

# Association of Flight Attendants-CWA, AFL-CIO



Flight Attendant Agreement

Between

Association of Flight Attendants-CWA

And

Piedmont Airlines, Inc.



March 2, 2022 – March 2, 2026

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## **SECTION 1 RECOGNITION AND SCOPE**

### **A. Recognition**

1. In accordance with certification made by the National Mediation Board, on May 11, 1988, the Company hereby recognizes the Association of Flight Attendants-CWA as the duly designated and authorized representative of the Flight Attendants in the employ of the Company for the purposes of the Railway Labor Act, as amended. Nothing in this Agreement shall be construed to limit or deny any Flight Attendant hereunder or the Company any rights or privileges to which the Flight Attendant or it may be entitled to under the Railway Labor Act, as amended.
2. The Union and the Company hereby adopt this collective bargaining agreement (including all related letters of agreement between the Company and the Union). All such agreements are collectively referred to herein as the "Agreement."

### **B. Successorship**

1. The provisions of this Agreement shall be binding upon any successor or merged company or companies unless or until changed in accordance with the provisions of the Railway Labor Act, as amended. Any transaction wherein a successor emerges shall be deemed as a "Successorship Transaction".
2. In the event of a Successorship Transaction in which the Successor is an air carrier or any person or entity that controls or is under the control of an air carrier, the Successor shall provide the Company's Flight Attendants with a fair and equitable seniority integration with the Successor's Flight Attendants as provided in section 2, 3 and 13 of the Labor Protective Provisions specified by the Civil Aeronautics Board in the Allegheny-Mohawk merger ("Allegheny-Mohawk LPPs"), except that the integration of the seniority lists of the respective Flight Attendant groups shall be governed by the Union Merger Policy if both pre-transaction Flight Attendant groups are represented by the Union.
3. Upon the announcement of a Successorship Transaction or any other transaction which will or may result in the acquisition of another air carrier by the Company or the consolidation of the Company with another air carrier, the parties will meet promptly to negotiate an appropriate fence agreement and/or to implement a seniority integration process as described in paragraph 1.B.2. above.

### **C. Scope**

1. Except as may otherwise be agreed, all present or future cabin passenger service performed in and for the service of Piedmont Airlines, Inc. shall be performed by Flight Attendants on the Piedmont Airlines Flight Attendant System Seniority List, or management Flight Attendants.
2. The Company may assign or contract out revenue flying for a period not in excess of ninety (90) days during the term of this Agreement when it is necessary to accomplish the needs of the service. No Flight Attendant will be furloughed as a result of assigning or contracting out such flying.
3. The Company will not furlough any Flight Attendant on the Piedmont Airlines Flight Attendant System Seniority List as of December 31, 2002 as a result of a merger or consolidation with another airline, or as a result of the sale or transfer of aircraft or revenue operations to another airline.
4. The Company shall not create or acquire an "alter ego" to avoid the terms and conditions of the Agreement.
5. The Company may enter into aircraft interchange agreements with other carriers if such interchange agreements do not result in the furlough of any of the Company Flight Attendants.

#### **D. Remedies**

1. The Company agrees that any grievance filed by the Union alleging a violation of Section 1 of the Agreement shall bypass the initial steps of the grievance process and shall be submitted, heard and resolved through binding arbitration on an expedited basis directly before the System Board of Adjustment sitting with a neutral arbitrator.
2. The dispute shall be heard no later than fifteen (15) days following the submission to the System Board of Adjustment and decided no later than thirty (30) days after submission, unless the parties agree otherwise in writing.

#### **E. Cessation of Operations**

Should the Company cease all flight operations during the term of this Agreement, the parties will engage in effects bargaining within a reasonable timeframe following an announcement that the Company will cease flying.

## SECTION 2 DEFINITIONS

- A. **"Bid line" or "Bidline"** means a planned sequence of trips and days off for a Flight Attendant posted for bid on a monthly basis.
- B. **"Bid Period/Bid Month"** means the period from the first day of, to and including the last day of each calendar month of the year, except that for scheduling and pay purposes, January, February and March will each be considered a thirty (30) day month through the addition of January 31 and March 1 to the month of February. During leap year, February will be a thirty-one (31) day month.
- C. **"Build up lineholders"** means a Flight Attendant who holds a line pursuant to 7.C.8.
- D. **"Charter"** means an off line or on line revenue passenger flight that is not a regularly scheduled flight. Extra sections are not considered charter flights.
- E. **"Check Flight Attendant"** means a Flight Attendant who gives check rides and compliance checks.
- F. **"Check-In" and "Report"** means the time a Flight Attendant reports for a duty period. These terms are interchangeable.
- G. **"Check-Out" and "Release"** means the time a Flight Attendant is released from a duty period. These terms are interchangeable.
- H. **"Company"** is defined as Piedmont Airlines, Inc.
- I. **"Crew"** means the Captain, Flight Attendant and First Officer. "Crew" also means trip, pairing or trip pairing.
- J. **"Crew Card"** means printed trip or electronically transmitted trip information. Such information will include the scheduled pay and credit for the trip.
- K. **"Day"** means a calendar day starting at 0001 and ending at 2400 hours (local time).
- L. **"Day Off"** means a calendar day, free from all duty with the Company.
- M. **"Deadheading"** means the time spent by a Flight Attendant not as a crew member traveling from one point to another by air or ground transportation at the direction of the Company to or from flight duty and training.
- N. **"Domicile"** means an airport location or locations within forty-five (45) ground miles of each other from which a Flight Attendant is awarded or assigned flying in accordance with the provisions of the Agreement. In co-domiciles, it will be the Company's responsibility to provide transportation for a Flight Attendant to deadhead back to the airport from which the trip originated and that Flight Attendant will be compensated in accordance with Sections 3 and 6.
- O. **"Duty Time"** shall mean all time that a Flight Attendant is on duty, commencing when the Flight Attendant reports for duty as directed by the Company, and ending fifteen (15) minutes after the conclusion of her/his/their flight or release from duty. Deadhead time shall be considered as duty time.
- P. **"Ferry"** means a nonrevenue flight without revenue passengers where the Flight Attendant appears on the flight release.

- Q. "Flight Attendant"** means an employee of Piedmont Airlines, whose name appears on the Flight Attendant system seniority list, and whose duties include ensuring the safety of passengers, and the performance of enroute cabin service.
- R. "Flight/Block Time"** means the time from the moment the aircraft boarding door is closed to when the aircraft boarding door is next opened for the purpose of calculating Flight/Block time for all instances when a Flight Attendant is required to be onboard.
- S. "Golden Day or Request Days"** means day(s) off free from all Company duty.
- T. "IOE Flight Attendant"** means a Flight Attendant who oversees the Initial Operating Experience for new hire Flight Attendants.
- U. "Lineholder"** means a Flight Attendant who bids and is awarded a bid line during a calendar month.
- V. "Longevity"** means the years of active service with the Company, (commencing on the date the Flight Attendant reports for initial training) which governs pay raises and benefit accruals as specified in this agreement.
- W. "Management Flight Attendant"** means a Flight Attendant-qualified employee in the Training Department or Inflight Department management.
- X. "Perfect Attendance"** means a Flight Attendant has been available and reports on time (i.e. does not cause a delay) for every scheduled day of work, excluding bereavement leave, jury leave, military leave, "AFA Days", post-accident/incident removals, removal for company meeting(s). A Flight Attendant's attendance record will be held in suspense for the duration of any company-approved leave except medical, maternity, or FMLA. Once the Flight Attendant returns to duty, the Flight Attendant will again be eligible for the Perfect Attendance bonus and/or sick leave pay out if the Flight Attendant met the parameters under Section 4.H., 4.I.1. and 27.C. respectively.
- Y. "Reserve Flight Attendant"** means a Flight Attendant who is awarded a reserve line.
- Z. "Reserve line"** means a line consisting of a combination of scheduled days off, days of availability and Golden Days.
- AA. "Rest Period"** means time when a Flight Attendant is free from all duty with the Company. Deadhead and training is not rest.

**BB. "Satellite Domicile"** is any airport designated by the Company where the Company may publish flight Attendant schedules for bidding utilizing Flight Attendants from a Domicile designated by the Company. Satellite Domiciles are not considered temporary duty, a temporary vacancy, or temporary domicile and are exempt from the requirement set forth in Section 19.F. of the Agreement.

*From the 6/14/22 Letter of Agreement*

- CC. "Seniority"** means the length of service as a Flight Attendant with the Company.
- DD. "Shall" and "Will"** as used in this Agreement have the same meaning.
- EE. "Trip"** means the combination of two or more flights originating from and terminating at the Flight Attendant's domicile including scheduled deadheading.

**FF. "Trip Hour Period" ("Trip Hours," and "Trip Time")** means the time elapsed between the start of an on-duty period originating at a Flight Attendant's domicile and the completion of the last on-duty period that terminates at a Flight Attendant's domicile.

**GG. "Union," or "AFA"** as used in this Agreement shall mean the Association of Flight Attendants-CWA, AFL-CIO.

**HH. "Vacation Period" means the same thing as "Vacation Slot".**

### SECTION 3 COMPENSATION

#### A. Flight Pay

	3/2/22	3/2/23	3/2/24	3/2/25
0-1 Year	\$20.00	\$20.41	\$20.85	\$21.47
1-2 Years	\$23.90	\$24.24	\$24.59	\$25.05
2-3 Years	\$25.75	\$26.01	\$26.27	\$26.70
3-4 Years	\$27.25	\$27.52	\$27.80	\$28.08
4-5 Years	\$29.00	\$29.29	\$29.58	\$29.88
5-6 Years	\$30.35	\$30.69	\$31.02	\$31.38
6-7 Years	\$31.25	\$31.77	\$32.31	\$33.03
7-8 Years	\$32.13	\$32.85	\$33.67	\$34.68
8-9 Years	\$33.41	\$34.16	\$35.01	\$36.06
9-10 Years	\$34.68	\$35.46	\$36.35	\$37.44
10-11 Years	\$35.70	\$36.50	\$37.42	\$38.54
11-12 Years	\$36.47	\$37.29	\$38.22	\$39.36
12-13 Years	\$37.23	\$38.07	\$39.02	\$40.19
13-14 Years	\$37.98	\$38.82	\$39.77	\$40.94
14-15 Years	\$38.73	\$39.57	\$40.52	\$41.69
15-16 Years	\$39.48	\$40.32	\$41.29	\$42.44
16 + Years	\$40.73	\$41.57	\$42.52	\$44.00

*See Letter of Agreement #6 for new pay rates for years 0-3.*

1. Flight Attendants will be paid an hourly flight pay pursuant to the chart above. Flight pay time will be calculated on the basis of the actual or scheduled block to block time by flight segment for all flying, whichever is greater.
2. Minutes added to scheduled block times to compensate for busing operations at DCA and any other airports will not be considered part of scheduled block times.

#### B. Monthly Guarantee

1. A Flight Attendant holding a regular or build-up line for a month will be guaranteed a minimum of seventy-five (75) hours of flight pay at the Flight Attendant's applicable hourly rate. When a Flight Attendant is not available for flight duty for an entire month, the monthly guarantee will be prorated. For purposes of prorating the guarantee, a Flight Attendant who is in training, or on sick leave, military leave (i.e. weekend drill), bereavement leave or vacation is not considered unavailable and will not have a prorated guarantee for that month.
2. A Flight Attendant holding a pure reserve line for a month will be guaranteed seventy-five (75) hours at the Flight Attendant's applicable hourly rate. When a Flight Attendant is not available for flight duty for an entire month, the monthly guarantee will be prorated. For the purposes of prorating the guarantee a Flight Attendant who is in training, or on sick leave, military leave (i.e. weekend drill), bereavement leave or vacation is not considered unavailable and will not have a prorated guarantee for that month.



3. Except as otherwise provided, a Flight Attendant who is unavailable for part of a month will have a guarantee prorated for that month. A Flight Attendant will be paid for each day of availability (including days off) using the following calculation: 75 hours multiplied by 12 months then divided by 365 days (2.47 hours per day).

#### **C. Minimum Daily Guarantee**

1. A Flight Attendant assigned flight duty, including airport standby, will receive a minimum of four (4.0) hours of flight pay credit times the number of days of the assignment (e.g., a two day trip with 4.0 hours on the first day and 3.0 hours on the second day will have a minimum value of 8.0 hours).

The Modified Minimum Day provision shall not apply if the Flight Attendant voluntarily drops any portion of a trip pairing. Modified Minimum Day will consider all flying, scheduled or unscheduled (ferry, reposition), etc.

Example: A Flight Attendant has a two day trip. The first day is scheduled for 3.2 hours and the second day is scheduled for 6.0. The Flight Attendant will be credited with a minimum of 9.2 hours for the trip (the modified minimum is 8 hours, but the scheduled credit time is higher than the modified minimum).

A Flight Attendant has a two day trip. The first day is scheduled for 4.0 hours and the second day is scheduled for 3.0 hours. She would be credited with a minimum of 8.0 (the modified minimum day) hours because without the modified minimum day, the trip would only be worth 7.0 hours.

A Flight Attendant has a three day trip. The first day is scheduled for 3.0, the second is scheduled for 2.0 and the third is scheduled for 6.0. During the crew, day two's credit changes from 2.0 to 7.5. The modified minimum for this trip is 12.0 hours (4.0 x 3 days). However, the Flight Attendant will be credited with the actual 16.5 hours (3.0 + 7.5 + 6.0).

2. A Flight Attendant who picks up a reserve day or is awarded a reserve day(s) in her/his/their build-up line or hard line as a result of an interface adjustment or scheduling of training will be credited with the daily guarantee in 1. above if a trip is assigned or 4.0 hours if no assignment is made.

#### **D. Meeting Pay**

A Flight Attendant removed from duty for a hearing or investigation in a disciplinary matter and is later exonerated shall be paid for all lost flight time, i.e. block time. If a Flight Attendant attends a meeting in person on a day off, that Flight Attendant will be paid the Minimum Daily Guarantee. If the Flight Attendant participates in the meeting via phone or teleconference on a day off, the pay will be two (2.0) hours.

#### **E. Holiday Pay**

A Flight Attendant who reports for and completes an assignment will be paid one hundred and fifty percent (150%) of the Flight Attendant's hourly rate per block hour or any portion thereof for all hours credited on New Year's Day, Halloween, Thanksgiving Day and Christmas Day. A Flight Attendant who is working a trip on these Holidays with no scheduled flying on the actual Holiday shall receive two (2) hours of flight pay above the value of the trip. If the trip cancels through no fault of the Flight Attendant, that Flight Attendant will still receive Holiday Pay.

## **F. Deadhead Pay**

1. Flight Attendants will be compensated under the provisions of this section when deadheading, at Company discretion, for purposes of flight or training, and the scheduled or modified deadheading is actually utilized by the Flight Attendant. Flight Attendants will not be compensated for deadheading which has been voluntarily dropped, except that Flight Attendants will be paid for deadheads to domicile at the end of a trip if they have approval from Crew Scheduling to take an alternate deadhead flight.
2. When a Flight Attendant is required by the Company to deadhead on a flight, the Flight Attendant will be credited one hundred percent (100%) pay for each minute of deadhead time, as if working the flight.
3. A Flight Attendant who is released prior to a last leg deadhead who later in the same day returns to the domicile will be paid and credited as if the Flight Attendant returned to the domicile on the same day on the originally scheduled deadhead.
4. If a day involves deadheading only, a Flight Attendant shall be paid and credited at the Flight Attendant's applicable rate with the greater of four (4) hours or the scheduled or actual hours in the deadhead.

## **G. Ferry Pay**

A Flight Attendant will be paid one hundred percent (100%) of flight time for all block hours of a ferry flight.

## **H. IOE and Line Check Flight Attendants**

A Flight Attendant conducting inflight training as a designated IOE instructor or conducting line checks shall be credited at the rate of fifty dollars (\$50) per day for each full day of training, or thirty dollars (\$30) per day for any partial day of training. A partial day of training is a day when less than two block hours are spent in training.

## **I. General**

1. A Flight Attendant holding a reserve line who picks up a trip/reserve day on a day off shall be paid above guarantee for such trip. The value of this reserve day shall be four (4.0) hours.
2. A Flight Attendant who begins a trip in one month and finishes it in the next month shall receive pay and credit for such trip during the month in which it was flown.
3. The Company shall issue pay checks on the 15<sup>th</sup> and 30<sup>th</sup> of every month, or the business day prior to those days if the 15<sup>th</sup> or the 30<sup>th</sup> falls on a weekend/bank holiday. The 15<sup>th</sup> pay check will reflect forty (40) hours of the Flight Attendant's pay and all per diem due from the previous month. The pay check issued on the 30<sup>th</sup> shall contain the remaining current month hours in addition to any remaining hours due and any irregularities listed on the Flight Attendant's pay report, including critical coverage/premium pay. Flight Attendants are required to participate in direct deposit.
4. A Flight Attendant who is not active the entire month, will have their guarantee prorated and the monthly guarantee will be adjusted accordingly on the 15<sup>th</sup> and 30<sup>th</sup> paychecks.
5. A Flight Attendant will be paid and credited with fifteen minutes (:15) for each reposition if the Flight Attendant is onboard when the aircraft is being repositioned.

## **J. Longevity**

Flight Attendants who have 18 years of service or more shall receive a semi-annual lump sum payment based on \$0.50 for every block hour flown in the Calendar year. [Note: 1<sup>st</sup> payment to be made in July on block hours flown January – June and second payment to be made in January on block hours flown July to December].

## **SECTION 4 SICK LEAVE**

### **A. Sick Leave Accrual**

Flight Attendants will accrue four (4.0) hours sick leave credit for each month of active service. The sick leave bank shall not be capped.

### **B. Sick Leave Credit**

1. A Flight Attendant who is unable to perform assigned duty due to illness or injury will be credited for the trip(s) missed and will have the value of the trip(s) missed deducted from the sick bank. A Flight Attendant who flies a portion of a trip shall be credited with the portion flown.
2. A Flight Attendant who is holding a reserve line who is unable to perform assigned duty due to illness or injury will be credited with the Minimum Daily Guarantee from the sick bank for each sick day. A Flight Attendant holding a build-up line who is unable to perform assigned duty on a day of reserve due to illness or injury will be credited with the Minimum Daily Guarantee from the sick bank for each sick day scheduled as reserve.

- C. For personnel record keeping and pay purposes, a Flight Attendant shall not be considered on sick leave on the days he/she/they was not scheduled to be available for flight duty.

### **D. Personal Day**

1. A Flight Attendant will be permitted to use four (4) days per calendar year of accrued sick leave for other than her/his/their own personal illness, which will be charged as a "personal day". The value of the day dropped will be deducted from the sick leave bank and he/she/they shall be paid and credited for the trip as if flown. If there is no, or insufficient, time available to cover all of the trip(s) dropped in the sick leave bank, the bank shall be depleted and the remainder of the dropped trip(s) shall be considered an unpaid personal day(s).
2. The "personal day(s)" may be requested at the time of the bid or any time prior to the beginning of a trip.
  - a. A "personal day" requested in the Initial Bid Award for a weekday out-and-back (holidays excluded and not adjacent to a vacation day) will be awarded in seniority order. Awards to more than three (3) Flight Attendants per day shall be at the discretion of the Company.
  - b. Approval of a "personal day" other than as provided in a. above shall be subject to the availability of coverage for the day involved and any subsequent days that would require coverage.
  - c. A request for a "personal day" on a holiday shall be awarded at the discretion of the Company.
  - d. A Flight Attendant may cash out "personal day(s)" and the value shall be the Minimum Daily Guarantee per day.
  - e. Any "unused personal day" payout must be requested by the end of the calendar year in which the personal day(s) are earned.

3. A Flight Attendant may request that a day off become a personal day during the months of January through October. The request shall be at the time of the initial bid and awarded as part of the Initial Bid Award. Awards will be made in seniority order. The pay for such day will be credited at the Minimum Daily Guarantee and deducted from the Flight Attendants sick bank. Awards under this provision (4.D.3.) to more than three Flight Attendants per day, during the months of November and December, or for requests submitted after the initial bid award, will be at the discretion of the Company.

E. Flight Attendants are not required to discuss the nature of an illness with Crew Scheduling, but may be required to do so with Inflight Management.

#### **F. Sick While on a Trip**

1. If a Flight Attendant becomes sick or injured while on a trip, the Company will provide hotel accommodations until the Flight Attendant is able to fly. A Flight Attendant who remains overnight out of domicile in a Company-provided hotel pursuant to this provision shall, on a day(s) subsequent to the initial sick day, may choose to be provided positive space travel to domicile or the designated commuter city of residence. If the period of not fit to fly is lengthy, alternative deadhead means will be considered.
2. A Flight Attendant who becomes sick while on a trip, shall be allowed to deadhead to domicile, if doing so would not jeopardize a Flight Attendant's health. At the Flight Attendant's option, such Flight Attendant may instead opt to be released and shall arrange her/his/their own transportation (non-rev, ground, etc.).

G. The Company may require a Flight Attendant who has missed work to provide documentation regarding the reason for the absence. If the Company requests that a Flight Attendant see a physician, the Company will pay for the portion of the bill not covered by insurance. A Flight Attendant shall be reimbursed within thirty (30) days upon submission of the receipt.

#### **H. Perfect Attendance Bonus**

A Flight Attendant who has "Perfect Attendance" as defined in Section 2 for a rolling six (6) months will receive a document of the Perfect Attendance in the personnel file and will choose between a bonus of \$50 or 3.5 hours added to her/his/their sick bank. A Flight Attendant who has Perfect Attendance for twelve (12) months will receive documentation of Perfect Attendance in the personnel file and will receive a Perfect Attendance bonus of \$200 or 5.0 hours added to her/his/their sick bank. After the first twelve (12) months, a Flight Attendant with subsequent six (6) months of Perfect Attendance will receive documentation of the Perfect Attendance added to the personnel file and will receive \$50 or five (5) hours added to her/his/their sick bank. A Flight Attendant with Perfect Attendance for 24, 36, 48 months, etc. shall receive documentation of the Perfect Attendance in the personnel file and will receive a Perfect Attendance bonus of \$200 and ten (10) hours added to her/his/their sick bank.

For the purposes of the rolling months, the date after the day of the last sick day shall count. For example, a Flight Attendant is out sick from June 10-12. The rolling 6 months begins on June 13 and the Flight Attendant is eligible for the 6<sup>th</sup> month bonus on December 13.

1. Perfect Attendance Bonus money shall be paid within sixty (60) days after being requested.
2. If a Flight Attendant transfers to customer service, he/she/they shall receive payout of any Perfect Attendance bonus for which he/she/they is entitled under this program.
3. If on a Leave of Absence and the Flight Attendant qualifies for Perfect Attendance under this paragraph, should he/she/they separate from the Company, the Perfect Attendance bonus will be paid in the Flight Attendant's final paycheck.

## **I. General**

1. Upon voluntary termination of employment, a Flight Attendant who has had Perfect Attendance for the preceding three (3) months shall have all hours in the sick bank paid out except as provided in Section 8.H. The number of hours paid out shall not exceed 600 hours.
2. A trip which becomes available as the result of a sick call will be placed into open time in accordance with the open time procedures in Section 7.
3. Lineholders calling in sick for a one or two day trip will be required to call Crew Scheduling once per trip. Lineholders calling in sick for a three or four day trip will be required to call Crew Scheduling three days after the original sick call. Lineholders will only be required to call in "well" if they are able to return to duty during that trip. Reserve Flight Attendants who are sick will be required to call Crew Scheduling for each scheduled reserve day. A Flight Attendant may be removed for a specific length of time if he/she/they has a doctor's excuse removing the Flight Attendant from flight status for that time.
4. A Flight Attendant who is able to return to work after the original pairing has been assigned will contact Crew Scheduling and coordinate the return to work. If the schedule prevents the Flight Attendant from returning to the original pairing, he/she/they will be assigned another trip or a reserve day as long as such assignment does not require the Flight Attendant to work into a day(s) off, without the Flight Attendant's consent. Such Flight Attendant shall receive the pay and credit for the original trip or the assigned trip, whichever is greater. If the Flight Attendant is assigned a reserve day and wishes to request a "Drop Trip Granted" at the time of assignment, such request shall be considered at the time of assignment and, at the Company's discretion, may be approved based on available reserve coverage.
5. In the event of the death of a Flight Attendant, any unused sick time will be paid to her/his/their estate.
6. Flight Attendants are encouraged to call in sick as far in advance as possible.
7. A Flight Attendant using sick leave shall be treated as an active employee.

## **J. Dependent Care**

One time in each calendar year, a Flight Attendant may use up to two (2) paid sick days to care for an immediate family member (child, husband/wife, domestic partner). Such absence shall count against the Flight Attendant for purposes of the Sick Leave Policy and shall also count as an occurrence for the purposes of determining Perfect Attendance. For record keeping purposes, the Flight Attendant must send Inflight Services such a request in writing, otherwise the absence shall be considered a drop no-pay (no-show).

## SECTION 5 VACATION

### A. Vacation Accrual

Flight Attendants will accrue vacation in the following manner:

1. During the year in which they are hired, Flight Attendants will accrue vacation on a prorated basis which will be determined based on the month in which they were hired. The following schedule will apply:

Month Hired	# of Days	Month Hired	# of Days
January	5	July	3
February	5	August	3
March	5	September	2
April	4	October	2
May	4	November	1
June	3	December	1

**Note:** Employees placed on the payroll between the first (1<sup>st</sup>) and the fifteenth (15<sup>th</sup>) of the month shall be considered as employed for the full month and receive full monthly credit. An employee placed on the payroll after the fifteenth (15<sup>th</sup>) of the month will be credited with vacation time the following month.

2. For a Flight Attendant who transfers (or transferred) to the Inflight Services Department from a different department within the Company, who remains (or remained) continuously employed with the Company between the transfer, he/she/they will begin accruing vacation based on the Flight Attendant's date of hire within the Company using the most recent date from which uninterrupted service (no removal from the seniority list) commences (or commenced). However, that Flight Attendant may not carry over any unused vacation accrued in her/his/their previous department.
3. Flight Attendants on an inactive status (i.e. leave of absence, except military active duty for training, jury, bereavement and sick leaves), for periods during the calendar accrual year shall be entitled to vacation on a prorated basis in conjunction with the period of active employment in that vacation year. Prorated vacation accrual shall be calculated on a monthly basis and credited where the Flight Attendant is available for more than 50% of the calendar days of that month. The Flight Attendant's monthly accrual rate will be 1/12 of his/her annual accrual rate. Fractions will be rounded to the nearest whole, with "5" rounded down.
4. The vacation year is defined as the calendar year, January 1 through December 31.
5. Once the Flight Attendant's term of employment as a Flight Attendant with the Company continues past January 1 of a calendar year, the Flight Attendant will revert to a calendar year vacation accrual system according to the following schedule based on the Flight Attendant's length of employment with the Company as set forth in paragraph A.2. above.
  - a. During the first full calendar year of employment, the Flight Attendant will accrue five (5) vacation days.

- b. During the second (2nd) through the seventh (7th) year of employment, the Flight Attendant will accrue ten (10) vacation days.
  - c. After completion of seven (7) full calendar years of employment, Flight Attendants will accrue fifteen (15) vacation days.
  - d. After completion of fourteen (14) full calendar years of employment (upon the 15th January 1<sup>st</sup>) a Flight Attendant will accrue twenty (20) vacation days.
6. Vacation may be used after the completion of six (6) months of employment as a Flight Attendant. During the first year of employment a new hire Flight Attendant may elect to carry over vacation accrual into the following year.

## **B. Vacation Credit**

- 1. Daily vacation will be credited at the Flight Attendant's hourly rate for trips (including deadhead) missed for each day on which vacation is applied.
- 2. A Flight Attendant holding a reserve line will receive a daily vacation credit of the Minimum Daily Credit times the Flight Attendant's applicable rate. A Flight Attendant holding a build-up line will receive a daily vacation credit of the Minimum Daily Credit for any reserve days which occur during the Flight Attendant's vacation period.
- 3. A Flight Attendant who falls below the guarantee as a result of a vacation bid, will have the option of receiving pay for the adjusted value of the line, or to request that sufficient reserve days be placed on the line at a value of the Minimum Daily Credit per day until that Flight Attendant has reached the minimum monthly guarantee, or to bid for open flying in the forty-eight (48) hour period following the initial awarding of the bid.

## **C. Bidding Procedures**

- 1. Yearly Bidding - Posting of Bids
  - a. The Company will post available vacation periods for the following calendar year by September 15. The first round bidding will close on September 30, and all vacation bids will be submitted to Flight Support in writing by that date. Flight Support will post awarded vacation results on October 15. Second round vacation bidding will begin October 15 and will end October 30. If a Flight Attendant wishes to participate in the second round bidding, the request must be submitted in writing to Flight Support by October 30. Final awarded vacation results will be posted by November 15.
  - b. The Company shall make enough vacation periods available for each Flight Attendant to bid all of her/his/their allotted vacation time.
  - c. All days of the calendar year will be available for vacation during the first round of bidding.
  - d. A Flight Attendant shall submit the vacation bid via submission to the Flight Support/Piedmont Airlines Web Site or another agreed upon method.
  - e. Vacation periods will be awarded on the basis of seniority. Each Flight Attendant will have her/his/their vacation period(s) awarded based on preference and availability before continuing to the next most senior Flight Attendant. Those who do not have all their vacation days awarded during the first round or want to change their first round award may bid during the second round based on available vacation periods.



- f. Flight Attendants who fail to bid or have unawarded vacation after the second round will be assigned vacation by the Company.
  - g. Flight Support will include a complete yearly summary of awarded vacation for all Flight Attendants in the monthly bid packet.
  - h. Additional vacation periods may become available during the year as a result of Flight Attendant resignations, vacation swaps, cancellations, leaves of absence, or for any other reason. These vacation periods will be made available to all Flight Attendants in the monthly bid packet when they become available and may be bid on, and will be awarded in seniority order, on a monthly basis.
  - i. If it is known before or announced prior to the annual vacation bid process that a domicile is closing, the Company and the Union will meet to determine how the affected Flight Attendants will bid vacation in their new domicile.
2. Monthly Bidding Procedures
- a. Flight Attendants will indicate on their monthly bid form awarded vacation days.
  - b. Flight Attendants will indicate on the Flight Attendant Vacation Form (FAV Form), attached to the monthly bid packet, which date to start applying vacation credit.
3. Awarding of Vacation in Monthly Bid
- a. Vacation days will be applied consecutively beginning on the first day of work in the award period. If the vacation falls on a trip series, that trip will be dropped. If the first day of vacation falls on a day off, the Flight Attendant may apply the vacation day to the last day of the preceding trip, within the bid period, making it a touching trip or to the first day of the succeeding trip. All touching trips will be dropped. If time dropped from touching trips places the Flight Attendant below guarantee, the guarantee will be adjusted accordingly. Reserve days will not be placed on days dropped unless requested by the Flight Attendant. In the event that vacation days fall at the end of the month, and there are insufficient work days in the monthly bid period to accommodate all vacation days, days of vacation will be applied to the last day of the preceding trip working backwards. (Example: A Flight Attendant has five (5) days of vacation on the 21<sup>st</sup>-25<sup>th</sup>. Work days occur on the 25<sup>th</sup>, 26<sup>th</sup> and 27<sup>th</sup> with the remainder of the month off. The remaining two (2) vacation days will be applied on the last two (2) working days prior to the 21<sup>st</sup>.)
  - b. A Flight Attendant who has a vacation period in the first five (5) days of the bid month and is awarded a carry-in trip will have the following options:
    - i. Modify the carry-over trip to terminate before midnight in base on the last day previous to the start of the vacation period; or
    - ii. Fly the entire carry-over trip and move the vacation period to begin after the conclusion of the carry-in trip.
4. Scheduled days off shall not be debited against accrued vacation.
5. Vacation days must be taken on consecutive days of scheduled work.

#### **D. Vacation Periods**

1. A Flight Attendant bidding for five (5) or less days of vacation will bid all days consecutively in a single bid period.
  2. A Flight Attendant bidding for six (6) to eight (8) days of vacation may bid the vacation time in two (2) bid periods. At least one period must be five (5) days taken consecutively in a single bid period. The other period of all remaining days must be taken consecutively in a single bid period with no period of less than two (2) days (except for those bidding a six (6) day vacation period in which case a single day may be bid).
  3. A Flight Attendant bidding for nine (9) to ten (10) days may split the vacation into a maximum of three (3) bid periods. One period must be at least five (5) days taken consecutively in a single bid period, the remaining days may be taken consecutively in any other two (2) bid periods with no period of less than two (2) days.
  4. A Flight Attendant bidding for eleven (11) days or more may split the vacation into a maximum of four (4) bid periods. At least one (1) period must be five (5) days in length taken consecutively in one separate bid period. The remaining days may be taken consecutively in any other three (3) bid periods with no period of less than two (2) days.
  5. A Flight Attendant with twenty-one (21) or more years of seniority who is bidding for twenty (20) days or more may split the vacation into a maximum of five (5) bid periods. At least one (1) period must be five (5) days in length. The remaining days may be taken consecutively in any other four (4) periods with no period of less than three (3) days.
- E.** If a Flight Attendant is delayed into a scheduled vacation period at an outstation, due to any reason, the Flight Attendant is entitled to depart out of the outstation as a "must ride" to return home.

