

TENTATIVE AGREEMENT

between

**ASSOCIATION OF FLIGHT ATTENDANTS-CWA,
AFL-CIO**

representing the flight attendants

and

MESA AIRLINES, INC.

and

FREEDOM AIRLINES, INC.

November 20, 2009

SECTION 1
RECOGNITION, SCOPE AND SUCCESSORSHIP

- A. In accordance with certification number R-6499 regarding Mesa Airlines Inc. and R-6932 regarding Freedom Airlines Inc issued by the National Mediation Board on April 11, 1997 and March 6, 2003 respectively, Mesa Air Group, Inc., Mesa Airlines, Inc. and Freedom Airlines, Inc., (collectively the Company or Mesa) hereby recognizes the Union as the collective bargaining representative of the Flight Attendants in the employ of the Company for the purpose of the Railway Labor Act, as amended.
- B. This agreement will be binding upon any successor or merged company or companies in the control of Mesa Air Group, Inc. in accordance with the conditions of the Railway Labor Act, as amended. Any transaction wherein a successor emerges will be deemed to be a "Successorship Transaction."
- C. All present and future scheduled airline passenger revenue flying performed in or for revenue producing service of the Company, or any subsidiary or division of the Company which requires a Flight Attendant, shall be performed by Flight Attendants and supervisory Flight Attendants on the combined Company Flight Attendants' System Seniority List in accordance with the terms and conditions of this Agreement.
- D. The Company shall not create an "alter ego" to avoid the terms and conditions of this Agreement
- E. Merger and Seniority Integration
1. In the event of a Successorship Transaction in which the successor is an air carrier, or a person or entity that controls or is under the control of an air carrier, the successor will provide the Flight Attendants with a fair and equitable means of seniority integration with the successor's Flight Attendants as provided in Sections 2, 3 and 13 of the Labor Protective Provisions (LPP's) specified by the Civil Aeronautics Board (CAB) in the Allegheny-Mohawk merger, except that the integration of seniority lists of the respective groups will be governed by the Association of Flight Attendants-CWA (AFA) merger policy, if both pre-transaction Flight Attendant groups are represented by the AFA.
 2. Upon the announcement of a Successorship Transaction or any other transaction which will or may result in the acquisition of another carrier by the Company or the consolidation of the Company with another air carrier, the parties will meet promptly to negotiate a fence agreement and/or to implement a seniority

integration process as described above. During the period between the announcement of any transaction herein described and the earlier of (a) agreement on a fence agreement, (b) a completed and implemented seniority integration, or (c) the operational merger, no Flight Attendant who was on the combined Company Flight Attendant System Seniority List as of the date of signing of this Agreement will be furloughed as a result of such transaction.

3. If the Company transfers aircraft or aircraft leases to an entity other than a parent, subsidiary or subsidiary of a parent, and the purchaser of such aircraft uses the aircraft to operate over the then current lines of the Company, the Company shall require as a written condition of such transaction that the purchaser grant each flight attendant on the Company Flight Attendant System Seniority List whose seniority rights are affected by such transaction an interview for employment to serve as a flight attendant on such aircraft. (This section shall not apply to financing or stock transactions where the transferred assets continue to be used in the regular course of the Company's operations).

4. Any grievance filed by the Union alleging a violation of this section will bypass the initial steps of the grievance procedure and be submitted directly to binding arbitration on an expedited basis. The System Board of Adjustment, sitting with a neutral arbitrator, will conduct hearings and consider the dispute no later than fifteen (15) days following the submission of the case. A decision will be rendered not later than thirty (30) days after submission, absent mutual agreement to the contrary.

SECTION 2 **DEFINITIONS**

- A. "Bid Line" means a planned sequence of trips and days off for a Flight Attendant that is posted for bid.

- B. "Bid Period" means a consecutive thirty (30) or thirty-one (31) day cycle for the purpose of establishing the Bid Lines.

- C. "Block to Block" means the period of time beginning when the pilot releases the parking brake of the aircraft for purposes of departure and ends when the aircraft parking brake is set and the main cabin door is opened.

- D. “Bungee” means a method of posting trips to be dropped to another flight attendant. If the trip is not accepted by another flight attendant, then the original owner must fly the trip.
- E. “Calendar Year” means the period starting with January 1st at 0001 (12:01 a.m.) and ending with December 31st at 2400 (midnight).
- F. “Charter” means anon-scheduled revenue flight for the exclusive use of a specific customer.
- G. “Company” means Mesa Airlines, Inc., Freedom Airlines, Inc. and any other air carrier operated, controlled or owned by Mesa Air Group, Inc., its assignees or successors.
- H. “Credited Time” means all flight time and any other time that a Flight Attendant receives credit for flight time under this Agreement; e.g. ready reserve, Crew on Duty (COD), vacation, sick leave, guarantee.
- I. “Crew” means Captain, First Officer and Flight Attendants(s).
- J. “Critical Flying” means flight time the Company has designated as eligible for premium pay to cover known, short term staffing irregularities.
- K. “Day” means a calendar day starting at 0001 and ending at 2400 hours (local time).
- L. “Day Off” means a period of time from the hours of 0001 to 2400 based upon local time of a Flight Attendant’s domicile that a Flight Attendant will be free from all required duty with the Company.
- M. “Deadheading” means the time spent by a Flight Attendant traveling from one point to another at the direction of the Company, either for duty or returning from duty, including time spent using surface or air transportation for such purposes.
- N. “Domicile” means any geographic location designated by the Company where Flight Attendants are based for flight duty purposes.
- O. “Duty Time” means the time a Flight Attendant is required to report for duty, which period begins forty-five (45) minutes before the scheduled departure of her/his first flight of the day, or whenever the Flight Attendant actually reports, whichever is later, and ending fifteen (15) minutes after block-in, or until the Flight Attendant is released from duty, whichever is later, or as otherwise provided in this Agreement.

- P. “Final Bid Award” means a line of time after all adjustments, (i.e. integration, training, vacation) have been made to the initial line award.
- Q. “Flight Pay” means payment based upon a Flight Attendant’s applicable hourly rate of pay.
- R. “Golden Day” means a day off on which a Flight Attendant may not be required to perform any work for the Company, notwithstanding any other provision of this agreement.
- S. “Holiday Period” means the time period beginning on November 15th of a given calendar year and lasting until January 15th of the following calendar year.
- T. “Initial Bid Award” means the bid line awarded prior to any adjustments.
- U. “Irregular Operations” means a variance from normal operations due to mechanical, weather, ATC and/or delays due to late aircraft arrival which are beyond the control of the Company.
- V. “Leg or Segment” means one flight between two airports. Ex: PHX-LAS
- W. “Line Holder” means a Flight Attendant who bids and is awarded a regular line of flying during a bid period.
- X. “Longevity” means length of service with the Company for pay and benefit purposes as outlined in this Agreement.
- Y. “Open Time” means flight time not assigned to a bidline and other flying that may become available during the bid period.
- Z. “Permanent Vacancy” means a vacancy for a position that is expected to exist for more than three (3) bid periods.
- AA. “Probationary Period” means a Flight Attendant’s first one hundred eighty (180) days of active service as a Flight Attendant with the Company, which begins after successful completion of the initial operating experience. The Company may extend a Flight Attendant’s probation by up to two (2) consecutive periods of ninety (90) days.
- BB. “Scheduled Time” means flight time specified in the operating schedules established by the Company in accordance with average historic en route block times by equipment type.
- CC. “Seniority” means the Flight Attendant’s length of cumulative service with the Company beginning the last day of Ground School.

- DD. "Shadow Bid" means the schedule for a Flight Attendant who will not be flying all or a portion of the bid for the purpose of calculating pay.
- EE. "Stand Up Overnight" or "C.O.D" means a continuous on-duty overnight trip that contains a rest period which is of shorter duration than the minimum rest period required by the F.A.R.s.
- FF. "Temporary Duty" means that a Flight Attendant is temporarily assigned duty away from her/his domicile.
- GG. "Trip" or "Pairing" means an itinerary of flight segments, deadheading, ferry flights and layovers beginning with check-in at the Flight Attendant's domicile and ending fifteen (15) minutes after return to that domicile.
- HH. "Union" means The Association of Flight Attendants-CWA, AFL-CIO.

SECTION 3
COMPENSATION

A.

1. Flight Attendants will receive flight pay and credit for scheduled hours flown based on their longevity as a Flight Attendant with the Company effective the first day of March of each of the following years:

Length of Service	Current	One year after ratification	Two years After ratification
1 st 6 Months	\$15.59	\$15.75	\$15.91
2 nd 6 Months	\$16.71	\$16.88	\$17.05
2 nd Year	\$18.40	\$18.58	\$18.77
3 rd Year	\$19.71	\$19.91	\$20.11
4 th Year	\$20.81	\$21.02	\$21.23
5 th Year	\$22.10	\$22.32	\$22.54
6 th Year	\$23.15	\$23.38	\$23.61
7 th Year	\$23.95	\$24.19	\$24.43
8 th Year	\$24.75	\$25.00	\$25.25
9 th Year	\$25.45	\$25.70	\$25.96
10 th Year	\$26.17	\$26.43	\$26.69
11 th Year	\$26.64	\$26.91	\$27.18
12 th Year	\$27.02	\$27.29	\$27.56
13 th Year	\$27.27	\$27.54	\$27.82
14 th Year	\$27.83	\$28.11	\$28.39
15 th Year	\$28.12	\$28.40	\$28.68

16 th Year	\$28.68	\$28.97	\$29.26
17 th Year	\$29.24	\$29.53	\$29.83
18 th Year	\$29.74	\$30.04	\$30.34

2. When a Flight Attendant is advanced from one pay step to the next, which occurs on the anniversary of her/his date of hire, she/he shall be paid her/his new rate from the beginning of the pay period nearest that date.

B. Guarantee

1. Each Flight Attendant shall receive a minimum bid period guarantee of seventy and forty-two hundredths (70.42) flight hours.
2. A Flight Attendant who is unavailable for part of a bid period will have her/his bid period guarantee prorated.
3. A Flight Attendant who uses sick leave will have her/his minimum bid period guarantee reduced by the amount of scheduled flight time she/he is unavailable to fly.
4. For each reserve day awarded or assigned to a Flight Attendant holding a regular or mixed line of flying, such Flight Attendant will be paid the applicable rate for the greater of:
 - a. Three and thirty-five one-hundredths (3.35) hours of flight time credit for each reserve day assigned, or
 - b. Scheduled flight time actually worked.
5. A Flight Attendant holding a reserve line shall be credited with her/his applicable rate of pay with a minimum bid period guarantee of seventy and forty-two hundredths (70.42) hours per bid period. A reserve Flight Attendant will be credited her/his applicable rate of pay for the greater of:
 - a. The minimum bid period guarantee, or
 - b. Scheduled flight time actually worked.
6. A Reserve Flight Attendant who picks up a trip out of open time on a day off will be paid the credited time in addition to the minimum monthly guarantee.

7. Flight Attendants available for the entire bid period will not receive less than the minimum bid period guarantee as defined in subparagraph 1 above.
8. Should a Flight Attendant engage in a trip trade that would cause her/his flight hours to drop below the minimum bid period guarantee, she/he shall have her/his bid period guarantee adjusted.

C. Flight Time to Duty Ratio

1. Standup Overnight

A Flight Attendant who is scheduled for a standup overnight will receive flight pay and credit for the greater of the scheduled flight time flown or one (1) hour for every two (2) hours of duty time.

2. A Flight Attendant who is originally scheduled for a break in service of four (4) or more hours will receive flight pay credit for the greater of scheduled flight time flown or one (1) hour for every two (2) hours of duty time for each duty day in which this occurs. This shall not apply to schedules modified for holidays or to integration shifts.

D. Attendance Bonus/Sick Leave

Flight Attendants will receive an additional two percent (2%) of their wages (not including per diem) for each quarter in which they have perfect attendance (no absences other than pre-approved, pre-planned vacation and no instances of tardiness).

E. Training Pay

1. A Flight Attendant assigned to a training session of four (4) or more hours will receive flight pay and credit for four (4) hours.
2. A Flight Attendant assigned to a training session of less than four (4) hours will receive flight pay and credit for two (2) hours.
3. At the completion of computer based or home study training Flight Attendants will be paid fifty per cent (50%) of the training credit value up to a maximum daily limit of four (4) hours (i.e. a two credit home study module will be compensated at one hour of pay; an eight hour module will be compensated at four hours of pay) with a minimum credit value of one-half (1/2) hour.
4. The flight time pay and credit set forth in paragraph 1 above shall not apply to individuals attending new hire training.

F. Displacement

When a Flight Attendant eligible for flight pay is scheduled by the Company and is available, but is not used, due to displacement by a Company official or employee of the Company other than a regularly assigned Flight Attendant, flight pay at such Flight Attendant's applicable pay rate shall be credited to the Flight Attendant who was scheduled to fly such trip. Such displaced Flight Attendant may be reassigned to flight duties provided her/his duty day is not extended into her/his originally scheduled day(s) off unless the Flight Attendant agrees. A reassigned Flight Attendant shall be credited with her/his originally scheduled flight time or the rescheduled flight time, whichever is greater.

G. Deadhead Pay

1. A Flight Attendant who is required by the Company to deadhead to or from any station will receive flight pay and credit for one-half (1/2) of the scheduled flight time for such deadhead segment(s). There shall be no maximum compensation for deadheading.
2. A Flight Attendant volunteering for open time on a scheduled day(s) off will not receive deadhead compensation unless the deadhead was originally scheduled (and flown) on the trip pairing.
3. Time spent in transportation will not be considered as flight time for purposes of flight time limitations nor will that time be considered as crew rest for the purposes of crew rest requirements.
4. Deadhead pay will not apply to Flight Attendants traveling on Company business, unless it is provided in accordance with paragraph H below.

H. Special Assignment

A Flight Attendant on special assignment shall shadow bid and be compensated at the appropriate Flight Attendant rate according to his or her longevity for the assignment. A Flight Attendant who is unable to perform her/his or duties as a Flight Attendant due to on-the-job injuries may be required to accept other assignments which the Flight Attendant is medically able to perform. All other special assignments shall be voluntary. Special assignments to publicity or promotional duties normally will not be longer than thirty (30) days. Part time training instructor assignments shall be covered by this paragraph. Full time instructors who are Flight Attendants shall be compensated as published by the Personnel Department for the position.

I. Holiday Pay

A Flight Attendant flying on the holidays listed below shall receive one and one-half (1-1/2) times her/his applicable pay rate for all scheduled flight time worked on the holiday(s).

New Years Day (January 1st)
Memorial Day
Independence Day (July 4th)
Labor Day
Thanksgiving
Christmas Day (December 25th)

J. Open Time/Junior Assignment Wage Premium

The Company will compensate a Flight Attendant who is junior assigned on a day off or extended 150%. Critical flying may be offered for pickup a compensation rate up to 150% of the value of the trip(s) picked up.

