FORM B10 (Official Form 10) (04/04)

UNITED STATES BANKRUPTCY COURT Southern DISTRICT OF Indiana	PROOF OF CLAIM
Name of Debtor ATA Airlines Inc (ATA Holdings Corporation)	Case Number 04-19866-BHL-11

NOTE This form should not be used to make a claim for an administrative expense arising after the commencement of the case A "request" for payment of an administrative expense may be filed pursuant to 11 U S C § 503

REC'D JAN 27 2005

Name of Creditor (The person or other entity to whom the debtor owes money or property)
Association of Flight Attendants

Name and address where notices should be sent
Richard J Swanson
Macey Swanson and Allman
445 N Pennsylvania Street Suite 401
Indianapolis, IN 46204

Telephone number 317-637-2345

☐ Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.
☐ Check box if you have never received any notices from the bankruptcy court in this case
☐ Check box if the address differs from the address on the envelope sent to you by the court.

THIS SPACE IS FOR COURT USE ONLY

Account or other number by which creditor identifies debtor

Check here ☐ replaces if this claim ☐ amends a previously filed claim, dated._____

1 Basis for Claim

☐ Goods sold
☐ Services performed
☐ Money loaned
☐ Personal injury/wrongful death
☐ Taxes
☐ Other _____

☐ Retiree benefits as defined in 11 U S C § 1114(a)
☑ Wages, salaries, and compensation (fill out below)
Last four digits of SS # _____
Unpaid compensation for services performed Exhibit A
from 03/17/2003 (date) to 1/24/05 (date)

2 Date debt was incurred
01/01/2005

3 If court judgment, date obtained

4 Total Amount of Claim at Time Case Filed

$3,698 64		$3,673,913 90	$3,677,612 54
(unsecured)	(secured)	(priority)	(Total)

If all or part of your claim is secured or entitled to priority, also complete Item 5 or 7 below

☐ Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges

5 Secured Claim

☐ Check this box if your claim is secured by collateral (including a right of setoff)

Brief Description of Collateral
☐ Real Estate ☐ Motor Vehicle
☐ Other_____

Value of Collateral $_____

Amount of arrearage and other charges at time case filed included in secured claim, if any $_____

6 Unsecured Nonpriority Claim $ 3,698 64

☐ Check this box if a) there is no collateral or lien securing your claim, or b) your claim exceeds the value of the property securing it, or if c) none or only part of your claim is entitled to priority

7 Unsecured Priority Claim.

☐ Check this box if you have an unsecured priority claim

Amount entitled to priority $ 3,673,913 90
Specify the priority of the claim
☑ Wages, salaries, or commissions (up to $4,925),* earned within 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U S C § 507(a)(3)
☑ Contributions to an employee benefit plan - 11 U S C § 507(a)(4)
☐ Up to $2,225* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U S C § 507(a)(6)
☐ Alimony, maintenance, or support owed to a spouse, former spouse, or child - 11 U S C § 507(a)(7)
☐ Taxes or penalties owed to governmental units-11 U S C § 507(a)(8)
☐ Other - Specify applicable paragraph of 11 U S C § 507(a)(____)

**Amounts are subject to adjustment on 4/1/07 and every 3 years thereafter with respect to cases commenced on or a*

8 Credits The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim

9 Supporting Documents *Attach copies of supporting documents* such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien DO NOT SEND ORIGINAL DOCUMENTS If the documents are not available, explain. If the documents are voluminous, attach a summary Exhibit B, C

10 Date-Stamped Copy To receive an acknowledgment of the filing of your claim, enclose a stamped, self addressed envelope and copy of this proof of claim

Date	Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any).
01/21/2005	Richard J Swanson

Penalty for presenting fraudulent claim Fine of up to $500,000 or imprisonment for up to 5 years, or both. 18 U S

RECEIVED
JAN 27 2005
BANKRUPTCY COURT
INDIANAPOLIS, INDIANA

ATA
01586

CLAIMS OF ASSOCIATION OF FLIGHT ATTENDANTS

The Association of Flight Attendants ("AFA") asserts the following claims (collectively "Claim") on behalf of the bargaining unit members of ATA Airlines, Inc (ATA Holdings, Corporation) ("ATA") which derive from the 2000-2004 Collective Bargaining Agreement between ATA and the AFA as modified by Letter Agreement No 18 [12]

Vacation Pay

2005 Vacation pay	$3,401,868 65

Medical Expenses

03/17/03 to 04/29/04	$3,698 64
04/30/04 to 10/26/04	$5,482 69
10/26/04 to 01/24/05	$266,562 56
Total	$275,743 89

Total Claim **$3,677,612.54**

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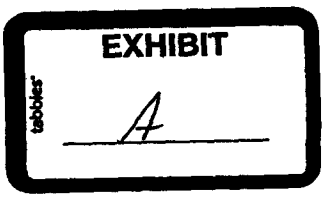
1 See Exhibit B - 2000-2004 collective bargaining agreement between ATA and the AFA

2 See Exhibit C - Letter Agreement No 18

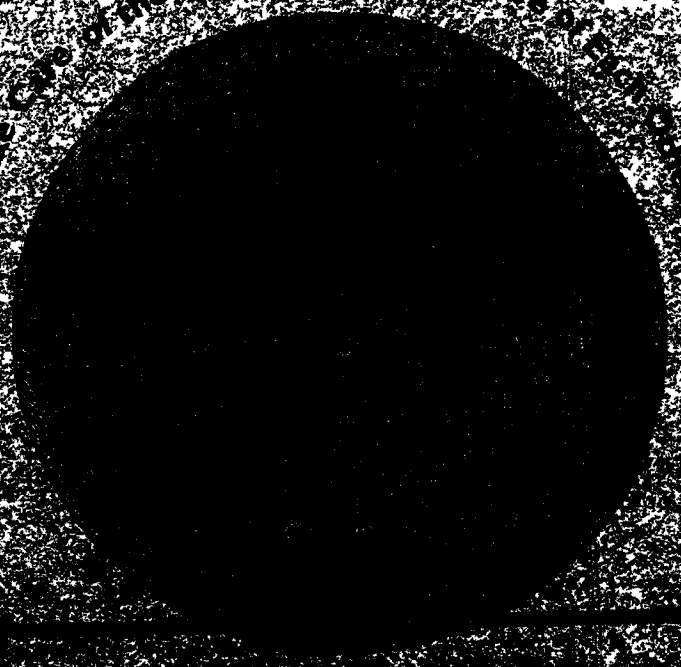


UNION CLAIM SUMMARY

1 The Union asserts that its vacation pay claim ($3,401,868 65) and its post-petition medical prescription claim ($266,773 89), for a total $3,668,642 54, is an administrative claim pursuant to 11 U S C §§ 1113 and §503(b)

2 The Union asserts that its medical expense claim for the period between 04/30/04 and 10/26/04 ($5,482 69) is a priority claim pursuant to 11 U S C § 507(a)(3) and (4), and that its medical expense claim prior to 04/30/04 ($3,698 64) is an unsecured non-priority claim

3 Alternatively, the Union asserts that its vacation pay claim ($3,401,868 65) and its medical expense claim after 04/30/04 ($272,045 25), for a total of $3,673,913 90, is a priority claim pursuant to 11 U S C § 507(a)(3) and (4)



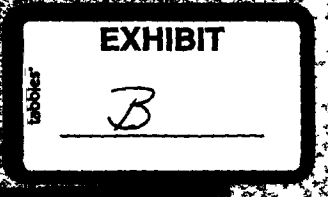
We Take Care of the World, Let's Take Care of Each Other

CONTRACT 2000

American Trans Air
Flight Attendant

Collective Bargaining
Agreement
April 11, 2000 – October 11, 2004

EXHIBIT
B



Agreement

between

Association of Flight Attendants (AFA)

and

American Trans Air

2000

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1	Delay Pay
2	Recurrent Training Pay

Section 1: Recognition

A Recognition

In accordance with the National Mediation Board certification (R-6032) dated June 24, 1991, American Trans Air, Inc hereby recognizes the Association of Flight Attendants, AFL-CIO ("Union"), as the duly designated and authorized representative of the Flight Attendants on the American Trans Air Flight Attendant System Seniority List for the purpose of the Railway Labor Act, as amended

B Scope

During the term of this Agreement, all Flight Attendant work performed during flight in the aircraft cabin for the passengers on board American Trans Air flights shall be assigned to and performed by Flight Attendants holding positions on the American Trans Air Flight Attendant System Seniority List in accordance with the conditions of this Agreement, provided, however, that this provision shall not prevent American Trans Air from utilizing (1) Flight Attendants employed or retained by carriers other than American Trans Air when American Trans Air wet leases or subservices its aircraft, (2) Flight Attendants employed or retained by carriers other than American Trans Air when those carriers wet lease or subservice aircraft to American Trans Air, and (3) Flight Attendants employed or retained by another airline or entity for whom American Trans Air has agreed to provide Flight Attendant training, for purposes of that training only, and provided that no Flight Attendant on the American Trans Air Flight Attendant System Seniority List is displaced as a result of such arrangements

Notwithstanding (1) and (2) above, American Trans Air agrees to make good faith efforts to secure the agreement of any carrier(s) involved in wet lease or subservice transactions with ATA to utilize as many ATA Flight Attendants as is reasonably possible in such operations Further, American Trans Air agrees to provide the Union with advance written notice of its intent to enter into any and all wet lease arrangements that have a duration of sixty (60) days or longer

The parties agree that Amtran, Inc ("Amtran") shall enter into a Letter of Agreement with the Union only as relates to the provisions of Section 1 Recognition and Section 3 Merger or Seniority Integration , and no other parts of this Agreement As set forth in said Letter of Agreement, Amtran will not establish another Part 121 air carrier that is an alter ego of ATA Amtran shall also agree not to acquire a Part 121 air carrier to be operated by Amtran, ATA or another Amtran subsidiary which would result in the furlough of any Flight Attendant on the American Trans Air System Seniority List as a result of such transaction Although ATA Flight Attendants may be furloughed for economic reasons, separate from the actions above and wholly related to ATA

operations (a) if such a furlough were to occur after the consummation of a transaction described above, the Company shall, upon the Union's request and confidentiality agreement, provide the Union with documentation demonstrating that such furlough was due to economic reasons wholly related to ATA operations, and (b) the burden of proof in establishing said economic reasons rests with ATA

C Successorship

The provisions of this Agreement shall be binding upon any successor of American Trans Air unless or until changed in accordance with the provisions of the Railway Labor Act

D Foreign Bases

In the event the Company seeks to establish a foreign base, the Company and the Union will meet promptly to discuss and agree to any necessary changes to the current agreement, in accordance with the Railway Labor Act If agreement cannot be reached within thirty (30) days, the parties will submit any open issues to expedited arbitration in accordance with Section 22 Grievance Procedure and System Board of the Agreement

Section 2: Definitions

This section contains definitions of terms used in other sections of this Agreement When used in such other sections, these terms shall have the meanings ascribed to them below These definitions are for clarification and reference

Actual Flight Time	Same as block to block
ADD	Additional Duty Day
Air Carrier	An organization operating in the transport of passengers and/or cargo by air as defined by and in accordance with the Federal Aviation Regulations or the regulations of another country
Base	A geographic location designated by the Company from which Flight Attendants are regularly awarded or assigned pairings which begin from, and end at, that location
Bid period	A calendar month with these exceptions January will be from January 1 through January 30 February will be from January 31 through March 1 March will be from March 2 through March 31
Bidline	A planned sequence of duty assignments in a bid period at a base that may include pairing, ADD days, reserve days, positioning, training and days off, which is offered for award or assignment to a Flight Attendant Adjustments may be made after the initial award for, among other things, vacation, cancellations and leaves
Block to Block	The period of time beginning when an aircraft first moves for the purpose of flight or is moved from the ramp blocks and ending when the aircraft is next secured with blocks at a ramp or unloading point
Company	American Trans Air (ATA)
Co-terminal	One of two airports serviced by a single base Example Base — Airports Chicago — O'Hare and Midway New York — JFK and LaGuardia
Credited Hours	The time an employee performs the duties of a Flight Attendant or is credited with a unit of time for pay purposes pursuant to any section of this Agreement
Credited Time	Total projected or accumulated credited hours for the bid period
Critical Days	Up to twenty (20) days a year which the Company may decline to allow Flight Attendants to drop pairings into open-time or remove reserve status because of staffing concerns These days will be published prior to the beginning of each quarter

Day Off	A twenty-four (24) hour calendar day from 0001 to 2400 local time at base, except for stayovers, during which a Flight Attendant is free of all duty
Day Trip (s)	A duty period wherein a Flight Attendant is on continuous duty and entitled to a hotel accommodation
Deadhead	Time spent by a Flight Attendant, not as a working crewmember, traveling from one point to another at the direction of the Company on Company operated aircraft
Domestic	Flying within the forty-eight (48) contiguous United States In accordance with FAA interpretations of 121 471, a duty period which contains an international leg and stops at a domestic location where passengers or cargo are enplaned and continues to another domestic location, will be considered domestic for flight time and rest provisions
Drafting	An involuntary assignment on a day off
Duty period	A period of time which commences at the Company designated location at showtime or report time, whichever is later, and ending at the conclusion of the allotted debrief time after block-in (thirty minutes international, fifteen minutes domestic), or when released, whichever is later
Earned Credit	All time actually worked or credited hours for purposes of accruing the overtime or incentive after eighty-two (82) hours which includes, but is not limited to, the greater of scheduled or actual flight time, vacation, paid sick, training, paid union release, reserve credit when applicable, Company convenience, special assignment, required general or all employee meetings, positioning and deadheading
FAD (Flight Attendant Drop Pool)	A listing of currently assigned pairings which are offered for pick up from one Flight Attendant to another at straight time pay rates
Ferry Flight	A flight from one airport to another airport with no revenue passengers on board
Flight Attendant	A crewmember qualified under Federal Aviation Administration (FAA) regulations and Company policies who holds a position on the Company Flight Attendant System Seniority List, and who is responsible for passenger safety, comfort and in-flight service on the aircraft
Flight leg	One flight between two airports Example IND – PHX Also called a "flight segment"
Flight segment	Same as flight leg

Irregular Operations	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
Known Flying	Flying which is planned to operate with a reasonable degree of certainty as determined by the Company based on historical records Generally such flights are considered to be scheduled service flights, firm military charter flights, scheduled charter flights, and other charter flights that have historically consistent operating records
Lead-in trip	A pairing that is scheduled to depart in one bid period and scheduled to complete in the following bid period
MUD	Make-up Day
Open-time	All Flight Attendant positions which have not been assigned and are available for pick up or trade up to three days prior to the origination date of the pairing Pairings placed in the Flight Attendant Drop Pool are not considered open-time
Originally scheduled trip	Constitutes the initial positioning, flights, and credit value of a pairing at the time it is assigned to each individual Flight Attendant for credit protection purposes (Each Flight Attendant on a pairing may be credited with different credit value based upon the value of the pairing when initially assigned to his or her individual schedule)
Pairing(s)	The itinerary of flight legs, positioning, deadheading, ferry flights, training, and/or reserve status, which shall include the dates and times of such activity, showtime at a base, flight numbers of the flight legs, layover points, arrival time back at the same base, and the scheduled credited hours contained in the trip This itinerary is also known as a trip
Position	A specific work role while on Company duty Such roles may include Flight Attendant, Senior Flight Attendant, language Flight Attendant and Purser
Positioning	Time spent by a Flight Attendant, not as a working crewmember, traveling from one point to another at the direction of the Company on another air carrier, or surface transportation
Positive Contact	Actual person to person communication
Qualification	A certification of training and/or skill which allows the Flight Attendant to bid for and hold specified positions on a bidline and/or pairing Qualifications under this agreement include language, Senior and luxury service.
Release	When applied to a reserve Flight Attendant, a designated period of time during which the reserve Flight Attendant is not

Release	When applied to a reserve Flight Attendant, a designated period of time during which the reserve Flight Attendant is not required to be available for contact This period may be concurrent with a rest period
Report Time	The time a Flight Attendant arrives at the Company designated location to begin a duty period
Re-route	A change that occurs during a duty period after departure to the routing of a Flight Attendant's pairing due to irregular operations
Re-schedule	A change to a Flight Attendant's schedule by the Company, which may include additions or deletions of flight legs, which may affect a Flight Attendant's scheduled duty day and scheduled rest That reschedule then becomes the schedule The rest period will be adjusted, as necessary, to the new scheduled duty time
Reserve Status	An award or assignment of a period of time during which a Flight Attendant shall be available to be contacted and assigned to report for duty
Rest Period	A contractual or regulatory period of time during which the Flight Attendant is released from all Company duty for the purpose of rest
SAP	Schedule Adjustment Period
Schedule	The Flight Attendant's bidline including any adjustments
Segment	Same as flight leg
Showtime	The time a Flight Attendant is required to arrive at the Company designated location to begin a duty period
Trip Assignment Period (TAP)	A rolling, three consecutive day period prior to trip departure, during which unassigned trips are awarded/assigned
Trip(s)	Same as pairing(s)
Union	The Association of Flight Attendants (AFA)
Unconfirmed flying	Any flying that is planned and for which Flight Attendants are available at the time of bidline preparation but for which there is insufficient information to construct a pairing Example Dimensao
Vacancy	A Flight Attendant opening established by the Company which may be filled first by transfer and then by award or assignment of a new hire

Section 3: Merger or Seniority Integration

A In the event American Trans Air purchases, absorbs, or merges with another air carrier or disposes of its operations, which action affects the seniority rights of the Flight Attendants on the American Trans Air Flight Attendant System Seniority List, provisions will be made for the integration of seniority lists in a fair and equitable manner, including, where appropriate, agreement through collective bargaining between American Trans Air, the other airline, the Union and the representative of the employee group of the other airline In the event agreement cannot be reached on an integrated list within thirty (30) days of commencement of negotiations, the affected parties shall negotiate a fence agreement which shall establish guidelines regarding the administration of seniority

If the parties fail to reach an agreement on a final list at the expiration of the term of the fence agreement, the dispute may be referred by any party to an arbitrator selected from a panel of seven names furnished by the National Mediation Board for consideration and determination The parties shall select the arbitrator from such panel by alternately striking names until only one remains The salary and expenses of the arbitrator shall be borne equally by American Trans Air, the Union and the representatives of the other Flight Attendant group The decision of the arbitrator shall be final and binding on the parties provided that the implementation of an integrated list shall not result in obligations more onerous than those already specified in this Agreement

B If the Flight Attendants of the other airline involved in such transaction are also represented by the Association of Flight Attendants, American Trans Air shall defer to the Union for integration, which shall be accomplished in an expedited manner pursuant to the Union's Constitution and Bylaws, provided that the implementation of an integrated list shall not result in obligations more onerous than those already specified in this Agreement

C Should the Flight Attendants of the other airline be unrepresented, the other airline shall select a three (3) person committee of its Flight Attendants to assist in the negotiation of the fence agreement and possible agreement on a final list

D American Trans Air agrees that it will not accept or implement an integrated Flight Attendant System Seniority List unless it has been established pursuant to this Section

Section 4: Compensation

A Minimum Guarantees

1 A Flight Attendant will be credited with all scheduled or actual flight time, by leg, whichever is greater

2 Each Flight Attendant shall be paid the equivalent of seventy-five (75) credited hours per bid period, which shall constitute a bid period guarantee, unless the Flight Attendant voluntarily reduces his or her schedule

3 A Flight Attendant will be guaranteed pay for all pairings on his or her adjusted bidline, in accordance with 12 Scheduling E, or as otherwise provided for in this Agreement

4 A reserve Flight Attendant holding the Senior position on a reserve bidline will be guaranteed a minimum of fifty (50) hours of Senior pay at no less than the 0-200 seat domestic rate ($4 00)

5 Bid period flight time credits

a When a pairing commences in one bid period and ends in the following bid period, all pay and credit shall be credited in the bid period in which it is actually earned except when an on duty period within such a pairing begins on the last day of one bid period and ends on the first day of the next bid period, all credit earned for that duty period will be credited in the bid period in which the on duty period began

b The time for changing from one bid period to the next shall be the local time of the airport where the last on duty period commenced prior to the change in the bid period

B Rates of Pay

All Flight Attendants shall be paid in accordance with the following hourly-based pay schedule for all credited hours

Hourly Base Rates

	April 11,2000	April 11, 2001	April 11, 2002	April 11, 2003	April 11, 2004
1st 6 months	16 82	17 49	18 19	18 92	19 87
2nd 6 months	17 20	17 89	18 60	19 35	20 32
2	19 53	20 31	21 12	21 97	23 07
3	20 89	21 73	22 59	23 50	24 67
4	22 35	23 24	24 17	25 14	26 40
5	24 46	25 44	26 46	27 51	28 89
6	26 23	27 28	28 37	29 51	30 98
7	27 95	29 07	30 23	31 44	33 01
8	29 47	30 65	31 87	33 15	34 81
9	30 73	31 96	33 24	34 57	36 30
10	33 13	34 46	35 83	37 27	39 13
11	34 36	35 73	37 16	38 65	40 58
12	35 69	37 12	38 60	40 15	42 15
13	35 69	37 82	39 34	40 91	42 96
14	35 69	37 82	39 75	41 34	43 41
15	35 69	37 82	39 75	41 77	43 86

Annual Base Pay

	April 11, 2000	April 11, 2001	April 11, 2002	April 11, 2003	April 11, 2004
1st 6 months	$15,138	$15,741	$16,371	$17,028	$17,883
2nd 6 months	$15,480	$16,101	$16,740	$17,415	$18,288
2	$17,577	$18,279	$19,008	$19,773	$20,763
3	$18,801	$19,557	$20,331	$21,150	$22,203
4	$20,115	$20,916	$21,753	$22,626	$23,760
5	$22,014	$22,896	$23,814	$24,759	$26,001
6	$23,607	$24,552	$25,533	$26,559	$27,882
7	$25,155	$26,163	$27,207	$28,296	$29,709
8	$26,523	$27,585	$28,683	$29,835	$31,329
9	$27,657	$28 764	$29,916	$31,113	$32,670
10	$29,817	$31,014	$32,247	$33,543	$35,217
11	$30,924	$32,157	$33,444	$34,785	$36,522
12	$32,121	$33,408	$34,740	$36,135	$37,935
13	$32,121	$34,038	$35,406	$36,819	$38,664
14	$32,121	$34,038	$35,775	$37,206	$39,069
15	$32,121	$34,038	$35,775	$37,593	$39,474

C Overtime or Incentive Pay

When a Flight Attendant exceeds the bid period guarantee of seventy-five (75) credited hours, such Flight Attendant shall be compensated for each additional credited hour at his or her straight time rate as shown in B above When a Flight Attendant exceeds eighty-two (82) credited hours, except as provided elsewhere in this Agreement, each additional credited hour shall be compensated at one and one half (1 ½) times the straight time rates shown in B above For example, if a Flight Attendant works eighty-four (84) credited hours, he or she shall be paid an additional seven (7) hours at his or her straight time rate and an additional two (2) hours at one and one half (1 ½) times his or her straight time rate A Flight Attendant may receive a maximum of twenty-five (25) hours of overtime or incentive pay per bid period at the one and one half (1 ½) rate, except as provided elsewhere in this Agreement

D Lead or Senior Pay

A Flight Attendant working the lead position will be paid for each flight hour at a rate of

Up to 200 seats	$2 00
201+ seats	$3 00

A Flight Attendant working the Senior position will be paid for each flight hour at a rate of

Aircraft Capacity	Domestic	International
0-200 seats	$4 00	$5 50
201-299 seats	$5 00	$7 50
300+ seats	$6 00	$8 50

A Senior bidline holder assigned to a non-senior position shall be paid senior pay for all flight hours when assigned to a non-senior position

E Ground Holding Pay

A Flight Attendant shall receive pay of ten dollars ($10 00) per hour, prorated, after the first thirty (30) minutes of ground holding time Ground holding time for pay purposes is defined as time spent on the blocks with passengers on the aircraft beginning thirty (30) minutes after scheduled departure or thirty (30) minutes after actual arrival at the end of a flight leg

F Shortstaffing Pay

1 When any L-1011 Flight Segment is operated with fewer than nine (9) Flight Attendants on the L-1011-100 or fewer than eight on the L-1011-500 and the passenger load is two hundred and fifty (250) or more, each Flight Attendant crewing the pairing shall receive, in addition to guarantee, twenty-five percent (25%) of his or her applicable base hourly rate, for each flight hour of that segment

2 For Pleasant Hawaiian Holidays (PHH) flights operated on the L-1011s, if the crew complement, assuming the same service parameters exist as of the date of signing, is fewer than ten (10) Flight Attendants, each Flight Attendant crewing the pairing shall receive, in addition to guarantee, twenty-five percent (25%) of his or her applicable base hourly rate, for each flight hour of that segment, if the crew complement is fewer than nine (9) Flight Attendants, each Flight Attendant crewing the trip shall receive, in addition to guarantee, fifty percent (50%) of his or her applicable base hourly rate

G Holiday pay

A Flight Attendant who is on a pairing, field stand-by, reserve out of base or in training, on any of the following designated holidays shall receive, in addition to all other compensation, fifty dollars ($50 00) per day January 1, Memorial Day, July 4, Labor Day, Thanksgiving, Christmas Day

H Language Pay

A language qualified Flight Attendant holding a language qualified designated position on a bidline or for a specific pairing shall be paid language pay of fifteen dollars ($15 00) per leg flown for the duty period that required a language qualified designated Flight Attendant A language qualified Flight Attendant who has not bid, or was not awarded a language designated position, and who is involuntarily assigned a pairing as a language qualified Flight Attendant, will be paid the language pay of fifteen dollars ($15 00) per leg flown for each duty period that requires a language designated Flight Attendant

I Reserve Credit

Reserve assignments (i e field standby, out of base reserve, reserve day picked up out of open-time, reserve assigned on ADD days) shall be credited at four hours and ten minutes (4 10) per calendar day, or actual accrued credited hours subsequently assigned, whichever is greater A Flight Attendant awarded or assigned a reserve bidline will have a seventy-five (75) credit hour guarantee for each bid period The eighteen (18) or nineteen (19) days of reserve availability published on a reserve bidline have no credit value Earned credit for activity on such days applies toward the bid period guarantee of seventy-five (75) hours

Example 1 Flight Attendant Jones is a reserve bidline holder At the end of the bid period, she has accrued seventy-four (74) hours credited time She also served three (3) days reserve and was not called to duty on those days She will be paid the seventy-five (75) hour guarantee

Example 2 Flight Attendant Jones is a reserve bidline holder At the end of the bid period, she has accrued seventy-four (74) hours credited time She also served three (3) days reserve and was not called to duty on those days She also picked up a five (5) hour pairing on a day off She will be paid for eighty (80) hours (seventy-five [75] hours guarantee and five [5] hours picked up on her day off)

Credit for a reserve day assigned to an ADD day or picked up from open-time with no flying A Flight Attendant who serves as reserve shall receive four hours and ten minutes (4 10) credit for each calendar day assigned or awarded reserve, unless the Flight Attendant requests and is granted release from reserve responsibilities in which case the four hours and ten minutes (4 10) shall be prorated

Credit for a reserve day assigned to an ADD day or picked up from open-time with flying A Flight Attendant who serves reserve during a calendar day and who flies a flight during that calendar day shall receive the greater of four hours and ten minutes (4 10) credit for reserve or the credit earned on the pairing for the calendar day, whichever is greater

Credit for field standby is four hours and ten minutes (4 10) A Flight Attendant who serves field standby shall receive the greater of the field standby credit or the credit from the pairing assigned during the field standby period, whichever is greater

Example A reserve bidline holder is scheduled for four (4) consecutive reserve days He serves field stand-by on day one and during field stand-by is assigned a turn pairing worth three hours and fifty minutes (3 50) credit. After that duty period he is released for applicable rest and returns to reserve duty on that same calendar day He is then assigned a four (4) day pairing that departs on the same calendar day This Flight Attendant's earned credit for the four (4) day period is as follows

4 10 credit for field stand-by on day one,
13 00 credit for the pairing assigned that originated on day one,
17 10 total earned credit for the four (4) day period

J Positioning or Deadheading Pay

Positioning or deadheading assignments shall be credited at the rate of one (1) hour for each two (2) hours, prorated, of positioning or deadheading with a minimum of one (1) hour credit Positioning or deadheading credit shall never be less favorable than that of other crewmembers

K Vacation Pay

A Flight Attendant will receive four hours and ten minutes (4 10) credit for each vacation day Vacation days bought back as outlined in Section 19 D 3 Vacation will be at four hour and ten minutes (4 10) per vacation day

L Extended Duty Pay

A Flight Attendant who exceeds fourteen (14) hours domestic or sixteen (16) hours international duty time shall receive one and one half (1 ½) times his or her applicable hourly rate for each hour of duty over fourteen (14) hours domestic or sixteen (16) hours international duty time

M Drafting Pay

A Flight Attendant who is rescheduled or rerouted as outlined in Section 12 G Scheduling to work on a day off or drafted as outlined in Section 12 H Scheduling, to work on a day off shall receive, in addition to the guarantee

1 One and one half (1 1/2) times his or her applicable hourly rate per credited hour on that calendar day, with a minimum of two (2) hours or,

2 One and three quarters (1 ¾) times his or her applicable hourly rate per credited hour on that calendar day with a minimum of two (2) hours, when assigned out of order of assignment due to geographical location

Example 1 A Flight Attendant based in BOS, who lives in Philadelphia, is drafted to work a Philadelphia originating pairing
Example 2 A Flight Attendant crew is on a layover in Aviano (AVB), Italy on the 15th of April They are scheduled to position back to their base to terminate the pairing on the 16th and begin days off on the 17th On the 15th a Flight Attendant on layover in Madrid (MAD), Spain, becomes ill and is unable to work her scheduled flight on the 16th, layover, and then position back to base on the 17th Crew Scheduling is unable to send a reserve to replace this Flight Attendant to effect an on-time departure on the MAD-LGW flight leg so they "geographically" draft a Flight Attendant from the AVB crew to position to MAD to complete the pairing of the ill Flight Attendant The assigned Flight Attendant shall receive drafting pay at the rate of one and three quarters (1 ¾) times his or her hourly rate for all credited time on the 17th

In the event there are no credited hours on that calendar day, the Flight Attendant will receive a minimum of two (2) hours of the applicable drafting pay

N Training Pay

1 A Flight Attendant will be paid and credited for any pairing(s) or portions of pairing(s) missed as a result of attending FAA or Company required training or required general all-employee meetings The Flight Attendant will be placed on MUD during the days of the pairing when he or she is not in training, meeting or positioning or deadheading to or from training

2 A Flight Attendant who loses a day off for required training or required general all-employee meetings will be paid and credited above the guarantee four hours and ten minutes (4 10)

3 A Flight Attendant will be paid and credited for all positioning or deadheading time to and from training All such time is considered duty time

4 A Flight Attendant will be paid and credited above the guarantee one (1) hour of pay and credit for a FAA or Company required training course home study

5 A Flight Attendant attending non-required training (Senior training, luxury training etc) shall be pay protected up to the bid period guarantee, no flight hour credit will be earned, and he or she will owe no MUD days

O Alcohol and Drug Testing Pay

In addition to all other compensation, a Flight Attendant will be paid and credited one (1) hour at his or her hourly rate of pay for any random drug or alcohol test, in addition to the guarantee A Flight Attendant is considered on duty during all such time

P Ferry Flights
A Flight Attendant on a ferry flight who is not designated as a working crewmember will be paid the same as positioning pay as outlined in J Positioning or Deadheading above

Q Jury Duty

A Flight Attendant on jury duty shall be pay protected up to the bid period guarantee, no flight hour credit will be earned, and will owe no MUD days as a result of the jury duty Written confirmation of jury duty must be provided to the Administrative Desk, or appropriate Inflight Management Any compensation or expenses provided by the court may be retained by the Flight Attendant

R Bereavement Pay

A Flight Attendant shall be entitled to up to three (3) days paid time off in the event of a death(s) in his or her immediate family Immediate family is defined as spouse, children, parents, brothers, sisters, grandparents, grandchildren, stepchildren, stepparents, stepsisters, stepbrothers, mothers-in-law, fathers-in-law, sisters-in-law, brothers-in-law, long term companion, and legal guardians A Flight Attendant will be pay protected up to the bid period guarantee, no flight hour credit will be earned, and he or she will owe no MUD days as a result of the bereavement days

S Special Assignment

A Flight Attendant who performs a special assignment that is community or publicity related or testifies in a legal proceeding at the request of the Company, will be paid and credited for any pairing missed, or will be paid and credited four hours and ten minutes (4 10) on a day off This section does not apply to assignments related to actual flight assignments, recruiting or instructing

T Luxury Trip Pay

1 The Purser shall receive ten dollars and fifty cents ($10 50) per flight hour The Purser trainee shall be paid eight dollars and fifty cents ($8 50) per flight hour

2 The L-1011 galley specialist and/or galley specialist trainee will receive an additional two dollars ($2 00) per flight hour

3 A Flight Attendant who is required to visit the catering kitchen will be paid and credited one (1) hour above the guarantee for one (1) visit per destination to the catering kitchen, up to a maximum of three (3) people per destination

U Golden Days

Except for days worked due to the pick up of FAD trips and lead-in trips, once a Flight Attendant's schedule provides fewer than ten (10) days off, those remaining days will be known as golden days

A Flight Attendant who picks up additional trips or reserve days from open-time on these days off will receive an additional two (2) hours at the Flight Attendant's applicable base hourly rate for each day worked that results in fewer than ten (10) days off This provision does not apply to Flight Attendants participating in the part-time program or Low-time VGP

Example 1 A Flight Attendant's bidline provides fourteen (14) days off Through the course of the bid period, she volunteers and is subsequently assigned to fly a two (2) day pairing and later picks up a four (4) day pairing from open-time At the end of the bid period she has eight (8) days off remaining This Flight Attendant will receive an additional two (2) hours of base hourly pay

Example 2 A Flight Attendant's new bidline provides twelve (12) days off He has a lead-in trip from the current bid period which conflicts with four (4) days off He elects to receive the pay and credit generated by the lead-in trip rather than have his days off restored and is compensated in accordance with Section 12 C 2 Scheduling and V below During the bid period he picks up a one (1) day pairing from open-time At the end of the bid period, his remaining days off equal seven (7) Discounting the lead-in trip, this Flight Attendant will receive an additional two (2) hours of base hourly pay

Example 3 A Flight Attendant's new bidline provides fifteen (15) days off She trades a five (5) day trip to open-time picking up a ten (10) day trip At the end of the bid period, she has ten (10) days off This Flight Attendant is not eligible for golden day pay

V Lead-in Trip Conflicts

If a lead-in trip, other than a volunteer pick up for credit above bidline value, causes a Flight Attendant to have fewer than twelve (12) days off, he or she may waive his or her minimum days off and will be paid one and half (1 ½) times his or her hourly rate above guarantee, in addition to all other compensation, for the portion of the lead-in trip which conflicts with the minimum day(s) off, or may request the days he or she wishes to have restored as days off, subject to critical days

W Pay Discrepancy

The Company will reconcile any payroll discrepancy (credited time, premiums and expenses) within seven (7) banking days after submission to the Payroll Specialist If the shortage is equal to two (2) hours pay or less, such amount shall be added to his or her next check If the shortage is more than two (2) hours pay, at Flight Attendant request, a special check will be issued and forwarded to the Flight Attendant by overnight mail or will be deposited directly to the Flight Attendant's designated account

Section 5: Expenses

A Per Diem

Per diem shall commence at showtime at the Flight Attendant's base station and continue until the Flight Attendant is released from duty by the Company upon return to base station

B Rates

1 Per diem for all turnaround flights shall be as follows
Beginning date of ratification One dollar ($1 00) per hour or portion thereof Beginning 1/01/01 One dollar and ten cents ($1 10) per hour or portion thereof Appropriate taxes shall be withheld on the payment of per diem on all turnaround flights If an in base turnaround duty time is thirteen (13) hours or more, the Flight Attendant shall receive the appropriate amount of per diem or fifteen dollars ($15), whichever is greater

2 Domestic per diem will be as follows
Beginning date of ratification One dollar and forty-five cents ($1 45) per hour or portion thereof
Beginning 1/01/01 One dollar and fifty cents ($1 50) per hour or portion thereof

3 International per diem will be as follows
Beginning date of ratification One dollar and ninety-five cents ($1 95) per hour or portion thereof

