

# 2023 Flight Attendants

Amended Agreement



# 2023 FLIGHT ATTENDANT COLLECTIVE BARGAINING AGREEMENT TABLE OF CONTENTS

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## **AGREEMENT**

This Agreement is entered into by and between NetJets Aviation, Inc. (hereinafter "Company") and the International Brotherhood of Teamsters, Airline Division (hereinafter "Union") as representative of Flight Attendants of the Company pursuant to the terms of the Railway Labor Act, as amended, (hereinafter the "Act" or RLA) in the mutual interests of the Flight Attendants and the Company to promote the safety and continuity of air transportation, to further the efficiency and economy of operations, and to provide for orderly collective bargaining relations pertaining to rates of pay, rules or working conditions, between the Company and its Flight Attendants.

## **SECTION 1 – RECOGNITION**

**1.1** Pursuant to the certification by the National Mediation Board in Case No. R-6820 dated July 12, 2001, this Agreement is made and entered into between NetJets Aviation, Inc., hereinafter referred to as "Company" and the International Brotherhood of Teamsters, hereinafter referred to as "Union", representing the employees composing the craft and class of Flight Attendants. The Company or employees will not negotiate individually on matters covered by this Agreement.

**1.2** This Agreement shall supersede all previous Agreements by and between the Company and the Union or any other labor organization or individual with respect to the Flight Attendants described above and shall constitute the sole Agreement between the Company and the Union. Any and all agreements made by the parties shall be reduced to writing and signed by the authorized representatives. An "authorized representative" of the Union shall be any authorized agent of the Teamsters Airline Division, including the President or Business Agent of Local 284.

### **1.3 Scope of Agreement**

**1.3(A)** This Agreement covers all Flight Attendants in the employ of the Company who are employed and assigned within the United States and its territories, and Flight Attendants in such positions when assigned to those segments of international passenger flights flown, or under the functional control of, the Company, its affiliates, or the Company's parent corporation, NetJets, Inc., which originate or terminate in the United States and its territories, and also Flight Attendants in such positions when assigned at the discretion of the Company on other international passenger flights, or to a foreign domicile pursuant to this Agreement; provided, all flights referenced herein are flown by pilots on the NetJets Aviation, Inc. Seniority List. Any Canadian NetJets Program established by the Company, its parent or any affiliate shall be covered by this Agreement.

**1.3(B)** All present and future Flight Attendant Services offered to owners/lessees/customers of the Company or its affiliates on aircraft operated by Pilots on the Pilot System Seniority List of NetJets Aviation, Inc. shall be performed exclusively by the Flight Attendants on the NetJets

Aviation, Inc. Flight Attendant System Seniority List under the terms of this Agreement.

**1.3(C)** In the event that the NetJets-NJASAP Pilot System Board of Adjustment finds the Company to have violated any provision relating to allocation of flying in Section 1 of the Collective Bargaining Agreement between NJASAP, or its successors or assigns and NetJets Aviation, Inc., as it may be amended from time to time, (1) Flight Attendants covered by this Agreement shall thereafter perform Flight Attendant Services on any and all new flying allocated to NetJets Pilots as a result of the award of the System Board of Adjustment; and (2) the Union may file a grievance under Sections 21 this Agreement for the limited purpose of seeking relief for any loss of compensation suffered by one or more Flight Attendants as a result of the violation.

## **1.4 Successor Transactions**

### **1.4(A) General**

**1.4(A)(1)** The Agreement shall be binding upon the parties hereto and their successors and assigns. Any transaction that involves a transfer (in a single transaction or in a series of related multi-step transactions) to a Successor of ownership or control of the Company and/or substantially all of its assets shall be a "Successor Transaction" and subject to this Agreement.

**1.4(A)(2)** No contract or other legally binding commitment involving the transfer of ownership or control pursuant to a Successor Transaction will be signed or otherwise entered into unless it is agreed, as a material and irrevocable condition of entering into, concluding and implementing such transaction that the Successor shall assume the employment of Flight Attendants on the NetJets Aviation, Inc. Flight Attendant System Seniority List in accordance with the *status quo* consisting of the applicable rates of pay, rules and working conditions set forth in this Agreement (including its merger protections).

**1.4(A)(3)** The Company shall give written notice of the existence of this Agreement, and a copy of this Agreement to any proposed Successor before the Company and the

proposed Successor enter into any arrangement or agreement in principle with respect to a potential Successor Transaction. A copy of the notice submitted to the proposed Successor shall be provided to the Union under standard confidentiality agreements at the Company's request when permitted by applicable law, regulations and any confidentiality agreements, the latter of which will not extend beyond the negotiation of the written definitive agreement.

#### **1.4(B) Cabin Crew Member Protections In the Event of a Successorship Transaction**

Unless otherwise agreed, the following provisions shall apply in the event of a Successor Transaction that may affect the employment and/or seniority rights of Flight Attendants on the NetJets Aviation, Inc. Flight Attendant System Seniority List. These provisions shall apply if the Company is acquired by another air carrier, and shall bind the Successor or surviving air carrier regardless of the form of the transaction.

**1.4(B)(1)** The integration of the seniority lists of the respective flight attendant groups shall be governed by Sections 3 and 13 of the Allegheny-Mohawk Labor Protective Provisions ("LPPs"). The parties shall promptly initiate the seniority integration procedures of Sections 3 and 13 following announcement of an operational merger affecting the seniority of the flight attendant groups. The Company or other Successor, as appropriate, shall accept the integrated seniority list. There will be no system flush or removal of flight attendants from their positions as a result of seniority list integration.

**1.4(B)(2)** Prior to integration of seniority lists in accordance with paragraph (b)(i) above, the parties shall negotiate a mutually agreeable fence agreement. The fences shall remain in effect until seniority lists and CBAs are merged. Until the fences are removed, all aircraft (including orders and options to purchase aircraft) and the operations of each pre-transaction carrier shall remain separated. If the fence agreement cannot be reached within sixty (60) days of a request by either party to begin negotiations, all unresolved issues shall be submitted to interest arbitration. The arbitrator's resolution of the disputed issues shall be on an issue-by-issue basis, rather than a "total package" basis, and shall be binding on the parties with respect to the particular dispute, but shall have no

precedential or binding effect on other or future disputes arising under this subparagraph.

**1.4(B)(3)** Unless and until an operational merger is finally effectuated, the Union will continue to be recognized as the representative of the pre-merger Flight Attendant craft or class to the extent provided by law. In the event of an operational merger, the representative of the post-merger craft or class will be established pursuant to Section 2, Ninth of the Railway Labor Act, as amended.

**1.4(B)(4)** Prior to an operational merger, the surviving air carrier and the representative of the consolidated, post-merger Flight Attendant craft or class will negotiate modifications to the collective bargaining agreement necessary to permit the integration. If a modified agreement is not executed within nine (9) months from the date a final and binding integrated Flight Attendant Seniority List is issued, the parties shall submit outstanding issues to binding interest arbitration. The arbitrator's resolution of the disputed issues shall be on an issue- by-issue basis, rather than a "total package" basis, and shall be binding on the parties with respect to the particular dispute, but shall have no precedential or binding effect on other or future disputes arising under this subparagraph. Until such time as a fully merged agreement is reached, either through bargaining or arbitration, the surviving air carrier may continue to operate the two carriers separately.

**1.4(B)(5)** The Company will not furlough or involuntarily displace any Flight Attendants on the NetJets Aviation, Inc. Flight Attendant System Seniority List in anticipation of a Successorship Transaction in order to deprive them of the protection provided by this Section.

**1.4(B)(6)** Pending the operational merger of the pre-transaction carriers and the Flight Attendant collective bargaining agreements and seniority lists, no Flight Attendant on the NetJets Aviation, Inc. Flight Attendant System Seniority List shall be furloughed or reduced in status as a result of the transaction. Flight Attendants who are furloughed shall be entitled to the greater of furlough pay computed in accordance with the amalgamated agreement, or furlough pay computed under Section 7.9 of this Agreement.

**1.4(C) Cabin Crew Member Protections in the Event of an Acquisition of an Air Carrier.**

Unless otherwise agreed, the following provisions shall apply in the event that the Company or its affiliates acquire another air carrier, and the transaction may affect the employment and/or seniority rights of Flight Attendants on the NetJets Aviation, Inc. Flight Attendant System Seniority List.

**1.4(C)(1)** If flight attendants of the acquired carrier are hired by the Company, the seniority lists of the respective Flight Attendant groups shall be governed by Sections 3 and 13 of the Allegheny-Mohawk Labor Protective Provisions (“LPPs”). The parties shall promptly initiate the seniority integration procedures of Sections 3 and 13 following announcement of an operational merger affecting the seniority of the flight attendant groups. The Company or other Successor, as appropriate, shall accept the integrated seniority list. There will be no system flush or removal of flight attendants from their positions as a result of seniority list integration.

**1.4(C)(2)** Prior to integration of seniority list in accordance with paragraph (c)(i) above, the parties shall negotiate a mutually agreeable fence agreement. The fences shall remain in effect for the period of time the acquired carrier continues as a separate transportation system. Until the fences are removed, all aircraft (including orders and options to purchase aircraft) and the operations of each pre- transaction carrier shall remain separated. If the fence agreement cannot be reached within sixty (60) days of a request by either party to begin negotiations, all unresolved issues shall be submitted to interest arbitration. The arbitrator’s resolution of the disputed issues shall be on an issue-by-issue basis, rather than a “total package” basis, and shall be binding on the parties with respect to the particular dispute, but shall have no precedential or binding effect on other or future disputes arising under this subparagraph.

**1.4(C)(3)** Unless and until an operational merger is finally effectuated, the Union will continue to be recognized as the representative of the pre-merger Flight Attendant craft or class to the extent provided by law. In the event of an operational merger, the

representative of the post-merger craft or class will be established pursuant to Section 2, Ninth of the Railway Labor Act, as amended.

**1.4(C)(4)** If flight attendants of the acquired carrier are hired by the Company, the Agreement shall be modified in those respects necessary to permit the integration through negotiations between the surviving air carrier and the representative of the consolidated, post-merger flight attendant craft or class. If a modified agreement is not executed within nine (9) months from the date a final and binding integrated flight attendant seniority list is issued, the parties shall submit outstanding issues to binding interest arbitration. The arbitrator's resolution of the disputed issues shall be on an issue-by-issue basis, rather than a "total package" basis, and shall be binding on the parties with respect to the particular dispute, but shall have no precedential or binding effect on other or future disputes arising under this subparagraph. Until such time as a fully merged agreement is reached, either through bargaining or arbitration, the surviving air carrier may continue to operate the two carriers separately.

**1.4(C)(5)** The Company will not furlough or involuntarily displace any Flight Attendants on the NetJets Aviation, Inc. Flight Attendant Seniority List in anticipation of a Successorship Transaction in order to deprive them of the protection provided by this Section.

**1.4(C)(6)** Pending the operational merger of the pre-transaction carriers and seniority lists, no Flight Attendant on the NetJets Aviation, Inc. Flight Attendant System Seniority List shall be furloughed or reduced in status as a result of the transaction.

**1.4(C)(7)** The Company may operate the acquired carrier under the parties' fence agreement for a reasonable period following acquisition to enable consolidation of operations.

## **1.5 Foreign Operations**

**1.5(A)** The Company shall continue to be subject to the Railway Labor Act, as amended, with its headquarters, senior management and Flight Operations Department situated within the United States. This provision shall not apply to international program affiliates of NetJets, Inc. (e.g. NetJets Europe, NetJets Middle East).

**1.5(B)** The Company and its affiliates shall not open a foreign Flight Attendant domicile to perform work covered by this Agreement, except in accordance with the procedures of Section 13 of the Agreement.

**1.5(C)** Flight Attendants assigned to such domicile shall be covered by all terms of this Agreement and applicable Letters of Agreement, subject to the outcome of the Section 13 procedure, and shall continue to enjoy all the rights, privileges and immunities of the Railway Labor Act, to the extent permitted by the law of the host country.

**1.5(D)** Disputes concerning Flight Attendants based at foreign domicile shall be heard pursuant to Sections 1.8, 21 and 22 of this Agreement, and the decision of the arbitrator shall be enforceable in the same manner as arbitration awards in disputes concerning Flight Attendants based in the United States.

## **1.6 Information Sharing**

A Committee consisting of no more than three (3) Company representatives and three (3) Union representatives, including the Vice President of Labor Relations and FAEC Chairperson, will be created to monitor, as required, the implementation of Section 1 of this Agreement (except Sections 1.1 and 1.2). At the request of the Committee, the Company shall provide the Committee with documents and information reasonably necessary to determine compliance with the requirements of the Section. Proprietary, sensitive, or confidential information shall be reviewed by the Committee under standard confidentiality agreements at the Company's request.

## **1.7 Expedited Arbitration**

A grievance filed by the Union alleging a violation of Section 1 of this Agreement (excluding Sections 1.1 and 1.2) shall bypass the initial steps of the grievance procedure and shall be submitted and heard on an expedited basis under Section 22 before the System Board of Adjustment sitting with a neutral arbitrator. The neutral arbitrator shall be selected from the panel set up pursuant to Section 1.8(f). The dispute shall be heard no later than sixty (60) days following the submission to the System Board of Adjustment (subject to the availability of the neutral) and decided no later than forty-five (45) days after submission to the Board, unless the parties agree otherwise in writing.

## **1.8 New Equipment**

The Company may undertake new forms of business and introduce new equipment or methods of doing business affecting Flight Attendants covered by this Agreement.

**1.8(A)** In those instances where the Company contemplates assigning Flight Attendants to an aircraft type or model that is configured by, or for, the Company with more than seventeen (17) passenger seats, or that is a Boeing Business Jet (or a similarly sized or larger aircraft), the Company shall provide prompt written notice to the FAEC Chairperson and the President of Local 284. The parties may meet at any time prior to, but no less than one hundred eighty (180) days before the introduction of the new type of equipment to negotiate the applicable rates of pay and rules.

**1.8(B)** In those instances where the Company undertakes a new form of business or introduces a new method of doing business affecting Flight Attendants covered by this Agreement, the Company shall provide prompt written notice to the FAEC Chairperson and the President of Local 284. The parties may meet at any time prior to, but no less than one hundred eighty (180) days before the undertaking of the new form of business or introduction of the new method of doing business to negotiate the applicable rates of pay, rules and/or working conditions.

**1.8(C)** If the parties are unable to reach agreement on the issues bargained under subsections

(b) and (c) by the sixtieth (60th) day prior to the date of the introduction of the new type of equipment, new form of business, or new method of doing business, they shall submit their respective last offers on disputed matters to interest arbitration. The arbitrator's resolution of the disputed issues shall be on an issue-by-issue basis, rather than a "total package" basis, and shall be binding on the parties with respect to the particular dispute, but shall have no precedential or binding effect on other or future disputes arising under Section 1.8.

**1.8(D)** The Company may operate the new type of equipment, including the supersonic aircraft, undertake the new form of business or introduce the new method of doing business prior to reaching an agreement with the Union on all disputed issues, or the issuance of an arbitrator's final decision, whichever is applicable. The parties agree that the agreement or the arbitrator's decision will be retroactive to the commencement of operations of the new equipment, undertaking the new form of business or introduction of the new method of doing business. Rates of pay, rules and/or working conditions will be retroactive to the first day of the operation of the new type of equipment, undertaking the new form of business or introduction of the new method of doing business.

**1.8(F)** Given the unique and complex nature of the Company's business, the parties agree to establish a panel of eight (8) arbitrators with aviation-related experience to hear disputes arising under Section 1.8. Said panel will be established within ninety (90) days of the date of ratification of this Agreement. The Union and Company will each submit the names of four (4) arbitrators willing to preside on the panel. Thereafter, arbitrators for disputes arising under this Section shall be selected by alternately striking names until one (1) remains with the winner of a coin toss, or its equivalent, striking first.

## **1.9 Minimum Staffing**

**1.9(A)** There shall be a minimum of one (1) Flight Attendant assigned to all Standard Range aircraft and Long Range aircraft revenue flights; *provided*, a Flight Attendant is available for the flight assignment. Nothing contained in the preceding sentence shall supersede the requirements of applicable Federal Aviation Regulations.

**1.9(B)** The Company will provide the Union with quarterly reports of all aircraft revenue flights within each flight attended aircraft program (e.g., Standard Range, Long Range) that are conducted without a Flight Attendant.

**1.9(C)** In the event an owner/lessee/customer requests that an individual other than a Flight Attendant as defined in this Agreement perform cabin passenger and cabin preparation duties that would otherwise be performed by a Flight Attendant on the NetJets Flight Attendant Seniority List, and the Company grants the request, the provisions of Section 1.9(A) shall not apply. Under such circumstances, the Company shall assign one (1) Flight Attendant to the aircraft jumpseat, with no loss of pay, for any flight segment wherein such individual is performing cabin passenger or cabin preparation service; provided, the jumpseat is available (*i.e.*, not occupied by a required pilot observer, not unavailable as a result of maintenance issues). The Company and Union may mutually waive the minimum staffing requirement contained in this subsection. The Company agrees that no Flight Attendant on the NetJets Flight Attendant Seniority List shall be laid off as a result of the Company granting specific owner/lessee/customer requests of the kind referred to in this subsection. Nothing contained herein shall supersede the requirements of applicable Federal Aviation Regulations.

**1.9(D)** In the event an owner/lessee/customer requests that no Flight Attendant Services be performed on a particular flight segment by a Flight Attendant on the NetJets Flight Attendant Seniority List, or an individual not on the NJA Flight Attendant Seniority List, and the Company grants the owner/lessee/customer's request for the particular flight segment, the provisions of Section 1.9(A) shall not apply. The Company agrees that no Flight Attendant on the NetJets Flight Attendant Seniority List shall be laid off as a result of the Company granting the owner/lessee/customer's request for the particular a flight segment. Nothing contained herein shall supersede the requirements of applicable Federal Aviation Regulations.

**1.9(E)** Minimum staffing requirements for future aircraft fleets/program shall be determined in accordance with Section 1.8.

**1.9(F)** The provisions of Section 1.9 shall not apply to administrative/executive flights, ferry/re-

positioning flights, static demo flights, training flights, and/or maintenance flights. Nothing contained herein shall supersede the requirements of applicable Federal Aviation Regulations.

**1.9(G)** The Company agrees to maintain the following minimum Flight Attendant crew ratios:

**1.9(G)(1)** No less than 2.35 Flight Attendants per actively operated aircraft in the combined Standard Range and Long Range fleets, including Flight Attendants in Instructor Positions identified in Section 5.6 of this Agreement; provided, however, if the Company is found to have a Flight Attendant staffing level of less than 2.35 Flight Attendants per actively operated aircraft in the combined Standard Range and Long Range fleets on any quarterly calculation, the Company must immediately hire enough new Flight Attendants to bring the staffing level to 2.35 Flight Attendants per aircraft or more. "Actively operated," as used in this Section 1 means aircraft either fractionally owned or part of the core fleet that are also in the combined Standard Range Fleet and Long Range Fleet, excluding aircraft in long term storage. Such hiring must be completed within 120 days from the quarterly calculation that determined the staffing level was below the requirements of this subsection; and

**1.9(G)(2)** Minimum crew ratios in future aircraft fleets will be determined in accordance with Section 1.8 (New Equipment).

Subject to the provisions of subsections 1.9(C) and 1.9(D), nothing contained herein requires the Company to maintain the flight attendant crew ratios specified above in the event the Company furloughs flight attendants in accordance with Section 7 of the Agreement, nor limits the Company's rights in connection with a fleet reduction/elimination per Section 5.11.

**END OF SECTION 1**

## **SECTION 2 – MANAGEMENT RIGHTS**

**2.1** The rights of ownership, the management of the Company and direction of the working forces, including the right to hire and assign employees, the right to direct, plan and control operations, and to schedule flying operations, and the right to determine the flying to be performed, and the right to introduce new and improved methods, equipment or facilities, and the right to change existing methods, equipment and facilities, and the right to determine and change the location of the Company's bases and facilities, the flying to be done from each, and the location of work within the bases and facilities, the number of employees, the right to lease facilities or equipment, and the right to establish or change Company rules and in general to maintain discipline and efficiency, are vested exclusively with the Company, provided that the rights of management shall not be exercised so as to violate any provision of this Agreement, or the Railway Labor Act, or conflict with applicable FARs, operations specifications or ICAO Rules where the aforementioned FARs, operations specifications or ICAO Rules are governing.

**2.2** All Flight Attendants covered by this Agreement will be governed by Company rules, regulations and orders issued by properly designated supervisors, provided such rules, regulations and orders are not in conflict with this Agreement.

**2.3** If any Article or Section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of the Agreement, or the application of such Article or Section as to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby. In the event that any Article or Section is held invalid or enforcement or compliance with has been restrained, as set forth above, the parties hereto shall serve Section 6 notice(s) and enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties hereto cannot agree on a mutually satisfactory replacement, either party hereto shall be permitted all legal or economic recourse in support of its demands notwithstanding any provisions in this Agreement to the contrary.

## **2.4 Discharge and Discipline**

**2.4(A)** The Company shall have the right to discharge or to otherwise discipline any Flight Attendant for just cause. The Company's business requires adherence to the highest standards of safety and the maintenance of tight scheduling of flights. In view of these requirements and without limiting the generality of the foregoing, it shall be just cause for discharge if any Flight Attendant violates the Company's rule against consumption of alcoholic beverages within twelve (12) hours prior to flight departure time, or if any Flight Attendant fails to comply with the requirements of the Company's FAA-required Alcohol Misuse Prevention Program and Anti-Drug Program.

**2.4(A)(1)** Flight Attendants self-referring for an alcohol problem prior to being notified of a test will not be subject to discipline and may avail themselves of the evaluation and assistance benefits set forth in the Company's Alcohol Misuse Prevention Program. In the event the self-referral causes the Flight Attendant to lose her medical certificate, if applicable, the Company shall place the Flight Attendant on unpaid leave status until the Flight Attendant regains her medical certificate and reports for duty at the direction of the Company.

**2.4(C)** If any Flight Attendant fails to show for a flight when scheduled unless such failure is due to unavoidable circumstances beyond the control of the Flight Attendant, she may be subject to discipline, up to and including discharge, provided there is just cause.

**END OF SECTION 2**

### **SECTION 3: DEFINITIONS**

**3.1** “Acknowledge” When used in provisions concerning Flight Attendant duty briefings, a Flight Attendant acknowledges a duty briefing either verbally or by selecting the acknowledge option on the Company issued communication device.

**3.2** “Active Flight Attendant” means a Flight Attendant not on a Leave of Absence or in a Management position for purposes of this Agreement.

**3.3** “Affiliate” means any entity that the Company or its parent, NetJets, Inc., controls or any entity controlled by an Affiliate.

**3.4** “AOE” means Additional Operating Experience

**3.5** “ATCO” means Air Taxi Commercial Operator.

**3.6** “Augmented Crew” means a flight crew, which consists of three (3) or more pilots.

**3.7** “Business Day” means Monday-Friday excluding holidays.

**3.8** "Block-in Time" means the time an aircraft comes to a stop at the ramp blocks at the next point of landing.

**3.9** "Calendar Year" means the period starting with January 1 at 0001 EST and ending with December 31 at 2400 EST.

**3.10** “Control, controlled, or controlling interest” means an equity interest representing more than 50% of the outstanding capital stock of a U.S. entity; or voting securities in a U.S. company representing more than 50% of the total voting power of outstanding securities then entitled to vote generally in the election such entity’s board of directors of other governing body.

**3.11** “Date of Bid Award” means the date a bid for a position or special assignment closes.

**3.12** “Domestic” shall mean the continental United States.

**3.13** “Duty Free Period” – See “Rest” and “Prospective Rest”.

**3.14** “Duty Period” means the period of elapsed time between reporting for a Company-directed assignment and release from that assignment by the Company. All time between these two points is the Duty Period. The time is calculated using either Coordinated Universal Time or local time to reflect the total elapsed time.

**3.15** “Duty Tour” means a period of duty days assigned to a specific tour, *i.e.*, 2, 3, 4, 5, 6, 7, or 8 day tours and in accordance with Section 19 (Scheduling) of this Agreement.

**3.16** “Eligible Bidder” means a Flight Attendant not prohibited from bidding for equipment or a duty assignment by a specific provision set forth in the Agreement.

**3.17** “Employees” mean all Company personnel covered by this Agreement.

**3.18** “Entity” means a natural person, corporation, association, partnership, trust or any other form for conducting business.

**3.19** “Equipment Lock” means a time-based restriction upon a Flight Attendant’s right to be awarded a position based upon the aircraft to which the Flight Attendant is currently assigned.

**3.20** “Extended Day Pay” see Section 27.5 of the Agreement.

**3.21** “FAA” means the U.S. Federal Aviation Administration.

**3.22** “FAR” means the Federal Aviation Regulations of the U.S. Federal Aviation Administration.

**3.23** “First Day” means the first scheduled workday or the first voluntary workday.

**3.24** “First Day Overtime” see Section 27.3 of the Agreement.

**3.25** “Flight Attendant” means an individual who is responsible for performing or assisting in the performance of all cabin passenger service, cabin safety, cabin preparation duties and/or duties

related thereto in accordance with Company policies, procedures, and applicable Federal Aviation Regulations, and whose name appears on the Flight Attendant Seniority List.

**3.26** "Flight Attendant Duty Status Reports" means the report provided to the FAEC in accordance with the terms set forth in Section 23.23 of the Agreement.

**3.27** "Flight Attendant Services" mean cabin passenger service, cabin safety or cabin preparation services customarily performed by scope employees on current aircraft and on future aircraft with a full galley and convection oven, or where required by FAA regulations, or provided as part of a owner/lessee/customer program.

**3.28** "Furlough" means lay-off.

**3.29** "HBA" means Home Base Airport.

**3.30** "Her" means hers or his. "She" means she or he.

**3.31** "Holiday Pay" see Section 27.4.

**3.32** "ICAO" means International Civil Aviation Organization.

**3.33** "Immediately prior to the elimination or reduction of aircraft" within the meaning of the definition of "Overstaffed" (Section 3.30) means the moment before the first aircraft is removed from the fleet/program.

**3.34** "Inactive Status" means a flight attendant on a withdrawal card per the IBT Constitution.

**3.35** "Instructor" see Section 5.6.

**3.36** "International" means all geographic regions not defined as "Domestic."

**3.37** "IOE" means Initial Operating Experience.

**3.38** “Local in Nature” means within 30 minutes, as measured using *Mapquest* (or another internet service agreed to by the Company and the Union), the posted speed limits and the most efficient route. Local traffic patterns or delays in transportation will not be considered when evaluating whether travel is “local in nature.” For example, a duty location and a Company-designated rest accommodation would be considered “Local in Nature” if located within 30 minutes travel time, using the calculation method described above. This definition has no application following the last duty period of a duty tour.

**3.39** “Major Passenger Air Carrier” means a group of one or more carriers consisting of (1) a Major Passenger Air Carrier (identified in the most recent version of the Department of Transportation Yellow Book) and, if applicable, (2) any other carrier(s) flying under the ICAO designator of the Major Passenger Air Carrier systems. A “Major” carrier flying under the ICAO designator of another Major Passenger Air Carrier will be considered part of the other Major Passenger Air Carrier.

**3.40** “Mid Tour Overnight” see Section 20.1(A).

**3.41** “Overstaffed” within the meaning of Section 5.11 shall be determined as follows:

1. The total number of Flight Attendants in the fleet/program immediately prior to the elimination or reduction of aircraft shall be divided by the total number of aircraft in the fleet/program immediately prior to the elimination or reduction of aircraft. The quotient shall represent the staffing ratio (*i.e.*, Flight Attendants to aircraft) in the fleet/program.
2. The number of aircraft in the fleet/program immediately after the elimination or reduction of aircraft shall be multiplied by the staffing ratio referred to in paragraph 1.
3. The difference between the product of the equation in paragraph 2 and the total number of Flight Attendants in paragraph 1 shall represent the degree to which the program is overstaffed, *i.e.*, the number of surplus Flight Attendants.

**3.42** “Parent” means an entity that controls another entity.

**3.43** “Permanent fleet/program elimination” within the meaning of Section 5.11 occurs when (A) the last aircraft in a fleet/program is removed from revenue service and (B) the Company will not order or take delivery of additional aircraft in the fleet/program.

**3.44** "Permanent fleet reduction" within the meaning of Section 5.11 means the Company (A) removes from revenue service one (1) or more aircraft in a fleet/program and (B) will not order or take delivery of additional aircraft in the fleet/program or (C) notwithstanding expected orders or deliveries for five (5) years from the date the first aircraft is removed from revenue service, the net number of aircraft in the fleet/program will be less than the number of aircraft in the fleet/program on the date the first aircraft is removed. The parties recognize fluctuations in the number of aircraft in a fleet/program do occur as a result of market conditions, delivery schedules, etc. However, said fluctuations are not considered to be permanent fleet/program reductions. If the Company informs the Union of a permanent fleet/program reduction, it shall provide the Union upon request with the Company's latest delivery schedule, including changes to the schedule for five (5) years from the date affected aircraft are removed for the affected fleet/program, and documentation evidencing removal of affected aircraft. The Union will execute a reasonable confidentiality agreement in connection with receipt of all documents.

**3.45** "Pilot in Command (PIC)" means the Captain who has final authority and responsibility for the operation and safety of a flight.

**3.46** "Prospective Rest" means a rest period assigned by the Company immediately prior to the commencement of a duty period.

**3.47** "PTO" means Paid Time Off, see Section 10.

**3.48** "Requested Airline Briefing" A briefing allowed under the terms of the Agreement, which, at minimum, provides the Flight Attendant with a report time, departure and arrival location for anticipated Travel Duty.

**3.49** "Residence" for purposes of application to specific operational provisions of the Agreement, e.g., Sections 13, 19, and 20 means the actual street address from which a Flight Attendant routinely commutes to or from his HBA. Post Office boxes are not an acceptable designation of residence for this purpose.

**3.50** "Rest" means a period of time free of all responsibility for work or duty prior to the commencement of, or following completion of, a duty period and during which the Flight Attendant cannot be required to receive contact from the Company. A rest period does not include any time

during which the Company imposes on a Flight Attendant any duty or restraint, including any actual work or present responsibility for work should the occasion arise.

**3.51** "Seam" means the mid-point of the seam period

**3.52** "Seam Period" means the fourteen (14) day period consisting of the seven (7) days before and after the seam.

**3.53** "Second in Command ("SIC")" means a pilot who is next in command after the Captain of the aircraft

**3.54** "Seniority" means the total period of time during which a Flight Attendant is employed by the Company based upon the Flight Attendant's last date of hire.

**3.55** "Show time" means the time a Flight Attendant is required to begin duty.

**3.56** "Subsidiary" means any entity that is controlled by another entity.

**3.57** "Work Day" means a twenty-four (24) hour period starting at 0001 local HBA time and ending at 2400 local HBA time.

**END OF SECTION 3**

**SECTION 4 - RESERVED**

## **SECTION 5 - SENIORITY**

### **5.1 Application of Seniority**

Seniority shall govern all Flight Attendants in case of promotion and demotion, assignment or reassignment, assignment to special assignments, bidding, furlough, recall after furlough, choice of vacancies, choice of vacation and schedule bidding.

### **5.2 Seniority Accrual**

Seniority shall begin to accrue on the date a Flight Attendant is first employed by the Company as a Flight Attendant and shall continue to accrue during such period of employment. A Flight Attendant shall be considered as first employed on the date she first reports to any Company required training event at the direction of the Company. When two (2) or more Flight Attendants are employed on the same date, they shall be placed on the NetJets Aviation, Inc. Flight Attendant Seniority List (hereinafter "Seniority List") according to their age, *i.e.*, the eldest Flight Attendant shall receive the more senior position on the Seniority List. In the event two (2) Flight Attendants of the same age are hired on the same date, the Company shall add the last four (4) digits of the social security number of each Flight Attendant, and award the more senior position to the Flight Attendant with the greater sum.

### **5.3 Bidding Rights, Restrictions, and Procedures**

The Company shall award Flight Attendant vacancies in an aircraft fleet according to the following procedures:

#### **5.3(A) Posting and Awarding of Vacant Positions**

The Company shall award the vacant position to the senior non-equipment locked bidder utilizing the Company's web-based, standing bid system. In the event an insufficient number of bids are received from non-equipment locked Flight Attendants to fill a vacancy, the Company shall waive equipment locks for all Flight Attendants; *provided*, all non-equipment locked bidders are awarded the positions in seniority order before any Flight Attendant whose equipment lock was waived pursuant to this subparagraph is awarded a position. Thereafter, if vacancies remain, the Company may involuntarily assign Flight Attendants from outside the posted aircraft program using inverse seniority, or hire from outside the Company to fill the vacancies, or cancel the remaining vacancies, or any combination thereof, whichever it chooses.

### **5.3(B) Training and Commencement of Wages**

Training for Flight Attendant vacancies filled by other than Ghost Award shall commence within ninety (90) days of the bid award/assignment, unless training is delayed due to reasons beyond the control of the Company. Any changes in wages for the awarded or assigned vacancy shall begin upon commencement of duty associated with related training.

### **5.3(C) Standing Bid System**

The Company will maintain and utilize a web-based "Standing Bid System" to award Flight Attendant vacancies. The Company will notify a Flight Attendant of a vacancy award via Company-issued communication device and *via* e-mail to any other e-mail address entered into the Standing Bid System.

### **5.3(D) Flight Attendant Right to Modify a Standing Bid**

A Flight Attendant on the Seniority List may modify her Standing Bid at any time via the web-based Standing Bid System, or in the event the web-based system is inoperative, by sending a fax to the Company-designated facsimile machine or e-mail address. A modified Standing Bid will become effective at the date and time indicated on the confirmation notice sent to the Flight Attendant by the Standing Bid System, or the date and time indicated on a fax transmission receipt, if applicable. The last Standing Bid properly submitted into the Standing Bid system will control until a different Standing Bid is properly submitted.

### **5.3(E) Vacancy Notices**

The Company will post all Flight Attendant vacancies. Each such vacancy will include: (1) a posting date; (2) a closing date, which will be no sooner than six (6) business days after the posting date; (3) an award notification date, which will be no later than five (5) business days after the closing date; and (4) the aircraft fleet.

## **5.4 Equipment Locks**

### **5.4(A) New Hires**

All new hire Flight Attendants shall be assigned to the Standard Range fleet upon date of hire and shall incur a one-year equipment lock.

#### **5.4(B) Subsequent Equipment Locks**

A Flight Attendant awarded a vacancy pursuant to Section 5.3(A) shall incur a two-year equipment lock effective on the date of the bid award.

#### **5.4(C) No Lock if Involuntarily Assigned**

A Flight Attendant involuntarily assigned to a Flight Attendant vacancy pursuant to subsection 5.3(A) shall cease to be equipment locked effective on the date of the assignment.

### **5.5 Management Flight Attendants**

#### **5.5(A) Seniority Accrual**

**5.5(A)(1)** A Flight Attendant who accepts a management position within the Company shall have the option to retain and continue to accrue seniority on the Seniority List; *provided*, the Management Flight Attendant pays a monthly service fee to the Union in accordance with subsection 5.5(D) of this Agreement.

**5.5(A)(2)** A person hired directly into a management position may, with the approval of the Company, obtain the last position on the Seniority List, and continue to accrue seniority during the period she performs management duties; *provided*, the date of her placement on the Seniority List shall be no earlier than the date the Flight Attendant becomes line qualified; *and, provided further*, she pays to the Union the in-effect initiation fee and a monthly service fee in accordance with subsection 5.5(D) of this Agreement.

#### **5.5(B) Inactive Status and Application of Agreement**

All Management Flight Attendants will be placed on inactive status by the Union. Except where specifically addressed, the rates of pay, rules, and working conditions set forth in this Agreement shall have no application to a Management Flight Attendant.

#### **5.5(C) Transition to Active Flight Attendant Status**

Except in connection with termination for cause, a Management Flight Attendant, who has a position on the Seniority List, may elect to transition to Active Flight Attendant status upon thirty (30) days' advance written notice to the Company; *provided*, the Company may waive the advance notice requirement. The Company will assign the returning manager to a fleet/program and Work Schedule in the same manner as it would a Flight Attendant returning from a leave of absence. The Company will provide the returning manager a minimum of three (3) days off prior

to requiring that she commence Duty under the terms of the Agreement. Under no circumstances, may a Management Flight Attendant's return to the line result in the lay-off or demotion of a line Flight Attendant or prevent her recall from furlough.

#### **5.5(D) Service Fee Calculations**

A Management Flight Attendant will remit to the Union a monthly service fee, assessed in accordance with the provisions of this subsection.

##### **5.5(D)(1) Simulated Monthly Income**

A simulated monthly income will be established for each Management Flight Attendant by referencing the lesser of (1) her actual base salary or (2) the highest base wage for her service year as set forth in Section 27 of this Agreement that most closely approximates, but does not exceed, the manager's actual base salary. The Company's calculations may be verified, if requested, by the Union by a third-party auditor mutually agreeable to the parties. The auditor will not disclose actual management salaries. The Company and Union will bear equally the cost of any requested audit.

##### **5.5(D)(2) Application of Simulated Monthly Income**

The service fee calculations resulting from the application of the terms of this subsection 5.5(D) will commence no later than thirty (30) days following the ratification date of this Agreement. Subsequent changes to these calculations will be reported to the Union as they occur.

#### **5.5(E) Restrictions on Manager Flying**

Management Flight Attendants will be restricted to a maximum of seventy-two (72) days of flying per calendar year, but in no event shall Management Flight Attendant flying result in the lay-off or demotion of a line Flight Attendant or prevent her recall from furlough. This 72-day limitation does not apply to conducting or receiving training and/or checking activities under Section 6 of this Agreement.

### **5.6 Instructor Positions**

**5.6(A)** An Active Flight Attendant awarded a non-management position that involves the performance of Flight Attendant training, instructing, and/or evaluating duties will be considered an "Instructor" under the terms of this Agreement. Instructors will be appointed by

the Company. The Company shall publish all Instructor positions in order to allow all interested Flight Attendants to apply for the positions. Should two (2) applicants possess substantially similar qualifications, then seniority shall prevail.

**5.6(B)** In the event less than 50% of the Instructors in a fleet are awarded or assigned the Flight Attendant Choice 60, 72 and 76 Schedules (on a cumulative basis) in any bid period, the Company may involuntarily slide the tours of Instructors holding 7 & 7 schedules up to four (4) days in either direction. Tours may be slid under this subsection only for the purpose of making the Flight Attendant available to perform training, instructing, and/or evaluating duties. No Flight Attendant shall suffer a reduction in pay as a result of having their tour slid under this subsection.

**5.6(C)** A Flight Attendant holding one or more Instructor positions will be paid an Instructor premium as set forth in Section 27.6.

**5.6(D)** A Flight Attendant holding an Instructor position may voluntarily withdraw from the position, upon thirty (30) days' written notice to the applicable Chief Flight Attendant or her designee; *provided*, the Company may waive the notice requirement and remove the Instructor from her position at an earlier date. The Flight Attendant giving such notice shall cease to receive the Instructor premium associated with the previously held position(s) upon the effective date of the withdrawal.

**5.6(E)** In the event that the Company determines in its discretion to reduce the number of Instructors in an aircraft fleet for reasons unrelated to performance it shall do so using inverse seniority order from among the pool of Instructors who are trained and qualified to perform the training, checking, or evaluating function where the reduction is deemed necessary. An Instructor affected by a staffing reduction will retain a right of first refusal for the position for which she was trained and qualified for a period of two (2) years from the date she is removed; *provided*, the Flight Attendant will forfeit her right of first refusal if she bids into a different fleet during the two (2) year period, or she is awarded a different Instructor position.

## **5.7 Publication of Seniority List**

On a quarterly basis, but no later than January 5, April 5, July 5, and October 5 of each year, the Company shall provide an electronic copy of the Seniority List compiled in accordance with this

subsection to the Union. Additionally, at its earliest convenience, the Company shall post the Seniority List on the Company's website. The 30-day protest period referred to in subsection 5.8 shall begin the day the Company posts the Seniority list on its website. The Seniority List shall include the name of each Flight Attendant, her date of hire, Base, fleet/program, the expiration date of any equipment lock, and her Management status, if any.

### **5.8 Seniority List Protest Period**

All Flight Attendants shall be listed on the Seniority List and each Flight Attendant listed shall be permitted a period of thirty (30) days after the posting of the latest Seniority List in which to protest in writing to the Company any omission or incorrect posting affecting her seniority. Such protest shall only concern errors and omissions pertaining to the most recently published list.

### **5.9 Probationary Period**

A Flight Attendant shall be on probation for a period of 365 days, as measured from her date of hire; *provided*, the probationary period will be extended for each day the Flight Attendant is on an approved leave of absence or, if applicable, period of furlough. During the probationary period, a Flight Attendant may be discharged or disciplined without recourse to the grievance procedure, but shall otherwise have the same rights as all other Flight Attendants.

### **5.10 Temporary Fleet Reduction**

In the event one (1) or more aircraft in a program are temporarily removed from service with the Company for a period of at least six (6) months, Flight Attendants in the affected fleet may be offered a personal leave of absence, in seniority order, and/or temporary vacancies the Company has determined exist in other aircraft programs. The Company will award or assign temporary vacancies posted under this subsection in accordance with the provisions of subsection 5.3; *provided*, the bid may be outside the standing bid system, and equipment locks will have no application to vacancies posted under this subsection. A Flight Attendant awarded or assigned a vacancy under this subsection will not be subject to a new equipment lock. However, during the period of award or assignment under this subsection any equipment lock in effect shall continue to run. Base wage adjustments, if any, will be effective on the date the Flight Attendant attends training related to the temporary assignment, or returns to her previous position. On a pro-rated basis, the Company will restore affected Flight Attendants to their previously held positions in seniority order (or inverse seniority where base wages are lower in the previously held position) as soon as practicable following the return to service of each aircraft temporarily removed. A

Flight Attendant displaced to another fleet pursuant to this subsection will not suffer a reduction in pay as a result of the temporary assignment, but will receive the higher rate of pay of the temporary assignment, if applicable.

#### **5.11 Permanent Fleet Reduction and Permanent Fleet Elimination**

In the event the Company (1) totally eliminates or permanently reduces the number of aircraft in a particular fleet/program, and (2) the elimination or reduction of aircraft causes the fleet/program to be overstaffed as provided in Section 3.41, the Company will displace Flight Attendants from the affected fleet/program according to the following procedures:

**5.11(A)** The Company will seek volunteers (by written notification to the affected Flight Attendants' e-mail addresses) from among all the Flight Attendants in the overstaffed fleet/program, for the purpose of moving the volunteers to positions the Company has determined exist in other aircraft fleets/programs. The positions determined by the Company shall be provided in the notifications sent to the Flight Attendants. Flight Attendants in the affected fleet may volunteer to move into the listed positions by sending written notification to the Director of Operations or her designee within twenty (20) days after the notice requesting volunteers is sent by the Company. Positions provided in the notification to affected Flight Attendants will be filled in seniority order among any volunteer Flight Attendants in the affected fleet/program exclusively. Positions created shall be equal to displacements.

**5.11(A)(1)** If the Company receives an insufficient number of volunteers from among Flight Attendants in the affected fleet to fill the positions identified by the Company in subsection 5.11(A) above, Flight Attendant displacement from the affected fleet shall occur in inverse seniority order to fill said positions. All volunteers shall be assigned to their preferred position in seniority order before any Flight Attendant is involuntarily assigned pursuant to this paragraph.

**5.11(B)** Subject to Section 1.8, all Flight Attendants who are displaced pursuant to this subsection shall receive the pay rate corresponding to the new position into which they were placed.

