#### New Contract Fast Fact #1

Did you know that our new agreement has an entirely new section addressing Injury on Duty, Transitional Duty and Restricted Duty? Section 35 focuses on protections and limitations for those experiencing an injury in the workplace. One major improvement came in the form of a restriction which prohibits the Company from requiring you to perform Transitional Duty (light duty) if your residence is more than 35 miles from the site at which the work is to be performed. For more information, please visit <u>www.afaeagle.com</u> and download a copy of the new agreement. Please also refer to the tab marked "Contract Articles" for a comprehensive article regarding your Workers Comp. Rights.

#### New Contract Fast Fact #2

Did you know that under our new agreement you can trip trade or engage in an optional exchange with a Flight Attendant from another domicile? Section 8.M. covers "Out of Base Transactions". While automation isn't capable of processing the transaction you can submit a manual RF 200 OUT form. We encourage you to read and download the new agreement at <u>www.afaeagle.com</u>.

#### New Contract Fast Fact #3

With an impending merger between AA and US Airways looming on our horizon, many of you have asked if we'll still have a contract. Section 1 of our contract contains language that binds any successors to the terms of our agreement. In other words, all of the provisions of our contract remain in effect must and must be upheld by whomever or whatever may come after AMR. Any new "owner" of Eagle could not change our contract without our (AFA's) consent. If we were to merge with US Airways or one of the US Airways Express Carriers, Section 1 also contains language for the integration of seniority. AFA holds the rights to bidding seniority. Both Piedmont and PSA (US Airways wholly owned regionals) are also represented by AFA. Seniority is integrated on a "date of hire" basis under our Union's Constitution and Bylaws.

#### New Contract Fast Fact #4

Did you know that our contract contains a new provision which allows Jet Bridge swaps? Section 8.J.11. was added and provides us with a new option for last minute swaps between Flight Attendants. These last minute swaps are to be approved by Crew Scheduling unless there is insufficient time to process the request prior to flight departure or the requested swap conflicts with contractual or FAR limitations. This may come in handy particularly for commuters. For example, let's say you commute from CLE. You are desperately trying to get on a flight to ORD to begin your trip but the flights are very oversold. It just so happens that the Flight Attendant working the inbound flight to CLE lives there and the last leg of her trip sequence is to return to ORD. After that of course, she'll have to try and commute from ORD to CLE. If you both requested a Jet Bridge Swap, then you could work the flight back to ORD and get to work. In exchange, the other Flight Attendant would now be home and therefore wouldn't have to worry about going back to ORD and from there trying to get back to CLE.

Always remember there is an effect on pay should your transaction be approved. If you are the individual dropping time, it will be deducted from your monthly guarantee. If you are the one picking up the time, of course it will be added to your month's actual flight time accrual.

### New Contract Fast Fact #5

It is important to remember that there are no contractual provisions that control staffing levels. Essentially, management has free reign to determine the head count numbers at American Eagle Airlines. I think that most of us would like to prevent the junior manning/extensions from ever happening; however without any control or input into the staffing levels at this airline, that is a nearly impossible task. All we can hope to do is ensure that when junior manning/extending is necessary; it is done in compliance with the provisions of the collective bargaining agreement.

Our new agreement contains even more protections than our previous did. Did you know that in the past there was no limit on how far in advance you could be given an Junior Man assignment nor the length/duration of the assignment. You could be Junior Manned five days out for an entire three-day trip!

Section 8.O.3.a. Provides the following new protections:

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.

In addition, Section 8.O.6.b. provides pay protection in the event that you have to be removed from your originally scheduled flying to be put into rest as a result of the Junior Manning or an Extension. And Section 8.O.6.c. c. advises us that if the junior manning assignment or extension causes you to lose time from your line due to a conflict, you'll be pay protected and credited for all time lost in addition to the junior manning/extension pay.