K. Cancellation Pay

If the pilots at Mesa are provided with any form of cancellation pay, Flight Attendants will receive the same provision.

L. Equipment Changes

If the Company changes equipment from the aircraft shown on the Flight Attendant's line, the Flight Attendant shall be paid the greater of the originally scheduled flight time on the original aircraft or the actual flight time in the new aircraft.

M. Paychecks

1. When an inadvertent Company error results in a loss of pay to a Flight Attendant, she/he shall be paid within five (5) business days, of written notification by the Flight Attendant, of such error. If the error results in a loss of more than one hundred dollars (\$100.00) the Flight Attendant may request an advance from the Company, not to exceed the anticipated net amount of the lost pay, until the error can be corrected.
2. To the degree software can support, a Flight Attendant's paycheck stub shall list the hours of sick leave in her/his sick leave bank and hours of vacation in addition to pay and tax information.

3. The Company will not make any deductions from a Flight Attendant's paycheck without notifying the Flight Attendant of the reason for the deductions.
4. Paychecks will be distributed on the 1st and 16th days of the month, or on the business day(s) prior if those dates fall on a weekend or holiday.

SECTION 4 **SICK LEAVE**

- A. Upon completion of a Flight Attendant's probationary period, she/he will commence accrual of sick leave at a rate of two and seventeen one hundredths (2.17) hours per bid period. The maximum sick leave accrual will be two hundred (200) hours.
- B. When a regular line holding Flight Attendant loses time as a result of illness or injury, she/he will receive flight pay and credit for the scheduled flight time lost, to the extent sick leave has been accrued.
- C. When a reserve Flight Attendant calls in sick for a day of availability, she/he will receive flight pay and credit of three and thirty-five one-hundredths (3.35) hours, to the extent sick leave has been accrued.
- D. In the event a Flight Attendant is eligible for Worker's Compensation benefits and there is a waiting period before benefits commence, the Company will pay sick leave during the waiting period, to the extent sick leave has been accrued.
- E. Flight Attendants who are furloughed or on leave of absence will retain, but not accrue sick leave.
- F. The Company may require a Flight Attendant to present medical verification as proof of illness or injury. For non-probationary Flight Attendants, the Company shall pay the portion of the cost of the medical visit that is not covered by insurance for the first two such notes in a 12-month period. In addition, medical verification may be required when the Company has reasonable cause to believe that the Flight Attendant is abusing her/his sick leave privileges.
- G. Flight Attendants with perfect attendance during holiday periods shall have one occurrence deducted from their attendance record.
- H. Catastrophic Illness Protection. In the event that a Flight Attendant suffers a serious illness or injury requiring her/him to miss more than ninety (90) calendar days of service, the Company, upon the ninety-first (91st) day or

upon the exhaustion of accrued sick time, whichever occurs later, will begin to pay the Flight Attendant her/his minimum bid guarantee until long-term disability (LTD) benefits commence. Upon commencement of LTD, catastrophic illness protection shall terminate. Benefits under this plan apply to Flight Attendants only and specifically exclude leave associated with the illness or injury of family members.

- I. A Flight Attendant will perfect attendance from January 1 through December 31 of a given year may elect to be paid out twenty-five (25) percent of earned sick leave for that year. Or, such amount may be transferred into the Flight Attendant’s vacation bank and may be used on a day at a time basis for personal leave.

SECTION 5
VACATION

A. Accrued and Earned Vacation

Longevity	Annual Rate of Accrual	Pay Rate
<u>0-12 months</u>	1 week	Paid 3 hrs per day
<u>1-5 years</u>	2 weeks	Paid 3 hrs per day
<u>6-20 years</u>	3 weeks	Paid 3 hrs per day
After 20 yrs	4 weeks	Paid 3 hrs per day

- 1. Flight Attendants will accrue vacation in accordance with the above schedule. Accrued vacation will not be considered earned, and cannot be used, until the Flight Attendant’s longevity date. Accrued vacation must be used by the Flight Attendant’s longevity date in the following year, except as otherwise provided in this Section. Flight Attendants accrue vacation only during periods of active service; if a Flight Attendant is on inactive status during a portion of a year, her/his vacation accrual shall be proportionately adjusted.
 - a. For the purposes of this Section a vacation week shall be from 0001 hours Sunday through 2400 hours Saturday.

- b. A Flight Attendant's vacation accrual as set forth above shall be based on her/his active service during the preceding calendar year.
 - c. Vacation shall be considered earned each year on the Flight Attendant's longevity date.
 - d. Flight Attendants will receive flight pay and credit of three (3) hours for each vacation day.
2. In the event a Flight Attendant does not take her/his vacation due to the circumstances defined in paragraphs E., G. or J. of this section, she/he may carry such vacation over to the following year, subject to Company approval. If a Flight Attendant is not allowed to carry over her/his vacation to the following year she/he shall be paid such vacation.
 3. By October 1st each year, the Company shall post the number of vacation days each Flight Attendant has accrued, plus the vacation days she/he should accrue through the end of the current calendar year, that she/he may bid for the following calendar year. For the purposes of this section a calendar year is defined as thirteen (13) bid periods encompassing the majority of time between January 1st and December 31st.

B. Vacation Periods

1. A vacation period will consist of seven (7) days and run from Sunday through the following Saturday.
2. A Flight Attendant must bid for an entire vacation period. If s/he has fewer than seven (7) days at the time of the vacation, her/his vacation period shall be shortened by eliminating day(s) at the end of the vacation period. At her/his option, the Flight Attendant may advise Crew Scheduling to eliminate her/his vacation days starting from the beginning of the vacation period.
3. On a first-come, first-served basis, Flight Attendants may request to take vacation on a day-at-a-time basis. If the vacation period is open, the request will be granted; if the vacation period is not open, the Company may grant the request if the needs of the service permit. If a Flight Attendant takes day-at-a-time vacation, s/he shall have such days deducted from either the beginning or the end of a vacation period later in the same calendar year. If the Flight Attendant takes day-at-a-time vacation more than once, the days shall all be deducted from the same later vacation period.

4. A Flight Attendant may bid for up to four (4) consecutive vacation periods.

C. Vacation Bidding

1. Vacation periods shall be awarded at each domicile, in seniority order.
2. The Company shall allocate sufficient vacation periods in each bid period at each domicile to cover the amount of vacation to be bid at that domicile.
3. By October 1st each year, the Company will post all of the vacation periods available for bid at each domicile for the following calendar year.
 - a. The October vacation bid shall close on November 1st and the vacation awards shall be posted on or before November 15th.
 - b. A Flight Attendant must bid all of her/his available vacation during the October vacation bid.
4. If a Flight Attendant who does not bid or does not bid sufficiently will be assigned to the first available open vacation period(s) after all other vacation periods have been awarded.

D. Vacation Swaps

Vacation periods in each domicile that have been vacated (due to terminations, leaves of absence, etc.) will be available for Flight Attendant swaps. The Company will post such openings for the subsequent bid periods in the bid package. Vacation swaps will be honored on a first come, first served basis. A Flight Attendant may swap her/his vacation period with another Flight Attendant in the same domicile.

E. Cancellation

1. The Company may cancel a vacation only in the case of operational necessity. In such instances, the Flight Attendant will be given reasonable advance notice of the cancellation. In the event that due to the Company's cancellation of a Flight Attendant's vacation, the Flight Attendant suffers a loss of a non-refundable deposit, or reasonable related expenses, the Flight Attendant will be reimbursed

for such loss. Receipts for such losses shall be presented to the Company for approval and reimbursement.

2. In all instances of cancellation the Company will make its best efforts to provide at least two (2) weeks notice of cancellation.
 3. Canceled vacations will be rescheduled at a mutually agreeable time or carried over to the following year if necessary.
- F. No Flight Attendant shall be required to keep the Company notified of her/his whereabouts while on vacation.
- G. In the event a Flight Attendant is hospitalized with inpatient status during a scheduled vacation she/he may elect to charge the hospital stay to sick leave instead of vacation. Written confirmation may be required from the attending physician or hospital administration.
- H. A Flight Attendant who has completed one (1) year of service and who resigns and gives a minimum of fourteen (14) days written notice to her/his supervisor will be paid for earned unused vacation at the contractual rate.
- I. A Flight Attendant who is involuntarily transferred to another domicile will retain her/his awarded vacation dates.
- J. A Flight Attendant who bids out of her/his domicile will retain her/his awarded vacation dates if available; if not available she/he will move the vacation to an open slot or where the operation necessitates, defer vacation until the following year.
- K. In the case of termination or death, the Flight Attendant or her/his estate shall be paid for earned unused vacation time.
- L. Furloughed Flight Attendants shall have the option of retaining their unused vacation or receiving pay in lieu.

SECTION 6 **EXPENSES**

- A. Expenses
1. When a Flight Attendant is sitting ready reserve or is away from her/his permanent domicile in connection with normal flight assignments or training, she/he shall receive a per hour expense allowance calculated as beginning when she/he is required to report for duty or when she/he actually reports for duty, whichever is later,

and ending at block-in plus fifteen (15) minutes at her/his permanent domicile. The hourly rate will be prorated for fractions of an hour.

2. The per hour expense allowance as described in Paragraph A.1 above shall be \$1.34 per hour, adjusted each January 1 by the CPI as reported by the U.S. Department of Labor, Bureau of Labor statistics for the West Urban region of the United States for "All Items".
3. International Per Diem: If the Company begins flying internationally (outside the continental United States, Canada and Mexico), the Company will notify and immediately enter into negotiations with the Union over the appropriate per diem for international operations. The Company shall reimburse each Flight Attendant for applicable airport or government charges. The Company shall reimburse each Flight Attendant for cost of passports, visas, inoculations and any airport or government charges, such as head tax, incurred in traveling on Company business.
4. A Flight Attendant on special assignment in or out of base shall be paid either per diem or for all reasonable actual expenses incurred supported by receipts, whichever is greater.

B. Lodging

1. In addition to those expenses provided in Paragraph A of this section, the Company shall furnish guaranteed single room hotel accommodations in a suitable location for Flight Attendants who are scheduled to layover at a location for legal rest while on flying duty away from their permanent domicile. Flight Attendants on unscheduled overnights or stand up overnights with four (4) hours or more, but less than legal rest will be furnished with single room hotel accommodation.
2. If the Company does not provide the rooms, the Flight Attendant shall obtain suitable lodging and claim reasonable actual lodging expense on her/his expense account form supported by the hotel receipts.
3. Except for initial training, the Company shall furnish single room accommodations for Flight Attendants attending training away from their domicile.
4. The Company shall make prompt inquiries into complaints relating to an unacceptable level of service at any facilities that have been approved for layover use. Prompt remedial action will be initiated in

those cases where investigation affirms an unacceptable level of service.

5. The Company will publish a list of all system wide layover hotels and hotel phone numbers with the monthly bid packets.
6. The Company shall maintain and distribute to the Flight Attendants a list of "approved" lodging facilities at each station and/or alternate locations where Flight Attendants layover. Such a list shall include the name, telephone number and location of such facilities.

C. Transportation

1. When accommodations are required, the Company shall pay the cost of, and provide transportation to and from such accommodations. Where no food service is available, transportation will be provided.
2. A Flight Attendant will be reimbursed at the rate of thirty-two (\$.32) cents per mile when she/he drives her/his personal vehicle in Company directed travel. Mileage will be paid for the actual miles driven. The Flight Attendant will not be required to use her/his own vehicle.
3. At Company request and expense, and with the Flight Attendant's concurrence, she/he may drive a rental car, between airports.

D. Special Assignments

1. A Flight Attendant who is ordered by the Company to duty involving circumstances of a temporary or special nature shall be paid all reasonable actual expenses incurred, as supported by receipts. These expenses will be in lieu of, and not in addition to, expenses provided in Paragraphs A, B and C of this section. Flight Attendants incurring such expenses will, whenever possible, obtain prior approval.
2. If a Flight Attendant is required to attend a professional/educational function at the request of the Company, expenses associated with the function will be reimbursed consistent with Company policy.

E. Parking

1. At domiciles where free parking is not available, the Company will secure and pay for suitable parking.

2. In lieu of paid parking, a Flight Attendant based in a city which has public transportation may request and will be provided public transportation up to the amount which would have been paid for parking at the domicile.
3. In lieu of paid parking, a Flight Attendant who lives in a city which is not his or her domicile may submit parking or public transportation receipts up to the amount the Company would have paid at the domicile.

SECTION 7 **SCHEDULING AND HOURS OF SERVICE**

The following provisions apply to all domestic scheduled service and domestic charters. Inter-Island Hawaiian flying will be considered domestic flying.

A. Rest Periods

1. Scheduled Rest

A rest period is that time when a flight attendant is free of all restraint or duty for an airline and is also free of all responsibility for work or duty.

2. Actual Rest

A Flight Attendant will receive no fewer than eight (8) hours rest from duty off time until the next duty on time. When fewer than nine (9) hours of rest is received the Flight Attendant shall be provided a minimum of ten (10) hours rest following the next duty period.

3. Consecutive Days on Duty

a. The Company must relieve each Flight Attendant engaged in air transportation from all further duty for at least twenty-four (24) consecutive hours during any seven (7) consecutive calendar days.

b. Notwithstanding the provisions in paragraph 3.a. above, a Flight Attendant assigned to Temporary Duty (TDY) who requires a twenty-four (24) hour period free from duty shall take the time off in his or her temporary base.

B. On-Duty Limitations

1. Scheduled On-Duty

- a. A Flight Attendant will not be scheduled or re-scheduled to remain on duty for more than fourteen (14) hours. A scheduling or re-scheduling complies with this provision if it is scheduled to terminate within fourteen (14) hours of the Flight Attendant's duty on time.
- b. A Flight Attendant is not considered to be scheduled for duty in excess of duty period limitations if the flights to which he or she is assigned are scheduled and normally terminate within the limitations, but due to circumstances beyond the control of the air carrier (e.g., adverse weather conditions, maintenance, ATC delays), are not at the time of departure expected to reach the destination within the scheduled time.