Beginning 1/01/01 Two dollars ($2 00) per hour or portion thereof

a Per diem for an international flight shall commence at showtime at the Flight Attendant's base for a positioning or working flight to and from an international destination

b Per diem for a flight which begins with domestic flying or positioning and is interrupted by at least a minimum rest period shall be paid at the domestic rate until showtime of the international segment

c When an international flight is interrupted by at least a minimum rest period upon return to a location within the continental U S , international per diem shall be paid up to release time at the first continental U S location, at which time domestic per diem shall be paid until released from duty by the Company upon return to base

d The Company may, from time to time, and at its sole discretion, elect to set a per diem rate greater than what is set forth in B 3 above for certain international destinations The period of time that such greater rate may apply for a specific international destination shall be determined by the Company

4 Per diem for Flight Attendants shall never be less favorable than that of other crew members

5 Per diem on flights, other than turnarounds, to and from Alaska and/or Hawaii shall be paid at the international rate

6 The hourly per diem rate will be increased twenty-five percent (25%) for all time away from base in excess of twelve (12) days Flight Attendants scheduled to be away from base for more than twelve (12) days may request per diem advances up to one hundred percent (100%) of the projected per diem

C Parking

The Company will continue to provide and pay for safe, convenient employee parking at base on airport property for all Flight Attendants

D Passports, Visas, and Required Inoculations

1 The Company will reimburse Flight Attendants the cost for one necessary renewal of a U S passport during the life of this Agreement For Flight Attendants holding a foreign passport, the Company will provide an equivalent amount for renewal of a foreign passport In addition, the Company will reimburse Flight Attendants up to fifteen dollars ($15), with receipt, for required passport renewal photos

2 The Company will continue to pay for all required inoculations and any required insurance and/or special work permits (e g Rota, Spain)

3 The Company will pay for all required visas and visa photos

E General

1 Per diem shall be paid at a minimum once per bid period

2 Per diem claimed more than two (2) bid periods after the expense is incurred will require written approval of the Flight Attendant's Manager

3 A Flight Attendant will be provided transportation from his or her base city for flight assignments that originate or terminate at cities away from his or her assigned city

4 A Flight Attendant requesting to position by personal automobile or rental car must secure log approval in advance from a Crew Scheduling Supervisor Mileage will be paid based on the most direct AAA mileage from point of origin to point of destination Mileage costs will be at the Company policy rate

5 Service related tips are included in the per diem amounts outlined above

6 A Flight Attendant on special assignment for the Company (i e publicity or promotional) shall be paid per diem as outlined above and for any other approved expenses For such assignments in base, per diem shall be paid as outlined in B 1 above Expense reimbursement for Flight Attendants volunteering to participate in programs in areas such as recruiting or training will be administered as outlined in those programs

Section 6: Layover Transportation and Hotel Accommodations

A Layover Transportation

1 The Company shall provide for work related transportation between airports and lodging facilities when such transportation is not provided by the lodging facility The Company will make every effort to pre-arrange transportation, however, in the event it is not feasible to make these arrangements, on a case-by-case basis, the Flight Attendant will utilize locally obtained transportation (e g taxi) The Company will reimburse Flight Attendants, with receipt, for the cost of such transportation Such expenses should be submitted to a Flight Attendant Manager for expedited reimbursement processing

2 No Flight Attendant will be required to wait more than forty-five (45) minutes after block-in for Company arranged or complimentary transportation to or from a layover hotel If the transportation arranged by the Company or the hotel does not or cannot respond within forty-five (45) minutes, the Senior Flight Attendant or most senior Flight Attendant present may obtain transportation (e g taxi or limo) for the entire crew, after advising crew scheduling of the transportation problem The Company will reimburse the Flight Attendant for expenses incurred for such transportation, as outlined in the previous paragraph

B Hotel Accommodations

1 The Company intends to provide single occupancy, non-smoking accommodations for all Flight Attendants in safe, clean, quiet, First Class or better hotels (as categorized by the Reed Travel Group Official Hotel Guide), with adequate eating facilities in the hotel or nearby The Company shall also make every effort to avoid first floor accommodations and telephone deposits when contracting accommodations The Company is only responsible for room costs and room tax A Flight Attendant shall notify the Company if he or she does not intend to use the hotel accommodations arranged by the Company

2 Accommodations shall generally be located at or near the airport However, any layover scheduled for eighteen (18) hours or more block to block at International locations, or scheduled for twenty-four (24) hours or more block to block in the continental U S , shall be located in the downtown area of the largest metropolitan area serving that airport or in an alternate location in a comparable hotel requested by the Union Hotel Committee

3 A Flight Attendant will be advised of his or her layover hotel and its telephone number at time of confirmation, if available, for bid package trips, but in no event later than trip showtime Information related to hotels for non-bid package trips will be provided as soon as possible

4 It is recognized that some accommodations on military trips may not meet the requirements outlined above due to availability or security (i e staying in military facilities)

5 If hotel rooms are not clean and available for check-in within thirty (30) minutes after arrival, after advising Crew Scheduling of the situation, he or she may obtain other accommodations at a comparable cost and claim reasonable actual lodging and transportation expenses on a Company expense form supported by receipt Such expenses should be submitted to a Flight Attendant Manager for expedited reimbursement processing

6 Should single rooms not be available due to an error, a Flight Attendant may go to a comparable alternate hotel as outlined in paragraph B 5 or may choose to share a room If the Flight Attendant shares a room, the two persons sharing the room each will be compensated half the cost of a single room at that hotel

Section 7: Uniforms

A Flight Attendant Obligations

A Flight Attendant shall wear the uniform (s) as prescnbed in Company regulations at all times while on duty or in connection with any special assignment or event where the employee is identified as an American Trans Air Flight Attendant The uniform shall be worn as prescnbed in the Flight Attendant Manual except for limited exceptions granted by Inflight Services The Flight Attendant is responsible for keeping the uniform clean, pressed, well-fitted and in good repair

B Required and Optional Uniform Items and Luggage

1 Uniform
The required uniform will consist of the following

a Female

1 name tag
1 pair of wings
1 coat
1 apron
3 blouses
1 scarf or tie
1 dress with epaulettes and belt or accessories
1 sweater
1 blazer/skirt OR blazer/slacks combination (not required for first six (6) months of employment)

b Male

1 name tag
1 belt
1 pair of wings
2 pair of slacks
1 coat
1 apron
3 shirts
1 tie
1 sweater
1 blazer (not required for the first six (6) months of employment)

c The Company shall provide the first name tag and first pair of wings Those items may be retained by a Flight Attendant who completes six (6) months of service prior to separation

2 Optional Uniform Items

The following optional uniformitems may be available for purchase by a Flight Attendant Additional optional uniform items may also be prescnbed in the Flight Attendant Manual

-maternity uniform**	-purse**
-belt**	-navy ear muffs
-pocket stuffer**	-navy or black boots
-navy or black gloves	-navy scarf
-navy hat	-skort

*** May be available for purchase through the Company*

3 Luggage

The Flight Attendant will provide his or her own inflight bag, luggage and garment bag Only the inflight bag will be required The inflight bag may be black or navy blue, and certain suitcase styles may serve as the required inflight bag The suitcase will be wheeled luggage, black or navy blue, which can be stowed in the cabin, however, a Flight Attendant who purchased luggage prior to signing of this agreement may continue to use his or her current luggage Garment bags must be black or navy blue A Flight Attendant is responsible for keeping his or her luggage clean and in good repair

C Payment for Uniforms

1 The Flight Attendant will purchase the initial uniform and luggage during initial training, by using any combination of credit card, check or payroll deduction over sixteen (16) pay periods The minimum deduction from each paycheck will be twenty dollars ($20 00) except in the case of a final payment

2 The Company will reimburse the Flight Attendant up to fifteen dollars ($15 00), with receipt, for hemming of each required replacement uniform item and changeover uniform It is not permissible to change the original design of the uniform

3 After a Flight Attendant has completed twelve (12) months of service, the Company will pay the total cost of replacement of required uniform items, as outlined in paragraph B 1 on the following Schedule

Shirts, blouses, slacks, aprons, ties and scarves	12 months
Blazers, skirts, dresses, sweaters, belt and coat	18 months

4 The Company will provide at no cost to the Flight Attendant any required special inflight attire

5 Any part of the uniform or luggage damaged or lost while on duty (except when due to the Flight Attendant's negligence or misuse) shall be repaired or replaced by the Company with proper verification from the Flight Attendant Manager or designee

6 Flight Attendants shall be permitted to wear the official Union pin on a place visible on all Flight Attendant uniforms The Company reserves the right to designate the location where the official Union pin may be worn

D Uniform Changes

In the case of a major uniform style changeover, the Company shall replace all required uniform items and the wings and name tags (if changed) at no cost to the Flight Attendant

E Obligations Upon Separation from the Company

Upon separation, any balance owed will be deducted from the Flight Attendant's final paycheck and the uniform will become the property of the Flight Attendant If available funds are insufficient, the residual balance will immediately become due and payable

F Furlough

A Flight Attendant notified of furlough who is making payments for a uniform by payroll deduction and who declines an offer of alternative employment with the Company, shall return his or her uniform and payments will be suspended On recall, the uniform will be reissued with a credit for the amount previously paid and payroll deductions shall be resumed

Section 8. Seniority and Probation

A Seniority

1 System seniority shall begin to accrue from the date a Flight Attendant has successfully completed Company approved training, has graduated and is assigned a base

2 System seniority shall govern all Flight Attendants in reduction in force, rates of pay, recall from furlough, bidding rights, and base assignment or transfers

3 Full-time Company seniority shall govern participation in various Company benefit programs, as outlined in the Employee Handbook

B Assignment of Seniority Numbers

1 When more than one (1) Flight Attendant has the same date of hire, seniority for full-time Flight Attendants will be based on date of birth within the initial training class, oldest to youngest Flight Attendants with common birth dates shall be listed in order of the last four digits of his or her Social Security numbers, the lowest four digit numbers first

2 A Flight Attendant who is re-hired for full-time Flight Attendant employment, and is not required to attend initial Flight Attendant training, will be added to the system seniority list on the date he or she is assigned to a base, behind any part-time Flight Attendants changing to full-time status and ahead of any initial classes A re-hired Flight Attendant who is required to attend initial Flight Attendant training shall be treated, for seniority purposes, as a newly hired Flight Attendant

C System Seniority List

1 A System Seniority List will be maintained by Inflight Services for all Flight Attendants

2 This list shall contain Flight Attendant names, base, seniority number, employee number, Flight Attendant seniority date, original date of hire with Company or rehire when applicable, and adjusted date of hire, when applicable Flight Attendants holding management positions will be so identified on the list

3 An updated or revised System Seniority List shall be posted or placed in the Reading File in each Flight Attendant base in January and July of each year, current as of January 1 and July 1 respectively

4 An updated or revised base seniority list by Flight Attendant job classification shall be posted or placed in the Reading File in each Flight Attendant base in January and July of each year current as of January 1 and July 1 respectively

5 A Flight Attendant shall have sixty (60) days from the date of posting, or, if the Flight Attendant was on vacation, leave of absence, furlough or an extended pairing when the list is posted, he or she will have sixty (60) days after he or she returns, to protest in writing to Inflight Services any posted error or omission which affects his or her seniority In the event a Flight Attendant fails to lodge a written protest within that time, he or she shall forfeit the right to file a protest or grievance Inflight Services shall review and correct the list if the protest is valid

6 A part-time Flight Attendant will begin to accrue full-time seniority from the date of ratification and will be incorporated into the full-time seniority list Any retained full-time seniority will be applied prior to beginning accrual Seniority accrual will be at the rate of forty-five (45) days per each six (6) months on each January 1 and July 1 while still in the part-time program

D Seniority Forfeiture

System Seniority will be forfeited under the following circumstances

1 The Flight Attendant fails to return to work after the expiration of an approved leave of absence

2 The Flight Attendant terminates employment (voluntarily or involuntarily)

3 The Flight Attendant does not comply with the policies and procedures relating to furlough and recall

4 The Flight Attendant remains on continuous furlough status for a period in excess of five (5) years

E Transfer to Non-flying or Supervisory Duties

1 A Flight Attendant who transfers to a supervisory or management position shall continue to retain and accrue seniority if such a position is related to Flight Attendant administration and/or Flight Attendant management

2 A Flight Attendant who transfers to a non-flying or supervisory position unrelated to Flight Attendant administration or Flight Attendant management, shall retain but not accrue seniority for three (3) years

3 Upon return to flying, a Flight Attendant shall be permitted to exercise retained and/or accrued seniority to bid for any available vacancies or to displace the junior most Flight Attendant on the System Seniority List

F Probation

A Flight Attendant shall be on probation for the first six (6) months of active service as a Flight Attendant Active service commences upon completion of Company approved initial Flight Attendant training and assignment to a base A Flight Attendant may be disciplined, suspended or discharged at any time during his or her probationary period without recourse to the grievance process or System Board of Adjustment

Section 9: Filling of Vacancies or Transfers

A Voluntary Transfers

1 Each bid period the Company will post all known vacancies which will be open for transfer Vacancies which occur after posting and before transfer awards are made shall also be processed

2 A Flight Attendant desiring to transfer to a different base must submit a bid to Crew Resources before the tenth (10th) of each month stating the base(s), in order of preference, to which she or he desires to transfer A Flight Attendant who is not awarded a transfer must submit a new transfer request before the tenth (10th) day of any calendar month

3 By the fifteenth (15th) day of each calendar month, all transfers will be posted and will be effective the first day of the bid period two (2) bid periods following the bid period of the transfer award posting

Example A Flight Attendant submits a transfer request on December 5, 1998 The bid closes on December 10, 1998 The award is posted on December 15, 1998 The transfer is effective January 31, 1999

Transfers will be awarded in system seniority order Changes to or withdrawals of a transfer request are not allowed after the 10th of the calendar month in which the transfer request is submitted A Flight Attendant may request release from the transfer due to a hardship if approved by the Director of Inflight Services/designee Transfer awards shall be posted at each base

4 After the transfer process outlined in A 3 and D 2 is complete, the Company will process mutual base transfer requests, in order of system seniority, between bases which have no vacancies

Example A Flight Attendant in DTW bids to transfer to IND where no vacancies exist A Flight Attendant in IND bids to transfer to DTW where no vacancies exist The Company shall transfer the Flight Attendants

5 A Flight Attendant awarded a base transfer is precluded from further voluntary base transfers for four (4) bid periods

6 A Flight Attendant voluntarily transferring to a new base will have five (5) consecutive settling days for the purpose of settling, to be allowed within three (3) bid periods of the effective date of the new assignment A Flight Attendant will be pay protected to bid period guarantee, no flight hour credit will be earned and he or she will owe no MUD days In the event the Company is unable to grant the specific days requested, alternate days will be provided as near to the days requested by the Flight Attendant as possible

7 A Flight Attendant who transfers from one base to another will retain his or her awarded vacation time

B New Hire Base Assignments

1 A new hire Flight Attendant will be assigned a base after all transfers have been awarded for that bid period New hire Flight Attendants shall be eligible to transfer immediately

2 After graduation, a Flight Attendant will be allowed five (5) settling days prior to being assigned duty

C Base Locations

The Company shall advise the MEC President in writing as soon as possible, but in no fewer than sixty (60) days, before closing a Flight Attendant base location In the case of establishing a new base location, the Company shall provide sixty (60) days notice, in writing The recommendations of the Union shall be considered by the Company before making changes in the location of, or significant reductions to, the staffing levels in bases

D Displacement

1 When a base is closed, or a Flight Attendant is displaced from his or her base for any reason, he or she shall have the opportunity to displace the most junior Flight Attendant at the base of his or her choice, provided that he or she has greater system seniority than such Flight Attendant A Flight Attendant shall be given forty-five (45) days notice of displacement from a base

2 A Flight Attendant displaced from a base by a reduction in force or involuntary furlough shall be afforded an opportunity to fill open positions, in that base, in system seniority order, before any other applicant not so displaced or furloughed Such opportunity shall be afforded for up to twenty-four (24) months from the date of first opportunity for return utilizing eligible seniority

E Moving Expenses

Any moving expenses associated with the various types of transfers outlined above are covered in Section 11 Moving Expenses

Section 10: Furlough and Recall

A Involuntary Furlough

1 The Company shall notify the Union prior to official announcement and implementation of a furlough of Flight Attendants

2 In the event of a furlough, a Flight Attendant will be furloughed in inverse order of system seniority A Flight Attendant will receive confirmation by a form of delivery that provides a receipt at his or her last filed address

3 The Company will provide two (2) weeks notification of furlough or pay in lieu thereof, except in case of emergency, act of God, or where there is temporarily no work because of a labor dispute, or other circumstances over which the Company has no control

4 A Flight Attendant on furlough of fewer than thirty (30) days shall retain all benefits as outlined in Section 27 Benefits, and will continue to accrue longevity for benefit purposes

5 A furloughed Flight Attendant shall retain all seniority and longevity accrued prior to the time of furlough for a period not to exceed five (5) years She or he shall continue to accrue seniority but not longevity while on furlough At the time of furlough, a Flight Attendant must provide the proper contact information to Inflight Services

6 A Flight Attendant who remains on furlough at the end of five (5) years from the effective date of furlough shall be released from employment with American Trans Air, and his or her name will be deleted from the Flight Attendant System Seniority List

B Voluntary Personal Furlough (VPF) Program

From time to time, the Company may offer a Voluntary Personal Furlough (VPF) program to manage short term staffing Voluntary Personal Furlough shall be offered prior to an involuntary furlough of Flight Attendants

1 The Company shall determine specific time periods and target numbers available by base At the conclusion of the specified voluntary furlough period, the Flight Attendant may rebid for an extension of the voluntary furlough period if an additional period is available, or return to duty

2 In the event of VPF being offered prior to an involuntary furlough, to be eligible for VPF a Flight Attendant must have higher seniority than those Flight Attendants who are to be involuntarily furloughed

3 VPF will be awarded by base, by system seniority

4 Flight Attendants on VPF shall retain applicable employee insurance and travel benefits and must continue to pay any employee portion of such benefits during the voluntary furlough period

5 Flight Attendants on VPF retain and accrue system seniority

6 Flight Attendants on VPF may be recalled prior to the announced end date by the procedures outlined in Section 10 C Recall

7 VPF Flight Attendants shall be recalled after all Flight Attendants on involuntary furlough have been recalled

C Recall

1 Flight Attendants will be recalled in order of system seniority, involuntarily furloughed first, then those Flight Attendants on VPF as outlined in paragraph B

2 A written recall notice shall be sent to each Flight Attendant entitled to recall by a form of delivery that provides a receipt, to the last address provided by the Flight Attendant. The recall notices will be mailed from each base, as appropriate, and the date of notice of recall will be the same as the actual date of mailing from the base A Flight Attendant shall be given fifteen (15) days from the date of notice to return to duty, and must notify Inflight Services within ten (10) business days from the date of receipt of the written recall notice of his or her response to recall on the date specified in the recall notice It is the Flight Attendant's responsibility to keep the Company informed of his or her correct address and telephone number, and provide coverage of his or her mail in case a recall notice is sent while he or she is away from his or her address The Company will make an attempt to contact the Flight Attendant by telephone at the time the recall is mailed to notify him or her of such recall

3 If the Company is unable to contact a furloughed Flight Attendant for recall or if the Flight Attendant does not notify Inflight Services of his or her response to recall by the deadline date, the Company will consider the Flight Attendant to have voluntarily resigned his or her employment with American Trans Air, and the Flight Attendant's name will be deleted from the Flight Attendant System Seniority List

4 Should the Company initiate a recall which it believes is for fewer than sixty (60) days, the Flight Attendant may, at the time of notice, elect to decline recall

5 A Flight Attendant returning from furlough shall be placed on the payroll for a minimum of sixty (60) days Such Flight Attendant may decline recall provided that there are Flight Attendants with less seniority on furlough status The method of recall is as follows

   a The Company will go through the entire furlough list in order of seniority to the point where enough furloughed Flight Attendants accept recall to fill the Company's needs

   b Should the Company go through the entire System Seniority List and not obtain the required number of Flight Attendants, the Company will then recall in the reverse order of system seniority, advising each Flight Attendant that he or she must accept said recall or risk loss of employment

   c A Flight Attendant who is recalled, and there are no Flight Attendants with less seniority on furlough status, and is unable to return to active duty due to a medical reason, may apply for medical leave If the Flight Attendant was on a medical leave prior to the furlough, the time spent on leave at the time of the furlough shall be considered as time towards the maximum amount of medical leave Medical certifications and proper documentation for a medical leave are required

6 A Flight Attendant who is furloughed prior to the completion of his or her probationary period shall be required to remain on probation until completion of the period after return to full-time active status

7 A Flight Attendant on furlough shall retain recall rights for up to five (5) years from the date of furlough and thereafter shall be released from employment with American Trans Air He or she may be eligible for rehire by the Company

Section 11. Moving Expenses

A Qualifying for Expenses

The moving expenses set forth in this Section shall be reimbursed to a Flight Attendant who is required by the Company to change base locations as a result of the following

1 A Flight Attendant displaced from a base due to a base reduction, base closure or as outlined in Section 9 D Filling of Vacancies

2 A Flight Attendant recalled to a base other than the base from which he or she was furloughed

B Relocation

A Flight Attendant must move at least one hundred (100) miles from the former base before moving expenses apply Expenses are limited to the cost of moving from one base to another; i e moving distances and mileage distances will be approved for no more than the actual AAA mileage from one base to another

C Allowable Expenses

1 Moving expenses in paragraph A 1 above shall be reimbursed by the Company for up to three thousand dollars ($3,000) Moving expenses related to paragraph A 2 above shall be reimbursed by the Company for up to fifteen hundred dollars ($1,500) All expenses directly related to the move are covered Covered moving expenses may include, but are not limited to, the following items

a Actual expenses for moving household and personal effects, including the cost of packing, crating, unpacking, boxes, disconnection and re-connection of appliances, telephone and utility connections, and related items

b Temporary storage up to thirty (30) days

c Insurance coverage for moving of personal and household effects

d Expenses for up to two (2) personally owned automobiles may be submitted If auto is used, mileage will be paid based on the most direct AAA miles from point of origin to point of destination Mileage costs will be at the Company policy rate for business travel in effect on the date of the move Hotels may be utilized en route to the new base location

e Reasonable en route expenses, substantiated by receipt, for a Flight Attendant and his or her family members incurred for meals and lodging

f Forfeited security deposit of rent substantiated by lease or other documentation

g Moving expenses must be incurred within six (6) months of the effective date of transfer Such six (6) months limit may be extended by the Director of Inflight Services or designee in individual situations where unusual and extenuating circumstances warrant such an extension

2 Upon request, the Company will advance up to two thousand ($2,000) dollars for allowable moving expenses for moves required in A 1 above, and seven hundred fifty ($750) dollars for moves required in A 2 above Such advance requests must be made at least ten (10) days prior to the relocation and must subsequently be reconciled within thirty (30) days of the advance with proper receipts for covered expenses and approved by the Director of Inflight Services or designee

3 The Company shall provide five (5) settling days as outlined in Section 9 Filling of Vacancies or Transfers of this agreement

4 The Company shall provide, in addition to the hotels en route, three (3) nights lodging in a Company designated hotel at Company expense, which must be utilized within thirty (30) days of the effective date of the transfer However, a Flight Attendant may use these hotel nights at a comparable rate en route in addition to the moving expense allowance

5 The Company shall arrange for one (1) free roundtrip positive space flight to the new base

D Voluntary Transfers, Mutual Transfers, and New Hires

A Flight Attendant who is transferring as a result of a voluntary transfer, a mutual transfer or who is a new hire will be entitled to the following consideration

1 Five (5) settling days as outlined in Section 9 Filling of Vacancies and Transfers

2 Three (3) nights lodging in a Company designated hotel at Company expense for voluntary transfers New hires will be provided five (5) nights in a Company designated hotel The hotel must be utilized within thirty (30) days of the effective date of the transfer or assignment The hotel may be utilized en route to the new base location Hotel costs en route will be comparable to those at the base

E A Flight Attendant who is transferring from one base to another or who is a new hire, may ship a reasonable amount of properly packaged household and personal effects to the new base as space available COMAT on Company aircraft

Section 12: Scheduling

A Bidding Procedures

1 There will be twelve (12) bid periods per year

2 Each bid package will contain, at a minimum, the following information

- a Bidlines of flying – with the number of positions required, including Senior and language positions required
- b Pairings (including information currently provided)
- c Open-time which is not on bidlines
- d Base Staffing report (vacations, training, etc)
- e Hotel and positioning information, when available
- f Applicable city and airline code changes
- g Crew Resource information, as necessary
- h Special qualifications
- i Calendar containing due dates and times for bids, awards and other bid period transition events

3 Bid packages will be distributed to each Flight Attendant crew room normally by the 14th of the month In addition, bids will be provided to crews on pairings which do not pass through their home base during the schedule bidding period The Company will provide an electronic version of the bid package contents for posting on the local Union MEC Web page This secured site will only be available to Company Flight Attendants

4 Initial bids for standard, composite, reserve and blank bidlines will remain open for no fewer than five (5) days Re-bids for blank bidlines shall remain open for two (2) days as outlined in the bid package cover letter calendar

5 Standard, composite, reserve and blank bidline bid awards will be posted at the base and on the IVR System on the dates and times specified on the monthly bid package cover letter calendar

6 A contested bid award must be reported to the Crew Planning department no later than twenty-four (24) hours after the posting of the bid award to facilitate correction of the award The award only becomes final at the conclusion of this twenty-four (24) hour contestability period Crew Resource personnel will communicate changes to a posted award through broadcast on the IVR and/or contact

7 All schedule adjustments will be completed no later than the day prior to the new bid period, and all adjusted bidlines are then considered final

8 A Flight Attendant should bid sufficient choices to cover base seniority If she or he cannot hold any of the submitted choices, or if a Flight Attendant fails to submit a bid, a schedule will be assigned from remaining bidlines after the award process is complete The order of assignment of these remaining bidlines is by base, by highest available credit to lowest in the following order

- a Standard bidlines
- b Composite bidlines
- c Blank bidlines
- d Reserve bidlines

9 When a language or Senior qualification is required and no Flight Attendants with that qualification have bid the bidline, the Company may modify the award process by assigning one language qualified and/or one Senior Flight Attendant per bidline in inverse order of seniority within the base in accordance with paragraph 8 above

10 Two Flight Attendants in a base may identify to Crew Planning their desire to buddy bid for the subsequent bid period during the five (5) day schedule bid collection period

a Bids for the buddy bid shall be submitted by the most junior Flight Attendant in his or her bid The senior partner in the buddy bid may also submit individual bid choices should the buddy bid be negated

b Upon awarding the most junior buddy bidder's schedule, if sufficient openings are available on a submitted bidline choice, and the buddy bidders have the required qualifications to serve on this bidline, both Flight Attendants will be awarded the schedule

c Upon awarding the most junior buddy bidder's schedule, if the bids submitted are insufficient, or the buddy bidders are not qualified to fill the positions available on choices submitted, the buddy bid will be negated and each Flight Attendant will be independently awarded a schedule from the remaining choices available at that time First, the more senior Flight Attendant will be awarded a bidline from the first available bid choice submitted in his or her personal bid Second, the junior partner will be awarded from the first available bid choice submitted for the buddy bid

B Bidline Construction

1 Types of bidlines

a Standard bidlines

i Standard bidlines will be published in the monthly bid package and will be composed of pairings, days off, and may contain training events These bidlines will not be constructed with reserve or ADD days

ii A standard bidline shall be constructed with a minimum of twelve (12) days off All days off are immovable

iii These bidlines may be scheduled to a maximum of ninety (90) credited hours

iv Crew Planning may elect to publish standard bidlines below the seventy-five (75) hour guarantee, but no less than seventy-one (71) credited hours Should this occur, the bidline recipient will receive the bid period guarantee of seventy-five (75) hours Any trip picked up by the Flight Attendant will be paid and credited over guarantee

v All known flying as defined will be built into pairings The Company will construct as many standard bidlines as practicable, taking into consideration the recommendations of the Union Scheduling Committee For flying which has unconfirmed times or dates, or for pairings which do not fit the parameters to be built into a bidline at the time of bidline construction, Crew Planning and the Union Scheduling Chairperson or his or her designee will work out the method to be published on a case by case basis

vi Every reasonable effort will be made to first construct bidlines in patterns, taking into consideration the recommendations of the Union Scheduling Committee, Flight Attendant utilization and operating economies

vii The Company will not construct a bidline which has more than one pairing originating at the base in a calendar day In addition, the Company will not construct a bidline with an originating international duty period (other than North American, Caribbean) which has any other flying in that calendar day

Example of legal application A Chicago Flight Attendant on a layover out of base reports at 0800L in MCO and flies MCO-MDW with her duty period terminating upon arrival in MDW at 1055L After receiving applicable rest, the Flight Attendant may show for an originating domestic duty period departing the base that same day, for example, a 2200L showtime for a 2330L departure

Example of illegal application A published Boston bidline has a two day pairing on the 5th of the month with a layover in MCO On day two (the 6th) the pairing reports at 0800L in MCO and flies MCO-BOS and subsequently terminates at 1055L This schedule may not be constructed with an originating international duty period scheduled to depart BOS that same day, ie BOS-NSY However, the bidline may contain a BOS-SJU pairing which originates after scheduled legal rest later that same day

b Composite Bidlines

i Composite bidlines will be published in the monthly bid package and may be composed of pairings, ADD days, days off, and may contain training events

ii A composite bidline shall be constructed with a minimum of twelve (12) days off All days off will be immovable Composite bidlines may not be structured with single days off except on the first or last day of a bid period Each composite bidline must contain at least one four (4) day block of days off

iii A composite bidline may be constructed with up to six (6) ADD days For bidline construction purposes only, an ADD day will be credited using the reserve day credit as specified in Section 4 Compensation

iv Composite bidlines may be constructed to a maximum of seventy-seven (77) credited hours from pairings, training and ADD days, and/or pairings or training utilization of at least sixteen (16) days With utilization of at least sixteen (16) days, there will be no ADD days assigned These bidlines should contain at least fifty (50) credited hours from published pairings and/or training

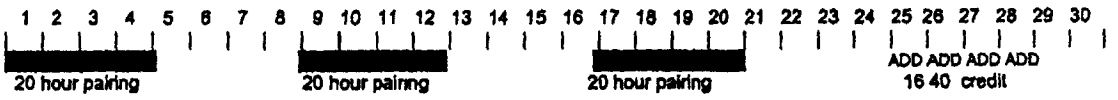
v If the above scheduling construction parameters are not practicable, Crew Planning will consult with the Union Scheduling Committee Chairperson or his or her designee prior to publishing such a Bidline

If a published composite bidline has no ADD days on the bidline, any open-time picked up on days off will be paid above guarantee

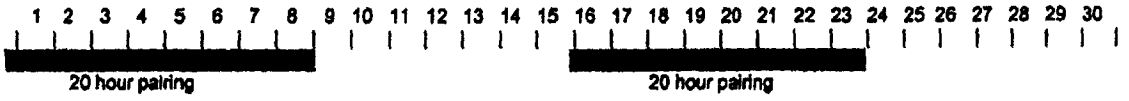
Once the ADD day obligation has been fulfilled, any open-time picked up on days off will be paid above guarantee

Examples of composite bidlines

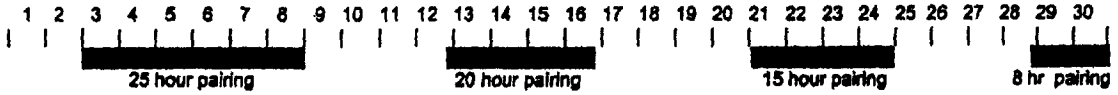
1 Bidline credit value = 76 40 hours 60 hours pairing credit 16 40 hours ADD credit 14 days off



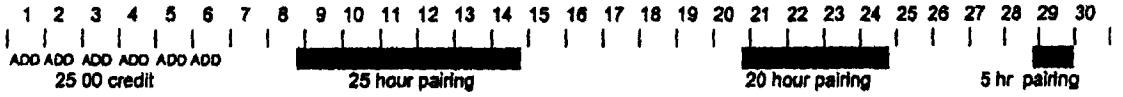
2 Bidline Credit Value = 40 hours, 75 hour guarantee, 16 days of utilization qualifies as a Composite Bidline 14 days off



3 Bidline Credit value = 68 hours 75 hour guarantee 16 days of utilization qualifies as a Composite Bidline 14 days off



4 Bidline credit value = 75 hours 75 hour guarantee, 50 hours pairing credit, 25 hours ADD credit 13 days off



vi Composite bidline holders may pick up open-time during the SAP and throughout the bid period to replace ADD days, on scheduled ADD days or on days off For every day or four hours and ten minutes (4 10) credited hours picked up or assigned from open-time or training, one ADD day will be removed from the bidline Once a Flight Attendant picks up or is assigned credited hours to meet the guarantee or the published number of ADD days, the Flight Attendant will be considered a standard bidline holder

vii If a composite bidline holder cannot, or elects not to bid sufficient open-time hours or days or training to replace ADD days during the SAP, Crew Scheduling may assign flying or training only on the ADD days during the SAP, or as provided in viii below The credit assigned may not project the bidline holder to exceed the initial value of the published composite bidline by more than four (4) hours

viii If a composite bidline holder cannot, or elects not to bid sufficient open-time hours, days, or training to replace ADD days and the Company is unable to assign flying or training during the SAP to the ADD day, the Company may either assign flying on the ADD day during the TAP, or convert the ADD day to a reserve day between 0001 and 1900 local base time the day prior If activity is not picked up or assigned to replace an ADD day(s), then there is no credit for the ADD days, however the Flight Attendant will be paid the minimum bid period guarantee

c Reserve Bidlines

i Reserve bidlines will be published in the monthly bid package and will be composed of reserve days, two (2) moveable days off, ten (10) immovable days off and may contain training events

ii Reserve bidlines may not be constructed with single immovable days off except on the first or last day of a bid period Each constructed bidline must contain at least one four (4) day block of immovable days off

d Blank Bidlines

i Blank bidlines may be made available for bid in the monthly bid package and will not contain any scheduled activity or days off Flight Attendants awarded blank bidlines during the initial bid award will have an opportunity to re-bid on additional bidlines of flying which will be constructed from all remaining open-time at that base due to vacation, lead-in trip, and other schedule conflicts after the SAP closes

ii Blank bidlines constructed and offered for bid will meet standard, composite or reserve bidline criteria

Example Due to the amount of open-time anticipated in the Indianapolis base for February, Crew Planning publishes ten (10) blank bidlines in the February bid package After the bid is awarded, trips are made available for Flight Attendants during the SAP Trips remaining after the SAP closes will be used to construct blank bidlines If there is insufficient flying available to construct a standard or composite bidline, some (or all) of the bidlines offered for bid to those Flight Attendants awarded a blank bidline may be reserve bidlines

iii The Company will build as many standard bidlines as possible among the blank bidlines prior to building composite bidlines

e Prorated Schedules

i If a Flight Attendant with current qualifications is scheduled to return to active service prior to the 10th day of a bid period or is scheduled to begin a leave of absence after the 20th day of a bid period, he or she will be able to bid for, and be awarded, a bidline A Flight Attendant who is planning to bid for a schedule in such bid period must submit appropriate documentation to Flight Attendant Administration prior to the closing date of the bid process

ii If a Flight Attendant with current qualifications returns to active service after the 10th day of a bid period, he or she will be constructed a schedule consisting of ADD days and days off at the time the return-to-work authority is received by Crew Scheduling from Flight Attendant Administration Days off and guarantee will be prorated for the balance of the bid period (if applicable) The Flight Attendant will have the opportunity to pick up open-time to meet his or her adjusted guarantee If the Flight Attendant does not pick up time to his or her adjusted guarantee or number of days, the Company may assign flying only on the ADD days ADD days may be converted to reserve as outlined elsewhere in this agreement

Remaining Days in a Bid Period	Minimum Days Off
31-30	12
29-27	11
26-25	10
24-22	9
21-20	8
19-17	7
16-15	6
14-12	5
11-10	4
9-7	3
6-5	2
4-3	1
2-1	0

