

Agreement Between
American Eagle Airlines, Inc.
and the
Flight Attendants

in its service
as represented by
The Association of Flight Attendants-CWA, AFL-CIO

2012 - 2020

AFA-American Eagle Contract 2012

Table of Contents

Section 1. Recognition and Scope.....	3
Section 2. Definitions.....	5
Section 3. Management Rights.....	10
Section 4. Compensation.....	11
Section 5. Expenses.....	16
Section 6. Moving Expenses.....	17
Section 7. Hours of Service.....	19
Section 8. Scheduling.....	24
Section 9. Reserve.....	42
Section 10. Vacation.....	46
Section 11. Sick Leave.....	54
Section 12. Uniforms.....	56
Section 13. Probation.....	59
Section 14. Seniority.....	60
Section 15. Filling of Vacancies.....	62
Section 16. Time Off Without Pay.....	65
Section 17. Furlough, Displacement and Recall.....	66
Section 18. Leaves of Absence.....	72
Section 19. Training.....	77
Section 20. Retirement, Insurance and Benefits Qualification.....	80
Section 21. Grievance Procedure.....	82
Section 22. System Board of Adjustment.....	84
Section 23. Union Security and Dues Check-Off.....	87
Section 24. Conduct of Union Business.....	89
Section 25. No Strikes or Lockouts.....	92
Section 26. Safety and Health.....	93
Section 27. General.....	98
Section 28. Physical Examinations.....	101
Section 29. Co-Domiciles.....	103
Section 30. International Flying.....	105
Section 31. Report to Work and Commuter Policy (new).....	106
Section 32. EAP Section (new).....	109
Section 33. Geographic Emergency-Aircraft Repositioning (new)....	113
Section 34. Hotels (new).....	114
Section 35. Injury On Duty Leave (new).....	117
Section 36. Duration.....	122
<u>Letters of Agreement Directory</u>	123
<u>Appendix Documents</u>	194
<u>Index</u>	195

AFA-American Eagle Contract 2012

SECTION 1 RECOGNITION and SCOPE

- A. In accordance with Certification Number R-6387 made by the National Mediation Board, the Company recognizes the Association of Flight Attendants-Communications Workers of America, AFL-CIO, as the bargaining representative of the Flight Attendants employed by the Company for the purposes of the Railway Labor Act, as amended.
- B. The provisions of the Agreement shall be binding on any successors or assigns of the Company, unless and until changed in accordance with the provisions of the Railway Labor Act, as amended.
- C. Labor Protective Provisions
1. In the event of a merger of the Company with another airline, which affects the seniority rights of Flight Attendants on the Company's Flight Attendant System Seniority List, provisions will be made for the integration of seniority lists in a fair and equitable manner. The integration of the seniority lists of the respective Flight Attendant groups shall be governed by the Association merger policy if both pre-transaction Flight Attendant groups are represented by the Association. If the other pre-transaction Flight Attendant group is not represented by the Association, then Sections 3 and 13 of the Allegheny-Mohawk LPPs shall apply. The Surviving Entity shall accept the integrated seniority list established through the Association merger policy or LPP proceedings.
 2. In the event of a merger or acquisition involving the Company, the Company will meet and confer with the Association concerning any matters that affect the Flight Attendants covered by this Agreement.
 3. The Company agrees that it will not accept or implement an integrated Flight Attendant System Seniority List unless it has been established pursuant to this Section.
- D. Scope
1. No Flight Attendant will be furloughed or subject to involuntary domicile transfer as a direct and immediate result of any flying performed by management personnel.
 2. Except as otherwise provided in this Agreement, all revenue flying on the Company's aircraft (whether leased to or owned by the Company) or under the Company's operational control, including wet leases (aircraft and crew), and contracting for other carriers or entities (government, military or commercial to other carriers or entities), shall be performed by Flight Attendants on the Company's Seniority List.
 3. The Company shall not create or acquire an "alter ego" to avoid the terms and conditions of this Agreement.
- E. New Equipment Type
1. Whenever a new equipment type which will be operated by the Company is placed into revenue service, the Company will notify the Union of the new equipment type and will meet and discuss the implementation and training for the new equipment, and whether any changes to the Agreement are necessary.

AFA-American Eagle Contract 2012

2. If all Flight Attendants in the system are not required to be trained, the Company will proffer training positions to current Flight Attendants sufficient to staff the new equipment at the affected base(s). Such positions will be awarded in seniority order. Any Flight Attendant transferring into the base(s) will be trained on the new equipment within three (3) months of her/his transfer provided that her/his seniority would be sufficient to hold the position. [old SL B]

F. Mergers and Acquisitions

1. Upon announcement of any transaction which is intended to result in the consolidation of the Company with another airline, that affects the seniority rights of Flight Attendants on the Seniority List, the parties will meet in a timely manner to discuss the appropriate steps to be taken consistent with this Agreement.
2. Upon announcement of a sale of the Company in a bona fide "arms length" transaction to an unrelated third party, the Company will use its best efforts to arrange for the Union to meet and confer with any such unrelated third party to discuss the appropriate steps to be taken consistent with this Agreement.

G. Remedies

Any and all disputes concerning alleged violation(s) of this Section shall be resolved by final and binding arbitration. The Company specifically agrees to arbitrate any grievance filed by the Association alleging violation of this Section on an expedited basis directly before the System Board of Adjustment sitting with a neutral member, as the arbitration forum. The dispute shall be heard expeditiously no later than sixty (60) days following the submission to the System Board, and the Company agrees to request that a decision be issued within sixty (60) days after the close of the hearing.

AFA-American Eagle Contract 2012

SECTION 2 DEFINITIONS

- A. "ACTUAL FLIGHT TIME" means the block-to-block time actually required to complete a specific leg.
- B. "AIRPORT RESERVE" means a Flight Attendant who is assigned to reserve duty at the airport including pre-boarding of aircraft.
- C. "AT HOME RESERVE" means a Flight Attendant who is assigned to reserve at home.
- D. "ASSIGNED NEW FLYING" means a trip that has been changed due to the deletion of, modification of or the addition of flights to the original trip, or replacement flying. This does not include extensions or junior manning assignments.
- E. "AUTOMATED TRIP TRADING/OPTIONAL EXCHANGE" Trip Trades and Optional Exchanges are processed in the Flight Attendant's personal mode in DECS or its replacement. Trip Trade and Optional Exchange entries are listed in the Inflight Procedures Manual.
- F. "AVAILABLE" means any time period during which a Flight Attendant may be assigned.
- G. "AVRS" or "AVARS" means Automated Voice Response System. It is the automated telephone system from which a Flight Attendant can access and input information.
- H. "BASE" means a geographical location designated by the Company where Flight Attendants are stationed. A Flight Attendant may not be stationed at more than one domicile.
- I. "BENEFITS ELIGIBILITY" the amount of paid credit hours a Flight Attendant must receive on an annual basis in order to be eligible for the following benefits: Health and Welfare Benefits, Vacation Accrual, Sick Leave Accrual and Uniform Points.
- J. "BIDLINE" means a line of time on the monthly schedule consisting of flying made available to Flight Attendants for bid, which conforms to the parameters set forth in Sections 7 and 8.
- K. "BLOCK TO BLOCK"/"BLOCK HOURS" is the time period between the "OUT" and "IN" times of the aircraft as reported by ACARS or Dispatch and recorded in FOS or its equivalent.
- L. "BRIDGE TRIP" means a sequence built that does not transit the domicile at least once each calendar day that the sequence operates.
- M. "CALENDAR DAY" means a twenty-four (24) consecutive hour period commencing at 0001 and ending at 2400 hours local time.
- N. "CALL-OUT" means the minimum amount of time a Flight Attendant must be allowed in order to report for a duty period.
- O. "CHECK-IN TIME" or "REPORT TIME" means the time that a Flight Attendant is required to report for a duty period as set forth in this Agreement.
- P. "CHECK-OUT TIME" or "RELEASE TIME" means the time that a Flight Attendant is released from duty as set forth in this Agreement, which normally will be fifteen minutes (:15) after block-in of a flight or thirty minutes (:30) after block-in of a flight where customs clearance is required.
- Q. "CO-DOMICILE" means two (2) or more airports serving the same metropolitan area.
- R. "COMPANY" means American Eagle Airlines, Inc. including Executive Airlines, Inc.

AFA-American Eagle Contract 2012

- S. "CONTINUOUS DUTY OVERNIGHT" or "STAND-UP" means a scheduled duty period which begins in one calendar day and ends in the next calendar day as set forth in Section 7 of the Agreement.
- T. "CONTRACTUAL MONTH" or "BID MONTH" or "BID PERIOD" means the period from the first day of, to and including the last day of each calendar month of the year. For Flight Attendant scheduling and pay purposes January, February and March will each be a thirty (30) day month by adding January 31st and March 1st to the month of February. Leap year will make February a thirty-one (31) day month.

The Company may, at its option for a given year, declare that up to any other four (4) months containing thirty-one (31) calendar days be deemed thirty (30) day contractual months by taking the first or last day of each such month and adding it to each or all the thirty (30) calendar day months.

- U. "CRITICAL COVERAGE DAYS" means those days that have been declared by the Company as having known staffing shortages.
- V. "CRITICAL INCIDENT" means any accident resulting in serious injury, any hijacking incident, any actual evacuation of an aircraft, physical assault of a Flight Attendant, aircraft decompression during flight or any catastrophic event in which a Flight Attendant is involved during the course of her/his duty with the Company.
- W. "DAY OFF" means a period of time between the hours of 0001 and 2400 based on local time at a Flight Attendant's domicile, when a Flight Attendant shall be free of all duty with the Company. However, for purposes of Section 7 of this Agreement, when a trip ends before 0200, it shall be considered to have ended before 0001.
- X. "DEADHEADING" means Company authorized travel on a flight or surface transportation to or from any station for the purpose of covering or returning from an assignment. A Flight Attendant engaged in deadheading at company direction shall be deemed to be on duty. A Flight Attendant may deadhead in or out of uniform. The circumstances under which a Flight Attendant shall receive pay for deadheading are set forth in Section 4 of this Agreement.
- Y. "DOMESTIC PARTNER" A Domestic Partner (DP) is a same gender partner of an employee or retiree residing in the same permanent residence living in a spouse-like relationship for at least six (6) consecutive months. The employee and his or her same gender partner are at least 18 years of age, and are not legally married or the common-law spouse or DP of any other person.
- Z. "DOMICILE" means a geographical location designated by the Company where Flight Attendants are stationed. A Flight Attendant may not be stationed at more than one domicile.
- AA. "DUTY TIME"/"DUTY PERIOD" means the period of time from check-in to check-out, including ferry flights, deadhead flights, airport reserve, and training as set forth in this Agreement.
- BB. "EL FONDO" (Fondo Del Seguro Del Estado) means the current agency, or its successor, that administers workers compensation benefits for Puerto Rico domiciled Flight Attendants.
- CC. "EXTENSION" means an involuntary additional flight assignment, including a deadhead which is added to the end of a Flight Attendant's original trip.
- DD. "FERRY FLIGHT" means a non-revenue flight to position an aircraft.
- EE. "FLIGHT ATTENDANT" means an employee holding a regular, relief or reserve line whose primary responsibility includes performing, or assisting in the performance of all cabin services, attending to passenger safety and comfort, and for preparation and completion of reports as required by the Company and the law, who has completed training as prescribed by the Company and the Federal Aviation Administration (FAA), and who is qualified and/or certified as a Flight Attendant.
- FF. "FURLOUGH" means the removal of a Flight Attendant from active duty as a Flight Attendant due to a reduction in force or the period of time during which such Flight Attendant is not in the active employ of the Company as a Flight Attendant due to such reduction in force.

AFA-American Eagle Contract 2012

- GG. “Geographic Emergency” means a period in which the Company has declared the need to relocate aircraft due to potential damage.
- HH. “GOLDEN DAYS” means a set of three days off in domicile for Reserve Flight Attendants that cannot be removed or changed by the Company or on which a Flight Attendant cannot be otherwise made available for duty by the Company. A Flight Attendant may choose to “undesignate” a Golden Day and such day shall lose its “Golden Day” designation.
- II. “HIBOARD” is a computerized trip trade and optional exchange bulletin board designed to simplify the process of posting trips for trading purposes. “HIBOARD” does not verify legalities and does not process the actual trip trade entries.
- JJ. “HIPOST” An automated system that allows a Flight Attendant wishing to drop a trip to post it and make it available for other Flight Attendants to pick up.[Automation SL]
- KK. “HYBRID LINES” are lines of time that contain the first or second half of a bid month as reserve availability days and the other half of that month dedicated for trips. The bid package will show all hybrid lines available for bid in any given month.
- LL. “INTERNATIONAL OVERNIGHT” means an overnight in an International city, excluding cities in Mexico, Canada, the Bahamas, and the United States Virgin Islands.
- MM. “JET-BRIDGE TRANSACTION” means a trip trade between Flight Attendants that is requested within 24 hours of the report for such trip/flight.
- NN. “JUNIOR MANNING” is the means by which the Company may fill uncovered flying, either voluntarily or involuntarily, in accordance with the schedule set forth in Section 8.Q.
- OO. “LINE VALUE” means the scheduled flight hours awarded on a Flight Attendant’s monthly bid award (including CDO lines) or the monthly guarantee of seventy five (75:00) for full time line Flight Attendants (whichever greater) or thirty seven and one-half hours (37:30) for Flight Attendants holding a reduced guarantee line.
- PP. “LINEHOLDER” means a Flight Attendant who bids and is awarded a bid line containing scheduled trips during a contractual month.
- QQ. “MAKEUP” means time flown in order to make up for time lost for unpaid trip removals.
- RR. “MOVE DAY(S)”/“MOVING DAY(S)” means a duty free period(s) awarded to a Flight Attendant in order to relocate to another domicile.
- SS. “OPEN TIME” means flying not awarded or assigned to a specific Flight Attendant.
- TT. “OPTIONAL EXCHANGE” (“OE”) means a one way trade by which a Flight Attendant accepts flying of another Flight Attendant.
- UU. “OVERNIGHT” means a period of time during which a Flight Attendant is relieved from duty during a trip sequence either in or away from her/his domicile.
- VV. “PAPER BID” means a bid award for a contractual bid month for pay purposes only (i.e. not actually given a line) but the Flight Attendant is not obligated to fly, except in extreme circumstances.
- WW. “PERMANENT VACANCY” means a vacancy for a position in a domicile that is expected to exist for more than thirty (30) days.
- XX. “POSITIVE CONTACT” means an interactive communication made either in person or via phone conversation (not phone message left) by a crew scheduler or a member of management. Positive contact may also be achieved via a Flight Attendant’s Company e-mail through a message sent. However, a flight attendant will not be

AFA-American Eagle Contract 2012

accountable for notifications of scheduling changes to her/his current sequence or for future extensions/junior manning assignments which are sent after the appropriate check out time as defined in paragraph 2.P., or after she/he has completed the daily e-mail check requirement.

- YY. “PRE-BOARDING” means a qualified Flight Attendant boarding the passengers for another Flight Attendant who will work the flight.
- ZZ. “PREFERENTIAL BIDDING SYSTEM” (PBS) means an automated system used to build and award Flight Attendant’s monthly schedules.
- AAA. “REDUCED GUARANTEE LINE” means a regular line that is credited with no more than 45.5 hours (45:30) of flying and plotted to operate a portion of the month.
- BBB. “REGULAR LINE” means a line of time on the monthly schedule consisting of flying made available to Flight Attendants for bid.
- CCC. “RELIEF LINE” means a monthly schedule built and awarded after the bids are awarded and transitions are completed, but before initial open time is posted, except as provided in Section 8.E.5.
- DDD. “RESERVE” means a Flight Attendant who is awarded a Reserve line or assigned reserve duty in accordance with the provisions of this Agreement.
- EEE. “RESERVE AVAILABILITY PERIOD” (RAP) means a reserve on-call period as set forth in Section 9 of this Agreement.
- FFF. “RESERVE BLOCK LINES” (RBL) are constructed in groups of three (3) which will contain a block of days off commencing at either the beginning, middle or end of a bid month. Each line will contain consecutive blocks of reserve availability followed by a single day off and will be built and awarded in accordance with Sections 8.A. and 8.C.3.
- GGG. “RESERVE LINE” means a line on the monthly schedule consisting of days of reserve availability and days off.
- HHH. “SCHEDULE” means a Flight Attendant’s assignments throughout the bid period.
- III. “SCHEDULED” means any time assigned to a Flight Attendant, e.g. bid award, reserve assignment, trip trades/optional exchange, open time pick up, junior manning, extension, or assignment of new flying.
- JJJ. “SENIORITY” The three (3) categories of Flight Attendant seniority are CLASSIFICATION (for pay purposes), COMPANY (for Company benefits), and OCCUPATIONAL (for bidding purposes). All references in this Agreement to seniority shall mean Occupational Seniority except where specific reference is made to Company and/or Classification Seniority.
- KKK. “SPECIAL ASSIGNMENT” means a temporary assignment within the In-Flight Service Department or duties related to In-Flight Services and/or duties of a Flight Attendant.
- LLL. “TAFB” means time away from base. It commences at the time a Flight Attendant is scheduled to check in and continues until block-in of the last flight of a Flight Attendant’s trip sequence plus debriefing time, which normally is fifteen minutes (00:15), or thirty minutes (00:30) if clearing customs.
- MMM. “TEMPORARY DUTY ASSIGNMENT” (TDY) means assigning a Flight Attendant to another base for a full month’s temporary duty. The temporary duty line may be a regular line, reserve line or relief line.
- NNN. “TRANSITION PERIOD” means the four (4) day period normally in the beginning of the contractual month but which may be expanded at Flight Attendant’s option up to three days into the preceding contractual month for schedule adjustments required to solve conflicts between bid awards as referenced in Section 8.Q of this Agreement.

AFA-American Eagle Contract 2012

OOO. "TRANSPORTATION EMERGENCY" For purposes of the Commuter Policy (Section 31), a Transportation Emergency must be declared by the Company. For purposes of Personal Emergency Days (10.O.), a Transportation Emergency shall be considered declared if it is declared by the Company or any state/city/county entity.

PPP. "TRIP" or "TRIP PAIRING" or "TRIP SEQUENCE" means a series of legs (flying, ferrying and/or deadheading) involving one or more on-duty periods which depart from and return to the Flight Attendant's domicile.

QQQ. "UNAVAILABLE FOR FLIGHT DUTY" means the period of time a Flight Attendant is not available for flight duty with the Company. Examples of when a Flight Attendant is unavailable for flight duty include the time when a Flight Attendant is on furlough, withheld from service, sick leave, leave of absence, vacation, bereavement leave, family leave, jury duty leave, time off without pay, military leave, maternity leave and Union business leave.

RRR. "UNION" or "ASSOCIATION" means the Association of Flight Attendants-CWA, AFL-CIO.

SSS. "VALUE OF THE DAY" (VOD) means the value of a day for pay purposes when a Flight Attendant is removed from duty, and there is no flying assignment or has a Reserve obligation on that day. Value of the day is 3:45.

AFA-American Eagle Contract 2012

SECTION 3 **MANAGEMENT RIGHTS**

The Company has and retains and the Union recognizes the sole and exclusive right of the Company to exercise all rights and functions of management except to the extent that such rights of management are limited by this Agreement and so long as the exercise of such rights does not conflict with the terms of this Agreement.

AFA-American Eagle Contract 2012

SECTION 4 COMPENSATION

A. Pay Rates

1. A Flight Attendant will be credited for all flights which are actually flown applying the following hourly applicable rates of pay for scheduled or actual hours flown whichever is greater, on a leg by leg basis (block-to-block).

% increase	1.5% 1.5% 1.5%								
	Current								
	Book	DOS	DOS+1	DOS+2	DOS+3	DOS+4	DOS+5	DOS+6	DOS+7
0-1 Year	\$18.39	\$18.39	\$18.39	\$18.67	\$18.95	\$19.23	\$19.23	\$19.23	\$19.23
1-2 Years	\$20.41	\$20.41	\$20.41	\$20.72	\$21.03	\$21.35	\$21.35	\$21.35	\$21.35
2-3 Years	\$21.05	\$21.05	\$21.05	\$21.37	\$21.69	\$22.02	\$22.02	\$22.02	\$22.02
3-4 Years	\$21.88	\$21.88	\$21.88	\$22.21	\$22.54	\$22.88	\$22.88	\$22.88	\$22.88
4-5 Years	\$23.67	\$23.67	\$23.67	\$24.03	\$24.39	\$24.76	\$24.76	\$24.76	\$24.76
5-6 Years	\$24.77	\$24.77	\$24.77	\$25.14	\$25.52	\$25.90	\$25.90	\$25.90	\$25.90
6-7 Years	\$25.83	\$25.83	\$25.83	\$26.22	\$26.61	\$27.01	\$27.01	\$27.01	\$27.01
7-8 Years	\$28.52	\$28.52	\$28.52	\$28.95	\$29.38	\$29.82	\$29.82	\$29.82	\$29.82
8-9 Years	\$29.55	\$29.55	\$29.55	\$29.99	\$30.44	\$30.90	\$30.90	\$30.90	\$30.90
9-10 Years	\$30.60	\$30.60	\$30.60	\$31.06	\$31.53	\$32.00	\$32.00	\$32.00	\$32.00
10-11 Years	\$31.62	\$31.62	\$31.62	\$32.09	\$32.57	\$33.06	\$33.06	\$33.06	\$33.06
11-12 Years	\$32.00	\$32.00	\$32.00	\$32.48	\$32.97	\$33.46	\$33.46	\$33.46	\$33.46
12-13 Years	\$32.25	\$32.25	\$32.25	\$32.73	\$33.22	\$33.72	\$33.72	\$33.72	\$33.72

2.
 - a. Flight Attendants with thirteen (13) or more years of service will receive an additional \$0.50 per hour for each year over twelve (12), up to a maximum of \$2.00 per hour.
 - b. Beginning DOS+4 years Flight Attendants eligible for the above longevity increase will receive an additional \$0.25 per hour for each year over twelve (12) up to a maximum of \$3.00.

3. All Flight Attendants will be placed on the pay scale ("Pay Scale") set forth in paragraph A.1. above, based on each Flight Attendant's actual date of hire (or adjusted date of hire because of unpaid leaves of absences, etc.).

B. Minimum Monthly Pay Guarantee

A Flight Attendant who is available for duty for a full month will be paid flight pay at the applicable hourly rate for seventy-five hours (75:00). In the event a Flight Attendant is unavailable for a portion of the month, her/his guarantee for that month will be prorated.

C. Cancellation Credit/Adjusted Guarantee

1. A Flight Attendant who is available for a full month and is awarded a regular or relief line will be guaranteed ninety-six percent (96%) of the scheduled flight hours awarded on her/his final bid award,
 - a. Plus:
 - i. Any time added due to assignment of new flying
 - ii. Any junior manning (JM) / extension (EX) assignment

AFA-American Eagle Contract 2012

- b. Deducting:
 - i. A trip trade of less flight time value than the Flight Attendant's original trip
 - ii. Any trip sequence drops or portions thereof
 - iii. Any trip(s) missed due to illness or non-occupational injury where the Flight Attendant has no accrued paid sick time available
 - iv. Any missed assignments

2. Application of Cancellation Credit

Flight Attendants who have flights cancelled will be paid the greater of:

- a. The minimum monthly guarantee, or
- b. The adjusted guarantee as defined in paragraph 1 above, or
- c. The flight hours flown during the month.

3. 24 Hour Trip Trade Window Adjustment

Time added or deducted during the twenty-four hour (24:00) Automated Trip Trade with Open Time Window following the publication of preliminary bid awards will affect the amount of time shown on a Flight Attendant's final bid award by the amount of additional time acquired or the amount of time traded away. A Flight Attendant who trip trades for lower time trip(s) may reduce her/his minimum monthly guarantee. [Automation SL]

D. Domicile Report

- 1. A Flight Attendant who reports for duty which begins at such Flight Attendant's domicile and who performs no flying or does no deadheading shall be credited one hour (1:00) of applicable flight pay.
- 2. A Flight Attendant who is assigned new flying under the provisions of Section 8 will be paid for the rescheduled flying performed.
- 3. A Flight Attendant who is required to remain available at the domicile airport for additional flying assignment within two hours (2:00) and who does no flying will be credited with the time elapsed prior to release.

E. Deadheading Pay

- 1. A Flight Attendant who deadheads to or from any station at Company direction for the purpose of covering a trip assignment will be credited for such deadheading at thirty minutes (0:30) for each one hour (1:00) of such deadhead time on the basis of the scheduled flight leg(s) at the Flight Attendant's applicable Pay Rate.
- 2. A Flight Attendant who travels by ground transportation to or from any station at Company direction for the purpose of covering a trip assignment will be credited for such deadheading at thirty minutes (0:30) for each one hour (1:00) of deadhead time on the basis of the scheduled flight time between the points traveled at such Flight Attendant's applicable Pay Rate.
- 3. A Flight Attendant will not be required to deadhead/position on a "maintenance ferry" flight.

F. Pay for Open Time

- 1. A Flight Attendant, who bids for and is awarded a trip not scheduled on her/his final bid award, excluding schedule changes and junior manning/extension assignments, will receive pay and credit above guarantee for such time awarded.
- 2. A Flight Attendant scheduled for vacation may bid for and fly open time. In addition to vacation

AFA-American Eagle Contract 2012

pay, such Flight Attendant will receive pay and credit above guarantee for all hours flown during the vacation period.

3. A Flight Attendant who is awarded a regular or relief line will be guaranteed one hundred percent (100%) of the scheduled flight hours awarded as open time.

4. A Reserve Flight Attendant may bid for and fly open time. Such Reserve Flight Attendant will receive pay and credit above guarantee as outlined in Section F.1. above.

G. Ferry Pay

When a Flight Attendant is required, by the Company, to ferry as essential crew to or from any station, she/he will receive her/his applicable Pay Rates for the actual flight time.

H. Initial Operating Experience (IOE)

I.O.E. Instructor compensation shall be paid in addition to all other compensation at the rate of seven dollars and fifty cents (\$7.50) per hour for the actual or scheduled flight time, whichever is greater.

I. Special Assignment Pay

A Flight Attendant removed from a trip(s) for a special assignment shall receive pay and credit toward her/his guarantee for the scheduled trip(s) plus per diem for the period of assignment. If the special assignment is worked on a scheduled day off, the Flight Attendant will receive pay and credit above her/his guarantee for three hours forty-five minutes (3:45), plus per diem, for the period of the assignment. Acceptance of Special Assignments are voluntary.

J. Drug and Alcohol Testing

A Flight Attendant shall be paid ten dollars (\$10.00) for each random drug or alcohol test to which she/he is directed to submit.

K. Flexible Hiring Rates

1. In the event the Company, in its sole discretion, determines that the starting Pay Step (Step 0-1) as specified in this Agreement is not sufficiently competitive to attract and retain qualified Flight Attendant candidates, the Company may hire applicants at a Pay Step (Steps 1-2 through 12-13) higher than the starting rate specified in this Agreement. As market conditions change, the Company may, in its sole discretion, change its designated starting rate. Such designated starting rate may be higher or lower than the previously designated starting rate, however, such starting rate may not be lower than Step 0-1 nor higher than Step 12-13.

2. Should the Company raise the starting Pay Step as specified in sub-paragraph 1. above, Flight Attendants who are receiving less than the new designated starting Pay Step will have their Pay Step concurrently increased to the new designated starting Pay Step.

3. A Flight Attendant whose Pay Step is increased in accordance with sub-paragraphs 1. or 2. above, will progress to the next higher Pay Step of the pay scale on the date such Flight Attendant's length of service catches up with her/his adjusted Pay Step. This is the same date the Flight Attendant would have progressed to that higher Pay Step had the Flight Attendant's pay not been adjusted. For example, a Flight Attendant who is hired at Step 2, will remain at Step 2 from the date of hire until the completion of one (1) year of service, at which time her/his Pay Rate will progress to Step 3.

4. The Company will notify the MEC President whenever it uses flexible hiring rates.

L. Pay Day

AFA-American Eagle Contract 2012

1. Pay Dates will be the 15th and the last day of every calendar month. If such day is a holiday or weekend, Flight Attendants will be paid the last business day (non-holiday Monday through Friday) prior to the payday.
2. Discrepancies will be corrected within thirty (30) days after the discrepancy has been brought to the attention of the Company and verified.
3. Direct deposit will be available to every Flight Attendant to the financial institution of the Flight Attendant's choice.
4. Pay Stub Information will include at a minimum:
 - a. Base Pay
 - b. Additional hours paid
 - c. TAFB hours (per diem)
 - d. Pre tax deductions – Medical/Dental (pay period and year to date)
 - e. Tax Deductions (pay period and year to date)
 - f. After tax deductions and explanation (pay period and year to date)
 - g. Other information (sick leave and vacation earned) may be added if and when automation is available and programming is completed.

M. Repaying an Overpayment [old SL PP]:

1. The Repayment Plan (hereinafter also the "Plan") worked out on an individual basis between the Flight Attendant and the payroll department will be negotiated between the individual Flight Attendant and her/his Flight Service Manager.
2. Once notified by the Flight Service Manager that the Flight Attendant has been overpaid and repayment of monies is due, the Flight Attendant must contact and negotiate a Repayment Plan with that Flight Service Manager within two pay periods following the receipt of notification. If the Flight Attendant and the Flight Service Manager are not able to successfully negotiate a Repayment Plan within the stated time period, details of the Plan will default to those contained in this Agreement (\$25.00 minimum amount per pay period; Plan not to exceed two years in duration).
3. The Repayment Plan will contain a minimum payment of the lesser of twenty-five dollars (\$25.00) per pay period or the remaining balance due.
4. The duration of the Repayment Plan may not exceed two (2) years. It is understood that as closely as feasible, each payment pursuant to such a plan will be of an amount equal to all other payments under the Plan. For example, a two year Repayment Plan of an overpayment of \$2,000.00 would be repaid in forty-seven (47) equal \$41.67 installments plus a final installment of \$41.51.
5. Payments made pursuant to such a Plan will be by payroll deduction. The Flight Attendant will execute such forms as are necessary to execute the Plan. If a Flight Attendant goes into an "unpaid" status for any reason, the repayment obligation will cease until such time as the Flight Attendant returns to a "paid" status and her/his first paycheck is cut.
6. Once negotiated, the Flight Service Manager will be responsible for forwarding the individual Flight Attendant's Repayment Plan to the Company's payroll department.
7. If a Flight Attendant is on an unpaid status anticipated to last an entire bid period, she/he will be removed from payroll until three days prior to the issuance of the mid-month (15th) paycheck. It is understood that this will be done for the sole purpose of reducing the possibility of an overpayment to that Flight Attendant.
8. It is understood that the Company agrees to continue giving consideration to the amount of overpayment and the Flight Attendant's ability to repay.
9. It is understood that time voluntarily dropped or deducted from a Flight Attendant's schedule shall not constitute an

AFA-American Eagle Contract 2012

overpayment nor shall such Flight Attendant be eligible for the repayment provisions in paragraphs M.1. - M.8. above.

N. Holidays

A Flight Attendant who is on duty on Christmas Day (December 25) and/or Thanksgiving will receive one and one half times her/his hourly pay rate as described above for all credit hours worked on such days.

AFA-American Eagle Contract 2012

SECTION 5 **EXPENSES**

A. Per Diem

1. Per diem expenses will apply to all trips. A Flight Attendant will be paid at the following rate for each trip hour while away from domicile (prorated to nearest minute) for meal expenses:

<u>Effective</u>	<u>Hourly Per Diem:</u>
<u>DOS</u>	<u>\$1.55</u>
<u>DOS+1</u>	<u>\$1.60</u>
<u>DOS+2</u>	<u>\$1.65</u>
<u>DOS+3</u>	<u>\$1.70</u>

2. Per diem expenses will be paid for each trip hour (prorated to nearest minute) from the time the Flight Attendant checks in one hour (1:00) before scheduled domicile departure until fifteen minutes (:15) after block-in at her/his domicile (thirty minutes (:30) if required to clear customs). If a Flight Attendant is on temporary assignment at a different domicile other than her/his own, then per diem expenses will start at flight departure to the different domicile and end at flight arrival back at her/his domicile.
3. Flight Attendants assigned to an International Overnight as defined in Section 2, Definitions, or an International Continuous Duty Overnight (ICDO) will receive additional per diem as specified in Section 30 – International Flying.
4. Per Diem for Special Assignment [old SL LL]

Per diem shall be calculated as the greater of 1) the amount she/he would have earned in conjunction with any trip(s) from which removed in order to perform the Special assignment; or 2) one hour of per diem for each hour, prorated, spent at work for the duration of the Special Assignment.

B. Parking

1. At domiciles where free parking is not available the Company will pay the cost of parking for Flight Attendants. For Flight Attendants who elect to park at airports other than their domicile airport, the Company will reimburse parking fees equal to the fees charged for domicile parking, subject to local airport authority and governmental limitations. The Company will not be responsible for any administrative cost or procedures other than at the domicile.

In case of a Co-Domicile as specified in Section 29 – Co-Domiciles, the highest maximum daily rate of the airports included will be the maximum amount reimbursable to the Flight Attendant. All reimbursements of parking expenses will require receipts. In lieu of parking provided, the Company will reimburse the Flight Attendant for using public transportation to and from work upon submission of receipts up to an amount equal to the highest amount the Company pays for parking at the Flight Attendant's domicile. Receipts must be submitted for reimbursement no later than six (6) months after the date the expense was incurred.

2. Those Flight Attendants who have the option of utilizing public transportation or what is commonly referred to as “park-and-ride” system in which they are able to park their vehicles at a location(s) away from the airport and to utilize public transportation to get to the airport shall be entitled to utilize such a system and to be reimbursed for the amount of fare and/or parking by the Company up to the limit of the normal Company provided parking. All reimbursements of parking/transportation will require receipts.

AFA-American Eagle Contract 2012

SECTION 6 **MOVING EXPENSES**

- A. A Flight Attendant will be eligible for Company paid moving expenses in the following situations:
1. If she/he is involuntarily or voluntarily displaced to another base from her/his present base,
 2. If she/he is recalled to a base other than the one from which involuntarily or voluntarily furloughed and has exhausted her/his option to bypass recall.
- B. The Flight Attendant will pay moving expenses when:
1. A Flight Attendant moves to a domicile incident to initial employment.
 2. A Flight Attendant is awarded a bid to a domicile (i.e., voluntary move).
 3. A Flight Attendant is recalled from furlough and has not exhausted her/his option to bypass recall.
- C. When the Company is required to pay moving expenses, receipts from the moving expenses must be submitted within forty-five (45) days after incurring the expenses.
- D. A Flight Attendant eligible for Company paid moving expenses will be reimbursed reasonable expenses incurred in moving, for packing and moving, up to a maximum of one thousand five hundred dollars (\$1500.00) for any move within a radius of five hundred (500) statute miles or a maximum of two thousand dollars (\$2000.00) for any move outside a radius of the specified five hundred (500) miles. The Company will designate or approve the moving company, provided such is a common carrier that is licensed and insured to move household goods.
- E. A Flight Attendant eligible for moving expenses in accordance with Section 6.A. above will be eligible for one of the following:
1. Reimbursement for expenses for driving two (2) personally owned automobiles from her/his old domicile to her/his new domicile at the maximum IRS allowable rate per mile based on the most direct AAA mileage; or
 2. A Flight Attendant who is displaced to a domicile that requires a move over water (i.e. to or from SJU) will be entitled to have one (1) vehicle shipped to her/his new domicile at Company expenses, excluding taxes and licenses.
 3. A Flight Attendant who is eligible for Company-paid moving expenses will remain eligible for such expenses for one (1) year from the triggering event as described in A. above.
 - a. The move for which expense reimbursement is claimed need not be the first move undertaken subsequent to the triggering event so long as it occurs within the one (1) year period.
- EXAMPLE 1: Flight Attendant Ramos is displaced from SJU to DFW effective 15 January, 2012 and commutes to work. On 18 October 2012, Ramos voluntarily transfers to JFK and decides to relocate to JFK. He is eligible for Company-paid moving expenses to JFK.
- b. If, subsequent to the event triggering expense reimbursement eligibility, another triggering event transpires, the Flight Attendant will be eligible for reimbursement for an additional move. She/he will be eligible for one additional move for each triggering event.
- EXAMPLE 2: Flight Attendant Potter takes voluntary displacement from MIA to SJU on 20 July, 2012 and elects to move. The Company will pay for that move. On 10 August, 2012, Potter is displaced

AFA-American Eagle Contract 2012

out of SJU to DFW. Potter elects to move to DFW and receives Company-paid moving expenses.

- F. A Flight Attendant who is eligible for Company-paid moving expenses in accordance with Section 6.A. above will be eligible to receive two (2) nights lodging at a Company provided hotel and three (3) days of per diem at the applicable rate for either the purpose of moving, seeking permanent lodging at a new domicile or effecting the actual move or automobile relocation.
- G. Moving Days
1. A Flight Attendant who is eligible for moving expenses in accordance with Section 6.A. above may request, at the time of the monthly bid, up to five (5) consecutive days off for the purpose of driving to the new domicile and/or actually moving to the new domicile. Requests made prior to the bid closing for the affected month will be awarded in the final bid. Requests made after the bid closing for the affected month shall be mutually agreed upon by the Flight Attendant and the Company. Any trips that are required to be dropped for this purpose shall be unpaid. The days in this Paragraph are in addition to the days provided for qualifying moves in accordance with Section 15.A.4. of this Agreement.
 2. A Flight Attendant who is not eligible for moving expenses in accordance with this Section may be entitled to scheduled days off in accordance with Section 15.A.4. of this Agreement.
- H. The Company will be responsible for reimbursement of eligible expenses under this Section that are incurred up to and including twelve (12) months after the Flight Attendant reports to a new domicile.
- I. A Flight Attendant who is eligible for Company paid moving expenses may elect to have the move paid from a location other than the domicile from which she/he is being transferred to any location within eighty (80) miles of the new domicile; provided that at the time of the move, the Flight Attendant resides more than eighty (80) miles from the new domicile airport. However, the Company's responsibility will not exceed the cost of moving the Flight Attendant from the domicile from which she/he is transferred to her/his new domicile.
- J. When the Company is required to pay moving expenses, nothing in this Section is intended to prevent the Company and Flight Attendant from agreeing to an amount to be paid to the Flight Attendant in lieu of the moving expenses provided for herein, provided that the agreement is subject to prior written approval by the Union.
- K. Flight Attendants making a Company paid move will be permitted, upon application, to draw an interest-free advance not to exceed \$750.00 to be repaid at a rate of \$50.00 per pay period, beginning with the next pay period. Such advance shall be requested and will be made prior to the move.
- L. For qualifying moves in accordance with Section 6.A. above, the Company will provide, upon request, documentation to assist the Flight Attendant in terminating a lease. In the event that the efforts of the Flight Attendant are not successful, the Company will pay a broken lease penalty, if incurred, not to exceed the lesser of one month's rent or \$500.00. In order to be eligible for this provision, the affected Flight Attendant must provide the Company with accurate contact information for the leasing agent or landlord.

AFA-American Eagle Contract 2012

SECTION 7 **HOURS OF SERVICE**

A. Monthly Maximum

1. A Flight Attendant will not be required to exceed one hundred block hours (100:00) per month, not including deadhead assignments. A Flight Attendant may elect to exceed the one hundred block hour (100:00) limitation through trip trades, optional exchanges and pick-ups from open time.
2. If a Flight Attendant is projected to exceed or actually exceeds the one hundred block hour (100:00) limitation, the Company will determine which leg(s) to remove from her/his schedule in order to reduce her/his projected block hours to one hundred (100:00) or less, unless she/he elects to exceed the limitation.
3. If a Flight Attendant is projected to exceed or actually exceeds the one hundred (100:00) block hour limitation, she/he will not be junior manned or extended for the remainder of the bid period.
4. If a Flight Attendant is awarded a trip sequence that continues into the following month and causes her/his projection for the following month to exceed the one hundred (100:00) limitation, she/he may elect to complete the trip sequence. If the Flight Attendant does not elect to complete the trip sequence that continues into the following month, the Company will determine which leg(s) to remove from her/his schedule in order to reduce her/his projected block hours in the following month to one hundred (100:00) or less.
5. A Flight Attendant will not be paid or credited for any leg(s) removed from her/his schedule as a result of the one hundred block hour (100:00) limitation.
6. A Flight Attendant who is not projected to exceed the one hundred (100:00) limitation when her/his duty period begins will complete the duty period even if operational reasons cause her/him to exceed one hundred (100:00) during the duty period. If the duty period does not terminate in domicile, the Flight Attendant may elect to deadhead to domicile or to work the remainder of the trip.
7. Paragraphs A.1. through A.6., above, will apply to reduced guarantee lines, except that the one hundred (100:00) limitation will be a fifty (50:00) limitation for such lines.

B. Duty Periods

1. A Flight Attendant's duty period, at her/his domicile, shall begin one hour (1:00) prior to scheduled block-out time (check-in) and end fifteen minutes (:15) after actual block-in of her/his last segment or when the Flight Attendant is actually released, whichever is later (check-out).
2. A Flight Attendant's duty period, other than at her/his domicile, shall begin forty-five minutes (:45) prior to scheduled block-out time and shall end fifteen minutes (:15) after actual block-in time of her/his last segment, or when the Flight Attendant is actually released, whichever is later.
3. If a Flight Attendant's first leg of her/his duty period is a deadhead, other than at her/his domicile, report time shall be thirty minutes (:30) prior to scheduled block-out time.
4. At a layover station, a report time may not be reduced to less than twenty minutes (:20) prior to scheduled departure.

AFA-American Eagle Contract 2012

5. In the event that a Flight Attendant is required to clear customs after the last leg of a trip, release time shall be thirty minutes (:30) after actual block-in time or when the Flight Attendant is actually released, whichever is later (check-out).

C. Scheduled on Duty

1. A Flight Attendant shall not be scheduled to be on-duty more than fourteen hours (14:00) per duty period. A Flight Attendant may not be assigned new flying or required to remain on duty in excess of sixteen hours (16:00), including continuous duty overnights.
2. A Flight Attendant will receive one (1) calendar day free from duty in her/his domicile in any seven-day period. However, a Flight Attendant at her/his discretion, may elect a 24-hour break from duty in any seven-day period to accommodate her/his request(s) for trip trades, optional exchanges and/or pick-ups of open time. However, if a Flight Attendant adjusts her/his schedule (OT pick up, trip trade, etc.) for the end of the current month before the final bid awards are made for the following month and such schedule adjustment puts her/him into a one in seven conflict after bids are awarded, the Flight Attendant shall not be considered to have waived the calendar day off. One day of flying shall be removed in order to accommodate the Flight Attendant's right to one day free from duty in any seven-day period.
3. A flight originating in one calendar day and extending into the next calendar day will be considered to have terminated in the first calendar day, if it terminates no later than 0200 hours local time on the second day.
4. In the event that a Flight Attendant's trip sequence is split at her/his domicile after the final bid award causing the Flight Attendant to overnight in the Flight Attendant's domicile, the time away from base (TAFB) will be continued for the duration of the overnight and the Flight Attendant will continue to receive per diem for the duration of the overnight. If the Company implements appropriate technology, Flight Attendants will be required to check-in for the remainder of her/his trip after an in-domicile overnight.

D. Days Off

1. A regular, relief or Reserve Flight Attendant who is available for duty for a full month will be guaranteed a minimum of eleven (11) days off at her/his domicile each month.
2. The Company will construct lines of time with duty days grouped together, and days off grouped together in which there are at least two periods of two (2) days free from duty. In addition, the lines of Reserve Flight Attendants will be constructed with at least one (1) period of four (4) consecutive days off. Reserve lines will include one set of three (3) Golden Days off. Such Golden Days off cannot be changed or removed by the Company for any reason without the approval of the Flight Attendant. Golden Days will be built into the bid line and will be bid upon as part of the line by those Flight Attendants bidding reserve lines. A Flight Attendant may swap her/his complete set of Golden Days off for another Flight Attendant's complete set of Golden Days off so long as the trading of such sets of Golden Days does not create a conflict with the Flight Attendant's Reserve schedule.
 - a. A Flight Attendant, at her/his option, may submit a request to trade or swap an individual Golden Day and once approved, it shall lose its Golden Day status. In such case, the day may be traded and the other two Golden Days shall retain their Golden status.
 - b. The Flight Attendant may submit a request to trade or swap two Golden Days. Once approved, the remaining Golden Day shall also lose its "Golden Day" designation.
3. If a Flight Attendant is unavailable for duty for part of a month, the guaranteed days off as provided in D.1. above will be prorated.

AFA-American Eagle Contract 2012

4. In the event of a temporary assignment, the days off at the temporary domicile will be considered as days off at the Flight Attendant's domicile.
5. No Flight Attendant shall be required to work more than two (2) guaranteed days off in a given bid period. When a Flight Attendant is involuntarily required to fly on one of her/his scheduled minimum days off in a bid period, the Flight Attendant will:
 - a. Reschedule the day off during the same bid period when possible, but in no case later than the following bid period. Such day(s) off shall be rescheduled by mutual concurrence between the Flight Attendant and the Company. No Flight Attendant shall be required to work more than two (2) guaranteed days off in a given bid period.
 - b. A Flight Attendant will not be subject to junior assignment or extension on such rescheduled day(s).
 - c. At the Flight Attendant's option, in lieu of rescheduling the day(s) off, the Flight Attendant will be paid three hours and forty-five minutes (3:45) above her/his guarantee for each such day.

E. Rest

1. General

- a. Except as provided in E.2. below, Flight Attendants will be provided the following rest provisions in the chart below. Flight Attendants shall be given prior knowledge of the start and end point of rest period(s) per the FARs.

<u>Scheduled Flight Time</u>	<u>Normal Rest</u>	<u>Reduced Rest</u>	<u>Compensatory Rest</u>
Less Than 8 hours of flying	9	8	10*
More Than 8 But less than 9 hours of flying	10	8	11*
More than 9 hours of flying	11	9	12*

*Compensatory rest must begin within 24 hours after the beginning of reduced rest.

e.g.: If reduced rest begins at 2000 Central Time on day one, compensatory rest must begin by 2000 Central Time on day two.

- b. Lines of time for a month will be constructed with a minimum of ten hours (10:00) of rest in domicile and a minimum of eight and one-half hours (8:30) of rest in out stations.

2. Rest in Domicile

- a. Whenever a Flight Attendant holding a line of time is placed into rest in her/his domicile she/he will receive a minimum of ten hours (10:00) of rest prior to duty on the next calendar day.
- b. Whenever a Flight Attendant holding a line of time that contains continuous duty overnights (CDOs) is placed into rest in her/his domicile, she/he will receive a minimum of ten hours (10:00) rest within the same calendar day between CDO sequences.

AFA-American Eagle Contract 2012

- c. Whenever a Reserve Flight Attendant is placed into rest in her/his domicile that will end on the next calendar day, she/he will receive a minimum of ten hours (10:00) of rest between: trip sequences; an Airport Reserve assignment and a trip sequence; a trip sequence and an Airport Reserve assignment; or within a sequence prior to duty on the next calendar day.
- d. In order to receive the rest specified in paragraphs 2.a., b. and c., above, a Flight Attendant will be required to notify Crew Scheduling within one hour (1:00) of being released should her/his schedule not provide the ten hours (10:00) of rest stated above.
- e. For the purpose of defining "calendar day," and solely for the purposes of paragraphs 2.a., b., c. and d., above, the time limit set forth in Section 7.C.3, shall be extended to 0600 hours local time of the second day.
- f. Paragraphs 2.a., c. and d., above, are not intended to require that a Flight Attendant be given ten hours (10:00) of rest in domicile between sequences on the same calendar day.

3. Rest Away from Domicile

- a. Sequences and lines will be built with no less than eight and one-half hours (8:30) of rest out of domicile.
- b. On any sequences built by Crew Scheduling (i.e., not built in accordance with paragraph E.1.b., above), the Company will make its best efforts to build such sequences providing for eight and one-half hours (8:30) minimum rest out of domicile. Should a Flight Attendant notify Crew Scheduling before departing on the flight into the outstation where less than eight and one-half hours (8:30) of rest has been scheduled that the sequence has not been constructed for eight and one-half hours (8:30) of minimum rest, Crew Scheduling will provide such rest.
- c. If a Flight Attendant is provided less than nine hours (9:00) of actual rest, she/he shall be given no less than ten hours (10:00) of compensatory rest prior to commencing a subsequent duty period as illustrated in E.1. above.

4. Contact During Rest

- a. The Company may initiate telephone contact with a Flight Attendant during her/his layover duty-free period only within the one hour and fifteen minute (1:15) period of time commencing at block in of the aircraft of the Flight Attendant's last flight prior to the layover, and again during the time period commencing one hour (1:00) prior to the scheduled ground transport ("van pick up") time prior to the Flight Attendant's first scheduled flight following a layover. It is understood that the Company will restrict communications during this period to the following communications:
 - i. Notification of cancellation of the Flight Attendant's first flight following a layover, thus resulting in a later departure from the layover hotel;
 - ii. Delayed departure of the Flight Attendant's first flight following a layover, thus resulting in a later departure from the layover hotel.

It is understood for purposes of this paragraph that positive contact with the individual Flight Attendant is required in order for the notification to be valid.

- b. The Company may also initiate telephone contact with a Flight Attendant to prevent an outbound cancellation from the layover city and/or to position a Flight Attendant to complete the original sequence. This contact may be made during the time period specified in paragraph E.4.a., above or for one hour (1:00) prior to the scheduled ground transport ("van pick up") time prior to the affected flight. It is understood for purposes of this paragraph that positive contact with the

AFA-American Eagle Contract 2012

individual Flight Attendant is required in order for the notification to be valid. For the purposes of this paragraph, "van-time" shall be considered one hour prior to the scheduled or actual departure of the flight, whichever is earlier.

- c. The Company may contact a Flight Attendant at any time in the event of a Flight Attendant's personal non-employment related emergency.
- d. In the event a Flight Attendant is contacted by the Company at any time outside the above-described periods of time or for a reason not listed above (e.g. soliciting open time), the Flight Attendant whose layover duty-free period has been so interrupted will be automatically granted a day free from all duty with the Company, with no loss of pay, to be provided no later than the last day of the bid month following the month in which the Flight Attendant's rest was interrupted. The day selected shall be of the Flight Attendant's choosing.
- e. Alternatively, the Flight Attendant may forego the day free from all duty and may elect instead to be paid three hours and forty-five minutes (3:45) above her/his guarantee.