2. Actual On-Duty

A Flight Attendant will not be required to remain on duty in excess of sixteen (16) hours with the sole exception of a Flight Attendant in an outstation in which case the Flight Attendant may be required to be on duty up to eighteen (18) hours solely to return with an aircraft to a domicile. The duty time between sixteen (16) and eighteen (18) hours shall be treated as flight time and shall be payable at premium pay rates.

a. Duty Period

- i. A Flight Attendant's duty period shall commence forty-five (45) minutes prior to scheduled departure at the airport or designated location, or whenever the Flight Attendant actually reports, whichever is later, and ending fifteen (15) minutes after block in of the flight, or when actually released from all duty, whichever is later.
- ii. A Flight Attendant is on duty until fifteen (15) minutes after release from a trip assignment, deadheading, ferrying, and while in training.
- iii. Duty on times for trips must be scheduled for forty-five (45) minutes before flight time. However, a duty on time away from domicile may be reduced by the Company up to thirty (30) minutes due to irregular operations for the purpose of ensuring minimum rest.

b. Flight Time Limitations

- i. Pairings shall not contain more than nine (9) scheduled block hours per duty period.
 - ii. Notwithstanding the provisions of 2.a. above, pairings may contain more than nine (9) scheduled block hours per duty period provided that each duty period
 - iii. exceeding nine (9) block hours contains no more than two (2) scheduled segments.
 - iii. A Flight Attendant may be scheduled for up to thirty-four (34) block hours in seven (7) days. However, he or she may voluntarily schedule themselves in excess of thirty-four (34) hours by trading or picking up a trip(s).
 - iv. A Flight Attendant may be scheduled or re-scheduled for up to one hundred ten (110) credited hours per bid period; however, s/he may be rescheduled to one hundred fifteen (115) credited hours per bid period for operational integrity. Any time voluntarily added to a Flight Attendant's schedule (via pick-up of open time, trades, swaps, etc.) shall not be considered part of the one hundred ten (110) or one hundred fifteen (115) credited hour restriction.
 - v. In the event a Flight Attendant receives a bid award in excess of one hundred five (105) credited hours and he or she is unable to drop time during the SAP, the Company will work with the Flight Attendant to reduce his or her bid award. Any such Flight Attendant receiving relief under this provision may be prohibited from picking up additional flying during the bid period.
 - vi. Unless restricted by FAR's, Flight Attendants may waive these restrictions on a trip by trip basis.
- c. Days Off
- i. A day off is a calendar day from 0001L to 2400L in domicile free from all duty with the Company.
 - ii. Flight Attendants holding a regular bid line shall be scheduled for and guaranteed at least ten (10) days off in domicile in any bid period. Reserve Flight

Attendants will be scheduled for and guaranteed at least nine (9) days off in domicile in any bid period.

- iii. A Flight Attendant may bid all available Golden Days and will be awarded up to four (4) days in his or her bidline as inviolate Golden Days. Golden Days may not be bid during integration. A Flight Attendant will designate the days after the initial bid, but before the final bid. The minimum number of Golden Days awarded per day will be equal to at least ten (10) percent of the regular lines of flying awarded in the applicable domicile. Such days will be awarded in seniority order.
- iv. A Flight Attendant is not required to keep the Company informed of her/his whereabouts on days off.

d. Deadheading

- i. Deadheading is duty time.
- ii. Seats for deadheading Flight Attendants will be reserved as positive space, must-ride basis and the Flight Attendant will be given a locator number. With the exception of personal upgrade requests, fees charged for company deadheading will not be charged to the Flight Attendant.
- iii. For unscheduled deadheading on his or her assigned code share carriers, the flight attendant will be provided the first available flight that day following the completion of his or her assignment. For deadheading on carriers other than code shares, every effort will be made to return the flight attendant as soon as practicable.
- iv. In the event of a co-terminal, the deadhead time between the two airports will be duty time.
- v. The Company shall utilize the services of FAR Part 121 or Part 135 air carriers, or Company-operated aircraft for all deadhead segments.

- vi. A Flight Attendant who does not report for a booked deadhead without good cause may be assessed the "no-show" fee charged by the code-share partner, up to fifty dollars.

- e. Alternate Deadhead
 - i. When the last scheduled segment of a trip is a deadhead, a Flight Attendant may request no later than eight (8) days in advance of the scheduled deadhead to be released from duty prior to the scheduled deadhead. Such request should be granted provided the Flight Attendant cancels the scheduled deadhead flight within the appropriate time frames.
 - ii. When the scheduled deadhead segment is to or from training, a Flight Attendant may request to secure personal transportation to or from an alternate location. Such request should be granted provided the Flight Attendant cancels the scheduled deadhead flight within the appropriate time frames.
 - iii. A Flight Attendant may waive non-FAR duty and rest provisions in order to accomplish his or her requested deadhead to or from duty.

- f. Surface Deadhead
 - i. All surface transportation must be safe, clean and heated or air conditioned as the climate dictates.
 - ii. A Flight Attendant shall never be required to operate surface transportation unless mutually agreed upon.
 - iii. Applicable pay rate for surface deadheading will be based on total elapsed time en- route.

- g. Co-Terminals

In areas served by more than one airport, establishment of co-terminal operations may be appropriate. The Company shall notify the Union if it wishes to designate a base as a co-terminal and the rules and compensation for Flight Attendants in a co-terminal operation will be negotiated between the parties. Deadhead time between the two

airports will be duty time. Provisions of the Agreement will be effective the date of the start of the co-terminal operation.

h. Notification

- i. A Flight Attendant who is unable to report for duty shall notify the Company as soon as possible, under most circumstances at least two (2) hours prior to scheduled departure.
- ii. The Company may not contact a Flight Attendant during any minimum rest period for purposes of advising him or her of a scheduling or rescheduling change or any other assignment except during the first or last hour of the rest. The Company may contact a Flight Attendant at any time during such rest for a family emergency.
- iii. A Flight Attendant who has not reported by the designated show time but who subsequently reports prior to departure will be allowed to take his or her trip, provided there will be no delay (including but not limited to the re-issuance of a flight release)of the trip as a result of the late show time. The Company may utilize a late Flight Attendant regardless of arrival time. A Reserve who has reported to the airport and who is not subsequently utilized on his or her previously assigned trip may be assigned to Ready Reserve duty.

j. Legalities

The Company shall notify Flight Attendants and Flight Attendants shall notify the Company immediately of FAR or contractual conflicts which occur in their schedules.

k. Lines of Times

- i. The Company will prepare a Flight Attendant schedule for each domicile. The schedule shall include the number of block hours, number of duty hours, flight numbers, pairing numbers, the days of the week the pairings apply to, the number of segments, and the effective date of the bid period.

- ii. The bid period schedule will be constructed as follows:
- 1). Whenever possible, regular lines of time will contain at least two (2) periods of three (3) consecutive days off , with remaining days off scheduled in blocks of two (2) or more days. (In no instance shall this provision require the Company to grant additional days off in excess of the contractual requirement).
 - 2). Regular lines of time will be constructed with a minimum of seventy-one (71) hours of flight time and ten (10) days off per bid period and will not contain reserve days.
 - 3). The Company will construct increased lines of time comprised of at least ninety-seven (97) credited hours per bid period. Such lines of time will encompass at least ten per cent (10%) of lines available for bid at each base. However, the company will consult with the Union when for good and sufficient reason they need to suspend this provision for high time lines. This will be limited to a maximum of three (3) consecutive bid periods per year providing that voluntary furloughs, leaves of absence and line sharing will be offered and implemented at that base prior to constructing lines that do not meet this contractual requirement.
 - 4). The Company will construct lines of time comprised of a range of seventy-one (71) credited hours to eighty one (81)credited hours. Such lines of time will encompass at least ten per cent (10%) of lines available for bid at each base.
 - 5). The Company will construct a variety of bidlines.
 - 6). Reserve lines will be included whenever they are available for bid.
 - 7). Whenever possible, the preliminary bid package shall be available to each Flight

Attendant in his or her domicile no later than 1700 PHX time on the 12th day of the preceding bid period. Final bid awards shall be made available electronically to each Flight Attendant.

8). Bidding Lines of Time

- i). Flight Attendants in each domicile will bid their preferences no later than 1000 time on the 18th day of the preceding bid period. Bids may be submitted by Altitudes or any other method jointly agreed upon.
- ii). Bids will be awarded in seniority order. A Flight Attendant who fails to submit a bid by the deadline (paragraph 8.i. above) shall be assigned the first numerical unbid line in her/his domicile, in order of seniority.
- iii). Whenever possible, the final bid award will be made available to each Flight Attendant in her/his domicile no later than 1700 PHX time on the 23rd day of the preceding bid period. Only those changes necessary to adjust for airline flight schedule changes made after publication of the bid package, scheduled vacation, training, and to ensure compliance with the F.A.R.s and this Agreement shall be made to that individual Flight Attendant's bid schedule after the bids have been submitted.

I. Bid Period Transition Assignments

- i. The bid period transition occurs when a Flight Attendant's trip(s) from the current bid period continues into the new bid. The bid period transition shall consist of not more than the first five (5) days of the bid period.

- ii. A Flight Attendant will fly her/his last trip of the prior bid period into the new bid period.
- iii. Should a Flight Attendant be awarded a line of flying that contains a trip that continues into the following bid period, the Flight Attendant will complete the last trip of the bid period and her/his schedule for the following bid period will be adjusted if necessary.
 - 1). If as a result of completing her/his last trip of the bid period a Flight Attendant is not scheduled for the minimum days off (as required in Section 7.c.ii.) such Flight Attendant's minimum day(s) off will be restored later in the bid period and her/his guarantee shall not be reduced.
 - 2). If as a result of completing her/his last trip of the bid period a Flight Attendant flies into her/his day(s) off and her/his remaining scheduled days off are above the minimum days off (as required in Section 7.c.ii.) such day(s) off will not be restored.
- iv. A Flight Attendant who flies a portion of a trip into the new bid period and is thus not available to fly her/his first scheduled trip of the new bid period may be required to be available for reassignment on the same number of days she/he was removed from her/his trip of the new bid period due to the transition conflict.
- v. In addition, a trip assigned to a Flight Attendant in accordance with this provision cannot interfere with the next scheduled day(s) off or the next scheduled trip except as set forth in sub-paragraph I. iii.1., and I.iii.2. above or sub-paragraph vi..below. A Flight Attendant who is not assigned to a trip(s) during transition will be off duty on any day(s) such Flight Attendant is not assigned to a trip(s).
- vi. In the event it is necessary to assign a Flight Attendant to a trip on her/his day(s) off during the bid period transition, the Company will make every effort to assign such trip in accordance with the following:

- 1). The most junior Flight Attendant with day(s) off prior to and/or after the open trip.
 - 2). A Flight Attendant who was scheduled for a trip the day prior to the open trip.
 - 3). A Flight Attendant who is scheduled for a trip the day following the open trip.
 - 4). Any assignments as set forth above shall not make a Flight Attendant illegal to fly any of her/his originally scheduled bid trips.
- vii. If as a result of the bid period transition a Flight Attendant's projected time for the bid period is less than the guarantee, the Company may assign additional duty to her/him on a day(s) off later in the bid period to restore her/him minimum bid period guarantee. Provided, however, any such assignment shall not reduce her/his minimum days off as required in Section 7c.ii.

m. Schedule Enhancement Software (FLICA)

- i. The Company will provide an electronic means by which a flight attendant can enhance the flight attendant's schedule, such as FLICA. The software operates based upon parameters and rules that are designed to allow flexibility to adjust lines of flying while allowing the Company to operate and cover open time on a daily basis.
- ii. The system will provide the flight attendant with a reason if a transaction is denied.
- iii. All open trips will be posted in the system for viewing by Flight Attendants. Flight Attendants may bid and be awarded open time in accordance with the rules established in this Section. A Flight Attendant who is awarded open time will be responsible for flying the trip(s).
- iv. The following are legality issues that would prevent a Flight Attendant from picking up, trading, or swapping time:

1). 24/7 – At least 24 hours rest in a seven day period.

2). 9 hours free from duty between trips

3). 10 hours free from duty between trips when subject to reduced rest the previous trip.

v. For operational purposes, buffers may be built into the regulatory constraints. There will be a buffer of one hour added to the three time frames above. Crew Planning may lessen this requirement at their discretion.

n. Straight Drops

i. Straight pairing drops will be granted and will be processed automatically subject to the agreed upon reserve parameters for dropping and by the reserve utilization numbers at the time the drop is requested.

ii. Partial segment(s) straight drops are not allowed to end or begin outside of a Flight Attendant's domicile unless Crew Scheduling agrees.

iii. Straight dropping a trip or segment will reduce the credited time for the bid period or, if appropriate, the minimum guarantee, by the amount of time dropped.

o. Bungee Drops

i. Once a bungee drop has been requested it will remain the responsibility of the Flight Attendant dropping the trip to fly it until the trip is picked up by another Flight Attendant.

ii. A bungee trip which is still available twenty-four (24) hours prior to report time may be assigned to a Reserve flight Attendant if there is sufficient coverage.

iii. The system will automatically restore any bungee trips that have not been picked up twenty-four (24) hours prior to scheduled report. Flight Attendants are required to monitor any bungee drop activity that may be on their lines.

iv. Bungee dropping of a trip will result in a reduction of the credited time or minimum guarantee for the amount of time dropped.

v. Bungee drops may be picked up by Reserve flight attendants on their days off as long as the buffer parameters listed in paragraph M.iv. above are observed. Any accrued hours on a Reserve Flight Attendant's days off will be credited in addition to the minimum guarantee.

p. Swaps

i. The term swap will be used to identify transactions that interact with open time.

ii. Swaps which result in a reduction of credited hours to the Flight Attendants are subject to reserve coverage. Following are examples of swaps.

1). Example 1: A Flight Attendant drops a 15 hour 3 day trip and picks up a 10 hour 2 day trip. Provided that reserve coverage is adequate, this swap will be approved and the Flight Attendant's credited time will be reduced by 5 hours.

2). Example 2: A Flight Attendant drops a 10 hour 3 day trip and picks up a 15 hour 3 day trip on the same days. The Flight Attendant's credited time will increase by 5 hours. This swap is not constrained by reserve coverage within his/her domicile provided the request is submitted at least 24 hours prior to the trip report time.

3). Example 3: A Flight Attendant drops an 8 hour 2 day trip and picks up a 12 hour 3 day trip and day 3 is a scheduled day off. The Flight Attendant's credited time will increase by 4 hours.

iii. After the Schedule Adjustment Period (SAP), Flight Attendants wishing to pick up partial trips from open time will be limited to picking up pairings that commence and end at the assigned domicile, unless

approved by Crew Scheduling. A Flight Attendant may split the original trip once and any partial trip must include either the beginning or the end of the original trip. If following such a split, the trip remaining in Open Time still contains a pass through domicile, that trip may be split again but must include either the beginning or end of the trip. These provisions do not apply to splitting trips during the SAP.

q. Trades

- i. The term trade will be used to identify transactions between Flight Attendants.
- ii. Trades with other Flight Attendants will be denied only for legality reasons and in accordance with the collective bargaining agreement.
- iii. Reserve shift trading will be permitted if it doesn't affect Reserve availability.
- iv. Lineholders may trade with Lineholders and reserves with reserves.

r. Add (Open Time pick up)

- i. Open time pick up will be denied only for legality reasons. All adds are credited in addition to the minimum guarantee or accrued credited time.
- ii. A Reserve may pick up a trip on her/his days off, so long as it does not create a conflict with her/his scheduled reserve duty and is in accordance with the buffer provisions in this agreement.

s. Critical Flying

- i. The Company may offer premium pay for certain trips.
- ii. Premium pay will not be paid to a Flight Attendant who picks up flying on an originally scheduled work day (after SAP adjustment) unless approved by Crew Scheduling.
 - 1). Example 1 A Flight Attendant straight drops a 3 day trip. If this Flight Attendant picks up a trip deemed critical by the Company on the same

days as the Flight Attendant's original 3 day trip was to operate, the Flight Attendant would not receive premium pay.