#### **F. Working While on Vacation**

1. Whenever the Company requests and the Flight Attendant accepts a duty assignment on a scheduled vacation day, the Flight Attendant will be compensated for the value of the work performed on that day in addition to the vacation pay and credit due. Vacation buy-back will not be eligible for this provision.
2. If the Company does not offer the provisions of 1. above in the monthly bid package and the Company desires to offer the provisions during the month, all Flight Attendant's on vacation in the domicile on the date(s) in question will be offered the ability to work on such vacation day(s), in seniority order.
3. A Flight Attendant who trades with uncovered open time for the same number of days to move her/his/their days off during a vacation month shall be compensated for the value of the work performed on that day in addition to the vacation pay and credit due.
4. It is understood that a Flight Attendant may not be required to work during a vacation period, unless the vacation is canceled in its entirety.

#### **G. Vacation Adjustment**

1. A Flight Attendant will be permitted to swap vacation periods with other Flight Attendants in the same domicile. Swap requests from each Flight Attendant must be in writing and submitted to Flight Support prior to the month of the vacation in which the swap occurs. Properly submitted vacation swap requests shall be immediately approved, if the swap is for an equal number of vacation days. Requests for a trade involving an unequal number of days shall be awarded at the Company's discretion.

2. Flight Attendants will be permitted to exchange their previously awarded vacation for available vacation periods or bid on available vacation periods if they have available vacation.
  - a. The Company will post on the Company website all open vacation periods for the calendar year seven (7) days prior to the publication of the next month's bid package.
  - b. All vacation swaps or pick up bids must be submitted to Flight Support. Bids for vacation swaps or pick ups through the end of the year must be in writing to Flight Support and will close four (4) days after the publication of open vacation with awards reflected in the next month's bid package.
  - c. The Company will annually post, on the Company website, a schedule of the actual dates on which each of the above posting and closing deadlines will occur.
3. Flight Attendants on Leave of Absence may trade scheduled vacation with open vacation slots but may not trade vacation slots with another Flight Attendant.
4. Upon return from a Leave of Absence, a Flight Attendant who has unused vacation as a result of the Leave of Absence shall bid for such unused vacation from the open vacation published in accordance with paragraph G.2. above. If no vacation is available or becomes available by the end of the year, then the Flight Attendant shall, at the Company's option, cash out the vacation at five (5) hours per day or carry it over to the following year. The Flight Attendant may place the carry over vacation in any available slot for the following year during the monthly vacation bid process.

#### **H. Vacation Cancellation**

1. In the event that Flight Attendant vacation is subject to cancellation by the Company, the Company must:
  - a. Notify the LEC President to discuss the situation that necessitates the cancellation and, upon request, provide information as to the reasons for the cancellation(s).
  - b. Prior to canceling vacations, the Company will offer vacation buy-back in seniority order at the affected domiciles to the Flight Attendants with vacation during the period of intended cancellations.
  - c. If after vacation buy-back it is determined that additional vacation during the affected time period must be canceled, the Company may cancel Flight Attendant vacation in inverse seniority order. The Flight Attendant, with a copy to the LEC President, shall be advised of the cancellation in writing.
2. In the event that a Flight Attendant's vacation is canceled by the Company, such Flight Attendant may elect one of the following three (3) options:
  - a. Receive pay and credit for the vacation period as if the vacation had been taken; or
  - b. Use super seniority in vacation bidding to replace the canceled slot with available vacation periods in the next monthly bid or select another time period mutually agreed to by the Company and the Flight Attendant; or
  - c. Defer the vacation until the following year, if no vacation period remains at the domicile.

3. Any monetary losses (e.g., deposits, non-refundable tickets) incurred by a Flight Attendant resulting from a Company canceled or rescheduled vacation which are validated by receipts (credit card bills, canceled checks, etc. will suffice as receipts) shall be fully reimbursed by the Company within thirty (30) days of the Flight Attendant's submission of the receipts and the Company is entitled to attempt to recover monies lost. Monetary losses will not include items purchased in preparation for a vacation.
4. A Flight Attendant will not be scheduled for training during a vacation period, including scheduled days off, without the Flight Attendant's consent unless the training is necessary to retain qualification.
5. Vacation Buy-Back
  - a. Vacation buy back will be offered by the Company, in writing.
  - b. The Company shall advise the LEC President and the appropriate Flight Attendants as to the number of vacation days or number of vacation periods needed.
  - c. The Company will offer vacation buy back in seniority order, within the affected domicile.
  - d. A Flight Attendant will submit a written request to accept vacation buy back for the vacation days.
  - e. A Flight Attendant will be notified of an awarded vacation buy back by the Company. These vacation buyback award(s) will be confirmed in writing. The Flight Attendant will be awarded the original bid line trips without vacation applied, if still available. If not available, trips will be assigned on the originally scheduled work days. A reserve lineholder will be assigned reserve day(s) on the originally scheduled reserve days.
  - f. A Flight Attendant who accepts vacation buy-back shall be paid and credited as if the vacation had not been bought, in addition to two (2) hours of pay, no credit, per vacation day and the trip(s) which that Flight Attendant flies during a previously scheduled vacation block. Example; the Company buys back a Flight Attendant's 5-day vacation worth 20 hours. She is assigned to flying worth 25 hours. She will be paid and credited for 45 hours and paid an additional 10 hours, for a total of 55 hours (20 for the vacation bought, 25 for the trips assigned during the vacation and 10 hours for the 5 days of vacation multiplied by 2 hours per day).
6. A Flight Attendant whose vacation is canceled will be awarded the original bid line trips without vacation applied, if still available. If not available, trips will be assigned on the originally scheduled work days.

## **I. Resignation**

A Flight Attendant who resigns and has given the Company fourteen (14) days advance written notice of resignation will be entitled to her/his/their accrued vacation days, (calculated at the Minimum Daily Guarantee) up to the effective date of resignation.

## **J. Change of Domicile**

1. A Flight Attendant who bids out of base shall rebid vacation in the new domicile.
2. A displaced Flight Attendant shall carry over one (1) awarded vacation slot(s). The remaining vacation slots may carryover to the next year or the Flight Attendant may bid for open vacation slots.

## **K. General**

1. In the event of the death of a Flight Attendant, any unused accrued vacation time will be paid to the Flight Attendant's estate.
2. During a Flight Attendant's retirement year, she/he/they may accrue and carry over vacation from the previous year. This accrued time and the vacation time accrued during the retirement year shall be cashed out at four (4) hours per vacation day. The Flight Attendant must notify Human Resources and Inflight Services in writing prior to the retirement year if applying this provision.
3. All postings will be accomplished electronically.

## SECTION 6 TRAVEL EXPENSES

### A. Expenses

1. When authorized to drive a personal vehicle on Company business, a Flight Attendant will be reimbursed for mileage at the greater of the IRS allowable mileage rate or the highest rate applicable to other Company employees. The Company shall provide insurance for Flight Attendants who drive vehicles for Company business and will also reimburse Flight Attendants for expenses (excluding traffic violations) incurred by Flight Attendants driving vehicles on Company business. Company business will include crew members at RON stations who drive between the airport and hotel accommodations and crew members who drive to restaurants in instances in which there is no restaurant at or convenient to the hotel.

2. Domestic Per Diem

A Flight Attendant shall be paid per diem, according to the schedule listed below, for each hour, or fraction thereof, to be calculated from the time of check-in at the domicile to check-out at the domicile. This will include continued per diem during a trip which has a scheduled or unscheduled overnight in domicile.

Effective Date	Amount
3/2/2022	\$1.95
3/2/2023	\$2.00

3. International Per Diem

On trips or training requiring a Flight Attendant to overnight outside the contiguous United States, the Flight Attendant will receive an additional ten dollars (\$10) per overnight outside the contiguous United States.

4. A Flight Attendant who is required to attend training out of domicile shall receive per diem according to 2. or 3. above. A Flight Attendant who is required to attend training in domicile shall receive per diem during the time actually on duty.

### B. Lodging

1. Overnight Accommodations

The Company will provide comfortable and adequate single occupancy commercial lodging at all overnight stations, including out-of-domicile training overnights and Continuous Duty Overnights (stand-ups). In the event the Company wishes to use accommodations other than a hotel the Company will first obtain approval from the MEC/LEC President.

- a. i. The Company shall attempt to arrange for hotels to provide rooms that are non-smoking. Should there be no non-smoking rooms available, the Flight Attendant may elect to secure accommodations and will be reimbursed, upon submission of receipt, up to \$120. The Flight Attendant will be responsible for the cost of transportation to the alternate hotel and back or to the airport for report. A Flight Attendant must provide a contact number and location to Crew Scheduling when not staying at the designated crew hotel.

- ii. In addition to a. above, and 3. below, during a TDY lodging, the Company will arrange for rooms with refrigerators and microwaves, provided there is no additional cost to the Company. TDY lodging will be for the entire duration of the TDY, including day(s) off. Flight Attendants will not be required to change rooms or hotels during the TDY, unless the Company is unable to secure rooms because of a specific event taking place in that city at that time.
- b. Hotel information for a TDY will be supplied to Flight Attendants via telephone or email when finalized, but no later than seventy-two (72) hours prior to the beginning of the assignment.
- c. A Flight Attendant will not be required to relinquish a hotel room to accommodate additional pilot(s) at an overnight location.

## 2. Extended Sit Time

- a. If an extended sit time is scheduled to exceed five (5.0) hours, the Company will provide a hotel day room.
- b. If weather or mechanical problems require an extended sit time exceeding five (5) hours on an unscheduled basis outside of the Flight Attendant's domicile location, the Company will provide for a hotel day room when requested under this provision.
- c. At no time shall a Flight Attendant be required to share a hotel day room with a member(s) of the opposite sex nor shall hotel day rooms be occupied by more than two (2) crew members.
- d. For extended sit-time situations outlined in 2.a. and b. above, the Flight Attendant shall have the option of requesting and receiving, a crew meal in cities where the Company provides crew meals, or elect to obtain a meal in any city and be reimbursed for up to fifteen dollars (\$15), in lieu of the hotel day room. The Flight Attendant's option shall in no way be tied to the decision of other crew members.
  - i. If at any time a meal voucher program becomes available for use by other crew members, it will be available as an additional option to the purchase/reimbursement program.
  - ii. If the Company increases the meal reimbursement amount for other crew members, Flight Attendants will be reimbursed at the higher amount.
  - iii. Reimbursement will occur no later than thirty (30) days after the Company receives the expense submission, provided the Flight Attendant complied with the Company policy for submission of expenses.

## 3. Hotel Selection Process

- a. The Company will normally notify the MEC in advance of selecting a hotel and will consider the input of the Hotel Committee prior to the Company making its selection. The parties recognize that occasionally situations may arise where "time is of the essence" and does not permit this provision to be satisfied. However, the hotel selected will satisfy the following minimum requirements. The Company and the Hotel Committee may mutually agree to waive any of the below standards for a specific hotel:
  - i. Hotel room doors opening onto interior hallways
  - ii. Rooms will be non-smoking

- iii. No ground-floor rooms
    - iv. Wi-Fi provided in hotel room at no charge
  - b. The Company will attempt to ensure that the below provisions are provided:
    - i. No adjoining rooms except with other crewmembers
    - ii. Breakfast provided to Flight Attendants with “grab-and-go” breakfast provided to Flight Attendants who depart prior to hotel breakfast start time
    - iii. In-room refrigerators
    - iv. Microwaves available for use
  - c. When the Company goes on a site visit of a hotel which 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 visit. However, the Hotel Committee input shall not delay the implementation of the hotel selection.
  - d. The Company will meet with the Union's hotel representative upon request. The Company will work with the Union Hotel Committee to ensure that a hotel is safe, adequate, and within a reasonable distance of the airport.
  - e. Lodging shall be clean, quiet, in a safe area and have an eating facility.
- 4. The Company will attempt to negotiate elimination of access charges for international long distance telephone calls. Access charges on calls to the Company will be reimbursed upon submission of a receipt.
- 5. The Company shall provide transportation between the airport and the lodging facility.
  - a. The Company shall provide a suitable means of transportation with a licensed and insured carrier. The Company will continue to promptly address any reports of unsafe or unreliable transportation that are submitted on the Hotel Complaint Form.
  - b. At points other than the Flight Attendant’s domicile, where the Company’s scheduled or prearranged transportation is not available within thirty (30) minutes from report out, the Flight Attendant may utilize taxi transportation to the lodging facility and the Company will reimburse the Flight Attendant for such expense upon presentation of the receipt(s).
  - c. If there is no eating facility at or convenient to the lodging facility the Company will provide transportation to a suitable eating facility.
- 6. A Flight Attendant may utilize alternate transportation to the RON hotel. A Flight Attendant utilizing alternate transportation from the RON hotel to the airport must notify Crew Scheduling in advance. A Flight Attendant must provide a contact number and location to Crew Scheduling when not staying at the designated crew hotel. The Company may require that a Flight Attendant stay at the crew hotel for a specific operational reason, such as forecasted severe weather at the RON location or an aircraft mechanical problem that threatens to impact a Flight Attendant’s duties if away from the designated hotel.
- 7. If a multi-day trip splits in domicile due to weather, maintenance or other operational need (not caused by the Flight Attendant), the Flight Attendant(s) scheduled to work the trip will be provided a hotel room, if requested, provided the Flight Attendant is scheduled to return to flight duty or standby the following day.



## **8. Commuter Rooms**

- a. A commuter Flight Attendant will be eligible for a Company paid hotel room, in base or out of base, for trip adds from open flying, no more than three (3) times per month.
- b. A Flight Attendant will be eligible for a Company paid hotel room out of base for trip adds from open flying, no more than three (3) times per month.
- c. Notwithstanding a. and b. above, a commuting Flight Attendant domiciled at a non-hub location (average less than one hundred (100) daily AAG departures in the previous month), will be provided a hotel room in domicile up to four (4) times in a calendar month the day before the Flight Attendant's scheduled assignment commences or the day the assignment concludes. The hotel rooms will be provided at hotels selected by the Company only, and rooms will be booked using the current policy listed on the Inflight Department page of the company website. Hotel rooms provided by the company elsewhere in this agreement will not count against the four (4) monthly limit.
- d. Notwithstanding a. and b. above, a commuting Flight Attendant domiciled at a hub location (average one hundred (100) or more daily AAG departures in the previous month), will be provided a hotel room in domicile up to six (6) times in a calendar quarter (e.g., January-March) the day before the Flight Attendant's scheduled assignment commences or the day the assignment concludes, up to a maximum of twenty-four (24) in a calendar year. The hotel room will be provided at hotels selected by the Company only, and rooms will be booked using the policy currently listed on the Inflight Department page of the company website. Hotel rooms provided by the company elsewhere in this agreement will not count against the six (6) quarterly limit.

### ***From the 6/14/22 Letter of Agreement***

- 9. Nothing prevents the Company from offering hotel rooms to Flight Attendants on a non-precedent setting basis.

## **C. Ground Transportation/Deadhead**

- 1. At points other than the Flight Attendant's domicile, where the Company's scheduled or prearranged transportation is not available within thirty (30) minutes from report out, the Flight Attendant may utilize taxi transportation to the lodging facility and the Company will reimburse the Flight Attendant for such expense upon presentation of the receipts.
- 2. In the case of lengthy ground deadheads following diversions or cancellations, the Company will, if requested by the Flight Attendant, attempt to provide transportation separate from the passengers for the Flight Attendant.
- 3. The Company shall provide a suitable means of transportation with a licensed and insured carrier for all required ground transportation.
- 4. Deadhead travel to and from a TDY location will be scheduled. Deadhead only day(s) to and from a TDY assignment will be paid at 4.0 hours per day. Deadhead travel to/from the TDY domicile will be on a must ride basis. A Flight Attendant who is authorized to drive to a TDY assignment instead of deadheading will receive mileage expenses in accordance with Paragraph A. of this Section.

#### **D. Crew Meals**

1. A Flight Attendant who is not provided with at least a forty-five minute (:45) break within each six (6) hours of duty, commencing with the first scheduled departure time in a duty period and ending with the last arrival in that duty period will get a crew meal. The Company will attempt not to schedule aircraft swaps during meal breaks. A Flight Attendant who is required to submit to a drug or alcohol test or attend a company investigative meeting during such qualifying break (i.e., 45 minutes or more) will still be provided sufficient time to eat. If additional time is afforded to the other crewmembers, Flight Attendants will be afforded the same benefit.
2. In instances where a Flight Attendant determines that an unscheduled crew meal is necessary, the Flight Attendant will contact the Operations Control (or as designated by the Company otherwise). They will either provide the crew meal or a break.
3. At stations where passengers are bused to/from the aircraft, such break must be at least one hour and twenty minutes (1:20).
4. The quality of the meals shall be monitored by the Company and the Union. The crew meals shall be nutritious, fresh and to the degree possible, appropriate for the time of day.
5. The Company shall attempt to arrange for hotels to provide a continental breakfast for a Flight Attendant who departs from the hotel before breakfast is available.
6. Flight Attendants shall not be disciplined for eating in front of passengers.

#### **E. Parking**

A Flight Attendant has the option of either 1. or 2. Below:

1. At domiciles where free parking is not available, the Company will pay the cost of parking for Flight Attendants electing to park at the domicile. Flight Attendants based at co-domiciles shall receive free parking at those airports.
2. For Flight Attendants who elect to park at airports other than her/his/their domicile airport, the Company will reimburse actual parking fees up to a maximum of twenty-five dollars (\$25) a month. Requests for reimbursement must be submitted within thirty (30) days of receipt of the bill and will be reimbursed within thirty (30) days of the Company receiving a properly submitted request.
3. In addition to 1. and 2. above, a Flight Attendant awarded flying in a Satellite Domicile will be reimbursed for parking at the Satellite Domicile if free airport parking is not provided. Reimbursement will be at long-term rates and will be accomplished through the company expense reporting process.

*From the 6/14/22 Letter of Agreement*

## **SECTION 7 SCHEDULING**

### **A. Union Scheduling Committee**

1. The Company will consider recommendations of the Union's Scheduling Committee.
2. The Company will provide preliminary electronic copies to AFA of trip pairings and monthly line construction in the same manner and time frame that advance distribution of lines of flying is made within the Company. The Company will seek input from the Union on line construction and trip pairings provided that input is regarding an entire base and is submitted in a timely fashion. Whenever practicable the Union may assist in construction of bid lines.
3. The Company will meet with the Union Scheduling Committee upon request to discuss line construction and pairing issues and other scheduling issues. The Company will maintain such records and documents as are necessary to research and address scheduling problems and issues pertinent to the Scheduling Committee's activities.
4. Upon ratification of a new Agreement and/or Letters of Agreement, a System Board award or grievance settlement that requires a clarification of, or changes to existing scheduling rules as described herein, the Company will promptly notify and train the crew schedulers and other employees as appropriate. The Union will likewise seek to notify and educate the Flight Attendants in a timely fashion.
5. The Company will permit a member of the AFA Scheduling Committee to sit with the Company during the bid awards.
6. The Company will not select new scheduling software without the input of the AFA Scheduling Committee.

### **B. Trip Pairing Construction**

1. All scheduled flying shall be built into trip pairings, to the extent possible.
2. Normally, pairings, including those in Build-up Lines, will not exceed four (4) duty periods, but in no case will a pairing exceed five (5) duty periods.
3. Pairings shall be built to begin and end at the same airport.
4. Pairings may contain flight deadheading as well as surface deadheading.
5. The Company shall attempt to minimize excessive sit times.
6. Pairings will normally be built with one (1) duty period per calendar day.
7. A Flight Attendant assigned or awarded a pairing which has not been included in the bid package, will be sent a copy of the pairing by electronic means. However, a Flight Attendant shall not delay a flight departure solely in order to receive the electronic pairing notification.

### C. Line Construction

1. Lines of flying will be constructed between seventy-five (75) and ninety (90) credit hours based on a thirty/thirty-one (30/31) day month. 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 CDO's etc.), recognizing that a number of variables including flying allotted to the domicile, weekend/holiday schedule adjustments, etc. may make it difficult to build "pure" lines.
2. A maximum of ten percent (10%) of the flying may be held out of lines and placed into open flying.
3. Hard lines will be constructed with a minimum of eleven (11) calendar days off in domicile in a bid month. Reserve and Build-up lines will be constructed with a minimum of eleven (11) calendar days off in domicile.
4. All schedules will be constructed with a minimum of one (1) calendar day free from duty within a seven (7) calendar day period in domicile.
5. As many co-domicile lines as possible shall be built with trips that begin and end at the same airport. In the event there are leftover trips, mixed lines may be built.
6. Trips will be constructed with no more than fourteen (14) hours of duty time scheduled. No more than 10% of all duty days in the system or more than 20% of all constructed duty days per bid period in any domicile will be built in excess of twelve and one-half (12.5) hours of duty time.
7. Hard Lines. Hard lines of time shall consist of trips, trip series, and days off. During hard line construction, single days off, except for the first and last day of the bid period, shall not count toward the minimum days off. This rule shall not apply when lines are being built for a Flight Attendant returning from a leave of absence in accordance with paragraph D, below. Hard lines of time may contain charter flying and will contain no out of base trips. Hard lines may only contain reserve days during the interface period in accordance with Section 7.G.5. Reserve days will not be placed on the originally scheduled days off.
8. Build-Up Lines. The anticipated number of build-up lines shall be blank when posted. Build-up lines shall be constructed with open flying available after the forty-eight (48) hour period and contain reserve days, days off and four (4) Golden Days. Days off shall be grouped in one (1) four-day period and four of the remaining days off shall be grouped in at least two-day periods. A Flight Attendant may bid for Golden Days on the bid sheet and such bids shall be awarded in seniority order, if possible. Except as provided for in paragraph a., below, if the Company is unable to accommodate a Golden Day bid, the four-day off period will be the designated Golden Days. Build-up lines shall be built with the first build-up line containing the least number of reserve days and the last build-up line shall be built with the most number of reserve days unless the senior most person awarded a build-up line has been awarded in accordance with paragraph a., below. Remaining build-up lines will be constructed with the fewest reserve days to the greatest number of reserve days. The Company may not construct build up lines that contain more than eighty-five (85) credit hours in a month in which a Flight Attendant has three (3) days or more of vacation, or any training month, or a month when moving days are granted.

The most senior build up line holder shall be guaranteed first choice of Golden Days under the following rules:

- a. Guaranteed Golden Days may not include the interface or the day before, the day of, or the day after the following days: New Year's Day, Halloween, Thanksgiving or Christmas.
- b. Such guarantee shall apply to only one (1) build up line award per base.

### Section 7. Scheduling - 2

c. The Senior Build up lineholder must indicate a preference for guaranteed Golden Days which may result in more reserve days than lines awarded junior to them.

9. Reserve Lines. Reserve lines will be blank when posted. Reserve lines shall be constructed with reserve days, days off and four (4) Golden Days. Days off shall be grouped in one (1) four-day period and four of the remaining days off shall be grouped in at least two-day periods. A Flight Attendant may bid for Golden Days on the bid sheet and such bids shall be awarded in seniority order, if possible. If the Company is unable to accommodate a Golden Day bid, the four-day off period will be the designated Golden Days.

#### **D. Bidding Eligibility**

1. All Flight Attendants may bid for lines within their domicile as provided herein.
2. Flight Attendants who are scheduled to be unavailable for fifteen (15) days or more of the bid period will not be allowed to bid unless mutually agreed otherwise. Flight Attendants who are scheduled for vacation, Union trip drops and Military Leave may bid regardless of the number of scheduled unavailable days.
3. A Flight Attendant returning from a worker's compensation or medical leave shall not be allowed to bid until cleared for full duty by her/his/their physician. Upon clearance to duty a Flight Attendant will shadow bid. The Company shall consider any preferences provided by the Flight Attendant and submitted to Inflight Services with the return to work paperwork. Inflight Services will construct a similar line for the Flight Attendant using open time and shall only be scheduled to work the same number of day(s) she/he/they would have worked if awarded that line. That Flight Attendant shall receive pay and credit for the trip(s) flown. Lineholders will not be required to sit reserve if no reserve days were on the bid line.
4. A Flight Attendant returning from a leave who missed recurrent training will shadow bid and be constructed a line, as provided in 3. above. Such Flight Attendant will only be guaranteed pay starting with the recurrent training day she/he/they attends recurrent training.
5. A Flight Attendant returning from a furlough will shadow bid if not able to participate in a regular bid cycle. She/he/they will have a similar line constructed using open time and shall only work the same number of day(s) she/he/they would have worked if awarded that line. She/he/they will receive pay and credit for the trip(s) flown. Lineholders will not be required to sit reserve if no reserve days were on the bid line.

A Flight Attendant returning from a furlough who missed recurrent training will shadow bid and be constructed a line, as provided above. Such Flight Attendant will only be guaranteed pay starting with the day she/he/they attends recurrent training.

6. The Inflight Training Schedule shall be made prior to the initial award. This includes training dates and other days the Company anticipates that a Flight Attendant will be working in the Training Department. A Flight Attendant who is scheduled to be offline working in the Training Department for ten (10) or more days in a month will not bid for that month.

#### **E. Schedule Bidding Procedures**

1. The Bid Packet for bidding purposes will be posted on the Company intranet and made available to all Flight Attendants electronically via electronic mail, home access computer system, and the Company computer terminals located at each domicile at or before 1700 hours on the second Thursday of each month. Flight Attendants will be given five (5) days advance notice if the schedule for bidding purposes will be made available prior to the second Thursday. Deviations from this provision may be allowed for airline schedule changes, computer malfunctions and resulting construction of revised Flight Attendant schedules, with notification to the MEC President.

The Bid Packet shall contain the following information: crew cards/pairings, bid lines, anticipated number of build-up and reserve lines, ground school assignments, vacation days for bid month, current hotel list (or vendor contact information if a third-party vendor is used to arrange hotel accommodations), vacation form and other information necessary for bidding. The Company shall post, on the website, a current seniority list, including status, prior to the publication of the bid package.

A Flight Attendant on a Temporary Duty (TDY) assignment/award will be sent a bid packet if scheduled to be back in the domicile for that bid month in order to bid. A Flight Attendant scheduled to be on a TDY will be sent a bid packet for the TDY location in order to bid for a line at the TDY location.

2. Flight Attendants shall bid electronically by 1700 hours on the following Monday. Those requesting reserve and build-up lines shall list "Golden Day" and alternate "Golden Day" preferences in a four (4) day block. If at any time during the bid process, the Company's website is not functioning, Flight Attendants may submit their bids via email or fax during the period of time that the website is not functioning. Flight Support will send an email to all Flight Attendants before noon on the day the bid closes to remind them that the bid will be closing. A Flight Attendant whose bid has not been received, did not bid enough lines, or submitted an incomplete bid form, will be assigned the lowest numerical line after all other senior Flight Attendants have been awarded their lines.
3. A Flight Attendant on vacation or leave of absence for more than a week at the time the bid packages are published may request in writing that Flight Support mail a copy of the bid package via overnight mail at the address then supplied by the Flight Attendant. The Flight Attendant will pay the cost for such delivery. Such Flight Attendant may phone in the monthly bid to the crew schedulers' office by telephone prior to the closing of bids.

#### **F. Awarding of Bids**

1. Bid lines and "Golden Days" will be awarded based on seniority within the domicile.
2. The Company will post the preliminary bid awards the day after the bids close via the Piedmont Airlines website.
3. Initial Bid Awards

When closing the Initial Bid Award, Flight Support will make only the necessary adjustments to lines to provide for the month-to-month interface, vacation, training, minimum days free from duty, AFA days and other approved leaves. Initial Bid Awards for hard lines, which shall include all open flying, shall be posted electronically by 1700 hours on the third Thursday of the month. If, for any reason, the posting will not occur by 1700 hours on the third Thursday of the month, the Initial Bid Award will be posted via the Company's email system (or other electronic method as agreed upon with the Union) to all Flight Attendants. The Company shall not unreasonably deny a request for a copy of the Initial Bid Award to be emailed to a specific Flight Attendant in extraordinary circumstances.

Flight Attendants shall have forty-eight (48) hours from the time of posting of the initial awards to dispute any award. In the event it is confirmed that a Flight Attendant bid for and should have been awarded a different line, the lines shall be reawarded. All affected Flight Attendants shall be immediately notified if the lines are being reawarded in their domicile. Should the Initial Bid Award contain error(s), the error(s) shall be corrected during the Final Bid Award process.

#### 4. Forty-Eight (48) Hour Open Time Bidding

- a. The forty-eight (48) hour bid requests to alter a Flight Attendant's schedule with open flying are due to Flight Support by 1700 on the Saturday following the initial bid award posting. All trip adjustment requests shall be submitted through the Company intranet. A Flight Attendant may request adjustment of the line by adding trips on scheduled days off. Additionally, trips may be swapped with "Open Flying" providing the swap involves the same or a greater number of days of coverage. A Flight Attendant shall be awarded a requested trip trade as long as she/he/they are legal for such assignment, subject to the coverage requirements outlined in c. below. At the end of the initial trip adjustment period of forty-eight (48) hours, awards will be made in seniority order within the domicile.
- b. After the Initial Bid Awards are posted, all "open flying" shall be made available electronically to hard line holders during the forty-eight (48) hour period prior to any flying being assigned to build-up lines. Open flying shall be updated daily during the forty-eight (48) hour period.
- c. Prior to building the build-up lines, the Company shall process trip trades for the forty-eight (48) hour bid. Adjustments will be processed in the following manner:
  - i. Same calendar day trades will be automatically approved provided there is an eleven (11) hour period between the release time and report time of each trip on a Flight Attendant's line.
  - ii. Trades involving different calendar days will be approved provided there is an eleven (11) hour period between the release time and report time of each trip on a Flight Attendant's line. However, if, after the build-up and reserve lines have been constructed the Company determines there is a coverage problem on certain day(s) awarded trades may be unawarded in inverse seniority order. The LEC may review applicable documentation.
  - iii. Straight adds will be automatically approved as long as there is an eleven (11) hour period between the release time and report time of each trip on a Flight Attendant's line.
- d. There is no limit on the number of adjustments made during the forty-eight (48) hour period.
- e. A Flight Attendant shall not be permitted to pick up an out of domicile trip until after the final bid awards have been posted or processed.

#### 5. Final Bid Awards

When closing the Final Bid Award, Flight Support will make only the necessary adjustments to lines awarded in the initial bid award to provide for trip add/drops (including AFA trip drops) made during the forty-eight (48) hour period. Additionally, lines may be altered if they are being reawarded due to an error. The Final Bid Awards shall contain the award for hard lines, build-up lines and reserve schedules and all open flying. The award shall be made in seniority order and be posted electronically by 1700 hours on the Tuesday after the forty-eight (48) hour period. If, for any reason, the posting will not occur by 1700 hours on the Tuesday after the forty-eight (48) hour period, the Final Bid Award will be posted via the Company's email system (or other electronic method as agreed upon with the Union) to all Flight Attendants. The Company shall not unreasonably deny a request for a copy of the Final Bid Award to be emailed to a specific Flight Attendant in extraordinary circumstances.

Upon notification, the Company shall immediately correct any errors made during the Final Bid Award process.

6. A Flight Attendant who does not have electronic access to the Company website due to vacation or leave of absence at the time of bid awards may phone Flight Support to determine the bid award.

#### **G. Month to Month Interface**

1. Trips begun in the previous bid period will be continued into the new bid period to the extent possible (i.e., a continuation of the trip).
2. The monthly interface period shall consist of either the longest trip sequence in the domicile, or the first four (4) days of the month, whichever is less.
3. Trips which conflict during the interface may be adjusted as required to complete a logical sequence providing all provisions of this Agreement are followed. Any adjustment in a Flight Attendant's bid line will be completed in a manner as to maintain as closely as possible the original value of the bid line.
4. Other trips which do not conflict, but which cannot be flown due to guidelines established in this section will be dropped and the value of the awarded line adjusted accordingly.
5. Reserve days, or trips, may be placed on the days which have had trips dropped during the interface period. If a reserve day is placed on the line, the value of the reserve day will be four (4) hours.