#### New Contract Fast Fact #6

Are you a Reserve Flight Attendant wondering why crew scheduling keeps tacking additional flying onto your existing trip when there are reserves on RAP? Have you ever wondered how time that becomes available on the day of operation (i.e. sick call) is assigned out? Section 8.N. of our new contract provides us with a road map to determine in what order those open flying assignments will be issued. The list is as follows:

- a. The entire group of Flight Attendants who may be available for the assignment is then broken into three groups:
  - 1. 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.
  - 2. 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.
  - 3. 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

This is the order in which time that becomes available on the day of operation should be assigned. If you are a Reserve Flight Attendant, please note that when time comes open and there is at least two hours call out time available, that time should be assigned to a legal Flight Attendant on home Reserve (RAP) before it is tacked onto the end of your existing trip. If you believe this contact provision may have been violated, please contact a Local AFA representative immediately.

## New Contract Fast Fact #7

If your contractual rights have ever been violated by Crew Scheduling and your AFA representative has requested that the taped conversations relating to the incident be pulled, you'll recognize what a great improvement was gained in Section 8.R. of our new contract. All too often when tapes are requested, they either take forever to be pulled, arrive incomplete or they just suddenly and conveniently disappear!

Our new contract requires tapes to be kept for 60 days. The Company will be required to make the recordings available to AFA within seven (7) of a request. And most importantly, if a requested tape is missing, damaged or otherwise incomplete, the Flight Attendant's position will be judged to be vindicated! For more information about Crew Scheduling recordings we encourage you to look over Section 8.N. of our contact which can be viewed and/or downloaded at <u>www.afaeagle.com</u>.

### New Updated Contract Fast Fact #8

Did you know that under the new contract you can DTS on your vacation block when you have day trips? Section 10.H.1.c. now assures those Flight Attendants scheduled for a contiguous block of one-day trips, before and/or after your vacation block, the right to have those trips treated as one "block" and drop using the DTS feature.

Additionally, under the previous agreement when using the DTS feature, you had to drop time at both the beginning and end of your vacation block. Under the new agreement, Section 10.H.1.b., you can choose to DTS trips conflicting at either the beginning, the end or at both the beginning and end of your vacation block. Reserve Flight Attendants can now use the Vacation Slide feature as provided in Section 10.G.3. in order to shift the start date of the vacation block. The following new options are available for you to choose:

- 1. 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
- 2. 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.
- 3. Vacation slides will only be permitted to overlap into another contractual month, with the concurrence of Crew Scheduling.

Reserves can choose the options listed above by indicating it on the bid ballot or via an RF 200 SLID message within 48 hours following the closing of the bids.

For more information on Vacation Slide and DTS please read the article posted on our website at <u>www.afaeagle.com</u>.

#### New Contract Fast Fact #9

Did you know that our new agreement has changed with regard to when you may take a PE (personal emergency day). Under the previous agreement, PEs could only be taken less than 24 hours prior to the start of your trip. What happened if you experienced a personal emergency during your trip? For example if you were on a trip and your residence was burglarized, you could not take a PE even though this is listed as a qualifying event. Under our new agreement PEs will be granted for verifiable personal emergencies, as outlined in Section 10.O., occurring during a trip, reserve availability period (RAP), or Airport Reserve period or less than twenty-four (24) hours before the scheduled report time of a trip, RAP or Airport Reserve period. For a list of qualifying events please look over Section 10.O.2. of our contract at <u>www.afaeagle.com</u>.

### New Contract Fast Fact #10

Section 11 of our new contract tells us that eligible Flight Attendants will now accrue and be credited with two hours and thirty minutes (2:30) of sick leave each month. Previously, we accrued all year long and our earned sick time wasn't deposited until January of the following year. Under our new agreement hours will be deposited monthly. For example, you should expect to see April's earned sick leave deposited into your bank by May 1<sup>st</sup>. In order to be eligible you must meet the appropriate credit hour threshold as found in Section 20.C. We encourage you to read this portion of the contract.