**5.11(C)** Displaced Flight Attendants shall be held to the remainder of the equipment lock in effect at the time they were awarded a bid or were involuntarily transferred pursuant to this paragraph, but shall not incur any additional equipment lock as a result of this paragraph.

**5.11(D)** Section 5.11 will not apply unless aircraft have actually been removed. Projected removal dates shall not control. Section 5.11 will be administered on an aircraft-by-aircraft basis. For purposes of determining the number of Flight Attendants who can be displaced pursuant to Section 5.11 from a fleet in permanent fleet reduction status, the Company will calculate the crew ratio immediately prior to the removal of each aircraft from revenue and ferry service so that a number of Flight Attendants equivalent to the crew ratio at the time of the removal can be displaced. If multiple aircraft are removed before the displacement process can be finished, this provision may be applied on a multiple-aircraft basis. The parties will apply the information sharing provisions set forth in Section 3.44 of the Basic Agreement in connection with each individual displacement conducted pursuant to Section 5.11.

### **5.12 Flight Attendant Vacancies while on LOA or serving as Management Flight Attendant**

A Flight Attendant on a LOA (or serving as a Management Flight Attendant) shall have the same Flight Attendant vacancy bidding rights as all other Flight Attendants. A Flight Attendant on LOA (or serving as a Management Flight Attendant) who returns to Active Flight Attendant status on or before the closing date of a Flight Attendant vacancy whose seniority is sufficient to be awarded the vacancy shall be eligible for such award. A Flight Attendant on LOA (or serving as a Management Flight Attendant) who does not return to Active Flight Attendant status on or before the closing date of a Flight Attendant vacancy whose seniority is sufficient to be awarded the vacancy shall receive a "Ghost Award" for the vacancy. The equipment lock associated with a Ghost Award shall begin upon commencement of related training.

### **5.13 Aircraft Fleet Designations**

#### **5.13(A) Flight Attendant Fleets**

Subject to the provisions of Section 1.8, flight attended aircraft shall be classified into two fleets: (1) Standard Range fleet and (2) Long Range fleet, and each Flight Attendant shall be assigned a position in either the Standard Range fleet or Long Range fleet.

#### **5.13(A)(1) Standard Range Fleet**

Flight Attendants holding positions in the Standard Range fleet shall be trained and qualified, and may be assigned to perform Flight Attendant duties on the Challenger 650, Falcon 2000, Falcon 2000EX, and other aircraft that the Company designates as flight attended aircraft that have a maximum zero-passenger range less than the G-IVSP (*i.e.*, 4340 nautical miles) and that do not trigger the notification requirement set forth in subsection 1.8(A).

#### **5.13(A)(2) Long Range Fleet**

Flight Attendants holding positions in the Long Range fleet shall be trained and qualified, and may be assigned to perform Flight Attendant duties on all G-IVSP, G450, GV, G550, Global, and other aircraft that the Company designates as flight attended aircraft that have a maximum zero-passenger range equal to or greater than the G-IVSP and that do not trigger the notification requirement set forth in subsection 1.8(A). In addition, a Flight Attendant who was trained and qualified to fly an aircraft in the Standard Range fleet prior to being awarded or assigned a position in the Long Range fleet, or who is hired directly into the Long Range fleet in accordance with the provisions of subsection 5.3(A), will also be trained and qualified, and may be assigned to perform Flight Attendant duties on the aircraft described in subsection 5.13(A)(1).

#### **5.13(B) Award and Assignment of Positions**

Positions in the Standard and Long Range fleets will be awarded and assigned in accordance with the provisions of subsection 5.3.

#### **5.13(C) Special Provisions Relating to Instructors**

**5.13(C)(1)** Flight Attendants in the Long Range fleet holding Instructor positions other than Ground Instructor positions who previously were trained and qualified to perform duties in an aircraft in the Standard Range fleet may be required to perform Instructor duties in the Standard Range fleet and will receive Dual Qualified Instructor pay as set forth in Section 27.6 (*i.e.*, \$550.00 per month).

**5.13(C)(2)** Flight Attendants holding Ground Instructor positions may perform such duties as to all fleets. However, Flight Attendants holding Ground Instructor positions in the Standard Range fleet may perform Flight Duty on Long Range fleet aircraft for a maximum of fourteen (14) days per year in order to maintain familiarity.

**5.13(D)**

The Company will pay overtime if: (1) a Flight Attendant is briefed at the start of the duty period to perform flight duty on back-to-back revenue flights on different aircraft types in the duty period; (2) at the time the duty period starts, there are fewer than two (2) hours between the scheduled block-in time of the last revenue flight and the next revenue flight; and (3) the flights actually arrive and depart within two (2) hours of each another. The overtime will be equivalent to one (1) quarter hour for each quarter hour that the two-hour period is shortened. For purposes of this paragraph only, two (2) aircraft will be considered different types if they have different FAA type ratings and substantially different galley configurations.

**END OF SECTION 5**

## **SECTION 6: TRAINING AND PROFICIENCY CHECKS**

### **6.1 General Provisions**

#### **6.1(A) Qualifications**

A Flight Attendant must meet all license requirements, if any, applicable to her classification and all FAA-approved standards of knowledge and experience applicable to Flight Attendants in her classification.

#### **6.1(B) Flight Attendant Training**

The Company will provide Flight Attendants with training in accordance with Company policies, FAA-approved or accepted training programs and manuals, applicable FARs and FAA guidance materials. At a Flight Attendant's request, all training records held by or available to the Company shall be provided to the Flight Attendant after the completion of a training event.

#### **6.1(C) Cost of Training**

The Company shall pay for all costs associated with Flight Attendant training required by the Company, including the cost of the training event, and all normal travel expenses in accordance with Section 20 of the Agreement. There will be no individual agreements of any kind between Flight Attendant applicants/trainees and the Company with respect to payment or reimbursement for training.

### **6.2 Standardization and Recognition of Union Training Committee**

**6.2(A)** The Company shall ensure that all training complies with applicable FARs. The Company shall standardize training and proficiency/competency checks, including those administered by vendors, to the extent practicable, recognizing differences in aircraft types.

**6.2(B)** In furtherance of the provisions of subsection 6.2(A), the Company will recognize, meet with, and consider the input of the Union's Training Committee in accordance with the provisions of subsection 17.6 of this Agreement.

### **6.3 Initial, Transition and Recurrent Proficiency/Competency Checks**

**6.3(A)** The Company may conduct new hire/initial, fleet transition, position transition (if any), and annual proficiency/competency checks in all fleets. In the event the Company exercises

its right to do so, said checks shall be conducted in accordance with all applicable FARs, if any, and Company policy. The Company will publicize all check and training materials. It is agreed and understood that any notice obligation in connection with a first proficiency/competency check is fulfilled by the Company publishing on the operational schedule the training event that includes the proficiency/competency check, inclusive of modifications to the operational schedule pursuant to subsection 19.4 of this Agreement.

### **6.3(B) Proficiency/Competency Check Failures**

A Flight Attendant not on probation who fails a proficiency/competency check shall receive additional training on the failed item(s) prior to the next attempt to pass the proficiency/competency check. A Flight Attendant not on probation who fails four consecutive proficiency/competency checks shall be subject to discharge.

### **6.3(C) Request for Different Evaluator**

A Flight Attendant not on probation who fails three consecutive proficiency/competency checks may make a written request that a different evaluator conduct the final check; *provided*, the written request must be sent to the Chief Flight Attendant or her designee prior to the start of the final check or within six hours of the Flight Attendant receiving notice of her most recent proficiency/competency check failure, whichever occurs first. If requested, the Company will provide a different evaluator for the final check. In the event a different evaluator is not available to perform the final check within 24 hours of the Flight Attendant's request, the Flight Attendant may either retract her request for a different evaluator or choose to be returned to her residence and begin an unpaid leave of absence until such time as a different evaluator becomes available and the Flight Attendant begins duty associated with the final check. While on such unpaid leave of absence, the Flight Attendant shall continue to receive the same benefits as are provided to active Flight Attendants under Section 24 of the Agreement.

### **6.3(D) Proficiency/Competency Check Observers**

A Flight Attendant not on probation who fails two consecutive proficiency/competency checks may request that the Company provide an observer from the Seniority List for the third proficiency/competency check attempt; *provided*, the request must be made within six hours of the second failed check or before the start of the third check, whichever occurs first; and, *provided further*, that in no event will a request for an observer result in a delay to training of more than 24 hours. If required to meet the request, the Company will release the requested

observer from conflicting company duties; *provided*, in no case shall the Company be required to release an observer from planned or actual international operations. The observer who is released from conflicting duty will remain on paid status during such release and her normal travel expenses will be paid by the company in accordance with Section 20 of the Agreement (e.g., air or ground transport, hotel accommodations, and meal allowance).

### **6.3(E) Additional Provisions Relating to Flight Attendant Requests for Observers and Evaluators**

The company will not be obligated to: (1) pay additional compensation (e.g., extended days, Holiday pay), (2) provide additional days off, or (3) meet the “after-midnight” provisions of subsection 19.8 for a Flight Attendant who is delayed returning to her HBA as a result of the company meeting her request for a different evaluator or an observer under subsection 6.3(C) or 6.3(D), as applicable. The provisions of subsection 6.3(C) and 6.3(D) relating to different evaluators and observers will have no application to training rides conducted under subsection 6.4 of this Agreement.

## **6.4 Standards Rides**

### **6.4(A) No Notice / No Jeopardy Standards Rides**

The Company may conduct up to two standards rides with no notice under this subsection in each 24 calendar months. Standards rides conducted under this subsection will not count toward consecutive failures of standards rides under subsection 6.4(C). In the event a standards ride conducted under this subsection is unsatisfactory, the deficiencies will be documented and a copy provided to the Flight Attendant and Union Training Committee Chairman. The Flight Attendant will receive additional training for all documented deficiencies prior to being given a subsequent standards ride(s) under subsection 6.4(C) of this Agreement.

### **6.4(B) No Jeopardy Standards Rides Following Transition**

A no jeopardy standards ride may be conducted following transition from one fleet to another (e.g., Standard Range to Long Range). Notice is considered given at the time of the bid award/assignment to the different fleet. In the event a standards ride following transition to a different fleet is unsatisfactory, the deficiencies will be documented and a copy provided to the Flight Attendant and Union Training Committee Chairman. The Flight Attendant will receive additional training for all documented deficiencies prior to being given a subsequent

standards ride(s) under subsection 6.4(C) of this Agreement.

#### **6.4(C) Jeopardy Standards Rides**

A Flight Attendant who does not satisfactorily complete a standards ride under subsection 6.4(A) or (B) of this Agreement will receive a jeopardy standards ride(s) under this subsection 6.4(C). If a standards ride conducted under this subsection is unsatisfactory, the company will provide additional training to the Flight Attendant prior to conducting the next standards ride. If a Flight Attendant fails to come into compliance with company standards after receiving three consecutive standards rides under this subsection 6.4(C), then she shall be subject to discharge.

**6.4(C)(1)** Without limiting the Company's rights under Section 2 of this Agreement, the Company may, in its discretion, assign a Flight Attendant to a standards ride(s) under subsection 6.4(C) of this Agreement following receipt of a complaint from an owner or crewmember regarding the performance of the Flight Attendant. A summary of the complaint will be provided to the Union not less than 24 hours prior to a standards ride under this subsection 6.4(C)(1). In the event the first standards ride conducted under this subsection 6.4(C)(1) is unsatisfactory, the standards ride will not count toward the maximum number of standards rides set forth in subsection 6.4(C) and the deficiencies noted will be documented and a copy provided to the Flight Attendant and Union Training Committee Chairman. The Flight Attendant will receive additional training for all documented deficiencies prior to being given a subsequent standards ride under subsection 6.4(C) of this Agreement.

#### **6.4(D) Request for Different Evaluator**

A Flight Attendant who fails a standards ride under subsection 6.4 may make a written request that a different evaluator conduct the next standards ride; *provided*, the written request must be sent to the Chief Flight Attendant or her designee prior to the start of the next standards ride or within six hours of the Flight Attendant receiving notice of her most recent standards ride failure, whichever occurs first. If requested, the Company will provide a different evaluator for the next standards ride. In the event a different evaluator is not available to perform the next check within 24 hours of the Flight Attendant's request, the Company will so notify the Flight Attendant, who will either retract her request for a different evaluator or agree to any temporary schedule changes the Company has deemed necessary to align with the different

evaluator. The Company will notify the Flight Attendant of the necessary temporary schedule changes prior to the Flight Attendant's decision. The Company will schedule a minimum of three days off between duty tours modified pursuant to this provision. The Company will schedule no more than seven consecutive workdays for duty tours modified pursuant to this provision. There will be no net additional scheduled duty days assigned to a Flight Attendant for duty tours modified pursuant to this provision.

#### **6.4(E) Standardization**

All training rides conducted under subsection 6.4 shall be conducted in an objective and standardized manner (*i.e.*, in accordance with Company policies, procedures, manuals, and any applicable FAR or FAA-approved or accepted documentation).

#### **6.5 Additional Training**

The Company may, in its discretion, assign additional training to a Flight Attendant in an effort to improve her performance. Nothing in this subsection is intended to limit the Company's rights under Section 2 of the Agreement.

#### **6.6 Voluntary Temporary Withdrawal**

The Company recognizes that extraordinary circumstances may interfere with a Flight Attendant's performance in training. A Flight Attendant may request that she or she be allowed to voluntarily, temporarily withdraw from training. The Company is not obligated to grant a Flight Attendant's request. However, all reasonable requests shall be given due consideration.

#### **6.7 Training and Checking under FAR other than Part 135**

The Company will notify the Union if it elects or is required to conduct Flight Attendant training and checking under an FAR other than FAR 135. Upon receipt of notification, the parties shall promptly meet and confer for the purpose of reaching agreement regarding the proper application of this Section 6 under the different FAR. In the event issues remain open after 60 days from the date the parties first met to discuss application of the Agreement to training and checking under the different FAR, all unresolved issues will be submitted to interest arbitration. The arbitrator's resolution of the disputed issues will be on an issue-by-issue basis, rather than a "total package" basis, and will be binding on the parties with respect to the particular dispute, but will have no precedential or binding effect on other or future disputes arising under this subsection 6.7. Nothing in this subsection 6.7 will delay implementation of training and checking under the

different FAR.

**END OF SECTION 6**

## **SECTION 7: FURLOUGH AND RECALL**

### **7.1 Reduction in Personnel**

When a reduction in personnel becomes necessary, Flight Attendants on the Seniority List will be furloughed in inverse seniority order; *provided*, Management Flight Attendants on the Seniority List holding FAA-required positions and up to one Chief Flight Attendant per each flight attended aircraft fleet (e.g., Standard Range and Long Range) make and one Assistant Chief Flight Attendant per each flight attended aircraft make (e.g., Falcon, Gulfstream, Global) may be exempted from furlough in the Company's discretion. All other Management Flight Attendants on the Seniority List are subject to the provisions of this Section in the same manner as other Flight Attendants on the Seniority List. If a Management Flight Attendant exempted from furlough returns to the line, she shall be immediately furloughed if there is a more senior Flight Attendant on involuntary furlough at that time. New Flight Attendants shall not be hired while Flight Attendants on the seniority list are voluntarily or involuntarily furloughed. An involuntarily furloughed Flight Attendant shall retain but not continue to accrue seniority for the duration of the furlough. Each Flight Attendant to be furloughed shall be notified in writing of the furlough, and an estimate of the probable duration thereof, at her last filed address. Flight Attendants to be furloughed shall be given two (2) weeks' notice, or two (2) weeks' pay in lieu of such notice (in addition to furlough pay under Section 7.9). Prior to giving Flight Attendants notice under this paragraph, the Company shall provide the Union with the layoff list and a current seniority list. However, should the furlough constitute a "mass layoff" under the Worker Adjustment and Retraining Notification (WARN) Act, Flight Attendants to be furloughed shall receive sixty (60) days' notice. Nothing herein shall waive or limit Flight Attendants' rights under the WARN Act.

### **7.2 Staffing Levels and Furlough**

The Company shall not furlough if the Flight Attendant staffing level is below 2.5 Flight Attendants per actively operated aircraft in the combined Standard Range and Long Range fleets the date the Company provides the Union with the notice referred to in subsection 7.1 of the Agreement. The staffing level referred to in this subsection is the actual staffing level on the date the Company provides notice to the Union under subsection 7.1. The Company shall provide the Union with the staffing level and data used to calculate the staffing ratio at the time the subsection 7.1 notice is provided to the Union. Notwithstanding any other provision of the Agreement to the contrary, the Flight Attendant staffing level may not be less than 2.5 Flight Attendants per actively operated aircraft in the combined Standard Range and Long Range fleets as a result of a furlough or during

a period of time when a Flight Attendant is furloughed. The Company shall provide the Union with an updated staffing level and the data used to calculate the staffing level on a monthly basis when a Flight Attendant is on furlough. If the Company is found to have a staffing level below 2.5 Flight Attendants per actively operated aircraft in the combined Standard Range and Long Range fleets during a furlough (e.g., where the Company furloughed Flight Attendants at a time when the Flight Attendant per actively operated aircraft in the combined Standard Range and Long Range fleets was 2.5 or greater, and subsequently the ratio fell below 2.5 for a reason unrelated to the furlough (e.g., attrition, additional actively operated aircraft)), it shall immediately recall enough Flight Attendants to bring the staffing level back to 2.5 Flight Attendants per actively operated aircraft. Recall notices must be sent no later than seven (7) days after the date a monthly notice provided to the Union indicates the ratio is less than 2.5 Flight Attendants per actively operated aircraft in the combined Standard Range and Long Range fleets. The recall notice shall contain a start date that is no more than thirty-five (35) days from the date the Company notifies the Flight Attendant of selection for recall. The provisions of this subsection 7.2 addressing recall procedures shall supersede any conflicting provisions in the remainder of this Section 7. "Actively operated," as used in this subsection, means aircraft either fractionally owned or part of the core fleet that are also in the combined Standard Range Fleet and Long Range Fleet, excluding aircraft in long term storage.

### **7.3 Voluntary Furlough**

**7.3(A)** Prior to an involuntary furlough, the Company shall issue notices to Flight Attendants, with a copy to the Union, that identifies the total number of Flight Attendants to be furloughed. Notwithstanding Section 7.1, prior to any involuntary furloughs, the Company shall offer voluntary furloughs in seniority order to Flight Attendants who are not within the seniority range of the planned involuntary furlough. Flight Attendants will have no less than ten (10) days to volunteer for furlough via a Company-designated method. The ten (10) day period provided for in this subsection may run concurrently with the first seven (7) days of the furlough notice period described in subsection 7.1. A Flight Attendant accepting voluntary furlough shall be noticed and treated in the same manner as Flight Attendants involuntarily furloughed in inverse seniority order, except Flight Attendants accepting voluntary furlough pursuant to this subsection shall continue to accrue seniority for the duration of the furlough. The Company will not contest the application for or award of unemployment compensation made by or in favor of a Flight Attendant on voluntary furlough. The Company will report to state agencies that a voluntarily furloughed Flight Attendant was furloughed without distinction between

voluntary and involuntary furloughs unless required by applicable law to draw the distinction. However, nothing herein will require the Company to provide false information to a state unemployment agency or otherwise violate applicable law.

**7.3(B)** If the Company elects to provide two weeks' furlough pay in lieu of notice in accordance with the provisions of subsection 7.1, the Company will, within three (3) business days of the effective date of the furlough, promptly offer a voluntary furlough and recall one (1) involuntarily furloughed Flight Attendant for each active Flight Attendant who volunteers to be furloughed. A Flight Attendant who is recalled by application of the preceding sentence will forfeit any remaining furlough pay or benefits on the effective date of her recall.

#### **7.4 Change of Address**

Each Flight Attendant shall file her correct address, in writing, with the applicable Chief Flight Attendant or her designee and shall promptly advise the applicable Chief Flight Attendant or her designee, in writing, of any subsequent change of address. The effective date of notice of furlough or recall shall be the date that the Company sends such notice to the Flight Attendant involved at the last address which she has filed with the Company. The Company shall advise the Flight Attendant of these requirements immediately before the Flight Attendant assumes furlough status.

#### **7.5 Vacation Pay While on Furlough**

Upon email request from the Flight Attendant to the Chief Flight Attendant or her designee, the Company will pay a furloughed Flight Attendant for their accrued but unused vacation balance as of the effective date of the furlough. A Flight Attendant's request may be made on the effective date of her furlough or at any time prior to her actual recall. If a Flight Attendant returning from recall has not been paid for their accrued but unused vacation balance, the Company and Flight Attendant will schedule such vacation into weeks made available by the Company.

#### **7.6 Recall Process**

##### **7.6(A) Recall Notification**

When the Company recalls furloughed Flight Attendants, such Flight Attendants shall be notified of recall, in writing, in seniority order. The Company shall also send an email notice to the last email address on file with the Company. The most senior Flight Attendant furloughed shall be recalled first. The notification shall specify the number of positions available, the day

of return to active duty, and such date shall not be less than fourteen (14) days after the date the recall notice is sent.

#### **7.6(B) Answer to Recall Notice**

Each Flight Attendant shall answer her recall notice, in writing or by electronic mail, within ten (10) calendar days from the time when delivery of such notice has been made at the Flight Attendant's last filed address. Such answer must be sent by the Flight Attendant to the applicable Chief Flight Attendant or her designee and state the Flight Attendant's intent to accept or defer recall. The Company shall explain this requirement in the recall notice.

#### **7.6(C) Recall Deferral**

A Flight Attendant on furlough may defer recall: *provided*, there is a more junior Flight Attendant on furlough on the date the recall notice, which shall state whether or not more junior Flight Attendants are on furlough, is sent. If a Flight Attendant is the most junior Flight Attendant on furlough on the date the recall notice is sent and the Flight Attendant does not accept recall, she shall be immediately terminated and removed from the seniority list. If a Flight Attendant desires to defer recall and is eligible to do so, the Flight Attendant shall notify Company according to Section 7.5 of this Agreement. Failure to give notice pursuant to Section 7.5 shall result in immediate termination and removal from the seniority list. Notwithstanding Section 7.1, the Company may hire new Flight Attendant(s) when all furloughed attendants have deferred the current recall; *provided*, all furloughed Flight Attendants, including Flight Attendants who have deferred recall, shall be offered the opportunity to fill any future vacancy prior to hiring new Flight Attendants. It is agreed and understood that Flight Attendants who have deferred recall shall have recall rights to future vacancies only.

#### **7.6(D) Duration of Recall Rights**

There will be no limitation on the duration of a flight attendant's recall rights.

### **7.7 Certified or Registered Mail Requirements**

Notification and answers specified in paragraphs 7.1 and 7.2 (except for email recall notice answers) above shall either be certified or registered mail, return receipt required, for the time limits specified in this Section. The Company shall advise Flight Attendants of these requirements at the appropriate time.

### **7.8 Continuation of Furlough**

When a Flight Attendant is prevented by reason of serious health condition as defined in the FMLA (including spouse, domestic partner, child, or parent for whom the Flight Attendant is the primary care giver), injury to the Flight Attendant which prevents her from performing her duties, jury duty, military leave or bereavement leave from complying with the foregoing provisions, she shall remain on furlough status until such reason has been removed, and shall not lose her seniority nor forfeit her recall rights. The Flight Attendant shall notify the Company within forty eight (48) hours of her recovery or the conclusion of the above-referenced leave of her answer to the recall notice.

### **7.9 Probationary Flight Attendants**

When a probationary Flight Attendant is furloughed or recalled, the Company shall do so in accordance with the provisions of this Section. Nothing in this subsection will require the Company to furlough a probationary flight attendant.

### **7.10 Furlough Pay**

Flight Attendants who are furloughed shall receive furlough pay in accordance with the furlough pay schedule set forth below. The specific amount of furlough pay shall be based upon a Flight Attendant's base salary on the day the Flight Attendant is furloughed. Payments shall be made over successive pay periods corresponding to the Company's normal pay periods until such time as the furlough pay entitlement is exhausted. Payments shall be subject to normal deductions and withholdings:

<b>Completed Years of Service</b>	<b>Amount of Furlough Pay</b>
One year but less than five years	2.0 months
Five years but less than ten years	3.0 months
Ten years but less than fifteen years	4.0 months
Fifteen years and thereafter	5.0 months

### **7.11 Medical, Vision and Dental Insurance While on Furlough**

The length of time a Flight Attendant on furlough shall continue to receive Company paid medical, vision and dental insurance benefits shall be equal to the period of time the Flight Attendant receives furlough pay. If a Flight Attendant's furlough pay entitlement includes .5 of a month, the length of her entitlement to benefits pursuant to this paragraph shall be rounded up to include the

entire month. During the benefit period, the Company will make all insurance premium payments on behalf of the Flight Attendant. During the benefit period, the Flight Attendant is responsible for making any required contribution toward premiums in effect immediately prior to her furlough, or as may apply thereafter, so long as such contributions apply equally to non-furloughed Flight Attendants. A Flight Attendant wishing to continue coverage beyond the period of time set forth in this paragraph must do so in accordance with the Consolidated Omnibus Budget Reconciliation Act (COBRA).

#### **7.12 Special Leave Incentive Program (SLIP)**

**7.12(A)** The Company may, in its discretion, offer a Special Leave Incentive Program (“SLIP”), consisting of unpaid leaves of absence, to Active Flight Attendants.

**7.12(B)** The Company will determine the initial duration of the SLIP leave, which shall be the same for Flight Attendants participating in the SLIP. The Company may, in its discretion, offer to extend the duration of SLIP leaves; *provided*, that the offer is made in seniority order to Flight Attendants on SLIP leave.

**7.12(C)** SLIP leaves will be offered and awarded in seniority order.

**7.12(D)** Except as expressly provided in this subsection 7.11, the terms of a SLIP leave will be the same as the terms of a personal leave of absence under Section 16 of the CBA.

**7.12(E)** The Company will not contest the application for or award of unemployment compensation made by or in favor of a Flight Attendant on an approved SLIP leave.

**END OF SECTION 7**

## **SECTION 8: Vacations**

### **8.1 Vacation Accrual Year**

The vacation accrual year begins on October 1 of each year and terminates on the following September 30. Accrued vacations will be taken in the year following the year in which the vacation is earned.

### **8.2 Vacation Accrual**

#### **8.2(A) Vacation Accrual Rates**

A Flight Attendant accrues vacation at the rate indicated in the table below predicated upon her completed years of service as of September 30 of the vacation accrual year. Years of service are measured from the most recent date a Flight Attendant is hired by the Company (e.g., a Flight Attendant hired on January 1, 2007 will have 5 completed years of service on January 1, 2012 regardless of any periods of approved leave of absence); *provided*, the vacation agreement between NetJets and the Union dated October 20, 2011 will remain in effect. A Flight Attendant does not accrue vacation in any month during which all of her scheduled workdays are replaced by an approved leave of absence unless she or she supplements short-term disability payments in the month with one or more days of paid leave. Accrued vacation days shall be rounded up to the next nearest whole number in all cases (e.g., 2.5 days of accrued vacation shall be credited as 3 days of accrued vacation).

<b>Service Years Completed on September 30</b>	<b>Monthly Accrual Rate</b>	<b>Maximum Yearly Accrual</b>
1 through 4	1.16 Days	2 weeks (14 days)
5 through 9	1.75 Days	3 weeks (21 days)
10 and above	2.33	4 weeks (28 days)

#### **8.2(B) Supplemental Vacation for Military LOA and On-the-Job Injury or Illness**

When bidding and awarding vacation, the Company will credit time on Military Leave of Absence or Medical Leave of Absence relating to an on-the-job injury or illness covered by workers' compensation as time worked for purposes of determining the amount of vacation a Flight Attendant may bid. This supplemental vacation will not be considered accrued and will have no monetary value under any provision of this Agreement (e.g., cannot be sold back in any circumstance, is not paid out upon termination, and cannot be used to supplement a leave

of absence covered by short-term disability). Supplemental vacation will be scheduled after earned vacation.

### **8.3 New Hire Vacations**

Any newly hired Flight Attendant from outside the Company will have her vacation prorated from date of hire until September 30 of the year in which she was hired.

### **8.4 Vacation Bid Awards and Assignments**

Vacation bids will be bid and awarded or assigned on a fleet-specific basis. A Flight Attendant shall be considered in a specific aircraft fleet if, on the date the vacation bid closes, she has a duty assignment in the aircraft fleet she is bidding or she has been scheduled to attend (or has in fact attended) transition training for the fleet she is bidding. Once established, vacation periods may not be changed or canceled except by agreement of the Company and the Flight Attendant or as provided in other Sections of this Agreement. If a Flight Attendant changes work schedules (*i.e.*, 7 & 7 to Flight Attendant Choice or vice versa) after she has been awarded or assigned vacation, the length of the duty-free period associated with the vacation shall be determined by the work schedule the Flight Attendant is on the date the first awarded vacation day occurs.

**8.4(A)** In the event that a Flight Attendant voluntarily bids for and switches aircraft types, and the Flight Attendant's transition training is in conflict with the Flight Attendant's awarded or assigned vacation period, the Flight Attendant will be given the choice of: (1) rescheduling the vacation to a slot acceptable to both the Company and Flight Attendant within the same vacation year, or (2) selling all awarded or assigned vacation days for the vacation week(s) that overlap the training event, or (3) accepting the shortened duty-free period with no option for additional pay. A Flight Attendant will receive 100% of her daily rate for each awarded or assigned vacation day sold back to the Company pursuant to this paragraph.

**8.4(B)** In the event that a Flight Attendant is involuntarily displaced from their fleet, under Section 5.11 of this Agreement, and the Flight Attendant's transition training is in conflict with the Flight Attendant's awarded or assigned vacation period, the Flight Attendant will be given the choice of: (1) rescheduling the vacation to a slot acceptable to both the Company and Flight Attendant within the same vacation year, (2) selling all awarded or assigned vacation days for the vacation week(s) that overlap the training event, or (3) taking the entire duty-free period as bid and rescheduling the transition training days that are in conflict. A Flight

Attendant will receive 100% of her daily rate for each awarded or assigned vacation day sold back to the Company pursuant to this paragraph.

### **8.5 Electronic Vacation Bidding System**

The Company shall maintain an electronic vacation bidding system (“EVBS”) for Flight Attendant use when bidding vacations annually in accordance with the provisions of subsection 8.6 and when making any requests to swap previously awarded or assigned vacation slots in accordance with the provisions of subsection 8.7. All annual vacation awards or assignments shall be made in seniority order. All changes to previously awarded or assigned vacation slots made *via* the EVBS shall be on a first-come, first-served basis.

### **8.6 Annual Vacation Bidding Procedures**

The Company will send an electronic notice to crewmembers when vacation bids have been posted. Vacation bids will remain open for at least 14 calendar days following the publication of the 7 & 7 bid award for the “open bid” period. The Company will publish vacation bid awards no later than 10 calendar days after the close of the 14-day vacation bid period. Vacations will be bid and awarded (or assigned when applicable) in accordance with the following procedures:

**8.6(A)** Group each earned week of vacation under an alphabetic identifier, using “A” for the first week and “B”, “C”, “D” for any subsequent weeks that have been accrued.

**8.6(B)** Prioritize preferences for each “A” through “D” week by using numeric designators beginning with the number 1 for the highest preference and designating additional numbers (*e.g.*, 2 through 52) for each additional preference in descending order of preference.

**8.6(C)** The Company shall award a Flight Attendant’s “A” week preference before awarding her subsequent preferences (“B” through “D” weeks, as applicable).

**8.6(D)** A Flight Attendant who is not awarded or assigned all accrued vacation (*e.g.*, due to failure to bid a sufficient number of slots) will be assigned vacation periods by the Company.

### **8.7 Change of Awarded or Assigned Vacation Slots via EVBS**

A Flight Attendant may change (“swap”) one or more awarded or assigned vacation slots *via* the EVBS. There will be three types of allowable vacation swaps: (1) swaps involving full vacation weeks held by two different Flight Attendants in the same fleet; (2) unrestricted swaps involving

a full vacation week held by one Flight Attendant and a full vacation week made available for swapping by the Company after annual vacation weeks have been awarded or assigned on a fleet-specific basis in accordance with the provisions of subsection 8.7(A); and (3) restricted swaps involving a full vacation week held by one Flight Attendant and a full vacation week made available for swapping by the Company after annual vacation weeks have been awarded or assigned in accordance with the provisions of subsection 8.7(B). All swaps must occur prior to the first day of the month preceding the month in which the first day associated with the first vacation week involved in the swap will begin; *provided*, the Company may waive this requirement on a swap-specific basis; and, *provided further*, if the Company does not publish the vacation bid award and open vacation swapping for the upcoming vacation year by August 24 of the prior vacation year, the Company will offer Flight Attendants a window consisting of no less than seven days to initiate vacation swaps involving awarded, assigned, or open vacation weeks occurring in October. The Company will send an electronic verification to a Flight Attendant at the time of a successful vacation swap.

**8.7(A) Unrestricted Swaps Involving a Full Vacation Week Held by One Flight Attendant and a Full Vacation Week Made Available for Swapping by the Company**

Swaps involving a full vacation week held by one Flight Attendant and a full vacation week made available for swapping by the Company after annual vacation weeks have been awarded or assigned on a fleet-specific basis must occur within the same vacation year, unless the Company waives this requirement on a case-by-case basis. The minimum number of slots available for swapping in a fleet at the start of a vacation year will be equivalent to two and ½ percent (2.5%) of the total number of full week vacation slots awarded or assigned in the fleet via the vacation bidding process rounded to the nearest whole number. Thereafter, the minimum number of slots available for swapping at any time during the vacation year will be prorated by multiplying the total number of awarded or assigned full week vacation slots remaining in the year by two and ½ percent (2.5%) and rounding to the nearest whole number. Nothing will prevent the Company from making more than the minimum number of slots available for swapping or from making multiple vacation slots available during the same vacation week. The Company will review the number of slots available on the 1<sup>st</sup> and 15<sup>th</sup> day of each month, or the first business day thereafter, to ensure that a sufficient number of slots are available to satisfy the minimums set forth above and will not be liable if the number of slots available drops below the minimum between reviews as a result of Flight Attendant swapping or as otherwise allowed by this subparagraph. The Company reserves the right to

change the specific Company-designated slots available for swapping via EVBS at any time, so long as the minimum number of slots required by this subsection remains available at the time of the review. Weeks available for swapping via EVBS pursuant to this subparagraph may be offered by the Company when a Flight Attendant returns from a management position or leave of absence, so long as the minimum number of slots required by this subsection remains available at the time of the next review. The number of weeks required to be available pursuant to this subparagraph may be reduced below the minimum required in fleets with fewer than ten aircraft.

**8.7(B) Restricted Swaps Involving a Full Vacation Week Held by One Flight Attendant and a Full Vacation Week Made Available for Swapping by the Company**

In addition to swaps offered pursuant to subsection 8.7(A), the Company may offer a restricted swap via the EVBS. A restricted swap is a swap made available only to flight attendants in a certain fleet(s) and/or flight attendants holding a certain vacation week(s). Slots offered for restricted swapping will not count toward the minimum number of slots required to be available for swapping pursuant to subsection 8.7(A).

**8.8 Use of Accrued Vacation**

Subject to subsection 8.7, vacations must be taken in the vacation year following the year in which the vacation was accrued.

**8.9 Procedures for Unused Vacation Due to Leave of Absence**

In the event a Flight Attendant is unable to utilize one or more vacation days during a single vacation year due to a leave of absence, the vacation day(s) will be utilized in the following priority order:

**8.9(A)** Subject to the return to work date of the Flight Attendant, any training or checking requirements, and availability of slots, the Company will attempt to reschedule the vacation in the same vacation year as the vacation was originally scheduled to be utilized.

**8.9(B)** If the vacation is not rescheduled pursuant to 8.9(A), the Company shall allow the Flight Attendant to reschedule the vacation to an available slot in the next vacation year; *provided*, the maximum number of days the Flight Attendant carries forward and combines with any other vacation entitlement will not exceed her permissible vacation entitlement under subsection 8.2.

**8.9(C)** If the vacation is not utilized as a result of the application of subsection 8.9(A) or 8.9(B), the Company will pay the Flight Attendant for the vacation day(s) at the daily rate in effect on the last day of the vacation year that the vacation day(s) were originally scheduled to be utilized.

#### **8.10 Payment of Vacation Upon Separation or Death**

A Flight Attendant who separates from the Company will be paid for accrued but unused vacation on a pro-rata basis. In the case of the death of a Flight Attendant, accrued but unused vacation on a pro rata basis will be paid to her estate.

#### **8.11 Sufficiency of Vacation Slots**

In addition to the Company's obligation to make a sufficient number of vacation slots available so as to allow Flight Attendants in each fleet to take all of their accrued vacation, the Company shall also make a sufficient number of vacation slots available every week so that no fewer than two percent of Flight Attendants in each fleet can take a vacation in each week of the vacation year. The Company shall provide information to the Union as soon as possible but no later than five business days before posting vacation bids with the number of vacation slots available in each week and verification that the number of slots satisfied the aforementioned minimum percentage rule, and any other information that demonstrates compliance with this provision.

#### **8.12 Discretionary Vacation Buy Back**

**8.12(A)** The Company may, in its sole discretion, offer to buy back full or partial vacation weeks, or both, prior to the vacation bid for the next vacation year in accordance with each Flight Attendant's standing vacation sell-back election. The Company will maintain a standing election system to facilitate the vacation sell-back. A standing election (or change thereto or revocation thereof) will not be considered effective as to vacation days accrued prior to the first day of the first vacation year that follows the calendar year in which the standing election is submitted. Once it becomes effective, a standing election will remain in effect as to all vacation days accrued prior to the effective date of any modified election or revocation.

**8.12(B)** A Flight Attendant will receive her daily rate for each day of vacation sold to the Company. The payment will occur within two payroll periods after the start of the vacation year in which the vacation would have been used but for the sell-back. A Flight Attendant

who elects to sell back vacation but who separates prior to the start of the vacation year will not receive any payment pursuant to this subparagraph and will instead be subject to the provisions of Section 8.10.

**8.12(C)** A Flight Attendant who sells back vacation in accordance with the provisions of subsection 8.12(A) will bid the number of vacation days she would have bid in the absence of the sell-back, less the number of days sold back.

**8.12(D)** This provision will have no application to supplemental vacation earned in accordance with the provisions of Section 8.2(B).

**8.12(E)** Vacation buy back will not be permitted if any Flight Attendant is on furlough on the date vacation bids are posted pursuant to subsection 8.6, or if the Company has sent a notice of a furlough in accordance with Section 7 in the fourteen (14) days prior to the date vacation bids are posted pursuant to subsection 8.6.

**END OF SECTION 8**

## **SECTION 9: UNIFORMS**

**9.1** NetJets shall provide each new-hire, male Flight Attendant with a \$1,000 new hire uniform allowance and each new-hire, female Flight Attendant with a \$1,500 new hire uniform allowance, which will be used to order the following items in accordance with NetJets policies:

### **9.1(A) Male Flight Attendants**

- (1) Shirts;
- (2) Pants;
- (3) Ties;
- (4) Uniform jackets; and
- (5) Outer coat

### **9.1(B) Female Flight Attendants**

- (1) Skirts, pants, or dresses;
- (2) Blouses;
- (3) Scarves;
- (4) Blazers; and
- (5) Outer coat

The Company will pay the tax and shipping associated with the initial new hire uniform order. Any new hire allowance remaining after the initial order has been placed will be converted to replacement credit and may be used pursuant to subsection 9.3 of this Agreement for the remainder of the calendar year of the Flight Attendant's hire.

## **9.2 Uniform Changes**

Unless the parties agree otherwise, in the event NetJets makes a change to one or more of the uniform items listed above and one or more Flight Attendants are required to convert to the new item(s), NetJets will provide the new item(s) at no cost and at the quantities listed below:

### **9.2(A) Male Flight Attendants**

- (1) Shirts - Six;
- (2) Pants - Four;
- (3) Ties - Two;
- (4) Uniform jackets - Two;

- (5) Outer coat - One

### **9.2(B) Female Flight Attendants**

- (1) Skirts, pants, or dresses – Two (up to a maximum of four if multiple items are changed concurrently);
- (2) Blouses - Six;
- (3) Scarves - Two;
- (4) Blazers - Two;
- (5) Outer coat - One

### **9.3 Uniform Replacement Credit**

Each Flight Attendant will receive a uniform replacement credit of \$400.00 on January 1 of each year, which is to be used exclusively with approved NetJets vendors to maintain a proper standard of appearance for all uniform items. Newly hired Flight Attendants will not be eligible in the calendar year they are hired to receive the uniform replacement credit set forth in this subsection. The uniform replacement credit shall be adjusted on January 1 of each calendar year by a percentage equal to the average percentage increase or decrease in the cost of all the articles listed in subsection 9.1, weighted by the articles' respective cost. Except as agreed to by NetJets, the uniform replacement credit may not be carried over, in whole or part, from one calendar year to the next.

### **9.4 Uniform Alterations**

NetJets will reimburse Flight Attendants for minor alterations made to required uniform items, up to \$150.00 annually; *provided*, a Flight Attendant requesting reimbursement will submit an itemized receipt for each submission. The Company may, in its discretion, approve reimbursement for any additional alterations above this amount. A Flight Attendant may choose to use any vendor she or she wishes for alterations; *provided*, all alterations (whether reimbursed by NetJets or not) will comply with NetJets' uniform guidelines. NetJets shall not be obligated to pay for shipping or other charges related to uniform alterations not specifically set forth in this subsection 9.4.

**END OF SECTION 9**

## **SECTION 10: PAID TIME OFF**

### **10.1 Earning Paid Time Off (“PTO”) Days**

A Flight Attendant will earn one PTO day for each calendar month that she performs one or more duty assignments at the direction of the Company. A Flight Attendant does not accrue PTO in any month during which all of her scheduled work days are replaced by an approved leave of absence, unless she supplements short-term disability payments in the month with three or more days of paid leave. The Company will post, on a monthly basis, each Flight Attendant’s PTO balance *via* an electronically accessible means (*e.g.*, CrewOps website).

#### **10.1(A) Military Leave of Absence**

Notwithstanding subsection 10.1, a Flight Attendant ordered to Active Military service will continue to earn PTO days in accordance with the provisions of subsection 10.1 for the duration of such military service.

**10.2 Active and Long Term PTO Banks** Each Flight Attendant on the Seniority List will have an “Active PTO Bank.” A Flight Attendant’s Active PTO Bank will contain no more than twenty-four (24) PTO days. A Flight Attendant will also have a “Long Term PTO Bank.” A Long Term PTO Bank will contain no more than fifty-one (51) PTO days

### **10.3 Distribution of PTO Days**

Credited PTO days will be placed in the Flight Attendant’s Active PTO Bank. PTO days that may not be placed in a Flight Attendant’s Active PTO Bank due to the twenty-four (24) PTO day limitation contained in subsection 10.2 will be placed in the Flight Attendant’s Long Term PTO Bank and be subject to the provisions of subsection 10.6. PTO days that cannot be banked due to the limitations set forth in subsection 10.2 (*i.e.*, because both banks are full) will be cashed out. A Flight Attendant may use earned PTO Days in her PTO Active Bank as sick days or personal days in accordance with the provisions of subsection 10.4.

### **10.4 Sick Days and Personal Days**

#### **10.4(A) Sick Days**

A Flight Attendant who is unable to perform Company duty due to her own injury or illness will request a paid sick day(s) from the Company as far in advance as practicable. A Flight Attendant will not be considered “sick” unless she provides the required notice under this subsection *via* Company-designated electronic methods.

#### **10.4(A)(1) Sick Day Charges**

The Company will deduct one PTO day from a Flight Attendant’s Active PTO Bank for each work day replaced by a sick day. If a Flight Attendant uses a PTO day as a sick day, said day(s) shall be considered a day(s) worked for purposes of compensation under the Agreement (*e.g.*, extended days pay, overtime pay, etc.).