2). Example 2: Same scenario as above, except that the Flight Attendant picks up a 4 day critical trip. The one (1) day that operates on the Flight Attendant's original day off will be paid premium pay.

3). Trips remaining in open time twenty-four (24) hours prior to the day of the trip may be assigned to reserves or shall be deemed critical flying and may be picked up on a first come first served basis and paid premium pay.

t. Schedule Adjustment Period (SAP)

a. Schedule Adjustment Period is a designated period of the month when line holding flight attendants may utilize the schedule enhancement software to customize the trips within their awards. The Schedule Adjustment Period (SAP) will be for forty-eight (48) hours.

i. Each request will be processed and awarded on a seniority basis.

ii. Flight Attendants may swap, drop or add trips to their schedules during this period.

iii. Once the SAP is complete, a Flight Attendant's line award will be published electronically with any adjustments made during the SAP.

b. General

i. After the close of the Schedule Adjustment Period, all remaining and any new Open Time will be available for Flight Attendants to pick up until forty-eight (48) hours prior to departure of the trip. All transactions are first come, first served.

ii. The Company will process all manual transactions no later than twenty-four (24)

hours from the time they are submitted. Should the Company feel that they will not be able to meet this time limit, they will contact the MEC Chairperson and/or designee and notify them as to why they cannot meet this deadline. This does not preclude the Company from continuing to process requests and they will continue to process all requests so as to not cause further delays with the awards.

- iii. Swaps, trades, drops, and adds with open time maybe the entire trip or a portion (segment (s) of a trip.
- iv. Swaps, trades, and drops must end and begin within the Flight Attendant's domicile unless Crew Scheduling agrees to an alternate location.
- v. Minimum bid guarantee and/or accrued credited time will be adjusted for swaps, trades, drops and adds as necessary.
- vi. Once approved, Flight Attendants are responsible for showing and operating all trips on their schedule resulting from adds, swaps, and trades.
- vii. Once approved, Flight Attendants are not responsible for trips that are dropped from their schedule as a result of approved drops, swaps, and trades.
- viii. Any award through the software or any other means can be removed from a Flight Attendant's schedule only for a subsequently discovered FAR conflict.
- ix. All accrued credited time in addition to a Flight Attendant's original schedule will be paid in addition to the minimum guarantee.
- x. A reserve Flight Attendant may request that a day off be moved to another day within the same bid period. Such request will be granted if staffing permitting.

C. Reserve

1.
 - a. The Company will maintain an adequate number of Flight Attendants on reserve as necessary to fill the needs of the Company. Reserve Flight Attendants are protected under all provisions of this agreement unless otherwise specified.
 - b. Reserves will be utilized on a "time balancing" system to the extent possible, based on credited hours and days of availability. There will be an on-line listing of all reserves available each day showing all flight attendants' number of credited hours and days of availability. This list will be updated with each assignment, and will be available for viewing by all flight attendants.
 - c. Any uncovered flying may be assigned to reserves forty-eight (48) hours prior to report time.
2. Flight Attendants on reserve will be subject to a minimum call out time which shall be ninety (90) minutes for major metropolitan areas and sixty (60) minutes for non-metropolitan areas (currently Grand Junction and Hawaii (except HNL). If other domiciles are opened, the Company and the Union will meet and mutually agree as to what call out time is applicable to that domicile. A Flight Attendant shall make every effort to report in less time if needed. A Reserve Flight Attendant will be required to check-in and check-out for Reserve Duty.
3. Flight Attendants on a reserve duty day at home are on stand-by for periods up to fourteen (14) hours and must be able to report to the airport within the designated call out time. Reserve Flight Attendants must be telephone available at a number provided to Crew Scheduling at all times during the reserve on duty shift. A Reserve Flight Attendant must respond to calls within fifteen (15) minutes of receiving such call. The respective sixty/ninety minutes (60/90) call out begins from the time Crew Scheduling places the initial call.
4. There will be three (3) twelve (12) hour shifts of Reserve availability for purpose of notification each Reserve duty day. Flight Attendants will bid for days off and preferred Reserve Shifts. A Flight Attendant shall be on duty for one reserve shift per duty period. Following are the general Reserve Shifts; specific contiguous hours will be designated by the Company for each domicile.

Reserve R: AM (Morning)
Reserve R1: PM (Afternoon)
Reserve R2: Evening

- a. In smaller domiciles where there are no departures in certain time frames, there may be only two (2) shifts.
- b. Technology permitting, the Company may break reserve coverage periods into four (4) reserve periods.

5. Ready Reserve (R10)

- a. Flight Attendants may be assigned to Ready Reserve status (available for duty at the airport) or a combination of Ready Reserve and flying for up to fourteen (14) hours of continuous duty. A Ready Reserve flight attendant should respond to calls within five (5) minutes of receiving such call. Ready reserve duty shall not exceed ten (10) hours. Such duty shall begin at check-in at the airport and shall end at the end of the ten (10) hours or the completion of flight duty assigned from Ready Reserve, whichever is later. If the Flight Attendant has not been assigned to flight duty by the completion of her/his Ready Reserve period, s/he will be released from reserve duty for the remainder of the day.
- b. Ready Reserve flight attendants shall be assigned to trips based on legality, days of availability and earliest report time.
- c. Ready reserve Flight Attendants shall receive pay and credit for one (1) flight hour for every two (2) hours of Ready Reserve, prorated for the length of the ready reserve period. Ready Reserve time is duty time. Flight Attendants assigned to Ready Reserve will be entitled to the hourly expense allowance as defined in Section 6 of this Agreement for all time spent on such assignment.
- d. Flight Attendants on ready reserve one (1) hour after the last flight of the day has departed may call a crew tracking supervisor and ask to be released to home reserve. Such requests will not be unreasonably denied and the Flight Attendant must be given a reason for the denial (i.e. repositioning flight, irregular operations, and maintenance). For example, a Flight Attendant is on a ready reserve shift from 2000 to 0600. The last flight of the day leaves at 2300.

The Flight Attendant shall be released to go home at 2400 but shall be at home reserve until 0800.

- e. Upon request of the Association, the Company will meet with the Flight Attendants' Hotel Committee to discuss suitability of Ready Reserve facilities.

6. Reserve Out of Base

- a. Reserve availability periods for out of base reserves shall be determined in accordance with paragraph C.4. of this section.
- b. The Flight Attendant shall be provided a hotel room and per diem, in accordance with the lodging and per diem provisions of this agreement.
- c. A Flight Attendant shall not be assigned duty which would prevent the Flight Attendant from being released at the Flight Attendant's home domicile prior to midnight local on the sixth (6th) day. In the event of irregular operations, the Company will return the Flight Attendant to base as soon as possible.

7. Miscellaneous Reserve Provisions

- a. Any flying junior assigned or picked up by a reserve on a day off shall be credited above the reserve minimum monthly guarantee.
- b. Credited time voluntarily accrued on a day off will not be counted toward maximum flight time hours.
- c. All reserve time, whether at home or ready or out of base shall be considered duty time.
- d. A Reserve day will have a value of 3.35 credited hours.
- e. As a general policy, the Flight Attendant on Reserve duty with the fewest credited hours for the bid period will be called out, subject to hours and days of availability. Discuss and create examples.)

8. Miscellaneous Scheduling Rules

- a. Trip trades for the next month will not be accepted until after the SAP awards.

- b. The Company will notify Flight Attendants as soon as possible if their scheduled departure time is delayed or canceled
- c. The Company shall provide a toll free telephone number for flight attendants to contact Crew Scheduling.
- d. A Flight Attendant is not required to keep the Company informed of her/his whereabouts on her/his days off.
- e. A TDY Flight Attendant may not exercise her/his seniority to outbid a non-TDY Flight Attendant for a regular line of flying.

f. Reassignment

- i. In the event a Line Holder involuntarily loses all or a portion of a trip, she/he may be given a new segments) for the same day(s) originally scheduled, provided the show time for the new trip is no earlier than the show time for the originally scheduled trip . All credited time outside of the original "footprint" each day will be paid at premium rates.
- ii. However, a Flight Attendant may be offered and elect to accept an assignment which is earlier than the show time for the originally scheduled duty day and will be paid the appropriate premium pay.
- iii. Crew Scheduling will return the Flight Attendant to her/his originally scheduled trip as soon as practicable.
- iv. Any new assignment must return to domicile and the Flight Attendant will be released by the end of the original pairing.
- v. If the Company substitutes aircraft on any segment of a trip, the affected Flight Attendant(s) will be paid the greater of.
 - 1). The originally scheduled flight time on a segment basis; or
 - 2). The scheduled or actual flight time of the new/substitute aircraft on a segment basis.

9. Open Time

Open time will be all revenue flying which is not on the bidlines; including charters and all other time which becomes available during the bid period after the bid packages have been electronically published. Any charter flights known prior to the first day of the prior bid period will be included in the bid package.

10. Junior Assignment

- a. Absent a significant operational irregularity, Junior Assignments will be made the calendar day prior to the assignment in the following order.
- i. To available and qualified reserves or volunteers within the domicile; then to
 - ii. The most junior Flight Attendant, first in domicile then within the same hub system, then to
 - iii. The most junior Flight Attendant, while on scheduled days off, in the following order:
 - 1). Within the domicile; then
 - 2). Within the same hub system; then
 - 3). System wide.
- b. In no event will a Flight Attendant be required to fly below the number of minimum guaranteed days off.

11. Extensions

- a. When there are no reserves available and it becomes necessary to extend a Flight Attendant, the most junior legal and available Flight Attendant shall be the Flight Attendant extended.
- b. A Flight Attendant may be extended at the end of her/his trip but such extension shall be limited to one turn (i.e. one segment out and one segment back to domicile). Such extended flying assignment must depart within two hours (2:00) of the Flight Attendant's last arrival in domicile.

- c. Extensions which require an overnight will return the Flight Attendant to domicile on the first flight after legal rest is received.
- d. A Flight Attendant who is extended will be released into rest upon her/his next arrival at domicile.

12. Premium

Flight Attendants who are junior assigned or extended, whether voluntarily or involuntarily, will receive pay and credit at one hundred fifty percent (150%) of her/his applicable hourly rate for all credited hours in addition to the bid period guarantee.

13. Limits

- a. A Flight Attendant will not be junior assigned or extended to serve reserve.
- b. If there are any ready reserves or reserves ending a trip with duty time available, the Company shall not junior assign or extend a line holding Flight Attendant.
- c. A Flight Attendant may not be junior assigned on or extended into a golden day.
- d. A Flight Attendant may not be junior assigned or extended on a day touching a vacation.
- e. A Flight Attendant may not be junior assigned if the assignment would cause her/him to exceed the monthly maximum flight time, unless the Flight Attendant is willing to drop a future trip during the bid period with pay.
- f. If a Flight Attendant is junior assigned or extended and it causes him/her to go below the minimum guaranteed days off, a day will be dropped with pay in order to bring her/him up to the minimum number of days off.

14. Displacements and Downgrades

- a. If more Flight Attendants are scheduled or assigned to work a flight than are required by the FARs or by Company staffing policy, the most senior Flight Attendant shall choose whether to work the flight. The Flight Attendant(s) not working the flight may be assigned to other flight duty

(provided that s/he will not be released later than the originally scheduled release time) and shall be paid the greater of what s/he actually flies or 3.52 flight hours. If the "A" Flight Attendant elects not to work a flight and the aircraft requires more than one Flight Attendant, the more senior of the remaining Flight Attendants shall work the "A" position.

- b. If the downgrade occurs on the last round trip of the sequence, and the Flight Attendant removed from the trip is not assigned new flying, the Flight Attendant will be released from duty.
- c. The provision above shall also apply in cases of scheduled double coverage of a position/trip.

15. Stand-Ups

- a. A stand up is a pairing containing one (1) continuous duty period over two (2) calendar days with an intervening rest period scheduled less than the required minimum rest period.
- b. A single room hotel will be provided for each flight attendant.
- c. A Flight Attendant who works a standup will receive flight pay and credit for the scheduled or actual flight time flown, or one (1) hour for every two (2) hours of duty time, whichever is greater.

16. Pairing Construction

- a. All known flying shall be constructed into pairings.
- b. Pairings shall not contain more than nine (9) scheduled block hours per duty period.
- c. Notwithstanding the provisions above, pairings may contain greater than nine (9) scheduled block hours per duty period provided that the pairing contains only one (1) duty period and no greater than two (2) scheduled segments.
- d. Pairings shall be built to begin and end at the same airport, unless co-terminal are mutually established.
- e. The Company shall make every effort to minimize ground time.

- f. The Company shall make every effort to minimize the number of scheduled aircraft changes within a duty period.
 - g. The Company will build a variety of types of pairings; e.g. stand-ups, one day, 2 day, 3 day, 4 day pairings, commutable pairings.
 - h. The Union will meet with the Company on a monthly basis, and coordinate with other employee groups (i.e. pilots and scheduling) in constructing pairings.
 - i. A Flight Attendant who is scheduled for a break in service of four (4) or more hours will receive flight pay credit for the greater of scheduled or actual flight time flown, or one (1) hour for every two (2) hours of duty time for each duty day in which this occurs..
17. If staffing permits, as determined by the Director of Inflight, two (2) Flight Attendants may submit a request for line sharing. Line sharing awards shall be bid and awarded based on the seniority of the more senior Flight Attendant. After the bid award, the Flight Attendants shall notify the Company as to which shifts each Flight Attendant will work. The Flight Attendants shall divide the flying as closely as possible to 50/50, and their guarantees shall be adjusted proportionally. After the Company has been thus notified, a Flight Attendant is not responsible for the shifts assigned to her/his line-sharing partner. The Company will not draft either Flight Attendant on any day on which a trip appears in the joint line.
18. When a Flight Attendant is scheduled to fly two (2) hours or more, but as a result of a mechanical defect with the Flight Attendant's aircraft occurring at an airport other than her/his domicile, and the Flight Attendant does not fly or flies less than two (2) hours for that day, the Flight Attendant will be credited with a minimum of two(2) hours flight pay.
19. Other than described in Paragraph 18 above, when a Flight Attendant is assigned or called to the airport to fly, and she/he does not fly, or flies less than one (1) hour, she/he will be credited a minimum of one (1) hour flight pay.
20. A Flight Attendant whose scheduled trip is canceled and who is placed on reserve status by the Company, shall be credited with the greater of three and fifty two (3.52) flight hours or scheduled block hours flown.