**Running low on Sick Leave?** Section 11.G. has a new provision for Sick Time Fly Back credit. You can pick up OT and opt to have the time credited to your sick back rather than be paid outright for it. Even if some or all of the flights cancel, your sick back will still be credited with the flight time hours from the originally scheduled sequence you were awarded. If some of the time cancels and you are assigned to new flying your sick back will be credited with the greater of 1) the originally scheduled sequence flight time, or 3) the hours actually flown.

For more detailed information about sick leave why not view the article entitled "Understanding Sick Leave and Implementation Under the New Agreement" on our website at <u>www.afaeagle.com</u>.

# New Contract Fast Fact #11

Are you a military reservist? Did you know that Section 18.I. of our contract now gives you the right to be released from work for travel

days to/from your military duty? All you have to do is request these travel days. While the days are unpaid but will be removed regardless of staffing.

This brings us to another issue involving our Members in the Military. AFA posed the following question to management:

> How are unpaid drops for Military service factored into the benefit qualification hours since Federal Law prohibits an employer from denying any benefit of employment to individuals who have an obligation to perform service (USERRA 4311 (a))?

As a result of AFA's involvement, the Company has agreed that all time removed for Military will be coded as either ML or MR. This includes travel days to the Military assignement. Although not paid, these hours will be included for purposes of benefit qualifications determination.

### New Contract Fast Fact #12

In the unfortunate event you have to use Bereavement Leave there are some improvements in the new contract you should be aware of. Section 18.B.1. tells us that in the case of death of an immediate family member you may take up to five (5) days off. These days no longer have to be consecutive as was required under the previous agreement. You can split the days up and they can be used not only to attend the funeral or memorial service, but can also be used at a later date for the purpose of settling an estate, including the preparation of property for sale and/or moving of effects. Additionally, you can select which three (3) of the five (5) days off will be paid. Under the previous agreement the Company decided which three of the five dates would be paid.

If you experience the death of an individual who is not an immediate family member you may take up to three (3) unpaid days off, which

also no longer have to be consecutive. Again, you can split them up and use them for the purpose of settling an estate. You can find this information in Section 18.B.2. of our new contract.

#### New Contract Fast Fact #13

Section 18.D. of our new contract contains some improvements for those Flight Attendants on Medical Leave. The maximum duration of a Medical Leave has been increased to five (5) years. The previous maximum duration was four (4) years. In addition, if you clear back to active status and subsequently go back out on a medical leave, the five year clock starts anew.

Another new provision negotiated for those on Medical Leave deals with your health insurance. Did you know that if you go out on a Medical Leave you'll be eligible to continue health insurance at the active-employee rate for a maximum of twelve (12) months? Also, if you come back to active status and subsequently go out on a leave again for a different medical reason, the twelve-month (12) clock for active-employee status insurance benefit eligibility starts anew.

### New Contract Fast Fact #14

If you've ever taken a Medical Leave and had to be cleared by AA Medical then you'll recognize just how valuable the new provision found in Section 18.J.6. really is! After numerous complaints by members returning from leave and bad experiences of individuals on the negotiating committee, AFA was able to secure a pay provision right in our new contract. The Company must return you to duty and pay status no later than two weeks from the date that all required information has been submitted to the Company. Section 18.J.7. requires the Company to offer you training in a timely manner, but even if they don't, you'll be placed into a paid status no later than two weeks from the date you submitted all required information per the Company's **initial** request.

This is important because even if AA Medical continues to ask for additional information for clearance or if the Company takes longer than two weeks to schedule training, you'll still be placed on payroll at the two week time period from the date you submitted all required information per the Company's initial request as outlined in 18.J.6.

#### New Contract Fast Fact #15

If you've already attended recurrent training then you'll know that there's something new this year; computer based training. What you may not know is that you'll be paid for this at home computer training. Section 19.N. of our new agreement contains provisions that require the Company to pay us for this type of training. This pay protection did not previously exist. Under our new agreement, a panel of four (4) Flight Attendants had to be established to complete the distance learning course. In our case we actually had a panel with six (6) AFA Union participants. None of the Flight Attendants selected can have been involved in the development of the training. Additionally, half of the panel is comprised of AFA representatives and the other half is Company representatives. The average time of all the participants on the panel to complete the training is what was used to determine the official "assigned value" of training. In this case the average time was 3 hours. You'll see a line item on your HI1 in the month you attend recurrent training. It will be denoted with the letters "PD PROJ" and there should be a credit of 2.53 under the GTTL column.