##### **10.4(A)(1)(a) – Return of Sick Days**

In the event a sick day is later converted to a day of leave, the Company will return to the Flight Attendant’s PTO Bank the same number of PTO days deducted for the affected date(s).

#### **10.4(A)(2) Sick Notice While on Duty**

A Flight Attendant who requests sick leave while on duty will be subject to the provisions of subsection 10.4. A Flight Attendant who calls in sick during the first four (4) hours of her duty period will be charged three-quarters (3/4) of a PTO day for the day of the call. No PTO Active Bank deductions will be made if the Flight Attendant’s sick notice is sent after four or more hours have elapsed since the duty period commenced.

#### **10.4(A)(3) Sick Notice on Extended Day**

In the event a sick day would be charged on a day that previously had been designated an extended day, the Company will eliminate extended day compensation in lieu of charging for the sick day.

#### **10.4(A)(4) Well Notices**

**10.4(A)(4)(a)** Sick leave will end the day after the Flight Attendant notifies the Director of Operations or his designee by telephone or other Company-designated electronic method that he is available for duty (*i.e.*, a “well call”).

**10.4(A)(4)(b)** When the Flight Attendant is at their base when the well call is made, the notice required by this subsection 10.4(A)(4) must be provided no later than 1700 Local Base Time. If the Flight Attendant is not at their base at the time the well call is made, the notice must be provided no later than 1700 Eastern on the day prior to the next scheduled duty day. A notice sent by the Flight Attendant after the above referenced times will be regarded as having been sent the next day.

**10.4(A)(5) Second-to-Last Day Provision**

A Flight Attendant who is considered sick under the terms of this subsection within two days of the scheduled end of a Duty Tour will be subject to the PTO Active Bank deductions set forth in subsection 10.3(A)(1) for the remaining days of the Duty Tour, regardless of the date or time of any “well” notice made during the same Duty Tour. This provision will not apply if a Flight Attendant makes a “well” notice on the second-to-last day or the last day of the applicable Duty Tour and she thereafter agrees to perform duty other than duty relating to travel to her residence at the direction of the Company during the same Tour.

**10.4(B) Personal Days**

A Flight Attendant may request paid time off work for personal reasons (including medical reasons) pursuant to this subsection. For each personal day awarded, a single PTO day will be deducted from the Flight Attendant’s Active PTO Bank (at the time the personal day is awarded). A PTO day used as a personal day will be counted as a duty day for all purposes under the Agreement; *provided*, a Flight Attendant will not be entitled to additional compensation (e.g., extended day or holiday pay) on a personal day or solely as a result of taking a personal day. Subject to the availability of the days, a Flight Attendant may utilize up to 12 PTO days in accordance with this subsection as personal days in a single calendar year.

**10.4(B)(1) Availability of Personal days**

During the months of November, December, January, February, March, and April the Company will make available a number of personal days such that no less than five percent (5%) of the total number of Flight Attendants in a fleet and sharing a schedule type who are scheduled to work on any given day may take the day(s) off. During all other months, the minimum percentage of days made available will increase from five percent to ten percent (10%). This subsection will be read in harmony with subsection 10.4(B)(5).

**10.4(B)(2) Monthly Personal day Bidding**

Personal days will be bid on a monthly basis using an electronic system and awarded by seniority from among Flight Attendants in the same fleet and on the same type of Work Schedule. For Flight Attendants on the 7 & 7 Schedule, personal day bidding for a calendar month will commence on the first day of the preceding month, and remain open for four business days. For Flight Attendants on Flight Attendant Choice Schedules, personal day bidding for a calendar month will commence on the day after the Schedule for the applicable month is posted, and will remain open for four business days. All personal day awards will be published no later than two business days after the close of personal day bidding for the applicable schedule type.

**10.4(B)(3) First Come/First Serve Selection of Available Days**

If fewer than the minimum number of Flight Attendants in a fleet and schedule, if applicable, who may be awarded a personal day pursuant to subsection 10.4(B)(1) are awarded a personal day pursuant to subsection 10.4(B)(1) on any given day, the day will be regarded as an “available day.” Flight Attendants may request a personal day on an available day no less than twenty-four (24) hours prior to the start of the tour containing the available day. Personal days will be awarded on a first-come/first serve basis until the minimum number of Flight Attendant in the fleet and schedule, if applicable, who may take personal days have been awarded a personal day on the day in question. Applicable PTO charges are set forth in the chart, below:

<b>Request For First Come/First Serve Personal Day</b>	<b>PTO Charge Per Day</b>
Made At Least 72 Hours Before Tour	1.0
Made <72 Hours But At Least 48 Hours Before Tour	1.5
Made <48 Hours But At Least 24 Hours Before Tour	2.0

**10.4(B)(4) Small Fleet Exception**

The Company may, in its discretion, decline to apportion personal days among schedule types in fleets that contain fewer than six aircraft. If the Company elects this option, personal day bidding will be conducted under subsection 10.4(B)(2) as if all Flight

Attendants were on the Flight Attendant Choice Schedule, if there are Flight Attendants on the Flight Attendant Choice Schedule.

#### **10.4(B)(5) Other Personal day Rules**

**10.4(B)(5)(a)** Personal days cannot be used in a manner that results in the loss of currency.

**10.4(B)(5)(b)** Personal days cannot be used to replace a scheduled training day.

**10.4(B)(5)(c)** Personal day awards must begin with the first and/or end with the last day of a Duty Tour and multiple personal days in the same Tour must be taken consecutively, unless the personal days are awarded for the first and last day of a seven or eight day tour.

**10.4(B)(5)(d)** Personal days will not be awarded if the award would result in a Duty Tour consisting of four or fewer days, unless the Flight Attendant is granted the entire Duty Tour off by using additional personal days;

**10.4(B)(5)(e)** Notwithstanding the limitation described in subsection 10.4(B)(5)(d), a Flight Attendant may, with the Company's consent, be awarded a personal day on the fourth day of a seven-day Duty Tour by sliding one day from one end of the Duty Tour to the other end of the Duty Tour in order to both accommodate the personal day and create a Duty Tour length of at least four days. A Flight Attendant who slides days pursuant to this subsection waives all minimum days off requirements with respect to adjacent Duty Tours and will not be entitled to extended day compensation as a result of the modification.

#### **10.4(C) Extraordinary PTO ("EPTO")**

**10.4(C)(1)** If no PTO is available by operation of the five percent (5%) or ten percent (10%) limitations in subsection 10.4(B)(1) or the blackout event rules in subsection 10.4(B)(5), a Flight Attendant may request "Extraordinary PTO" (EPTO).

**10.4(C)(2)** EPTO may not be requested prior to the publication of the monthly PTO awards. EPTO will be subject to all rules in subsection 10.4(B)(6). The Company will grant up to five (5) EPTO requests on each day of the year across the NJA system. Days not worked as a result of the tour slide provisions in subsection

10.4(B)(5)(d) or subsection 10.4(B)(5)(e) do not count against the five (5) EPTO days the Company makes available each day of the year.

**10.4(C)(3)** Subject to the time restriction set forth above, the rules for EPTO bidding and awards will be the same as for all other first-come, first-serve personal day requests. Subject to subsection 10.4(C)(4) and subsection 10.4(C)(5), the PTO charge for the EPTO day shall be double the standard charge based on the chart in 10.4(B)(3). The Company shall post on the Company intranet the current number of EPTO days available every day of the year.

**10.4(C)(4)** If a Flight Attendant requests a slide under subsection 10.4(B)(6)(d), and the Company denies the request and requires the Flight Attendant to take the entire tour off, the additional personal days used by the Flight Attendant are not subject to the double charge provision in subsection 10.4(C)(3), regardless of whether there are PTO days available. However, the additional personal days used by the Flight Attendant shall count against the five (5) EPTO days referred to in subsection 10.4(C)(2).

**10.4(C)(5)** If a Flight Attendant requests a slide under subsection 10.4(B)(6)(d) or subsection 10.4(B)(5)(e), and the Company grants the request, the double charge provision in subsection 10.4(C)(3) applies on days when there are no PTO days available.

### **10.5 Illness or Injury While Away From Base**

A Flight Attendant who incurs a work-related illness or injury while away from her Base at the direction of the Company will be provided with medical care and, if necessary, hospitalization at Company expense; *provided*, this provision will not be construed to require the Company to pay for a Flight Attendant's health insurance premiums. In addition, subject to the Flight Attendant's ability to travel, the Company will return the Flight Attendant to her Base at the earliest practicable time that the Flight Attendant is medically capable of travel. In the event the Flight Attendant's illness or injury delays transportation beyond the Flight Attendant's last workday of the applicable Duty Tour, the provisions of subsection 19.8 regarding after-midnight returns will have no application. The Company will continue to pay for travel expenses under subsection 20 of the

Agreement for the period of time that a Flight Attendant is unable to return to her base as a result of an injury or illness under this subsection.

### **10.6 Exhaustion of PTO Days**

A Flight Attendant who exhausts all PTO days in her PTO Bank and who requests additional time off work for her own illness or injury is required to request a medical leave of absence under Section 16 of this Agreement; *provided*, the Company may in its discretion waive this requirement on a case-by-case basis.

### **10.7 Examination by Physician**

The Company may require that a Flight Attendant who requests sick leave be examined by a Company-designated physician. Alternatively, the Company may require the Flight Attendant to provide a medical doctor's note from the physician of her choice as to her expected return to work date. The Company will not be responsible for any costs arising out of or relating to a Flight Attendant's choice to see a physician other than a Company-designated physician. If the Company directs the Flight Attendant to be examined by a Company-designated physician, the Company will have sole responsibility for arranging the examination. All examinations will take place on a regularly scheduled duty day unless otherwise agreed to between the Company and Flight Attendant.

### **10.8 PTO Accrual When Active PTO Bank is Full**

PTO days placed into a Flight Attendant's Long Term PTO Bank due to the twenty-four (24) PTO Day limitation set forth in subsection 10.2 during a calendar year (hereinafter "Overflow PTO Days") may be cashed out in accordance with the provisions of this subsection 10.6.

#### **10.8(A) Election**

A Flight Attendant will elect at the time of her hire whether any Overflow PTO Days will be cashed out on an annual basis. The election will indicate the specific percentage of Overflow PTO Days that the Flight Attendant wishes to have cashed out each year. A Flight Attendant's election may be changed at any time via Company-designated form; *provided*, that a changed election will not become effective for 366 days (or, in the case of a leap year, 367 days). Except as provided in subsection 10.3, a Flight Attendant is not required to cash out Overflow

PTO Days. The default election for a Flight Attendant who fails to make an election at the time of hire will be to leave Overflow PTO Days in the Long Term PTO Bank for use in accordance with subsection 10.6(C).

**10.8(B) Cash Out Option**

The Company will cash out Overflow PTO Days on January 1 of each calendar year; *provided*, payment for cashed out days will occur in the second paycheck of the year. The maximum number of Overflow PTO Days a Flight Attendant may cash out will be equivalent to the total number of PTO Days earned by the Flight Attendant during the preceding calendar year less any PTO Days actually used by the Flight Attendant during the preceding calendar year. The actual number of Overflow PTO Days cashed out will be the maximum number of Overflow PTO Days that may be cashed out pursuant to this subsection multiplied by the Flight Attendant’s percentage election identified pursuant to subsection 10.6(A). PTO Days will be cashed out at the appropriate rate set forth in the following table:

Total Number Of Overflow PTO Days <i>Earned</i> During The Previous Calendar Year	Percentage Of Current Daily Rate Paid Out For Each Cashed Out Day
One (1) to four (4)	100%
Five (5) to twelve (12)	110%

**10.8(C) Long-Term PTO Bank**

Overflow PTO Days not cashed out in accordance with the provisions of subsection 10.6(B) will remain in a Flight Attendant’s Long-Term PTO Bank for use in the event of a qualifying disability and may not be cashed out in future years. A Flight Attendant who depletes her Active PTO Bank may transfer PTO days from her Long-Term PTO Bank to her Active PTO Bank at a conversion rate of 2.5:1, up to a maximum of seven (7) PTO Days in the Active PTO Bank (e.g., 2.5 PTO days in the Long-Term Bank will be converted to one (1) PTO day in the Active PTO Bank).

### **10.9 PTO Payroll Information**

The Company will post the number of PTO days in a Flight Attendant's Active and Long-Term PTO Banks on her bi-weekly pay stub (or any attachment thereto) or on the Company intranet. Information will be updated at least on a bi-weekly basis.

### **10.10 Subsequent Legislation**

If, as a result of any Change in Law as defined below, the rights or obligations of either party regarding the use of PTO days accrued under this Section would be materially adversely affected, including but not limited to a change that results in the expansion or the narrowing of the way this Section is applied or how PTO is able to be used, or in the event that any provision of this Section is held invalid by a court of competent jurisdiction, the parties agree to meet and confer and use good faith efforts to renegotiate changes to this Section that are necessary to ensure, if possible, that the Section operates no more broadly nor any less broadly than intended. Change in Law for purposes of this Section includes (i) enactment of a new applicable federal or state law or regulation; (ii) a change in any existing applicable federal or state law or regulation; (iii) a change in judicial or administrative interpretation of any applicable federal or state law or regulation; or (iv) a change in the enforcement of any applicable federal or state law or regulation. Either party may submit the question regarding whether a Change in Law results in a material adverse impact under this subsection directly to a System Board of Adjustment, sitting only with the neutral member, under Section 22 of the Basic Agreement.

**END OF SECTION 10**

## SECTION 11 – UNION SECURITY

### **11.1 General**

**11.1(A)** Within sixty (60) days following the beginning of such employment, or the effective date of this Agreement, whichever is the later, each employee of the Company covered by this Agreement shall become a member of the Union as a condition of employment. All employees who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing as a condition of continued employment; provided, that employees to whom membership is not available upon the same terms and conditions as are generally applicable to any other member or with respect to employees to whom membership was denied or terminated for any reason other than the failure of the employee to tender the periodic dues, initiation fees, and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership, shall be excluded from the requirement of this Section.

**11.1(B)** Each employee 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 employment, beginning sixty (60) days after her employment or sixty (60) days after the commencement of her employment, whichever is later, to pay the Union each month a service charge as a contribution for the administration of the Agreement and the representation of such employee. The service charge for the first month shall be in an amount equal to the Union's regular and usual initiation fees and monthly dues, and for each month thereafter in an amount equal to the regular and usual monthly dues and periodic assessments (not including fines and penalties), including FAEC or other Union assessments (not including fines and penalties), uniformly required as a condition of acquiring or retaining membership.

**11.1(C)** If any employee of the Company covered by this Agreement becomes delinquent in the payment of this service charge, or any Union member becomes delinquent in payment of her initiation fees and/or dues, and/or periodic assessments, the Union shall notify such employee by certified mail, return receipt requested, copy to the Company's Director of Labor Relations, that she is delinquent in the payment of such service charge, initiation fee and/or membership dues and/or periodic assessments as specified herein and is subject to discharge as an employee of the Company. Such letter shall also notify the employee that she must remit the required payment within a period of fifteen (15) days or be discharged.

**11.1(D)** If, upon the expiration of the fifteen (15) day period, the employee still remains delinquent, the Union shall certify in writing to the Company's Director of Labor Relations, with a copy to the employee, that the employee has failed to remit payment within the grace period allowed and is therefore to be discharged. The Company's Director of Labor Relations shall thereupon take steps to discharge such employee from the service of the Company.

**11.1(E)** A grievance by an employee who is to be discharged as the result of an interpretation or application of the provisions of this Section shall be subject to the following procedure:

**11.1(E)(1)** An employee who believes that the provisions of this Section have not been properly interpreted or applied as it pertains to her, may submit her request for review in writing within five (5) days from the date of her notification by the Union as provided in Paragraph 11.1(D) above. The request must be submitted to the Company's Director of Labor Relations or her designee, who will review the grievance and render her decision in writing no later than five (5) days following receipt of the grievance.

**11.1(E)(2)** The Company's Director of Labor Relations or her designee shall forward her 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 employee or the Union, then either may appeal the decision within ten (10) days from the date of the decision directly to a neutral referee who may be agreed upon by the employee and the Union within ten (10) days thereafter. In the event the parties fail to agree upon a neutral referee within the specified period, either the employee or the Union may request the National Mediation Board to name such neutral referee. The decision of the neutral referee shall be final and binding on all parties to the dispute. The fees of such neutral referee shall be borne equally by the employee and the Union.

**11.1(F)** During the period a grievance is being handled under the provisions of this Section, and until final award by the Company's Director of Labor Relations, her designee or the neutral referee, the employee shall not be discharged from the Company nor lose any seniority rights because of noncompliance with the terms and provisions of this Section.

**11.1(F)(1)** An employee discharged by the Company under the provisions of this Paragraph shall be deemed to have been "discharged for cause" within the meaning of the terms and provisions of this Agreement.

**11.1(F)(2)** It is agreed that the Company shall not be liable for any time or wage claim of any employee discharged by the Company pursuant to a written order by any authorized Union representative under the terms of this Paragraph.

### **11.2 Dues Check-off**

During the life of this Agreement, the Company agrees to deduct from the pay of each member of the International Brotherhood of Teamsters, and remit to the designated Union, membership dues uniformly required as a condition of acquiring or retaining membership and in accordance with the provisions of the Railway Labor Act, as amended, provided such member of the International Brotherhood of Teamsters voluntarily executes an authorization form. This form, also to be known as "Check-Off Form", shall be prepared and furnished by the Union. The payment of service charges, in accordance with paragraph 11.1(B) above, may be made by check-off upon the voluntary execution of authorization forms by agency fee payers.

**END OF SECTION 11**

## **SECTION 12: EQUAL OPPORTUNITY**

**12.1** Neither the Company nor the Union shall discriminate against any Flight Attendants covered by this Agreement on the basis of race, color, religion, sex, sexual orientation, national origin, age, disability, lawful union activity, membership in a uniformed service, status as a disabled veteran, or any other applicable classification protected by federal, state or local law. The Company and the Union also recognize the desirability of implementing the national policy of providing equal opportunity to all persons and agree to actively work toward the implementation and continuance of that policy.

**END OF SECTION 12**

## **SECTION 13: HOME BASE AIRPORTS**

### **13.1 Home Base Airports**

#### **13.1(A) General**

A “Home Base Airport” or “HBA” is an airport that a Flight Attendant voluntarily selects and designates as her Home Base Airport and from which she will begin and end tours of duty. The list of possible HBAs at the time of ratification will be the same as the list of HBAs established by Letter of Agreement 13-005 between NJA and NJASAP, plus any additional airports that are utilized by Flight Attendants at the time of ratification and that meet the qualifications set forth in Section 13.1(C). Upon request, the Company will add an airport to the list of possible HBAs if: (i) the airport meets the criteria set forth in Section 13.1(C); and (ii) the average price for fully refundable, one-way airline tickets departing from the airport during the preceding calendar year, as measured by the Company’s travel vendors, is equal to or less than the average ticket price for other airports on the published list that meet the standards set forth in Section 13.1(C). The Company and Union also may add an airport to the list by mutual agreement.

#### **13.1(B) Home Base Airport Eligibility**

All Flight Attendants on the seniority list as of the date of ratification of this Agreement will retain indefinite rights to use the HBA system set forth in this Agreement.

#### **13.1(C) Qualifying Criteria**

To maintain its status as an HBA, an airport must continually meet the following criteria: (i) the HBA must be located in the contiguous 48 United States; (ii) the HBA must have year round (seven days per week) air carrier service from at least two Major Passenger Air Carrier Systems “MPACS”; (iii) at least one of the MPACS must provide service to a minimum of one of the following airports: DEN, LGA, EWR, JFK, HPN, PBI, MIA, FLL, CMH, DFW, DAL, LAX, LGB, BUR, SNA arriving not later than 1000 local airport time Monday through Friday; and (iv) at least one of the MPACS must provide service that arrives Monday through Friday at or after 2200 but not later than 0300 local Home Base Airport time.

**13.1(C)(1)** An HBA that meets all qualifying criteria set forth in 13.1(C)(i) through 13.1(C)(iii) but does not meet the criteria of 13.1(C)(iv) will qualify as a “waiver” Home Base Airport. Any Flight Attendant who elects to utilize a “waiver” HBA will not be eligible

for after midnight compensation or time recovery under subsection 19.8 and, for the last day of any tour, waives the maximum duty period limitations set forth in Section 28 of the Agreement. In the case of an after-midnight event, the Company will schedule the Flight Attendant to return to her “waiver” HBA *via* the first flight available to the Company, considering the requirements of Section 28 (e.g., required rest, “show-time” before airline). If the Company fails to schedule the Flight Attendant on the first available flight under the terms of this paragraph, the Flight Attendant will become eligible for the compensation and “time recovery” provisions of subsection 19.8 for that after-midnight situation, unless the failure to do so is the result of circumstances beyond the Company’s control.

### **13.1(D) Home Base Airport List and Re-Opening a Closed HBA**

The Company will maintain on its website a list of open HBAs (*i.e.*, HBAs appearing on the list described in Section 13.1(A) that meet the qualification criteria set forth in Section 13.1(C)) and closed HBAs (*i.e.*, HBAs appearing on the list described in Section 13.1(A) that do not meet the qualification criteria set forth in Section 13.1(C)). The list will be evaluated against the standards in Section 13.1(C) and updated at least on a quarterly basis and will contain the date of publication of the list. A Flight Attendant who desires to begin utilizing a closed HBA may submit information to the Vice President, Labor Relations or her designee that the Flight Attendant believes demonstrates that the airport has regained qualifying service. The submission of this information shall constitute notice under Section 13.1(G) of the Flight Attendant’s intent to change HBA. The Company shall make a determination, based upon the criteria set forth in subsection 13.1(C), within 10 business days of receipt of the information from the Flight Attendant and inform the Flight Attendant whether the airport meets the qualification standards set forth in Section 13.1(C). If the airport meets the qualifications, the Company will publish a revised list of qualifying HBAs that reflects the change, and process the Flight Attendant’s notice of intent to change HBA in accordance with Section 13.1(G).

### **13.1(E) Home Base Airport Closures**

The Company may close an HBA that fails to meet the qualifying criteria set forth in subsection 13.1(C). Except as provided in this subsection, the Company will provide the Union and all Flight Attendants affected by an HBA closure with written notice of the closure. A Flight Attendant adversely affected by the closing will designate a different qualifying HBA as soon as practicable, but no more than 90 days following the Company’s written notification to the Flight Attendant that her HBA is closed. In the event the HBA will lose all scheduled daily

airline service from Major Passenger Air Carrier Systems (*i.e.*, there are days with no scheduled service from any Major Passenger Air Carrier Systems), the Company may reduce the notice period and require the Flight Attendant to designate a new qualifying HBA not less than 24 hours prior to the first tour that will be impacted by the loss of all scheduled airline service. The Company and the Union shall work together to resolve any problems arising in connection with the closing of an HBA. No HBA closure shall form the basis for a furlough or reduction in pay.

### **13.1(F) Temporary Inability to Use an HBA / Circumstances Beyond the Control of the Flight Attendant**

In the event that a Flight Attendant is unable to utilize an HBA for any reason unrelated to a loss of scheduled airline service that is beyond her control, such as, but not limited to, natural disaster, labor disruptions, etc., the Flight Attendant will designate and use an alternate open HBA as soon as practicable, but not later than 24 hours prior to her next duty tour. In the event a Flight Attendant refuses to cross a picket line at an HBA, the Flight Attendant must immediately notify the Company. The Company and Flight Attendant will work together to identify an alternate HBA not affected by a labor dispute that the Flight Attendant will temporarily use to begin and end duty tours. The Company will reimburse the Flight Attendant for reasonable travel expenses incurred in temporarily using an alternate HBA. The Company and the Union shall work together to resolve any problems arising in connection with a temporary inability to use an HBA due to circumstances beyond the control of the Flight Attendant. No HBA closure shall form the basis for a furlough or reduction in pay.

### **13.1(G) Change of Home Base Airports**

. A Flight Attendant may elect to change their HBA or Crew Base by submitting a written notice via Company designated electronic method. The new HBA or Crew Base designation will become effective on the first day of any non-training duty tour occurring at least seven (7) days after delivery of the Flight Attendant's written notice; *provided*, if the Company has purchased non-refundable airline tickets for a duty tour that would be impacted by the notice, it may delay the effective date of the change until the following tour by sending notice of the delay to the Flight Attendant. Training tours will require fifteen (15) days notice to change the HBA or Crew Base designation. In the notice, the Company will give the Flight Attendant the option of paying the costs associated with rebooking the non-refundable airline tickets. If the Flight Attendant elects to pay the costs associated with rebooking the non-refundable airline

tickets, the HBA change will not be delayed. No more than one HBA or Crew Base change may be pending at any one time.

### **13.1(H) No Home Base Airport Moving Expenses**

The Company will not reimburse Flight Attendants for any moving expenses incurred while using the Home Base Airport system.

### **13.2 Foreign Bases**

Prior to opening a foreign base, the Company and the Union shall negotiate over wages, benefits and working conditions for Flight Attendants assigned to the foreign base. If the parties fail to reach agreement on the issues bargained, they shall submit their respective last offers on disputed matters to interest arbitration. The arbitrator's resolution of disputed issues shall be binding on both parties. Either party may request the services of an arbitrator 30 calendar days after negotiations have commenced by requesting a panel of 7 arbitrators from the NMB. The arbitrator's resolution of the disputed issues shall be on an issue-by-issue basis, rather than a "total package" basis, and shall be binding on the parties with respect to the particular foreign base assignment in question, but shall have no precedential or binding effect on other existing or future foreign base assignments. Any agreement between the parties or any arbitration award concerning rates of pay, rules, or working conditions shall be retroactive to the date of the opening of the foreign base.

### **13.3 Release from Company-assigned Travel at End of Tour and Reimbursement for Alternate Travel**

A Flight Attendant may request to be released from Company-assigned travel duty when it is the last duty assignment of a Tour, as determined by the Company. The request will be granted unless the Company has an expectation of further Duty for the Flight Attendant upon arrival at the Flight Attendant's HBA.

**13.3(A)** If the Company grants the request, the Flight Attendant's duty period will end at the time of the release from duty. For the purposes of Section 19.8 only, if the scheduled arrival time of the originally scheduled travel method is after 2400 local time on the last duty day of a tour, the Flight Attendant will be compensated per the requirements of Section 19.8, provided the Flight Attendant has not waived her rights to 19.8 compensation pursuant to Section 13.1(C)(1).

**13.3(B)** The Flight Attendant will be eligible to request reimbursement for any alternate travel arrangements she may make, subject to the following: (1) the alternate travel must be on the same mode(s) of travel from which release was granted; (2) reimbursement from the Company for her alternate travel arrangements will be limited to the actual amount incurred for alternate travel or 90% of the costs the Company booked to return the crewmember to her Base and from which release was granted, whichever is less; and (3) the alternate travel must occur before the start of the crewmember's next scheduled duty tour. In the event a Flight Attendant is released from Travel Duty pursuant to Section 13.3 of the Agreement and the Company purchased a non-refundable airline ticket associated with a training event, the Company considers the return portion of the ticket to have no value and will not cancel the return portion of the ticket. In this latter case, the Flight Attendant will be ineligible to request reimbursement from the Company for any alternate travel arrangements she may make following her release from Company Travel Duty.

**13.3(C)** A Flight Attendant released pursuant to subsection 13.3 will be responsible for arranging any alternate last day travel and will not use the Company-issued credit card to pay for such travel.

#### **13.4 Start of Tour**

If the Company amends its policies or if the contract between NetJets and NetJets Association of Shared Aircraft Pilots covering employees in the craft or class of Pilots is amended to confer upon pilots the right to begin any individual duty tour from an airport other than their designated HBA (*i.e.*, "alternate first day travel"), such right shall be extended to Flight Attendants on the same basis and conditions as those applied to Pilots; *provided*, the right is extended on a cost-neutral or cost-positive basis to the Company.

#### **13.5 Normal Travel Expenses (Home Base Airport)**

Travel expenses for Flight Attendants utilizing Home Base Airports, including mid-tour overnights, shall be as described in Section 20 of this Agreement. The Company will cooperate with and use reasonable efforts to assist Flight Attendants in securing from airport authorities and/or airport parking vendors free or reduced cost parking at HBAs, if available. Reasonable efforts on the part of the Company shall not include accepting liability for Flight Attendant actions that fall outside their scope of employment; *provided*, the Company may, in its discretion, agree to accept such

liability in exchange for the Flight Attendant's agreement to indemnify the Company.

### **13.6 Designation of Residence**

All Flight Attendants are required to designate a residence as defined in subsection 3.49 of this Agreement within 30 days of their hire or a change in residence.

### **13.7 Grandfathered Home Based Airports**

**13.7(A)** A Flight Attendant using a HBA on the date of ratification of this Agreement that does not appear on the Home Base Airport List and/or meet the HBA standards set forth in subsection 13.1(C) will have "grandfather rights" to that HBA and will not be displaced upon ratification of this Agreement. A Flight Attendant with grandfather rights to an HBA will be permitted to use that HBA until such time as it fails to maintain scheduled service every day of the year from at least one Major Passenger Air Carrier System. In the event an HBA fails to meet that service standard, a Flight Attendant using that HBA may be displaced from that HBA as described in subsection 13.1(E) of the Basic Agreement and will have no further grandfather rights.

**13.7(B)** A Flight Attendant on the seniority list as of the date of ratification of this Agreement who desires to use an HBA being used by a Flight Attendant on the date of ratification of this Agreement that does not meet the HBA standards set forth in subsection 13.1(C) shall have 60 days from the date of ratification to notify the Company of such desire. The notification shall be in writing, and the change to the new HBA shall be effective on the first day of the Duty Tour following the notification unless the next tour is a training event in which case it shall be effective at the start of the following tour.

**END SECTION 13**

## **SECTION 14: SPECIAL ASSIGNMENTS**

**14.1** A special assignment is an assignment not to exceed one (1) year during which time Flight Attendants are (1) assigned outside the schedules described in Section 19 of this Agreement and/or (2) the Flight Attendant resides and regularly reports for duty outside the United States. Flight Attendants awarded or assigned to special assignments will receive 7 & 7 base wages plus a thirty-five (35) percent increase in such base pay for the duration of the assignment. A Flight Attendant shall not earn extended days while on special assignment, except as agreed to as a result of collective bargaining negotiations per Section 14.2(A), or awarded by an arbitrator per Section 14.2(B).

**14.2(A)** Except for the number of scheduled work days/scheduled days off and the location to which a Flight Attendant reports for duty, which shall be determined by the Company (provided the total number of days on Special Assignment and consecutive days off following the Special Assignment shall always be equal unless the parties mutually agree otherwise), Sections 19.8, 27.3 and 20 of the Agreement, and any new terms and conditions of employment related to the Special Assignment proposed by either party during Special Assignment negotiations not specifically provided for in the Agreement, shall be negotiated between the Company and the Union. Notwithstanding the above:

**14.2(A)(1)** The Company cannot compel through negotiations and an arbitrator may not award terms below those set forth in Section 20;

**14.2(A)(2)** The provisions of Section 19.8 of the Agreement shall apply to the last day of the Special Assignment;

**14.2(A)(3)** The parties agree, that in order to insure adequate rest, the minimum number of days off between workdays is subject to negotiation;

**14.2(A)(4)** Section 19 of the Agreement shall be inapplicable to Special Assignments; however, subsections 19.1, 19.3(C), 19.2, 19.6, 19.8, 19.10 and all other provisions contained in this Agreement will remain in effect unless the parties mutually agree to bargain over changes to those Sections.

**14.2(B)** If the parties fail to reach agreement on the issues bargained, they shall submit their respective last offers on disputed matters to interest arbitration. The arbitrator's resolution of disputed issues shall be binding on both parties. Either party may request the services of an

arbitrator at any time after negotiations have commenced by requesting a panel of arbitrators from the NMB. The arbitrator's resolution of the disputed issues shall be on an issue-by-issue basis, rather than a "total package" basis, and shall be binding on the parties with respect to the particular special assignment in question, but shall have no precedential or binding effect on other existing or future special assignments. Any agreement between the parties or any arbitration award concerning rates of pay, rules or working conditions shall be retroactive to the date duty commences on the special assignment.

**14.2(C)** If there are no successful bidders, the Company may assign the least senior Flight Attendant or hire new Flight Attendants to fill the needs of the special assignment, pending the conclusion of such negotiations or arbitration, consistent with Section 5.3(A) of the Agreement. The special assignment bid will list all issues agreed upon during the negotiations or awarded by an arbitrator and become a part of the Agreement for the duration of the special assignment.

**14.3** All special assignments shall be bid. Bidding rights, restrictions and procedures shall be in accordance with Section 5.3(A) of the Agreement, except that an equipment lock shall not prevent a special assignment bid award. Where the bid is filled through involuntary assignment of the least senior Flight Attendant, the Company shall rebid the special assignment after sixty (60) days of involuntary assignment. The Company shall not involuntarily assign a Flight Attendant on one (1) special assignment to another special assignment if, taking into account all required rest, the subsequent special assignment begins prior to the conclusion of the first special assignment. In such a case, the Company shall involuntarily assign, if applicable, the next least senior Flight Attendant. The Company will post the information concerning all special assignments as soon as practicable. The posting will include the detailed information necessary for Flight Attendants to be able to thoroughly evaluate the assignments.

**14.4** The Company will give the Union timely notice and adequate information concerning special assignments. The results of any security assessment conducted by the Company or its agents in connection with a special assignment shall be provided to the Union as soon as reasonably possible, and shall be made part of the bid materials.

**14.5** The Company will give each affected Flight Attendant a written statement indicating the Flight Attendant's assignment to a special assignment. This document will include at least the Flight

Attendant's name, effective date of the assignment, signature of the applicable Chief Flight Attendant or her designee and the Flight Attendant concerned. These signatures will indicate the applicable Chief Flight Attendant's approval and the Flight Attendant's acceptance of the assignments.

**14.6** The Company shall not be precluded from posting a bid for, awarding, or commencing a special assignment, notwithstanding the bargaining has not commenced or agreement has not been reached on any outstanding issues.

**END OF SECTION 14**

**SECTION 15 - RESERVED**

## **SECTION 16: LEAVE OF ABSENCE**

### **16.1 General Conditions for Leave of Absence**

**16.1(A)** A Flight Attendant may request a leave of absence (“LOA”) under this Section 16.

**16.1(B)** A Flight Attendant on LOA will maintain a current mailing address and telephone number with the Company. Address and/or telephone number changes will be submitted to the Vice President of Labor and Employee Services or her designee via certified mail or a Company-designated electronic method.

**16.1(C)** LOAs will be unpaid unless otherwise provided for in this Agreement.

### **16.1(D) Seniority Accrual, Notice, Training, and Salary Obligations**

**16.1(D)(1)** Flight Attendants on LOA accrue seniority.

**16.1(D)(2)** The Company will notify in writing the Union and the Flight Attendant on LOA of the maximum duration of the leave as set forth in this subsection 16.1. The notice will specify the last date the Flight Attendant must return to work or be subject to separation as set forth in subsection 16.1(J). The Flight Attendant will notify the Company’s leave administrator, in writing, of the expected date she will return to duty (“return to work date”) and make reasonable attempts to update the return to work date as necessary. The Flight Attendant’s return to work date will not be later than the date she would exhaust allowable leave provisions (e.g., three (3) year medical LOA). If the return to work date is not known at the time LOA commences, the Flight Attendant will notify the Company and Union as soon as possible prior to her known return to work date. Nothing in this subsection 16.1(D) will be construed to limit the Company’s rights or Flight Attendant rights under the law.

**16.1(D)(3)** All Flight Attendants returning from LOA who require training prior to flying will be scheduled for such training at the discretion of the Company.

**16.1(D)(4)** At the end of the LOA, the Flight Attendant will be paid salary based on her original date of hire, at the current rate, and for the aircraft fleet she held prior to commencement of the LOA. Delay by the Company in scheduling any necessary training

shall not affect a Flight Attendant's right to salary at the end of the LOA on her return to work date.

**16.1(E) Aircraft Placement on Return from LOA**

On return from LOA, a Flight Attendant will be assigned to a fleet in which she has received a Ghost Award if a position in that fleet is made available by the Company, or in the absence of a Ghost Award, to the fleet that she or she held at the time the LOA began. If the flight attendant is to return to the fleet he or she held at the time the LOA began, the following will apply:

**16.1(E)(1)** If the fleet has been placed in permanent fleet reduction status and junior flight attendants have been voluntarily displaced, the returning flight attendant will be offered the opportunity to move to a position that may be available in a different fleet commensurate with her seniority (at the corresponding rate of pay).

**16.1(E)(2)** If the fleet has been eliminated or placed into permanent fleet reduction status and a more senior flight attendant has been involuntarily displaced from the fleet, the flight attendant returning from leave will be assigned to a new fleet commensurate with her seniority (at the corresponding rate of pay).

**16.1(E)(3)** A flight Attendant who held an Instructor position at the time of her LOA began will be reinstated at that position upon her return from the LOA, unless the Flight Attendant returns to a new fleet in accordance with the provisions of this Section or a more senior Flight Attendant in the same fleet was removed from the same position as result of staffing reductions while the returning Flight Attendant was on LOA.

**16.1(F)** A Flight Attendant on LOA whose seniority is such that she would have been furloughed had she not been on LOA will promptly be notified that her rights under the Agreement have been changed to those of a furloughed Flight Attendant. If there is a subsequent recall, such Flight Attendant, if her seniority warrants, will be recalled to LOA status with the accompanying rights, or active status, if applicable, and she will be so notified. Where a furloughed Flight Attendant is recalled to LOA status, the length of time spent on furlough will be subtracted from the remaining amount of permissible LOA time.

**16.1(G)** If any federal or state statute provides greater leave rights or protections than those contained in this Agreement, then the statute shall control. If the Agreement provides greater leave rights or protections than any federal or state statute, then the Agreement controls.

**16.1(H)** A Flight Attendant's right to insurance benefits while on leave of absence will be as set forth in subsection 24.6 of the Agreement.

**16.1(I)** A Flight Attendant on LOA will not engage in any form of business, as a Flight Attendant or in any other capacity, that directly competes with the business of the Company. However, a Flight Attendant on LOA may engage in aviation employment as a Flight Attendant for a non-competing business (excluding the Company's parents, affiliates and subsidiaries) with the prior written permission of the Company. In no case will such Flight Attendant engage in employment, which may bring discredit on the Company.

**16.1(J)** A Flight Attendant who exhausts all qualifying LOA and does not return to work may be subject to termination.

## **16.2 Personal Leave of Absence**

At a Flight Attendant's request, the Company may grant an LOA without pay for a specific period of time, up to one (1) year; provided that such leave does not impose an undue business hardship upon the Company. Such leaves may be extended by the Company in writing for additional periods of time not to exceed a total of one (1) year per extension. Any LOA request pursuant to this paragraph that exceeds one (1) year must be jointly approved by the Company and Union.

## **16.3 Medical Leave of Absence**

**16.3(A)** Flight Attendants will be entitled to a medical LOA for a period of up to three (3) years when medically necessary as determined by a medical doctor or other health care professional. "Medically necessary" means leave is required because the Flight Attendant is unable to perform her job duties at the time the need for leave arises. Medical LOA begins on the first date of absence for the medical condition for which the LOA is granted. A leave of absence that begins within 60 days of the conclusion of a leave of absence for the same or a related condition will be considered combined with the first leave of absence for purposes of calculating the three-year maximum; *provided*, in the event that the Flight Attendant provides less than 30 days' notice of her actual return to work date under subsection

16.1(D)(2) following a leave that exceeds 90 days in duration, the 60 day period will be extended on a day-for-day basis for each day of notice less than 30; *and, provided further*, that disputes regarding whether a medical condition is a “same or related condition” will be resolved using the same medical dispute resolution procedures as are set forth in subsection 16.3(A)(1). As described in subsection 16.3(A)(1), following the opinion of the Flight Attendant’s physician, the company will seek a second medical opinion and, if required, a neutral third final and binding medical opinion.

**16.3(A)(1)** A Flight Attendant applying for a medical LOA must provide the Company with documentation from her medical doctor or other health care professional indicating that the leave is medically necessary prior to obtaining leave. If the Company questions whether the leave is medically necessary, it may require the Flight Attendant to be examined by a medical doctor or health care professional of its choosing, provided the Company pays all costs and expenses associated with the examination. If the two opinions differ, then the two (2) medical doctors or health care professionals will mutually agree upon a third medical doctor or health care professional, whose opinion will be binding upon the parties. Costs and expenses for the third opinion will be paid for by the Company. Unless prohibited by law, the Company may require a Flight Attendant to resubmit documentation of the leave's medical necessity once every fourteen (14) days. Any Flight Attendant returning from leave under this subsection 16.3 must submit medical certification of fitness for duty if the leave exceeds sixty (60) calendar days.

### **16.3(B) Family and Medical Leave Act**

If a Flight Attendant takes leave under the Family and Medical Leave Act (“FMLA”), the FMLA’s procedures will apply in full, subject to the following (and notwithstanding any provision of the FMLA to the contrary):

**16.3(B)(1)** A Flight Attendant who takes FMLA leave for her own “serious health condition” within the meaning of the FMLA and who is receiving benefits under the Company’s Short-Term Disability (“STD”) Plan may be required to exhaust all but seven days of Paid Time Off accrued as of the date leave is granted. The Company shall not require the Flight Attendant to use any accrued vacation to supplement STD benefits while on FMLA, but the Flight Attendant may choose to do so.

**16.3(B)(2)** A Flight Attendant who takes FMLA leave for her own “serious health condition” within the meaning of the FMLA and who is not receiving benefits under the Company’s STD plan may be required to exhaust all but seven days of paid leave (i.e., Paid Time Off and Vacation) accrued as of the date the leave is granted. If paid leave will be exhausted in connection with an FMLA leave under this subparagraph, the Flight Attendant will designate prior to taking FMLA leave whether the paid leave is Paid Time Off or vacation or any combination thereof. In the case of a medical emergency, a Flight Attendant will make the designation as soon as practicable. If the Flight Attendant fails to make said designation, then the Company will make the designation. If a Flight Attendant has accrued less than seven (7) days of paid leave, the Company may not require the Flight Attendant to exhaust the paid leave unless the Flight Attendant so requests in writing.

**16.3(B)(3)** If a Flight Attendant takes FMLA leave for a reason other than her own “serious health condition” as defined within the meaning of the FMLA (e.g., birth of a child, care of a spouse or child, etc.), she may choose to use any accrued but unused days of paid leave (i.e., Paid Time Off or Vacation) as of the date the leave is granted. The Company will not require the Flight Attendant to use paid leave.

**16.3(B)(4)** In administering the FMLA, the Company will interpret “week” to mean “work week” (i.e. the week or period of time that the Flight Attendant is scheduled to work). The days a Flight Attendant is not scheduled to work will not be counted as part of the FMLA’s annual allotment of leave.

#### **16.4 Union Leave of Absence**

A Flight Attendant elected or appointed to a full-time position with the International or Local Union will be granted a leave of absence for the duration of said office or position to begin no sooner than one (1) year after completing her last initial/transition training. No more than one (1) Flight Attendant may be on Union leave at any given time during the term of this Agreement. Such leaves are intended to be for a year or more except in exceptional circumstances such as fulfilling the end of a term. The Company may, in its discretion, grant additional leaves under this provision upon request by the Union.

#### **16.5 Jury Duty and Court Leave of Absence**

If a Flight Attendant is required to serve on a jury or to participate in a legal proceeding pursuant to a subpoena, the Flight Attendant will receive her regular base pay (for the schedule the Flight

Attendant was awarded on the day the Flight Attendant is first relieved from Company duties) for all such time, less any jury duty or subpoena pay. The Flight Attendant will furnish the LOA Administrator with a written record of all such pay received.