21. A Flight Attendant who is placed on reserve status by the Company in accordance with paragraph 20 above, will not be assigned a trip that would interfere with her/his next scheduled day(s) off.
22. All working positions on the aircraft will be preferenced in order of seniority. The position will be retained for the entire trip.

SECTION 8

LEAVES OF ABSENCE

A. Personal Leave

At the discretion of the Company a Flight Attendant may be granted a personal leave of absence without pay for a period not to exceed ninety (90) days. Such leave may be extended at Company discretion for additional periods not to exceed thirty (30) days each. The total leave shall not exceed one (1) year. On line passes may be requested by the Flight Attendant and granted at the discretion of the Company. The Company will make all reasonable efforts to grant leave in the event of a catastrophic event that causes substantial damage to a Flight Attendant's primary residence or a similarly serious event affecting a Flight Attendant.

B. Military Leave

Applicable law will govern leaves of absence for military service.

C. Jury Duty

1. A Flight Attendant who is summoned to jury duty will notify Crew Tracking as far as possible in advance. Crew Tracking will be notified after release from jury duty in order that the Flight Attendant may return to duty.
2. A Flight Attendant will be paid for each jury duty day in excess of five (5). The first five (5) days may be charged to accrued vacation or sick leave. A Flight Attendant will provide the Company with evidence from the court showing the jury duty served.

D. Funeral Leave

The Company will grant five (5) consecutive days leave of absence in the event of a death in the Flight Attendant's immediate family, i.e., spouse, partner, child, step child, grandchild, parent, parent in law, grandparent, brother or sister. The Company will grant five (5) consecutive days leaves

of absence in the event of a Flight Attendant's immediate family, i.e. spouse, partner, child, step-child, grandchild, parent, parent-in-law, grandparents, brother or sister. Such leaves may, upon request, be charged to sick leave or vacation for pay purposes. In the event that a Flight Attendant requires more time off due to bereavement than is afforded by this section she/he may, at her option:

1. Request a personal leave of absence. Such request will be given the utmost consideration and a decision will be made within twenty-four (24) hours; or
2. Request to move previously scheduled vacation to the period immediately following the bereavement leave; or
3. Use accrued sick leave

E. Maternity Leave

A Flight Attendant who is pregnant will be granted maternity leave of absence in accordance with applicable law. Provided sufficient staffing levels exist, the Company may, at a Flight Attendant's request, extend Maternity Leaves on a bid period basis. A Flight Attendant may use accrued vacation while absent due to pregnancy. A Flight Attendant who is scheduled for vacation during a maternity leave of absence may reschedule her vacation to a later time in the year, if available. Vacation, which cannot be rescheduled, may be carried over to the following year. In the event the child has a medical complication(s) the Flight Attendant shall be placed on extended maternity leave for up to ninety (90) days. On line and off line passes may be requested by the Flight Attendant and granted at the discretion of the Company. In addition, off line pass availability will be subject to the applicable interline agreement(s).

F. Medical Leave

Upon written request and based on satisfactory medical evidence, a non-probationary Flight Attendant who is unable to perform her/his assigned duties due to illness, injury or other medical condition will be granted a medical leave of absence without pay. At the discretion of the Company, a probationary Flight Attendant may be granted a Medical Leave of Absence based upon medical evidence. The Company may extend a medical leave of absence, but in no case will a medical leave exceed a total continuous period of three (3) years.

G. Family Medical Leave

Family Medical Leave will be granted in accordance with applicable law. Provided further, at stations where there are less than fifty (50) employees the Company will make every effort to allow a Flight Attendant who would otherwise qualify for Family Medical Leave to take such leave. In addition, for the purpose of applying the Family Medical Leave law a “full time” Flight Attendant shall be defined as a Flight Attendant who has been paid and credited six hundred (600) flight hours in the prior twelve (12) calendar months. A Flight Attendant may take vacation pay for purposes of FMLA but may not be required to do so. A Flight Attendant may take sick leave for his or her own illness or injury.

H. General

1. A Flight Attendant may not engage in employment with another airline while on a leave of absence. Working for a different employer when absent because of an occupational injury requires Company approval.
2. A Flight Attendant will accrue longevity for the first thirty (30) days of a leave of absence and will retain longevity indefinitely.
3. A Flight Attendant will contact Inflight Management immediately to coordinate her/his return to flight duty as soon as she/he has knowledge of an end of the leave. Wherever possible such notification shall be at least seven (7) days prior to the expiration of the leave. Upon return from a leave of absence of one hundred twenty (120) days or less, the Flight Attendant will be reinstated to her/his former position and domicile. Upon expiration of a leave of absence in excess of one hundred twenty (120) days, the Flight Attendant will be offered the next available open Flight Attendant position, commensurate with her/his seniority.
4. Leaves granted by the Company are not absences for purposes of the attendance policy but will count as absences for perfect attendance programs.

I. Union Leave

A Flight Attendant who is elected or appointed to a position at the Union’s International Office will be granted a leave of absence for the term of office or appointment. This provision will apply for up to three (3) Flight Attendants. A Flight Attendant on such leave will continue to accrue seniority but not longevity during such leaves of absence, a Flight Attendant desiring to return to service after such leave may do so to any open position.

SECTION 9 **UNIFORMS**

A. A Flight Attendant will be required to wear a complete uniform as defined in the Company manual or Company Code share Partner uniform policy.

B. Uniform Initial Issue

1. After successful completion of training a new hire Flight Attendant will be required to purchase a uniform for one airline or code share partner consistent with the minimum uniform requirement list. The Flight Attendant will pay one hundred percent (100%) of the cost, which may be payroll deducted at a maximum rate of fifteen dollars (\$15) per pay period.

2. New hire Flight Attendants will pay for optional uniform items in full upon receipt of optional items. Optional items may be paid for in cash, lump sum, or by payroll deduction up to a maximum of three hundred dollars (\$300) at the rate of \$15 per pay period.

3. The Company will issue wings based on initial Code share or airline assignment for each Flight Attendant.

C. Uniform Minimum Requirement List ("UMRL")

- (1) Blazer/Sleeveless Vest/Cardigan
- (2) Shirts/Blouses
- (2) Bottoms
- (2) Ties/Scarves
- (1) All Weather Coat
- (1) Flight Bag (per Code share Partner policy)
- (1) Belt/ (1) Apron

A dress may be substituted for one bottom and one top.

Uniform requirements may be adjusted seasonally and/or by Codeshare partner (i.e. holiday accents, seasonal changes, or acceptable uniform substitutions. Flight Attendants electing to wear approved substitutions and/or seasonally adjusted uniforms will do so in full compliance with that Codeshare partner's policies.

D. Uniform Replacement

1. After completion of one (1) year of employment, a Flight Attendant may purchase additional or optional uniform items at fifty percent (50%) of the actual cost to the Company. Payment of these items shall be on a cash or payroll deduction basis. When the latter option is used, deductions shall not exceed twenty-five dollars (\$25) per pay period unless the Flight Attendant voluntarily opts to do so.
2. If the uniform is changed, the Company shall pay one hundred percent (100%) of the cost of the minimum uniform items set forth in paragraph C. of this Section.
3.
 - a. The Company will bear fifty percent (50%) of the total cost of subsequent uniforms that are required by Codeshare carriers, or subsequent uniform items added to the UMRL.
 - b. Provided further, the Company will replace uniform items on the UMRL for Flight Attendants who have been employed by the Company for at least five (5) years. The Company will determine, on an individual basis, when and what items need to be replaced.

E. Alterations and Substitute Uniforms

1. If uniforms are not available to the Flight Attendant upon completion of training, the Flight Attendant may purchase and wear a similar outfit until the uniform is received by the Flight Attendant. Inflight Management must approve such outfit.
2. If the Flight Attendant cannot obtain uniform pieces that fit, the Flight Attendant may have uniform pieces professionally altered. The Flight Attendant must get approval from Inflight Management prior to alterations being made to uniform pieces. The Company will pay fifty percent (50%) of alterations upon submission of valid receipts. The reimbursement does not apply to hemming of skirts, pants and/or shorts.

F. Union Insignia

A Flight Attendant may wear the current official AFA pin supplied by the Union on her/his uniform. Pins must be worn in compliance with Company/Code share Partner uniform policy.

G. Union Uniform Committee

The Union Uniform Committee Chairperson may attend meetings with code sharing airlines where uniform changes are to be discussed if her/his attendance is permitted by the code sharing airline.

H. Damaged or Stolen Uniform Items

Upon presentation of documentation or other proof required by the Company, the Company will reimburse the cost of replacing or repairing any uniform items damaged or stolen while a Flight Attendant is on a layover, deadheading or while on duty.

I. Any time the Company requires a certain brand of uniform accessory (e.g. luggage (TravelPro), shoes (Nike), etc.) it will pay the full cost of the item including any replacements.

SECTION 10
FILLING OF VACANCIES

A. Permanent Vacancies

1. A permanent vacancy is one where the Company determines there is an opening with an expected duration of more than three (3) bid periods that it wishes to fill.
2. A standing bid file will be maintained and will be used in filling all permanent vacancies. Bids will be filed electronically by the Flight Attendant with the Inflight Department and a copy to the Union. Standing bids may be changed at any time up to the time bid submissions are due. Permanent bids may contain as many or as few domiciles as desired but no less than one (1), which may be the current domicile.
3. The Company will announce electronically five (5) days prior to awarding a bid. Flight Attendants are responsible to ensure that their Standing/Displacement Bids accurately reflect their preferences. Flight Attendants will not be allowed to decline Standing Bid awards, with the exception that the Vice President of Inflight may review hardship requests.
4. A Flight Attendant whose first choice bid is awarded will not be eligible to bid another vacancy except for a newly opened domicile for three (3) bid periods.
5. A permanent vacancy will be awarded to the senior Flight Attendant whose standing bid reflects a preference for that domicile over

her/his existing domicile except that a Flight Attendant who has been displaced from the domicile in the previous twelve (12) bid periods will be awarded the vacancy before more senior Flight Attendants who have not been displaced from the domicile, provided the displaced Flight Attendant's standing bid has continuously reflected a preference for the domicile. If there are an insufficient number of bids on file to fill a vacancy, the Company will fill the vacancy either by assignment of the junior Flight Attendant in the system or with a new hire. A Flight Attendant whose bid is awarded will be notified in writing.

6. Permanent vacancies will be posted as positions become open or are anticipated.

B. Settlement Time

1. A Flight Attendant awarded or assigned a permanent vacancy will be given a minimum of seven (7) day's notice to report to the new domicile. The Company will make its best efforts to give fourteen (14) days notice whenever possible.
2. A Flight Attendant's schedule will be adjusted by mutual agreement with the Company so that two (2) of the existing days off are consecutive for the purpose of moving to a new domicile. For moves in excess of three hundred (300) miles, one (1) additional day shall be granted for each three hundred (300) mile increment, or portion thereof, in excess of three hundred (300) miles.

C. Temporary Vacancies

1. A temporary vacancy is one where the Company determines there is an opening with an expected duration of three (3) bid periods or less, which it wishes to fill. Temporary vacancies may be extended to a maximum of six bid periods when requirements necessitate.
2. A Flight Attendant awarded a temporary vacancy will be eligible for Company paid hotel accommodations and expenses in accordance with Section 6 for the duration of the temporary vacancy.
3. Temporary vacancies shall be posted and bid according to seniority. Flight Attendants may bid for portions of temporary vacancies, provided that the fractional bids must be for complete bid periods. However, a Flight Attendant bidding for the entire period of the temporary vacancy will be awarded the vacancy in favor of a more senior Flight Attendant who bids a portion of the vacancy. If two or

more Flight Attendants bid for the entire vacancy, it will be awarded to the most senior of them.

D. New Domiciles

1. The Company will advise the MEC President and the Flight Attendants of any opening of a new domicile as soon as it is known.
2. Flight Attendants will be required to complete a new permanent bid form and file such form with the Company within seven (7) days of the announcement of the opening of a new domicile should they desire to express a preference for that domicile.

E. Transfer between Certificates

1. Flight Attendants initially assigned to an operating certificate must remain at that operating certificate until completion of their probationary period, unless waived by the Company, or under the provisions of Section 16: Furlough, Displacement, Closing of Domiciles and Recall.
2. Flight Attendants may transfer to another certificate where a vacancy exists through the submission of a bid to Standing Bids. Flight Attendants transferring from one operating certificate to another will be required to remain at the new certificated carrier for six bid periods.

SECTION 11
SENIORITY

- A. For Flight Attendants hired on the same day, the last four digits of each Flight Attendant's social security number will determine seniority within that class in ascending order, except that a Flight Attendant who was employed by the Company in another position will be the most senior Flight Attendant in that Flight Attendant class. In the event there are -two (2) or more Flight Attendants in a particular class who have been employed by the Company in another position, the Flight Attendant employed by the Company for the longest period of time will be the most senior. (A Flight Attendant's date of hire shall be the last day of Ground School.) The Company will maintain and publish the Mesa Air Group Flight Attendant System Seniority List containing the names and seniority of all currently employed Flight Attendants. Notwithstanding the provisions set forth herein, Flight Attendants hired prior to the effective date of this Agreement shall maintain their relative position on the Mesa Flight Attendant System Seniority List. A copy of the seniority list is

attached hereto as Appendix A and shall be considered incorporated by reference.

- B. Seniority will be forfeited when a Flight Attendant resigns or retires, is discharged for just cause, fails to report for duty upon expiration of a leave of absence or remains in continuous furlough status for a period in excess of four (4) years.
- C. Except as otherwise provided in this Agreement, seniority will govern all Flight Attendants in the case of vacation selection at a domicile, furlough (reduction in force), recall, and domicile assignment and bidding rights.
- D. The Mesa Flight Attendant System Seniority List will be updated quarterly and posted electronically. An electronic copy of the list will be provided to the Union.
- E. A Flight Attendant may protest any omission or incorrect posting affecting the Flight Attendant's seniority within thirty (30) days after posting of the seniority list. If a Flight Attendant is on leave of absence, vacation or on an assignment at a location where the seniority list is not posted, the Flight Attendant will have thirty (30) days after return to her/his domicile to protest the omission or incorrect seniority posting.
- F. Transfer to Non-Flying Supervisory Position
 - 1. A Flight Attendant who transfers to a Company position outside the Inflight Department shall accrue and retain seniority for ninety (90) days. After ninety (90) days, she/he shall be removed from the Mesa Air Group Flight Attendant System Seniority List.
 - 2. A Flight Attendant who transfers to a supervisory, training or non-flying position within the Inflight Department shall retain and continue to accrue Flight Attendant seniority.
 - 3. A Flight Attendant transferred to a supervisory, training or non-flying position may return to a vacant Flight Attendant position with the permission of the Company (such permission will not be unreasonably withheld), but only to a position to which her/his seniority entitles her/him. Such Flight Attendant may not displace another Flight Attendant in order to return to a line flying position.
 - 4. Notwithstanding Section 1.C., cross-trained employees may be used to protect the integrity of the schedule provided all reasonable efforts have been made to obtain Flight Attendants on the seniority list to perform the work. A Flight Attendant will replace a cross-

trained employee as soon as possible. Such cross-trained employees will be compensated at their normal rate of pay.