#### **H. Administration of the Schedule After the Final Bid Awards**

1. Open Flying and Adjustments
  - a. All "Open Flying" that remains available after the initial adjustment period will be updated and posted in the computer by 0700 daily, unless non-standard operation disruptions prevent posting by 0700, in which case the posting will occur by 1000. Open flying may also be accessed on the Piedmont website, if technically and administratively feasible. This open flying shall consist of all trips not assigned in lines, trips dropped for Union business, trip drop requests from Flight Attendants and flying that becomes available for any reason. Open time for the current and future month will be posted on the website and updated daily.
  - b. Flight Attendants may opt to drop below the minimum guaranteed days off. Flight Attendants may pick up, add or trade trips to an unlimited number of credit hours.
  - c. Upon request, the Company will provide to the MEC a reason for any trade denial. The MEC may review the applicable documentation.
  - d. Adjustment requests shall be submitted in accordance with paragraph e. below. In the event that two or more requests for the same trip are received by 1500 on the same day, assignment will be made based on seniority within domicile. Flight Attendants may be awarded an out-of-domicile trip(s) (in system seniority order) provided no in domicile Flight Attendant has requested the trip(s) being awarded. However, trips in open flying that depart within forty-eight (48) hours may be unavailable due to already having been assigned to a Reserve. If the Company implements automation for updating open flying, the Company and the Union will meet and discuss implementation as it relates to the forty-eight (48) hour limit contained herein. The forty-eight (48) hour limit may only be reduced by mutual agreement.
  - e. Adjustment requests shall be submitted via email (or other mutually agreeable electronic method) by 1500 daily.



- f. Adjustment requests will be processed by 0700 daily and shall be posted electronically, unless non-standard operational disruptions prevent posting by 0700, in which case posting will occur by 1000. Requests received after 1500 shall be considered to have been received the following day.
- g. A Flight Attendant may pick up a trip and/or trade a trip with open flying out of domicile with crew scheduler approval. If approved, such Flight Attendant is not entitled to positive space travel, deadhead pay to/from the trip or lodging expenses incurred due to flying an out of domicile trip. Additionally, surface transportation or non-revenue flight travel on days other than trip days are not considered days of work.
- h. Prior to submitting an adjustment request form, a Flight Attendant shall closely scrutinize the request to ensure it is legal pursuant to the F.A.R.'s and this Agreement. An adjustment request will be denied if it does not contain a minimum of eleven (11) hours rest between trips.
- i. A Flight Attendant may drop down to sixty (60) credit hours, except that Flight Attendants with training, vacation and AFA drops may drop below sixty. If this occurs, no additional drops will be allowed.
- j. Crew Scheduling may advertise Reserve Day(s) for pick-up at least twenty-four (24) hours prior to day(s) of inadequate reserve coverage. A Flight Attendant may pick up a reserve day(s), if available, on a first come first serve basis.
- k. It is the Flight Attendant's obligation to contact Crew Scheduling to determine the status of the request for any schedule adjustment not later than twenty-four (24) hours prior to the trip report time. Once an adjustment has been approved, trips removed from a Flight Attendant's line are no longer the responsibility of the Flight Attendant.
- l. A Flight Attendant is limited to five (5) approved requests per month, not including forty-eight (48) hour adjustments and straight adds.

## 2. Trades Between Flight Attendants

- a. A Flight Attendant may trade with other Flight Attendants at other domiciles as long as the trade provides an eleven (11) hour period between the release time and report time of each trip on each Flight Attendant's line and is legal pursuant to the F.A.R.'s, this Agreement and there is enough time for the Flight Attendant to get to the trip prior to the trip's report time. Such trade will be automatically approved, provided the request is submitted three (3) days prior to the first trip involved in the trade. If less than three (3) days, the trade is subject to Crew Scheduling approval.
- b. Trades do not have to be of equal value or covering the same days. A Flight Attendant may drop a trip to another Flight Attendant.
- c. Trades between Flight Attendants at the same domicile that provide an eleven (11) hour period between the release time and report time of each trip on each Flight Attendant's line and are legal pursuant to the F.A.R.'s and this Agreement shall be automatically approved and posted in the computer.
- d. Trading trips for reserve days (RSV) or vice versa will be considered, as long as the entire sequence of reserve days is being picked up by the other Flight Attendant. Such request will not be unreasonably denied.

- e. Trip trades may be initiated by having both parties to the trade submit a request via email (or other mutually agreeable electronic method) to Crew Scheduling at least forty-eight (48) hours prior to the departure of the first trip involved. If because of circumstances beyond the control of the Flight Attendants, the Flight Attendants are unable to give forty-eight (48) hours' notice, trip trade requests initiated with less than forty-eight (48) hours' notice will be considered.
- f. Trades which require the "breaking" of a trip are permitted, subject to Scheduler approval. When granted, the Company will assume no additional liability for costs associated with the trade such as additional duty time, deadheading costs, or rooms. Trades will be done on a face-to-face basis. Flight Attendants may pick up a trip from another domicile. The Company will assume no additional liability for costs associated with the picking up of the trip.
- g. Last minute swaps between Flight Attendants shall be approved with at least thirty-five (35) minutes notice prior to the first departure, provided the swap does not conflict with contractual limitations, American Airline's booking policies, FAR limitations, or cause a flight delay. It is understood and agreed that this provision is intended for one (1) or two (2) flights, and not for a last minute opportunity to trade trips. Flight Attendants swapping under this provision shall not be entitled to the minimum day pay for the swapped portion of the trip.

Example: In PHL, an FA with a live leg to SBY wants to trade with an FA who is DH PHL-SBY and there is no conflict. Trade is approved. Original FA will not be paid for the dropped flight. Replacement FA will be paid and credited for the flight worked as flown.

Example: An FA (lineholder or reserve) is commuting to his domicile on a day off to begin six calendar days of work. Working FA wants the other FA to take revenue flight to domicile. This swap will be denied because it would violate an F.A.R. (1 in 7 for the Flight Attendant commuting).

Example: An FA who is scheduled to begin four reserve days is commuting into her domicile on her day off. The working FA swaps with the reserve. The FA commuting in who agrees to work the trip will be paid for the leg, towards guarantee, and will not be entitled to an additional day off since this is voluntary.

- h. Flight Attendants may trade their awarded bid lines after final bid lines come out, provided neither Flight Attendant involved in the trade has vacation or training during the month and the trade does not create a conflict during the interface, including flights ending on the last day of the previous month which create an illegality with the first trip of the month being traded.

### 3. Trades with Open Time

#### a. Dropping a Trip into Open Time

Flight Attendants may place trips into open flying. The trip drop will be approved when there is adequate staffing at the domicile. The trip will remain in open time until it is picked up or approved. If the trip is not picked up or approved by 1200 the day prior to the trip, the Flight Attendant shall fly the trip.

b. Trading a Trip with Open Time

- i. A Flight Attendant may trade a trip with trip(s) in open flying.
- ii. Trip trades with open flying in the same domicile that cover the same day(s) shall be automatically approved if submitted at least forty-eight (48) hours prior to the first trip involved in the trade. If less than forty-eight (48) hours, the trade is subject to Crew Scheduling approval.
- iii. Trip trades with open flying that do not cover the same days, the same number of days or are for different domiciles shall be subject to Company discretion.

c. Adding a Trip from Open Time

Straight adds will be automatically approved as long as there is an eleven (11) hour period between the release time and report time of each Flight Attendant's line.

4. No Fly With List (crew track code NFW)

A Flight Attendant (not a Reserve Flight Attendant) may drop a trip into open time in order to avoid flying with a certain crewmember. Such request shall be made via the Company website at least 48 hours in advance of the trip's check in time. Upon showing attempts to drop, swap, or trade, if there is no alternate trip available, such Flight Attendant will be required to sit Reserve on the original trip days and will be governed by the provisions contained in Section 9 (Reserve). Nothing herein prevents the Company and Flight Attendant from agreeing to alternate days of work (example, dropped trip covers 1<sup>st</sup> through the 3<sup>rd</sup>, pick up trip covers 2<sup>nd</sup> through 4<sup>th</sup>). If the Flight Attendant dropping the trip is assigned a new trip, the pay and credit shall be for the new trip. If not utilized on Reserve, the Flight Attendant shall be paid for the RSV Day(s). This provision may only be utilized four (4) times in a calendar year, but may not be utilized during holiday periods. A Flight Attendant may request an exception to these restrictions through InFlight Management.

**I. Critical Coverage/Premium Trips**

The intent of the premium trip designation procedure is to reduce the potential for drafting by designating premium opportunities on days where the available Flight Attendant reserve resources might not be sufficient to cover the flying. It is not intended to cause a reduction in the number of Flight Attendants or change the method historically used to determine Flight Attendant staffing levels. The Company will use the procedure in good faith and in the manner presented in negotiations.

1. In conjunction with the initial bid award, the Company will designate premium trips in accordance with the following formula:

For each day of the bid period, if the number of available Flight Attendant resources (Flight Attendants eligible and available for a build up or reserve line) fails to exceed the number of open trips system wide by eight (8), a sufficient number of premium trips will be designated until the number of Flight Attendant resources plus the number of premium trips equals or exceeds the sum of trips plus eight (8).

Example:

Open Trips	Trigger (+8)	F/A's	Min # of Premium Trips
20	28	24	4

In this example on a given day the Company must designate at least four (4) premium pay trips.

2. Premium trips will be bid and awarded during the forty-eight (48) hour bid period and in the same fashion as the non-premium trips.
3. Upon publication of the final bid award, and for ninety-six (96) hours thereafter, the Company will place premium trips in open flying in accordance with the following formula: For each day of the bid period, if the number of available Flight Attendant resources (Flight Attendants assigned a reserve or standby day) fails to equal or exceed the number of open trips system wide, a sufficient number of premium trips will be designated until the number of flight attendant resources plus premium trips equals or exceeds the number of open trips.

Example:

Open Trips	Trigger (0)	F/A Resources	Minimum Premium Trips Required
16	16	12	4

In this example on a given day, the Company must designate at least four (4) premium pay trips.

4. To be awarded any premium trip, the Flight Attendant must meet all contractual scheduling parameters, and be scheduled for a minimum of eleven (11) hours between trips.
5. Premium trips will be awarded at 1700 by Flight Support on each day of the ninety-six (96) hour period. The awards will be made in the same fashion as non-premium trips. Flight Attendants with reserve lines may bid for premium trips during the ninety-six (96) hour period, but awards will be at the discretion of the Company.
6. Premium trips will be placed in open flying on the 15th of the month using the formula in paragraph 3 above. They will remain there for forty-eight (48) hours and be awarded in the same fashion as non-premium trips. Flight Attendants with reserve lines may bid for premium trips during the forty-eight (48) hours, but the awards will be at the discretion of the Company.
7. Pay for Critical Coverage/Premium Trips
  - a. At the end of the month, the Company will compare the number of days of work that appeared on an initial bid award for line holders and the final bid award for build-up and reserve line holders with the number of days the Flight Attendant actually worked during the month. In order to be eligible for premium pay, a Flight Attendant must have actually performed work on a greater number of days than appeared on the Flight Attendant's initial or final bid award, whichever is applicable.

- b. For every additional day worked on a premium trip above the number of scheduled days of work in the applicable bid award, the Flight Attendant will receive a premium of 4.0 hours of pay above guarantee.
  - c. Days of work lost to bereavement or any action of the Company (rescheduling, cancellation, FAR compliance, training, etc.) will count as days of work for purposes of this section.
  - d. No premium will be paid for any trip or day that is assigned by the Company rather than bid by the Flight Attendant pursuant to these provisions. All premium pay is above the monthly guarantee.
  - e. A Flight Attendant who is awarded an out of base premium trip will be eligible for the four (4) hour premium only for the actual trip days. Normal pay will apply on travel days. A hotel will be provided if required and any deadheading will be must ride.
8. During periods of Critical Coverage/Premium Trips, the Company may honor requests of Flight Attendants to pick up partial trips (e.g., 1 or more days of a multi-day trip sequence) provided that the request includes either the beginning or the end of the original trip sequence. Such partial trip must originate and terminate in the Flight Attendant's domicile. Such trades may not create an illegality within the Flight Attendant's line and she/he/they must remain legal and available to fly remaining trips on their bid line. The Flight Attendant requesting the split shall receive pay for actual hours flown on the day of the split. At the Company's discretion, it may grant a request for a partial trip that does not conform to the above parameters. Requests for Critical Coverage/Premium Trips will be awarded in accordance with seniority in the following order or priority:
- a. Flight Attendants in the domicile requesting the full trip;
  - b. Flight Attendants in the domicile requesting a partial trip in accordance with the parameters specified above;
  - c. Flight Attendants from another domicile requesting the full trip;
  - d. Flight Attendants from another domicile requesting a partial trip in accordance with the parameters specified above.

## **J. Deadheading**

- 1. All deadhead flights shall be on Part 121 scheduled carriers. Any deadhead by air other than as provided herein shall be on a voluntary basis.
- 2.
  - a. Regularly scheduled deadhead segments will be booked on a must ride basis. Boarding will be accomplished according to the priorities established by the Company and in conjunction with the policies of other companies on which deadheading is scheduled. Scheduled deadheads to and from flight duty and training will be must ride status. When deadheading from flight duty and training the Flight Attendant shall be scheduled must ride status on the next available flight, consistent with published connect times.
  - b. Flight Attendant deadheads will be booked space positive when traveling to/from domicile to mandatory meetings.
  - c. At the time of crew card pairing construction, when deadhead(s) are required to flight duty, the Company will build trips and schedule the deadhead(s) on the latest available flight. Trips created after the crew card pairings have been published will be built with the latest available deadhead to flight duty, as long as schedule integrity is not compromised.

3. When a Flight Attendant is required by the Company to deadhead by air or ground, pay and credit shall be pursuant to Section 3. Compensation.
4. Flight Attendants will be on duty, for the purposes of this Agreement, while deadheading.
5. The Company will provide a suitable means of deadheading via ground services when such deadheading is required.
6. Deadheading from Flight Duty

On the last day of a trip, after check in or at the point of last deadhead leg(s) to domicile, a Flight Attendant, including a Reserve on the last day of reserve duty, (excluding a Flight Attendant on a scheduled Reserve Day) may call and request to be released from the deadhead(s). At that point the Flight Attendant shall be released unless reassigned for immediate flying, in which case she/he/they will be given the reassigned trip information. A Flight Attendant will not receive pay and credit for any deadhead segments voluntarily dropped. On a deadhead only day with multiple deadhead segments, a Flight Attendant who drops all deadheads, shall receive no pay and credit for the deadhead day. If such Flight Attendant flies one (1) or more deadheads on the multiple deadhead only day, she/he/they will receive the greater of two (2) hours or the scheduled or actual hours in the deadhead(s) actually flown.

7. When deadheading occurs at the beginning of a duty period, such duty time will commence at the report time for the deadhead segment.
8. When deadheading occurs at the end of the duty period, such duty time will end at block in time or fifteen (15) minutes after the block in time if "close out" duties are required.
9. If a day involves deadheading only, a Flight Attendant shall be paid and credited at the Flight Attendant's applicable rate with the greater of Minimum Daily Guarantee or the scheduled or actual hours in the deadhead.

#### 10. Alternate Deadhead to Flight Duty

- a. When the first scheduled leg(s) of a trip contains a deadhead leg(s) to flight duty, a Flight Attendant may request to utilize alternate transportation to the flight duty point. Such request shall be granted provided:
  - i. The originally scheduled deadhead flights are non-Piedmont flights.
  - ii. The alternate deadhead(s) are scheduled to arrive by the originally scheduled arrival time, or at least one (1) hour prior to the first scheduled flights departure time, at the flight duty airport, whichever is earlier.
  - iii. The Flight Dispatch Supervisor has not declared irregular operations.
  - iv. The Flight Attendant may request the change no more than twenty-four (24) hours prior to the trip.
  - v. The Flight Attendant is not needed to do other flying. (If the Flight Attendant is needed to do other flying, the reassigned trip information will be given at that time).
- b. Requests that do not meet the above criteria may be granted at Company discretion. Approval will not be unreasonably withheld.

11. A Flight Attendant may deadhead on an earlier flight than scheduled on a must ride basis, provided the request is made at least thirty (30) minutes prior to departure of the earlier flight. Such Deadhead will not be approved if the flight is oversold. There shall be no displacement of revenue or delay of the flight. The request may not be approved if the Flight Dispatch Supervisor has declared an irregular operation.

#### **K. Emergencies and Crew Scheduler Contact**

1. In the event of an aircraft emergency that requires an immediate debriefing of the Flight Attendant, the Flight Attendant shall be pay protected for any flying missed.
2. Crew Schedulers will only attempt to contact a Flight Attendant while the plane is in flight for non-emergency matters. In the event crew scheduling receives a personal emergency call or contact pertaining to a Flight Attendant, crew scheduling will contact the Flight Attendant immediately, once the aircraft is on the ground.
3. All Flight Attendant calls to and from Scheduling will be taped.
4. Crew schedulers will not make pay interpretations, or issue and/or threaten discipline.
5. The Company will maintain a standard method of notifying a Flight Attendant if an originating domicile departure time is appreciably delayed or canceled.
6. For scheduling purposes, Crew Schedulers will contact Flight Attendants only at those contact numbers designated as scheduling contact numbers and provided by the Flight Attendants as required by the Flight Attendant manual.

#### **L. Co-Domiciles**

1. The Company will not designate any new co-domiciles without first consulting the Union.
2. A Flight Attendant who begins a trip in one co-domicile but ends the trip in the other co-domicile shall be provided ground transportation back to the airport where the trip began and the duty time shall end upon arrival at that airport where the trip began. Such Flight Attendant shall receive deadhead pay and credit for the time spent traveling to the airport from where the trip began.

#### **M. Charters**

1. If charter flying is known to exist at the time of bidding, such flying shall be constructed as part of a bid line. The crew card for the month will reflect the nature of the charter including the destination and composition of the group.
2. Charters that become available during the bid period, and which will be flown as a separate trip, will be posted along with other open flying in the domicile from which the charter will be flown. Such flying will be posted as soon as it is known. Information pertaining to the nature of the charter including the destination and composition of the group will be included. Charter assignment will be handled consistent with the awarding of other open flying.

## **N. General**

1. In the event that a Flight Attendant is removed from a trip and replaced by a member of Inflight management or Inflight Training for the purpose of flight qualifications, then that Flight Attendant shall either be immediately reassigned to a trip that is scheduled to return to the domicile no later than the originally scheduled trip or free from duty for the duration of the trip. Such Flight Attendant shall receive pay and credit as if she/he/they flew the trip or the rescheduled trip, whichever is greater.
2. A member of Inflight Management or Inflight Training may pick up no more than four (4) days of flying from open time per month. A member of Inflight Management or Inflight Training may only pick up flying during the current month. Nothing herein shall preclude a management Flight Attendant from flying to prevent a cancellation.
3. When two Flight Attendants are scheduled for the same trip/flight, the senior Flight Attendant will have the choice of whether or not to remain on the trip. The Flight Attendant who does not fly the trip shall be guaranteed the greater of the pay and credit of the original trip or the reassigned trip. The details of such reassigned trip, if any, must be known to the Flight Attendants to facilitate an informed decision prior to the departure of the original trip. Such trip shall be subject to the reassignment provisions of this Agreement.
4. The Company will provide the MEC President or designee with the "actuals" for the previous month for each Flight Attendant. This information shall be provided no later than the fifteenth of the month.
5. Prior to building any stand-up/continuous duty overnights, the Company and the Union shall meet to determine the wages and work rules concerning the stand-ups.

## **O. High-Low Lines**

1. Five percent (5%) of the lines in each domicile will be built between sixty-five (65) and seventy-five (75) credit hours, with a minimum of one (1) per domicile.
2. Twice the number of low lines in each domicile may be built to ninety-five (95) credit hours.
3. A Flight Attendant awarded a low time line may not pick up open flying. Such Flight Attendant may trade with other Flight Attendants or open flying as long as the low line is not projected over seventy-seven (77) credit hours.
4. A Flight Attendant who is assigned, in inverse seniority order, an unbid low time line may pick up open time, trade with open time and pick up a reserve day(s) on her/his/their days off, to an unlimited amount of time.
5. A Flight Attendant awarded a low time line shall have that line guarantee.
6. A Flight Attendant awarded a low time line shall be guaranteed fifteen (15) days off.
7. A Flight Attendant awarded a low time line may not be junior assigned if the assignment projects the line to go above eighty-two (82) credit hours.
8. An unbid low time or high time line will be assigned in inverse seniority order.
9. High/low lines will be denoted in the bid package.



## **SECTION 8 LEAVES OF ABSENCE**

### **A. Personal Leave**

1. A leave of absence without pay may be granted to an employee when, in the Company's judgment, circumstances warrant. Seniority, but not sick leave and vacation, will be accrued during a leave of absence. Longevity will accrue during the first thirty/thirty-one (30/31) days of the leave, and then be retained thereafter. Leaves of absence, when granted, will normally be approved for a maximum of thirty-one (31) days. Leaves may be granted consecutively.
2. The Company will make every effort to grant a Flight Attendant emergency personal leave upon the request of the Flight Attendant in the event of severe illness of a family member in accordance with the Family Medical Leave Act of 1993.
3. A Flight Attendant on a personal leave shall not engage in employment without the approval of the Company.

### **B. Military Leave**

Leaves of absence for military service will be governed by applicable law.

### **C. Jury Duty**

1. A Flight Attendant required to perform jury duty will be compensated for trips missed on each day of flight duty missed. A Flight Attendant released from Jury Duty will be placed back on the bid trip if possible. If not possible, the Flight Attendant will be given another trip(s) that covers the days originally scheduled to work. If no trips are available, line holding flight attendants will be released with no loss of pay. A Reserve Flight Attendant may be placed back on Reserve duty the day after release from jury duty but only after being given a sufficient amount of time to return to domicile from the location where jury duty was served. A Reserve Flight Attendant's guarantee will not be reduced due to serving jury duty.
2. Any compensation or expenses provided by the court may be retained by the Flight Attendant. Seniority and longevity shall continue to accrue while on jury duty.

### **D. Bereavement Leave**

1. A Flight Attendant who has a death in the immediate family (mother, father, sister, brother, grandparent, parent-in-law, spouse, child, step-parent, step-parent-in-law, child for whom the employee is a guardian, and grandchild, or domestic partner) shall be granted time off in accordance with this paragraph. Should "Immediate Family" under Company policy be amended to include individuals other than those specified in the current contract, such individuals will also be included under this Agreement.
2. Upon notification to the Company of the death of a member of the family, included above, the Flight Attendant may request to be relieved from all work at the earliest point practical and begin a consecutive four (4) day period free from duty. Alternatively, at the Flight Attendant's request, the time off may be taken in a consecutive four (4) day period in conjunction with the funeral. In either case, the Flight Attendant will receive credit for trips missed within the four (4) day period.
3. If circumstances are such that additional time is required off in connection with the death, the Flight Attendant may request that vacation which is scheduled be moved for the purpose of providing additional time off.

4. A Flight Attendant may request and, at the Company's discretion, be granted unpaid time off for deaths involving individuals not covered in D.1. above. A Flight Attendant may also request and, at the Company's discretion, be granted unpaid time off in addition to that provided for in 1. through 3. above. The requests for time beyond that provided will be reviewed on an individual basis. In such cases provisions of the "Personal Leave of Absence" may be applied.
5. The Company may request verification of the death of the family member or domestic partner.
6. The employee will not be entitled to Bereavement Pay if on vacation, furlough, personal leave for any reason, sick or worker's compensation leave, or was not previously scheduled to fly.
7. In no case will the paid leave exceed four (4) days.

#### **E. Maternity/Parental Leave**

1. Within the first four (4) months of pregnancy, a Flight Attendant shall provide Inflight Services with pregnancy confirmation in writing from her doctor, stating her condition and expected delivery date.
2. A Flight Attendant, certified by her doctor to continue her duties as a Flight Attendant shall notify the Company immediately when her doctor determines she is disabled from performing her duties.
3. The Flight Attendant will be required to provide a letter from her physician, stating fitness to work, prior to bidding for the month before she will begin her third trimester.
4. Upon delivery, a Flight Attendant will, within ten (10) days, provide the Company with a letter stating her expected release from medical disability. The normal reinstatement period will be effective six (6) weeks following the termination of pregnancy. Should medical complications prolong the Medical Leave, as evidenced by the attending physician's report, an employee shall have reinstatement rights consistent with paragraph "F" of this Section.
5. A Flight Attendant may, within ten (10) days after the birth of her child, indicate by written request, a desire to take an unpaid maternity leave of absence, and such unpaid leave will be granted. Seniority and longevity shall continue to accrue while on maternity leave. Unpaid leaves will be granted consecutively to a maximum of one hundred and eighty (180) days following the birth. If medical disability continues beyond the six (6) week period or following the complication, such leave may be granted for the period of time remaining up to the maximum of one hundred and eighty (180) days following the birth.
6. A Flight Attendant may use earned sick time and scheduled vacation during her period of maternity leave to the extent available. A Flight Attendant who is scheduled for vacation during her period of maternity leave may move her vacation to a point later in the year, if available. Vacation which cannot be accommodated later in the year will be paid out following the month in which it occurs.
7. When a Flight Attendant desires to remain at home with the newborn child of her/his/their spouse or domestic partner, she/he/they may request and shall be granted a Parental Leave of Absence for a period not to exceed thirty (30) days from the date of delivery. Such leave may be extended at the Company's discretion. To the extent possible the Flight Attendant shall give the Company thirty (30) days' notice of intent to take the leave. The Flight Attendant shall utilize substitution leave (vacation) in accordance with Company Policy.
8. Parental Leave shall run concurrent with FMLA Leave. However, the Flight Attendant will not be denied Parental Leave if FMLA has been exhausted or that Flight Attendant does not qualify for FML.

## **F. Medical Leave**

1. A Flight Attendant who becomes unable to perform her/his/their duties for more than seven (7) days, will be placed on a Medical Leave of Absence until able to return to work. The extent of such leave will not extend beyond two (2) years from the commencement of the Medical Leave for a Flight Attendant who has completed probation, and not beyond one (1) year for a Flight Attendant who has not completed probation. Requests for Medical Leave extensions will be considered on a case-by-case basis. Company paid medical insurance shall continue for the duration of Medical Leave. Additionally, the cumulative time from a single illness or injury may not extend beyond the guidelines set forth above, unless mutually agreed upon by both the Company and the Union. Flight Attendants shall continue to accrue seniority and longevity.

A Flight Attendant may use accrued sick leave while on a Medical Leave. During such time that a Flight Attendant is using sick leave, direct deposit will continue, sick time will accrue, and vacation will accrue. A Flight Attendant using sick leave while on a Medical Leave of Absence will be treated as an active Flight Attendant for the purpose of pass travel. The time limit for the duration of the Medical Leave of absence (MLOA) will commence when the Flight Attendant has exhausted paid sick leave.

2. A Flight Attendant returning from Medical Leave will be allowed to exercise seniority to obtain a position at the domicile where the Flight Attendant was previously based. In the event that the domicile no longer exists, the Flight Attendant will be permitted to exercise seniority system-wide to obtain a position and such Flight Attendant will be entitled to a paid move pursuant to Section 21. The Company will return the Flight Attendant to active pay status within thirty (30) days, or the next bid, whichever comes first.
3. A Flight Attendant may shadow bid during a month when using sick leave to cover an extended absence. A lineholder shall receive pay and credit for the line which could have been held. A Flight Attendant awarded a Build-up line shall receive pay and credit for 80 hours and a Flight Attendant awarded a Reserve line shall receive pay and credit for the minimum guarantee. In all of the three above circumstances a Flight Attendant shall only receive pay and credit to the extent sick time is available. Example: A lineholder with 40 hours of sick time in his bank shadow bids and is awarded a line worth 85 hours. He will be paid for 40 hours.
4. A Flight Attendant returning to work from a Medical Leave will follow the provisions for returning from a Workers Compensation leave of absence outlined in H.6. below.

## **G. Time Off Without Pay**

At its discretion, for the purpose of stabilizing the work force and minimizing the need to furlough, the company will offer Time Off Without Pay (TOWOP) in lieu of a reduction in personnel. The Company may also offer TOWOP prior to offering a voluntary furlough. Time Off Without Pay will be offered in seniority order at the domicile where the overstaffing condition exists. A Flight Attendant may take a maximum of thirty (30) days (31 days in a calendar month of 31 days if taken consecutively) after which time the Flight Attendant will have Time Off Without Pay approved only after those who have used less than thirty (30) days have been offered such time regardless of seniority.

A Flight Attendant granted such time off without pay will retain and accrue seniority and longevity, and normal fringe benefits during such time off.

A minimum of seven (7) days' Time Off Without Pay must be requested. No more than one period of Time Off Without Pay will be permitted within a bid period unless such time is requested in connection with an approved vacation period that would provide for one consecutive period of time off. The seven (7) day minimum may be waived if the time, in connection with vacation would not permit the seven (7) days to fall within the bid period.

A Flight Attendant may not work trips during a period of Time Off Without Pay. However, participation in ground assignments, such as training or other non-flight related promotions will be permitted. A Flight Attendant in a grace month may be required to attend recurrent training during a period of TOWOP. A Flight Attendant in a base month may be required to attend recurrent training only if no training is scheduled for the following month. Additionally, a Check Flight Attendant will not be required to perform flight checks during a period of TOWOP.

The Company will advise the Flight Attendant(s) of anticipated TOWOP through a memorandum available at each domicile as early as practical.

## **H. Workers Compensation**

1. Flight Attendants who miss work as a result of an on-the-job injury (OJI) or illness shall receive benefits pursuant to applicable state law. Seniority and longevity shall continue to accrue while on an occupational leave of absence.
2. The extent of such leave will not extend beyond eight (8) years from the commencement of the Workers Compensation Leave, but Flight Attendants shall only be eligible to pay active employee rates for medical insurance for a period of five (5) years or until they are declared permanently disabled for the Flight Attendant position for the purposes of Workers Compensation. Flight Attendants who were on Workers Compensation Leave prior to April 10, 2014, and remain on such leave as of the date of signing of this Agreement, shall not have their rights, obligations, or benefits modified as a result of this amended Agreement.
3. While on Workers Compensation Leave, a Flight Attendant shall only accrue vacation through the end of the year in which they file their Workers Compensation claim. If the Flight Attendant does not return to work before the end of the year, such vacation will be paid out at the end of the year.
4. Sick leave accrued while on Workers Compensation Leave for injuries/illnesses incurred after April 9, 2014, shall not be paid out, unless the Flight Attendant returns to active service for a period of time equal to or greater than the period of the Worker's Compensation Leave.
5. While on OJI, if the Company offers light duty, the Flight Attendant shall have the option to accept the light duty assignment.
6. A Flight Attendant returning from OJI shall receive the monthly guarantee, prorated for a partial month, from the date the Flight Attendant is released to return to work. However, if the Flight Attendant needs any training prior to returning to work, the monthly guarantee shall begin on the earlier of:
  - a. the date she/he/they attends training; or
  - b. the eighth (8<sup>th</sup>) day after being released to return to work if the Flight Attendant needs recurrent training; or
  - c. the thirtieth (30<sup>th</sup>) day after being released to return to work if the Flight Attendant needs training other than recurrent training.

## **I. General**

1. Notwithstanding the subsections above, seniority and longevity shall continue to accrue for all absences less than thirty-one (31) days.
2. In the event a Flight Attendant receives a summons to appear in court, the Flight Attendant shall be removed from the schedule without pay. Flight Attendants summoned to appear in court shall provide a copy of the summons to the Director of Inflight Services immediately upon receiving it. However, Flight Attendants shall make a reasonable effort to trip trade or move the court appearance.
3. A Flight Attendant placed on an approved unpaid Leave of Absence or furlough in excess of thirty-one (31) days will not be required to make uniform payments.

## **J. Family Medical Leave (FML)**

1. The Company shall comply with the provisions of the Family Medical Leave Act.
2. Family Medical Leaves shall run concurrently with a Medical Leave.
3. A Flight Attendant will be eligible for an FML if one (1) year of active service has been completed.
4. A Flight Attendant on an FML shall retain and accrue seniority and longevity while on an FML.
5. A Flight Attendant may elect to utilize accrued vacation pay during approved Family Medical Leave – Other (FMLO). A Flight Attendant who elects to be paid from her/his/their vacation in accordance with this paragraph shall have the option of retaining the awarded vacation slot as unpaid time off.
6. A Flight Attendants will have no fewer than fifteen days to complete and return the required documentation for approval of FMLA. If an extension is necessary and requested within the fifteen (15) day window, it shall be granted. However, this provision does not relieve the Flight Attendant of the responsibility to ensure the required approval documents are submitted as timely as possible.
7. Certification for intermittent FMLA shall be for the time specified by the approving physician up to twelve (12) months. A request for intermittent FMLA in excess of twelve (12) months shall require recertification.