## **16.6 Bereavement Leave of Absence**

**16.6(A)** When a death occurs in a Flight Attendant's immediate family, such Flight Attendant will be entitled to up to five (5) consecutive work days of paid bereavement so long as the five (5) days are contained in a single duty tour. If a Flight Attendant is on a duty tour at the time that she is notified of the death, she will be immediately released from duty for the remainder of the calendar day, at the Flight Attendant's discretion, and credited a workday as if she had flown the remainder of the day. Such day will not count as one (1) of the five (5) consecutive days of paid bereavement leave. The Flight Attendant will be returned to her HBA at the Company's expense, or another location, per the Agreement.

**16.6(B)** Upon written notification to the Chief Flight Attendant or her designee, a Flight Attendant may utilize accrued PTO up to the number of days accrued at the time of the death. Additionally, upon written notification to the Chief Flight Attendant or her designee, a Flight Attendant will be granted permission to utilize any or all of her accrued vacation days in order to attend to matters related to a death in her immediate family.

**16.6(C)** For the purposes of this Section, "immediate family" will be defined as mother, father, legal guardian, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, children, step-children, grandchildren, grandparents, grandparent-in-law, spouse, or registered domestic partner under the Company's domestic partnership policy, as may be amended. A domestic partner registered under the Company's domestic partnership policy shall be deemed a "spouse" for purposes of "in-law" relationships under this subsection.

**16.6(D)** In order to obtain bereavement leave, an employee must notify the Chief Flight Attendant or her designee as soon as possible after learning of the death, and the leave period will begin at a mutually agreeable time. However, a Flight Attendant is always entitled to have bereavement leave begin at the time she learns of a death in her immediate family.

## **16.7 Military Leave**

**16.7(A)** Flight Attendants will be entitled to military leave of such duration as set forth in Uniform Services Employment and Reemployment Rights Act (USERRA), any applicable executive order, or any applicable state law. Should there be a conflict between said statutes and orders, the statute or order providing the greatest leave rights will control. In addition to Flight Attendants' rights under the above-mentioned statutes and orders, Flight Attendants have such additional rights and shall receive such additional benefits as referred to in this Section 16.

**16.7(B)** Flight Attendants on military leave will continue to accrue seniority for the duration of military leave.

**16.7(C)** The terms of USERRA, any applicable executive order or any applicable state law will apply with respect to the Company's obligation to provide pay, vacation, health insurance, retirement benefits, and any and all other benefits provided for under this Agreement. If a collectively bargained benefit plan provides for greater rights than those referred to above, then the benefit plan will control.

### **16.7(D) Notice**

A Flight Attendant requesting a Military Leave of Absence under this subsection will provide notice to the LOA Administrator or her designee prior to taking leave under this Section 16.7 in accordance with USERRA, applicable executive order, or applicable state law.

### **16.7(E) Reserve Duty**

#### **16.7(E)(1) Annual Two (2) Week Reserve Training**

Any Flight Attendant serving in the military reserves, including the National Guard, will be granted a reserve duty leave of absence for fourteen (14) days per year or a greater period of time if necessary to fulfill the Flight Attendant's annual two (2) week reserve training requirement, subject to the Chief Flight Attendant's approval.

#### **16.7(E)(2) Monthly Two (2) Day Reserve Training**

Any Flight Attendant serving in the military reserves, including the National Guard, will schedule and fulfill her monthly two (2) day reserve training in such a manner so as not to

conflict with her flight duty schedule. In the event of a conflict, the Flight Attendant shall immediately notify the Chief Flight Attendant.

**16.7(E)(3) Voluntary Reserve Duty**

Any Flight Attendant in the military reserves, including the National Guard, desiring to serve beyond her monthly two (2) day reserve training obligation and annual two (2) week reserve training obligation will volunteer for such additional duty in such a manner so as not to conflict with her flight duty schedule.

**16.7(F)** A Flight Attendant who is ordered to active military service will, upon presentation to the Company of a certificate of satisfactory completion of service or its equivalent, be granted, upon request, a furlough up to ninety (90) days, or a time equal to the length of active military service, whichever is less (or any greater period of time provided for in USERRA, applicable executive order, or applicable state law), after discharge from active military service. Upon completion of the furlough period, if any, the Company may require a Flight Attendant returning from a military leave of absence of more than ninety (90) days to undergo training consistent with Section 6 of this Agreement. The Company will make such training available to Flight Attendants. No Flight Attendant will lose pay or benefits as a result of a delay in scheduling the training, provided the Flight Attendant is available for training. A Flight Attendant's equipment lock, if any, will continue to run during any period of military leave.

**END OF SECTION 16**

## **SECTION 17: Labor Management Cooperation**

### **17.1 A Joint Commitment to Fair and Expeditious Conflict Resolution**

The Company and Union recognize that fair and expeditious conflict resolution is essential to efficient operations, Flight Attendant morale, and a professional labor-management relationship. As a result, the Company and the Union commit to each other that they shall work together in a cooperative manner as part of their ongoing commitment to making NetJets the premier private aviation solution for the benefit of its employees, customers, and shareholders.

### **17.2 Monthly Meeting of the President with the Union**

Unless the parties agree otherwise, the Company President or her designee and the Union President or her designee will meet on a monthly basis to discuss a broad range of issues of interest to the Company, the Union, and the Flight Attendants. It is agreed and understood that the monthly meeting represents an important forum for problem-solving and problem-avoidance as well as for the purpose of identifying efficiency improvement opportunities to benefit the operating profits of the Company. The monthly meeting may be held by telephone if mutually agreed to by the parties. All meeting dates will be by mutual agreement.

### **17.3 Union Safety Committee**

**17.3(A)** The Union Safety Committee will consist of one representative for each flight attended aircraft program (e.g., Standard Range and Long Range). The Union will designate one representative as the Union Safety Committee Chairperson.

**17.3(B)** The Company will meet with the Union Safety Committee Chairperson or designee up to once per quarter for one day (except in the quarter where the full Committee meets in accordance with the this subsection), unless another meeting schedule is mutually agreed to by the Company and the Committee Chairperson. The Company will meet with the full Union Safety Committee once per year for one day, unless another meeting schedule is mutually agreed to by the Company and the Committee Chairperson. All meeting dates will be by mutual agreement. The Company shall release from conflicting duty assignments Safety Committee representatives in order to meet with the Company's representative(s) as provided herein.

#### **17.4 Union Travel Committee**

**17.4(A)** The Union Travel Committee will consist of one representative for each flight attended aircraft program (e.g., Standard Range and Long Range). The Union will designate one representative as the Union Travel Committee Chairperson.

**17.4(B)** The Company will meet with the Union Travel Committee Chairperson or designee up to once per quarter for one day (except in the quarter where the full Committee meets in accordance with the this subsection), unless another meeting schedule is mutually agreed to by the Company and the Committee Chairperson. The Company will meet with the full Union Travel Committee once per year for one day, unless another meeting schedule is mutually agreed to by the Company and the Committee Chairperson. All meeting dates will be by mutual agreement. The Company shall release from conflicting duty assignments Safety Committee representatives in order to meet with the Company's representative(s) as provided herein.

#### **17.5 Union Training Committee**

**17.5(A)** The Union Training Committee will consist of one representative for each flight attended aircraft program (e.g., Standard Range and Long Range). The Union will designate one representative as the Union Training Committee Chairperson.

**17.5(B)** The Company will meet with the Union Training Committee Chairperson or designee up to once per quarter for one day (except in the quarter where the full Committee meets in accordance with the this subsection), unless another meeting schedule is mutually agreed to by the Company and the Committee Chairperson. The Company will meet with the full Union Training Committee once per year for one day, unless another meeting schedule is mutually agreed to by the Company and the Committee Chairperson. All meeting dates will be by mutual agreement. The Company shall release from conflicting duty assignments Safety Committee representatives in order to meet with the Company's representative(s) as provided herein.

#### **17.6 Committee Meeting Dates, Expenses, Pay and Identification of Members**

**17.6(A)** The parties shall attempt to schedule all meetings referred to in Sections 17.3, 17.4, and 17.5 to occur on Committee members' scheduled workdays; *provided*, that if a meeting is scheduled to occur on a Committee member's day off, the Committee member and the

Company shall work together to adjust the member's schedule so that the meeting occurs on a duty day. The parties will endeavor to schedule meetings telephonically where practicable. If the Company and Union Co-Chairs mutually agree to conduct the meeting in person, then the Company shall be responsible to pay or reimburse travel expenses in accordance with Section 20 of the Agreement (e.g., air or ground transport, hotel accommodations, and meal allowance) for each day a Committee member is on release from a Company duty day as set forth in Sections 17.3, 17.4, and 17.5.

**17.6(B)** Each day a Committee member is released from Company duty pursuant to Sections 17.3, 17.4, and 17.5 shall constitute a duty day; however, no duty period limitations shall apply. The Company shall not be responsible to pay hourly overtime to Committee members during any work day (whole or partial) that the Committee member is released from duty, except when a Committee member is entitled by this Agreement to receive hourly overtime as a result of performing duty at the request of the Company prior to being released under the terms of Sections 17.3, 17.4, and 17.5.

**17.6(C)** The Union will notify in writing the Vice President of Labor Relations or her designee of the appointment or removal of Committee members referred to herein, within five (5) business days of such occurrence.

### **17.7 Other Committees**

Meetings for committees not identified in subsections 17.3, 17.4, and 17.5 will be by mutual agreement of the parties.

### **17.8 Commitment to Good Faith in Scheduling**

Consistent with the Union's commitment to professional labor relations, the Union shall exercise the rights afforded it above at all times in good faith and Flight Attendant schedules will be modified in such a manner so as to minimize any unnecessary disruption of the Company's business.

**END OF SECTION 17**

## **SECTION 18: Union Representation**

### **18.1 Union Bulletin Boards**

The Company will provide the Union with bulletin board space in the crew lounge located at its CMH facility for posting of information of interest to Union members. If there is no crew lounge at its CMH facility, the Company commits to finding a reasonable alternate location for the bulletin board.

### **18.2 Union Representative Visits to Company Facilities**

The Company agrees to admit, at reasonable times, the officially designated representatives of the Union to its operations facilities to transact such business as is necessary for the administration of this Agreement. The Union representative shall notify the Vice President of Labor Relations or her designee of each such intended visit.

### **18.3 Right to Union Representation**

Any Flight Attendant required to be present at a Company hearing or meeting involving disciplinary action, or the possibility of disciplinary action, shall be entitled to Union representation at such hearing or meeting if the Flight Attendant so elects. In order to effectuate the purposes of this paragraph, the Company shall promptly inform a Flight Attendant of the allegations or incident leading to the hearing or meeting. A drug or alcohol test required by the FAA or this Agreement shall not be considered a hearing or meeting for purposes of this paragraph.

### **18.4 The Flight Attendant Executive Council (FAEC)**

The Union will select Flight Attendant representatives and will notify in writing the Vice President of Labor Relations, or her designee, of their appointment or removal, within five (5) business days of such occurrence. The representatives will be known as members of the Flight Attendant Executive Council (FAEC). The FAEC shall consist of four (4) Flight Attendants.

### **18.5 Release from Duty for Contract Implementation and Administration**

#### **18.5(A) Releasing FAEC Members From Duty for Contract Administration**

For the first six months after this Agreement is ratified, the Company shall release one (1) FAEC member from duty for each month for the sole purpose of conducting Union business directly related to the implementation and application of this Agreement, unless a longer period is mutually agreed to. Under no circumstances shall the Company be required to

remove from duty a FAEC member who is located outside the contiguous United States for the purpose of complying with this paragraph; provided, a Flight Attendant referred to in this paragraph shall be considered unavailable for Company duty assignments and under no circumstances will the Company schedule a duty assignment that conflicts with a Flight Attendant's release pursuant to this paragraph. The Union shall notify the Company of the dates release is requested as soon as possible, but in no event less than ten (10) days prior to the first day of the month for which release is requested.

**18.5(A)(1) Travel Expenses for FAEC Member Released for Contract Administration**

The Company shall pay or reimburse travel expenses in accordance with Section 20 of the Agreement (e.g., air or ground transport to Columbus or other mutually agreed upon location, hotel accommodations and meal allowance) for the FAEC member during the time the FAEC member is on release from Company duty.

**18.5(A)(2) Pay for FAEC Member Released for Contract Administration**

The day(s) a FAEC member is released pursuant to Section 18.5(A) shall be considered a duty day(s), except that no duty period limitations will apply if no work is performed at the request of the Company on the day(s) of release. The Company shall not be responsible to pay hourly overtime or extended day pay to a FAEC member during any work day (whole or partial) that the FAEC member is released from duty, except when a FAEC member is entitled by this Agreement to receive hourly overtime or extension day pay as a result of performing duty at the request of the Company prior to being released under the terms of Section 18.5(A).

**18.5(B) Joint Company/FAEC Meetings**

The Company shall release all FAEC members from one (1) conflicting duty day every quarter in order for the FAEC members to meet with the Company to problem-solve and address matters of mutual concern. If needed, the parties by mutual agreement may extend the meeting from one (1) day to as many days as necessary. Under no circumstance shall the Company be required to remove from duty an FAEC member who is located outside the contiguous United States for the purpose of complying with this paragraph; provided, a Flight Attendant referred to in this paragraph shall be considered unavailable for Company duty assignments and under no circumstances will the Company schedule a duty assignment that conflicts with a Flight Attendant's release pursuant to this paragraph. The joint

Company/FAEC meetings will occur in conjunction with the Company releasing FAEC members as outlined in Section 18.5(A); *provided*, that if a meeting is scheduled to occur on a FAEC member's day off, the FAEC member and the Company shall work together to adjust the FAEC member's schedule so that the meeting occurs on a duty day.

**18.5(B)(1)** The Company may arrange for travel, and the Company and Union shall pay or reimburse in equal amounts, travel expenses in accordance with Section 20 of the Agreement (*e.g.*, air or ground transport, hotel accommodations and meal allowance) for those FAEC members attending the joint meeting during the time the FAEC member is on release from Company duty pursuant to Section 18.5(B).

**18.5(B)(2)** The Company shall not be responsible to pay hourly overtime or extended day pay to FAEC members during any work day (whole or partial) that the FAEC member is released from duty, pursuant to Section 18.5(B), except when the FAEC member is entitled by this Agreement to receive hourly overtime or extended day pay as a result of performing duty at the request of the Company prior to being released under the terms of this paragraph.

**18.5(C)** The Union may request, and the Company may agree on a case-by-case basis to additional Flight Attendant duty releases for purposes of conducting other Union business. Unless the parties agree otherwise, the Union will reimburse the Company for compensation and travel expenses for all duty releases under this subsection.

## **18.6 Release from Duty for Collective Bargaining**

**18.6(A)** The Union shall have the right to select four (4) Flight Attendants over the duration of collective bargaining to serve on the Union Negotiating Committee. In the event a Negotiating Committee member or her designee separate from the Company during the course of collective bargaining, then the Union shall have the right to replace that person(s). The Union shall notify the Vice President of Labor Relations, or her designee, in writing of the names of the Union Negotiating Committee members forty-five (45) days prior to the beginning of collective bargaining. Upon completion of collective bargaining, Negotiating Committee members shall be returned to their bid schedules, if applicable. The Company shall release from conflicting duty all members of the Negotiating Committee for collective bargaining sessions and for Union meetings directly associated with collective bargaining; *provided*, if a

collective bargaining session or meeting is scheduled to occur on a Negotiating Committee member's day off, the Negotiating Committee member and the Company shall work together to adjust the Negotiating member's schedule so that the meeting occurs on a duty day. All meeting dates will be mutually agreed to by the Union and Company. Under no circumstances shall the Company be required to remove from duty an Negotiating Committee member who is located outside the contiguous United States for the purpose of complying with this paragraph.

**18.6(B)** The Company shall be responsible to pay or reimburse travel expenses in accordance with Section 20 of the Agreement (e.g., air or ground transport, hotel accommodations and meal allowance) of Negotiating Committee members during the time the member(s) are on release from Company duty as set forth in Section 18.6.

**18.6(C)** Each day a Negotiating Committee member is released pursuant to Section 18.6(A) shall constitute a duty day; however, no duty period limitations will apply. The Company shall not be responsible to pay hourly overtime to Negotiating Committee member(s) during any work day (whole or partial) that the Negotiating Committee member(s) is released from duty, except when a Negotiating Committee member(s) is entitled by this Agreement to receive hourly overtime as a result of performing duty at the request of the Company prior to being released under the terms of Section 18.6. Negotiating Committee members performing duties pursuant to Section 18.6(A) shall earn extended days, provided the requirements for extended days set forth in this Agreement are satisfied.

## **18.7 Union Representative on Duty Program**

**18.7(A)** The Company will release one (1) Union Representative (designated by the Union) from one (1) scheduled tour of duty each week for the sole purpose of conducting Union business directly related to the application of this Agreement. The Company will not be required to release the same Union Representative for consecutive weeks. Union Representative on Duty scheduling will reflect best efforts to minimize any unnecessary disruption to the Company's business. The Union will notify the Company no less than the tenth (10th) day of the month prior to the first day of the month for which the release is requested. The parties will cooperate to assign substitute Union Representatives when the regularly scheduled Union Representative is unavailable.

**18.7(B)** The Company will pay each Union Representative on Duty compensation and benefits and will reimburse or pay for travel expenses in accordance with Section 20 of the Agreement (e.g., air and/or ground transport, hotel accommodations, and meal allowances) during the time they are on release from duty under this subsection.

**18.7(C)** Each day a Union representative is released pursuant to this subsection will constitute a duty day. The duty period limitations, rest requirements, and compensation provisions (other than monthly base pay) in this Agreement will not apply to duties as set forth in this Section.

#### **18.7(D) Union Representative on Duty Training**

**18.7(D)(1)** The Company will grant up to thirty-five (35) days of release time per year for the purpose of Union Representative on Duty training as requested by the Union. The release days provided for in this subsection may be divided among as many as five (5) Union Representatives, unless releasing a greater number would not adversely impact the operation and the Union agrees to bear all incremental expenses associated with dividing the days among a greater number of Union representatives (e.g., more than five (5) round trip airline tickets per year, more than thirty-five (35) hotel room nights per year, more than fourteen (14) rental car days per year, more than thirty-five (35) days of per diem per year.). Scheduling Union Representative on Duty training will reflect best efforts to minimize any unnecessary disruption to the Company's business. The Company will pay the compensation of each trainee, in accordance with subsection 18.7(B).

**18.7(D)(2)** The Union may request additional duty release days for purposes of Union Representative on Duty Training. Whether to grant the request is at the discretion of the Company. The Union will reimburse the Company for all additional trainee compensation and will pay for air and/or ground transport, hotel accommodations, and meal expenses such trainees incur or receive in connection with the additional days.

**18.7(E)** The Company Travel Department will schedule Union Representative on Duty travel requests in accordance with Section 20 of the Agreement (e.g., air and/or ground transport and hotel accommodations).

#### **18.8 Commitment to Good Faith in Scheduling**

Consistent with the Union's commitment to professional labor relations, the Union shall exercise

the rights afforded it above at all times in good faith and Flight Attendant schedules will be modified in such a manner so as to minimize any unnecessary disruption of the Company's business.

**END OF SECTION 18**

## **SECTION 19: SCHEDULING**

### **19.1 Flight Attendant Schedules**

The Company will offer the “7 & 7 Schedule” and “Flight Attendant Choice” Schedules to Flight Attendants on the Seniority List. The 7 & 7 Schedule and Flight Attendant Choice Schedules will be bid, awarded, assigned, and scheduled in accordance with the provisions of this Section 19. The 7&7 Schedule is the default schedule. The Company will schedule all Flight Attendants in such a manner as to permit an equal as practicable distribution of flying time for each type of schedule flown. Flight Attendants will not be required to work additional work days while on the 7 & 7 Schedule or Flight Attendant Choice Schedules except as provided in subsection 19.4. The Company and Union agree to discuss alternative scheduling arrangements in good faith.

#### **19.1(A) 7 & 7 Schedule: General Description**

The 7 & 7 Schedule will consist of seven (7) consecutive work days followed by seven (7) consecutive days off except as provided elsewhere in this Section 19. Flight Attendants will be awarded or assigned 7 & 7 Schedule lines in accordance with the provisions of subsection 19.3(B).

**19.1(A)(1)** Notwithstanding Section 19.1(A), a Flight Attendant awarded or assigned a 7 & 7 schedule may elect to work an extra day each tour (*i.e.*, an eighth day each tour) for the entire Bid Period. Flight Attendants will indicate this election on their bid form. The Company will select whether to place the eighth day at the start or end of each 7 & 7 tour and the placement shall remain the same for all tours in the Bid Period.

**19.1(A)(2)** Notwithstanding Section 19.1(A), a Flight Attendant awarded or assigned a 7 & 7 schedule may elect to position from their HBA to a location of the Company’s choosing on their last day off before the start of each 7 & 7 tour for the entire Bid Period. Flight Attendants will indicate this election on their bid form. Departure times for travel on the Flight Attendant’s last day off will not be scheduled before 12:00 pm for domestic travel and before 8:00 am for international travel.

#### **19.1(B) Flight Attendant Choice Schedules: General Description**

The Flight Attendant Choice Schedules will consist of no more than 52, 60, 72, or 76 required work days per bid period. Except as provided elsewhere in Section 19, the maximum number of required work days in a single calendar month will be one-fourth of the maximum number

of required work days for the bid period (“base required work days”) plus or minus up to two (2) required work days or, for Flight Attendants on the Flight Attendant Choice 52 Schedule, plus or minus up to three (3) required workdays (“Plus or Minus Rule”). When applying the “minus” side of the Plus or Minus rule, a Flight Attendant will be credited, for purposes of the maximum number of required work days in the month and bid period, with base required work days minus up to two (2) days or up to three (3) days, whichever is applicable. A Flight Attendant will not be scheduled using the Plus or Minus rule to exceed her base required work days in more than two consecutive months, including between bid periods; *provided*, for purposes of applying the two consecutive month rule only, vacation days will not be counted as required work days. Vacation days will, however, be counted for purposes of the maximum number of required workdays in the month and bid period. Except as provided elsewhere in Section 19, the maximum tour length for a Flight Attendant on the Flight Attendant Choice Schedules is seven or eight consecutive work days, as set forth in the following table:

Schedule	Max Tour Length Options
Flight Attendant Choice 52	8 Required Work Days
Flight Attendant Choice 60	7 Required Work Days
	8 Required Work Days
Flight Attendant Choice 72	7 Required Work Days
	8 Required Work Days
Flight Attendant Choice 76	7 Required Work Days
	8 Required Work Days
Schedule types and maximum tour length options are subject to rules, conditions, and limitations set forth in this Section 19	

The minimum number of days off following a tour of eight (8) consecutive days is five (5) consecutive days. The minimum number of days off following a tour of seven (7) consecutive days is four (4) consecutive days. The minimum number of days off following a tour of six (6) consecutive days or less is three (3) consecutive days. The Company may consider other days off (*e.g.*, vacation days, etc.) as part of the minimum scheduled days off as set forth above. Flight Attendants may bid and be awarded Flight Attendant Choice Schedule lines in accordance with the provisions of subsection 19.3(B). Except as provided in this Agreement, a Flight Attendant may not be involuntarily assigned to the Flight Attendant Choice Schedule.

### **19.1(B)(1) Determination and Posting of Flight Attendant Choice Schedule**

An award or assignment to the Flight Attendant Choice Schedule will include both the maximum number of work days per bid period and the maximum tour length (e.g., “Flight Attendant Choice 72 (7 Day Tours)”, “Flight Attendant Choice 60 (8 Day Tours)”). The Company will determine the scheduled duty days and scheduled days off for Flight Attendants on the Flight Attendant Choice Schedules on a monthly basis. The Company will notify a Flight Attendant of her scheduled duty days and scheduled days off no later than the fifteenth (15<sup>th</sup>) day of the preceding calendar month. The notice required by this subsection may be sent via email or Company issued communication device; *provided*, in the event of a failure of electronic systems, the Company may contact the Flight Attendant in an alternate manner (e.g., telephone). The Company will also publish a monthly operational schedule showing all Flight Attendant Choice Schedules.

### **19.1(B)(2) Schedule Line Preferences**

The Company will maintain a computer-based, preferential line construction system (“PLCS”) for Flight Attendants on the Flight Attendant Choice Schedules. The system shall offer, at a minimum, the following preferences:

- (a) preferred days off;
- (b) preferred tour lengths; and/or
- (c) preferred length of time between tours.

Scheduling preferences may be submitted to the Company at any time prior to the first day of the month in which the Flight Attendant Choice Schedules are published. To the extent practicable, the Company will consider a Flight Attendant’s preferences in determining a Flight Attendant’s Flight Attendant Choice Schedule. A Flight Attendant’s schedule preferences are not guaranteed. The PLCS award shall not conflict with the awarded or assigned schedule under 19.1(B)(1).

### **19.1(B)(3) Involuntary Assignment to Flight Attendant Choice Schedule**

If an insufficient number of Flight Attendants in a fleet bid for the Flight Attendant Choice 72 and Flight Attendant Choice 76 Schedules to yield a number of work days equivalent to twenty percent of the total number of Flight Attendants in the fleet times 72, the Company may involuntarily assign a sufficient number of Flight Attendants in inverse seniority order to the Flight Attendant Choice 72 schedule to make up the difference. A

Flight Attendant who is involuntarily assigned to the Flight Attendant Choice 72 Schedule in accordance with the provisions of this subsection may request placement on the Flight Attendant Choice 76 Schedule.

## **19.2 Schedule Bidding**

### **19.2(A) Schedule Lines**

The total number of 7 & 7 Schedule and Flight Attendant Choice Schedule lines will be no less than the total number of Flight Attendants who are eligible to bid. Schedule lines will be bid in accordance with the provisions of this Section.

### **19.2(B) Bid Periods**

Schedule bid periods will begin on February 1, June 1, and October 1 of each calendar year. The bid period corresponding with the schedule period commencing October 1 of each calendar year will be referred to as the “open bid period.” The bid periods corresponding with the schedule periods commencing February 1 and June 1 of each calendar year will be referred to as “closed bid periods.”

#### **19.2(B)(1) Open Bid Period**

Subject to the provisions of this Section 19, during the open bid period, all 7 & 7 Schedule lines within a fleet will be open for bidding and awarded on the basis of seniority among Flight Attendants in the same aircraft fleet/program. A Flight Attendant may be displaced (“bumped”) from her existing schedule as a result of a senior Flight Attendant bidding her line or schedule or by the Company reducing or eliminating her line or schedule. A Flight Attendant may not be displaced from her fleet/program by a more senior Flight Attendant as a result of open bidding.

#### **19.2(B)(2) Closed Bid Period**

Subject to the provisions of this Section 19, during a closed bid period, all 7 & 7 Schedule lines within a fleet will be open for bidding and awarded on the basis of seniority among Flight Attendants in the same aircraft fleet/program. A Flight Attendant may not be displaced from her 7 & 7 Schedule line or aircraft fleet/program by a more senior Flight Attendant as a result of closed bidding.

### **19.2(B)(3) Flight Attendant Choice Schedule: Calendar Month Application**

For the purposes of scheduling under this Section 19 only, the calendar months of February and March will consist of the following dates: February 1 to March 1 and March 2 to March 31.

### **19.2(C) Posting of Bids**

The Company will post an electronic notice when the bidding window opens for the Schedule bid period. The notice will be posted at least 45 calendar days prior to the start of the closed schedule bid periods and will be posted by June 30 for the open bid period. All bid windows will remain open for 21 calendar days.

### **19.2(D) Failure to Bid**

During open bidding, a Flight Attendant who fails to bid will be considered to have bid only for the 7 & 7 Schedule line or Schedule she currently holds, if available. Nothing contained in subsection 19.2(D) will result in a Flight Attendant being displaced from her 7 & 7 Schedule line during closed bids, including any failure to bid by the Flight Attendant during the closed bid procedure.

#### **19.2(D)(1) Flight Attendant Unavailable**

Notwithstanding any provision of this Agreement to the contrary, the Company will not be required to award a Flight Attendant a schedule in the event that she informs the Company she will not be available for duty for any reason (e.g., military LOA, medical LOA, Union LOA, etc.) for the entire bid period. A Flight Attendant on LOA will notify the Company of her expected return to work date in accordance with the provisions of Section 16. Except as provided elsewhere in the Agreement (e.g., Section 19.4), a Flight Attendant who returns from LOA during the bid period in which her LOA commenced shall be returned to the schedule (and 7&7 Schedule line, when applicable) she held prior to LOA. For pay and/or benefit calculation purposes, a Flight Attendant on LOA who was not awarded or assigned a Work Schedule will be considered to have remained on the same Work Schedule they held at the start of the LOA.

**19.2(D)(2)** A Flight Attendant returning to work from LOA, or from a Management position, who was not awarded or assigned a Schedule through the normal bid process will be offered an opportunity to choose among any existing 7 & 7 Schedule lines made available by the Company upon her return to work. If the Flight Attendant would have been able to

hold a Flight Attendant Choice Schedule during the bid period, she also will be offered an opportunity to select the Flight Attendant Choice Schedule upon her return to work. A Flight Attendant will not be offered a 7 & 7 Schedule line or Flight Attendant Choice Schedule that her seniority would not have allowed her to hold at the time of the bid, even if this results in the Flight Attendant being involuntarily assigned to the Flight Attendant Choice 72 schedule in accordance with Section 19.1(B)(3) including the option to move to the Flight Attendant Choice 76 Schedule.

#### **19.2(E) Limitation on Sunday Starts**

No more than fifteen percent (15%) of 7 & 7 Schedule lines will start on Sunday unless the Union agrees otherwise.

### **19.3 Bid Awards**

#### **19.3(A) Limitations on Flight Attendant Choice Schedule Bid Awards**

The following limitations shall apply in connection with the Flight Attendant Choice Schedule.

##### **19.3(A)(1) Maximum Participation on Flight Attendant Choice 52 Schedule**

The number of Flight Attendants awarded the Flight Attendant Choice 52 Schedule will not exceed 10 percent all Flight Attendants in the applicable fleet.

##### **19.3(A)(2) Maximum Participation on Flight Attendant Choice 60, 72, and 76**

The number of Flight Attendants awarded the Flight Attendant Choice 60, 72, and 76 Schedules under subsection 19.3(B)(2) will not exceed, in the aggregate, 40 percent of the Flight Attendants in the applicable fleet and duty position. The Company may exceed the 40 percent limit if there are no furloughed Flight Attendants or if all furloughed Flight Attendants have been offered recall. In addition to the aggregate 40 percent limit, the Company may limit participation on the individual schedules as follows:

**19.3(A)(2)(a)** The Company may limit the number of Flight Attendants on the Flight Attendant Choice 76 Schedule to no less than one percent of the applicable fleet and duty position. The Company may exceed one percent at its discretion.

**19.3(A)(2)(b)** The Company may limit the number of Flight Attendants on the Flight Attendant Choice 60 Schedule to no less than ten percent of the applicable fleet and duty position. The Company may exceed ten percent at its discretion.

**19.3(A)(3) Instructor Positions**

The Company shall not offer or award the Flight Attendant Choice 52 Schedule to Flight Attendants holding Instructor Positions described in Section 6.

**19.3(A)(4) Flight Attendant Choice 72 and Flight Attendant Choice 76 Schedule Retention**

Unless the Company determines otherwise, the number of Flight Attendants on the Flight Attendant Choice 72 and 76 Schedules will not decrease in any single bid period by more than ten percent (10%) of the total number of Flight Attendants in the fleet as measured against the previous bid period. Flight Attendants impacted by the retention rule in this subsection will not be required to remain on the Flight Attendant Choice 76 Schedule and may choose instead to be assigned to the Flight Attendant Choice 72 Schedule.

**19.3(B) Order of Bid Awards and Default Assignments**

During a bid period, the Company will award and assign schedule lines in the following manner:

**19.3(B)(1)** The Company will award the Flight Attendant Choice 52 Schedule.

**19.3(B)(2)** After awarding Flight Attendant Choice Schedule 52 in accordance with 19.3(B)(1), the Company will award all other Flight Attendant Choice Schedules in the following order (from first to last): Flight Attendant Choice 76, Flight Attendant Choice 72, Flight Attendant Choice 60.

**19.3(B)(3)** After awarding Flight Attendant Choice Schedules in accordance with 19.3(B)(2), the Company will make involuntary assignments in accordance with 19.1(B)(3).

**19.3(B)(4)** After making any necessary involuntary assignments, the Company will determine the number of 7&7 Schedule lines and award 7&7 Schedule bids.

**19.3(B)(5)** If a Flight Attendant is not awarded or assigned to the Flight Attendant Choice Schedule, the Company will place her on the 7 & 7 Schedule.

The Union and Company may evaluate and offer recommendations regarding alternate awarding mechanisms. No alternate awarding mechanism will become effective absent mutual agreement of the parties.

### **19.3(C) Small Fleet Exceptions**

Any fleet with six (6) or fewer aircraft will be considered a “small fleet.” Ten percent (10%) of Flight Attendants in a small fleet may be awarded the 7&7 Schedule. All Flight Attendants not awarded the 7&7 Schedule in a small fleet may be assigned to the Flight Attendant Choice 72 Schedule. At the start of the bid period immediately following (1) receipt of the seventh and subsequent aircraft; or (2) the expiration of two (2) years from first aircraft delivery, whichever occurs first, the small fleet exception will no longer apply.

### **19.3(D) Posting of Awards**

The Company will publish the Flight Attendant Choice Schedule awards no later than five (5) business days following the close of the bid. The Company will publish 7 & 7 Schedule awards no later than ten (10) business days following the close of the bid.

## **19.4 Training and Vacation Schedules**

### **19.4(A) Training of New Hire Flight Attendants**

The Company may adjust the schedule of a newly hired Flight Attendant as necessary until the Flight Attendant successfully completes all training required by the Company and/or FAA, other than Initial Operating Experience (IOE) and related Standards Ride, necessary to be released to perform Flight Attendant duties. The Company will schedule no fewer than five (5) duty free days at the Flight Attendant’s base if there is a gap between new hire training events. Newly hired Flight Attendants will be compensated in accordance with the “FA Choice 72 Day (8 Day Max)” wage table set forth in Section 27 while in training. Until released to IOE training, a newly hired Flight Attendant may not earn, and the company is not obligated to pay, additional regular or extended day compensation.

### **19.4(B) Transition Training**

#### **19.4(B)(1) Ground Training**

A Flight Attendant commencing Aircraft Transition Ground Training will vacate her existing Work Schedule, in order to be assigned a tour to accommodate the training event, including associated travel, and no duty other than Aircraft Transition Ground Training may be assigned during the tour without the Flight Attendant’s consent. There will be no reduction in pay as a result of the modification to accommodate the training event. If the Aircraft Transition Ground Training event is not completed within an assigned tour, the Company retains the right to schedule an additional tour(s) to accommodate the event. The Company will provide the Flight Attendant with as much notice as is practicable

regarding the dates of the training event, including associated travel, and will schedule no fewer than three consecutively scheduled days off prior to the start of the training event. Subject to the provisions of Section 19.7, the Company will schedule no less than one day off for every scheduled workday associated with the training (including associated travel) for a Flight Attendant who successfully completes an Aircraft Transition Ground Training event of seven or fewer days. For an event longer than seven days (including associated travel), the Company will schedule seven days off plus one additional work day for every two workdays spent in training (including associated travel) beyond the first seven. The Company may consider other duty free periods when calculating the minimum number of required days off.

#### **19.4(C) IOE Training**

A Flight Attendant commencing IOE training will be placed on the 18-Day Training Schedule effective the first day of the duty tour in which she commences IOE Training and compensated according to the Crew Choice 72 Schedule wage tables set forth in subsection 27.1. The maximum tour length and minimum number of days off for a crewmember on the IOE Training Schedule will be as provided in subsection 19.1(B) for Flight Attendants on the Crew Choice 72 Schedule. A Flight Attendant will not be required to remain on the IOE Training Schedule for more than 90 days, or after she successfully completes IOE Training and a related Standards Ride, whichever occurs first; *provided*, the 90 day period may be extended on a day-by-day basis for circumstances beyond the control of the Company (*e.g.*, Flight Attendant performance difficulties, Flight Attendant vacation, LOA).

#### **19.4(C)(1) Notification of Training Schedules**

A Flight Attendant subject to the provisions of subsections 19.4(C) will contact the Company and be notified of her scheduled work days and days off in accordance with the contact procedures set forth in subsection 28.2 at the end of every work day, the last day in a series of required days off (*e.g.*, vacation period, minimum days off, LOA), and any day off that is not a required day off until she is assigned to the Crew Choice 72 Schedule and notified of his scheduled duty days and days off in accordance with the provisions of subsection 19.4(C)(2).

#### **19.4(C)(2) Completion of IOE Training**

A Flight Attendant will be assigned to the Crew Choice 72 Schedule, or if applicable, the schedule she was awarded pursuant to subsection 19.4(C)(4), effective (a) the last day of the duty tour in which she completes IOE training and related Standards Ride; or (b) at the expiration of the 90 day period described in subsection 19.4(C), whichever occurs first. A Flight Attendant assigned to the Crew Choice 72 Schedule pursuant to this subsection will not be required to work more than eighteen (18) days in the calendar month that she is assigned to the Crew Choice Schedule. The Flight Attendant will maintain the Crew Choice 72 Schedule until she successfully bids a different Schedule under the terms of this Section 19; *provided*, she may request assignment to an available 7 & 7 Schedule line or an available 8 & 6 Schedule line or the Crew Choice 76 until she successfully bids a different schedule under the terms of this Section 19. The assignment of a Flight Attendant to the Crew Choice 72 Schedule pursuant to this subsection will not result in the involuntary displacement of another Flight Attendant from her existing Crew Choice Schedule prior to the next scheduled open or closed bid period.

#### **19.4(C)(3) Notification of Crew Choice Schedule**

A Flight Attendant awarded or assigned to the Crew Choice Schedule by operation of subsections 19.4(C)(2) and/or 19.4(C)(4) will contact the Company to receive her schedule in accordance with the contact procedures set forth in subsection 28.2 on the Flight Attendant's last required day off and, if applicable, any additional days off. A Flight Attendant will receive her Crew Choice Schedule for the remainder of the month in which she contacts the Company pursuant to this subsection. In the event that the required Flight Attendant contact takes place after the fifteenth (15<sup>th</sup>) day of the month, the Company will also notify the Flight Attendant of her scheduled work days and days off for the following month.

#### **19.4(C)(4) Bidding in New Fleet**

Flight Attendants who have begun Transition Training, including associated travel, have the same bidding rights as other eligible Flight Attendants and may bid for a Work Schedule in their new aircraft fleet in accordance with Section 19.2.

#### **19.4(D) Recurrent, Instructor, Requalification, or Other FAA-Required Training - 7 & 7 Schedule**

The Company will modify a Flight Attendant's schedule prior to publication of the operational schedule to accommodate known Recurrent, Instructor, Requalification, or Other FAA-required training (and anticipated travel) in the manner set forth in subsections 19.4(C)(1) or 19.4(C)(2), as applicable.

**19.4(D)(1)** If the training event (including anticipated travel) consists of seven workdays or fewer, the Company may slide a single duty tour associated with the training event no more than four work days in either direction. The Company will have the right to assign duty other than training to the flight attendant preceding and/or following the training event (and the slide may be constructed in a manner that maximizes the likelihood of performing flight duty). This provision does not allow the Company to alter the start dates of surrounding tours.

**19.4(D)(2)** If the training event (including anticipated travel) consists of more than seven work days, the Company may shift work days from the end of the scheduled duty tour immediately preceding and/or the beginning of the scheduled duty tour immediately after the training event to the extent necessary to accommodate only the expected number of required training/travel days.

#### **19.4(E) Recurrent, Instructor, Requalification or Other FAA-Required Training – Flight Attendant Choice Schedules**

The Company will create a Flight Attendant's schedule and publish it on the operational schedule to include known Recurrent, Instructor, Requalification, or Other FAA-required training events (and anticipated travel). Unless the training event and associated travel exceeds the maximum tour length permitted by subsection 19.1(B), the Company will not schedule a tour beyond the maximum tour length permitted by subsection 19.1(B). If the training event and associated travel exceeds the maximum tour length permitted by subsection 19.1(B), the Company will not schedule any revenue flight assignments in the same tour as the training event without the Flight Attendant's consent. A Flight Attendant will receive the minimum days off required by subsection 19.1(B) preceding and following a training event.

#### **19.4(F) Training Events Arising After Schedule Publication**

Where a Company or FAA-Required training opportunity arises after the operational schedule has been published, the Company may assign any Flight Attendant whose schedule does not require modification to attend the event as part of her normal duty tour. Nothing in this subsection will be construed to prevent a Flight Attendant from agreeing to a schedule modification in order to attend a training event that becomes available after publication of the operational schedule.

#### **19.4(G) Disruptions in Training**

A Company or FAA-training event may be extended as necessary in order to accommodate disruptions in the training program (e.g., Flight Attendant check failure or other performance difficulties, cabin-trainer malfunctions, weather events). For each day a Flight Attendant is delayed returning to her Base as a result of a disruption in training not within the Flight Attendant's control (e.g., a cabin trainer malfunction), the Company will provide one compensatory day off as set forth below. Alternatively, the Flight Attendant may elect to receive an extended day in lieu of the compensatory day off. For each day a Flight Attendant is delayed returning to her Base as a result of a disruption in training within her control (e.g., a training failure), the Company will provide a compensatory day off as set forth below. Alternatively, the Company may offer an extended day in lieu of the compensatory day off. All compensatory days off made available under this subsection will be provided consecutively at the at the start or end, at the Flight Attendant's choosing, of the next non-training duty tour that does not contain a published NetJets peak day or a planned international trip for which the Company has applied for a visa on behalf of the Flight Attendant, unless the Company and the Flight Attendant agree otherwise. A workday added pursuant to this subsection is considered a duty day for all purposes under the Agreement.

#### **19.4(H) Vacations**

Vacations will be earned by Flight Attendants on all schedule types in accordance with Section 8 of the Agreement.

## **19.4(I) Provisions for Credit of Vacations**

### **19.4(I)(1) Provisions for Flight Attendants with Less Than One Week of Vacation (All Schedules)**

Flight Attendants who are entitled to less than seven (7) days of vacation will bid and be awarded vacation by seniority. The vacation period will be awarded as one (1) single block of consecutively scheduled days and will be preceded by a duty-free period consisting of no fewer than three (3) consecutive days. If applicable, vacation will commence on the first day of a tour and continue until vacation is exhausted.

### **19.4(I)(2) Provisions for Flight Attendants with One Week of Vacation**

#### **19.4(I)(2)(a) 7 & 7 Schedule**

The Company will credit a Flight Attendant with seven (7), or eight (8) for Flight Attendants electing to modify their 7 & 7 schedule under Sections 19.1(A)(1) or 19.1(A)(2), scheduled work days off the 7 & 7 Schedule. For each one (1) week vacation, a Flight Attendant will have no less than a twenty-one (21) day duty free period, or a twenty (20) day duty period for Flight Attendants electing to modify their 7 & 7 schedule under Sections 19.1(A)(1) or 19.1(A)(2), unless her awarded vacation week overlaps shifted days per subsection 19.5(C). Nothing contained herein will permit the Company to shift work days beyond its rights set forth in Section 19.5(C).

When determining the tour credited to the vacation week the Company will apply the following rules:

**Rule 1.** If only one (1) duty tour overlaps the awarded vacation week, eliminate the entire duty tour.

**Rule 2.** If more than one (1) duty tour overlaps the awarded vacation week, eliminate the entire tour containing the most number of work days within the awarded vacation week.