2 Days Away From Base

a Generally, a pairing shall not exceed a maximum of twelve (12) consecutive days away from base Exceptions to this are pairing sequences for extended operations, e g wet lease, Luxury Service flights, published bidlines A Flight Attendants who is awarded a trip that is in excess of twelve (12) days shall receive the standard number of days free from duty that were published on the bidline or as otherwise provided for in this agreement

b If a pairing, other than for an extended operation, is extended beyond twelve (12) consecutive days away from base due to unusual circumstances, unusual positioning, or operational necessity, the Flight Attendant will receive a compensatory day off for each day away from base over twelve (12), to be taken in that bid period or the next bid period

3 Additional Duty Days (ADD)

ADD days provide availability to bring a schedule up to applicable guarantee ADD days may be used during the construction of bidlines, in a bid period in which a Flight Attendant has vacation, and to resolve lead-in trip conflicts as outlined in C 2 below A Flight Attendant with ADD days may pick up or be assigned open-time to replace ADD days as outlined in C 5 and D below A Flight Attendant who has not picked up or been assigned open-time may be converted to reserve status on ADD days between 0001 and 1900 local base time the day prior An ADD day will be credited for bidline construction purposes using reserve day credit as specified in Section 4 I Compensation

C Schedule Conflicts

1 Make-up Days (MUD)

Upon award of a Flight Attendant's schedule and during the bid period, his or her schedule may be adjusted due to conflicts with a lead-in trip, contractual legalities, leaves of absence, training, and other events If the resulting adjustments reduce a Flight Attendant's bid period credit projection below his or her original bidline value, his or her schedule will be coded with MUD days on the days of the originally scheduled trip(s) lost, and will reflect a credit deficit Such Flight Attendant shall be required to restore credit or

days of availability from open-time to the original bidline value or to the original number of duty days on the Flight Attendant's awarded bidline Notwithstanding this requirement, a Flight Attendant may request not to restore to his or her original bidline value Such approval is subject to Crew Scheduling discretion

a A Flight Attendant's bid period credit deficit will be available via the IVR A Flight Attendant with a credit deficit in his or her next bid period may restore lost credit and days up to four (4) hours more than the original bidline value by picking up open-time during the SAP on MUD days, or any days off in his or her schedule A Flight Attendant who has not picked up or been assigned open-time to eliminate MUD days is subject to assignment on the days of the originally scheduled trip(s) Make-up days may not be converted to reserve status

b If a Flight Attendant does not wish to be assigned to MUD days or pick up open-time, he or she may request to forfeit pay for that pairing and the value of the pairing will be deducted from the Flight Attendant's bid period credit which may subsequently reduce his or her bid period guarantee Dropping below seventy-five (75) credited hours is subject to Crew Scheduling discretion

c For every day or four hours and ten minutes (4 10) credited hours awarded from open-time or training, one MUD day will be removed from the bidline

d Once a Flight Attendant is awarded or assigned sufficient credit or days, all remaining MUD days shall be removed from his or her schedule

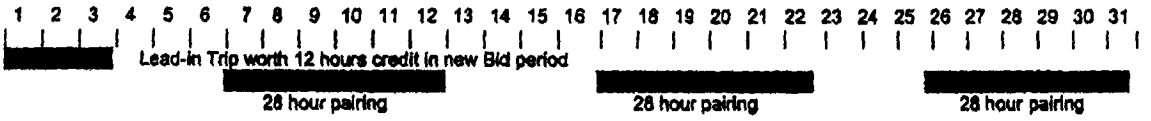
2 Lead-in Trip Conflicts

a When a lead-in trip from one bid period conflicts with the bidline for the next bid period, the new bidline will be adjusted to accommodate the lead-in trip

b If a lead-in trip, other than a volunteer pick up for credit above bidline value, causes a Flight Attendant to have fewer than twelve (12) days off, he or she may waive his or her minimum days off and will be paid one and one half (1 ½) times his or her hourly rate above guarantee, in addition to all other compensation, for the portion of the lead-in trip which conflicts with the minimum day(s) off or may request the days he or she wishes to have restored as days off subject to critical days The requested days must either be consecutive days or may be single days in order to replace turn trips Such Flight Attendant must advise Crew Scheduling of such election prior to the SAP If he or she elects not to or fails to notify Crew Scheduling of his or her intent prior to this period, Crew Scheduling will restore the Flight Attendant's minimum days off in the bid period by removing a trip from the bidline subject to critical days A Flight Attendant whose days off are restored will be pay protected for the original published bidline credit and is subject to credit restoration provisions (Make-up days) described in this section

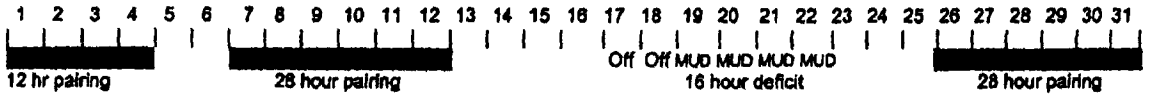
Example 1 A Flight Attendant has a lead-in trip that conflicts with minimum days off The new bid period lead-in trip credit value is twelve (12 00) hours The Flight Attendant elects to waive minimum days off and fly his entire schedule

Original bid award showing lead-in trip which conflicts with minimum days off Published bidline value is eighty-four (84) hours plus twelve (12) equaling ninety-six (96) hours bidline value Credited hours on the 2nd and 3rd (8 20 hrs) will be paid above the guarantee at time and a half Total pay for bid period including loss of days off would be eighty-two (82) hours at straight time and twenty-two hours and twenty minutes (22 20) hours at one and one half (1 ½)



Example 2 Using the same schedule in example 1 above, the Flight Attendant requests restoration of the days off on the 17th and 18th

This revised schedule shows inclusion of lead-in trip credit, restoration of days off and assignment of MUD days Bidline value is eighty-four (84) hours (sixty-eight [68] hours flight credit + sixteen [16] hours pay protection for MUD)



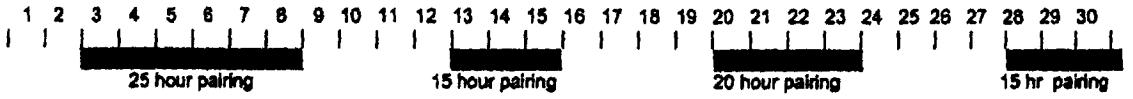
c If a lead-in trip conflict causes a Flight Attendant awarded a reserve bidline to lose days off, these days will be restored in the bid period The Company will consider the Flight Attendant's request for specific days off with the exception of critical days

d If a lead-in trip causes a Flight Attendant to exceed ninety (90) credited hours in the new bid period, he or she will have the option of keeping the additional hours of the lead-in trip or dropping a trip scheduled later in the bid period in order to drop below ninety (90) credited hours However, the trip dropped must bring his or her credit as close as possible to the published bidline value He or she must notify scheduling prior to the SAP of his or her option and designate which trip will be dropped, subject to critical days If he or she elects not to or fails to notify Crew Scheduling of his or her intent prior to this period, Crew Scheduling will reduce the Flight Attendant's credited hours to below ninety (90), by removing a trips(s) or portion of trip(s) from the bidline, subject to critical days

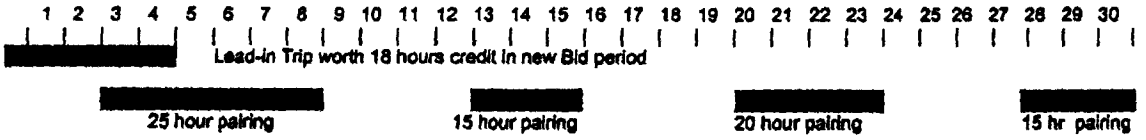
In the case of a standard or composite bidline holder whose published bidline value is less than seventy-five (75) hours, such Flight Attendant must restore credit equal to or up to four (4) hours greater than the published bidline value or days

Examples

Original bid award 75 credit hours and 14 days off



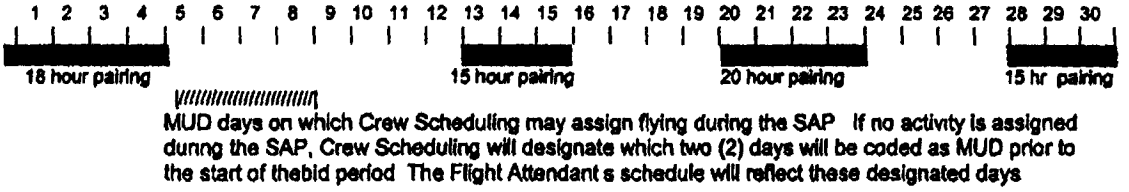
Original bid award showing conflict with Lead-in Trip



The adjusted schedule's new credit value is sixty-eight (68) hours, and has lost two (2) days of utilization Such awarded Flight Attendant is responsible to restore at least seven (7) hours credit or two (2) days of utilization on any days off she or he wishes For instance, a seven (7) hour "turn" is available on the 8th of the month, or a two (2)

day pairing worth five hours and thirty minutes (5 30) is available on the 10th Either pairing would satisfy the Flight Attendant's responsibility

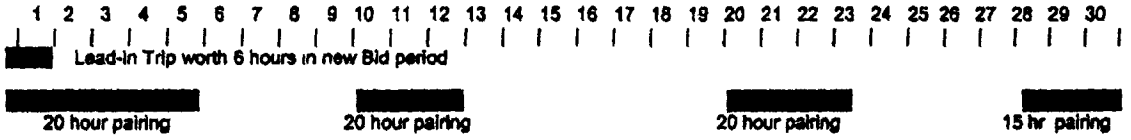
If a trip is not requested by the Flight Attendant, Crew Scheduling may assign a pairing between the 5th and the 8th (see next example), which were days he or she were originally scheduled to fly



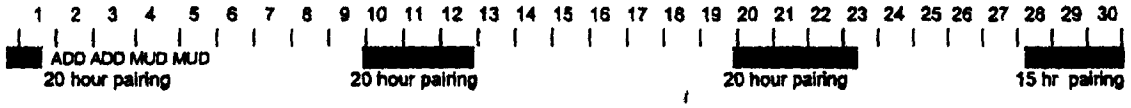
e If a lead-in trip conflict results in a credit deficit and assignment of MUD, such Flight Attendant must attempt to restore such deficit during the SAP or will be subject to the conversion of MUD days to ADD days only on the first three (3) days of the bid period associated with the lead-in trip All other deficits may be restored during the bid period

Example A Flight Attendant has a lead-in trip which conflicts with the first day of a five (5) day pairing scheduled to depart on the first day of the bid period The Flight Attendant is unable to restore credit during the SAP. Crew Scheduling may convert the 2nd and 3rd day of the originally scheduled trip to ADD The 4th and 5th day of the originally scheduled trip will be coded as MUD

Original bid award showing a conflict with a lead-in trip



Adjusted schedule showing use of ADD and MUD days due to lead-in trip conflict



3 Legality and Training conflicts

When credited hours are lost due to contractual and regulatory conflicts or training conflicts, such Flight Attendant will have the opportunity to restore the credit or days lost during the SAP and during the bid period The Flight Attendant will be paid for the originally scheduled trip or the credited hours resulting from reassignment and/or training, whichever is greater

4 Vacation Conflicts

If a trip(s) conflicts with a Flight Attendant's vacation period, the following may occur

a A Flight Attendant may be required to fly the portion of the trip(s) which does not conflict with his or her vacation period If Crew Scheduling determines that it is not feasible to keep the Flight Attendant on the remainder of his or her trip(s), the trip(s) will be removed and such Flight Attendant will have the opportunity to restore credit or days lost during the SAP or request ADD days as outlined in Vacation Section 19 H a iii The Flight Attendant will be credited with the appropriate vacation credit for each vacation day A Flight Attendant will always be paid at least guarantee in a vacation bid period subject to the provisions of Section 19 Vacation, unless the Flight Attendant has made other voluntary adjustments to his or her schedule or indicated his or her desire to be paid less than guarantee

b If the first or last day of a trip conflicts with the first or last day of a vacation period, the Flight Attendant may elect to fly the entire trip and be credited for the vacation day The Flight Attendant's intent must be conveyed to Future Scheduling by the date and time listed on the bid package calendar

5 Schedule Adjustment Period (SAP)

The SAP is a period of time which begins after a Flight Attendant's schedule is adjusted due to bid period schedule transition conflicts and terminates prior to the beginning of a new bid period Flight Attendants who have a credit deficit and owe MUD days, or have schedules which contain ADD days, and/or who wish to pick up additional open-time in the new bid period may do so during the SAP

a During the SAP, all open-time at that time will be made available for credit restoration and bidline improvement for a minimum period of forty-eight (48) hours known as the open-time window Dates and time period of the open-time window will be identified on the monthly bid package calendar At the conclusion of this period, the open-time scheduler will process requests submitted, by seniority, by base, in the following order;

i Flight Attendants with a credit deficit who submit requests for open-time

A Flight Attendant with a deficit may restore credit up to four (4) hours greater than his or her applicable bidline value or bidline guarantee These requests will be awarded in seniority order

Example 1 A Flight Attendant has an original bidline value of seventy-seven (77) hours She loses seventeen (17) credited hours due to a lead-in trip conflict She submits multiple requests, in order of preference, for available trip(s) with the following values,

Pairing 1 Eight (8) hours,
Pairing 2 Ten (10) hours,
Pairing 3 Twenty (20) hours,
Pairing 4 Five (5) hours

The Crew Scheduler will award trips in preference order from requests submitted to restore her lost credit as close to her original bidline value as possible In this example, pairing 1 and 2 would be awarded (if available) and the Flight Attendant's adjusted bidline value would be seventy-eight (78) hours If pairing 1 was

available and pairing 2 was unavailable, then pairing 1 and pairing 4 would be awarded and the adjusted bidline would be seventy-five (75) hours

ii Flight Attendants with a credit deficit who do not submit requests for open-time trips or were unsuccessful in restoring credit in i above

A Flight Attendant may be assigned credit up to four (4) hours greater than his or her applicable bidline value or bidline guarantee Crew Scheduling may assign open-time only on MUD or ADD days If Crew Scheduling does not assign open-time on such days, the MUD or ADD days will remain on his or her schedule and such Flight Attendant will be subject to potential assignment as outlined elsewhere in this section When assigning open-time to Flight Attendants with credit deficits, the Company will utilize the following order

aa Flight Attendants on MUD days in order of highest to lowest deficit,

bb Flight Attendants on ADD days in order of highest to lowest deficit,

cc When a Flight Attendant has both MUD and ADD days, and has the same credit deficit as a Flight Attendant with only MUD days or a combination of both ADD and MUD days, the pairing will be assigned in inverse seniority order

iii A standard and composite bidline holder interested in picking up open-time to increase his or her bid period credit

A Flight Attendant must designate how much additional time is requested During the SAP, a Flight Attendant may request up to ninety (90) credited hours or one (1) additional trip, whichever is greater Notwithstanding this maximum, the Company may raise this maximum in any bid period by indicating the new maximum on the monthly bid package

Example A Flight Attendant indicates that he or she wishes to bid for up to ninety (90) credited hours He or she may submit multiple requests in order of preference for available trips The Company will award trips in order of the Flight Attendant's preference until sufficient trips have been awarded to get him or her as close to ninety (90) credited hours as possible

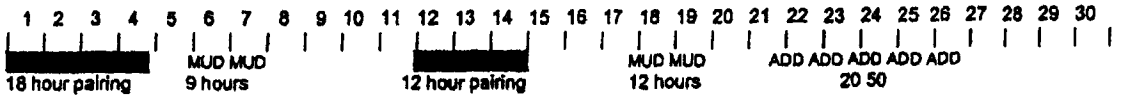
D Make-up Days (MUD) and Additional Duty Days (ADD) credit restoration procedures after the SAP

1 If not assigned flying during the SAP, a Flight Attendant who has MUD or ADD days in her or his schedule may continue to request open-time trips or open-time trades to replace such days

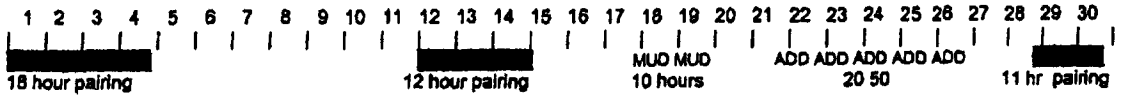
a For every day or four hours ten minutes (4 10) credited hours picked up or assigned from open-time or training, one MUD or ADD day will be removed from the Flight Attendant's bidline If credit is not picked up on the days of the originally scheduled trip, MUD, then ADD days will be removed starting with the first cluster of days which matches the number of days picked up A Flight Attendant may request the days he or she wishes to replace Such request must be identified on the open-time form and is subject to Crew Scheduling's discretion

Example A Flight Attendant on a composite bidline has MUD days on the 6th and 7th and the 18th and 19th due to cancellation of charters, and ADD days the 22nd through the 26th He picks up a two (2) day pairing on the 29th and 30th and does not request which MUD days to replace Crew Scheduling will remove the MUD days on the 6th and 7th and reduce the MUD deficit remaining by two (2) days

1) Bidline value 71 50 16 duty days, 30 00 pairing credit and 41 50 credit deficit (MUD=21 00 ADD=20 50)
This bidline is paid at the guarantee of 75 00 hours



2) Projected Bidline value 71 50, 16 duty days 41 00 pairing credit and 30 50 credit deficit (MUD=10 00, ADD=20 50)
This Bidline is paid at the guarantee of 75 00 hours



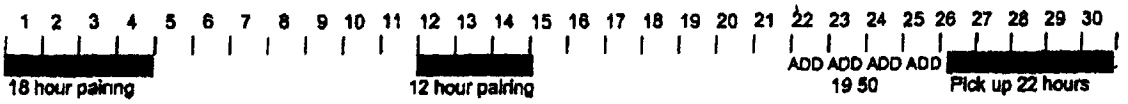
If ADD credit is not restored and the Flight Attendant is not assigned flying or reserve on an ADD day, there is no credit earned for such day The following examples are based on projected credit To calculate actual credit earned at the end of the bid period, subtract the remaining ADD day credit from the projected bidline value Such bidline holder, however, will not receive less than the bid period guarantee

The credit deficit is not prorated on a daily basis Each trip or portion of a trip missed will create a deficit which is applied over the original days of the lost flying Such days are coded MUD The deficit may be restored by picking up the same number of days as the days coded MUD, or by picking up the same amount of credit as that of the deficit

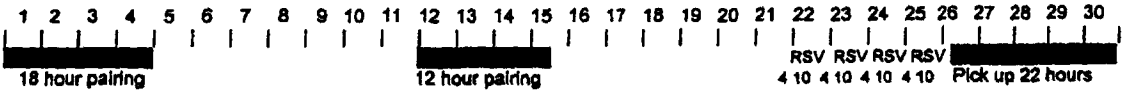
Picking up a one day trip of any credit value will, at a minimum, reduce a like number of MUD or ADD days Once a sufficient amount of credit is picked up to meet or exceed the deficit, however, any remaining MUD or ADD days will be removed from the schedule

Examples

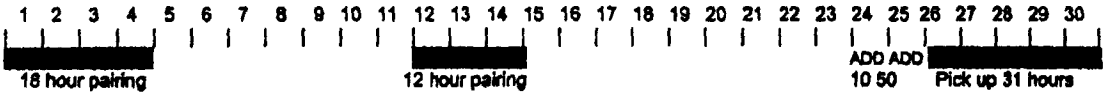
1) The same schedule (from previous example) with five (5) day twenty two (22) hour trip pick up
Projected Bidline value 71 50, 16 duty days 52 00 pairing credit and 19 50 credit deficit (MUD=0 ADD=19 50)
This Bidline is paid at the guarantee of 75 00 hours



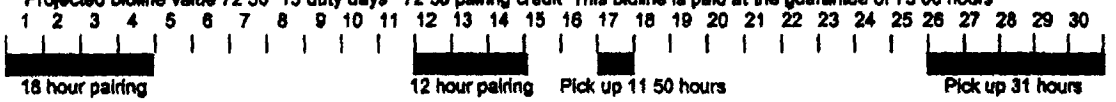
2) Same schedule with a five (5) day, twenty-two (22) hour trip pick up, ADD days converted to reserve
Projected Bidline value 68 40, 16 duty days 52 00 pairing credit 16 40 RSV credit and 0 credit deficit (MUD=0 ADD=0) This Bidline is paid at the guarantee of 75 00 hours



3) Same schedule with a five(5) day, thirty-one (31) hour trip pick up
Projected bidline value 71 50 14 duty days 61 00 pairing credit, and 10 50 credit deficit (ADD)
This bidline is paid at the guarantee of 75 00 hours



4) Same schedule with a five (5) day thirty-one (31) hour trip pick up and one (1) day eleven hours and fifty minutes (11 50) trip pickup
Projected bidline value 72 50 13 duty days 72 50 pairing credit This bidline is paid at the guarantee of 75 00 hours



b If a Flight Attendant restores the originally scheduled trip credit hours in a portion of the originally assigned days, then he or she will not be required to be available on the remaining days of the originally scheduled trip Conversely, if the Flight Attendant requests or is assigned a trip (s) and/or training which is the same number of days as the originally scheduled trip but not the same credit value, the Flight Attendant will not owe additional availability for the originally scheduled trip

Example 1 If a three (3) day trip worth twenty (20) credited hours cancels, and the Flight Attendant was reassigned a two day trip worth twenty (20) credited hours, there will be no availability required on the third day

Example 2 A Flight Attendant loses a three (3) day trip worth twenty (20) credited hours and the Flight Attendant's bid period projection is reduced from seventy-five (75) to fifty-five (55) credited hours A Flight Attendant may elect to pick up, or be assigned, a three (3) day trip worth fifteen (15) hours and the flight attendant will be paid the seventy-five (75) hour guarantee

2 If a Flight Attendant does not wish to be assigned on MUD days or pick up open-time, he or she may request to forfeit credit protection for that pairing and the value of the pairing will be deducted from the Flight Attendant's bid period credit which may subsequently reduce his or her seventy-five (75) hour guarantee Approval to drop below seventy-five (75) hours is subject to Crew Scheduling's discretion

Example A Flight Attendant's projected bidline credit at the beginning of the bid period is eighty-eight (88) hours On the 8th of the month she is informed that her pairing on the 15th and 16th of the month has been cancelled The Flight Attendant loses twenty (20) credited hours due to the pairing cancellation and her projected bid period credit is now sixty-eight (68) hours Since she is credit protected for the value of the pairing (20 00 hours), she is expected to remain available for assignment This Flight Attendant subsequently requests relief from assignment Due to available reserve coverage, Crew Scheduling grants the request and the Flight Attendant's bid period guarantee is reduced to sixty-eight (68) hours

3 Crew Scheduling may assign open-time to Flight Attendants on MUD or ADD days A Flight Attendant on a MUD or ADD day who has not been assigned and notified of a pairing assignment prior to 1900L base time the day before, must contact Crew Scheduling or the IVR between 1900L and 2200L base time the day prior to each MUD or ADD day for notification of assignment A Flight Attendant who has a MUD day may be assigned a pairing, training, or will be released until the next MUD or ADD day call-in period A Flight Attendant who has an ADD day may be assigned a pairing, training, reserve status, or will be released until the next MUD or ADD day call-in period

4 If a Flight Attendant is unable to contact Crew Scheduling or the IVR during the applicable MUD or ADD day call-in period because he or she is on a trip during this period, she or he must contact Crew Scheduling or the IVR within three (3) hours after release of duty for his or her next potential assignment

5 A Flight Attendant who loses time during the TAP may contact Crew Scheduling to pick up or be assigned replacement open-time if available

E Credit protection

In the event a Flight Attendant involuntarily loses all or any part of his or her awarded version of any pairing(s) on his or her original or adjusted bidline, including any voluntary adjustments to the bidline during the bid period, he or she shall receive pay and flight time credit for the originally scheduled trip or the actual pairing(s) flown, whichever is greater However, such credit protection is predicated upon the Flight Attendant's availability for reassignment during the days of the originally scheduled trip If the Flight Attendant has been awarded or assigned activity and/or days of equal or greater days than the originally scheduled trip, the Flight Attendant will be paid and credited the time of the originally scheduled trip or the replacement pairing whichever is greater

Pay protection will be at straight time rates Earned credit which exceeds eighty-two (82) hours for the bid period will be paid at one and one half (1 ½) The only premium pays protected are Language and Senior position pays

F Order of assignment

1 Open-time that is not awarded through bid will be assigned during the TAP in the following order, by base, by qualification

a A Flight Attendant who has MUD or ADD days on his or her schedule This assignment may not conflict with days off or other trip assignments When assigning open-time to Flight Attendants with credit deficits, the Company will utilize the following order

i Flight Attendants on a MUD day in order of highest to lowest deficit,

ii Flight Attendants on an ADD day in order of highest to lowest deficit,

iii When a Flight Attendant has both MUD and ADD days, and has the same credit deficit as a Flight Attendant with only MUD days or a combination of both ADD and MUD days, the trip(s) will be assigned in inverse seniority order

b Volunteers A Flight Attendant may volunteer for additional flying during the bid period A Flight Attendant electing to volunteer may contact Crew Scheduling to list the days and/or trip(s) he or she is willing to fly During the TAP, Crew Scheduling may contact volunteers for potential trip assignment Volunteers may be assigned open-time at Crew Scheduling's discretion if there is insufficient reserve coverage at the base in the following order among those who are available

i Seniority order, in base, by qualification (if available)
aa with no duty conflict,
bb with duty conflict

ii Seniority order, out of base, by qualification (if available)
aa with no duty conflict,
bb with duty conflict

A Flight Attendant who accepts an out of base assignment on a volunteer basis will be compensated as if the trip was originating and terminating at his or her base (e g positioning, per diem, etc)

c A Flight Attendant on reserve status

Reserve bidline holders will be assigned based on availability, using lowest credited hours bid period to date, on days of reserve as outlined in Section 15 Reserve All other Flight Attendants who pick up or have been assigned reserve status on ADD days will be assigned using projected credited hours for the bid period

2 Irregular Operations

Assignment of disrupted or uncovered flight segments or trips will be covered as expeditiously as possible to effect as close to on-time departures as practicable Crewing decisions are based on logistics, Flight Attendant availability, and time available to crew A Flight Attendant will be guaranteed pay and credit for his or her originally scheduled trip or trip actually flown, whichever is greater

a Order of assignment during an irregular operation may be amended in the following order, time permitting
i Re-routing or re-scheduling of crews at the field, field standby reserves, reserves, or volunteers,
ii Drafting,
iii Qualified management

b During a declared irregular operation, the Senior Flight Attendant or designee, will be the primary contact person for communication between Crew Scheduling and a Flight Attendant crew who has reported for or is currently operating a trip

G Re-schedules or Re-routes

1 The Company may re-schedule a Flight Attendant or crew to other flying only on the days of his or her originally scheduled trip If less than the entire crew is needed, the Company may request a volunteer(s) prior to assigning in inverse order of seniority

2 The Flight Attendant will be paid and credited for the scheduled time of his or her originally scheduled trip or the actual time of the re-scheduled or re-routed trip flown, whichever is greater

3 The Company will attempt to return a re-scheduled Flight Attendant to his or her pairing if economically or logistically feasible

4 A re-scheduled or re-routed trip should not exceed the Flight Attendant's originally scheduled trip by more than four (4) credited hours, nor cause him or her to exceed ninety (90) credited hours The ninety (90) hour limit includes original bidline value, open-time adjustments to eliminate MUD and/or ADD days, and any other Company assigned time Other voluntary open-time pick up is excluded A Flight Attendant who is re-scheduled may elect to waive this provision in order to operate the trip

H Drafting

After exhausting the provisions of the order of assignment, the Company may assign uncovered trips in inverse order of seniority among those Flight Attendants on days off, subject to the following procedures

1 By inverse order of seniority, in base, by qualification (if available)
  a with no duty conflict
  b with duty conflict

2 By inverse order of seniority, out of base, by qualification (if available)
  a with no duty conflict
  b with duty conflict

3 By geographical location at a non-base originating point of a Flight segment by qualification (if available)
  a with no duty conflict
  b with duty conflict

4 Drafting may be accomplished the day before, or the day of the uncovered trip departure

5 A Flight Attendant who has previously been drafted in the current bid period will initially be bypassed, but may be drafted if there are no other Flight Attendants available for the assignment

6 A Flight Attendant who is drafted will report as soon as practicable

7 Only a Flight Attendant who is eligible in accordance with the terms of this agreement may be drafted

I Schedule Confirmation

1 A Flight Attendant will make every effort to contact the IVR to confirm his or her showtime and assignment particulars for an originating pairing or assignment before 1800L base time the day prior to the assignment

2 A Flight Attendant with MUD or ADD days who has not been assigned and notified of an assignment prior to 1900L base time the day before such day, must contact Crew Scheduling or the IVR in accordance with the provisions in D above

3 If a Flight Attendant has not confirmed for his or her pairing within the prescribed guidelines, Crew Scheduling will attempt to contact him or her at least once at the primary telephone and/or pager number provided If Crew Scheduling is unable to contact the Flight Attendant, he or she will be removed from the assignment

J Flight Delays

1 When a Flight Attendant's flight is delayed for any reason, and positive contact with the Flight Attendant has been made at least ninety (90) minutes prior to the originally scheduled or re-scheduled showtime or before the Flight Attendant leaves home or a hotel, his or her duty period will commence at the re-scheduled showtime

2 If a Flight Attendant has reported for duty at a Flight Attendant base for an originating trip which begins with a revenue flight, or deadhead or ferry into a revenue flight, and a delay occurs which is projected by the Systems Operations Center (SOC) Duty Manager for four (4) hours or more beyond the scheduled departure time, the Company shall make every effort to promptly provide hotel accommodations or will provide a release period for the Flight Attendant to leave the airport Such Flight Attendant must provide a contact number Once the Flight Attendant's duty day is projected to exceed the maximum actual on duty as prescribed in Section 13 B 1 Hours of Service, Crew Scheduling will begin to replace such Flight Attendants or may re-route them In the event there are a limited number of replacements, the option to be released will be extended in seniority order, by position Such Flight Attendants may be required to remain on duty until replaced or until projected to reach the actual duty limit.

3 If a delay occurring away from a Flight Attendant base is projected for four (4) hours or more, the Company will provide hotel accommodations, if available, for the Flight Attendants It will be the Company's option whether to continue the same duty period or to release the Flight Attendant and provide minimum rest, set a new showtime and start a new duty period

K Equipment Substitutions and other crew reductions

1 If the scheduled equipment on a flight, series of flights or a pairing, is downgraded and/or the required crew complement is subsequently reduced, a reduction in crew complement will be accomplished in the following order until the required number has been met

a Removal of reserve Flight Attendants

b Crew Scheduling will then offer to remaining Flight Attendants, in seniority order, considering required qualifications, the opportunity to be removed from the flight(s) The Flight Attendant(s) removed will be available for assignment on the days of the originally scheduled trip A trip assignment for the same day may be given at time of release and must be in accordance with the provisions of Section 13 Hours of Service Days not assigned will be coded as MUD days The Flight Attendant will receive pay and credit for her or his originally scheduled trip or any reassigned trip flown, whichever is greater If no Flight Attendant accepts this opportunity, the most junior Flight Attendant(s) will be removed

2 A Flight Attendant removed from a trip which is subsequently reinstated may be reassigned his or her originally scheduled trip if he or she has not yet confirmed for other flying assigned on or for the MUD day(s), and the pairing has not been picked up or traded for in open-time

L Company Convenience Replacement

When a Flight Attendant is replaced by management personnel or a trainee, or any Company selected employee on any flight, the Flight Attendant shall receive pay and credit for the scheduled value of the trip (s) if he or she remains available for his or her original assignment up to departure time of his or her originally scheduled trip The replacement will be offered in seniority order, when applicable A Flight Attendant awarded a Luxury Service Trip shall not be replaced for Company convenience

M Conversations with Crew Scheduling

Telephone conversations with Crew Scheduling (with the exception of managers) will be recorded Crew Schedulers must identify themselves when calling All taped recordings will be kept by the Company for a minimum of ninety (90) days In the event of a dispute, the Union, upon request, is entitled to listen to and receive a copy of the conversation Copies of the conversation will be kept by the Company and the Union until the dispute has been settled

N Preferential Bid Systems

During the term of this agreement, the Company and the Union reserve the right to explore and discuss other bidding alternatives such as a preferential bidding system The MEC Scheduling Chairperson and other Union representatives will be invited to meetings scheduled by the Company with individual vendors

O Scheduling Manual

The Company and the AFA Scheduling committee will make every effort to develop an initial draft of a Scheduling Manual within one-hundred twenty (120) days after ratification of this agreement This manual will become an addendum to this agreement and will provide greater detail and examples concerning the provisions in the following Sections Section 8 Seniority and Probation, 11 Moving Expenses, 12 Scheduling, 13 Hours of Service, 14 Voluntary Schedule Adjustments, 15 Reserve, 16 Variable Guarantee and Part-time Programs, and 19 Vacation This manual will include a "Question and Answer" format Interpretations and examples used in the Manual will be agreed to by both parties and will be updated and revised as necessary A copy will be distributed to Flight Attendants, Inflight management and Crew Schedulers

P Layover Responsibilities

1 A Flight Attendant electing to stay at other than Company provided accommodations for personal reasons will do so at his or her own expense and will provide Crew Scheduling or the Senior Flight Attendant with a contact number

2 If a Flight Attendant will not be checking into the hotel at the expected time, he or she must contact Crew Scheduling or the Senior Flight Attendant with contact information and expected time of arrival to the hotel

Q Log Approval

1 A Flight Attendant may arrange for alternate positioning for the beginning and/or end of a pairing, provided he or she obtains a log approval number from Crew Scheduling, and it is at no additional cost to the Company Log approval generally will be given as long as the parameters of this Agreement are met A Flight Attendant must ensure he or she has at least one back-up flight available to ensure he or she can report for showtime A Flight Attendant must generally provide twenty-four (24) hour notification to Crew Scheduling The Flight Attendant's original schedule shall not be affected

2 A Flight Attendant wishing to take alternate positioning will contact Crew Scheduling, preferably between the hours of 1 00 - 5 00 p m INDL, Monday through Friday Crew

Scheduling will provide the Flight Attendant with a log approval number and the reference airfare for the pairing based on positioning to and from base against which the positive or negative airfare charges will be established The Flight Attendant will reimburse the Company for any deficit balance for the pairing

R Positioning or Deadheading

1 At the time of booking, the Company will attempt to schedule positioning on the most direct flight to the destination, using the following considerations positioning on ATA flights, other carriers with interline or discount agreements, seat availability, back-up flights, rest time, and cost considerations Notwithstanding the above, the Company will not be required to position Flight Attendants on a carrier where no interline or discount agreement exists Cost will not be a factor when the difference in cost of the direct flight is twenty-five dollars ($25) or less

2 When positioning Flight Attendants by air transportation, the Company will make every effort to position Flight Attendants on the last available departure which would provide the crewmember with at least minimum rest at destination before next departure and would provide the Flight Attendant with a back up flight Notwithstanding the above, the Company will not be required to position Flight Attendants on a carrier where no interline or discount agreement exists

3 The Company will book non-smoking seats when positioning a Flight Attendant on an international flight

4 The Company will attempt to position a Flight Attendant on air carriers whenever practicable When air travel is not practicable, ground transportation may be used Reasonable rest stops will be provided upon request

5 A Flight Attendant will not be required to position on a jumpseat if the deadhead flight time is scheduled to be over four (4) hours

6 Generally, the Company will book all crewmembers on the same assignment in the same class of service

Section 13: Hours of Service

A Duty Period

1 A Flight Attendant's duty period shall commence at the designated showtime at the airport and shall end at the conclusion of the allotted debrief time after block-in time (thirty minutes-international, fifteen minutes-domestic), or when released, whichever is later The Senior or most senior Flight Attendant will confirm with scheduling when the actual release time is later than the scheduled debrief time and will affect required rest or duty times

2 Showtime

a L1011 revenue flights	One hour and thirty minutes (1 30) prior to scheduled or rescheduled flight departure time
b B727 and B757	One hour and fifteen minutes (1 15) revenue flights prior to scheduled or rescheduled flight departure time
c Military flights	Two hours (2 00) prior to scheduled or rescheduled flight departure time (including front-end ferry).
d Domestic Positioning/ Deadheading/Surface And Ferry	One hour (1 00) prior to flight departure at the appropriate ticket counter or departure point
e International positioning/ Deadheading/Ferry originating in United States	One hour and thirty minutes (1 30) prior to flight departure at the appropriate ticket counter or departure point
f Positioning or Deadheading/Ferry outside US	Two hours (2 00) prior to flight departure at the appropriate ticket counter or departure point
g Special Service Flights	The showtime for a particular flight or sequence of flights may vary due to additional preparation time prior to departure Such showtimes will be published with the pairing details when available

h Showtimes on pairings may not be scheduled with less than the allotted times, however, the showtime for a particular flight may be reduced up to thirty (30) minutes due to irregular operations A showtime in a base will not be reduced to circumvent augmentation