SECTION 12 **PROBATION**

- A. A Flight Attendant will be on probation for the first 180 days of active service with the Company as a Flight Attendant. At the Company's discretion, a Flight Attendant's probationary period may be extended by up to two consecutive periods of 90 days. The basis for such extension(s) shall be conveyed in writing (email notification is acceptable) to the Flight Attendant stating the reason for the decision with a copy to the **LEC** President or her/his designee. Active service begins upon successful completion of initial operating experience.
- B. During the probationary period, the Company may discipline, suspend or discharge a Flight Attendant and a Flight Attendant will not have access to the Grievance Procedure and System Board of Adjustment. However, a Flight Attendant will have access to the Grievance Procedure and System Board of Adjustment regarding contractual disputes.

SECTION 13 **AGENCY SHOP AND DUES CHECKOFF**

- A. Each Flight Attendant covered by this Agreement who fails to voluntarily acquire or maintain membership in the Union, will be required, as a condition of continued employment, beginning sixty (60) days after the effective date of this Agreement or the completion of her/his probationary period, whichever is later, to pay to the Union a monthly service charge as a contribution for the administration of this Agreement and the representation of such Flight Attendant. The service charge will be an amount equal to the Union's regular and usual monthly dues and periodic assessments, including Master Executive Council (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 Bylaws.

- C. If any Flight Attendant covered by this Agreement becomes delinquent in the payment of her/his service charge or membership dues, the Union shall notify such employee by Certified Mail, Return Receipt Requested, copy to the Personnel Department or her/his designee, that she/he 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 will also notify the Flight Attendant that she/he 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 will certify in writing to Human Resources, 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. Human Resources will 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 will 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 her/him, may submit her/his request for review in writing within five (5) days from the date of her/his notification of discharge by Human Resources as provided in Paragraph D. above. The request must be submitted to the Inflight Department Manager, or her/his designee, who will review the grievance and render her/his decision in writing not later than five (5) days following receipt of her/his grievance.
 - 2. The Inflight Department Manager, or her/his designee, shall forward her/his decision to the Flight Attendant, with a copy to the Union. Said decision will 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 the specified period, either the Company or the Union may request the National Mediation Board (NMB) to name such neutral referee. The decision of the neutral referee will be final and binding on all

parties to the dispute. The fees and charges of such neutral referee will 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 Inflight Department Manager, her/his designee, or the neutral referee, the Flight Attendant shall not be discharged from the Company nor lose any seniority rights solely because of noncompliance with the terms and provisions of this Section.
1. A Flight Attendant discharged by the Company under the provisions of this paragraph will 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 an 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, membership dues uniformly required by the Union, 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 an agreed upon form. This form, “Voluntary Assignment and Authorization for Voluntary Check-Off,” also to be known as a Service Charge and Dues Form, shall be prepared and furnished by the Association of Flight Attendants.
2. When a Flight Attendant properly executes such Service Charge and Dues Form, the Treasurer to the Association of Flight Attendants, shall forward an original copy to Human Resources. Any Service Charge and Dues Form that is incomplete or improperly executed will be returned to the Treasurer. Any notice of revocation as provided for in the Agreement or the Railway Labor Act, as amended, must be in writing, signed by the Flight Attendant and delivered by Certified Mail, addressed to Human Resources with a copy to the Association of Flight Attendants. Service Charge

and Dues Forms and notices received by Mesa Airlines, Inc. will be stamp dated on the date received and not when mailed.

3.

- a. When a Service Charge and Dues Form, as specified herein, is received by the Human Resources department on or before the first day of the month, deductions will commence with the second pay day of the following month and will continue thereafter until revoked or canceled as provided in this Section. For Flight Attendants who have executed a Service Charge and Dues Form, fifty percent (50%) of the fee that is uniformly required by the union will be deducted from each of the first two (2) paychecks issued in a calendar month. The Company will remit to the Union, a check in payment of all dues and assessments or service charges collected on a given payday or as soon after the payday as possible. These remittances will be subject to normal accounting practice with respect to adjustments necessary because of the methods involved in the deduction procedure. The Company remittance of membership dues or service charges to the Union will be accompanied by a list showing names, payroll numbers and amounts deducted for Flight Attendants for whom deductions have been made in that particular period.
- b. For a Flight Attendant who has executed a Service Charge and Dues Form, her/his initiation fee to the Union, or a service charge equivalent to the initiation fee, will be apportioned into five (5) equal installments and deducted from five (5) consecutive paychecks.

4.

- a. No deduction of dues or service charges will be required of any Flight Attendant who has been transferred to a job not covered by this Agreement or who is on furlough. Upon return to work as a Flight Attendant, whether by transfer, termination of leave without pay, or recall from furlough, deductions will be automatically resumed, provided the Flight Attendant has not revoked the assignment in accordance with the 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 her/his

assignment 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 or service charges owed at the time of starting deductions for any Flight Attendant and collection of dues or service charges missed because the Flight Attendant's earnings were not sufficient to cover the payment of dues or service charges for a particular pay period, will be the responsibility of the Union and will not be the subject of payroll deductions.
6. Deductions of membership dues or service charges will be made in accordance with sub-paragraph G.3. above, 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 the Flight Attendant's employment, the obligation of the Company to collect dues or service charges will not extend beyond the monthly period in which her/his last day of work occurs.

**ASSIGNMENT AND AUTHORIZATION FOR VOLUNTARY
CHECK-OFF**

I, _____ hereby authorize and direct MESA AIRLINES, INC. and/or FREEDOM AIRLINES, INC. to deduct from my pay, dues in an amount equal to such monthly dues, service charges, Initiation fees, and/or assessments, as are now or may hereafter be established in accordance with the Constitution and Bylaws of the Union, for remittance to the Association of Flight Attendants-CWA, AFL-CIO (AFA)

I agree that this authorization shall be irrevocable for one (1) year from the date hereof or until termination of the check-off agreement between Mesa Airlines, Inc. or Freedom Airlines, Inc. and the Association of Flight Attendants-CWA, whichever occurs sooner.

If the check-off agreement is terminated, this authorization shall be automatically terminated. In the absence of a termination of the check-off agreement, this authorization may be revoked effective as of any anniversary date of the signing hereof by written notice given by me to Mesa Airlines, Inc. and the Association of Flight Attendants by certified mail, return receipt requested, during the ten (10) days immediately preceding any such anniversary.

Signature of Employee: _____

Employee Number: _____ Date: _____

Seniority Date: _____

Base: _____

Date of First Deduction: _____

Name: _____ Phone: _____

Street Address: _____

City, State & Zip: _____

Note: This form may be used by non-members for monthly service charge deductions.

Please return completed form to:

Association of Flight Attendants-CWA
Accounting & Membership
503 Third Street, N. W.
Washington, D.C. 20001-2797

H. FlightPAC Contributions

1. The Company shall payroll deduct FlightPAC contributions for any Flight Attendant who completes a FlightPAC Wage Deduction Authorization Card, as provided below.
2. The Union shall bear the administrative costs, if any, incurred by the Company in processing and forwarding contributions to FlightPAC to the Union.
3. FlightPAC contributions shall be deducted from each paycheck and shall be remitted to the Union as soon as practical thereafter, but in no event later than thirty (30) days after the date of the deduction.
4. FlightPAC Wage Deduction Authorization Card.
5. Any Flight Attendant who wishes to contribute to FlightPAC shall voluntarily sign and submit to the Mesa Payroll Department the following written authorization card for such donations.

6. It is agreed that any revocation of such deduction authorization must be in writing and signed by the employee.
7. All payroll deduction authorizations will be submitted through the International President of AFA- CWA who will forward the original signed copy to the Payroll Department, Mesa Airlines, Inc.

WAGE DEDUCTION AUTHORIZATION CARD

YES, I want to support FlightPAC to promote my concerns as a flight attendant through AFA's legislative and political activities.

I want to support FlightPAC through payroll deduction. I authorize my company to deduct from my gross earnings per month and remit to AFA's FlightPAC

\$3 ____ \$5 ____ \$10 ____ \$15 ____ " Other \$_____.

Instead, enclosed please find my check made payable to FlightPAC for \$_____

NAME

SIGNATURE

DATE

ADDRESS

EMPLOYEE ID#

AIRLINE

E-MAIL ADDRESS
REFERRED BY AFA MEMBER (ID# ONLY)

My contribution to FlightPAC is not tax deductible.

As an AFA member, I am entitled to make voluntary contributions to FlightPAC at any time. Gifts or donations to FlightPAC are not a condition of membership in AFA.

Payroll authorizations shall remain in full force until revoked by me, pursuant to the provisions of the agreement between my airline and the Association of Flight Attendants.-CWA.

Federal law forbids AFA from accepting FlightPAC contributions from foreign nationals who are not U.S. citizens and have not been legally admitted to the U.S. for permanent residence.

SECTION 14 **GRIEVANCE PROCEDURE**

A.

1. A grievance is a dispute between the parties arising out of an interpretation or application of this Agreement. A grievance may be filed by any Flight Attendant, group of Flight Attendants or the MEC or LEC President(s). Prior to the filing of a grievance, the Flight Attendant is encouraged to discuss the matter with the Vice President - Inflight or her/his designee in an effort to resolve it. When a written grievance is filed, it will contain a reference to the provision of this Agreement alleged to have been breached and a short, concise statement of the facts involved. The Company and Association may schedule meeting(s) to discuss grievances prior to such grievances being referred to the system board.
2. Nothing herein shall prevent the Company and Union representatives from intervening at any step of the grievance procedure in an effort to seek a resolution.

B. Discipline and Discharge Grievances

1. A Flight Attendant that is directed by the Company to attend an investigatory interview or meeting at which the Flight Attendant reasonably believes may result in disciplinary action may request Union representation. The interview or meeting will be scheduled by mutual agreement within a reasonable length of time after notification, and the Union representative will participate in the interview or meeting either in person or by teleconference.

2. A Flight Attendant will not be disciplined or discharged except for just cause. A Flight Attendant will be notified in writing of the reasons for discipline or discharge in a timely manner.
3. A Flight Attendant who is disciplined or discharged will be granted a hearing provided she/he files a written request for a hearing with the Vice President - Inflight or her/his designee within fourteen (14) business days from the date upon which she/he receives written notice of such discipline or discharge.
4. Such hearing will be held within fourteen (14) business days after the Vice President - Inflight or her/his designee receives the written request for a hearing. Within four (4) business days after receiving the written request for a hearing, the Union and the Company representatives will confer to make a good faith effort to agree upon a convenient time and place for the hearing.
5. Within fourteen (14) business days following the completion of the hearing, the Vice President - Inflight or her/his designee will issue a decision in writing and furnish the Flight Attendant and the Union a copy thereof. The decision will include a statement of the facts considered and the reason(s) for the decision.
6. If the decision of the Vice President - Inflight or her/his designee is not satisfactory, it may be appealed by the Union to the System Board of Adjustment within fourteen (14) business days after receipt by the Union of the decision.
7. Any of the above dates may be extended or changed by mutual agreement of the Company and the Union (including the meetings set forth in 14 A above).
8. If as a result of any hearing, settlement or appeal, as provided herein, discipline or discharge is modified or exonerated the personnel records shall reflect the final determination.

C. Non-disciplinary Grievances

1. Grievances other than those for discharge or discipline must be filed with the Vice President - Inflight or her/his designee within thirty (30) days after the Flight Attendant became aware or should have become aware of the event giving rise to the grievance. The Vice President - Inflight or her/his designee will render a decision in writing within fourteen (14) business days after submission of the written grievance.

2. If the decision of the Vice President - Inflight or her/his designee is not satisfactory, it may be appealed by the Union to the System Board of Adjustment within fourteen (14) business days after receipt by the Union of the decision.

D. General

1. Witnesses and representatives who are employees of the Company will be furnished with transportation over the lines of the Company in accordance with the pass policies set forth in Section 21.E.
2. If any decision made by the Company is not appealed by the aggrieved Flight Attendant or the Union within the time limits prescribed, the decision of the Company will become final and binding. If the Company fails to hold a hearing or render a decision within the time limits prescribed, the grievance will be considered denied and automatically appealed to the System Board of Adjustment. All time limits may be extended in writing, by mutual agreement.
3. All written notification will be delivered in person or by certified mail, return receipt requested or by facsimile if followed by certified mail, return receipt requested.
4. The grievant is entitled to have a Union representative available at any step of the grievance procedure.
5. Discipline and discharge grievances will be placed in the Flight Attendant's personnel file. Non-disciplinary grievances will be placed in a separate file.

SECTION 15
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 this Agreement, including any amendments thereto, and which are properly submitted to it. Such Board will be known as the "Mesa Airlines Flight Attendants' System Board of Adjustment."
- B. The Board will consist of two (2) members, one (1) of who will be appointed by the Union and one (1) by the Company and such appointees will be known as Board Members. With the exception of the neutral arbitrator, all Board Members will be employees of the Company.

- C. Appointments of members to the Board other than the neutral arbitrator will be made by the respective parties within thirty (30) days from the date of the signing of this Agreement, and said appointees will meet within sixty (60) days from the date of the signing of this Agreement and will organize and select a Chairman and Vice Chairman, both of whom will be members of the Board. The terms of the office of Chairman and Vice Chairman will be for one (1) year terms. Each officer so selected will serve for one (1) year or until her/his successor has been duly selected. Meetings of the Board will be held in Phoenix, Arizona unless mutually agreed otherwise.
- D. The office of Chairman will be filled and held alternately by a Union member of the Board and by a Company member of the Board. When a Union member is Chairman, a Company member will be Vice Chairman, and vice versa.
- E. The Board will have jurisdiction over disputes which arise out of grievances or out of interpretation or application of any of the terms of this Agreement, provided the procedures set forth in Section 14 have been followed. The jurisdiction of the Board will not extend to proposed changes in hours of employment, rates of compensation or working conditions.
- F. All disputes properly submitted to the Board must be in writing with copies to the parties and must be submitted within the time limits set forth in Section 14 of this Agreement. The submission to the Board must include:
1. Question or questions at issue;
 2. Statement of facts;
 3. Position of Flight Attendant or Flight Attendants; and,
 4. Position of Company.
- G. When possible, joint submissions should be made, but if the parties are unable to agree upon a joint submission, then either party may submit the dispute and its position to the Board.
- H. Upon receipt of notice of the submission of a dispute, the matter will be docketed for hearing before the next regular meeting of the Board. Upon submission of a dispute to the Board, the parties will discuss the possibility of attempting to resolve the dispute through grievance mediation under the auspices of the National Mediation Board. If the parties mutually agree to grievance mediation, the two (2) member Board step will be waived. If the parties do not mutually agree to grievance mediation, the parties will attempt to agree upon a date for hearing and advise the Board thereof. If the parties are unable to reach agreement, either party may request the Chairman to set a date for hearing.