**Rule 3.** When applying Rules 1 or 2, if two (2) duty tours overlap the awarded vacation week by an equal number of days, or if the awarded vacation week falls between two (2) duty tours without overlapping either tour, eliminate work days from the first chronological duty tour rather than the second duty tour. There will be no change to the scheduled tours preceding or following the duty free period, unless otherwise allowed by the Agreement.

**19.4(I)(2)(a)(i) Rules Governing Vacation When a Flight Attendant's Awarded One (1) Week of Vacation Overlaps or Occurs Entirely Within the "Seam Period"**

The Company will credit a Flight Attendant with a minimum of seven (7) scheduled work days off the 7 & 7 Schedule. If a Flight Attendant's awarded one (1) week vacation occurs entirely within the "seam period" defined in Section 19.5(C), the Company will apply the following Rules:

**Rule 1.** If only one (1) duty tour overlaps the awarded vacation week, eliminate the entire duty tour.

**Rule 2.** If more than one (1) duty tour overlaps the awarded vacation week, eliminate the entire tour containing the most number of work days within the awarded vacation week.

**Rule 3.** After applying Rule 1 or 2, whichever is applicable, eliminate all other work days overlapping the awarded vacation week.

**Rule 4.** If application of Rules 1, 2, and/or 3 does not produce seven (7) work days off the schedule, then eliminate work days from the duty tour closest to the awarded vacation week in sufficient number to yield seven (7) work days off the schedule.

**Rule 5.** When applying Rules 2 or 4, if two (2) duty tours overlap the awarded vacation week by an equal number of days, or if the awarded vacation week falls between two (2) duty tours without overlapping either tour, eliminate work days from the first chronological duty tour rather than the second duty tour.

**19.4(I)(2)(b) Flight Attendant Choice Schedule**

The Company will credit a Flight Attendant using one (1) vacation week with seven (7) consecutive work days off the schedule, and the Flight Attendant will have no less than a fifteen (15) day duty free period. The duty free period will consist of the four (4) days immediately preceding the scheduled vacation week, the seven (7) day vacation week itself, and the four (4) days immediately subsequent to the scheduled vacation week.

**19.4(I)(3) Provisions for Flight Attendants Using Two Weeks of Vacation Consecutively**

**19.4(H)(3)(a) 7 & 7 Schedule**

The Company will credit a Flight Attendant with fourteen (14), or sixteen (16) for Flight Attendants electing to modify their 7 & 7 schedule under Sections 19.1(A)(1) or

19.1(A)(2), scheduled work days off the 7 & 7 Schedule as defined in this Section. For any two (2) consecutive week vacation, a Flight Attendant will have no less than a thirty-five (35) day duty free period, or a thirty-four (34) day duty period for Flight Attendants electing to modify their 7 & 7 schedule under Sections 19.1(A)(1) or 19.1(A)(2), unless her awarded two (2) consecutive week vacation overlaps shifted days per Section 19.5(C). Nothing contained herein will permit the Company to shift work days beyond its rights set forth in Sections 19.5(C).

When determining the two (2) tours credited to the two (2) consecutive week vacation, the Company will apply the following rules:

**Rule 1.** If one or more duty tour(s) overlaps the awarded two (2) consecutive week vacation, eliminate the entire duty tour(s).

**Rule 2.** If application of Rule 1 does not produce fourteen (14) work days off the schedule, then eliminate work days from the duty tour(s) closest to the awarded two (2) consecutive week vacation in sufficient number to yield fourteen (14) work days off the schedule.

**Rule 3.** When applying Rule 2, if the awarded two (2) consecutive week vacation falls between two (2) duty tours without overlapping either, then eliminate work days from the first chronological duty tour rather than the second duty tour.

There will be no change to the scheduled tours preceding or following the duty free period, unless otherwise allowed by the Agreement.

#### **19.4(l)(3)(b) Flight Attendant Choice Schedule**

The Company will credit a Flight Attendant using two (2) vacation weeks consecutively with fourteen (14) consecutive work days off the schedule, and the Flight Attendant will have no less than a twenty-two (22) day duty free period. The duty free period will consist of the four (4) days immediately preceding the scheduled vacation days, the fourteen (14) day vacation period, and the four (4) days immediately subsequent to the scheduled vacation days.

**19.4(I)(4) Provisions for Flight Attendants with Three (3) or More Weeks of Vacation (All Schedules)**

Flight Attendants who have earned three (3) or more weeks of vacation will not be permitted to bid or be assigned three (3) or more weeks of vacation consecutively.

**19.4(I)(5) Overlapping Duty-Free Periods**

The Company is not required to provide additional duty free days due to closely-spaced vacation weeks; *provided*, the Company removes from the schedule the minimum number of work days required by subsection 19.5.

**19.4(J) Tour Swap Provisions**

Two Flight Attendants in the same fleet may “swap” scheduled duty tours; *provided*:

**19.4(J)(1)** No tour swap will result in fewer than three (3) scheduled days off between tours for either Flight Attendant involved in the tour swap.

**19.4(J)(2)** No tour swap will result in the disruption or modification of a scheduled training event.

**19.4(J)(3)** No tour swap will result in the modification of scheduled vacation.

**19.4(J)(4)** Flight Attendants swapping tours must provide the Company with notice of the tour swap at least one (1) week prior to the first affected work day of the two (2) swapped tours on a form mutually agreeable to the parties. The Company will provide written approval or denial to both affected Flight Attendants not more than three business days after the latter swap notice was received.

**19.4(J)(5)** A tour may not be swapped more than once.

**19.4(J)(6)** The Duty Tours involved in the swap request may not differ in duration by more than two days (*e.g.*, a Tour swap cannot involve a seven-day Tour and a four-day Tour).

**19.4(J)(7)** Flight Attendants swapping duty tours of different lengths will voluntarily waive any maximum work day restrictions due to their schedule type.

**19.4(J)(8)** Flight Attendants holding Instructor positions may only swap tours with Flight Attendants holding the same position if either tour being swapped involves scheduled Instructor duties. The Company may also deny a requested swap if granting the swap would result in the complete loss of Instructor coverage on any day involved in the swap

**19.4(J)(9)** Flight Attendants who swap tours will not be entitled to additional compensation, extended day pay, or additional days off solely as a result of the tour swap; however, a Flight Attendant will be eligible to receive overtime, extended days and after-midnight compensation, compensatory days, and recovery time based on work performed on the swapped tour.

## **19.5 Transitioning Between Schedules**

### **19.5(A) Transitioning from 7 & 7 Schedule to Flight Attendant Choice Schedule**

When a Flight Attendant transitions from the 7 & 7 Schedule to the Flight Attendant Choice Schedule, a single Duty Tour may overlap both schedules. An overlapping duty tour will be scheduled for no longer than the maximum duty tour permitted by subsection 19.1(B). Further, Flight Attendants who are required to work an overlapping tour will be scheduled for the minimum number of required days off set forth in subsection 19.1(B) following such duty tour.

### **19.5(B) Transitioning from Flight Attendant Choice Schedule to 7&7 Schedule**

A Flight Attendant who transitions from the Flight Attendant Choice Schedule to the 7 & 7 Schedule will be scheduled for the minimum number of days off required by subsections 19.1(B), as applicable, preceding the first day of her first duty tour on the 7&7 Schedule.

### **19.5(C) Transitioning between 7 & 7 Schedules**

A seam period will begin on the Friday prior to the first day of each schedule period identified in subsection 19.2(B). Flight Attendants who bid from one 7 & 7 Schedule to another 7 & 7 Schedule will be scheduled during the seam period in accordance with the seam tables set forth in subsection 19.9. The provisions of subsection 19.5(C) will have no application to a Flight Attendant who transitions from the 7 & 7 Schedule to another work schedule or from another work schedule to the 7 & 7 Schedule. The provisions of subsections 19.5(C)(1) - (2) will have no application during a closed bid period.

**19.5(C)(1)** During the open bidding period described in subsection 19.2(B)(1), the Company may eliminate 7 & 7 lines in accordance with subsection 19.5(C)(2).

**19.5(C)(2)** On the last day of the seam period, the Company will calculate the total number of scheduled work days for each Flight Attendant who maintained the 7&7 schedule during the preceding 12 month period (52 or 53 weeks commencing on the last day of the seam period in the prior year). During the seam period, the Company may drop scheduled work days in excess of 182 work days during a year that contained 52 weeks or 186 scheduled work days during a year that contained 53 weeks, as applicable, from the Flight Attendant's schedule during the seam period for purposes of reducing the total number of scheduled work days for the Flight Attendant in the preceding year. Days dropped shall be at the start or end of a tour and published with the applicable operational schedule. If, after any work days are dropped, a Flight Attendant had more than 182 scheduled work days during a year that contained 52 weeks or 186 scheduled work days during a year that contained 53 weeks, then the Company will compensate the Flight Attendant at the normal daily rate for all scheduled workdays in excess of 182 or 186, as applicable.

## **19.6 Voluntary Extended Work Days**

### **19.6(A) 7 & 7 Schedule**

Flight Attendants on the 7 & 7 Schedule may, upon request, volunteer to work additional work days ("voluntary extended days"). Flight Attendants will be paid the extended day rate set forth in Section 27.5 for each voluntary extended day worked. Notwithstanding the general description set forth in subsection 19.1(A), Flight Attendants on the 7 & 7 Schedule who voluntarily work additional days will not receive additional days off the schedule, unless such additional days off are required by another provision of this Agreement. A Flight Attendant may elect to receive a compensatory day(s) off in lieu of extended day(s) earned under this subsection, and such days shall not count against the twelve (12) paid extended day limit. All compensatory days off earned under this subsection must be used consecutively at the start or end of the next non-training duty tour that does not contain a NetJets peak day. A Flight Attendant who wishes to use a compensatory day off under this subsection will send written notice (e.g., e-mail) to the Company's designee no later than the day after the applicable extended day. If notice is not sent in a timely manner, the default option will be to pay the extended day. A Flight Attendant will not be eligible to be paid for more than twelve (12) voluntary extended days per calendar year offered in accordance with the provisions of this subsection. Compensatory days off do not count toward the aforementioned limit.

**19.6(B) Flight Attendant Choice Schedule**

Flight Attendants on the Flight Attendant Choice Schedule may, upon request, volunteer to work additional work days (“voluntary extended days”). Flight Attendants will be paid the extended day rate set forth in Section 27.5 for each voluntary extended day worked. Voluntary extended days will not be counted in determining the number of required days worked during a calendar month pursuant to subsection 19.1(B) and the number of required days off in a calendar month pursuant to subsection 19.1(B). A Flight Attendant may elect to receive a compensatory day(s) off in lieu of extended day(s) earned under this subsection. All compensatory days off earned under this subsection must be used consecutively at the start or end of the next non-training duty tour that does not contain a NetJets peak day. A Flight Attendant who wishes to use a compensatory day off under this subsection will send written notice (e.g., e-mail) to the Company’s designee no later than the day after the applicable extended day. If notice is not sent in a timely manner, the default option will be to pay the extended day. A Flight Attendant will not be eligible to be paid for voluntary extended days offered in accordance with the provisions of this subsection in excess of the following bid period limits:

Schedule	Maximum Number of Paid Extended Days / Year
Flight Attendant Choice 52	12
Flight Attendant Choice 60	12
Flight Attendant Choice 72	Unlimited
Flight Attendant Choice 76	Unlimited

Compensatory days off do not count toward the aforementioned limit.

**19.6(C) Ad Hoc Post-Publication Tour Slides – Flight Attendant Initiated**

Flight Attendants may request that the Company slide a scheduled tour up to five (5) days in either direction. Granting of tour slides will occur after schedule publication and will be at the Company’s discretion.

**19.6(D) Ad Hoc Post-Publication Tour Slides – Company Initiated**

The Company may request, and a Flight Attendant may agree to a voluntary tour slide of up to five days in either direction after the schedule has been published. In the event such a tour slide request is denied by a Flight Attendant, the Company will not repeat the same request

of the Flight Attendant. All requests and answers made pursuant to this subsection will be in writing (e.g., email). No Flight Attendant will be disciplined or otherwise retaliated against for refusing a tour slide requested by the Company. If the Company initiates the solicitation for the tour slide, it shall pay the Flight Attendant who accepts and does in fact work the slide a pay premium equal to ½ of her normal daily rate for each day slid (e.g., a Friday start Flight Attendant who agrees to slide her tour forward by two days to start on Wednesday receives 1 daily rate). A Flight Attendant who does not actually work on one or more days slid pursuant to this subsection will not receive the pay premium. A Flight Attendant will be granted no more than three (3) company-initiated tour slides in a bid period; *provided*, that a tour slide will not count against the aforementioned limit if all Flight Attendants on a particular start date are offered the opportunity to slide their tour and the tour slide(s) are awarded on the basis of seniority. When all eligible Flight Attendants are offered the opportunity in accordance with the previous sentence, the solicitation shall state that the offer is made to all Flight Attendants.

### **19.7 Voluntary Additional Work Day Program**

The Company may solicit volunteers in a fleet to work Voluntary Additional Work Days (VAWDs) in a calendar month. The following will apply to the VAWD Program:

**19.7(A)** The solicitation for VAWDs will be made no later than the 19<sup>th</sup> day of the prior month and will remain open to volunteers for at least two (2) business days.

**19.7(B)** The Company will determine the number of VAWDs that will be awarded in a fleet and in the month. The Company shall publish the specific dates in the calendar month that are available for bidding by fleet. After Flight Attendants bid for specific date(s), VAWDs will be awarded on the basis of seniority in the fleet, with the second most senior Flight Attendant who requests one VAWD being awarded her VAWD before a more senior Flight Attendant who requested two VAWDs is awarded her second VAWD, etc. A Flight Attendant will only be awarded a VAWD or series of VAWDs that occur(s) at the beginning or end of a tour that is expected to include only line flying (e.g., a tour that does not contain only a training event or administrative/"office" duty). No Flight Attendant will be awarded more than three (3) VAWDs in a month. The Company will not award a VAWD(s) if it results in less than three (3) days off between tours.

**19.7(C)** A Flight Attendant is not entitled to additional duty-free days as a result of VAWD(s) award.

**19.7(D)** A Flight Attendant who is awarded VAWDs will be advised of the award no later than the 24<sup>th</sup> day of the prior month. The Company shall post all VAWD awards on the Flight Attendant ops website.

**19.7(E)** Each scheduled VAWD will be paid at the extended day rate. A Flight Attendant who becomes unavailable for duty on a VAWD for any reason will not receive the payment.

**19.7(F)** VAWDs do not count toward the paid extended day limits set in subsection 19.6.

### **19.8 Last Work Day Scheduling**

**19.8(A)** A Flight Attendant not returned to her base by 2200 of her last work day for reasons outside her control will be paid hourly overtime for all duty after 2200 if: (1) the Flight Attendant's preceding rest period is more than four hours greater than her minimum required rest period; (2) the Flight Attendant did not begin flight duty at any time in the duty period; and (3) there were commercial airline options that would have returned the Flight Attendant to her base prior to 2200. For purposes of applying (1) above only, Reserve Duty at the hotel will be considered rest. There shall be no pyramiding of overtime. This subsection 19.8(A) shall not apply when 19.8(B) applies.

**19.8(A)(1)** On the first anniversary of this Agreement, the references to 2200 in 19.8(A) shall be converted to 2100.

**19.8(A)(2)** On the second anniversary of this Agreement, the references to 2100 in the 19.8(A), as modified by 19.8(A)(1), shall be converted to 2000.

**19.8(B)** A Flight Attendant not returned to her base by 2400 local time of her last work day for reasons outside of her control will be paid two (2) extended day as provided in subsection 27.2(C). In addition, the Flight Attendant's starting time on her next scheduled work day will be no earlier than the time she returned to her base on her first scheduled day off. A Flight Attendant returning after 1200 local on her first scheduled day off will be relieved from duty on the first scheduled work day of her next tour. Flight Attendants are not required to exceed maximum duty period limitations in order to meet the last work day schedule; however, Flight

Attendants are otherwise required to make reasonable efforts to fulfill the Company schedule. The parties will continue to follow current practices regarding proof of arrival time.

**19.8(B)(1)** Section 19.8 will apply with respect to returns after 2400 local time on the Flight Attendant's first scheduled day off and on each consecutive scheduled day off thereafter.

**19.8(B)(2)** In the event the first day of the next tour is a scheduled training event and the Company would otherwise be required to provide either (1) time off; or (2) a complete day off pursuant to the application of subsection 19.8, the Flight Attendant will attend the training event (including travel) and receive one (1) extended day as provided in Section 27.2(C) in lieu of time off.

**19.8(B)(3)** A Flight Attendant not returned to her base by 2400 local time of her last workday, for reasons outside her control, will be provided with the first available normally used mode of transportation (i.e., airline, sedan with driver, rental car or taxi) scheduled to return the Flight Attendant to her base at the earliest time, consistent with her rest period limitations. Subsection 28.5 "show/go" times will apply unless waived.

### **19.9 Seam Tables**

To effectuate the scheduling of Flight Attendants who are transitioning from one 7 & 7 Schedule to another as set forth in subsection 19.5(C), the Company will utilize either "Seam Table 19.9(A)" or "Seam Table 19.9(B)" as indicated below.

See Next Page

<b>Bid Period Commencing</b>	<b>Transition Table To Be Used</b>	<b>Bid Period Commencing</b>	<b>Transition Table To Be Used</b>
February of 2015	A	February of 2022	B
June of 2015	B	June of 2022	A
October of 2015	A	October of 2022	A
February of 2016	A	February of 2023	B
June of 2016	B	June of 2023	A
October of 2016	B	October of 2023	A
February of 2017	A	February of 2024	B
June of 2017	B	June of 2024	B
October of 2017	B	October of 2024	A
February of 2018	A	February of 2025	A
June of 2018	B	June of 2025	B
October of 2018	B	October of 2025	A
February of 2019	A	February of 2026	A
June of 2019	A	June of 2026	B
October of 2019	B	October of 2026	A
February of 2020	B	February of 2027	A
June of 2020	A	June of 2027	B
October of 2020	B	October of 2027	A
February of 2021	B	February of 2028	A
June of 2021	A	June of 2028	B
October of 2021	B	October of 2028	B

See next page for Seam Tables

### Seam Table 19.9(A) Monday Starts

Seam Table 19.9(A) Monday Starts																													
Line From	Seam Period																										Line To		
	F	SA	SU	M	T	W	TH	F	SA	SU	M	T	W	TH	F	SA	SU	M	T	W	TH	F	SA	SU	M	T		W	TH
11				X	X	X	X	X	X	X					X	X	X	X	X				X	X	X	X	X	X	1
11				X	X	X	X	X	X	X					X	X	X	X	X					X	X	X	X	X	2
11				X	X	X	X	X	X	X					X	X	X	X	X						X	X	X	X	3
11				X	X	X	X	X	X	X					X	X	X	X	X							X	X	X	4
11				X	X	X	X	X	X	X					X	X	X	X	X							X	X	X	5
11				X	X	X	X	X	X	X						X	X	X	X	X						X	X		6
11				X	X	X	X	X	X	X						X	X	X	X	X	X						X		7
11				X	X	X	X	X	X	X						X	X	X	X	X	X	X							8
11				X	X	X	X	X	X	X							X	X	X	X	X	X	X						9
11				X	X	X	X	X	X	X								X	X	X	X	X	X	X					10
11				X	X	X	X	X	X	X								X	X	X	X	X	X	X	X				11
11				X	X	X	X	X	X					X	X	X	X	X					X	X	X	X			12
11				X	X	X	X	X	X	X					X	X	X	X	X					X	X	X	X		13
11				X	X	X	X	X	X	X					X	X	X	X	X					X	X	X	X		14
	F	SA	SU	M	T	W	TH	F	SA	SU	M	T	W	TH	F	SA	SU	M	T	W	TH	F	SA	SU	M	T	W	TH	
4	X	X	X								X	X	X	X	X	X	X						X	X	X	X	X	X	1
4	X	X	X								X	X	X	X	X	X	X							X	X	X	X	X	2
4	X	X	X								X	X	X	X	X	X	X								X	X	X	X	3
4	X	X	X								X	X	X	X	X	X	X								X	X	X	X	4
4	X	X	X								X	X	X	X	X	X	X								X	X	X	X	5
4	X	X	X							X	X	X	X	X				X	X	X	X	X					X	X	6
4	X	X	X							X	X	X	X	X				X	X	X	X	X						X	7
4	X	X	X							X	X	X	X	X				X	X	X	X	X							8
4	X	X	X							X	X	X	X	X				X	X	X	X	X	X						9
4	X	X	X								X	X	X	X	X				X	X	X	X	X	X					10
4	X	X	X								X	X	X	X	X				X	X	X	X	X	X					11
4	X	X	X								X	X	X	X	X				X	X	X	X	X	X	X				12
4	X	X	X								X	X	X	X	X				X	X	X	X	X	X	X				13
4	X	X	X								X	X	X	X	X	X				X	X	X	X	X	X	X			14

### Seam Table 19.9(A) Tuesday Starts

Seam Table 19.9(A) Tuesday Starts																													
Line From	Seam Period																										Line To		
	F	SA	SU	M	T	W	TH	F	SA	SU	M	T	W	TH	F	SA	SU	M	T	W	TH	F	SA	SU	M	T	W	TH	
5	x	x	x	x							x	x	x	x	x	x	x											1	
5	x	x	x	x								x	x	x	x	x	x	x										2	
5	x	x	x	x								x	x	x	x	x	x	x										3	
5	x	x	x	x								x	x	x	x	x	x	x										4	
5	x	x	x	x								x	x	x	x	x	x	x										5	
5	x	x	x	x								x	x	x	x	x	x	x										6	
5	x	x	x	x								x	x	x	x	x	x	x										7	
5	x	x	x	x								x	x	x	x	x	x	x										8	
5	x	x	x	x								x	x	x	x	x	x	x										9	
5	x	x	x	x								x	x	x	x	x	x	x										10	
5	x	x	x	x								x	x	x	x	x	x	x										11	
5	x	x	x	x								x	x	x	x	x	x	x										12	
5	x	x	x	x								x	x	x	x	x	x	x										13	
5	x	x	x	x								x	x	x	x	x	x	x										14	
	F	SA	SU	M	T	W	TH	F	SA	SU	M	T	W	TH	F	SA	SU	M	T	W	TH	F	SA	SU	M	T	W	TH	
12					x	x	x	x	x	x				x	x	x	x	x										1	
12					x	x	x	x	x	x				x	x	x	x	x										2	
12					x	x	x	x	x	x				x	x	x	x	x										3	
12					x	x	x	x	x	x				x	x	x	x	x										4	
12					x	x	x	x	x	x				x	x	x	x	x										5	
12					x	x	x	x	x	x				x	x	x	x	x										6	
12					x	x	x	x	x	x				x	x	x	x	x										7	
12					x	x	x	x	x	x				x	x	x	x	x										8	
12					x	x	x	x	x	x				x	x	x	x	x										9	
12					x	x	x	x	x	x				x	x	x	x	x										10	
12					x	x	x	x	x	x				x	x	x	x	x										11	
12					x	x	x	x	x	x				x	x	x	x	x										12	
12					x	x	x	x	x	x				x	x	x	x	x										13	
12					x	x	x	x	x	x				x	x	x	x	x										14	

**Seam Table 19.9(A) Wednesday Starts**

Line From	Seam																												Line To
	F	SA	SU	M	T	W	TH	F	SA	SU	M	T	W	TH	F	SA	SU	M	T	W	TH	F	SA	SU	M	T	W	TH	
13						X	X	X	X	X				X	X	X	X	X				X	X	X	X	X	X	X	1
13						X	X	X	X	X	X				X	X	X	X	X				X	X	X	X	X	X	2
13						X	X	X	X	X	X				X	X	X	X	X				X	X	X	X	X	X	3
13						X	X	X	X	X	X				X	X	X	X	X				X	X	X	X	X	X	4
13						X	X	X	X	X	X				X	X	X	X	X				X	X	X	X	X	X	5
13						X	X	X	X	X	X				X	X	X	X	X				X	X	X	X	X	X	6
13						X	X	X	X	X	X				X	X	X	X	X	X				X	X	X	X	X	7
13						X	X	X	X	X	X				X	X	X	X	X	X	X				X	X	X	X	8
13						X	X	X	X	X	X	X				X	X	X	X	X	X	X				X	X	X	9
13						X	X	X	X	X	X	X				X	X	X	X	X	X	X	X				X	X	10
13						X	X	X	X	X	X	X				X	X	X	X	X	X	X	X	X				X	11
13						X	X	X	X	X	X	X				X	X	X	X	X	X	X	X	X	X				12
13						X	X	X	X	X	X	X				X	X	X	X	X	X	X	X	X	X	X			13
13						X	X	X	X	X	X	X			X	X	X	X	X	X	X	X	X	X	X	X			14
Line From	F	SA	SU	M	T	W	TH	F	SA	SU	M	T	W	TH	F	SA	SU	M	T	W	TH	F	SA	SU	M	T	W	TH	Line To
6	X	X	X	X	X						X	X	X	X	X	X	X					X	X	X	X	X	X	X	1
6	X	X	X	X	X							X	X	X	X	X	X	X					X	X	X	X	X	X	2
6	X	X	X	X	X							X	X	X	X	X	X	X					X	X	X	X	X	X	3
6	X	X	X	X	X							X	X	X	X	X	X	X					X	X	X	X	X	X	4
6	X	X	X	X	X							X	X	X	X	X	X	X					X	X	X	X	X	X	5
6	X	X	X	X	X							X	X	X	X	X	X	X	X					X	X	X	X	X	6
6	X	X	X	X	X							X	X	X	X	X	X	X	X					X	X	X	X	X	7
6	X	X	X	X	X				X	X	X	X	X				X	X	X	X	X				X	X	X	X	8
6	X	X	X	X	X				X	X	X	X	X				X	X	X	X	X	X				X	X	X	9
6	X	X	X	X	X				X	X	X	X	X				X	X	X	X	X	X	X				X	X	10
6	X	X	X	X	X				X	X	X	X	X				X	X	X	X	X	X	X	X				X	11
6	X	X	X	X	X				X	X	X	X	X				X	X	X	X	X	X	X	X	X				12
6	X	X	X	X	X				X	X	X	X	X				X	X	X	X	X	X	X	X	X	X			13
6	X	X	X	X	X				X	X	X	X	X				X	X	X	X	X	X	X	X	X	X			14

### Seam Table 19.9(A) Thursday Starts

Seam Table 19.9(A) Thursday Starts																														
Line From	Seam Period																										Line To			
	F	SA	SU	M	T	W	TH	F	SA	SU	M	T	W	TH	F	SA	SU	M	T	W	TH	F	SA	SU	M	T	W	TH		
7	x	x	x	x	x	x					X	x	x	x	x	x	x												1	
7	x	x	x	x	x	x						x	x	x	x	x	x	x												2
7	x	x	x	x	x	x						x	x	x	x	x	x	x												3
7	x	x	x	x	x	x						x	x	x	x	x	x	x												4
7	x	x	x	x	x	x						x	x	x	x	x	x	x												5
7	x	x	x	x	x	x							x	x	x	x	x	x	x											6
7	x	x	x	x	x	x							x	x	x	x	x	x	x	x										7
7	x	x	x	x	x	x							x	x	x	x	x	x	x	x										8
7	x	x	x	x	x	x								x	x	x	x	x	x	x	x									9
7	x	x	x	x	x	x								x	x	x	x	x	x	x	x	x								10
7	x	x	x	x	x	x								x	x	x	x	x	x	x	x	x								11
7	x	x	x	x	x	x								x	x	x	x	x	x	x	x	x								12
7	x	x	x	x	x	x								x	x	x	x	x	x	x	x	x								13
7	x	x	x	x	x	x								x	x	x	x	x	x	x	x	x								14
	F	SA	SU	M	T	W	TH	F	SA	SU	M	T	W	TH	F	SA	SU	M	T	W	TH	F	SA	SU	M	T	W	TH		
14							x	x	x	x	x	x	x																	1
14							x	x	x	x	x				x	x	x	x	x											2
14							x	x	x	x	x				x	x	x	x	x											3
14							x	x	x	x	x				x	x	x	x	x											4
14							x	x	x	x	x				x	x	x	x	x											5
14							x	x	x	x	x				x	x	x	x	x											6
14							x	x	x	x	x				x	x	x	x	x	x										7
14							x	x	x	x	x				x	x	x	x	x	x										8
14							x	x	x	x	x					x	x	x	x	x	x									9
14							x	x	x	x	x	x					x	x	x	x	x	x								10
14							x	x	x	x	x	x						x	x	x	x	x								11
14							x	x	x	x	x	x							x	x	x	x								12
14							x	x	x	x	x	x								x	x									13
14							x	x	x	x	x	x								x	x									14

**Seam Table 19.9(A) Friday Starts**

Line From		Seam Period																								Line To			
	F	SA	SU	M	T	W	TH	F	SA	SU	M	T	W	TH	F	SA	SU	M	T	W	TH	F	SA	SU	M	T	W	TH	
1								x	x	x	x	x	x	x								x	x	x	x	x	x	x	1
1															x														2
1								x	x	x	x	x																	3
1								x	x	x	x	x																	4
1								x	x	x	x	x	x																5
1								x	x	x	x	x	x																6
1								x	x	x	x	x	x																7
1								x	x	x	x	x	x																8
1								x	x	x	x	x	x																9
1								x	x	x	x	x	x																10
1								x	x	x	x	x	x	x															11
1								x	x	x	x	x	x	x															12
1								x	x	x	x	x	x	x															13
1								x	x	x	x	x	x	x															14
	F	SA	SU	M	T	W	TH	F	SA	SU	M	T	W	TH	F	SA	SU	M	T	W	TH	F	SA	SU	M	T	W	TH	
8	x	x	x	x	x	x	x																						1
8	x	x	x	x	x	x	x																						2
8	x	x	x	x	x	x	x																						3
8	x	x	x	x	x	x	x																						4
8	x	x	x	x	x	x	x																						5
8	x	x	x	x	x	x	x																						6
8	x	x	x	x	x	x	x																						7
8	x	x	x	x	x	x	x																						8
8	x	x	x	x	x	x	x																						9
8	x	x	x	x	x	x	x																						10
8	x	x	x	x	x	x	x																						11
8	x	x	x	x	x	x	x																						12
8	x	x	x	x	x	x	x																						13
8	x	x	x	x	x	x	x																						14

### Seam Table 19.9(A) Saturday Starts

Seam Table 19.9(A) Saturday Starts																													
Line From		Seam Period																								Line To			
	F	SA	SU	M	T	W	TH	F	SA	SU	M	T	W	TH	F	SA	SU	M	T	W	TH	F	SA	SU	M	T	W	TH	
9		x	x	x	x	x	x	x				x	x	x	x	x	x	x					x	x	x	x	x	x	1
9		x	x	x	x	x	x	x				x	x	x	x	x	x	x						x	x	x	x	x	2
9		x	x	x	x	x	x	x				x	x	x	x	x	x	x						x	x	x	x	x	3
9		x	x	x	x	x	x	x				x	x	x	x	x	x	x							x	x	x	x	4
9		x	x	x	x	x	x	x				x	x	x	x	x	x	x							x	x	x		5
9		x	x	x	x	x	x	x					x	x	x	x	x	x	x							x	x		6
9		x	x	x	x	x	x	x						x	x	x	x	x	x	x							x		7
9		x	x	x	x	x	x	x							x	x	x	x	x	x	x								8
9		x	x	x	x	x	x	x								x	x	x	x	x	x	x							9
9		x	x	x	x	x	x					x	x	x	x					x	x	x	x						10
9		x	x	x	x	x	x	x				x	x	x	x	x				x	x	x	x						11
9		x	x	x	x	x	x	x				x	x	x	x	x				x	x	x	x	x					12
9		x	x	x	x	x	x	x				x	x	x	x	x				x	x	x	x	x					13
9		x	x	x	x	x	x	x					x	x	x	x	x				x	x	x	x	x				14
	F	SA	SU	M	T	W	TH	F	SA	SU	M	T	W	TH	F	SA	SU	M	T	W	TH	F	SA	SU	M	T	W	TH	
2	x								x	x	x	x	x	x	x								x	x	x	x	x	x	1
2	x								x	x	x	x	x	x	x									x	x	x	x	x	2
2	x									x	x	x	x	x	x	x								x	x	x	x	x	3
2	x								x	x	x	x	x				x	x	x	x	x				x	x	x	x	4
2	x								x	x	x	x	x				x	x	x	x	x					x	x	x	5
2	x								x	x	x	x	x				x	x	x	x	x					x	x		6
2	x								x	x	x	x	x				x	x	x	x	x						x		7
2	x								x	x	x	x	x				x	x	x	x	x								8
2	x								x	x	x	x	x	x				x	x	x	x	x							9
2	x									x	x	x	x	x	x					x	x	x	x						10
2	x									x	x	x	x	x	x					x	x	x	x	x					11
2	x									x	x	x	x	x	x					x	x	x	x	x					12
2	x								x	x	x	x	x	x	x					x	x	x	x	x					13
2	x									x	x	x	x	x	x						x	x	x	x	x				14

### Seam Table 19.9(A) Sunday Starts

Seam Table 19.9(A) Sunday Starts																													
Line From		Seam Period																								Line To			
	F	SA	SU	M	T	W	TH	F	SA	SU	M	T	W	TH	F	SA	SU	M	T	W	TH	F	SA	SU	M	T	W	TH	
3	x	x								x	x	x	x	x	x	x						x	x	x	x	x	x	x	1
3	x	x								x	x	x	x	x	x	x							x	x	x	x	x	x	2
3	x	x								x	x	x	x	x	x	x								x	x	x	x	x	3
3	x	x									x	x	x	x	x	x	x								x	x	x	x	4
3	x	x								x	x	x	x	x			x	x	x	x	x					x	x	x	5
3	x	x								x	x	x	x	x			x	x	x	x	x						x	x	6
3	x	x								x	x	x	x	x			x	x	x	x	x							x	7
3	x	x								x	x	x	x	x			x	x	x	x	x								8
3	x	x								x	x	x	x	x			x	x	x	x	x								9
3	x	x									x	x	x	x	x					x	x	x					x	x	10
3	x	x									x	x	x	x	x					x	x	x					x	x	11
3	x	x										x	x	x	x	x					x	x	x				x	x	12
3	x	x										x	x	x	x	x					x	x					x	x	13
3	x	x									x	x	x	x	x						x	x					x	x	14
	F	SA	SU	M	T	W	TH	F	SA	SU	M	T	W	TH	F	SA	SU	M	T	W	TH	F	SA	SU	M	T	W	TH	
10			x	x	x	x	x	x	x				x	x	x	x	x	x					x	x	x	x	x	x	1
10			x	x	x	x	x	x	x				x	x	x	x	x	x						x	x	x	x	x	2
10			x	x	x	x	x	x	x				x	x	x	x	x	x							x	x	x	x	3
10			x	x	x	x	x	x	x				x	x	x	x	x	x							x	x	x	x	4
10			x	x	x	x	x	x	x				x	x	x	x	x	x								x	x	x	5
10			x	x	x	x	x	x	x				x	x	x	x	x	x									x	x	6
10			x	x	x	x	x	x	x					x	x	x	x	x	x									x	7
10			x	x	x	x	x	x	x						x	x	x	x	x	x							x	x	8
10			x	x	x	x	x	x	x							x	x	x	x	x	x						x	x	9
10			x	x	x	x	x	x	x								x	x	x	x	x						x	x	10
10			x	x	x	x	x	x	x				x	x	x	x	x										x	x	11
10			x	x	x	x	x	x	x				x	x	x	x	x										x	x	12
10			x	x	x	x	x	x	x				x	x	x	x	x										x	x	13
10			x	x	x	x	x	x	x				x	x	x	x	x										x	x	14

### Seam Table 19.9(B) Monday Starts

Line From		Seam Period																				Line To					
		F	S	S	M	T	W	T	H	F	S	S	M	T	W	T	H	F	S	S	M	T	W	T	H		
		A	U							A	U							A	U								
4				x	x	x	x	x	x	x	x							x	x	x	x	x	x	x		1	
4				x	x	x	x	x	x	x	x								x	x	x	x	x	x	x		2
4				x	x	x	x	x	x	x	x									x	x	x	x	x	x		3
4				x	x	x	x	x	x	x	x										x	x	x	x	x		4
4				x	x	x	x	x	x	x				x	x	x	x								x		5
4				x	x	x	x	x	x	x				x	x	x	x	x							x		6
4				x	x	x	x	x	x	x				x	x	x	x	x							x		7
4				x	x	x	x	x	x	x				x	x	x	x	x							x		8
4				x	x	x	x	x	x	x				x	x	x	x	x							x		9
4				x	x	x	x	x	x	x				x	x	x	x	x							x		10
4				x	x	x	x	x	x	x				x	x	x	x	x							x		11
4				x	x	x	x	x	x	x				x	x	x	x	x							x		12
4				x	x	x	x	x	x	x				x	x	x	x	x							x		13
4				x	x	x	x	x	x	x				x	x	x	x	x							x		14
		F	S	S	M	T	W	T	H	F	S	S	M	T	W	T	H	F	S	S	M	T	W	T	H		
		A	U							A	U							A	U								
11		x	x	x						x	x	x	x	x							x	x	x	x	x		1
11		x	x	x						x	x	x	x	x							x	x	x	x	x		2
11		x	x	x								x	x	x	x	x						x	x	x	x		3
11		x	x	x								x	x	x	x	x							x	x	x		4
11		x	x	x								x	x	x	x	x							x	x	x		5
11		x	x	x								x	x	x	x	x							x	x	x		6
11		x	x	x								x	x	x	x	x							x	x	x		7
11		x	x	x								x	x	x	x	x							x	x	x		8
11		x	x	x								x	x	x	x	x							x	x	x		9
11		x	x	x								x	x	x	x	x							x	x	x		10
11		x	x	x								x	x	x	x	x							x	x	x		11
11		x	x	x								x	x	x	x	x							x	x	x		12
11		x	x	x								x	x	x	x	x							x	x	x		13
11		x	x	x								x	x	x	x	x							x	x	x		14

### Seam Table 19.9(B) Tuesday Starts

Seam Table 19.9(B) Tuesday Starts																													
Line From	Seam Period																										Line To		
	F	SA	SU	M	T	W	TH	F	SA	SU	M	T	W	TH	F	SA	SU	M	T	W	TH	F	SA	SU	M	T		W	TH
12	x	x	x	x				x	x	x	x	x				x	x	x	x	x								1	
12	x	x	x	x				x	x	x	x	x				x	x	x	x	x	x	x						2	
12	x	x	x	x				x	x	x	x	x				x	x	x	x	x	x	x	x					3	
12	x	x	x	x						x	x	x	x	x					x	x	x	x	x	x				4	
12	x	x	x	x						x	x	x	x	x					x	x	x	x	x	x				5	
12	x	x	x	x							x	x	x	x	x					x	x	x	x	x				6	
12	x	x	x	x							x	x	x	x	x	x					x	x	x	x	x			7	
12	x	x	x	x							x	x	x	x	x	x					x	x	x	x	x	x		8	
12	x	x	x	x								x	x	x	x	x	x							x	x	x	x	9	
12	x	x	x	x								x	x	x	x	x	x								x	x	x	10	
12	x	x	x	x								x	x	x	x	x	x									x	x	11	
12	x	x	x	x								x	x	x	x	x	x									x	x	12	
12	x	x	x	x								x	x	x	x	x	x										x	13	
12	x	x	x	x								x	x	x	x	x	x										x	14	
	F	SA	SU	M	T	W	TH	F	SA	SU	M	T	W	TH	F	SA	SU	M	T	W	TH	F	SA	SU	M	T	W	TH	
5				x	x	x	x	x	x	x					x	x	x	x	x	x								1	
5				x	x	x	x	x	x	x					x	x	x	x	x	x	x							2	
5				x	x	x	x	x	x	x							x	x	x	x	x	x	x					3	
5				x	x	x	x	x	x	x							x	x	x	x	x	x	x	x				4	
5				x	x	x	x	x	x	x									x	x	x	x						5	
5				x	x	x	x	x	x	x					x	x	x	x	x							x	x	6	
5				x	x	x	x	x	x	x					x	x	x	x	x							x	x	7	
5				x	x	x	x	x	x	x					x	x	x	x	x							x	x	8	
5				x	x	x	x	x	x	x					x	x	x	x	x							x	x	9	
5				x	x	x	x	x	x	x					x	x	x	x	x								x	10	
5				x	x	x	x	x	x	x					x	x	x	x	x								x	11	
5				x	x	x	x	x	x	x					x	x	x	x	x								x	12	
5				x	x	x	x	x	x	x					x	x	x	x	x								x	13	
5				x	x	x	x	x	x	x					x	x	x	x	x	x							x	14	

### Seam Table 19.9(B) Wednesday Starts

Seam Table 19.9(B) Wednesday Starts																													
Line From	Seam Period																										Line To		
	F	SA	SU	M	T	W	TH	F	SA	SU	M	T	W	TH	F	SA	SU	M	T	W	TH	F	SA	SU	M	T	W	TH	
6						X	X	X	X	X	X				X	X	X	X	X	X	X	X						1	
6						X	X	X	X	X	X					X	X	X	X	X	X	X	X					2	
6						X	X	X	X	X	X						X	X	X	X	X	X	X	X				3	
6						X	X	X	X	X	X						X	X	X	X	X	X	X	X				4	
6						X	X	X	X	X	X						X	X	X	X	X	X	X	X				5	
6						X	X	X	X	X	X						X	X	X	X	X	X	X	X				6	
6						X	X	X	X	X				X	X	X	X	X	X	X				X	X	X	X	7	
6						X	X	X	X	X				X	X	X	X	X	X				X	X	X	X	X	8	
6						X	X	X	X	X				X	X	X	X	X	X					X	X	X	X	9	
6						X	X	X	X	X				X	X	X	X	X	X					X	X	X	X	10	
6						X	X	X	X	X				X	X	X	X	X	X					X	X	X	X	11	
6						X	X	X	X	X				X	X	X	X	X	X						X	X	X	12	
6						X	X	X	X	X				X	X	X	X	X	X						X	X	X	13	
6						X	X	X	X	X				X	X	X	X	X	X	X							X	14	
	F	SA	SU	M	T	W	TH	F	SA	SU	M	T	W	TH	F	SA	SU	M	T	W	TH	F	SA	SU	M	T	W	TH	
13	X	X	X	X	X				X	X	X	X	X				X	X	X	X	X							1	
13	X	X	X	X	X					X	X	X	X	X				X	X	X	X	X	X					2	
13	X	X	X	X	X					X	X	X	X	X				X	X	X	X	X	X					3	
13	X	X	X	X	X					X	X	X	X	X				X	X	X	X	X	X	X				4	
13	X	X	X	X	X					X	X	X	X	X				X	X	X	X	X	X	X				5	
13	X	X	X	X	X					X	X	X	X	X				X	X	X	X	X	X	X				6	
13	X	X	X	X	X					X	X	X	X	X				X	X	X	X	X	X	X				7	
13	X	X	X	X	X					X	X	X	X	X	X				X	X	X	X	X	X				8	
13	X	X	X	X	X					X	X	X	X	X	X				X	X	X	X	X	X				9	
13	X	X	X	X	X					X	X	X	X	X	X					X	X	X	X	X				10	
13	X	X	X	X	X					X	X	X	X	X	X					X	X	X	X	X				11	
13	X	X	X	X	X					X	X	X	X	X	X						X	X	X	X				12	
13	X	X	X	X	X					X	X	X	X	X	X	X						X	X	X				13	
13	X	X	X	X	X					X	X	X	X	X	X	X							X	X				14	