3 A Flight Attendant who has not reported by the designated showtime but who subsequently shows prior to departure will be allowed to take her or his trip, provided there will be no delay of the trip as a result of the late show A reserve who has reported to the airport and who is not subsequently assigned the trip will be assigned either field standby or will remain on two (2) hour callout status for the duration of the availability period

B On duty Time Limitations

1 A crewmember who flies a flight during an on duty period will not be scheduled to exceed the maximum scheduled on duty limits nor be required to remain on duty in excess of the actual maximum on duty limits set forth below

a <u>On Duty Periods containing only Domestic Flying</u>

Maximum scheduled on duty time	Fourteen (14) hours
Maximum actual on duty time	Sixteen (16) hours

<u>On Duty Periods for domestic "Day-Trip" service i e, Ambassadair, etc</u>

Maximum scheduled on duty time	Sixteen (16) hours
Maximum actual on duty time	Eighteen (18) hours

<u>On Duty Periods containing International flying</u>

Maximum scheduled on duty time	Seventeen (17) Hours
Maximum actual on duty time	Nineteen (19) Hours

b A Flight Attendant, on a voluntary basis, may accept or continue a specific flight assignment that exceeds these scheduled or actual limitations All premium pays will apply

c A Flight Attendant may request an extension of his or her duty period for personal reasons (i e an earlier deadhead to base) Crew Scheduling should generally receive twenty-four (24) hour notification and shall approve such extension, providing it is at no additional Company cost The Flight Attendant's subsequent schedule shall not be affected

2 Positioning or Deadheading

a A Flight Attendant may be scheduled for eighteen (18) hours maximum for international flying and fifteen (15) hours maximum for domestic flying if the entire duty period consists solely of positioning

b A Flight Attendant engaged in positioning is not considered part of a working crew, but shall be on duty Positioning shall at no time be construed as crew rest

c Positioning into a pairing without a scheduled minimum crew rest will be part of the duty period

d A Flight Attendant's duty period shall end at the scheduled arrival time as displayed in the carrier's timetable, or actual time if deviation is one hour or more If one hour is exceeded, then the entire elapsed time will be credited for pay purposes

e When a Flight Attendant's pairing originates out of one airport and terminates at another airport serving a base, the deadhead time between the two airports will be duty time

f Co-terminals

i In certain geographic areas served by more than one airport, establishment of co-terminal operations may be appropriate for both the Company and the Flight Attendants

ii The Company shall notify the Union if it wishes to designate a base as a co-terminal Details of the co-terminal operation will be negotiated between the Company and the Union for a minimum of fifteen (15) business days If no agreement is reached, either party may require that the parties submit the open issues surrounding the co-terminal operations to interest based arbitration, using the services of a mutually acceptable arbitrator or a member of the panel as outlined in Section 22 Grievance Procedure and System Board The arbitrator will agree to render a decision in a timely manner The co-terminal operation will not take effect until after the decision

iii The co-terminals in existence at the time of signing this agreement are JFK-LGA and ORD-MDW

3 Hotel Transportation

The amount of time required for surface transportation to or from a hotel that exceeds one hour shall be considered part of the Flight Attendant's actual duty period The time in excess of one (1) hour will be added to the duty period

C Flight Hour Maximums

1 Domestic A Flight Attendant may be scheduled up to eight (8) hours flight time in a single duty period

International A Flight Attendant may be scheduled up to twelve (12) hours flight time in a single duty period

2 The MEC Scheduling Chairperson for the Union or his or her designee and the Crew Planning Department may, on a case by case bid period basis, agree to different domestic or international flight time maximums on a pairing

3 A Flight Attendant shall not be scheduled nor be required to exceed more than ninety (90) credited flight hours per bid period However, a Flight Attendant may volunteer and bid for additional flight time Notwithstanding the ninety (90) credited flight hour maximum, a Flight Attendant will complete his or her last trip of the bid period if the additional time is because of voluntary pick up or overfly time A Flight Attendant who is eligible and wishes to be removed from a trip will notify Crew Scheduling at least twenty-four (24) hours prior to departure

D Minimum Rest

1 Rest begins at time of release from a flight until required showtime for the next flight Rest is free of all duty Flight Attendants will be scheduled for and receive rest periods as follows

Scheduled duty Period	Scheduled Minimum Rest Period	Actual Required Rest Period	Rest Period Following Required Rest
Under 12 hours	9 hours	8 hours	10 hours
12 01 - 14 hours	10 hours	9 hours	11 hours
14 01 - 16 hours	14 hours	13 hours	15 hours
16 01 - 17 hours	16 hours	14 hours	16 hours

Minimum rest may be reduced to actual required limits only after a delay or an irregular operation for the purpose of minimizing a delay to, or protecting a Flight Attendant's next scheduled departure

2 Upon return to base, after a Flight Attendant has flown a pairing containing a transoceanic duty period which transverses four (4) time zones, he or she must be scheduled for a minimum rest period of at least twenty-two (22) hours and must receive a minimum of twenty (20) hours rest

3 A Flight Attendant must be released for twenty-four (24) consecutive hours free from duty every seven (7) days This rest period is not required to be taken in base

4 The Company may not contact a Flight Attendant by phone or message during a minimum rest period other than within one (1) hour of the Flight Attendant's scheduled showtime except

a To notify a Flight Attendant of a "family" type emergency

b To notify a Flight Attendant of a delayed showtime for the next flight segment

5 Positive contact by Crew Scheduling or Inflight Management during rest periods greater than the minimum rest required will generally be within the first three (3) hours of the rest period or the last three (3) hours of the rest period provided that at least the minimum rest period required is received

6 Contact by the Company which is requested by the Flight Attendant shall not apply to paragraphs 4 and 5 above

E Days Off

1 A day off is a calendar day of twenty-four (24) consecutive hours free from all duty with the Company, in base, commencing at 0001 hours local

2 A Flight Attendant shall receive a minimum of twelve (12) days off in a bid period, unless he or she voluntarily works or attends training on one of these days off, except as otherwise provided for in this Agreement

F Rest Seats

1 On all existing Hawaii turns and international flights of eight (8) hours or more scheduled flight time within a single-duty period, excluding military charter flights, the Company shall designate crew rest seats as follows

L1011-100	Two (2) adjoining customer seats in the last row of B Zone, not in the center section In addition, two additional seats may also be designated as crew rest seats but shall not limit revenue capacity Such additional seats shall be assigned last and when possible will only be assigned at the gate
L1011-500	Two (2) adjoining customer seats in the last row of C Zone, not in the center section In addition, two additional seats may also be designated as crew rest seats but shall not limit revenue capacity Such additional seats shall be assigned last and when possible will only be assigned at the gate
757	Two (2) adjoining customer seats in the last row of A Zone
727	Two (2) adjoining customer seats in row 30

The Company will clearly designate these seats as "For Crew Use Only" Excluding the two (2) additional L-1011 seats, crew rest seats will not be sold, assigned to deadheading or other employees, or non-revenue passengers

2 The Senior Flight Attendant will coordinate with other members of the Flight Attendant crew to schedule breaks in order to insure such breaks do not detract from or lower the standard of service to our customers

3 When purchasing new aircraft, the Company will consult with the Union regarding required crew rest seats or bunks and compartments

4 While the Company intends to provide rest seats on all flights which fit the above criteria, if for some unforeseen reason either of two (2) crew rest seats are not available, excluding military charter flights and the additional L-1011 crew rest seats, each member of the working crew shall receive fifty dollars ($50)

5 The Company will continue its effort to obtain crew rest seat provisions when contracting with the military

G The Company will not build or assign a schedule consisting of Hawaii turn trips originating on consecutive calendar days A Flight Attendant however, may voluntarily schedule himself/herself to such trips in accordance with Section 14 Voluntary Schedule Adjustments

H The Company shall provide lodging for Flight Attendants whenever a ground stop is scheduled or projected for four (4) hours or more

Section 14. Voluntary Schedule Adjustments

A Open-Time

Open-time consists of trips published in the monthly bid package which did not fit into standard or composite bidlines, or became unassigned due to schedule conflicts or other reasons and trips constructed after publication of the bid package, field standby, reserve, and reserve-out-of-base assignments

Subject to staffing requirements, trips and/or positions constructed after publication of the bid package may be placed in the Balancing Time Pool and may not be available for bid for a Flight Attendant desiring to pick up or trade open-time solely for the purpose of increasing his or her bidline value

A Flight Attendant may bid for trips in open-time for credit deficit restoration, pick up, or trade, in accordance with Section 12 Scheduling and this section

1 Trips in open-time will be available for pick up and trade until three (3) days prior to the trip departure date, except for occasional trips which require special preparation (visas, etc) which may close a few days earlier

2 All requests must be properly submitted to Crew Scheduling in the required format. If a request to pick up or trade with open-time is in accordance with the terms of this agreement and the Scheduling Manual, and is legal under the Flight Attendant F A R s, the request will be approved

3 A Flight Attendant desiring to bid for open-time trips may review available pairings through various methods to be determined

4 Pick up of open-time trips may not interfere with a reserve bidline holder's scheduled reserve days All time picked up by a reserve bidline holder will be paid over the guarantee, however, this time will not be counted toward the bid period projection

5 Requests for the pick up, or trade with open-time trips must be submitted no later than 1000L IND three (3) calendar days prior to the origination date of the trip

Example A Flight Attendant wants to pick up an open-time trip which has a showtime of 0545L October 10th The request must be received by 1000L IND October 7th

6 Open-time will be posted for a minimum of twenty four (24) hours, time permitting, and will be awarded daily for the current bid period Requests for open-time for the following bid period will not be processed during the SAP

7 When a Flight Attendant's positioning at the end of a trip does not allow for legal rest at base for an open-time trip in base which begins with a positioning flight, the Flight Attendant may bid for and be awarded such trip if the following conditions are met

a Crew Scheduling is able to book a positioning flight(s) which will allow for a backup flight(s) from the non-base terminating city to the non-base originating city

b A Flight Attendant will be provided rest opportunity in the awarded flight's origination city whenever possible

c There will be no additional cost to the Company (such as hotel, positioning costs, per diem, crew augmentation, etc)

d The Flight Attendant must be able to receive applicable rest and be able to report for duty at the scheduled showtime with the remainder of the crew

e In the event of delay or revision, such Flight Attendant's contractual limitations will be that of the crew

8 If a parameter of a trip, which has been picked up or traded for through open-time, changes and causes a conflict with the Flight Attendant's vacation, training or existing trip assignment, the open-time trip will be removed from his or her schedule Such Flight Attendant will be scheduled MUD days for the originally scheduled days of the trip and will be paid and credited for the scheduled time of the trip or the actual time of any trip(s) scheduled on the MUD days, whichever is greater The Flight Attendant will, upon request, be released from availability for any time above guarantee and corresponding pay protection With concurrence of Crew Scheduling, a Flight Attendant who is below bid period guarantee may be released from availability

9 The maximum amount of earned credit for purposes of overtime/incentive pay (one and one half [1 ½] after eighty-two [82] hours) available per bid period per Flight Attendant, shall not be more than twenty-five (25) hours

a However, if a lead-in trip escalates a Flight Attendant's bidline credit beyond the twenty-five (25) hours, such hours will be paid at the overtime/incentive rate (one and one half [1 ½] after eighty-two [82] hours)

b Credit earned as a result of drafting, assignment of open-time, volunteers in lieu of drafting, overfly, open-time picked up during critical days, and vacation credit are excluded from the twenty-five (25) hour limit

c Additional credit may be picked up from FAD, this credit will be paid at straight time rates

d Crew Scheduling may elect to increase the amount of available overtime/incentive pay system-wide for a bid period and shall communicate the amount in the monthly bid package and/or the IVR if time permits

e The Company will meet with the AFA Scheduling Representative twelve (12) months after ratification to determine feasibility of a formula to provide for ongoing adjustment of the overtime/incentive maximum number of hours and to discuss the Balancing Time Pool

10 Once the SAP closes, voluntary requests for open-time trips shall be awarded in the following manner by base, by qualification, as outlined below

a A Flight Attendant with a credit deficit will be allowed to pick up open-time first Open-time requests submitted by Flight Attendants with credit deficits will be awarded in seniority order

b A Flight Attendant with a credit deficit may be assigned open-time on MUD or ADD days When assigning open-time to Flight Attendants with credit deficits, the Company will utilize the following order;

i Flight Attendants on MUD days in order of highest to lowest deficit,

ii Flight Attendants on ADD days in order of highest to lowest deficit,

iii In a situation where a Flight Attendant has both MUD and ADD days, and has the same credit deficit as a Flight Attendant with only MUD days or a combination of both ADD and MUD days, the trip will be assigned in inverse order of seniority

c To a Flight Attendant at the base, by qualification, in seniority order, including reserve bidline holders, on days off who have no conflict with previously scheduled assignments

d To a Flight Attendant at the base, by qualification, in seniority order, who wishes to trade with open-time in accordance with paragraph B below

Out-of-base Flight Attendants, by qualification, in seniority order, however, these trips will be awarded at the commencement of the TAP prior to any reserve assignments

i Out-of-base Flight Attendants are responsible for transportation to and from the other base The Company shall not incur additional costs (e g positioning, hotel, per diem, etc) as a result of the award

ii There must be a minimum of eighteen (18) hours from the scheduled end of duty of any prior pairing to the showtime of the pairing the Flight Attendant is bidding for There must be a minimum of thirty (30) hours from the scheduled end of duty of the pairing in open-time to the commencement of his or her next assignment

B Trip Trades With Open-Time

1 A trip trade with open-time is allowed within the same base, position status, training and qualification, and must begin and end at the base Notwithstanding this paragraph, a trade with open-time is subject to reserve availability on the day(s) a trip(s) is dropped Trip trades with open-time between two different bases will be awarded at the commencement of the TAP

2 All days involved in an open-time trade must be within the same bid period and shall not reduce a Flight Attendant's projected credited time to under the bid period guarantee unless the trip being picked up is of equal or greater number of days Lead-in trips may not be dropped into open-time as part of a trade with open-time

3 A Flight Attendant may trade a trip for another trip of fewer, more or the same number of days If the trip picked up is of less credit value and days than the originally scheduled trip, the Flight Attendant will be subject to MUD days during the days of the originally scheduled trip dropped If the trip picked up is of the same or a greater number of days but fewer credit hours, the Flight Attendant will owe no additional availability

4 Once a trip is traded with open-time, the added trip may not subsequently be traded or dropped

5 A Flight Attendant shall waive any days off as a result of a trip trade with open-time that conflicts with days off Notwithstanding this provision, if following the trade, a Flight Attendant works into a day off due to rerouting or delay, he or she will be entitled to the provisions outlined in Section 4 M Compensation

6 A Flight Attendant may only trade a trip that spans a critical day(s) if he or she picks up a trip which spans the same critical day(s)

7 A trip assigned by Crew Scheduling to reduce a Flight Attendant's credit deficit may be traded with open-time

8 Trades with the Balancing Time Pool,

a May not exceed four (4) credited hours per trade, and may not be less than four (4) credited hours unless the number of days traded is the same or greater than the trip being picked up

b A Flight Attendant with a credit deficit who is attempting to restore credit may trade for a trip which has a credit value equal or greater than the sum of the credit of the trip dropped, plus the credit deficit, plus up to four (4) hours

Example A Flight Attendant with a deficit of twenty (20) hours can trade a five (5) hour trip on her schedule for a twenty-nine (29) hour trip in the Balancing Time Pool (20 + 5 + 4 = 29)

c When trading for a trip in the Balancing Time Pool which exceeds four (4) days, the number of days dropped to pick up such trip may not exceed the number of days of the trip picked up from the Balancing Time Pool

d Trips traded in exchange for trips in the Balancing Time Pool may also be retained in the pool

e Trips in the Balancing Time Pool will not be assigned to reserve bidline holders outside of the TAP

C Trip Trades With Other Flight Attendants

1 Standard or composite bidline holders may request a trip trade which meets all contractual and regulatory requirements All days involved in Flight Attendant trades must be within the same bid period and the trip must begin and end at the originating base

2 Trip trades are allowed only between Flight Attendants at the same base, with the necessary qualifications for the trip-

3 Each proposed trade must be submitted to Crew Scheduling no later than 1000L IND two (2) calendar days prior to the origination date of the earlier trip

Example A Flight Attendant wants to trade a trip which has a showtime of 0545L March 10th for a trip which originates on March 20th The request must be received by 1000L IND March 8th

4 Processing of trade requests with other Flight Attendants will generally be completed within forty-eight (48) hours after receipt of the request, but no later than twenty-four (24) hours prior to departure of the first trip An exception to this is during the SAP when requests will be worked as soon as possible

5 Three (3) trades with other Flight Attendants will be the maximum allowed per Flight Attendant in any bid period

6 Once a trip is traded, it may not subsequently be traded or dropped

7 A Flight Attendant shall waive any days off as a result of a trip trade that conflicts with days off Notwithstanding this provision, if following the trade, a Flight Attendant works into a day off due to rescheduling, rerouting or delay, he or she will be entitled to the provisions outlined in Section 4 M Compensation

8 A trip trade with a Flight Attendant shall not reduce a Flight Attendant's projected credit to under the bid period guarantee The resulting trade shall not generate a net increase in premium pay between the Flight Attendants trading This may not preclude the trade from being approved

9 All requests must be properly submitted to Crew Scheduling in the required format If a request to trade with another Flight Attendant is in accordance with the terms of this agreement and the Scheduling Manual, and is legal under the Flight Attendant F A R s, the request will be approved

10 A trip assigned by Crew Scheduling to reduce a Flight Attendant's credit deficit may be traded with another Flight Attendant

D Flight Attendant Drop (FAD) Pool

1 a The Company shall provide a means for standard or composite bidline holders to offer bidline trips for pick up by other Flight Attendants in their base on a first come, first served daily basis

b Notwithstanding the above, a Flight Attendant may personally arrange a trip drop to another Flight Attendant, in or out of base, who is on days off A Flight Attendant out of base must meet the same parameters as outlined in A 10 e

2 If selected by another qualified Flight Attendant, the originally scheduled trip holder will have her or his bid period projected credit reduced by the value of the trip forfeited A Flight Attendant may not drop a trip which will reduce his or her credited time to less than fifty (50) hours

3 The recipient of the trip will be credited for the scheduled or actual value of the trip, whichever is greater, however, such pick up shall not count toward one and a half (1 ½) pay rates, and the Flight Attendant shall be paid his or her hourly rate of pay for the credited time

4 A request to post or pick up a FAD trip must be properly submitted to Crew Scheduling in the required format If a request to pick up or post a FAD trip is in accordance with the terms of this agreement and the Scheduling Manual, and is legal under the Flight Attendant F A R s, the request will be approved

5 Awarding of a FAD trip is allowed only between Flight Attendants possessing the necessary qualification for the trip Such trip must begin and end at the base unless otherwise approved by Crew Scheduling

6 FAD pick up requests must be submitted no later than 1000 local IND two calendar days prior to the origination date of the trip

Example A Flight Attendant wants to pick up a FAD trip which has a showtime of 1045 April 10th The pick up request must be received by 1000 local IND April 8th

7 FAD trips may not be selected by a Flight Attendant to restore credit in exchange for MUD or ADD days, however, Crew Scheduling may elect to pick up FAD trips for assignment to Flight Attendants on MUD or ADD days, or to a Flight Attendant on reserve status

8 FAD trips not picked up by other Flight Attendants or Crew Scheduling remains the responsibility of the Flight Attendant offering the trips

9 All processing of drop requests will be completed daily but no later than 1000 local IND the day prior to departure of the trip

10 Once a trip is picked up, it may not subsequently be traded or dropped

E Stay Overs

When two consecutive trips end and begin with positioning from and to an international location, a Flight Attendant may request to remain at one of those locations until the commencement of his or her next trip The following conditions will apply

a The Flight Attendant will waive the pay and credit for the positioning, and waive any days off at base

b The net cost of keeping the Flight Attendant in the international location must not be greater than the cost of keeping him or her on the original assignment Other considerations in giving approval would be the timeliness of the request, weather, hotel availability, or commercial passenger loads

c If there are MUD or ADD days on the Flight Attendant's bidline, the Flight Attendant is agreeing to make him or herself available in that location

Crew Scheduling will review the costs and arrangements and determine if approval may be granted

Section 15: Reserve

A Reserve System

1 The purpose of a reserve Flight Attendant is to cover flying that is unassigned or becomes available within three (3) days prior to departure With the exception of pairings which require special preparation, a Flight Attendant on reserve status will not be assigned any pairing prior to three (3) days before the pairing origination

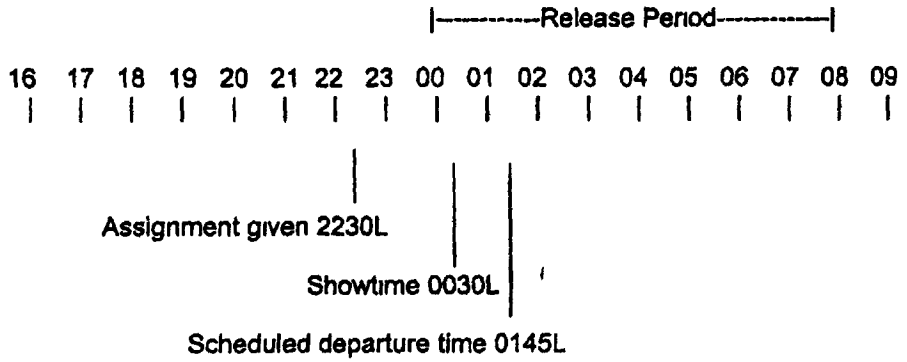
2 A Flight Attendant on reserve status is required to report for showtime within two (2) hours of notification by Crew Scheduling

3 A Flight Attendant on reserve status must be available for call at 0001L and shall be available to report for duty at 0200L or later, on the day following days off, vacation, leave, or Union business

4 Reserve availability periods will not exceed a maximum of sixteen (16) consecutive hours without an intervening release period

a If a Flight Attendant on reserve status is not assigned duty during the availability period, she or he will be released for a minimum of eight (8) consecutive hours

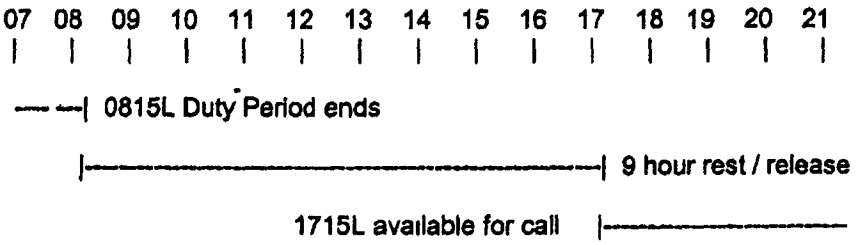
b A Flight Attendant on reserve status may be assigned a pairing which starts during, ends in, or encompasses a release period However, a Flight Attendant on reserve status may not be assigned a pairing during a release period with a departure time scheduled more than two (2) hours after the start of the release period Example A Flight Attendant on reserve status is scheduled for release at 2400L Crew Scheduling may assign a pairing which is scheduled to depart between 0001L and 0200L In the following illustration, a Flight Attendant is notified of an assignment at 2230L for a pairing which has a showtime of 0030L and a scheduled departure of 0145L Crew scheduling may not assign a pairing which is scheduled to depart between 0201L and 0800L



c A Flight Attendant on reserve status may complete a duty period, be released for applicable contractual rest, and subsequently be assigned an additional duty period within a calendar day

Example On the last day of a pairing, a Chicago based Flight Attendant on reserve status works a return flight on a 727 into her base after receiving crew rest in a downline domestic city The flight arrives at 0800L and her duty period terminates after a 15 minute de-brief at 0815L Upon contacting Crew Scheduling, she is released for a

rest period applicable to her duty day which began at 0545L and ended at 0815L In this example, her duty day is two hours and fifty minutes (2 50) and applicable rest is nine (9) hours After 1715L, Crew Scheduling may contact this Flight Attendant for an assignment which has a show time in the same calendar day



5 Upon return to base, a Flight Attendant on reserve status shall contact the Crew Scheduling IVR or Crew Scheduling to be advised of his or her next reserve availability period, subsequent duty assignment and/or contractual rest or release He or she will not be assigned field standby during that duty period

6 A Flight Attendant on reserve status may call the Crew Scheduling IVR between 2000L and 2200L IND time the day prior to each reserve day to receive and acknowledge notification of his or her next day's assignment or release period If the Flight Attendant has not received an assignment during this notification window, he or she will be on reserve with the appropriate release period, for the duration of his or her next assigned reserve period

7 If a Flight Attendant on reserve status who has been assigned duty has not confirmed for his or her assignment between 2000L IND and 2200L IND time the day prior, he or she will be contacted by a Crew Scheduler Such contact shall not be during the Flight Attendant's release period

8 A Flight Attendant on reserve status will provide Crew Scheduling with a telephone contact number for the duration of his or her reserve assignment Beepers or other telephone answering devices fulfill this requirement If a telephone answering device is reached, Crew Scheduling will leave the time of the call with the message A Flight Attendant utilizing a beeper or other telephone answering device while on reserve status shall return a call to Crew Scheduling within twenty (20) minutes of being paged or from the time of the message, on a special reserve telephone number made available for the sole use of reserve Flight Attendants for this purpose

9 Once assigned a pairing for that day, a Flight Attendant on reserve status will be released until the showtime of the pairing

10 A reserve bidline holder will be given an assignment by base, qualification, and days of reserve availability, in the following order,

a Reserve bidline holders with the fewest credited hours to date will be assigned first

b If the reserve bidline holders have equal credited hours, then the assignment will be made in inverse order of seniority

c Notwithstanding a and b above, in order to avoid having an entire crew of new hires (less than one bid period), the Company may adjust the order of assignment among reserves on a pairing by pairing basis

11 A Flight Attendant on reserve status on the last day of a bid period may be assigned a lead-in trip which conflicts with his or her next bid period schedule Such conflict will be resolved in accordance with Section 12 C 2 Scheduling

B Reserve status explanations

1 Field Standby Status The purpose of field standby is to cover departures from the location to which the reserve has been assigned

a A Flight Attendant may be assigned to field standby whereby he or she is designated to serve reserve at the airport if there is an available crew room or hotel for a specific duty period of up to six (6) hours, or until the last scheduled departure within that time period, whichever is earlier, unless assigned a pairing which has a showtime during that time If a crew room is not available, the field standby duty at the airport will not exceed three (3) hours

b A Flight Attendant shall not be required to serve more than one (1) field standby assignment per calendar day If not assigned a pairing, the Flight Attendant will be released for minimum rest.

c Crew Scheduling will determine the days or time slots to be covered by field standby Field standby assignments may be indicated on reserve bidlines, be assigned to a Flight Attendant on reserve status during the bid period, or picked up out of open-time Field standby will not be assigned to a composite bidline holder on an ADD day if it will create a bidline conflict

d A field standby Flight Attendant shall not be assigned a pairing in excess of three (3) nights away from base, unless such pairing was either reflected on a bidline at that base, or the Flight Attendant received prior notification regarding such possible pairing prior to reporting for field standby A Flight Attendant may waive these requirements on a voluntary basis

e A Flight Attendant on field standby shall receive field standby credit in accordance with Section 4 Compensation, or the flight pay and credit from a pairing assignment, whichever is greater

f A field standby Flight Attendant must be in uniform and prepared to report for duty as soon as possible after positive contact

g A field standby Flight Attendant will receive per diem if applicable, in accordance with the provisions of Section 5 Expenses

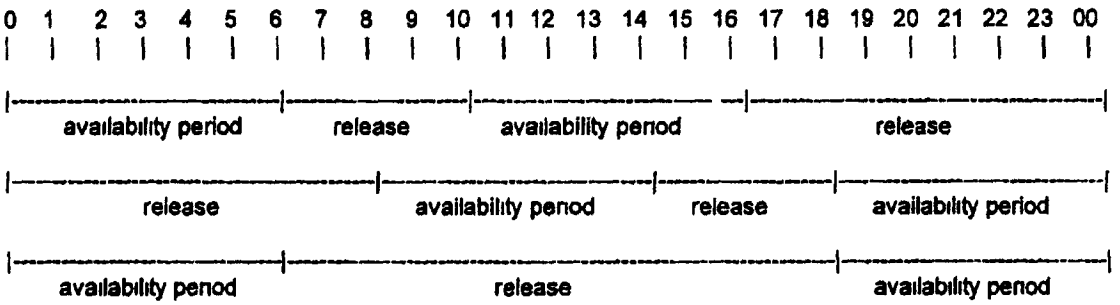
2 Reserve Out-of-Base

a A Flight Attendant on reserve status may be assigned to reserve out-of-base at any location for a period not to exceed five (5) days including positioning flights

b Crew Scheduling will determine availability periods for out-of-base reserve not to exceed twelve (12) hours in a twenty-four (24) consecutive hour period

c The twelve (12) hour period may be split into two (2) blocks provided that a release period of at least eight (8) consecutive hours is scheduled during the calendar day

Examples



d A Flight Attendant who serves as an out-of-base reserve will be provided a hotel room and per diem for the entire time out of base

e A Flight Attendant may be required to serve reserve out-of-base the day prior to the commencement of a block of days off or vacation Duty will not be assigned which would prevent such Flight Attendant from being released at his or her base prior to midnight

f A Flight Attendant who is required to position to an out-of base reserve assignment who does not receive minimum crew rest after positioning, shall be considered to be on duty and will not be required to exceed the maximum duty period

3 A Flight Attendant on reserve status shall not be called to the airport without a specific pairing assignment or assignment to field standby In reference to Section 12 A.3 Scheduling, a Flight Attendant on reserve status who is not used because the assigned Flight Attendant whom the reserve was replacing reports for her or his pairing prior to departure, will be assigned either field standby or will remain on two-hour callout status for the remainder of the availability period

4 Once a Flight Attendant on reserve status departs on a pairing, he or she is subject to the same contractual, Company and FAR guidelines as other Flight Attendants on the same pairing However, if the pairing or a portion of the pairing cancels, the reserve Flight Attendant will revert back to reserve status

5 Standard bidline holders will not be assigned reserve status at any time during the bid period except due to a lead-in trip conflict as referred to in Section 12 C 2 e Scheduling, or as outlined in Section 19 H 1 a iii bb Vacation Composite bidline holders may only be assigned reserve status on ADD days as governed by Section 12 B 1 b Scheduling

C Bidding of Open-Time

Reserve bidline holders may bid for trips in open-time, as specified in Section 14 Voluntary Schedule Adjustments

D Pay and Credit

1 A Flight Attendant who serves reserve during a calendar day and who flies a flight during that calendar day shall receive the appropriate credit earned for reserve or the credit earned on the pairing for the calendar day, whichever is greater

2 A Flight Attendant who serves field standby or picks up a reserve day out of open-time, or a Flight Attendant with an ADD day who is converted to reserve will be credited with the appropriate reserve credit as outlined in Compensation Section 4 I

3 A reserve bidline holder shall be paid and credited above guarantee for all hours picked up on days off

E Release from Reserve status

A Flight Attendant may request to be released from contact for an agreed upon period of time and release will be granted subject to sufficient reserve coverage

F Disruption of Days Off

Due to irregular operations or drafting, a reserve bidline holder whose scheduled days off are disrupted due to the extension of a pairing which was originally scheduled to end prior to the days off shall have the options set forth in Section 4 Compensation and Section 12 Scheduling

G Reserve Day Moves or Drops

1 A reserve bidline holder may submit requests to move reserve days and days off within his or her schedule Award of reserve and day off moves must meet all contractual and regulatory requirements During periods such as holidays, schedule transition periods, and peak flying, the opportunity to move reserve days may be limited

2 A Flight Attendant may request to drop a reserve day(s) Subject to reserve availability, Crew Scheduling may permit a Flight Attendant to drop a reserve day(s) The Flight Attendant's credited time will be reduced by the value of a reserve day

3 A request to move or drop reserve days must be submitted by 1000L IND between four (4) and two (2) calendar days prior to the first day and/or block of days that the Flight Attendant wishes to move or drop

4 Reserve day move or drop requests will be considered after the daily open-time pick up requests have been completed each day, and are dependent upon adequate reserve, MUD and/or ADD day coverage in that base In the case of identical requests, awards will be by seniority order

5 All days off involved in a move or drop request must be within the same bid period The move must not interfere with previously assigned trips or other Company assignments

6 Resulting blocks of reserve greater than six (6) consecutive days may require a release from duty for twenty four (24) consecutive hours Approval of these moves will be at the discretion of Crew Scheduling

7 All requests must be properly submitted to Crew Scheduling in the required format A request which meets the parameters of this agreement will be approved

8 Once a move has been approved, the move may not be subsequently changed without mutual agreement

Section 16: Variable Guarantee and Part-time Programs

A Variable Guarantee Program

1 No later than nine (9) bid periods after the date of ratification of the contract, the Company and the Union will initiate a test program in all bases called the Variable Guarantee Program (VGP) Such test period will continue for a minimum period of six (6) bid periods The Scheduling Department and the Scheduling Committee will attempt to resolve any concerns about the program as they may arise At the end of the six (6) bid period test period, a joint decision will be made to implement the program, extend the test with modifications or develop a new program that meets the objectives of the Company and the Union If agreement cannot be reached, either party may request to submit the open issues to interest based mediation, with a provision for arbitration if agreement cannot be reached in mediation Every effort will be made to complete any required arbitration within ninety (90) days of the submission to mediation The current VGP will remain in place, with any agreed upon modifications, until a final document is signed

2 This program will provide an opportunity for a Flight Attendant by base to bid for Low-time bidline status or High-time bidline status for a block of three (3) bid periods, on a quarterly basis This program will not restrict the Company's ability to cover language speaker required bidline pairings A Flight Attendant wishing to participate in the VGP may be awarded a maximum of two (2), three (3) bid period blocks per calendar year

3 The Company may offer additional positions in the VGP for single bid periods These single bid periods will not be counted towards the two (2), three (3) bid period blocks per calendar year

4 A VGP block holder will bid for, and be awarded, published schedules in accordance with the provisions outlined in Section 12 Scheduling

a Low-time option

A Low-time option holder must end the bid period with between fifty (50) and fifty-five (55) credited hours and will be guaranteed fifty (50) credited hours of pay A Flight Attendant awarded the Low-time bidline option must notify Crew Scheduling which trip (s) he or she wishes to drop from his or her awarded schedule prior to the SAP Such drops may be subject to critical day coverage A Flight Attendant who holds a composite bidline may drop ADD days at the rate of four hours and ten minutes (4 10) per ADD day to meet his or her reduced guarantee If not notified, Crew Scheduling will determine which trip(s) to drop

b High-time Bidline option

i A Flight Attendant awarded a High-time bidline option must submit requests for open-time and/or a block of ADD days during the SAP and must end the bid period with credited time equal to or greater than the High-time option awarded If a High-time bidline option holder is unable to pick up sufficient trip credit and/or ADD days prior to the tenth (10th) day of the new bid period, he or she will be subject to assignment on ADD days, or if no ADD days have been picked up, then on other days off Trips assigned to days off may be traded or dropped in accordance with the provisions in Section 12 Scheduling, Section 13 Hours of Service, and Section 14 Voluntary Schedule Adjustments Crew Scheduling will consider a Flight Attendant's requests for placement of ADD days

ii A High-time bidline award holder must select a minimum block of twelve hours and thirty minutes (12 30) of credit (three [3] days of availability) but may elect to increase the guarantee per bid period within the VGP block in increments of four hours and ten minutes (4 10) credit (one [1] day of availability), subject to available low-time hours

iii Initial credit awarded in the VGP is at straight time pay rates and the bid period guarantee will be adjusted accordingly

Example A Flight Attendant bids for and is awarded sixteen hours and forty minutes (16 40) (four [4] days) additional guarantee per bid period in the High-time VGP The Flight Attendant holds a bidline projected at eighty-five (85) credited hours He has no credit deficit due to cancellation, vacation, or training During the SAP, he picks up a pairing worth eighteen (18) hours The Flight Attendant will be paid the adjusted guarantee of ninety-eight hours and forty minutes (98 40) at straight time and four hours and twenty minutes (4 20) at time and a half