- I. In the event of a deadlock of any dispute properly referable to it, it will be the duty of the Board to endeavor to agree within thirty (30) days from the date of such deadlock upon a procedure for breaking such deadlock. The said procedure for breaking a deadlock will, when found necessary as a final step to settle a deadlock case, include the appointment of a neutral person to be known as an arbitrator to sit with the Board as a member and make the award. The Company and the Union will select the neutral arbitrator from the list below. If the Company and the Union cannot agree upon the arbitrator or a method for selecting her/him, they will select her/him by alternately striking names from the panel. The order of striking will be determined by lot for the first case in which an arbitrator is chosen, and, in subsequent cases, the parties will alternate taking the first strike. The Chairman or her/his designee will immediately contact the selected arbitrator to determine her/his availability and will advise the other Board member and they will agree upon a date for the hearing.

SYSTEM BOARD OF ADJUSTMENT – PANEL OF NEUTRALS

Robert Douglas
John Dunsford
Herbert Fishgold
Larry Holden
Fred Horowitz
Peter Meyers
Dennis Nolan
Christine Ver Ploeg
Carol Wittenberg

- J. The responsibility of the arbitrator is to preside at the hearings of the Board and to guide the parties in the presentation of testimony, exhibits and argument at hearings. A majority of the Board will have the right to call witnesses to ensure that a fair, prompt and orderly hearing is afforded.
- K. General
 1. The expenses and reasonable compensation of the arbitrator will be borne equally by the parties. Each of the parties will assume the compensation, travel expense and other expenses of the Board member selected by it and witnesses called by it. Board members and witnesses who are employees of the Company will be granted free transportation over the lines of the Company from the point of duty or assignment to the point at which they must appear as witnesses and return, to the extent permitted by law. Board members will be released from duty to attend Board hearings or meetings.

2. Each Board member will be free to discharge her/his duty in an independent manner, and each and every witness will be free to testify, without fear that relations with the Company or Union may be affected in any manner by any action taken by her/him in good faith in her/his capacity as a Board member or as a witness.
3. Evidence may be presented either orally, in writing, or both. Each party has the right to call witnesses to testify before the Board and to cross-examine witnesses called by the other party or by the Board.
4. Flight Attendants and the Company have the right to be represented at the System Board hearing by such persons as they may choose and designate.
5. The System Board will maintain a complete record of all matters submitted to it for consideration.
6. When it is mutually agreed that a stenographic report is to be taken of any hearing, the cost will be borne equally by both parties to the dispute. In the event it is not mutually agreed that a stenographic report of proceedings will be taken, any transcript made by either of the parties will be furnished to the other party upon request, provided that the cost of such written record so requested will be borne equally by both parties to the dispute.
7. On request to individual members of the Board, the Board may, by a majority vote, or will at the request of either the Union representative or the Company representative, summon any witnesses who are employed by the Company and who may be deemed necessary by the parties to the dispute, or by either party, or by the Board itself, or by either representative constituting the Board.
8. If the Union gives the Company at least thirty (30) days notice, the grievant will be released from duty the day before and the day of the Board hearing. Additionally, one (1) witness will be released on the day of the hearing. Any additional witnesses summoned at any one (1) time will not be greater than the number that can be spared from the operation without interference with the operation of the Company. In the event additional witnesses are needed/requested, the Parties shall meet and confer to arrange for live/telephonic participation at the hearing.

9. A majority of all the members of the Board will be competent to make a decision and to determine the appropriate remedy or remedies, if any.
10. Any of the above dates may be extended or changed by mutual agreement of the Company and the Union.

SECTION 16
FURLOUGH, DISPLACEMENT,
CLOSING OF DOMICILES AND RECALL

A. Notice

Flight Attendants will be given a minimum of seven (7) days written notice of furlough and domicile closings except in cases of emergency, strikes, Acts of God, or other causes beyond the control of the Company. The Company will make its best efforts to give fourteen (14) days notice, whenever possible. The notice provided herein shall not be in addition to the notice requirements set forth in Section 10.B.1.

B. Furlough, Displacement and Domicile Closing

1. When a furlough or displacement becomes necessary, the Company will initially offer Flight Attendants a voluntary furlough in order of seniority at the domicile where the furlough or displacement is necessary. Voluntary furloughs will be offered for specific lengths of time, (i.e. one, three, six month periods). Flight Attendants returning from a voluntary furlough will return to his/her domicile provided s/he is senior enough to hold a position at that domicile. If the Flight Attendant is not senior enough to hold a position at the domicile they may extend their voluntary furlough until such time as there is a vacancy in the domicile of their choice that they are senior enough to hold, or the Flight Attendant is the junior most furloughed Flight Attendant.
2. If voluntary furloughs do not satisfy the need for reduction, Flight Attendants will be furloughed or displaced in inverse order of seniority at the domicile where the furlough or displacement is necessary. Copies of furlough and displacement notices will be given to the LEC President.
3. Displaced Flight Attendants may either fill a vacancy, accept furlough, or displace a more junior Flight Attendant at another domicile. Provided further, the junior Flight Attendant may displace a more

junior Flight Attendant at another domicile until the most junior Flight Attendant is furloughed.

4. A Flight Attendant will retain, but not accrue longevity during a furlough, unless recalled within a period of less than thirty (30) days from the date of furlough.
5. After four (4) years, a furloughed Flight Attendant who has not been recalled will forfeit all seniority and will not be entitled to recall.

C. Recall

1. Flight Attendants on furlough will keep the Company informed of their current address and telephone number. A Flight Attendant who cannot be contacted because of failure to keep the Company so informed will forfeit all seniority and recall rights.
2. A Flight Attendant will be notified of her/his recall by the Company in writing, certified mail, return receipt requested at the last address on file with the Company. Copies of recall notices will be given to the LEC President. The Flight Attendant will have seven (7) days after delivery of such recall notice to notify the Company of her/his intent to return to service. Unless otherwise extended by the Company, the Flight Attendant must report to duty within seven (7) days of receipt of the recall notice.
3. A Flight Attendant, who is recalled to a domicile other than the domicile from which s/he is furloughed may decline recall without forfeiting seniority or recall rights, provided there is a less senior Flight Attendant on involuntary furlough who is eligible for recall. The Company will work with Flight Attendants returning from furlough who have extenuating circumstances affecting his or her recall without violating seniority.
4. Except as provided in C.3.above, a furloughed Flight Attendant who fails to accept recall from furlough will be considered to have resigned from the Company and will be removed from the seniority list.
5. Flight Attendants shall be recalled in order of system seniority, involuntarily furloughed first and then voluntary furloughees.

SECTION 17
PHYSICAL EXAMINATIONS

- A.
1. A Flight Attendant may be required to submit to a physical examination if there are reasonable grounds to believe that she/he is unable to perform the essential functions of her/his job due to physical or mental impairment.
 2. A Flight Attendant claiming to be disabled may be required to submit to a physical examination to verify the disability.
- B. A Company required physical will be performed by a physician designated by the Company. The physician's report shall be issued within thirty (30) days. To the extent that any such physical examination or test is not covered by insurance, the Company will bear the cost.
- C. All information contained in or related to a Flight Attendant's medical file will be kept confidential. If there is a legal requirement to release medical information, the Flight Attendant will 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 fourteen (14) 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 employ a qualified medical examiner of her/his own choosing and at her/his own expense for the purpose of conducting a physical examination.
 2. The employee will arrange for a report and the recommendation of her/his 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., 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 will be furnished to the Company and the Flight Attendant.

4. The case will be settled on the basis of the findings of the third examination, if necessary.
 5. Any Flight Attendant held out of service by the Company for physical reasons, who subsequently demonstrates that she/he has continuously been physically able to perform her/his duties as a Flight Attendant shall be compensated for any loss of earnings and/or accrued benefits.
- E. If a Flight Attendant is required to travel away from her/his domicile for a Company-required medical examination, she/he shall be provided with positive space transportation.

SECTION 18 **MOVING EXPENSES**

- A. A Flight Attendant who moves involuntarily from one domicile to another pursuant to Section 16, Furlough, Displacement and Closing of a Domicile, shall be entitled to a Company paid moving allowance or flight pay credit for settlement time. Voluntary moves as a result of an award of a domicile or a voluntary move to a new domicile will not be eligible for moving allowances.
- B. In accordance with Section 10.B.2., a Flight Attendant will be allowed two (2) days settlement time for the first 300 miles distance or part thereof, plus an additional day for each subsequent 300 mile segment or part thereof, and shall receive flight pay and credit of three and forty-two one-hundredths (3.55) or trips dropped for each such additional day.
- C. The allowable moving expenses paid by the Company for an actual move to the new domicile will be up to five hundred dollars (\$500.00) plus seventy cents (.70) per mile. The Flight Attendant shall have six (6) months to move and claim the allowances herein. Appropriate receipts for expenses of the move will be required.
- D. The allowance will be based upon the distance between the old domicile and the new domicile, or the Flight Attendant's actual residence and the new domicile, whichever is shorter. The mileage shall be the shortest Automobile Association of American (AAA) mileage between the two (2) points. Moving expenses to or from Hawaii shall include cost of moving car and 5,000 pounds from his or residence or domicile, whichever is the shorter distance.
- E. A Flight Attendant who voluntarily terminates her/his employment with the Company, or who is terminated for cause, within one hundred and eighty (180) days from the date of the move may, at Company discretion, be

required to repay any moving allowances received, on a prorated basis. Any moving allowance to be repaid will be deducted from the Flight Attendant's final paycheck.

- F. If a lease is broken as a result of an involuntary move to a new domicile, and a penalty (which can be documented) is incurred, the Company will pay the penalty not to exceed one (1) month's rent.

SECTION 19

UNION ACTIVITIES

- A. The Union may post notices signed by authorized Union officials on designated and marked spaces on bulletin boards provided by the Company at all Flight Attendant domiciles. The space will be marked "Association of Flight Attendants-CWA, AFL-CIO." Such notices will not contain derogatory or inflammatory material.
- B. The Company and the Union will share equally the cost of printing and distributing copies of this Agreement to the Flight Attendants.
- C. All new hires will be given a copy of this Agreement during Union orientation.
- D. The Union will advise the Company in writing of the names of its designated representatives and such designation will remain effective until revoked by written notice.
- E. A Flight Attendant will be furnished non-revenue space available transportation on Company routes or the appropriate code share partner when on Union business.
- F. Official Union bulletins may be distributed in Flight Attendants' mailboxes. Such bulletins will not contain derogatory or inflammatory remarks.
- G. Union Business
 - 1. Provided the Company receives at least seventy two (72) hours notice, the Company will grant Union requests for the release from duty unless such release from duty would interfere with the Company's operational requirements.
 - 2. Union representatives may swap trips to arrange time off for Union business.

3. When a Flight Attendant is released from duty for negotiations or other Union business, the Company will continue to pay the Flight Attendant as if she/he had performed the scheduled duty. The Union will reimburse the Company, within thirty (30) days after receipt of a statement from the Company, for the amount of such flight pay paid to the Flight Attendant, plus an override of nineteen percent (19%) to cover the cost of fringe benefits. The Company will forward such statements to the Union on a monthly basis.
- H. The Company will provide the Union with the names (in order of seniority), addresses, e-mail addresses, phone numbers and domiciles of Flight Attendants after the initial assignment to a domicile.
- I. Upon request, the Company will provide on a timely basis all membership related information including name, e-mail, phone address and domicile, all status information, furlough, leave and termination lists and seniority lists to the AFA International Office.
- J. Upon request, the Company will provide the MEC President or designee with a list of all Flight Attendants on leaves of thirty (30) days or more and of Flight Attendants who have transferred to non-flying or supervisory duties. Current additions or deletions may be requested on a monthly basis. Such list shall include names, employee numbers, and dates leaves began and actual dates of return.
- K. A Union representative will be permitted to address new hire Flight Attendants either prior to the beginning or after the completion of the training day. The Company and the Union will mutually agree upon the date for such a meeting. The Union will provide the Company with copies of all materials to be distributed at such meeting. A representative of the Company may attend the meeting. Neither the materials distributed nor the remarks made at such meeting will be of a derogatory or inflammatory nature. The address will not exceed one (1) hour.
- L. A Union representative may attend all ground training events as an observer provided twenty four (24) hours notice is given to the Vice President – Inflight or his/her designee.

SECTION 20

HOSTAGE BENEFITS

Flight Attendants who, while acting within the scope of their employment, are hijacked, interned, captured, held as prisoner or hostage, will continue to accrue seniority and longevity credit and will be paid an average of their last three (3) months' income each month until such time as the Flight Attendant is released.

No payroll deduction for uniforms will be made during this period. All insurance and pass benefits will remain in effect for eligible dependents. Upon return from the incident, Flight Attendants will be returned as Flight Attendants to the domicile held prior to the incident.

SECTION 21

INSURANCE/BENEFITS

- A. It is agreed and understood between the parties that all insurance benefits (life, hospital, medical, etc.) which are presently or hereafter made available to any other Company employees, will be made available on the same terms to Flight Attendants covered by this Agreement. Should any improvements in the current policies be offered to the other employee groups within the Company, the improvements will be offered to the Flight Attendants. Should it be necessary to negotiate benefit changes (e.g. increasing deductible or co-pay) with the insurance carrier(s), or should premium increases require greater contributions from Flight Attendants the Company will notify the Union and provide an opportunity to discuss changes prior to any changes.
- B. It is agreed and understood that the 401(k) Retirement Plan which is presently or hereafter made available to any other Company employees, including the Company matching contribution, shall be made available on the same terms to Flight Attendants covered by this Agreement.
- C. It is agreed and understood that the Employee Stock Bonus Plan which is presently or hereafter made available to any other Company employees, will be made available on the same terms to Flight Attendants covered by this Agreement.
- D. It is agreed and understood that Employee Flexible Spending Plan, which is presently or hereafter made available to any other Company employees, will be made available on the same terms to Flight Attendants covered by this Agreement.
- E.
 - 1. The Company will provide travel privileges (including buddy passes, domestic partner and registered guest passes) in accordance with the policy in effect for Company employees at the time of travel. Policy for travel on code-share partners shall be furnished to Flight Attendants. Every effort will be made to maintain travel benefits and reduce benefit costs of interline and code-share benefits in accordance with the policy in effect at the time of travel.

2. A retired Flight Attendant will be eligible for retirement travel benefits in accordance with the Company's code-share partners' policies.