### Seam Table 19.9(B) Thursday Starts

Seam Table 19.9(B) Thursday Starts																														
Line From	Seam Period																										Line To			
	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T		W	T	
14	x	x	x	x	x	x							x	x	x	x	x	x	x	x									1	
14	x	x	x	x	x	x				x	x	x	x	x				x	x	x	x	x							2	
14	x	x	x	x	x	x					x	x	x	x	x				x	x	x	x	x						3	
14	x	x	x	x	x	x					x	x	x	x	x				x	x	x	x	x	x					4	
14	x	x	x	x	x	x					x	x	x	x	x				x	x	x	x	x	x	x				5	
14	x	x	x	x	x	x						x	x	x	x	x				x	x	x	x	x	x	x			6	
14	x	x	x	x	x	x						x	x	x	x	x	x				x	x	x	x	x	x			7	
14	x	x	x	x	x	x						x	x	x	x	x	x					x	x	x	x	x	x		8	
14	x	x	x	x	x	x							x	x	x	x	x	x						x	x	x	x		9	
14	x	x	x	x	x	x							x	x	x	x	x	x							x	x	x		10	
14	x	x	x	x	x	x								x	x	x	x	x	x							x	x	x	11	
14	x	x	x	x	x	x									x	x	x	x	x								x	x	12	
14	x	x	x	x	x	x									x	x	x	x	x	x								x	x	13
14	x	x	x	x	x	x										x	x	x	x	x	x								x	14
Line From	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T		
7								x	x	x	x	x			x	x	x	x	x	x	x									1
7								x	x	x	x	x				x	x	x	x	x	x	x	x							2
7								x	x	x	x	x	x					x	x	x	x	x	x	x						3
7								x	x	x	x	x	x						x	x	x	x	x	x	x					4
7								x	x	x	x	x	x							x	x	x	x	x	x	x				5
7								x	x	x	x	x	x								x	x	x	x	x	x				6
7								x	x	x	x	x	x									x	x	x	x	x	x			7
7								x	x	x	x	x	x										x	x	x	x	x	x		8
7								x	x	x	x	x												x	x	x	x	x		9
7								x	x	x	x	x													x	x	x	x		10
7								x	x	x	x	x														x	x	x		11
7								x	x	x	x	x															x	x		12
7								x	x	x	x	x																x		13
7								x	x	x	x	x																	x	14

### Seam Table 19.9(B) Friday Starts

Seam Table 19.9(B) Friday Starts																													
Line From	Seam Period																										Line To		
	F	SA	SU	M	T	W	TH	F	SA	SU	M	T	W	TH	F	SA	SU	M	T	W	TH	F	SA	SU	M	T		W	TH
8								X	X	X	X	X	X					X	X	X	X	X							1
8								X	X	X	X	X	X					X	X	X	X	X	X						2
8								X	X	X	X	X	X					X	X	X	X	X	X		X	X			3
8								X	X	X	X	X	X	X				X	X	X	X	X	X	X					4
8								X	X	X	X	X	X	X				X	X	X	X	X	X	X					5
8								X	X	X	X	X	X	X				X	X	X	X	X	X	X					6
8								X	X	X	X	X	X	X				X	X	X	X	X	X	X					7
8								X	X	X	X	X	X	X										X	X	X	X	X	8
8									X	X	X	X	X	X	X										X	X	X	X	9
8								X	X	X	X	X					X	X	X	X	X					X	X	X	10
8								X	X	X	X	X					X	X	X	X	X					X	X	X	11
8								X	X	X	X	X					X	X	X	X	X					X	X	X	12
8								X	X	X	X	X					X	X	X	X	X						X	X	13
8								X	X	X	X	X					X	X	X	X	X							X	14
Line From	F	SA	SU	M	T	W	TH	F	SA	SU	M	T	W	TH	F	SA	SU	M	T	W	TH	F	SA	SU	M	T	W	TH	Line To
1	X	x	x	x	x	X	x								X	x	x	x	x	x	x	x						1	
1	X	x	x	x	x	X	x								X	x	x	x	x	x	x	x	X					2	
1	X	x	x	x	x	X	x				X	X	X	X	X				X	X	X	X	X	X				3	
1	X	x	x	x	x	X	x				X	X	X	X	X				X	X	X	X	X	X				4	
1	X	x	x	x	x	X	x				X	X	X	X	X				X	X	X	X	X	X				5	
1	X	x	x	x	x	X	x				X	X	X	X	X				X	X	X	X	X	X				6	
1	X	x	x	x	x	X	x				X	X	X	X	X	X			X	X	X	X	X	X				7	
1	X	x	x	x	x	X	x				X	X	X	X	X	X			X	X	X	X	X	X				8	
1	X	x	x	x	x	X	x				X	X	X	X	X	X					X	X	X	X	X	X		9	
1	X	x	x	x	x	X	x				X	X	X	X	X	X					X	X	X	X	X	X		10	
1	X	x	x	x	x	X	x				X	X	X	X	X	X					X	X	X	X	X	X		11	
1	X	x	x	x	x	X	x				X	X	X	X	X	X					X	X	X	X	X	X		12	
1	X	x	x	x	x	X	x				X	X	X	X	X	X					X	X	X	X	X	X		13	
1	X	x	x	x	x	X	x				X	X	X	X	X	X	X				X	X	X	X	X	X		14	

### Seam Table 19.9(B) Saturday Starts

Seam Table 19.9(B) Saturday Starts																													
Line From	Seam Period																										Line To		
	F	SA	SU	M	T	W	TH	F	SA	SU	M	T	W	TH	F	SA	SU	M	T	W	TH	F	SA	SU	M	T		W	TH
2		x	x	x	x	x	x	x							x	x	x	x	x	x	x	x							1
2		x	x	x	x	x	x	x								x	x	x	x	x	x	x	x						2
2		x	x	x	x	x	x				x	x	x	x	x				x	x	x	x	x	x					3
2		x	x	x	x	x	x	x				x	x	x	x	x				x	x	x	x	x					4
2		x	x	x	x	x	x	x				x	x	x	x	x				x	x	x	x	x					5
2		x	x	x	x	x	x	x				x	x	x	x	x				x	x	x	x	x	x				6
2		x	x	x	x	x	x	x				x	x	x	x	x				x	x	x	x	x	x				7
2		x	x	x	x	x	x	x				x	x	x	x	x	x							x	x	x	x	x	8
2		x	x	x	x	x	x	x				x	x	x	x	x	x							x	x	x	x	x	9
2		x	x	x	x	x	x	x				x	x	x	x	x	x								x	x	x	x	10
2		x	x	x	x	x	x	x				x	x	x	x	x	x									x	x	x	11
2		x	x	x	x	x	x	x				x	x	x	x	x	x										x	x	12
2		x	x	x	x	x	x	x				x	x	x	x	x	x	x										x	13
2		x	x	x	x	x	x	x							x	x	x	x	x	x								x	14
Line From	F	SA	SU	M	T	W	TH	F	SA	SU	M	T	W	TH	F	SA	SU	M	T	W	TH	F	SA	SU	M	T	W	TH	Line To
9	x								x	x	x	x	x				x	x	x	x	x								1
9	x								x	x	x	x	x	x				x	x	x	x	x							2
9	x									x	x	x	x	x	x				x	x	x	x	x						3
9	x									x	x	x	x	x	x				x	x	x	x	x	x					4
9	x									x	x	x	x	x	x				x	x	x	x	x	x					5
9	x								x	x	x	x	x	x	x				x	x	x	x	x	x					6
9	x									x	x	x	x	x	x									x	x	x	x	x	7
9	x									x	x	x	x	x	x									x	x	x	x	x	8
9	x									x	x	x	x	x	x										x	x	x	x	9
9	x									x	x	x	x	x	x	x									x	x	x	x	10
9	x									x	x	x	x	x					x	x	x	x	x						11
9	x									x	x	x	x	x													x	x	12
9	x									x	x	x	x	x														x	13
9	x									x	x	x	x	x														x	14

### Seam Table 19.9(B) Sunday Starts

Seam Table 19.9(B) Sunday Starts																																			
Line From	Seam Period																										Line To								
	F	S	A	SU	M	T	W	TH	F	S	A	SU	M	T	W	TH	F	S	A	SU	M	T	W	TH	F	S	A	SU	M	T	W	TH			
10	x	x							x	x	x	x	x	x				x	x	x	x	x	x										1		
10	x	x							x	x	x	x	x	x				x	x	x	x	x	x	x									2		
10	x	x								x	x	x	x	x	x	x				x	x	x	x	x	x								3		
10	x	x								x	x	x	x	x	x	x				x	x	x	x	x	x	x							4		
10	x	x									x	x	x	x	x	x				x	x	x	x	x	x	x	x						5		
10	x	x									x	x	x	x	x	x				x	x	x	x	x	x	x	x						6		
10	x	x									x	x	x	x	x	x					x	x	x	x	x	x	x							7	
10	x	x									x	x	x	x	x	x	x									x	x	x	x	x	x	x		8	
10	x	x									x	x	x	x	x	x	x										x	x	x	x	x	x		9	
10	x	x									x	x	x	x	x	x	x											x	x	x	x	x		10	
10	x	x										x	x	x	x	x	x	x											x	x	x	x		11	
10	x	x							x	x	x	x	x	x					x	x	x	x	x	x					x	x	x		12		
10	x	x							x	x	x	x	x	x					x	x	x	x	x	x						x	x		13		
10	x	x							x	x	x	x	x	x					x	x	x	x	x	x							x		14		
	F	S	A	SU	M	T	W	TH	F	S	A	SU	M	T	W	TH	F	S	A	SU	M	T	W	TH	F	S	A	SU	M	T	W	TH			
3				x	x	x	X	x	x	x							x	x	x	x	x	x	x	x										1	
3				x	x	x	X	x	x	x								x	x	x	x	x	x	x	x									2	
3				x	x	x	X	x	x	x									x	x	x	x	x	x	x	x									3
3				x	x	x	X	x	x					x	x	x	x	x						x	x	x	x	x							4
3				x	x	x	X	x	x	x				x	x	x	x	x						x	x	x	x	x							5
3				x	x	x	X	x	x	x				x	x	x	x	x						x	x	x	x	x							6
3				x	x	x	X	x	x	x				x	x	x	x	x						x	x	x	x	x	x						7
3				x	x	x	X	x	x	x				x	x	x	x	x							x	x	x	x	x	x					8
3				x	x	x	X	x	x	x				x	x	x	x	x								x	x	x	x	x	x				9
3				x	x	x	X	x	x	x				x	x	x	x	x									x	x	x	x	x				10
3				x	x	x	X	x	x	x				x	x	x	x	x											x	x	x				11
3				x	x	x	X	x	x	x				x	x	x	x	x												x	x	x			12
3				x	x	x	X	x	x	x				x	x	x	x	x													x	x			13
3				x	x	x	X	x	x	x					x	x	x	x	x														x		14

End of Seam Tables

Section 19 continued on next page

### **19.10 7 & 7 Tour Slide Program (TSP)**

Flight Attendants on the 7&7 Schedule may elect to participate in the Tour Slide Program (TSP) as described in this Section 19.10. Participation in TSP is voluntary. However, the Company may limit participation in the TSP on a seniority basis in each fleet. If the Company limits the TSP to fewer than 10 percent of Flight Attendants in a fleet during a bid period, it shall not be permitted to offer tour slides under 19.6(D) (Company-Initiated Tour Slides) in that fleet for the duration of the bid period.

#### **19.10(A) Election Process**

A Flight Attendant who elects to participate in the TSP may opt in during each schedule bid period described in Section 19. The bidding materials will provide for an option to participate in the TSP. The election will remain in effect until the Flight Attendant opts out of the TSP during a subsequent schedule bid period.

#### **19.10(B) Protected Tours**

TSP Flight Attendants may select one (1) tour per schedule bid period that the Company cannot slide pursuant to Section 19.10(C) ("Protected Tour"). Tours other than the Protected Tour may be slid at the Company's discretion in accordance with the rules set forth in Section 19.10(C). The designation of a tour as a Protected Tour will have no impact on the Company's rights under subsection 19.4(F).

#### **19.10(C) TSP Tour Slide Rules**

The following rules govern tour slides under the TSP:

- (i)** The Company shall publish tour slides on the operational schedule. The Company may cancel a slide after publication of the operational schedule with the affected Flight Attendant's consent. If a slide is cancelled, the Flight Attendant shall revert to her originally awarded or assigned tour.
  
- (ii)** The Company may slide a tour up to four (4) days in either direction.
  
- (iii)** When the Company applies the Seam Tables set forth in Section 19.9 to TSP Flight Attendants, the Flight Attendant's shifted tour(s), if applicable, shall control for the purpose of 7&7 Schedule transitions.

**(iv)** The Company shall schedule no less than three (3) days off, at their base, between tours that are affected by the TSP Program, including affected tours during the Seam Period. If, as a result of accepting a voluntary extended day, a Flight Attendant has fewer than three days off between slid tours, the Company shall, upon request, slide her tour to the extent necessary to ensure she receives three days off.

**(v)** Tours adjacent to a Flight Attendant's awarded or assigned vacation period may only be slid away from the vacation period, unless the Flight Attendant consents to sliding the tour into her vacation period.

**(vi)** A Flight Attendant originally scheduled to work on a holiday or scheduled to work on a holiday as a result of a tour slide shall receive holiday pay in accordance with the provisions of Section 27.4 (unless she becomes unavailable for duty as described in Section 27.4 on the holiday or, if the tour is slid, on the duty day nearest the holiday).

**(vii)** Except as set forth in this Section 19.10(C), Section 19 applies in full to Flight Attendants who participate in the TSP.

**END OF SECTION 19**

## **SECTION 20: TRAVEL EXPENSE**

### **20.1 Expenses**

When a Flight Attendant is away from her assigned Base at the direction of the Company, including mid-tour overnights at the Base, the Company will book (or approve when the Flight Attendant is directed by the Company to book her own hotel) and reimburse Flight Attendants for the following expenses:

- (i) Lodging in suitable and adequate hotels;
- (ii) Reasonable and necessary transportation expenses; and
- (iii) Charges incurred on behalf of the Company related to operations of the aircraft and passenger services required during flights.

**20.1(A)** A “mid-tour overnight” means a Flight Attendant, whose residence is fifty (50) or more miles away from her assigned Base, has left her assigned Base, at the direction of the Company for the purpose of performing work, and subsequently returned to her assigned Base, during the course of a tour. The Director of Operations, or her designee, may consider exceptions to the fifty (50) mile provision on a case-by-case basis. The Company is not required to provide mid-tour overnight expenses when a Flight Attendant requests to be released to her residence during the mid-tour event. The Company retains sole discretion regarding the release of a Flight Attendant to her residence during a mid-tour overnight event.

### **20.2 Meal Allowance**

A meal allowance will be paid for all hours away from the Flight Attendant’s Base at the direction of the Company for the purpose of performing work, or when a Flight Attendant is assigned duty fifty (50) or more miles from her residence; provided, a meal allowance shall be paid beginning at show-time on the first day of a tour and at show-times thereafter, regardless of Flight Attendant’s location of residence. Any partial hour will be paid as a full hour. Meal receipts, at the Flight Attendant’s election, will be in effect for all operations conducted outside the contiguous U.S. or Foreign Operations. Meal receipts will begin at the time of departure from the contiguous U.S. and will end at arrival to the United States. A Flight Attendant may elect to continue on the hourly rate, if so desired, upon departing the contiguous United States, but may not mix the two options while away from the contiguous United States. The Director of Operations, or her designee, may consider increasing the maximum amounts contained in this Section on a case-by-case basis.

**20.2(A)** The meal allowance is \$1.70 per hour when inside the contiguous United States.

**20.2(B)** The meal allowance is \$2.50 per hour when outside of the contiguous United States.

**20.2(C)** If the Company, through collective bargaining with its other unionized employee group(s), or with their union's approval, amends the above-referenced meal allowance rates or policies in a manner that provides more favorable meal allowance/per diem rates or policies, such changes shall be extended to employees in the craft or class of Flight Attendants upon request by the Union.

### **20.3 Crew Meals**

**20.3(A)** Flight Attendants will be entitled to participate in the crew meal program established by Section 20.3 of the 2007 Basic Agreement between NetJets and NJASAP, as may be modified from time to time, on the same terms as the NJA pilots. The parties will meet and confer upon request regarding any changes to the crew meal program.

**20.3(A)(1)** Notwithstanding Section 20.3(A), Flight Attendants assigned Travel Duty on Company aircraft (e.g., deadheading, ferry flight, repositioning) shall be entitled to participate in the crew meal program as though eligible under 20.3(A) above; *provided*, it is recognized the Flight Attendant may have to follow alternate procedures to order the crew meal (e.g., telephone call or general message).

**20.4** Newly hired Flight Attendants will, at their request, receive a \$300.00 advance expense allowance.

**20.5** If a Flight Attendant uses her personal vehicle for a work related purpose, other than traveling to or from her Base, she or she shall receive the "business" mileage rate allowed the Company by the Internal Revenue Service. A Flight Attendant may not be compelled to use her personal vehicle unless otherwise provided for by this Agreement.

**20.6** A Flight Attendant claiming reimbursement of expenses must submit proof of such expenses within twenty (20) days of being released from her duty tour. Failure to comply with this deadline may result in delayed reimbursement by the Company.

**20.7** If any Flight Attendant must commute more than fifty (50) miles to or from her/her residence for training, the Company will pay normal travel expenses in accordance with this Section. The Director of Operations, or her designee, may consider exceptions to the fifty (50) mile provision on a case-by-case basis. The Company is not required to provide mid-tour overnight expenses when a Flight Attendant requests to be released to her residence during a training event. The Company retains sole discretion regarding the release of a Flight Attendant to her residence during a training event.

**END SECTION 20**

## **SECTION 21: GRIEVANCE PROCEDURE**

### **21.1 Discipline or Discharge**

#### **21.1(A) Pre-Disciplinary Investigation Process**

Subject to the provisions of subsections 21.1(A)(1)-(6), the Company will not discipline or discharge a Flight Attendant without first affording the Flight Attendant a reasonable opportunity to present relevant information to the Director of Operations and/or her designee(s).

**21.1(A)(1)** In the case of conduct that could result in an unpaid disciplinary suspension of three (3) or more duty days or discharge, the opportunity to present relevant information shall, upon request, include an in-person meeting with the Director of Operations and/or her designee(s). For disciplinary suspensions that are less than three (3) duty days, the Director of Operations and/or her designee will meet in-person, upon request, with a Union representative.

**21.1(A)(2)** The day of an in-person hearing will be considered a duty day. Business expenses associated with an in-person hearing will be subject to Section 20 of the Basic Agreement.

**21.1(A)(3)** A Flight Attendant subject to discipline or discharge will be entitled to Union representation as set forth in Section 18.3 of the Basic Agreement.

**21.1(A)(4)** In the event a Flight Attendant is not available to present relevant information as set forth in subsection 21.1(A) and fails to make himself reasonably available upon request, the Company is not required to delay a discipline or discharge decision.

**21.1(A)(5)** Nothing contained herein will be construed to prevent the Company from placing a Flight Attendant on administrative leave prior to conducting a pre-disciplinary investigation in accordance with subsection 21.1(B)(2).

**21.1(A)(6)** The right to provide relevant information under subsection 21.1(A)(1) includes the right to submit, in writing, relevant witness statements and other relevant information;

*provided*, the Company will not be required to delay a discipline or discharge decision pending receipt of such information.

### **21.1(B) Notice of Discipline or Discharge, Meetings and Administrative Leave**

**21.1(B)(1)** When the Company alleges just cause to discharge or discipline any Flight Attendant following the process under subsection 21.1(A), the Company shall schedule a disciplinary meeting and provide a written notice to the Flight Attendant and the Union. Unless the parties mutually agree otherwise, the disciplinary meeting may be in-person or telephonic. The written notice will identify: (1) the contract provision, rule or policy allegedly violated; (2) a summary of the Flight Attendant's alleged conduct, including date and location of the incident; and (3) the level of discipline imposed by the Company, if any. If an in-person meeting is held between the parties, the written notice will be presented at the meeting, if not previously provided. If a telephonic meeting is held, the written notice will be provided by electronic mail; *provided*, termination letters will be sent via certified mail, return receipt requested or a mutually agreeable alternative method. The effective date of the notice shall be as stated in the notice; *provided*, the Company will not list an effective date earlier than the date the notice is hand delivered or sent electronically to the Flight Attendant and Union, as applicable. Nothing contained herein will be construed to prevent the Company from placing a Flight Attendant on administrative leave prior to receipt of the written notice in accordance with subsection 21.1(C).

**21.1(B)(2)** Recognizing that circumstances may require the Company to place a Flight Attendant on administrative leave pending the outcome of an investigation, and that placement on administrative leave is not evidence in and of itself of any misconduct on the part of the Flight Attendant, the Company will provide within seventy-two (72) hours of placing the Flight Attendant on administrative leave. The written notice to the Flight Attendant and the Union will include: (1) a brief summary of the circumstances giving rise to the placement on administrative leave (which, if known at the time the notice is sent, will consist of the date and location of the incident or conduct under investigation); and (2) notice of whether the leave is paid or unpaid. If the Company alleges just cause to discipline or discharge the Flight Attendant, the Company shall provide notice of the contract provision, rule or policy allegedly violated in accordance with Section 21.1(B)(1).

### **21.1(C) Timely Filing of Grievances Concerning Disciplinary Matters, Including Discharge**

A grievance over discipline, discharge, or placement on administrative leave must be filed by the Flight Attendant, or union on her behalf, within ten (10) business days of receipt of the notice set forth in subsection 21.1(A) or 21.1(B), as applicable.

### **21.1(D) Company Hearing and Contact Procedures upon Receipt of Grievance**

Within the first ten (10) business days of receiving a grievance, NetJets and the Union will schedule a grievance hearing. NetJets will also make two attempts to contact the grievant for the purpose of providing notification of the grievance hearing. The contact attempts will be separated by at least one (1) business day and each attempt will include a telephone call and an e-mail to the Flight Attendant's NetJets e-mail account.

### **21.1(E) Information Requests**

NetJets will provide the union, upon request, with information reasonably necessary to enable it to investigate and determine the merits of a grievance. Upon request, the Union's Business Representative, or her designee, will provide the Vice President, Labor Relations, or her designee, with exculpatory information discovered during the union's investigation of a grievance over discipline or discharge. The exchange of requested information by both parties will occur at least three (3) business days prior to the date of the grievance hearing unless another time is mutually agreed to between the parties.

**21.1(E)(1)** NetJets shall, upon request, provide the union with the name(s) of any witnesses, copies of witness statements, investigatory and interview notes related to the alleged misconduct and the imposition of discipline or discharge; *provided*, such information is not covered by the attorney-client privilege.

### **21.1(F) Company Decision on Grievances over Disciplinary Matters**

Within ten (10) business days of the date: (1) the grievance hearing was held, or (2) the date the grievance hearing was waived, NetJets will issue its written decision to the Flight Attendant and union *via* electronic mail and First Class or equivalent U.S. mail.

## **21.2 Filing Grievances over Non-Disciplinary Matters**

A grievance not involving discipline, discharge or placement upon administrative leave will be adjusted in accordance with the following procedures:

### **21.2(A) Timely Filing of Grievances Concerning Non-Disciplinary Matters**

The grievance must be filed within thirty (30) days after the union, on its own, or by and through any Flight Attendant has, or reasonably would have had, knowledge of the matter giving rise to the grievance. In the event the 30<sup>th</sup> day falls on a non-business day, the aforementioned 30-day period will be extended to the next business day. When Flight Attendants have a common grievance, they shall select a representative to act in their behalf (*i.e.*, file a “class action grievance”).

### **21.2(B) Company Hearing and Contact Procedures upon Receipt of Grievance**

Within the first ten (10) business days of receiving a grievance, NetJets and the Union will schedule a grievance hearing. NetJets will also make two (2) attempts to contact the grievant for the purpose of providing notification of the grievance hearing. The contact attempts will be separated by at least one (1) business day and each attempt will include a telephone call and an e-mail to the Flight Attendant’s NetJets e-mail account.

### **21.2(C) Information Requests**

NetJets will provide the union, upon request, with information reasonably necessary to enable it to investigate and determine the merits of a grievance. Upon request, the Union’s Business Representative, or her designee, will provide the Vice President, Labor Relations, or her designee, with information discovered during the union’s investigation of a grievance in support of the union’s position. The exchange of requested information by both parties will occur at least three (3) business days prior to the date of the grievance hearing unless another time is mutually agreed to by the parties.

**21.2(C)(1)** NetJets will, upon request, provide the union with information relevant to the application or administration of the particular provision of the Agreement, rule, policy, or procedure that underlies the grievance. Depending upon the nature of the grievance, information may include copies of particular rules, policies, or procedures, evidence of how the applicable provision of the Agreement, rule, policy, or procedure has been

administered in the past, grievance settlements, System Board of Adjustment (“SBA”) decisions, etc.

### **21.2(D) Company Grievance Decisions over Non-Disciplinary Matters**

Within ten (10) business days of the date: (1) the grievance hearing was held, or (2) the date the grievance hearing was waived, NetJets will issue its written decision to the Flight Attendant and union *via* electronic mail and, if requested, First Class or equivalent U.S. mail.

### **21.3 Location of Grievance Hearing and Related Subjects**

**21.3(A)** When it is mutually agreed that a stenographic report is to be taken of a grievance hearing in whole or in part, the cost will be borne equally by both parties to the dispute. In the event it is not mutually agreed that a stenographic report of the hearing will be taken, any stenographic report taken by either of the parties to the dispute shall be furnished to the other party to the dispute upon request; *provided*, that the cost of such written record shall be borne equally by both parties to the dispute.

**21.3(B)** Unless the parties agree otherwise, the grievance hearing will be held telephonically, or in-person when requested by the Union in the case of a Class Action Grievance or a suspension/discharge grievance, at NetJets’ facility in Columbus, Ohio. NetJets is not required to release a Flight Attendant or a union representative from conflicting duty for the purpose of conducting a grievance hearing, unless no FAEC member is available in which case NetJets will release the FAEC member most familiar with the case from conflicting duty. The Union is required to pay the travel costs associated with a Flight Attendant or union representative who elects to travel to NetJets’ facility in Columbus, Ohio or other agreed upon location for the purpose of attending a grievance hearing; *provided*, employees of the Company shall receive, subject to availability of space, free transportation over the lines of the Company for the purpose of attending and returning from grievance hearings. However, NetJets is not required to alter any flight schedules to provide for such transportation. In the case of a grievance hearing concerning a suspended/discharged Flight Attendant, the Union may request a Union representative familiar with the case be released from conflicting NetJets duty to conduct the grievance hearing. NetJets will not unreasonably refuse to grant such request.

#### **21.4 Appeals to the NJA Flight Attendants System Board of Adjustment (SBA)**

**21.4(A)** If any Company decision rendered pursuant to subsection 21.1(F) or 21.2(D) is unsatisfactory to the union, appeal by the union, on its own, or by and through a Flight Attendant or Flight Attendants, if made, shall be to the SBA; *provided*, such appeal must be made within thirty (30) days from the date of receipt by the Flight Attendant, or the union, of the decision of NetJets. All submissions to the SBA shall be made in conformity with Section 22 of this Agreement.

**21.4(B)** If any decision made by NetJets is not appealed by the union, on its own, or by and through a Flight Attendant within the time limits prescribed herein for such appeal, the decision of NetJets shall become final and binding. Time limits may be extended by mutual agreement in writing.

**21.4(C)** If NetJets' answer to a grievance is appealed pursuant to subsection 21.4(A) to the SBA, NetJets will provide the union, upon request, with additional information that is relevant to the issue underlying the grievance (*e.g.*, records of how other Flight Attendants have been disciplined for the same or similar offense, data compiled in support of NetJets' position with respect to the grievance). Upon request, the union will provide NetJets with any additional information that is relevant to the issue underlying the grievance.

**21.4(D)** The requested information referred to in subsection 21.4(C) shall be provided as soon as practicable before the SBA hearing, but not later than five (5) business days prior to the SBA hearing; *provided*, the request for information is made not less than fifteen (15) business days prior to the hearing. If either party requests information less than fifteen (15) business days prior to the SBA hearing, the other party shall make a reasonable effort to provide the requested information as soon as possible before the hearing.

#### **21.5 Grievance Mediation**

NetJets and the union may agree to utilize the grievance mediation procedures set forth in this subsection 21.5. Grievance mediation may occur at any time after a grievance has been filed; *provided*, utilizing grievance mediation does not limit or waive the union's right to process a grievance to the SBA, including arbitration, if no satisfactory outcome is reached through mediation. The use of grievance mediation does not alter or limit NetJets or the union's obligations under Section 21 or Section 22 with respect to timely grievance answers or appeals

unless otherwise agreed to in writing by the parties. Legal counsel for NetJets and the union shall not participate in grievance mediation. The specific grievance mediation procedures shall be as agreed between the Vice President, Labor Relations or her designee, and a Union Business Representative, or her designee, in consultation with the National Mediation Board. Grievance mediation is non-binding unless otherwise agreed to by the parties on a case-by-case basis.

### **21.6 Expedited Arbitration**

The first Wednesdays and Thursdays of February, April, July, and October of each year are designated as Expedited Arbitration Days, unless the parties agree on a case-by-case basis to a different day. The union may by written notice to NetJets elect to submit to expedited arbitration any grievance deadlocked by the SBA; *provided*, notice of such decision is made concurrent with and pursuant to the provisions of subsection 22.5(A) of the Agreement. If the union does not provide written notice to utilize expedited arbitration at the time it determines to arbitrate a deadlocked grievance, the parties may mutually agree to utilize expedited arbitration at a later date.

#### **21.6(A) Selection of Arbitrator**

The parties may mutually agree to select in advance an arbitrator to serve during Expedited Arbitration Days. In the event the parties do not agree upon an arbitrator to serve on Expedited Arbitration Days, the union may petition the National Mediation Board for a panel of 9 arbitrators. The parties will strike names from the panel. The last arbitrator remaining will be offered the appointment. If the arbitrator does not accept the appointment, the parties will promptly decide whether to offer an appointment to another arbitrator on the original panel or to obtain a second panel and repeat the procedure set forth in this paragraph until an arbitrator accepts appointment. Alternatively, the parties may agree to select an arbitrator on a case-by-case basis for any cases submitted to expedited arbitration.

#### **21.6(B) Submissions**

The Vice President, Labor Relations, or her designee and a Local 284 Business Representative, or her designee, shall present to the arbitrator a statement of position, including exhibits, affidavits, and other documentary evidence. The parties shall exchange their respective position statements no later than ten (10) business days prior to the expedited arbitration hearing date. The parties may also submit rebuttal position statements to the

arbitrator; *provided*, a copy is served upon the other party no less than three (3) business days prior to the hearing.

### **21.6(C) Presence of Grievant or Class Representative and Miscellaneous Protocols**

An individual grievant or class representative of the union may be present during the expedited arbitration hearing at the union's discretion.; NetJets will release from conflicting duty the individual grievant or class representative identified by the union for purposes of this subsection 21.6(C), unless doing so would result in the representative or grievant falling out of currency; *provided*, the Union must provide notice of such request not less than ten (10) business days in advance of the hearing.. The arbitrator may ask questions of the grievant or class representative, but neither party shall have the right to call or to cross-examine witnesses unless the parties agree in writing in advance of the hearing. Each party shall have the right to make an opening statement, present evidence, make a rebuttal statement, and make a closing statement.

**21.6(C)(1)** When it is mutually agreed that a stenographic report is to be taken of an expedited arbitration proceeding, in whole or in part, the cost will be borne equally by both parties to the dispute. In the event it is not mutually agreed that a stenographic report of the hearing will be taken, any stenographic report taken by either of the parties to the dispute shall be furnished to the other party to the dispute upon request; *provided*, that the cost of such written record shall be borne equally by both parties to the dispute.

### **21.6(D) Jurisdiction of Arbitrator and Cost Sharing during Expedited Arbitration**

The arbitrator's jurisdiction and authority shall be as set forth in subsection 22.3 of the Agreement. The parties will request that the arbitrator issue a decision not more than three (3) business days from the close of the proceeding. The decision of the arbitrator shall be in writing stating the basis for the decision. The arbitrator's decision shall be final and binding upon the parties, and fully enforceable pursuant to the provisions of the Railway Labor Act, as amended. The fees of the arbitrator and, when applicable, fees for a neutral hearing location shall be borne equally by the parties. All other expenses shall be borne by the party incurring them.

**END OF SECTION 21**

## **SECTION 22: SYSTEM BOARD OF ADJUSTMENT**

### **22.1 Compliance with Railway Labor Act**

**22.1(A)** In compliance with Section 204, Title II, of the Railway Labor Act, *as amended*, there is hereby established a System Board of Adjustment, and shall be known as the "NJ Flight Attendants System Board of Adjustment" (hereinafter the "Board" or "SBA").

**22.1(B)** Subject to its jurisdictional limitations as set forth in subsection 22.3 of this Agreement, the Board's purpose shall be to adjust and decide disputes that may arise under the terms of this Agreement when such disputes have been properly submitted to the Board.

### **22.2 Composition of the Board**

**22.2(A)** The Board shall consist of four members, two (2) of whom shall be selected and appointed by the union and two (2) of whom shall be selected and appointed by NetJets, and such appointees shall be known as "Board Members."

**22.2(B)** The two (2) Board Members appointed by the union and the two (2) Board Members appointed by NetJets shall serve for one (1) year from date of their appointment, and, thereafter until their successors have been duly appointed. Vacancies shall be filled in the same manner as is provided herein for the selection and appointment of the original Board Members. Either the Union or Company may remove one or both of their appointed Board members at any time the Board member(s) is not hearing or deliberating over a case, so long as written notice is provided to the other party.

**22.2(C)** The Board Members shall select a Chairman and a Vice Chairman, both of whom shall be members of the Board. The term of office of Chairman and Vice Chairman shall be one (1) year. Thereafter, from year to year, the Board shall designate one (1) of its members to act as Chairman and one to act as Vice Chairman for one-year terms.

**22.2(D)** The Office of Chairman shall be held and filled alternately by the Board Member appointed by the union and by a Board Member appointed by NetJets. When a Board Member appointed by the union is Chairman, a Board Member appointed by NetJets shall be Vice Chairman, and vice versa. The Board Chairman, or, in her absence the Vice Chairman, shall

preside at meetings of the Board and at hearings. Both shall have a vote in connection with all actions of the Board.

**22.2(E)** The Board shall meet, with all members present, in Columbus, Ohio (unless a different place of meeting is agreed upon by the union and NetJets). Such meetings shall be convened during the second week in November and the second week of May of each year, provided that at such times there are cases filed with the Board for consideration, and shall continue in session until all matters before it have been considered, unless otherwise mutually agreed upon.

**22.2(F)** Notwithstanding the provisions of subsection 22.2(E) of this section, if at least two (2) members of the Board consider a matter of sufficient urgency and importance, then at such earlier date and at such place as the Chairman and Vice Chairman shall agree upon, but not more than fifteen (15) days after such request for a meeting is made by at least two (2) Board members, the Board shall meet. The Chairman shall give the necessary notice in writing of such meeting to the Board Members and to the parties to the dispute.

### **22.3 Jurisdiction of the Board**

**22.3(A)** The Board shall have jurisdiction over disputes between the Union or any Flight Attendant covered by this Agreement and NetJets, growing out of grievances or out of interpretation or application of any of the terms of this Agreement. The jurisdiction of the Board shall not extend to proposed changes in hours of employment, rates of compensation or working conditions covered by existing agreements between the parties hereto. The Board shall have no authority to modify, amend, revise, add to or subtract from any of the terms or conditions of this Agreement.

**22.3(B)** The Board shall consider any dispute properly submitted to it by the Union or by the Vice President of Labor Relations of NetJets, or her designee when such dispute has not been previously settled in accordance with the terms provided for in Section 21.

### **22.4 Proceedings before the Board**

**22.4(A)** All disputes properly submitted to the Board for consideration shall be addressed to the Chairman with a copy to the Vice President, Labor Relations or her designee and to the union's Business Representative, or her designee. Five (5) copies of each petition, including

all papers and exhibits in connection therewith, shall be forwarded to the Chairman, who shall promptly transmit one (1) copy thereof to each member of the Board. Each case submitted before the Board shall show:

- (1) The question(s) at issue; and
- (2) Statements of facts out of which the dispute arose and the particular provisions of the Agreement, if any, alleged to have been violated; and
- (3) The position of the grievant; and
- (4) The position of NetJets.

**22.4(B)** When desired, a joint submission may be made, but if the parties are unable to agree upon a joint submission then either party may submit the dispute and its position to the Board with copies to NetJets and the union. No matter shall be considered by the Board that has not first been handled in accordance with the provisions of Section 21; *provided*, the parties may agree to allow a dispute to be submitted directly to the Board.

**22.4(C)** Upon receipt of the submission of a dispute, the Chairman shall set a date for hearing, which shall be at the time of the next regular meeting of the Board, unless an earlier meeting is set pursuant to the terms of subsection 22.2(F) of this Agreement.

**22.4(D)** Flight Attendants covered by this Agreement may be represented at the Board hearings by such person(s) as they may choose and designate. NetJets may be represented by such person(s) as it may choose and designate. Evidence may be presented either orally or in writing, or both. On request of two (2) Board members, or the union or company advocates, the Board may summon any witnesses who are employed by NetJets.

**22.4(E) Board Deliberations**

A majority vote of the four-person Board is required for the Board to make a decision. Deliberation of Board Members in executive session after the submission of the case to it shall not exceed four (4) hours. If the Board fails to reach a decision within this period of time, the case will be treated as a deadlock decision, and will be subject to subsection 22.5 of this Agreement. By unanimous consent the Board Members may extend deliberations beyond the four-hour period. All Board decisions, including a deadlock, will be reduced to writing and signed by the Board members, a copy of which will be provided to all parties to the dispute.

The parties will use their best efforts to sign all Board decisions on the date the decision was reached.

**22.4(F)** Decisions of the Board shall be final and binding upon the parties hereto.

#### **22.5 Procedures in Event of Deadlock.**

**22.5(A)** The Board shall promptly notify the parties to any case of a deadlock, including the date thereof. As measured from the date the Board decision is signed, the union or company will have ten (10) additional business days to provide written notice to the other that the services of a fifth member of the Board (arbitrator) are desired. If neither NetJets nor the union serves notice that the services of an arbitrator are desired after either party is eligible to do so, the Board shall have no further jurisdiction in that case and the controversy shall be considered as withdrawn. If timely written notice is made requesting the services of an arbitrator, the arbitrator shall be selected according to the provisions of subsection 22.5(B) and she or he shall preside over subsequent meeting of the Board in the deadlocked matter.

**22.5(B)** Within twenty (20) business days (or later date by mutual agreement) after proper notification of a request for an arbitrator is served, NetJets and union representatives shall meet to select an arbitrator by mutual agreement. If agreement is reached, the name and contact information of the arbitrator will be sent to the members of the Board. If the parties do not agree upon an arbitrator, the union or company may petition the National Mediation Board for a list of nine names from which the fifth member of the Board shall be selected, by striking alternately, the first strike to be determined by lot.

**22.5(C)** Within twenty (20) business days of the date the arbitrator was selected, unless a later date is mutually agreed to in writing, the parties shall contact the arbitrator to arrange for a hearing of the dispute, including the presentation of such witnesses and evidence as the arbitrator shall permit. The parties may mutually agree to convene the Board with the arbitrator only, the arbitrator and one SBA member from each of the parties, or with the full five-member Board. In the absence of mutual agreement, the five-member Board shall be convened to hear the deadlocked dispute; *provided*, the deadlocked dispute shall be finally resolved by the fifth member who may consult as she or she determines to be necessary with the other members of the Board. A decision of a majority of the Board sitting with the fifth member shall be final and binding upon the parties thereto. The parties will request the

arbitrator provide her or his decision within thirty (30) business days after the close of the hearing.

**22.5(D) Requirement to Arbitrate or Withdraw Controversy**

If an arbitrator has not been selected or contacted within the time limits set forth in subsection 22.5(B) or 22.5(C), whichever is applicable, the Board shall have no further jurisdiction and the controversy will be considered as withdrawn.

**22.5(E)** The time limits specified in this Section 22 may be extended in writing by mutual agreement between the union and NetJets.

**22.5(F) Maintenance of Records**

The Board shall maintain a complete record of all matters submitted for its consideration and of all findings and decisions it makes.

**22.5(G) Witness and Board Operating Costs**

Each of the parties hereto will assume the compensation, travel expense, and other expenses of the witnesses called or summoned by it. Witnesses who are employees of the Company shall receive, subject to availability of space, free transportation over the lines of the Company for the purpose of attending and returning from meetings of the Board; *provided*, NetJets is not required to alter any flight schedules to provide for witness transportation. NetJets will bear the compensation of Board members on days when the Board is meeting and on associated travel days (but not additional preparatory days). The union will bear the travel and miscellaneous expenses of its Board members. Board Members who are employees of the Company shall be furnished, subject to availability of space, free transportation over the lines of the Company for the purpose of attending and returning from meetings of the Board; *provided*, NetJets is not required to alter any flight schedules to provide for Board transportation.

**22.5(G)(1)** The Chairman and the Vice Chairman, acting jointly, shall have the authority to incur such expenses as, in their judgment, may be deemed necessary for the proper conduct of the business of the Board and such expenses, if any, shall be borne equally by the union and company

**22.5(H) Autonomy of Board Members**

Board Members shall be free to discharge their duty in an independent manner, without fear that her individual relations with NetJets, with the union, or with any employees of either party will be affected in any manner by any action taken by her in good faith in her capacity as a Board Member.

**22.5(I) Electronic Storage of Board Records**

Decisions of the Board, including written submissions thereto shall be stored electronically. Electronic records of the Board shall be made available to NetJets, the union, and Flight Attendants who may request such records. The union and company commit to updating the Board's electronic records within thirty (30) business days of Board proceedings.

**22.5(J) Arbitration Subpoena and Witnesses**

Without limiting the information sharing provisions set forth in the Agreement, the right of the parties to subpoena information and witnesses in connection with any arbitration proceeding referenced in the Agreement is hereby recognized. The parties shall disclose to one another the names of witnesses they intend to call as part of their case in chief, if known, no less than three (3) business days prior to the commencement of an arbitration proceeding.

**END OF SECTION 22**

## **SECTION 23: GENERAL CONDITIONS**

### **23.1 Invalidation of this Agreement**

Without limiting the provisions set forth in subsection 28.1, if any Section of this Agreement should be held invalid or unenforceable by operation of regulation, law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of the Agreement, or the application of such Section as to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, will not be affected thereby. In the event that any Section is held invalid, unenforceable or enforcement or compliance with it has been restrained, as set forth above, the parties shall within ten (10) days of such final determination meet and confer in an attempt to mutually agree on a replacement provision(s). If a replacement provision(s) is not agreed upon within thirty (30) days after the parties' first meeting, the parties' last proposals on a replacement provision shall be submitted to final and binding interest arbitration. The parties shall within ten (10) days thereafter choose an arbitrator from the panel of arbitrators under subsection 1.8(F) of the Agreement by alternate strikes. The order of striking arbitrators shall be determined by a coin toss. The parties shall promptly schedule the hearing.

### **23.2 Security Clearances**

Notwithstanding any other provision of this Agreement, each Flight Attendant covered by this Agreement shall, as a condition of duty assignment, be required at Company expense to apply for, secure and maintain a Security Clearance to the level required by any Governmental Contracting Agency with whom the Company contracts.