5 To participate in the Low-time VGP, the Flight Attendant must be in the top seventy-five percent (75%) seniority of those Flight Attendants eligible to bid in their base as identified on the base staffing list A Flight Attendant awarded the Low-time VGP is required to bid all flying bidlines prior to bidding reserve bidlines

Example A base is staffed with one hundred (100) Flight Attendants The seventy-five (75) most senior Flight Attendants, as identified on the Base Staffing Report in the monthly bid package, may bid to participate in the program

6 A minimum of three percent (3%) of the Flight Attendants in a base will be allowed to participate in the Low-time VGP block option For every Low-time bidline option granted, a corresponding percentage of High-time bidline option credit blocks will be awarded by base Additional Low-time bidline status may be bid and awarded based upon a corresponding receipt of bids for High-time credit guarantee Following the test period, the Company and the Union will agree to any change to the minimum percentage allowed in the final document

7 Crew Resources will post the number of Low and High-time bidline options that are available for bid no fewer than sixty (60) days prior to a VGP block. Bids will be collected for a period of ten (10) days VGP awards will be posted at least thirty (30) days prior to the VGP block

Example A three (3) bid period VGP block consisting of January, February, and March is posted for ten (10) positions in the Chicago base on November 1st with a closing time and date of 12 00 Local IND November 10th The award is posted at 12 00 on November 11th and is also published in the December bid package (November 15th)

8 Single bid period VGP

The Company may offer single bid period VGP options by base A Flight Attendant desiring to bid for Low-time or High-time for a specific bid period may submit a preference with his or her bid period schedule bids Single bid period VGP options, if offered, will be posted in the monthly bid package

9 The VGP will be suspended during a furlough

10 At no time will the number of credited hours offered for High-time guarantee be more than the number of credited hours awarded for Low-time guarantee

B Part-time Program

1 General

a During the life of this agreement, a current part-time Flight Attendant may choose to transfer to full-time status in his or her current base, regardless of available vacancies, on July 1, 2000 and subsequent years on April 1, by following the procedures outlined in Section 9 Filling of Vacancies and Transfers

b No vacancies in the part-time program will be filled and no additional positions will be made available in the part-time program Once a Flight Attendant transfers from the part-time program, for any reason, he or she may not return to the program

c A part-time Flight Attendant will begin to accrue full-time seniority from the date of ratification and will be incorporated into the full-time seniority list Any retained full-time seniority will be applied prior to beginning accrual Seniority accrual will be at the rate of forty-five (45) days per six (6) bid periods of service in the part-time program

d Part-time Flight Attendants will bid for monthly schedules and open-time in accordance with the provisions in Section 12 Scheduling and 14 Voluntary Schedule Adjustments

e A part-time Flight Attendant will be responsible for at least four (4) days or sixteen (16) open-time credit hours in a thirty (30) day bid period and five (5) days or twenty (20) open-time credit hours in a thirty-one (31) day bid period

f A part-time Flight Attendant may choose to pick up additional hours from open-time or the FAD pool, but in no case more than fifty (50) credited hours per bid period

g In the event of either an involuntary furlough or base reduction, a part-time Flight Attendant shall have the option of transferring to full-time status In the event of an involuntary furlough, all part-time Flight Attendants must be furloughed before any full-time Flight Attendants are involuntarily furloughed In the event of a base reduction, all part-time Flight Attendants in such base must be furloughed before any full-time Flight Attendants are displaced

h Part-time Flight Attendants are eligible for travel benefits and the 401(k) program (as outlined in the 401(k) Plan Description) The following sections of the Agreement do not apply Section 11 Moving Expenses, Section 17 Luxury Service Trips, Section 24 Leaves of Absence, Section 19 Vacation, Section 23 Sick Time and Personal Time, Section 27A-E Benefits

2 Part-Time Bidlines

a Part-time schedules will be constructed by Crew Planning and offered for bid to part-time Flight Attendants in the monthly bid package These schedules will consist of four (4) ADD days in a thirty (30) day bid period or five (5) ADD days in a thirty-one (31) day bid period

b Part-time bidline holders may pick up open-time during the SAP and throughout the bid period to replace ADD days, on scheduled ADD days or on days off For every day or four hours ten minutes (4 10) credited hours picked up or assigned from open-time, one ADD day will be removed from the bidline Once a Flight Attendant picks up or is assigned open-time credit of sixteen (16) credited hours in a thirty (30) day bid

period or twenty (20) credited hours in a thirty-one (31) day bid period, or the applicable number of days, all remaining ADD days will be removed from the Flight Attendant's schedule

c A part-time Flight Attendant may submit requests to move or trade ADD days within his or her schedule Award of ADD day trades or moves must meet all contractual and regulatory requirements During periods such as holidays, schedule transition periods, and peak flying , the opportunity to move or trade ADD days may be limited

i A request to move ADD days must be submitted by 1000L IND between four (4) and two (2) calendar days prior to the first day and/or block of days that the Flight Attendant wishes to move

ii ADD day trade or move requests will be considered after the daily open-time pick up requests have been completed each day, and are dependent upon adequate reserve and/or MUD and/or ADD day coverage in that base In the case of identical requests, awards will be by seniority order

iii All requests must be properly submitted to Crew Scheduling in the required format A request which meets the parameters of the agreement will be approved

vi Once a trade or move has been approved, the trade or move may not be subsequently changed without mutual agreement

Section 17: Luxury Service Trips

A General

1 The Company and Union will meet at least once a year, generally in September, to discuss the following

a The number of confirmed Luxury Service Trips planned for the coming year and into which bid period they will be placed

b The number and qualifications (e g language, specialty, etc) of experienced and inexperienced Flight Attendants and alternates needed for each trip

c The trip on which Purser Trainees may be designated

d The number of new positions, if any, available in the inexperienced alternate pool

e The number and proposed schedule of classes, if any, for training purposes The Company will review the Union's suggestions for the training curriculum

f The time frame for bidding and awarding of positions

2 Generally, there shall be no fewer than thirty-three percent (33%) inexperienced positions offered for bid and awarded on each trip during the Primary bidding or selection process

B Primary Bidding or Selection Process

1 All confirmed Luxury Service Trips for the coming year, including destinations, will be published following the annual meeting in September Due to tour operator changes, individual destinations may vary prior to trip departure

2 Two Luxury Service Trip bid awards will be held each year Generally, all confirmed trips will be bid according to the following schedule By November 15 for trips that depart between January 1 and July 31 of the following year and by May 15 for trips that depart between August 1 and December 31 Any trip that is designated as a Luxury Service Trip that comes up after the bid award for the appropriate time period will be offered for bid and awarded separately as outlined Once the bid awards have been finalized, no trip will be re-awarded due to changes to the destinations or cancellation of a particular trip

3 A Flight Attendant can hold a "first round bid" only once during each calendar year, beginning with the bids for 2001 Once a Flight Attendant is awarded a position on one (1) Luxury Service Trip in a calendar year, the award process continues in seniority order until all eligible Flight Attendants have been awarded one (1) Luxury Service Trip During each bid process, if additional positions remain open after the first *round bid*, the bid process will be repeated from those Flight Attendants who have expressed a desire to hold additional trip in the same bid period from the original bids on file This process will be repeated until all open positions are awarded or all Flight Attendant bids have been reviewed

a A Flight Attendant who holds a trip specific alternate position on a Spring trip who does not subsequently work that trip will not be considered to have held a trip for bidding for the Fall period

b A Flight Attendant who prefers to bid a Fall trip may bid to be considered for only the second round in the Spring process If said Flight Attendant is awarded a position in the second round of the Spring process, the awarded trip will not be considered when awarding the Fall bids

c A Flight Attendant who is awarded the alternate pool in the Spring bid process and subsequently works a Spring trip shall not be considered to have held a trip for bidding for the Fall period

d A Flight Attendant who is awarded a position on a "B" crew (the crew which operates a portion of a Luxury Service Trip due to legality restrictions of the main crew) shall not be considered to have held a "first round bid" for bidding purposes Notwithstanding the above, the legs flown by a Flight Attendant on a "B" crew will count towards retaining his or her experience qualification

4 The MEC President or designee may review the bid award process and results

5 A completed bid form must be submitted as outlined in the bid package on or before the designated due date

6 For bidding purposes, a Flight Attendant shall be categorized as follows

a Experienced a Flight Attendant who has worked at least two (2) legs of a previous Luxury Service Trip within the past five (5) years
Exception If assigned an ad hoc trip or if awarded or assigned a "B"crew trip, it will not count toward obtaining the experienced qualification

b Inexperienced A Flight Attendant who has not worked at least two (2) legs of a previous Luxury Service Trip within the past five (5) years

c Specialist A Luxury Service experienced Flight Attendant who has worked at least two (2) legs on a previous Luxury Service Trip within the past five (5) years in a particular position At the time of ratification of this Agreement the specialist positions are Cart Set-Up, Bartender, Galley

d Specialist trainee At the time of ratification of this Agreement, the specialist trainee position(s), if necessary, are Cart Set-Up, Bartender, Galley Either an experienced or inexperienced Flight Attendant may fill the trainee position

e Trip specific alternate Alternate required to obtain the necessary visa(s) needed for a specific trip The Company may require the trip specific alternates to attend trip specific training

7 Purser

a To bid the Purser position a Flight Attendant must have operated either at least one (1) Luxury Service Trip in the previous five (5) years in the Purser position, or two (2) Luxury Service Trips in the past five (5) years as a Purser Trainee as outlined below

b The Purser position will be awarded by system seniority, by bid

c The Purser must be Senior qualified

8 Purser Trainee (if applicable)

a Not all Luxury Service Trips will have a Purser trainee position available or awarded

b The Purser trainee (if applicable) must be Senior qualified

c The Purser trainee (if applicable) will be awarded, by seniority, from among the crew awarded the trip, who have bid for the trainee position, in the following order

i A Senior Flight Attendant, who has worked a Luxury Service Trip as a Purser trainee in the past three (3) years
ii A Senior Flight Attendant

d The Purser trainee must successfully complete at least two (2) different Luxury Service Trips in any two (2) different positions as a Purser trainee within no more than three (3) years to qualify as a Luxury Service Purser

9 Trip positions and trip specific alternates (other than the Purser and Purser trainee position) will be awarded in the following order of assignment

a Experienced Flight Attendants

i No conflicts with other Luxury Service Trip(s)
ii System Seniority, no previous first round trip in the same calendar year,
aa Specialty, if applicable,
bb Language and training qualification(s), if applicable
iii System Seniority, previous first round trip in the calendar year,
aa Specialty, if applicable
bb Language and training qualification(s), if applicable

b Inexperienced Flight Attendants

i No conflicts with other Luxury Service Trip(s),
ii System Seniority
iii Language and training qualification, if applicable

Beginning with the Spring, 2001 Luxury Service bid, a Flight Attendant may bid by position, by trip

10 If there are insufficient specialist Flight Attendants who bid to fill the positions which require specialists after the final round, the position will be filled in the following order

a Offered to a Flight Attendant who possesses the necessary specialty who has bid for that trip,

b Offered to a Flight Attendant with that specialty, who did not bid for that trip,

c Offered to a Flight Attendant on the same crew who has that specialty, in seniority order;
d Assigned to a Flight Attendant, inverse order of seniority from the same trip, with that specialty,
e Assigned in inverse order of seniority, to an appropriate specialist who has bid for that trip,

f Offered to a Flight Attendant who has bid for that trip, and does not have the experience or specialty,

g Offered to a Flight Attendant who does not possess the necessary specialty who has not bid for the trip,

h Assigned to a Flight Attendant in inverse order of seniority who possesses the necessary specialty

11 Projected Luxury Service Trip dates and associated training event days will be identified in a special bid package These schedules may also include ADD days and days off in accordance with this section Some of the trips and associated training may span two or more bid periods A Flight Attendant awarded a Luxury Service Trip may have the opportunity to bid for a published bidline as outlined below

a If the number of Luxury Service Trip days in a bid period, plus training days, plus owed days off equal ten (10) days or less, the Flight Attendant may bid for a published schedule for that bid period

b Upon award of the Luxury Service Trip, the Flight Attendant must advise Crew Scheduling into which bid period (s) he or she would like his or her owed days off restored The owed days off must immediately precede or immediately follow the Luxury Service Trip

c The eligible bid periods will be those which contain the Luxury Service Trip and/or associated training, then the preceding and/or following bid period

A Flight Attendant will receive minimum guarantee or actual credited time, whichever is greater

Example An Ambassadair trip departs November 8th and returns December 1st The associated training is scheduled for October 19th through the 22nd (including positioning) The Flight Attendant is off from November 1st through the 7th This Flight Attendant is owed five (5) days off for the November bid period The Flight Attendant advises Crew Scheduling that she wishes to have the owed days off restored in December

Considering the October bid period, since the associated training for this pairing is less than ten (10) days (four [4] days), this Flight Attendant may bid for and be awarded a schedule for this bid period The awarded schedule will be adjusted to accommodate the training event

Considering the December bid period, one day of the Luxury Service Trip plus five (5) owed days off (six [6] days) is less than ten (10) therefore the Flight Attendant is eligible to bid and be awarded a schedule for the December bid period

12 A Flight Attendant who holds a Luxury Service Trip which departs prior to the 20th day of a bid period or returns after the 10th day of a bid period, will be constructed a schedule consisting of ADD days, training (if applicable) and days off For bidline building purposes only, an ADD day will be credited as outlined in Section 12 Scheduling The number of ADD days will be determined by the number of days of the Luxury Service Trip in that bid period plus any associated training in that bid period subtracted from eighteen (18) and will not exceed six (6) ADD days in a thirty (30) day bid period and seven (7) ADD days in a thirty-one (31) day bid period

Example 1 The Luxury Service Trip departs on the 15th day of a thirty (30) day bid period with an associated training event of three (3) days Fifteen (15) pairing days plus three (3) training days = eighteen (18)
18 – 18 = 0 ADD days scheduled

A Flight Attendant awarded such schedule will have the opportunity to pick up sufficient open-time credit or days during the SAP to eliminate ADD days The value of the ADD day will be four hours and ten minutes (4 10)

Example 2 The Luxury Service Trip departs on the 22nd day of a bid period and returns on the 11th of the following bid period (a thirty-one (31) day bid period)
18 – 11 = 7 ADD days scheduled

13 If due to a delay, training, or positioning into or out of a trip, a Flight Attendant ends up working on a minimum day off, the day off will be attached to the schedule immediately following the trip or paid in accordance with Section 4 Compensation (if applicable) at the Flight Attendant's option A Flight Attendant will receive minimum guarantee or actual credited time whichever is greater

14 A Flight Attendant may withdraw his or her name from consideration at any time prior to the closing date designated Notice of withdrawal must be in writing and submitted to the appropriate Manager, as outlined in the bid package

15 If a Flight Attendant declines a trip after the bid award process, that Flight Attendant will not be eligible to bid for any Luxury Service trips which depart within six (6) months from the date of decline

16 The Company will obtain and provide the appropriate visa(s) for the Flight Attendant A Flight Attendant may, if he or she chooses, obtain his or her own visa(s) and will be reimbursed for any appropriate fees up to the amount the Company would have paid had the Company obtained the visa(s)

17 It will be the Flight Attendant's responsibility to change or trade any vacation periods which conflict with his or her assigned trip through the vacation shuffle bid process

Luxury Service Alternate Program

1 During each Luxury Service bid, both experienced and inexperienced Flight Attendants may bid to be placed in the general alternate pool to fill open positions for the Luxury Service Trip(s) in that bid period which do not conflict with a previously awarded Luxury Service Trip or trip specific alternate position

2 Openings which occur on Luxury Service Trips after the bids have been awarded will be filled in the following order of assignment

a If the opening requires a specialist, offered to another member of the same crew who has that specialty, in seniority order;

b Assigned to a trip specific alternate, specialty, if applicable, experienced for experienced and inexperienced for inexperienced, in seniority order,

c Offered to a Flight Attendant in the general alternate pool, experience and specialty, if applicable, in seniority order, no trip conflict with another Luxury Service Trip, who has not operated a first round bid Luxury Service Trip in that same calendar year

Exam,

i An experienced Flight Attendant, regardless of specialty, from the alternate pool would be awarded to the experienced trip specific alternate position,

ii The trip specific alternate does not have a specialty, so the open bartender specialist position would be replaced by the most senior bartender specialist from the general alternate pool who has not operated a previous first round bid Luxury Service Trip in that same calendar year

If the Flight Attendant chooses not to accept the assignment, he or she will remain in the general alternate pool

d Offered to a Flight Attendant in the general alternate pool, experience and specialty, if applicable, in seniority order, no conflict with another Luxury Service Trip, who has operated a first round bid Luxury Service Trip in that same calendar year;

e Offered in seniority order to a Flight Attendant with the experience and specialty, if applicable, who did not bid for the alternate pool,

f Assigned to trip specific alternate, in seniority order, first experienced, regardless of specialty, then inexperienced,

g Assigned in inverse order of seniority to a Flight Attendant with the experience and specialty, if applicable, from other members of the same trip,

h Offered to a Flight Attendant in the general alternate pool who does not have the required experience or specialty, in seniority order, no conflict with another Luxury Service Trip,

i Assigned to a Flight Attendant in the general alternate pool, regardless of experience or specialty, in inverse order of seniority, no conflict with another Luxury Service Trip, Assigned in inverse order of seniority to a Flight Attendant who has attended the Luxury Service Training or is experienced, regardless of experience or specialty

3 If an opening occurs after the trip specific training period, the position will be filled by experienced Flight Attendants in the following order of assignment

a Assigned in seniority order to a trip specific alternate(s),

b Offered to a Flight Attendant in the general alternate pool, specialty, if applicable, in seniority order, no conflict with another Luxury Service Trip, who has not operated a first round bid Luxury Service Trip in that same calendar year,

c Offered to a Flight Attendant in the general alternate pool, specialty, if applicable, in seniority order, no conflict with another Luxury Service Trip, who has operated a first round bid Luxury Service Trip in that same calendar year,

d Offered to a Flight Attendant in the general alternate pool, regardless of specialty, in seniority order, no conflict with another Luxury Service trip,

e Assigned to a Flight Attendant in the general alternate pool, in inverse order of seniority, no conflict with another Luxury Service Trip

f Offered to a Flight Attendant, in seniority order, specialty, if applicable, who did not bid,

g Offered in seniority order to an inexperienced Flight Attendant who has attended the Luxury Service training,

h Assigned in inverse order of seniority to a Flight Attendant who has attended the Luxury Service training or is experienced, regardless of experience or specialty

4 An inexperienced Flight Attendant in the general alternate pool who has not attended a Luxury Service training will be required to attend an extensive training class This class will provide cross-training for all positions Scheduling and participation in Luxury Service training classes may be scheduled by the departure dates of the scheduled trip Remaining openings in the training class will be bid for and be awarded by system seniority and then by assignment, in inverse order of seniority, no conflict with vacation or recurrent training

5 Under all circumstances the Company will make every effort not to assign a Flight Attendant for more than twelve (12) consecutive days

D Ad Hoc and "B" Crew Trips

1 The Company will notify the MEC President or designee of all additional confirmed Luxury Service Trips as soon as possible

2 Time permitting, the Company will offer all ad hoc Luxury Service Trips for bid through special bid Trip positions and trip specific alternates (if applicable) will be awarded in the following order of assignment

a Experienced Flight Attendants

i No conflicts with other Luxury Service Trip(s)
ii System Seniority
aa Specialty, if applicable,
iii Language and training qualifications(s), if applicable

b Inexperienced Flight Attendants

i No conflicts with other Luxury Service Trip(s),
ii System Seniority
iii Language and training qualification(s), if applicable

Ad hoc trips will be awarded in seniority order regardless of other Luxury Service Trips held during the same calendar year, following the above order

3 If time does not allow for such trips(s) to be offered for bid, the Company will offer the trip(s)in seniority order to those Flight Attendants possessing the necessary experience and qualification, with no Luxury Service Trip conflicts

4 If not enough Flight Attendants bid for or accept the ad hoc or "B" crew trip, the Company will assign the trip in inverse order of seniority, language qualification if applicable, among those Flight Attendants who have attended First Class training If assigned an ad hoc trip or if awarded or assigned a "B" crew trip, it will not count toward obtaining the experienced qualification

E General

Duty Periods will be published prior to departure of the trip Showtime and debrief times may be extended, however, all appropriate pays will apply as per Section 4 Compensation It shall be the Purser's responsibility to notify the Company of any deviation to the published duty times

Section 18: Training and Meetings

A Training and Meeting Schedules

1 All mandatory general Company meetings known prior to the publication of bidlines shall be shown in the bidlines for bidding Other mandatory general Flight Attendant meeting dates will be announced as soon as possible

2 Training specific to a base known prior to the publication of bidlines shall be published in the bidlines for that bid period

3 Senior upgrade and/or other applicable Senior training class or mandatory general Senior meeting dates will be published in the bid package for eligible Flight Attendants

4 Luxury Service training dates will be published in the bid package

5 Flight Attendants will be notified of any special training as soon as practicable, but generally will have at least ten (10) days notice

6 Recurrent training dates will be published in the bid package Crew Planning will publish a report in the monthly bid package which identifies those required and/or eligible to submit training preferences A Flight Attendant must bid for his or her "base" and "grace" months A Flight Attendant may, at his or her option, bid for recurrent training during his or her "early" month

a Bid training preferences will be submitted via IVR within forty-eight (48) hours after bidline awards have been posted

b Recurrent training will be awarded or assigned no later than twenty-four (24) hours after the submission period closes, in the following order

i Base month preference submitted, awarded in seniority order
ii Base month, no preference or insufficient bids submitted, assigned in inverse order of seniority
iii Grace month, preference submitted, awarded in seniority order
iv Grace month, no preference or insufficient bids submitted, assigned in order of seniority
v Early month, preference submitted, awarded in order of seniority

c If a Flight Attendant does not bid or submits insufficient bids for recurrent training in his or her "base" month, the Company will assign training when possible Some examples when it would not be possible to assign training are vacation, leave of absence, Luxury Service Trip, etc Such assignment will first be made during a trip, however, if this is not possible the assignment may be on days off Such assignment will not cause a Flight Attendant to have fewer than the minimum days off for the bid period, excluding any day off on which the Flight Attendant has picked up open-time

d If a Flight Attendant does not bid or submits insufficient bids for recurrent training in his or her "grace" month, the Company will assign training when possible Some examples when it would not be possible to assign are vacation, leave of absence, Luxury Service Trip, etc Such assignment may cause a Flight Attendant to receive fewer than the minimum days off for the bid period

7 Classroom training will not exceed eight and one half hours (8 ½) per day, excluding meal and break periods, nor be scheduled between 2200L and 0600L Should circumstances occur that require an exception to the above, the Company shall confer with the MEC President or designee

8 Training, including deadhead or positioning time, will not be scheduled to exceed the equivalent of a scheduled maximum domestic duty day A Flight Attendant may waive this provision

B Hotel, Per Diem and Expenses

1 The Company will provide hotel accommodations for all required training out of base when necessary to be out of base overnight
2 Per diem will be provided for out of base training in accordance with Section 5 Expenses

C General

1 A Flight Attendant shall not be required to pay for training required by the Company

2 A Flight Attendant shall not participate in training on board any aircraft other than those being utilized for revenue flying, ferry flying or dedicated Flight Attendant training flights

3 A Flight Attendant shall not be required to interrupt vacation or a leave of absence to participate in training

Section 19. Vacation

A Vacation Allotments

1 During each year of employment, each full time Flight Attendant shall be granted paid vacation, the length of which shall be governed by the length of the Flight Attendants active full time Company service from the date of hire to December 31 of the year preceding the vacation year

2 A Flight Attendant in his or her year of hire is granted vacation according to the following schedule

Date Hired	Vacation days in year of hire
By 4/30	6
By 8/31	3
After 8/31	0

3 On January 1 following the Flight Attendants date of hire and in subsequent years, vacation allotments will be available beginning January 1 Based on uninterrupted active full time service, the vacation allotment on each January 1 is as follows

Year of Service	Vacation Allotment	Paid Out Upon Termination/Furlough
2	10	Unused up to 0-3-6
3	11	All Unused
4	12	All Unused
5	13	All Unused
6	14	All Unused
7	15	All Unused
8	16	All Unused
9	17	All Unused
10	18	All Unused
11	20	All Unused
12+	21	All Unused

A Flight Attendant's allotment of vacation days will never be less favorable than any other employee group

B Separation

1 Flight Attendants separating from the Company during their year of hire forfeit any unused vacation days Flight Attendants in year two (2) who voluntarily separate from the Company must give two (2) weeks written notice to be eligible for vacation payment, unless otherwise required by law Eligible Flight Attendants will be paid unused vacation according to the following schedule

Date of Separation	Unused vacation eligible for payout
By 4/30	0
By 8/31	3
After 8/31	6

2 Flight Attendants in year three (3) and subsequent years who voluntarily separate from the Company must give two (2) weeks written notice to be eligible for vacation payment, unless otherwise required by law Eligible Flight Attendants will be paid out all unused vacation days

C Furlough or Recall

1 If a Flight Attendant is placed on furlough all unused vacation days will be paid out in the next scheduled payroll A Flight Attendant in his or her year of hire is not eligible for any vacation to be paid out If the Company expects the furlough to be sixty (60) days or less, the Flight Attendant will have the option to have all unused vacation days paid out

2 If a Flight Attendant is recalled from furlough, the Flight Attendant's allotment of vacation days for that year will be determined upon date of recall The allotment shall be reduced by one (1) day for each thirty (30) consecutive days on furlough If a Flight Attendant is on furlough the entire year, no vacation days will be available

D Use of Vacation

1 All vacation must be used during the calendar year in which it was granted

2 In the event that a Flight Attendant changes his or her base, he or she will retain his or her original vacation award

3 In a bid period when there are no Flight Attendants on involuntary furlough, the Company may offer the opportunity for Flight Attendants to sell portions of their allotment back to the Company, subject to the following provisions

a The Company may offer vacation buy back in seniority order by qualification or base The Company will post via read files, fax and other means available the period of the buy back (e g entire bid period or portions of the bid period) The Company will provide as much advance notice as operationally feasible

b Flight Attendants utilizing the buy back program must sell a minimum of three (3) consecutive vacation days

c Flight Attendants will be paid for all vacation days bought back as outlined in Section 4 Compensation, of this Agreement

4 Vacation Pay is outlined in Compensation Section 4

E Vacation Periods

1 There are thirty-six (36) vacation periods available for bid in a calendar year Vacation periods start on the 1st, 8th and 16th day of each thirty (30) day bid period and the 1st, 8th and 17th day of each thirty-one (31) day bid period The Company shall make a minimum of two (2) slots available for each vacation period in each base During the first two (2) years of this agreement, the Company and the Union may restrict up to four (4) vacation periods A Flight Attendant may only be awarded one (1) restricted vacation period per year

2 Primary Vacation Period

A primary vacation period is one in which a Flight Attendant has sufficient vacation days available or remaining to fully cover the seven (7) vacation days in a period A primary vacation period shall consist of seven (7) vacation days and up to eight (8) days of a Flight Attendant's twelve (12) minimum days off All vacation days and attached days off must run consecutively within the awarded primary vacation period

3 Secondary Vacation Period

a A secondary vacation period is one in which a Flight Attendant has insufficient vacation days available or remaining to fulfill the requirements of a primary vacation period A secondary vacation period consisting of one (1) or two (2) vacation days may not have days off attached A secondary vacation period of three (3) to six (6) vacation days may have up to eight (8) days off attached All vacation days and attached days off must run consecutively within the awarded secondary vacation period

b Flight Attendants will have the ability to place secondary vacation days within the awarded vacation period after monthly bid awards have been posted The Flight Attendant may slide the number of days elected in the vacation period anywhere within the fifteen (15) day vacation period The vacation days and attached days off must start and end within the awarded period The dates for submitting placement request will be published in each bid package A Flight Attendant who does not submit a request for placement of his or her secondary vacation days, will be assigned those days by Crew Scheduling within the awarded period

F Vacation Bidding

1 A Flight Attendant shall bid vacation based upon his or her base effective January 1 of the vacation year

2 The primary vacation bid shall be posted on or before October 1 The bid shall include all available vacation periods with a minimum of two (2) slots per period in each base The primary vacation bid shall close on October 30 and awards shall be posted on or before November 10 In the event a Flight Attendant fails to bid or indicate sufficient choices to exhaust his or her vacation, the Flight Attendant shall be considered an insufficient bidder and shall be assigned vacation after all primary vacation bids have been awarded The assignment shall be in seniority order by base starting with the last available vacation period in the year

3 The secondary vacation bid shall be posted on or before November 12 Available secondary periods are those remaining after the primary vacation awards The secondary bid shall close November 22 and awards shall be posted on or before November 30 In

the event a Flight Attendant fails to bid or indicate sufficient choices to exhaust his or her vacation, the Flight Attendant shall be considered an insufficient bidder and shall be assigned vacation after all secondary vacation bids have been awarded The assignment shall be in seniority order by base starting with the last available vacation period in the year

4 A Flight Attendant will have bidding or awarding parameters offered in the bidding process

Example A Flight Attendant may elect not to be awarded back to back vacation periods, no more than one (1) vacation period in a bid period and no more than one (1) vacation period in three (3) consecutive bid periods, seniority permitting The Company shall provide for vacation buddy bidding effective with the 2001 vacation year bidding

G Vacation Awarding

1 Round One Primary Awards

All primary vacation periods will be bid and awarded in one (1) round by base in seniority order

2 Round Two Secondary Awards

A Flight Attendant will have his or her secondary vacation period awarded in seniority order within each base A Flight Attendant may have only one (1) secondary period providing he or she has sufficient days remaining

H Standard or composite bidline holders

1 During the bid period containing vacation, a Flight Attendant shall have his or her schedule adjusted in accordance with the following

a Primary Vacation

i A Flight Attendant may elect one of the following options

aa Option 1 Attach eight (8) days off to provide a fifteen (15) day vacation period
bb Option 2 Attach up to seven (7) days off
cc Option 3 Attach no days off A Flight Attendant selecting this option shall not be subject to any further availability as a result of the vacation except in accordance with paragraph H 1 a v below
dd If option 2 or 3 is elected, the Flight Attendant may slide the number of days elected in the vacation period anywhere within the fifteen (15) day vacation period However, all vacation days and attached days off must run consecutively and start and end within the awarded vacation period

ii A Flight Attendant must designate his or her option within forty-eight (48) hours following the posting of the monthly bid awards If no option is designated, then Option 1 will default

iii A Flight Attendant who has lost more credit than the value of the vacation days shall be responsible to restore credit as outlined below A Flight Attendant may not restore credit on his or her vacation days off

aa A Flight Attendant holding a standard bidline may bid open-time during the SAP and throughout the bid period to bring his or her credit to the bid period guarantee or original bidline value, whichever is less A Flight Attendant holding a composite line may bid open-time to bring his or her credit to the original bidline value or the original number of days

bb Should a Flight Attendant be unsuccessful in bidding open-time, he or she may request ADD day assignments by the first day of the bid period to bring his or her credit to the bid period guarantee These ADD placements must meet FAR and contractual parameters

cc Should a Flight Attendant voluntarily elect not to pick up open-time or ADD days, his or her guarantee shall be reduced A Flight Attendant shall notify Crew Scheduling of this option by the deadlines as posted in the bid package calendar and the guarantee shall be reduced

iv Should the credit for the vacation days and remaining pairing be greater than seventy-five (75) credited hours, a Flight Attendant may elect to retain the credit or request to drop his or her credit to seventy-five (75) credited hours The request to drop credit must be conveyed by the deadlines as posted in the schedule bid package calendar Request to drop a pairing that spans a critical day as outlined in Section 14 Voluntary Schedule Adjustments, will not be accepted

v If a pairing(s) conflicts with the vacation period, the following may occur

aa The Flight Attendant may be required to fly the portion of the pairing(s) which does not conflict with his or her vacation block If Crew Scheduling determines that it is not feasible to keep the Flight Attendant on the remainder of his or her pairing(s), the pairing(s) will be removed

bb If the first day of the pairing conflicts with the last day of the vacation period, or the last day of a pairing conflicts with the first day of a vacation period, the Flight Attendant may elect to fly the entire pairing and be credited for the vacation day off The Flight Attendant's intent must be conveyed to Future Crew Scheduling by the date and time posted in the schedule bid package calendar

b Secondary Vacation

i Flight Attendants with secondary periods of three (3) to six (6) vacation days will have the option to attach up to eight (8) days off to the secondary vacation days The vacation days and attached days off must start and end within the awarded period and run consecutively

ii Flight Attendants with fewer than three (3) vacation days in the secondary period may not attach days off to coincide with the vacation days

iii Restoring lost credit will be handled as outlined in paragraph H 1 a iii

iv Should the credit for the vacation days and remaining pairing be greater than seventy-five (75) credited hours, a Flight Attendant may elect to retain the credit or request to drop his or her credit to seventy-five (75) credited hours The request to drop credit must be conveyed by the deadlines as posted in the schedule bid

package calendar Request to drop a pairing that spans a critical day as outlined in Section 14 Voluntary Schedule Adjustments will not be accepted

v If a pairing(s) conflicts with the vacation period, the following may occur

aa The Flight Attendant may be required to fly the portion of the pairing(s) which does not conflict with his or her vacation block If Crew Scheduling determines that it is not feasible to keep the Flight Attendant on the remainder of his or her pairing, the pairing will be removed

bb If the first day of the pairing conflicts with the last day of the vacation period, or the last day of a pairing conflicts with the first day of a vacation period, the Flight Attendant may elect to fly the entire pairing and be credited for the vacation day off The Flight Attendant's intent must be conveyed to Future Crew Scheduling by the date and time posted in the schedule bid package calendar

I Reserve bidline holders

1 During the bid period containing vacation, a reserve Flight Attendant shall have his or her bid schedule handled in accordance with the following

a Primary Vacation

i Eight (8) days off will be attached to the primary vacation days to provide a fifteen (15) day vacation period off

ii A Flight Attendant shall be responsible for eleven (11) reserve days outside of the vacation period in a thirty (30) day bid period and twelve (12) reserve days outside the vacation period in a thirty-one (31) day bid period Reserve availability may be in no more than two (2) blocks

b Secondary Vacation

i Flight Attendants with secondary periods of three (3) to six (6) vacation days will have eight (8) attached days off to the secondary vacation days The vacation days and attached days off must start and end within the awarded period and run consecutively

ii Flight Attendants with fewer than three (3) vacation days in the secondary period may not attach minimum days off to coincide with the vacation days

iii Reserve availability outside of the vacation period shall be determined by taking the number of days in the bid period, minus the number of vacation days and days off

J Shuffle Bid

1 Flight Attendants shall utilize the shuffle bid to change vacation periods Available vacation periods for the remainder of the year within each base shall be posted by 1200L (IND) on the first day of each bid period Only vacation periods for the bid period following the current bid period through the end of the year shall be available for bid Example Open vacation periods posted on May 1 will contain open vacation periods available for bid from June through December

2 The shuffle bid shall close five (5) days later at 0800L (IND) and awards posted no later than 1200L (IND) four (4) days following the close

3 The Company reserves the right to determine open vacation periods to be utilized in the shuffle bid All minimum vacation periods which are vacated shall be posted

4 Flight Attendants electing to utilize the shuffle bid shall be awarded new vacation periods in seniority order by base if available In the case of base transfers, a Flight Attendant must bid in the base in which he or she holds a transfer at the time of the vacation The Company shall award all open periods and may elect to back fill award periods to those that have bid

5 Flight Attendants may not bid out of the current bid period

K Vacation Trades

1 Vacation trades are permitted only between Flight Attendants at the same base Trade requests must be submitted in writing

2 A vacation trade request must be submitted at least fifteen (15) days prior to the first affected bid period Example to request a trade for a June vacation period, the request must be submitted no later than May 15

L Ad Hoc Vacation Days

1 A Flight Attendant may request Crew Scheduling to utilize a secondary vacation day(s) to drop a pairing, reserve day or ADD day during the bid period Ad hoc secondary vacation days may not be utilized to drop training events

2 A Flight Attendant shall have sufficient vacation day(s) to equal the days of the activity that is being dropped

3 Requests must be submitted to Crew Scheduling by the dates published in the bid period schedule bid package

4 Awards of ad hoc secondary vacation day drops shall be made in seniority order by base

5 The use of secondary vacation days on an ad hoc basis shall be implemented no later than January 1, 2001

M Volunteer List

A Flight Attendant on vacation or attached days off, may place his or her name on the volunteer list for additional flying

