



## **24-hours free-from-duty in 7 Calendar Days:**

We have had many questions about the FAR regarding the 7-day issue. Parameters are clearly outlined in FAR 121.467 and Section 2.X. of the current Collective Bargaining Agreement. Scheduled rest, as provided for in this FAR, has been interpreted to be proactive in nature by the FAA. From the Federal Register, Page 42980; column 1; paragraph 2 that states “Requiring operators to schedule rest periods ensures that Flight Attendants know in advance when rest periods will occur and that they will be of a specified duration.” Additionally, Section 2.X. defines Days Off as follows; “Day Off means a period of time between the hours of 0001 and 2400 based on local time”. Language in Section 7.C.2. provides the FAR required day off, or at the Flight Attendants discretion a 24-Hour break from duty in domicile. Section 2.W. in our current agreement further acknowledges that a “Day Off, means a period of time between the hours of 0001 and 2400 based on the local time of a Flight Attendants domicile, when a Flight Attendant shall be free of all duty with the Company”. However, for purposes of Section 7.C.3. of our Agreement, “when a trip ends before 0200, it shall be considered to have ended before 0001.”

We have experienced several weather scenarios whereby, Crew Scheduling has not given prior knowledge of scheduled rest periods nor provided days off in domicile.

These weather events led to several cases where flight attendants had been stuck at outstations for days (including scheduled days off); only to return to domicile to be informed by Crew scheduling that they would

need to immediately begin additional flying. Crew Scheduling reasoned that flight attendants had received their scheduled rest period(s) while at the hotel in the outstation. It is the Association's understanding that crews were not given prior knowledge that they were being placed into a scheduled rest period, free from all duty to the Company. Rather, they were informed to stay by the phone as their flight could leave at any given moment. In addition to which their days off were not in domicile per the collective bargaining agreement. The In-flight Department has acknowledged that prior notification of rest had not been given, and therefore a calendar day off should have been given once you arrived in domicile.

### **Junior Man & 7-Day Violation:**

If you were given a Junior Man assignment on day 6 that required you to be in a hotel for day 7, we need your information ASAP. We will need a copy of your HI1 & HI2, HI3 and any other documentation that will assist us with the issue. Please send your information to [amiller@afaeagle.com](mailto:amiller@afaeagle.com) or mail it to AFA-CWA, Attn: Amanda Miller, 610 S. Industrial Blvd, Suite 230, Euless TX, 76040.

In Solidarity,  
Your AFA MEC