### **23.3 Personnel Files**

A personnel file will be maintained for each Flight Attendant. A Flight Attendant may examine her personnel file at any time during normal business hours with any representative she desires, so long as the personnel file examination is conducted in the presence of a Company representative. No derogatory information concerning a Flight Attendant shall be kept in her personnel file longer than twelve (12) months, unless required otherwise by law. No derogatory information shall be entered in the file without furnishing the Flight Attendant with a copy. The Flight Attendant may place rebuttal material in her personnel file. The personnel file shall be maintained in a confidential manner. Except as otherwise required by law, the Company agrees that in the event a prospective

employer makes an employment related inquiry, the Company shall provide only the Flight Attendant's name, position, date of hire, and date of separation, if applicable. Salary information shall be provided only if the Flight Attendant gave the Company prior written consent to disclose such information. Derogatory, disciplinary, or any other information the Company intends to use as a basis for a personnel action will be stored only in the Company Employee Personnel File and may not be stored, electronically or by any other means in any other location, file, or computer system. Information not contained in the personnel file will not be used in disciplinary proceedings to support the Company's action; provided however, that the Company may use such information for purposes of impeachment (a) where a grievant or the union has placed at issue past instances of discipline, or derogatory information or, (b) to establish notice or consistent enforcement of a rule or policy against other employees where the grievant or the Union raises an issue of disparate treatment of a grievant.

#### **23.4 Required Flight Equipment**

The Company shall provide Flight Attendants with company manuals and required flight equipment. Each Flight Attendant is liable for replacement of any item noted herein if missing, unless the item was stolen or broken through ordinary use.

#### **23.5 International Travel Requirements**

The Company shall pay for all Visas, Passports, and Inoculations required of the Flight Attendants.

#### **23.6 Union's Right To Flight Attendant Employment Data**

The Company will provide the Union on a monthly basis, when applicable, with an electronic list of: (1) newly hired Flight Attendants, their dates of hire, and duty assignments; (2) terminated Flight Attendants and their dates of termination; (3) furloughed Flight Attendants and their dates of furlough; and (4) Flight Attendants on LOA and the probable duration thereof.

#### **23.7 Written Notification of Changes**

All orders of Flight Attendant involving a change in base, fleet/program, assignment, and leaves of absence shall be stated in writing (including via electronic means), within ten (10) days, to the Flight Attendant so affected.

### **23.8 Honoring a Lawful Picket Line**

It shall not be a violation of this Agreement, notwithstanding any other provisions of this Agreement, and shall not be cause for discharge or disciplinary action, in the event an employee refuses to enter upon any property involved in a primary labor dispute, or refuses to go through or work behind any primary picket line, including the primary picket line of Unions party to this Agreement, and including primary picket lines at the Employer's places of business.

### **23.9 Travel on Customer Flown Flights**

Flight Attendants covered by this Agreement will not be required (however, they may volunteer) to ride as a passenger or perform duty of any kind on any Company aircraft where a customer is acting as Pilot-In-Command, Second-In-Command or other required Flight Attendant position at any time during the flight.

### **23.10 Customer Loyalty Benefits**

Any and all customer loyalty benefits, credited to the individual Flight Attendant, including but not limited to hotel points, airline points, car rental points, etc., earned through Company-provided travel shall become the property of the individual Flight Attendant. The Company shall not negotiate agreements that prevent Flight Attendants from participating in hotel, airline, or rental car loyalty point programs on the same basis as pilots.

### **23.11 Accident Investigation Team (AIT)**

The FAEC will establish an Accident Investigation Team (henceforward, "AIT") consisting of one (1) accident investigator. In the event of an accident involving an NetJets Aviation, Inc. managed aircraft, on which a Flight Attendant was performing duties, which results in the activation of a National Transportation Safety Board (NTSB) "Go Team," the Company shall advise the FAEC Chairman or the Union Business Agent, as soon as practical, of the accident and location. Said contact shall not constitute a violation of the FAEC Chairman's rest period.

#### **23.11(A) AIT Costs**

The Company and the Union will equally share all costs associated with initial and recurrent accident investigation training for AIT members, as mutually determined by the Company and the Union. The Company shall notify the Union as soon as practical, but not less than thirty (30) days prior to the start of any training event. In the event that an AIT member separates from the Company, or resigns from the AIT after a minimum of one (1) year of service, the

Company and the Union will, as soon as practicable, arrange for the training of a new AIT member. The Company shall release the trainees from conflicting duty assignments.

### **23.11(B) AIT Miscellaneous**

It is the Union's responsibility to obtain written NTSB approval for an AIT member to participate in any NTSB accident investigation involving a NetJets Aviation, Inc. managed aircraft. Upon presentation by the Union of written NTSB approval, the Company will release from duty the AIT member(s) identified by the NTSB Investigator In Charge ("IIC"). Each day an AIT member participates in the accident site investigation shall be considered a work day up to the time of release from the accident site by the NTSB Investigator In Charge, however, the duty period limitations, rest requirements and compensation (other than monthly base pay) contained throughout this Agreement shall not apply when an AIT member is performing duty associated with accident site investigation, including travel to or from the accident site. If the Company chooses to send a Company aircraft to the accident site, and there are seats available on that aircraft, the Company will permit the NTSB-authorized AIT member(s) to travel on the Company aircraft, so long as additional flight time required to pick up the AIT member does not exceed one (1) hour. Otherwise, the Company shall pay expenses for the AIT member's travel to and from the airport located nearest to the site of the accident. The Company shall also bear the expenses for the AIT member's ground transportation, lodging, meals and other travel expenses incurred by the AIT member participant. If accident site investigation occurs on an AIT member's day off the Flight Attendant shall receive a compensatory day(s) that must be used on the first (and subsequent) day(s) of the next tour(s) following the completion of accident site investigation up to a maximum of seven (7) compensatory days. AIT members shall not earn extended days during participation in accident site investigation. The AIT member(s) shall provide the applicable Chief Flight Attendant with copies of all notes, documentation, memoranda, correspondence or reports the AIT member generates or receives in connection with the accident site investigation, unless the NTSB Investigator In Charge objects.

### **23.12 Travel on Foreign Flag Carriers**

If the Company requires a Flight Attendant to fly as a passenger on a foreign flag carrier, that carrier shall be a code-sharing partner of at least one U.S. flag carrier, unless the code-sharing partnership(s) of flag carriers have deteriorated to the point that compliance with this requirement is not practicable or possible.

### **23.13 Advance Notice for International Flights**

The Company shall provide Flight Attendants flying international flights as much advance notice as practicable.

### **23.14 Connections, Seating and Class of Travel for Certain Airline Flights**

Flight Attendants will be provided the same connection and seating rules as called for in Company policies and/or collective bargaining agreement provisions that are applicable to pilots. Flight Attendants will be provided the same class of airline travel (e.g., coach, business, first) as called for in Company policies and/or collective bargaining agreement provisions that are applicable to pilots, *provided* that the policies and/or collective bargaining agreement provisions applicable to pilots are equal to or better than the Company's class of airline travel policy in effect on August 1, 2015. If the class of airline travel as called for in Company policies and/or collective bargaining agreement provisions that are applicable to pilots is inferior to the Company's class of airline travel policy in effect on August 1, 2015, then the Company policy in effect on August 15, 2015 will apply to Flight Attendants.

### **23.15 Professional Standards Committee**

The Company shall recognize a Flight Attendant Professional Standards Committee consistent with the terms of the Letter of Understanding attached to this Agreement.

### **23.16 Safety Investigatory Meetings**

Information obtained by Safety Department personnel during Safety Investigatory meetings, as defined in Section 3, will not be used for disciplinary purposes. The Company will coordinate with the Union prior to holding a Safety Investigatory Meeting

### **23.17 Outside Flying**

The Company's policy prohibiting outside flying that competes with NJA's business will be administered to permit outside flying by NJA Flight Attendants that does not interfere with their employment responsibilities to the Company; *provided*, that requests for outside flying will not be granted where the flying will be performed for a fractional operator. Flight Attendants seeking to perform outside flying will notify the Company of the outside flying opportunity. The Flight Attendant will be responsible for providing accurate and specific details to NJA regarding the character of the flying, including the types of certificates on which the aircraft is flown, the types

of flying conducted by the operator for whom the flying will be performed, and the duration of the flying. The Flight Attendants will be responsible for keeping NJA updated on any changes to the information initially provided, including informing the Company that the outside flying has concluded. A list will be maintained of the Flight Attendants performing outside flying. In the event that the list includes 5% or more of the Flight Attendants on the Seniority List, the parties will jointly review the list of Flight Attendants for the purpose of evaluating operational impact and making recommendations consistent with its findings.

### **23.18 Flight Attendant New Hire Union Sign-Up**

The Company will, as part of New Hire Indoctrination training, instruct new hires to report to a location acceptable to the Union for the purpose of Union processing. The Company will allow new hires two (2) hours, including travel time, for such Union indoctrination and processing, to be designated within the Company's training curriculum during normal duty hours, or three (3) hours, including travel, if the Flight Attendants must travel more than five (5) miles to attend said training. This subsection also applies to Flight Attendants returning from furlough and leaves of absence exceeding one (1) year.

### **23.19 In-Flight Rest**

All Flight Attendants may take rest breaks during passenger carrying flight segments, provided the rest breaks taken do not conflict with in-flight service duties.

### **23.20 Notice of Vacancies and Awards**

All vacancies and bid awards shall be posted on the Company's website and/or announced via Company electronic communication device.

### **23.21 Schedule Modifications for Non-Flying Assignments**

A Flight Attendant who agrees to perform a non-flying assignment with or under the direction of management personnel may voluntarily agree to scheduling modifications necessary to facilitate the assignment. A flight attendant who agrees to voluntary schedule modifications pursuant to this subparagraph will not be required to perform flight duties on days where her schedule has been modified.

### **23.22 Notice to Company**

A Flight Attendant unable to report for duty shall, unless prevented by reasons beyond her or her

control, notify the applicable Chief Flight Attendant or her/her designee as far in advance of starting time as possible.

### **23.23 Full Time Flight Attendants Only**

There shall be no part-time, special part-time or temporary employees performing Flight Attendant duties. Nothing contained herein shall prohibit the Company and Union from mutually agreeing to reduce the number of tours/hours for full-time Flight Attendants who desire such a reduction.

### **23.24 On Board Cooking Duties**

**23.24(A)** Flight Attendants shall receive culinary training with respect to food items the company expects a Flight Attendant to prepare and serve customers. The Company shall make additional culinary training available to Flight Attendants who request additional culinary training.

**23.24(B)** The Company shall provide training with respect to the operation of all cooking equipment on board the aircraft to which Flight Attendants are assigned. A Flight Attendant, in consultation with the PIC, whenever possible, may use her or her professional judgment with respect to whether cooking requests can be accommodated safely during a flight segment.

### **23.25 Duty Status Reports**

The Company will provide the FAEC Chairman with a Flight Attendant Duty Status report for the previous month not later than 30 days following the end of each month, in an electronic form that can be manipulated. These reports will include the following information for each Flight Attendant on the Seniority List: name, Active or Inactive status, Base, Instructor status, the total number of hours on duty and in rest during the applicable month, number of flight legs flown each day, duty end location and the duty code for each duty day (e.g., scheduled day off, scheduled workday, instructor day, extended workday, after-midnight event, compensatory day off, vacations, sick leave, LOA). The parties agree to discuss the inclusion of additional information in the report, if any.

## **23.26 Payroll Deductions**

### **23.26(A) Charitable Foundation for Company Employees**

Any Flight Attendant covered by this Agreement may contribute by payroll deduction to a charitable foundation established for the benefit of Company employees via a written authorization. Within thirty (30) days of receipt of written authorization or Company-designated method from a Flight Attendant, the Company will remit a Flight Attendant's designated monetary deduction to the charitable foundation. The Company will submit a Flight Attendant's deduction to the charitable foundation within fifteen (15) days of each Company pay period. The monetary deductions will continue on a monthly basis until requested in writing by the Flight Attendant to discontinue the deductions. The Company will discontinue such monetary deductions within thirty (30) days of receipt of a written request or Company designated method from a Flight Attendant. This provision does not require the Company to establish a new charitable foundation or maintain any existing charitable foundation.

### **23.26(B) Teamsters DRIVE Political Action Committee**

Any Flight Attendant covered by this Agreement may contribute by payroll deduction to the Teamsters DRIVE Political Action Committee (DRIVE) via a written authorization. Within thirty (30) days of receipt of written authorization or Company-designated method from a Flight Attendant, the Company will remit a Flight Attendant's designated monetary deduction to DRIVE. The Company will submit a Flight Attendant's deduction to DRIVE within fifteen (15) days of each Company pay period. The monetary deductions will continue on a monthly basis until requested in writing by the Flight Attendant to discontinue the deductions. The Company will discontinue such monetary deductions within thirty (30) days of receipt of a written request or Company designated method from a Flight Attendant.

## **23.27 Printing and Distribution of the Agreement**

The Company shall make an electronic version of the Agreement available on the Company intranet and, if applicable, Company-issued tablets and similar devices. The Company shall provide Flight Attendants with a paper copy of the Agreement upon request. The Company shall provide the Union with one hundred paper copies of the Agreement.

**END OF SECTION 23**

## **SECTION 24: INSURANCE AND OTHER BENEFITS**

### **24.1 Company Sponsored Medical, Vision and Dental Insurance**

**24.1(A)** The Company will provide Flight Attendants covered by this Agreement with the same medical, vision, and dental insurance benefits provided to employees in the craft or class of Pilots. In the event insurance carrier(s), benefit levels, coverage and/or plan designs change, the Company will provide notice to the Union. The costs and payment of the premiums for medical, vision, and dental insurance benefits, if any, referred to in this subsection for Flight Attendants shall be the same as for employees in the craft or class of Pilots. Flight Attendants who decline coverage shall continue to have the credits used to purchase coverage converted to dollars and included in their gross pay according to the terms and conditions in effect on April 19, 2005.

### **24.2 Life Insurance**

**24.2(A)** The Company will provide a life insurance and an AD&D benefit to all Flight Attendants covered under this Agreement equal to \$15,000.00. In addition, Flight Attendants may elect to purchase supplemental life insurance through the Company in the same amounts and according to the same terms and conditions as offered to other employees outside the class or craft who are eligible to purchase supplemental life insurance.

**24.2(B)** If the Company, through collective bargaining with its other unionized employee group(s), or with their union's approval, amends the Company-sponsored life insurance and AD&D benefits in a manner that provides more favorable benefits, coverage, employee cost and contribution provisions and/or plan design than those referred in Section 24.2(A), said benefits shall be extended to employees in the craft or class of Flight Attendants upon request by the Union.

### **24.3 Short Term Disability and Long Term Disability Insurance**

#### **24.3(A) Short-Term Disability Benefits**

The Company will provide short-term disability benefits (STD) to Flight Attendants, in accordance with its disability plan documents.

**24.3(A)(1)** If a Flight Attendant qualifies as disabled, she will receive benefits for a period of 180 days at a benefit rate equal to sixty percent (60%) of her base salary on the date

of disability (subject to salary increases the Flight Attendant would have received but for the disability).

**24.3(A)(2)** A Flight Attendant may elect to use Paid Time Off (PTO) days at full salary in conjunction with STD; *provided* that all PTO days used in conjunction with STD will be charged against the 180 day STD period.

#### **24.3(B) Long Term Disability Benefits**

All Flight Attendants covered under this Agreement shall be eligible to receive long-term disability benefits equal to the lesser of sixty (60) percent of a Flight Attendant's base salary or five thousand (\$5,000) dollars per month beginning the one hundred and eighty-first (181st) day of disability in accordance with the terms and conditions of the Company's LTD disability plan documents. Flight Attendants notified of their eligibility for LTD benefits will file a claim in accordance with the appropriate plan documents. Failure to do so may result in postponement of benefits.

**24.3(C)** The costs and payment of the premiums associated with STD and LTD, if any, benefits referred to in Sections 24.3(A) and (B) for Flight Attendants shall be the same as for other employees outside the class or craft eligible for said benefits.

**24.3(D)** If the Company, through collective bargaining with its other unionized employee group(s), or with their union's approval, amends the Company-sponsored STD or LTD benefit program in such a manner so as to provide more favorable benefits, coverage, employee cost and contribution provisions and/or plan design than those referred in Section 24.3(A) or (B), excluding any loss of medical certificate/loss of license insurance, said benefits shall be extended to employees in the craft or class of Flight Attendants upon request by the Union.

#### **24.4 Liability Coverage**

The Company will continue to provide aircraft liability insurance along with carrying the existing voluntary settlement coverage of \$500,000.00 for each Flight Attendant.

#### **24.5 Miscellaneous Benefits**

**24.5(A)** The Company shall continue to make available and Flight Attendants shall continue to be eligible to participate in the Company's flexible spending account, employee assistance

program, Hyatt Legal Services benefit, spousal life insurance, dependent life insurance, Metlife Property and Casualty insurance, employee benefit banking, Kemba credit union, dependent care flexible spending account, supplemental AD&D plans, long-term care, Metlife Asset Builder offered by the Company to the craft or class of Flight Attendant on April 19, 2005 according to the terms and conditions then in effect. In the event carriers, benefit providers, benefit levels, employee contribution to premium, if any, coverage and/or plan designs in effect on April 19, 2005 change, the Company will provide notice to the Union.

**24.5(B)** If the Company, through collective bargaining with its other unionized employee group(s), or with their union's approval, amends the above referenced miscellaneous benefits in such a manner as so as to provide more favorable benefits, coverage, employee cost and contribution provisions and/or plan design, said benefits shall be extended to employees in the craft or class of Flight Attendants upon request by the Union.

#### **24.6 Medical, Vision and Dental Insurance Coverage During Approved LOA**

The payment of medical, vision and dental premiums while a Flight Attendant is on an approved Personal Leave of Absence, Medical Leave of Absence, leave taken pursuant to the Family and Medical Leave Act, Bereavement Leave of Absence, and Military Leave of Absence, STD and LTD will be according to the same terms and conditions as the craft or class of Pilots.

#### **24.7 Reserved**

#### **24.8 Reserved**

#### **24.9 Indemnification and Legal Representation**

##### **24.9(A) Indemnification**

The Company agrees to indemnify and hold harmless a Flight Attendant or her estate, if applicable, for the full amount of any monetary judgment, settlement, or awards rendered against a Flight Attendant or the Company arising out of the Flight Attendant's performance or non-performance of her duties within the normal scope of her employment. It is expressly understood and agreed that the aforementioned Company obligations do not apply if it is determined that the Flight Attendant intentionally caused bodily injury to another person or intentionally caused property damage except to prevent a high-jacking or other dangerous interference with the operation of an aircraft. The Company will have no obligation under

this section to reimburse a Flight Attendant for any fine or penalty imposed on a Flight Attendant by the FAA or NTSB, or to provide representation before the FAA or NTSB.

**24.9(B) Legal Representation**

The Company shall, at no expense to the Flight Attendant, provide legal representation to a Flight Attendant who is named as a defendant, is subject to a claim, or is subpoenaed as a witness as a result of the performance or non-performance of her duties within the normal scope of her employment. It is expressly understood and agreed that the aforementioned Company obligations do not apply if it is determined that the Flight Attendant intentionally caused bodily injury to another person or intentionally caused property damage except to prevent a high-jacking or other dangerous interference with the operation of an aircraft.

**END OF SECTION 24**

## **SECTION 25: PHYSICAL EXAMINATION**

**25.1** No Flight Attendant shall be required to undergo a physical examination as a condition of continued employment except as required by the FAA or another Section of this Agreement. All medical information obtained as a result of said examination shall be held in the strictest confidence by the Company and may not be disclosed to any person or entity without the Flight Attendant's consent, except as required by law. If the FAA requires Flight Attendant medical examinations, the Company shall pay the cost of such examination.

**END OF SECTION 25**

## **SECTION 26: INTERNMENT, PRISONER, MISSING OR HOSTAGE**

### **26.1 General**

**26.1(A)** A Flight Attendant will be entitled to the benefits described in subsection 26.1(B) if, while assigned Company duty or rest away from her residence or base:

- (1)** She becomes interned, involuntarily missing, or held as a prisoner or hostage by any person, group or foreign government as a result of hijacking, war, terrorism, or criminal activity that results from the performance of company duty (including the associated rest and travel); or
- (2)** She is held outside the United States as a prisoner based on criminal charges arising from her/her authorized operation of a Company aircraft, performance of any Company-directed duty or any other action directly related to such Company directed-duty.

### **26.1(B) Benefits**

- (1)** Base wages at her last awarded or assigned schedule;
- (2)** Continuation of all insurance benefits provided for in Section 24 of the Agreement that the Flight Attendant was receiving at the time she became subject to Section 26 on the same terms as active Flight Attendants;
- (3)** Continuation of seniority accrual for all purposes under the Agreement;
- (4)** Continuation of vacation accrual, up to the maximum permitted by Section 8 of this Agreement;
- (5)** Continuation of Paid Time Off accrual, up to the maximum permitted by Section 10 of this Agreement;
- (6)** If the base wages described above are paid to the Flight Attendant and not to a beneficiary, continuation of 401(k) deductions from the Flight Attendant's monthly compensation and the Company's matching contributions on behalf of the Flight Attendant;
- (7)** Receipt of any rights or benefits applicable to the Flight Attendant pursuant to a grievance settlement or System Board of Adjustment decision;
- (8)** Company provided travel (*i.e.*, airfare, hotel, ground transportation, visas, security, if required, and the Flight Attendant's per diem) to the location where the Flight

Attendant is involuntarily held, if known, for the Flight Attendant's spouse, domestic partner or civil union partner and minor children up to one (1) two (2) week round trip per month, unless the Company agrees to a greater length or frequency in its discretion;

- (9) Company-provided legal representation, including reasonable attorney fees for Company-provided counsel, reasonable and customary legal expenses (*e.g.*, transcripts, witness expenses) and court costs related to the Flight Attendant's release from captivity;
- (10) All transportation costs related to returning the Flight Attendant to her crew base under Section 13 and any related letters of agreement;
- (11) All temporary, reasonable living expenses (*i.e.*, accommodations, ground transportation, and per diem, as applicable based on the circumstances of the Flight Attendant's detention) in the location where the Flight Attendant is being involuntarily held while awaiting trial to include persons listed in 8 above; and
- (12) The Company shall cooperate with the lawful and reasonable efforts of foreign and domestic governmental authorities to obtain a Flight Attendant's release from captivity.

**26.1(C)** Except for subsection 26.1(B)(12), the provisions of this Section shall not apply to a Flight Attendant if she becomes eligible for benefits as a result of her (1) own gross negligence or willful misconduct; (2) engaging in activities she knew or should have known were illegal under the laws of the United States or the country where such activities took place; or (3) knowingly and voluntarily entering an area she was instructed not to enter by the Company or by the United States government or a foreign government with jurisdiction over the area; *provided*, she had prior notice of the instruction. For purposes of this subsection, a Flight Attendant will be presumed to have prior notice of an instruction not to enter an area if (1) the instruction is sent by the Company to her Company-Issued Communications Device prior to the time the Flight Attendant entered the restricted area and; (2) her Company-Issued Communications device was working at the time the Flight Attendant was obligated to read the instruction.

**26.1(D)** The provisions of subsection 26.1(A) and (B) will cease at the earlier of: (1) when the Flight Attendant is no longer prevented from reporting for duty due the circumstances giving rise to benefits under this Section; *provided*, a failure to return to duty stemming from a medical

condition caused by the above will be covered by Sections 16 and/or 24 of this Agreement, as applicable; or (2) when proof of death is established in fact; or (3) when there has been an official finding of death by a tribunal of competent jurisdiction; (4) when a presumption of death attached under the laws of the Flight Attendant's state of residence; or (5) twenty-four (24) months from the date benefits under commenced; *provided*, the Company may, in its sole discretion, extend the twenty-four (24) month period. If benefits are terminated as a result of a finding of death or presumption thereof, and the affected Flight Attendant is later determined to be alive, the Company shall retroactively pay applicable benefits required under this Section up to a maximum of twenty-four (24) months, less any Company-paid life insurance benefits paid to the Flight Attendant's beneficiaries.

**26.1(E)** The base wages referred to in this subsection will be paid to the beneficiary or beneficiaries designated in writing by the Flight Attendant prior to her departure. The Company will make the form available via Company website to all Flight Attendants within seven (7) business days of ratification of this Agreement. All Flight Attendants are responsible for completing the form and filing the same with the Compensation and Benefits Department.

**26.1(F)** A grievance filed by the Union alleging a violation of this Section 26 may, at the Union's election, bypass the initial steps of the grievance procedure and be submitted and heard under Section 22 of the System Board of Adjustment, including the neutral member.

### **26.2 Beneficiary Form**

In compliance with the requirements of this benefit, the form found on the following page will be used by the Flight Attendants in designating assignment of the benefit contained herein.

### **26.3 Payments to Beneficiary or Estate**

Any amounts paid to the account of a Flight Attendant, or paid to a beneficiary in accordance with said provision, will not be required to be returned by such beneficiary or the estate of the Flight Attendant if it is established that such payments were made after the death of the Flight Attendant, nor will such amounts be a charge against the estate of the Flight Attendant provided that any such beneficiary will have furnished the Company with any evidence indicating the death of such Flight Attendant promptly after its receipt.

**END OF SECTION 26**

**INTERMENT, PRISONER, MISSING OR HOSTAGE OF WAR BENEFIT  
ASSIGNMENT FORM**

To NetJets Aviation, Inc:

You are hereby directed to pay all compensation allowable to me under Section 26 of the Agreement, less any withholdings required to continue the benefits described in Section 26 of the Agreement, to the following beneficiary as long as she or she is living:

Beneficiary Name \_\_\_\_\_

Beneficiary

Address \_\_\_\_\_

Beneficiary Phone Number \_\_\_\_\_

The balance, if any, and any amount accruing after death of all named beneficiaries will be held for me or, in the event of my death, paid to the legal representative of my estate. The foregoing direction may be modified by me in a signed writing, which will become effective upon receipt by the Company. Payments made by the Company pursuant to this direction will fully release the Company from the obligation of making any further payment with respect thereto.

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

Date: \_\_\_\_\_

**SECTION 27: SALARY, OVERTIME, EXTENDED DAYS, MISCELLANEOUS**

**27.1 Wage Rates**

**27.1(A)** A Flight Attendant’s base wage will be determined by her number of service years on the seniority list, based on her most recent date of hire, the year of the Agreement, and her Work Schedule (including any selected options), as set forth in the pay tables below. Flight Attendant pay begins upon date of hire; however, new hires are ineligible for extended day pay until fully released to fly the line.

**Legend**

- Y1 = Date of Ratification (DOR) – December 20, 2023
- Y2 = December 21, 2023 – December 20, 2024
- Y3 = December 21, 2024 – December 20, 2025
- Y4 = December 21, 2025 – December 20, 2026
- Y5 = Option Year 1 (if exercised, December 21, 2026 – December 20, 2027)
- Y6 = Option Year 2 (if exercised, December 21, 2027 – December 20, 2028)
- Y7 = Option Year 3 (if exercised, December 21, 2028 – December 20, 2029)

Year of Agreement		Annual Base Wage Increase
Y1	Date of Ratification (DOR) - December 20, 2023	2.00%
Y2	December 21, 2023 - December 20, 2024	4.00%
Y3	December 21, 2024 - December 20, 2025	2.00%
Y4	December 21, 2025 - December 20, 2026	2.00%
Y5	December 21, 2026 - December 20, 2027	2% or CPI-U, capped at 4%
Y6	December 21, 2027 - December 20, 2028	Lesser of 2% or CPI-U
Y7	December 21, 2028 - December 20, 2029	Lesser of 2% or CPI-U

7&7 (No Options Selected)					
		DOR	12/21/2023	12/21/2024	12/21/2025
Service Year	1	\$47,327	\$49,220	\$50,205	\$51,209
	2	\$53,572	\$55,715	\$56,829	\$57,966
	3	\$57,757	\$60,067	\$61,268	\$62,494
	4	\$58,334	\$60,667	\$61,881	\$63,118
	5	\$58,917	\$61,274	\$62,499	\$63,749
	6	\$60,666	\$63,093	\$64,355	\$65,642
	7	\$64,268	\$66,839	\$68,176	\$69,539
	8	\$65,722	\$68,350	\$69,717	\$71,112
	9	\$67,407	\$70,103	\$71,505	\$72,935
	10	\$69,092	\$71,856	\$73,293	\$74,759
	11	\$70,777	\$73,608	\$75,080	\$76,582
	12	\$72,462	\$75,361	\$76,868	\$78,405
	13	\$74,147	\$77,113	\$78,656	\$80,229
	14	\$75,833	\$78,866	\$80,443	\$82,052
	15	\$78,079	\$81,203	\$82,827	\$84,483
	16	\$80,326	\$83,539	\$85,210	\$86,914
	17	\$82,573	\$85,876	\$87,594	\$89,346
	18	\$84,820	\$88,213	\$89,977	\$91,777

7&7 (Travel on Day Zero)					
		DOR	12/21/2023	12/21/2024	12/21/2025
Service Year	1	\$50,640	\$52,666	\$53,719	\$54,793
	2	\$57,322	\$59,615	\$60,807	\$62,023
	3	\$61,800	\$64,272	\$65,557	\$66,868
	4	\$62,417	\$64,914	\$66,212	\$67,537
	5	\$63,041	\$65,563	\$66,874	\$68,212
	6	\$64,913	\$67,509	\$68,859	\$70,237
	7	\$68,767	\$71,518	\$72,948	\$74,407
	8	\$70,322	\$73,135	\$74,598	\$76,090
	9	\$72,125	\$75,010	\$76,510	\$78,041
	10	\$73,928	\$76,885	\$78,423	\$79,992
	11	\$75,731	\$78,761	\$80,336	\$81,943
	12	\$77,535	\$80,636	\$82,249	\$83,894
	13	\$79,338	\$82,511	\$84,161	\$85,845
	14	\$81,141	\$84,387	\$86,074	\$87,796
	15	\$83,545	\$86,887	\$88,625	\$90,397
	16	\$85,949	\$89,387	\$91,175	\$92,998
	17	\$88,353	\$91,888	\$93,725	\$95,600
	18	\$90,758	\$94,388	\$96,276	\$98,201

8 & 6					
		DOR	12/21/2023	12/21/2024	12/21/2025
Service Year	1	\$55,846	\$58,080	\$59,241	\$60,426
	2	\$63,215	\$65,744	\$67,058	\$68,400
	3	\$68,153	\$70,879	\$72,297	\$73,743
	4	\$68,834	\$71,588	\$73,019	\$74,480
	5	\$69,522	\$72,303	\$73,749	\$75,224
	6	\$71,586	\$74,449	\$75,938	\$77,457
	7	\$75,836	\$78,870	\$80,447	\$82,056
	8	\$77,551	\$80,654	\$82,267	\$83,912
	9	\$79,540	\$82,722	\$84,376	\$86,064
	10	\$81,528	\$84,790	\$86,485	\$88,215
	11	\$83,517	\$86,858	\$88,595	\$90,367
	12	\$85,505	\$88,926	\$90,704	\$92,518
	13	\$87,494	\$90,994	\$92,814	\$94,670
	14	\$89,482	\$93,062	\$94,923	\$96,821
	15	\$92,134	\$95,819	\$97,736	\$99,690
	16	\$94,785	\$98,577	\$100,548	\$102,559
	17	\$97,436	\$101,334	\$103,361	\$105,428
	18	\$100,088	\$104,091	\$106,173	\$108,297

FA Choice 52 Day (8 Day Max)					
		DOR	12/21/2023	12/21/2024	12/21/2025
Service Year	1	\$43,872	\$45,627	\$46,540	\$47,470
	2	\$49,661	\$51,648	\$52,681	\$53,734
	3	\$53,541	\$55,682	\$56,796	\$57,932
	4	\$54,076	\$56,239	\$57,363	\$58,511
	5	\$54,616	\$56,801	\$57,937	\$59,096
	6	\$56,237	\$58,487	\$59,657	\$60,850
	7	\$59,577	\$61,960	\$63,199	\$64,463
	8	\$60,924	\$63,361	\$64,628	\$65,921
	9	\$62,486	\$64,985	\$66,285	\$67,611
	10	\$64,048	\$66,610	\$67,942	\$69,301
	11	\$65,610	\$68,235	\$69,599	\$70,991
	12	\$67,173	\$69,859	\$71,257	\$72,682
	13	\$68,735	\$71,484	\$72,914	\$74,372
	14	\$70,297	\$73,109	\$74,571	\$76,062
	15	\$72,380	\$75,275	\$76,780	\$78,316
	16	\$74,463	\$77,441	\$78,990	\$80,570
	17	\$76,545	\$79,607	\$81,199	\$82,823
	18	\$78,628	\$81,773	\$83,409	\$85,077

FA Choice 60 Day (7 Day Max)					
		DOR	12/21/2023	12/21/2024	12/21/2025
Service Year	1	\$47,327	\$49,220	\$50,205	\$51,209
	2	\$53,572	\$55,715	\$56,829	\$57,966
	3	\$57,757	\$60,067	\$61,268	\$62,494
	4	\$58,334	\$60,667	\$61,881	\$63,118
	5	\$58,917	\$61,274	\$62,499	\$63,749
	6	\$60,666	\$63,093	\$64,355	\$65,642
	7	\$64,268	\$66,839	\$68,176	\$69,539
	8	\$65,722	\$68,350	\$69,717	\$71,112
	9	\$67,407	\$70,103	\$71,505	\$72,935
	10	\$69,092	\$71,856	\$73,293	\$74,759
	11	\$70,777	\$73,608	\$75,080	\$76,582
	12	\$72,462	\$75,361	\$76,868	\$78,405
	13	\$74,147	\$77,113	\$78,656	\$80,229
	14	\$75,833	\$78,866	\$80,443	\$82,052
	15	\$78,079	\$81,203	\$82,827	\$84,483
	16	\$80,326	\$83,539	\$85,210	\$86,914
	17	\$82,573	\$85,876	\$87,594	\$89,346
	18	\$84,820	\$88,213	\$89,977	\$91,777

FA Choice 60 Day (8 Day Max)					
		DOR	12/21/2023	12/21/2024	12/21/2025
Service Year	1	\$48,747	\$50,697	\$51,711	\$52,745
	2	\$55,179	\$57,386	\$58,534	\$59,705
	3	\$59,490	\$61,869	\$63,107	\$64,369
	4	\$60,084	\$62,487	\$63,737	\$65,012
	5	\$60,685	\$63,112	\$64,374	\$65,662
	6	\$62,486	\$64,985	\$66,285	\$67,611
	7	\$66,196	\$68,844	\$70,221	\$71,625
	8	\$67,693	\$70,401	\$71,809	\$73,245
	9	\$69,429	\$72,206	\$73,650	\$75,123
	10	\$71,165	\$74,011	\$75,491	\$77,001
	11	\$72,900	\$75,816	\$77,333	\$78,879
	12	\$74,636	\$77,622	\$79,174	\$80,757
	13	\$76,372	\$79,427	\$81,015	\$82,636
	14	\$78,108	\$81,232	\$82,857	\$84,514
	15	\$80,422	\$83,639	\$85,312	\$87,018
	16	\$82,736	\$86,046	\$87,767	\$89,522
	17	\$85,050	\$88,452	\$90,222	\$92,026
	18	\$87,365	\$90,859	\$92,677	\$94,530

FA Choice 72 Day (7 Day Max)					
		DOR	12/21/2023	12/21/2024	12/21/2025
Service Year	1	\$57,739	\$60,049	\$61,250	\$62,475
	2	\$65,358	\$67,972	\$69,332	\$70,718
	3	\$70,463	\$73,282	\$74,748	\$76,242
	4	\$71,168	\$74,014	\$75,495	\$77,004
	5	\$71,879	\$74,754	\$76,249	\$77,774
	6	\$74,013	\$76,973	\$78,513	\$80,083
	7	\$78,407	\$81,543	\$83,174	\$84,838
	8	\$80,180	\$83,388	\$85,055	\$86,756
	9	\$82,236	\$85,526	\$87,236	\$88,981
	10	\$84,292	\$87,664	\$89,417	\$91,205
	11	\$86,348	\$89,802	\$91,598	\$93,430
	12	\$88,404	\$91,940	\$93,779	\$95,654
	13	\$90,460	\$94,078	\$95,960	\$97,879
	14	\$92,516	\$96,216	\$98,141	\$100,104
	15	\$95,257	\$99,067	\$101,049	\$103,070
	16	\$97,998	\$101,918	\$103,956	\$106,036
	17	\$100,739	\$104,769	\$106,864	\$109,002
	18	\$103,481	\$107,620	\$109,772	\$111,968

FA Choice 72 Day (8 Day Max)					
		DOR	12/21/2023	12/21/2024	12/21/2025
Service Year	1	\$59,471	\$61,850	\$63,087	\$64,349
	2	\$67,319	\$70,011	\$71,412	\$72,840
	3	\$72,577	\$75,480	\$76,990	\$78,530
	4	\$73,303	\$76,235	\$77,759	\$79,315
	5	\$74,035	\$76,997	\$78,537	\$80,107
	6	\$76,233	\$79,282	\$80,868	\$82,485
	7	\$80,759	\$83,990	\$85,669	\$87,383
	8	\$82,586	\$85,889	\$87,607	\$89,359
	9	\$84,703	\$88,091	\$89,853	\$91,650
	10	\$86,821	\$90,294	\$92,100	\$93,942
	11	\$88,938	\$92,496	\$94,346	\$96,233
	12	\$91,056	\$94,698	\$96,592	\$98,524
	13	\$93,174	\$96,901	\$98,839	\$100,815
	14	\$95,291	\$99,103	\$101,085	\$103,107
	15	\$98,115	\$102,039	\$104,080	\$106,162
	16	\$100,938	\$104,976	\$107,075	\$109,217
	17	\$103,762	\$107,912	\$110,070	\$112,272
	18	\$106,585	\$110,848	\$113,065	\$115,327

FA Choice 76 Day (7 Day Max)					
		DOR	12/21/2023	12/21/2024	12/21/2025
Service Year	1	\$61,525	\$63,986	\$65,266	\$66,571
	2	\$69,644	\$72,429	\$73,878	\$75,356
	3	\$75,084	\$78,087	\$79,649	\$81,242
	4	\$75,834	\$78,868	\$80,445	\$82,054
	5	\$76,592	\$79,656	\$81,249	\$82,874
	6	\$78,866	\$82,021	\$83,661	\$85,334
	7	\$83,549	\$86,891	\$88,628	\$90,401
	8	\$85,438	\$88,856	\$90,633	\$92,445
	9	\$87,629	\$91,134	\$92,957	\$94,816
	10	\$89,819	\$93,412	\$95,281	\$97,186
	11	\$92,010	\$95,691	\$97,604	\$99,557
	12	\$94,201	\$97,969	\$99,928	\$101,927
	13	\$96,392	\$100,247	\$102,252	\$104,297
	14	\$98,582	\$102,526	\$104,576	\$106,668
	15	\$101,503	\$105,563	\$107,675	\$109,828
	16	\$104,424	\$108,601	\$110,773	\$112,989
	17	\$107,345	\$111,639	\$113,872	\$116,149
	18	\$110,266	\$114,677	\$116,970	\$119,310

FA Choice 76 Day (8 Day Max)					
		DOR	12/21/2023	12/21/2024	12/21/2025
Service Year	1	\$63,371	\$65,906	\$67,224	\$68,568
	2	\$71,733	\$74,602	\$76,094	\$77,616
	3	\$77,336	\$80,430	\$82,038	\$83,679
	4	\$78,109	\$81,234	\$82,858	\$84,515
	5	\$78,890	\$82,046	\$83,687	\$85,360
	6	\$81,232	\$84,481	\$86,171	\$87,894
	7	\$86,055	\$89,497	\$91,287	\$93,113
	8	\$88,001	\$91,521	\$93,352	\$95,219
	9	\$90,258	\$93,868	\$95,745	\$97,660
	10	\$92,514	\$96,215	\$98,139	\$100,102
	11	\$94,771	\$98,561	\$100,533	\$102,543
	12	\$97,027	\$100,908	\$102,926	\$104,985
	13	\$99,283	\$103,255	\$105,320	\$107,426
	14	\$101,540	\$105,601	\$107,713	\$109,868
	15	\$104,548	\$108,730	\$110,905	\$113,123
	16	\$107,557	\$111,859	\$114,096	\$116,378
	17	\$110,566	\$114,988	\$117,288	\$119,634
	18	\$113,574	\$118,117	\$120,480	\$122,889

**27.1(B)** Beginning on December 21, 2026 (December 21, 2029 if the Company exercises the option described in Section 30) a Flight Attendant who has or reaches nineteen (19) or more years of service (and every anniversary thereafter) will receive a one percent (1%) increase for every year of service in excess of eighteen (18).

**27.1(C)** Each Flight Attendant will receive, on her anniversary date following the completion of her nineteenth (19<sup>th</sup>) service year, a one-time longevity bonus of five thousand dollars (\$5,000.00).

**27.1(D)** A Flight Attendant whose base wage rate prior to ratification exceeds the post-ratification base wage rate for her number of service years, Schedule, and fleet assignment will be considered pay protected and will suffer no reduction in her base wage rate. A pay protected Flight Attendant will receive a one percent (1%) increase to her base wage rate each year on her date of hire anniversary until such time as her pay protected base wage rate meets or falls below the contract base wage rate applicable to similarly situated non-pay protected Flight Attendants with the same number of service years. At that time, the Flight Attendant shall be brought to the same base wage rate applicable to Flight Attendants within the same fleet and Schedule with the same number of service years and will thereafter be subject to the normal anniversary and contract year increases. A pay protected Flight Attendant receiving a one (1%) percent increase pursuant to Subsection 27.1(B) above is not entitled to the (1%) percent increase set forth in this paragraph.

**27.1(E)** Compensation overrides associated with overtime and holidays for a pay protected Flight Attendant shall be calculated on the basis of the applicable contract base wage rate (without regard for her pay protected base wage rate) for her years of service, or for the top of scale for pay protected Flight Attendants in their eighteenth (18<sup>th</sup>) or greater year of service. The Company shall calculate voluntary extended days and extended days associated with after-midnight events using a pay protected Flight Attendant's actual wage rate, rather than the contract base wage rate.

**27.1(F)** A Flight Attendant electing to participate in the Tour Slide Program (TSP) described in Section 19.10 will receive a premium pay in the form and amount of two and a half percent (2.5%) of her base wage rate.

## **27.2 Overtime**

**27.2(A)** If a duty period exceeds twelve (12) hours, a Flight Attendant shall receive hourly overtime calculated at a rate of one and one half times (1.5) her base hourly rate based on 2,184 hours per year.

**27.2(B)** Overtime pay in Section 27.2(A) shall be paid in one-quarter hour increments. Any fraction of one quarter hour shall count as one quarter hour. The Company shall compensate Flight Attendants for the overtime pay along with their regular compensation.

**27.2(C)** If the overtime provisions contained in the Pilot CBA are modified to provide for overtime pay beginning before twelve (12) hours of duty, such changes shall be extended to employees in the craft or class of Flight Attendants.

## **27.3 First Day Overtime**

Flight Attendants who are required to start work before 0800 Local Crew Base Time ("LCT") on the first day of work during a tour will be paid at the hourly overtime rate set forth in subsection 27.2(A) for all duty prior to 0800 LCT on the first day of work during the tour and will be paid the hourly overtime rate set forth in 27.2(A) for all duty in excess of nine (9) hours on the first work day.

## **27.4 Holiday Pay**

**27.4(A)** Flight Attendants who are scheduled to work or do in fact work on a designated holiday set forth in subsection 27.4(B) will be paid a holiday premium equivalent to the extended day rate set forth in subsection 27.5 in addition to all other compensation earned on the holiday. This premium will not be paid if the Flight Attendant becomes unavailable for duty on a designated holiday for any reason.

**27.4(B)** The designated holidays are: New Years' Day; Martin Luther King Day; Presidents Day; Good Friday; Easter Sunday; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; and Christmas Day.