Section 20: Senior Program

A A full-time Flight Attendant with a minimum of one (1) year of full-time active service as an ATA Flight Attendant may apply for the Senior Flight Attendant qualification The one year minimum may be waived at the discretion of Inflight Management to a six (6) month active on-line service minimum based on previous airline and/or leadership experience The Company shall offer Senior qualification training by base, in seniority order to those individual Flight Attendants who have successfully completed the selection process A Flight Attendant who is not accepted into the program will be advised in writing of the reasons he or she was not accepted

B Crew Planning and the Union Scheduling Committee will work together to determine the number of Senior positions adequate for each base using the following parameters Senior downbidding history, equipment types being flown in the base, seniority of downbidders, bidline availability of Senior qualified Flight Attendants, and historical and future base flying hours Senior training will be provided at reasonable intervals

C Flight Attendants who are "Senior" qualified at the time of ratification of this agreement shall be considered qualified as a Senior

D Upon successful completion of the Senior training program, a newly qualified Flight Attendant must commit to maintaining the qualification for a minimum of twelve (12) consecutive bid periods This commitment applies to bidding and/or assignment to the Senior position The Senior may thereafter resign his or her qualification with a minimum of sixty (60) days prior written notice to become effective on the first day of the next applicable bid period Such Flight Attendant may be restricted from future program entry for a period of one (1) year from the effective date of withdrawal from the Senior program

E A transition period will be provided for the Company to train and qualify an adequate number of Flight Attendants for the Senior position Every reasonable effort will be made to complete the process within three (3) bid periods, but in no case more than six (6) bid periods, following ratification of this Agreement During this transition period some bidlines may be designated as "lead" bidlines and will be crewed and paid according to the 1994 collective bargaining agreement Following the transition period, all pairing(s) shall be constructed with a Senior position

F During each bid period bid process, Senior qualified Flight Attendants in a base may bid for available Senior bidlines These bidlines will be awarded in seniority order, by base, each bid period If an insufficient number of Senior qualified Flight Attendants bid for Senior bidlines, they will be assigned Senior bidlines in inverse order of seniority as outlined in Section 12 Scheduling

G Senior qualified Flight Attendants may pick up, drop and/or trade Senior pairings with other Senior qualified Flight Attendants as outlined elsewhere in this Agreement

H Senior qualified Flight Attendants shall receive pay when awarded or assigned the Senior position for a specific pairing as outlined in Section 4D Compensation, of this Agreement The exception shall be a Senior qualified Flight Attendant assigned or awarded a Senior reserve bidline, who shall receive the greater of the appropriate Senior pay for all hours credited on reserve or fifty (50) hours of Senior pay, as outlined in Section 4A 4 Compensation

I If a Senior position becomes vacant on a pairing, the vacancy will be filled in the following order

If greater than three (3) days out, through open-time bid, as outlined in Scheduling Section 12 C 5 and F also Voluntary Schedule Adjustment Section 14 A & B

If three (3) or fewer days out

1 To a Flight Attendant holding a Senior Bidline who is on MUD or ADD days

2 To a Flight Attendant holding a Senior bidline who is on reserve,

3 Offered to another Senior qualified Flight Attendant on the same pairing, in seniority order, at showtime If no Senior qualified Flight Attendant on the pairing accepts, the position will be assigned in inverse order of seniority

4 Through the order of assignment as outlined in Section 12 Scheduling

If no Senior qualified Flight Attendant is available, Inflight Management may approve a non-Senior qualified volunteer on that pairing to work the Senior position If there are no volunteers, Inflight Management may assign a Flight Attendant from those who have completed probation on that pairing, in inverse order of seniority Such Flight Attendant will be paid the appropriate Senior pay for the pairing

J 1 For the first two (2) years following ratification of this Agreement, existing Senior slotholders at the time of ratification will be guaranteed a Senior bidline, or pay in lieu thereof, for each bid period as long as they bid every Senior bidline prior to bidding a junior bidline

2 Notwithstanding the above, for the first two (2) years following ratification of this agreement, if there are fewer Senior bidlines offered in a particular base for a bid period than former slotholders, the former slotholders may intermix junior and Senior position bids and will be guaranteed a Senior bidline, or pay in lieu thereof, provided all of the Senior bidlines offered are included within their bid

Section 21· Language Qualified Program

A The Company has a Language qualified program for the following languages French,German, Portuguese, and Spanish Individual flights that require a language not listed above (Japanese, etc) will be placed into open-time, time permitting, for bid and may be awarded or assigned to a Flight Attendant who has registered his or her language fluency with the Company, and will be paid in accordance with the language qualified program

B A Flight Attendant may apply to be language qualified by sending a letter of interest to the Manager of Flight Attendant Training or his or her designee

1 After ratification of this agreement, the Company will have a new enrollment period for all current and new Flight Attendants who are interested in being language qualified The Company shall utilize external qualified language professionals to assess all applicants Upon successful completion of this qualification process, the Flight Attendant will be designated as language qualified in the appropriate language

2 The Company may also re-test a language qualified Flight Attendant to determine whether he or she meets the level of proficiency required A language qualified Flight Attendant at the time of ratification of this Agreement who fails to demonstrate the level of proficiency required will have one (1) year from date of his or her failure to pass to be retested and achieve proficiency level During that year the Flight Attendant will be considered as language qualified The Flight Attendant will have until the end of that year to successfully demonstrate the level of proficiency, otherwise he or she will lose his or her language qualified designation until such time as re-qualified

C A Flight Attendant who acquires language proficiency from a pre-approved language program (i e accredited school, language immersion school, Berlitz, tutor, etc) may submit the costs of such training to the tuition reimbursement program as outlined in the Employee Handbook

D A Flight Attendant who applies or reapplies to be language qualified must remain in the program for twelve (12) consecutive bid periods A language qualified Flight Attendant may resign his or her qualification with a minimum of sixty (60) days written notice, to become effective on the first day of the next applicable bid period The Company will not assign a Flight Attendant who has resigned the qualification to a language position

E Due to tour operator request and/or as determined by the Company, foreign language qualified Flight Attendants may be required on flight(s) operated by the Company Language positions on international flights on the 757 and L-1011 aircraft will be scheduled in addition to the FAA minimum crew

F The designated language qualified Flight Attendant may not work a lower galley position The Flight Attendant working the Senior position on international flights may not be scheduled as the only designated language qualified Flight Attendant on that flight

G Unless otherwise indicated or approved, only the language qualified Flight Attendant(s) awarded or assigned a pairing or bidline will be paid in accordance with Section 4 Compensation Notwithstanding this provision, due to extraordinary circumstances, the Senior Flight Attendant may recommend additional language qualified Flight Attendants to be paid in accordance with Section 4 H Compensation Should this occur, the Senior Flight Attendant will provide supporting documentation to Inflight Management with his or her flight evaluation

H Language qualified Flight Attendants may pick up, drop and/or trade language designated position trips with other same language qualified Flight Attendants as outlined elsewhere in this agreement

I Language qualified Flight Attendants may pick up pairing(s) for non-language designated positions as outlined elsewhere in this agreement If this occurs, no language pay will be provided

J Language qualified Flight Attendants holding a language qualified designated position on a bidline or for a specific pairing shall be paid language pay for the duty period that required a language qualified designated Flight Attendant as outlined in Section 4 Compensation, of this Agreement A language qualified Flight Attendant who has not bid, or was not awarded a language designated position, and who is involuntarily assigned a pairing as a language qualified Flight Attendant, will be paid the language pay for each duty period that required a language designated Flight Attendant

K If a language qualified position becomes vacant on a pairing, another language qualified Flight Attendant on the same pairing, in seniority order, will be assigned the language position If there is not another language qualified Flight Attendant on the crew, the pairing will then be placed in open-time, time permitting, or be assigned using the order of assignment in Scheduling Section 12 F , among those Flight Attendants who are language qualified If no Flight Attendant with that language qualification is available or can make the on time departure, then the open position will be assigned to a non-language qualified Flight Attendant using the order of assignment in Scheduling Section 12 F

L In bases where language qualified positions are needed, language qualified bidline (s) will be constructed and placed in the bid package for bid by language qualified Flight Attendants Such standard and composite bidlines will be constructed with at least fifty (50) percent of the duty periods designated as requiring a language qualified Flight Attendant If an insufficient number of speakers bid for the bidlines, language qualified Flight Attendants will be assigned in inverse order of seniority from that base

M Language qualified designated pairing(s) may be placed in open-time for bid Each pairing must be designated as such when placed in open-time If the pairing is not picked up through open-time, it will be assigned using the order of assignment in Scheduling Section 12 F , among those Flight Attendants who are language qualified If no Flight Attendant with that language qualification is available or can make the on time departure, then the open position will be assigned to a non-language qualified Flight Attendant using the order of assignment in Scheduling Section 12 F

N A language qualified Flight Attendant, in seniority order, may decline to be assigned a language position for two (2) bid periods per year as long as there is another available language qualified Flight Attendant in the base Declining to bid for two (2) bid periods does not impact the twelve (12) bid period commitment

Section 22: Grievance Procedure and System Board

A Grievance

1 Any Flight Attendant (or group of Flight Attendants) covered under this Agreement may file a grievance concerning any action of the Company affecting such Flight Attendant(s) The Company shall investigate all filed grievances Before filing a grievance, the Flight Attendant is encouraged to discuss any concerns with a Flight Attendant Manager and/or Union representative The Union and/or grievant may utilize an investigatory form to review an issue before a grievance is filed

2 Non Disciplinary Grievances

Step 1

A Flight Attendant who disputes a non-disciplinary action must, within thirty (30) days after the Flight Attendant has, or reasonably should have had, knowledge of the matter giving rise to the grievance, make a written request on a grievance form to the Flight Attendant Manager or designee, with a copy to the Manager, Employee Relations, for an investigation and review of the grievance The grievance form shall set forth a complete statement of the facts out of which the grievance arose, the provision(s) of the Agreement upon which the grievance is based, if applicable, and the relief sought A conference between the Flight Attendant, his or her Union representative and the Flight Attendant Manager or designee shall be held to review the facts involved in the grievance The Flight Attendant Manager or designee shall issue a written decision within thirty (30) calendar days following his or her receipt of the grievance form If the Flight Attendant finds the decision to be unsatisfactory, he or she may appeal the decision to the Manager of Flight Attendant Administration in writing within fourteen (14) calendar days following the Flight Attendant's receipt of the decision

Step 2

All grievances appealed to Step 2 shall be reviewed at a meeting between the Company and the Union to be held the second Tuesday of every other month (unless rescheduled by mutual agreement) In January, the Company and Union shall Schedule the six (6) Step 2 Meetings for the upcoming calendar year The Meetings shall be held in Indianapolis and attended by, among others, the Company's Manager, Flight Attendant Administration, Director of Inflight Services, Manager, Employee Relations and General Counsel, and the Union's grievance committee representatives, MEC President, MEC Board Members, and staff attorney

Each grievance discussed at a Step 2 Meeting will either be granted, settled or denied by no later than twenty one (21) calendar days following such Step 2 Meeting The Union grievance representatives shall be responsible to inform the grievant of the "outcome" of the review of his or her grievance at the Step 2 Meeting If the grievant is not satisfied with the Company's response at the Step 2 Meeting, the grievant may appeal the response to the System Board of Adjustment

3 Grievances Involving Discipline and Discharge

a A Flight Attendant who is being disciplined or discharged by the Company shall be notified if at all possible of such action in person, and the Company shall confirm its

action in writing at that time Such writing shall set forth the reason(s) for the Company's action

b In cases of discipline other than discharge, should the Flight Attendant wish to appeal the Company's action, he or she must file a written grievance to the appropriate Regional Flight Attendant Manager or designee, with a copy to the Manager, Employee Relations, utilizing a grievance form, within thirty (30) calendar days of the Flight Attendant's receipt of the Company's written notice of discipline Such a filing constitutes Step 1 for discipline, non-discharge grievances and shall be administered as outlined in Paragraph B (Step 1) If the grievant is not satisfied with the Company's response at Step 1, the grievant may appeal the response to the Step 2 Meeting between the Union and the Company

c In cases of discharge, the grievance process shall begin at the Step 2 Meeting Such appeals are filed on a grievance form with the Director of Inflight Services or designee, with a copy to the Manager, Employee Relations, within forty-five (45) calendar days of the Flight Attendant's receipt of the Company's notice of discharge If the Flight Attendant is not satisfied with the Company's response to the appeal at the Step 2 Meeting, the grievant may appeal to the System Board of Adjustment

4 General

a All Step 2 appeals shall be considered at the next Step 2 Meeting if received by the Company no later than ten (10) days prior to such meeting Appeals not received within this time frame shall be reviewed at the following Step 2 Meeting

b All written communication required by this section shall be by certified mail, return receipt requested or by any alternate method provided that such method can provide proof of receipt of the original document by the recipient A document may be served personally upon a Company representative if a receipt for such document is signed by the representative or designee

c A Flight Attendant who has filed a grievance may, at the Flight Attendant's request, have present, in person or by telephone, a Union representative during the Step 1 conference and at any subsequent step in the grievance process where the presence of the Flight Attendant is required

d Nothing herein shall be construed to restrict the right of a Flight Attendant who may face discipline or discharge by the Company from requesting and having a Union representative present, in person or by telephone, during any meeting with Company officials concerning the discipline or discharge of such Flight Attendant The Company shall make a good faith effort to remind a grievant of his or her opportunity to have a Union representative present In unusual circumstances and with prior notice to the Director of Inflight Services, the Union may request to have more than one (1) representative present at a meeting with the Company The Union shall make every effort not to delay the meeting due to its request for additional attendees

e The time limits set forth in this section may be extended by mutual agreement of the parties

f If the decision made by the Company is not appealed by the Flight Attendant within the prescribed time limits, the decision shall become final and binding Should the Company fail to reply within the prescribed time limits, the Flight Attendant may move to the next step in the Grievance Process

g If, as a result of any conference or appeal, as provided herein, the Flight Attendant is exonerated, he or she, if held out of service, will be reinstated without loss of seniority and shall be paid for the period of time held out of service In addition, the Flight Attendant's record shall be cleared of any material related to the grievance

h When a Flight Attendant is chosen to act as a representative or witness for another Flight Attendant, the Company shall permit such Flight Attendant(s) sufficient time free from duty to do so, subject to operational needs of the Company

i Either the Company or the Union may choose to bypass the Step 2 Meeting for any grievance

j At least three (3) business days prior to a Step 2 Meeting and upon written request, each party shall produce to the other copies of documents in his or her possession related to any grievance Scheduled to be discussed at the Step 2 Meeting

C System Board of Adjustment

1 Establishment and Purpose

In compliance with Section 204, Title II, of the Railway Labor Act, as amended, there is hereby established a System Board of Adjustment ("System Board" or "Board") for the purpose of adjusting and deciding disputes which may arise out of the interpretation and/or application of the Agreement or an alleged violation of the Agreement, or disciplinary or discharge action taken against a Flight Attendant Such Board shall be known as the American Trans Air Flight Attendant System Board of Adjustment

2 Filing with System Board

An appeal to the System Board shall be filed in writing to the System Board Chairman with copies to the Company's General Counsel, and the Manager, Employee Relations, within one hundred and eighty (180) days of the Step 2 Meeting decision or, in the case of a grievance which bypasses the Step 2 Meeting, within one hundred eighty (180) days of the grievant's receipt of the Company's Step 1 decision The grievant's appeal to the System Board shall include

a The question at issue,

b Statement of the facts,

c Position of the grievant, and

d Position of the Company

3 Members of System Board

a For each arbitration hearing held by the System Board, the Board shall consist of three (3) Board Members a Union representative, a Company representative and an arbitrator All Board Members, except the arbitrator, shall be full-time Company employees and, except for the arbitrator, no Board Member shall be an attorney

b A Chairperson and Vice Chairperson of the Board will be selected from the Board Members The office of Chairperson shall alternate yearly between the Company Board Member and the Union Board Member, with the Chairperson position being

held by the Union appointed Board Member in even-numbered years Whenever the position of Chairperson is filled by a Company appointed Board Member, the position of Vice Chairperson shall be filled by a Union appointed Board Member and vice versa

c The appointment of an arbitrator to serve with the Board Members for a particular arbitration shall be by mutual agreement between the parties from the panel described in paragraph d below or, if the parties are unable to reach agreement within fourteen (14) days of the Board's receipt of a grievance, by the alternate strike method whereby each party shall alternately strike the name of a panel member with the last remaining panel member being the neutral arbitrator for the subject arbitration Said striking must occur, if at all, within twenty-one (21) days of the Board's receipt of a submission

d Arbitrators

i The Company and the Union have agreed to a panel of nine (9) arbitrators who will serve as the third member of the Board
ii Composition of the panel of arbitrators may be reviewed by the Company and the Union each June 1st and substitutions, deletions and additions may be accomplished by mutual agreement

e Hearings

i Arbitration hearings shall be conducted in Indianapolis, Indiana unless the Company and the Union mutually agree to an alternate location
ii Both parties shall submit their version of a statement of issue to the other party no later than the day prior to the arbitration hearing
iii The parties should utilize joint exhibits whenever possible
iv The number of witnesses called may not interfere with the operational needs of the Company

4 General

a Decisions of the Board shall be rendered within thirty (30) days after the close of the hearing and/or submission of briefs, and shall be by a majority vote and shall be final and binding on all parties

b The Board shall have jurisdiction over and shall consider disputes as described in Section 22 b 1 Grievance Procedure and System Board The Board shall be empowered to grant, modify, or deny any relief or remedy requested However, the jurisdiction shall not extend to proposed changes in hours of employment, rates of compensation, or working conditions nor shall the Board have the authority to alter the express terms of this Agreement

c Each Board Member shall be free to discharge his or her duty in an independent manner, without fear that his or her individual relations with the Company, the Union or the Flight Attendant may be affected in any matter by any action taken by him or her in good faith in his or her capacity as a Board Member

d Each party will assume the travel expenses and other expenses of its Board Members and its own witnesses At an Arbitration Board hearing, the Company and Union will share the expenses of any witnesses who are summoned by the Board Where and when Company transportation is available, free space available travel will be provided

e Board Members who are employees of the Company shall receive base pay and benefits during the performance of their duties as Board Members

f When it is mutually agreed that a stenographic transcript is to be made of a hearing, one half (1/2) the costs shall be borne equally by each party Should only one (1) of the parties have a stenographic transcript made, that party shall pay the complete cost of the transcript The other party shall, however, be provided with a copy of the transcript upon request by paying one half (1/2) of the costs

g Costs associated with a hearing (e g room rental, arbitrator fees and expenses), other than costs related to the production of a stenographic transcript, shall be borne equally by the parties

5 Except as expressly set forth in this Agreement or when the employees or the employer have waived rights or privileges accorded to them, nothing herein shall be construed to limit, restrict or abridge the rights or privileges accorded either the employees or the employer, or his or her duly accredited representatives, under the provisions of the Railway Labor Act, as amended

Section 23: Sick Time and Personal Time

A On January 1st of year two (2) and subsequent years of full-time employment, each Flight Attendant shall be granted nine (9) paid days, eight (8) of which shall be considered sick time and one (1) may be used for other personal reasons A new hire Flight Attendant will be granted sick and personal time as follows

Date hired	Sick and personal time available
By 4/30	5 days/1 personal day
By 8/31	3 days/1 personal day
After 8/31	0

B Upon ratification of this Agreement, all remaining current year sick days and banked sick days shall be maintained

C 1 In order that Flight Attendants may provide for future possible illness or injury, unused current year sick days may be banked for future use Any sick time which is unused on December 31 shall be converted to banked sick time

2 Effective December 31, 2000, the accumulation of banked time will be increased to thirty-five (35) days, as of December 31, 2001 the accumulation of banked time will be increased to forty (40) days Banked time is not paid out upon separation from the Company and is generally available for use only when on a medical leave of absence

3 If a Flight Attendant has used all annual sick leave and wishes to apply his or her banked time for an illness or injury other than a medical leave of absence, the Flight Attendant may be requested to submit a physician's certification verifying illness or injury and banked time may then be applied Such days shall apply towards the Company's attendance program

4 A Flight Attendant in year two (2) or more of employment who is granted a medical leave of absence, at his or her option, may notify the Company that he or she wishes to defer application of a portion of current year sick time, if available, using the following Schedule

If the medical leave begins before 4/30	Five (5) current sick days may be deferred if available
If the medical leave begins between 5/1 and 8/31	Three (3) current sick days may be deferred, if available
If the medical leave begins after 8/31	0 current sick days may be deferred

Banked time, if available, as outlined in Section 24 Unpaid Leaves of Absence shall be applied

D A day missed because of sickness or injury will be deducted from the sick time account and the Flight Attendant will be credited for each day missed at a rate of four hours and ten minutes (4 10), up to the total amount of days in his or her sick time account These paid sick days will protect the Flight Attendant's guarantee If a Flight Attendant calls out sick for a single duty period which originates in base on one (1) calendar day and terminates in base on the next calendar day, he or she will be charged for one (1) sick day The Flight Attendant will be paid the guarantee or actual credit, whichever is greater

Example 1 A Flight Attendant has a seventy-five (75) hour bidline and calls in sick for a one (1) day pairing worth ten (10) hours of flight time The sick day has 4 10 credited and the Flight Attendant ends the bid period with sixty-nine hours and ten minutes (69 10) earned credit The Flight Attendant's guarantee is protected by the sick day and will be paid seventy-five (75) hours

Example 2 A CHI based Flight Attendant has a seventy-five (75) hour bidline and calls in sick for a turnaround trip worth eight (8) hours which is scheduled to depart MDW at 2030 L MDW and return to MDW the following morning at 0630 L MDW The Flight Attendant would have one (1) sick day deducted from his or her sick bank account The sick day has four hours and ten minutes (4 10) credit and the flight attendant ends the bid period with seventy-one hours and ten minutes (71 10) earned credit The Flight Attendant's guarantee is protected by the sick day and he or she will be paid seventy-five (75) hours

Example 3 A IND based Flight Attendant has a seventy-five (75) hour bidline She works her turnaround worth eight (8) hours which departs IND at 2030 L IND Monday night and returns to IND the next day, Tuesday morning She also has a turnaround flight worth eight (8) hours scheduled to depart Tuesday night at 2030 L IND and return to IND the next day, Wednesday morning She calls in sick for this flight On Wednesday night she works a turnaround flight worth eight (8) hours which departs 2030 L IND and returns to IND the next day, Thursday morning The Flight Attendant has one (1) sick day deducted from her sick bank account The sick day has four hours and ten minutes (4 10) credit and the flight attendant ends the bid period with seventy-one hours and ten minutes (71 10) earned credit The Flight Attendant's guarantee is protected by the paid sick day and she will be paid seventy-five (75) hours

E A Flight Attendant who has insufficient sick time credit in his or her sick time account will be paid up to the amount of sick time available If the Flight Attendant is under bid period guarantee because of insufficient sick time, the Flight Attendant will have his or her guarantee adjusted by four hours and ten minutes (4 10), multiplied by the number of days unavailable because of sick time If a Flight Attendant calls out sick for a single duty period which originates in base on one (1) calendar day and terminates in base on the next calendar day, he or she will be charged for one (1) sick day The Flight Attendant will be paid the adjusted guarantee or actual credit, whichever is greater

Example A Flight Attendant has a seventy-five (75) hour bid line and calls in sick for a one (1) day pairing worth ten (10) hours of flight time The Flight Attendant does not have sick days left in her sick time account The Flight Attendant's guarantee will be adjusted by four hours and ten minutes (4 10) to seventy hours and fifty minutes (70 50) The Flight Attendant ends the bid period with sixty-five (65) hours of flight time and will be paid the adjusted guarantee of seventy hours and fifty minutes (70 50)

F The Company may assign MUD during the balance of the days of the missed pairing up to the bidline credit after the SAP

Example 1 A Flight Attendant has an eighty-eight (88) hour bidline and calls in sick for the first and second day of a four (4) day trip worth ten (10) hours The Flight Attendant would have two (2) sick days deducted from his or her sick bank

account The sick days have an eight hour and twenty minute (8 20) credit and the Flight Attendant has eighty-six hours and twenty minutes (86 20) earned credit The flight attendant has a credit deficit of one hour and forty minutes (1 40) In exchange for credit protection for the original eighty-eight (88) hour bidline and in accordance with Section 12 C 1 Scheduling, the flight attendant will provide two (2) MUD days during the balance of the days of the originally scheduled trip Once the deficit is restored, any remaining MUD days will be removed If the Flight Attendant does not pick up makeup flying or is not assigned flying on these MUD days, he or she would be paid eighty-three hours and forty minutes (83 40) at the straight hourly rate and four hours and twenty minutes (4 20) at one and one half (1 ½) times the hourly rate

Example 2 A Flight Attendant has an eighty-eight (88) hour bidline and calls in sick for the first day of a two (2) day trip worth four (4) hours The Flight Attendant would have one (1) sick day deducted from his or her sick bank account The sick day has a four hour and ten minute (4 10) credit and the Flight Attendant has eighty-eight hours and ten minutes (88 10) earned credit In accordance with Section 12 C 1 Scheduling, because the credit from the sick bank is greater than the credit of the originally scheduled trip, the Flight Attendant owes no additional availability

G A Flight Attendant absent for a full bid period because of illness or injury and who has the adequate amount of sick days available shall be paid the seventy-five (75) hour guarantee

H Unused sick time is not paid out upon separation from the Company

I Following a Workers' Compensation illness or injury, verified with proper medical documentation, which is caused by an aircraft accident as defined by the National Transportation Safety Board (NTSB) or serious incident as outlined in Section 26 C 10 Health and Safety, the Company will provide

1 Bid period guarantee protection for the remainder of the bid period in which the illness or injury occurs,

2 Bid period guarantee protection for the following next bid period,

3 Such protection shall be determined based on the difference between the bid period guarantee and the Workers' Compensation benefit received by the Flight Attendant

J A Flight Attendant may use current and/or banked (if applicable) sick leave for a Workers' Compensation illness or injury concurrently with the Workers' Compensation pay after any eligible salary continuance ends, however he or she is not required to do so and may only accept pay from Workers' Compensation

K For personnel record keeping and pay purposes, a Flight Attendant shall not be considered on sick time on the days he or she was not scheduled to be available for duty

L A Flight Attendant is only required to disclose the specifics of a personal illness or injury to Company medical staff A Flight Attendant may be asked for, but is not required to provide, a written release to allow Company medical staff to discuss the nature of a personal illness or injury with the Flight Attendant's physician Notwithstanding the foregoing, the provisions of Section 25 Medical Examination may be implemented

M A Flight Attendant may request his or her sick time records for the past twelve months A Flight Attendant's current sick time balance will continue to be available on the pay check summary

N A Flight Attendant who takes a non-medical leave of absence or is furloughed will maintain his or her sick time bank for use when active status is resumed Personal days may not be used for employee medical or worker's compensation leaves of absence

O A Flight Attendant may use available current year sick time for eligible illnesses or injuries as outlined under the Family Medical Leave Act of 1993 (FMLA) for spouse, children and parents, these days shall not be applied towards the Company's attendance program A Flight Attendant may also use available current year sick time for illnesses of dependent children under the age of eighteen (18) However these days shall apply towards the Company's attendance program

P A Flight Attendant may be requested to provide a doctor's written confirmation of illness or injury

Q A Flight Attendant shall have available one (1) day for personal use with three (3) days notice to the appropriate scheduling personnel This day may not be used during critical days or be attached to a vacation period If three (3) days notice is not possible, the Flight Attendant may request a personal day be approved by the appropriate Inflight supervisor If the personal day is not used by December 31, it may be converted to sick time and placed in the Flight Attendant's sick bank up to the bank maximum level Two (2) additional paid personal days may be granted at Inflight Management's discretion

R For each year of perfect attendance a Flight Attendant will have three (3) days added to his or her sick bank, up to the bank maximum level A Flight Attendant shall participate in any Company incentive program related to attendance provided to other employees

S A Flight Attendant who is unable to report for duty will notify the Company as soon as possible and no less than three hours notice prior to showtime

Section 24· Unpaid Leaves of Absence

A General

1 There are seven (7) types of unpaid leaves of absence available for a Flight Attendant Employee Medical, Recuperative, Worker's Compensation, Family Care, Personal, Military and Union

2 Flight Attendants are required to submit the request for leave at least thirty (30) days before the leave is to begin unless the need is unforeseeable Failure to provide thirty (30) days notice may result in a delay in the process Certain documentation and/or medical certification may be required prior to approval

3 In considering the leave request, the Director of Inflight Services (or his or her designee), will take into account the type of leave requested, the duration, staffing requirements, the Flight Attendant's job classification and length of service, as well as any legal ramifications A decision regarding the request shall be rendered prior to requested commencement

4 At the end of an approved leave of absence, the Company will reinstate the Flight Attendant to the job classification and base held prior to the commencement of the leave without any reduction in salary and benefits

5 Insurance benefits will be continued during all types of leave subject to payment, where applicable, of the appropriate premiums by the Flight Attendant as required by the Company and permitted by law

6 In cases where the Company has reason to believe that a medical condition, illness or injury impairs the Flight Attendant's ability to perform his or her duties, the Company may request that the Flight Attendant obtain from his or her physician verification that the Flight Attendant is not impaired Any disputes regarding a Flight Attendant's ability to work shall be resolved in accordance with the Medical Examination Section of the Agreement

7 Flight Attendants returning from a leave due to illness or injury must provide a physician's release statement certifying the Flight Attendant is capable of returning to work

B Family Medical Leave Act

The Company will at all times remain in compliance with the requirements of the Family Medical Leave Act of 1993, as amended, and as outlined in its leaves of absence policies in the Employee Handbook

C Employee Medical

1 After the probationary period of six (6) months, an Employee Medical leave shall be granted to a Flight Attendant after four (4) consecutive days or more of illness or injury provided such illness or injury did not arise out of his or her Company employment In such case, Paragraph E applies

2 Employee medical leaves shall be approved based on proper medical certification and timely completion of required documentation for up to eighteen (18) months, generally in up to six (6) week segments Employee medical leave may be extended for an additional eighteen (18) months, generally in six (6) week segments, with proper medical certification and timely completion of required documentation If a definitive period of time can be

determined beyond six (6) weeks, the request may be granted for that entire period Medical recertification at reasonable intervals may be required The maximum medical leave time available is thirty-six (36) months

3 During an Employee Medical leave

a Any unused current and/or banked (if applicable) sick days, or any other available paid time, not including vacation, will be applied immediately and will run concurrently with the leave However, a Flight Attendant in year 2 or more of employment, may at his or her option, notify the Company that he or she wishes to defer application of a portion of current year sick time, if available, using the following schedule

If the medical leave begins before 4/30	Five (5) current sick days may be deferred, if available
If the medical leave begins between 5/1 and 8/31	Three (3) current sick days may be deferred, if available
If the medical leave begins after 8/31	0 current sick days may be deferred

b After six (6) consecutive weeks of leave, unused vacation days will be applied and will run concurrently with the leave It is the Flight Attendant's option to request vacation to be applied during the initial six (6) consecutive week period

c Flight Attendants are required to pay the employee portion of applicable insurance costs as required by the Company at the beginning of each month during the first year of employee medical leave In the second (2nd) year of a leave, the Flight Attendant must pay all applicable insurance costs at the beginning of each month

d Longevity for pay and benefit purposes is retained and accrued for the first year of employee medical leave For any time beyond one (1) year, longevity for pay and benefit purposes will be retained, but not accrued

e Flight Attendant system seniority is retained and accrued

D Recuperative Leave

If a Flight Attendant is on Employee Medical leave due to pregnancy, the Company will approve up to twelve (12) weeks of recuperative leave immediately following the birth of a child Note A Flight Attendant may apply for a personal leave of absence following completion of a recuperative leave (See G)

E Workers' Compensation Leave

1 In the event an illness or injury occurs that results in Workers' Compensation benefits, the Company will remain in compliance with applicable law

2 A Workers' Compensation leave shall be approved based on proper medical certification and timely completion of required documentation up to a maximum of thirty-six (36) months, generally in up to six (6) week segments If a definitive period of time can be determined beyond six (6) weeks, the request may be granted for that entire period Medical recertification at reasonable intervals may be required

3 Following a Workers' Compensation illness or injury, verified with proper medical documentation, which is caused by an aircraft accident as defined by the National Transportation Safety Board (NTSB) or serious incident as outlined in Section 26 C 10 Health and Safety, the Company will provide

a Bid period guarantee protection for the remainder of the bid period in which the illness or injury occurs,

b Bid period guarantee protection for the following next bid period,

c Such protection shall be determined based on the difference between the bid period guarantee and the Workers' Compensation benefit received by the Flight Attendant

4 A Flight Attendant may use current and/or banked (if applicable) sick leave for a Workers' Compensation illness or injury concurrently with the Workers' Compensation pay after any eligible salary continuance ends, however he or she is not required to do so and may only accept pay from Workers' Compensation

5 It is the Flight Attendant's option to request available vacation to be applied during the leave

6 Flight Attendants are required to pay any required employee portion of applicable insurance costs as required by the Company and permitted by law during the first year of Worker's Compensation leave After the first year of a leave, the Flight Attendant must pay all applicable insurance costs as required by the Company or permitted by law If a Workers' Compensation leave arises out of "an accident or incident" as defined by the FAA, a Flight Attendant will continue to pay only the employee portion of applicable insurance costs as required by the Company or permitted by law

7 Longevity for pay and benefit purposes and system seniority will be retained and accrued

F Family Care Leave

1 Family Care leaves will be governed by the requirements of the Family Medical Leave Act, as amended, and as outlined in the Company's leaves of absence policies in the Employee Handbook

2 Family Care leaves may be requested for two (2) reasons

a To care for a new child This leave may be taken only during the twelve (12) month period that begins with the date of birth, adoption, or placement

b To care for the "serious health condition" of the employee's spouse, child or parent

c Family Care Leaves may be approved for up to twelve (12) weeks and may require a physician's medical certification

3 After four (4) consecutive weeks, unused vacation days will be applied immediately and will run concurrently with the leave It is the Flight Attendant's option to request vacation to be applied during the initial four (4) week period

4 Flight Attendants are required to pay any required employee portion of applicable insurance costs as required by the Company or permitted by law

5 Longevity for pay and benefit purposes and system seniority will be retained and accrued

G Personal Leave

1 If a Flight Attendant lacks eligibility for any other type of leave, a Flight Attendant may apply for a Personal leave An individual personal leave may be granted at management discretion for a minimum of two (2) week increments or for an entire month based on a bid period not to exceed six (6) consecutive months

2 A Flight Attendant may make a written request for unpaid personal days for a specific day or days to the appropriate Inflight supervisor, which may be granted at the complete discretion of management based on operational requirements

3 When on a Personal leave, the following applies

a If the leave extends beyond thirty (30) days, longevity for pay and benefit purposes will be retained but will not continue to accrue

b Seniority will accrue during a personal leave for up to six (6) months

c After four (4) weeks, unused vacation time will be applied immediately and will run concurrently with the leave It is the Flight Attendant's option to request vacation to be applied during the initial four (4) week period

d Once a personal leave extends beyond thirty (30) days, Flight Attendants are required to pay the entire applicable insurance cost as required by the Company and permitted by law

H Military Leave

1 A military leave of absence requested by a Flight Attendant on the Company System Seniority List shall be granted pursuant to, and such Flight Attendant's right to return to employment, seniority and benefits shall be governed by, the Veterans Re-employment Rights Act (the "Act"), provided that such Flight Attendant satisfies the eligibility criteria set forth in the Act

2 A Flight Attendant requesting a military leave of absence is required to provide the Company with a copy of his or her military orders and a written request for a leave of specific duration within four (4) days after receipt of said orders, provided that the Flight Attendant shall make every effort to provide the Company with at least thirty (30) days prior written notice of the leave request

3 Flight Attendants must bid lines which will accommodate scheduled military commitments where possible Although military leave is unpaid, a Flight Attendant may elect to collect any vacation pay to which he or she is entitled during the period of absence

Section 25: Medical Examination

A A Flight Attendant may be required to undergo a medical examination if he or she appears to have a mental health or physical condition that may prevent the Flight Attendant from performing his or her Flight Attendant duties Such requirement would be limited to once per twelve (12) month period unless there are reasonable grounds to believe the Flight Attendant is unable to perform his or her duties