## **K. Management Leave**

A Flight Attendant who accepts a position as the Director of Inflight or reporting to the Director of Inflight shall retain and accrue seniority and longevity while serving in the position.

## **L. Union Leave**

A Flight Attendant who accepts an elected position with the Union shall retain and accrue seniority and longevity for the term of office. A Flight Attendant who is appointed to a position with the Union shall retain and accrue seniority, but not longevity for the term of the appointment. Benefits associated with employment will be handled consistent with other employees on an unpaid leave of absence. Flight Attendants on a Union Leave in accordance with this Section shall be entitled to the same pass benefits as if not on leave.

## **M. Adoption Leave**

1. At the Company's discretion, and on a case-by-case basis, a Flight Attendant who begins legal proceedings to adopt a child may be granted a leave of absence for a period which may last up to six (6) months. Such leave will commence on the date that the flight attendant takes custody of the child. Additional leaves will be considered by the Company due to extenuating circumstances.
2. Adoption Lease shall run concurrent with Family Medical Leave.
3. A Flight Attendant shall be required to use accrued vacation at the commencement of Adoption Leave.
4. A Flight Attendant shall retain but not accrue longevity for pay and vacation step increases while on such Adoption Lease.
5. A Flight Attendant shall not accrue vacations days and sick hours while on such adoption leave.
6. Medical, dental, and life insurance benefits will be administered the same as provided for Medical Leaves.

## N. Summary

Leave	Duration	Seniority	Longevity	Sick Time	Vacation	Benefits
<b>Personal</b>	granted for up to 31 days at a time.	retain and accrue	retain and accrue up to 30/31 days	no accrual	no accrual	FA pay for Emp. Prem for self and dep., 1st 30 days
<b>Jury Duty</b>	extent of the assignment	retain and accrue	retain and accrue	accrue	accrue	F/A pay for Emp. Prem for self and dependent
<b>Bereavement</b>	up to 4 days	retain and accrue	retain and accrue	accrue	accrue	F/A pay for Emp. Prem for self and dependent
<b>Maternity/ Parental</b>	up to 180 days	retain and accrue	retain and accrue	no accrual	no accrual	F/A pay for Emp. Prem for self and dependent
<b>TOWOP</b>	up to 30/31 days at a time	retain and accrue	retain and accrue	accrue	accrue	F/A pay for Emp. Prem for self and dependent
<b>Worker's Comp</b>	up to 8 years	retain and accrue	retain and accrue	accrue	accrue through end of year in which claim is filed	F/A pay for Emp. Prem for self and dependent for first 5 years of leave or until declared permanently disabled, if earlier
<b>Medical</b>	up to 2 years	retain and accrue	retain and accrue	no accrual	no accrual	F/A pay for Emp. Prem for self and dependent
<b>Furlough</b>	up to 4 years	retain and accrue	retain	no accrual	no accrual	FA pay for Emp. Prem for self and dep., 1st 30 days
<b>Sick Leave</b>	as available in bank	retain and accrue	retain and accrue	accrue	accrue	F/A pay for Emp. Prem for self and dependent
<b>FML</b>	up to 12 weeks	retain and accrue	retain and accrue	accrue	accrue	F/A pay for Emp. Prem for self and dependent
<b>Management</b>	unlimited	retain and accrue	retain and accrue	no accrual	no accrual	Co policy
<b>Union</b>	term of office or appointment	retain and accrue	retain and accrue if elected, retain if appointed	no accrual	no accrual	FA pay for Emp. Prem for self and dep., 1st 90 days.
<b>Adoption</b>	up to 6 months	retain and accrue	retain	no accrual	no accrual	Same as Medical Leave

## SECTION 9 RESERVE

A. Reserve Flight Attendant lines will be published in accordance with Sections 7 and 31 of this Agreement.

### B. Reserve Availability

1. Flight Attendants on reserve will be subject to call from 0500 to 1900. The Company may change the fourteen (14) hour reserve period by notifying a Flight Attendant the night prior to the reserve shift. The Company will honor requests to waive the remaining period of reserve beginning at 1700 on the last day of the reserve period and the Company will honor requests to be released from the remainder of the reserve day after confirming with scheduling that the last flight from the domicile has departed, when staffing and operational considerations permit.
2. Days off on reserve lines will not be adjusted except in cases of operational necessity and will be done as provided herein. The total number of days adjusted will not exceed two (2) within any bid period or fourteen (14) within a calendar year, without a Flight Attendant's consent. The cumulative number of days off may not be reduced below the minimum days off as a result of Company adjustments. Additional days may be moved with the Flight Attendant's consent. When a day off is adjusted, the reserve may present Crew Scheduling with three possible replacement day(s). If none of these requested date(s) can be accommodated, the Company shall assign the replacement day(s). The Company shall notify a Flight Attendant whose reserve day/day off is being moved and what the new schedule will be as soon as possible. A reserve day will not be adjusted to a Golden Day, without a Flight Attendant's consent.

C. Reserve Flight Attendants will contact Crew Scheduling on the day prior to commencing a day of reserve, as follows:

1. No earlier than 1700, and no later than 1900 on the evening prior to commencing a day of reserve for a reserve period beginning at 0500. For a reserve period beginning after 0500, the Flight Attendant will contact Crew Scheduling no earlier than 1700, and no later than ten (10) hours prior to commencement of the reserve period.
2. Whenever possible, reserves will be notified of assignment to the 0400 call out period not later than 1600 the day prior.
3. Any contact with Crew Scheduling initiated by the Flight Attendant after the timeframes delineated herein are considered voluntary (i.e. not required).

### D. Reserve Reporting Requirements

1. A Reserve Flight Attendant is required to report from call out within:
  - a. 120 minutes at CLT and PHL or other metropolitan city of similar size
  - b. 90 minutes at airports within busing operations
  - c. 75 minutes at all other airports.
2. In areas where co-domiciles exist, one of the domiciles will be designated as the "primary domicile" and all requirements will be based on that location. In the event the primary domicile is deactivated, Reserve Flight Attendants who reside more than the time periods stated above from the newly designated primary domicile will not be required to relocate within the revised time period stated above.



3. It is understood that any subsequent move will not place the Reserve Flight Attendant further from the new primary domicile than at the time of deactivation.

#### **E. Reserve Response Time**

1. Reserve Flight Attendants may utilize a cellular telephone while on reserve.
2. A Reserve Flight Attendant (RRF/RSV) will have fifteen (15) minutes to respond to a call from Crew Scheduling. The call out time in Paragraph D, above, shall begin at the time of the initial call from Crew Scheduling.
3. The Company will maintain the current provision within the Flight Attendant Manual (FAM) which states a requirement for a Reserve Flight Attendant to return a call to Inflight Services. The call back to Inflight Services will be within fifteen (15) minutes as well.

#### **F. Reserve Assignment**

1. A Flight Attendant scheduled for reserve may indicate a preference for being placed on first out or last out status in domicile for a period of reserve by contacting crew scheduling at least twenty-four (24) hours prior to the beginning of the period.
2. Assignment of flying to a reserve will be determined based on the Flight Attendant's indicated preference relative to her/his/their seniority and days of availability. Days of availability will be considered equal in cases in which each Flight Attendant has a sufficient number of days available to cover the trip. Preference by seniority will govern in that situation. Assignment of flying to a reserve will be made no more than forty-eight (48) hours in advance of the trip's check in time. Open trips will not be assigned to RSVs if a lineholder has submitted a request for that trip by forty-eight (48) hours prior to the origination of the trip. If the forty-eight (48) hour limit is reduced in Section 7.H.1.d., then this assignment limitation will be reduced accordingly.
3. A Reserve Flight Attendant's duty period begins at check in for an assignment. For per diem calculation purposes, a Reserve Flight Attendant shall be eligible for per diem when checked in for a reserve assignment at the airport.
4. A Reserve Flight Attendant given an assignment shall be available for a change to that assignment until one (1) hour prior to the assignment. Either the Flight Attendant or the Company may request to adjust this time.
5. A Flight Attendant on reserve may be assigned to flight(s)/trip(s) or assigned to airport standby. A Flight Attendant assigned to a flight/trip shall be given the complete trip information when the assignment is being made. Any RSV or Reserve Airport Standby (RAS) Flight Attendant who has been given a flight assignment will be sent a crew card if so requested. Scheduling will attempt to transmit the crew card promptly by electronic means. However, a Flight Attendant shall not delay a flight departure solely in order to receive the crew card.
6. Airport Standby (RAS)
  - a. Airport standby shall be for seven (7) consecutive hours.
  - b. The duty period of a Flight Attendant on RAS shall begin at check in at the airport. However, the following maximums will apply:
    - i. A Flight Attendant's reserve period combined with any time spent on RAS may not exceed fourteen (14) hours.

- ii. The time a Flight Attendant spends on RAS combined with any flight assignment may not exceed fourteen (14) hours, beginning at airport check-in for RAS.
  - c. The standby period for a Flight Attendant who deadheads to standby will begin at check in for the deadhead. That Flight Attendant shall be given the departure and return deadhead information and locator number at the time the assignment is made. If no assignment is given during the standby period such Flight Attendant shall be scheduled to deadhead home between one (1) hour prior to the end of the standby period and the time the standby period is scheduled to end and shall not be available for reassignment for the remainder of the calendar day.
  - d. If not assigned to flight duty during the standby period the Flight Attendant shall checkout at the end of the airport standby period and shall be free from all duty for the remainder of the day.
  - e. A flight given to a standby must be scheduled to depart within one (1) hour after the end of the standby period.
7. A Flight Attendant on reserve who is called to duty for less than 4.5 hours of duty may:
- a. be released and shall immediately start the rest period, or
  - b. be reassigned to a different flight/trip(s), or
  - c. be placed back on reserve, providing there is an opportunity to return home or to another contact point. The Flight Attendant shall be required to remain on duty from check in for the reserve assignment until released, or until the fourteen (14) hour availability period has been reached.
  - d. A Flight Attendant who is placed back on reserve may offer to sit airport standby. If the Company accepts the offer the Flight Attendant shall sit standby for a period not to exceed six (6) hours from the time the flight assignment ended. If not assigned to duty during the standby period the Flight Attendant shall check out six (6) hours after the beginning of the shift and shall be free from all duty for the remainder of the day. A flight given to a standby must be scheduled to depart within one (1) hour after the end of standby period.
8. A Flight Attendant on reserve who is called to duty for an assignment with 4.5 or more hours shall at the end of the reserve assignment be either immediately reassigned to a trip/flight or released from duty the remainder of the calendar day in which the duty commenced.
9. A Flight Attendant on reserve who receives a reserve assignment must be given at least one (1) rest period in domicile for every five (5) consecutive days on reserve.

## **G. General**

- 1. A reserve day that did not result in a flight assignment shall not be considered to be a day off.
- 2. A Flight Attendant who is assigned a trip while on a reserve day and then reassigned/rescheduled/extended shall not be subject to the reassigned/rescheduled/extended stipend or the reassigned/rescheduled/extended limitations set forth in Section 7. Scheduling or Section 31. Hours of Service.
- 3. A Flight Attendant on reserve shall not be given an assignment or reassigned to a flight/trip that does not return to the domicile on the last scheduled day of reserve, without the Flight Attendant's consent.

4. A Reserve Flight Attendant who cannot be returned to domicile prior to a scheduled day off and is required to RON shall deadhead back to domicile following the RON. If the deadhead is changed to a RSV day when checking in and the Reserve Flight Attendant is now working, it is considered a junior man for pay, but no junior man credit shall apply.

#### **H. Out-of-Domicile Reserve**

1. A Flight Attendant may be on reserve at a location other than the Flight Attendant's domicile, with the approval of Crew Scheduling. Such reserve duty will be governed by the contractual reserve provisions and the Company will incur no additional expense for the Out-of-Domicile reserve (such as hotel rooms, etc.).
2. Should the Company accept the Flight Attendant's request to sit Out-of-Domicile reserve, assignments to flight duty will originate from the Out-of-Domicile location and shall end at that same location or the domicile.
3. To maintain schedule integrity, the Company may require the Flight Attendant to return to the original domicile within a stretch of reserve days. If the Out-of-Domicile request has to be revoked during a stretch of reserve days, adequate notice will be provided to the Flight Attendant to allow the Flight Attendant to get into position for the next reserve day(s) at the original domicile.
4. Per diem will apply to Out-of-Domicile RSV if required to sit RSV at the airport in the Out-of-Domicile location.

## **SECTION 10 UNIFORMS**

- A.** A Flight Attendant shall wear the standard uniform as required in Company regulations at all times when on duty, or in connection with any event or special assignment where the employee is identified as a Piedmont Airlines Flight Attendant.

The uniform or its identifying insignia may not be worn at any function, meeting, or event not directly associated with or sanctioned by the Company unless specifically authorized by the Director of Inflight Service.

### **B. Initial Issue**

1. A new hire Flight Attendant shall be responsible for 100% of the cost of the purchase of the initial basic uniform including all required and accessory items. Initial Wings and Name Bars will be provided by the Company at no charge to the new hire Flight Attendant.
2. In the event a newly hired Flight Attendant is in possession of one or more pieces of the required standard uniform complement as per Paragraph 10.N. below, the Flight Attendant may present such piece or pieces to the Company for approval.
  - a. If, after visual inspection of the uniform piece, the Company approves such piece or pieces, the Flight Attendant may incorporate it or them into the initial issue standard uniform complement.
  - b. The decision on whether to approve such piece(s) shall rest with the discretion of the Company. Such discretionary approval shall not be unreasonably withheld and shall be made in writing, with a copy to the Union.
  - c. A Flight Attendant will not be required to purchase the same item that was approved pursuant to this paragraph. However, this does not relieve such Flight Attendant from ordering/purchasing the remainder of the initial complement listed in Section 10.N.
  - d. A Flight Attendant's date of hire will be considered the start date for purposes of paragraphs D.1-8, below.
3. As long as Inflight management has received prior notification, no Flight Attendant will be held out of service, disciplined, or in any way penalized if their initial issue of uniforms is delayed or unavailable for any reason beyond their control.

### **C. Uniform Cost**

1. Payment for the first uniform can be made either in a lump sum payment to the Company, or through payroll deduction.
2. Payroll deductions will be made at a rate of \$27.50 per paycheck.
3. Upon termination or resignation, any remaining balance will be deducted from the employee's last paycheck. If insufficient funds are available at the time of separation, the remaining balance will become due and payable.
4. The Company will permit the cost of optional items to be deducted from payroll under the same conditions as those outlined for required pieces. Optional items will be charged at 100% of their cost at all times.

5. With the exception of B.2. above, all required pieces for the initial uniform must be purchased through the Company.
6. The Company will loan maternity uniforms to Flight Attendants when requested.

#### **D. Replacements**

1. a. On January 1, each Flight Attendant with at least nine (9) months of active service (15 or more days active in the month) in the twelve (12) months preceding January 1 will have three hundred and fifty dollars (\$350) credited to the uniform account.
- b. A Flight Attendant with less than nine (9) months of active service (15 or more days active in the month) in the twelve (12) months preceding January 1 shall receive a prorated Flight Attendant Uniform Allowance Bank credit up to three hundred fifty dollars (\$350.00) in accordance with the table below. The credit shall be applied to the Flight Attendant's bank no later than February 1 in the year following the eligibility period (January 1-December 31).

<b>Months Active During Previous 12 Months</b>	<b>% of Annual Allowance Which Will Be Credited</b>
1	11% (\$38.88)
2	22% (\$77.00)
3	33% (\$115.50)
4	44% (\$154.00)
5	56% (\$196.00)
6	67% (\$234.50)
7	78% (\$273.00)
8	89% (\$311.50)
9 or greater	100% (\$350.00)

Example 1: A Flight Attendant is on a leave of absence from December 1, 2020 through June 1, 2021. On June 1, 2021, \$350 will be credited to the uniform account (credit for the eleven (11) months active between January 1, 2020 through December 31, 2020). On February 1, 2022, the uniform account will be credited \$273 (78% of \$350, credit for the seven (7) months active between January 1, 2021 through December 31, 2021). In this case, had the Flight Attendant returned on April 1, 2021, \$350 would be credited to the uniform account (credit for nine (9) months active between January 1, 2021 through December 31, 2021).

Example 2: A Flight Attendant is on leave of absence from January 1, 2020 through March 1, 2020, then again from May 1, 2020 through September 1, 2020. On February 1, 2021, the Flight Attendant will have \$234.50 (67% of \$350, credit for six (6) months active between January 1, 2020 through December 31, 2020) credited to the uniform account.

Example 3: A Flight Attendant is hired on July 1, 2020. On February 1, 2021, the uniform account will be credited \$234.50 (67% of \$350, credit for six (6) months active between January 1, 2020 through December 31, 2020).

2. Each Flight Attendant Uniform Allowance Bank with a positive balance during a calendar year (January 1-December 31), will be credited with up to fifty dollars (\$50) for that year for the sole purpose of paying for uniform shipping. The Flight Attendant shall be responsible for all shipping costs in excess of fifty dollars (\$50).

Example 1: A Flight Attendant with a Uniform Allowance Bank balance of \$180.00 places an order in January for which the cost of shipping is \$22.00. He then places an additional order in June for which the cost of shipping is \$14.00. No further orders are placed during the eligibility period. In this case, all shipping costs would be paid by the Company.

Example 2: A Flight Attendant with a Uniform Allowance Bank balance of \$180.00 places an order in January for which the cost of shipping is \$22.00. She then places an additional order in June for which the cost of shipping is \$14.00. Another order is placed in August for which the shipping cost is \$27.00. In this case, the Company would be responsible for \$50 for shipping during the year. The Flight Attendant would be responsible for the remaining \$13.00.

3. Monies available in the Uniform Allowance Bank may be used towards the purchase of any required or optional uniform piece and approved accessories.
4. To the extent possible, a Flight Attendant's Uniform Allowance Bank balance will be posted on the uniform vendor's and/or the Company's website. If the uniform status is not available on the uniform vendor's and/or the Company's website, the Company shall establish an alternate method to provide a Flight Attendant with the uniform account status. This shall be done on a monthly basis, with the understanding that there may be a time lag in entering the most recent transaction(s), which may not be reflected until the follow month's posting. The account status update shall include pieces purchased/replaced, the date purchased/replaced, amount paid and amount due.
5. A Flight Attendant on inactive status may not order uniform pieces until she/he/they returns to active status.
6. Payment for uniforms must be made by deduction from the Uniform Allowance Bank, payroll deduction or personal credit card. Each Flight Attendant will be responsible for amounts charged which exceed the available Uniform Allowance Bank balance. Exceedances will be charged to the Flight Attendant via Payroll deduction or personal credit card.
8. Unused Uniform Allowance Bank/shipping credit amounts do not carry-over to the following year.
9. If the uniform prices increase, AFA and Piedmont will meet to discuss a new replacement allowance amount.

#### **E. Alterations to Uniform**

The Company will pay for the reasonable costs associated with the proper fitting of all uniform pieces. Such alterations shall be limited to standard tailoring such as the shortening and lengthening of hems and sleeves, and the adjustment of waistbands. The Company will not pay for major changes to cut and style of any required pieces, unless specifically approved. Upon completion of the alterations, the Company will pay for such services upon receipt of an itemized invoice.

#### **F. Uniform Insignia**

The Company will provide each Flight Attendant with two (2) sets of wings and name bars at no charge every two (2) years.

## **G. Optional Items**

1. The Company may provide "optional items" as needed that may be used by the Flight Attendant. When such items are offered, the Flight Attendant must purchase them through the Company. "Similar" items, available from sources other than the Company, may not be worn as part of the uniform.
2. If a Flight Attendant purchases an optional item and the Company changes its policy and no longer allows that piece to be worn within six (6) months of purchase, the Company will give fifty percent (50%) credit of the original price to be used to purchase a new piece.

## **H. Accessory Items**

The Company will outline specific guidelines for accessory items such as shoes, luggage (other than provided), and any other item worn and visible to the public without specifically making them part of the required uniform.

## **I. Union Insignia**

A Flight Attendant shall be permitted to wear the official Union pin on a place visible on the Flight Attendant uniform. The Company reserves the right to designate the location where the official union pin may be worn.

## **J. Maintenance Allowance**

1. Each Flight Attendant will be paid a uniform maintenance allowance of \$22 per month.
2. A Flight Attendant must be active in the month in order to be paid the uniform maintenance allowance.

## **K. Changeover**

1. If the Company makes an immediate change to the uniform, the Flight Attendants will be provided with the new uniform at no cost. For example, the Company changes from a blue uniform to a lime green uniform.
2. If the Company makes an immediate change to a uniform piece and no longer allows a uniform piece(s) to be worn and has replaced it with another piece(s), the Flight Attendants will be provided with the new uniform piece(s) and the accessories, if required, at no cost. For example, the Company changes from the regular shirt to a new style shirt that must be worn with a scarf. The new style shirt and the scarf will be provided at no cost.
3. Any remaining balance on prior uniform pieces will continue to be deducted until fully paid.

## **L. Return Policy**

A Flight Attendant may return uniform pieces in accordance with the vendor's return policy.

## **M. Should the Company require a uniform piece that is not part of the complement in N. below, the Company will consider the recommendations of the Union's Uniform Committee.**

1. If required, incumbent Flight Attendants will be provided the item at no charge.

2. If required, New Hires will purchase the item as part of the required complement.

#### **N. Complement**

The Initial Uniform consists of the following (male or female):

Item
2 Blazers or Zip Jackets (or 1 of each)
4 Bottoms, including no more than one (1) Dress (Dress for female only)
6 Shirts
2 Scarves (female only)
2 Ties (male only)
1 Belt w/Buckle
1 Lunch Tote
2 Wings and name bars
1 Tote Bag
1 Suitcase
1 All Weather Coat

#### **O. Damaged/Stolen Uniforms**

1. A uniform piece which is damaged as a direct result of a Flight Attendant performing duties on the aircraft (torn on sheet metal, ruined by aircraft hydraulic fluid, etc.) will be replaced at Company expense, subject to approval by the Director of Inflight.
2. A Flight Attendant who has a uniform piece(s) stolen while on duty shall notify Inflight Services within forty-eight (48) hours of the time the Flight Attendant noticed the piece(s) was missing. The initial notification may be done over the phone, but will be followed up with an Incident Report via comail or fax. The Director of Inflight will make a determination as to whether or not the piece(s) was stolen through no fault of the Flight Attendant. Should the Company determine the Flight Attendant was not at fault the item will be provided to the Flight Attendant at no cost. The replacement item may be a used or returned item as long as it is of comparable or better quality than the originally damaged or stolen piece(s).
3. For the purposes of this subsection O. the luggage shall be considered part of the uniform.

#### **P. General**

1. The Company shall not charge Flight Attendants more for a uniform piece(s) than they are being charged from the vendor.
2. If prices are not available on the vendor website, then upon request, the Company shall furnish a Flight Attendant with a copy of the price list.
3. All uniform pieces distributed by the Company shall be new and unused. Flight Attendants may purchase used pieces from the Company at reduced prices.
4. Mainline fit line is currently available in CLT and PHL. Should circumstances change such that this provision is ineffectual, the parties shall meet to discuss available options.



## **SECTION 11 SENIORITY**

### **A. Seniority Accrual**

Seniority will begin to accrue upon commencement of initial Flight Attendant training. Seniority within the class shall be determined in the following manner;

1. current Company employees, in Company seniority order, then
2. new employees, from oldest to youngest, as determined by date of birth, with the oldest being given the lowest seniority number.

### **B. The Flight Attendant seniority list will be brought up to date at least twice a year (January 1 and July 1) and posted within thirty (30) days thereafter.**

### **C. Seniority List Discrepancies**

Any alleged error or omission affecting a Flight Attendant's seniority on any list must be protested by the affected Flight Attendant within thirty (30) days of the posting. A Flight Attendant making no protest within the time specified may not thereafter protest the alleged error or omission on the disputed list or any subsequent list(s).

### **D. Seniority Loss**

Seniority will be forfeited in the event of resignation, retirement, discharge for cause, failure to return from leave, furlough in excess of four (4) years, or transfer into a department other than Inflight.

### **E. Seniority will govern bidding rights, furlough, displacements from domiciles, recall after furlough, vacation preference and domicile vacancy assignments and awards, and other items as stated in this Agreement.**

## **SECTION 12 PROBATION**

### **A. Probationary Period**

A Flight Attendant will be on probation for the first six (6) months of continuous active service with the Company as a Flight Attendant.

The Company may extend a Flight Attendant's probation for cause. In no event shall the extension last for more than six (6) months. The Flight Attendant and the Union must be notified of the extension prior to the end of the Flight Attendant's first probation and the reason for the extension must be given.

- B.** Probationary Flight Attendants do not have access to the Grievance and System Board sections of this Agreement to contest disciplinary actions. However, they may have access to contest contractual issues.

## SECTION 13 UNION BUSINESS

- A. A representative of the Union will be permitted to utilize a training classroom to address interested new hire Flight Attendants either prior to the beginning or after the completion of a training day. The date for such a meeting will be determined by the Training Department and the Union. An instructor or other representative of the Company may attend such a session.
- B. **Flight Pay Loss**
1. The Company agrees to a Flight Pay Loss provision. The amount of flight pay loss billed to the Union will be calculated by multiplying the scheduled number of hours missed, times the applicable hourly rate, plus benefit costs of 25%.
  2. The Company shall not seek reimbursement for the first fifty (50) hours per month of Flight Pay Loss.
  3. The Company shall invoice the Union within sixty (60) days of the dropped trip.
- C. 1. Operational requirements permitting, the Company shall honor requests of the Union for release of Flight Attendants for Union business. Trips dropped for Union business prior to the Final Bid Award shall be placed into open time or a Build-up line. Upon request, at least one (1) Flight Attendant may drop up to eight (8) work days per bid period for Union business prior to the final award.
2. A Flight Attendant who misses a trip(s) dropped for Union business shall receive pay and credit for such trip(s) so noted on the pay report and approved by the MEC President. The minimum credit for each day of a trip will be the minimum daily guarantee. Union Business days falling on a day off will be credited with the minimum daily guarantee. The MEC President will maintain the final discretion on which days are paid Union Business Days.
  3. A Flight Attendant whose Union trip drop request was denied who subsequently trades or drops the trip shall have those days denoted on the line as days off for Union Business.
  4. Trips dropped for Union Business will be dropped in their entirety, unless the Union or Flight Attendant requests otherwise.
- D. Positive space travel to and from domicile will be provided by the Company for designated Union representatives and grievants traveling to System Board or negotiations. Positive space travel will also be provided for any other meetings initiated by the Company, including discipline meetings. Such travel will, upon request, be arranged from the station nearest the flight attendant's or representative's residence provided such station is served by American Airlines or American Eagle carriers. Other meetings will be handled on a case-by-case basis, in accordance with American Airlines Corporate Travel policy.
- E. The MEC President or designee at each domicile shall be allowed use of company Flight Attendant mailboxes and COMAT for distribution of official union material and will ensure that such material is professional, appropriate and not derogatory toward the Company.
- F. The Company shall provide the following information for each Flight Attendant to the MEC President and to the Union's Director of Membership (or designee) on a quarterly basis (or upon request), in an Excel format that is not password protected:
1. The name, address, phone number, employee number, date of hire, domicile and status information of each Flight Attendant. This information does not have to be supplied on a single form.
  2. Leaves of absence, termination, and resignation data.

- G.** Notwithstanding any other provisions of this Agreement, with the Company's concurrence, three (3) Flight Attendants designated by the Union may be awarded paid Union business leave on any days specified by the Union for the purpose of negotiations or negotiations preparation. Unless the leave is requested for a meeting scheduled with less than two weeks' notice, Union business leave requests shall be made at least two weeks prior to the first day of leave requested.

**SECTION 14**  
**UNION SECURITY AND DUES CHECK OFF**

- A. Each Flight Attendant of the Company covered by this Agreement who fails to voluntarily acquire or maintain membership in the Union, shall be required, as a condition of continued employment, within sixty (60) days following the beginning of such employment or as provided for in the Union's Constitution and Bylaws after the effective-date this Agreement or the completion of the probationary period, whichever is later, to pay to 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 MEC assessments.
- B. The provisions of this Section shall not apply to any employee covered by this Agreement to whom membership in the Union is not available upon the same terms and conditions as are generally applicable to any other Flight Attendant, or to any Flight Attendant to whom membership in the Union was denied or terminated for any reason other than the failure of the Flight Attendant to pay initiation (or reinstatement) fee, dues and assessments uniformly required. Nothing in this section shall require payment of any initiation (or reinstatement) fee, by any Flight Attendant not required to make such a payment pursuant to the Union's Constitution and By Laws.
- C. If any Flight Attendant of the Company covered by this Agreement becomes delinquent in the payment of a service charge or membership dues, the Union shall notify such employee by Certified Mail, Return Receipt Requested, copy to the Vice President-Human Resources of the Company, or designee, that the Flight Attendant is delinquent in the payment of such service charge or membership dues as specified herein and is subject to discharge as a Flight Attendant from the Company. Such letter shall also notify the Flight Attendant that she/he/they must remit the required payment within a period of fifteen (15) days or be discharged.
- D. If, upon the expiration of the fifteen (15) day period, the Flight Attendant remains delinquent, the Union shall certify in writing to the Vice President-Human Resources, with a copy to the Flight Attendant, that the Flight Attendant has failed to remit payment within the grace period allowed and is therefore to be discharged. The Vice President-Human Resources shall thereupon take proper steps to discharge such Flight Attendant from the service of the Company.
- E. A grievance by a Flight Attendant who is to be discharged as a result of an interpretation or application of the provisions of this Section shall be subject to the following procedures:
1. A Flight Attendant who believes that the provisions of this Section have not been properly interpreted or applied as they pertain to the Flight Attendant, may submit a request for review, in writing, within five (5) days from the date of notification by the Vice President- Human Resources as provided in Paragraph D above. The request must be submitted to the Director-Inflight Services, or designee, who will review the grievance and render a decision in writing not later than five (5) days following receipt of the grievance.
  2. The Director-Inflight Services, or designee, shall forward the decision to the Flight Attendant, with a copy to the Union. Said decision shall be final and binding on all interested parties unless appealed as hereinafter provided. If the decision is not satisfactory to either the Flight Attendant or the Union, then either may appeal the grievance within ten (10) days from the date of the decision directly to a neutral referee who may be agreed upon by the Company and the Union within ten (10) days thereafter. In the event the parties fail to agree upon a neutral referee within a specified period, either the Company or the Union may request the National Mediation Board to name such neutral referee. The decision of the neutral referee shall be final and binding on all parties to the dispute. The fees and charges of such neutral referee shall be borne equally by the Company and the Union.

- F.** During the period a grievance is being handled under the provisions of this Section, and until final award by the Director-Inflight Services, designee, or the neutral referee, the Flight Attendant shall not be discharged from the Company nor lose any seniority rights because of non-compliance with the terms and provisions of this Section.
1. A Flight Attendant discharged by the Company under the provisions of this paragraph shall be deemed to have been "discharged for cause" within the meaning of the terms of this Section.
  2. It is agreed that the Company shall not be liable for any time or wage claims of any Flight Attendant discharged by the Company pursuant to a written order by a authorized Union representative under the terms of this Section.
  3. The Union agrees to indemnify and hold the Company harmless against any suits, claims, and liabilities which arise out of, or by reason of, any action taken by the Company pursuant to a written order from an authorized Union representative under the terms of this Section.
- G.**
1. During the life of this Agreement, the Company agrees to deduct from the pay of each Flight Attendant covered by this Agreement and remit to the Association of Flight Attendants-CWA, membership dues uniformly required by the Association of Flight Attendants-CWA, as a condition of acquiring or retaining membership, and in accordance with the provisions of the Railway Labor Act, as amended, or a service charge provided such Flight Attendant voluntarily executes the following agreed upon form. This form, "Voluntary Assignment and Authorization for Payment of Union Service Charge and Dues", also to be known as a Service Charge and Dues Form, shall be prepared and furnished by the Association of Flight Attendants-CWA.
  2. When a member of the Association of Flight Attendants-CWA properly executes such Service Charge and Dues Form, the Treasurer to the Association of Flight Attendants CWA, shall forward an original copy to the Vice President-Human Resources, Piedmont Airlines, Inc. Any Service Charge and Dues Form which is incomplete or improperly executed will be returned to the Treasurer. Any notice of revocation as provided for in the Agreement or Railway Labor Act, as amended, must be in writing, signed by the Flight Attendant and delivered by Certified Mail, addressed to the Vice President-Human Resources, Piedmont Airlines, Inc. with a copy to the Association of Flight Attendants CWA. Service Charge and Dues Forms and notices received by Piedmont Airlines will be stamp dated on the date received and not when mailed.
  3. When a Service Charge and Dues Form, as specified herein, is received by the Vice President-Human Resources, Piedmont Airlines, Inc. on or before the first day of the month, deductions will commence with the second payday of the month following, and will continue thereafter until revoked or canceled as provided in this Section. The Company will remit to the Association of Flight Attendants-CWA, payment of all dues and assessments collected, by the tenth (10th) day of the following month in which they are collected. 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 the Association of Flight Attendants-CWA membership dues to the Association of Flight Attendants-CWA shall be done electronically and will be accompanied by an Excel spreadsheet (not password protected), which shall include names, payroll numbers, and amounts deducted for Flight Attendants for whom deductions have been made in that particular period.