F. Continuous Duty Overnights ("CDOs")

1. "Continuous Duty Overnight" is a scheduled duty period which begins in one calendar day and ends in the next calendar day without interruption by a scheduled rest period of at least eight hours (8:00) between flight assignments, and is so identified by a scheduled on duty rest of less than eight hours (8:00) in accordance with the provisions of sub-paragraphs a., b., and c. below:
 - a. Should a Flight Attendant be scheduled for a CDO which is scheduled to provide a break of six hours (6:00) or less (block in to block out), such Flight Attendant will not be scheduled for more than two (2) take offs during such CDO.
 - b. Should a Flight Attendant be scheduled for a CDO which is scheduled to provide a break of more than six hours (6:00) (block-in to block-out), such Flight Attendant will not be scheduled for more than four (4) take-offs during such CDO.
 - c. Should a Flight Attendant scheduled as provided in sub-paragraphs a. or b. above be assigned new flying, the number of times she/he may depart from her/his domicile shall be determined on the basis of the break received calculated on actual block-in and block-out times for such break.
2. Flight Attendant schedules will be constructed with no more than three (3) consecutive CDOs. Such CDO groupings shall be followed by not less than two (2) calendar days off.
3. Wherever possible, the Company will construct lines of flying that contain only CDOs.
4. No more than four (4) consecutive CDOs will be scheduled for a Flight Attendant during the transition period.
5. A Flight Attendant may request removal of the fourth CDO that falls in the beginning of the new contractual month. Staffing permitted; the transition team will remove the fourth CDO with no reduction in guarantee. For purposes of such removal, staffing will be evaluated before the final bid awards are posted. If staffing does not allow for removal at that time, the request will be reevaluated after the close of initial open time bid.
6. Requests for the removal of a fourth CDO during the transition period will take precedence over all other requests. Such requests will be processed in seniority order.
7. A Flight Attendant holding a CDO line which is projected to contain seven (7) or more CDO trips, who picks up open time on a day off, will be credited for such time in addition to the normal monthly guarantee.

AFA-American Eagle Contract 2012

SECTION 8 **SCHEDULING**

A.1. Monthly Bidding Process [Automation SL]

a. Distribution of Bid Packages

Schedules for bidding purposes will be posted electronically to each Flight Attendant at each domicile on or before sixteen (16) days prior to the start of the next contractual month. Paper bid packages will be made available to each Flight Attendant at each domicile fifteen (15) days prior to the start of the next contractual month. In the event that the Company needs to adjust this timeline due to unforeseen circumstances, the Company will notify the Association as soon as possible.

b. Bid Closing Date

Bidding will close at 1200, Central Time (CT) at the domicile, five (5) days after electronic posting.

c. Preliminary Bid Awards

Preliminary bid awards will be posted electronically and via AVARS later on the same date as the bids close.

d. Transition Adjustments Period and Open Time Window

The Company will utilize the four days following Preliminary bid awards to resolve scheduling conflicts during the transition period.

e. A twenty-four (24) hour Automated Trip Trade with Open Time window opens at 1200 CT no later than seven (7) days prior to the next contractual month. No Trip Drops, Open Time Pick Up or Manual Trades with Open Time will be allowed during this window.

f. No later than six (6) days prior to the next contractual bid month, the Automated Trip Trade Twenty-Four (24) hour window closes at 1200 CT and relief lines will be constructed.

g. Final Awards

Final bid awards will be posted as soon as available but in no case less than four (4) days prior to the start of the next contractual month.

Automated Trip Trading with full functionality begins concurrently with the publishing of final bid awards at 1200 CT. Flight Attendants may also begin submitting requests for Manual Trades at this time.

Timeline For Bid Process Example:

30/31 day month

14 th or 15 th of the Month	Bids are available electronically (Sixteen days before the start of the new contractual month)
15 th or 16 th of the Month	Paper bid packets are available and distributed (Fifteen days before the start of the new contractual month)
19 th or 20 th of the Month	Bids close at 12:00 CT
19 th or 20 th – 23 rd or 24 th of the Month	Transition works on everything except the building of relief lines
23 rd or 24 th of the Month	24-hour Automated Trip Trade With Open Time Window Opens at 12:00 CT No drops, OT, out-of-base or anything manual for next month will be processed; only automated transactions.
24 th or 25 th of the Month	12:00 CT, Automated Trip Trade With Open Time Window Closes. Relief lines begin to be built.
26 th or 27 th of the Month	At 12:00 CT the Transition Period ends. Bids are considered final. TTOT application is activated with full functionality. Manual trades may now be accepted.

AFA-American Eagle Contract 2012

Entries for viewing available sequences

N4D/Base//Date (e.g., N4D/DFW//10JAN)	Displays all trips that are open (“above the line”) or posted for drop (“below the line”), making them available for pick up.
N4DL/Base//Date (e.g., N4DL/DFW//18JAN)	Will display only those open and posted sequences that a Flight Attendant is qualified and legal to pick up. If a “D” follows the sequence, a Duty Free period (DFP) conflict exists, requiring the elimination of a DFP.
N4T/Seq/Date (e.g., N4T/22132/24JAN)	Will display a list of “redder” open sequences with which a Flight Attendant is qualified and legal to trade her/his red sequence. If a “D” follows the sequence number, a Duty Free Period (DFP) conflict exists, requiring the elimination of a DFP.
N4TL/Seq/Date (e.g., N4TL/22123/24SEP)	Displays only those “redder” open sequences for which a Flight Attendant is qualified and legal to trade her/his red sequence. If a “D” follows the sequence number, a Duty Free Period (DFP) conflict exists, requiring the elimination of a DFP.

Red for Red Trading Rules

<u>Drop Status</u>	<u>Pick-Up Status</u>	<u>Allowed</u>	<u>Seq. Date pick up vs. Seq. Date Drop</u>
Green	Green	Yes	n/a
Green	Red	Yes	n/a
Red	Green	No	n/a
Red	Red	Yes (exceptions)	n/a
Red	Red	Yes (if different duration, the pickup trip must be redder)	Same Date Start
Red	Red	Yes (if different duration, then pickup trip must be redder)	Overlapping Dates
Red	Redder	Yes (Restrictions)	Different Dates

h. Red for Red Trading Rules

1. Same Date Trades

If same start date and same end date, then no restrictions

If same start date but different end date, then allow trade if pick up trip is redder than drop trip.

2. Overlapping Trades

If overlapping (where both trips operate on at least one common date), then allow trade if pick up trip is redder than dropped trip.

3. Different Date Trades

For different dates (trips operate on mutually exclusive dates), allow trade if pick up trip is redder than dropped trip.

4. Posting a trip is always allowed.

Doing so allows the trip to be picked up by another Flight Attendant without regard to “RED” restrictions.

AFA-American Eagle Contract 2012

2. Bid Package

The bid package will show all Regular, Relief and Reserve Lines, Hybrid Lines, Reserve Block Lines (RBLs), Airport Reserve Lines and Reduced Guarantee Lines, if any. The package will also show, at a minimum, the following:

- a. Bid Issue Date
- b. Bid Closing Date
- c. Dates 24 hour Window for TTOT opens and closes
- d. Date that automation with full functionality opens
- e. General Information:
 - i. Number of lines for each position
 - ii. Monthly Calendar
- f. Trip Sequence Summary by Aircraft Type
- g. Specific Trip Sequences, which will include, at a minimum:
 - i. Trip sequence number
 - ii. Flight numbers and frequency
 - iii. All scheduled stops by station
 - iv. Departure and Arrival times
 - v. Total flight block-to-block times
 - vi. Scheduled duty period credit
 - vii. Scheduled trip sequence credit
 - viii. Check-in at domicile
 - ix. Report time at layover station
 - x. Daily on-duty period
 - xi. Off duty time
 - xii. Total time away from base (TAFB)

B. Bidline Schedule Construction

1. A variety of bid lines will be constructed, with priority given to constructing lines with similar trips (e.g. single day trips or multi-day trips or CDOs).
2. Regular and relief lines will be constructed with a minimum of two (2) periods of at least two (2) consecutive days off.
3. A Flight Attendant holding a regular line of time will not be scheduled for reserve.
4. Lines will not be constructed with more than ninety-one (91:00) credit hours (including fifty percent (50%) of scheduled deadhead hours).
5. Lines will be constructed with at least ten hours (10:00) rest between trips in domicile.
6. Lines of time for a month will reflect any known reduced/changed holiday scheduling for that month. Should holiday schedules be modified after the final bid award, the affected Flight Attendants will be notified as soon as possible.

AFA-American Eagle Contract 2012

7. If an overnight is scheduled for less than nine hours (9:00), the following day shall not be scheduled for more than twelve hours (12:00) on duty.
8. A bidline trip will normally not consist of more than four (4) days. However, in unusual circumstances such as, but not limited to, charters, retirement of equipment type or shifting of equipment type to a different domicile; trips may be scheduled to a maximum of five (5) days.
9. The Company shall offer reduced guarantee lines when feasible. The pay guarantee for reduced guarantee lines will be fifty percent (50%) of the regular monthly guarantee as defined in Section 4 (Compensation).
 - a. Reduced guarantee lines shall contain trips up to a maximum of forty-five hours and thirty minutes (45:30).
 - b. Such lines will be issued as part of the bid packet and awarded in seniority order.
 - c. No Flight Attendant will be involuntarily assigned to a reduced guarantee bid line.
 - d. Flight Attendants holding reduced guarantee lines may bid for and be awarded open time in the same manner as any other Flight Attendant covered by this Agreement, including on their regularly scheduled day(s) off.
 - e. Benefits and health insurance premiums will be provided in accordance with Section 20 Benefits, Retirement and Eligibility. Accruals of seniority, vacation and sick leave will be as provided in those sections. Pass privileges will be the same as those extended to regular line holders.

C. Reserve Line Construction

1. Reserve Line Parameters
 - a. Reserve Lines will be constructed with at least one block of four (4) consecutive days off and one block of three (3) Golden Days.
2. The Company will make available at least one (1) reserve line in each domicile with all weekend days off in the bid month.

3. Reserve Block Lines (RBLs)

- a. Reserve Block Lines (RBLs) will be constructed with a minimum of thirteen (13) days off. All of the days of reserve availability shall be allocated on the line as outlined in the table below. In bid months containing thirty-one (31) days, one (1) additional day off will be attached to a block of contiguous days off.
- b. The RBLs will be available for bid at each domicile and must be published in the bid packet according to the examples (A, B and C) below:

The three types of Reserve Block Lines possible:

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
A	R	R	R	R	R	R	X	R	R	R	R	R	R	X	R	R	R	R	R	X	X	X	X	X	X	X	X	X	X	X
B	X	X	X	X	X	X	X	X	X	X	X	R	R	R	R	R	R	X	R	R	R	R	R	R	X	R	R	R	R	R
C	R	R	R	R	R	X	R	R	R	R	X	X	X	X	X	X	X	X	X	X	X	R	R	R	R	X	R	R	R	R

c. Award of RBLs

The number of RBL lines posted and multi-awarded shall be determined by the below provisions:

- i. Each domicile shall have a minimum of three (3) RBLs (one each of A, B and C) awarded, if bid.
- ii. A minimum of ten percent (10%), rounded up, of awarded reserve lines will be RBLs (if bid) in each

AFA-American Eagle Contract 2012

domicile. RBLs will be multi-awarded if all three (3) RBLs are bid.

- iii. The number of RBL lines awarded may not exceed twenty percent (20%) of a base's total awarded reserve lines.
- iv. If insufficient Flight Attendants bid the RBLs, the un-awarded lines shall be dropped and may not be involuntarily assigned to a Flight Attendant.
- v. The percentage limitations in c.ii. and iii. above may be amended by mutual agreement.
- vi. The minimum monthly guarantee of 75 hours in accordance with section 4.B. shall apply to RBL lines.

4. Hybrid Lines:

A hybrid line is a line of time that contains the first or second half of a bid month as reserve availability days and the other half of that month dedicated for trips. The bid package will show all hybrid lines available to be bid upon. Such hybrid lines shall be awarded in accordance with seniority order pursuant to 8.E.2. The awarded hybrid lines shall be populated with trips after the close of the 24 hour window in the same manner as relief lines.

a. Construction of Hybrid Lines:

After the number of relief lines are determined, the Company shall convert one half (1/2) of the relief lines into hybrid lines to be put out for bid. If there are an odd number of relief lines, the last odd relief line shall remain a relief line.

Conversion rate examples:

4 relief lines = 2 relief lines, 4 hybrid lines

7 relief lines = 4 relief lines, 6 hybrid lines

13 relief lines = 7 relief lines, 12 hybrid lines

- b. Each line will contain a minimum number of days off as provided for in Section 7. Both the reserve half and the "trip-populated" half of the month shall be constructed in accordance with this Agreement. The "trip" half of the line may be populated with trips totaling a maximum of thirty-eight (38) credit hours. All trades must be submitted for manual processing. Reserve trades may only be effected in that half of the month where reserve days are plotted. Trip trades may only be effected in that half of the month where trips are plotted.

c. Pay Credit for the month:

The minimum monthly guarantee of 75 hours and the cancellation credit for the trip-populated portion of the hybrid line in accordance with section 4.B. and 4.C. shall apply.

D. Bidline Construction Committee:

1. The Union will establish a Bidline/Reserve Construction Committee consisting of at least one representative from each Domicile that will meet with the Company for the purpose of developing cooperative and efficient flight operations, including input and suggestions with respect to trip pairings and line construction as applicable to each base's unique operations.
2. The Union Bidline/Reserve Construction Committee shall meet or coordinate with the Company each bid period, or more frequently by mutual agreement, to discuss the subsequent month's trip pairings and bidline construction.
3. The Bidline/Reserve Construction Chairperson and/or the Domicile representatives will be afforded the opportunity to provide input during the pairing construction process. After completion of the "daily solution" the Chairperson and/or Domicile representatives shall be provided no less than 24 hours to review and provide recommendations. Recognizing that some trip pairing(s) which are otherwise legal, may present problems such

AFA-American Eagle Contract 2012

as delivery of service difficulties, the Committee Chairperson and/or Domicile reps will be given reasonable consideration in the final construction of pairings.

4. Once per quarter, the Company will meet with representatives from each domicile and the Bidline/Reserve Construction MEC Committee Chair to discuss planning issues, projections, staffing, or any issues impacting quality of the schedule/operation.

E. Bidding

1. A Flight Attendant may bid any of the lines posted at her/his domicile.
2. Bids will be awarded to qualified Flight Attendants in accordance with seniority.
3. The number of reserve lines offered could be less than the number of Flight Attendants available. When that occurs, reserve lines will be multi-awarded in order of seniority, with the distribution on each line as even as mathematically possible.
4. An Inflight Supervisor will bid for a Flight Attendant, upon request, when a Flight Attendant will not be available to bid because of extenuating circumstances.
5. In order to be awarded a bidline for the month when a Flight Attendant returns from a leave of absence, the Flight Attendant must be projected to be available on the first of the bid month. The Company shall make a reasonable effort to construct a relief line for a line holding Flight Attendant who clears for duty following the final bid award.
6. A Flight Attendant who fails to bid by the bid closing time, or who fails to bid enough lines, will be assigned the lowest unbid numerical line of time, in order of seniority.
7. A Flight Attendant who is expected to be on a leave of absence or a planned absence for an entire bid period and who is entitled to receive compensation for trips missed during that period shall be entitled to "paper bid" for the purposes of calculating pay. For a leave of absence of less than one bid period, a Flight Attendant may use available sick time which shall be paid based on the monthly guarantee on a prorated basis.
8. Buddy Bidding
 - a. The Company shall provide the Buddy Bidding program which allows two (2) Flight Attendants to bid for and be awarded the same line of flying for a bid month.
 - b. Both Flight Attendants shall submit a regular bid and indicate on their Bid Ballot that they are Buddy Bidding. The lines shall be awarded on the junior Flight Attendant's seniority provided that the senior Flight Attendant can hold the other position on the same line.
 - c. If no bidline is found with two (2) open positions that can be held by both Flight Attendants, or if the Buddy Bid Link is never established, the "Buddy Bid" will be considered "busted." Each Flight Attendant of the busted Buddy Bid will be awarded an individual bidline. Such lines will both be awarded at the seniority of the most junior Flight Attendant of the busted bid.

9. Bid Award System Error

When the Company is made aware that bids have been mis-awarded, bids will be rerun within 24 hours of bid closing in order to rectify error(s).

E. Schedule Changes

AFA-American Eagle Contract 2012

1. Prior to the Final Bid Award

Changes made to the published bid schedule package resulting in the final bid award may consist of those necessary for the constructing of relief lines, correcting of errors, and schedule conflict resolution during the transition period.

2. After the Final Bid Award

In the event a Flight Attendant holding a line of time loses all or portion of a trip sequence:

a. she/he may be given a new trip sequence(s) or portion thereof for the same day(s) originally scheduled, provided the check-in time for the new trip sequence(s) is no earlier than the check-in for the originally scheduled trip sequence, and the check-out time is no more than two hours (2:00) later than the check-out time of the Flight Attendant's originally scheduled trip sequence. (Please refer to examples in Side Letter J)

b. However, such Flight Attendant may be offered and elect to accept an assignment which is earlier than the check-in time for the originally scheduled sequence. Refusal of such offer will not result in the reduction of her/his guarantee.

c. In the event the Company is unable to notify the Flight Attendant of a schedule change prior to her/his check-in, such Flight Attendant may be assigned new flying in accordance with F.2.g. below.

d. On sequences with multiple duty days, only the duty day of the schedule change may be increased by such two hours (2:00) specified in a. above.

e. In no case, however, will such increase schedule the Flight Attendant beyond the maximum scheduled duty day as specified in Section 7-Hours of Service.

f. Crew Scheduling will return the Flight Attendant to her/his originally scheduled trip sequence as soon as possible.

g. A Flight Attendant will be required to remain available at the airport for no more than two hours (2:00) for additional flight assignment.

3. a. In the event the Flight Attendant is assigned new flying, she/he will be credited with the greater of the flight time of her/his original trip sequence, or the actual trip sequence(s) flown.

b. If the Company substitutes aircraft on any leg of a trip, the affected Flight Attendant(s) will be paid the greater of:

- i. The originally scheduled flight time
- ii. The scheduled flight time of the new/substitute aircraft
- iii. The flight time actually flown

c. Such calculations shall be made on a leg-by-leg basis.

4. Schedule changes may involve flight legs at the beginning of, end of or mid-sequence. A Flight Attendant given alternate flight legs within her/his sequence, will be responsible for completing the remaining flight legs of her/his originally scheduled sequence, as assigned by Crew Scheduling.

5. Assignment to New Flying When a Two Flight Attendant Crew Loses All or a Portion of a Trip In Instances Other than a Downgrade: [old SL AA]

a. When a Flight Attendant working as part of a two Flight Attendant crew loses all or a portion of a

AFA-American Eagle Contract 2012

trip due to something other than a downgrade and a new flying assignment is available for only one of the Flight Attendants in the crew, the most senior legal and available Flight Attendant will get to choose whether or not to work the new flying assignment.

- b. When flying is lost due to something other than a downgrade and new flying assignments are available for both of the Flight Attendants on the affected crew, choice of the available assignments will be provided in seniority order.
- c. If it is anticipated that all or a portion of a sequence will be lost multiple times throughout the month and new flying assignments for less than the entire Flight Attendant crew are available, the new flying assignment(s) will be offered to the Flight Attendant(s) as early as possible. When offered, the most senior legal and available Flight Attendant must indicate which assignment(s) she/he will work.

6. Assignment to New Flying When Notified of Loss of Flying More than Twenty-Four (24:00) Hours Prior to the Loss [old SL HH]

- a. In the event a Flight Attendant is notified more than twenty-four hours (24:00) prior to the departure time of the first flight of a sequence in which either the first turn or the entire trip sequence has been cancelled, she/he is obligated to check her/his flight schedule twenty-four hours (24:00) before the departure time of the original sequence and fly any new flying to which she/he is assigned.
- b. The new flying to which a Flight Attendant may be assigned may not be scheduled to depart earlier than the departure time of the original sequence nor arrive more than two hours later than the scheduled arrival time of the last flight of the sequence in which the lost flying occurs.
- c. The Flight Attendant who has not been given an assignment to new flying in place of a lost first round trip or entire sequence by twenty-four hours (24:00) before the departure time of her/his original sequence will be relieved of any obligation to make up the time lost and will be pay protected in conformity with this Agreement.
- d. Assignments pursuant to this provision are permitted prior to the Company assigning a Reserve Flight Attendant.
- e. Notification of flight cancellations other than the first turn or entire sequence will be handled in conformity with 8.F.2.

7. A Flight Attendant whose schedule is disrupted at an outstation must contact Crew Scheduling for instruction on her/his continued assignment or release.

8. To reclaim flying lost due to an anticipated misconnect, reference SL.D.

G. Open Time

1. The Company may designate no more than ten percent (10%) of known and proposed flying as open flying in each domicile at the beginning of each month.
2. Open time will also include charters and all other time (including, but not limited to, promotional, hurricane relief, non-revenue passenger flights, etc., unless otherwise provided for in this Agreement) which becomes available during the bid period after the bid packages have been published. Any charter flights and all other flying known prior to the completion of a given month's bid packet construction will be included in the bid package.
3. Open Time Requests

All requests of open time will be awarded consistent with the "turn time" parameters established for each domicile and bid period, as stated in the bid package, applicable to the particular domicile in which the trip originates.

AFA-American Eagle Contract 2012

Such turn times will be no greater, but may be less, than the bidline construction parameters used for the same domicile for the same bid period.

4. Flight Attendants wishing to pick up partial trips from open time will be limited to picking up flight pairings that commence and end at the same domicile. Any partial trip must include either the beginning or the end of the original trip sequence. If, following such a split, the trip remaining in Open Time still contains a pass through domicile, that trip may be split again but must include either the beginning or the end of the trip. [old Automation SL]
5. The Company may use known open time after the preliminary bids close for transition conflict resolution. The Company may use remaining open time after the Automated Trip Trade Twenty-Four Hour (24:00) Window closes to construct relief lines. [old Automation SL]
6. All open time will be posted for viewing by Flight Attendants. The Company may designate and withhold specific open trip sequence(s) for Reserve Flight Attendants. The Company will not deny any request for a trip drop or PVD for any day(s) on which it has withheld an Open Time sequence(s) as determined at the time the drop request is processed. Flight Attendants may bid and will be awarded open time in accordance with paragraph H and I of this Section. A Flight Attendant who is awarded such open time will be responsible to fly the trip sequence(s).
 - a. When Open Time has been blocked, the date on which a trip sequence begins, will determine whether such trip is available for pick up. Requests to pick up Open Time trips will be approved when the day the trip commences is not blocked or becomes unblocked at the time of processing.
7. Flight Attendants on management-level status may pick up an existing OT trip after 12:00 CT the day prior to the departure date of that trip. Such trip must have been in OT for at least thirty-six (36) hours prior to the management-level Flight Attendant picking up the trip.

H. Automated 24-Hour Trip Trade With Open Time Window [old Automation SL]

1. Known open trip sequences available and remaining after the preliminary bidline awards and monthly transition have been completed will be posted in the domicile for twenty-four hours (24:00). Flight Attendants will be notified by e-mail message, when the bid opens and closes, prior to the beginning of the twenty four hour (24:00) automated Trip Trade with Open Time window.
2. During the twenty-four hour (24:00) Automated Trip Trade with Open Time window, only automated trip trading with open time will be accepted. No Open Time Pick Up or Drops will be accepted during this period.

I. Open Time Pick Up [old Automation SL]

1. The open time remaining when bids are final and any new open time will be posted as it becomes available.
2. Requests for Automated transactions will be submitted in DECS via Sabre or its replacement. Bids for manually processed Daily Open Time may be submitted via e-mail, the computer system (RF) or, on the day of the operations, by telephone if followed up in writing. Bids will close each day at 1200 CT for all known daily open time for the following day and for each subsequent day throughout the remainder of the month. Manual transactions will be processed as received and awarded on a first-come, first-served basis.
3. Automated bids will be processed and awarded as they are received on a twenty-four hour (24:00) basis. Manual submissions will be processed as they are received during normal Swaps and Drops hours. Any requests that can be processed through the automated system should not be submitted manually.
4. Between the time a request for manual processing of a trip is received and the time it is processed, another Flight Attendant may submit an automated request for the same trip. This would result in the trip being properly awarded to the automated request.

AFA-American Eagle Contract 2012

5. Following the final bid award the Company may utilize open time for the purposes of conducting Initial Operating Experience (IOE).

J. Trip Trades/Optional Exchanges Between Flight Attendants

1. A Flight Attendant, other than a Reserve, may trade a trip with another Flight Attendant, or pick up a trip from another Flight Attendant on her/his day off so long as it does not create a scheduling conflict.
2. All full sequence trip trades will be arranged by the Flight Attendant and submitted through the automated Trip Trade/Optional Exchange system for electronic processing, or, on the day of operation, by telephone if followed up in writing.
3. Trip trade/optional exchange requests for partial sequences may be submitted via e-mail or computer system (RF) but must be submitted by both the affected Flight Attendants. On the day of operation such request may be made by telephone and then followed up in writing. Partial trip sequences may be traded; however, such flight segments must originate and terminate in the Flight Attendant's domicile. A Flight Attendant will be granted unlimited partial trip trades/optional exchanges. Manual submissions will be processed as they are received during normal Swaps and Drops hours. Any requests that can be processed through the automated system should not be submitted manually.
4. A Flight Attendant who trip trades may have her/his monthly guarantee adjusted if the trade causes her/him to be below the minimum monthly guarantee for the month. When both parties to a trade are holding bidlines originally projected under the guarantee, the guarantee will not be adjusted downward.
5. Trip trades do not have to be of equal credited value.
6. A Reserve may trade reserve days or days off with other Reserves.
7. A Reserve may pick up a trip from another Flight Attendant or from Open Time on her/his day(s) off, so long as it does not create a scheduling conflict with her/his scheduled reserve duty. The trip must be scheduled to depart late enough for the Flight Attendant to receive required rest after her/his last day of reserve availability and be scheduled to terminate in time to allow required rest prior to the Flight Attendant's next reserve availability period.
8. A Reserve Flight Attendant may request that a day off be moved to another day within the same bid period and such request will be granted if the Company determines that staffing permits the movement of the day off.
9. It is the responsibility of the Flight Attendant holding the trip to determine that the exchange has been awarded.
10. It is understood that a Flight Attendant may trade a trip or engage in an optional exchange with a Flight Attendant from another base and she/he shall be responsible for transportation to and from the trip.
11. Jet-Bridge Transactions: Last Minute Swaps Requested by Both Flight Attendants
 - a. Requests to swap all or a portion of a sequence with another Flight Attendant will be considered by Crew Scheduling. These requests will be approved unless the crew scheduler does not have the time necessary to process the request prior to departure or the requested swap conflicts with contractual or FAR limitations.
 - b. The Flight Attendant dropping all or part of a sequence will be released from her/his duty period upon arrival of the replacement Flight Attendant at the aircraft.
 - c. All swaps will be handled on a first-come, first-served basis.
 - d. A Flight Attendant's guarantee will be adjusted in accordance with section 4-Compensation.

K. Trip Trades with Open Time [old Automation SL]

AFA-American Eagle Contract 2012

1. Trip trades with open time for full trips meeting the following criteria will be handled through automation with the exception of Flight Attendants holding reserve status who must submit their requests manually. Trip trades, whether automated or processed manually will be approved provided:
 - a. The new trip originates and terminates in the same domicile as the original trip(s); and
 - b. The request for the trade has been submitted no later than 12:00) CT the day prior to the start of the original trip(s) or the new trip(s) whichever is earlier.
2. Manual Trip trades with open time will be awarded on a first come, first served basis on the actual time of the request and will be executed as soon as possible after the receipt of the request.
 - a. Trip Trades with Open time that involve trading more than a single sequence for a different single sequence or a single sequence for more than a single sequence must be processed manually. It will be approved based on a staffing provided that all trip sequence(s) to be traded are full trip sequence(s). For Multiple trades, trip sequences do not have to be of equal duration.
 - b. Such trades must be submitted via the RF 200 TTOT mask in the DECS or successor system.
 - c. Any trades currently processed manually will be automated once a new automation system capable of completing this transaction is in place.
 - d. When a manual trade is denied, Crew Scheduling will explain the reason for the denial and provide the Flight Attendant with a written documentation supporting the denial.
3. An Inflight Supervisor will submit a request through the automated system on behalf of a Flight Attendant for whom the automated system is not available because of extenuating circumstances.
4. If a Flight Attendant holding a bidline projected under the guarantee trip trades with open time for a trip of greater value, the additional amount of scheduled time picked up will be paid above the minimum monthly guarantee and treated as Open Time for pay purposes in accordance with 4.F.
5. Next-day transactions will close each day at 1200 CT.

L. Trip Drops [old Automation SL]

1. Automated dropping of trips will be processed on a continual basis and evaluated for approval or denial based on the staffing available at the moment the request is received. Manual requests for trip drops as well as all manual requests for drop(s) or portion(s) of a trip(s) will be evaluated for approval or denial based on the staffing available when processed. Requests submitted for manual processing will be performed on a first-come, first-served basis.
 - a. A request submitted by a Flight Attendant to drop a trip(s) will be considered on a first-come, first-served basis. A Lineholder may request to drop a trip(s) from her/his bidline to open time by submitting a request via automation or on the day of operation, by telephone if followed up in writing.
 - b. A request submitted by a Flight Attendant to drop a portion(s) of a trip(s) will be considered on a first-come, first-served basis. A Lineholder may request to drop a portion of a trip(s) from her/his bidline to open time by submitting a request form to Crew Scheduling via the computer system (RF), e-mail, or on the day of operation, by telephone if followed up in writing.
2. A Flight Attendant holding a reserve line may submit a request to drop a reserve duty day(s) to Crew Scheduling via the computer system (RF) or e-mail. Such request will be processed no more than forty-eight hours (48:00) prior to the start of the reserve duty day for which the drop is requested.

AFA-American Eagle Contract 2012

3. Partial trip sequences from either the beginning or the end of the sequence, may be dropped, however such flight segments must originate and terminate in the Flight Attendant's domicile.
4. Once a drop is approved, the trip is no longer the responsibility of the Flight Attendant to whom it was originally assigned.
5. Any trip(s) dropped will reduce the final bid award guarantee by the same number of hours as contained in the trip(s).
6. A Flight Attendant holding a bidline projected under the guarantee need only make up credited hours dropped before being eligible for guarantee. If a Flight Attendant holding a bidline projected under the guarantee voluntarily drops time, and picks up Open Time, for pay purposes the time subsequently picked up will be treated as outlined below: [old SL O]

- a. If the time is picked up from Open Time, the amount of scheduled time picked up will be treated as "Make Up" time until it equals the amount of time voluntarily dropped. Time in excess of makeup will be paid in accordance with Section 4.F.

- b. Example:

70:00	(Original Bid Line Projection – pays 75:00)
5:00	(Time Voluntarily Dropped by Flight Attendant)
<u>65:00</u>	(Adjusted Bid Line Projection)
70:00	(Projected Pay per Adjusted Guarantee)

+ 8:00 (Open Time Picked up by Flight Attendant)

New Projection:

65:00	(Adjusted Bid Line Projection)
+ <u>8:00</u>	(Trip Picked Up from Open Time - first five hours credited toward Make Up)

73:00 (New Bid Line Projection)

Pays 78:00 (75:00 Guarantee + 3:00 Open Time)

7. If sufficient Reserves, as determined by Crew Scheduling, are available, the drop shall be approved. If not, trips that lineholder(s) wish to drop may be made available for pick up through "HIPOST" or placed in "HIBOARD" by the Flight Attendant for information purposes.

8. Next-day transactions will close each day at 1200 CT.

M. Out of Base Transactions

1. All manual transactions for out of base pick-ups will be processed on a first-come, first-served basis along with in-base manual transactions.

- a. Any Flight Attendant awarded out of base flying shall be provided with the following four (4) options:

- i. Positive space travel the day before, hotel/duty time do not apply.
- ii. Positive space travel to sequence on day of the assignment.
- iii. Standby Travel the day of the assignment if positive space is not available.
- iv. Trip awarded without positive space travel.

AFA-American Eagle Contract 2012

- b. Once a Flight Attendant is awarded out-of-domicile flying, she/he shall be considered based in that domicile for the duration of that trip and all provisions of the contract shall apply.
- c. If the Flight Attendant is given positive space on a flight that is ultimately delayed or cancels and causes the Flight Attendant to report late or misconnect for any portion(s) of the out-of base sequence, she/he shall not be pay protected for any portion of the sequence not worked due to the travel disruption. The Company shall remove the attendance occurrence provided the commuting flight was scheduled to arrive prior to the check-in time of the out-of-base sequence.
- d. It is understood that a Flight Attendant may trade a trip or engage in an optional exchange with a Flight Attendant from another base and she/he shall be responsible for transportation to and from the trip.

N. Order of Assignment of Flying that Becomes Available

- 1. Time which becomes open subsequent to 14:00 CT for the next day's operation:
 - a. At the beginning of each shift, Crew Scheduling will print a list of available reserves in time balancing order (least accrued time to most accrued time), except the first day of the bid period when Flight Attendants will be placed on the list in seniority order. This list is currently known as the "N6DF" list. It is Crew Scheduling's equivalent to the Flight Attendant HI33 list. The Crew Scheduler filling the open time will follow the order of the list (least accrued time to most accrued time) as nearly as possible to assign the open positions in time balancing order.
- 2. Time which becomes open on the day of operation:
 - a. At the beginning of each shift, Crew Scheduling will print "N6DF" list of all available reserve Flight Attendants in time balancing order (least accrued to most accrued time) except the first day of the bid period when Flight Attendants will be placed on the list in seniority order.
 - b. The entire group of Flight Attendants who may be available for the assignment is then broken into three groups:
 - i. Lineholder and Reserve Flight Attendants who have "lost" flying in some manner (e.g. downgrade, cancellation, misconnect)
 - a) Late arriving Flight Attendants using the Commuter Policy who have lost one or more round trips;
 - b) Flight Attendants who have lost time due to a Downgrade;
 - c) Flight Attendants who have lost time due to a cancellation or misconnect.
 - ii. Volunteer/Make-up List
 - a) This list consists of Flight Attendants who have called Crew Scheduling to inform that they would like to pick up additional time and are available for assignment on that particular day.
 - iii. Reserve Flight Attendants
 - a) At home Reserve Flight Attendants for whom there is at least two hours call out time available;
 - b) Reserves already on a trip whose legalities may permit the assignment of additional time;
 - c) Airport Standby Reserves.
 - c. Each of these groups is treated as a separate "bucket". This means that when a Crew Scheduler desires to fill an unassigned position, she/he will begin by evaluating all the Flight Attendants in Bucket #1. If no Flight Attendant is available for assignment, she/he will proceed to Bucket #2. If still no Flight Attendant is available for the assignment, the Scheduler proceeds to Bucket #3.

AFA-American Eagle Contract 2012

- d. Assignments made in Bucket #3 will be given in the order listed above to legal and available Reserves in accordance with Section 9.
- e. Based on the needs of the Company's operation, the Crew Scheduler retains discretion to adjust the order of assignments to more neatly fit within the legalities of the group of Flight Attendants legal and available for assignment(s).
- f. If following procedures, and if time still remains open, Crew Scheduling will employ the Junior Manning/Extension Procedures according to paragraph O. of this Section.

O. Extensions and Junior Manning

1. Extensions

- a. Prior to extending a Flight Attendant, the Company will first attempt to fill the uncovered time with Flight Attendants on the volunteer list in O.3. below.
- b. No lineholding Flight Attendant or reserve flying OT will be extended if there are any reserves, including standby reserves, who are legal and available to fly the assignment and Crew Scheduling has attempted to contact Flight Attendants on the Volunteer List in O.3. below.
- c. A lineholding Flight Attendant or Reserve flying OT may be extended at the end of her/his trip but such extension shall be limited to one turn (i.e. one leg out of and one leg back to domicile). Such extended flying assignment must be scheduled to depart within two hours (2:00) of the Flight Attendant's last scheduled arrival in domicile.
- d. Extensions which require an overnight will return the Flight Attendant to domicile as soon as possible but not later than eighteen hours (18:00) after the scheduled arrival time of her/his original trip sequence (prior to extension).
- e. When it is necessary to extend a Flight Attendant, the most junior, legal and available Flight Attendant shall be the Flight Attendant extended.
- f. A Flight Attendant who is extended will be released into rest upon her/his next arrival at base and will be pay-protected for any trip(s) missed due to her/his extension. A Flight Attendant may, at her/his option, request additional extensions at the end of an extension.
- g. However, with the mutual concurrence of Crew Scheduling, a Flight Attendant may elect to waive the required rest referenced in paragraph O.1.f. above and fly the flights from which she/he would have been removed due to the extension rest requirement. Should the parties concur in the waiver, any flight(s) from which the Flight Attendant would have been removed due to the rest requirement, but which she/he will now fly, will be paid at the Extension rate of pay. [old SL NN]
 - i. Crew Scheduling will contact the Flight Attendant the night prior in accordance with the rest provisions in Section 7 and give her/him the option to fly or be put into rest upon arrival at domicile. If they are unable to make positive contact, the default will be to put the Flight Attendant into rest as specified in paragraph O.1.f.
 - ii. If no positive contact has been made and if the flights have not been assigned out, the Flight Attendant may still request to fly them. If the flights have been assigned out, then there is no obligation on the part of the Company to give the flying back.

2. Return to Domicile Extensions [old SL II]

AFA-American Eagle Contract 2012

- a. A flight attendant whose return to domicile flight has cancelled, is worked by another flight attendant or is worked by no flight attendant (e.g. a maintenance ferry flight) such that she/he cannot be returned to domicile prior to the originally scheduled arrival time of the last flight of the trip sequence may be "Return to Domicile Extended."
- b. Such "Return To Domicile Extension" shall be limited to one flight or, if not possible, the most direct routing to domicile from the station at which the Flight Attendant's "Return To Domicile Extension" commences. Additionally, the Flight Attendant must be returned to domicile no later than eighteen hours (18:00) after the scheduled arrival time of her/his original trip sequence, prior to the "Return to Domicile Extension". However, if this is not possible, the Flight attendant shall be returned to domicile on the earliest company or network carrier flight.
- c. Flight(s) flown pursuant to the "Return to Domicile Extension" will be paid and credited at one hundred-fifty percent (150%) of the Flight Attendant's applicable hourly rate, as set forth in Section 4 of this Agreement.
- d. A Flight Attendant will be pay protected for any trip(s) missed due to her/his "Return to Domicile Extension".
- e. A Flight Attendant may, at her/his option, request additional extension at the end of a "Return to Domicile Extension".
- f. In the alternative, a flight attendant may ask to be released from duty prior to the "Return to Domicile Extension". Approval for such release will be within the discretion of Crew Scheduling. It is understood that a release from duty within the context of this paragraph cannot be involuntary on the part of the Flight Attendant, but must be by mutual agreement between the Flight Attendant and Crew Scheduling.
- g. At her/his option, a Flight Attendant may waive her/his right to rest following a "Return To Domicile Extension" and all provisions as provided for in O.1.f. above, shall apply.

3. Junior Manning

- a. Junior Manning is the assignment of flying to a Flight Attendant on her/his day off. A Flight Attendant may not be junior manned more than thirty-six (36) hours in advance. Additionally, junior man assignment(s) shall be limited to a single day (which may or may not include an overnight) and the Flight Attendant will be released, provided there are more junior, legal and available Flight Attendants, at the first instance where the trip transits her/his domicile the day following the junior man assignment. When a Flight Attendant is junior manned into a bridge trip, she/he will be released, provided there are more junior, legal and available Flight Attendants, at the first instance where the trip transits her/his domicile.
- b. If, after awarding time that is open in N. above, uncovered flying remains, it will be assigned in the order below. If a Flight Attendant is Junior Manned, notification must be made by positive contact by a crew scheduler or by a member of management with the individual Flight Attendant.
 - i. Volunteer Junior Manning List.
 - ii. Most junior, legal and available reserve going into a day off with the least number of credited time balancing hours in domicile per 9.C.4.e.
 - iii. Most junior available Flight Attendant in domicile on a day off.
 - iv. Most junior available Flight Attendant from another domicile on a day off.

4. The Company will maintain a junior man/extension log for no less than ninety (90) days which will include the following information:

AFA-American Eagle Contract 2012

- a. The name and contact number of the person contacted or which management attempted to contact, noting the status of the individual pursuant to O.1. of this Section.
- b. The date and time the call was made.
- c. The result of the call.

This log will be made available to the Association for review, upon request and will be maintained through the grievance and system board procedure, if applicable.

5. Volunteer Extension and Junior Manning List

The Company shall maintain a list of Flight Attendants volunteering to be extended or junior manned. Such list will be accessible to the Association. A Flight Attendant may add her/his name to the volunteer list at any time and may remove her/his name from the volunteer list at any time prior to being contacted for trip assignment. A Flight Attendant who has not removed her/his name from the Volunteer List prior to being contacted for assignment is obligated to accept such assignment. Junior manning /extension assignments will be made available to Flight Attendants on the volunteer list in seniority order.

6. Premium

Flight Attendants who are junior manned or extended, whether from the volunteer list or involuntarily, will receive pay and credit at one hundred-fifty percent (150%) of her/his applicable hourly rate for all hours, or a minimum of four (4) hours paid at the Flight Attendants hourly rate whichever is greater, and paid above the guarantee as set forth in Section 4 of this Agreement. Should the pilots receive an increase in Junior Manning pay, the same increase shall apply to Flight Attendants and shall be paid above guarantee. [old SL H]

- a. Flight Attendants who experience an extended delay such that they are put into rest and work or deadhead on the same flight back to domicile on the next day (which is their day off) shall be considered to have been Junior Manned and will receive pay and credit for all work performed on their original day off in accordance with this Section.
- b. If a Flight Attendant has to be removed from flying in her/his line due to a conflict with the junior manning assignment or extension to be put into rest, she/he shall be pay protected and credited for all time lost in addition to the junior manning/extension pay. In accordance with 8.O.1.g. above, the Flight Attendant may waive her/his right to rest and fly the flights from which she/he would have been removed due to the extension rest requirement. Any flight from which the Flight Attendant would have been removed due to the rest requirement, but which she/he elects to fly, will be paid in accordance with this Section.
- c. Additionally, if the junior manning assignment or extension causes the Flight Attendant to lose time from her/his line due to a conflict, she/he shall be pay protected and credited for all time lost in addition to the junior manning/extension pay.
- d. In no event shall a Flight Attendant receive less pay than if she/he had actually flown the flying lost. For example, in the event that the flying lost in b. and c. above, is OT flying, such flying shall be pay protected and credited in accordance with 4.F. Additionally, if the flying lost was a trip voluntarily picked up from the junior manning list, then such trip will be pay protected and credited in accordance with this Section.

7. Limits

- a. A Flight Attendant will not be junior manned and/or extended more than three (3) times in any bid period, unless she/he agrees otherwise.

AFA-American Eagle Contract 2012

- b. Furthermore, a Flight Attendant will not be junior manned and/or extended more than twelve (12) times in any calendar year without her/his consent.
- c. For the purposes of the limits set forth above, a junior manning or extension that extends from one bid month into a new bid month will be counted in the new bid month.
- d. A Flight Attendant who elects to invoke the monthly and annual limit described above may notify Crew Scheduling at the time of, during, or any time after the 3rd monthly or the 12th annual junior manning/extension. The Flight Attendant will remain subject to junior manning/extension until such time as she/he so notifies Crew Scheduling. If a Flight Attendant does not invoke the limit until being contacted for the 4th monthly/13th annually or greater junior manning/extension, she/he must fly that assignment but will not be subject to any further junior manning/extension.
- e. Additionally, a Flight Attendant will not be junior manned or extended to sit reserve and will not be junior manned or extended into an assignment which causes a conflict with any other provision of this Agreement.
- f. If there are any reserves available (on RAP, ending a trip, not yet started a trip, on airport reserve, etc.) to the Company in a domicile, the Company shall not junior man/extend any Flight Attendant in that domicile.

g. "Critical Coverage" [old SL RR]

The Director of Crew Scheduling/Planning, or her/his designee, may declare days of known staffing shortages as Critical Coverage Days. Such declaration will be made on a domicile by domicile basis, as far in advance as possible and once made such declaration may not be revoked. Any Flight Attendant who picks up open time scheduled to operate on such day(s), or who has previously picked up Open Time scheduled to operate on such day(s), will be entitled to the Critical Coverage premium of 150%, paid above the guarantee, in addition to all other premiums set forth in this Agreement. This provision is intended to allow the Company to cover known short-term staffing irregularities.

- a. Flight Attendants will be credited with this premium pay for all leg(s) scheduled to operate on the date(s) declared as critical coverage, whether actually flown or cancelled, when the leg(s) was/were awarded as Open Time (OT).

P. Displacements and Downgrades

1. When a Flight Attendant is displaced from scheduled flights by the Company, such displaced Flight Attendant will be released from duty and paid and credited as if she/he had flown the trip.
2. If a flight is downgraded resulting in the assignment of a lower number of Flight Attendants, the more senior Flight Attendant(s), will get to choose whether or not to work the trip. A Flight Attendant who is released from such an assignment may be assigned to new flying so long as the new assignment is made within two hours (2:00) after her/his release from the downgraded aircraft and so long as that trip is scheduled to return to base within two hours (2:00) of her/his original return time. If assigned to new flying, the Flight Attendant will be paid and credited in accordance with the provisions of Section 4 (Compensation) – Sub-Section 4.A.1.
3. If the downgrade occurs at a station other than the Flight Attendant's domicile, the Flight Attendant who opts not to work the downgrade will either be positioned to pick up her/his sequence at the point the original equipment is restored or returned to her/his domicile.
4. If the downgrade occurs on the last round trip of the sequence, and the Flight Attendant removed from the trip is not assigned new flying, the Flight Attendant, upon mutual consent from the Company, may be released from duty. If released the Flight Attendant will be pay protected for the value of such round trip.
5. The provisions of P. 1., 2., 3., and 4. above shall also apply in cases of double coverage of a position/trip.

AFA-American Eagle Contract 2012

Q. Bid Period Transition Assignments

1. The bid period transition occurs when a Flight Attendant's trip from the current bid period continues into the new bid period. The bid period transition shall consist of no more than the first four (4) days of the bid period, unless shifted in accordance with Paragraph 2. below.
2. A Flight Attendant will fly her/his last trip of the prior bid period into the new bid period, unless she/he has elected to have transition resolution by adjusting the current bid award, thus potentially moving her/his transition period into the last three (3) days of the current bid month. Such election may be made on the monthly bid form. Alternatively, the election may be made via the Company computer system within twenty-four hours (24:00) after the posting of the preliminary bid awards.
3. Should a Flight Attendant be awarded a line of flying that contains a trip sequence that continues into the following bid period and not elect to have the transition resolution in the current bid award, the Flight Attendant will complete the last trip sequence of the bid period and her/his schedule for the following bid period will be adjusted if necessary.
4. A Flight Attendant who flies a portion of a trip into the new bid period and is thus not available to fly her/his first scheduled trip of the new bid period may be required to be available for new flying on the same days she/he was removed from her/his first trip of the new bid period due to the transition conflict.
5. A trip assigned to a Flight Attendant in accordance with this provision cannot interfere with the next scheduled day off or the next scheduled trip unless the Flight Attendant agrees to be assigned into her/his days off. A Flight Attendant who is not assigned to a trip(s) during transition will be off duty on any day(s) such Flight Attendant is not assigned to a trip(s).

R. Crew Scheduling Recording

1. A phone recording shall be used to tape all telephone conversations between Crew Scheduling, all other departments performing crew scheduling activities, and Flight Attendants. The phone recording system shall provide a method of indication of the time, date of calls and numbers called.
 - a. Such recording shall be kept for a minimum of sixty (60) days and shall be made accessible to each Local President/designee upon request. If for any reason, a recorded conversation, or part of it, is missing, erased or is otherwise inaudible, a prompt review of the incident in question will be conducted by the Director of Crew Scheduling upon request from the respective Local Association President/designee. The Company may not use a damaged or incomplete tape as evidence against a Flight Attendant. Furthermore, in the case of a disagreement between a Flight Attendant and the Company, if a requested tape is missing, damaged or otherwise incomplete, the Flight Attendant's position will be judged to be vindicated.
 - b. The Company will make the recording(s) available to the Union within seven (7) days of request.
2. Recordings will be reviewed by the Company only for cause and not randomly reviewed for the purpose of discovering Flight Attendant misconduct.

S. Deadheading

For the purposes of this Agreement, all time spent deadheading/positioning under the direction of the Company will be considered duty-time and will be compensated in accordance with Section 4 (Compensation) of this Agreement.

1. A Flight Attendant will not be required to utilize a jumpseat for the purpose of deadheading/positioning.
2. Alternate to Scheduled Deadhead/Position
 - a. When the first scheduled leg(s) of a trip is a deadhead/position leg(s), a Flight Attendant holding a line of time, at her/his option, may elect not to take the scheduled deadhead/position flight, and instead report for

AFA-American Eagle Contract 2012

duty at the appropriate base or outstation, so long as she/he advises Crew Scheduling prior to check-in time for the scheduled originating leg(s) in domicile.

- b. When the last scheduled leg(s) of a trip is a deadhead/position leg(s), a Flight Attendant holding a line of time or a Reserve on OT, at her/his option, shall be released from duty prior to such scheduled deadhead/position leg, provided that she/he advises Crew Scheduling of such before leaving the airport in the outstation.
- c. A Flight Attendant who chooses to exercise this alternative to the scheduled deadhead/position will receive one hundred percent (100%) of the pay and credit she/he would otherwise have received if she/he had taken the deadhead/position flight(s), in accordance with Section 4 (Compensation) of this Agreement.
- d. Flight Attendants shall deadhead in passenger seats.

T. General

1. The Company will maintain a standard method of notifying Flight Attendants if scheduled departure time is appreciably delayed or if the flight is canceled. Flight Attendants will be notified as far in advance as possible, consistent with circumstances and the provisions of this Agreement.
2. A Flight Attendant who is unable to report for duty will notify Crew Scheduling as far in advance as possible. The Flight Attendant is required to follow up with her/his Flight Service Manager.
3. The Company will agree to meet with the Union quarterly to address Crew Scheduling concerns.
4. The Company will not select new scheduling software without the input of AFA.
5. A Flight Attendant shall not be required to keep the Company informed of her/his whereabouts while on days off or vacation.

AFA-American Eagle Contract 2012

SECTION 9 RESERVE

A. A Reserve Flight Attendant is one who does not hold a regular flying assignment and whose function is to be available to perform any open flying not flown by Flight Attendants holding a bidline. A Reserve shall either be "At Home Reserve" or "Airport Reserve."

B. Reserve Periods

1. Flight Attendants who are on reserve duty will be notified of a Reserve Availability Period (RAP) for each day of reserve duty, except when assigned a multi-day sequence. Such RAPs will include an on-call period of no more than fifteen hours (15:00). A RAP is not considered to be duty time. Standard RAPs will be published in the monthly bid package. RAPs may be adjusted by the Company due to operational necessity.
2. Airport Reserve Periods will be published as part of the bid package and will be designated as S-1, S-2, S-3, etc. and will include an airport-on-duty period of no more than eight (8) hours.
3. A Flight Attendant on reserve duty may request a release from a reserve day. When Crew Scheduling determines there is adequate reserve coverage such release may be granted.
4. A Reserve not assigned for duty will be released after all departures from that domicile on that last day of her/his scheduled reserve sequence. A Flight Attendant may be released earlier with the concurrence of Crew Scheduling.