B Medical examination or tests required by the Company shall be paid for by the Company This applies to a Flight Attendant's overall mental or physical ability to perform his or her duties and is not applicable to Company requests for return to work releases from short-term illness or injury

C The Company shall designate and approve a licensed physician to perform the medical examination The Flight Attendant's personal physician may be considered by the Company

D All examining physicians shall inform the Company and Flight Attendant

1 Whether the Flight Attendant is medically qualified to fly and perform his or her duties

2 The nature of the illness or injury

3 The estimated date of return to flight status

E If the Company has questions concerning the physician's findings, the Company Medical Coordinator may contact the physician, review any concerns and explain the Flight Attendant job requirements to ensure the physician's understanding

F Either the Company or the Flight Attendant may request a second opinion The party requesting a second opinion will determine the physician and pay the associated expenses

G In the event the findings of the two (2) physicians differ, either party may request that the two previous physicians agree upon and appoint a third, qualified and disinterested physician, within fifteen (15) days for the purpose of making a further medical examination The physician will make a further examination of the Flight Attendant in question and the case will be resolved based upon the physician's findings

H The cost of retaining the disinterested physician shall be borne equally by the Flight Attendant and the Company Copies of the report of the disinterested physician shall be furnished to the Flight Attendant and to the Company

I A Flight Attendant removed from flight status and upon approved medical leave shall be returned to work by the Company upon written certification that the Flight Attendant's mental health or physical condition no longer prevents the Flight Attendant from performing his or her Flight Attendant duties

J Any information obtained as a result of a Company required medical examination shall be strictly confidential between the Company, the physician and the Flight Attendant (Flight Attendants may be required to sign a medical record release form)

K This section does not preclude any requirements by the Company's insurance administrators for additional medical examination and/or information related to benefit coverage eligibility and/or continuation

Should it be determined that a Flight Attendant was inappropriately held out of service as a result of the medical examination requirements, the Flight Attendant would be paid retroactively for the time lost in an amount equal to what he or she ordinarily would have earned if his or her flight status had been uninterrupted

Section 26: Health and Safety

A Emergency Response

1 The Company shall include the MEC President or designee and the MEC Air Safety Chairperson on the Company's emergency response plan call list

2 The Company shall notify the MEC President or designee as soon as possible any time a Flight Attendant is injured during the performance of his or her duties as a result of an incident or accident as defined by the National Transportation Safety Board (NTSB)

3 The Company shall notify the MEC President or designee as soon as possible of an incident or accident as defined by the NTSB The Company shall also provide the Union with copies of Flight Attendant written reports of such incident or accident

4 The Company shall make every effort to obtain the necessary credentials required for Union access to an accident site involving Company aircraft Appropriate Union officials shall be released from duty as necessary

B Corporate Safety committee

1 The Union may appoint one representative to the Company's Corporate Safety Committee Such representative shall be invited to all meetings of the Safety Committee Consideration will be given to any concerns of or recommendations made by the representative concerning the safety and health of Flight Attendants

2 The MEC Safety Chairperson or Union qualified designee shall be invited to attend Company-FAA emergency evacuation demonstrations or partial demonstration of airplanes that the Company plans to operate

C General Safety

1 The Company shall notify Flight Attendants upon confirmation of any environmental hazard to which they may be exposed while on duty

2 The Company shall make every effort to standardize the configuration of safety or emergency equipment on each series of aircraft as appropriate, except when cabin structure changes are necessary

3 The Company shall confer with the MEC President or designee before initiating a major change in class of service, galley or seating reconfiguration

4 Material Safety Data Sheets for all chemicals used to clean, disinfect, exterminate, seal or otherwise treat aircraft interiors shall be available to the Union for review upon request

5 The Company will continue to maintain zero tolerance for assaults and/or interference involving crewmembers

6 Flight Attendants involved in special military flights will be briefed to the extent possible of the expectations of the exercise

7 The Company will ensure that all passengers on IOM and/or Hadj flights have had all appropriate medical screening and that any necessary safeguards for Flight Attendants have been implemented All such flights will first be put in open-time, time permitting, with a notation that this is an IOM or Hadj flight If there are no bidders through open-time, the Company will then go to the standing volunteer list which is maintained specifically for these special flights If there are no volunteers, then the Company may assign the pairing in inverse order of system seniority

8 If a bomb threat is received by the Company, a Flight Attendant shall not be required to perform a bomb search, other than in-flight, and shall not be required to remain on board an aircraft during such a search

9 The Company will notify the MEC President or designee as soon as possible upon receipt of information from the U S State Department and/or military regarding hostilities and/or political disruptions which may present a danger to the safety of Flight Attendants at stations into which they are required to fly The Company will consult with the MEC President as to appropriate safeguards which have been implemented

10 A Flight Attendant shall, upon request, be released (with pay and credit) from the remainder of his or her duty day if he or she has been involved in (a) an aircraft accident as defined by the NTSB, or (b) a serious incident onboard an ATA aircraft involving any of the following

(1) serious injury to a Flight Attendant which prevents a Flight Attendant from performing his or her normal flight duties,
(2) actual passenger evacuation of an ATA aircraft involving the use of safety equipment,
(3) inflight fire onboard an ATA aircraft resulting in injuries to a Flight Attendant,
(4) a physical assault which results in injury, and requires the assistance of local or federal law enforcement officers,
(5) recognized decompression resulting in the dropping of oxygen masks in the cabin of an ATA aircraft,
(6) severe turbulence resulting in serious injury to a Flight Attendant or substantial interior damage to an ATA aircraft

If appropriate, the Flight Attendant will be positioned to his or her base as soon as possible following debrief of the situation, if necessary, and any required participation in an agency or law enforcement investigation

Section 27: Benefits

A Except as agreed upon by the Company and Union, the Company will make available to each Flight Attendant an employee benefits plan no less favorable than that provided to all Company employees

B The benefits plan shall consist of options in the following categories Medical, Dental, Life, Short-Term Disability, Long-Term Disability, and Spending Accounts so long as permitted by law The benefits plan shall include all provisions of this section

C Medical Insurance

1 The features of the medical plan will be summarized in booklet form with a copy provided to each Flight Attendant

2 Medical credits are provided based on years of Company service and the dependent tier which is selected by the employee Credits for employees with less than two years of full-time service are sixty-five percent (65%) of the credits provided for those with two or more years of full-time service Upon completion of two (2) years of full-time service, Flight Attendants receive one hundred percent (100%) of the medical credits provided

3 Medical credits of one hundred per cent (100%) will be equal to the cost of the available medical plan options for employee only and employee plus one (1) categories Medical credits for employee plus two (2) or more coverage shall be determined as follows

a One hundred percent (100%) of medical credits provided in years 2001 and 2002 of this agreement

b For year 2003, if the cost of employee plus two (2) or more coverage increases more than ten percent (10%) annually, the Flight Attendants shall pay twenty-five percent (25%) of the percentage increase over ten percent (10%) not to exceed two percent (2%) of base salary

4 For the year 2000, a Flight Attendant shall have the following medical plan options

a Continue in the indemnity plan as enrolled,

b Transition to the Preferred Provider Plan (PPO),

c Transition to the HMO plan where available

Flight Attendants hired after the date of ratification may enroll in either the PPO plan or the HMO plan where available As of January 1, 2001, the Flight Attendant medical plan options shall consist of either the PPO plan, or the HMO plan where available, except as otherwise provided in C 6

5 The medical plan features of the preferred provider plan would include

a two hundred dollar ($200) deductible

b coverage of eligible charges at ninety percent (90%) in network, seventy percent (70%) if out of network,

c for individual in-network, an out-of-pocket maximum of one thousand dollars ($1,000) after the deductible,

d a doctor visit co-pay of ten dollars ($10 00),

e an in-network prescription program with a ten dollar ($10 00) co-pay for all generic prescriptions and a fifteen ($15 00) co-pay for brand prescriptions

6 Flight Attendants without access to the preferred provider or network shall continue to be covered by the indemnity plan with the same deductible ($200) and out-of-pocket maximum ($1,000) as provided in the preferred provider or network plan, with reimbursement at eighty percent (80%) after the deductible of applicable charges up to the out-of-pocket maximum

7 The Company also intends to establish an HMO alternative in every location possible where costs, plan design and quality of care of such an alternative are consistent with the preferred provider or network plan

8 Mental Health coverage is included as part of medical coverage, therefore, co-insurance levels are the same There is a maximum of thirty (30) visits per year on an outpatient basis

9 The medical plan will be consistent with the following

a A Flight Attendant who has completed two (2) or more years of full-time service must elect a medical plan for her or himself and eligible dependents, except that where a Flight Attendant furnishes proof of existing coverage for her or himself and eligible family members, he or she may waive coverage In the event the Flight Attendant and/or eligible family members lose coverage under any other medical plan, they may be eligible to participate, subject to terms and conditions of the medical plan and contingent upon evidence of insurability, at the next plan enrollment period or on-time submission of appropriate documentation within thirty-one (31) days of a family status change, in which case no evidence of insurability is required

b A Flight Attendant with two (2) or more years of full-time service must elect a minimum core package of one (1) times base pay of basic life insurance and the minimum level of short-term disability insurance An exception may be made for those Flight Attendants who are covered under a State Temporary Disability Law A Flight Attendant covered under a State Disability Law is not required to maintain the Company offered short-term disability, however, he or she may elect to be covered under both plans

c A first or second year Flight Attendant who does not elect medical, short-term disability and/or employee life insurance coverage, will be required to sign a waiver and a Company prepared Notice of Eligibility Such notice will advise the Flight Attendant of his or her eligibility for coverage, the potential for ineligibility, and the mandated coverage upon completion of two (2) years service The notice will, in addition, describe the requirement to produce evidence of insurability, the potential expense to the applicant in obtaining that evidence, and discuss the pre-existing condition provision requirements

10 All allowable insurance coverages not covered by Company provided credits may be paid by the Flight Attendant on a federal and state pre-tax basis so long as permitted by law

11 Flight Attendants with two (2) or more years of service who choose not to participate in the medical plan will receive opt out credit totaling six hundred dollars ($600) per year, payable on a pro-rata basis each pay period If a Flight Attendant's employment is terminated for any reason, remaining opt out amounts are forfeited

12 Changes in the benefits plan design can be made only on an annual basis, and will be effective on January 1 of each year unless otherwise required by law, or agreed to by the Company and the Union No changes to the features of the medical plan, except those specified in this proposal, shall be permitted without consent of the Union

13 Flight Attendants may automatically convert the Company medical plan to an individual medical plan at the time of expiration of COBRA coverage

14 In the event national health care laws are enacted which substantially change the structure of the benefits plan, the Company and Union shall meet to amend this section of the Agreement

D Personal Credits

In addition, Flight Attendants will receive personal credits at the same level as provided all other employees based on full-time service, which Flight Attendants may apply toward the cost of any non-medical benefits coverages Such credits shall not be diminished from the current level during the term of the agreement

E Annual Plan Meeting

1 The Company shall meet with the Union no later than in the fourth quarter of each year, and at least thirty (30) days prior to the start of a new plan year to review any plan changes

2 The Union will be encouraged to suggest improvements and/or cost savings ideas, as appropriate

F Retirement Savings Plan

1 Flight Attendants shall be eligible for participation in the Company's 401(k) Retirement Savings Plan as generally provided to other employees by Company policy

2 Such plan will provide for the following

a Eligibility at the first opportunity at the beginning of the calendar quarter following one year from date of hire

b Opportunity to contribute up to eighteen percent (18%) of eligible pay to the 401(k) Plan

c "Eligible pay" and "salary" will not be reduced by any pre-tax contributions to the benefit plan and/or 401(k)

d The Company shall provide a matching contribution on a quarterly basis for each one dollar ($1) up to six per cent (6%) of eligible pay contributed by a Flight Attendant, according to the following schedule

Plan year beginning 1/1/00 - $ 50
Plan year beginning 1/1/01 - $ 55
Plan year beginning 1/1/02 - $ 60

The quarterly match will be paid by the end of the month following the end of each quarter

3 The Company upon request will provide the Union copies of all documents pertaining to the 401(K) Plan, including but not limited to the Annual Report - form 5500, with all schedules, copies of all amendments and any restated 401(k) Plan Documents

4 A Flight Attendant representative shall serve as a member of the Company 401(k) Committee

5 The Company policies referred to in this section shall not be changed or discontinued during the term of this Agreement, without the consent of the Union

G Employee Stock Purchase Plan

Eligible Flight Attendants may voluntarily participate in the American Trans Air, Inc Employee Stock Purchase Plan as provided to other employees of the Company Such plan will include the opportunity for Company stock purchase through payroll deduction

H Employee Stock Ownership Plan

All Flight Attendants shall participate in the ESOP on terms as favorable as provided to all other employees, as long as such a plan exists

I Tuition Assistance

A Flight Attendant may receive one hundred percent (100%) of tuition costs, up to six hundred dollars ($600) per calendar year, for an approved accredited program or course of study as outlined in the Employee Handbook, or as outlined under Section 21 Language Qualified Program

J Business Travel Accident Insurance

Loss of life or dismemberment as a result of an accident while traveling on Company business is covered with a maximum of one hundred thousand dollars ($100,000) benefit The premium for this coverage is fully paid by the Company Such coverage shall include all flying, including CRAF

K Free and Reduced Transportation

1 A Flight Attendant who has completed initial new hire training and is on active status shall be granted no less free and reduced rate transportation privileges than those granted generally to other employees by Company policy and interline agreements American Trans Air customers, for example tour operators, determine employee travel policy on contracted flights

2 Travel privileges for Flight Attendants with special circumstances e g disabled, furloughed, retired, surviving family members, etc will be as outlined under Company policy

3 A Flight Attendant shall have the ability to reserve cabin jumpseats on a first come, first served basis as provided under the Company's jumpseat policy

4 Upon request and to the extent possible the Company will provide space available travel passes for employees traveling on Union business, and/or Union staff members traveling on Union business directly related to American Trans Air Flight Attendants

5 The Company policies referenced in this Section are those in effect on October 1, 1999, and which shall not be substantially changed or discontinued during the term of this Agreement, without first advising the Union the reason therefore, and affording the Union an opportunity to confer with the Company

6 Full-time Flight Attendants with twenty (20) or more years of service, upon leaving the Company, regardless of age, and his or her eligible dependents, shall be eligible for space available travel on Company scheduled service flights Boarding priority will be as provided for all Company retirees

7 A long term companion's travel benefit will be the same as spouse travel (boarding priority, cost, etc)

Section 28: Conduct of Union Business and Union Security

A Bulletin Boards

The Company will provide space for bulletin boards (minimum 3' x 5') in all Flight Attendant crew rooms at bases and co-terminals for the posting of all official AFA notices Such notices shall be signed by authorized Union officials Notices may not contain derogatory or inflammatory material with respect to the Company or its employees Should the Company object to the posting of the material, it shall immediately notify the Union The Union shall remove the item until the matter is resolved

B Mailboxes

The LEC President, or his or her designee, of each Flight Attendant base shall be allowed the use of the Company's Flight Attendant mailboxes for distribution of official Union bulletins, newsletters, and other Union notices or publications Material specific to a base to be placed in the mailboxes shall be cleared by the local Flight Attendant Managers prior to distribution The MEC President, or his or her designee will clear any material for distribution system wide to all Flight Attendants with the Manager, Employee Relations Should the Company object to the material to be distributed, it shall immediately notify the Union The Union shall not distribute the item via the Company mailboxes until the matter is resolved If the local manager or Manager, Employee Relations objects to any material, the MEC President or designee will be immediately afforded the opportunity to discuss the issue with the Director of Inflight Services

C Flight Pay Loss

1 General

a Requests for release from duty for official Union business shall be directed to the Manager, Flight Attendant Crew Administration or designee Whenever possible, requests will be made per bid periodand, at least five (5) business days prior to the first intended absence All requests must be in writing, signed by the MEC President or designee and include the requested release date(s)

b Eligible Flight Attendants shall be limited to the MEC officers, LEC presidents or designees The MEC President may request release for a Flight Attendant not holding one of these positions

c The Company shall release eligible Flight Attendants only when staffing is adequate to cover all pairings Such releases may be canceled upon twenty-four (24) hours notice if a staffing shortage develops at that base

d A Flight Attendant who loses scheduled flight time as a result of being released from flight duty to perform authorized Union business shall be credited and paid by the Company for the days missed at a minimum daily rate of four hours and ten minutes (4 10), and shall continue to accrue seniority and all benefits as if he or she had not been released from duty The Flight Attendant will be paid at least the minimum bid period guarantee by the Company, unless the Flight Attendant has lost time as outlined elsewhere in the Agreement (e g FAD)

Example 1 The Flight Attendant has one (1) Union business release day She ends the bid period with a total credit of seventy (70) hours without the Union business release day credit With the addition of four hours and ten minutes (4 10) for the Union business release day, she will end the bid period with seventy-four hours and ten minutes (74 10) and will receive pay for seventy-five (75) hours

Example 2 The Flight Attendant has one (1) Union business release day She ends the bid period with a total credit of seventy-five (75) hours without the Union day credit With the addition of four hours and ten minutes (4 10) for the Union day, she will end the bid period with and receive pay for seventy-nine hours and ten minutes (79 10)

e A Flight Attendant released to perform authorized Union business will owe availability as outlined in Section 12 Scheduling for any remaining days of the originally scheduled trip The Company may assign the Flight Attendant to the remainder of the originally scheduled trip If the Flight Attendant makes up the total time of the originally scheduled trip, the Company will not invoice the Union for the time lost

Example 1 The original four (4) day pairing consists of twenty-four (24) credited hours The Flight Attendant requests a Union business day release for day one of the pairing She is removed from the pairing, and MUD days are assigned to the last three (3) days of the pairing The Flight Attendant picks up or is assigned a pairing on those three (3) days that results in a credit of twenty-six (26) hours The Union will not be invoiced for four hours and ten minutes (4 10)

Example 2 The original four (4) day pairing consists of twenty-four (24) credited hours The Flight Attendant requests a Union business day release for day one of the pairing She is removed from the pairing, and MUD days are assigned to the last three (3) days of the pairing The Flight Attendant picks up or is assigned a pairing on those three (3) days that results in a credit of twenty-two (22) hours The Union will be invoiced for four hours and ten minutes (4 10)

2 Union Paid Flight Pay Loss

a The Union will be invoiced monthly for billable flight pay loss incurred by a Flight Attendant absent on authorized Union business at a daily rate of four hours and ten minutes (4 10) The Union will reimburse the Company by the reasonable due date of such invoice Untimely reimbursement by the Union or deliberate abuse of these provisions, absent timely remedy, may result in his or her suspension

b Except for Company paid flight pay loss, credit dropped by a Flight Attendant for Union business will be billed to the Union using the base hourly rate applicable for the Flight Attendant, times the credit (hours/minutes) at a daily rate of four hours and ten minutes (4 10) times the number of days released An additional twenty percent (20%) administrative and benefits override will be added to cover the Company's contribution towards taxes, insurance, benefits, etc

Example The original four (4) day pairing holds a credit of twenty-four (24) hours The Flight Attendant requests a Union business day release for day one of the pairing She is removed from the pairing, and MUD days are assigned to the last three (3) days of the pairing The Flight Attendant picks up or is assigned a pairing on the three (3) days that results in a credit of twenty-

two (22) hours The Union will be invoiced for four hours and ten minutes (4 10) The Flight Attendant hourly rate is twenty dollars ($20 00) The Union will be invoiced twenty dollars ($20 00) times four hours and ten minutes (4 10) times one day, plus twenty per cent (20%) of that amount as an override

3 Company Paid Flight Pay Loss

a The Company shall absorb flight pay loss for required Union officials as outlined below

-Union representatives attending meetings of official Company Committees, such as the Safety and 401(k) Committees
-Joint meetings between the Company and the Union called by the Company (e g hotel or uniform issues), excluding Section 6 negotiations
-Step 2 and Step 3 required meetings outlined in Section 22 Grievance Procedure and System Board
-Union representation in matters related to an FAA defined accident involving Company aircraft and employees

b In addition, for the purpose of conducting Union business for Company Flight Attendants, the Company shall provide ninety (90) days per quarter, forty-five (45) days of which shall be used for the Union Master Executive Council and forty-five (45) days for the Local Executive councils, to be administered by the MEC President or designee as he or she determines appropriate

D Initial Training

A one (1) hour meeting will be built into the initial training curriculum to be held during classroom hours at the training facility to enable a representative of the Union to address each Flight Attendant training class concerning the structure of the Union, dues, qualification requirements for obtaining membership and contractual discussions An instructor or other representative of the Company may attend this meeting All new hires will be provided a copy of the Agreement during initial training

E Locked AFA Boxes

Locked boxes marked "AFA" may be provided by the Union in crew rooms at all bases and co-terminals

F The Company will provide the following information to the MEC President or designee on a monthly basis

1 Flight Attendants on leave of absence or inactive status

2 Base transfers and transfers to management

3 Address changes of all Flight Attendants by base

4 Flight Attendant resignations and terminations by base

5 Furloughs by base and date of furlough

G Scheduling Committee

The Company and the Union Scheduling Committee will meet every bid period, or more frequently if mutually agreed The purpose of these meetings will be to review and provide input regarding flying assigned to and bidlines constructed for all bases The Company will provide the preliminary pairings to the designated Union committee member each bid period prior to building the schedules The Union will be allowed adequate time to provide input regarding schedules for each base

Each bid period, the Company shall provide the following data

1 Pairings and bidlines for each base
2 Bid awards for each base

Union Scheduling Committee members, with reasonable notice, will be provided the opportunity to review records, in conjunction with the Scheduling Department, to assure compliance with the Agreement

The Company will meet with the Union Scheduling Committee prior to purchasing or implementing new scheduling systems and procedures which specifically affect Flight Attendants

H Uniform Committee

1 The MEC President and Uniform Committee shall be given advance notice in writing of the Company's intent to undertake a major change to the uniform and/or accessories The Union will be invited and shall meet with the Company throughout the planning and changeover process, and shall be afforded the opportunity to make recommendations

2 In the event the Union and the Company disagree over uniform items or accessories, the Union shall have the opportunity to review its recommendations with the Director of Inflight Services prior to a final decision

3 Material used in Flight Attendant uniforms shall conform with Class I standards of 16CFR Part 1610, Standard for Flammability of Clothing Textiles The Company will provide the results of such tests to the Union prior to manufacturing

I Hotel Committee

The Company will meet with the Union Hotel Committee prior to finalizing new hotels which will be used on a regular basis and at other times when requested The Company will consider all written recommendations and will investigate all written reports of noncompliance of the Company and Union expectations for hotel accommodations

J Transportation

Flight Attendants and Union staff members shall be furnished non-revenue space available transportation on Company aircraft when on approved Union business When necessary to assure Union representation at Company initiated meetings, the Union may be provided Company business travel status

K Union Leave

A Flight Attendant elected or appointed to an international position with the Union shall, upon application to the Company, be granted an unpaid leave of absence for the term of the position and such leave will be extended upon re-election Seniority and longevity will be retained and continue to accrue Pass and reduced rate transportation benefits will continue on the same basis as an active Flight Attendant for the employee and eligibles The employee may continue participation in Company group insurance and retirement benefit plans at his or her option by paying all costs associated with such benefits

L Copies of Agreement

The Company and Union will prepare the master copy of this Agreement within fifteen (15) days after ratification The Company will provide sufficient copies printed in a convenient sized booklet which can be placed in the Flight Attendant manual within sixty (60) days after ratification of the Agreement All side letters of agreement will be provided each Flight Attendant within forty-five (45) days of signing

A copy of the Agreement and all side letters will be secured in each Flight Attendant crew room

M New and Newly Configured Aircraft

The Company will notify the MEC President or designee of any decision to place new aircraft or service equipment into service or to re-configure current aircraft The Company and Union will meet to review design plans and discuss implementation The Union's input to such plans will be considered during the design process

N Other Committees

The Union may establish other committees as deemed appropriate, and will meet with the Company as mutually agreed

O Union Security and Dues Check-Off

1 Application For Union Membership
A newly employed Flight Attendant who chooses to become a Union member shall make application for membership in the Union within sixty (60) days after the date of employment or the date of this Agreement, whichever is later, and shall be admitted to membership in the Union no later than upon expiration of his or her probationary period as defined in Section 8 Seniority and Probation of this Agreement A Flight Attendant who becomes a member of the Union shall maintain such membership in accordance with the Union's Constitution and By-Laws as a condition of continued employment as a Flight Attendant, provided that this provision shall not apply to any employee to whom membership is not available upon the same terms and conditions as are generally applicable to any other member of the Union or with respect to an employee to whom membership was denied or terminated for any reason other than failure of the employee to tender the initiation fees, assessments, and periodic dues or service charges uniformly required as a condition of acquiring or retaining membership in the Union

2 Agency Shop

Each Flight Attendant of the Company covered by this Agreement who fails to voluntarily acquire or maintain membership in the Union, shall be required, as a condition of continued employment, beginning sixty (60) days after the date of this Agreement or the completion of his or her probationary period, whichever is later, to pay to the Union each month a service charge as a contribution for such administration of this Agreement and the representation of such employee The service charge shall be an amount equal to the charge permitted by law and in no event greater than the Union's regular and usual monthly dues, initiation fees and assessments

3 Delinquent Dues

a If an employee of the Company covered by this Agreement becomes more than sixty (60) days delinquent in the payment of monthly dues, initiation fees, and/or assessments, or service charges, as permitted by law, the Union shall notify such employee by certified mail, return receipt requested, and copy to the Vice President of Human Resources, that he or she is delinquent in the payments as specified herein, that he or she is subject to discharge as an employee and that he or she must remit the required payment within a period of fifteen (15) days or be discharged

b If, upon the expiration of the fifteen (15) day period, the employee still remains delinquent, the Union shall certify in writing to the Vice President of Human Resources with copy to the employee, that the employee has failed to remit payment within the grace period allowed and is, therefore, to be discharged The Human Resources Department shall thereupon take proper steps to discharge such employee from the service of the Company

4 Review Procedure

a A grievance by an employee who is to be discharged as a result of an interpretation or application of the provisions of this Section shall be subject to the following procedures

i An employee who believes that the provisions of this Section have not been properly interpreted or applied as it pertains to him or her, may submit a request for review in writing within five (5) days from the date of notification by the Human Resources Department as provided The request must be submitted to the Vice President of Human Resources who shall review the grievance and render an opinion in writing not later than five (5) days following receipt of the grievance

ii The Vice President of Human Resources, or his or her designee shall forward a decision to the employee with a copy to the Union Said decision shall be final and binding on all interested parties unless appealed as hereinafter provided If the decision is not satisfactory to either the employer or the Union, then either may appeal the grievance within ten (10) days from the date of the receipt of such decision directly to the System Board of Adjustment as established by Section 22 Grievance Procedure and System Board of this Agreement All such grievances shall be processed by the System Board in accordance with the provisions of Section 22, provided however, that the members of the System Board appointed by the Union and the Company in accordance with the provisions of Section 22, shall not participate in the hearings, deliberations or decisions of the Board Such grievances shall be presented solely to a neutral referee selected in accordance with Section 22, who shall hear and determine such grievance Such grievances

shall be heard by the System Board within thirty (30) days of receipt of the decision by the Vice President of Human Resources

b During the period a grievance is being handled under the provisions of this Section and until final award by the Vice President of Human Resources and a neutral referee, the employee shall not be discharged from the Company nor lose any seniority rights because of non-compliance with the terms and provisions of this Section An employee discharged by the Company under the provisions of this Section shall be deemed to have been "discharged for cause" within the meaning of the terms and provisions of this Agreement

5 Dues Check Off

a The Company will deduct from the pay of each employee an amount equal to the charge permitted by law and in no event greater than the monthly dues, initiation fees, and/or assessments, or service charge uniformly levied in accordance with Constitution and By-Laws of the Union, and the Railway Labor Act, as amended, provided such employee executes the accompanying, agreed upon, form known as a "Check-off Form "

b i During a Flight Attendant's initial training, the Company will make known to him or her the dues check-off provisions of this Agreement An employee desiring to participate in the payroll deduction plan for the remittance of dues will at that time complete two (2) copies of the above referenced form

ii One copy of each completed form will be forwarded to the Union's headquarters office and the other copy to the Company's payroll department

iii The Company will also make available to the Union the names and base assignments of those Flight Attendants from each graduating class who have elected not to participate in the check-off arrangement

c All other check-off forms will be submitted from the Union's International Office to the Payroll Department, Executive Offices, Indianapolis, Indiana A properly executed check-off form, filed before the fifteenth (15th) of any month, will become effective the first of the month following its execution Illegible or improperly executed forms will be returned to the MEC President of the Union

d Any notice of revocation as set forth in the check-off form must be in writing, signed by the employee, and delivered by certified mail, return receipt requested, addressed to the Payroll Department with a copy to the President of the Master Executive Council as soon as processed through Company payroll procedures Check-off forms and notices so received by the Company will be date-stamped on the date received and not when mailed Revocation of dues check-off shall not constitute revocation or waiver of the obligation to remit dues or service charges to the Union

e With thirty (30) days notice from the Union, the Company will deduct from Flight Attendant earnings, any assessments levied by the Union

6 Dues Deduction

Deduction of total membership dues, service charges and assessments shall be made only at the time of the issuance of each paycheck issued each month provided there is a sufficient balance due the employee at that time, after all other deductions authorized by the employee or required by law have been satisfied Within five (5) days after such pay

day, the Company will remit to the Union, via wire transfer to a Union-designated account, payment of all dues, service charges and assessments collected on such pay day pursuant to outstanding and unrevoked check-off forms

7 Check-Off Form
(following)

8 Indemnification

The Union agrees that the Company shall not be liable for and that the Union will defend, indemnify and hold the Company harmless from and against all forms of liability and costs (including attorney fees) that shall arise out of or by reason of action requested by the Union under provisions of this Section, or, arising out of Company compliance with this section

ASSOCIATION OF FLIGHT ATTENDANTS AFL-CIO

ASSIGNMENT AND AUTHORIZATION FOR VOLUNTARY CHECK-OFF OF ASSOCIATION DUES

TO AMERICAN TRANS AIR

I, _____ hereby authorize and direct AMERICAN TRANS AIR
(Please Print Name)
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 By-Laws of the Association, for remittance to the Association of Flight Attendants

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 American Trans Air and the Association of Flight Attendants, 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 American Trans Air 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 _____

Company Seniority Date _____

Inflight Seniority Date _____

Domicile _____

Date of First Deduction _____

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

Name _____

Street Address _____

City State & Zip _____

Please complete and return to

ASSOCIATION OF FLIGHT ATTENDANTS
1275 K Street, NW Washington, D C 20005-4006

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

Section 29: General

A Orders in Writing

Orders to Flight Attendants involving a change of base, promotion, furlough, recall and leave of absence shall be in writing

B Non-Discrimination

1 It is the policy of the Company to give equal opportunity to all qualified persons without regard to race, age, color, religion, gender, military status, marital status, handicap, national origin or to give preference when required by law

2 The Company ensures, through its Affirmative Action Plan, equal opportunity in all aspects of employment including recruitment, hiring, promotion, transfers, compensation, benefits and all other privileges, terms and conditions of employment

3 While not protected by federal law, the Company considers sexual orientation to be a personal, private matter and such orientation shall not be the basis for any decision relating to an individual employee's employment relationship with the Company Any individual with concerns related to sexual orientation and employment at ATA should contact the Vice President, Human Resources

C Conflicts

In the event that any provision of this Agreement conflicts with any Company regulation the former shall take precedence

D Flight Attendant Jumpseat

1 A Flight Attendant will not be required to wear his or her uniform while occupying the Flight Attendant jumpseat when traveling for personal reasons provided the Flight Attendant conforms to the Interline dress code as outlined in the ATA Employee Handbook and the Company identification badge is worn above the waist and is visible at all times

2 Flight Attendants will have priority for available cabin jumpseats on Company aircraft A Flight Attendant shall have the ability to reserve cabin jumpseats for personal travel on a first come, first served basis

E Crew Meals

Flight Attendants will receive crew meals and/or snacks of equal quality whenever provided to the flight deck

F Flight-Pac Contributions

The Company shall provide a means for voluntary payroll deductions for Flight Attendant political contributions to the Union political action committee This plan will be known as Flight-Pac Forms necessary for the administration of this plan will be provided by the Union and distributed by the Union to the Flight Attendants by way of Company mailboxes Subject to applicable law, Flight-Pac payroll deductions will be withheld from each paycheck as outlined by the Flight Attendant in his or her enrollment form and remitted to the Union monthly in conjunction with the dues and services charges remitted pursuant to Section 28 Conduct of Union Business and Union Security Flight-Pac payroll deductions for a Flight Attendant returning from a leave of absence or furlough will automatically be reactivated

G Crew Room

The Company intends to maintain clean, well-lighted, properly ventilated crew rooms of adequate size in all locations where Flight Attendants are based The recommendations of the MEC President or designee will be considered in determining the adequacy of any crew room

H Changes

Any changes to this Agreement will be in writing

I Company Property

It is recognized that Flight Attendants have a responsibility to exercise reasonable prudence in safeguarding Company property entrusted to them, however, Flight Attendants will not be held liable except when culpable negligence is indicated

J Civil Reserve Air Fleet (CRAF)

1 In the event of Civil Reserve Air Fleet (CRAF) activation, the Company and Union will meet to review specific plans and the Company will fully consider any recommendations made by the Union at that time Should any operational requirements be in conflict with the terms of the collective bargaining agreement, the Company and Union shall negotiate provisions to accommodate the CRAF operational requirements

2 Any activated CRAF flying will be accomplished on a voluntary basis generally within a base or bases, then by assignment in inverse order of system seniority

K Missing, Internment, Prisoner and Hostage Benefits

1 Any Flight Attendant who, while performing duties for the Company, is officially reported as interned, captured, or held as a prisoner or hostage of war, or missing as a result of an unfriendly action by a foreign government or insurgents of a foreign government, or is on an aircraft which is hijacked, shall be paid, in any such event, his or her minimum bid periodguarantee and existing benefits until the earlier of (1) release, (2) proof of death is established, (3) there is a reasonable presumption of death or (4) twenty-four (24) months after official notification Seniority and longevity shall continue to accrue during this

period Upon return, such Flight Attendant shall be reinstated to the same job classification and base as he or she held prior to the incident

2. After such twenty-four (24) month period, further salary and benefits continuation will be at the discretion of the Company

3. The bid period compensation payable by the Company and under this Section shall, at the option of the Flight Attendant, be disbursed by the Company to the person(s) or account(s) designated by the Flight Attendant for that purpose Acceptance by a named beneficiary of each payment hereunder shall constitute a representation that such beneficiary has no knowledge which if known to the Company, would release the Company from the obligation to make such payment The Company shall provide each Flight Attendant with a form to be completed and returned to the Company, indicating to whom or to what account such payments are to be made

Savings Clause

Should any part of this Agreement be rendered invalid by reason of any existing or subsequently enacted legislation, act of government agency or decree of court having jurisdiction, such invalidation of a part of this Agreement will not invalidate the remaining parts thereof, which will remain in full force and effect If any part of this Agreement is invalidated, either party may, upon thirty (30) days written notice to the other, request negotiations for an amendment specifically drafted to account for the invalidated part of this Agreement

M Human Resource File

1 A Human Resource file shall be maintained in the Corporate Offices for each flight attendant employed by the Company

2 Flight Attendant training records and documentation may be maintained in Flight Attendant Training Medical or Benefit records may be filed separately in Corporate Benefits

3 A Flight Attendant shall have the right to inspect and receive a copy of all materials in his or her Human Resource file, Training file and any Medical or Benefits file during regular business hours

4 Flight Attendants will be provided a copy of any material of a detrimental nature prior to inclusion in one of the above mentioned files

5 All disciplinary documentation and/or correspondence of a detrimental nature shall be removed from the Human Resource file within two (2) years of date of issuance

N No Strike – No Lockout

1 During the life of this Agreement, neither the Company, the Union nor the employees covered by this Agreement will cause, approve, authorize or support any action inconsistent with the general purposes of, and the general duties defined in the Railway Labor Act while the procedural processes of this Agreement and the Railway Labor Act are being followed, or where arbitration is agreed upon, or where a matter is subject to the jurisdiction of the System Board of Adjustment