Additionally, upon receipt of the properly executed Service Charge and Dues Form, the Company will deduct and remit to the Association of Flight Attendants-CWA the initiation fees for new members. Such fees will be payroll deducted in equal installments over a period of three (3) months.

4. a. No deduction of the Association of Flight Attendants-CWA dues will be made from the wages of any Flight Attendant who has executed a Service Charge and Dues Form and who has been transferred to a job not covered by this Agreement, who is on furlough, or who is on leave without pay. Upon return to work as a Flight Attendant covered by this Agreement, whether by transfer, reinstatement or return from leave without pay, or recall from furlough, deductions shall be automatically resumed, provided the Flight Attendant has not revoked the assignment in accordance with the other appropriate provisions of this Section and of the Railway Labor Act, as amended.
- b. A Flight Attendant who has executed a Service Charge and Dues Form and who resigns or is otherwise terminated (other than by furlough) from the employ of the Company, shall be deemed to have automatically revoked the DCO and if re-employed, must execute and provide to the Company a new Service Charge and Dues Form, whereupon the Company will resume deduction of Union dues.
5. Collections of any back dues owed at the time of starting deductions for any Flight Attendant and collection of dues missed because the Flight Attendant's earnings were not sufficient to cover the payment of dues for a particular pay period, will be the responsibility of the Association of Flight Attendants-CWA and will not be subject to payroll deductions.
  - a. Notwithstanding Section 14.G.5. above, the Parties agree to a one (1) year trial period beginning with the second full month following the date of signing of this Agreement, to provide for payroll deductions associated with owed back dues or dues missed due to insufficient earnings. During the trial period, the attached revised "Assignment and Authorization For Voluntary Union Dues" form shall be utilized for the purpose of authorizing these additional payroll deductions.
  - b. At the conclusion of the trial period, the Parties must either agree to the continuation of the additional payroll deductions authorization; or in the absence of mutual agreement, the provision of Section 14.G.5. shall be reactivated in full force and effect, together with the "Assignment and Authorization For Voluntary Union Dues" form that was in effect prior to the trial period.
6. Deductions of membership dues shall be made monthly provided there is a balance in the paycheck sufficient to cover the amount after all other deductions authorized by the Flight Attendant 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 monthly period in which the last day of work occurs.

#### **H. FlightPAC Contributions**

1. The Company shall provide a means for payroll deductions for voluntary Flight Attendant contributions to the Association's political action committee, known as FlightPAC.
2. All payroll deduction authorizations shall be submitted to the Association's MEC President, who will forward the original signed copy to the Payroll Department, Piedmont Airlines, Inc.
3. The forms necessary for the administration of the FlightPAC will be provided by the Association and distributed to all Flight Attendants by the Association. FlightPAC payroll deductions will be made from each paycheck and remitted to the Association via Electronic Money Transfer within ten (10) days after the second payday of the month. The Company will promptly send via electronic medium a separate list of names, domiciles, payroll numbers, pay periods and total amounts deducted for those Flight Attendants for whom such deductions have been made as soon as possible thereafter. Such payroll deductions will automatically cease if the Flight Attendant is terminated, furloughed, or is not in active service with the Company during the pay period. FlightPAC payroll deductions for a Flight Attendant who returns from a furlough, leave of absence, or who is reinstated will automatically be reactivated.

4. Any revocation of FlightPAC deductions shall be submitted in writing, signed by the employee and submitted to the Association's MEC President, who will forward a copy to the Payroll Department, Piedmont Airlines, Inc.





**ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO  
ASSIGNMENT AND AUTHORIZATION FOR VOLUNTARY CHECK-OFF OF UNION DUES**

To: PIEDMONT AIRLINES, INC.

I hereby authorize the Company to deduct from my first paycheck of the month the amount equivalent to 50% of the Union dues in accordance with the AFA-CWA Constitution & Bylaws and to pay such amount directly to the designated officer of the Union.

Additionally, I authorize the Company to deduct from the second paycheck of the month the amount equivalent to 50% of the Union dues in accordance with the AFA-CWA Constitution & Bylaws and to pay such amount directly to the designated officer of the Union.

Separate and apart from all deductions for initiation fees and dues referenced herein, I also direct the Company to deduct from the second paycheck of each month an additional amount, equal to one month's dues, for the purpose of satisfying any current dues arrears obligation and to pay such amount directly to the Association of Flight Attendants-CWA (AFA-CWA). Such arrears deduction shall continue until the entire dues arrearage is satisfied.

This assignment and authorization may be revoked by me in writing after the expiration of one (1) year from the date hereof or upon the termination date of the agreement in effect at the time this is signed, whichever occurs sooner. A copy of such revocation will be sent to the President of the Master Executive Council.

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

Employee Number: \_\_\_\_\_

Classification Seniority Date: \_\_\_\_\_

Domicile: \_\_\_\_\_

Date of First Deduction: \_\_\_\_\_

NOTE: This form may be used by non-members for monthly service charge deductions. Please print name and address below.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State & Zip: \_\_\_\_\_

Please complete and return to:

Association of Flight Attendants-CWA, AFL-CIO

501 Third Street, N.W., Washington DC 20001-2797

ATTN: AFA-CWA Membership Department

**\*\*Dues, contributions or gifts to the Association of Flight Attendants-CWA are not deductible as charitable contributions for federal income tax purposes. Dues paid to the Association of Flight Attendants-CWA, however, may qualify as business expenses, and may be deductible in limited circumstances subject to various restrictions imposed by the Internal Revenue Code.**

## SECTION 15 GRIEVANCES, INVESTIGATION AND DISCIPLINE

- A. A grievance is a dispute between the parties arising under the terms of the Agreement. Any Flight Attendant or group of Flight Attendants (except as noted in Section 12) who have a grievance concerning any action of the Company affecting them shall be entitled to have such grievance handled in accordance with this procedure. Prior to the filing of a grievance, the Flight Attendant or Flight Attendants will discuss the matter with the Director of Inflight Services, or designee, in an effort to resolve it. If it is mutually agreed, by the Company and the grievant, that such action will not facilitate a resolution of the issue, this step may be waived. When a grievance is filed, it shall contain a reference to the provisions of the Agreement alleged to have been breached and a short, concise statement of the facts involved. All filings and decisions as described in this Section will be conveyed electronically via email. Any emailed submission, notification, or other communication sent in accordance with this Section must be sent via an electronic system which allows for "delivery" and "read" confirmation.
- B. Grievances must be submitted electronically to the Vice President of Flight Operations, or designee, within thirty (30) days after the Flight Attendant has knowledge or would be reasonably expected to have knowledge of the event which gave rise to the grievance.

### Hearing

1. Within ten (10) days of receipt of the grievance, a hearing will be held by the Vice President of Flight Operations or designee.
  2. Within ten (10) days of such hearing the Company shall render its decision electronically to the Flight Attendant, the MEC President, MEC Grievance Chairperson and the AFA-CWA Legal Department.
  3. The grievant shall have the right to be represented at the Grievance Hearing by a Union representative or another Piedmont Airlines Flight Attendant.
- C. If the decision in paragraph B.2. is not satisfactory to the Flight Attendant, it may be appealed by the Union to the System Board of Adjustment within thirty (30) days after "read" confirmation is received by management from the aggrieved Flight Attendant(s) of the decision. Decisions appealed to the System Board of Adjustment will be subject to the Grievance Mediation process prior to being heard by the System Board of Adjustment. Witnesses for both parties may be presented at Grievance Mediation. Unless mutually agreed otherwise by the parties, all decisions/awards reached in grievance mediation will be on a non-precedent, non-referral basis.
- D. Deadlines may be extended by mutual agreement.
- E. Written filings and decisions as described in this Section will be conveyed electronically via email. The grievant shall be responsible for responding to a request for a "read" confirmation as promptly as possible to acknowledge receipt. If the Company does not receive "read" confirmation from the grievant within three (3) business days the Company will phone the grievant to verify delivery. If the Company is unable to verify delivery due to a lack of response from the grievant, a notice that the Company was unable to confirm receipt by the grievant will be sent to the same recipients as stated in paragraph B.2. above. In that case, written filings and decisions as described in this section will be considered delivered on the date that the follow up notice is sent to the Union. Any time limits referenced in this Section will be extended by the amount of time that the grievant is on vacation during this period.

## **F. Disciplinary and Discharge Grievances/Investigations**

1. Discipline will only be levied for just cause. A Flight Attendant shall not be disciplined or dismissed from the Company without notification electronically. In the case of dismissal, the dismissed Flight Attendant will also receive such notification in writing, with receipt confirmation. In all instances of discipline or dismissal, an electronic copy will be furnished to the MEC President/LEC President and the MEC Grievance Chairperson. All notifications of discipline or dismissal will contain the precise charge or charges against the Flight Attendant.

### **2. Discipline Meetings**

At any meeting specifically convened to discuss matters that could result in discipline, a Flight Attendant shall be advised of that possibility and shall be entitled to be accompanied by a Union representative or another Flight Attendant. When the Company requires a Flight Attendant's presence for a meeting on a day off via phone or teleconference, the Flight Attendant will be paid two (2.0) hours for that day. If a Flight Attendant attends a meeting in person on a day off, the Flight Attendant will be paid the Minimum Daily Guarantee. Such day, in person or via phone/teleconference, will not be considered a day of work for minimum day off purposes. Flight Attendants will not be required to attend a mandatory meeting with Inflight Management if doing so would interfere with 1 in 7 rest requirements.

### **3. Discipline**

A Flight Attendant removed from duty for a hearing or investigation in a disciplinary matter and who is later exonerated shall be paid for all lost flight time, i.e. block time. The Company will make every effort to complete a disciplinary investigation in a timely manner. Should an investigation take longer than fourteen (14) days, the Company will provide the Flight Attendant and the Union with a status update at that time. If a Flight Attendant is removed from flying status, the investigation will take no longer than thirty (30) days.

## **G. Progressive Discipline**

1. The Company shall consider any disciplinary action stemming from a major violation that does not result in a discharge (e.g., reporting to work under the influence of alcohol or drugs or the possession of same on Company property; reckless and/or negligent use of Company equipment; willfully misusing, damaging or destroying Company property or the property of others; falsifying Company records; inadvertent slide deployment; theft of Company property or the property of others; willful violation of a safety rule or FAR; etc.) as cleared after a two (2) year period of active service from the date of issuance if no further similar discipline has been issued during that period.
2. In the case of minor violations (e.g., discourteousness to the public or co-workers; improper and/or incomplete record keeping; inadvertent violation of a safety rule or safety practice; unauthorized trading of flight schedules; violation of uniform policy; contributing to unsanitary conditions and/or poor housekeeping; etc.) or corrective action for attendance-related discrepancies (e.g., sick occurrences; no-shows; late shows; failure to complete; etc.), a step of progressive discipline will not be based on a prior disciplinary event occurring more than eighteen (18) months previously.

## **H. With mutual consent, a meeting or hearing may be conducted via telephone conference call.**

**SECTION 16**  
**SYSTEM BOARD OF ADJUSTMENT**

- A.** In compliance with Section 204, Title II of the Railway Labor Act, as amended, there is hereby established a System Board of Adjustment for the purpose of adjusting and deciding disputes which may arise under the terms of the Flight Attendants' Agreement and any amendments or additions hereto and which are properly submitted to it, which Board shall be known as "Piedmont Airlines Flight Attendants' System Board of Adjustment," hereinafter referred to as the "Board."
- B.** 1. The Board will consist of two (2) members, one (1) of whom shall be selected and appointed by the Union, and one (1) by the Company, who shall meet as provided herein to hear grievance disputes. The Board will render its decision in writing within fifteen (15) working days of the Board meeting. If the grievance is not resolved by the two (2) member Board, then a third neutral member will be selected to comprise a three (3) member Board. The neutral member shall function as Chairman.
2. If the Company and the Union agree, the two (2) member Board may be waived and the grievance shall be heard by a three (3) member Board.
- C.** Each party shall advise the other, in writing, of the name of its representative and such designation shall continue into effect until successors are appointed. Either party shall have the right to change its representative periodically, provided that written notification of such representative for any particular dispute must be made prior to the start of the scheduled hearing.
- D.** Whenever a three (3) member Board shall be required, the Company and the Union shall, within thirty (30) days, agree upon the selection of a neutral member to sit with the Board in the consideration and disposition of the case, and if agreement is reached, shall advise the members of the Board of the name and address of the neutral member. The parties will endeavor to agree upon a neutral arbitrator from a list of neutral arbitrators to be agreed upon at the time of signing of this Agreement. In the event the parties are unable to agree upon a neutral arbitrator, either party may request the National Mediation Board for a panel of seven (7) neutrals. The neutral will be selected by alternately striking names until one (1) name remains. The parties will not take longer than fifteen (15) days after a list is sent from the NMB to choose the neutral.
- 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 provision of this Agreement, nor to propose changes in hours of employment, rates of compensation or working conditions.
- F.** 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 two (2) Board members shall be sufficient to make a decision which shall be final and binding and conclusive on the Company and the Union.
- G.** The expenses and reasonable compensation of the neutral member will be borne equally by both the parties. 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 and to the extent permitted by law, grievants, witnesses and representatives who are employees of the Company shall receive positive transportation over the lines of the Company for traveling to and from the location of the hearing.
- H.** All submissions of dispute referred to the Board shall be addressed to the Board with one (1) copy each to the Company and the Union and one (1) copy for each member. One (1) copy of the submission shall be submitted to the neutral third member, if appointed. Each submission shall show:
1. Question or questions at issue;
  2. Statement of facts;

3. Position of the Union;

4. Position of the Company.

- I.** The Board shall meet in the city where the general offices of the Company are maintained, or in a mutually agreeable alternate location, during March and September, provided that at such time there are cases filed with the Board for consideration. However, if the Company and the Union mutually agree, a hearing may be called at times other than specified above. A hearing on a discharge case will be conducted as promptly as possible.
- J.** Flight Attendants having a grievance being heard by the Board may be represented at Board hearings by such person or persons as they may choose and designate. The Company and the 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.
- K.** It is understood and agreed that each and every Board member shall be free to discharge her/his/their duty in an independent manner, without fear that individual relations with the Company, Union or with the employees may be affected in any action taken in good faith as a Board member.
- L.** It is understood and agreed that each and every witness summoned by the Board and called by either party shall be free from retaliation or adverse action by either the Union or the Company when giving testimony in good faith.
- M.** The expense of stenographic service necessary to transcribe Board proceedings shall be borne equally by the parties, if the report is requested by both.

## SECTION 17 TRAINING

### A. Training

1. Flight Attendants in training will be paid and credited Minimum Daily Guarantee, plus deadhead(s) for each day on which training occurs.
2. Any trips scheduled on specified training dates or "touching trips" shall be dropped from the Flight Attendant's schedule with no pay credit. A touching trip is any trip which must be dropped because it interferes (positioning or crew legality) with the Flight Attendant attending the training. Crew Planning may substitute trips or substitute modified trips for touching trips on the Flight Attendant's originally scheduled work days, or the Flight Attendant may elect when submitting an initial bid to place reserve days on the originally scheduled work days. In such case, the Flight Attendants minimum monthly guarantee will be protected. Provided, however, the Flight Attendant may elect at the time of the initial bid to drop all touching trips. In such case, the value of the line will be adjusted accordingly and the monthly guarantee will not be protected.
3. A Flight Attendant who has fallen below the originally scheduled line value as a result of touching trips being dropped, may request and will have priority in adding trips during the forty-eight (48) hour period until sufficient time has accumulated to place her/him/them above the original line value, at which time the Flight Attendant will be placed back into the pool bidding for forty-eight (48) hour open time pursuant to Section 7.F.3. and 4.
4. Training Scheduled After the Final Bid Award
  - a. Any trips scheduled on training dates or "touching trips" shall be dropped from the Flight Attendant's schedule. The Company shall assign open flying to those Flight Attendants with conflicting trips in inverse seniority order on the day(s) the Flight Attendants were originally scheduled to fly. A Flight Attendant not assigned an open trip shall be free from duty on the days that conflicted with the training.
  - b. A Flight Attendant not reassigned to a trip pursuant to a. above shall be paid and credited for the trip(s) missed or dropped because of training.
  - c. A Flight Attendant reassigned to a trip pursuant to a. above shall be paid and credited with the trip(s) dropped or the reassigned trip, whichever is greater, per day.

### B. Transportation To and From Training

#### 1. Scheduled Deadhead to and from Training

A Flight Attendant scheduled for training out of domicile will be booked on a Positive Space basis. Such travel will be considered deadheading. The Company will select flights based upon scheduled starting and ending time of training and will, when practical, book flights in proximity to such times. When, as a result of space limitation, all scheduled Flight Attendants cannot be accommodated on the same flight, the most senior Flight Attendants will be booked on the latest departure to training and the earliest departure from training.

## 2. Alternate Space Positive Travel to/from Training

Any Flight Attendant scheduled for training shall be afforded Space Positive transportation (in accordance with the priorities established by the Company and in conjunction with the policies of other companies on which the Space Positive travel is scheduled) to and from the training city from a city other than her/his/their domicile, subject to the following provisions:

- a. The request is made not later than seven (7) days after the publication of the final bid awards for the month in which the training is scheduled.
  - b. The requested travel is from an airport within the contiguous forty-eight (48) United States and is served by American Airlines.
  - c. At the time of the request, there is an available seat on the requested flight.
  - d. The requested travel does not conflict with a previously scheduled assignment.
  - e. Alternate travel time is not to be considered duty in conjunction with a Flight Attendant assignment.
3. A Flight Attendant scheduled to deadhead to/from training may request to utilize alternate transportation. Crew Scheduling shall grant such a request, provided it does not interfere with a previously scheduled assignment. The request must be made within seven (7) days after the publication of the final bid awards for which the training is scheduled.
4. If a Flight Attendant who has been authorized to utilize alternate transportation to/from training pursuant to paragraph 3. above, and intends to submit mileage expenses for driving to/from the training facility, she/he/they must be authorized by Inflight Services management to drive to training. In such case, she/he/they will receive mileage expense (using standard routes of travel such as Mapquest, GoogleMaps, AAA, etc.) at the current IRS allowable mileage rate per mile, or more if the Company increases the mileage reimbursement rate for any other employee group. Such reimbursement will not exceed the amount that would be paid from the Flight Attendant's domicile to the training location as calculated using standard routes of travel (such as Mapquest, GoogleMaps, AAA, etc.) (Pay Ex: live in TPA and domiciled in EWN, would pay for mileage from EWN to training site.)
5. A Flight Attendant who is authorized alternate transportation (released from scheduled deadhead(s) pursuant to B.2-4., above) shall receive half ( $\frac{1}{2}$ ) of the pay and credit for the dropped deadhead flight(s) which were originally scheduled.

## **C. Training Accommodations**

1. Flight Attendants in training away from domicile will be provided single occupancy rooms.
2. Flight Attendants registered as commuters will be provided single occupancy rooms for the day(s) between training.

## **D. Home Study**

1. A Flight Attendant will be paid fifty dollars (\$50.00) for the completion of any required home study packages.
2. A Flight Attendant will be given a minimum of twenty-one (21) days to complete home study.

## **E. Duty and Rest for Training**

1. Training days are considered days of work for the one-in-seven, minimum days off, legal rest, and maximum duty period provisions of this Agreement.
2. For purposes of paragraphs B.2.a.-e. and B.3.-4. above, the Flight Attendant's Trip Hour Period shall begin when the Flight Attendant reports to the training facility for training and end at the completion of training.

## **F. Recurrent Training**

1. The Company shall notify a Flight Attendant of the recurrent training date(s), time and location in the bid package.
2. A Flight Attendant who becomes unqualified because of Company convenience (i.e. canceled training, Company removed Flight Attendant from training) or through no fault of the Flight Attendant (i.e. deadhead flight cancels and unable to get to training) and who cannot be rescheduled into another training class, shall receive pay and credit for her/his/their line until training is completed, provided the Flight Attendant was available for the rescheduling to training. The Company shall drop a Flight Attendant's trip, if necessary, to attend the rescheduled training.
3. No recurrent training will be scheduled on January 1, Thanksgiving Day, December 24 or 25. This limitation shall not apply to new equipment type and new hire classes.

## **G. Initial Operating Experience (IOE)**

*IOE described herein pertains to incumbent Flight Attendants and not new hire IOE.*

1. The Company and the Union shall meet and discuss methods for accomplishing new aircraft IOE, if IOE is required by the FAA.
2. A Flight Attendant who fails IOE shall be given written notice of the failure. This notice shall contain the precise reasons why the Flight Attendant failed. Nothing herein shall preclude a Flight Attendant from filing a grievance pursuant to Section 15. if disciplined for failing IOE.

## **H. Check Rides**

*Check rides described herein pertain to incumbent Flight Attendants and not new hire IOE.*

1. The Company will endeavor to notify a Flight Attendant, prior to the boarding of a flight when scheduled to receive a check ride. If unable to do so, notification will occur during boarding. The Company may, without notification, conduct unannounced observation rides by individuals who are familiar with Piedmont inflight service regulations, policies and procedures. The purpose of these observation rides is to evaluate on board service and will be proactive in nature.
2. A Flight Attendant shall not be extended or drafted in order to receive a check ride. A Flight Attendant may be reassigned or rescheduled to do a check ride, as long as the rescheduled trip will not cause a Flight Attendant to return to the domicile later than the originally scheduled trip.
3. A Flight Attendant who fails a check ride shall be given written notice of the failure. This notice shall contain the precise reasons why the Flight Attendant failed. Nothing herein shall preclude a Flight Attendant from filing a grievance pursuant to Section 15. if disciplined for failing a check ride.



4. A Flight Attendant shall be given a copy of the completed check ride form at the completion of the checkride. If a copy of the completed check ride form cannot be provided, the Flight Attendant will not be required to sign the checkride form until such time that a copy can be provided.

## **I. Training Failures**

1. A Flight Attendant who fails a test in training shall be given the opportunity to retake the test.
2. A Flight Attendant who fails training and will be retained will be placed into the next available class. Pay for any retraining shall begin on the earlier of:
  - a. the date the Flight Attendant attends training; or
  - b. the eighth (8<sup>th</sup>) day following the failure (provided the Flight Attendant is available for training) if the Flight Attendant needs recurrent training; or
  - c. the thirtieth (30<sup>th</sup>) day following the failure (provided the Flight Attendant is available for training) if the Flight Attendant needs training other than recurrent training.

## **J. Training Cancellation/Changes**

1. A Flight Attendant whose training day was canceled after the Initial Bid Award but prior to the close of the forty-eight (48) hour period will have the original trip placed back into the line. A Flight Attendant shall be immediately notified in this instance and given the opportunity to rebid the forty-eight (48) hour request. Super seniority does not apply.
2. A Flight Attendant whose training day was canceled after the close of the forty-eight (48) hour period shall be given the opportunity to pick up an open time trip, in seniority order, or be reassigned to a trip, if available, on the training day(s). The Company may deny the trip request of a Flight Attendant to maintain operational integrity. A Flight Attendant whose trip request is denied shall receive the pay and credit for the trip requested or actually flown, whichever is greater. If no trip is available, a Flight Attendant shall be free from duty on the training day(s).
3. The Company shall notify a Flight Attendant as far in advance as possible that her/his/their training has been canceled.
4. If the Company needs to remove a Flight Attendant(s) from recurrent training to fly a trip, the most junior Flight Attendant in the affected domicile who is not in her/his/their grace month will be chosen to fly the trip, as long as that trip does not create a scheduling conflict with the remainder of the monthly schedule. Notification of this change shall be given to the Flight Attendant as soon as possible, but no later than 2100 the night before training.
5. Flight Attendants in the same domicile may trade training slots if they were scheduled for training in the same month as long as it is legal pursuant to the F.A.R.s and this Agreement. Trading training dates must be done during the initial bidding process by submitting a request.

## **K. General**

1. A Flight Attendant who is required to work the flight in or out of training shall be paid for the flight in addition to the pay for the training day. A Flight Attendant shall not be required to work a trip on a training day.

2. Flight Attendants will be trained on all aircraft types in their domicile. Once an aircraft reaches twenty-five percent (25%) of the total fleet, all Flight Attendants, regardless of domicile, will be trained in that aircraft.
3. A Flight Attendant who is scheduled for training outside of her/his/their domicile will be paid per diem commencing with the report time for scheduled travel from the domicile and end at block in time upon return to base. In the event the Flight Attendant chooses to travel earlier than scheduled, or to return later than scheduled, per diem will be paid only for the time at the location of the training.
4. A Flight Attendant required to perform hands-on training before, during or after a duty period shall receive one (1) hour of pay and credit for such training.
5. A Flight Attendant cannot be required to attend recurrent training with less than forty-eight (48) hours' notice prior to the training day.
6. No essay test will be given unless required by FAA. Flight Attendants will only be tested on items specified in writing in the manual, or reviewed in ground school or home study.
7. Low-line holders who lose time due to training may utilize the forty-eight (48) hour period to build the line back up to a maximum of seventy-seven (77) hours.
8. The Manager of InFlight Training and the designated AFA Safety Committee Representative, shall meet on an as requested basis to review any training issues. To the extent possible, the Manager of InFlight Training will notify the AFA Safety Committee Representative, as far in advance as possible, of any major changes in training procedures. Input, suggestions and recommendations of the AFA Safety Committee shall be given consideration.

**SECTION 18**  
**FURLOUGH, DISPLACEMENT AND RECALL**

**A. Furlough**

1. Prior to furloughing, the Company will meet with the Union to explore alternatives to mitigate the need for furloughs. If a furlough becomes necessary, the Company will post the number of furloughs anticipated and voluntary furlough will be offered in seniority order at the domicile where the overage of personnel occurs.

The Company will not object to applications for unemployment insurance by Flight Attendants because they are participants in the voluntary furlough. It is understood that the Flight Attendants who volunteer are simply replacing a certain number of Flight Attendants who would otherwise be furloughed by the Company, and that, therefore, the Flight Attendants who choose voluntary furlough are to be treated the same as Flight Attendants who are involuntarily furloughed for unemployment insurance purposes.

2. If voluntary furloughs do not achieve sufficient reduction in force, then Flight Attendants will be furloughed in inverse seniority order at the domicile involved.
3. Displaced Flight Attendants may displace, in seniority order, the least senior Flight Attendant(s) on the system at another domicile.
4. Notice of furlough will be given in writing, at least fourteen (14) days in advance (with a copy to the Association), or pay in lieu thereof, except in cases of strikes, Acts of God or other circumstances beyond the control of the Company.
5. The Company shall continue to provide group medical insurance at no additional cost to the Flight Attendant until the end of the calendar month following the calendar month in which the furlough occurs, [last date of active service is the same as the furlough date], after which time the Flight Attendant has the option to pay the monthly premium under the provisions of applicable Federal and State statutes.

Example 1: If the furlough occurs June 1st, the employee would continue to pay the employee premiums and receive insurance coverage through the end of June and for the month of July.

Example 2: Furlough occurs May 31st, the employee would continue to pay the employee premiums and receive insurance coverage through the end of June.

6. Pass travel for furlougees will be governed by Company policy.
7. At his/her option, at the time of furlough, a Flight Attendant who is furloughed will receive vacation pay for all accrued and unused vacation time. If the option is not exercised, the vacation will be carried until the Flight Attendants is recalled from furlough.
8. Flight Attendants shall retain and accrue seniority while on furlough, whether voluntary or involuntary.

**B. Recall**

1. Recalled Flight Attendants retain but do not accrue seniority during furlough.
2. In order to preserve their recall rights, furloughed Flight Attendants must advise the Company of their current address and telephone number.
3. Furloughed Flight Attendants shall retain unlimited recall rights following the date of furlough.

4. Recall from furlough will be in seniority order by certified mail or other method that requires a signature. Flight Attendants will have seven (7) calendar days from receipt of recall notice to respond. The Flight Attendant will have a minimum of two (2) weeks from receipt of the notice to report for duty.
5. A Flight Attendant who declines recall to the domicile from which furloughed will forfeit all seniority and recall rights. A Flight Attendant who is recalled to other than the domicile from which furloughed, may decline recall without forfeiting seniority or recall rights, provided there is a less senior Flight Attendant on furlough who is eligible for recall. Notwithstanding the first sentence of this paragraph, a Flight Attendant who is recalled to the Flight Attendant's domicile may decline recall once without forfeiting seniority or recall rights provided there is a less senior Flight Attendant on furlough who is eligible for recall.
6. If the Flight Attendant is recalled to a domicile other than her/his/their domicile at the time of furlough, moving expenses, in accordance with Section 21, will be granted providing an actual residence is established at the new domicile. All voluntary moves subsequent to such recall will be subject to the provisions of Section 21.
7. A Flight Attendant recalled from furlough will not be furloughed again for at least 60 days. In the month of recall, the minimum monthly guarantee and all benefits shall be prorated for the portion of the month in which recalled to active status.
8. A Flight Attendant who has entered into a full time educational program while on furlough and who receives notice of recall before said program is completed, shall be placed on a personal leave of absence commencing with the date of recall until the end of the current quarter/semester. The Flight Attendant must provide proof of having been already enrolled in the educational program prior to having received recall notification.

#### **C. Other Employment With The Company**

A furloughed Flight Attendant seeking alternate employment with the Company may file a form provided by the Human Resources Department and be considered for such available employment for which he/she/they may be qualified. If employed by the parent or a wholly owned carrier, the Flight Attendant will keep her/his/their Company travel date in accordance with Company policy.

## SECTION 19 JOB VACANCY BID SYSTEM

### A. Permanent Bid System

The Company will maintain a permanent bid file in which each Flight Attendant lists her/his/their desired crew base in order of preference. These bids may be updated at any time, except when the bid file is "frozen" as described in "C".

- B. Flight Attendants will be responsible for ensuring that their current permanent bids reflect their assignment priorities. No later than ninety (90) days following the date of ratification of the Agreement, each Flight Attendant who has yet to do so must update their permanent bid electronically on the Company website. After the date of ratification of the Agreement, paper bids will no longer be accepted to change a Flight Attendant's permanent bid; however, paper bids already on file will be utilized for purposes of awarding vacancies up until the expiration of the ninety (90) day update window.

### C. Posting of Openings

1. The Company will post anticipated openings system wide for a minimum of seven (7) days prior to freezing the permanent bid file. At the close of the posting period, the Company will post awards, including any awards resulting from vacancies created by the filling of the initial posting. In addition, all Flight Attendants affected by the awards will be notified in writing. Such awards may be for a period up to ninety (90) days in advance of the assignment.
2. Posting shall mean putting the information on a visible spot on the crew room bulletin board at each domicile and electronically in a Company system readily accessible to the Flight Attendants.
3. Vacancies shall be awarded in seniority order.
4. Once all vacancies are awarded, the permanent bid file freeze will be lifted until the next posting of vacancies pursuant to Paragraph C.1. above.

- D. Permanent bid forms must be completed, dated and signed by the Flight Attendant in order for the bid to be considered valid. Once all bids are required to be submitted electronically pursuant to Paragraph B above, the Company will use the Flight Attendant's most current electronic bid on file to fill all future vacancies.

- E. Openings that remain available after evaluating permanent bids will be offered to new hire Flight Attendants, if any. If there are no available new hires, then the openings may be assigned to the most junior Flight Attendant.

### F. Temporary Duty (TDY)

1. For any vacancy lasting thirty (30) days or less, postings shall be done in bases where there exists an overage of Flight Attendants. A Flight Attendant awarded such a position shall receive expenses and hotel accommodations as outlined in Section 6, as if the Flight Attendant were out of domicile for the duration of the award.
2. A Flight Attendant who is filling a vacancy of thirty (30) days or less and returns to her/his/their permanent domicile on days off will not be eligible for per diem or hotel for that period.
3. For the purposes of limitations, a Flight Attendant shall be on duty when deadheading to/from a TDY assignment. Deadhead only days to and from a TDY assignment will be paid at four (4.0) hours per day. Deadhead only day(s) are considered a duty day for the purposes of pay and one in seven rest requirements.