C. Reserve Assignments

1. Processing for the first day of each bid period, Reserve Flight Attendants in each domicile will be placed on one list in seniority order.
2. For the remaining days in each bid period, Reserve Flight Attendants in each domicile will be placed on one list in the inverse order of accumulated credited hours for the month, i.e. least time flown is first on the list. For purposes of placement on the list, the following shall be used:
 - a. In addition to other credited time (such as block time), the following time marked by the below removal codes will be credited after it occurs:

<u>BR – Bereavement Pay</u>	<u>SA – Special Assignment</u>
<u>CI – Critical Incident</u>	<u>SF – FMLA use Sick Pay</u>
<u>CD – Career Decision Day</u>	<u>SK – Paid Sick</u>
<u>DR – Restricted Duty</u>	<u>SR – Sick Reserve Paid</u>
<u>F6 – V6 due to FMLA (next year)</u>	<u>TD – Travel Day</u>
<u>ID – Injury on Duty</u>	<u>TR – Training</u>
<u>IS – Injury Sick</u>	<u>V6 – Paid Vacation Day</u>
<u>JD – Jury Duty</u>	<u>VC – Vacation</u>
<u>PM – Paid Move Day</u>	<u>VF – FMLA use Vacation Pay</u>
<u>PU – Paid Union</u>	<u>WP – Paid Witness</u>
<u>PW – Pay withheld</u>	

- b. If two or more Flight Attendants have the same amount of credited time, then they will be placed on the list in seniority order and assignments shall be made in seniority order.

AFA-American Eagle Contract 2012

3. Between the hours of 1000 and 1400 CT Reserve Flight Attendants will have the opportunity to preference specific trip sequences, RAPs , uncovered Airport Reserve Periods, and full and partial releases, if any, for the following day. Such preferences must fall within the Reserve's scheduled days of availability but need not cover all days of availability.
4. By 1800 CT, Crew Scheduling will assign all known Airport Reserve Periods, RAPs and open time trip sequences that are scheduled to depart the next day. Such assignments will be made as follows:
 - a. For the first day of the bid period, Crew Scheduling will go down the reserve list in seniority order, assigning trips based on Flight Attendant preferences. After the awarding of preferences in seniority order, assignments remaining shall be assigned in inverse seniority order. Crew Scheduling will use its best efforts to honor Flight Attendant preferences but not to the extent that so doing would force another Flight Attendant to work on a day off.
 - b. For each of the remaining days in the bid period, Crew Scheduling will process reserve assignments in Least Time Accrued Order assigning trips first followed by, Airport Reserve and then RAPS based on Flight Attendant preferences. Crew Scheduling will use its best efforts to honor Flight Attendant preferences but not to the extent that so doing would force another Flight Attendant to work on a day off.
 - c. A Reserve Flight Attendant who does not express any preferences, or who cannot be awarded any of her/his preferences, will be assigned flying, Airport Reserve or RAP in accordance with her/his position on the list as provided for in Section 8.N.
 - d. Between the hours of 1800 and 2200 CT, a Reserve may determine her/his flying assignment via either AVRS or DECS (or its equivalent). However, only AVRS will confirm receipt of the flying assignment.
 - e. If it becomes necessary to assign available reserve(s) (in accordance with Section 8.O.3.) to a multi-day sequence, yet there are no reserve Flight Attendants available for more than one day, the Company will fill the assignment in conformity with the time balancing procedure (it shall be given to the Flight Attendant(s) with the least amount of hours) and the pay shall be in accordance with 9.J. [old Reserve Order of Assignment SL]
5. A Reserve will be notified of a duty assignment as far in advance as practical in accordance with the time limits prescribed in paragraph C.4., above.
6. At the conclusion of a single-day assignment in her/his base, a Reserve Flight Attendant will be required to call Crew Scheduling for release prior to leaving the airport. If she/he is not given another flight assignment she/he will be released into either a rest period, at-home reserve for the remaining RAP or at home for the remainder of the fourteen (14) hour duty period.
7. At the conclusion of a multi-day assignment in her/his base, a Reserve Flight Attendant will be required to call Crew Scheduling for release prior to leaving the airport. If she/he is not given another flight assignment she/he will be released into a rest period.
- D.
 1. A Reserve Flight Attendant may utilize a cellular telephone for the purpose of contact while on reserve. It is the responsibility of the Flight Attendant to maintain her/his cellular telephone in working order and to ensure that Crew Scheduling is provided with a working number.
 2. Reserve Flight Attendants, excluding Airport Reserves while on Airport Reserve Duty, will have fifteen minutes (:15) to respond to a telephone message and such time will be included in the call out time.
- E. The minimum reserve call-out period will be two (2) hours prior to check-in time.
- F. At hub domiciles, Flight Attendants on reserve may be assigned to Airport Reserve at the airport up to eight hours (8:00) on each of the scheduled reserve days. The Airport Reserve may be assigned to a trip(s) or portions of a

AFA-American Eagle Contract 2012

trip(s) scheduled to depart no later than forty-five minutes (:45) after the end of said "Airport Reserve Period" provided, however, that clean, comfortable, quiet, and secure facilities are available at the airport for the exclusive use of crewmembers on "Airport Reserve". The forty-five minute (:45) window of assignment is illustrated in the examples at the end of this Section.

1. Airport Reserve time is duty time. A Flight Attendant assigned to Airport Reserve will receive per diem from report time to release time.
 2. A Flight Attendant serving an airport reserve duty period and who actually flies, shall receive credit for the greater of any time flown or the value of the day for time balancing purposes.
 3. A Flight Attendant serving an airport reserve duty period who does not receive a flight assignment shall receive the value of the day as credit for time balance purposes. The minimum time balancing credit for each day shall be the value of the day.
 4. A Flight attendant who would be on a scheduled day off the day following a PM Airport Reserve assignment could face the possibility of being unable to return to her/his domicile prior to her/his scheduled day off. Therefore, in order to assign a reserve Flight Attendant to PM Airport Reserve, that Flight Attendant must have been originally, scheduled to be on reserve the day following the PM Airport Reserve commitment, unless there are no other reserve Flight Attendants available. [old SL BB]
 5. At the completion of the Airport Reserve period, the Flight Attendant shall be released from reserve duty for the remainder of the day.
 6. Assignments among Airport Reserves will be made in least time accrued order, not including time flown during the airport period. However, if two or more Flight Attendants on the same Airport Reserve period have the same amount of credited time, assignment will be made in inverse order of seniority. If there are Flight Attendants on overlapping Airport Reserve periods, a Flight Attendant on the earlier period shall be given the assignment, in accordance with the above, provided that she/he is legal and available for the assignment.
 7. The Association shall have the right to confer with designated Company representatives concerning Airport Reserve matters.
 8. Once an Airport Reserve begins an Airport Reserve assignment, any additional assignments must be made within the parameters of Section 9.F.
- G. Once a Reserve Flight Attendant has been given a trip assignment she/he will be required to remain available for immediate flight assignment during her/his RAP.
- H. A Reserve Flight Attendant who voluntarily picks up Open Time on a day off will be paid and credited above the minimum monthly guarantee in accordance with Section 4 (Compensation). Such pick-ups from Open Time will be approved unless the scheduling of such trip will affect the Flight Attendant's availability on her/his regularly scheduled reserve days (i.e. insufficient rest or seven-day conflict). Any Reserve Flight Attendant awarded an OT trip shall be considered as a line holder and all provisions and protections of this Agreement shall apply.
- I. If, on a reserve day that is followed by a day(s) off, the last scheduled leg(s) of a reserve flight assignment is a deadhead/position leg(s), a Reserve Flight Attendant may request to be released from duty prior to such scheduled deadhead/position leg. Such request will be granted or denied at Crew Scheduling's discretion. Such consent shall not be unreasonably withheld.
- J. If a Reserve Flight Attendant receives a duty assignment that extends into a scheduled day off, she/he will be considered, for pay purposes, to have been junior assigned on the scheduled day off.
- K. A Reserve Flight Attendant may request to "slide" the beginning or end of her/his block of reserve days and such requests will be granted to the extent that it does not compromise reserve coverage.

AFA-American Eagle Contract 2012

Examples for F.: Airport Reserve Assignment in the forty-five (:45) window at the end of an Airport Reserve shift

1. The commencement of a work assignment does not negate the scheduling parameters of the Airport Reserve Period or the requirement to remain available as an Airport Reserve until the completion of the Airport Reserve Period. For example:
 - a) A Flight Attendant is scheduled for an Airport Reserve Period from 1200 until 2000. The first leg of any work assignment or assignments must be scheduled to depart no later than 2045.
 - b) At 1230, an Airport Flight Attendant receives a work assignment scheduled to depart at 1300. The trip involves a one hour leg out from the domicile, one hour on the ground and a one hour leg back to domicile. The Flight Attendant returns at 1600. This Flight Attendant may be assigned to additional flying. In the event the Flight Attendant receives an additional assignment, the assignment or assignments must conform with the Airport Reserve Period scheduling parameters. For purposes of this example, the first leg of any subsequent assignment or assignments made during the Airport Reserve Period must be scheduled to depart no later than 2045.

2. This clarification prohibits a situation in which a Flight Attendant completes an assignment within the Airport Reserve Period, returns to Airport reserve and subsequently has new flying added to the original sequence, yet is scheduled to depart following completion of the forty-five minute (:45) period. This would not constitute a "legal" assignment. As an additional example:
 - a) A Flight Attendant is scheduled for an Airport Reserve Period from 1200 until 2000. The first leg of any work assignment or assignments must be scheduled to depart no later than 2045.
 - b) At 1230, an Airport Flight Attendant receives a work assignment scheduled to depart at 1300. The trip involves a one hour leg out from the domicile, one hour on the ground and one hour leg back to domicile. The Flight Attendant returns at 1600.
 - c) An Airport Reserve Flight Attendant may not subsequently have additional new flying added to the original sequence (which commenced with the 1300 departure) unless that additional new flying is scheduled to depart no later than forty-five minutes (:45) following the completion of the Airport Reserve Period. For purposes of this example, that would be 2045.

3. Additional new flying may not be added to an original sequence if the additional new flying is scheduled to depart after forty-five (:45) minutes following the conclusion of an Airport Reserve Period. For example:
 - a) A Flight Attendant is scheduled for an Airport Reserve Period from 1200 until 2000. The first leg of any work assignment or assignments must be scheduled to depart no later than 2045.
 - b) At 1230, an Airport Reserve Flight Attendant receives a work assignment scheduled to depart at 1300. The trip involves a one hour leg out from the domicile, one hour on the ground and one hour leg back to domicile. The Flight Attendant returns at 1600.
 - c) Additional new flying was not part of the original sequence assigned may not now be assigned to the Flight Attendant if the first leg of the additional new flying is scheduled to depart later than forty-five minutes (:45) following the conclusion of the Airport Reserve Period. If the additional new flying assignment is scheduled to depart at 2046 or later, it does not become a legal assignment merely by adding it to the sequence number of the original sequence assigned during the Airport Reserve Period. The additional new flying scheduled to depart following the forty-five minute (:45) period can only be legally assigned if assigned as part of the original sequence at the time the original sequence was assigned.

AFA-American Eagle Contract 2012

SECTION 10 VACATION

A. Vacation Accrual

1. A Flight Attendant shall receive vacation in accordance with the table below and the accrual provisions outlined in Section 20.C. Benefits Qualification.

Completed Years of Service (as of Dec. 31 of any calendar year)	Calendar Weeks
1 Year	2 Weeks
5 Years	3 Weeks
15 Years	4 Weeks
20 Years	5 Weeks

2. Individual Flight Attendant accruals will be posted on the Company website prior to the vacation bid.

B. Annual Vacation Bid

1. One Week Vacation Unpaid – limited time bankruptcy provision.

For the vacation bids which occur in October 2012, 2013, and 2014 resulting in vacations actually taken in 2013, 2014, and 2015, the following procedure shall be followed:

- a. Flight Attendants shall be awarded their accrued vacation.
- b. One of the awarded vacation blocks must be taken with no pay and the Flight Attendant's guarantee for that month (or two months if the vacation block spans two bid months) will be adjusted. However, the time off will be given in accordance with this Section.
- c. Conversely, the Flight Attendant may opt to forgo the unpaid vacation block, not receive the time off and fly through her/his vacation week. In this situation, her/his guarantee shall not be adjusted.
- d. If a Flight Attendant wishes to forgo the unpaid block of vacation, she/he shall designate by October 15, through the prescribed Company method her desire to forgo the unpaid block entirely. If the Flight Attendant fails to make the designation, the default will be to award the Flight Attendant the unpaid vacation.
- e. By December 15th and following the awarding of vacation blocks, each Flight Attendant taking a week of vacation unpaid must designate to the Company the block of vacation which will be unpaid. If the Flight Attendant fails to make the designation, the vacation block awarded latest in the year shall be designated as the unpaid week. If the Flight Attendant elects to pick up sequences during her/his week of unpaid vacation, such flying shall be paid above the adjusted guarantee and in accordance with Section 4.F.
- f. B.1. shall not apply to the 2015 vacation bids or the vacation blocks taken in 2016 or any subsequent years' vacation bids and vacation blocks.

Only for vacation taken in 2013, 2014, and 2015 the following schedule shall apply which accounts for partial vacation weeks accrued due to the Benefits Cliff provision in Section 20.C.

AFA-American Eagle Contract 2012

Vacation accrued	Vacation weeks paid/taken
2 weeks	1 week paid, 1 week unpaid
1 week (due to benefits cliff reduction)	3 days paid, 4 days unpaid *
3 weeks	2 weeks paid, 1 week unpaid
1.5 weeks (due to benefits cliff reduction)	1 week paid, 4 days unpaid*
4 weeks	3 weeks paid, 1 week unpaid
2 weeks (due to benefits cliff reduction)	1 week paid, 1 week unpaid
5 weeks	4 weeks paid, 1 week unpaid
2.5 weeks (due to benefits cliff reduction)	1 week 3 days paid, 1 week unpaid*

*Pre-implementation of PBS. Reference Section 20 for post PBS allocation.

2. The Company shall allocate sufficient vacation periods at each domicile to cover the amount of vacation to be bid at that location. All weeks of the vacation calendar year will be made available for vacation bid.
3. New hire Flight Attendants who are on active status for less than a full year by Dec 31st will be entitled to bid for all vacation projected to be accrued by December 31st. The amount of vacation days eligible for bid will be determined as follows:

- a. Vacation for new hire Flight Attendants who go on payroll prior to June 30th shall be determined in the following manner:

Using the total number of qualifying hours projected to be credited by December 31st, and the total number of months of active service, the chart in Section 20.C.3. (Qualifying Hours for Full Benefits column) will indicate the number of prorated days of vacation for which the Flight Attendant is eligible to bid. Each month of vacation accrual is worth 1.167 days of vacation and will be rounded up to determine the full amount of eligible vacation days.

For Example: A Flight Attendant hired on May 15th is projected to be credited with 550 hours and will be active for 8 months by December 31st. The Chart in Section 20.C.3. indicates that that she/he has qualified for Full Benefits Accrual for her/his 8 months of active service. To calculate the amount of vacation for which the Flight Attendant may bid on October 1st, the number of qualifying months will be multiplied by the monthly vacation accrual (1.167 days/month).

8 (months) x 1.167 (days of vacation) = 9 days of vacation for which the Flight Attendant may bid.

- b. Vacation for new hire Flight Attendants who go on payroll after June 30th shall be determined in the following manner:
 - i. The amount of vacation bid in the Flight Attendant's year of hire will be determined as set forth in B.3.a. above.
 - ii. The amount of vacation bid in the year immediately following the Flight Attendant's year of hire will be determined by the number of months of active service during the "period of accrual" (July 1st – June 30th). The chart in Section 20.C.3. will indicate the number of hours the Flight Attendant must accrue, given the number of active months she/he served, in order to qualify for the full vacation accrual of 2 weeks, in accordance with A.1. above. Such vacation will be bid in the qualifying year and taken in the following year.
 - iii. For Example:
 - a) A Flight Attendant hired in October, 2012 is projected to be credited with 225 hours by December 31st and will be in active service for three months. According to the chart, she/he qualifies for three months' worth of vacation days accrual to be taken in 2013: 3 (months) x 1.167 (days of vacation) = 4 days of vacation.

AFA-American Eagle Contract 2012

b) The same Flight Attendant's vacation accrual to be bid in 2013 and taken in 2014 will be determined in the following manner: The Flight Attendant need only be credited with 405 hours by June 30th 2013 in order to qualify to bid her/his full 2 week vacation accrual, in accordance with A.1. above. The qualifying period for this Flight Attendant is October 2012 – June 2013, which is 9 months. For full benefits accrual, the chart indicates that a minimum of 405 hours must be accrued.

Example need to be changed to move the year's ahead one year since implementation didn't actually occur until January 1st 2013.

4. New hire Flight Attendants with additional "Company Seniority" shall have their first year's vacation accrual determined in accordance with Side Letter I.
5. Vacation awards will be posted on the Company website.

C. Scheduled Vacation Blocks

Vacation blocks will consist of seven (7) days and run from Saturday to the following Friday. A Flight Attendant must bid for an entire vacation block unless she/he does not have sufficient vacation accrued in order to provide for an entire vacation block, in which case she/he will bid for a block in which vacation will begin on the date such Flight Attendant requests and end until her/his vacation is up or Friday, whichever comes first. In the event that the Flight Attendant does not designate a start date for a vacation block of less than seven (7) days, the vacation start will default to the first day of the vacation block. A Flight Attendant may bid for a vacation period of up to five (5) consecutive vacation blocks.

D. Vacation Pay

	<u>Date of Signing</u>	<u>Effective January 1, 2016</u>
<u>Value of Vacation Week (min)</u>	<u>18 hours, 45 minutes (18:45)</u>	<u>21 hours (21:00)</u>
<u>Value of Vacation Day within a block (min)</u>	<u>2 hours, 41 minutes (2:41)</u>	<u>3 hours (3:00)</u>

1. A Flight Attendant holding a line of time who is relieved of flying duties for vacation shall, for pay purposes, be credited for the greater of value of the vacation week (7 days) in accordance with the table above for the scheduled vacation or the amount of scheduled flight time of the trip sequence(s) or portions thereof, but not the touching leg(s) outside of the vacation period, from which relieved by Crew Scheduling due to conflicts created by the scheduled vacation period. In the event that the Flight Attendant is scheduled for a vacation period of less than one week (7 days) the amount of vacation pay stated above shall be prorated accordingly.
2. A Reserve who is relieved from duty for vacation shall be credited with the greater of the value of the vacation week (7 days) for the scheduled vacation in accordance with the table above or for the value of the vacation day, for each duty day within the scheduled vacation period. In the event that the Reserve Flight Attendant is scheduled for a vacation period of less than one week (7 days) the amount of vacation pay stated above shall be prorated accordingly.
3. A Flight Attendant holding a regular line of time who is scheduled for vacation may either indicate in the remarks section of her/his monthly bid or send an electronic message (e.g. 'RF' message or its equivalent) to the Company of the intention to fly some or all of her/his awarded sequence(s) during vacation. Such electronic message must be sent within forty-eight (48) hours of the preliminary bid award. Flight Attendants will be paid in accordance with Section 4.F.

E. Vacation Bidding and Awarding

1. Vacations shall be granted in order of seniority at each domicile in accordance with the Company Flight Attendant seniority list at each domicile.

AFA-American Eagle Contract 2012

2. By October 1st of each year, the Company shall post, at each domicile, the projected number of vacation days that each Flight Attendant at that domicile has accrued and available for bid for the following year.
3. At the same time, the Company will post on the Company website and in the crew room, all of the vacation block periods available for bid at each domicile for the annual vacation bid. Such posting will also include the number of slots available to be awarded on each block for the annual vacation bid.
4. All bids will be accepted up to 12:00 CT on the closing date of November 1st. A Flight Attendant who is on a leave of absence or who is otherwise not reporting at her/his assigned domicile, may submit her/his bid electronically (e.g. e-mail) or by submitting a hard copy via fax, mail, overnight delivery, etc. to her/his In-flight Supervisor for submission in the vacation bidding pool. The vacation schedule will be awarded by 12:00 CT November 15th in accordance with seniority at each domicile, and the results will be posted electronically.
5. A Flight Attendant who does not bid by the designated deadline will be assigned after all other vacation block periods have been awarded, in accordance with the Flight Attendant seniority list at each domicile, to the latest available vacation periods as determined by the Company.

F. Changing of Vacation Period

1. Vacation Trades

A Flight Attendant may trade her/his vacation block with the vacation block of another Flight Attendant at the same domicile as follows:

- a. Vacation blocks traded must be of the same length and must be by mutual consent of the Flight Attendants involved;
- b. Proposed vacation trades must be submitted to the Company by 12:00 CT on the seventh (7th) day of the month preceding the first vacation period of the proposed trade.

2. Vacation Moves

A Flight Attendant may request to move her/his vacation block(s) in its entirety to another posted vacation block, in her/his current domicile, within the vacation calendar year. All requests for vacation moves must be submitted to the Company by 12:00 CT on the seventh (7th) day of the month preceding the month in which the move is desired. The granting of such move shall be done in order of seniority.

3. The Company will maintain a current list of all open vacation blocks which will be made available to Flight Attendants and updated by the 15th day of each month.
4. In the event a Flight Attendant's awarded vacation block becomes open as a result of such Flight Attendant transferring to another domicile, supervisory position, or department, or terminates her/his employment with the Company, such vacation block shall be posted for bid at the domicile and shall be awarded, in seniority order, to a Flight Attendant who bids for such vacation block.
5. A Flight Attendant who transfers to a new domicile and fails to rebid her/his vacation block will be assigned an open vacation block at the new domicile.

G. Vacation Slide

1. A Flight Attendant may at her/his option indicate her/his desire to move the start date of her/his scheduled vacation block. This option, if exercised, would be made known to the Company's computer bid system for the contractual month so affected.
2. Should a lineholder Flight Attendant indicate a desire to effect a change in the start date of her/his vacation, the following will apply:

AFA-American Eagle Contract 2012

- a. The effective starting date of an awarded vacation will be adjusted (slid) by up to three (3) days to coincide with the scheduled departure date of the first trip sequence which is in conflict with the Flight Attendant's originally scheduled block.
 - b. If the change in sub-paragraph a., above, cannot be accomplished, such vacation date would be moved by up to three (3) days so as to terminate the vacation coincidental with the termination date of the last trip sequence which is in conflict with the original vacation termination date.
 - c. Should the application of either sub-paragraph a. or b., above result in a Flight Attendant's scheduled vacation still being in conflict with the flying of a complete trip sequence at either the start or termination of such vacation block(s), no such vacation change will be effected.
 - d. Vacation slides will only be permitted to overlap into another contractual month, with the concurrence of Crew Scheduling.
 - e. Consecutive one-day trips shall be considered one "block" or "trip" for the purposes for sliding a Flight Attendants vacation.
 - f. Consecutive vacation weeks are considered one block for the purposes of sliding a Flight Attendant's vacation.
3. If a Reserve Flight Attendant elects to slide the start date of her/his scheduled vacation block, the following options for sliding the start date of her/his vacation are available:
- a. Slide the effective start date of the vacation up to four (4) days earlier in order to eliminate a block of Reserve availability that is scheduled immediately prior to her/his scheduled vacation block; or
 - b. Slide the effective start date of the vacation up to four (4) days later to eliminate a single block of reserve availability that is scheduled immediately after her/his scheduled vacation block.
 - c. Vacation slides will only be permitted to overlap into another contractual month, with the concurrence of Crew Scheduling.

H. Vacation Conflicts

1. Whenever a vacation block conflicts with a Flight Attendant's flying, the Flight Attendant at her/his option may choose one of the following options by indicating on the bid ballot or via an electronic message (i.e. 'RF' message or equivalent) within 48-Hours following the closing of the bids:
 - a. Fly whatever portion of the trip sequence that falls outside of her/his vacation block for which she/he is legal and available, or
 - b. Drop the complete trip sequence when any portion of such trip sequence conflicts with her/his vacation block. The Flight Attendant may choose to drop a trip(s) conflicting with the beginning, end, or on both the beginning and end of the vacation block. In the event the Flight Attendant chooses one of these options, she/he will not be credited for pay purposes for any flight(s) outside her/his vacation block, except as provided in sub-paragraph D.1. above. Notwithstanding D.1., if a Flight Attendant's leg(s) into or out of an overnight is removed, she/he will not be paid for the leg(s) removed.
 - c. For the purposes of this provision, a block of contiguous one-day trips shall be considered one "block" or "trip". In this situation, the Flight Attendant must send an RF message to Crew Scheduling, no later

AFA-American Eagle Contract 2012

than forty-eight hours (48:00) following the closing of the bids, indicating that the block of one-day trips which about the vacation period should be dropped.

I. Cancellation of Vacations

The Company shall not cancel vacations once such vacations have been awarded except as dictated by operational necessity. At the option of the Flight Attendant, the canceled vacation may be rescheduled in the current year or carried over to the following year, or the Flight Attendant may elect pay in lieu of the canceled vacation. If no Flight Attendant elects to accept cancellation of her/his vacation, cancellation shall be in reverse seniority order for the period of the operational necessity.

J. Vacation while on Leave

A Flight Attendant whose vacation occurs during a leave of absence will have the following options: 1) have the days of vacation paid in accordance with paragraph D. or 2) rebid the vacation to an available week(s) in accordance with F.2.; or 3) trade it with the vacation of another Flight Attendant in accordance with F.1.

K. Resignations

A Flight Attendant with six (6) months or more of service who resigns and has given the Company fourteen (14) days advance written notice of her/his intention to resign will be entitled to her/his accrued and unused, available vacation pay.

L. Flight Attendant Death

Accrued and unused, available vacation shall be paid to the designated beneficiary or to her/his estate.

M. Personal Vacation Days (PVD)

1. A Flight Attendant may request paid personal vacation day(s) of up to six (6) days per year. The Company may grant such days if staffing permits. Days used for personal vacation will be deducted from the vacation day accrual to be awarded in the subsequent year's vacation. Flight Attendant requests for personal vacation may be granted on a first come, first served basis at a domicile. PVD will be paid in the following manner;
 - a. Lineholder-trips missed minus touching leg.
 - b. Reserve-3:45 hours (VOD) per day.
2. A Flight Attendant who has used a PVD(s) or who has converted a PO(s) or a PE(s) to a PVD(s), as provided for in M. and N.6. below, will have the PVD day(s) deducted from the following year's vacation. After the vacation award, the Flight Attendant may designate the individual, specific dates at the end or beginning of the vacation block to which the PVD(s) will be applied.
3. If the Flight Attendant does not designate specific date(s) after the vacation award, the Company shall apply the unpaid vacation day(s) starting with the last day of the last vacation block fully contained within the following calendar year.
4. For PVD(s) taken or converted after the awarding of the vacation bid, the Flight Attendant must indicate to the Company from which vacation block the PVD(s) will be taken or M.3. above shall apply.
5. If a Flight Attendant does not have sufficient paid vacation days accrued for the following year from which the PVD can be deducted, the value of the PVD day(s) will be deducted from the next year's end-of-February pay check at 3:45 hours per day. PVDs may not be applied to unpaid vacation.

N. Personal Time Off (PO)

1. At each domicile, the Company will process, on a daily basis, a number of PO's equal to one percent (1%) of the Flight Attendants based at the domicile, but in no event fewer than two (2) POs. The LEC President or

AFA-American Eagle Contract 2012

her/his designee will, upon written request, be provided with verification that the appropriate number of POs have been processed at the domicile. [old SL GG]

- a. The base group of Flight Attendants upon which the calculation will be made includes all individuals on the Flight Attendant seniority list for each domicile who could potentially be assigned a trip sequence, partial trip sequence, reserve assignment or any flight assignment covered by this Agreement. This group includes, but is not necessarily limited to all active and inactive Flight Attendants who may be activated to take a trip (e.g. Flight Service Managers, Flight Attendants on Special Assignment, Flight Attendants serving as Field Trainers or any other type of trainers, whether or not physically located at the domicile and those holding a paper bid.

Example: If there are 460 Flight Attendants based at a Domicile, the Company will process at least five (5) POs per day at that domicile, provided that at least five (5) PO's have been submitted.

Example: If there are 420 Flight Attendants based at a Domicile, the Company will process at least four (4) POs per day at that domicile, provided that at least four (4) POs have been submitted.

2. Additional PO's will be granted as operational needs permit.
3. For purposes of processing POs as set forth in paragraphs 1. and 2., above, each day of a PO will be deemed a separate PO and count towards each day's cap.
4. A PO will not be processed unless it is submitted at least twenty-four (24) hours in advance of the scheduled report time of a trip or scheduled start of a RAP.
5. Properly submitted POs will be processed on a first come, first served basis.
6. A Flight Attendant will not be eligible to take a PO until she/he completes probation.
7. A Flight Attendant may, at her/his option, elect to convert a PO to a Personal Vacation Day (PVD). Such conversion will count towards the annual maximum of six (6) PVDs that the Flight Attendant may take. A conversion must be submitted prior to the fifth (5th) day of the following calendar month.
8. An unconverted PO will be unpaid and considered an attendance occurrence for disciplinary purposes.
9. Flight Attendants may utilize travel benefits while on a PO.

Q. Personal Emergency Days (PE)

1. A Flight Attendant may request a PE by contacting a Flight Service Manager (during office hours) or Crew Scheduling Supervisor (outside of office hours). The PE will be granted for a verifiable personal emergency, as described in paragraphs 2. and 3., below, occurring during a trip, (RAP), or Airport Reserve Period or less than twenty-four (24) hours before the scheduled report time of a trip or scheduled start of a RAP or Airport Reserve Period. Such request will be limited to a maximum of one (1) trip or four consecutive days (inclusive of previously scheduled days off) and at the time of the request, the Flight Attendant must declare the number of days requested.
2. The following is the all-inclusive list of events for which a PE will be granted:
 - a. The Flight Attendant's child is expelled or suspended from school, or there is a school/child care closing emergency (this does not include snow days or similar closings);
 - b. The Flight Attendant's spouse, domestic partner or child is arrested or detained;
 - c. The Flight Attendant has an "A9" qualifying event;
 - d. The birth of the Flight Attendant's child or grandchild or birth of a child for which the Flight Attendant is the birth coach;

AFA-American Eagle Contract 2012

- e. The Flight Attendant needs to care for her/his ill or injured immediate family member (as defined in Section 18 – Leaves of Absence);
 - f. The Flight Attendant is the victim of identity theft;
 - g. The Flight Attendant is in a car accident;
 - h. The Flight Attendant's vehicle is stolen;
 - i. The Flight Attendant encounters extraordinary transportation problems, for example resulting from ice storms, fire or floods, state/city or county transportation emergencies declared (but not normal traffic);
 - j. The Flight Attendant is the victim of violent crime;
 - k. The Flight Attendant is the victim of a burglary, including on an overnight;
 - l. There is a plumbing, gas leak, electrical hazardous condition or other structural emergency at the Flight Attendant's residence;
 - m. The Flight Attendant needs to make preparations at her/his residence and/or property for an impending hurricane; and
 - n. The Flight Attendant is the victim of an Act of God (i.e., fire, flood, earthquake, tornado, mudslide).
3. Other events not listed in paragraph 2. above, may be approved as a PE at the Company's discretion.
4. A Flight Attendant may be required to provide verification of the personal emergency.
5. A PE will not be considered an attendance occurrence and will not be used for disciplinary purposes.
6. A Flight Attendant may, at her/his option, elect to convert a PE to a Personal Vacation Day. Such conversion will count towards the annual maximum of six (6) PVDs that the Flight Attendant may take. A conversion must be submitted prior to the fifth (5th) day of the following calendar month.
7. An unconverted PE will be unpaid.
8. Flight Attendants may utilize travel benefits while on a PE.
- P. In the event a Flight Attendant is granted time off pursuant to paragraphs M. and O. of this section, such time off shall not be considered an absence for disciplinary purposes.
- Q. Flight Attendants may donate accrued, unused vacation days, excluding PVD's, to another Flight Attendant by submitting a form specified by the Company (currently RF 200 DON8 form).

AFA-American Eagle Contract 2012

SECTION 11 SICK LEAVE

- A. Each month, a Flight Attendant will accrue, and her/his sick leave bank will be credited with sick leave at a rate of two hours and thirty minutes (2:30) in accordance with Section 20.C. of this Agreement to a maximum of three hundred hours (300:00). Should the Company's pilots receive an increase in their sick leave credit accrual; the same increase will apply to the Flight Attendants. A new-hire Flight Attendant will accrue monthly sick leave credit during the probationary period; however, she/he may not use such accrued leave until she/he has completed the first six (6) months of service.
- B. 1. If a Flight Attendant is unavailable for duty, on a day she/he is scheduled for duty, because of sickness or injury, she/he will be credited for pay purposes for the flying scheduled to be performed and shall have an equal amount of time withdrawn from her/his sick leave bank for each such day.
2. A Flight Attendant assigned to reserve who is unavailable for duty due to illness or injury will for pay purposes be credited with three hours and forty-five minutes (3:45) at her/his applicable hourly rate of pay as prescribed in Section 4.A.1. of this Agreement for each day of duty and shall have an equal amount of time withdrawn from her/his sick leave bank for each such day. If a Reserve Flight Attendant has already started a trip sequence and subsequently calls in sick, the Company will deduct 1) Three hours and forty-five minutes (3:45) at their hourly rate of pay minus any flying completed for that day and 2) the value of the day for the remaining day(s) of the trip from the Flight Attendant's sick bank.
3. A Flight Attendant shall not be required to utilize paid sick time from the accumulated sick leave bank for periods of unavailability due to illness or injury. Such election shall result in the appropriate pay deduction and shall be communicated to Crew Pay Comp by the 5th of the month following the absence.
- C. The Company will include the amount of sick leave accrued and used in each pay period and year-to-date, as well as the remaining balance, on the pay-stubs or available on JetNet or equivalent computer system, if it obtains the automation to do so.
- D. In cases where the Company has a reasonable basis to believe that sick leave has been abused, the Company may require a Flight Attendant to present her/his supervisor with satisfactory medical evidence that she/he is ill or injured. The Flight Attendant may choose between obtaining medical verification from her/his personal physician at the Flight Attendant's expense, or obtaining medical verification from the Company telephone nurse or Company medical facility at no cost, provided such services are made available.
- E. A Flight Attendant who becomes ill/injured must notify Crew Scheduling as soon as possible. The Flight Attendant is not required to discuss the nature of her/his illness with Crew Scheduling. The Flight Attendant must provide the estimated duration of absence. A Flight Attendant who advises Crew Scheduling that the expected duration of her/his illness is more than one (1) day will not be required to contact Crew Scheduling each day of illness. The Flight Attendant will be assumed to be available for duty at the end of the aforementioned period, or adjoining day(s) off, if any, unless she/he contacts Crew Scheduling and notifies them to the contrary. A Flight Attendant who is able to return to work sooner than anticipated must notify Crew Scheduling no later than 1700 hours, Central Time, on the day prior to her/his return to duty. Probationary Flight Attendants are also required to contact the Flight Service Manager during business hours in the event of such absence.
- F. A Flight Attendant who is able to return to work after calling in sick for her/his original trip or any portion thereof:
1. Will be offered to complete the remaining portion of her/his trip, if not already assigned.
2. Will be permitted to pick up Open Time in accordance with Section 8 (Scheduling) of this Agreement.
- G. Sick Time Fly Back: Open Time which is picked up may be designated as Sick Leave Makeup Credit to credit the Flight Attendant's sick leave bank. Any Flight Attendant who picks up open time for sick make up will have her/his sick bank credited with the greater of the scheduled or actual hours flown.

AFA-American Eagle Contract 2012

1. If the Flight Attendant loses time and is not reassigned to new flying, the sick bank shall be credited with the flight time of the originally scheduled sequence.
 2. If the Flight Attendant is reassigned to new flying, her/his bank will be credited with the greater of 1) the originally scheduled sequence, 2) the reassigned flying, or 3) the hours actually flown.
- H. A Flight Attendant whose paid sick leave has been exhausted may elect to use PVDs for lost time due to illness or injury, provided it is requested before the fifth (5th) day of the following month.
- I. When a Flight Attendant becomes ill or injured away from domicile and is required by the Company to obtain medical clearance for travel, the Company will arrange for payment of transportation to and from the medical exam and the Flight Attendant's co-pay for the exam and tests. If unable to arrange for advance payment of these expenses, the Company will reimburse the Flight Attendant for such expenses.
1. If the Flight Attendant obtains medical approval for travel or is not required to obtain medical approval for travel, the Company will provide her/him positive space travel back, at the Flight Attendant's option, to base or to her/his home.
 2. If the Flight Attendant is unable to fly, the Company will return her/him back to base or home, at her/his option, by other available means of transportation. The Flight Attendant will receive per diem and lodging, if necessary, in accordance with Section 5 (Expenses) of this Agreement.
- J. Flight Attendants may donate sick leave to another Flight Attendant who will be eligible to use the donated sick leave once she/he has exhausted her/his accrued sick leave.

AFA-American Eagle Contract 2012

SECTION 12 UNIFORMS

- A. A Flight Attendant shall wear the standard uniform as prescribed in Company regulations at all times while on duty, or in connection with any event where the employee is identified as a Company Flight Attendant unless otherwise provided for by this Agreement.
1. The Company may make exceptions to the uniform guidelines based on weather conditions for those Flight Attendants based in San Juan, Miami, Los Angeles and/or Dallas. The Flight Attendants based in the locations listed in this paragraph shall have the option of wearing summer uniform pieces at any time during the year.
 2. Flight Attendants shall not be required to wear the uniform while deadheading/positioning. Furthermore, Flight Attendants shall be authorized to wear the uniform while commuting to and from work.
- B. The Flight Attendant shall be responsible for the purchase of fifty percent (50%) of her/his initial basic uniforms and accessories incident to employment, not to exceed \$750.00. The Company shall be responsible for alterations of the initial uniform.
- C. Point System
1. A Flight Attendant will be credited with a maximum of twelve (12) Uniform points in accordance Section 20. of this agreement.
 2. Flight Attendants may use these points as credit towards the purchase of uniform items, however; the cost(s) for any item(s) which exceed(s) the Flight Attendant's accumulated points will be absorbed by the Flight Attendant.
 3. Flight Attendants who do not use all of the accrued points in 2012 shall automatically carry-over all unused points into 2013. There will be no carry-over after 2012.
- D. Uniform items issued in a defective condition or unusable for any reason, must be returned to the manufacturer. The Flight Attendant may return the item within a reasonable time frame to the manufacturer and the Flight Attendant will be issued another item. Likewise, any Flight Attendant who has purchased the required uniform items, which subsequently become unserviceable due to normal usage, prior to the normal replacement time, will be replaced at no cost to the Flight Attendant. In the San Juan domicile, Flight Attendants will return the defective item to the Base Manager and she/he shall send the item back to the manufacturer.
- E. The basic uniform will consist of the required uniform pieces as set forth in Company policy, which may be revised. The current policy is set forth below:

(Female)

Two (2) Jackets or one (1) Jacket and one (1) Dress	Five (5) Tops - Flight Attendant's choice of long-sleeved, short-sleeved, and/or seasonal alternate shirt/blouse
Two (2) Pants or Skirts	One (1) Overcoat
One (1) Sweater	Two (2) Serving Garments
One (1) Belt	One (1) Tote
One (1) Purse	One (1) Suitcase

AFA-American Eagle Contract 2012

(Male)

Two (2) Jackets	Five (5) Shirts - Flight Attendant's choice of long-sleeved, short-sleeved, and/or seasonal alternate
Two (2) Trousers	One (1) Overcoat
One (1) Sweater	Two (2) Serving Garments
Three (3) Ties	One (1) Tote
One (1) Belt	One (1) Suitcase

- F. A Flight Attendant will be provided insignia consisting of one (1) set of wings. Broken insignia shall be replaced at no cost to the Flight Attendant. Lost insignia shall be replaced at no cost, a maximum of twice per 12-month period. Additional wings will be the responsibility of the Flight Attendant.
- G. If during the course of the current Agreement there is a significant uniform changeover and the Flight Attendant is directed to replace components of the basic uniform, the cost will be absorbed by the Company. The Flight Attendant will receive one new item for each like item returned limited to the number of such items specified in the initial uniform complement. Additionally, if the Company introduces a new uniform piece and determines within one year that the piece it replaces may no longer be worn, the cost of the new item shall be absorbed by the Company. A Flight Attendant will remain responsible for any cost obligation related to the previous purchase of basic or optional items, as applicable.
- H. Additional items as determined by the Company will be made available as optional pieces to the Flight Attendant group at actual cost. The cost of these items for initial issue and for replacement will be borne by the Flight Attendant.
- I. Payments for uniform and/or optional pieces may be paid for with points, check, credit card, or on a payroll deduction basis. If payroll deduction is selected, the cost of the uniform will be deducted at a rate of twenty dollars (\$20.00) per paycheck, except that a Flight Attendant may elect to pay more.
- J. If the costs for any uniform purchase order totals less than twenty dollars (\$20.00), the entire amount will be payroll deducted in one lump sum.
- K. The Company will specify guidelines with regard to shoes, socks, hosiery, undergarments and gloves without making them part of the required uniform. Furthermore, the Company shall allow Flight Attendants to wear ear muffs, hats, winter and/or rain boots, winter coats and scarves, and umbrellas, all of which should be complimentary to the uniform.
- L. Upon a Flight Attendant's termination for any reason, the unpaid balance of her/his uniform and optional items becomes immediately due and payable and the uniform becomes the property of the Flight Attendant.
- M. The Company agrees to meet with the AFA Uniform Committee or designee to discuss anticipated changes in style, color, cost, source, and components of the uniform.
- N. Any Flight Attendant who has a required uniform item damaged while on the aircraft or stolen from a Company-controlled area (e.g. crew room, bag room, aircraft, etc.), from a Company-paid hotel or a chartered vehicle shall, upon prompt submission of a claim to her/his supervisor (within twenty-four hours (24:00) of the incident) have such item(s) replaced at no cost to the Flight Attendant. The Company is not responsible for the replacement of items lost by the Flight Attendant due to negligence or carelessness.

AFA-American Eagle Contract 2012

- O. Flight Attendants will be allowed to wear the current Union insignia on her/his uniforms and/or crew bags while on duty.
- P. The Company shall keep and maintain a clean, adequate supply of maternity uniforms.
1. A pregnant Flight Attendant shall have the option of borrowing a maternity uniform, at no charge, until she is placed on maternity leave status.
 2. A Flight Attendant borrowing a maternity uniform will be responsible for returning the uniform, freshly dry-cleaned, to the Flight Service Manager within two weeks of the commencement of the Flight Attendant's maternity leave.
 3. Absent mitigating circumstances, if a Flight Attendant does not return the borrowed maternity uniform in the time period defined above she will be charged for fifty percent (50%) of the full cost of a replacement maternity uniform.
- Q. The Company will provide each Flight Attendant with two (2) nametags. The wearing of nametags shall be mandatory; however, Flight Attendants will have the option of using only their first name. Broken nametags shall be replaced at no cost to the Flight Attendant.

AFA-American Eagle Contract 2012

SECTION 13 **PROBATION**

- A. Flight Attendants will be considered as probationary employees for the first six (6) months of active service as a Flight Attendant, exclusive of any leaves of absence or periods of furlough. Active service commences upon completion of Company approved Flight Attendant training and assignment to a base.
- B. For the purpose of this Section, a Flight Attendant shall be considered to be in active service until she/he has been on an unpaid leave of seventeen (17) or more consecutive days.
- C. When a probationary Flight Attendant is on an unpaid leave of seventeen (17) or more consecutive days or is furloughed, her/his probationary period shall be extended by the number of days in which she/he was on an unpaid leave or on a furlough, whichever is applicable.
- D. A probationary Flight Attendant shall have the right to file a grievance pursuant to Section 21 (Grievances) of this Agreement, except that such grievance shall be limited to those issues other than discipline or discharge.

AFA-American Eagle Contract 2012

SECTION 14 SENIORITY

A. Seniority Accrual

1. Seniority as a Flight Attendant shall be based upon length of service as a Flight Attendant with the Company.
2. Seniority shall begin to accrue from the date the Flight Attendant completes Company-approved Flight Attendant training.
3. In the event that more than one (1) Flight Attendant has the same date of hire, the oldest Flight Attendant, as determined by date of birth, shall appear first on the seniority list. A Flight Attendant who has transferred from another job classification at the Company will be given a Flight Attendant seniority date of one (1) day prior to the date of completion of Flight Attendant training. If two (2) or more Company transferees are in the same new-hire class, their relative seniority will be determined by years of service with the Company.

B. Posting of Seniority List

1.
 - a. A system seniority list will be posted in January and July on the Company and Association bulletin boards at all Flight Attendant domiciles.
 - b. A copy of the American Eagle System seniority list shall be published as of the date of ratification as an Appendix to the Agreement.

2. Protests of Inaccuracy within 30 Days

Each Flight Attendant will be permitted a period of thirty (30) days after the applicable system-wide posting, or thirty (30) days following the Flight Attendant's return from a leave of absence or furlough, whichever is applicable, in which to protest in writing to the Company any alleged omission or incorrect posting affecting her/his seniority. In such cases, the Flight Attendant shall have the right to seek an appropriate adjustment going back to the date of the posting.

3. Protests of Inaccuracy After 30 Days

Notwithstanding B.2.above, a Flight Attendant shall have the right to file a written protest with the Company alleging an error at any time. In such cases where the protest was made more than thirty (30) days following the incorrect posting or thirty (30) days following the Flight Attendant's return from a leave of absence or furlough, whichever is applicable, any adjustment made will have prospective application only.

4. A Monthly Bid List (a list of all of the Flight Attendants at a base indicating the seniority of each Flight Attendant and her/his status, either active or inactive, for bidding purposes for that month) will be posted monthly in each crew room and on the Company website.

C. Loss of Seniority

Seniority will be lost under the following circumstances:

1. Resignation
2. Discharge
3. Retirement
4. Transfer to non-flying position in accordance with sub-section D. below

AFA-American Eagle Contract 2012

5. Continuous furlough in excess of five (5) years
6. Failure to report for duty upon expiration of a leave of absence

D. Transfer to Non-Flying or Supervisory Duties

1. A Flight Attendant transferred to supervisory or other non-flying duties directly related to Flight Attendant duties shall continue to retain and accrue all forms of seniority for a period equal to the Flight Attendant's years of service as a Flight Attendant. Thereafter, the Flight Attendant will retain but not accrue occupational and classification seniority. A Flight Attendant performing supervisory or other non-flying duties directly related to Flight Attendant duties on or before October 27, 2005 shall retain and accrue all forms of seniority.
2. A Flight Attendant who transfers to a Company position not directly related to Flight Attendant duties shall retain and accrue all forms of seniority for one (1) year. After one (1) year, she/he shall be removed from the Flight Attendant Seniority List.
3. Upon return to duty from a supervisory or non-flying position, other than temporary assignments, the Flight Attendant shall be permitted to exercise accrued seniority to bid for any available vacancies or to displace the junior most Flight Attendant in the system.

E. General

Seniority will govern all Flight Attendants in the case of bidding rights, reduction in force, recall after furlough, vacation preferences, and other domicile assignments, provided, however, that in the case of emergencies such as strikes or other causes considered beyond the control of the Company seniority for furloughs will not apply.

AFA-American Eagle Contract 2012

SECTION 15 **FILLING OF VACANCIES**

A. Awarding of Permanent Vacancies

1. A permanent vacancy shall be any vacancy, including new domicile vacancies (not caused by maternity leave, medical or other leaves), anticipated to exist for longer than ninety (90) days. Any other vacancy will be classified as temporary.
2.
 - a. In the event that a vacancy occurs, the Company will post the vacancy for a minimum of fourteen (14) calendar days on 1) HI6 – or its equivalent; and 2) in the daily open time recordings currently referred to as AVARS – or its equivalent.
 - b. The Company shall maintain a permanent vacancy bid file in which a Flight Attendant shall be afforded the opportunity to bid for a permanent vacancy at any domicile. The Company shall review the permanent vacancy bids and award the vacancy/vacancies in seniority order by the 25th of the month two (2) months prior to the effective month of the bid (e.g., by October 25th if December is the effective month of the bid). A Flight Attendant shall be able to change her/his permanent vacancy bid at any time immediately preceding the closing date of any specific permanent vacancy bid period. The Flight Attendant will be advised in writing of the award and the effective date. Once a Flight Attendant is awarded or assigned a vacancy, she/he shall be responsible for the new assignment.
 - c. A Flight Attendant may submit an initial bid, change a permanent bid, or delete her/his permanent bid in writing, including via facsimile.
3. Any vacancy that is not bid upon will be assigned to the most junior Flight Attendant or at the Company's discretion by hiring a new Flight Attendant.
4. The Flight Attendant awarded a vacancy will be removed from all trips for which any part of the trip falls within the three (3) moving days period immediately preceding the effective date of transfer. If the move is involuntary, such Flight Attendant shall be paid and credited as if she/he had flown the dropped trip(s). If the move is voluntary, such Flight Attendant shall not be paid and credited for the dropped trip(s), however she/he shall not fall below guarantee for pay purposes.
5. The Flight Attendant's three (3) move days will be determined as follows: [old Moving Days SL]
 - a. Following the award of the base transfer, the Company will contact the Flight Attendant to inform her/him that the move days will be scheduled on the last three (3) days of the month preceding the effective date of the transfer.
 - b. If the Flight Attendant is satisfied with the scheduling of the move days on the final three (3) days, she/he does not have to do anything.
 - c. If the Flight Attendant desires to either waive the move days or schedule them at some point besides the final three (3) days in the bid month preceding the effective date of the transfer, she/he must contact the Flight Service Administrative Manager to inform of either the waiver or the request for an alternate three-(3) day period. This contact must be made no later than a date specified by the Company.
 - d. The request for an alternate three-day (3) period must specify the calendar dates requested. It is understood that the dates must remain as three (3) consecutive calendar days.
 - e. It is understood that the three-day (3) duty-free period may not be scheduled over the following days: New Year's Day, U.S. Independence Day, Thanksgiving, Christmas Eve, and Christmas Day.

AFA-American Eagle Contract 2012

6. A new hire Flight Attendant will be assigned to a base only after the permanent vacancy to which the new hire Flight Attendant is assigned has been properly posted, and then, only after no Flight Attendant with a higher seniority bid was awarded the vacancy.
7. A Flight Attendant awarded or assigned a base transfer or vacancy or initial base assignment shall be provided A-12 travel to the new domicile in order to obtain a new SIDA badge prior to reporting to the new base.