### New Contract Fast Fact #16

Did you know that Section 26.M. of our new agreement requires the Company to recognize that Flight Attendants may reach a point when their physical state is such that they cannot perform their required safety related duties?

Should you genuinely feel fatigued, as a result of your work-related duties, and feel you cannot continue working safely you can notify the Company and they will remove you immediately.

Following your removal for fatigue, you'll have 15 days after your return to work within which to submit a report for the Company's review.

All reports of fatigue will be submitted to the Company for review, within fifteen (15) days after the Flight Attendant's return to work.

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.

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.

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 reached by the FRB will be in writing and signed by both members. All decisions of the FRB will and shall be final and binding on the Union, the Company, and the Flight Attendant. As an additional reminder, you can submit reports of fatigue in an ASAP (Aviation Safety Action Program) report. Every ASAP report submitted will be reviewed by the ERC (Event Review Committee). The ERC is comprised of one member of the Union, one of Management and one from the FAA. The ERC will come to a consensus on whether or not a specific report of fatigue meets the acceptance criteria, how the report will be addressed, appropriate action if any, and any administrative action that should be taken. If the ERC decides a case of fatigue is genuine, the UA may be changed to a NF.

### New Contract Fast Fact #17

How many times have you been chased down the jetbridge by an anxious agent asking if you are ready to board, when you haven't even stepped foot onto the aircraft yet? While getting our flights out on time is very important, safety should never be compromised. For this reason, AFA has been able to negotiate new language in our contract to protect us and promote safety of flight. Section 27.L. states:

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.

### New Contract Fast Fact #18

Many of you may not know that we have an entire section of our contract devoted to "Physical Examinations"; Section 28. While not used that often, this section will be invaluable should you be attempting to return from a medical leave or if the Company is attempting to require you to submit to a mental or physical examination.

The Company must have a reasonable basis to believe that your condition is impaired enough to question your ability to perform your job as a Flight Attendant. In the event you are required to submit to an evaluation, the Company must bear all costs for exams and tests, including travel expenses.

Additionally, there is a built in dispute resolution should the Company's medical examiner find you unfit to fly but your own physician find you fit to fly. We wanted you to know you have rights and there are avenues to take when such disputes arise. You will even be entitled to lost wages should it be determined at the end of the process that you were wrongfully removed from flying status.

Should you already be out on a leave and attempting to return to work, the Company must return you to duty and pay status no later than two weeks from the date that you've submitted all required information.

Should you encounter issues either when attempting to return to work or if you believe the Company's medical examiner has wrongfully pulled you from service, make sure to familiarize yourself with this section and contact an AFA rep immediately!

#### New Contract Fast Fact #19

### **Top Secret**

### New Contract Fast Fact #20

Did you know that our new contract has an entirely new section titled "Report to Work and Commuter Policy?" That's right, Section 31 is new! Under the old contract our commuter policy was simply a "me too" clause with the pilots. Not only has AFA incorporated the previous provisions into this new section, but we've improved upon them as well. Most notably any Flight Attendant (not just commuting Flight Attendants) have received an increased benefit. Any Flight Attendant shall be allowed a combined total of five (5) Late Reports and/or Commuter Policy incidents in any rolling twelve-month period!

Additionally, both commuting and non-commuting Flight Attendants returning from vacation will be eligible to utilize the provisions of this section. This is great news particularly if you reside in your domicile but have difficulty non-revving back from your vacation trip. There were previously no options available to you except to receive a MA.

We encourage you to familiarize yourself with this new Section 31. As a reminder a copy of the new Contract can be downloaded from our website at <u>www.afaeagle.com</u>.