4. The Company will adjust the Flight Attendant's schedule as appropriate to allow for the transition to the TDY domicile. Such adjustment will, at a minimum, guarantee the Flight Attendant one (1) day off prior to departing for the TDY assignment. This guaranteed day off may be counted toward the Flight Attendant's minimum monthly days off.

**SECTION 20**  
**OPENING AND CLOSING OF DOMICILES**

- A.** The Company shall advise the Union of anticipated domicile openings as early as practical. Anticipated domicile closings will be made known to the Union as early as practical, but at least sixty (60) days prior to the closing date.
- B.** When a new domicile is opened, openings will be posted and awarded as described in Section 19 of this Agreement.
- C.** When a new domicile is opened that involves a reallocation of flying for existing staff, and insufficient bids are received to fill the openings at the new domicile, the most junior Flight Attendants within the domicile from which flying is being moved will then be assigned to fill remaining vacancies.
- D.** When a domicile is closed or reduced, but no furloughs are to occur, the Company shall open vacancies at each domicile equal to at least ten percent (10%) of the number of active Flight Attendants currently at that base, or the number of vacancies created by the movement of flying to that base, whichever is greater. Flight Attendants being displaced from the affected domicile may exercise their seniority to transfer to a vacancy.
- E.** When the closing, or reduction of a domicile will result in furloughs, the provisions of Section 18 of this Agreement will apply.
- F.** In the event the Company opens a new domicile, the parties will meet and confer to discuss the appropriate report time and crew lounge facilities within thirty (30) days of the announcement of the new domicile.
- G. Severance Packages**

When a net reduction in system-wide flying results in a domicile being closed, the Company will offer severance packages to affected Flight Attendants who opt not to transfer. Such severance packages shall include, at a minimum, the following:

- 1. non-revenue travel privileges in accordance with Company policy for furlougees at the time.
- 2. pay out of accrued sick leave at three-quarters of an hour (0.75) for every one (1) hour in the sick bank (provided the Flight Attendant has Perfect Attendance for the 60 days prior to the closing).
- 3. pay out of accrued vacation.
- 4. no contest of unemployment benefits.





## H. Satellite Domiciles

1. Notwithstanding the provisions of this Section 20, the company may utilize Satellite Domiciles under the following procedures:
  - a. Twenty-five (25) days prior to the publication of the monthly bid packages, the Company may publish Hard Lines, Build-up Lines, or Reserve Lines, or any combination thereof, in any airport designated by the Company as a Satellite Domicile.
  - b. At the time of publication, the Company shall designate the Domicile from which Flight Attendants may bid for lines in the Satellite Domicile(s).
  - c. The lines shall be designated as Hard, Build-up, or Reserve but will not indicate days of work and days off.
  - d. Bidding for a Satellite Domicile shall be open for four (4) days. Flight Attendants may submit a bid contingent upon receiving a specific type of line (e.g. the flight Attendant may bid to accept only if awarded a Hard Line). A flight Attendant who is not awarded the type of line bid will revert to bidding in the flight Attendant's permanent domicile during the regular bidding cycle for that month. A Flight Attendant who does not bid for a specific type of line shall be considered to be bidding any type of line.
  - e. After the close of bidding for Satellite Domicile lines, if the number of Flight Attendants bidding for Satellite Domicile lines is greater or less than that which was published, the Company may increase or decrease the number of Satellite Domicile lines to match the number of flight Attendants bidding for them, or determine that it is no longer productive to award Satellite Domicile lines for that bid month. In such case, the Company will notify all Flight Attendants in the designated Domicile concurrent with the publication of the monthly bid package. If a sufficient number of Flight Attendants bid for lines in a Satellite Domicile, the Flight Attendants awarded Satellite Domicile schedules will be promptly notified and will bid on Satellite Domicile lines during the regular bidding process. Flight Attendants may only bid for the type(s) of line specified in their contingency bid. Satellite Domicile lines will not be assigned to Flight Attendants not bidding for one.
  - f. Schedules for Satellite Domiciles will be constructed in accordance with Section 7, as amended.
  - g. Satellite Domicile lines will be awarded, in accordance with paragraphs c. and d. above, first in seniority order amongst Flight Attendants who were awarded a specific type of line; then in seniority order amongst Flight Attendants who did not submit a contingency bid for a specific type of line.
  - h. The Satellite Domicile lines for successful bidders will be awarded concurrent with the preliminary award as set forth in Section 19 of the Agreement. Flight Attendants awarded lines in a Satellite Domicile shall, for all purposes, be considered based in the designated Satellite Domicile for the bid month(s) he or she is awarded the Satellite Domicile line.
  - i. Flight Attendants awarded Hard Lines in a Satellite Domicile may bid for open flying during the forty-eight (48) hour period with all other Flight Attendants in his or her permanent Domicile. Conversely, Flight Attendants awarded Hard Lines in a permanent Domicile may bid for open flying during the forty-eight (48) hour period with all other Flight Attendants in the associated Satellite Domicile. Flight Attendants adding a trip(s) or trading a trip(s) between the Satellite Domicile and permanent Domicile are responsible for any travel between the Satellite Domicile and his or her permanent Domicile.

*From the 6/14/22 Letter of Agreement*

## **SECTION 21 MOVING EXPENSES**

### **A. Moving Expenses - Eligibility**

1. Moving expenses for a Flight Attendant will be paid by the Company when a Flight Attendant is assigned by the Company to move from one domicile to another, or when a Flight Attendant is forced to move from one domicile to another as a result of displacement or a reduction in force at the domicile. The covered move need not change the Flight Attendant's permanent residence. Moving expenses for all other Flight Attendant transfers shall be paid by the Flight Attendant.
2. A displaced Flight Attendant shall be required to complete a permanent bid card. Such completion of a permanent bid card shall not negate the Company's obligation to pay moving expenses of a Flight Attendant.
3. For any move involving a change of residence (whether permanent residence or not) from Point A to Point B, to establish entitlement to payment for the actual expenses of moving household effects, packing, unpacking, shipping, drayage and replacement insurance, the Flight Attendant must be able to produce documentation to establish a residential arrangement in both the location from which the Flight Attendant is moving and in the new location to which the Flight Attendant is moving.

### **B. Moving Expense Coverage**

The Company shall reimburse moving expenses as follows:

1. Actual expenses of moving up to twelve thousand (12,000) pounds of household effects, packing, unpacking, shipping, drayage and replacement insurance. The Company shall engage and compensate a reputable, bonded furniture moving company with suitable equipment to move normal personal and household effects in order to accomplish the move. Moves will be scheduled to occur on normal working days.
2. A Flight Attendant will be eligible for expense reimbursement for the relocation of two (2) personal vehicles, provided the vehicles are currently registered in the Flight Attendant's or spouse's/domestic partner's name. The expense reimbursement rate shall be the maximum allowable by the Internal Revenue Service (IRS) per mile or more, if the Company increases the expense reimbursement rate for any other employee group.
3. The Company will provide, upon request, documentation to assist the Flight Attendant in terminating a lease, if necessary. In the event that the efforts of the Company are not successful, the Company will pay a broken lease penalty, not to exceed one (1) month's rent.
4. The Company will pay \$350.00 to a Flight Attendant who is entitled to Company paid moving expenses to defray relocation costs. In addition, Flight Attendants required to move will be permitted, upon written request, to draw an advance of not more than \$700.00 of their compensation to be repaid in equal installments by payroll deduction over a three (3) month period. Advances will be issued within fourteen (14) days.
5. Meal expense at the per diem rate in Section 6 per day for each Flight Attendant and spouse and children over twelve and 50% of that daily rate per day for each child under twelve. The Company will reimburse reasonable lodging expenses for Flight Attendant and family enroute to the new domicile, based on a formula of four hundred (400) land miles per day. Per diem and lodging expenses shall be reimbursed for up to three (3) days following arrival at the new domicile, or until arrival of household effects, whichever comes first.

6. A Flight Attendant who is eligible for a Company paid move, may elect to have the move paid from a location other than the domicile from which the Flight Attendant is being transferred. However, the Company's financial responsibility will not exceed the cost of moving the Flight Attendant and her/his/their family from the domicile from which the Flight Attendant was transferred to the new domicile. If the move is from a location other than the old domicile, and/or to a location other than the new domicile, the move must be clearly in conjunction with the domicile change.
7. The Company will reimburse up to \$300 (receipts required) for the hook-up and termination of gas, electric, telephone and household appliances which result from the move to the new domicile.

### **C. Moving Days**

When the Company requires that a Flight Attendant move, the Flight Attendant will be given, upon written request at the time of the monthly schedule bid, up to five (5) consecutive days off in conjunction with the Flight Attendant's move to the new domicile. A Flight Attendant requesting five (5) days will be given the five (5) days. Such days shall be in addition to a Reserve or Build Up lineholder's regular days off. The Inflight Department and the Flight Attendant will mutually designate the moving period. In the event that a trip or trips must be dropped, the Flight Attendant and Flight Support will mutually designate which trips are dropped. Any Flight Attendant whose trips are dropped pursuant to this section will receive priority for picking up trips in the forty eight (48) hour period (Section 7). This will include any touching trips that interface with the beginning or end of the moving period. Days off created by dropping trips for moving days will be in addition to any previously scheduled days off.

1. If a Flight Attendant is not given moving days when the Flight Attendant has requested them (as reflected on the request submitted with the bid), the Flight Attendant will be considered out of domicile commencing with the date requested and expenses in Section 6 will apply until the beginning of the five (5) day period.
2. The provisions of this paragraph will not change the minimum guarantee of the Flight Attendant with respect to any trips dropped for the purpose of the move.
3. A Flight Attendant voluntarily transferring to another domicile shall be granted four (4) consecutive days off in conjunction with the move. Conflicting trips shall be dropped from the Flight Attendant's schedule without pay. However, the Flight Attendant's minimum monthly guarantee will be protected. A Flight Attendant will be entitled to only one (1) such period in any twelve (12) month period.

- D. The Company shall be under no obligation to pay moving expenses for a new hire's move to the initial domicile assignment. The Company shall designate four (4) consecutive immovable days off for a new hire Flight Attendant within thirty (30) days of completion of initial training to facilitate transition. New hire Flight Attendants will be notified of their immovable days off prior to the commencement of the transition days. The computer code shall be RLC.
- E. A Flight Attendant shall be eligible for moving expenses for eighteen (18) months after commencement of line flying at the new domicile.
- F. Flight Attendants required to move shall be given two (2) round trip passes space available - company business passes, for the Flight Attendant and family between the Flight Attendant's former domicile and the new domicile. Such passes must be used within six (6) months of the move.
- G. When the Company is required to pay moving expenses, nothing in this section is intended to prevent the Company and the Flight Attendant from agreeing to an amount to be paid to the Flight Attendant in lieu of expenses set forth in this section, however the Flight Attendant must obtain Company approval of the arrangement prior to submission of the claim.

- H.** Domestic partner as used in all provisions of this Section references the domestic partner on the Flight Attendant's Pass Travel.

**SECTION 22**  
**MEDICAL EXAMINATION**

- A.** 1. A Flight Attendant may be required to submit to a medical examination if there are reasonable grounds to believe that the Flight Attendant is unable to perform the essential functions of the job due to physical or mental impairment.
2. A Flight Attendant claiming to be disabled may be required to submit to a medical examination to verify the disability.
3. The Company shall advise a Flight Attendant, in writing, of the need to submit to a medical examination pursuant to 1. above and the reasons for such examination.
4. If required by the Company to see a certain doctor, the Flight Attendant will be pay protected until the first available appointment after the Company has advised the Flight Attendant where to go. For purposes of this provision, pay protection shall cease as of the first available appointment if the Flight Attendant fails to attend the appointment or fails to bring any required information/materials to the appointment.
- B.** A Company required medical examination shall be performed by a physician designated by the Company and paid for by the Company. To the extent that any such medical examination or test is not covered by insurance, the Company shall bear the cost. The Company will pay up to \$25 of the cost, if any, for a Flight Attendant to obtain a copy of a physician's report as a result of a Company directed examination. The Company shall make every reasonable effort to accommodate a Flight Attendant who is unable to cover the cost of the examination.
- C.** All information contained in or related to a Flight Attendant's medical file shall be kept confidential and will not be released to anyone without a "need to know," except with the Flight Attendant's written consent or as required by law. If there is a legal requirement to release medical information, the Flight Attendant shall be notified.
- D.** When a disagreement exists over a Flight Attendant's ability to work, a Flight Attendant may have a review of the case. The request for such review must be made within thirty (30) days of notice of the disputed decision by the Company's physician. Such review will proceed in the following manner.
1. The Flight Attendant may choose and pay for a qualified medical examiner for the purpose of conducting a medical examination.
2. The employee will arrange for a report and the recommendation of the personal physician to be made in writing to the Company. The personal physician will specify whether or not the Flight Attendant is considered medically fit to perform Flight Attendant work. In the event both physicians reach the same conclusion, no further review will be offered.
3. In the event that the findings of the physician chosen by the Flight Attendant disagree with the findings of the physician designated in Paragraph B. above, the Flight Attendant is entitled upon request, to be examined by another physician mutually agreeable to the Flight Attendant and the Company. The Company and the Flight Attendant will equally share the cost of this examination, offset by any insurance coverage. Copies of the physician's report shall be furnished to the Company and the Flight Attendant.
4. The case shall be settled on the basis of the findings of the third examination, if necessary.
- E.** When a Flight Attendant is removed from flight status by the Company as a result of failure to pass the Company's medical examination, and appeals such action under the provisions of this Section, the Flight Attendant shall, if such action is proven to be unwarranted, be paid for all time lost, and, to the extent permitted by law, be made whole for vacation and sick leave accruals, and 401(k) contributions.

## **SECTION 23 MANAGEMENT RIGHTS**

Subject to the provisions of this Agreement, the Company retains discretion and authority to manage its operations and direct its workforce. Such rights include, but are not limited to, the right to hire, promote, demote, transfer, furlough and recall; to assign and reassign duties (customarily and previously performed by Flight Attendants), schedules and hours of work; to schedule and utilize management Flight Attendants; to maintain good order and efficiency; to discipline and discharge Flight Attendants for just cause; to establish and, from time to time, amend rules, regulations and procedures, to establish and, from time to time, amend the operations manual; to determine qualifications for initial employment, to determine uniform qualifications for continued employment or other promotions; to determine the quality of service; to determine the means of providing services to its passengers, including the size, type and number of aircraft to be utilized in providing the service; to determine the methods of administering and selling its service; to determine the means of providing services to its passengers, including the size, type and number of aircraft to be utilized in providing the service; to determine the methods of administering and selling its service; to determine the size and composition of the Flight Attendant workforce; to establish new routes, services, schedules and areas of service; to determine what equipment will be utilized and allocated to particular routes; to discontinue all or part of its operations; to transfer equipment from one base of operation to another base of operation to determine where to perform all or any part of its operations; to contract out all or part of its Flight Attendant training; and, to determine whether to purchase additional aircraft or to lease, sell or otherwise dispose of all or any part of its equipment.

Any of the rights the Company had prior to the signing of this Agreement are retained by the Company except those specifically modified by this Agreement.

## **SECTION 24 GENERAL**

### **A. File Inspection**

1. Upon reasonable request, a Flight Attendant may inspect her/his/their personnel file(s) and make copies of letters, evaluations, and reports pertaining to performance or discipline. Documentation relevant to any discipline will be included in the personnel file.
2. A Flight Attendant whose employment has been terminated by the Company shall have thirty (30) days from the effective date of the termination to request, in writing, to inspect her/his/their personnel file. Such request shall be directed to the Company's Human Resources department. A request shall be timely if it is postmarked, time-stamped, or, in the case of a request sent by email, indicates the date on which it was transmitted on or before the thirtieth (30th) day following the effective date of termination. A Flight Attendant who timely directs the request to the Company may either:
  - a. physically inspect her or his personnel file in the city in which the Company maintains its Human Resources files (currently Middletown, Pennsylvania) and make copies of letters, evaluations, and reports pertaining to performance or discipline; or
  - b. request to have one (1) copy of the items listed in paragraph 2.a. sent to her or his last known mailing address or another address designated by the Flight Attendant by a delivery service which maintains a method to track shipment and delivery of items (e.g., certified mail, return-receipt requested; UPS; FedEx; email; etc.). In the event that the Flight Attendant elects this option, she or he shall pay the Company for all copying and delivery costs before the Company delivers such documents to the Flight Attendant. If the Flight Attendant does not submit payment to the Company, the Company has no obligation to deliver the documents to the Flight Attendant.

### **B. Critical Material in File**

1. Nothing of a derogatory nature (complaint letters, critical material, warnings, suspensions and other discipline) shall be entered into a Flight Attendant's personnel file(s) without first:
  - a. Sending a copy of the material to the Flight Attendant, Certified Mail, Return Receipt Requested or via Federal Express, or personally delivering the letter, giving the affected Flight Attendant the opportunity to sign such material, acknowledging receipt.
  - b. Affording the Flight Attendant the opportunity to provide a written response to any critical or unfavorable material placed in the Flight Attendant's file and have such become part of the permanent record.
2. The Company shall consider any derogatory information (complaint letters, critical material and warnings) as cleared from the file after a two (2) year period of active service from the date of issuance if no further similar derogatory information has been filed during that period. The Company may not reference any such "cleared" material in a System Board or Arbitration proceeding.

### **C. Damage to Company Property**

A Flight Attendant shall not be required to pay for damage or loss of Company property (other than materials specifically assigned to that Flight Attendant) on or off any aircraft while performing her/his/their regular duties, unless caused by negligence or intentional misconduct of the Flight Attendant.

#### **D. Continuing Education**

Flight Attendants are eligible for participating in any continuing education program offered by the Company on the same terms that the program is available to other employees. The continuing education program may be modified at any time, at the discretion of the Company.

#### **E. Savings Clause**

Should any part or provision of this Agreement be rendered invalid by reason of any existing or subsequently enacted legislation, such invalidation of any part or provision of this Agreement shall not invalidate the remaining portions thereof, and they shall remain in full force and effect. In the event of any invalidation, either party may, upon thirty (30) days' notice, request negotiation for modification or amendment of this Agreement and negotiations shall commence within thirty (30) days from the receipt of said notice.

#### **F. Agreement Reproduction**

The Company and the Union will share equally the cost of the reproduction of this Agreement for distribution to the Flight Attendants. The Union shall be responsible for arranging for publication of the Agreement. The Company will make the AFA Contract available online through the Inflight page.

#### **G. Bulletin Boards**

At all domiciles where the Company has the ability to do so, space will be provided for a bulletin board and binder, provided by the Union, for the posting of Union meetings and other Union business matters. Nothing of a derogatory or inflammatory nature about the Company may be posted.

#### **H. Professional Function**

A Flight Attendant who attends a professional/educational function at the request of the Company, shall be provided with expenses associated with the function and will be reimbursed consistent with Company policy. A Flight Attendant who is removed from a trip shall be paid and credited for the trip. Flight Attendants who attend on a day off shall receive pay and credit for the minimum day.

#### **I. Pass Benefits**

The Company will continue to make free and reduced rate travel available to Flight Attendants, retired Flight Attendants and eligible family members under the terms of the pass policy. Flight Attendants will not incur any Company fees or charges for pass travel, which exceed any other work group during the life of this Agreement. Should the Company be sold to or merged with another airline, the Company shall use its best efforts to reach an agreement with the acquiring, or merged company, to allow retirees to continue to receive pass travel benefits on the new airline. Flight Attendants shall be granted interline privileges as set forth in reciprocal agreements between the Company and other carriers. The Company shall make its best efforts to assist employees in securing favorable online passes and reduced rate transportation.

#### **J. Catering Duties**

1. Flight Attendants will not be responsible for the ordering and stowing of inflight related supplies except at hub stations where catering is not contracted to do so (e.g., currently PHL). The Company shall arrange for catering supplies to be loaded into the aircraft. Flight Attendants will not be required to load catering supplies onto the aircraft as a practice at any location, but may be responsible for loading small, light items. Flight Attendants will not be responsible for obtaining supplies or galley related equipment from remote locations.



2. Flight Attendants required to stow galley supplies to an aircraft that is coming to or returning to the line shall receive additional pay above guarantee at their applicable hourly rate for time spent on such catering duties, up to forty-five (:45) minutes.

#### **K. Cleaning Duties**

1. The Company shall arrange for cleaning of its aircraft at all stations, including removal of trash.
2. A Flight Attendant will not be responsible to groom an aircraft in a hub city, and will not be required to assist grooming in outstations unless ground time is less than thirty (:30) minutes.
3. Grooming shall mean straightening seatbelts and collection of magazines, newspapers, and other obvious trash, if time permits, including removal of the trash bag. Flight Attendants shall not be required to reach into seat-back pockets.
4. 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).
5. A Flight Attendant will not be held individually liable for an FAR violation which may be levied due to an unclean aircraft and shall not be subject to discipline as a result of dedicated cleaning personnel not completing cleaning duties, provided the Flight Attendant complies with the provisions set forth in 2 through 4 of this subsection.
6. Flight Attendants will not be required to clean the aircraft. Flight Attendants are responsible for communicating to ground personnel about any other necessary cleaning items.
7. It is the intent of this subsection K. to ensure that adequate cleaning staffing is in place so that all aircraft grooming is completed by a dedicated cleaning staff except as specified otherwise in 2. above. However, the parties also recognize that operational changes may create unplanned disruptions, such as diversion and/or unavailability of dedicated cleaning staff beyond the control of the Company. In such operational circumstances, a Flight Attendant shall be responsible to ensure that grooming is completed to the extent possible in order to prevent a delay. If insufficient time is available to complete all required grooming, the Flight Attendant shall at a minimum, remove the trash bag from the aircraft, if not removed pursuant to K.1. above.

#### **L. Flight Attendant Information**

1. The Company will not distribute, for other than Company business, a Flight Attendant's phone number, address or trip information to unauthorized recipients. Upon request, a designated Company representative will distribute Flight Attendant phone numbers, addresses and trip information to LEC Officers and Grievance, Safety or EAP Committee members.
2. An emergency phone number given by a Flight Attendant to the Company may only be used to notify the Flight Attendant's personal contact in an emergency situation.

#### **M. Status Change**

The Company will make available to the Union, upon written request, relevant information pertaining to a Flight Attendant's status.

- N. 1. The Company will not make any deductions from a Flight Attendant's paycheck without first sending notification to a Flight Attendant, Certified Mail, Return Receipt Requested or via Federal Express, of the total amount and the deduction amount. If the amount exceeds one hundred (\$100) dollars (the default deduction), and the Flight Attendant desires to alter the default deduction plan, the Flight Attendant must contact the Company to determine a mutually agreeable deduction schedule within fifteen (15) days of receiving notification. The time frame may be extended with mutual consent. If the amount exceeds one hundred (\$100) dollars, a default deduction plan of one hundred (\$100) dollars per paycheck will be set up. If additional monies become owed that amount will be added to the total amount owed resulting in no increase in the default deduction plan. The provisions of this paragraph do not apply for legally obligated deductions.
2. Notwithstanding Paragraph N.1. above, a Flight Attendant who takes a Leave of Absence of any type (including FMLA for self or other), takes paid leave with insufficient paid time available or who drops below seventy-five (75) hours, may be overpaid. Piedmont Airlines may recoup the overpaid monies in the subsequent and/or second pay check following the overpayment. If Piedmont anticipates that the Flight Attendant's pay check will have a zero balance, the Flight Attendant will be provided written and/or email notification that a zero-balance paycheck should be expected.
- a. If the amount to be recouped exceeds the total next amount of the check following the overpayment (resulting in a zero-balance paycheck), any subsequent deduction to fulfill that financial obligation will not exceed one hundred dollars (\$100) per check.
- b. No more than one of the pay checks from which deductions are made may be reduced to an amount of \$00.00 ("zeroed out").
- c. If one of the Flight Attendant's pay checks has been "zeroed out" no more than one hundred dollars (\$100) per check may be withdrawn from any other of the Flight Attendant's pay checks.
- d. All other provisions of N.1. above shall apply.
- O. If aircraft requiring two (2) Flight Attendants are placed into service, Section 6 negotiations for rates of pay, rules and working conditions may be initiated by the Union or the Company. Any changes in rates of pay will be made retroactive to the initial date of the introduction of the aircraft.

**P. Recordings**

1. The Company plans to continue the automatic recording device in Crew Scheduling for the purpose of recording phone conversations between a crew scheduler or other person, and a Flight Attendant regarding scheduling. Normal routine will be to record all conversations regarding crewing of flights. These tapes shall be run when Crew Scheduling is operating.
2. Should a dispute arise, a Union representative may listen to the taped conversation and be provided a copy, if requested.
3. These tapes will be stored for record keeping purposes for at least seventy-five (75) days, unless portions of the tape are to be used in any disciplinary or grievance situation.
4. In the event the original tape is unusable for any reason, there shall be a rebuttable presumption that the material previously contained therein is favorable to the Flight Attendant and/or the Union.
5. If there appears to be an alteration to or tampering with a recording that recording will not be used as evidence in a hearing.

## **Q. Pay Errors**

When an inadvertent administrative error results in a loss of credited time or money in excess of fifty (50) dollars to a Flight Attendant, she/he/they shall be paid and credited for any time lost. The Company shall issue a new check for the amount of the error within five (5) business days upon written notification to the Company of the error or by direct deposit, when feasible. A Flight Attendant may choose to receive the pay error in excess of fifty dollars on the next pay check. Errors of less than fifty (50) dollars will be corrected in the Flight Attendant's next pay check.

## **R. Pay Information**

Flight Attendants will receive a document containing updated information pertaining to accrual and usage of sick leave and vacation time on a quarterly basis. To the degree software can support, a Flight Attendant's pay check stub shall list the above mentioned items in lieu of the quarterly statement. A Flight Attendant's pay check stub shall include all pay and tax information, Union dues and/or other deductions. A Flight Attendant on a TDY may call the Company to find out the amount of the pay check. Flight Attendant pay sheets will remain available online for not less than twelve (12) months. The Company will no longer be required to mail printed copies on a monthly basis.

- S.** Neither the Company nor the Union shall discriminate in any way against any Flight Attendant on the basis of race, color, sex, religion, age, national origin, handicap status, sexual orientation or other prohibitive basis in accordance with applicable federal and state law. Further, neither the Company nor the Union will tolerate sexual harassment.

## **T. Weight**

A Flight Attendant shall not be weighed or disciplined for weight-related matters.

## **U. Inflight Service Changes**

The Company shall work with the Union to assure reasonableness of service requirements whenever the Union brings to the Company's attention problems concerning safe completion of service. During the course of negotiations for a new Agreement, the Company committed to meet and discuss service limitations on any new aircraft prior to the aircraft being put into service.

## **V. Flight Attendant Crew Lounge**

1. Crew lounge facilities will be established by the Company at all Flight Attendant domiciles. The Company will endeavor to provide Crew Rooms in locations accessible to all flight attendants in that domicile without the need for an escort with the understanding airport security is the domain of the Airport and TSA. Additionally, the Company will endeavor to provide Wi-Fi access in Crew Rooms with the understanding that, on occasion, a Wi-Fi provider or router malfunctions may cause a temporary interruption in Wi-Fi service. The Company shall keep the Union informed regarding the establishment of such facilities.
2. Prior to assigning a Flight Attendant to airport standby, the Company and the Union must first agree and designate a suitable lounge facility to accommodate the time when a Flight Attendant is waiting for a flying assignment.

## **W. Domestic Partner Coverage**

Domestic partner benefits described in the Company policy will be extended to all Flight Attendants.

## **X. Jumpseat Privileges**

To the degree approved by the FAA, the Company will establish a program that allows Flight Attendants, in uniform, to occupy an available cabin jumpseat for personal travel. Boarding priorities will be established by a policy that will be contained in the Flight Attendant Manual.

## **Y. Legal Representation**

1. The Company shall continue to provide liability insurance coverage for Flight Attendants and their estates against suits by third parties and other employees arising from the Flight Attendant's performance of their duties as crew members for the Company up to the maximum of such policies as presently carried for such corporate liability.
2. A Flight Attendant who is removed from the schedule because of a lawsuit as stated above shall be paid and credited for what she/he/they normally would have earned, plus actual expenses reasonably incurred. If the proceeding occurs on a day off, that Flight Attendant shall be given the minimum day.

## **Z. Foreign Domiciles**

In the event that the Company establishes a Flight Attendant domicile in a foreign country, during the life of this Agreement, the Company will meet and confer with the MEC/LEC President for the purpose of bargaining over the effects, if any, of this establishment, provided that such bargaining will not include changes to this Agreement unless mutually agreed to in writing. Such meeting will occur prior to the opening of the domicile.

## **AA. Passport, Visa and Immunizations**

If required for duty, the Company shall reimburse any Flight Attendant that purchases or renews a passport, visa or required immunization(s).

## **BB. Crew Bag Searches**

Any Flight Attendant that is going to have their property searched, while on duty, has the right to a witness.

## **CC. Disaster Assistance**

The Company will work with a Flight Attendant whose home/domicile is involved in a natural disaster or an Act of God (fire, hurricane, etc.). Each situation will be evaluated on a case by case basis.

**DD.** The Company will make an effort to reply to a Flight Attendant's Incident Report.

**EE.** The Company will grant preferential interviews to displaced Flight Attendants from AFA represented airlines, at the request of the MEC.

**FF.** Should the Company decide, or be required, to install surveillance or recording devices on the aircraft outside of the cockpit, the Company will meet with the LEC President to negotiate associated provisions prior to the installation of such equipment. Such negotiations shall not delay the introduction of new equipment into Company service.

## SECTION 25 INSURANCE

### A. Life Insurance

1. Life insurance will continue to be provided at no cost to each Flight Attendant at one times her/his/their annual compensation.
2. Accidental death and dismemberment insurance will be provided in the same amount as the Company provided life insurance.
3. The Company will continue to ensure that neither the life insurance policy nor the AD&D policy contains exclusions for any activity in which a Flight Attendant engages in the ordinary course of employment.
4. Subject to reasonable enrollment guidelines established by the insurance carrier, a Flight Attendant will be eligible to purchase additional life insurance up to five times annual earnings, or a maximum of \$200,000. In addition, a Flight Attendant may purchase additional life insurance for dependents (\$10,000 for spouse and \$2,000 for each dependent child).
5. Upon request, a Flight Attendant's premiums will be payroll deducted.

### B. Health and Dental Insurance

1. The Company will continue to provide the medical and dental insurance coverages in effect April 9, 2014, however, if there comes a point where there are no longer any participants in the Indemnity Plan, the plan will no longer be offered. The Company shall provide preventative exams at the same level as other non-pilot work groups (i.e. The Early Detection Care provisions currently provided to all employees except pilots and Flight Attendants). In the event the Company contemplates changes from the coverage in effect (including deductibles and co-payments) it will notify and consult with the LEC President at least thirty (30) days prior to any changes. Changes will not result in a net loss of coverage.
2. Mail Order Drug Plan. The Company shall offer a mail order drug plan as an option for medical coverage for purchase of bulk supply of drugs including, for example, birth control pills or high blood pressure pills. Flight Attendants who select this option agree to pay a monthly contribution.
3. The Flight Attendant cost for medical insurance is as follows and based on the fully insured ("FI") rate for:

	<u>3/2/2022</u>	<u>3/2/2023</u>	<u>3/2/2024</u>	<u>3/2/2025</u>
<u>Employee PPO</u>				
<u>Employee Indemnity</u>				
<u>Employee/Child PPO</u>				
<u>Employee/Spouse PPO</u>	<u>19%</u>	<u>21%</u>	<u>23%</u>	<u>25%</u>
<u>Family (1 child) PPO</u>				
<u>Family (&gt;1 child) PPO</u>				

4. The lifetime maximums in the current insurance plans are hereby eliminated effective for health plan years beginning on or after September 23, 2010. Should the law pertaining to Lifetime Maximums be repealed or amended, the Company and Association shall meet to negotiate a new Lifetime Maximum, which shall be no less than one million dollars. Should the parties be unable to reach agreement on a new lifetime maximum, the matter will be submitted to interest arbitration.

5. Flight Attendants on Union Leave may continue to purchase insurance through the Company by paying the monthly contribution for active employees until eligible for coverage under the Union's plan, but not to exceed 90 days.
6. Premiums paid by a Flight Attendant for dependent dental coverage will not be increased by more than \$7.50 per month. Flight Attendants may be required to contribute to premiums for individual coverage at a level not to be increased by more than \$3.75 per month for dental coverage, provided however that the total Flight Attendant contribution for individual and dependent coverage may not increase by more than \$7.50 per month over the life of the Agreement for dental coverage.