B. Temporary Vacancies/TDY [old SL DD]

1. When temporary vacancies/TDY are anticipated to exist for a full monthly bid period, such vacancies shall be filled in accordance with this section. A temporary vacancy/TDY will be awarded or assigned one (1) bid month at a time.
2. No later than the 10th of the month preceding the month in which the vacancy/TDY assignment will be offered, the Company will post the temporary vacancies at any and all bases which it determines have more than adequate staffing levels and afford the Flight Attendants at such base(s) the opportunity to bid for the vacancy/TDY. The awarding of a temporary vacancy/TDY will be done in seniority order from among the Flight Attendants who bid for the vacancy/TDY at the bases at which the vacancy/TDY is posted.
3. Bidding for the temporary vacancy/TDY will close at 10:00 CT on the 15th of the month preceding the month in which the vacancy/TDY will be offered.
 - a. A Flight Attendant who bids and is awarded TDY and who has vacation during the TDY period will be required to be paid out for any vacation day(s) that fall within the TDY period and thus will remain available for assignment during the time previously scheduled for vacation.
 - b. The Flight Attendant's vacation shall be paid at the value of the vacation week in accordance with the table in Section 10.D. and such hours shall be paid above the guarantee.
4. TDY bids will be awarded at 12:00 CT on the 15th of the month preceding the month in which the vacancy/TDY will be offered.
5. A Flight Attendant who is awarded TDY will be issued the bid package for the base to which she/he will be temporarily transferred on the date of the regular bid publication. She/he shall have the opportunity to bid for any line in that base's bid packet and will be awarded a line based on her/his seniority in the same manner as any Flight Attendant based at that domicile.
6. If no Flight Attendant bids for such TDY, the most junior Flight Attendant(s) in the base(s) which have more than the adequate staffing level described in (B.2.) above will be assigned to the TDY duty. No Flight Attendant shall be involuntarily assigned to more than one (1) TDY assignment in any twelve (12) month period unless every other Flight Attendant in the domicile has been involuntarily assigned a TDY assignment.
7. Flight Attendants assigned to or awarded TDY will be paid and compensated according to the provisions of Section 5 (Expenses).
8. The Company will provide a Flight Attendant on a TDY with priority (A-12 or its equivalent) passes to and from the TDY assignment (beginning and end of month). Passes will be issued from the Flight Attendant's domicile or other requested location so long as it is on the AMR Company system. A Flight Attendant who, otherwise, travels to and from the TDY location during the TDY assignment utilizing their regular pass privilege benefits (not the A-12 pass) shall continue to receive per diem and be paid as if she/he remained at the TDY location.
 - a. A Flight Attendant who's schedule must be altered to accommodate deadheading to or from a TDY assignment in the current month or in the TDY month or the following month and who subsequently

AFA-American Eagle Contract 2012

loses time will be pay protected for any time lost due to the scheduling of the deadhead in accordance with Section 4.C. (96%).

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

1. The Company shall announce the closing of a domicile as far in advance as possible, but not less than sixty (60) days prior to the actual closing, except that such notice is not required when a base is closed due to circumstances beyond the control of the Company.
2. In the event that a domicile is closed, the Flight Attendants at the domicile(s) involved may exercise all of their rights provided for in this Agreement. Additionally, if the Company is unable to schedule the relocation days off, in accordance with Section 6.G.1., and/or Section 15.A.4. of this agreement by the effective date of the domicile closure, the Flight Attendant will be eligible for up to seven (7) nights at a Company-provided hotel.
3. The Company shall advise the Association of any additions of domiciles as soon as the Company is made aware of or decides to open a domicile. Flight Attendants will be afforded the option to bid for openings at the new domicile in accordance with the provisions of this Agreement.

AFA-American Eagle Contract 2012

SECTION 16 **TIME OFF WITHOUT PAY**

- A. The purpose of time off without pay is to balance the workforce during short periods of overstaffing at a specific domicile or throughout the system and to minimize Flight Attendant furloughs.
- B. When the requirements of service permit, the Company may offer time off without pay. Time off will be offered in seniority order within the domicile where such time exists.
- C. A Flight Attendant awarded time off without pay will retain and accrue seniority, and all Company-provided benefits including, but not limited to, medical insurance, dental insurance, and pass privileges, in the same manner as any other current active Flight Attendant.
- D. The Company will offer TOWOP in increments of five (5) or more days. No more than one (1) period of TOWOP will be permitted in the month unless two (2) separate periods are requested in connection with a period of vacation that would permit a continuous period off. In any case, the minimum period must remain five (5) days. A period of fewer than five (5) days is only permitted in the case of a second period in the month that would complete a continuous period off, such as the end of the month.
- E. When known far enough in advance, time off without pay will be included in the bid packages of the base(s) in which TOWOP is being offered. Such time will be awarded in the final bid.
- F. When it is not known far enough in advance to include in the bid packet, the Company will post the offer of time off without pay for no less than seven (7) days in the 1) HI6 (or its equivalent); and 2) in the daily open time recordings currently referred to as AVARS – or its equivalent.

AFA-American Eagle Contract 2012

SECTION 17 **FURLOUGH, DISPLACEMENT AND RECALL**

A. Reduction In Force (Headcount)

1. Leaves In Lieu of Furlough

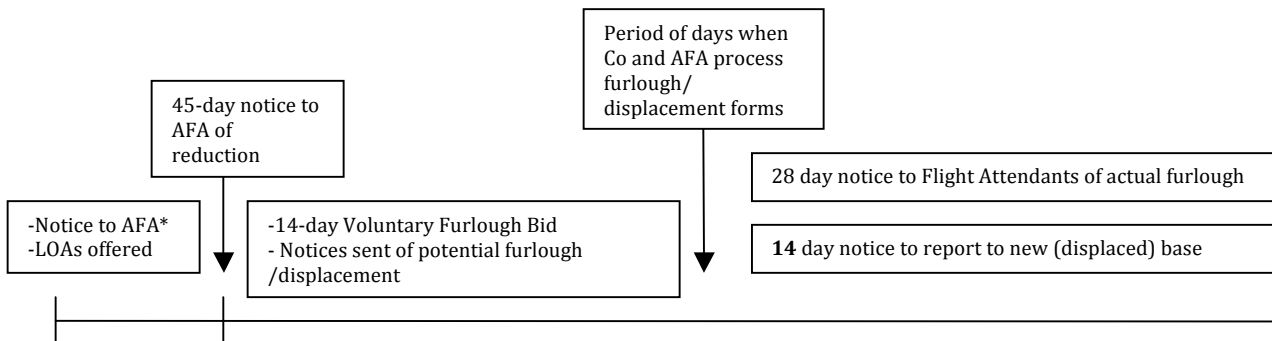
Prior to a reduction in force, the Company will notify the Union in advance of the reduction and the approximate number of Flight Attendants affected. The Company will, to the extent possible, make leaves of absence available to Flight Attendants prior to initiating any furloughs. Leaves granted under this subsection shall not result in the involuntary transfer of any Flight Attendant.

- a. Upon proper application to the Company, leaves of absence shall be granted in order of seniority at the specified base(s) for a period of not less than ninety (90) days and may be renewed in increments of not less than ninety (90) days. Leaves of absence, once granted, must be accepted by the Flight Attendant.
- b. The Company may cancel an awarded leave of absence granted under this provision; however, a Flight Attendant may be requested to return early from a leave and may elect to do so.
- c. A Flight Attendant who has been granted such leave of absence shall file, in writing; her/his address with her/his Administrative Manager.
- d. Notice to cancel or request to return early from leaves of absence shall be sent by overnight mail return receipt requested to the last address on file with the Company and also may be made by positive contact via personal telephone call. The following timelines shall apply:
 - i. The Flight Attendant shall respond within ten (10) days of receipt of notice that she/he will either return to active service or remain on leave.
 - ii. If the Flight Attendant is returning to active service, the return date shall not be earlier than the 14th day after electing to return to active service.
 - iii. The company shall make a reasonable effort to construct a relief line for a line holding Flight Attendant who clears for duty following the final bid award. If the Flight Attendant is a Reserve, the prorated line shall consist of days off and days of reserve availability.
- e. A Flight Attendant granted a leave of absence for this purpose shall continue to accrue Company, Classification, and Occupational Seniority for all purposes (pay, vacation, and sick leave) for the duration of the leave.
- f. A Flight Attendant granted a leave under this provision may continue to participate in the Company's Group Life and Health Benefits Plan(s) as if she/he had remained in active service.
- g. The number of leaves granted at a domicile shall be determined by the Company.
- h. Priority will be given to leaves in lieu of furlough, other leave policies of the Company notwithstanding.
- i. In addition to offering voluntary leaves of absence, the Company may offer reduced-guarantee lines of flying prior to initiating any furlough.

2. Furlough and Displacement due to a Reduction in Force

AFA-American Eagle Contract 2012

- a. No fewer than forty-five (45) days prior to a planned furlough, the Company will notify the AFA MEC President of the approximate number of Flight Attendants to be affected by the furlough and forward a list of Flight Attendants who may be subject to furlough.
- b. In the event leaves in lieu of furlough fail to satisfy the need for reduction, Flight Attendants will first be offered voluntary furlough in seniority order at the domicile being reduced and then involuntarily furloughed in reverse order of seniority at the domicile being reduced. The notice of voluntary furlough must be posted for a minimum of fourteen (14) days. Notice of possible furlough/displacement will be sent out to Flight Attendants potentially affected by the furlough and may be concurrent with the notice to AFA and/or the offer of leaves in lieu of furlough, bids will be processed in the following order: leaves in lieu of furlough, voluntary furloughs, and displacements; involuntary furloughs will be processed last.
- c. At the close of the Voluntary Furlough Bid, the Company, in concert with the MEC President or designee(s) will process all displacement forms in seniority order.
- d. A Flight Attendant who is to be furloughed may displace the most junior Flight Attendant in any domicile provided she/he is senior to such Flight Attendant. A displaced Flight Attendant will receive notification at least fourteen (14) days prior to the date on which she/he is required to report to the new domicile. In the event that such Flight Attendant receives less than the fourteen (14) day notification specified in the above sentence, she/he will receive per diem and hotel expenses in accordance with Section 5 for the total number of required notification days not given.
 - i. Flight Attendants to be furloughed will be notified in writing at the last filed address. Flight Attendants will be given no fewer than 28 days written notice of furlough, or 28 days pay in lieu thereof, except in cases of emergency, Acts of God, or other causes beyond the control of the Company. Emergency for the purposes of this Section shall include such reasons as an Act of God, a national emergency, revocations of the Company's operating certificate(s), or grounding of a substantial number of the Company's aircraft, any strike or picketing causing a temporary cessation of work.
 - ii. A Flight Attendant on leave of absence whose seniority is such that she/he would have been furloughed had she/he not been on leave of absence shall be promptly notified that her/his status has been changed to that of a furloughed Flight Attendant and is entitled to all applicable rights of a furloughed Flight Attendant under this Agreement.
 - iii. If a Flight Attendant is subject to displacement while on a leave of absence, she/he can displace a more junior Flight Attendant "on paper" and it shall become effective upon her/his return to active status.
- e. A Flight Attendant furloughed by the Company will file her/his proper address(es) with the Company at the time of furlough. Any change in address must be supplied to the Company promptly, and the Company will provide such changes to the Association.



AFA-American Eagle Contract 2012

*Notice to AFA and offer of leaves of absence may be concurrent with voluntary furlough bid and sending out of notice of potential furlough/displacement in A.2.a.

f. Benefits

- i. A furloughed Flight Attendant may continue her/his medical benefits for a period as specified under Consolidated Omnibus Budget Reconciliation Act ("COBRA").
- ii. A furloughed Flight Attendant will continue to have pass benefits for a minimum of thirty (30) days or in accordance with Company policy, whichever is greater.

g. At her/his option, a Flight Attendant, with more than one (1) year of active service who is furloughed will be granted vacation pay for all unused and accrued vacation.

h. In the event a Flight Attendant is displaced out of her/his domicile she/he will be provided the same awarded vacation slot(s) in the new domicile. [old Vacation Scheduling Following Involuntary Transfer SL]

i. At the completion of the furlough, the Company will notify the MEC President of the bases from/to which Flight Attendants were furloughed, transferred or assigned and forward a list of Flight Attendants affected by the furlough, transfer or assignment.

3. Recall from a Furlough due to a Reduction in Force

- a. A Flight Attendant who is furloughed and subsequently recalled will retain all forms of seniority during the furlough. She/he shall continue to accrue occupational seniority only during the furlough.
- b. A Flight Attendant shall have recall rights for a period of five (5) years from the date of the furlough. A furloughed Flight Attendant shall be responsible for keeping the Company advised of her/his address.
- c. Recall from furlough will be in seniority order. When initiating a recall, the Company shall notify furloughed Flight Attendants via overnight mail at the last address or telephone number on file with the Company and may also notify the Flight Attendant by personal telephone call. After delivery of such notice to the last address and/or telephone number on file, the Flight Attendant will be allowed a period of ten (10) days within which to notify the Company of her/his intent to return to work or bypass recall. The Company, in concert with the MEC President or designee(s), will process the recall/bypass bids in seniority order according to the preferences specified. A furloughed Flight Attendant who is recalled to active service will receive at least fourteen (14) days notice of her/his report date after indicating her/his acceptance of recall.
- d. A furloughed Flight Attendant who has completed probation may bypass recall to a domicile other than the one from which she/he was furloughed. A Flight Attendant accepting recall to a base other than the base from which she/he was furloughed will receive moving expenses as provided for in Section 6 of this Agreement.
- e. A Flight Attendant recalled to the domicile from which furloughed may bypass recall to the extent that there is a more junior Flight Attendant on furlough from that domicile. However, if all Flight Attendants furloughed from that domicile have been recalled and additional vacancies exist at that base, Flight Attendants who have bypassed recall will no longer be eligible to bypass and their recall will be in inverse seniority order.
- f. All recall results shall be posted on all Company bulletin boards in each crew room at each Flight Attendant domicile and on the Company website along with a copy provided to the Association.

AFA-American Eagle Contract 2012

- g. Should vacancies remain after the recall process described above, the Company may hire new Flight Attendants to fill the vacancies, provided that all Flight Attendants on furlough were offered recall and those remaining on furlough are those who have elected bypass.

B. Realignment of Headcount with No Reduction in Force [old Displacement/Voluntary Furlough SL]

- 1. Prior to initiating a realignment of headcount, the Company will notify AFA. A realignment of headcount occurs when the Company's targeted operational staffing requirement at a specific domicile(s) would result in an overage equal to or exceeding 20% of Flight Attendants on the domicile seniority list. Such overage must be anticipated to last more than ninety (90) days and no reduction in total force anticipated.

Once the Company notifies AFA that the reduction is necessary, any voluntary leaves of absence, voluntary furloughs, base transfers, resignations and terminations shall all be counted toward the reduction. If, after properly invoking the provisions of this paragraph B., the Company reduces the targeted overage to less than 20% during the reduction process, it will, at that point, no longer be able to utilize the provisions of this paragraph B. for any additional reductions at the domicile(s). The status of those already displaced out of the domicile(s) prior to readjustment of the targeted percentage reduction will not change.

- 2. Flight Attendants at the affected domicile(s) shall be given notice of the effective date of the reduction no later than forty-five (45) days prior to that effective date.
 - a. Leaves per paragraph A.1. may be offered prior to initiating any realignment pursuant to this Section.
 - b. All Flight Attendants in a domicile(s) where an overage exists will first be offered the opportunity to bid on any vacancies which exist in any other domicile prior to voluntary base transfers.
 - c. The Company will inform all affected Flight Attendants that they may elect to be voluntary displaced out of the domicile(s) or they may elect voluntary furlough. Flight Attendants electing voluntary displacement shall be considered to have been involuntarily displaced for the purposes of this Agreement. Such requests shall be processed in seniority order.
 - d. If the staffing imbalance is not remedied, the most junior flight attendant(s) equal to the amount of the remaining overage will be offered their choice of 1) involuntary displacement to a domicile where a vacancy exists or 2) voluntary furlough.
 - i. Example: An overage of ten (10) Flight Attendants exists at domicile "A". All Flight Attendant(s) in domicile "A" are offered the opportunity to bid on ten (10) open positions (which happen to exist in domicile "B"). Five (5) Flight Attendants in domicile "A" bid and are awarded the vacancies in domicile "B". The remaining five (5) most junior Flight Attendants in domicile "A" are offered their choice of involuntary displacement to domicile "B" or voluntary furlough.
 - e. Should vacancies remain in domiciles other than the one(s) being reduced, after the transfer displacement process described above, the Company may hire new Flight Attendants to fill those vacancies.
 - f. Once notice is given per B.2. above, all moves out of the domicile, whether voluntary or involuntary, where the overage exists will be considered involuntary for purposes of eligibility under this Agreement.
 - g. For those Flight Attendants who accept voluntary furlough, standard furlough benefits apply in accordance with this Agreement. Such Flight Attendants will retain all forms of seniority and continue to accrue occupational seniority.

AFA-American Eagle Contract 2012

- h. Flight Attendants on a leave of absence at the time of a displacement will not be required to select either displacement to another domicile or voluntary furlough for the duration of the leave.
- i. Flight Attendants domiciled in San Juan who are on maternity leave of absence similarly will not be required to select either displacement to another domicile or voluntary furlough for the duration of the leave. By delaying the date upon which the election must be made, it is understood that these Flight Attendants will remain eligible for the Puerto Rican Maternity benefits as provided for in the Agreement.
- j. In the event a Flight Attendant voluntarily or involuntarily transfers out of a domicile with an overage under this provision after vacation awards, she/he will be provided the same vacation slot(s) in the new domicile. [old Vacation Scheduling Following Involuntary Transfer SL]

3. Recall from Voluntary Furlough due to a Realignment of Headcount

- a. Flight Attendants who opt for voluntary furlough will provide the Company with a list of domiciles to which they will accept recall in order of preference. Flight Attendants may amend their recall preferences at any time. However, the recall preference on file with the Company as of 12:00 CT one (1) day prior to base transfer awards will be used for purposes of executing transfers/recall. As vacancies become available, those vacancies will be offered system-wide in seniority order to normal base transfers and voluntary furloughs.
- b. If, within five (5) years vacancies emerge in the domicile of the original displacement, those vacancies will be first offered to those voluntarily furloughed or displaced from that domicile in seniority order.
- c. A Flight Attendant shall have recall rights for a period of five (5) years from the date of the furlough. A voluntarily furloughed Flight Attendant shall be responsible for keeping the Company advised of her/his address.
- d. Recall from voluntary furlough will be in seniority order. A Flight Attendant will be notified by the Company via overnight mail, return receipt requested or via a positive contact personal telephone call of her/his recall with the Company. After delivery of such notice to the last address or telephone number on file with the Company, the Flight Attendant will be allowed a period of ten (10) days within which to notify the Company of her/his intent to return to work or bypass recall. A furloughed Flight Attendant who is recalled to active service will receive at least fourteen (14) days notice of her/his report date after indicating her/his acceptance of recall.
- e. A voluntarily furloughed Flight Attendant who has completed probation may bypass recall to a domicile other than the one from which she/he was furloughed. A Flight Attendant accepting recall to a base other than the base from which she/he was furloughed will receive moving expenses as provided for in Section 6 (Moving Expenses).
- f. A Flight Attendant recalled to the domicile from which furloughed may bypass recall to the extent that there is a more junior Flight Attendant on furlough from that domicile. However, if all Flight Attendants furloughed from that domicile have been recalled and additional vacancies exist at that base, Flight Attendants who have bypassed recall will no longer be eligible to bypass and their recall will be in inverse seniority order.
- g. Should vacancies remain after the transfer/recall process described above, the Company may hire new Flight Attendants to fill the vacancies.
- h. All results of voluntary furloughs and recalls shall be posted on all Company bulletin boards in each crew room at each Flight Attendant domicile and on the Company website along with a copy provided to the Union.

AFA-American Eagle Contract 2012

- i. At the end of five (5) years, Flight Attendants still on voluntary furlough will be processed in the following manner:
 - i. Step One: The Company will offer available positions in seniority order to all Flight Attendants remaining on voluntary furlough;
 - ii. Step Two: If Step One fails to fill all available positions, the available positions will be filled in inverse seniority order by any Flight Attendant(s) remaining on voluntary furlough.
 - iii. Step Three: If any Flight Attendant(s) remain(s) on voluntary furlough following Step Two, they will be provided the opportunity to bid in seniority order on any position system-wide which their seniority would hold.
 - iv. A Flight Attendant remaining on voluntary furlough at the end of five (5) years who fails to exercise any of the options listed in Steps One through Three, as noted above, will forfeit all recall rights.
 - v. Any Flight Attendants who must be furloughed as a result of voluntarily furloughed Flight Attendants returning to active status by using the steps listed in paragraph iii. will be involuntarily furloughed in accordance with paragraph A.2. & 3. of this Section.

C. BASE CLOSURES

In the event of a base closure, an affected Flight Attendant will be allowed to displace a more junior Flight Attendant at another base in accordance with Section 15.C. of this agreement.

AFA-American Eagle Contract 2012

SECTION 18 **LEAVES OF ABSENCE**

A. Personal Leave

1. A Flight Attendant may, upon proper application to the Company, be granted a personal leave of absence of up to ninety (90) days. When such leaves are granted, the employee shall retain and continue to accrue all forms of seniority during such leaves.
2. Personal leaves of absence beyond ninety (90) days may be extended with the approval of the Company, up to a total of one (1) year. Occupational seniority will continue to accrue for the duration of the leave; however, a Flight Attendant will retain but not accrue Company and Classification seniority.
3. A Flight Attendant on a personal leave shall retain pass benefits in accordance with Company policy.
4. Personal Leaves shall be for a minimum duration of seven (7) consecutive days.

B. Funeral Leave/Bereavement Leave

A Flight Attendant will be given bereavement leave as stated below. The Flight Attendant will contact In-flight Management and specify the date she/he wants to commence the leave. For all paid leaves, the Flight Attendant will be paid and credited at her/his applicable hourly rate prescribed in Section 4 of this Agreement for trips missed or three hours forty-five minutes (3:45) per day of Reserve duty.

1. Immediate Family

- a. In the case of death of an immediate family member, a Flight Attendant will be allowed time off for up to five (5) days which do not have to be consecutive. Three (3) such days will be paid. The Flight Attendant may elect which of the three days will be paid and must notify the Company of such paid days no later than the 5th of the following month, and such days do not have to be consecutive. A line holding Flight Attendant will be credited with trips missed (less the value of legs into or returning from an overnight falling outside of the three compensated days) and a reserve Flight Attendant will be credited with three hours forty-five minutes (3:45) per day. The five (5) days off shall be used in conjunction with the funeral, memorial service, or settling of the estate, which includes preparing property for sale and moving effects.
 - b. Immediate family for the purpose of paragraph B.1.a. above is defined as: spouse, domestic partner, son and daughter (natural, step, foster), mother and father (natural, step or in-law), sister and brother (natural, step), parent or child of domestic partner, grandmother, grandfather, grandchild, legal guardian, as well as any relative who is a resident of the household.
 - c. Should "Immediate Family" under Company policy be amended to include individuals other than those specified in paragraph B.1.b. above, such individuals will also be included under the provisions of B.1.
2. Other Relatives and Friends - In the event of death of a close relative or friend (e.g., brother-in-law, sister-in-law, aunt, uncle) other than those listed above, a Flight Attendant will be granted, upon request, three (3) days of unpaid leave. Such days do not need to be consecutive. The three (3) days off shall be used in conjunction with the funeral, memorial service, or settling of the estate, which includes preparing property for sale and moving effects.
 3. In the event that a Flight Attendant requires more time off due to bereavement than is afforded by this Section she/he may, at her/his option:

AFA-American Eagle Contract 2012

- a. Request a personal leave of absence from their flight service manager. Such request will be given the utmost consideration and a decision will be made within twenty-four (24) hours; and/or
- b. Request to move their previously scheduled vacation to the period immediately following the bereavement leave; and/or
- c. Utilize other provisions afforded under this Agreement as appropriate.

C. Jury Duty/Witness Leave

1. A Flight Attendant who is required to serve on jury duty will, for pay purposes, be credited with trips missed at her/his applicable hourly rate of pay as specified in Section 4 of this Agreement, or if on reserve, will be credited with three hours forty-five minutes (3:45) at her/his applicable hourly rate of pay as specified in Section 4 of this Agreement per day of reserve duty. A Flight Attendant on jury duty will be released from duty for the entire day.
2. A Flight Attendant will for pay purposes be credited for witness duty as in C.1., when appearance is at the request of the Company; or when such appearance, in response to a subpoena, is directly related to Company business, or as a witness in litigation brought by federal, state or local government, provided such litigation is not brought by, or on behalf of the Flight Attendant.
3. If a Flight Attendant must appear in court she/he shall be granted unpaid leave in order to appear in court upon submission of appropriate documentation prior to the appearance date.

D. Medical Leave

1. Medical leaves will be approved for Flight Attendants when they are unable to perform their duties as a Flight Attendant. Such leave will be approved when medical verification is provided for the duration of the illness/injury which prohibits the Flight Attendant from returning to her/his position.
2. A Flight Attendant will not be required to exhaust her/his sick leave bank before going on Medical Leave except where prohibited by law. However, the optional Short-Term and Long-Term Disability plans may require a Flight Attendant to exhaust her/his sick leave bank before being eligible for those benefits. A Flight Attendant will, upon proper application, be placed on Medical leave when her/his sick leave bank has been exhausted.
3. A Flight Attendant who requests treatment for a mental health problem or substance abuse problem, prior to notification of testing for random or reasonable cause, may at her/his request be placed on a medical leave for the duration of the treatment program.
4. A Flight Attendant will retain and continue to accrue all forms of seniority while on a medical leave of absence.
5. Medical leaves may not exceed five (5) years in duration. If a Flight Attendant is cleared back to active status and subsequently goes back out on a medical leave, the five (5) year clock starts anew.
6. A Flight Attendant on an authorized medical leave of absence will be allowed to travel on Company passes to medical appointments and otherwise as consistent with the Company pass travel policy.
7. A Flight Attendant who goes out on a medical leave of absence will be eligible to continue health insurance at the active-employee rate for a maximum of twelve (12) months. If she/he comes back to active status and subsequently goes out on a leave again for a different medical reason, the twelve (12) month clock for active-employee status insurance benefit eligibility starts anew. If she/he comes back to

AFA-American Eagle Contract 2012

active status and subsequently goes out on a leave again for the same reason, she/he must have been in an inactive status for a minimum of ninety (90) days before the twelve (12) month clock for active-employee insurance benefit eligibility starts anew.

E. Injury-on-Duty

A Flight Attendant who has suffered an occupational injury on duty (IOD) shall be governed by the provisions of Section 35 Injury On Duty/Restricted and Transitional Duty of this Agreement.

F. Maternity Leave

1. Maternity leave and benefits shall be granted in accordance with Company policy and applicable law and shall not be less beneficial than the terms outlined in this Agreement. The Company will notify the Association of proposed material change(s) to the policy. No material change(s) will be implemented until agreed to by the Company and the Association.
2. A Flight Attendant shall retain and continue to accrue all forms of seniority during a maternity leave of absence.
3. Upon notification by a Flight Attendant to the Company of pregnancy, she shall be provided with a copy of the Flight Attendant maternity leave policy.
4. At the conclusion of a maternity leave, a personal leave may be approved for an initial period not to exceed ninety (90) days. A personal leave may be extended for an additional ninety (90) days, but no further extensions will be permitted. Personal leaves will be in accordance with paragraph A. of this Section.
5. A Flight Attendant utilizing maternity leave may substitute any accrued and unused sick leave and vacation time for any portion of unpaid maternity leave. A Flight Attendant on such paid leave shall be considered on active status.

G. Family Leave Act

1. A Flight Attendant will be granted FMLA leave in accordance with applicable law and Company policy and additionally, FMLA Leave will apply for domestic partners in the same manner as for spouses. The Company will notify the Association of material changes to the policy.
2. A Flight Attendant on FMLA leave will retain and continue to accrue all forms of seniority while on such leave.
3. Any state FMLA statutes that provide more favorable FMLA provisions than the federal statute shall apply to Flight Attendants in accordance with applicable state law.
4. Intermittent FMLA leave will only be applied to days of work.
5. A Flight Attendant on block FMLA Leave will have the ability to paper-bid if the leave will be paid leave.
6. Converting FMLA to VF for pay purposes: A Flight Attendant may apply a day of the current year's earned, but unused vacation or accrued vacation for the next year to an FMLA day(s) in order to receive pay. She/he must notify Pay Comp by the 5th of the following month in order that payroll may process the change.
7. A Flight Attendant shall not be required to deplete her/his accrued vacation prior to commencing an unpaid FMLA Leave of Absence.

AFA-American Eagle Contract 2012

8. Converting FMLA to SF for pay purposes: A Flight Attendant may apply available sick leave to an FMLA day(s) in order to receive pay. She/he must notify Pay Comp by the 5th of the following month in order that payroll may process the change.

H. Educational Leave

1. A non-probationary Flight Attendant may, upon proper application to the Company, be approved for an educational leave of absence not to exceed two (2) years. She/he will continue to accrue Occupational seniority for the duration of the leave; however, she/he will retain, but not accrue Classification and Company seniority.
2. Educational leaves will be in accordance with Company policy. A Flight Attendant who gives the Company thirty (30) days notice may be allowed to return to flight status at any time during such leave. An educational leave will not be canceled by the Company except in an emergency.
3. A Flight Attendant on educational leave shall be required to submit verification of enrollment and completion of course work at an accredited school, college or university within seven (7) days after registration or course completion.
4. Flight Attendant requests for an educational leave will normally be granted prior to voluntary or involuntary furloughs.

I. Military Leave

1. A Flight Attendant will be granted a Military leave of absence in accordance with federal law.
2. A Flight Attendant in the Military reserves serving guard and duty reserve to fulfill the minimum requirements will be released from days of work during the days of the actual training/duty and, if requested and necessary, any required travel days.

J. General

1. Unless otherwise specified, a Flight Attendant on a leave of absence will retain and continue to accrue all forms of seniority.
2. Prior to offering or implementing any type of leave not specified in this Section, the Company will notify the MEC President and allow her/him to offer input.
3. No leave taken pursuant to this Section will count as an attendance occurrence or otherwise be used in any way as the basis for discipline against a Flight Attendant, unless it is subsequently determined that the Flight Attendant falsified or misrepresented any information in relation to such leave.
4. Insurance provisions for Flight Attendants on Leave of Absence are outlined in Section 20 (Retirement, Insurance and Benefits Qualifications).
5. A Flight Attendant on any leave who does not qualify for "active-employee" health insurance benefits may maintain the Group Health Benefits in which she/he is currently enrolled as an active employee and pay 100% of the full cost; or enroll for continuation coverage under COBRA; or elect to drop coverage for the duration of the leave.
6. A Flight Attendant returning from a leave of absence will be returned to duty and pay status no later than two weeks from the date that all required information has been submitted to the Company. The two week time period begins with the submission of all required information per the Company's initial request.

AFA-American Eagle Contract 2012

7. A Flight Attendant returning from any leave whose qualification has lapsed, shall be offered training in a timely manner; however, the provisions of 6. above shall apply.
8. A Flight Attendant on any leave of absence may substitute accrued and unused vacation time for any unpaid portion of the leave. A Flight Attendant on such paid status shall be considered to be on active status.
9. The Association will be provided, on a monthly basis, the names of Flight Attendants on furlough, leaves of absence and Flight Attendants on temporary or special assignments for a full month, including the date the Flight Attendant went off the line and her/his return date.

K. Return to Active Status in Full or Partial Month

1. A Flight Attendant returning to active status for a full or partial month and who has not been awarded a line of flying or a reserve schedule during the monthly bidding process shall have a schedule built in consultation with the Administrative Manager. The schedule constructed shall be in parity with the Flight Attendant's seniority with regard to trips, days of reserve and days off.

AFA-American Eagle Contract 2012

SECTION 19 TRAINING

A. The Company will publish the recurrent training dates and list of Flight Attendants required to attend training on the Flight Service Web Site two months prior to the applicable training month [i.e. in March the Flight Service Web Site will include May training dates available for bid and names and priority (i.e. base, grace, or early month) of eligible Flight Attendants]. Training dates will be awarded in seniority order to Flight Attendants in the order of her/his training month priority: 1. Base Month; 2. Grace Month; 3. Early Month and will follow the schedule below.

1. Publish training dates on the Flight Service Web Site two months prior to the training month.
2. Open training bids: no later than the 16th of the month by 12:00 CT in which dates are published.
3. Close the bids: 10th of the month by 12:00 CT prior to the training month
4. Bids awarded: no later than the 14th of the month by 12:00 CT prior to the training month.

Example for a February Training Event:

- December 1st: Training Dates are published on the Flight Service Web site.
- December 16th: by 12:00 CT Bids Open for Training.
- January 10th: by 12:00 CT Bids Close for Training.
- January 14th: by 12:00 CT Training Dates are awarded.

B. If a Flight Attendant fails to submit a bid prior to the monthly training bid closing time or fails to indicate training preferences on the bid, she/he will be assigned training dates. Likewise, any Flight Attendant who fails to attend scheduled training will be assigned alternate training dates by the Company. A Flight Attendant who is assigned training may request a change of training dates so long as the request is received by the bid line closing of the month prior to the training month. If class space is available, the Company will grant such request.

C. For each day in training a Flight Attendant will be paid the greater of trips missed or value of the day, three hours forty-five minutes (3:45), at her/his applicable hourly rate as specified in Section 4.A.1. of this Agreement, less the value of legs into or returning from an overnight falling outside of the training days. A Reserve Flight Attendant will be credited with three hours forty-five minutes (3:45) at her/his applicable hourly rate of pay as specified in Section 4.A.1. for each day of training.

D. In order to prepare for recurrent training, a Flight Attendant may, at her/his option, drop all portions of her/his trip(s) or reserve day that conflicts with the day immediately preceding the first day of recurrent training. Such time dropped will be unpaid.

E. A Flight Attendant who attends training on a day off will be paid and credited with three hours forty-five minutes (3:45) in addition to her/his guarantee.

F. A Flight Attendant on a reduced line guarantee may, at her/his option, attend training during the portion of the month in which no flying is scheduled.

G. A Flight Attendant required to attend training out of domicile will be provided with positive space transportation to and from training over the AMR North American system from the Flight Attendant's domicile or airport of residence. Additionally, commuter Flight Attendants will be afforded positive space transportation in the same manner to attend training in their domicile.

H. Training Hotels and Per diem

1. A Flight Attendant who is required to leave her/his domicile for training will be provided hotel accommodations if the training is scheduled for more than one day. A Flight Attendant who is required to leave her/his domicile for training and is scheduled to arrive the night prior in order to attend training (of

AFA-American Eagle Contract 2012

one (1) or more days) the next day, will be provided hotel accommodations for that night. The Flight Attendant will be paid per diem from the time she/he is required to report at her/his domicile until her/his return to domicile. A commuter Flight Attendant traveling for training from and to her/his airport of residence will be paid per diem from the time she/he would have been scheduled to report at her/his domicile until she/he would have been scheduled to return to domicile.

2. A Flight Attendant who is not required to leave her/his domicile for training will receive per diem for each hour, or fraction thereof, of scheduled Company provided training.
 3. A Flight Attendant who attends training in domicile of more than three days will be provided with a hotel room per 34.A.1. The Flight Attendant will be paid per diem from the time she/he is required to report for training until the conclusion of training.
- I. A Flight Attendant shall not be required to return from vacation or leave of absence for any training. A Flight Attendant voluntarily returning for training will be paid in accordance with the provisions of this Agreement.
- J. The Company shall provide at least ten hours (10:00) of rest after each day of training, which can be reduced to nine hours (9:00) rest after the last day of training. The Company will comply with maximum duty periods stated in this Agreement while a Flight Attendant attends training. A Flight Attendant shall be considered on duty while attending training and for the scheduled travel time to training from domicile and the later of the scheduled or actual, travel time from training back to domicile. For the purposes of this paragraph, rest will be based on the first scheduled available flight to domicile following training that the Flight Attendant would reasonably be able to depart on given travel and check-in time allowances. However, if the Company assigns the Flight Attendant to a later flight; duty time shall be based upon that flight.
- K. All training will be conducted in accordance with the policies and procedures of the In-Flight Department. Upon request, the Company will meet with the Association Flight Attendant Training Committee to discuss policies and procedures.
- L. Flight Attendants attending training will receive one (1) ten-minute (:10) break for every two hours (2:00) of scheduled training and a one hour (1:00) meal period for training in excess of six hours. If the scheduled training period transits two traditional meal periods, the Company will schedule two (2) thirty-five (:35) minute meal periods in lieu of the one-hour (1:00) meal period. Such thirty-five (:35) minute meal periods will be scheduled in conjunction with the ten-minute (:10) break described above to create two (2) forty-five (:45) minute meal periods. In addition the Company will ensure that the meal period(s) described commence at a time consistent with the operational hours of the cafeteria.
- M. The Company will not schedule training between the hours of 2100 Local and 0600 Local time with the exception of the introduction of new aircraft type(s), while awaiting delivery of a cabin trainer.
- N. In the event that distance learning training (e.g., computer-based, home-study booklet, E-learning, etc.) is incorporated into the Flight Attendant training requirements, the Flight Attendant will be credited in the following manner:
1. A panel of four (4) Flight Attendants will be established to complete the distance learning course. The Union and the Company will each select two (2) participants to be on the panel. None of the Flight Attendants selected will have been involved in the development of the training. The Flight Attendants on the panel will be paid in accordance with Section 4.I. (Special Assignment Pay). The average time of all four (4) Flight Attendants to complete the training will determine the official assigned value of the training.
 2. Each Flight Attendant completing the distance learning will be credited with 50% of the assigned value at her/his applicable hourly rate in accordance with Section 4.A.1. (Compensation).
 3. In no event will a Flight Attendant be credited with fewer than thirty (:30) minutes for each distance learning training course completed.

AFA-American Eagle Contract 2012

O. For training other than recurrent training and new equipment training (which is provided for in Section 1.E.), the Company may offer such training for bid in accordance with Paragraph A. above or may allow Flight Attendants to sign up for such training voluntarily on a first-come, first-serve basis. In either case, a Flight Attendant may request a change of training dates and/or classes in accordance with Paragraph B. above. Additionally, Flight Attendants may swap training dates and/or classes with each other, so long as such swap does not create a legality conflict.

P. With the exception of new hire training, No Company required training shall be held on December 24th, 25th, 31st and January 1st.

Q. Training Failures

1. If a Flight Attendant does not successfully complete a training event, the Flight Attendant shall be placed in the next available training event, but no later than seven (7) days from the date of incomplection. However, if the Flight Attendant has scheduled vacation that conflicts with the new training date, she/he shall be placed in the training event that occurs immediately after the vacation.
2. If no training event is scheduled within the time limits as described above, the Company shall offer the Flight Attendant Special Assignment work in her/his domicile until the next training event is scheduled. If the Flight Attendant elects to decline the offer of Special Assignment she/he will forgo the pay credit. Alternatively, a Flight Attendant may elect to decline the offer of Special Assignment and substitute unused paid vacation.

R. Familiarization/Differences Training

The Company may require Flight Attendants to attend special familiarization/differences training (e.g., new fire extinguisher, new oxygen mask for Embraer aircraft) at domicile not to exceed fifteen minutes (:15) and three (3) times per year (rolling 12-month period). Such training will be accomplished immediately prior to or immediately after a trip or during a scheduled break and will be unpaid.

AFA-American Eagle Contract 2012

SECTION 20 **RETIREMENT, INSURANCE AND BENEFITS QUALIFICATIONS**

A. Insurance

1. Flight Attendants shall receive the insurance programs and benefits implemented by AMR for American Eagle carrier employees and their eligible dependents.
2. In the event that any new or improved insurance benefit(s) are provided to any other AMR Eagle employee, said benefit(s) will be made available under the same terms and conditions to the Flight Attendants.
3. The Company will meet with the Association to review the basis for proposed cost allocation for the new benefit year, and will share the data and the calculations used by the Company to determine the next year's employee benefits contribution. Such meeting will occur before the new benefit plan costs are announced.

B. Retirement

Flight Attendants will be eligible to participate in the Company 401(k) Plan, or equivalent type plan, (hereinafter referred to as the "Plan") in effect on the date of ratification of this Agreement. Such Plan shall remain in effect and the benefit levels shall not be reduced during the term of this Agreement. However, the provisions of such Plan may be modified from time to time to comply with applicable Federal law; and may also be amended at the Company's discretion, provided no discretionary amendment shall reduce benefit levels during the term of this Agreement. The Company will match each eligible Flight Attendant's pre-tax contribution to the 401(k) Plan, based on length of service, as follows:

Years of Service	Company Match Of Flight Attendant Eligible Earnings
1-9	54% of up to 6% for a maximum of 3.25%
10+	61% of up to 7% for a maximum of 4.25%

C. Benefits Qualifications

1. Unless otherwise provided for, Flight Attendants shall be required to meet certain annual hourly thresholds of paid credit hours in the current year in order to accrue benefits for the following year. Newly hired flight attendants with less than a full year of seniority within the qualifying period of accrual (July 1st through June 30th) will receive benefits in accordance with the pro-ration chart in Section 20.C.b.3 except for eligibility in the Company's health and welfare plans which shall commence immediately upon their status into that of active service.
 - a. Benefits: shall mean vacation accrual, sick leave accrual, uniform point's accrual, and the company's health and welfare plans.
 - b. Credit hours: shall mean all compensation paid to a Flight Attendant as expressed in terms of hourly pay. Examples of this include, but are not limited to block hours, guarantee pay, vacation pay, sick pay, paid union leave, paid leave, pay-withheld status, training pay, special assignment pay, premium pay, etc.

AFA-American Eagle Contract 2012

c. Unless otherwise specified in this agreement, the period of accrual shall be the period from January 1, 2013 to June 30, 2013 for benefits eligibility commencing January 1, 2014 and the credited hours shall be prorated using the table in Section 20.C.3.b. below. For all subsequent years the period of accrual shall be the period from July 1st through June 30th for benefits eligibility for the following year.

2. In order to be eligible for benefits, as set forth in the above paragraph, for the following year, a Flight Attendant must earn pay credit hours pursuant to paragraph C.1.c. above, in accordance with the following schedule:

- a. Any Flight Attendant who receives pay credit of 540 hours or more will not experience any reduction in benefits or benefits accrual.
- b. Any Flight Attendant who receives pay credit of at least 350 hours, but less than 540 hours will receive partial benefits as outlined in the table below.

	<u>0-349 Pay Credit Hours</u>	<u>350-539 Pay Credit Hours</u>	<u>540+ Pay Credit Hours</u>
<u>Sick Accrual</u>	None	<u>1 hour 15 minutes per month</u>	<u>2 hours 30 minutes per month</u>
<u>Health Benefit Participation</u>	None	<u>At Part-time Rate</u>	<u>At Full-time Rate</u>
<u>Vacation Accrual</u>	None	<u>½ of Full Time Accrual per 10.A.1.</u> <u>Pre-PBS</u> <u>½ week = 3 Consecutive Days</u> <u>Post-PBS</u> <u>½ week = 4 Consecutive Days</u>	<u>Full time Accrual per 10.A.1.</u>
<u>Uniform Points</u>	None	<u>6 Points Per Year</u>	<u>12 Points Per Year</u>

AFA-American Eagle Contract 2012

3. Health and Welfare Benefits

- a. A Flight Attendant who goes out on an IOD or Medical Leave of Absence will be eligible to continue health insurance at the active-employee rate for a maximum of twelve (12) months. If she/he comes back to active status and subsequently goes out on a leave again for a different medical reason, the twelve-month (12) clock for active-employee status insurance benefit eligibility starts anew. If she/he comes back to active status and subsequently goes out on a leave again for the same reason, she/he must have been in active status for a minimum of ninety (90) days before the twelve (12) month clock for active-employee insurance benefit eligibility starts anew.
- b. Once a Flight Attendant returns to active status from a Leave of Absence, she/he shall continue/resume medical insurance benefits on an active-status basis until the new plan year. In order to determine the entitlement to future benefits, the Flight Attendant's eligibility shall be determined on a prorated basis for the months remaining in the "period of accrual" defined in C.1.c. above, and as outlined in the table below.

Number of Months	Qualifying Hours for Full Benefits	Qualifying Hours for Partial Benefits
1	45	29:10
2	90	58:20
3	135	87:30
4	180	116:40
5	225	145:50
6	270	175:00
7	315	204:10
8	360	223:20
9	405	262:30
10	450	291:40
11	495	320:50

AFA-American Eagle Contract 2012

SECTION 21 **GRIEVANCE PROCEDURE**

- A. A grievance is a dispute between the parties under the terms of this Agreement. It must be filed in writing with the Operational Vice President or her/his designee. Failure to file a grievance in writing within the limits specified constitutes a waiver of the grievance.
- B. The Union MEC President or a Flight Attendant(s) who has a grievance will be granted a hearing provided she/he files a grievance with a request for hearing with the Vice President of Flight Service or her/his designee with a copy to the Union within ten (10) business days of the date upon which discipline or discharge is based or within thirty (30) days of the time the Flight Attendant(s) became aware or should have become aware of the event giving rise to the grievance. Grievances may be filed in writing, or, electronically by email to the Vice President of Flight Service or her/his designee followed by a copy in writing via certified mail. The following steps will then be taken:
- Step 1 The hearing will be held within ten (10) business days of the earlier of the date that the electronic or written request is received by the Vice President of Flight Service or her/his designee. Electronic receipt will be acknowledged by a return email. The aggrieved Flight Attendant(s) will be given at least three (3) business day's written notice of the time and date for such hearing.
- Step 2 Within ten (10) business days following the completion of the hearing, the Company will issue its decision in writing. If the decision of the Company is not satisfactory, it may be appealed by the Union to the System Board of Adjustment by filing a written notice of appeal with the Board within thirty (30) days after receipt by the aggrieved Flight Attendant(s) of the Company's decision.
- C. The grievant is entitled to have a Union Representative present at any step of the grievance procedure.
- D. Copies of all notices and decisions shall be mailed to the Union Legal Department and the Union Grievance Representative.
- E. Time limits in this Section may be extended by mutual agreement of the parties.
- F. Exoneration
1. If, as a result of any hearing or appeal, as provided herein, a Flight Attendant is exonerated, she or he, if held out of service, will be reinstated without any loss of all forms of seniority and shall be paid for such time loss in an amount which would have ordinarily been earned had she or he continued in service during such period.
 2. If, as a result of any hearing or appeal, as provided herein, the Flight Attendant shall be exonerated, the personnel records shall be cleared of the charges.
- G. Settlement Process
1. Nothing herein shall prevent Company and Union representatives from intervening at any step of the grievance procedure in an effort to seek a resolution.
 2. There will be a quarterly meeting between designated representatives of the Company, and designated representatives of the Union to review cases which are pending appeal to the System Board of Adjustment. The purpose of this meeting will be to attempt resolution of those pending cases prior to appeal to the Board.

AFA-American Eagle Contract 2012

SECTION 22 SYSTEM BOARD OF ADJUSTMENT

- A. In compliance with Section 204, Title II, of the Railway Labor Act, as amended, a System Board of Adjustment is established for the purpose of adjusting disputes or grievances arising under the terms of this Agreement. Such Board shall be known as the American Eagle Airlines, Inc., Flight Attendant System Board of Adjustment.
- B. The Board shall be comprised of three (3) members, one (1) selected by the Union, one (1) selected by the Company and a third neutral party. The three (3) member Board shall hear all disputes properly presented to it in accordance with this Section.
- C. Each party shall advise the other, in writing, of the name of its representative and such designation shall continue in effect until successors are appointed. Either party shall have the right to change its representatives periodically, provided that written notification of such representative for any particular dispute must be made prior to the start of the scheduled hearing. The Board will meet within sixty (60) days of the submission of any case or on request of either party to consider any case. Upon request of either party, the time limits may be waived.
- D. Whenever a three (3) member Board shall be required, the parties will promptly attempt to agree on a neutral member to sit on the Board. If the parties are unable to agree on a neutral, either party may promptly request the National Mediation Board to provide a list of seven (7) neutrals. The parties shall select one (1) neutral to serve as the third neutral member of the Board from the list submitted by the National Mediation Board. The parties will choose the neutral within thirty (30) calendar days by alternatively striking names from the list until one (1) name remains who will be designated as the neutral member. The party to strike first will be alternated each time a neutral is selected to sit with the System Board. The neutral member of the Board will preside at the hearings of the Board and will be designated as Chairperson. If the parties mutually agree, the neutral member may sit and decide any dispute without the assistance of the Company and Union appointed Board members. The Board shall convene at the earliest opportunity after appointment of the neutral member.
- E. The Board will have jurisdiction over grievances filed pursuant to the terms of this Agreement. The Board will not have any power to alter or amend the provisions of this Agreement.
- F. The Board will consider any grievance properly submitted to it by the Union or the Company when such grievance has not been previously settled in accordance with the terms provided in this Agreement.
- G. The Board, as comprised with the neutral member sitting as the Chairperson of the Board, shall meet with the purpose of hearing and deciding the case to be determined. The Board will render its decision in writing as promptly as possible. A majority vote of three (3) Board members, or the neutral when she/he sits alone, shall be sufficient to make a decision which shall be final and binding and conclusive on the Company and the Union.
- H. The expenses and reasonable compensation of the neutral member and stenographic services will be borne equally by the parties. The parties may mutually agree to forego stenographic services if they are not required. Each of the parties will assume the compensation, travel expense and other expenses of the Board members selected by it and the witnesses called by it. Insofar as space is available and to the extent permitted by law, grievant(s), witness(es) and representative(s) who are employees of the Company shall receive positive space transportation, consistent with the Company business pass travel policy, for traveling to and from the location of the arbitration hearing.
- I. All submissions of disputes referred to the Board shall be addressed to the Board with one (1) copy to the Company and the Union. One (1) copy of the submission shall be submitted to the neutral third member. Each such submission shall show:
- a) Question or questions at issue;
 - b) Statement of facts;
 - c) Position of the Union;

AFA-American Eagle Contract 2012

d) Position of the Company.

- J.
1. The Company and Union may be represented by such person or persons as they may choose and designate. Evidence may be presented either orally or in writing, or both. All witnesses testifying orally or by deposition shall do so under oath.
 2. The Board, may, by majority vote, or at the request of either the Union Representative or the Company Representatives thereon, summon any witnesses employed by the Company who may be deemed necessary to the dispute, provided such summons does not unnecessarily interfere with the operations of the Company.
- K.
1. Each and every Board member shall be free to discharge her/his duty in an independent manner without fear that her/his individual relations with the Company, the Union or with employees may be affected in any manner by any action taken by her/him in good faith in her/his capacity as a Board member.
 2. Each witness summoned by the Board or called by either party shall be free from retaliation or adverse action by either the Union or the Company because of her/his giving testimony in good faith.

L. Grievance Mediation

Once a grievance has been forwarded to the System Board level in accordance with the provisions of this Agreement, the parties may mutually agree to engage in mediation prior to convening a three (3) member Board. Notwithstanding such an agreement, the parties will still meet to determine the neutral board member in accordance with sub-section D. above in order to avoid a delay and a final resolution, should mediation not be successful. If the parties mutually agree to engage in mediation, the time limits set forth in sub-section C. above determining the date by which a Board meeting must take place shall be deemed to begin upon the conclusion of the mediation process or the withdrawal of one or both parties from the process.