2 The Flight Attendants in the service of the Company will continue to perform all Flight Attendant duties which are necessary to enable the Company to operate flights for or in support of traffic sponsored by the Department of Defense of the United States Government, without regard to the duration clause of this Agreement, and even though such Flight Attendants withdraw their services from the commercial airline service of the Company because of unresolved labor disputes of any type, including disputes arising out of negotiations for a new Agreement after all procedures of the RLA have been exhausted

3 The Company shall submit to the Union, when requested, written certification of a Company representative that a particular flight or series of flights are being flown or operated under charter or contract to the Department of Defense

O Management Rights

Except as otherwise provided herein, nothing contained in this Agreement shall be deemed to limit the Company in any way in the exercise of the regular and customary functions and prerogatives of management, in the enforcement of rules and regulations not in conflict with a provision of this Agreement or in the right to manage and direct its operations and its Flight Attendant work force

Section 30: Duration

A This Agreement shall become effective on April 11, 2000

B This Agreement shall continue in full force and effect for a term of fifty-four (54) months and shall renew itself without change each succeeding year thereafter, unless written notice of intended change is served in accordance with Section 6, Title 1 of the Railway Labor Act, as amended, by either party hereto, at least sixty (60) days prior to October 11, 2004 or any subsequent October 11

C The Company and Union may mutually agree to open the next contract negotiations early and/or on an expedited basis

IN WITNESS WHEREOF, the parties have signed this Agreement this 31st day of July, 2000

FOR THE ASSOCIATION OF FLIGHT ATTENDANTS, AFL-CIO

Patricia A Friend
International President

Jacki Pritchett,
MEC President

WITNESS

FOR AMERICAN TRANS AIR, INC

Richard W Meyer, Jr
Vice President, Human Resources

WITNESS

LETTER

OF

AGREEMENT

This Letter of Agreement is entered into by and between Amtran, Inc ("Amtran") and the Association of Flight Attendants (the "Union") pursuant to the terms of the Railway Labor Act, as amended

The parties agree that Amtran will not establish another Part 121 air carrier that is an alter ego of American Trans Air, Inc ("ATA") Amtran also agrees not to acquire a Part 121 air carrier to be operated by Amtran, ATA or another Amtran subsidiary which would result in the furlough of any Flight Attendants on the American Trans Air Flight Attendant System Seniority List as a result of such transaction Although ATA Flight Attendants may be furloughed for economic reasons, separate from the actions above and wholly related to ATA operations (a) if such a furlough were to occur after the consummation of a transaction described above, the Company shall, upon the Union's request and confidentiality agreement, provide the Union with documentation demonstrating that such furlough was due to economic reasons wholly related to ATA operations, and (b) the burden of proof in establishing said economic reasons rests with ATA

For the avoidance of doubt, the parties agree that this Letter of Agreement does not involve a merger or acquisition by or of ATA, which transaction shall be governed by Section 3 of the Flight Attendant Contract between the Union and ATA

This Letter of Agreement shall be effective upon execution of the Flight Attendant Contract between ATA and the Union and shall run concurrently with such Contract and in the accordance with the Railway Labor Act, as amended

IN WITNESS WHEREOF, the parties hereto have signed this Letter of Agreement this 31st day of July, 2000

FOR THE ASSOCIATION OF FLIGHT ATTENDANTS, AFL-CIO

Patricia A Friend
International President

FOR AMTRAN, INC

Richard W Meyer, Jr
Vice President, Human Resources

LETTER OF AGREEMENT # 1
between
AMERICAN TRANS AIR, INC.
and the
FLIGHT ATTENDANTS
in the service of
AMERICAN TRANS AIR, INC
as represented by the
ASSOCIATION OF FLIGHT ATTENDANTS

The Company and the AFA agree to the following addition to Section 4 Compensation

Delay Pay

If a flight attendant is on a trip and is delayed into a day off by four (4) hours or more, he or she will be compensated three (3) hours pay at his or her base hourly rate This is in addition to all other compensation and is not Earned Credit This pay is separate from the pay required in Section 4 M Drafting of the agreement, and the flight attendant is not entitled to receive both pay factors on the same trip However, in a delay and in drafting/rescheduling/rerouting situations, the provisions of Section 4 U Golden Day Pay may apply

Example A flight's departure is delayed in LGW by seven (7) hours because of weather The flight attendants' duty period was scheduled to end in BOS at 2230L but does not actually end until 0530L on their day off The flight attendants will be paid three (3) hours each at his or her base hourly rate in addition to all other compensation because the delayed duty period extended more than four (4) hours into their scheduled day off

IN WITNESS WHEREOF, the parties hereto have signed this letter of Agreement this

1st **day of** August **2000.**

For the Association of Flight Attendants

Jacki Pritchett
MEC President

For American Trans Air

Richard W Meyer, Jr
Vice President, Human Resources

Patricia A. Friend
International President

LETTER OF AGREEMENT # 2
between
AMERICAN TRANS AIR, INC
and the
FLIGHT ATTENDANTS
in the service of
AMERICAN TRANS AIR, INC.
as represented by the
ASSOCIATION OF FLIGHT ATTENDANTS

The Company and the Union agree to the following clarification of the language and intent of Compensation Section 4 N 1 and 2 Training Pay

Paragraphs 3 , 4 , and 5 remain unchanged

1 A Flight Attendant will be paid and credited for any pairing(s) or portions of pairing(s) missed as a result of attending or positioning or deadheading to or from FAA or Company required training or required general all employee meetings, or will be paid and credited four hours ten minutes (4 10) for each day associated with a training event, plus positioning credit, whichever is greater An entire training event attended on days off will be paid and credited at four hours ten minutes (4 10) per day, plus positioning credit, above the guarantee, as long as any deficit has been restored

Example 1 A Flight Attendant is paid & credited for the value of trips missed compared to the credit value of the training event. In this example, the training event value is 18 40 hours, the trips missed credit is 20 30 hours The Flight Attendant would be paid & credited 20 30 hours

Date	1	2	3	4	5	
Activity	C1252	C1252	C1252	OFF	OFF	
Credit	6 50	6 50	6 50			= 20 30 Trip credit

Date	1	2	3	4	5	
Activity	TRNG	TRNG	TRNG	TRNG	OFF	
Trng Credit	4 10	4 10	4 10	4 10		
Pos Credit	+1 00			+1 00		= 18 40 Training credit

Example 2 In this example, the training event value is 18 40 hours, the trips missed credit is 14 20 hours The Flight Attendant would be paid & credited 18 40 hours

Date	1	2	3	4	5	
Activity	C2252	C2252	C2252	C2252	OFF	
Credit	3 35	3 35	3 35	3 35		= 14 20 Trip credit

Date	1	2	3	4	5	
Activity	TRNG	TRNG	TRNG	TRNG	OFF	
Trng Credit	4 10	4 10	4 10	4 10		
Pos Credit	+1 00			+1 00		= 18 40 Training credit

2 The Flight Attendant will be placed on MUD during the days of the pairing when he or she is not in training, meeting or positioning or deadheading to or from training Notwithstanding this provision, training will be used to offset MUD and ADD when applicable

Example The training event value is 18 40 hours, the trips missed credit is 29 05 hours The Flight Attendant will be pay protected for the value of the trip (29 05 hours) and will have a Make-Up Day (MUD) placed on the day the Flight Attendant is not in training or positioning MUD value is determined by subtracting the training event value from the value of the trip missed, 29 05 – 18 40 = 10 25 MUD

Original Schedule

1	2	3	4	5	
D1252					= 29 05 Trip credit

Value of Training Event

1	2	3	4	5	
TRNG	TRNG	TRNG	TRNG		= 18 40 Training credit
4 10	4 10	4 10	4 10		
+1 00			+1 00		(positioning credit)

Adjusted Schedule

1	2	3	4	5	
Recurrent Training Event				MUD	= 29 05 Credit value for training event
			18 40	(10 25)	

IN WITNESS WHEREOF, the parties hereto have signed this letter of Agreement this 1st **day of** August, **2000**

For the Association of Flight Attendants

Jacki Pritchett
MEC President

Patricia A. Friend
International President

For American Trans Air

Richard W. Meyer, Jr.
Vice President, Human Resources

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LETTER OF AGREEMENT # 18
Between
ATA AIRLINES, INC.
And the
FLIGHT ATTENDANTS
In the service of
ATA AIRLINES, INC.
As represented by the
ASSOCIATION OF FLIGHT ATTENDANTS / CWA

In order to provide the Company with some financial relief for a 24-month period, the Company and the Union agree to the following Any provision of the Collective Bargaining Agreement not specifically altered by this Restructuring Letter of Agreement shall remain in full force and effect

Note Non-amendable items are for a two-year period from October 15, 2004, to October 15, 2006, unless otherwise specified below On October 16, 2006, non-amendable rules and rates of pay return to rules and rates of pay in effect on April 11, 2004

COST SAVINGS – NON-AMENDABLE ITEMS:

1 Reduce all base hourly rates in effect as of the signing of this Letter Of Agreement by ten per cent (10%)

2 The following per diem rates will remain adjusted to the following from July 01, 2004 to June 30, 2006 (24 months)

Turns $1 10
Domestic $1 50

(International and Pac Rim rates will remain at current rates - $2 40 and $2 70)

3 Postpone the full complement of uniform points until October 1, 2007 per the following schedule

a No points between October 1, 2004 and December 31, 2004
b 100 points to be used by the FA between January 1, 2005 and December 31, 2005
c 200 points to be used by the FA between January 1, 2006 and September 30, 2007
d No outer coat replacement until October 1, 2007

Note This cost savings provision does not exclude the FA from their responsibility of maintaining clean uniforms and in good repair

4 The designated working crew on all ferry flights will be paid at the one for two (1 for 2) positioning rate

5 Elimination of Ground Holding Pay and Holiday Pay

EXHIBIT
tabbies
C

COST SAVINGS – AMENDABLE ITEMS

The following provisions will remain in place and become amendable on October 15, 2007

1 **Showtime in Base:** will be adjusted from one hour fifteen minutes (1 15) to one hour (1 00), except for Military and/or Charter & PH flights This does not, however, relieve a Flight Attendant of her/his responsibility to check Company mail files, update Manuals, etc

2 **Building Blank Lines**· Amend the Schedule Adjustment Period (SAP), Section 12 C 5 as per attached Part 1 Scheduling Amendment, Section 12

3 **Day for Day Trade:** Amend Section 14 B 2 and 3 as per attached **Part 1, Scheduling Amendment, Section 14.**

4 **Military Re-schedule/Re-routes within a pairing:** Amend Section 12 G 4 eliminating the four (4) hour restriction only on Military Pairings All additional hours assigned above four (4) hours within a pairing will be paid and credited over the applicable guarantee

5 AFA agrees to delay the amendable date of the Collective Bargaining Agreement to October 15, 2007

IN ADDITION, AFA and ATA agree to a Preferential Bidding System (PBS) as per attached **Part 2**, subject to membership ratification If ratified, Flight Attendants will receive a three percent (3%) increase to their base hourly rate effective October 01, 2005 due to increased productivity, provided that PBS is implemented by that date Such three percent (3%) increase will serve to reduce the ten percent (10%) base hourly rate reduction to a seven percent (7%) base hourly rate reduction on October 01, 2005 until October 15, 2006

Management agrees to keep AFA apprised on a quarterly basis of the continuing financial status of the Company

ADDITIONAL PROVISIONS OF AGREEMENT:

The below provisions remain in place and become amendable on October 15, 2007

1 **Waive MUD pay protection:** The ability to waive MUD pay protection for cancelled Adhoc Trips (Section 14 A 8) as per attached Part 1 Scheduling Amendment

2 **Reserve Call-out:** Modification of the Reserve call-out system (Section 15 A 2) as per attached Part 1 Scheduling Amendment

3 **One Excused Absence for Air Travel:** Each Flight Attendant will have one excused absence related to air travel with no less than one back-up flight prior to a trip as per attached **Part 3.**

4 **Bankruptcy protection and Fragmentation** as per attached **Part 4.**

5 **Reduce critical days:** (Section 2) from the current twenty (20) to thirteen (13) for 2005 These days shall be published prior to each quarter The number of critical days will drop from thirteen (13) to ten (10) for 2006 provided PBS is implemented in 2005

6 **Log Approval·** Beginning November 1, 2004, the Company will allow applicable monthly Log Approval allowance (Section 12 Q) for Flight Attendants who request it A Flight Attendant, in accordance with the established rules set forth in the revised Log Approval Procedures, may utilize such monthly allowance for Log Approval travel

7 **Minimum reducible crew rest:** (Section 13 D 1) will be increased from eight (8) hours to eight and one-half (8 5) hours, except during a Declared Severe Operation (DSO) The Company further agrees to utilize a hotel within closer proximity to MDW than the Holiday Inn Willowbrook for crews with a scheduled MDW layover of less than ten (10) hours In addition, the Company commits to re-open discussion with the Union regarding reducible rest after duty periods of under twelve (12) hours prior to schedules being constructed for a new aircraft type

8 **Banked Sick Days:** The Company agrees to increase the accumulation of banked sick time to fifty, (50) banked sick days effective July 1, 2007 Such addition shall be added to Section 23 C 2 of the Collective Bargaining Agreement

9 **Medical Coverage:** Section 27 C 9 and Sideletter #14 shall be amended in the Collective Bargaining Agreement to provide that Flight Attendants will not be required to show proof of existing coverage if they elect to not participate in any/all portions of the Company's benefits coverage This provision will become effective with the new enrollment period beginning January 1, 2005

10 **Business Class:** Flight Attendants will be treated no less favorably than any other employee group regarding non-revenue travel in ATA Business Class

11 **Early-Out:** Prior to December 31st, 2004, the Company will offer to the Flight Attendant group a one-time Voluntary Early-Out Opportunity A Flight Attendant, regardless of age or seniority with (5) years or more of ATA employment who elects to utilize this Opportunity, will be eligible to receive the

same travel benefits as outlined in the Twenty Year Travel Benefits section of the ATA Employee Handbook The Company reserves the right to retain a Flight Attendant in active service for up to six months from the date of implementation of the Voluntary Early-Out Opportunity in order to maintain sufficient staffing levels

12 **Surveillance Cameras:** As of the date of this Agreement, the Company has no plans to install cabin surveillance cameras in any ATA aircraft However, in the event surveillance cameras are installed at a future date, the Company commits to not install such cameras for galley and/or lavatory surveillance, unless otherwise mandated by governmental security regulations Any information obtained or reported by the pilots from such cameras will not be used for disciplinary action against Flight Attendants (unless mandated by government regulations)

13 **Reciprocal Jump-seats:** ATA will participate in a reciprocal jump-seat program Upon ratification of this Agreement, ATA will notify other participatory airlines of our willingness to share with their Flight Attendants in a reciprocal jump-seat agreement It is acknowledged by both ATA and AFA that the implementation of a reciprocal jump-seat program is contingent upon the willingness of other carriers to participate

14 **Vacation Donation Program.** The Company will work with AFA to establish a Vacation Donation Program ATA will administer the program as it relates to the donated vacation days, but it will be AFA's responsibility to determine a Flight Attendant's eligibility to utilize the donated day(s)

15 **Seat next to a Crew Rest Seat:** The Company will develop a procedure that will allow the seat next to a Flight Attendant crew rest seat to be assigned to a passenger only after all other seats have been assigned The Company agrees to provide a method of preventing a customer from such seat selection on the ATA website AFA acknowledges that in light of the reduced staffing in the ATA IS Department, this procedure may take up to three (3) months but no more than six (6) months to implement However, these procedures will not apply to ATA's crew rest seat agreement with the Military

16 **ISS Program:** The Company agrees to modify the ISS program for the specified 24-month period, unless otherwise dictated by federal requirements ISS Flight Attendants may be assigned to the following

- IOE for new hires
- Probationary observation rides
- Newly qualified Senior observation rides
- Observation/assistance for new routes/markets and/or new service

17 **First leg or last leg of Pairing Trade Program:** The Company agrees to implement such program on a "no less favorable" basis should ATA implement a

program at a future date pursuant to their agreement with ALPA Such program will be based on the same criteria as used for the cockpit group, including testing, legalities, and no additional costs to the Company The Company agrees to work with the MEC Scheduling Committee Chairperson to design such program at that time

FOR REFERENCE of ATTACHMENTS:

PART 1 – *SCHEDULING AMENDMENTS*
Section 12· SAP
- *AMEND the Schedule Adjustment Period (SAP) Section 12 C 5 (Military and or Charter Trades and Blank-lines)*

Section 14 Voluntary Schedule Adjustment
- *AMEND Day for Day Trades Section 14 B 2 & 14 B 3*
- *AMEND the Balancing Time Pool & QAL code- Section 14 A*
- *AMEND Adhoc Charter Removal and Cancellation Procedure*

Section 15 Reserve
- *AMEND Reserve Call Out System – Section 15*

PART 2 *PREFERRENTIAL BIDDING SYSTEM (PBS)*
PART 3 *ONE EXCUSED ABSENCE FOR AIR TRAVEL*
PART 4 *FRAGMENTATION AND BANKRUPTCY PROTECTION*

Note For the purpose of clarification, reference to "Charter" denotes charter flying not scheduled on a regular basis"

PART 1: SCHEDULING AMENDMENTS:

The Following Scheduling Sections are amended effective for the November 2004 Bid Month

Section 12. SAP
- AMEND the Schedule Adjustment Period (SAP) Section 12 C 5 (Military and or Charter Trades and Blank-lines)

Section 14: Voluntary Schedule Adjustment
- AMEND Day for Day Trades Section 14 B 2 & 14 B 3
- AMEND the Balancing Time Pool & removal of "QAL" code (24 hr hold on O T)- Section 14 A
- AMEND Adhoc Charter Removal and Cancellation Procedure

The Following Scheduling Sections are amended effective for the December 2004 Bid Month

Section 15: Reserve

- AMEND Reserve Call Out System – Section 15

SECTION 12.

AMEND· Schedule Adjustment Period first paragraph to read:
The SAP is a period of time beginning after a Flight Attendant's schedule is adjusted due to bid period schedule transition conflicts, and terminates prior to the beginning of a new bid period Flight Attendants who have a credit deficit and owe MUD days, or have schedules containing ADD days, may pick up open time during the SAP All Flight Attendants who wish to trade for Military and or Charter trips may do so during the SAP

AMEND: Schedule Adjustment Period. Section 12.C.5.a. to read: (and all other associated Sections changing 48 hour periods to 42 hour periods). See Timetable Example below*)

a During the SAP, all open-time at that time will be made available for credit restoration and Military and or Charter Trip Trades for a minimum period of **forty-two (42) hours**, known as the open-time window At the conclusion of that period, the open-time scheduler will process requests submitted, by seniority, by base

DELETE current paragraph 12 C.5.a iii

RENUMBER current paragraph 12.C.5.a.ii to 12.C.5.a.iii

ADD NEW paragraph 12.C.5.a.ii as follows:

ii During the SAP, a Flight Attendant may trade trips from their schedule for Military and or Charter trips available in open-time Trips traded with open time for Military and or Charter trips must not result in his/her projected credit to be 10 hours more or 10 hours less than his/her original bid-line credit

ADD additional paragraph immediately following 12.C.5.a.ii as follows;

Blank-lines will then be constructed and offered for bid to those who were initially awarded a Blank-line

***TIME TABLE EXAMPLES:**
To decrease the schedule adjustment period to allow quicker access to open-time for Blank-line and all other line holders, the Schedule Adjustment Period timetables may be adjusted as follows

1 **42 Hour Training Bids and Vacation Option Collection period:**
Example From 1800L IND the 19th through 1200L IND the 21st

2 **42 Hour SAP Window:**
Example From 1200L IND the 22nd through 0600L IND the 24th

a) Award for deficit restoration
b) Military trip trades
c) Assign for deficit restoration
d) Build Blank Lines

3 **42 Hour Blank-line Bid collection period:**
Example From 1200L IND the 25th through 0600L IND the 27th
a) Award posted 0900L IND on the 27th
b) Blank-line vacation options will be received and a significant number of Blank-line adjustments will be completed no later than 1200L IND on the 28th Opentime for the next bid period will then be released for bid

4 **Voluntary schedule adjustments**
Awards for additional Open Time, and Trip Trades will begin no later than 1200L IND on the 28th

SECTION 14:

AMEND Section 14 A - second paragraph to read
Subject to staffing requirements, trips and/or positions constructed after publication of the bid package may be placed in the Balancing Time pool and may not be available for bid for a Flight Attendant desiring to pick up or trade open-time solely for the purpose of increasing his or her bid-line value during the first 10 days of the month

AMEND Section 14.B.2. to now read:
2 All days involved in an open-time trade must be within the same bid period Lead-in trips may not be dropped into open-time as part of a trade with open-time

AMEND Section 14.B 3. to now read:
3 A Flight Attendant may trade a trip for another trip of fewer, more or the same number of days Any trade that results in the reduction of a Flight Attendant's Earned Credit *below his/her bid period guarantee* will cause a reduction in his/her monthly Guarantee

After the SAP, A Flight Attendant may "trade down" his or her projected credit due to a trade for Military or Unscheduled Charter trips and maintain their monthly guarantee if either of the following provisions are met
a) Guarantee will be protected as long as the flight attendant works his or her scheduled trips and/or is available for assignment at least 16 days in the bid period (ie, originally scheduled trips, open time trips, ADD, and MUD days)
b) Guarantee will be protected if the credit value of trips dropped in exchange for a Military/Charter trip(s) does not reduce the flight attendant's projected credit more than 10 hours nor bring them below 50 credit hours for the bid period

A Military trade that does not meet these two parameters will be awarded with a reduction in guarantee, however the Flight Attendant may not reduce his/her credit below fifty credit hours for the bid period

AMEND Section 14.A 6. to read:

6 Requests for open-time for the following bid period will not be processed during the SAP

REPLACE Section 14.B.8 - Subtitle

8 'Trades with the Balancing Time Pool during the First 10 Days of the Month'

AMEND Section 14.B. adding NEW Section 14. B. 9: Adhoc Charter Removal and Cancellation Procedure

9 Adhoc Charter Removal and Cancellation Procedure When an entire pairing picked up or traded from open time that contains Adhoc flying cancels or is involuntarily removed from a Flight Attendant's schedule, his or her subsequent availability and pay protection will be handled in the following manner

Upon cancellation or involuntary removal of an Adhoc charter, Crew Scheduling will place a notice in the Flight Attendant's schedule that will be accessible via the ATA website or Voice Response System Crew Schedule will make one (1) call to the Flight Attendant's primary contact number to advise him/her, or to leave a message concerning the schedule revision

1 If the date of notification attempt is within the seventy-two (72) hour Trip Assignment Period (prior to original departure of charter), the Flight Attendant may request to be removed from any re-assignment or MUD days Removal will be at Crew Scheduling's discretion and if granted, the credit value of the cancelled ad hoc trip will be deducted from the Flight Attendant's bid line credit and/or minimum monthly guarantee, as applicable

2 If date of notification attempt is greater than the seventy-two (72) hour Trip Assignment Period (prior to original departure of charter) the Flight Attendant may waive availability of MUD days or re-assigned flying, if this is communicated by the Flight Attendant to a Crew Scheduler *before he or she would be eligible for re-assignment in the seventy-two (72) hour Trip Assignment Period* The credit value of the cancelled ad hoc trip will be deducted from the Flight Attendant's bid line credit and minimum monthly guarantee

3 A Flight Attendant who elects to waive availability of MUD days or re-assigned flying may only do so as long as he/she does not reduce his/her credited hours below thirty seven hours and thirty minutes (37 30) credit for the Month

The Company and the Union agree to meet no later than six (6) months after the signing of this agreement to review the above adjustments to the CBA to ensure the intent of this

language is upheld At that time they may make additional mutually agreed to adjustments in order to ensure that the intent of this language is being upheld

SECTION 15:

AMEND Section 15. Reserve Call-Out System:

REPLACE Section 15.A.2. with the following new language:

2 Reserve Call Out Periods

a) Short Call Reserve A Flight Attendant assigned Short Call reserve (RSV) status is required to report for Showtime/Duty within two hours and thirty minutes (2 30) of notification by Crew Scheduling via telephone, answering device or pager The two hours and thirty minutes (2 30) report time is inclusive of the twenty (20) minutes that a Flight Attendant on Short Call reserve (RSV) status has to return a call to Crew Scheduling if they are using a beeper or other telephone message device

b) Long Call Reserve No less than 10 %, or a minimum of one (1) of the planned monthly reserve staffing in a Base will be designated as Long Call Reserve (RLC) status A Flight Attendant awarded RLC days must connect to the Crew Scheduling computer system twice a day via Voice Response System or ATA Crew Website, or via telephone with a Crew Scheduler, to view and confirm for potential assignments on days he or she is assigned RLC status

Call in times

- Between 0800 and 0900L Base time for a potential assignment to a trip that reports at or after 1700L Base time the same day *(Note provides 8 to 9 hours notice)* If no assignment is given, such Flight Attendant is released until the next call-in period
- Between 2000 and 2100L Base time for a potential assignment to a trip that reports at or after 0600L Base time the next day *(Note provides 8 to 9 hours notice)* If no assignment is given, such flight attendant is released until the next call-in period

The Flight Attendant must confirm his/her status while on RLC Crew Schedule will not attempt to contact a FA on RLC Failure of a FA to confirm his/her status while on RCL will result in him/her being shown as unavailable for reserve duty

Note If more than 10% RLC complement per Base is agreed upon at a future date, the Company reserves the right to re-open discussion on RLC Reserves being assigned to Field Stand-by status

REPLACE Section 15. A. 10. a. with the following new language:

a Flight Attendants on Long Call Reserve (RCL) status with the fewest credited hours to date and days of reserve availability will be assigned first,

then Short Call Reserves (RSV) with the fewest credited hours to date and days of reserve availability

ADD new Section 15 A. 10. d.

d A Long Call Reserve (RLC) must call in sick no less than one (1) hour prior to their assigned call-in time

PART 2: PREFERENTIAL BIDDING SYSTEM (PBS)

The Company and the Association agree to establish and implement a cost-effective PBS program as soon as possible under the following provisions

1 Each party will assign representatives to serve as members of a PBS committee This committee will be responsible for
   a Review PBS applications from several vendors to be selected by both parties
   b Review and make conforming changes to all provisions of the current CBA that are inconsistent with PBS
   c Negotiate the contractual changes including establishing credit values for all known non-flying activities that generate credit such as vacation days, training days, etc
   d Select a vendor that is mutually agreeable to both parties based on costs, both for implementation and on-going licensing/leasing fees, proper handling of seniority, proper handling of "stacking" issues, application functionality, ease of use, vendor customer support and product reliability
   e Determine requirements for adequate computer access to the system

2 Establishing a Joint Implementation Team (JIT) consisting of representatives from AFA, the Company, and the vendor to
   a Develop a Detailed Requirement Document with the vendor to jointly establish all parameters/criteria that are needed for a PBS
   b Parallel testing of the system will occur before implementation The JIT will monitor the progress of this parallel testing and to determine if additional testing is needed prior to implementation
   c Apply the "Train the Trainer" approach whereas select Flight Attendants in each Base will be trained to train other Flight Attendants on how to use PBS In addition, members of the JIT will attend the crew planner's training
   d The JIT will determine the appropriate level of training required Training will be conducted in the Bases or at the IND, or CHI Training facilities Training may consist of Home Study if determined to be adequate No testing will be required

e Trained instructors will be available in each Base during the testing period to facilitate the phase-in period of PBS In addition, the Company will establish a mechanism for handling FA PBS questions
f Phase-in on a fleet and Base basis will be as determined by the Company
g The JIT will meet as needed during the implementation time When JIT meetings and training are held, trip(s) will be dropped for Company business and will be pay protected
h The parties agree that the above provisions will not unnecessarily delay the implementation of PBS

3 The parties agree that implementation of a PBS system will include unlimited trip trades with open time, FAD drops after pick up or trade with open time, and a longer open time window

The parties agree to have PBS implemented within a six (6) to nine (9) month period from DOS of this provision, and upon membership ratification of the contractual parameters utilized to implement PBS unless delayed by extenuating circumstances agreed to by both parties

PART 3: ONE EXCUSED ABSENCE RELATED TO AIR TRAVEL

The Company and Union agree that Flight Attendants are expected to report for scheduled show times However, the Company acknowledges that there may be occasions when unforeseen circumstances may cause a Flight Attendant to miss his/her scheduled showtime and his/her subsequent assignment Therefore, the Company and the Union agree to the following provisions

1 A Flight Attendant traveling to his/her Base by air for an assignment (including reserve status) who is unable to report because of unforeseeable circumstances (such as unexpected weather, maintenance, ATC delays) will be excused with no discipline on one occasion per year provided the following parameters are met
   a A Flight Attendant must make very good faith effort to arrive at the assigned location on time
   b A Flight Attendant must have listed on at least two (2) flights with available seats (ATA or another carrier), both of which are scheduled to arrive prior to the Flight Attendant's scheduled showtime or start of reserve period
   c If after arriving at the departure airport the first flight is delayed or canceled, or the Flight Attendant is denied boarding for any reason beyond his/her control, the Flight Attendant will report for his/her back-up flight
   d If the departure of the back-up flight is delayed or canceled, or the Flight Attendant is denied boarding for reasons beyond his/her control, the Flight Attendant shall immediately notify Crew Scheduling In the case of a delay, the Flight Attendant shall provide the flight number and anticipated departure time of the flight, at which time Crew Scheduling will make the

determination whether or not to reassign the Flight Attendant for operational needs

e The Flight Attendant shall now become responsible using reasonable means available to attempt to find alternate transportation, up to and including purchasing a ticket on a flight that would allow the Flight Attendant to report for work

f A Flight Attendant must provide her Base Manager/Supervisor with documentation supporting the Flight Attendant's efforts and attempts to arrive at work

g A Flight Attendant must take into consideration weather conditions and known operational problems when planning travel to an assignment Additional time (including travel the day prior if necessary) should be allowed when necessary

2 Crew Scheduling may reassign a Flight Attendant on the original days of the pairing Such reassignment may include assignment to a Long Call Reserve (RLC) day(s)

3 If Crew Scheduling is unable to reassign the Flight Attendant, the Flight Attendant will not be paid and credited, and minimum monthly guarantee will be reduced by the credited time lost, if applicable

PART 4: BANKRUPTCY PROTECTION AND FRAGMENTATION

1 **Bankruptcy Protection**

In the event the Company files a Chapter 11 bankruptcy during the term of this Agreement, the Company shall (1) acknowledge to the Bankruptcy Court that the Company's Flight Attendants have already significantly contributed to the Company's cost saving efforts, (2) only request additional concessions from the Flight Attendants if circumstances so dictate and with a goal toward improving Flight Attendant productivity and staffing before impacting rates of pay, and (3) recommend to the U S Bankruptcy Trustee that a representative of the Company's Flight Attendants be invited to participate on the Debtor's Unsecured Creditors Committee

2 **Fragmentation.**

If the Company transfers (by sale, lease or other transaction) or disposes of aircraft or route authority which produced thirty percent (30%) or more of the Company's operating revenues over the prior twelve (12) months, or which produced thirty percent (30%) or more of the Company's block hours over the prior twelve (12) months net of additions to the Company's operating revenues or block hours produced by aircraft or routes acquired during the same twelve (12) month period, or ten (10) aircraft whichever is less, to a person or entity or to a group of persons or entities acting in concert (the "Transferee") that is, controls or

is under the control of an air carrier or that will operate as, control or be under the control of an air carrier following its acquisition of the Company's aircraft or route authority (any such transaction, a "Substantial Asset Sale"), then

a The Company shall make good faith effort to encourage the Transferee to offer employment to Flight Attendants currently listed on the ATA Flight Attendants System Seniority List who are qualified on the aircraft being transferred and whose identity shall be determined consistent with the seniority provisions of the Agreement

b The Company shall request the Transferee to provide any Transferring flight attendants with the seniority integration rights provided in Sections 2, 3, and 13 of the Allegheny-Mohawk LPPs except that the integration of the Transferring Crewmembers into the Transferee's seniority list shall be governed by AFA Merger Policy if both pre-transaction Flight Attendant groups are represented by the Association The Company shall request the Transferee to agree to provide the seniority integration rights specified in the preceding sentence in connection with a Substantial Asset Sale in a written document

IN WITNESS WHEREOF, the parties have hereto signed this Letter of Agreement this _____ day of _____, 2004.

For the Association of Flight Attendants **For ATA Airlines, Inc.**

_____
Jacki Pritchett
MEC President

_____
Richard W Meyer, Jr
Vice President, Labor Relations

_____
Patricia Friend
International President

TO BANKRUPTCY MANAGEMENT CORPORATION (317) 237-0300
ATTN, ATA CLAIMS AGENT
1330 EAST FRANKLIN AVE

EL SEGUNDO, CA 90245

REF 2184/5146 SBL

FedEx Express

CLS031484/05/05

Delivery Address Barcode

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300 North Meridian Street, Suite 2700 Indianapolis, Indiana 46204-1782

VIA FEDERAL EXPRESS

2184/5146 sbl

Bankruptcy Management Corporation
Attn ATA Claims Agent
1330 East Franklin Avenue
El Segundo, CA 90245

UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION

In re: ATA Airlines Inc
Case No 04-19866

DOCUMENTS APPENDED TO CLAIM

On August 22, 2006, document(s) were appended to Claim Numbers **1586 & 2173** for the following reason(s)

☐ Stipulation and Omni Withdrawal

☐ Proof of Payment

☐ Change of Address request

☐ Notice of Transfer of Claim

☒ Other **Withdrawal of claims**

dkt # 4406

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION

In Re	)	**Chapter 11**
	)	
ATA AIRLINES, INC., et al ,[1]	)	**Case No. 04-19866**
	)	**(Jointly Administered)**
Debtors	)	
	)	

WITHDRAWAL OF CLAIMS

The Association of Flight Attendants ("AFA"), by counsel, hereby withdraws its claim numbers 1586 and 2173

Respectfully submitted,

MACEY SWANSON AND ALLMAN

/s/ Richard J Swanson
Richard J Swanson
Attorneys for Association of Flight Attendants

Macey Swanson and Allman
445 N Pennsylvania Street
Suite 401
Indianapolis, IN 46204
(317) 637-2345
(317) 637-2369 (fax)

[1]The Debtors are the following entities ATA Holdings Corp (04-19866), ATA Airlines, Inc (04-19868), Ambassadair Travel Club, Inc (04-19869), ATA Leisure Corp (04-19870), Amber Travel, Inc (04-19871), American Trans Air Execujet, Inc (04-19872), ATA Cargo, Inc (04-19873), and Chicago Express Airlines, Inc (04-19874)

OK - Done 8/17/06

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing was served on this 17th day of August 2006, by electronic mail or first class mail on the Core Group, 2002, List, Appearance List, and affected counter-parties

/s/ Richard J Swanson
Richard J Swanson

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION

Chapter 11 Bankruptcy
In re: ATA Holdings Corp., et al.,
Case No. 04-19866

DOCUMENTS APPENDED TO CLAIM

On August 30, 2006, Document(s) appended to Claim Number 1586 for the following reason

☐ Stipulation/Order

☐ New Supporting Documents

☐ Change of Address

☒ Withdrawal of Claim

☐ Other

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION

In Re.	)	**Chapter 11**
	)	
ATA AIRLINES, INC , et al.,[1]	)	**Case No 04-19866**
	)	**(Jointly Administered)**
Debtors.	)	
	)	

WITHDRAWAL OF CLAIMS

The Association of Flight Attendants ("AFA"), by counsel, hereby withdraws its claim numbers 1586 and 2173

Respectfully submitted,

MACEY SWANSON AND ALLMAN

/s/ Richard J Swanson
Richard J Swanson
Attorneys for Association of Flight Attendants

Macey Swanson and Allman
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Suite 401
Indianapolis, IN 46204
(317) 637-2345
(317) 637-2369 (fax)

[1]The Debtors are the following entities ATA Holdings Corp (04-19866), ATA Airlines, Inc (04-19868), Ambassadair Travel Club, Inc (04-19869), ATA Leisure Corp (04-19870), Amber Travel, Inc (04-19871), American Trans Air Execujet, Inc (04-19872), ATA Cargo, Inc (04-19873), and Chicago Express Airlines, Inc (04-19874)

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing was served on this 17th day of August 2006, by electronic mail or first class mail on the Core Group, 2002, List, Appearance List, and affected counter-parties

/s/ Richard J Swanson
Richard J Swanson