**C. Short Term Disability Plan**

1. The Short Term Disability Plan described in the Employee Benefit Plan booklet dated January 1998 shall continue to be available for Flight Attendants.
2. Flight Attendants shall not be required to pay premiums for participation in this plan. The Short Term Disability Plan applicable to Flight Attendants will not be changed without the prior written consent of AFA-CWA. Such consent will not be unreasonably withheld. Changes will not result in a net loss of benefits.

**D. Long Term Disability Plan**

The Company shall continue to offer a long term disability plan at no cost to the Flight Attendant that is no less favorable than the LTD Plan set forth in the Employee Handbook dated January 1998.

**E. Flexible Spending Account**

1. The Flexible Spending Accounts shall continue as set forth in Employee Handbook dated January 1998.
2. The Flexible Spending Account applicable to the Flight Attendants shall not be changed without the prior written consent of AFA-CWA. Such consent shall not be unreasonably withheld.

**F. Provision of Documents to AFA-CWA**

The Company will provide copies of plan documents that are relevant to this Agreement to AFA-CWA, upon request.

**SECTION 26**  
**PRISONER, HOSTAGE OR HIJACKING BENEFITS**

- A. A Flight Attendant, who, while in the employ of the Company, is reported missing, becomes illegally interned, is taken hostage or hijacked while engaged in domestic and/or international flying, including deadhead and layover, shall be paid on a monthly basis the average of the previous three (3) months total pay checks. This monthly compensation shall continue until the earlier of the time limit that:
1. such Flight Attendant is released and determined to be fit for duty; or
  2. death is established in fact; or
  3. death is deemed by a competent court of appropriate jurisdiction; or
  4. forty-eight (48) months have elapsed following the date the Flight Attendant went missing.
- B. No payroll deductions for uniforms will be made during this time. The Flight Attendant shall retain and continue to accrue seniority and longevity during any such period. The time during which a Flight Attendant is reported missing, interned, or held as prisoner or hostage, shall be considered service with the Company for all purposes.
- C. The monthly compensation allowable under this Agreement to a Flight Attendant shall be, at the option of the Flight Attendant: (1) credited to the Flight Attendant on the books of the Company and thereafter held for the Flight Attendant in an interest-bearing account, or (2) disbursed by the Company to the person or persons designated by the Flight Attendant for that purpose. The Company shall require each Flight Attendant to execute and deliver to the Company a written direction showing to whom payments are to be made. The Company shall require such written directions from each Flight Attendant using the form set out below (DESIGNATION OF BENEFICIARY WRITTEN DIRECTION).
- D. Should a Flight Attendant not have completed the Designation of Beneficiary Written Direction form in this Section, any pay due to the Flight Attendant under this Section shall be held by the Company for any such Flight Attendant in an interest-bearing account in the Flight Attendant's name. In the event the Flight Attendant's death is established in fact or deemed by a competent court of appropriate jurisdiction or at the end of the forty-eight (48) month period in Section 26.A. noted above if applicable, all monies shall be paid to the legal representative of the Flight Attendant's estate subject to all applicable law.
- E. Any amounts paid by the Company that are credited to the account of a Flight Attendant or paid to the Flight Attendant's beneficiary in accordance with the provisions of this Section shall not be required to be returned by such beneficiary or the estate of the Flight Attendant even though it is established that such payments were made after the death of the Flight Attendant, nor shall such amounts be a charge against the estate of the Flight Attendant, provided that any such beneficiary shall have furnished the Company with any evidence indicating the death of the Flight Attendant promptly after its receipt.
- F. A Flight Attendant's return shall be governed as if the Flight Attendant had been on a Workers Compensation leave of absence in accordance with Section 8.H. (LEAVES OF ABSENCE).
- G. The pay, benefits, seniority, and applicable travel privileges provided for in this Section shall not apply to any Flight Attendant whose willful misconduct or gross negligence caused the Flight Attendant to be missing, interned, captured, held as a hostage or as a prisoner of war or terrorism, and results in the Flight Attendant's unavailability for duty.
- H. Should the Company decide not to provide the pay, benefits, seniority and applicable travel privileges under this Section to a Flight Attendant, the Company will provide the reason(s) for its decision to the Union. The Union may refer the matter to expedited arbitration.

## DESIGNATION OF BENEFICIARY WRITTEN DIRECTION

TO: Piedmont Airlines, Inc.

1. You are hereby directed to pay all monthly compensation allowable to me and any other benefits stipulated in the Agreement, under conditions which cause direct payment to be impossible, under sections of the Agreement between Piedmont Airlines, Inc., and its Flight Attendants as represented by the Association of Flight Attendants-CWA, then in effect as follows:

\$\_\_\_\_\_ or \_\_\_\_\_% per month to

\_\_\_\_\_  
(Name and Address), as long as living, and thereafter to

\_\_\_\_\_  
(Name and Address). The balance, if any and any amounts accruing after the death of all persons named in the above designations shall be held for me or, in the event of my death before receipt thereof, shall be paid to the legal representative of my estate.

2. The foregoing direction may be modified from time to time by letter addressed to the Company and signed by the undersigned, and any such modification shall become effective upon receipt of such letter by the undersigned.

3. Payments made by the Company pursuant to this direction shall fully release the Company from the obligation of making any further payment with respect thereto.

4. I, on my behalf and on behalf of my estate, assigns, agents or successors hereby indemnify, save and hold harmless the Company, its directors, officers, employees, agents, affiliates, assigns or successors, from any claims, demands, or losses howsoever arising made by any parties with respect to any such payments.

5. The above two paragraphs (3 and 4) do not affect the ability of myself or the Union on my behalf to grieve whether payments have been made in accordance with this direction or this Section 26.

\_\_\_\_\_  
Flight Attendant's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company Witness

\_\_\_\_\_  
Date



## **SECTION 27 RETIREMENT**

### **A. The Company will establish a 401(k) Savings Plan with the following features:**

1. The Company will endeavor to deposit the Flight Attendant contributions and the Company contributions within five (5) working days of the payroll deduction. At no time shall the deposit exceed fifteen (15) days after payroll deduction.
2. Flight Attendants will be eligible to participate in the 401(k) Defined Contribution Plan after one year of active service with the Company.
3. Upon the date of the contract or when legally permissible, the Company will match Flight Attendant contributions in accordance with the following schedule:

<b>Seniority</b>	<b>Percent Match</b>
Less than 3 years	50% of the first <u>4</u> % of the employee contribution
3-4 years	50% of the first <u>5</u> % of the employee contribution
5-9 years	50% of the first <u>6</u> % of the employee contribution
10-14 years	50% of the first <u>7</u> % of the employee contribution
15-19 years	50% of the first <u>8</u> % of the employee contribution
20+ years	50% of the first <u>9</u> % of the employee contribution

4. In addition to the matching contribution in A.3. above the Company will make a 2% 401(k) account contribution for each Flight Attendant who has completed one year of service with the Company and contributes to the specified match level for their seniority. Example, 5–9-year Flight Attendant must contribute 6% to receive a 2% base. Otherwise, the contribution will be 1%.
5. The Company shall not amend the Plan without the written consent of the Union. Such written consent shall not be unreasonably withheld.
6. The Company will allow Flight Attendant pre-tax deferrals to the limits consistent with the applicable laws and regulations.

### **B. Retiree Health**

A retired Flight Attendant will be permitted to pay the group rate premium in order to keep health and dental insurance in effect until the Flight Attendant is eligible for Medicare. A retired Flight Attendant will be permitted to purchase through the Company, a health insurance plan to supplement Medicare and provide the same benefit level as an active Flight Attendant. Retirement for this provision shall be defined as age 65.

### **C. Sick Leave Cash Out**

1. A Flight Attendant who has had Perfect Attendance for the three (3) months preceding retirement shall have all of the sick bank paid out.
2. Flight Attendant who retires while on worker's compensation leave, without settling the worker's compensation claim, shall be paid out for her/his/their sick bank balance as of the time the leave commences. Such Flight Attendant shall have to qualify with Perfect Attendance for the three (3) months preceding the worker's compensation leave.

**SECTION 28**  
**EMPLOYEE ASSISTANCE PROGRAM AND PROFESSIONAL STANDARDS**

**A. Employee Assistance Program (EAP)**

1. The Company and the Association agree to work jointly in coordinating the services of their respective Employee Assistance Programs (EAPs).
2. AFA EAP contact information will be provided at new hire orientation, on the AFA bulletin boards in Flight Attendant domiciles, during the Company's inflight supervisor training programs and on the EAP page of the Company's Website.
3. The Company will permit approved AFA EAP notices to be placed in Flight Attendant mailboxes.
4. 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.
5. Whenever the Company refers a Flight Attendant to the Company EAP, either orally or in writing, AFA EAP contact information will also be provided at the same time.
6. The Company will immediately drop a trip(s) for the EAP Chairperson in the event of an aircraft accident, as defined by the NTSB, in which Piedmont Flight Attendants are involved. The Company will consult with the MEC President to determine the duration of such trip drops, but the Company will make the final decision. On a case-by-case basis and at the Company's discretion, up to two (2) additional EAP committee members may be released from duty.
7. Should the Company provide any other work group with more favorable arrangements, agreements and/or support for programs of assistance, AFA will also be provided such, if requested.
8. Should the Company decide to make material changes in the Company's EAP or drug and alcohol testing programs that are more stringent than the federal regulations, the Company shall notify the MEC EAP Chairperson.

**B Semi-Annual Meeting**

1. Upon request, the Company shall meet every six (6) months, at mutually agreeable time and date, with members of the AFA EAP/Professional Standards Committee to discuss matters pertaining to the parties' respective employee assistance programs. The parties will work to achieve optimal cooperation of EAP and EAP related services between the Company and AFA, including, but not limited to, support for drug and alcohol rehabilitation, and assessment and referral for EAP.
2. For each meeting the EAP Committee Chairperson will be afforded Positive Space travel, in accordance with the Company policies in conjunction with the policies of other companies on which travel is scheduled, to and from the meeting. At the Flight Attendant's option, this authorization may be from the city in which the Flight Attendant resides (provided the travel is from an airport within the contiguous 48 United States and is served by American Airlines or American Eagle) to the city where meeting is being conducted, subject to the provisions that bookings made for this purpose are processed by the Company or other appropriate location designated by the Company and that, at the time such booking is made, there is a seat available. Other meetings will be handled on a case- by-case basis, in accordance with the Company policies in conjunction with the policies of other companies on which travel is scheduled.

### **C. EAP/Rehabilitation Leave**

1. A Flight Attendant will not be disciplined for attending an alcohol or drug rehabilitation program. As part of the substance abuse rehabilitation, a Flight Attendant may be subject to follow up testing pursuant to FAA and Company policy.
2. At the request of the EAP Chairperson or MEC President, the Company will grant a Flight Attendant a leave pursuant to this subsection. The EAP Chairperson or MEC President will contact the Director of Inflight to arrange this leave, subject to proper documentation.
3. Flight Attendants who have voluntarily come forward prior to notification of having an alcohol or drug test will be provided with treatment and rehabilitation through AFA's EAP program or the Company's. After having successfully completed a program the Flight Attendant will be allowed to return to flying status. It is understood that if a Flight Attendant utilizes a treatment program that is not covered by the Company's insurance plan it shall be at her/his/their expense.

### **D. Professional Standards**

1. The Company recognizes the AFA Professional Standards/EAP Committee and agrees to meet with said committee periodically to discuss issues of mutual concern.
2. Should a professional standards problem come to the attention of the Company, the Company may, at its sole discretion, refer such dispute to the Union Professional Standards Committee (UPSC).

## **SECTION 29 SAFETY AND HEALTH**

### **A. Union Safety & Health Committee**

1. The Company shall consider the recommendation of the MEC/LEC Safety & Health Committee (SHC) in all matters affecting the safety and health of the Flight Attendants. The Company shall also consider recommendations made that concern passenger safety and health.
2. The Company safety representatives and the SHC shall meet from time to time, as needed, at mutually agreed times and places.
3. The Union will be provided with a copy of the Company's Emergency Procedures Manual. The Company shall invite the Union to participate in any emergency response training that is relevant for crew members.
4. The Company shall provide the SHC Chairperson with monthly reports regarding Flight Attendant on-the-job injuries or illnesses. These reports shall include the nature of the illness or injury, the date and time the incident occurred, and the aircraft number, if applicable.
5. Should the Company receive information from the aircraft manufacturer or a government entity regarding air contamination and noise level information that occurs in the Piedmont aircraft interior's environment, such information will be provided to the Union.
6. The SHC shall be allowed to inspect and make suggestions regarding any aircraft in which the Company requires a Flight Attendant to work. Prior to initiating any change to cabin configuration that would affect the Flight Attendants the Company shall discuss the change with the SHC.
7. The SHC shall be invited to attend all FAA emergency evacuation drills for new aircraft.

### **B. New Equipment**

1. The Company will involve the SHC Chairperson in the planning of cabin and galley configuration.
2. When a new aircraft type(s) is placed into service with extra cabin jumpseats, the Company will endeavor to make such jumpseat available to off-duty flight attendants.

### **C. Incident/Accident**

1. Upon learning of an aircraft accident, hijacking, or serious incident, as defined below, involving a Company aircraft with a Flight Attendant onboard, the Company shall promptly notify the MEC President or designee.
  - a. Aircraft Accident – An occurrence with a Company aircraft (or any aircraft in which the Flight Attendant is traveling at the direction of the Company and was directly involved in the emergency response) with a Flight Attendant onboard in which there is a death or serious injury, or in which the aircraft receives substantial damage.
  - b. Hijacking (Air Piracy) – Seizure or attempted seizure of a Company aircraft (or any aircraft in which the Flight Attendant is traveling at the direction of the Company) with a Flight Attendant onboard by actual or threatened force or violence.
  - c. Serious Incident – An occurrence on a Company aircraft (or any aircraft in which the Flight Attendant is traveling at the direction of the Company and was directly involved in the emergency response) with a Flight Attendant onboard involving any of the following:

- i. Serious injury to a Flight Attendant;
  - ii. Emergency evacuation of an aircraft due to an imminent threat to the aircraft or passengers and crew;
  - iii. Cabin preparation for a non-precautionary emergency landing;
  - iv. Inflight fire;
  - v. Fire or smoke onboard resulting in injuries to a Flight Attendant;
  - vi. Aircraft decompression;
  - vii. Severe turbulence resulting in injuries or interior damage;
  - viii. Death onboard;
  - ix. Assault and/or crew interference as referenced in threat levels two (2) through four (4) of the Security Section in the Flight Attendant Manual.
- d. The Company shall also notify the MEC/LEC President, or designee, of any aircraft incident that results in an NTSB investigation. In the event that the Company is unable to reach the MEC/LEC President or designee, the Company shall notify AFA's designated alternate contact.
2. If a hotel room(s) becomes necessary due to an aircraft accident, serious incident or hijacking, the Company shall provide single room accommodations, adjacently located to the other crew members, if possible.
  3. Upon request of the MEC/LEC President, a Flight Attendant will be released from duty to participate in an accident/incident investigation involving a Company aircraft.
  4. A Flight Attendant involved in the ECARE or CIRP program will be paid and credited for any time missed due to training or in response to an aircraft accident, hijacking, or serious incident.
  5. In the event of an incident/accident as set forth in Paragraph C.1. above, or any additional situation that the Company deems appropriate and approved by the Director of In-Flight or designee, the following will apply:
    - a. The Flight Attendant will be immediately provided with any required medical attention, away from passengers, if possible.
    - 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. If the circumstances warrant, the Company may provide positive space, on or off line, transportation and lodging, free of charge, to a Flight Attendant's eligible family members to and from the location of the Flight Attendant involved in the event.

- d. Should the Flight Attendant not be able to return home immediately due to illness/injury, or due to a government entity requiring the Flight Attendant to remain available for the investigation, the Company shall release the Flight Attendant from further duty and will absorb costs of lodging, transportation and reasonable expenses for meetings or investigations related to the incident or for medical treatment until cleared to fly and able to return home. Once the Flight Attendant is able to travel, space-positive transportation to the Flight Attendant's domicile or home airport (if within the Company network) will be provided by the Company. Alternate transportation will be provided if the Flight Attendant is unable to travel by air and/or if there is no Company network service from the incident location.
- e. If a Flight Attendant involved in an accident or incident as outlined above and who is unable to work as a Flight Attendant shall be transported on a must ride basis, to/from the accident site, if able to fly as a passenger. Upon request, Company AFA-CWA representatives will be provided with must ride passes to/from the accident site.
- D. Regarding pay and time off, if a Flight Attendant who is involved in an accident or incident as outlined above is unable to continue to perform the Flight Attendant duties, she/he/they shall be released for the remainder of that duty period without loss of pay or credit. A Flight Attendant who is unable to continue to perform Flight Attendant duties for any ensuing duty period(s) shall coordinate her/his/their return to duty, including whether or not the Flight Attendant will receive pay and credit for any additional day(s) dropped, with InFlight management. Any day(s) dropped as a result of this section shall not count as an occurrence(s) for the purpose of the Company's attendance policy or the perfect attendance bonus set forth in Section 4.H.
- E. The Company shall notify the Flight Attendants upon receipt of information of any potential environmental or biological hazards which they may have been exposed to while on duty.
- F. No Flight Attendant shall be required to perform a bomb search on an aircraft or remain on board an aircraft during such search.
- G. Company shall provide ear plugs to Flight Attendants upon request.
- H. Flight Attendants will not be required to lift a non-ambulatory passenger during boarding and deplaning.
- I. A Flight Attendant shall not be permitted to be on board an aircraft that is a maintenance test flight. A Flight Attendant may be required to be on board during a maintenance evaluation flight.
- J. A Flight Attendant shall not be required to be on board an aircraft that is a pilot training flight. OE shall not be considered a pilot training flight.
- K. Except for galley areas, Flight Attendants shall not be the primary person required to perform the cabin security inspection (also sometimes referred to as a "security search" or "security check") required by the federal government or Company policy. A Flight Attendant may be required to perform such cabin security inspection/search/check in the event the aircraft has been diverted to a station not normally served by Piedmont, or not staffed with Ramp/Customer Service personnel trained to do the security checks or if required to minimize or avoid departure delays and/or cancellations. In the event a Flight Attendant will be required to perform a security inspection/search/check pursuant to this paragraph the Flight Attendant will be so notified by the Company. In the event a Flight Attendant is required to perform a security search for the reasons listed above, the Director of Inflight or designee, upon notification, will seek potential resolutions to avoid such security checks.
- L. The company will maintain zero tolerance for assaults involving a Flight Attendant.

## **M. Fatigue**

1. The Company recognizes that a Flight Attendant may reach a point, as a result of work-related duties, where she/he/they feels that her/his/their physical state is such that the required duties could not be performed safely during flight. In such circumstances, the Flight Attendant will notify the captain of the flight and Crew Scheduling and will be removed without pay and will be given an attendance occurrence. The Flight Attendant must follow up with Inflight Services within twenty-four (24) hours to explain the circumstances which gave rise to the fatigue.
2. On a quarterly basis, the Director of Inflight or designee will meet with the Association's safety chairperson to review the fatigue calls and the circumstances surrounding them. After meeting with the safety chairperson, the Director of Inflight or designee, at her/his/their discretion, may determine to remove the attendance occurrence from the Flight Attendant's records. Such decision shall be final and will not be subject to the grievance process. Each instance of claimed fatigue will be handled on a case-by-case basis.

## **N. TSA Self Defense Training**

Flight Attendants will be provided one day off with no loss of pay to attend TSA Self-Defense training every three (3) years, subject to the following:

1. No split trip.
2. Single Day.
3. Positive space to training, if needed, on line and may not bump revenue (seat must be open at time of booking).
4. Attendance by more than three (3) Flight Attendants in any month will be subject to Company approval. If attendance by three (3) Flight Attendants would impact the operation due to staffing issues, the Company will confer with the MEC President to see if a resolution can be reached. If no resolution is reached, the Company may choose to deny drops for the month in question and increase slots within the succeeding twelve (12) months, in increments of at least one (1), until the three (3) slots are recovered. Drops on or within three (3) days of the following holidays may be denied: New Year's Day, July 4th, Halloween, Thanksgiving, and Christmas.
5. Request shall be made within seven (7) days after the final bid award.
6. No other costs to the Company.

## SECTION 30 DRUG & ALCOHOL TESTING

### A. Drug Testing

1. A Flight Attendant shall submit to a urinalysis drug test as required by the regulations issued by the Department of Transportation (DOT) under the following circumstances:
  - a. Following an aircraft accident or incident involving injury or property damage;
  - b. If the Company has reasonable suspicion of drug use affecting duty pursuant to Government guidelines;
  - c. As part of an appropriate approved rehabilitation monitoring program;
  - d. Random, return to duty, and other testing may be performed only to the extent required by the DOT regulations.
2. A Flight Attendant selected for random testing will be notified at the report time for duty, prior to the last round trip of the day, or after completion of that Flight Attendant's last trip of the day. However, the Company may remove a Flight Attendant from a trip for the purpose of conducting a test without loss of pay or flight credit to the Flight Attendant. Except as provided herein, a Flight Attendant will not be required to undergo random testing on a day off. The random testing notification procedures established by the Company shall be the same as established for other flight crew members.
3. A Flight Attendant who has been sent for a reasonable suspicion test shall be made aware of the activity or behavior that aroused the suspicion. Upon request, the Company will share all relevant information, within its control, relied upon to order the reasonable suspicion test with an AFA-CWA EAP/Professional Standards representative designated by the MEC/LEC President provided that the representative will consent to the appropriate confidentiality agreement.
4. Whenever a Flight Attendant is required to undergo drug testing, the Company shall ensure that a "split sample" procedure will be available at the Flight Attendant's option. One sample will be used for the test. The cost of maintaining the "chain of custody" and the test itself will be borne by the Company. The second sample will be retained and stored in a manner designed to preserve its validity as a testing sample and which complies with "chain of custody" requirements. In the event the first sample tests negative, the stored sample will be destroyed. In the event of a positive result, the Flight Attendant may direct that the second sample be tested by an approved testing facility of the Flight Attendant's choice. The Flight Attendant must elect this option within seventy-two (72) hours of notification by the Medical Review Officer ("MRO"). All costs associated with electing the split sample procedure, including collection, transportation, handling and storage fees shall be borne by the Flight Attendant. If the second sample tests negative, the Flight Attendant will be reimbursed for the cost of testing the second sample.
5. The Company and the Union agree to cooperate for the following purposes:
  - a. To meet or exceed the confidentiality requirements of the Regulations;
  - b. To meet and confer should any change to the Company's drug testing be required by governmental agency in order to determine how such changes might best be accomplished;
  - c. To rely on the Union's Employee Assistance Committee and any appropriate Company Committee to provide assistance to Flight Attendants who may have substance abuse or dependency problems and to encourage such Flight Attendants to voluntarily seek such assistance.



6. The Company promptly shall seek FAA approval of any changes in its drug testing plan, if necessary.
7. The Company acknowledges that circumstances may arise where drug tests are unreasonably delayed and could affect the Flight Attendant's duty period the following day. The Company will review these situations on a case-by-case basis after receiving relevant information from the Flight Attendant.
8. A Flight Attendant will be removed from flying if a drug test results in a safety concern finding. If the safety concern finding is subsequently found to be unnecessary, the Flight Attendant will be pay protected for trips missed while removed from flying.

## **B. Alcohol Testing**

1. A Flight Attendant shall submit to breath-alcohol test as required by the regulations issued by the Department of Transportation under the following circumstances:
  - a. Following an aircraft accident or incident involving injury or property damage;
  - b. If the Company has reasonable suspicion of alcohol use affecting duty pursuant to Government guidelines;
  - c. As part of an appropriate rehabilitation monitoring program;
  - d. Random, return to duty, and other testing may be performed only to the extent required by the DOT regulations.
2. A Flight Attendant selected for random testing will be notified at the report time for duty, prior to that Flight Attendant's last round trip of the day, or after completion of that Flight Attendant's last trip of the day. However, the Company may remove a Flight Attendant from a trip for the purpose of conducting a test without loss of pay or flight credit to the Flight Attendant. Except as provided herein, a Flight Attendant will not be required to undergo random testing on a day off.
3. A Flight Attendant who has been sent for a reasonable suspicion test shall be made aware of the activity or behavior that aroused the suspicion. Upon request, the Company will share all relevant information, within its control, relied upon to order the reasonable suspicion test with an AFA-CWA EAP/Professional Standards representative designated by the MEC/LEC President provided that the representative will consent to the appropriate confidentiality agreement.

## **C. Expense**

Notwithstanding the provisions of this Agreement, a Flight Attendant shall not be required to pay for a drug or alcohol test. At no time shall a Flight Attendant incur any expenses relating to a drug or alcohol test, except for the cost of a split sample test requested pursuant to Paragraph A.4. above. The Company shall reimburse actual taxi expenses for a Flight Attendant who was required to travel off-site for a drug or alcohol test.

## **D. EAP/Rehabilitation**

1. A Flight Attendant will not be disciplined for attending an alcohol or drug rehabilitation program. As part of the substance abuse rehabilitation, a Flight Attendant may be subject to follow up testing pursuant to FAA and Company policy.

2. Flight Attendants who have voluntarily come forward prior to notification of having a drug or alcohol test will be provided with treatment and rehabilitation through AFA-CWA's EAP Program or the Company's insurance program. It is understood that if a Flight Attendant utilizes a treatment program that is not covered by the Company's insurance plan it shall be at her/his/their expense.

#### **E. General**

1. No Flight Attendant shall be required to submit to an "observed test" if the observer is of the opposite sex.
2. A Flight Attendant shall be allowed to have a witness during a drug or alcohol test. The witness shall be as close to the test as permitted by the DOT guidelines.
3. Provided a Flight Attendant follows Company and DOT guidelines, such Flight Attendant will not be disciplined if a flight is delayed due to a mid-day drug or alcohol test.
4. Flight Attendants will receive twenty-five dollars (\$25) for each drug or alcohol test.

## SECTION 31 HOURS OF SERVICE

### A. Flight Time Limitations

1. The Company may not schedule, reassign, reschedule or extend a Flight Attendant whose projected block hours for the month after the schedule adjustment will be greater than ninety-five (95) block hours per month and greater than the Flight Attendant's monthly projected block hours prior to the schedule adjustment without the Flight Attendant's consent. Block hours for purposes of this paragraph include voluntary picked up flying, but excludes deadheads. A Flight Attendant may voluntarily exceed the limitations established by this paragraph.
2. Flight Attendants holding hard lines are guaranteed a minimum of eleven (11) calendar days off in domicile in a thirty-day month and eleven (11) calendar days off in domicile in a thirty-one day month. Build up and reserve line holders are guaranteed a minimum of eleven (11) calendar days off in domicile per month. A Flight Attendant may opt to drop below the guaranteed minimum days off after the Final Bid Awards.

### B. Check-In and Check-Out

1. Flight Attendants will check-in and check-out for each duty period in accordance with the Company policy. Scheduled report time for duty, including for deadhead, shall be at the Company's discretion and shall be published in the assigned/awarded pairing or crew card. Should the policy for report and release change from the policy in place as of the Date of Signing of this Agreement (including automation of check in/check out and message delivery/notifications), the Company will meet with the Union to discuss such policy changes prior to implementing said changes.
2. A Flight Attendant whose report time at a RON is revised, will be transported to the airport at a time consistent with the revised report time.
3. Release from duty at the domicile and at RON stations will be fifteen minutes (:15) after block-in, or when released by the Company, if later.
4. The Company may alter a Flight Attendant's scheduled release time to accommodate a duty or rest problem. However, release from duty will not be reduced below ten (10) minutes from block-in.

### C. Rest Provisions

Flight Attendants shall be scheduled for, and will receive, a minimum of ten (10) hours of rest between duty periods.

### D. Duty Period

1. Duty time shall not be scheduled, rescheduled, reassigned or extended to exceed fourteen (14) hours per duty period. Such duty period may actually exceed fourteen (14) hours and such Flight Attendant may be required to fly the scheduled trip through the last scheduled flight, provided such duty period is not projected to or does not actually exceed fifteen and one half (15.5) hours. A Flight Attendant may, at her/his/their sole option, volunteer to complete a flight that would cause her/him/them to exceed fifteen and one half (15.5) duty hours.
2. A Flight Attendant may not be scheduled, rescheduled, extended, reassigned or junior assigned for more than nine (9) block hours per duty period. A Flight Attendant may exceed nine (9) block hours because of weather, ATC delays, etc. A Flight Attendant may voluntarily exceed nine (9) block hours per duty period.

3. A Flight Attendant who is contacted after 2200 and told to report prior to 0500 shall not be scheduled to exceed nine (9) hours on duty during the next duty period and shall not actually exceed ten (10) hours on duty.

#### **E. Other Limitations**

1. A Flight Attendant shall not actually fly more than eight (8) takeoffs and landings per duty period. Not included in this limitation is one (1) deadhead, ferry or reposition flight. A Flight Attendant may opt to exceed this limitation by one (1) deadhead if the deadhead, ferry or reposition flight would return the Flight Attendant to the domicile at the end of a trip.
2. Flight Attendants shall have at least one (1) calendar day off in domicile in seven (7) calendar days. However, if a trip checks-out no later than 0200, it will be considered to have ended in the same calendar day in which it began.
3. If a trip checks out after 0200 on a scheduled day off, it will be considered a day of work and the Flight Attendant shall be free from duty for the remainder of the day. This provision does not establish the basis for the affected Flight Attendant to receive a compensatory day off; however, due to extenuating circumstances, the Company may grant a compensatory day off on a case by case basis.

#### **F. Schedule Changes**

The Company may utilize the following rescheduling, reassignment, junior assignment (drafting) and extension provisions only when necessary to prevent cancellations, to prevent or reduce delays or otherwise maintain schedule integrity. The Company shall use available reserve line holders required by this Agreement, before changing the schedule of a regular line holder.

1. Reschedule/Reassignments/Extension
  - a. To protect the integrity of the schedule, the Company may reassign or extend a Flight Attendant's trip by adding or deleting flights, or may reschedule a Flight Attendant to a different flight(s). Such Flight Attendant shall be guaranteed the greater of the pay otherwise due for the originally scheduled trip or the pay earned for the changed trip.
  - b. A Flight Attendant who is rescheduled/reassigned/extended and is now scheduled to return to the domicile more than three (3) duty hours after the originally scheduled trip's check-out time in domicile shall be paid a stipend of 2.5 hours, above the guarantee, in addition to all other pay and credit for the trip.
  - c. A Flight Attendant shall not be rescheduled/reassigned/extended more than six (6) duty hours beyond the originally scheduled trip's check-out time without the Flight Attendant's consent.
  - d. In the event a Flight Attendant is rescheduled/reassigned/extended for more than four (4) duty hours beyond the originally scheduled trip's check-out time in domicile, the assignment shall be credited as one instance toward the Flight Attendant's "junior assignment" monthly and yearly cap.
  - e. A Flight Attendant may not have her/his/their schedule changed if the change would cause an overnight, if that Flight Attendant was not scheduled to do an overnight. This provision does not apply to a Flight Attendant on reserve.
  - f. A Flight Attendant shall be notified of a reschedule/reassignment/extension in a timely manner in order to make alternate plans, if necessary.

## 2. Trip/Flight Cancellation Reassignment

- a. In the event a Flight Attendant is ready and available to fly and the scheduled crew is canceled due to weather, mechanical conditions or operational decisions, and the Flight Attendant is not rescheduled/reassigned, that Flight Attendant shall be credited for one hundred percent (100%) of the Flight Attendant's hourly flight pay for the scheduled flight hours lost due to such cancellations, plus the value (greater of scheduled or actual) of the originally scheduled flights flown. When such cancellation occurs, a Flight Attendant will at the Crew Scheduler's option:
  - i. be released from duty, or
  - ii. be reassigned to other flight duty provided that the new flight assignment returns the Flight Attendant to the domicile no later than two (2) hours following the footprint of the original assignment. For example: If the Flight Attendant's cancelled assignment returned to the domicile by 1700 on March 6<sup>th</sup>, the new assignment must return the Flight Attendant to domicile by, or prior to, 1900 on March 6<sup>th</sup>, or
  - iii. be placed on standby for a period of twelve hours commencing with the Flight Attendant's original report time. When the cancellation of an entire day's flying is known prior to the day, the standby period will be from 0500 to 1700, unless the Crew Scheduler notifies the Flight Attendant on the prior day of a different standby period.
- b. The reassignment of a Flight Attendant whose trip has been canceled shall be in accordance with the provisions of F.1. above.
- c. A Flight Attendant assigned to other flight duty, in addition to any applicable stipend(s), will be credited for any time actually worked of the scheduled crew in addition to the greater of the following:
  - i. The scheduled value of the original scheduled flight(s); or
  - ii. The scheduled value of the flight(s) actually flown; or
  - iii. The actual value of the flight(s) flown.