1. A one time training session for the mediation participants will be conducted by the National Mediation Board and will be held on a mutually agreeable date at a location selected by the National Mediation Board. Thereafter, mediation proceedings conducted pursuant to paragraph L. will be held in the city where the general offices of the Company are located, at a mutually agreeable site.
2. Mediators will be provided by the National Mediation Board pursuant to a process agreed upon by the parties. The parties may, however, mutually agree to use the services of a private Mediator rather than those of one provided for by the National Mediation Board. In such cases, the fees and expenses, including the cost of any conference facilities or materials, will be shared equally between the parties. Each party shall bear the expenses of its participants in the mediation process.
3. Mediation shall be scheduled for the second week of February, May, August, and November. In the event that there are no cases pending for mediation twenty-one (21) calendar days prior to the scheduled mediation session, the parties shall notify the scheduled Mediator that the session is being cancelled.
4. Cases will be scheduled for mediation conference in the quarter in which they are submitted or in the ensuing quarter. In the event the cases cannot be scheduled during the available dates or in the ensuing quarter, additional dates will be secured to accommodate the cases.
5. The issue mediated will be the same as the issue the parties have failed to resolve through the grievance process. The presentation of evidence is not limited to that presented at any previous step of the grievance procedure. The rules of evidence will not apply and no transcript of the Mediation Conference shall be made.
6. The grievant(s) and her/his Union Representative(s) will have the right to be present during the mediation proceedings. Other attendees will include those individuals needed to present the parties' position and reach agreement with authority to bind their respective party. Non-participating observers will not be admitted except by mutual agreement of the parties.

AFA-American Eagle Contract 2012

7. The Company and the Association shall each appoint a spokesperson who may be an attorney, for the Mediation Conference.
8. The mediation process is informal. The Mediator has the authority to meet both jointly and separately with the parties; however, the Mediator has no authority to compel resolution of the grievance.
9. The record of the mediation shall be closed and inadmissible in any subsequent proceeding unless a written settlement is reached. In which case the record shall be admissible solely to interpret, enforce, or apply the settlement, if necessary.
10. By mutual agreement, the parties may request the Mediator to give them an oral advisory opinion.
11. Written material presented to the Mediator or the other party shall be returned to the party presenting the material at the termination of the Mediation Conference.
12. In the event that a grievance that had been the subject of a Mediation Conference is subsequently heard before the System Board of Adjustment, the Mediator may not serve as the neutral Board Member of the System Board, nor may she/he be called as a witness by either party in the Board's proceedings. During the System Board proceedings on such grievance, no reference will be made to the fact that the grievance was the subject of a Mediation Conference; nor will there be any reference to statements made, documents provided, or actions taken by either the Mediator or participants during the course of a Mediation Conference, unless the party offering such statements, documents or actions would have had access or entitlement to them outside the Mediation Conference.
13. By agreeing to schedule a Mediation Conference, the parties are not waiving any procedural argument(s) that they have regarding the case. Both the Company and the Association reserve the right to raise jurisdictional or procedural issues notwithstanding their agreement to schedule such Conference.
14. All parties involved in the mediation conference, including the Mediator shall be barred from disseminating information surrounding the Conference and/or individual grievances to the public, the media or like sources for the duration of the mediation process. Nothing in this agreement, however, bars either side from disseminating general information regarding scheduling and outcome of a mediation during the mediation process.
15. The scheduling of hearings and meetings will be coordinated between the parties.

M. Document Exchange [old SL OO]

No later than fifteen (15) days prior to the day a case is scheduled for hearing by the System Board, the representatives designated by the parties will exchange all documents they intend to enter as exhibits in support of their respective positions and a written list of those witnesses who they deem necessary for the hearing. Representatives of either party will not be restricted from entering documents or summoning witnesses who become known subsequent to the fifteen (15) day exchange provided timely notice is given to the opposing party.

AFA-American Eagle Contract 2012

SECTION 23 **UNION SECURITY AND DUES CHECK-OFF**

A. Agency Shop

Each Flight Attendant covered by this Agreement who fails to voluntarily acquire or maintain membership in the Union, shall be required to, as a condition of continued employment, beginning thirty (30) days after the effective date of this Agreement or the completion of her/his probationary period, whichever is later, pay the Union each month a service charge as a contribution for the administration of this Agreement and the representation of such employee. The service charge shall be an amount equal to the Union's regular and usual monthly dues and periodic assessments, including LEC and MEC assessments, which would be required of the Flight Attendant if a member.

B. If a member becomes delinquent in the payment of her/his initiation fee or membership dues, such member shall be notified by registered mail, return receipt requested, copy to the Company, that she/he is delinquent in the payment of initiation fee or membership dues as specified herein and is subject to discharge as an employee of the Company. Such letter shall also notify the employee that she/he must remit the required payment within a period of thirty (30) days or be discharged.

C. If, upon expiration of the thirty (30) days the employee still remains delinquent, the Union shall certify in writing to the Company, copy to the Employee, that the employee has failed to remit payment within the grace period allowed and is therefore, to be discharged. The Company shall then take proper steps to discharge such employee from the service of the Company. Such discharge shall be deemed to be for cause.

D. Any determination under the terms of this Section shall be based solely upon the failure of the employee to pay or tender payment of initiation fee or membership dues, and not because of denial or termination of membership in the Union upon any other grounds.

E. The Company agrees to deduct from the pay of each employee who voluntarily executed the agreed-upon form in "Appendix A" on or after the effective date of this Agreement, and remit (electronically) to the Union the membership dues uniformly required by the Union.

F. When a "dues form" as specified herein is received by the payroll department on or before the first day of the month, deductions will commence with the second pay day of the month following and will continue thereafter. The Company will electronically remit to the Union payment of all dues collected as soon after the pay day as possible. These remittances will be subject to normal accounting practice with respect to adjustments necessary because of the methods involved in the deduction procedure. The Company remittance of Union dues to the Union will be accompanied by a list of names, employee numbers, and amounts deducted in that particular period. Such information shall be sent, in a mutually agreed electronic format, to the AFA Director of Membership along with an explanation of any codes used by the Company in the report.

G. No deductions of Union dues will be made from the wages of any employee who has been transferred to a job not covered by this Agreement, who is on furlough, or who is on leave without pay. Upon return to work within the classification covered by this agreement, whether by transfer, termination or leave without pay, or recall from furlough, deductions shall be automatically resumed. As a courtesy, when a Flight Attendant requests a Leave of Absence, the Company shall advise her/him of the obligation to continue paying dues for the first three (3) months of any such leave as well as her/his obligation to send such payments directly to the Union. The cooperation of the Company on this issue is in no way considered a liability of the Company to secure Union dues. The Union will not grieve an individual and sporadic case(s) in which the Company has inadvertently failed to provide such notice to a Flight Attendant.

H. An employee who has executed a "dues form" and who resigns or is otherwise terminated (other than furlough) from the company, shall be deemed to have automatically revoked her/his assignment, and if she/he is re-employed, further deductions of Union dues will be made only upon receipt of a new "dues form".

AFA-American Eagle Contract 2012

- I. Collections of any back dues owed at the time of starting deductions for any employee, and collections of dues missed because an employee's earnings were not sufficient to cover the payment of dues for a particular pay period, will be the responsibility of the Union, and will not be the subject of payroll deductions.
- J. Deductions of dues shall be made once a month provided there is a balance in the paycheck sufficient to cover the amount after all deductions authorized by the employee, or required by law, have been satisfied. In the event of termination of employment, the obligation of the Company to collect dues shall not extend beyond the pay period which included her/his last day of work. Newly hired Flight Attendants shall have the option of having the Union's initiation fees automatically deducted from their paycheck in ten (10) equal increments.
- K. The Union agrees that it shall indemnify the Company and save the Company harmless from any and all claims which may be made by the Flight Attendant or Flight Attendants against the Company by virtue of the wrongful application or misapplication of any of the terms of this Section.
- L. The Company will provide a means for payroll deductions for Flight Attendant political contributions. The Plan will be known as "FLIGHT-PAC" and will be administered by the Company with administrative cost being borne by the Association. Additionally, the Company will provide for payroll deductions under the same conditions for the AFA Pegasus Program that assists Flight Attendants in need.

The forms necessary for the administration of these Plans will be provided by the Association and distributed to the Flight Attendants by the Association. Payroll deductions will automatically cease if the Flight Attendant is terminated, furloughed, laid off or is not in active service with the Company.

AFA-American Eagle Contract 2012

SECTION 24 **CONDUCT OF UNION BUSINESS**

- A. The Union may post Union notices signed by authorized Union officials on Union bulletin boards provided by the Company at all Flight Attendant domiciles. No notice posted on such board shall contain derogatory or inflammatory material with respect to the Company or its employees. Should the Company object to the posting of the material because it is derogatory or inflammatory as stated above, it shall immediately notify the Union and the Union will remove the item.
- B. The Union will be responsible for printing copies of this Agreement (using a Union printer) for distribution to Flight Attendants, within sixty (60) days after signing. The Company and Union will share (50%-50%) the cost of printing and providing copies of this Agreement; however, the Company's obligation will not exceed the lowest bid of the outside printers from which it solicits bids.
- C. The Union will advise the Company in writing of the names of its designated representatives and such designation shall remain effective until revoked by written notice.
- D. Union Business Leave
1. The MEC President or her/his designee shall inform the Vice President of Flight Service or her/his designee of the Flight Attendant(s) who are required to be free from duty for the purpose of conducting Union business and the proposed dates. If the service of the Company permits, such Flight Attendant(s) shall be removed from the requested trip(s). The Company will not unreasonably deny such trip removals. Once approved a Union trip drop will not be revoked. The Flight Attendant may elect to trade trips or be rescheduled. If such activity is restricted, the Vice President of Flight Service or designee may override such restrictions.
- a. If a Flight Attendant's working trip sequence does not return to domicile in time for the Flight Attendant to commence her/his union leave due to a cancellation, delay, or other scheduling difficulty, it is understood that the portion of the drop which can be taken will not be involuntarily cancelled by the Company.
- b. The Union will not be charged for the portion of the approved Union Trip drop for which the Flight Attendant was not able to be available. The Flight Attendant will be compensated under the line guarantee provision in Section 4.C.1. or other applicable provision.
2. Flight Pay Loss and Trip Removal Procedures
- a. Flight Pay Loss: Individual Trips Dropped
- A Flight Attendant released from flying for Union Business leave shall be paid by the Company for any and all trips missed, unless she/he requests that the leave be without pay.
- b. Flight Pay Loss: Paper Bid
- When a Flight Attendant will be on Union Business leave for the entire bid period, she/he may "paper bid". The names of Flight Attendant(s) who will be paper bidding for the next bid period will be submitted to the Company no later than the fifth (5th) day of the current bid period. A Flight Attendant who paper bids will be deemed to hold the line to which her/his seniority entitles her/him for all purposes, including, but not limited to, vacation, sick leave, jury duty, etc. The Flight Attendant may designate certain trip(s) or portions of trips contained in the "paper bid" line as unpaid. Trips so designated will be treated as a dropped individual trip pursuant to D.3. of this section.

AFA-American Eagle Contract 2012

c. Flight Pay Loss: Straight Bill

The Union may submit a "Straight Bill" calculation for a specific hour amount of flight pay loss each month for an individual Flight Attendant.

- i. This "straight bill" calculation will be submitted by the Master Executive Council President to the Company no later than the fifth (5th) day of the current bid period for the following month.
- ii. The amount of hours in a straight bill calculation will not be dependent upon hours contained in any "trips missed" which may or may not have been dropped for union business.

d. Pay for Flight Pay Loss

- i. The Company will compensate the Flight Attendant while performing Union Business as if she/he had performed service as her/his normal duty period(s), as applicable unless she/he requests that the leave be without pay.
- ii. Within thirty (30) days following the bid period in which such pay loss is incurred, the Company will advise the Union as to the total amount of such reimbursement. The Company will submit an invoice to the MEC President or her/his designee detailing the following:
 - o The name(s) of the Flight Attendant(s)
 - o The date(s) of work scheduled for Union Business leave
 - o The number of scheduled hours missed
 - o Her/his applicable hourly rate
 - o The amount of loss calculated in dollars
- iii. The base amount of pay loss will be calculated by multiplying the scheduled hours missed by the applicable hourly rate of pay as prescribed in Section 4.A.1. of this Agreement.
- iv. In addition to the base pay calculated in paragraph D.3.d.iii. above, the Company may include an additional 24% override to cover the burden of taxes, workers' compensation benefits, etc.

3. Unpaid Union Drops

- a. A Flight Attendant may request that a trip(s) dropped for Union Business be without pay.
- b. A Flight Attendant who requests and is awarded an unpaid trip drop for Union Business will have the amount of dropped time deducted from her/his projected monthly bid line.
- c. An unpaid trip dropped for Union Business will result in time (and thus pay) being deducted from a Flight Attendant's pay in the same manner as time (and pay) deducted from a line holding Flight Attendant's monthly bid line.

4. Open Time/Fly-Back

A Union representative may pick up flying (from Open Time or from another Flight Attendant) on a scheduled day off or on a day where paid and/or unpaid union leave has been granted whether the union leave was through a trip drop, straight bill, or paper bid. The Flight Attendant picking up Open Time may code it as Open Time or Fly-Back for pay purposes. Time picked up from another Flight Attendant may only be coded as Fly-Back. Time designated as Fly-Back will be credited against flight pay loss amounts billed to the Union.

5. A Flight Attendant on Union Business leave will have all rights to apply vacation, sick leave, jury duty, FMLA, and any other benefits normally entitled to as an active Flight Attendant while on such leave.

AFA-American Eagle Contract 2012

6. Upon request by the MEC President, the Company will split a trip such that it will begin and/or end in a domicile other than that in which the representative is based. Upon request by the MEC President, the Company, at its discretion, may split a trip such that it does not begin and/or end in a domicile. Such approval will not be unreasonably withheld.
7. If a trip is dropped for the purposes of meeting with the Company and the Company subsequently cancels or reschedules the meeting, the Company shall absorb the cost of the flight pay loss, and AFA will not be billed, if the Company does not put the Flight Attendant back on the original sequence from which removed.
- E. Official Union bulletins may be distributed to the Flight Attendant's mail boxes if they have been approved for such distribution by a Regional Managing Director of Flight Service. Such approval will not be unreasonably withheld. The Company may reasonably withhold approval for any bulletin it deems to be derogatory, defamatory or inflammatory. Use of the mail boxes without the approval of the notice by a Regional Managing Director of Flight Services may result in a revocation of this benefit.
- F. The Company will provide the Union the names, bases and addresses of Flight Attendants who are eligible for Union membership upon their initial assignment to a domicile.
- G. The Union does not question the right of the Company to manage and supervise the work force and make reasonable inquiries of employees in the course of work. In meetings for the purpose of investigation of any matter which may result in discipline or dismissal, or when written statements are taken relating to such matters, or in meetings of sufficient importance for the Company to have witnesses, or more than one (1) Company representative present, the Flight Attendant, if she/he requests, may have a Union Representative present. The presence of a Union Representative at such meetings shall in no way interfere with the conduct of the meeting.
- H. The Company recognizes the following Union committees: Bid Line Construction; Safety, Health and Security; Hotel; Uniform; Grievance; Membership; EAP; Government Affairs, ASAP, PBS and Reserve.
- I. The Union may request positive-space passes for Company employees, traveling on Union Business, and if such positive space travel is consistent with Company policy the passes will be provided.
- J. A Union Representative will be permitted a minimum of two (2:00) hours to address each new hire class of Flight Attendants during the initial training. Nothing of a derogatory or inflammatory nature will be communicated by the Union Representative during the session. The Company may have a representative present during the Union's presentation for the purpose of observation.
- K. A Flight Attendant on a Union Business leave, as provided for in paragraph D. will retain and continue to accrue all forms of seniority and accruals (e.g. vacation, sick, FMLA, etc.) as though she/he had remained in the active service of the Company and had actually flown the time removed or credited.
- L. A Flight Attendant, upon written notification providing the length of such leave, will be granted a leave of absence to accept full time employment with the Union extended at the request of the Union. During such leave, a Flight Attendant will retain and continue to accrue all forms of seniority as though she/he remained in the active service of the Company and will retain all pass travel benefits as though an active Flight Attendant in accordance with applicable Company Pass Policy. A Flight Attendant returning from such leave will be subject to the same procedures and policies as a Flight Attendant returning from personal leave. A Flight Attendant returning from Union leave will be offered training in a timely manner.
- M. Flight Attendant Information
1. On a monthly basis, the MEC President and/or designee will be provided information concerning new hires; transfers; leaves of absence; furloughs; recalls; resignations and terminations.
 2. On a semi-annual basis, the Company will provide to the MEC President and/or designee an electronic updated copy of the System Seniority List that includes each Flight Attendant's name, address, phone number, seniority number, date of hire, employee number, status and domicile. This information will be

AFA-American Eagle Contract 2012

provided electronically and be in a format that can be sorted and searched electronically.

SECTION 25 **NO STRIKES OR LOCKOUTS**

It is the intent of the parties to this Agreement that the procedures set forth herein shall serve as a means of peaceful settlement of all disputes that may arise between them, and therefore:

- A. The Company shall neither cause nor permit a lockout during the life of this Agreement, and
- B. Neither the Union nor the employees covered hereunder shall engage in a strike, sit-down, walkout or stoppage, slowdown or curtailment of work for any reason during the life of this Agreement.

AFA-American Eagle Contract 2012

SECTION 26 SAFETY AND HEALTH

A. General

1. The Company shall provide a safe, healthy and secure work place.
2. The Company and the Union shall collaborate on quarterly safety newsletters which shall contain information about known safety, health and security issues that impact the Flight Attendant's workplace.
3. Flight Attendants shall not be required to search for bombs or other suspicious or potentially dangerous items on an aircraft, to remain on board during such a search, or to complete the restoration of cabin furnishings after such a search.
4. The Association shall be permitted to participate in evaluating and improving yearly Flight Attendant recurrent and other Flight Attendant training programs.
5. Service duties shall never take precedence over safety related duties.

B. Safety, Health & Security Committee

The Company agrees to meet with the AFA Air Safety, Health & Security Committee on a regular basis, but not less than quarterly, in a roundtable meeting.

1. The round table shall consist of not more than three (3) members designated by the Association and not more than three (3) members designated by the Company. Additional participants may attend such meetings when mutually agreed upon by the Company and the Association.
2. Recommendations of the AFA Safety Committee Members will be considered in relation to all matters affecting Flight Attendant safety.
3. Positive space travel shall be provided for those members requiring air transportation to each meeting consistent with Company policy.
4. The AFA MEC Safety Chair will meet with the Company and its appropriate subject matter representative(s) to discuss specific and specialized issues of mutual concern, such as cabin air quality/heating/air conditioning, smoke/fume events, and others as needed, upon request. This meeting would be separate and apart from the quarterly Safety Roundtable meeting as specified in B.1-3. above.

C. Hearing Protection

The Company will provide ear plugs to Flight Attendants which provide no less than 20 decibels noise reduction (NRR 20).

D. Sanitation Standards

1. a. All Flight Attendants shall be afforded an adequate amount of bottled water on their aircraft for their consumption while on the aircraft and during ground-times away from base. Furthermore, Flight Attendants shall be provided potable water at each base crew room. It is understood that a Flight

AFA-American Eagle Contract 2012

Attendant will be permitted to remove one opened, partially consumed bottle of water from the aircraft at the end of her/his flight.

- b. If a Flight Attendant is required to work on a aircraft which has an inoperative lavatory she/he shall be given no less than fifteen minutes (:15) on the ground free of other duties in order to utilize an airport lavatory after each such segment.
- c. The Company will provide hygienic and sanitary safety demo equipment.
- d. The Company shall ensure that all aircraft are provided with antiseptic hand-cleansing towels (pre-packaged hand wipes).
- e. The Company shall ensure that all aircraft lavatories are clean and sanitized no less than daily.
- f. If the Company is notified of the presence of vermin, rodents, and insects in the Company-controlled work areas, the Company will address the situation expeditiously.

E. Anti-Discrimination Provisions

If a Flight Attendant is given an order/instruction which is not the result of an on-board emergency procedure, she/he may decline such order/instruction without fear of discipline and/or discrimination if there is a reasonable belief that following such order/instruction may pose a risk of injury.

E. Safety Information

- 1. The MEC Safety Chairperson or AFA qualified designee shall be allowed to attend American Eagle FAA emergency evacuation demonstrations or partial demonstrations of airplanes that American Eagle plans to operate. The Company shall seek the approval of the FAA, the respective government authority, and/or the manufacturer, to permit the attendance of AFA designee(s) at all government required certification tests.
- 2. The Company shall notify the MEC Safety Chairperson and the MEC President of a decision to add a new aircraft type to its fleet, or to reconfigure or redesign the interior of aircraft already in its fleet. The Company shall meet and confer with the AFA Safety Committee members to discuss in-flight safety concerns and to allow the Association to review and comment on the proposed aircraft type or changes to the cabin interior (e.g. galley configuration, emergency safety equipment location, jumpseats, etc) of the current fleet.
- 3. The Company shall meet and confer with the MEC President prior to initiating a new class of service or before implementing a seat reconfiguration.
- 4. Material Safety Data Sheets for all chemicals, including cleaning solutions, to which Flight Attendants may be exposed while performing their duties, shall be kept current and readily available on the company website. The Company shall provide lists of all ingredients contained in these chemicals to the Association upon request.

G. Cabin Environment

The Company shall emphasize to all crew members, in writing, the importance of documenting smoke/fume events in their appropriate reporting systems.

AFA-American Eagle Contract 2012

H. Crew Member Physical Assault

1. The Company will continue to maintain zero tolerance for assaults and/or interference involving crew members.
 - a. In the case of a physical assault by one or more passengers, the Company shall arrange to have law enforcement officials waiting to take the passenger(s) into custody immediately upon landing/return to gate.
 - b. If the aircraft is still on the ground and a Flight Attendant believes that a passenger poses a threat to the aircraft, crew or other passengers, she/he may request to have the passenger removed from such flight.
 - c. The Company will provide a Flight Attendant with its available resources, including positive space travel and full pay and credit for any trip(s) and/or reserve day(s) the Flight Attendant misses to aid in the prosecution of any unruly passenger.
 - d. The Company shall strongly consider denying boarding on another American Eagle flight to any passenger identified as interfering with and/or assaulting any Flight Attendant. However, if the passenger is allowed to board another American Eagle flight(s), the Flight Attendant(s) working that flight(s) shall be briefed on the situation prior to boarding.
 - e. The Company shall provide training to all Flight Attendants at least once per year in ways in which to deal with problem passengers and/or security issues.

I. Hostilities

1. The Company will notify the MEC President immediately upon receipt of information regarding hostilities and/or political disruptions which may present a danger to the safety of Flight Attendants at stations into which they are required to fly. At the request of the MEC President, the Company will meet and review the impact of such hostilities and/or disruptions on Flight Attendants.
2. Flight Attendants, who, while acting within the scope of their employment are hijacked, interred, captured, held as prisoner, hostage or missing, will continue to accrue seniority and longevity credit and will continue to be paid their monthly guarantee. All insurance and pass benefits will remain in effect for eligible dependents. Upon return from the incident, a Flight Attendant will be reinstated at the domicile held prior to the incident.

J. Access to Secure Areas

The Company will ensure, escort access to secure areas, such as Customs and Immigration, at the request of the ASHS Committee member to investigate specific health, safety, and security issues of concern to American Eagle Flight Attendants.

K. Luggage

Flight Attendants will assist passengers with soft and light-weight items during boarding. Flight Attendants should exercise discretion if they find items that are too heavy or bulky and tactfully assist passengers by showing them where they can store the items and request that they obtain those same items after gate arrival.

AFA-American Eagle Contract 2012

L. Cleaning and Grooming of Aircraft

1. The Company shall arrange for cleaning of its aircraft at all stations.
 - a. A Flight Attendant is not responsible to groom an aircraft in a hub city and can only be required to assist grooming in out stations where ground time is less than thirty (:30) minutes. Grooming shall mean straightening seatbelts and collection of magazines and newspapers if time permits. Flight Attendants shall not be required to reach into seat-back pockets.
 - b. A Flight Attendant shall collect items from passengers required by the FAA to be properly stowed for taxi, takeoff and landing (e.g., cups, glasses, napkins, stir sticks, etc.).
 - c. A Flight Attendant will not be individually liable for an FAR violation which may be levied due to an unclean aircraft as a result of ground personnel not completing cleaning duties and shall not be subject to discipline due to that situation.
 - d. Flight Attendants will not be required to clean the aircraft.

M. Fatigue Review Board

1. The Company recognizes that a Flight Attendant may reach a point when, as a result of work-related duties, she/he feels that her/his physical state is such that her/his required duties could not be performed safely during flight. In such circumstances, the Flight Attendant will notify the captain of the flight (if applicable) and crew scheduling. Upon receipt of a Flight Attendant's fatigue notification the Company shall immediately remove the Flight Attendant from duty and code the absence with "UA".
2. If a Flight Attendant calls in fatigued at an outstation, the Company will have the Flight Attendant return to or stay at the hotel and she/he will receive the required minimum amount of rest. The cost of the hotel will be absorbed by the Company. However, the Company may authorize travel back to the Flight Attendant's domicile or home if the Flight Attendant requests it.
3. All reports of fatigue will be submitted to the Company for review, within fifteen (15) days after the Flight Attendant's return to work.
 - a. If the Company upholds the absence as fatigue, the occurrence will be coded as NF and the attendance occurrence will be removed from the Flight Attendant's employment record.
 - b. If the Company determines the absence is not attributable to fatigue, the occurrence will be coded as MA and the report shall be forwarded to the Fatigue Review Board (FRB) for further evaluation.
 - c. On a quarterly basis, if there are fatigue reports to review, the FRB, consisting of a Union and a Company representative, will meet to evaluate the reports of fatigue that have been denied by the Company. The FRB will consider the individual circumstances of each fatigue call. The FRB will be authorized to direct either of the following:
 - i. That the incident did not meet fatigue criteria and the UA is converted to a MA.
 - ii. If the FRB deadlocks, or fails to render a decision, the Company's decision will be final but may be challenged through the grievance procedure.
 - iii. The FRB may also recommend action to alleviate conditions such as schedules and/or hotel accommodations which caused or contributed to the fatiguing circumstances. All decisions

AFA-American Eagle Contract 2012

reached by the FRB will be in writing and signed by both members. All decisions of the FRB shall be final and binding on the Union, the Company, and the Flight Attendant.

N. Record Keeping Requirements

Upon request, the Company shall provide the MEC Safety Chairperson with the Online Reports.

O. Indemnification For Use of Company Equipment

Flight Attendants who have been trained in and who use, in good faith and in the course and scope of their employment, the Automatic External Defibrillators (AED) or other emergency medical procedures, will be indemnified by the Company for any passenger claim arising out of the use of the defibrillator or other emergency medical procedure. If a passenger files a claim or a lawsuit against an individual employee for use of the defibrillator or other emergency procedure, while that employee is acting in good faith and within the course and scope of employment, the Company Corporate Insurance and Risk Management Department will retain counsel to defend the employee and will hold her/him harmless from all costs or damages asserted.

P. Accident/Serious Incident/Hijacking

1. The Company will maintain the current level of access to CERS (Corporate Event Reporting System - or successor reporting system) for all LEC Presidents, MEC President and both EAP and Safety Chairpersons.
2. In the event of any accident, if the Company is granted access to the crash site, the Company shall endeavor to include the MEC Safety Chairperson or AFA qualified designee(s) among those granted access to the site.
3. The Company shall facilitate and expedite the arrival of the Association representatives to the crash site.
4. The Company shall permit the AFA designee(s) release from duty, after an aircraft accident involving an aircraft utilizing one or more Flight Attendants, to participate in the investigation and continue to allow such release from duty until the completion of the investigation.

R. Communicable Diseases

1. The Company shall bear the cost of any immunizations required by the country of destination served by the Company.
2. The Company will provide non-allergenic "exam type" gloves on all aircraft for Flight Attendant use.

AFA-American Eagle Contract 2012

SECTION 27 GENERAL

A. Non-Discrimination

1. The Company is an equal opportunity employer. The Company and the Association agree to make it a matter of record in this Agreement that in accordance with this established policy of the Company and the Association, the provisions of this Agreement shall apply equally to all Flight Attendants hereunder regardless of age, sex, color, race, religion, national origin, sexual orientation or disability in accordance with applicable laws. Furthermore, the Company will not tolerate sexual harassment and will take a proactive position in deterring such harassment.
2. Union Participation. A Flight Attendant will not be unlawfully interfered with, restrained, coerced, or discriminated against by the Company because of membership in, or lawful activity on behalf of, the Association.

B. Discipline

1. Notices of Discipline

All notices of disciplinary action or discharge shall be in writing. The Flight Attendant will be notified of the precise charges levied against her/him.

2. Complaint Letter

The Company will not place any negative report or derogatory material in the Flight Attendant's personnel file without providing the Flight Attendant an opportunity to inspect and review the material or report. The Flight Attendant will be allowed to place in the personnel file a statement of the incident. The Flight Attendant will not be the subject of disciplinary action based solely on a letter of complaint without corroboration.

a. Corroboration of a complaint letter means that there is at least one additional, credible verbal or written report, statement, or other documentation of the incident in question, or of similar behavior by the Flight Attendant. Corroboration shall also be required if the initial report of inappropriate conduct by a Flight Attendant has been made by a company employee (i.e., gate agent, manager).

b. Redacted complaint letters may be viewed by the Flight Attendant during an investigation. Once the investigation is complete, and when, and if the letters become a part of the Flight Attendant's personnel file, redacted copies will be provided upon request from the Flight Attendant. If the investigation reveals no corrective action will result and no documentation occurs on the Flight Attendant's CR-1, the letter will not be placed in the Flight Attendant's personnel file.

3. Personnel File

A Flight Attendant will be permitted to inspect and copy, at Flight Attendant cost, her/his personnel file in the presence of management at a mutually convenient time during regular business hours. All letters of discipline, including advisory letters, will be removed from a Flight Attendant's personnel file after a period of two (2) years from the date of issuance.

C. Deliverance of Material

Notices required in this Section and this Agreement will be hand-delivered or will be sent, via a method which provides confirmation of receipt.

AFA-American Eagle Contract 2012

- D. All orders to Flight Attendants involving a change in domicile assignment, promotions, demotions, furloughs, vacations and leaves of absence will be stated in writing.
- E. A Flight Attendant grounded due to a medical condition will, at her/his request, be considered for employment with the Company in another capacity subject to available vacancies and qualifications of the Flight Attendant.
- F.
1. On any leg where safety and food service requirements are fulfilled, a Flight Attendant may eat a meal/snack in the galley area(s) of the aircraft, as long as the cabin zone is monitored and passengers' needs and requests are fulfilled.
 2. If there is insufficient time for a Flight Attendant to eat a meal/snack in flight, such meal/snack may be consumed on the ground provided all other Flight Attendant responsibilities have been accomplished. Flight Attendants who are eating on the ground will not interfere with other employees who are in the course of performing duties.
 3. The Company recognizes the need to allow Flight Attendants to eat during the duty day. A Flight Attendant may inform Crew Scheduling that she/he needs an opportunity to eat and Crew Scheduling will ensure that she/he receives a break, if reasonable.

G. Savings Clause

If any term or provision of this Agreement is rendered or declared invalid, inoperative or unlawful by reason of existing or subsequently enacted legislation or regulation of a federal, state, or local government, government agency or by a decree of a court of competent jurisdiction, such invalid, inoperative, or unlawful term or provision will not invalidate the remaining portions of this Agreement, and they will remain in full force and effect. In such an event, the Association may, upon written notice to the Company, request to meet and confer to discuss the necessity of modifications pertaining to those terms or provisions rendered or declared invalid, inoperative, or unlawful and such discussions shall commence within fifteen (15) days of receipt of such a request. If no resolution is reached the parties agree to submit the issue(s) to binding arbitration.

H. Flight Attendant Crew Lounge

1. The Company will provide a clean, comfortable, secure, and otherwise suitable facility for the use of the Flight Attendants covered by this Agreement which is of adequate size to accommodate, at the very least, three (3) full-sized crews, or fifteen (15) crew members, whichever number is greater, at every primary domicile. In established secondary co-domiciles, the Company will designate, at a minimum, an area for Flight Attendants to have access to computers, printers and phones necessary to the performance of their duties. Such area will also be equipped with adequate seating and facilities.
2. The Company will address crew room facilities complaints and accomplish a resolution within sixty (60) days of notification. During such period, the local AFA LEC President will be kept apprised of the progress of the completion of the project.

I. Return of Company Property

Upon separation of employment, the Flight Attendant is responsible for coordinating the return of all Company property (e.g. manuals, badges, keys, etc.) with her/his Flight Service Manager.

J. Passports

1. The Company will reimburse the Flight Attendants for the cost of renewing passports, within the six (6) month period prior to the expiration of such passport, including the cost of passport photos. Flight Attendants, who require an expedited passport in order to perform current scheduled flights which require a passport, will also be reimbursed for related charges. If a passport office is not available in the domicile, the Company will provide a positive space pass and reimburse for travel to and from the passport office.

AFA-American Eagle Contract 2012

2. Visas – The Company will reimburse the Flight Attendants for any government imposed costs (including taxes, visas, etc.) when incurred in the performance of her/his duties to destinations served by the Company.

K. The Company shall provide a toll-free phone number for Flight Attendants to contact her/his Flight Service Manager's office.

L. Delays

Flight Attendants will not be charged for delays if they are performing duties as outlined in the IPM, safety checks or in cases where they are reporting missing required emergency equipment. Flight Attendants who receive notification requesting delay information will follow up with In-Flight in a timely manner to provide the reason for such delay.

M. The Association will be provided, on a monthly basis, the names of Flight Attendants on furlough, leaves of absence, and Flight Attendants on temporary or special assignments for a full month, including the date the Flight Attendant went off the line and her/his return date.

AFA-American Eagle Contract 2012

SECTION 28 **PHYSICAL EXAMINATIONS**

A. Requirement for Physical/Mental Health Examinations

1. A Flight Attendant, on active status or on inactive status returning to active status, will not be required to submit to a physical/mental health examination without the Flight Attendant's consent unless the Company has a reasonable basis to believe that such Flight Attendant's health or physical condition is impaired enough to question her/his ability to perform her/his job as a Flight Attendant, in which case the Flight Attendant will, upon written request, be furnished a copy of the medical examiner's report.
2. The Company shall bear the costs for all expenses, including travel expenses, and for all exams and tests, incurred under the provisions of A. of this Section, unless otherwise provided for in this section.
3. Initial Evaluation – A Flight Attendant who is requested by the Company to undergo a physical or mental health examination shall have the right to see a medical examiner at any hub or base of AMR which has a medical examiner available. The Flight Attendant will be notified of those hubs and/or bases which have such medical examiner available at the time she/he is requested to see an examiner.
4. Specialist Evaluation – When it is necessary for a Flight Attendant to receive an evaluation from a specialist, the Company will, whenever possible, find the necessary specialist in the local area of the Flight Attendant's residence or as close to it as possible.
5. If a Flight Attendant is removed from service in accordance with this provision, and, as a result of an initial Evaluation and/or Specialist Evaluation, it is determined that there was no physical or mental health condition justifying the removal from service, she/he shall be pay protected for any flying lost until such time as returned to active duty. Such removal shall not be considered a recordable occurrence.
6. If a Flight Attendant is removed from service in accordance with this provision, and, as a result of an initial Evaluation and/or Specialist Evaluation, it is determined that there is reasonable cause to remove the Flight Attendant from service, she/he shall be pay protected for any flying lost until she/he receives the results of the initial evaluation and/or specialist evaluation. Such removal shall not be considered a recordable occurrence. The Flight Attendant shall be placed on a medical leave.
7. In order to be eligible for the above pay protection, the Flight Attendant shall not take any action(s) to unreasonably delay the above process. However, delays due to the unavailability of physicians/specialists, the canceling of appointments by physicians, and weather emergencies and other circumstances beyond the control of the Flight Attendant shall not be considered delays attributable to the Flight Attendant.

B. Failure to Pass Company Exam

A Flight Attendant who fails to pass a Company physical/mental health examination may at her/his option, have a review of her/his case in the following manner:

1. The Flight Attendant may employ a qualified medical examiner of her/his own choosing and at her/his own expense, for the purpose of conducting a physical examination for the same purpose as the physical examination made by the medical examiner on behalf of the Company.
2. The Flight Attendant shall furnish a copy of the findings of her/his medical examiner to the Company within fifteen (15) business days following the Flight Attendant's receipt of the report of the Company's medical examiner. However, if extenuating circumstances not under the Flight Attendant's control, require additional time, fifteen (15) additional business days shall be granted upon request in writing by the Flight Attendant and/or physician. In the event that such findings verify the findings of the medical examiner employed by the

AFA-American Eagle Contract 2012

Company, or if she/he fails to furnish such report to the Company within said time, no further review of the case shall be afforded.

3. In the event that the findings of the medical examiner chosen by the Flight Attendant are timely filed with the Company and they disagree with the findings of the medical examiner employed by the Company, the Company will ask that the two medical examiners agree upon the appointment as promptly as possible, but no later than ten (10) business days, of a third qualified and disinterested medical examiner, preferably a specialist, for the purpose of rendering a final binding opinion. Nothing herein shall preclude the Company from determining after the second exam that the Flight Attendant is fit for duty. In such instance, the provisions of C. below shall apply.
4. The said disinterested medical examiner shall then promptly make a further examination of the Flight Attendant in question and the case shall be settled on the basis of her/his findings. The disinterested medical examiner will be given a copy of the findings of the Company's medical examiner and of the Flight Attendant's medical examiner prior to making her/his examination. If the Flight Attendant is found to be fit for duty by the third independent medical examiner, she/he shall be returned to pay status within ten days of the determination being provided in writing and received by the Company's designated medical service provider.
5. The expense of employing the disinterested medical examiner shall be borne one-half (½) by the Flight Attendant and one-half (½) by the Company. Copies of such medical examiner's reports shall be furnished to the Company and to the Flight Attendant.

C.

1. When the Flight Attendant is removed from flying status by the Company as a result of her/his failure to pass the Company physical/mental health examination and such decision is subsequently reversed allowing the Flight Attendant to return to flying by the third disinterested medical examiner pursuant to B.4. above, she/he shall be made whole which shall include 1) being paid for any and all trips missed or 2) minimum monthly guarantee or portion thereof as applicable or 3) the minimum daily guarantee for any reserve days missed; and she/he shall be reimbursed for all expenses (not covered by insurance) incurred under the provisions of B of this Section.
2. In order to be eligible for the above pay protection, the Flight Attendant shall not take action(s) to unreasonably delay the above process. However, delays due to the unavailability of physicians/specialists, the canceling of appointments by physicians, and weather emergencies and other circumstances beyond the control of the Flight Attendant shall not be considered delays attributable to the Flight Attendant.

D. Medical Files

1. A Flight Attendant upon execution of a release may request that a copy of her/his medical records maintained directly by the Company's designated medical service provider be sent to her/his personal physician. Requests for a Medical Release should be sent to the employee's Area Medical Location and to the attention of the Area Medical Director. A medical release form may be obtained from the Medical Department. Reasonable charges for copying shall be borne by the Flight Attendant.
2. A Flight Attendant may review her/his complete file maintained by the Company's designated medical service provider by appointment during mutually convenient times. A nurse employed by the Company's designated medical service provider will be present during the review.
3. Except as restricted by applicable law, per paragraph D.1. above, copies of specific reports and related diagnoses, narratives, notes, writings, etc. (if applicable) pertaining to the Flight Attendant and maintained by the Company's designated medical service provider will be provided to the Flight Attendant upon written request and execution of a medical release form. Reasonable charges for copying shall be borne by the Flight Attendant.

AFA-American Eagle Contract 2012

4. Copies of specific reports and related diagnoses, narratives, notes, writings, etc. (if applicable) prepared by a health care provider contracted by the AMR Corporation, American Eagle Airlines, its agents, successors, assigns or alter-egos, relied on by American Eagle Airlines and/or the Company's designated medical service provider to apply temporary or permanent work restrictions will be provided to the Flight Attendant upon request of the Flight Attendant directly to the health care provider. It is understood that the Flight Attendant will comply with any processes or requirements established by the specific health care provider to obtain medical records.
5. The form to request copies of the medical file will be on the Company's website.

AFA-American Eagle Contract 2012

SECTION 29 CO-DOMICILES

- A. The Company shall have the right to establish co-domiciles that may serve two (2) or more airports within the same metropolitan area.
- B. The Company will provide pre-paid parking for each co-domicile Flight Attendant at each co-domicile to which she/he may be called to report in accordance with Section 5 - Expenses.
- C. The Company agrees to provide notification to the Association at least sixty (60) days prior to the establishment of any new co-domicile(s) and furthermore agrees to meet and confer with the Association at such time to discuss the co-domicile operation.
- D. Co-Domiciles currently established by this Agreement are depicted on the following chart:

MIA/FLL	JFK/LGA	ORD/MDW
TPA/PIE	LAX/LGB/BUR/ONT/SNA	DFW/DAL
BOS/PVD	SFO/OAK/SJC	DCA/IAD/BWI

- E. Each co-domicile will have one airport designated as the Primary base and the other airport(s) will be considered the Secondary base(s). Any change in the Primary and/or Secondary designation will be mutually agreed to by the Company and the Union.
- F. The Company shall make every effort to schedule a Flight Attendant to begin and end a trip at the same airport.
- G. In the event a trip sequence begins at one airport in a co-domicile and ends at another airport in that co-domicile, the Company shall provide ground transportation back to the originating airport.
1. In the event that the Company provided transportation above is not available, alternative transportation may be elected by the Flight Attendant(s) in accordance with Section 5, paragraph D of this Agreement.
 2. At the request of a Flight Attendant who is a bidline holder, the transportation will be provided at the beginning of the trip sequence, provided that such request is made at least twenty-four (24) hours prior to scheduled check-in and does not create a conflict with the duty/rest provisions of this Agreement.
- H. Time spent in transit between co-domiciles as scheduled on the trip assigned to the Flight Attendant shall be considered duty time for purposes of Section 4, Section 5 and Section 7 of the Agreement. The scheduled times for such transit shall be no less than those set forth in the chart below and shall be considered as deadhead time and paid in accordance with Section 4 (Compensation).

AFA-American Eagle Contract 2012

Co-Domicile Pairing	Time	Co-Domicile Pairing	Time
LGA-JFK	1:00	SNA-LGB	1:00
MDW-ORD	2:00	DFW-DAL	1:00
LAX-SNA	2:00	IAD-BWI	1:48
LAX-LGB	1:00	DCA-IAD	1:06
LAX-BUR	1:12	DCA-BWI	1:06
LAX-ONT	1:30	SFO-SJC	1:00
BUR-LGB	1:30	SJC-OAK	2:00
BUR-SNA	2:12	SFO-OAK	1:00
ONT-LGB	2:00	TPA-PIE	1:00
ONT-BUR	2:00	MIA-FLL	1:48
ONT-SNA	1:12	BOS-PVD	1:30
EWR-LGA	1:20	EWR-JFK	2:00

- I. Minimum Call - The minimum call out for Flight Attendants assigned to report to a secondary co-domicile base shall be one (1) hour more than the standard call-out to the primary base.
 - a. The primary co-domicile base for the New York Domicile will be John F. Kennedy International Airport (JFK). Minimum call-out for trip sequences or other work assignment commencing at JFK will be three hours (3:00).
 - b. The secondary co-domicile base for the New York domicile will be LaGuardia Airport (LGA). Minimum call-out for trip sequences or other work assignment commencing at LGA will be two hours (2:00).

AFA-American Eagle Contract 2012

SECTION 30 **INTERNATIONAL FLYING**

- A. International flying is all flying to or from an international city, excluding cities in Mexico, Canada, the Bahamas and the United States Virgin Islands.
- B. International Overnight. Flight Attendants on an overnight in an international destination will receive, in addition to all other compensation, five dollars (\$5.00).
- C. The length of the RAPs applicable to domestic Reserve Flight Attendants will apply to all Reserve Flight Attendants, regardless of domicile or type of flying. RAPs will not apply to Flight Attendants based in a domicile where the Company is required by government regulations to have Flight Attendants operate under "flag" rules.
- D. The rest provisions set forth in Section 7.E. of this Agreement will apply to all Flight Attendants, regardless of domicile or type of flying.
- E. The Company will reimburse a Flight Attendant on a trip for required calls to Crew Scheduling from a destination that does not have cellular phone service or toll-free capability. If the international destination, including cities in Mexico, Canada, the Bahamas and the United States Virgin Islands, has cellular-phone service, the Flight Attendant will be reimbursed for required phone calls to Crew Scheduling, if she/he incurs long-distance/international charges on her/his cellular phone.
- F. Charter Flying Operations to Cuba
1. In accordance with airport and security procedures, a Flight Attendant in Cuba will be authorized to deplane the aircraft. This authorization, in no way relieves the Flight Attendant of any obligation or responsibility to perform her/his normal job duties.
 2. The Company may designate a different Ground Security Coordinator (GSC), for each departing flight, or may designate one GSC for a number of departing flights.
 3. In the event of an unscheduled overnight, Flight Attendants will be provided with nourishing meals and accommodations, in accordance with established standards and practices, at no cost to the Flight Attendant. Such Flight Attendant shall be authorized to make one (1) telephone call (up to ten minutes in length) to the United States, free of charge for every twenty-four (24) hour period.
 4. Flight Attendants will be authorized to remove bottled water and food items from the aircraft for their own consumption when deplaning in Cuba.
 5. These provisions are not to be interpreted to mean that Flight Attendants engaged in Cuban flying will be required to speak Spanish or any language other than English unless implemented by another Agreement. In addition, no Flight Attendant will be required to perform any Ground Security Coordinator duty or perform any other ground security functions.
- G. Should the Company initiate scheduled charter service to new international destinations or provide sub-service for a charter company to international destinations the Company will meet and confer with the Union well in advance of the implementation of the anticipated service/destination to discuss applicable scheduling, cleaning, security and other concerns that may arise. The service to the international destination may not conflict with the provisions of this Agreement, including Side Letters of Agreement, without the mutual consent of the Union.

AFA-American Eagle Contract 2012

SECTION 31 **REPORT TO WORK AND COMMUTER POLICY**

A. Each Flight Attendant shall be allowed a combined total of five (5) Late Reports and/or Commuter Policy incidents in any rolling twelve (12) month period.

B. GOOD FAITH COMMUTING POLICY (CP)

1. ELIGIBILITY, NOTIFICATION AND FAILED ATTEMPTS

Commuting and non-commuting Flight Attendants returning from vacation, will also be eligible for this provision. The following conditions must be met:

- a. the Flight Attendant notifies crew scheduling four (4) hours prior to her/his sign-in time or after the first failed attempt at commuting, whichever occurs later; and,
- b. the Flight Attendant notifies crew scheduling after a second failed attempt at commuting; and,
- c. the Flight Attendant has made two commuting attempts via scheduled air service, the latter of which would place her/him in her/his domicile no later than her/his original sequence scheduled sign-in time; or,
- d. the Flight Attendant makes one of the two commuting attempts above but due to delay en-route, is unable to notify Crew Scheduling.
- e. The Flight Attendant will continue to satisfy the conditions above on each day of the assignment until she/he successfully commutes to the assignment or other arrangement with Crew Scheduling is reached. If a Flight Attendant satisfies the conditions above on each day of an assignment, she/he will be assessed only one CP for a single or multi-day assignment.

NOTE: the Regional Managing Director (RMD) may waive any of the above requirements if in her/his opinion the Flight Attendant has demonstrated a good faith attempt to get to work. These provisions may be utilized by a Flight Attendant commuting for purposes of a Reserve Availability Period (RAP) or Reserve Duty Period, but do not apply to a Flight Attendant whose first attempt to commute to a flight assignment issued during her/his RAP or Reserve Duty Period takes place after the commencement of that RAP or Reserve Duty Period.

2. It is understood that a Flight Attendant need not utilize the Commuter Policy removal procedure on a day declared by American Eagle Airlines to be a "Transportation Emergency" (TE) Day.

C. RETURN TO DUTY

In the event that the Flight Attendant is unable to report for her/his originally scheduled sequence or RAP or Reserve Duty Period, all flying missed due to an unsuccessful commuting attempt shall be subject to the pay deduction specified in Section 4 (Compensation) of this Agreement.

AFA-American Eagle Contract 2012

1. Crew Scheduling will place the Flight Attendant back on the next leg of her/his originally assigned sequence when it transits her/his domicile if the Flight Attendant is in domicile at that time.
2. The Flight Attendant may be assigned to new flying (on the day she/he missed the report) from her/his domicile's available open time in order to fill the period of time between her/his arrival in domicile and the first possible opportunity at which the Crew Scheduler is able to rejoin the Flight Attendant to the first transit back to the domicile of the Flight Attendant's original sequence. Any assigned open time will be paid at straight time rates with no premium and will be credited toward the flight time lost to offset the Flight Attendant's pay deduction incurred as provided for in Section 4 (Compensation) of this Agreement. Such assignments shall be made in accordance with Section 8 (Scheduling) of this Agreement.
3. If a Flight Attendant is unable to report for a bridge trip, she/he will coordinate with Crew Scheduling to reach a mutually agreed-upon alternative using the following options:
 - a. Deadhead the Flight Attendant to rejoin her/his original trip; or,
 - b. Assign the Flight Attendant to another trip (similar in overnights, within footprint); or,
 - c. Remove the trip in its entirety and the Flight Attendant may use Open Time to rebuild her/his schedule.
4. If mutual agreement is not reached, the Crew Scheduler may assign one of the above options. Any assignment of new flying will be made in accordance with Section 8 (Scheduling). Any assigned/picked up Open Time will be paid at straight time rates with no premium and will be paid and credited toward the flight time lost to offset the Flight Attendant's pay deduction incurred as provided for in Section 4 (Compensation) of this Agreement.
5. A reserve Flight Attendant who will miss an assigned trip sequence or an Airport Reserve assignment, due to commuting difficulties shall be assigned in accordance with Section 9 (Reserve) of this Agreement.
6. A reserve Flight Attendant who will not be in domicile for the start of her/his RAP may have her/his RAP adjusted.
7. Nothing in this agreement shall prevent the affected Flight Attendant and Crew Scheduling from reaching an alternative, mutually agreed upon assignment, including flying out of another domicile.

D. MISSED ASSIGNMENT AND REMOVAL

1. In the event a Flight Attendant missed an assignment due to commuting difficulties, a Missed Assignment (MA) will be placed in the Flight Attendant's HI10 (or its equivalent). The MA code will be changed to a Commuting Policy (CP) code by the Flight Service Manager when any of the following proof of compliance is provided:
 - a. Two (2) jumpseat forms or two (2) boarding passes from an air carrier other than American Eagle or American Airlines indicating the date, time and the location of the failed attempts or alternate form of proof; or,
 - b. A passenger name record (PNR) printout for an ID90/ZED or ID90/ZED return receipt indicating the date, time and location of the failed attempts; or,
 - c. Two (2) printouts of a G*L[FLT#]/[DATE][DPT CTY]/PALL RES entry, or equivalent, showing the Flight Attendant's passenger listing on any American Eagle or American Airlines flights; or,
 - d. A PNR printout if flight cancels more than four (4) hours prior to its scheduled departure.
 - e. Any combination totaling two (2) of the individual items listed in (a), (b) and (c) above. For example, one jumpseat form plus one printout of a G*L[FLT#]/[DATE][DPT CTY]/PALL or equivalent would constitute compliance.

AFA-American Eagle Contract 2012

f. It is understood that the Flight Attendant does not have to be at the airport at the time her/his commuting flight cancels.

g. The Flight Attendant will have thirty (30) days to submit the appropriate documentation to substantiate the attempts to commute to work to her/his Flight Service Manager.