SECTION 22 **HEALTH AND SAFETY**

- A. The Company will consider the recommendations of the MEC Health and Safety Committee Chairperson in all matters affecting the safety of Flight Attendants. Company safety representatives and the MEC Health and Safety Committee will meet from time to time as needed at mutually agreeable times and places.
- B. In the event of an aircraft accident, the Company will notify the MEC President as soon as possible. Access to a crash site will be provided to the MEC Health and Safety Committee Chairperson or her/his designee based upon permission of the NTSB.
- C. Following an aircraft accident, a Flight Attendant will be provided with medical attention, as necessary, and to the extent possible, isolated from the media.
- D. The Company will promptly notify the designated emergency contact of any Flight Attendant involved in an accident or hijacking.
- E. In the event aircraft not currently operating on certificate are added, the Company shall meet and confer with the designated AFA representatives for the purpose of receiving input regarding Flight Attendant specific issues including jumpseat policies. Such meeting(s) shall occur prior to or simultaneously with joint or separate discussions between the Company and other interested parties.
- F. Upon request the Company will meet and confer with the Association regarding matters affecting safety, health and security of Flight Attendants. The Company will make all reasonable efforts to keep Flight Attendants apprised of issues related to communicable diseases and/or exposure thereto.
- G. Upon request, positive space travel and reasonable lodging free of charge will be provided to the emergency contact of Flight Attendants to and from the location of the of the Flight Attendant following a serious injury as defined by the NTSB.

- H. Except for routine security inspections Flight Attendants shall not be required to search for bombs or other suspicious or potentially dangerous items on an aircraft.

SECTION 23 **TRAINING**

A. Training Requirements

1. A Flight Attendant is required to satisfactorily complete all the required training curricula in the order presented to successfully progress through training.
 2. Training under this provision is defined as courses specified under the Company's Flight Attendant Training Curriculum (including computer based training or home study).
 - a. At the completion of computer based or home study training Flight Attendants will be paid fifty per cent (50%) of the training credit value up to a maximum daily limit of four (4) hours (i.e. a two credit home study module will be compensated at one hour of pay; an eight hour module will be compensated at four hours of pay). Training Credit values shall be rounded up to the closest one half (1/2) hour. The Company shall ensure that there are sufficient working computers to allow Flight Attendants to complete computer based training.
 - b. For non-recurrent computer based or home based training, Flight Attendants shall not be required to complete more than eight (8) hours in a bid period. For recurrent training, no Flight Attendant active during the two bid periods prior to his or her "Base Month" shall be required to complete computer based or home study exceeding eight (8) hours in a bid period. This does not apply to unplanned training mandated by the TSA or FAA (such as new security procedures).
 - c. Training (including computer based and home study) will not exceed the FAA hourly limit of classroom and "hands-on" training per day, including meal periods.
- B. A Flight Attendant shall be considered on duty during any time s/he is required to travel to training, attend classroom and hands-on training and travel back to domicile from training.

C. Failed Training

1. A Flight Attendant who fails to meet the completion standard of any segment of a training curriculum, including written and oral exams, proficiency checks, and operating experience, may be removed from the training process.
2. Should a Flight Attendant fail to successfully complete any segment of training, the Vice President of Inflight or her/his designee will review the circumstances and determine whether to discontinue training or authorize additional training in a specific subject area prior to any action. In such cases, the Vice President of Inflight and the Flight Attendant will discuss the reasons for failure and the action to be taken.
3. A Flight Attendant who fails to successfully complete all training requirements, including proficiency checks (with the exception of new hire training) will be allowed to take recurrent training or remedial training. If such Flight Attendant fails the recurrent or remedial training listed above or fails subsequent training events her/his employment may be terminated at the discretion of the Company.

D. Checkrides:

1. Checkrides may only be administered by I.O.E. qualified personnel authorized by the Company to administer Flight Attendant checkrides.
2. The Company will provide a written copy of the IOE/checkride form to the Flight Attendant within seven (7) days following a checkride. The evaluation form will provide space for the Flight Attendant to respond to the evaluation.

E. General

1. A Flight Attendant required to attend training out of his or her domicile will, to the extent permitted by Codeshare Partners' travel policies, be provided positive space deadhead transportation from his or her domicile to and from training. The Flight Attendant will be provided a record locator.
2. Flight Attendants that work for Mesa or Freedom but do not codeshare will be provided positive space travel by the Company to and from training and shall be provided a record locator.

3. A Flight Attendant shall not be required to return from vacation for any training.
4. A Flight Attendant on a leave of absence may not be required to requalify. The Company will provide the Flight Attendant the option of training every month no more than six (6) months prior to the end of the leave of absence, if such Flight Attendant is medically capable of completing training. A Flight Attendant who dequalifies while on leave of absence will continue to be on unpaid status or be offered light duty, if available. If the Flight Attendant does not accept light duty, she/he will be on unpaid status until she/he requalifies.
5. Flight Attendant voluntarily returning for training will be paid in accordance with the provisions of this agreement.

SECTION 24 **MANAGEMENT RIGHTS**

Except as expressly restricted by this Agreement, the Company retains all authority and rights to manage its operations and direct its Flight Attendants work force. Such rights include without limitation, the right to hire, to establish and, from time to time, amend, suspend or revoke rules, regulations and procedures; to determine qualifications for initial employment, continued employment and promotions; to establish rules of conduct; to determine the means of providing service to its passengers, including the size, type and number of aircraft to be utilized in providing service; to determine the size and composition of the Flight Attendant work force; to furlough and recall; 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 any 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 determine whether to purchase additional aircraft or to lease, sell or otherwise dispose of all or any part of its equipment; and, to determine whether to merge, consolidate, sell or otherwise dispose of all or part of its business.

SECTION 25 **NO STRIKE/NO LOCKOUT**

- A. During the term of this Agreement there will be no strikes, work stoppages, slow downs, picketing, honoring of picket lines, sympathy strikes, or other concerted interference with the operation of the Company by the Union, its agents or representatives, or by the Flight Attendants of the Company

- B. The Company agrees there will be no lockouts during the term of this Agreement.

SECTION 26
GENERAL

- A. No employee covered by this Agreement will be interfered with, restrained, coerced or discriminated against by the Company because of membership in, or activities with the Union.
- B. Upon request, a Flight Attendant may inspect her/his personnel file and make copies of letters, evaluations, and reports pertaining to performance or discipline.
- C. Critical Material in File

Nothing of a derogatory nature (complaint letters, critical materials and warnings) shall be entered into a Flight Attendant's personnel file without first:

1. Giving the affected Flight Attendant the opportunity to sign such material acknowledging she/he has seen it.
 2. Providing a copy of the material to the Flight Attendant.
 3. Affording the Flight Attendant the opportunity to provide a written response to any critical or unfavorable material placed in her/his file and have such become part of her/his permanent file.
 4. The Company shall purge any derogatory information (complaint letters, critical material warnings, discipline, etc.) from a Flight Attendant's personnel file after two (2) years from the date of issuance if no further similar derogatory information has been filed during that period.
- D. A Flight Attendant shall not be required to pay for damage or loss of Company property (other than materials specifically assigned to her/him) on or off any aircraft while performing her/his regular duties unless caused by negligence or intentional misconduct of the Flight Attendant.
 - E. The Company will provide an adequately furnished crew lounge where possible.

- F. The Company will provide transportation to drug/alcohol testing facilities in locations other than the Flight Attendant's domicile at no cost to the Flight Attendant.
- G. Flight Attendants having perfect attendance from September 1 through February 28/29 or perfect attendance from March 1 through August 31 will have one (1) occurrence notice removed from his or her record. The Company may also designate specific shift(s) that Flight Attendants may volunteer for that will remove an occurrence from his or her record. Flight Attendants may have no more than two occurrences removed from their attendance record during a rolling twelve (12) month period. Removed occurrences will not remove corrective action.
- H. New Aircraft
- In the event aircraft not currently operating on the Company's Operating Certificates are added, the Company shall meet and confer with the designated AFA representatives for the purpose of receiving input regarding Flight Attendant specific issues including jumpseat polities. Such meeting(s) shall occur prior to or simultaneously with joint or separate discussions between the Company and other interested parties.
- I. 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.
- J. The Company plans to continue the automatic recording device in Crew Scheduling for the purpose of recording phone conversations between System Control or other person and a Flight Attendant.
- K. The Company will continue to acquire and maintain reciprocal jumpseat privileges for Flight Attendants.

SECTION 27 **NON-DISCRIMINATION**

Equality of rights under the law, or this contract, shall not be denied or abridged in violation of any Federal, State, Local Law or Ordinance applicable to the Company.

SECTION 28
DURATION (Draft)

- A. This Agreement shall become effective upon ratification _____ and shall continue in full force and effect for two years until _____ and shall renew itself without change each succeeding year thereafter unless written notice of intended change is served in accordance with Section 6, Title I of the Railway Labor Act, as amended, by either party hereto, at least ninety (90) days prior to _____ or any subsequent _____.
- B. 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 negotiations for modification or amendment of this Agreement and negotiations shall commence within (30) days from the receipt of said notice.

IN WITNESS WHEREOF, the parties have signed this Agreement this 10th day of _____

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

FOR MESA AIRLINES, INC.
and FREEDOM AIRLINES, INC.

Patricia A. Friend
International President

Michael Lotz, President

Brian Manning, MEC President

Kenley Chambers, Vice President
Of Inflight

Negotiating Committee Members

Other Company Members

SECTION 29

COMMUTER POLICY

A. General

1. Flight attendants are responsible for reporting to assignments in a timely manner. These provisions are not intended to relieve flight attendants of that responsibility.
2. A flight attendant who is unable to report for duty as a result of a delay or cancellations due to flight disruptions or the unanticipated unavailability of a non-revenue seat shall notify crew tracking in the manner specified herein (see 4.d. below), shall comply with the procedures for listing on an approved flight (see 3. below), and shall report to the departure gate for the flight (see 4.b. below). If all of the above requirements are met, the flight attendant shall not be subject to any disciplinary action as a result of his inability to report on time.

B. Carrier

1. This commuter clause applies only on Company airlines and to carriers on which the Company has direct access to their computer reservation system subject to Codeshare partner restriction, carriers with agreements for employee rate travel, and carriers where there are jumpseat agreements. On carriers with agreements for employee travel, it is the responsibility of the Flight Attendant to retain for verification purposed the paid ticket receipt as well as a company printed stand-by boarding pass.
2. The company shall keep the MEC Chairman advised as to qualified carriers as defined by 2.a. above.

C. Listing for Travel

1. Any flight attendant commuting to an assignment must be listed in the computer reservation system as a non-revenue passenger. Such listing for flights shall be the sole responsibility of the flight attendant. The flight attendant must be listed on an appropriate flight not more than 48 hours but not less than 24 hours in advance of the scheduled departure time for the flight s/he expects to use to commute to work. This flight is designated by the flight attendant as his/her primary flight.

2. Flight attendants may only list for travel on flights that have seats available for sale to the public during the time period described in C.1.
3. The primary flight on which the flight attendant elects to list must be scheduled to arrive at the airport where s/he is assigned to commence his/her trip no later than one hundred twenty (120) minutes in advance of his/her show time. There must also be at least one secondary flight scheduled to depart from the same airport later than the primary flight on which s/he is listed. This back-up flight must be scheduled to arrive no later than ninety (90) minutes prior to his/her show time.

D. Travel Procedures

1. 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 of that flight or as otherwise set forth by a Codeshare partner's check-in policy.
2. After arriving at the departure gate, if the flight attendant becomes aware of a delay/cancellation or the unavailability of a non-revenue passenger seat on his/her primary flight, s/he will immediately notify crew tracking. The flight attendant will provide the flight number and departure time of his/her back-up flight(s) and discuss any other possible travel alternatives with the tracker.
3. Following the delay or cancellation of a primary flight the flight attendant will report to the departure gate of his/her back-up flight as soon as practical.
4. As soon as the flight attendant becomes aware that s/he will not be able to report for duty at or before his/her show time due to flight delays, cancellations or non-revenue seat availability s/he will immediately contact crew tracking.
5. The flight attendant will make every effort to report to the location at which s/he was scheduled to begin his/her trip as soon as possible following the flight cancellation. The flight attendant and crew tracker may mutually agree to an alternate location to which the flight attendant will report.

E. Reassignment Following a Missed Report Time

1. Crew scheduling will reassign a flight attendant to his/her original trip, if practicable, reassign to another trip, or be placed on reserve.
2. If the Flight Attendant's original trip does not return to the original location to which she/he was scheduled to report for duty she/he may be assigned to any other trip.
3. Nothing in this section shall prevent the Flight Attendant and Crew Tracker from mutually agreeing to any reassignment.

F. Compensation

1. Flight attendants who are unavailable for duty pursuant to the terms and conditions of this section will be considered to be on time off without pay. The flight attendant's minimum guarantee will be reduced by an amount equal to the scheduled flight time for all assignments missed.
2. Under the circumstances outlined below, a Flight Attendant may utilize this commuter policy one time per calendar year. Each Calendar Quarter that a Flight Attendant (including probationary Flight Attendants) has perfect attendance she/he will earn half a credit towards another use of the Commuter policy. Flight Attendants may carry forward all unused credits into the next calendar year. The commuter credits will be placed in a bank for the Flight Attendant to use throughout the year but she/he may not use the policy more than three(3) times in any given calendar year and no more than once every forty-five (45) days.

SECTION 30
EMPLOYEE ASSISTANCE PROGRAM
AND PROFESSIONAL STANDARDS

- A. The Company and Union agree to work jointly in coordinating the services of the Employee Assistance Program (the AFA EAP contact information will be provided to Flight Attendants who contact the Company for assistance. Strict confidentiality will be maintained for all health/medical/EAP information. Every effort will be made to provide assistance to Flight Attendants who may have substance abuse or dependency problems and to encourage such flight attendants to voluntarily seek assistance.

- B. A Flight Attendant will not be disciplined for attending an alcohol or drug rehabilitation program. Sick leave and vacation may be used while seeking and/or obtaining treatment.
- C. At the Company's discretion when a conflict between co-workers is brought to the attention of the Company in the first instance, the Company may refer that issue and the flight attendants involved to the Professional Standards component of the AFA EAP. The referred Flight Attendant(s) will be encouraged to settle their conflicts in a reasoned no-fault manner. The traditional authority and responsibilities regarding proficiency and safety shall not in any way be altered by this agreement. Further, the Company agrees not to cite a flight attendant's involvement with the Professional Standards Program of the EAP in any subsequent disciplinary proceedings or work history but may cite any underlying disciplinary matter(s) (if any) or facts leading to such disciplinary matter(s) (if any) in any manner.
- D. The MEC President may request leave for flight attendants participating in the AFA EAP program.

ADD ALL OTHER APPROPRIATE LETTERS OF AGREEMENT