## 3. Junior Assignment/Drafting

- a. To protect the integrity of the schedule the Company may junior assign ("draft") a Flight Attendant to fly on a scheduled day(s) off. This provision may only be used when the use of a reserve Flight Attendant is not practical to cover the trip (i.e. the Company cannot position such reserve without undue delay of the trip).
- b. The following procedures will be followed in order to secure needed staff after attempting to contact all available Flight Attendants with requests on file:
  - i. Reserves in domicile.
  - ii. Reserves out of domicile, if practical.
  - iii. The most junior Flight Attendant available at the domicile.
  - iv. The most junior Flight Attendant available at another domicile.

The above procedure will be followed except in cases where a Flight Attendant is immediately available who would minimize delays to the system.

- c. A Flight Attendant shall not be junior assigned/drafted if it would project her/him/them above ninety-five (95) block hours per month, including voluntarily picked up flying, but excluding deadhead. However, this provision is not intended to relieve the Flight Attendant from completing the scheduled flying on the bid schedule. A Flight Attendant may be drafted up to thirty-two (32) hours prior to the report time for the open trip. A Flight Attendant will not be drafted more than five (5) days in a calendar year or two (2) calendar days in a month.
  - d. A Flight Attendant who is junior assigned and who reports for the assignment shall be paid Minimum Daily Guarantee in addition to all other pay and credit for the junior assignment.
  - e. A Flight Attendant who is junior assigned shall, upon request, be provided with written documentation from the Company of the junior assignment.
  - f. The Company will maintain a log of all Flight Attendants who are contacted pursuant to this provision. The log will reflect the time the Flight Attendant was contacted and the result. The log sheets will be maintained for at least one (1) year. The log will be made available upon request for review by the Union's Scheduling Committee.
  - g. Flight Attendants whose trips are dropped for Union Business may not be drafted on those days.
  - h. A Flight Attendant may not be junior manned/drafted to sit Reserve or Airport Standby.
4. Junior Assignment Cap
- a. The junior assignment cap is five (5) calendar days in a calendar year or two (2) calendar days in a month.
  - b. An extension, reassignment or reschedule for more than four (4) hours beyond the originally scheduled trip's check-out time in domicile counts as one day toward the junior assignment monthly and yearly cap.
  - c. A Flight Attendant who has reached the junior assignment cap(s) may not be junior assigned, or rescheduled, reassigned or extended to remain on duty four (4) or more hours beyond the originally scheduled trip's check-out time without the Flight Attendant's consent.
5. When a Flight Attendant is assigned a trip that requires a deadhead or hotel information other than that provided on the crew card, the crew scheduler will provide that information, including the deadhead record locator number, as soon as practical.
6. Voluntary Junior Assignment List (VJA)
- a. A VJA list will be established for the purposes of covering open flying. Flight Attendants on the list, available for the entire trip, without a trip conflict, will be called in seniority order, at the domicile where the open trip exists. A Flight Attendant accepting a VJA may exceed the monthly/yearly cap. If verbal contact is made between the Flight Attendant and Crew Scheduling, the Flight Attendant must accept the trip. Being unavailable twice may be grounds for removal from the VJA list.

- b. To be placed on the VJA list, a Flight Attendant must notify the Company no later than 2100 the night prior. A minimum of a two hour notice shall be required for a call out. A Flight Attendant who has reached either the monthly or yearly cap, will not be called for an assignment, unless that Flight Attendant has placed herself/himself/their self on the VJA list.

## **G. General**

1. A Flight Attendant who has checked-out from a trip shall not be required to perform any duties.
2. The Company shall have no telephone contact with Flight Attendants between the hours of 2200 and 0700, except in regard to an immediate scheduling issue such as an assignment for that day.
3. A Flight Attendant shall not be required to keep the Company informed of her/his/their whereabouts while on days off, vacations, or leaves of absence. This provision does not absolve a Flight Attendant from the responsibility to communicate with the Company regarding the Flight Attendant's status during certain types of leave of absence.
4. A Flight Attendant who is prevented from returning to domicile on the last leg of a trip as a result of weather or a mechanical may, at the Company's option, be returned to the domicile on the next or later Company flights, be required to remain with the aircraft, be deadheaded home on another carrier or be ground deadheaded home.
  - a. If the Flight Attendant does not return to domicile on the last day of the trip and was scheduled for duty on the following day, the Flight Attendant shall be given at least three (3) hours to return home and prepare for that day's assignment. The Company will return the Flight Attendant to the original trip, if feasible to do so.
  - b. A Flight Attendant who was not scheduled for duty on that day shall receive credit for a day of work.
5. The Company may adjust a Flight Attendant's trip to accommodate a change in the flight schedule, i.e., when AAG alters the marketing schedule or when the Company changes the schedule due to aircraft delivery. This paragraph does not apply to problems with weather, maintenance or crew availability. The affected Flight Attendant shall be notified as soon as practical. The Flight Attendant may not be required to fly on an originally scheduled day(s) off in this circumstance. Nothing herein shall preclude a Flight Attendant from volunteering to work on a scheduled day(s) off.
6. Flight Attendants shall not be required to attend a mandatory meeting with Inflight Management if doing so would interfere with the 1 in 7 rest requirement.
7. The Company reserves the right to apply flight crewmember flight time and duty limitation and rest requirements to all Flight Attendants with sixty (60) days' notice to the MEC President. If requested, the Company shall meet with the Union to discuss the ramifications of the change.

## **H. Commuter Policy**

1. This commuter policy applies only to travel on American Airlines, American Eagle, ID 90 flights, MyIDTravel, and to Flight Attendants who ground commute.
2. Flight Attendants are responsible for reporting to assignments in a timely manner. These provisions are not intended to relieve Flight Attendants of that responsibility.

### 3. Commuting by Air

- a. A Flight Attendant commuting by air must list as a commuter with the Company and designate a city, acceptable to the Company, as the origination airport on a form to be provided by the Company. As an alternate, any city within 100 miles of the designated city may be used in lieu of the origination city. A Flight Attendant must submit an additional form for any requested changes in the origination airport.
- b. Any Flight Attendant commuting by air to an assignment under the terms of this policy must be listed in an airline reservation system as a non-revenue passenger on a primary and back-up flight, both of which must have available seats. The Flight Attendant must list at least two (2) on-line flights not more than forty- eight (48) hours, but not less than twenty-four (24) hours, in advance of the scheduled departure time for the flight that she/he/they expects to use to commute to work. If listing on two (2) flights is not permitted by the airline's applicable travel policy, listing on the first flight only is permitted, provided the back-up flight departs from the same airport and is the next scheduled departure to the same destination. Additionally, the back-up flight must still meet the requirements of this paragraph and paragraph d., below
- c. If jumpseat provisions are available to Flight Attendants, and a mutually agreeable procedure has been established, Flight Attendants may elect to use jumpseat privileges for primary and back-up flights on which they are listed and when doing so will be considered to have complied with the provisions of this section.
- d. The primary flight on which the Flight Attendants elects to list must be scheduled to arrive at the airport where the Flight Attendant is assigned to commence a trip in advance of the show time. The Flight Attendant must have at least one (1) back-up flight scheduled to depart from the same airport later than the primary flight on which the Flight Attendant is listed. This back-up flight shall also be scheduled to arrive prior to the Flight Attendant's show time.
- e. Flight Attendants commuting to an assignment must arrive at the designated gate for the primary flight on which they are listed at least thirty (30) minutes prior to the scheduled departure time for that flight.
- f. After arriving at the departure gate, if the Flight Attendant becomes aware of a delay/cancellation of the unavailability of a non-revenue passenger seat on the primary flight, the Flight Attendant will immediately notify Crew Scheduling and will provide the flight number and departure time for that flight.
- g. Following the delay or cancellation of the primary flight the Flight Attendant will report to the departure gate of the back-up flight as soon as practicable.
- h. A Flight Attendant will immediately call Crew Scheduling when becoming aware that she/he/they will not be able to report for duty at or before show time because of further delays, cancellations or non-revenue passenger seat availability.
- i. Documentation of a Flight Attendant's commuter attempts will consist of a PNR, boarding pass, record locator number, screenshot of standby list in gate area or email confirmation. This documentation must clearly show the full name of the Flight Attendant, date, time and location of failed attempts.



#### 4. Commuting by Ground

- a. To be eligible under this policy, as a ground transportation (e.g., automobile, train, bus, ferry, etc.) commuter, a Flight Attendant's address of record must be more than fifty (50) miles from her/his/their domicile using standard routes of travel (e.g., Mapquest, Google Maps, AAA, etc.) and must be identified as a ground transportation commuter.
- b. A Flight Attendant commuting via ground transportation must plan the commute based on all known factors (known or forecast weather, traffic, train or bus schedules, etc.) so as to arrive at her/his/their scheduled report time. In the case of an unanticipated ground commuting failure, a Flight Attendant may utilize the Commuter Policy recovery options in H.5., below, provided that the Flight Attendant calls Crew Scheduling as soon as possible and submits dated proof to management upon request.
- c. A Flight Attendant shall immediately notify Crew Scheduling upon becoming aware she/he/they shall not be able to report for duty at or before assignment time due to unforeseen circumstances. Additionally, the Flight Attendant must provide sufficient evidence of a condition or event that prevented her/him/them from reporting at or before scheduled report time.

#### 5. Commuting Failure Recovery Options

- a. The Flight Attendant will make every effort to report to the location at which she/he/they was scheduled to begin the trip as soon as possible following the commuting failure. The Flight Attendant and Crew Scheduling may mutually agree to an alternative location to which the Flight Attendant will report.
  - b. Crew Scheduling will try to get the Flight Attendant back on her/his/their original trip. If the schedule prevents the Flight Attendant from being returned to the original trip, she/he/they will be assigned another trip or a reserve day, as long as such assignment does not require the Flight Attendant to work into a day(s) off without the Flight Attendant's consent. If the Flight Attendant is assigned a reserve day and wishes to request a "Drop Trip Granted" at the time of assignment, such request shall be considered and at the Company's discretion, may be approved based on available reserve coverage.
6. Flight Attendants who are unavailable for duty under this policy will not be paid or credited for any flights missed and the Flight Attendant's minimum monthly guarantee will be reduced by the amount of scheduled flight time for all flights missed.
  7. If a Flight Attendant complies with the requirements above, and through no fault of the Flight Attendant, does not arrive in time for the trip the Company will take no disciplinary action against the Flight Attendant provided Crew Scheduling is notified immediately and the Flight Attendant provides sufficient documentation of compliance to her/his/their supervisor.
  8. If the Company is unable to verify that the Flight Attendant complied with the requirements above (e.g. ID90s, MyIDTravel) and sufficient evidence of compliance is not provided by the Flight Attendant, she/he/they will be considered a "no-show" for the trip and may be subject to disciplinary action.
  9. A Flight Attendant may use the commuter policy protection no more than six (6) times in any consecutive twelve (12) month period.

**SECTION 32  
DURATION**

- A.** This Agreement shall become effective upon date of ratification.
- B.** This Agreement shall continue in full force and effect through March 2, 2026 and shall renew itself without change each succeeding March 2 thereafter unless written notice of intended change is served in accordance with Section 6, Title 1 of the Railway Labor Act, as amended, by either party hereto no sooner than September 2, 2025.

IN WITNESS WHEREOF, the undersigned parties have signed this Agreement on the     day of July, 2022.

FOR ASSOCIATION OF FLIGHT  
ATTENDANTS-CWA, AFL-CIO

FOR PIEDMONT AIRLINES, INC.

/s/ Sara Nelson  
Sara Nelson  
International President

/s/ Steven Keefer  
Steven Keefer  
Vice President, Operations

/s/ Sheila Hubbard  
Sheila Hubbard  
MEC President

/s/ Mandy McGuigan  
Mandy McGuigan  
Director, Inflight

/s/ Beth DeProspero  
Beth DeProspero  
Senior Staff Negotiator

**LETTER OF AGREEMENT**  
**between**  
**PIEDMONT AIRLINES, INC.**  
**and**  
**THE FLIGHT ATTENDANTS IN ITS SERVICE**  
**as represented by**  
**THE ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO**

---

**SIGNING BONUS**

---

THIS LETTER OF AGREEMENT is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, by and between PIEDMONT AIRLINES, INC. ("Company") and the ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO ("Union") (collectively, "the parties").

THE PARTIES AGREE TO THE FOLLOWING:

Each non-management Flight Attendant on the Seniority List on March 2, 2022 will be paid a signing bonus of \$1,800 as soon as possible, but no later than thirty (30) days of ratification.

IN WITNESS WHEREOF, the parties hereto have signed this Letter of Agreement this \_\_\_ day of July 2022.

FOR ASSOCIATION OF FLIGHT  
ATTENDANTS-CWA, AFL-CIO

FOR PIEDMONT AIRLINES, INC.

/s/ Sara Nelson  
Sara Nelson  
International President

/s/ Steven Keefer  
Steven Keefer  
Vice President, Operations

/s/ Sheila Hubbard  
Sheila Hubbard  
MEC President

/s/ Mandy McGuigan  
Mandy McGuigan  
Director, Inflight

/s/ Beth DeProspero  
Beth DeProspero  
Senior Staff Negotiator

**LETTER OF AGREEMENT**  
**between**  
**PIEDMONT AIRLINES, INC.**  
**and**  
**THE FLIGHT ATTENDANTS IN ITS SERVICE**  
**as represented by**  
**THE ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO**

---

**MONTHLY GUARANTEE TRUE UP**

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THIS LETTER OF AGREEMENT is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, by and between PIEDMONT AIRLINES, INC., ("the Company") and the Flight Attendants in the service of PIEDMONT AIRLINES, INC., as represented by the ASSOCIATION OF FLIGHT ATTENDANTS – CWA, AFL-CIO (the "Union" or "AFA"), with both the Company and Union referred to as "the parties."

Whereas, the parties were in Section 6 negotiations and negotiated a new collective bargaining agreement ("CBA") that amended Section 3.B.1 under Monthly guarantee true up;

Now therefore the Parties agree as follows:

**B. Monthly Guarantee True Up**

1. Except as provided for below, a Flight Attendant holding a regular or build-up line for a month will be guaranteed a minimum of seventy-five (75) hours of flight pay at her/his applicable hourly rate. When a Flight Attendant is not available for flight duty for an entire month, the monthly guarantee true up will be prorated. For purposes of prorating the guarantee, a Flight Attendant who is in training, or on sick leave, military leave (i.e. weekend drill), bereavement leave or vacation is not considered unavailable and will not have her/his guarantee prorated.
  - a. If the average hours of flight pay for all lineholders (hard line and build up), is less than seventy-seven (77) hours in any given month, Flight Attendants who did not have at least seventy-seven (77) flight pay hours will be guaranteed seventy-seven (77) hours of flight pay at her/his applicable hourly rate. The average will be based on a look back of the previous rolling twelve (12) months of flight pay hours for all lineholders (hard line and build up), system-wide.
  - b. When the rolling twelve-month flight pay hours average is less than seventy-seven (77) hours, Flight Attendants will receive a payment for the difference between seventy-five (75) hours and seventy-seven (77) hours, assuming the Flight Attendant had less than seventy-seven (77) flight pay hours during the subject month. This payment will be made in the last paycheck of the month following the calculation from the subject month.

**EXAMPLE:** In April 2023, the Company will average the amount of flight pay hours across all lineholders in the system between March 2022 and March 2023. If that average is less than seventy-seven (77) hours, the Company will guarantee all Flight Attendants who worked in March 2023 a minimum of seventy-seven (77) hours of flight pay at his/her applicable hourly rate. The difference between the Flight Attendant's flight pay hours in March 2023 and seventy-seven (77) hours will be paid to the Flight Attendant no later than April 30th.

- c. When a Flight Attendant is not available for flight duty for an entire month, the monthly guarantee true up of seventy-seven (77) hours, if applicable, will be prorated. For purposes of prorating the guarantee, a Flight Attendant who is in training, or on sick leave, military leave (i.e. weekend drill), bereavement leave or vacation is not considered unavailable and will not have her/his guarantee prorated.
- d. For the first 12 months after ratification of the CBA, all Flight Attendants will be provided a true-up to 77 hours every month.

This Letter of Agreement shall be effective upon signing and remain in full force and effect through the February 2026 bid month.

IN WITNESS WHEREOF, the parties hereto have signed this Letter of Agreement this \_\_\_\_ day of July, 2022.

FOR ASSOCIATION OF FLIGHT  
ATTENDANTS-CWA, AFL-CIO

FOR PIEDMONT AIRLINES, INC.

/s/ Sara Nelson  
Sara Nelson  
International President

/s/ Steven Keefer  
Steven Keefer  
Vice President, Operations

/s/ Keturah Johnson  
Keturah Johnson  
MEC President

/s/ Mandy McGuigan  
Mandy McGuigan  
Director, Inflight

/s/ Beth DeProspero  
Beth DeProspero  
Senior Staff Negotiator

**LETTER OF AGREEMENT  
between  
PIEDMONT AIRLINES, INC.  
and  
THE FLIGHT ATTENDANTS IN ITS SERVICE  
as represented by  
THE ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO**

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**PRINTED BID PACKET**

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THIS LETTER OF AGREEMENT is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, by and between PIEDMONT AIRLINES, INC. ("Company") and the ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO ("Union") (collectively, "the parties").

THE PARTIES AGREE TO THE FOLLOWING:

Through the December 2022 bid month, the Company will print bid packets for each Flight Attendant who requests one. The request must be submitted electronically to the Company no later than the Monday before the second Thursday of each month. The bid packages will be delivered by 1700 hours on the second Thursday of each month.

IN WITNESS WHEREOF, the parties hereto have signed this Letter of Agreement this \_\_\_\_ day of July 2022.

FOR ASSOCIATION OF FLIGHT  
ATTENDANTS-CWA, AFL-CIO

FOR PIEDMONT AIRLINES, INC.

/s/ Sara Nelson  
Sara Nelson  
International President

/s/ Steven Keefer  
Steven Keefer  
Vice President, Operations

/s/ Keturah Johnson  
Keturah Johnson  
MEC President

/s/ Mandy McGuigan  
Mandy McGuigan  
Director, Inflight

/s/ Beth DeProspero  
Beth DeProspero  
Senior Staff Negotiator

**LETTER OF AGREEMENT**  
**between**  
**PIEDMONT AIRLINES, INC.**  
**and**  
**THE FLIGHT ATTENDANTS IN ITS SERVICE**  
**as represented by**  
**THE ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO**

---

**PEAK PERIOD ATTENDANCE BONUS**

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THIS LETTER OF AGREEMENT is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, by and between PIEDMONT AIRLINES, INC., ("the Company") and the Flight Attendants in the service of PIEDMONT AIRLINES, INC., as represented by the ASSOCIATION OF FLIGHT ATTENDANTS – CWA, AFL-CIO (the "Union" or "AFA"), with both the Company and Union referred to as "the parties."

WHEREAS, the parties were in Section 6 negotiations and negotiated a new collective bargaining agreement ("CBA") that provided for an attendance bonus during certain peak periods;

Now therefore the Parties agree as follows:

Flight attendants who miss no days of scheduled work during the following critical periods shall receive a \$500.00 bonus for each period:

- June 16 through July 15
- July 16 through August 15
- Thanksgiving peak period (as defined by the Company)
- Christmas peak period (as defined by the Company)

IN WITNESS WHEREOF, the parties hereto have signed this Letter of Agreement this \_\_\_\_ day of July 2022.

FOR ASSOCIATION OF FLIGHT  
ATTENDANTS-CWA, AFL-CIO

FOR PIEDMONT AIRLINES, INC.

/s/ Sara Nelson  
Sara Nelson  
International President

/s/ Steven Keefer  
Steven Keefer  
Vice President, Operations

/s/ Keturah Johnson  
Keturah Johnson  
MEC President

/s/ Mandy McGuigan  
Mandy McGuigan  
Director, Inflight

/s/ Beth DeProspero  
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Senior Staff Negotiator

**LETTER OF AGREEMENT**  
**between**  
**PIEDMONT AIRLINES, INC.**  
**and**  
**THE FLIGHT ATTENDANTS IN ITS SERVICE**  
**as represented by**  
**THE ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO**

---

**ARBITRATOR PANEL**

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THIS LETTER OF AGREEMENT is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, by and between PIEDMONT AIRLINES, INC. (the "Company") and the FLIGHT ATTENDANTS as represented by the ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO (the "Union").

WHEREAS the Company and the Union mutually desire to create an arbitrator panel for purposes of Section 16 of the parties' collective bargaining agreement:

NOW, THEREFORE, the parties have mutually agreed as follows:

1. This Letter of Agreement will be in effect from the date of execution of this Letter of Agreement.
2. When a 3-Member System Board is necessary to resolve grievances, the Company and the Union will select the Neutral Board Member from the arbitrator panel set forth below. If the Company and the Union cannot agree upon the Neutral Board Member or a method for selecting him/her, the Neutral Board Member shall be selected from the panel by using an alternate strike method.
  - a. Marge Brogan
  - b. John LaRocco
  - c. Joyce Klein
  - d. Michael LeRoy
  - e. Robert "Rocky" Perkovich
  - f. Gil Vernon
  - g. William Holden
3. The Company and the Union may, by mutual agreement, modify this arbitrator panel set forth above at paragraph 2.

IN WITNESS WHEREOF, the parties have signed this Letter of Agreement this \_\_\_\_ day of July, 2022.

FOR ASSOCIATION OF FLIGHT  
ATTENDANTS-CWA, AFL-CIO

/s/ Sara Nelson  
Sara Nelson  
International President

/s/ Keturah Johnson  
Keturah Johnson  
MEC President

/s/ Richard Wrede  
Richard Wrede  
Senior Staff Attorney

FOR PIEDMONT AIRLINES, INC.

/s/ Steven Keefer  
Steven Keefer  
Vice President, Operations

/s/ Mandy McGuigan  
Mandy McGuigan  
Director, Inflight



**LETTER OF AGREEMENT  
between  
PIEDMONT AIRLINES, INC.  
and  
THE FLIGHT ATTENDANTS IN ITS SERVICE  
as represented by  
THE ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO**

---

**CONTRACT MODIFICATIONS**

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THIS LETTER OF AGREEMENT is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, by and between PIEDMONT AIRLINES, INC. ("Company") and the ASSOCIATION OF FLIGHT ATTENDANTS-CWA, AFL-CIO ("Union") (collectively, "the parties").

THE PARTIES AGREE TO THE FOLLOWING:

**A. Section 3: Compensation**

1. Effective on the date of signing of this Letter of Agreement (LOA), all new hire Flight Attendants and any Flight Attendant who has not completed three (3) years of active service as a Flight Attendant for the Company shall be paid at the 3-4 Years hourly rate set forth in Section 3.A. of the CBA (currently \$27.25). Flight Attendants will remain at the 3-4 Years longevity scale until her/he/they would have otherwise moved to the 5-Year rate in the absence of this agreement.
2. A Flight Attendant on the seniority list as of the date of signing of this LOA who is not being paid the 4-5 Years rate and will receive less than \$3,000 due to the increase in hourly rate pay set forth in A.1. above (based on 77 pay hours per month), will receive the difference in two payments based on the schedule and criteria in A.4. below. A flight attendant whose difference is \$500 or less will receive the full amount in their August 30, 2022 pay.
3. A Flight Attendant who has completed four (4) years of active service as of the date of signing of this LOA will be paid a \$3,000 retention bonus as set forth below:
  - a. \$1,500 on August 30, 2022
  - b. \$1,500 on December 30, 2022

Note: flight attendants must be on the seniority list as of date of signing and remain on the seniority list on each of the payment dates in order to be eligible to receive the payments.

**B. Effective with the date of signing of this LOA, Section 6.B.8. of the Collective Bargaining Agreement shall be replaced with the following:**

**8. Commuter Rooms**

- a. A commuter Flight Attendant will be eligible for a Company paid hotel room, in base or out of base, for trip adds from open flying, no more than three (3) times per month.
- b. A Flight Attendant will be eligible for a Company paid hotel room out of base for trip adds from open flying, no more than three (3) times per month.
- c. Notwithstanding a. and b. above, a commuting Flight Attendant domiciled at a non-hub location (average less than one hundred (100) daily AAG departures in the previous month), will be provided a

hotel room in domicile up to four (4) times in a calendar month the day before the Flight Attendant's scheduled assignment commences or the day the assignment concludes. The hotel rooms will be provided at hotels selected by the Company only, and rooms will be booked using the current policy listed on the Inflight Department page of the company website. Hotel rooms provided by the company elsewhere in this agreement will not count against the four (4) monthly limit.

- d. Notwithstanding a. and b. above, a commuting Flight Attendant domiciled at a hub location (average one hundred (100) or more daily AAG departures in the previous month), will be provided a hotel room in domicile up to six (6) times in a calendar quarter (e.g., January-March) the day before the Flight Attendant's scheduled assignment commences or the day the assignment concludes, up to a maximum of twenty-four (24) in a calendar year. The hotel room will be provided at hotels selected by the Company only, and rooms will be booked using the policy currently listed on the Inflight Department page of the company website. Hotel rooms provided by the company elsewhere in this agreement will not count against the six (6) quarterly limit.

**C. Section 20 of the CBA shall be amended by adding the following as 20.H.**

**H. Satellite Domiciles**

1. Notwithstanding the provisions of this Section 20, the company may utilize Satellite Domiciles under the following procedures:
  - a. Twenty-five (25) days prior to the publication of the monthly bid packages, the Company may publish Hard Lines, Build-up Lines, or Reserve Lines, or any combination thereof, in any airport designated by the Company as a Satellite Domicile.
  - b. At the time of publication, the Company shall designate the Domicile from which Flight Attendants may bid for lines in the Satellite Domicile(s).
  - c. The lines shall be designated as Hard, Build-up, or Reserve but will not indicate days of work and days off.
  - d. Bidding for a Satellite Domicile shall be open for four (4) days. Flight Attendants may submit a bid contingent upon receiving a specific type of line (e.g. the flight Attendant may bid to accept only if awarded a Hard Line). A flight Attendant who is not awarded the type of line bid will revert to bidding in the flight Attendant's permanent domicile during the regular bidding cycle for that month. A Flight Attendant who does not bid for a specific type of line shall be considered to be bidding any type of line.
  - e. After the close of bidding for Satellite Domicile lines, if the number of Flight Attendants bidding for Satellite Domicile lines is greater or less than that which was published, the Company may increase or decrease the number of Satellite Domicile lines to match the number of flight Attendants bidding for them, or determine that it is no longer productive to award Satellite Domicile lines for that bid month. In such case, the Company will notify all Flight Attendants in the designated Domicile concurrent with the publication of the monthly bid package. If a sufficient number of Flight Attendants bid for lines in a Satellite Domicile, the Flight Attendants awarded Satellite Domicile schedules will be promptly notified and will bid on Satellite Domicile lines during the regular bidding process. Flight Attendants may only bid for the type(s) of line specified in their contingency bid. Satellite Domicile lines will not be assigned to Flight Attendants not bidding for one.
  - f. Schedules for Satellite Domiciles will be constructed in accordance with Section 7, as amended.

- g. Satellite Domicile lines will be awarded, in accordance with paragraphs c. and d. above, first in seniority order amongst Flight Attendants who were awarded a specific type of line; then in seniority order amongst Flight Attendants who did not submit a contingency bid for a specific type of line.
- h. The Satellite Domicile lines for successful bidders will be awarded concurrent with the preliminary award as set forth in Section 19 of the Agreement. Flight Attendants awarded lines in a Satellite Domicile shall, for all purposes, be considered based in the designated Satellite Domicile for the bid month(s) he or she is awarded the Satellite Domicile line.
- i. Flight Attendants awarded Hard Lines in a Satellite Domicile may bid for open flying during the forty-eight (48) hour period with all other Flight Attendants in his or her permanent Domicile. Conversely, Flight Attendants awarded Hard Lines in a permanent Domicile may bid for open flying during the forty-eight (48) hour period with all other Flight Attendants in the associated Satellite Domicile. Flight Attendants adding a trip(s) or trading a trip(s) between the Satellite Domicile and permanent Domicile are responsible for any travel between the Satellite Domicile and his or her permanent Domicile.

#### **D. Add to Section 2. Definitions**

“Satellite Domicile” is any airport designated by the Company where the Company may publish flight Attendant schedules for bidding utilizing Flight Attendants from a Domicile designated by the Company. Satellite Domiciles are not considered temporary duty, a temporary vacancy, or temporary domicile and are exempt from the requirement set forth in Section 19.F. of the Agreement.

#### **E. New Section 6. E.3.**

In addition to 1. and 2. above, a Flight Attendant awarded flying in a Satellite Domicile will be reimbursed for parking at the Satellite Domicile if free airport parking is not provided. Reimbursement will be at long-term rates and will be accomplished through the company expense reporting process.

#### **F. 2022 Summer Reliability**

##### **1. Eligibility**

All Flight Attendants subject to the Parties’ current (CBA), including part-time instructors, are eligible for the Rewards in this Agreement if they meet all of the following criteria:

- a. The Flight Attendant is in active service during the applicable Rewards Period;
- b. The Flight Attendant has successfully completed their Initial Ground School Training; and
- c. The Flight Attendant has met the conditions applicable to each, individual Reward.

##### **2. Rewards Periods**

The 2022 Summer Reliability Rewards Program includes the following Rewards Periods:

- a. June 16, 2022-July 15, 2022; and
- b. July 16, 2022-August 15, 2022; and

c. August 16, 2022-September 12, 2022.

### 3. Rewards and Their Conditions

The 2022 Summer Reliability Rewards Program includes the following Rewards:

- a. Meeting the Reliability Goal for one Rewards Period: \$1,000.
- b. Meeting the Reliability Goal for two Rewards Periods: \$1,000 for the first Rewards Period and \$1,500 for the second Rewards Period (\$2,500 total).
- c. Meeting the Reliability Goal for three Rewards Periods: \$1,000.00 for the first Rewards Period, \$1,500 for the second Rewards Period, and \$2,000 for the third Rewards Period (\$4,500 total).
- d. "Meeting the Reliability Goal" means the Flight Attendant does not accumulate more than one (1) sick day during the applicable Rewards Period. Flight Attendants taking FMLA or military leave must work at least part of the applicable Rewards Period to be eligible for its corresponding Reward.
- e. Disqualification from receiving a Reward in one Rewards Period does not automatically disqualify a Flight Attendant from receiving a Reward in any other Rewards Period.
- f. Each Reward will be paid on the 30th of the month in which the Reward is earned.
- g. Rewards shall not be eligible for 401k deferral or Company match.

IN WITNESS WHEREOF, the parties hereto have signed this Letter of Agreement this \_\_\_\_ day of June 2022.

FOR ASSOCIATION OF FLIGHT  
ATTENDANTS-CWA, AFL-CIO

FOR PIEDMONT AIRLINES, INC.

/s/ Sara Nelson  
Sara Nelson  
International President

/s/ Steven Keefer  
Steven Keefer  
Vice President, Operations

/s/ Sheila Hubbard  
Sheila Hubbard  
MEC President

/s/ Mandy McGuigan  
Mandy McGuigan  
Director, Inflight

/s/ Beth DeProspero  
Beth DeProspero  
Senior Staff Negotiator



April 7, 2022

Keturah Johnson  
MEC/LEC President – Council 61  
Association of Flight Attendants – CWA  
222 Farragut Street  
Philadelphia, PA 19139

Re: Changes to Tentative Agreement

Dear Ms. Johnson:

This shall serve to memorialize our recent discussions, and the agreements made therein, regarding implementation of amended Piedmont/AFA-CWA Collective Bargaining Agreement (CBA) ratified on March 2, 2022.

As you are aware, during our recent discussions/meetings scheduled for the purpose of finalizing the language of the amended CBA, the AFA proposed, and the Company agreed, to make certain changes to the tentative agreement for the purpose of conforming the CBA to a gender neutral document. In doing so, we also agreed that the “pronoun” changes are not intended to modify the meaning, intent, or interpretation of the provisions modified for the purpose of conforming the CBA to a gender neutral document.

If the above recitation comports to your understanding of the agreement we made regarding this matter, please indicate so with your signature below.

Regards:

A handwritten signature in black ink, appearing to read "Stephen B. Keefer".

Stephen B. Keefer  
Vice President of Flight Operations  
Piedmont Airlines

Accepted and Agreed:

\_\_\_\_\_  
Keturah Johnson  
MEC/LEC President  
AFA – CWA, Council 61

\_\_\_\_\_  
Date

Cc R. Wrede  
M. McGuigan

**<THE PRINTED VERSION WILL HAVE AN INDEX INSERTED HERE>**