2. If a Flight Attendant is unable to report for her/his adjusted scheduled flying, the Missed Assignment (MA) code shall remain. If the Flight Attendant is unable to report for her/his adjusted flying due to commuting difficulties and is able to substantiate a good faith effort to commute, she/he shall not receive an additional missed assignment.

E. LATE REPORT (LR)

A Flight Attendant may request that a "Late Report" be removed from her/his work history. To utilize the "Late Report" removal procedure, the following criteria MUST be met.

1. The Flight Attendant, who through the use of ordinary care, but due to an extraordinary circumstance, anticipates that she/he will report late for an assignment, will call crew scheduling prior to the sign-in time for the assignment.
 - a. If the Flight Attendant is unable to make contact with crew scheduling, she/he should call their Inflight supervisor prior to scheduled sign-in time for the sequence.
 - b. If the Flight Attendant is unable to make contact with her/his in-flight supervisor, she/he should call AVARS and do the following:
 - i. Follow all prompts until the voice response requests the Flight Attendant to enter the first four characters of her/his "DECS"(or its equivalent) password and employee number.
 - ii. Enter "DECS" password and employee number.
 - iii. At that point, AVARS will create a permanent record that the call was placed. This record can be used to document the Flight Attendant actually attempted to call crew scheduling.
2. It is understood that if calling while driving an automobile, the Flight Attendant will place such call from a safe and secure location out of the lane of traffic, while the vehicle is fully stopped.
3. The Flight Attendant must actually reach the airport and work the trip for which she/he was originally assigned without causing a delay directly attributable to that Flight Attendant, or another trip should the Flight Attendant be assigned alternate flying by Crew Scheduling in accordance with Section 8 (Scheduling) of this Agreement.
4. Following the report after sign-in time, the following procedures must be followed:
 - a. If a Flight Attendant signs in for her/his trip after the scheduled sign-in time, she/he understands that a "Late Report" is automatically registered. However, a crew scheduler or supervisor may direct a Flight Attendant to forgo sign-in in order to expedite her/his arrival to the departure gate.
 - b. Should she/he wish to have the "Late Report" removed, at the point which the Flight Service Manager discussed the Late Report with the Flight Attendant, a request must be made to have the Late Report removed.
5. It is understood that a Flight Attendant need not utilize the Late Report removal procedure on a day declared by American Eagle Airlines to be a "Transportation Emergency" ("TE") Day.

AFA-American Eagle Contract 2012

- F. The Commuting Policy (CP) coded entry will not be used in any corrective action or evaluation of any corrective action under the Attendance Control Policy (ACP). The Commuting Policy (CP) coded entry will be removed by the Company from the Flight Attendant's HI10 (or its equivalent) upon request of the Flight Attendant at the time of resignation or transfer to American Airlines.

AFA-American Eagle Contract 2012

SECTION 32 EMPLOYEE ASSISTANCE PROGRAMS (EAP)

A. Recognition

1. The Company and the Union agree to work jointly in coordinating the services of their respective Employee Assistance Programs (EAP).
2. Upon request, the Company will meet quarterly with the AFA MEC EAP Chair(s) to discuss cooperative activities and efforts.

B. EAP Notices to Flight Attendants

1. AFA EAP contact information will be provided and/or included by the Company on its Flight Service website.
2. The AFA MEC EAP Chairperson shall coordinate with the Company's Director of Training to reach agreement on the method to disseminate information on AFA EAP services/resources during new hire and recurrent trainings for Flight Attendants and during the Company's In-Flight training programs for supervisors and alternates.
3. The Company will permit AFA EAP notices to be placed in Flight Attendant mailboxes and on designated AFA bulletin boards. Such notices shall be in accordance with Section 24.A. (Conduct of Union Business) of this Agreement.

C. EAP Referrals

1. Whenever the Company refers a Flight Attendant to the Company EAP, either verbally or in writing, AFA EAP contact information will also be provided in the same manner as the Company EAP referral and at the same time.
2. AFA EAP contact information shall be included in any notice to a Flight Attendant concerning attendance or performance. Additionally, in any meeting with a Flight Service manager concerning attendance or performance, a card containing AFA EAP contact information shall be given to the Flight Attendant. Such cards will be provided by AFA.

D. EAP Representatives

1. Accident: In addition to the AFA MEC Chairperson, the Company will immediately release from duty a minimum of one (1) EAP Committee member from each base in the event of an aircraft accident as defined by the NTSB. The Company will provide EAP Committee members with positive space travel to domicile, if necessary. Additional emergency situations may be designated by the Company and these provisions will apply.
2. In the event of any accident, the Company will not take any action to hinder the Association's access to the accident site. The Company shall facilitate and expedite the arrival of the American Eagle AFA Go-Team Representatives to the accident site.
3. Debriefing and Diffusion: Whenever a Flight Attendant(s) is debriefed by the Company under the provisions of this Section, an AFA EAP representative(s) will be permitted to participate in the session(s). Such situation may also be diffused solely by an EAP representative. Such AFA EAP representative(s) will be removed from any portion of scheduled flying or reserve duty as necessary to participate in a debriefing/diffusion.

AFA-American Eagle Contract 2012

4. Once approved, the Company will not rescind an AFA trip drop or release from reserve duty for a member who is scheduled to attend an AFA EAP training or meeting.
5. When a situation arises that necessitates EAP Flight Attendant assistance, the Company will provide access to crew rooms and, if available, on-site meeting rooms in order for AFA EAP to meet with Flight Attendant(s).
6. The Company and AFA EAP will keep each other advised through written notice of any changes in authorized representatives and changes in EAP-related policies.
7. Debriefing Environment: The Company will provide a safe, private and quiet environment in which the Company and AFA EAP representatives will conduct debriefings with Flight Attendants.

E. Critical Incident/Emergency Response

1. The Company critical incident stress management program and/or emergency response program shall include confidential peer support through AFA EAP (or its designee) to Flight Attendants who have been involved in or affected by an accident and/or incident.
2. The AFA EAP Chairperson will be included on notices sent by the Corporate Event Reporting System ("CERS") for American Eagle.
3. AFA EAP will be incorporated into the Company's notification processes, trainings and procedures established in conjunction with the Company's Emergency Response Plan and/or Critical Incident Procedure.

F. Critical Incident Stress Management (CISM) Procedure

1. Definition: A Critical Incident is any accident, incident or air disaster resulting in serious injury, severe turbulence, any hijacking incident, actual evacuation of an aircraft, physical assault of a Flight Attendant, death in-flight or on a layover, fire onboard, medical emergency in-flight with use of AED, aircraft decompression during flight or any other catastrophic event in which a Flight Attendant is involved during the course of her/his duty with the Company.
2. Notification: The Company will notify the MEC President and MEC EAP Chair via the EAP Hotline as soon as practical of an occurrence outlined in F.1. above. Notification for additional situations, where appropriate, will be made.
3. Aid to Flight Attendant: In the event of a critical incident set forth in paragraph F.1., above, or any additional situation that the Company EAP deems appropriate, the following will apply:
 - a. The Flight Attendant will be provided with immediate medical attention, and to the extent possible, isolated from the media. This will also apply to acute illness while out of domicile.
 - b. The Company will promptly notify the designated emergency contact of each Flight Attendant involved if the Flight Attendant is incapacitated or requests the Company to do so.
 - c. The Company will release a Flight Attendant from further duty without loss of pay if the Flight Attendant feels she/he is able to continue to perform her/his duties. The CI Code will be used to remove Flight Attendants from any trip where CISM is required. A CI removal will not count as an occurrence under the Company's attendance/disciplinary policies.
 - d. If the Flight Attendant feels she/he is unable to continue to perform her/his duties, she/he will be provided a positive space pass on the next available flight to her/his domicile or home unless a government entity requires the Flight Attendant to remain available for the investigation. In such circumstance, the Company will provide a hotel room.

AFA-American Eagle Contract 2012

4. Catastrophic Event:

In the event of a catastrophic event (i.e. hijacking, aircraft accident, physical assault, etc.) the following provisions shall apply in addition to F.3. above:

- a. The Flight Attendant will be released for a minimum of seven (7) days with full pay and credit.
- b. Should the Flight Attendant not be able to return home immediately, the company will absorb costs of lodging, meals and travel until she/he is able to return home and transportation is secured.
- c. The Company shall promptly notify the designated emergency contact of each Flight Attendant involved in a catastrophic event. The Company shall provide positive space, on or offline, transportation and lodging, free of charge, to a Flight Attendant's eligible family members as outlined in the Company's pass policy to and from the location of the Flight Attendant involved in the event. In the case of a death of a Flight Attendant, the Company shall arrange for the timely return of the body to the location requested by the Family.

5. Investigation Participation:

A Flight Attendant requested or required by the Company or a government agency to participate in an accident or incident investigation or hearing involving a Company aircraft will be released from schedule to do so, with pay protection and will be furnished positive space transportation by the Company. In such circumstances, the Company will provide a hotel room.

G. Incident with Potential for being Declared Critical Incident

When a situation arises with the potential to be declared a Critical Incident, the situation will be handled as follows:

1. The Flight Service Manager will immediately contact both the Company and Union EAP Representatives to relay the facts giving rise to the request for removal by the Flight Attendant(s).
2. The Company and the Union EAP Representatives will be consulted within seventy-two (72) hours to determine whether the situation should be declared a Critical Incident.
3. The Flight Service Manager will remove the Flight Attendant(s) from further duty. The removal will be coded as "PG" (pending). Such leave shall not be subject to staffing.
4. If both EAP Representatives concur, the removal will be re-coded "CI" (Critical Incident) and the time removed from further duty will be without loss of trip pay and will not result in a reduction of the minimum monthly guarantee or the adjusted guarantee.
5. Following the event(s) giving rise to the potential Critical Incident, the Flight Attendant(s) may submit a request to an Flight Service Manager to be removed from further duty if she/he believes that she/he is unable to continue to perform her/his duties. The request may be made either in person or by telephone.
6. In addition, the Flight Service Manager will promptly authorize positive space pass travel for the Flight Attendant(s) to either their domicile or station closest to their home. It is recognized that the station nearest the Flight Attendant's home may be a location other than their domicile.
7. If consensus is not reached on whether or not a Critical Incident occurred, then the Flight Attendant will have option to have the time dropped coded as follows:

AFA-American Eagle Contract 2012

Unpaid Codes

PO (Personal Other)

PE (Personal Emergency)

US (Unpaid Sick)

Paid Codes

PVD (Paid Vacation Day)

SK (Sick Leave)

None of the above codes will count against the Flight Attendant's attendance or be used as a countable occurrence, nor be cited in any letter of advisory.

H. The Company will consider recommendations from the Association prior to any changes in plans, policies, procedures, services and arrangements related to the Company Critical Incident Stress Debriefing (CISD) program, Company EAP, Alcohol and Drug Testing. Such changes will be discussed with the AFA EAP prior to implementation.

I. Professional Standards

1. When a conflict between Flight Attendants or between a Flight Attendant and another co-worker is brought to the attention of the Company in the first instance, the Company may refer that issue and the Flight Attendant(s) involved to AFA EAP. The referred Flight Attendant(s) will be encouraged to settle their conflict in a reasoned, no-fault manner.
2. The Company acknowledges that in order to be effective, Professional Standards activity must be and remain completely confidential within the AFA EAP system. The Company also agrees not to cite a Flight Attendant's involvement with the Professional Standards Program of the EAP in any subsequent disciplinary proceedings or work history.
3. The Company recognizes the AFA Professional Standards Committee and agrees to meet with said committee periodically to discuss issues of mutual concern.

J. Drug and Alcohol Testing

A Flight Attendant charged with a first drug or alcohol testing violation will be eligible for conditional reinstatement upon successful completion of the EAP's designated rehabilitation program. The policy for Flight Attendants shall be no less favorable than for any other employee group. In the event that policy changes are made for all other employee groups, such changes may be applied to the policy for Flight Attendants.

AFA-American Eagle Contract 2012

SECTION 33 **GEOGRAPHIC EMERGENCY-AIRCRAFT REPOSITIONING**

A "Geographic Emergency" means any event occurring naturally and/or that is manmade, that would endanger life and/or property in an area where a maintenance facility, domicile, out-station, or any other facility which the Company must protect is located.

The following geographic aircraft repositioning plan will be followed in order to provide the most expeditious means to protect life and Company property, when a Geographic Emergency is approaching, or is eminent:

- A. The Company will maintain a standing list of Flight Attendants who agree to be available to volunteer when needed for the purposes of emergency aircraft repositioning.

- B. A Flight Attendant may request to be removed from the volunteer list. Such request shall be effective no later than fourteen (14) days after the submission date of the request. However, Flight Attendants on the volunteer list shall maintain their right to all schedule adjustment provisions as provided for in this Agreement.

- C. In the event there are insufficient volunteers to conduct a Geographic Emergency operation, the Company will assign Flight Attendants in accordance with the order of assignment provisions of this Agreement as provided for in Section 8 (Scheduling).

- D. A Flight Attendant who volunteers, or is assigned to fly a Geographic Emergency flight, will receive per diem, in accordance with Section 5 (Expenses) of this agreement, lodging and transportation, and will receive fifty (\$50) dollar bonus for each overnight that she/he is away from domicile.

AFA-American Eagle Contract 2012

SECTION 34

HOTELS

- A.
1. The Company will provide, at no expense to the Flight Attendant, comfortable and adequate single occupancy lodging at overnight stations, on all CDO sequences, and training away from her/his domicile. The provisions of this paragraph shall not apply to new hire initial training.
 2. Day Rooms – When a Flight Attendant's ground time, outside of her/his domicile, is scheduled for or anticipated to be more than five hours, inclusive of the assignment to new flying period in Section 8.F. of this Agreement, Day Rooms will be shared but only if both Flight Attendants are of the same sex. A Flight Attendant may be required to remain at the airport for the 2-hour assignment to new flying period in Section 8.F. of this Agreement; however, if there are no flights scheduled to arrive or depart from that airport during the two (2) hour period, or if she/he requests to be, and is, released by Crew Scheduling the Flight Attendant will not be required to remain at the airport for the two (2) hour period and will be provided the day room.
 3. In-domicile Overnights - If an overnight trip cancels or splits in domicile, the Flight Attendant(s) originally scheduled to work the trip(s) will be provided a comfortable, safe and suitable single-occupancy hotel room, if requested, so long as the actual rest period has been rescheduled to less than ten (10 hours). If the overnight is more than the above rest, the Flight Attendant may still request a hotel room but it will be provided at the Company's discretion. However, the discretionary decision will be applied no less favorably to Flight Attendants than to pilots on the same crew.
 4. If it is determined that a hotel room will not be available within sixty (60) minutes after check-in at the hotel, the Flight Attendant can request that the hotel provide another comparable quality accommodation and advise Crew Scheduling.
 5. When irregular operations (e.g. weather, diversions, etc.) require Flight Attendants to layover in an unscheduled location and to stay in an unscheduled hotel, Crew Scheduling or the appropriate Company representative will be authorized to secure appropriate hotel accommodations. Such accommodations shall meet all minimum requirements in accordance with the provisions of this Section.

B. Transportation & Meals

1. The Company will provide safe and reliable transportation between the airport and lodging facilities.
 - a. The hotel van or contracted transportation will make a stop en route to the hotel at suitable eating facilities, if such is unavailable near the lodging.
 - b. If no such suitable establishment is en route to the hotel, the Flight Attendant will be provided transportation to and from a suitable restaurant.
2. In the event a crew has waited more than fifteen minutes (:15) at the curb for transportation to or from the hotel, the crew will be reimbursed for the amount of the taxi, if the hotel does not pay for the taxi. The intent of this paragraph is to provide one (1) crewmember reimbursement per incident.

C. General

1. The Company, upon request, will meet with the Union Hotel Committee at least on a quarterly basis at pre-determined, mutually acceptable dates, locations and times to discuss accommodations.
2. The Company will provide the Hotel Committee or other Union-designated MEC representative with a complete listing, including the complete address and phone numbers, of every hotel with which the Company has an agreement to provide lodging for Flight Attendants.

AFA-American Eagle Contract 2012

3. Recommendations of the Union's Hotel Committee will be given serious consideration by the Company and management will implement any recommendations whenever it is feasible and practical to do so without causing the Company to incur an unreasonable increase in cost. The Company will accept one of the top three AFA selections for each layover location provided the hotel selected accepts the contract terms proffered by the Company.
4. All reports and documentation of non-compliance of hotel contracts will be addressed and responded to in the manner required and agreed to as set out in the hotel contract in question. The Company agrees to take immediate action if there is a major breach in the safety and security provided by the hotel to our crews. The Union will be provided copies of all reports and documents associated with the incidents and/or instances of non-compliance, upon request.
5. The Union Hotel Committee shall work with the Company or the hotel consulting business contracted by the Company in determining the layover and back-up hotels. The Company shall confer with the Committee in all phases of the selection process including review of the initial list of hotels supplied by the hotel consulting company, the narrowing of the list and site visits. Appropriate confidentiality agreements may be required. When the Company's hotel administrator goes on a review/visit of a hotel which is currently used or is being considered to be used by the Company to lodge Flight Attendants, it shall afford the Union's designated representative the opportunity to attend the review/visit and shall relieve the Flight Attendant from any of her/his trip(s), as requested by the Union and will pay the affected Flight Attendant as if she/he had flown the time removed. Furthermore, if the hotel being reviewed/visited offers complimentary room accommodations for the Flight Attendant, the Company shall facilitate the arrangements of such accommodations and the Flight Attendant will not be charged for the single occupancy room. If offline transportation is required to facilitate the hotel review/visit, the Company will request passes, if available, from the offline carrier on behalf of the Association's Representative. Any charges associated with passes that are secured on the Flight Attendant's behalf will be paid for by the Association. The Company shall reimburse a Flight Attendant for any arrival and departure fees associated with the travel.

D. Hotel Standards

The Company will ensure that the following list of minimum standards is met by all of the hotels used for crew overnights in the Continental United States. The standards below marked with an asterisk (*) must be provided in all hotels system-wide. Any standard listed below may be waived by mutual agreement with the Union Hotel Committee.

1. Hotel Services

- *Twenty-four (24) hour front desk operation or twenty-four (24) hour security guard
- *Reliable wake-up services and/or functioning alarm clock
- *Free toll-free calls
- *Clean and pest free rooms
- Complimentary Business Center computer with internet and working printer
- *Hotel will ensure food options at standard cost with layovers on Thanksgiving, Christmas and New Year's holidays when hotel restaurant is either closed or open for limited hours

2. Safety

- *Located in safe area
- *Well-lit hallways
- * Smoke detectors in guest rooms
- *No first floor rooms
- All rooms open onto interior hallway unless agreed otherwise
- *There shall be a secondary locking mechanism on guest room doors

3. Rooms

- *Single occupancy with double, queen or king sized beds, no Murphy beds
- * No connecting rooms except with another Company crewmember

AFA-American Eagle Contract 2012

- *Clean and neat
- *Linen and towels changed before each occupancy
- *Working air conditioning and heater in rooms as warranted by the climate
- *Working showers with hot water
- No handicap rooms
- *Iron and ironing board provided upon request if not provided in-room

4. Flight Attendants who do not receive the above minimum standards may notify the Company and AFA Hotel Committee of the discrepancy and it shall be addressed in the hotel complaint process.

5. Preferred but not Required Items

Complimentary breakfast provided

Early-morning departures "grab and go" provided if prior to the start of breakfast

Discount off in-house/on premise restaurant

Complimentary in-room coffee

Refrigerator and microwave available for Flight Attendant use

Free local calls

Transportation by the hotel or contracted transportation company to and from suitable eating facilities.

Complimentary internet provided and/or complimentary wireless access where available.

E. Hotel without Water-Procedures

In the event a designated layover hotel is without water service or without water of sufficient quantity for a Flight Attendant to tend to her/his physiological/hygienic needs (e.g., bathing/showering, brushing of one's teeth, toilet flushing), the following shall apply:

1. If the Company knows prior to the block in of the flight immediately preceding the layover that the layover hotel is without water service or anticipates no water service for the duration of the layover of a sufficient quantity for the Flight Attendant to tend to her/his physiological/hygienic needs (e.g. bathing/showering, brushing of one's teeth, toilet flushing), the Company will provide the crew with single room accommodations in an alternate hotel.
2. It is understood that the duty period will not end and the rest period will not begin until such time as Crew Scheduling confirms reservations at the alternate layover hotel.
3. If it is not known prior to the point at which the crew departs for the layover hotel, that the layover hotel is without water or without water of sufficient quantity, or upon learning that the hotel is without water or without water of sufficient quantity for a Flight Attendant to attend to physiological/hygienic needs, the Flight Attendant will immediately contact Crew Scheduling to report the situation. (If telephone contact directly from the Flight Attendant cannot be made, she/he will contact the Airport General Manager at the layover station who will in turn contact Crew Scheduling on behalf of the Flight Attendant(s).
4. If no acceptable alternative hotel accommodation can be provided as described in paragraph one (1) and a Flight Attendant is compelled to utilize the substandard hotel, the subsequent day the crew will operate its assigned return flight to the domicile at which point the following will apply:
 - a. The Flight Attendant may opt to be removed, from the remainder of the day's flying including the incidental return leg to domicile, following a layover, if applicable. It is understood the Flight Attendant will be paid and credited as if she/he had flown the flying from which removed pursuant to this paragraph.
5. Following the paid and credited removal from flying pursuant to paragraph 4.a. the Flight Attendant will return to her/his original trip sequence.
6. Once notified that a hotel is without water service or without water service of sufficient quantity, to tend to her/his physiological/hygienic needs (e.g. bathing/showering, brushing of one's teeth, toilet flushing), the Company's

AFA-American Eagle Contract 2012

applicable corporate travel department will conduct an internal investigation to determine whether the situation represents a material breach of its contract with the hotel such that a new layover hotel should be contracted.

SECTION 35 **INJURY ON DUTY LEAVE/ RESTRICTED** **AND TRANSITIONAL DUTY**

- A. 1. A Flight Attendant who is eligible for worker's compensation or El Fondo benefits, will have her/his claim administered under the state or territory in which she/he is domiciled or may choose to file her/his claim in another jurisdiction, as applicable. Her/his eligibility to claim benefits in a particular state will be governed by such state's specific statutes. Such Flight Attendant shall be placed on an Injury on Duty (IOD) status.
2. A Flight Attendant who is eligible for El Fondo benefits may use accrued sick leave and/or vacation to make up the difference between the El Fondo benefits and two-thirds (2/3) of the Flight Attendant's average weekly wage.
- B. Pay Protection and Compensation
1. The Flight Attendant shall be pay protected for any remaining and scheduled flights on the duty day in which the IOD occurs.
2. A Flight Attendant may use her/his sick leave and/or vacation time during the statutory waiting period. Such Flight Attendant's sick bank and/or vacation bank will be restored if the IOD Leave exceeds the statutory waiting period and the Flight Attendant receives state-paid income replacement for that time. The Flight Attendant will repay the Company for the worker's compensation or El Fondo benefits received for the waiting period and that amount (converted to equivalent pay hours) will be restored to her/his sick leave and/or vacation bank.
3. After the bid month in which the IOD occurred, a Flight Attendant may utilize sick leave or vacation to augment the worker's compensation benefit as follows:
- a. A Flight Attendant who is expected to be on an IOD leave for an entire bid period shall be entitled to "paper bid" in accordance with Section 8.E.7. of this Agreement. The difference between the credited hours awarded on such "paper bid" and the worker's compensation benefit may be made up using sick leave and vacation.
- C. Benefits
1. While on IOD leave, a Flight Attendant will retain medical insurance as though an active employee for a minimum of twelve (12) months from the last day on payroll. If the Flight Attendant returns to active status for at least ninety (90) days and then goes back on IOD leave for the same injury/illness, the twelve (12) month clock will start anew. Additionally, if a Flight Attendant returns from an IOD to active status and subsequently goes back out on an IOD leave for a different illness or injury, the benefits clock starts anew.
2. A Flight Attendant on IOD will continue to receive monthly sick leave accruals if she/he has qualified for such benefit under Section 20.C. of this Agreement, in the year prior.
3. A Flight Attendant on an IOD Leave will retain and accrue all forms of seniority for the duration of the leave.
4. A Flight Attendant who has vacation scheduled to occur during an IOD leave shall have the following options:

AFA-American Eagle Contract 2012

- a. Receive vacation pay when she/he returns from the leave.
- b. Rebid her/his vacation to an available slot if timing allows. If the timing of the accident/injury does not allow rebidding, the Flight Attendant may trade with any un-awarded vacation block.
- c. Receive vacation pay-out during that vacation calendar year at anytime during the IOD leave.

5. A Flight Attendant who has suffered an occupational injury on duty (IOD) need not use or exhaust her/his sick leave bank before going on medical leave, except where prohibited by law.

D. Transitional Duty (for IOD) & Restricted Duty (for Non-IOD injury/illness)

1. The Company may request a Flight Attendant on IOD leave to perform Transitional Duty. If a Flight Attendant declines Transitional Duty, the Company may cancel her/his worker's compensation pay within the guidelines of the applicable state's statutes. All Transitional Duty offered must adhere to the restrictions below. Any work offered that does not meet the below restrictions and is subsequently refused, shall not result in the cancellation of any benefits.
 - a. All transitional duty offered must be within the guidelines and the restrictions specified by the Flight Attendant's primary treating physician.
 - b. The site at which the work is to be performed may not exceed thirty-five (35) miles from the Flight Attendant's residence without her/his agreement.
 - c. The Transitional Duty may not exceed five (5) days and may not exceed forty (40) hours per calendar week. This does not preclude the Flight Attendant and management from reaching an alternate and mutually agreed-upon schedule.
2. A Flight Attendant may request or be offered Restricted Duty while on Medical leave. The performance of Restricted Duty is completely optional for the Flight Attendant and the Company is not required to offer such duty assignments.
3. A Flight Attendant will be permitted to attend physician's visits and physical therapy during the day(s) on which she/he performs a Transitional or Restricted duty assignment. Such Flight Attendant will attempt to schedule these visits so as not to conflict with the Transitional or Restricted duty assignment. If this is not possible, then she/he may have her scheduled hours or days adjusted, by mutual agreement, to accommodate the appointment.
4. Flight Attendants will receive their normal rate of pay, including per diem associated with the actual hours worked, during the Transitional or Restricted Duty assignment and shall be allowed to paper bid in accordance with Section 8.E.7. of this Agreement. If performing Transitional or Restricted duty in the bid month injured, the Flight Attendant shall be paid for trips missed.
5. Flight Attendants working Transitional or Restricted duty shall be considered to be on active status. In addition, the clock for medical benefits determination shall be stopped for the portion of the month(s) in which a Flight Attendant performs a Transitional or Restricted duty assignment.

E. Return to Duty

AFA-American Eagle Contract 2012

A Flight Attendant returning from an IOD leave of absence will be returned to duty and/or pay status no later than two weeks from the date that all required information has been submitted to the Company. The two (2) week time period begins with the submission of all required information per the Company's initial request.

F. General

1. No leave taken pursuant to this Section will count as an attendance occurrence or otherwise be used in any way as the basis for discipline against a Flight Attendant, unless it is subsequently determined that the Flight Attendant falsified or misrepresented any information in relation to such leave.
2. IOD leaves may not exceed five (5) years in duration. If a Flight Attendant returns to active status from an IOD leave of absence and subsequently goes back out on a IOD leave, the five (5) year clock starts anew.
3. The direction of medical care will be governed by each state's specific worker's compensation statutes and guidelines (e.g., a Flight Attendant will have the right to use her/his personal physician to diagnose and treat any injury on duty if permitted by state law and approved by the worker's compensation board, if required).
4. A Flight Attendant on an IOD leave of absence will be permitted to use travel privileges in accordance with Company policy. Flight Attendants may travel upon request and approval of the Company. Examples of such requests may include but are not limited to the following: A9 qualifying emergency, to seek medical treatment not available locally or Union Business.

AFA-American Eagle Contract 2012

SECTION 36 **DURATION**

- A. This Agreement shall become effective in accordance with the Me-Too Protections Letter, signed July 26, 2012 except as otherwise set forth in this Agreement, and shall continue in full force and effect until and including eight (8) years from the effective date, July 1, 2012 and shall renew itself without change until each succeeding July 1, thereafter, unless written notice of intended change is served in accordance with Section 6, Title I of the Railway Labor Act, as amended, by either party within two hundred (200) days prior to the 1st day of July in any year, beginning with 2020.
- B. Should written notice of intended change be served in accordance with paragraph A., above, the Company and the Association shall meet and begin Section 6 negotiations no later than one hundred eighty (180) days prior to the 1st day of July.
- C. Amendment Round Negotiations
1. The Association and the Company have agreed that in 2016 both parties shall enter into a period of negotiations, which will culminate in binding arbitration if mutual agreement is not reached. Such mutual agreement or binding arbitration may alter the terms and conditions of this Agreement.
 2. The parties agree that any terms and conditions altered by mutual agreement or by the arbitration award will become part of the Agreement. However, the duration of the Agreement will not be altered.
 3. The "Amendment Round Negotiations" shall proceed as provided for in Letter of Agreement S, "Amendment Round Negotiations."

Whereof, the parties have signed this Agreement this 26 th day of July, 2012.

Letters of Agreement

- SL A: Retention of Company Seniority**
- SL B: Employment Consideration**
- SL C: Jumpseat Agreement**
- SL D: Anticipated Misconnect Flight Reclamation**
- SL E: SJU Maternity Benefits**
- SL F: All Weekends Off Reserve Lines**
- SL G: Right to Reinstatement to Paid Status Following Leave of Absence**
- SL H: Transitional Leave Of Absence for AA Flight Attendant Employment**
- SL I: Vacation Accrual for Eagle Company Transfers**
- SL J: Section 8 Examples (8.F.2.a.)**
- SL K: TTOT (Automated Trip Trading with Open Time)**
- SL L: ASAP**
- SL M: PBS**
- SL N: Profit Sharing**
- SL O: 1113 Global Me-Too**
- SL P: Document Clean-Up**
- SL Q: Expedited Arbitration**
- SL R: Early Out Incentive**
- SL S: Amendment Round**
- SL T: Contract Interpretation Committee**
- SL U: 1113 Administrative Claim**
- SL V: Dispute Resolution Process for "Included" Claims to the 1113 Admin Claim**
- SL W: Implementation Bankruptcy Agreement and Disposition of Side letters**
- SL X: Change in Control of Corporation**
- SL Y: Compensating Union Appointed PBS Trainers**
- SL Z: Buddy Bidding – Amendment of CBA Section 8.E.8.c.**

AFA-American Eagle Contract 2012

SIDELETTER – A

March 1, 1998

Barbara McNaughton
MEC President
Association of Flight Attendants, AFL-CIO
1275 K Street NW
Washington, DC 20005

Re: Retention of Company Seniority

Dear Ms. McNaughton:

Following a review of our past policy regarding the retention of Company seniority when hired from an AMR affiliate to a position covered by the American Eagle Airlines/AFA Agreement, the company has agreed to acknowledge such prior service for company seniority purposes only, as they may be amended by the Company at its sole discretion. This letter shall be applicable to Company employees hired on or after October 1, 1990, who have applicable service with another affiliate of AMR Corporation.

Current or future employees who are affected by this letter will have their benefits, which are determined by Company seniority determined in accordance with the practice provided for in the Company's inter-company employment policy, as may be amended by the Company at its sole discretion.

Sincerely,

/s/Daniel P. Garton
Daniel P. Garton
President
American Eagle Airlines, Inc.

/s/Patricia A. Friend
Patricia A. Friend
International President
Association of Flight Attendants, AFL-CIO

/s/Barbara McNaughton
Barbara McNaughton
MEC President
Association of Flight Attendants, AFL-CIO

/s/Stephanie Sloggett-O'Dell
Stephanie Sloggett-O'Dell
Staff Attorney
Association of Flight Attendants, AFL-CIO

AFA-American Eagle Contract 2012

SIDELETTER – B

March 1, 1998

Barbara McNaughton
MEC President
Association of Flight Attendants, AFL-CIO
1275 K Street NW
Washington, DC 20005

Re: Employment Consideration

Dear Ms. McNaughton:

This letter will confirm our understanding reached during the discussions which led to the Agreement.

Employees covered by this Agreement will be given consideration for vacancies which become available at other AMR Companies so long as American Eagle Airlines, Inc. remains a wholly owned subsidiary of AMR. Nothing herein is construed to waive qualification requirements or testing policies. Only qualified candidates will receive consideration for vacancies.

Sincerely,

/s/Daniel P. Garton
Daniel P. Garton
President
American Eagle Airlines, Inc.

/s/Patricia A. Friend
Patricia A. Friend
International President
Association of Flight Attendants, AFL-CIO

/s/Barbara McNaughton
Barbara McNaughton
MEC President
Association of Flight Attendants, AFL-CIO

/s/Stephanie Sloggett –O'Dell
Stephanie Sloggett-O'Dell
Staff Attorney
Association of Flight Attendants, AFL-CIO

AFA-American Eagle Contract 2012

SIDELETTER – C

October 1, 2012

Robert Barrow
MEC President
Association of Flight Attendants-CWA, AFL-CIO
610 South Industrial Blvd, Suite 230
Euless, TX 76040

RE: Jumpseat Priority

Dear Mr. Barrow:

This letter will confirm our understanding that in the event American Airlines and APFA agree upon a policy which permits the Company's Flight Attendants represented by the AFA to occupy the jumpseat on American Airlines aircraft, the Company will concur with such agreed upon policy.

Additionally, if the Company ever acquires and owns aircraft which have installed jumpseats in excess of the Flight Attendant crew compliment, the Company's Flight Attendants will have priority on traveling on those seats.

Sincerely,

Linda Kunz
Vice President, Flight Services
American Eagle Airlines, Inc.

Veda Shook
International President
Association of Flight Attendants, AFL-CIO

Robert Barrow
MEC President
Association of Flight Attendants, AFL-CIO

Paula Mastrangelo
Staff Negotiator
Association of Flight Attendants, AFL-CIO

AFA-American Eagle Contract 2012

SIDELETTER – D

Anticipated Misconnect Flight Reclamation

The parties agree that from time to time, a Flight Attendant who has been replaced on her/his originally scheduled flight(s) due to an anticipated misconnection may arrive on her/his inbound flight in sufficient time to work the flight(s) from which she/he was removed by Crew Scheduling due to the anticipated misconnection. In such cases, the Flight Attendant may reclaim the original flight(s) from which removed or be pay protected in conformity with section 4.A. of this Agreement if returning the Flight Attendant to the originally scheduled flight(s) is not practical if the following procedures are followed.

Reserve Flight Attendants, who picked up the trip from Open Time, may reclaim the original flight(s) from which removed or will be credited with 100% of the scheduled flight time if returning the Flight Attendant to the originally scheduled flight(s) is not practical.

1. To reclaim the original flight from which removed due to the anticipated misconnection, the Flight Attendant must be on the ground, in the departure terminal at the gate from which the flight to be reclaimed will depart.
2. No later than five minutes prior to the close out of the flight from which removed, the Flight Attendant must call Crew Scheduling to inform the department that she/he desires to be assigned back to the original flight from which removed.
3. At that point, Crew Scheduling will determine whether it is practical to assign the Flight Attendant back on the originally scheduled flight. If it is practical, she/he will be assigned back to the flight. If not practical, she/he will be paid the greater of the actual time of the flight(s) to which she/he was reassigned or the scheduled time of the flight(s) from which she/he was removed due to the anticipated misconnection, but would have flown if not removed.
4. In the event of a dispute concerning the time when the call was placed, it is understood that Crew Scheduling's phone log will control.
5. It is further understood that the parties acknowledge that flights are closed out by gate agents. Once the agent has closed the flight, it is not possible to reclaim the original assignment. Thus, no reclamation or pay protection will be due.
6. If a flight that has been closed subsequently is reopened by the gate agent, the Flight Attendant who had been removed from the flight due to the anticipated misconnection may place a call to Crew Scheduling during the window of opening and reclaim the flight. This call must be placed no later than five (5) minutes prior to the time when the flight actually closes following the reopening.
7. Departures to International Destinations

For the purposes of reclaiming a trip, International Destinations are defined as any time a flight must be cleared by U.S. customs prior to its departure. This means that all flights taking off to a destination outside the United States are considered International. For purposes of this Memorandum of Understanding ONLY, THIS INCLUDES Canada, Mexico and the Bahamas Islands. It does NOT include the U.S. Virgin Islands or Puerto Rico. To be absolutely clear, this definition of International is applicable ONLY to the right to reclaim a trip from which the Flight Attendant has been removed due to an anticipated misconnection. It does not change, amend or alter any other section of the collective bargaining agreement addressing "International".

A flight to an International Destination closes when a "General Declaration Form" (i.e. the hard paper copy of the crew manifest) is hand carried and delivered by a ticket/gate agent to U.S. Customs prior to

AFA-American Eagle Contract 2012

the flight's departure. The parties understand and acknowledge that it must be delivered and accurate one (1) hour prior to the flight's departure. Thus, even if a flight to an International Destination may re-open subsequent to close out, it will not be possible for a Flight Attendant to reclaim that flight.

8. Examples - Domestic Flying

A.	Scheduled Departure of Flight	15:00
	Scheduled Close Out of Flight	14:50
	Flight Attendant must place call no later than	14:45
B.	Scheduled Departure of Flight	15:00
	Normal Scheduled Close Out of Flight	14:50
	Delay Announced	14:49
	Rescheduled Departure of Flight	15:30
	Flight Attendant must place call no later than	15:15
C.	Scheduled Departure of Flight	15:00
	Normal Scheduled Close Out of Flight	14:50
	Flight Closes Out	14:50
	At Departure Delay Announced	15:00
	Passengers Permitted to Deplane (thus flight "re-opens")	
	New Departure Time Scheduled	16:00
	New Close Out Time	15:50
	If original flight not reclaimed prior to first close out, Flight Attendant must place call no later than	15:45

9. Example – International Flying

A.	Scheduled Departure of Flight	15:00
	General Declaration Form Delivered to U.S. Customs	14:00
	Flight Attendant must place call no later than	13:55
B.	Scheduled Departure of Flight	15:00
	Normal Time for General Declaration Form to be delivered to U.S. Customs	14:00
	Flight Attendant must place call no later than	13:55
	Why? Flight Attendant may NOT reclaim flight once General Declaration has been delivered to customs	
C.	Scheduled Departure of Flight	15:00
	Normal Time for General Declaration Form to be delivered to U.S. Customs	14:00
	At Departure Delay Announced	15:00
	Passengers Permitted to Deplane (thus flight "re-opens")	
	New Departure Time Scheduled	16:00
	Flight Attendant must place call no later than	13:55
	Why? Flight Attendant may NOT reclaim flight Once General Declaration has been delivered to customs	

AFA-American Eagle Contract 2012

AGREED

For American Eagle Airlines

For the Association of Flight
Attendants-CWA, AFL-CIO

Linda Kunz Date
Vice President-Flight Service

Veronica Tenerelli Date
MEC President

AFA-American Eagle Contract 2012

SIDELETTER – E

August 24, 2005

Reginald Salas
MEC President
Association of Flight Attendants - CWA, AFL-CIO

Re: SJU Maternity Benefits

Dear Mr. Salas:

This is to confirm our understanding with respect to the maternity benefits currently provided by Executive Airlines, Inc. to the Flight Attendants based in SJU. Flight Attendants eligible for such benefits under Company policy receive half pay for eight (8) weeks upon their return to work. As we discussed, the Company will not reduce these maternity benefits.

Sincerely,

Linda Kunz
Vice President - Flight Service

AFA-American Eagle Contract 2012

AFA-American Eagle Contract 2012

SIDELETTER – G

MEMORANDUM OF UNDERSTANDING
by and betwixt
AMERICAN EAGLE AIRLINES
and the
FLIGHT ATTENDANTS
in the service of
AMERICAN EAGLE AIRLINES
as represented by the
ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO

Right to Reinstatement to Paid Status Following Leave of Absence
Section 18.J.6.-7. & 35.E.

This Memorandum is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, betwixt American Eagle Airlines, Inc. and Association of Flight Attendants-CWA, AFL-CIO.

1. Following a Leave of Absence, the parties acknowledge that the Company has a duty to return a Flight Attendant to duty and paid status no later than two weeks from the date that all required information has been submitted to the Company per the Company's initial request.
2. Notwithstanding paragraph 1., a Flight Attendant who is offered a training date for which she/he is legal and available within the two week period, but declines to attend such training, choosing instead to attend training following the two week period, is deemed to have waived the reinstatement to paid status until such time as she/he actually begins training.
3. Except as provided in this Memorandum, all provisions of the collective bargaining agreement remain in effect.

AGREED:

AMERICAN EAGLE AIRLINES, INC.

ASSOCIATION OF FLIGHT
ATTENDANTS-CWA, AFL-CIO

LINDA KUNZ Date
Vice President-Flight Service

ROBERT BARROW Date
Master Executive Council President

AFA-American Eagle Contract 2012

SIDELETTER – H

MEMORANDUM OF UNDERSTANDING
by and betwixt
AMERICAN EAGLE AIRLINES
and the
FLIGHT ATTENDANTS
in the service of
AMERICAN EAGLE AIRLINES
as represented by the
ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO

TRANSITIONAL LEAVE OF ABSENCE TO TRAIN FOR AMERICAN AIRLINES FLIGHT ATTENDANT EMPLOYMENT

This Memorandum is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, betwixt American Eagle Airlines, Inc. and Association of Flight Attendants-CWA, AFL-CIO.

1. The parties recognize that certain American Eagle Flight Attendants apply to and are accepted for initial Flight Attendant training by American Airlines or its successors or assigns.
2. When a Flight Attendant is accepted into the American Airlines Flight Attendant training program, American Eagle Airlines will place the Flight Attendant on a "Transitional Leave".
3. A "Transitional Leave" is an unpaid Leave of Absence during which a Flight Attendant may attend American Airlines initial Flight Attendant training.
4. At the commencement of a Transitional Leave of Absence, a Flight Attendant will lose all Occupational and Classification seniority with American Eagle Airlines, Inc. She/he will maintain and accrue Company seniority for the duration of the Leave of Absence.
5. For the duration of the Transitional Leave of Absence, the Company will continue to provide basic health and life insurance coverage. The Flight Attendant will continue to be responsible for any employee contribution, at the same rate, as when actively working. The Flight Attendant must continue to pay for any supplemental coverage (e.g. supplemental medical, additional life, flexible spending, or accident plans) for the coverage to remain in effect.
6. If a Flight Attendant completes the training which triggered the Transitional Leave, upon graduation/successful completion of the training, the Transition Leave shall terminate.
7. Prior to successful completion of American Airlines initial Flight Attendant Training, an American Eagle Airlines Flight Attendant will have the right to return to American Eagle Flight Attendant employment. Notification of intent to return must be made within three (3) days following the date on which the Flight Attendant left American Airlines initial Flight Attendant training. Such return will be without any Occupational or Classification seniority, but with Company seniority.
8. In accordance with the Company policy in effect at the time the Transitional Leave commences, a Flight Attendant will retain the same travel privileges for which she/he was eligible prior to the leave.
9. It is understood that a Flight Attendant may not engage in outside paid employment while on Transitional Leave.

AFA-American Eagle Contract 2012

10. Except as provided in this Memorandum, all provisions of the collective bargaining agreement remain in effect.

AGREED:

AMERICAN EAGLE AIRLINES, INC.

ASSOCIATION OF FLIGHT
ATTENDANTS-CWA, AFL-CIO

LINDA KUNZ Date
Vice President-Flight Service

ROBERT BARROW Date
Master Executive Council President

AFA-American Eagle Contract 2012

SIDELETTER – I

LETTER OF AGREEMENT
between
AMERICAN EAGLE AIRLINES
and the
FLIGHT ATTENDANTS
in the service of
AMERICAN EAGLE AIRLINES
as represented by the
ASSOCIATION OF FLIGHT ATTENDANTS – CWA, AFL-CIO

New Hire Vacation Accrual for Company Transfers

Existing American Eagle employees who are hired as Flight Attendants and successfully complete New Hire Training and pass the Initial Operating Experience will retain their Company Seniority and accrue vacation in the manner outlined below.

To determine the amount of vacation the Flight Attendant will be able to bid in her/his year of hire and which will be taken in the subsequent year, the following procedure will be followed:

The American Eagle company transfer will carry in the amount of accrued and unused vacation earned from her/his non-Flight Attendant position, as determined by PayComp. For the portion of the hire year that the employee is a Flight Attendant, her/his vacation accrual rate will be determined in accordance with Section 10.A.1. of this Agreement and the actual days accrued in accordance with the schedule set forth below.

The rate at which the Flight Attendant accrues the vacation shall be determined by her/his American Eagle Company Seniority (which is the sum of non-Flight Attendant and Flight Attendant service at any American Eagle company position) and qualification in accordance with Section 10.B.3. of this Agreement.

The accrual rates shall be the following:

2 weeks	1.167 days/month	0-5 years of seniority
3 weeks	1.75 days/month	5 years
4 weeks	2.33 days/month	15 years
5 weeks	2.92 days/month	20 years

The carry in amount of accrued and unused vacation will be added to the "Flight Attendant" accrued vacation to determine the total number of days for which the Flight Attendant is eligible to bid.

AFA-American Eagle Contract 2012

IN WITNESS WHEREOF, the parties hereto have signed this Letter of Agreement on this ____ day of July, 2012.

FOR AMERICAN EAGLE AIRLINES, INC.

Linda Kunz
Vice President – Flight Service

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

Veda Shook
International President

Robert Barrow, MEC President

Debora Sutor, Chairperson, Negotiating
Committee

Paula Mastrangelo, Staff Negotiator

AFA-American Eagle Contract 2012

SIDELETTER – J

MEMORANDUM OF UNDERSTANDING
by and betwixt
AMERICAN EAGLE AIRLINES, INC.
and the
ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO

8.F.2.a.

The parties have met and agree that "the check-out time of the originally scheduled trip sequence" as referenced in Section 8.F.2.a. of this Agreement means fifteen (15) or thirty (30) minutes (i.e., the applicable de-brief period), following the block in of the last flight of the original trip sequence as it was scheduled, when awarded or assigned.

Any new flying assigned must conform within the parameters represented by the following examples:

Example One

Day Three of a three day trip. Begins following a layover in XXX.

Flight	City Pair	Departure	Arrival
1.	XXX-ORD	10:00	11:00
2.	ORD-YYY	12:00	13:00
3.	YYY-ORD	14:00	15:00

ORD-YYY-ORD cancels

Flight Attendant is assigned new flying.

4.	ORD-ZZZ	13:00	14:00
5.	ZZZ-ORD	15:00	16:00

This is a legal assignment of new flying because the new ZZZ turn is scheduled to check out no more than two hours (2:00) later than the check-out time of the Flight Attendant's originally scheduled trip sequence.

AFA-American Eagle Contract 2012

Example Two

Day Three of a three day trip. Begins following a layover in XXX.

Flight	City Pair	Departure	Arrival
1.	XXX-ORD	10:00	11:00
2.	ORD-YYY	12:00	13:00
3.	YYY-ORD	14:00	15:00

Flight # 2 experiences creeping delay. Company keeps delaying departure in fifteen (15) minute increments. At 15:59, flights 2 & 3 (YYY turn) are still scheduled to operate, although delayed. The Schedule, incorporating the delays, is posted to fly as follows:

2.	ORD-YYY	16:00	17:00
3.	YYY-ORD	18:00	19:00

At 16:00, Flight #2 cancels. Flight Attendant calls scheduling and is assigned to following flights:

6.	ORD-AAA	17:00	18:00
7.	AAA-ORD	19:00	20:00

This is not a legal assignment to new flying because the check-out time of the AAA turn is scheduled to check out five (5) hours later than the check-out time of the Flight Attendant's originally scheduled trip sequence.

AFA-American Eagle Contract 2012

Example Three

Day Three of a three day trip. Begins following a layover in XXX.

Flight	City Pair	Departure	Arrival
1.	XXX-ORD	10:00	11:00
2.	ORD-YYY	12:00	13:00
3.	YYY-ORD	14:00	15:00

Flight Attendant gets to XXX airport at 09:00 checks her schedule and learns that Flights 2 & 3 (YYY turn) have already been cancelled.

Before departing from XXX, Flight Attendant is assigned to the following new flying:

4.	ORD-ZZZ	13:00	14:00
5.	ZZZ-ORD	15:00	16:00

At 11:00, upon landing in ORD following Flight 1, Flight Attendant learns that Flights 4 & 5 (ZZZ turn) have cancelled. She calls Crew Scheduling and learns she has been assigned to the following flights:

8.	ORD-MQT	13:30	15:00
9.	MQT-ORD	16:00	17:30

This is not a legal assignment because the check-out time of the sequence following Flight 9 is not within two hours following the check-out time of the sequence if it ended with Flight 3.

AFA-American Eagle Contract 2012

Example Four

Day Three of a three day trip. Begins following a layover in XXX.

Flight	City Pair	Departure	Arrival
1.	XXX-ORD	10:00	11:00
2.	ORD-YYY	12:00	13:00
3.	YYY-ORD	14:00	15:00

Flight Attendant gets to XXX airport at 09:00 checks her schedule and learns that Flights 2 & 3 (YYY turn) have already been cancelled.

Before departing from XXX, Flight Attendant is assigned to following new flying:

4.	ORD-ZZZ	13:00	14:00
5.	ZZZ-ORD	15:00	16:00

At 11:00, upon landing in ORD following Flight 1, Flight Attendant learns that Flights 4 & 5 (ZZZ turn) are delayed. They continue to delay in fifteen (15) minute increments. At 14:59, they are scheduled to operate as follows:

4.	ORD-ZZZ	15:00	16:00
5.	ZZZ-ORD	17:00	18:00

At 15:00, Flights 4 & 5 cancel (ZZZ turn). Crew Scheduling assigns Flight Attendant to the following flights:

8	ORD-MQT	15:30	17:00
9	MQT-ORD	18:00	19:30

This is not a legal assignment. The check-out time of the sequence following Flight 9 is not within two hours (2:00) following the check-out time of the sequence if it ended with Flight 3.

AFA-American Eagle Contract 2012

Example Five

One day trip.

Flight	City Pair	Departure	Arrival
1.	SJU-SDQ	9:00	10:00
2.	SDQ-SJU	11:00	12:00
3.	SJU-DOM	15:30	17:00
4.	DOM-SJU	20:00	22:20

Entire trip cancels. Crew Scheduling replaces the trip with the following sequence:

5.	SJU-PUJ	9:30	10:30
6.	PUJ-SJU	11:30	12:30
7.	SJU-BGI	14:00	16:50
8.	BGI-SJU	20:00	22:50

This is a legal assignment of new flying because the new sequence is scheduled to check out no more than two hours (2:00) later than the check-out time of the Flight Attendant's originally scheduled trip sequence.

AGREED

AMERICAN EAGLE AIRLINES, INC.

ASSOCIATION OF FLIGHT
ATTENDANTS-CWA, AFL-CIO

Linda Kunz Date
Vice President-Flight Service

Robert Barrow Date
MEC President

AFA-American Eagle Contract 2012

SIDELETTER – K

LETTER OF AGREEMENT
between
AMERICAN EAGLE AIRLINES
and the
FLIGHT ATTENDANTS
in the service of
AMERICAN EAGLE AIRLINES
as represented by the
ASSOCIATION OF FLIGHT ATTENDANTS – CWA, AFL-CIO

Automated Trip Trading with Open Time

The parties acknowledge that the introduction of Automated Trip Trading (TTOT) requires that certain sections of the collective bargaining agreement (CBA) require modification. To fully effectuate the automated trip trading system, the parties have met and agree to implement the following amendments to the CBA.

During the 1113 Bankruptcy Negotiations (2012), the provisions of the original TTOT Side Letter, except for the commitment to amend the CBA as needed, were incorporated into the bankruptcy CBA. The parties agree to retain the original provision below.

Should any further modifications, amendments or other adjustments to the CBA become necessary at any time while this CBA is in effect, the parties agree to meet and negotiate such changes prior to implementation.

AGREED this ___ day of October, 2012.

FOR:
AMERICAN EAGLE AIRLINES, INC.

FOR:
ASSOCIATION OF FLIGHT ATTENDANTS, AFL-CIO

Linda Kunz
Vice President, Flight Service

Veda Shook
International President

Robert Barrow
MEC President

Debora Sutor
Chairperson, Negotiating Committee

Paula Mastrangelo
Staff Negotiator

AFA-American Eagle Contract 2012

SIDELETTER – L

AMERICAN EAGLE AIRLINES, INC.
AVIATION SAFETY ACTION PROGRAM (ASAP)
FOR FLIGHT ATTENDANTS
MEMORANDUM OF UNDERSTANDING (MOU)

1. **GENERAL.** American Eagle Airlines Inc., (AEAI) is a Title 14 of the Code of Federal Regulations (14 CFR), air carrier operating under Part 121 engaged in Air Carrier Operations within United States, Canada, and Mexico. AEAJ operates 220 aircraft and employs approximately 1400 Flight Attendants. The Flight Attendants are represented by the Association of Flight Attendants - CWA (“AFA-CWA”)
2. **PURPOSE.** The Federal Aviation Administration (FAA), AEAJ and AFA-CWA are committed to improving flight safety. Each party has determined that safety would be enhanced if there were a systematic approach for Flight Attendants to promptly identify and correct potential safety hazards. The primary purpose of the AEAJ Aviation Safety Action Program (ASAP) is to identify safety events, and to implement corrective measures that reduce the opportunity for safety to be compromised. In order to facilitate flight safety analysis and corrective action, AEAJ and AFA-CWA join the FAA in voluntarily implementing this ASAP for Flight Attendants, which is intended to improve flight safety through Flight Attendant self-reporting, cooperative follow-up and appropriate corrective action. This Memorandum of Understanding (MOU) describes the provisions of the program.
3. **BENEFITS.** The program will foster a voluntary, cooperative, non-punitive environment for the open reporting of safety of flight concerns. Through such reporting, all parties will have access to valuable safety information that may not otherwise be obtainable. This information will be analyzed in order to develop corrective action to help solve safety issues and possibly eliminate deviations from 14 CFR or Company Policies. For a report accepted under this ASAP MOU, the FAA will use lesser enforcement action or no enforcement action, depending on whether it is a sole-source report, to address an event involving possible noncompliance with 14 CFR. This policy is referred to in this MOU as an "enforcement-related incentive."
4. **APPLICABILITY.** The AEAJ ASAP applies to all Flight Attendant employees of AEAJ and only to events that occur while acting in that capacity. Reports of events involving apparent noncompliance with 14 CFR that are not inadvertent or that appear to involve an intentional disregard for safety, criminal activity, substance abuse, controlled substances, alcohol, or intentional falsification are excluded from the program.
 - a. Events involving possible noncompliance with 14 CFR by AEAJ that are discovered under this program may be handled under the Voluntary Disclosure Policy, provided that AEAJ voluntarily reports the possible noncompliance to the FAA and that the other elements of that policy are met. (See the current version of AC 00-58, Voluntary Disclosure Reporting Program and FAA Order Compliance and Enforcement Program, Chapter 5).
 - b. Any modifications of this MOU must be accepted by all parties to the agreement.

AFA-American Eagle Contract 2012

5. PROGRAM DURATION. This is a Demonstration Program the duration of which shall be 18 months from the date this MOU is signed by the FAA (following signature by the other parties). If the program is determined to be successful after a comprehensive review and evaluation, the parties intend for it to be a continuing program. This ASAP may be terminated at any time for any reason by AEAI, the FAA, or AFA-CWA. The termination or modification of a program will not adversely affect anyone who acted in reliance on the terms of a program in effect at the time of that action; i.e., when a program is terminated, all reports and investigations that were in progress will be handled under the provisions of the program until they are completed. Failure of any party to follow the terms of the program ordinarily will result in termination of the program. Failure of AEAI to follow through with corrective action acceptable to the FAA to resolve any safety deficiencies ordinarily will result in termination of the program.

6. REPORTING PROCEDURES. When a Flight Attendant observes a safety problem or experiences a safety-related event, he or she should note the problem or event and describe it in enough detail so that it can be evaluated by a third party.

a. ASAP Report Form. At an appropriate time during the workday (e.g., after the trip sequence has ended for the day), the employee should complete the AEAI ASAP Form found on Jetnet, for each safety problem or event and submit it by Jetnet to the ASAP Manager. If the Jetnet system is not available to the Flight Attendant at the time he or she needs to file a report, the employee may contact the ASAP manager's office and file a report via telephone within 24 hours after the end of flight sequence for the day of occurrence, absent extraordinary circumstances. Reports filed telephonically within the prescribed time limit must be followed by a formal report submission within three calendar days thereafter.

b. Time Limit. Reports that the ERC determines to be sole-source will be accepted under the ASAP, regardless of the timeframe within which they are submitted, provided they otherwise meet the acceptance criteria of paragraphs 11.a. (2) and (3) of this MOU. Reports which the ERC determines to be non sole-source must meet the same acceptance criteria and must also be filed within one of the following two possible timeframes:

(1) Within 24 hours after the end of flight sequence for day of occurrence, (48 hours International), absent extraordinary circumstances. For example, if the event occurred at 1400 hours on Monday and a Flight Attendant completes the flight sequence for that day at 1900 hours, the report should be filed no later than 1900 hours Tuesday. In order for all employees to be covered under the ASAP for any apparent noncompliance with 14 CFR resulting from an event, they must all sign the same report or submit separate signed reports for the same event.

(2) Within 24 hours of having become aware of possible non-compliance with 14 CFR, (48 hours International), provided the following criteria are met: If a report is submitted later than the time period after the occurrence of an event stated in paragraph 6.b. (1) above, the ERC will review all available information to determine whether the Flight Attendant knew or should have known about the possible noncompliance with 14 CFR within that time period. If the ERC determines that the employee did not know or could not have known about the possible noncompliance with 14 CFR until informed of it, then the report would be included in ASAP, provided the report is submitted within 24 hours of having become aware of possible noncompliance with 14 CFR, and provided that the report otherwise meets the acceptance criteria of this MOU. If the employee knew or should have known about the possible noncompliance with 14 CFR, then the report will not be included in ASAP.

AFA-American Eagle Contract 2012

c. Non-reporting employees covered under this ASAP MOU. If an ASAP report identifies another covered employee in an event involving possible noncompliance with 14 CFR and that employee has neither signed that report nor submitted a separate report, the ERC will determine on a case-by-case basis whether that employee knew or reasonably should have known about the possible noncompliance with 14 CFR. If the ERC determines that the employee did not know or could not have known about the apparent possible noncompliance with 14 CFR, and the original report otherwise qualifies for inclusion under ASAP, the ERC will offer the non-reporting employee the opportunity to submit his/her own ASAP report. If the non-reporting employee submits his/her own report within 24 hours of notification from the ERC, that report will be afforded the same consideration under ASAP as that accorded the report from the original reporting employee, provided all other ASAP acceptance criteria are met. However, if the non-reporting employee fails to submit his/her own report within 24 hours of notification from the ERC, the possible noncompliance with 14 CFR by that employee will be referred to an appropriate office within the FAA for additional investigation and reexamination and/or enforcement action, as appropriate, and for referral to law enforcement authorities, if warranted.

d. Non-reporting employees not covered under this ASAP MOU. If an ASAP report identifies another AEAI employee who is not covered under this MOU, and the report indicates that employee may have been involved in possible noncompliance with 14 CFR, the ERC will determine on a case-by-case basis whether it would be appropriate to offer that employee the opportunity to submit an ASAP report. If the ERC determines that it is appropriate, the ERC will provide that employee with information about ASAP and invite the employee to submit an ASAP report. If the employee submits an ASAP report within 24 hours of notification from the ERC, that report will be covered under ASAP, provided all other ASAP acceptance criteria are met. If the employee fails to submit an ASAP report within 24 hours of notification from the ERC, the possible noncompliance with 14 CFR by that employee will be referred to an appropriate office within the FAA for additional investigation and reexamination and/or enforcement action, as appropriate, and for referral to law enforcement agencies, if warranted.

e. NASA ASRS Reporting: Voluntary participation in the ASAP program also guarantees participation in the NASA Aviation Safety Reporting System (ASRS), as described in FAA Advisory Circular 00-46D. Upon receipt of an ASAP report from a Flight Attendant the ASAP Manager will forward a copy of the report to NASA for inclusion in ASRS. The ASAP Manager assumes the responsibility of fulfilling the ten-day ASRS reporting requirement on all reports that meet the ASAP 24 hour (48 hours International) reporting deadline.

7. POINTS OF CONTACT. The ERC will be comprised of one representative from AEAI management; one representative from the AFA-CWA; and one FAA inspector assigned as the ASAP representative from the Certificate Holding District Office (CHDO) for AEAI; or their designated alternates in their absence. In addition, AEAI will designate one person who will serve as the ASAP manager. The ASAP manager will be responsible for program administration, and will not serve as a voting member of the ERC.

8. ASAP MANAGER. When the ASAP manager receives the report, he or she will record the date and time of any event described in the report and the date and time the report was submitted through the Jetnet system. The ASAP manager will enter the report, along with all supporting data, on the agenda for the next ERC meeting. Reports should be provided to all ERC members prior to the scheduled ERC meeting in accordance with guidance contained in Advisory Circular 120-66, as amended. The ERC will determine whether a report is submitted in a timely manner or whether extraordinary circumstances precluded timely submission. To confirm that a report has been received, the ASAP manager will send a written receipt through the Jetnet system to each employee who submits a report. The receipt will confirm whether or not the report was determined to be timely.

AFA-American Eagle Contract 2012

The ASAP manager will serve as the focal point for information about, and inquiries concerning the status of, ASAP reports, and for the coordination and tracking of ERC recommendations.

9. EVENT REVIEW COMMITTEE (ERC). The ERC will review, analyze, and investigate (when necessary) reports submitted by the Flight Attendants under the program, identify actual or potential safety problems from the information contained in the reports, and propose solutions for those problems. The ERC will provide feedback to the individual who submitted the report.

a. The ASAP manager will maintain a database that continually tracks each event and the analysis of those events. The ERC will conduct a 12-month review of the ASAP database with emphasis on determining whether corrective actions have been effective in preventing or reducing the recurrence of safety-related events of a similar nature. That review will include recommendations for corrective action for recurring events indicative of adverse safety trends.

b. This review is in addition to any other reviews conducted by the FAA. The ERC will also be responsible for preparing a final report on the demonstration program at its conclusion. If an application for a continuing program is anticipated, the ERC will prepare and submit a report with the certificate holder's application to the FAA 60 days in advance of the termination date of the demonstration program.

10. ERC PROCESS.

a. The ERC will meet as necessary to review and analyze reports that will be listed on an agenda submitted by the ASAP manager. The ERC will determine the time and place of the meeting. The ERC will meet at least twice a month, and the frequency of meetings will be determined by the number of reports that have accumulated or the need to acquire time-critical information.

b. The ERC will make its decisions involving ASAP issues based on consensus. Under the AEAI ASAP, consensus of the ERC means the voluntary agreement of all representatives of the ERC. It does not require that all members believe that a particular decision or recommendation is the most desirable solution, but that the result falls within each member's range of acceptable solutions for that event in the best interest of safety. In order for this concept to work effectively, each ERC representative shall be empowered to make decisions within the context of the ERC discussions on a given report. The ERC representatives will strive to reach consensus on whether a reported event is covered under the program, how that event should be addressed, and the corrective action or any enforcement action that should be taken as a result of the report. The corrective action process would include working the safety issue(s) with the appropriate departments at the airline and the FAA that have the expertise and responsibility for the safety area of concern. Recognizing that the FAA holds statutory authority to enforce the necessary rules and regulations, it is understood that the FAA retains all legal rights and responsibilities contained in Title 49, United States Code, and FAA Order 2150.3B. In the event there is not a consensus of the ERC on decisions concerning a report involving an apparent violation(s), a qualification issue, the FAA ERC representative will decide how the report should be handled. The FAA will not use the content of the ASAP report in any subsequent enforcement action, except as described in paragraph 11.a. (3) of this MOU.

c. It is anticipated that three types of reports will be submitted to the ERC: safety-related reports that appear to involve a possible noncompliance with 14 CFR, failure to follow company policies, procedures related to safety, training or their job duties, or reports that are of a general safety concern, but do not appear to involve

AFA-American Eagle Contract 2012

possible noncompliance with 14 CFR, and any other reports: e.g., involving catering and passenger ticketing issues. All safety-related reports shall be fully evaluated and, to the extent appropriate, investigated.

d. The ERC will forward de-identified non-safety reports to the appropriate AEAI department head for his/her information and, if possible, internal AEAI resolution. For reports related to flight safety, including reports involving possible noncompliance with 14 CFR, the ERC will analyze the report, conduct interviews of reporting Flight Attendants, and gather additional information concerning the matter described in the report, as necessary.

e. The ERC should also make recommendations to AEAI for corrective action for systemic issues. For example, such corrective action might include changes to AEAI flight operations procedures, aircraft maintenance procedures, or modifications to the training curriculum for Flight Attendants. Any recommended changes that affect AEAI will be forwarded through the ASAP manager to the appropriate department head for consideration and comment, and, if appropriate, implementation. The FAA will work with AEAI to develop appropriate corrective action for systemic issues. The ASAP manager will track the implementation of the recommended corrective action and report on associated progress as part of the regular ERC meetings. Any recommended corrective action that is not implemented should be recorded along with the reason it was not implemented.

f. RESERVED

g. Any corrective action recommended by the ERC for a report accepted under ASAP must be completed to the satisfaction of all members of the ERC, or the ASAP report will be excluded from the program, and the event be referred to the FAA for further action, as appropriate.

h. Use of the AEAI ASAP Report: Neither the written ASAP report nor content of the written ASAP report will be used to initiate or support any company disciplinary action, or as evidence for any purpose in an FAA enforcement action, except as provided in paragraph 11.a. (3) of this MOU. The FAA may conduct an independent investigation of an event disclosed in a report.

11. FAA ENFORCEMENT.

a. Criteria for Acceptance. The following criteria must be met in order for a report to be covered under ASAP:

- (1) The employee must submit the report in accordance with the time limits specified under paragraph 6 of this MOU;
- (2) Any possible noncompliance with 14 CFR disclosed in the report must be inadvertent and must not appear to involve an intentional disregard for safety; and,
- (3) The reported event must not appear to involve criminal activity, substance abuse, controlled substances, alcohol, or intentional falsification. Reports involving those events will be referred to an appropriate FAA office for further handling. The FAA may use the content of such reports for any enforcement purposes and will refer such reports to law enforcement agencies, if appropriate. If upon completion of subsequent investigation it is determined that the event did not involve any of the aforementioned activities, then the report will be referred back to the ERC for a determination of acceptability under ASAP. Such referred back reports will be accepted under ASAP provided they otherwise meet the acceptance criteria contained herein.

AFA-American Eagle Contract 2012

- b. **Administrative or Informal Action.** Notwithstanding the criteria in Chapter 5 of FAA Order 2150.3B, as amended, possible noncompliance with 14 CFR disclosed in a non-sole-source ASAP report that is covered under the program and supported by sufficient evidence will be addressed with administrative action (i.e., an FAA Warning Notice or FAA Letter of Correction, as appropriate for administrative action) or informal action (i.e., oral or written counseling). Sufficient evidence means evidence gathered by an investigation not caused by, or otherwise predicated on, the individual safety-related report. There must be sufficient evidence to prove the violation, other than the individual's safety-related report. In order to be considered sufficient evidence under ASAP, the ERC must determine through consensus that the evidence (other than the individual's safety-related report) would likely have resulted in the processing of an FAA enforcement action had the individual's safety-related report not been accepted under ASAP. If the ERC determines that sufficient evidence supports a violation for an accepted non-sole-source report, before informal action can be used to close an ASAP case, there must be ERC consensus that the apparent violation does not indicate a lack of qualification, as listed on the E-EDP worksheet, Step two, Criterion three in FAA Order 8900.10, Volume 14, Chapter 1, as amended. In addition, as determined by applying E-EDP worksheet steps three, four, and five, the violation must be determined by consensus of the ERC to be low risk. Accepted non sole-source reports for which there is not sufficient evidence will be closed with a FAA Letter of No Action.
- c. **Sole-Source Reports.** For the purposes of FAA action, a report is considered a sole-source report when all evidence of the event available to the FAA is discovered by or otherwise predicated on the report. Apparent non-compliance disclosed in ASAP reports that are covered under the program and are sole-source reports will be addressed with an ERC response (no FAA action required). It is possible to have more than one sole-source report for the same event.
- d. **Reports Involving Qualification Issues.** AEAI ASAP reports covered under the program that demonstrate a lack, or raise a question of a lack, of qualification of a certificate holder employee will be addressed with corrective action, if such action is appropriate and recommended by the ERC. If an employee fails to complete the corrective action in a manner satisfactory to all members of the ERC, then his/her report will be excluded from ASAP. In these cases, the ASAP event will be referred to an appropriate office within the FAA for any additional investigation and reexamination and/or enforcement action, as appropriate.
- e. **Excluded from ASAP.** Reported events involving possible noncompliance with 14 CFR that are excluded from ASAP will be referred by the FAA ERC member to an appropriate office within the FAA for any additional investigation and reexamination and/or enforcement action, as appropriate.
- f. **Corrective Action.** Employees initially covered under an ASAP will be excluded from the program and not entitled to the enforcement-related incentive if they fail to complete the recommended corrective action in a manner satisfactory to all members of the ERC. Failure of an employee to complete the ERC recommended corrective action in a manner satisfactory to all members of the ERC may result in the reopening of the case and referral of the matter for appropriate action.
- g. **Repeated Instances of Noncompliance with 14 CFR.** Reports involving the same or similar possible noncompliance with the Regulations that were previously addressed with administrative or informal action under ASAP will be accepted into the program, provided they otherwise satisfy the acceptance criteria in paragraph 6 above. The ERC will consider on a case-by-case basis the corrective action that is appropriate for such reports.

AFA-American Eagle Contract 2012

h. Closed Cases. A closed ASAP case including a related enforcement investigative report involving a violation addressed with the enforcement-related incentive, or for which no action has been taken, may be reopened and appropriate enforcement action taken if evidence later is discovered that establishes that the violation should have been excluded from the program.

12. EMPLOYEE FEEDBACK. The ASAP manager will publish a synopsis of the reports received from Flight Attendants in the ASAP section of the Jetnet publication monthly. The synopsis will include enough information so that Flight Attendants can identify their reports. Employee names, however, will not be included in the synopsis. The outcome of each report will be published. Any employee who submitted a report may also contact the ASAP manager to inquire about the status of his/her report. In addition, each employee who submits a report accepted under ASAP will receive individual feedback on the final disposition of the report.

13. INFORMATION AND TRAINING. The details of the ASAP will be made available to all Flight Attendants and their supervisors by publication in the AEAI Inflight Procedures Manual or Jetnet. Each AEAI Flight Attendant and manager will receive written guidance outlining the details of the program at least two (2) weeks before the program begins. Each Flight Attendant will also receive additional instruction concerning the program during the next regularly scheduled recurrent training session, and on a continuing basis in recurrent training thereafter. All new-hire Flight Attendant employees will receive training on the program during initial training.

14. REVISION CONTROL. Revisions to this MOU shall be documented using standard revision control methodology.

15. RECORDKEEPING. All documents and records regarding this program will be kept by the AEAI ASAP manager and made available to the other parties of this agreement at their request. All records and documents relating to this program will be appropriately kept in a manner that ensures compliance with 14 CFR and all applicable laws. AFA-CWA and the FAA will maintain whatever records they deem necessary to meet their needs.

16. SIGNATORIES. All parties to this ASAP are entering into this agreement voluntarily.

_____ Date _____
Robert Barrow
MEC President
Association of Flight Attendants-CWA - American Eagle

_____ Date _____
Captain Ed Criner
Vice President Safety & Compliance
American Eagle Airlines Inc.

_____ Date _____
Skip Whitrock

AFA-American Eagle Contract 2012

Manager, AMR CMO

AFA-American Eagle Contract 2012

SIDELETTER – M

LETTER OF AGREEMENT

between

AMERICAN EAGLE AIRLINES, INC. & EXECUTIVE AIRLINES, INC.

and the

Flight Attendants

in the service of

AMERICAN EAGLE AIRLINES, INC. & EXECUTIVE AIRLINES, INC.

as represented by

THE ASSOCIATION OF FLIGHT ATTENDANTS—CWA, AFL-CIO

IMPLEMENTATION OF PREFERENTIAL BIDDING SYSTEM

This Agreement is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, between American Eagle Airlines, Inc. (hereinafter referred to as the "Company") and the Flight Attendants in the service of the Company, as represented by the Association of Flight Attendants-CWA (hereinafter referred to as the "Association").

NOW, THEREFORE, it is mutually agreed to and understood by and between the parties to this letter of understanding regarding the implementation of a Preferential Bidding System (PBS):

1. The Company and the Association each have selected Navtech, Inc. as their preferred choice as the PBS vendor and the Company has entered into a contract with Navtech to provide a PBS for the flight attendants. The selected vendor may not be changed without affording the Association the opportunity to participate in the selection process in the same manner as was used in the current process. Any new PBS will include a seniority-based algorithm, unless otherwise mutually agreed upon by the parties.
2. The parties agree that reasonable changes that do not alter the vendor's underlying algorithm for the processing and awarding of preferences may be made as required or suggested by the vendor. In such cases, the Association will be given advance notice and be allowed input into the change. It is understood that the Association and the Company will meet and negotiate a Letter of Agreement incorporating all the changes to the Collective Bargaining Agreement required to implement PBS.
3. PBS Implementation Committee:

A joint Company/Association Committee (the "JPBSC") shall be established immediately upon execution of this Agreement. The JPBSC shall be composed of a minimum of two (2) members from the Company and minimum of two (2) members from the Association. The Association members of the JPBSC will be considered quasi full time through implementation of both the Bid Line and Reserve

AFA-American Eagle Contract 2012

systems plus one (1) year. The Company shall bear reasonable flight pay loss of the Association's JPBSC Members. The Association members shall have continuing PBS involvement as part of the Bid Planning Committee. The Company will consult with the JPBSC on all significant matters regarding implementation of PBS as well as any future enhancements or changes before making decisions regarding such matters.

4. PBS Implementation:

Implementation and development of the PBS shall be overseen by the JPBSC. The Association members will be provided equal access to verify system settings, constraints and parameters (within the vendor's contractual limitations/restrictions, provided that, if the applicable contract does not permit the Association to acquire its own copy of the software, then the Association will be provided access to the Company's copy adequate to enable the Association to verify system settings, constraints and parameters). Bidding interface will be accessible to Flight Attendants both inside and outside the Company's network (home computer via internet). Flight Attendants will never be assessed any fee for utilizing the PBS. The Company shall bear all necessary and reasonable expenses related to the initial startup and subsequent "debugging" of PBS. The Company will supply sufficient terminals for Flight Attendants to bid at each domicile, and will provide internet and network bidding capabilities, for a web-based program.

5. PBS Training:

The JPBSC shall develop all required PBS procedure manuals and training programs and oversee Flight Attendant training which will be mandatory and shall begin so as to provide sufficient time for Flight Attendant classroom training, but no later than three (3) months prior to PBS going "on line". PBS training will be governed by the provisions of Section 19 of the collective bargaining agreement. No later than two (2) months prior to PBS going "on line", a mandatory parallel bidding process will be made available to Flight Attendants for familiarization purposes. It is understood that these are minimum time limits and they may be expanded to provide for additional training and/or the parallel bid process.

6. During the training months, in addition to the Association members of the JPBSC there will be Association appointed Trainers in each class. The Company shall bear all reasonable flight pay loss for the Association members of the JPBSC and the Association Trainers. For the first ninety (90) days following implementation, the trainers will be available to help Flight Attendants to bid, and to understand their award. Except as provided for in paragraph 2, no part of the PBS algorithm shall be substituted, altered or modified without the prior agreement of the Association.

7. The Sections, or portions thereof, of the new agreement involving building of or bidding for Bid Lines or Reserve Lines shall not become effective until implementation of PBS.

8. All provisions of the contract, without modification, remain in effect until altered by mutual agreement to accommodate the implementation of PBS. Prior to PBS going "on line", the Association will have input into the readiness for implementation.

9. Line Construction:

AFA-American Eagle Contract 2012

Lines shall be constructed preferentially, in order of seniority, one Flight Attendant at a time with the Flight Attendant holding as many sequences available at her/his seniority that meet her/his specific preferences, such preferences being stated in priority order provided that those sequences do not conflict with any known absences, carry-in sequences or reserve periods, or legalities following carry-in activities.

10. Criteria for Line Construction:

- a. The JPBSC will meet with the vendor to thoroughly vet the new scheduling provisions which must be considered in the context of a PBS environment. The Company with input from the JPBSC will determine the range for the line average and the window above and below it to which a Flight Attendant's schedule may be built. Any subsequent change(s) will be made after consultation with the JPBSC.
- b. All contractual limitations on the construction of bid lines and Reserve lines shall remain in effect, unless otherwise agreed.
- c. A bid line will contain no reserve days and a reserve line will contain only reserve days and days off.
- d. A bid line will not contain any out of domicile sequences.

11. Parameters for Line Construction:

The following procedures will precede line construction:

- a. All known flying, including charters, shall be constructed into sequences and placed in the PBS for bid. (Parties recognize that the flying must be known at the time sequences are constructed).
- b. The company will apply any known absence to a Flight Attendant's schedule. The credit value of the known absence(s) will be reflected in the total value of the line for purposes of the line construction parameters according to the schedule below. To the extent that the "off the shelf" software accommodates credit value waivers, at the Flight Attendant's option, she/he may elect to have the credit value not counted toward her/his maximum bid award. However, in no event may the Flight Attendant's bid award exceed one-hundred ten (110) hours.
- c. For the purposes of Line construction, the planned absences or events that are known prior to the close of the bids will have the below daily credit value applied towards a Flight Attendant's line credit except as provided for in b. above.
 - i. Training 3:45
 - ii. Sick Leave 3:45
 - iii. Bereavement 3:45

AFA-American Eagle Contract 2012

iv.	Paid Move Days	3:45
v.	Special Assignment	3:45
vi.	Union Leave	3:45
vii.	Jury Duty Leave	3:45
viii.	Family Leave if SK or VC used	3:45
ix.	Pay Withheld	3:45
x.	Paid Witness	3:45
xi.	Travel Day	3:45
xii.	Single VC Day prior to January 1, 2016	2:41
xiii.	Single VC Day commencing January 1, 2016	3:00
xiv.	California Paid Family Leave and Paid School	3:45
xv.	Miscellaneous Other	TBD

12. Bidding and Awarding of Monthly Schedules:

a. The Company will utilize and maintain a Preferential Bidding System (PBS), meeting the requirements in this section and the Collective Bargaining Agreement for the construction and awarding of flight schedules and Reserve Lines of Time.

b. Planned absences/activities

A Flight Attendant will bid in her/his specific domicile (When “domicile” is used herein, it will include any co-domicile).

- i. Flight Attendants on a paper-bid status, whose bid will be for pay purposes only, will be able to bid and be awarded a schedule without impacting other active Flight Attendants’ awards.
- ii. A Flight Attendant who obtains medical clearance prior to the close of bids will be allowed to bid during the bidding process, and will be awarded a schedule for the entire bid period or that portion of the month for which she/he will be available. If available for less than the full bid period, the number of minimum days off will be prorated based upon the numbers of days available; e.g., a Flight Attendant returning from maternity leave mid-month.
- iii. Carry-ins/absences/pre-awards that are known at the time of bidding, will be pre-planned in the bid process and credited in the new month.
- iv. During the bid process Flight Attendants scheduled for vacation shall be afforded the option to expand their vacation by up to four (4) unpaid days. If the “off the shelf” software does not provide for this option, the vacation expansion days will be pre-plotted as an unpaid planned absence by crew scheduling prior to the monthly bid awards. Such days adjacent to vacation will count toward the minimum monthly days off. Only one option will be accepted and awarded during the bid process. Please refer to # 32 on the Global Options Table.
- v. If a Flight Attendant is withheld from service with pay by the Company at the time of bid

AFA-American Eagle Contract 2012

closing she/he will be allowed to bid for a schedule for the following bid period in accordance with this section.

- vi. The following preferences, or their reasonable facsimile (depending on the selected vendor’s terminology and nuanced version of the option), shall be available for Flight Attendants. It is recognized that bidding too many options could result in a poor bid award. The JPBSA may determine which preference options will be available and that the creation of a “phasing in” timeline for options would be in the best interest of PBS implementation.

If any items listed below are not contained in the vendor’s “off –the-shelf” product, and not available at a reasonable cost, the Company may, after consultation with the Association, determine not to offer that option.

Preference Options

1. Pairing Equipment [Prefer/Avoid, Aircraft type] Flight Attendant may prefer or want to avoid pairings with specific aircraft type.
2. Pairing Length [Prefer/Avoid, #Calendar days, Date] Flight Attendant may prefer or want to avoid pairings with specified number of calendar days.
3. Layover City [Prefer/Avoid, Layover Station, Date] Flight Attendant may prefer or want to avoid a layover station or region, e.g. West Coast, North East, FL, Caribbean, Mexico, Southwest.
4. Pairing Type [Prefer/Avoid, Type of pairing, Date] Flight Attendant may prefer or want to avoid a type of pairing. Pairing types – 4-day, 3-day, 2-day or 1-day pairings.
5. Crew Position [Prefer/Avoid, Crew position, Date] Flight Attendant may prefer or want to avoid a specific position on pairings. Flight Attendant positions are specified on each pairing.
6. Report/Release [Before/After, Time, Date] Flight Attendant may bid for pairings that report/release before or after a specific time. The pairings may optionally originate/terminate on a specific date.
7. No Deadheads [Date] Flight Attendant may bid for pairings with no deadheads in the pairing.
8. Layover Duration [Minimum/Maximum, Duration, Station] Flight Attendant may bid for pairings with a minimum or maximum layover between duty periods. This limit shall apply to all layovers within the pairing.
9. Landings per duty period [Minimum/Maximum, Number] Flight Attendant may bid for pairings with a minimum or maximum landings per duty period. This limit shall apply to all duty periods within the pairing.
10. Block Hours per duty period [Minimum/Maximum, Value] Flight Attendant may bid for pairings with a minimum or maximum block time per duty period. This limit shall apply to all duty periods within the pairing.
11. Average Credit Hours per duty period [Minimum/Maximum, Value] Flight Attendant may bid for pairings with a minimum or maximum credit time per duty period. This limit shall apply to all duty periods within the pairing.

AFA-American Eagle Contract 2012

12. Prefer Calendar Days Off [Days of week] Flight Attendant may bid off days on specific days of the week (e.g., prefer to work every Monday-Thursday).
13. Credit Ratio [Prefer, Credit Ratio Value] Flight Attendant may bid for pairings that do not exceed the Credit Ratio Value (pairing time away from base/pairing credit).
14. Pairing [Pairing number, Date] Flight Attendant may bid for a specific pairing number and optionally depart on a specific date.
15. Range of days off [First date, Second date] Flight Attendant may bid for a range of days off.
16. Block of days off [Date from, Date to] Flight Attendant may bid for a period of days off and would be awarded all days off or none.
17. Co-Domicile Preference [Prefer, Co-Domicile] Flight Attendant may bid for pairings that originate from a specific co-domicile.
18. Min/Max Connection Time [Minimum/Maximum, Duration] Flight Attendants may bid for pairings that have minimum or maximum connection (sit) times. This limit shall apply to all duty periods within the pairing.
Global Options
19. Maximum number of work periods - Flight Attendant may elect to specify a maximum number of work periods in the bid month (subject to their minimum and maximum permissible credit hours).
20. Allow Back-to-Backs Flight Attendants may elect to allow legal back-to-backs to be included in their line-of-time.
21. Allow Training and a Pairing as a Back-to-Back Flight Attendants may elect to schedule training and a pairing as a legal back-to-back to be included in their line of time.
22. Allow Multiple Pairings Flight Attendants may elect to allow two (2) pairings in the same calendar day separated by legal domicile rest.
23. Waive Domicile Rest to FAR Minimum + :45
24. Min Days Off between Work Periods Flight Attendant may set the number of days off between work periods. The system default is two (2) days.
25. Pairing Mix in a Work Period Flight Attendant may create work periods that contain pairings of specific lengths. The system will use the pairing lengths only in the order that the Flight Attendant specifies.
26. Commutable Work Period Flight Attendant may bid that their work period begins after a specific time and ends prior to a specific time.
27. Cadence Preference- Flight Attendant may elect that their work period begins on the same day of the week throughout the bid month.
28. Buddy Bid – Flight Attendant may bid with other Flight Attendants up to the number of Flight Attendants on the equipment, utilizing the seniority of the least senior Flight Attendant. Flight Attendants may also buddy bid with pilots.

AFA-American Eagle Contract 2012

29. Avoid Bid – Flight Attendant may avoid more senior Flight Attendants or more junior Flight Attendants who have been awarded a pairing providing the senior Flight Attendant waives her/his seniority to immediately below the junior Flight Attendant’s seniority.
30. Reasons Report – System shall generate a report for each Flight Attendant which explains why a preferred pairing or day off was not awarded.
31. Standing Bids – System shall maintain persistent or “standing” bids which shall act as a default bid should the Flight Attendant fail to enter a monthly bid. If a Flight Attendant fails to input her/his bid and does not have a standing bid inputted, her/his bid will be inputted using a default bid created by the JPBSC.
32. Vacation Expansion – A Flight Attendant who is scheduled for a block of consecutive vacation days may elect to place up to a total of four (4) days off (at sole discretion of the Flight Attendant) before, after, or split on either side of such vacation period. The days off will act as a pre-planned absence and will carry neither a value for pay nor credit. Such days off will be counted toward the Reserve’s scheduled Golden Days. Such block of four days, or portion thereof, may be extended into the next bid period.
33. Paper Bid/Pay Purpose Only Bid – Once the final awards are published, Crew Scheduling will run PBS for a Pay Purpose Only (PPO) award. Crew Scheduling shall run PBS with the same bids and settings as the regular bid with the addition of the bids (standing or actual) of any Flight Attendant who is off the entire bid period to determine what she/he could have held for pay purposes only. Such PPO awards shall only be used for this pay determination and shall not change in any way pairings awarded as published in the final line awards.
34. High/Low Time Option. Flight Attendants desiring a low time or high time option may elect to do so in accordance with paragraph 15: Low/High Bid Options of this Side Letter. If PBS is unable to grant a low time option then the Flight Attendant may elect to revert to a regular bid line option.
35. Other Bid Options as agreed by the JPBSC.
Reserve Options
36. Block of Reserve Golden Days off [Date from, Date to] Flight Attendant may bid for a period of Reserve Golden Days off and would be awarded all Reserve Golden Days off or the same period of Moveable Days off or none.
37. Range of Reserve Golden Days off [First date, Second date] Flight Attendant may bid for a range of reserve Golden Days off. The First date is the most important day off and the Second date is the less important.
38. “Reserve Block Lines” (RBL) Line Option
39. Days on and off
40. Length of block of available days
41. Month end carry-over
42. Standby Line Preferences
43. Placement of Golden Days

AFA-American Eagle Contract 2012

- c. Other preferences may be mutually agreed upon and request for said preferences will not be unreasonably denied.
- d. A Flight Attendant will use the PBS to bid. If PBS is inoperative, the Company will provide an alternative method for bidding.
- e. Bid packages will be made electronically available via a home access computer system and the Company computer terminals located in each domicile on or before the date of bid package distribution. One hard copy of the bid package will be available at each domicile or co-domicile. Bid packages shall contain all of the sequence information, for all of the scheduled sequences in a given domicile and its co-domiciles. Each domicile's bid package shall state the anticipated number of bid lines and reserve lines that will be awarded in that domicile, the line average for the month in the domicile, the minimum and maximum hours a line can be built to in the domicile, and the training dates and locations for the domicile.
- f. Bidding time line:
 - i. The Company and the Association (with input from the Association PBS Committee) will mutually agree on a new timeline for the bidding and awarding of schedules in the context of PBS. In the event that any mainline partner changes the timing of providing flying schedules to the Company, the Company may make changes to the timeline for the bidding and awarding of schedules with input from the JPBSC.
 - ii. In the event of a major, previously unknown airline schedule change, after pairings are constructed, the Company and the Association may agree to modify the Bid Timeline as appropriate.
- g. Failure to Bid:
 - i. A Flight Attendant failing to make a bid or failing to meet the deadline will be assigned a line in the awards as per her/his standing bid. A standing bid may be submitted at any time by a Flight Attendant, and will remain in effect until it is changed by the Flight Attendant, but no later than the date bids must be submitted for a given month.
 - ii. If no standing bid exists, the Flight Attendant's bid will be inputted using a default bid created by the JPBSC.
- h. The PBS will generate, track, and provide each Flight Attendant a bid confirmation for each bid supplied by the Flight Attendant.
- i. Following the awarding of bid lines, no more than 10% of the remaining known and proposed flying may be designated as open flying in each domicile pursuant to Section 8.G.1. of the Collective Bargaining Agreement (Example: If the DFW domicile has 1,000 block hours, there will be a maximum of 100 hours of open flying remaining in the domicile after the awarding of the bid lines).
- j. All monthly lines shall be awarded in accordance with seniority and bid preferences. In cases where a Flight Attendant is denied a bid preference in order to ensure adequate daily work coverage, such

AFA-American Eagle Contract 2012

assignment shall be in accordance with the bid preferences of the Flight Attendant and forced in inverse order of seniority.

- k. An individual Report will be made available to each Flight Attendant each month, which reconciles the Flight Attendant's bid to her/his awarded schedule on a preference-by-preference basis.

13. Bid Protests

- a. The JPBSA will create an appropriate protest timeline based on the new bid and award deadlines created for PBS.
- b. Crew Planning shall promptly review any inquiry submitted. If a programming or system error occurred, the affected Flight Attendant will be made whole. No remedy will be available if the subject of the inquiry was due to the Flight Attendant's choice of bid preferences.
- c. Where there is a programming error that affects substantial numbers of Flight Attendants in a domicile(s), there may be a re-award upon agreement between the Company and the Association.
- d. If, after the final bids have been awarded, any errors are subsequently discovered that make any bid illegal in any manner, the Company will pull the Flight Attendant from sufficient flights with pay to be made legal.

14. Sequence Trading

No sequence trading involving a carry-over trip(s) or flight legs touching the last seven (7) days of the current contractual month will be allowed during the line award process.

15. Low/High Bid Options

a. Low Bid Option:

The Company will offer low time bid options when feasible. This option would allow a Flight Attendant to bid a line in the domicile not to exceed 45.5 hours. The pay guarantee for low bid option lines will be fifty percent (50%) of the regular monthly guarantee as defined in Section 4 (Compensation) of this Agreement. If the Company offers a low bid option in a specific domicile, it will specify the number of Flight Attendants who will be able to hold that option, and conduct a bid, based upon seniority order.

b. High Time Option:

A Flight Attendant may elect to bid a high time line option. Lines constructed as high time may exceed the ninety-one hour (91) cap as set forth under Section 8.B.4. of this Agreement, but in no event will they exceed one-hundred ten (110) hours.

16. Reserve:

- a. Reserve lines shall be allocated as part of the monthly PBS process. A Flight Attendant who may be awarded a line of flying may conditionally bid for a reserve line.

AFA-American Eagle Contract 2012

- b. Reserves will have a minimum of eleven (11) scheduled days free of duty (“days off”) at their domicile each bid month. Three (3) of such days shall be Golden Days. Patterns must conform to the following:
- i. Reserve Flight Attendants will receive at least two (2) periods of two (2) days free from duty. In addition, reserves will receive at least one (1) period of four (4) consecutive days off.
 - ii. Reserve Flight Attendants will receive one set of three (3) Golden Days off. Golden Days will always begin a block of days off and may not be preceded by a non-Golden Day off.
 - iii. Day off periods may not be separated by less than three (3) days of availability or by more than six (6) days of availability. Groups of days of availability which transition from month to month shall be subject to this limitation.
- c. A Reserve with vacation day (s) in a bid period shall receive all her/his days off outside of the vacation period, if applicable, in addition to her/his vacation days. This will guarantee the Reserve her/his full number of minimum days off in addition to her/his vacation day(s). However, if the days off as provided for in Global Option #32 plus the scheduled vacation days does not allow for the required days off to be placed outside of the scheduled vacation period, such days will not be restored or moved to the subsequent month.
- d. The chart below shall be used to determine the number of days free from duty for a Reserve who is bidding for or returning to schedule as a Reserve with less than a full bid period. This chart shall be used to determine the number of days free from duty during the Reserve’s days of availability in a partial bid period.

30 Day Month		31 Day Month	
Available Days	Prorated Days Off	Available Days	Prorated Days Off
29 - 30	11	30 - 31	11
26 - 28	10	27 - 29	10
24 - 25	9	24 - 26	9
21 - 23	8	22 - 23	8
18 - 20	7	19 - 21	7
15 - 17	6	16 - 18	6
13 - 14	5	13 - 15	5
10 - 12	4	10 - 12	4
7 - 9	3	8 - 9	3
5 - 6	2	5 - 7	2
2 - 4	1	2 - 4	1
1	0	1	0

AFA-American Eagle Contract 2012

17. Superseding Effect

This letter entirely replaces and supersedes the prior letter dated July 25, 2012 between American Eagle and AFA bearing the subject "PBS". Such prior letter, upon the date of execution by American Eagle and AFA of this Letter of Agreement, shall have no further force or effect.

WITNESS:

FOR:
AMERICAN EAGLE AIRLINES, INC

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

Cathy McCann
Vice President, People

Veda Shook
International President

Linda Kunz
Vice President, Flight Service

Robert Barrow
MEC President

Deb Sutor
Chairperson, Negotiating Committee

Armando Ramos
LEC President, SJU and Negotiating Committee Member

John Grace
Negotiating Committee Member

Paula Mastrangelo
Staff Negotiator

AFA-American Eagle Contract 2012

SIDELETTER – N

LETTER OF AGREEMENT
between
AMERICAN EAGLE AIRLINES, INC.
and the
FLIGHT ATTENDANTS
in the service of
AMERICAN EAGLE AIRLINES, INC.
as represented by the
ASSOCIATION OF FLIGHT ATTENDANTS – CWA, AFL-CIO

PROFIT SHARING PLAN

THIS LETTER OF AGREEMENT is made and entered into in accordance with the provisions of the Railway Labor act, as amended, by and between American Eagle Airlines, Inc. (hereinafter referred to as the “Company”), and the Flight Attendants in the service of American Eagle Airlines, Inc. as represented by the Association of Flight Attendants-CWA, AFL-CIO (hereinafter referred to as the “Union”).

WHEREAS the Company and the Union have reached consensual agreement upon a collective bargaining agreement (hereinafter referred to as the “Agreement”);

NOW THEREFORE, the parties agree as follows:

A “first dollar” profit sharing plan for Flight Attendants will be implemented as described below:

A. DEFINITIONS

1. “Pre-tax earnings” means the Company’s consolidated earnings for the target year before any applicable income tax expense, excluding any accruals for profit sharing and/or incentive compensation, accounting adjustments, or extraordinary or one-time items as may be determined by the Company’s Board of Directors Compensation Committee (consistent with Generally Accepted Accounting Principles “GAAP” and applicable regulations, after consultation with the Company’s independent auditors).

AFA-American Eagle Contract 2012

2. "Profit Sharing Pool" means 100% of the Company's pre-tax earnings for the target year at the applicable percentage.

B. PROFIT SHARING POOL

Bracket #	American Eagle Profit Margin %	Profit Sharing Pool
1	0-2	5% of pre-tax profit within the bracket
2	2-4	10% of pre-tax profit within the bracket
3	4-6	15% of pre-tax profit within the bracket
4	6-8	20% of pre-tax profit within the bracket
5	8+	25% of pre-tax profit within the bracket

C.

DISBURSEMENT

1. The profit sharing payments due to individual Flight Attendants shall be computed as follows:
 - a. For the year in which the profit sharing was earned, the applicable profit sharing pool shall be divided by the total W-2 earnings of all eligible employees of the company to arrive at a profit sharing percentage of the W-2 figure. This figure will be used to distribute the profit sharing pool based on share of W-2 salary expense.
 - b. The profit sharing percentage of the W-2 figure, as calculated in 1.a. above shall be multiplied by the individual Flight Attendant's reported W-2 earnings for the year in which profit sharing was earned.
 - c. To be eligible for profit sharing payments, employees must:
 - i. Have earned W-2 salaries during the year in which profit sharing was earned.
 - ii. Hold current employment status, either active or on leave, with the company as of the date the profit sharing pool distribution calculations are made.
2. Profit Sharing awards are not considered compensation for purposes of determining Company contributions to the 401(k) plan.

- D. Flight Attendants at American Eagle will participate in the Profit Sharing Plan on terms outlined above and in no event may those terms be any less favorable than any other labor group at American Eagle.

IN WITNESS WHEREOF, the parties hereto have signed this Letter of Agreement on this ____ day of _____, 2012.

FOR AMERICAN EAGLE AIRLINES, INC

FOR THE ASSOCIATION OF

AFA-American Eagle Contract 2012

FLIGHT ATTENDANTS-CWA, AFL-CIO

Linda Kunz Vice President – Flight Service

Veda Shook International President

Robert Barrow, MEC President

Paula Mastrangelo, Staff Negotiator

AFA-American Eagle Contract 2012

SIDELETTER – O

Mr. Robert Barrow

1113 Global “Me- too: Provision”

Dear Robert,

During the negotiations that led to the signing of the Agreement between American Eagle Airlines, Inc. (“AE” or “the Company”) and the Association of Flight Attendants - CWA, AFL-CIO (“AFA”), the Company and the AFA agreed to the following, effective upon ratification of the pending AFA Agreement by the AFA membership:

- 1) Notwithstanding any provision to the contrary in this Restructuring Agreement (“Agreement”) the terms of the Agreement shall not become effective until the Company has received approval to implement, through binding agreement, and/or implemented by legal unilateral authority revisions to (i) the labor contracts of the Company’s other non-AFA unionized employees and (ii) the wages, benefits and working conditions of the Company’s non-union hourly employees and (iii) the wages, benefits, and working conditions of the non-union salaried and management employees so that the aggregate revisions, agreed to or imposed, in (i), (ii), and (iii) for each individual non-AFA union and non-union employee group are reasonably projected by the Company to produce the targets of labor cost savings specified in the Company’s 1113(c) Restructuring proposals for each union dated March 21, 2012 and in the Company’s March 2012 Big Tent Presentation for each non-union labor group, and any Section 1113(c) motion subsequently filed by the Company, provided that the targets specified in the Company’s motion match the March 21, 2012 targets.
- 2) The Company agrees that if it fails to implement the changes described in paragraph 1 for any other non-AFA union or non-union employee group, without implementing other changes that are reasonably projected by the Company to achieve equivalent labor cost savings, the Company will meet with AFA to discuss and agree upon a proportionate reduction in projected labor cost savings under the Agreement. This paragraph shall expire upon the earlier of 1) six (6) months after the date the Company emerges from the bankruptcy process; or 2) when the changes described in paragraph 1, or other changes that are reasonably projected by the Company to achieve equivalent labor cost savings, are implemented for all non-AFA union or non-union employee groups.
- 3) The Company further agrees that if it obtains modifications to agreements with other non-AFA union groups that result in labor cost savings to the Company from reduction in AFA represented employees, it will meet with AFA to discuss and agree upon an appropriate credit to the AFA based on the level of labor cost savings realized by the Company from that reduction.
- 4) The company will provide AFA with sufficient relevant information reasonably necessary for AFA to determine compliance with the terms of this Agreement.
- 5) Any alleged violation of these provisions will be resolved pursuant to the grievance and arbitration procedures of the AFA Agreement.

If this letter accurately reflects the agreement of the parties, please indicate by signing below.

Sincerely,

Cathy McCann
Vice President of People

Agreed to:

Veda Shook
President Association of Flight Attendants-CWA, AFL-CIO

AFA-American Eagle Contract 2012

Robert Barrow MEC President

SIDELETTER – P

Document Clean-Up Post Ratification

To: Cathy McCann
Vice President
People Department

To: Linda Kunz
Vice President
Flight Service

Dear Cathy and Linda:

AFA and American Eagle management have reached a Tentative Agreement (TA) and have confirmed all language and initialed copies of contract sections, Letter of Agreement and other documents stating the agree-to changes to the current pay, benefits and work rules. As discussed in the recently concluded bankruptcy negotiations, if the TA is ratified by the AFA membership, the AFA and the management negotiating committees will meet in order to correct any mistakes in the document and to finalize the disposition of existing Letters of Agreement and agree on any other corrections prior to the final printing of the contract.

Please signal your agreement with this letter by signing below and returning the document to me.

Sincerely,

Robert Barrow
President, AFA MEC
Association of Flight Attendants-CWA , AFL-CIO

Cathy McCann
Vice President, People Department
American Eagle Airlines, Inc.

Linda Kunz
Vice President, Flight Service
American Eagle Airlines, Inc.

AFA-American Eagle Contract 2012

SIDELETTER – Q

LETTER OF AGREEMENT

between

AMERICAN EAGLE AIRLINES, INC.

and the

ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO

Expedited Arbitration

THIS LETTER OF AGREEMENT is made and entered into in accordance with the provisions of Title I of the Railway Labor Act, as amended, by and between American Eagle Airlines, Inc. (hereinafter known as the “Company”) and the Association of Flight Attendants-CWA, AFL-CIO (hereinafter known as the “Union”).

The following will set forth the procedures to be utilized for expedited arbitration for the purpose of resolving disputes which may arise under the terms of the Flight Attendant Agreement.

1. The Company and the Union will mutually agree on the selection of one neutral, to be chosen from the Panel of Arbitrators as described in Section 22 of this Agreement, together with one Union appointed member and one Company appointed member, to constitute the Expedited Arbitration Board of Adjustment.
2. The Board will sit for a period pre-determined by the parties and is authorized to hear and decide only those cases that are mutually agreed upon by the parties. Termination cases shall not be heard under the provisions of Expedited Arbitration.
3. At the conclusion of each day, the Board shall issue an award for each case heard during that day.
4. The Board will issue a written award without a written opinion on the Expedited Arbitration Award Form (Appendix B). Awards issued by this Expedited Arbitration Board will not establish precedent and will not be used or referred to in the future by either party except to enforce the terms of the award.
5. Each party agrees to waive its right to an arbitration pursuant to Section 22 of this Agreement by submitting a case to Expedited Arbitration.
6. Each party will be represented by any one person that it may choose and designate. Each party will be limited to one other person to testify or offer clarifying information.
7. At least ten (10) working days prior to the date the case is to be heard, each party will inform the other party, in writing (stating name and case number) of its intention to have its witness present. The parties will also exchange documents they intend to enter as exhibits in support of their respective positions.
8. Each party will have no more than sixty (60) minutes to present its case. This sixty (60) minute period will include the party's opening (if one is desired), the direct examination of its own witness and the cross-examination of the other party's witness. Additionally, each party will have an additional five (5) minutes for

AFA-American Eagle Contract 2012

rebuttal and/or closing. All documentary evidence must be submitted by the parties within the time set forth in this paragraph. Post hearing briefs or submissions will not be allowed.

9. Once either party has presented evidence in support of its case, there will be no adjournments or postponements of the hearing unless mutually agreed to by the parties.
10. The time and date of the hearing must be agreed to by the parties.
11. Representatives of either party will not be restricted from entering documents that become known subsequent to the ten (10) days exchange as provided in paragraph 6. above, as long as timely notice is given to the opposing party.
12. The Board is prohibited from calling any additional witnesses, except those witnesses so designated in Paragraph 6. to testify in this proceeding.
13. There will be no transcripts or electronic records made of the proceedings.
14. Grievances handled under this Expedited Arbitration procedure will be heard in the city where the employee is domiciled if the parties have agreed to hear at least three (3) grievances in that domicile. If the parties have agreed to hear fewer than three (3) grievances, then they shall be heard in the most convenient alternate domicile unless mutually agreed to otherwise.
15. This Letter of Agreement shall become effective on January 1, 2013 and continue in force for a minimum of twenty-four months. At the end of this initial trial period, either party may terminate this Letter of Agreement. If no action is taken, this Letter of Agreement shall renew in increments of twenty-four month terms.
16. The parties may mutually agree to amend this Letter of Agreement at any time.

IN WITNESS WHEREOF, the parties have signed this Letter of Agreement this ____ day of October, 2012

For Association of Flight Attendants-CWA, AFL-CIO

For American Eagle, Inc.

Veda Shook
International President

Linda Kunz
Vice President, Flight Service

Robert Barrow
MEC President

Debora Sutor
Chairperson, Negotiating Committee

Paula Mastrangelo
Staff Negotiator

AFA-American Eagle Contract 2012

SIDELETTER – R

LETTER OF AGREEMENT

between

AMERICAN EAGLE AIRLINES, INC.

EXECUTIVE AIRLINES, INC.

and the

Flight Attendants

in the service of

AMERICAN EAGLE AIRLINES, INC.

EXECUTIVE AIRLINES, INC.

as represented by

THE ASSOCIATION OF FLIGHT ATTENDANTS—CWA, AFL-CIO

Early-Out Incentive Package for Flight Attendants

THIS LETTER OF AGREEMENT is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, by and between AMERICAN EAGLE AIRLINES, INC. and EXECUTIVE AIRLINES, INC., (both – “Company”) and the Flight Attendants in the service of the Company, as represented by the ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO (“AFA”).

A. Global Incentive Provisions:

1. The Company will offer, no later than seven (7) days following the ratification and bankruptcy court approval of the bankruptcy tentative agreement, the Early-Out Incentive Program described in this Letter of Agreement.
2. Flight Attendants will have thirty (30) days following the date of the offer, as described in A. 1. above to respond to this offer.
3. A Flight Attendant who accepts the Early-Out offer will forfeit any recall rights she/he may have, and will no longer be considered an active employee and will waive all seniority credit upon any future rehire. However, a Flight Attendant will have fifteen (15) days to rescind her/his acceptance after it is made.
4. **Eligibility:** A Flight Attendant will be eligible for the Early-Out Incentives so long as she/he had 13 or more years of Flight Attendant seniority at the Company.

AFA-American Eagle Contract 2012

5. The Company may stage the separation dates for operational purposes. If so, Separation dates will be offered for preferencing, and preferences will be awarded by domicile in seniority order.
6. A Flight Attendant on Leave of Absence or "Inactive" status is eligible to accept the Incentive offers.

B. Early-Out Incentive Package Provisions:

1. **Separation Pay:** The Flight Attendant will receive \$12,500 upon separation from the Company.
2. **Medical Benefits:** A Flight Attendant who elects to accept the Early-Out offer will be eligible for COBRA at the active employee rate for the first 30 days. Following the first 30 days, COBRA will be available for purchase for an additional 17 months at full COBRA rates.
3. **Travel Pass Benefits:** The Flight Attendant will receive 18 months of travel benefits in accordance with the AA Travel Policy. She/he will receive an additional 6 months of travel benefits (total of 24 months) if in the 90 days prior to the date of separation from the Company, she/he had no attendance occurrences. During the first 90 days the boarding priority will be D2 and will convert to D2P for the remaining eligibility period. Retiree Pass Benefits will be in accordance with AMR company policy.

AGREED this ___ day of October, 2012.

FOR:
AMERICAN EAGLE AIRLINES, INC.

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

Linda Kunz
Vice President, Flight Service

Veda Shook
International President

Robert Barrow
MEC President

Debora Sutor
Chairperson, Negotiating Committee

Paula Mastrangelo
Staff Negotiator

AFA-American Eagle Contract 2012

SIDELETTER – S

LETTER OF AGREEMENT
between
AMERICAN EAGLE AIRLINES, Inc.
and the
FLIGHT ATTENDANTS
in the service of
AMERICAN EAGLE AIRLINES, Inc.
as represented by the
ASSOCIATION OF FLIGHT ATTENDANTS – CWA, AFL-CIO

AMENDMENT PROCESS

TIMELINE

February, 2016	Send notices/Board selection
April May June } }	Negotiations
June 30	Reach agreement or submit to interest arbitration
30-60 days after submission	Interest arbitration hearing
60 days after hearing	Draft award, final following

AMENDMENT PROCESS

The following procedure will be followed in the event that either party desires to make alterations to specific provisions of the Collective Bargaining Agreement (CBA) between the Association of Flight Attendants-CWA, AFL-CIO (AFA) and American Eagle Airlines, Inc. (Company).

A. Notice, Initial Meetings and Negotiations

1. No earlier than February 1, 2016 but no later than February 29, 2016, either party may serve written notice specifying which provisions of the CBA the party proposes will be deleted, added or amended, as provided for in this Letter of Agreement. Negotiations will commence no later than April 1, 2016 and continue for a period not to exceed ninety (90) days. Ratification of any tentative agreement will be governed by the AFA Constitution and Bylaws.
2. Due to considerations of scheduling, the three (3) neutrals must be selected per B.2. no later than February 29, 2016 on a contingent basis.

AFA-American Eagle Contract 2012

3. Three (3) months prior to February 1, 2016, the Company will share any studies, reports or the results of any benchmarking exercises which it conducts in preparation for the Amendment Round. Such information shall include the carriers selected in the benchmarking.
4. Meetings to define and resolve the issues with respect to the Amendment Round will be held at a mutually agreeable site. Such meeting shall continue for a period not to exceed ninety (90) calendar days commencing with the first day of meetings. The parties will meet in good faith to resolve all issues between them.
5. The Company shall provide the meeting room facilities.
6. If the parties reach agreement on all items, then those items become effective on January 1, 2017 unless otherwise mutually agreed.
7. If the parties are unable to reach a complete and final agreement on all issues on or before June 30, 2016 the parties will finalize the Amendment Round through the interest arbitration procedure outlined below. All prior agreed-to items in negotiations will become part of the arbitration Final Award without change. Nothing in this paragraph will prevent either party from proposing and/or agreeing to items as a “package”.

B. Interest Arbitration Board

1. Board Composition

- a. The Interest Arbitration Board (Board) will be comprised of five (5) members, one (1) selected by the Association, one (1) selected by the Company, (“the parties’ representatives”) and three (3) neutral members, selected in accordance with the paragraphs below.
- b. Such selection will be made on or before February 29, 2016.

2. Board Selection Process

In order to select the three (3) neutral members, the parties will endeavor to agree on a mutual selection. Barring mutual agreement on the selection, the below procedure will be followed to select the three (3) neutrals.

- a. All neutrals shall be members of the National Academy of Arbitrators.
- b. The Association and the Company shall each select one neutral to sit on the panel. The two (2) arbitrators selected shall then be charged with agreeing on one (1) additional arbitrator to join them on the five (5) member panel as an equal to hear and decide the resolution of the issues submitted before the panel.

AFA-American Eagle Contract 2012

- c. The third arbitrator selected shall serve as the Chairperson of the panel and shall perform all of the administrative duties required by the panel.
- d. The arbitrators shall be advised of and adhere to the timelines contained in this Letter of Agreement and the number of hearing days provided for. Each arbitrator's confirmation shall be contingent upon acceptance of the terms and timelines of this Letter of Agreement. Any neutral who must withdraw will be replaced in the manner in which she/he was placed on the panel.
- e. The salary and expenses of the arbitrators, including any cancellation fees in the event a negotiated agreement is reached, and any transcript costs shall be borne by the Company. The Company shall provide the meeting room facilities.

C. Submission of Items to the Board

1. Each party may submit no more than five (5) single, separate and specific proposed changes to the Agreement of interest arbitration. Examples of such changes:
 - a. "trip rig", "duty rig" or "minimum day" (but not "rigs"); or
 - b. "eliminate all PVD touching legs" (but not "eliminate all touching legs"); or
 - c. "reduce number of pounds of household goods which can be moved at Company expense" (but not "reduce moving expenses");
 - d. "percentage increase to rates of pay" (but not "increase pay").
2. Such changes may consist of single, separate and specific changes to provisions currently in the CBA and/or new single, separate and specific provisions, provided that the aggregate number of specific provisions submitted by each party may not exceed five (5).
3. If there is any dispute over whether or not an item represents only a single and separate item, the Board will have jurisdiction to decide that dispute prior to the hearing.
4. The parties will submit to the Board the single, separate and specific last offer or positions made by each of the parties on the remaining open issues, identified and limited as described in paragraphs 1. and 2. above. The Board will be limited in its award to the open issues presented and the award must be within the limits set by the offers or positions of the parties, and must embody and reflect the industry average of the regional carriers as defined in D. below.
5. The award will be subject to provisions of the Duration Section of the CBA.

D. Standard for Award

1. The standard, or "benchmark", used by the Board in determining resolution of the items submitted to it shall be the two large regional carriers with the most competitive labor costs, with Flight Attendant populations similar

AFA-American Eagle Contract 2012

to American Eagle's, operating at least 200 aircraft of similar equipment type as the Company, within the seat range of aircraft operated by the Company. No airline that is in bankruptcy, as of November 1, 2015 may be used in this analysis. A bankruptcy filing by an airline after November 1, 2015 shall not be a cause for its exclusion from this analysis. The parties will endeavor to agree on the carriers to be used by the Board. If the parties cannot reach agreement, the decision of defining the two carriers shall be decided by the Board and the decision shall be final.

2. The basis for adjustments to the contract provisions during this Amendment Round will be American Eagle's Flight Attendant cost position relative to the average of the total flight attendant costs at the comparative carriers in paragraph 6. above. Included in the study will be the total flight attendant wages, benefits, work rules and longevity.
 - a. This shall be determined by a combination of the appropriate application of such carriers' contract elements or terms of employment to Eagle's Schedule of flying and population and the application of Eagle's pay rates and contract elements to the average of the comparative carriers' flight attendant seniority.

E. Arbitration Hearing

1. No later than ten (10) days after the submission of the issues dispute for final and binding interest arbitration, the arbitrators shall convene a telephonic prehearing to set the date for the commencement of the hearings. The hearings shall be held at a location mutually agreed to by all five (5) members of the Board. The arbitrators shall establish the order of presentation of evidence and determine any other procedural matter that they believe shall be conducive to a just and orderly resolution of the issues in dispute.
2. Subject to the schedule of the arbitrators and counsel, the Board shall commence the hearing on the dispute as soon as possible, but no earlier than thirty (30) days and no later than sixty (60) days after submissions of the issues to be resolved.
3. The Chairperson of the Board shall schedule a total of five (5) full days (preferably consecutive) of hearings. The hearing days shall be allocated equally to permit each party to present its case and cross-examine the other party's case. The Board may extend the hearing as it deems necessary and may afford additional time to the parties, if in the sole judgment of the Board, one party has had less than a full and fair opportunity to submit its evidence relative to the opportunity of the other party.
4. Closing arguments may be oral and given at the conclusion of the hearing upon the agreement of the parties.

F. Arbitration Award and Jurisdiction

1. The Board shall have the jurisdiction to decide all individual items submitted to it within the range of the positions of the parties on each item.

AFA-American Eagle Contract 2012

2. The Board shall issue a written, draft award. Such award shall be reviewed by the Board prior to the issuance of the Final Award.
3. The Board shall issue its final, written decision, which shall be binding on all parties, no later than sixty (60) days after the submission of the items.
4. The Board shall retain jurisdiction to resolve any disputes over the interpretation or application of the Final Award. Any such dispute must be submitted to the Board within sixty (60) days after knowledge of the dispute arises. The Board shall decide what procedures shall be applied for the expeditious resolution of such disputes. This provision compels both parties to willingly engage in the dispute resolution process inherent in the retained jurisdiction.

IN WITNESS WHEREOF, the parties hereto have signed this Letter of Agreement on this ____ day of July, 2012.

FOR AMERICAN EAGLE AIRLINES, INC.

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

Linda Kunz

Vice President – Flight Service

Veda Shook

International President

Robert Barrow, MEC President

Debora Sutor, Negotiating Committee Chair

Paula Mastrangelo, Staff Negotiator

AFA-American Eagle Contract 2012

SIDELETTER – T

LETTER OF AGREEMENT

between

AMERICAN EAGLE AIRLINES, INC.

and the

FLIGHT ATTENDANTS

in the service of

AMERICAN EAGLE AIRLINES, INC.

as represented by the

ASSOCIATION OF FLIGHT ATTENDANTS - CWA, AFL-CIO

IMPLEMENTATION AGREEMENT (CIC)

THIS LETTER OF AGREEMENT is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, by and between American Eagle Airlines, Inc. (hereinafter referred to as the "Company"), and the Flight Attendants in the service of American Eagle Airlines, Inc., as represented by the Association of Flight Attendants-CWA, AFL-CIO (hereinafter referred to as the "Union").

WHEREAS the Company and the Union have reached agreement upon a collective bargaining agreement (hereinafter referred to as the "Agreement");

NOW THEREFORE, the parties agree as follows:

For purposes of this Letter of Agreement, the Date of Signing (DOS) will be the implementation date for the agreed upon changes to the Agreement as outlined in the 1113(c) Me-Too Protections letter dated July 26, 2012.

The parties agree that upon ratification by the Union membership, a Contract Implementation Committee (CIC) will be created, the purpose of which is to ensure the Agreement is implemented consistent with the intent of the parties and to quickly resolve issues relating to implementation.

- a. The CIC will consist of at least three (3) members chosen by management, and at least three (3) members chosen by the Union. The members must include participants in the direct discussions during the negotiations period. Either side may allow staff or other representatives to participate.
- b. The jurisdiction of the CIC will be limited to resolving implementation issues and those issues concerning any new side letters and new or amended provisions.
- c. The CIC will meet as necessary, at either party's request, commencing with the ratification of the Agreement. The meetings will continue until the Agreement is fully implemented but no later than June 30, 2014. At that time the jurisdiction of the CIC will cease unless it is extended by mutual agreement.

AFA-American Eagle Contract 2012

- d. Discussions of the CIC are considered to be confidential. Neither party will discuss, publish or otherwise disclose the proceedings of any CIC session other than to report that a matter has been considered. Upon resolution of a matter, both parties will be free to report to their respective constituencies as they deem applicable. Should a matter not be resolved, both parties agree that the only information to be disseminated was that no resolution was achieved.
- e. If an issue submitted to the CIC is unresolved after the earlier of:
 - 1.) being discussed at three (3) separate CIC meetings prior to June 30, 2014;
 - 2.) impasse is mutually declared;
 - 3.) ninety (90) days have passed since the issue was first raised with the CIC.

The time limits set forth in Section 21.B. of this Agreement will be deemed to begin. Either party may submit such issue for resolution under Sections 21 and 22 of this Agreement. The actions of the CIC will not be subject to review under Sections 21 and 22 of this Agreement.

- f. Any remedy pursuant to a contractual interpretation implemented pursuant to a decision of the Contract Implementation Committee may be retroactive to the date on which the issue was first raised with the committee. In the absence of mutual agreement to commence a remedy to the date on which the issue was first raised with the committee, the parties agree that the Association may seek retroactive remedy to the date on which the issue was first raised with the CIC, or thirty (30) days prior to the filing of a grievance, whichever earlier.

IN WITNESS WHEREOF, the parties hereto have signed this Letter of Agreement on this 26th day of July, 2012.

AGREED:

FOR:
AMERICAN EAGLE AIRLINES, INC.

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

Linda Kunz
Vice President, Flight Service

Veda Shook
International President

Robert Barrow
MEC President

Debora Sutor
Chairperson, Negotiating Committee

Paula Mastrangelo
Staff Negotiator

AFA-American Eagle Contract 2012

AFA-American Eagle Contract 2012

SIDELETTER – U

December __, 2012

Robert Barrow
AMR MEC President
Association of Flight Attendants-CWA, AFL-CIO
6250 North River Road, Suite 4020
Rosemont, IL 60018

Subject: **Administrative Expense Claim and Bankruptcy Protections**

Dear Mr. Barrow:

This Letter of Agreement is between American Eagle Airlines, Inc. and Executive Airlines, Inc. (collectively “Eagle” or “the Company”) and the Association of Flight Attendants-CWA, AFL-CIO (“AFA”).

The modifications to the collective bargaining agreement between the Company and AFA (the “CBA”) reached in connection with the Company’s Chapter 11 Restructuring embodied in the Ratified Agreement dated September 7, 2012 (the “Ratified Agreement”) were agreed to in furtherance of the Company’s effort to restructure its capital structure and operations.

This Letter of Agreement will be binding on any Chapter 11 trustee that may be appointed in the Company’s pending cases under Chapter 11 of the United States Bankruptcy Code entitled In re AMR Corporation, et al., Chapter 11 Case No. 11-15463(SHL) (the “Chapter 11 Cases”), or other entity operating with the equivalent authority of a Chapter 11 trustee.

For purposes of this Letter of Agreement, the term “Debtors” shall include Eagle, American Airlines, Inc., AMR Corporation and all their affiliated entities that are debtors in the Chapter 11 Cases.

The Company and AFA agree as follows:

1. Effective Date.

- A.** This Letter of Agreement shall not become effective until the Ratified Agreement and this Letter of Agreement are approved by an order of the United States Bankruptcy Court for the Southern District of New York which order has not been stayed.
- B.** It is expressly understood and agreed that if the Effective Date does not occur, all of the terms contained in this Letter of Agreement are inapplicable and will be of no force or effect. At such time as the Effective Date occurs but prior to the approval of any Plan of Reorganization in these Chapter 11 Cases, this Letter of Agreement shall constitute a binding and enforceable post-petition agreement between AFA and the Company.

- 2. Administrative Claim for Fees and Expenses.** AFA shall have an allowed administrative expense claim of \$500,000 as of the Effective Date (“AFA Allowed Administrative Expense Claim”) to be utilized to reimburse AFA for all reasonable fees and expenses incurred by AFA lawyers, professionals, investment bankers, financial advisors and experts, and other reasonable expenses incurred, in the Chapter 11 Cases in connection with the negotiations related to the collective bargaining agreement between Eagle and AFA, this Letter of Agreement, and Plan of Reorganization (the “Fees and Expenses”). The AFA Allowed Administrative Claim, however, shall not include any Fees or Expenses (a) incurred with respect to AFA’s opposition to any Company motion filed pursuant to 11 U.S.C. 1113; or (b) incurred with respect to any services rendered in connection with consideration or pursuit of any potential third party purchaser of the Company or merger partner (including but not limited to US Airways). Any amount, in cash, remaining from the AFA Allowed Administrative Expense Claim after payment of

AFA-American Eagle Contract 2012

Fees and Expenses (such remaining amount, the "Grievance Remedy Amount"), may be used by AFA in respect of grievances settled and extinguished pursuant to this Letter of Agreement.

3. **Indemnification.**

- A.** The Company will indemnify and hold harmless AFA and its current or former (a) members, (b) officers, (c) directors, (d) committee members, (e) employees, (f) advisors, (g) attorneys, (h) accountants, (i) investment bankers, (j) consultants, (k) agents, (l) actuaries, (m) financial advisors, (n) professionals, (o) agents and (p) other representatives (each an "Indemnity") from fifty percent of any liability, loss, damages, fines, penalties, taxes, expenses, and costs (not including any income or excise taxes or similar amounts imposed by any governmental agency) relating to, concerning or resulting from any and all third party claims, lawsuits, or administrative charges of any sort whatsoever, including fifty percent of the reasonable attorney's fees and costs, arising in connection with matters relating to, concerning or connected to the negotiation or establishment of (a) the Ratified Agreement and this Letter of Agreement, and (b) any other document or agreement forming part of the Ratified Agreement and this Letter of Agreement. This fifty-percent sharing arrangement will exist until AFA's financial exposure reaches \$1 million. Any exposure exceeding \$1 million will be the responsibility of the Company.
- B.** Such indemnification and hold harmless obligation will not apply to: 1) any claim, lawsuit or administrative charge resulting from the willful or intentional conduct of any Indemnity; 2) any claim, lawsuit or administrative charge asserting that AFA violated its By-Laws or other organizational requirements by entering into the Ratified Agreement and this Letter of Agreement; 3) any claim, lawsuit or administrative charge resulting from any statement made by any Indemnity that incorrectly describes the Ratified Agreement or Letter of Agreement or the modifications made thereby; 4) any claim, lawsuit or administrative charge related to allocation among Eagle employees represented by AFA of any proceeds or distribution received in connection with the AFA Allowed Claim (as defined in paragraph 6 below); or 5) any claim, lawsuit or administrative charge related to any disposition by AFA or employees represented by AFA to third parties of the AFA Allowed Claim or any Proceeds (as defined in paragraph 6 below) or distribution received in connection therewith or on account thereof.
- C.** An Indemnity seeking to be indemnified and held harmless pursuant to this paragraph must provide to the Company written notice within seven (7) business days of the Indemnity learning of the claim, lawsuit or administrative charge as to which the Indemnity seeks to be indemnified and held harmless. The Company will have the right to conduct the defense of such matter with counsel of the Company's choosing and enter into a settlement of such matter. The Company will give reasonable consideration to the wishes of the Indemnity in connection with the matters described in the foregoing sentence.

- 4. Exculpation.** The Company agrees that it will not propose or support any Plan of Reorganization that does not contain an exculpation or release provision for AFA and each of its current or former members, officers, directors, committee members, employees, advisors, attorneys, accountants, actuaries, investment bankers, consultants, agents and other representatives at least as favorable as any exculpation or release provisions provided for the Company's officers, directors, employees, advisors, attorneys, accountants, actuaries, investment bankers, consultants, agents and other representatives.

- 5. Bankruptcy Protection.** From the date of this Letter of Agreement until a date three (3) years from the date of this Letter of Agreement, the Debtors will not file or support any motion ("Motion") pursuant to 11 U.S.C. Sections 1113, 1113(e), or any other relevant provision of the Bankruptcy Code, seeking rejection or modification of, or relief or interim relief from, the Ratified Agreement or this Letter of Agreement and the finalized documents implementing the Ratified Agreement or this Letter of Agreement. The Debtors will actively oppose any such Motion if filed by another party.

Notwithstanding the foregoing, the Debtors reserve the right to file or support any Motion if there is a material deterioration in the Company's financial condition or financial prospects, whether because of general economic conditions or otherwise. All requirements and provisions of Section 1113 will also remain applicable to any such

AFA-American Eagle Contract 2012

Motion. AFA reserves its right to object to such Motion and nothing in this Letter of Agreement shall be construed as an agreement by AFA to such modifications or relief.

6. AFA Settlement Consideration As AFA Allowed Claim.

- A.** In recognition of the Ratified Agreement and in full and complete satisfaction of any and all claims (excluding grievances, disputes, and pending or potential grievances, in each case, set forth in Exhibit 1 hereto, and any litigation associated with any such item set forth in Exhibit 1) AFA has or might arguably have, on behalf of itself or any Flight Attendants represented by AFA pursuant to the Railway Labor Act (“RLA”) and the terms of the CBA, against the Debtors (or any of them) in the Chapter 11 Cases, and subject to the approval of the Court, AFA, on behalf of the flight attendants it represents, will have an allowed general, unsecured prepetition non-priority claim under section 502 of the Bankruptcy Code in the American Airlines, Inc. Chapter 11 Case (Case No. 11-15464) in the amount of \$4.6 million not subject to reconsideration under section 502 of the Bankruptcy Code or otherwise (the “AFA Allowed Claim”; and any equity and other consideration received in respect of the AFA Allowed Claim or the proceeds of one or more permitted sales of the AFA Allowed Claim or such equity or other consideration are collectively referred to as the “Proceeds”). The AFA Allowed Claim and any Grievance Remedy Amount fully, finally, and completely extinguish any and all claims, interests, causes or demands (including any and all grievances, excluded grievances, disputes, and pending or potential grievances set forth in Exhibit 1 hereto, and any litigation associated with any such item listed in Exhibit 1) AFA has or might arguably have, on behalf of itself or the Flight Attendants represented by AFA pursuant to the RLA or arising under or in connection with the CBA, against the Debtors (or any of them) arising prior to July 27, 2012.
- B.** The Company and AFA will discuss in good faith whether, and if so on what terms, a portion of the AFA Allowed Claim shall be in the form of cash or debt (based on the value of the claim otherwise to be received).
- C.** AFA will be solely responsible for determining how the AFA/Flight Attendant Allowed Claim, any Grievance Remedy Amount, and any Proceeds will be distributed among Eagle Flight Attendants. The Company will reasonably cooperate with AFA in establishing a mechanism for the distribution of the AFA/Flight Attendant Allowed Claim, any Grievance Remedy Amount or Proceeds, but will not have any responsibility or liability for the distribution of the AFA/Flight Attendant Allowed Claim, any Grievance Remedy Amount, or any distribution to individual Flight Attendants, and the Company will not be required to make any distribution itself to individual Flight Attendants. The AFA/Flight Attendant Allowed Claim, the Grievance Remedy Amount and the Proceeds will be property of Eagle Flight Attendants represented by AFA (subject to such allocation and distribution referenced in this paragraph) and not property in which AFA itself has any beneficial interest. It is the Company’s understanding and AFA has advised the Company that AFA will make allocation decisions regarding the AFA/Flight Attendant Allowed Claim and any distributions in accordance with AFA policy.
- D.** AFA further agrees that the AFA Allowed Claim may not be assigned or transferred (including the granting of any participation) prior to the effective date of a plan of reorganization, except with the express written consent of Eagle, exercised in its sole discretion.

- 7. Alternative Settlement Consideration.** To the extent the Company agrees to provide settlement consideration in the form of equity or other value (other than the amount of the allowed administrative expense claim provided for in Paragraph 6. above, (“Settlement Consideration”) to any other labor union at Eagle that is in excess of the AFA/Flight Attendant Allowed Claim when compared to the size and payroll of such other union, the Company agrees to meet with AFA and negotiate in good faith for the provision of Settlement Consideration to AFA on the same relative terms and basis. For the avoidance of doubt, any such Settlement Consideration for AFA would be in lieu of the AFA/Flight Attendant Allowed Claim in Paragraph 6., if such Settlement Consideration would exceed the value of the AFA Allowed Claim, and the provisions of Paragraph 6. would not apply to any such Settlement Consideration for AFA unless specifically agreed in such negotiations thereon.

AFA-American Eagle Contract 2012

8. **Court Approval.** With the full and active support of AFA, the Company will file and execute a motion for approval and assumption of the CBA(s) contemplated by the Ratified Agreement and this Letter of Agreement under sections 363 and 105 of the Bankruptcy Code and any other applicable sections thereof. Both the motion and the proposed order attached thereto (the "363 Order") shall be in form and substance reasonably acceptable to AFA. Both the Company and AFA will use their reasonable best efforts to obtain the support of the Official Committee of Unsecured Creditors and other parties and stakeholders for the Ratified Agreement, including this Letter of Agreement, and to seek entry of the "363 Order".
9. **Superseding Effect.** This letter entirely replaces and supersedes the prior letter dated July __, 2012 between Eagle and AFA bearing the subject "Administrative Expense Claim and Bankruptcy Protections", which prior letter, upon the date of execution by Eagle and AFA of this Agreement, shall have no further force or effect.

IN WITNESS WHEREOF, the parties hereto have signed this Letter of Agreement on this ____ day of December, 2012.

FOR AMERICAN EAGLE AIRLINES, INC.

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

Cathy McCann Human Resources

Veda Shook
Vice President International President

Beverly K. Goulet
Vice-President, Corporate Development and Treasurer
American Airlines, Inc.
On behalf of American Airlines, Inc.
solely for the purpose of binding American Airlines, Inc.
to the first sentence of Paragraph 6 of this
Letter of Agreement and to no other provision.

Robert Barrow
MEC President

Debra Sutor
Chairperson, Negotiating Committee

Linda Kunz
Vice President – Flight Service

Armando Ramos
Negotiating Committee Member

John Grace
Negotiating Committee Member

Paula Mastrangelo
Staff Negotiator

AFA-American Eagle Contract 2012

SIDELETTER – V

LETTER OF AGREEMENT
between
AMERICAN EAGLE AIRLINES, INC.
EXECUTIVE AIRLINES, INC.
and the
Flight Attendants
in the service of
AMERICAN EAGLE AIRLINES, INC.
EXECUTIVE AIRLINES, INC.
as represented by
THE ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO

Dispute Resolution Process for “Included” Claims to the 1113 Administrative Claim Letter of Agreement

THIS LETTER OF AGREEMENT is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, by and between AMERICAN EAGLE AIRLINES, INC. (“Company”) and the Flight Attendants in the service of the Company, as represented by the ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO (“Association”).

WHEREAS the Company and the Association have agreed to a supported Administrative Claim in accordance with the 1113 Administrative Claim Letter of Agreement;

WHEREAS, as a condition of that Letter of Agreement, and with the exception of those claims listed on Exhibit 1 attached to the 1113 Administrative Expense Claim and Bankruptcy Protections Letter of Agreement, the parties have agreed to resolve all grievances not expressly excluded by the 1113 Administrative Claim Letter of Agreement and filed by the Association prior to July 27, 2012. These shall be considered the “Included Claims”.

NOW THEREFORE, the following process will be employed to reach final disposition of the Included Claims:

1. The parties will meet and agree on the list of Included Claims and attempt to reach accord on the final disposition of each grievance.
2. Any grievance left unresolved will be processed through the Grievance Mediation procedure already employed by the Association and the Company. The parties will employ the assistance of a National Mediation Board Mediator for this purpose.

AFA-American Eagle Contract 2012

3. Those grievances which remain unresolved after being discussed in Grievance Mediation may be submitted by the Association to the Expedited Arbitration Procedure outlined in Side Letter Q of this Agreement, attached hereto.
4. It is the intent of the Association and the Company to complete the Expedited Arbitration Procedure promptly by scheduling consecutive days of hearings and slotting multiple cases per day as allowed for per Side Letter Q of this Agreement.
5. It is understood that any grievance remedy that is paid to a Flight Attendant for any of the Included Claims, whether through direct agreement between the parties, through Grievance Mediation, or resulting from an Expedited Arbitration award, shall be paid from funds realized from the provisions outlined in the 1113 Administrative Expense Claims and Bankruptcy Protections Letter of Agreement. The amount of any such payment may be adjusted at the sole discretion of the Association depending on the proceeds realized from the unsecured claim.

IN WITNESS WHEREOF, the parties hereto have signed this Letter of Agreement on this 27th day of February, 2013.

FOR AMERICAN EAGLE AIRLINES, INC.

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

LINDA KUNZ DATE
Vice President-Flight Service

ROBERT BARROW DATE
Master Executive Council President

AFA-American Eagle Contract 2012

SIDELETTER – W

LETTER OF AGREEMENT

between

AMERICAN EAGLE AIRLINES, INC.

and the

Flight Attendants

in the service of

AMERICAN EAGLE AIRLINES, INC.

as represented by

THE ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO

Implementation Bankruptcy Agreement and Disposition of Side letters

This Agreement is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, between American Eagle Airlines, Inc. (hereinafter referred to as the "Company") and the Flight Attendants in the service of the Company, as represented by the Association of Flight Attendants-CWA, AFL-CIO (hereinafter referred to as the "Association").

NOW THEREFORE, it is mutually agreed to and understood by and between the parties to this letter of agreement regarding the implementation schedule of the provisions enumerated below from the bankruptcy Agreement ratified by the Flight Attendants on September 7, 2012.

Section 8: Scheduling

8.K.2.c. – This provision is applicable to Hybrid Line holders.

Section 10: Vacation

10.M.2. – PVD's which will be deducted from vacation blocks scheduled in the calendar years 2013, 2014 and 2015 may not be deducted from an Unpaid block of vacation.

Section 11: Sick Leave

Sick Time Transition Implementation

1. On January 1, 2013 Flight Attendants will have all accrued sick time, earned in 2012, deposited into their sick bank for immediate use.

AFA-American Eagle Contract 2012

2. From January 1, 2013 through June 30, 2013, a Flight Attendant's sick bank will be credited with two hours and thirty minutes (2:30) of paid sick time on a monthly basis for each month in which they were on active payroll for 15 or more days.
3. Monthly sick time accruals will be deposited into each eligible Flight Attendant's sick bank on the first day of the bid month following a qualifying month, as outlined in paragraph 2. above.
4. On July 1, 2013, the Company will calculate each Flight Attendant's pay credit hours earned from January 1, 2013 through June 30, 2013. The table in Section 20.C.3.b. of this Agreement will then be used to determine a Flight Attendant's entitlement to full/partial sick leave accrual beginning July 1, 2013 and for each month thereafter. The qualifying active payroll provision outlined in paragraph 2. above shall no longer apply.
5. For all subsequent years the period of accrual shall be the period from July 1st through June 30th for benefits eligibility for the following year.
6. New Hires:
 - a. Flight Attendants hired in 2012 will be credited with two hours and thirty minutes (2:30) of paid sick time for each month (or pro-ration thereof) they were on active payroll for 15 or more days in the year 2012. Such time will be deposited into their sick bank for immediate use on January 2013. (Current Collective Bargaining Agreement)
 - b. From January 1, 2013 through June 30, 2013, a (new hire) Flight Attendant's sick bank will be credited with two hours and thirty minutes (2:30) of paid sick time on a monthly basis for each month in which they were on active payroll for 15 or more days.
 - c. New Flight Attendants hired in any year between the dates of July 1st and June 30th of the following year, will use the pro-ration table in Section 20.C.3.b. of this Agreement to determine their full/partial sick leave accrual credit entitlement scheduled to begin July 1st of that same year and continue through June 30th of the following year.
 - d. A new hire Flight Attendant will accrue monthly sick leave credit during the probationary period; however, she/he may not use such accrued leave until she/he has completed the first six (6) months of service.

Example: A Flight Attendant hired October 1st, 2013 will accrue 2:30 hours of sick leave per month. After the completion of probation on April 1, 2014 that Flight Attendant will be credited with 9 hours of sick leave which will be immediately available for use. She/he will continue to accrue 2:30 hours each month thereafter through June 30th, 2014. On July 1, 2014 the Company will calculate the Flight Attendant's pay credit hours earned from October 1, 2013 through June 30, 2014. This Flight Attendant will have 9 months of active service on June 30, 2014. Therefore, using the table in Section 20.C.3.b. of this Agreement, this Flight Attendant must have earned a minimum of 405 pay credit hours to earn full time sick leave benefits and 262:30 pay credit hours for partial sick leave benefits to be credited each month beginning in July 2014.

AFA-American Eagle Contract 2012

Section 12: Uniforms

Uniform Points Implementation

1. On January 1, 2013 a Flight Attendant will be credited with 12 uniform points.
2. Beginning July 1, 2013 the Company will calculate each Flight Attendant's pay credit hours earned from January 1, 2013 through June 30, 2013. The table in Section 20.C.3.b. of this Agreement will then be used to determine a Flight Attendant's entitlement to full/partial uniform point accrual and the appropriate number of points shall be credited to each eligible Flight Attendant beginning January 1, 2014 and in accordance with Section 12.C.1. of this Agreement.
3. For all subsequent years the period of accrual shall be the period from July 1st through June 30th for benefits eligibility for the following year.
4. Flight Attendants hired after January 1st of any calendar year will have their benefit eligibility hours, as cited in Section 20.C.3.b. of this Agreement, pro-rated using a calculation of measure from the time they are placed on active payroll through June 30th of the same year.

Section 20: Insurance

The period of credit hour accrual shall be the period from January 1, 2013 to June 30, 2013 for benefits eligibility commencing January 1, 2014 and the credited hours shall be prorated using the table in Section 20.C.3.b. of this Agreement.

Scheduled Implementation Schedule:

Section	Item	Scheduled Implementation Date
4	Compensation	
4.A.2.	Longevity Pay	1-Jan-13
4.E.	Deadheading Pay (50% pay)	1-Jan-13
4.F.4.	Reserve OT Pay	1-Jan-13
5	Expenses	
5.A.1.	Per diem	1-Jan-13
5.B.1.	Parking/Public Transportation	1-Jan-13
7	Hours of Service	
7.D.2.a-b.	Golden Days swap/trade	1-Jan-13
7.E.1.a.	Comp Rest Programming (must start)	1-Feb-13
7.E.3.a.	Rest out of domicile	1-Jan-13
8	Scheduling	
8.2.	Bid Package (RBL, Hybrid Lines)	1-Feb-13

AFA-American Eagle Contract 2012

8.C.2.	Reserve Line Construction	1-Feb-13
8.C.3.	Reserve Block Lines	1-Feb-13
8.C.4.	Hybrid Lines (Pay)	1-Feb-13
8.D.3.	Bid Committee (24 hours)	1-Jan-13
8.E.9.	Bid Award Error	1-Jan-13
8.G.2.	Known Open Time	1-Jan-13
8.F.7.	Managers Picked up OT	1-Jan-13
8.J.10.	OE from another Base	1-Jan-13
8.J.11.	Jet-bridge Transaction	1-Jan-13
8.N.	Order of Assignments	1-Jan-13
8.O.3.	Junior Manning	1-Jan-13
8.O.5.	JM/EX add EX Volunteer List	1-Jan-13
8.R.1.a.	Crew Scheduling Recording (60 Days)	1-Jan-13

9 Reserve

9.C.2.a.	Credit Reserve Codes	1-Jan-13
9.E.	Two (2) hour call out	1-Jan-13

10 Vacation

10.A.2.	Vacation Accrual Posted Online	Completed 11/1/12
10.B.	Annual Vacation Bid	Completed 11/1/12
10.D.1.	Vacation Pay-Touching Leg Unpaid	1-Jan-13
10.D.3.	Flying during Vacation (monthly email)	1-Jan-13
10.G.2.e.	Day Trips-Slide	1-Jan-13
10.G.3.	Reserve Slide	1-Jan-13
10.H.1.b.	Vacation Conflicts (touching leg)	1-Jan-13
10.N.	PO (1%)	1-Jan-13

11 Sick Leave

11.A.	Accrual	1-Jan-13
11.J.	Sick Donation	1-Jan-13

12 Uniforms

12.C.	Point System	1-Jan-13
	Remove Cleaning Allowance	1-Jan-13

14 Seniority

14.B.1.b.	Print Seniority–Appendix C	Include In Final Printing
-----------	----------------------------	---------------------------

15 Filling of Vacancies

15.B.3.a.	TDY while on VC	1-Jan-13
-----------	-----------------	----------

18 Leave of Absence

18.B.1.a.	Bereavement Days	1-Jan-13
18.D.5.	Medical Leave Duration	Implemented

19 Training

19.A.1-4.	Training Dates Published Online	1-Jan-13
19.C.	Touching Legs Pay	1-Jan-13
19.H.3.	In Domicile Hotel	1-Jan-13
19.N.	Distance Learning	1-Feb-13
19.Q.	Training Failures	1-Jan-13

AFA-American Eagle Contract 2012

20	Retirement, Insurance and Benefits Qualifications	
20.C.	Benefits Qualification	1-Jan-13 – 30-Jun-13
23	Union Security and Dues Check-Off	
23.L.	Pegasus Program	1-Jan-13
26	Safety and Health	
26.D.1.c.	Hygienic and Sanitary Safety Demo	1-Jan-13
31	Report to Work and CP Policy	1-Jan-13
34	Hotels	1-Jan-13
34.D.	Hotel Standards	1-Jan-13
Sideletters		
M.	PBS	TBD
N.	Profit Sharing Plan	1-Jan-13
Q.	Expedited Arbitration	1-Jan-13
R.	Early Out	Completed
T.	CIC	1-Jan-13
V.	Implementation of Agreement Provisions	TBD
W.	1113 Administrative Claim	TBD

Disposition of Side letters

SIDE LETTERS TO ADD/RETAIN:

ASAP (retain) ... new SL L.

TTOT Side Letter [A1] paragraph AA – any changes to TTOT must be negotiated. Need to affect another LOA with this paragraph.

SL A – (Retention of company seniority)

SL B – deleted (incorporated into 1.E.2.)

SL C – (employment consideration)

SL D – re-write: If American Eagle acquires a/c with a spare jumpseat; the priority with that jumpseat will be for American Eagle Flight Attendants.

SL E – (SJU early vacation pay) - delete

SL F – (SJU Christmas Bonus) - delete

SL G – deleted – obsolete

SL H – me-too w/pilot Junior Manned pay put in 8.O.6.

SL J – deleted – obsolete

SL K – deleted – moved raises into Section 4

SL L – (CIC SL) – delete and replace w/new CIC LOA SL T

SL M – (Boston Parking) delete

SL N – (Fatigue) Delete – moved to 26.M.

SL O – (Overtime make up) delete – moved to 8.L.6.

SL P – (Airport Standbys – no extensions) – delete - moved to 8.O.1.b.

AFA-American Eagle Contract 2012

- SL Q – (critical incident) – delete - moved to Section 32.
- SL R – (Cuba Flying) – delete – moved to 30.G.
- SL S – (bottled water) – delete – moved to 26.D.1.a.
- SL T – (Anticipated misconnection) – Leave as SL – reference in contract in Section 8.F.8.
(new) To reclaim flying when a misconnect is anticipated, see SL D.
- SL U – (SJU maternity benefits) retain new SL E.
- SL V – (Cleaning A/C) - delete – moved to 26.L.1.a.
- SL W – (Prior Knowledge of Rest/Days Off in domicile) – delete – moved to 7.E.1.a.
- SL X – (Standby Reserve) delete – moved to Section 9 – placed at the end
- SL Y – (Late Report) – delete – moved to Section 31 – Commuter Policy
- SL Z – (Uniform Cleaning Allowance – Simmons) – delete
- SL AA – (Assignment to New Flying when 2 FA crew loses time) – delete – moved to 8.F.5.
- SL BB – (PM Airport Reserve) – delete – moved to 9.F.4.
- SL CC – (Line value, Trip Trades) – delete – moved to 2.OO.
- SL DD – (TDY bidding/awarding) – delete – moved to 15.B.
- SL EE – (A12 travel for pick-ups out of domicile) – delete – moved to 8.M.1.a.
- SL FF – (Personal LOA, non-probationary) – delete – moved to 18.A.1.
- SL GG – (PO cap) – delete – incorporate #1 into 10.N.1.a.
- SL HH – (Assignment to new flying when notified > 24 hours prior) – delete –moved to 8.F.6.
- SL II – (Return to Domicile Extension) – delete – moved to 8.O.2.
- SL JJ – (PE days) – delete – moved to 10.O.1.
- SL KK – (SJU Christmas Bonus) – delete
- SL LL – (Calculation of Per Diem for Special Assignment) – delete – moved to 5.A.4.
- SL MM – (Trip Trade out of domicile for Union biz) – delete – moved to 24.D.6.
- SL NN – (Voluntary waiver of Required Rest following an Extension) -delete moved to 8.O.1.g.
- SL OO – (Redacted Complaint Letter)-delete #1 moved to 27.B.2.b.; #2 moved to 22.M.1.
- SL PP – (Repaying an Overpayment)-delete moved to 4.M.- 4.M.3. corrected on payment amount
- SL QQ – (DTS) – delete – made obsolete by TTOT SL.
- SL RR – (Critical Coverage Pay) – delete – moved to 8.O.8.a.

Disposition of Side Letters Outside of the Agreement

- SL A1 – delete– Everything incorporated already – Except for paragraph #2 which was inserted into 4.C.3.
- SL B1 – delete – moved to 15.A.5.
- SL C1 – delete – already incorporated into 17.A.2.h. and 17.B.2.j.
- SL D1 – delete – Hotel w/o water moved to 34.E.
- SL E1 – delete – (Displacement/Vol furlough) moved to Section 17

AFA-American Eagle Contract 2012

SL F1 – redo as in Section 24 – (FPL for Union biz) partially moved to Section 24 except CIC component which must be addressed in new CIC SL.
SL G1 – delete – (series of emails: OT flyback on PU/UU) – moved to 24.D.4.
SL H1 – delete – (Paper-bidding/unpaid trip drops) – moved to 24.D.2.b.
SL I1 – delete – (Unpaid union drops) – moved to 24.D.3.
SL J1 – delete – (Straight bill FPL) – moved to 24.D.2.c.
SL K1 – delete – (Union drops) – moved to 24.D.1.a-b.
SL L1 – delete – (Relax restriction of Trip Drops) – obsolete
SL M1 – delete – (Reserve Order of Assignment) – moved to 9.C.4.e. and 8.O.3.b.iii.
SL N1 – delete – (Precursor to TTOT LOA) – obsolete
SL O1 – delete – (Treatment of voluntarily furloughed BOS FAs) - obsolete
SL P1 – keep as a side letter – but need to change site references in SL – [8.D.2.a. should be 8.F.2.a.]
SL Q1 – delete – (CUBA SL) – obsolete – replaced with new CUBA LOA
SL R1 – delete – covered in new definition of Positive Contact
SL S1 – delete – (NY domicile min reserve call out) – moved to 29.I.
SL T1 – delete – (Travel on PO days) – moved to 10.N.9.
SL U1 – delete – (Domicile Transfer Award Date) – moved to 15.A.2.b.
SL V1 – delete – (A12 travel for SB meetings) – moved to 22.H.
SL W1 – delete – (FA ability to copy medical file) – moved to 28.D.
SL X1 – delete – (Travel to Training) – moved to 19.G.
SL Y1 – delete – (Automatic External Defibrillators Indemnification) – moved to 26.O.
SL Z1 – delete – (Arbitration Award – Vacation/FMLA) – moved to 18.G.7.
SL AA1 – delete – (series of letters – FMLA paper bid) – moved to 8.E.7. (General statement – any leave with pay, FA can paper bid) and 18.G.5. (FMLA-specific provision) and 18.G.4. (Co can only count days of scheduled work toward FMLA maximum)
SL BB1 – delete – (Document Review Process) – moved to 22.M.
SL CC1 – delete – (Commuter Policy Packet) – pilots/FAs commuting back from vacation can use Commuter Policy – moved to 31.B.1.
SL DD1 – delete – (Reserve Daily Assignments – 1st day of month) – moved to 9.C.4.a.
SL EE1 – delete – (Moving Expenses – FA can take w/in 1 yr. of triggering event) 6.E.3.
TTOT SL – 48 hours for DTS – moved to 10.H.

AGREED this ___ day of January, 2013.

FOR:

AMERICAN EAGLE AIRLINES, INC.

FOR:

ASSOCIATION OF FLIGHTATTENDANTS-CWA, AFL-CIO

AFA-American Eagle Contract 2012

Linda Kunz
Vice President, Flight Service

Veda Shook
International President

Robert Barrow MEC President

Debora Sutor
Chairperson, Negotiating Committee

Paula Mastrangelo
Staff Negotiator

AFA-American Eagle Contract 2012

SIDELETTER – X

LETTER OF AGREEMENT

between

AMERICAN EAGLE AIRLINES, INC.

and the

FLIGHT ATTENDANTS

in the service of

AMERICAN EAGLE AIRLINES, INC.

as represented by the

ASSOCIATION OF FLIGHT ATTENDANTS - CWA, AFL-CIO

Change in Name of the Corporation

THIS LETTER OF AGREEMENT is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, by and between the Company (hereinafter referred to as the “Company”), and the Flight Attendants in the service of American Eagle Airlines, Inc. as represented by the Association of Flight Attendants-CWA, AFL-CIO (hereinafter referred to as the “Union”).

THE PARTIES AGREE that, in the event the Company’s corporate name changes (whether due to a divestiture, sale, merger or any other cause), the parties will change all references to the current corporate name in the collective bargaining agreement (“CBA”) to references to the new corporate name. However, the new name (including its underlying cause) and references to it in the CBA will not result in any substantive change to the CBA.

IN WITNESS WHEREOF, the parties hereto have signed this Letter of Agreement on this ____ day of October, 2012.

FOR AMERICAN EAGLE AIRLINES, INC.

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

Linda Kunz

Vice President – Flight Service

Veda Shook

International President

Robert Barrow, MEC President

Paula Mastrangelo, Staff Negotiator

Appendix Documents

A... Section 23 - Initiation Union Dues Fee

B... Expedited Arbitration Award Form

C... American Eagle, Flight Attendant Master Seniority List

AFA-American Eagle Contract 2012

APPENDIX - A

To: Payroll Department
American Eagle Airlines, Inc.

I, _____, hereby authorize and direct American Eagle Airlines, Inc. to deduct from my pay such monthly dues as are now or may hereafter be established in accordance with the constitution and bylaws of the Union, for remittance to the Union.

Additionally, if I am a newly hired Flight Attendant with American Eagle Airlines, Inc., I elect the following option of having the Union's initiation fees automatically deducted from my paycheck:

_____ In one lump sum of \$60.00; or

_____ In ten (10) equal increments

Name/Employee #

AFA-American Eagle Contract 2012

APPENDIX - B

**AMERICAN EAGLE AIRLINES, INC.
and
ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO**

**FLIGHT ATTENDANTS SYSTEM BOARD OF ADJUSTMENT
EXPEDITED ARBITRATION AWARD FORM**

AFA Grievance Number:

_____ Grievance sustained in full.

_____ Grievance denied in full.

_____ Grievance sustained in part, denied in part.

Explanation:

Chair Date

Carrier Appointee Date

AFA-American Eagle Contract 2012

Union Appointee

Date

APPENDIX – C (FLIGHT ATTENDANT MASTER SENORITY LIST)

AFA-American Eagle Contract 2012