## **27.5 Extended Day Pay**

In the event a Flight Attendant is eligible for extended day pay under this Agreement, the payment shall be calculated at a rate of one and one half (1.5) times the Flight Attendant's Normal Daily

Rate. The “Normal Daily Rate” is calculated by dividing the applicable base wage rate by the following theoretical maximum number of workdays for the type of Schedule the Flight Attendant was on at the time she became eligible for the extended day:

- 182 if on the 7&7 Schedule;
- 208 if on the 8&6 Schedule;
- 156 if on the FA Choice 52 Schedule;
- 180 if on the FA Choice 60 Schedule;
- 216 if on the FA Choice 72 Schedule;
- 228 if on the FA Choice 76 Schedule.

## **27.6 Instructor Pay**

Flight Attendants holding an Instructor position pursuant to Section 5.6 will be paid \$600.00 per month in addition to her base wage.

## **27.7 Supplemental Pay Programs**

### **27.7(A) Tour-Based Flight (12.1+ Hour) Pay**

The Company will pay Tour-Based Flight (10.0+ Hour) Pay (“TBFP”) to each Flight Attendant who flies at least 10.0 Flight Hours in a tour. The pay shall be \$73 for all Flight Hours in a tour in excess of 10.0 Flight Hours, subject to the following:

- (1) “Flight Hours” are based on the Air Traffic Control filed flight time set forth in the filed flight plan, of all flown flights, plus 0.2 hours per flight segment for taxi time. In the event of a diversion to an airport other than the airport in the filed flight plan, Flight Hours are based on actual flight time, plus 0.2 hours taxi time. If the Company increases the amount of taxi time charged to customers (e.g., fractional ownership program, card holder program) (currently 0.2 hours per segment), the amount of taxi time used to calculate Flight Hours under this subsection 27.7(A) will be increased by the same amount;
- (2) Flying associated with IOE/AOE training shall be credited to Flight Hours;

- (3) All payments under subsection 27.7(A) are paid on a bi-weekly basis. If a tour spans multiple pay periods, the pay associated with a tour will be paid with the payroll for the pay period in which the tour ends;
- (4) Flight Hours are rounded up to the nearest tenth (0.1) hour, and payments will be made in tenth-hour (0.1 hour) increments; and
- (5) Except as provided in LOA 27-005, there will be no credit or pay for hours not flown for any reason.
- (6) The Tour-Based Flight Pay factor in subsection 27.7(A) shall increase by the following amounts on a compounding basis effective January 1 of the following years: 2024 1.35%, 2025 1.33%, 2026 1.32%.
- (7) Effective January 1, 2027, and every January 1 thereafter, the Tour-Based Flight Pay factor in subsection 27.7(A) shall increase by two percent (2%) on a compounding basis.

The following are examples of the Tour-Based Flight (10+ Hour) Pay calculation described in this subsection 27.7(A):

Example 1: A Flight Attendant who accumulates 10.0 or fewer Flight Hours in a tour shall not receive Tour-Based Flight (10.0+ Hour) Pay for the tour.

Example 2: A Flight Attendant who accumulates 11 Flight Hours in a tour shall receive Tour-Based Flight (10.0+ Hour) Pay in the amount of \$73.00 for the tour (1.0 x \$73.00).

Example 3: A Flight Attendant who accumulates 20.6 Flight Hours in a tour shall receive Tour-Based Flight (10.0+ Hour) Pay in the amount of \$773.80 for the tour (10.6 x \$73.00).

### **27.7(B) Night Flight Pay**

A Flight Attendant shall be paid an hourly rate of \$22.00 for all Flight Hours (as defined by subsections 27.7(A)(1) through 27.7(A)(5)) between the hours of 2300 and 0559 (inclusive). The hours shall be calculated based on local departure time. Night Flight Pay shall be in addition to any Tour-Based Flight (10+ Hour) Pay pursuant to subsection 27.7(A), above. Effective January 1, 2024, and every January 1 thereafter, the Night Flight Pay factor shall increase by two percent (2%) on a compounding basis.

### **27.7(C) Non-Flight Assignment Duty Pay**

"Non-Flight Assignment Duty" means any type of duty defined in Section 28 other than "Training Duty" in subsection 28.5(E), "Travel Duty" in subsection 28.5(D), "Flight Assignment Duty" defined as "a flight or series of flights," and R-2 duty (R-2 duty means "a duty status where a Flight Attendant has been released from all Company obligations except the obligation to remain contactable for purposes of receiving a next-day briefing and/or duty day end message"). The Company will pay Flight Attendants who perform Non-Flight Assignment Duty as provided in subsections 27.7(C)(1) and 27.7(C)(2). When a Flight Attendant is entitled to additional compensation under subsections 27.2, 27.3, 27.7(C)(1), and/or 27.7(C)(2) simultaneously, the Flight Attendant shall receive the greater of the aforementioned types of additional compensation, but not more than one for the same period of time. All payments under subsection 27.7(C) are paid on a bi-weekly basis.

#### **27.7(C)(1) End-of-Day (10+ Hour) Pay**

Flight Attendants will be paid End-of-Day (10+ Hour) Pay for all Non-Flight Assignment Duty after the last Flight Assignment Duty End time of a duty period (as defined in subsection 28.5(A)(2)), subject to the following rules:

- (a) End-of-Day (10+ Hour) Pay does not begin to accrue until the Flight Attendant has been on duty for at least ten (10) hours in the duty period; and
- (b) End-of-Day (10+ Hour) Pay ends when assigned a non-qualifying duty type as set forth in subsection 27.7(C) or released from all duty, whichever occurs first.

A Flight Attendant's total number of eligible End-of-Day hours (based on quarter hour increments) in the pay period is multiplied by \$22.00. Effective January 1, 2024, and every January 1 thereafter, the End-of-Day Pay factor shall increase by two percent (2%) on a compounding basis.

Example: A Flight Attendant is not eligible for End-of-Day (10+ Hour) Pay for any time the Flight Attendant receives overtime pursuant to subsection 27.2. By way of example, if a Flight Attendant on a duty day other than his first duty day is on duty for thirteen (13) hours, with the last three hours of the duty period consisting solely of Non-Flight Assignment

Duty, then hours ten (10) to twelve (12) will be paid pursuant to this subsection 27.7(C)(1), and time in excess of twelve (12) will be paid pursuant to subsection 27.2.

### **27.7(C)(2) Night Duty Pay**

Flight Attendants will be paid Night Duty Pay for all Non-Flight Assignment Duty hours between the hours of 2300-0759 (local show time), subject to the following rules:

- (a) a Flight Attendant must complete a Flight Assignment defined as “a flight or series of flights” or a Travel Duty assignment (other than Travel Duty assignments associated with a fatigue call) under 28.5(D) of the duty period, if applicable;
- (b) if the Flight Attendant is not given a Flight Assignment or a Travel Duty assignment, the Flight Attendant must be available for duty for the entire duty period;
- (c) following a flight, Night Duty Pay will not begin until the end of the post-flight time associated with a Flight Assignment (measured using the times in subsection 28.5(A)(2) whether or not the applicable flight is the last flight of the day);
- (d) before a flight, Night Duty Pay ends at the start of the pre-flight time associated with a Flight Assignment (measured using the times in subsection 28.5(A)(1) whether or not the applicable flight is the first flight of the day); and
- (e) if the Flight Attendant’s first assignment of the duty day is Reserve Duty pursuant to subsection 28.5(C), and such Reserve Duty is assigned no later than the commencement of a rest period at the end of the preceding duty period, Night Duty Pay will not begin until the end of the Reserve Duty.

A Flight Attendant’s total eligible Night Duty Pay hours (based on quarter hour increments) in the pay period is multiplied by \$22.00. Effective January 1, 2024, and every January 1 thereafter, the Night Duty Pay factor shall increase by two percent (2%) on a compounding basis.

Example: A Flight Attendant is not eligible for Night Duty Pay for any time the Flight Attendant receives overtime, pursuant to subsection 27.2 (e.g., if a Flight Attendant on a duty day other than his first day commences duty at 1200 ends duty at 0100 the following

day, with all hours after 2300 consisting solely of Non-Flight Assignment Duty, then the Flight Attendant will be paid one (1) hour of Night Duty Pay pursuant to this subsection 27.7(C)(2) and one (1) hour of overtime, pursuant to subsection 27.2.

#### **27.7(D) Non-Elective Company Contribution to 401(k) Plan**

The Company shall allocate 33% of each Flight Attendant's combined Tour-Based Flight (10+ Hour) Pay, Night Flight Pay, Non-Flight Assignment (Night Duty and End-of-Day) Pay as a non-elective employer contribution to the 401(k) Plan account of such crewmember. The remainder of the combined Tour-Based Flight (10+ Hour) Pay, Night Flight Pay, Non-Flight Assignment (Night Duty and End-of-Day) Pay will be paid in cash as described above. Contributions to 401(k) Plan accounts referred to herein shall be subject to applicable limits contained in the qualified plan, Internal Revenue Code Section 415 and any other applicable law or regulation, with such IRC Section 415 limits calculated as if the Flight Attendant contributed the maximum elective contribution permitted and received the maximum available matching contribution any participant could receive. For the avoidance of doubt, the non-elective employer contribution is not subject to any matching.

#### **27.7(E) Tour Based Flight Pay Threshold Discussion**

If the Company, through collective bargaining with NetJets Association of Shared Aircraft Pilots (NJASAP), or with NJASAP's approval, reduces the 10.0 hour threshold for Tour-Based Flight Pay in the NJASAP collective bargaining agreement or any related letters of agreement, the Company agrees to meet and discuss with the Union conditions on which the reduction may also apply to this Agreement.

#### **27.8 Temporary Assignment to non-Flight Attended Aircraft**

Upon request by an Owner, the Company may temporarily assign a Flight Attendant to a non-Flight Attended aircraft; *provided*, the Flight Attendant will be listed as a passenger and will only act in the capacity of an in-flight service representative. There will be no reduction in pay for a Flight Attendant who is assigned to perform duties on a non-Flight Attended aircraft and such Flight Attendant shall receive a premium of \$200.00 for each day or part thereof performing duties on a non-Flight Attended aircraft at the direction of the Company. When making temporary assignments within the meaning of this Section, a Flight Attendant shall receive all the days off the schedule she is entitled to in accordance Section 19 of the Agreement.

## **27.9 Payroll Administration**

### **27.9(A) Pay Frequency**

The Company will pay Flight Attendants on a bi-weekly basis.

### **27.9(B) Pay Stub Information**

A Flight Attendant's bi-weekly paycheck stub will specifically itemize the number of hours of overtime worked and paid for each day of the pay period, if any, and the number of extended days worked and paid for each day of the pay period, if any. In addition, the Company will specify via electronic means (e.g., crew leave balance system) or in the Flight Attendant's paycheck stub each Flight Attendant's net Paid Time Off balance and net vacation balance. The Company will be in compliance with this provision if the aforementioned information is provided along with but not necessarily on a Flight Attendant's pay stub (e.g., on a separate document or via secure web site or Company intranet).

### **27.9(C) Tax Withholding**

The Company will withhold from a Flight Attendant's paycheck and remit federal, state, and local income tax to the appropriate federal, state, and local agencies. A Flight Attendant will keep the payroll department informed in a timely manner of her current residence.

### **27.9(D) Direct Deposit**

The Company will maintain a direct deposit system for Flight Attendant expense reimbursement payments. All Flight Attendants will report expenses and make pay requests by the electronic method maintained by the Company.

**27.9(D)(1)** Reimbursements for approved business expenses will be made no later than ten (10) business days after the Company receives a properly submitted electronic expense report from the Flight Attendant; *provided*, Flight Attendants remain responsible for submitting actual expense receipts within twenty (20) days from the conclusion of the tour in which the expenses were incurred. Expenses submitted that do not follow Company policy may result in extended reimbursement times.

## **27.10 United States Currency**

If a Flight Attendant is domiciled in a foreign country in accordance with a specific provision set forth in this Agreement, her compensation shall be paid in United States currency.

**END SECTION 27**

## **SECTION 28: HOURS OF SERVICE**

### **28.1 General**

The Duty and Rest Periods of all Flight Attendants will be as set forth in this Section, and Flight Attendants shall not be scheduled in excess of the duty period limitations contained in this Agreement. If any applicable FAR in existence is amended and results in greater Flight Attendant protections than those contained in the Agreement, or if a new applicable FAR is promulgated providing greater Flight Attendant protections, then the applicable FAR applies, and the parties shall meet as necessary to discuss application of the FAR to the craft or class of Flight Attendants. "Applicable FAR" as used in this paragraph is an FAR determined applicable by the FAA.

### **28.2 Briefings and Contact Procedures**

#### **28.2(A) Flight Attendant's Last Day Off**

##### **28.2(A)(1) Electronic Briefing**

The Company will send an electronic briefing to a Flight Attendant's Company-issued communication device (*e.g.*, *Blackberry*) not later than 1800 Local Crew Base Time (LCT) on the Flight Attendant's last required day off. The briefing will be sent no less than 10 hours prior to the briefed Duty Period start time and will include, at a minimum, the Flight Attendant's Duty Period start time. The Flight Attendant will read and/or acknowledge the brief in accordance with Company policy. In the event a Flight Attendant on her last day off has not received the electronic briefing by 1800LCT for any reason (*e.g.*, computer glitch, coverage issues, Flight Attendant left device at home), she shall follow the telephonic contact procedures set forth in subsection 28.2(A)(2) below not later than 1900LCT.

##### **28.2(A)(2) Flight Attendant Telephone Contact**

In the event a Flight Attendant has not received an electronic briefing by 1800LCT on her last day off, she will contact the Company *via* telephone by 1900LCT to request a briefing. The Company will not be obligated to provide a minimum of ten (10) hours rest between the time of telephone contact and the Flight Attendant's duty start time; *provided*, the Company sent the brief via the Company-issued communication device as set forth in this Section.

**28.2(A)(3) Overtime Pay for Briefs Not Received by 1800LCT**

If the Company fails to send a brief to a Flight Attendant on her last day off for a reason within the Company's control, the Flight Attendant will receive hourly overtime until the earlier of: (a) the time the brief is sent via the Company-issued communication device; (b) the time of any telephone brief; or (c) one hour. A Flight Attendant who does not contact the Company by 1900L will not be entitled to any overtime, even if the brief was not sent. For purposes of this subsection, a failure of NetJets' technology systems or related technology infrastructure will be considered a reason outside of the Company's control.

**28.2(B) Subsequent to First Day of Duty Tour**

Except in connection with the last Duty Period of a Duty Tour, the Company shall brief a Flight Attendant of her next Duty Period start time no later than the end of the preceding duty period.

**28.2(C) Duty Revisions**

**28.2(C)(1) During a Duty Period**

A Flight Attendant on duty will read and acknowledge all Company briefings. The Company may supersede a briefing that has been sent to a Flight Attendant by sending a new briefing.

**28.2(C)(2) During a Rest Period**

The Company may send a revised briefing to a Flight Attendant who is in rest for the next Duty Period *via* Company-issued communication device. Except as provided in subsection 28.2(A), a Flight Attendant in Rest has no obligation to read or acknowledge briefing revisions or otherwise be available for Company contact. However, a Flight Attendant in Rest may choose to read and/or acknowledge a briefing. A Flight Attendant in Rest will not be responsible for changes to the start time of her next Duty Period by reading the briefing unless she affirmatively acknowledges the briefing.

**28.3 Duty Period Limitations**

**28.3(A) General Limitations**

Except as provided in subsection 28.3(B) of this Agreement, the Maximum Duty Period for a Flight Attendant covered by this Agreement will be 14 hours.

### **28.3(B) Exceeding Maximum Duty Period**

It will not be a violation of this Agreement if a Flight Attendant's Maximum Duty Period under subsection 28.3(A) is exceeded as described in subsections 28.3(B)(1), (2), (3), or (4).

#### **28.3(B)(1) Augmented Pilot Crew**

The Company may require a Flight Attendant to exceed 14 hours of Duty if all flight segments in the Duty Period (excluding a single positioning segment of up to three hours) are conducted by an augmented pilot crew. If there are three pilots on the augmented pilot crew, the maximum scheduled duty period will be 18 hours. If there are four pilots on the augmented crew, the maximum scheduled duty period will be 20 hours.

#### **28.3(B)(2) Extended Travel Assignment**

The Company may require a Flight Attendant to exceed 14 hours of Duty in order to complete an international or extraordinary domestic travel assignment where transportation between locations is not possible within the Duty Period limitations set forth in Section 28.3(A); *provided*, no duty assignments other than Travel Duty may be assigned in the same Duty Period. The Company may not use this sub-paragraph to extend a duty period for the purposes of transporting a Flight Attendant to or from duty assignments if the Flight Attendant has performed any other non-travel duty at the direction of the Company prior to starting the Company-provided transportation unless the Flight Attendant volunteers to do so.

#### **28.3(B)(3) Circumstances Beyond the Control of the Company or Flight Attendant**

A Flight Attendant's maximum Duty Period may be exceeded due to circumstances beyond her control or beyond the control of the Company (e.g., airline hold, adverse weather, etc.) that are not known at the time of departure and that prevent the Flight Attendant from reaching the destination within the planned flight time. In addition, the Flight Attendant will notify the Company as soon as possible when the planned Duty Period is exceeded under this subsection. Nothing in this subsection shall be construed to require a Flight Attendant to exceed her maximum Duty Period.

### **28.3(B)(4) Other Circumstances**

In circumstances other than those described above in this subsection, the Company may request or a Flight Attendant may volunteer to exceed 14 hours of Duty. A Flight Attendant will not be subject to discipline for refusing a Company request to exceed 14 hours of Duty under this subsection.

## **28.4 Minimum Rest Requirements**

**28.4(A)** Rest will not be broken or sub-divided by the Company. A telephone call by the Company relaying a family or personal emergency situation to the Flight Attendant is not a “subdivision” or “break” in the rest period.

### **28.4(B) General Pre-Duty Rest**

No less than ten (10) consecutive hours of rest must be provided immediately prior to the commencement of any duty, unless a greater period of rest is required by another paragraph of this Section.

**28.4(B)(1)** Flight attendants assigned to a duty period in which the only assignment is to travel on Company-provided transportation shall be afforded a minimum rest period of ten consecutive hours preceding the duty period, unless a greater period of rest is required by another paragraph of this Section. Nothing contained herein shall affect the Company’s obligation to provide the rest required by this Section immediately after the duty period that precedes the duty period used solely for the purpose of transporting the Flight Attendant to or from a duty assignment.

**28.4(B)(2)** Except as provided in Section 28.4(B)(1), if a Flight Attendant is scheduled to exceed 14 hours of duty in accordance with a specific paragraph of this Section, the minimum rest period prior to commencing duty shall be 14 hours, unless a greater period of rest is required by a specific paragraph of this Section.

### **28.4(C) Pre-Duty Rest for Multi-Time Zone and 10+ Hour Flights and Flights with an Augmented Crew**

**28.4(C)(1)** A Flight Attendant scheduled for a flight assignment containing a leg or series of legs scheduled for more than 10 hours of flight time shall be provided a rest period of no less than fourteen (14) consecutive hours immediately prior to the commencement of the duty period.

**28.4(C)(2)** A Flight Attendant scheduled for a flight assignment crossing five or more consecutive time zones shall be provided a rest period of no less than 14 consecutive hours immediately prior to the commencement of the duty period. For purposes of this paragraph, consecutive time zones are counted from the Flight Attendant's initial departure point during a duty period until all Flight Attendant transportation or flight activities are completed at the end of the duty period, either as a single flight leg or series of flight legs which continuously head either eastbound or westbound.

**28.4(C)(3)** A Flight Attendant scheduled to exceed 14 hours of duty with three- or four-pilot augmented flight crew, as described in subsection 28.3(B)(1), shall be provided with a minimum rest period of 14 hours immediately prior to the duty period with the augmented crew.

#### **28.4(D) Additional Post-Duty Rest**

**28.4(D)(1)** When a Flight Attendant has exceeded the duty period limitations contained in this Agreement as a result of circumstances described in Section 28.3(B)(2), Section 28.3(B)(3), or Section 28.3(B)(4), the Flight Attendant shall receive additional rest equal to the amount of time the duty period is exceeded.

**28.4(D)(2)** Except in the circumstances described in 28.4(D)(1), if a Flight Attendant is scheduled to exceed, and does in fact exceed, 14 hours of continuous duty but not more than 16 hours of continuous duty, the minimum rest period between the completion of the duty period and the commencement of a subsequent duty period shall be 14 hours.

**28.4(D)(3)** Except in the circumstances described in 28.4(D)(1), if a Flight Attendant is scheduled to exceed, and does in fact exceed, 16 hours of continuous duty, the minimum rest period between the completion of the duty period and the commencement of a subsequent duty period shall be 24 hours.

**28.4(D)(4)** Except in the circumstances described in 28.4(D)(1), if a Flight Attendant is scheduled to exceed, and does in fact exceed, 18 hours of continuous duty, the minimum rest period between the completion of the duty period and the commencement of a subsequent duty period shall be 32 hours; *provided*, the Company may shorten the minimum rest required by this subsection to no less than 24 hours if necessary to begin a duty period: (a) containing an international assignment with one or more of the same pilots on the augmented crew that triggered the application of this subsection or (b) that includes only Travel Duty.

**28.4(E)** In the event of two overlapping required rest periods, the greater of the two rest periods shall control.

#### **28.4(F) Voluntary Rest Period Reductions**

A Flight Attendant may agree to a reduction in her required Rest Period; *provided*, the Company's request to reduce the required Rest Period when a Flight Attendant is off-duty at the time of the request will be sent only in writing (*e.g.*, email or general message) and will not be initiated via telephone call to the Flight Attendant. All verbal agreements to reduce the Rest Period of a Flight Attendant will be confirmed by the Company in writing (*e.g.*, in an email or general message as soon as practicable following the agreement or in the next day brief). A Flight Attendant will not be disciplined or otherwise retaliated against for refusing to reduce a Rest Period.

### **28.5 Duty Period Descriptions**

For the purpose of calculating the number of Standby Duty hours a Flight Attendant has been assigned within the meaning of subsection 28.5(F), this subsection contains all of the types of duty. A Flight Attendant who believes she is assigned a type of duty for which she has not been properly briefed will notify the Company via Company-issued communication device. The Company and Flight Attendant will cooperate to ensure briefs are accurate and owners are properly served.

#### **28.5(A) Flight Duty**

Flight Duty is an assignment as a Flight Attendant with (1) a complete flight crew and (2) an immediately available airworthy aircraft located at an operational airport (*e.g.*, ferry flight

and/or revenue flight so long as (1) and (2) are satisfied). Flight Duty will include pre-flight and post-flight duties and other duties that are incidental to a Flight Attendant's duties in conjunction with the operation of a NetJets aircraft. Flight Duty ends when a Flight Attendant is assigned rest or another type of duty pursuant to the provisions of subsection 28.5. There are two types of Flight Duty: Flight Assignment Duty and Flight Asset Duty.

**28.5(A)(1)** Flight Assignment Duty is a flight or series of flights.

**28.5(A)(1)(a) Flight Assignment Duty Start**

If Flight Assignment Duty is the first duty assignment of the day, duty starts as follows:

- (i) Domestic-Domestic**  
60 minutes before scheduled departure.
- (ii) Domestic-International**  
90 minutes before scheduled departure.
- (iii) International-Domestic**  
90 minutes before scheduled departure.
- (iv) International-International**  
120 minutes before scheduled departure.

The Company may reduce the show times provided in subsection 28.5(A)(1)(a) when deemed necessary for operational needs. In the event a Flight Attendant is given a show/go time that is less than the show/go periods provided in subsection 28.5(A)(1)(a), the Flight Attendant's duty period will be based on the scheduled duty period plus the amount of time by which the show/go period was reduced. The Flight Attendant remains eligible to receive the hourly overtime she would have received based on the actual duty period plus the amount of time by which the applicable show/go period was reduced. If a show/go period is reduced, the Flight Attendant remains eligible to receive all hourly overtime she would have received by application of subsection 27.3 to the actual duty period plus the amount of time by which the applicable show/go period was reduced. If the duty times are shortened by the Company pursuant to the terms of this subsection, the Flight Attendant shall not be disciplined for failing to complete pre-flight duties and be fully prepared for the flight assignment as a result of the shortened duty time.

#### **28.5(A)(1)(b) Flight Assignment Duty End**

When the last Flight Duty segment of the Duty Period is a non-revenue leg, Flight Duty ends 30 minutes after block-in. When the last Flight Duty segment of the Duty Period is a revenue leg, Flight Duty ends 60 minutes after block-in. The Company may reduce these times when necessary to accommodate other needs (e.g., Rest Period requirements, the anticipated duty start time for the next Duty Period, non Local-in-Nature travel, etc.). If the duty times listed in this subsection are shortened by the Company, the Flight Attendant shall not be disciplined for failing to complete all post-flight duties as a result of the shortened duty time.

#### **28.5(A)(1)(c) Flight Assignment Duty Period Extensions**

The Company may agree to extend the end of a Flight Assignment Duty Period at the request of a Flight Attendant when post-flight operational concerns arise (e.g., removal of stock if no hangar is available in sub-zero weather). A Flight Attendant who is on an international flight segment may request and will be granted an extension of her duty period as necessary to clear customs and, if scheduled to do so, reposition the aircraft.

#### **28.5(A)(1)(d) End of Flight Duty**

The end of Flight Duty occurs when a Flight Attendant is assigned another type of duty or rest; *provided*, the rest accommodations are “local in nature” as defined in Section 3 of the Agreement. The rest period of a Flight Attendant will be extended upon request when the travel to the place of intended rest is delayed due to circumstances beyond the control of the Flight Attendant. The parties agree Flight Attendants are responsible to coordinate and manage local transportation (e.g., taxi, FBO, shuttle, etc.) in the event transportation is delayed. If the rest accommodations are not local in nature, the end of the duty period will be extended to account for the geographic location of the rest accommodation (e.g., if the hotel is geographically located forty-five (45) minutes from the landing airport, the duty period will end forty-five (45) minutes after the end of the post flight time).

### **28.5(A)(2) Flight Asset Duty**

Flight Asset Duty consists of all Flight Duty that is not Flight Assignment Duty (including Hot Spare and Tentative / TNTV Duty). Flight Asset Duty begins when the criteria for Flight Duty are met and ends when the Flight Attendant is assigned rest, a Flight Assignment, or another type of duty.

### **28.5(B) Reserve Duty**

Reserve Duty is Company-assigned duty time spent at a Company-provided hotel room or the Flight Attendant's residence. Reserve Duty begins as directed by the Company. A Flight Attendant on Reserve Duty is required to be contactable. A Flight Attendant on Reserve Duty will be available for transportation as soon as possible but not more than 30 minutes after being contacted by the Company. Reserve duty ends when the Flight Attendant is assigned a Rest Period or another type of duty.

#### **28.5(B)(1) Reserve at Residence 90 or more Miles from Base**

A Flight Attendant who resides 90 or more miles from her Base who is briefed for Reserve Duty at her residence must notify the Company of the anticipated drive time between her residence and her Base. This obligation remains applicable for each "reserve at residence" briefing. The Company reserves the right to change the location of duty start following said notification. In addition, the Flight Attendant may request a different assignment with a show location that is local-in-nature to her base. If the Company does not change the assignment to one that includes a show location local-in-nature to the Flight Attendant's base (e.g., Reserve at Hotel, Show at FBO, Commercial Airline Travel Duty, etc.) following receipt of such a request, then the Flight Attendant's subsequent travel from her residence to her base during the duty tour will be considered Travel Duty.

#### **28.5(B)(2) Reserve Duty as Standby Duty**

Except when Reserve Duty is the first or last duty assignment of the day, a Reserve Duty assignment of less than two (2) hours in duration will count as Standby Duty.

### **28.5(C) Travel Duty**

Travel Duty is all transportation directed by the Company. The Company will not assign Flight Attendants Travel Duty for the purpose of avoiding Standby Duty assignments.

### **28.5(C)(1) Commercial Airline Travel Duty**

Commercial Airline Travel Duty is Company-directed travel on a scheduled commercial air carrier, including any Duty time associated with transfers, cancellations, delays, or destination changes. Commercial Airline Travel Duty begins no less than one (1) hour before and no more than two (2) hours before scheduled airline departure. If the airline or a government agency requires an earlier reporting time, the Flight Attendant will be required to report at such recommended/mandatory time. Commercial Aircraft Travel Duty ends at the later of scheduled or actual aircraft arrival time. "Requested Airline Briefing" as defined in Section 3 is Commercial Airline Travel Duty.

#### **28.5(C)(1)(a) Airline Cancellation**

Time spent at an airline terminal for more than two (2) hours after the Company has been notified of the airline cancellation will count as Standby Duty.

#### **28.5(C)(1)(b) Company-Initiated Change in Destination**

In the event that the Company initiates a change to the Flight Attendant's destination (other than due to an airline delay or cancellation) after the Flight Attendant has arrived at the airline terminal, time spent at the airline terminal in excess of two (2) hours from show time at the terminal and prior to the new scheduled departure time will count as Standby Duty.

### **28.5(C)(2) Private Aircraft Travel Duty**

Private Aircraft Travel Duty is Company-directed travel on a private aircraft, which must be a multi-engine, turbine powered, two-pilot aircraft operated by a certificate holder on the Company's approved vendor list, or operated by NetJets Aviation, Inc. Private Aircraft Travel Duty begins not more than one (1) hour prior to scheduled departure time at the departure airport. If the private aircraft operator, other than NetJets Aviation, Inc. or a government agency, requires an earlier reporting time, the Flight Attendant will be required to report at such recommended/mandatory time. Private Aircraft Transportation Duty ends at the later of scheduled or actual arrival time.

**28.5(C)(2)(a)** A Flight Attendant who is assigned Private Aircraft Travel Duty as the first assignment of the duty period will be treated for purposes of the overtime

provisions and duty period limitations in this Agreement as though she or she had incurred a “short show” under subsection 28.5(A)(1)(a) if: (1) the Private Aircraft Travel Duty would be considered a “short show” if it had been assigned as Flight Duty; (2) at the time the Private Aircraft Travel Duty commences, the Flight Attendant is briefed to perform Flight Duty on a revenue segment on the same aircraft without an intervening assignment away from the airport location; (3) the Flight Attendant performs Flight Duty on the revenue segment; and (4) there is no other Flight Attendant assigned to Flight Duty on the segment on which the Flight Attendant is assigned Private Aircraft Travel Duty.

**28.5(C)(2)(b)** A Flight Attendant who is assigned Private Aircraft Travel Duty as the last duty assignment of the duty period will be treated for purposes of the post-flight duty time allowance under subsection 28.5(A)(1)(b) if: (1) the duty assignment immediately preceding the Private Aircraft Travel Duty was Flight Duty on the same aircraft and (2) there is no other Flight Attendant assigned to Flight Duty on the segment on which the Flight Attendant is assigned Private Aircraft Travel Duty.

**28.5(C)(3) Rental Car Travel Duty**

Rental Car Travel Duty is Company-directed travel in a rental car. Rental Car Travel Duty begins 30 minutes prior to the scheduled departure time unless the Flight Attendant previously completed the process of renting the car, in which case, duty begins as directed by the Company. Rental car trips will not be scheduled to exceed 150 miles or four (4) hours using Google Maps’ “Shortest Distance” or “Shortest Time” functions. A Flight Attendant may refuse to drive a rental car for any bona fide safety-related reason, including lack of familiarity with the intended route. Rental Car Travel Duty ends at the later of scheduled or actual arrival time at the Company-designated location, based on Google Maps or other agreed upon service, plus 30 minutes.

**28.5(C)(4) Taxi/Sedan Travel Duty**

Taxi/Sedan Travel Duty is Company-directed travel in a taxi or sedan with driver. Taxi/Sedan Travel Duty begins at the scheduled departure time and ends at the later of scheduled or actual arrival time at the Company-designated location. Time spent traveling to the location where a Taxi/Sedan will be met is considered Travel Duty so long as the Company requires the Flight Attendant to depart the airport location without undue delay.

If the Company requires the Flight Attendant to remain at the airport location, all time between the brief to remain at the airport location and ground transportation departure will be considered Standby Duty.

#### **28.5(C)(5) Other Travel Duty**

Other Travel Duty is Company-directed travel on a mode of transportation not listed above and mutually agreed to between the Company and Flight Attendant assigned the travel (e.g., train, boat, bus). Other Travel Duty begins at the scheduled departure time of the mode of travel and ends at the later of scheduled or actual arrival at the Company-designated travel destination. The Company commits to providing sufficient duty time for anticipated “pre-boarding” procedures that may be required, as predicated upon the method of transportation.

#### **28.5(D) Training Duty**

Training Duty is an assignment to attend any Company-directed training event. Training Duty begins as directed by the Company and ends when the Flight Attendant enters a Rest Period or she is assigned another type of duty (e.g., Travel Duty). For a Flight Attendant performing Instruction or Evaluation, Training Duty begins as directed by the Company, and ends when the Flight Attendant is assigned to a Rest Period or another type of duty (e.g., Travel Duty).

#### **28.5(E) Administrative Duty**

Administrative Duty is duty time spent at the direction of the Company. Administrative duty begins and ends as directed by the Company. Administrative duty consists of the following activities:

- (1) Preparing required Crewmember Reports;
- (2) Attendance or participation in administrative meetings or projects with or under the direction of management personnel;
- (3) Participating in an investigatory, disciplinary, grievance or System Board of Adjustment hearing as a grievant, subject, or witness;
- (4) Mandatory drug/alcohol testing; and/or
- (5) Voluntarily performing static demonstration duties.

The Company shall notify the Union when a Flight Attendant who does not hold an Instructor position is assigned administrative duty under subsection 28.5(E)(2) to participate in a project with or under the direction of management personnel on more than seven duty days in a bid period. Upon request, the FAEC and Director of Labor Relations or their designees will meet and confer regarding an administrative duty assignment that is noticed in accordance with the provisions of this paragraph.

### **28.5(F) Standby Duty**

Standby Duty is a duty assignment applicable to all time a Flight Attendant spends on duty when her duty status does not reflect one of the other duty assignments referenced in subsection 28.5.

#### **28.5(F)(1) Standby: Start and End Times**

Standby Duty begins when a Flight Attendant (a) correctly receives a Standby Duty brief; (b) her duty assignment does not correspond to another type of duty set forth in subsection 28.5; or (c) one (1) hour after the aircraft assigned to a Flight Attendant becomes unairworthy; *provided*, the Flight Attendant is not assigned another type of duty or rest. An erroneous Standby Duty brief will not result in the accumulation of Standby Duty hours or overtime. By contrast, failure to properly brief a Flight Attendant for Standby Duty will not negatively affect accumulation of Standby Duty hours or overtime. Standby Duty ends when the Flight Attendant is assigned another type of duty or rest.

#### **28.5(F)(2) Standby: Overtime**

A Flight Attendant will be paid overtime in accordance with the provisions of subsection 27.2 for all Standby Duty hours greater than three (3) but equal to or less than seven (7) in a single duty period. Standby duty hours in excess of seven (7) in a single duty period will be compensated at the double overtime rate. The Standby Duty hours referred to in this subsection need not be consecutive.

**END OF SECTION 28**

**SECTION 29**  
**401K RETIREMENT PLAN**

**29.1** Flight Attendants will participate in the Company's 401(k) Plan for Unionized Crewmembers in accordance with the terms and conditions set forth in the Plan documents. Without limiting the application of subsection 29.3 below, no change to the terms and conditions governing flight attendant participation in the Plan shall be effective unless the change also applies to the craft or class of pilots and the craft or class of mechanics.

**29.2** The Company will recognize an FAEC retirement subcommittee. The purpose of the subcommittee is to evaluate and suggest improvements to the 401(k) fund options, etc.

**29.3** If the Company, through collective bargaining with its unionized employee groups(s), or with their union's approval, amends the 401(k) Plan for Unionized Crewmembers in a manner that provides more favorable benefits than those referred to in this Section or in existence at the time this Agreement is made, said benefits shall be extended to employees in the craft or class of Flight Attendants upon request by the Union.

**END OF SECTION 29**

## **SECTION 30 – DURATION**

**30.1** This Agreement shall become effective on [Ratification Date] and shall continue in force and effect through and until December 21, 2026. Pursuant to the provisions of subsection 30.2, the Company will have the option to extend this Agreement for three (3) additional years, through and until December 21, 2029.

### **30.2 Company Option**

#### **30.2(A) Generally**

The Company shall have the unilateral right to extend the amendable date of this Agreement through and until December 21, 2029. The period from December 22, 2026 through December 21, 2029 shall be known as the “Option Period.”

#### **30.2(B) Procedures for Option Exercise**

The Company must notify the Union of its intent to exercise the option described in this Section no later than January 31, 2026. If the Company fails to provide the notice required by this subsection 30.2(B), the provisions of subsections 30.2(C) – (E) will become null and void and will have no further force or effect.

#### **30.2(C) Annual Fixed Cost of Living Increase**

If the Company elects to exercise the option described in this Section 30, the Company will increase each of the wage scales in subsection 27.1 of the Agreement in each year of the Option Period. These adjustments will be made on December 21, 2026, December 21, 2027, and December 21, 2028 as follows:

December 21, 2026 – Two percent (2%) or CPI-U, whichever is greater, but not more than four percent (4%)

December 21, 2027 – Two percent (2%) or CPI-U, whichever is less

December 21, 2028 – Two percent (2%) or CPI-U, whichever is less

Following the December 21, 2028 increase, this subsection 30.2(C) shall terminate and be of no further force or effect.

### **30.2(D) Impact of Amendable Date and Early Opener**

If the Company exercises the option described in this subsection 30.2, the Agreement will continue in full force and effect through and until December 21, 2029. Further, the Agreement will renew itself without change following December 21, 2029, unless written notice of intended change is served by either party in accordance with Section 6 of the Railway Labor Act, as amended, on or after December 21, 2028.

### **30.2(E) Expedited Dispute Resolution**

If the Company elects its right to extend the Agreement pursuant to the procedure outlined in this Section, the Union may designate outstanding grievances for resolution via expedited arbitration pursuant to the following procedures:

#### **30.2(E)(1) Selection of Arbitrator**

The Parties will designate two arbitrators from the panel established in subsection 1.8(F) to hear all disputes. If the Parties are unable to select the arbitrators by mutual consent, the parties will select the arbitrators by alternate strike until two names remain (with the first strike determined by coin toss).

#### **30.2(E)(2) Designation of Grievances**

The Union will identify the grievances to be arbitrated no later than April 30, 2026. The grievances will be assigned to the two arbitrators by alternating random draw (i.e., the first randomly drawn case will be assigned to the first arbitrator and the second randomly drawn case will be assigned to the second arbitrator, with this process repeating until all of the cases have been assigned).

#### **30.2(F)(3) Arbitration Procedures**

The Parties will schedule grievance hearings to commence no later than July 31, 2026. Unless the Parties agree otherwise, at least three (3) hearings will be schedule per week, every other week, until all designated grievances are heard. Arbitration will be conducted in accordance with the procedures of Section 22.5 unless the Parties agree otherwise. The Parties will request that the arbitrator issue a decision within 60 days of the hearing date for each grievance.

### **30.2(G) Extraordinary Financial Performance**

**30.2(G)(1)** Effective January 1, 2024, the Company shall pay a cash Extraordinary Financial Performance Payment (“EFPP”) to Eligible Flight Attendants if the Adjusted Profit Before Tax (“APBT”) of NetJets Inc, as defined herein and derived from statements prepared for and provided to Berkshire Hathaway Inc. exceeds \$645 million in the calendar year (or the amount agreed to in any successor agreement between NetJets and NJASAP) ending December 31, 2024, December 31, 2025, and December 31, 2026. The amount of the total EFPP for Flight Attendants shall be 0.213% of the total APBT for such year. By way of example, if NetJets Inc. reports APBT of \$700 million in 2024, then there will be an EFPP totaling \$1,491,000 for such year (as long as pilots also receive an EFPP payment). An Eligible Flight Attendant is a Flight Attendant who was on the Seniority List as a non-management Flight Attendant in the calendar year preceding payment of the EFPP. This program will have no application after any EFPP payment associated with the year ending December 31, 2026 is made to Eligible Flight Attendants in 2027 unless the Company exercises the option under subsection 30.2(A) and the Company also pays an EFPP to pilots under Section 30.3 of the 2020 Amended Agreement between NetJets and NJASAP (the “Pilot Agreement”) or any successor provision in any successor collective bargaining agreement between NetJets and NJASAP. If the Company exercises the option, this program will have no application after any EFPP payment associated with the year ending December 31, 2029 is made to Eligible Flight Attendants in 2030. In addition, if the Company exercises the option, the \$645 million threshold referred to in this subsection 30.2(G) shall increase on a compounding basis each option year by two percent (2%) or CPI-U, whichever is greater, but not more than four percent (4%) (or the amount agreed to any successor agreement between NetJets and NJASAP). For purposes of this Section 30.2(G), all references to Berkshire Hathaway Inc. will include any successor to Berkshire Hathaway Inc.

**30.2(G)(2)** For the purposes of this subsection 30.2(G)(1), Adjusted Profit Before Tax (“APBT”) shall be calculated in accordance with Section 30.3(B) of the Pilot Agreement (i.e., APBT shall be the same for pilots and Flight Attendants) or any successor provision in any successor collective bargaining agreement between NetJets and NJASAP. The accuracy of the APBT calculation shall be certified to the FAEC by the financial analyst reviewing the APBT calculation under the Pilot Agreement on behalf of that union.

**30.2(G)(3)** If an EFPP will be made for the year, the Company shall provide the Union with the data used by the Company to determine Eligible Flight Attendant status, the quantity of seniority, and individual Flight Attendant EFPPs and related pro rata calculations. The Company will meet and confer with the Union upon request to discuss Eligible Flight Attendant status, seniority, and individual Flight Attendant EFPPs and related pro rata calculations.

**30.2(G)(4)** Flight Attendant EFPP pay shall be distributed to Flight Attendants using the same method described in Sections 30.3(D) of the Pilot Agreement or any successor provision in any successor collective bargaining agreement between NetJets and NJASAP.

### **30.3 Company Refusal to Exercise Option**

**30.3(A)** If the Company exercises the Three-Year Option described in subsection 30.2, the provisions of subsections 30.3(B) and (C) will become null and void and have no further force or effect.

**30.3(B)** If the Company does not exercise the option described in subsection 30.2, the Agreement will renew itself without change for successive one (1) year periods following December 21, 2026, unless written notice of intended change is served by either party in accordance with Section 6 of the Railway Labor Act, as amended, between June 21 and July 21 of 2026 or the same dates during any subsequent year.

**30.3(C)** If the Company does not exercise the option described in subsection 30.2, the Company will make a one time Fixed Cost of Living Adjustment to each of the wage scales in subsection 27.1 of the Agreement on December 21, 2026. The one-time Fixed Cost of Living Adjustment will be equivalent to the lesser of CPI-U over the prior twelve (12) months or two percent (2%). This subsection 30.3(C) shall become null and void and have no further force or effect following the one-time Fixed Cost of Living Adjustment described in this subsection 30.3(C).

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Alan Bobo  
EVP, Operations

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Mark Vandak  
President, Teamsters Local 284

**End of Section 30**

**LETTER OF AGREEMENT 00-006**

between

**NETJETS AVIATION INC.**

and

**THE FLIGHT ATTENDANTS**

in the service of

**NETJETS AVIATION INC.**

as represented by the

**INTERNATIONAL BROTHERHOOD OF TEAMSTERS, AIRLINE DIVISION**

This Letter of Agreement (“LOA”) is made and entered into in accordance with the provisions of Title II of the Railway Labor Act, as amended, by and between NETJETS AVIATION INC. (“NJA” or “Company”) its successors and assigns, and the Flight Attendants in the service of NJA as represented by INTERNATIONAL BROTHERHOOD OF TEAMSTERS, AIRLINE DIVISION (“IBT” or “Union”).

**WHEREAS**, the parties have reached a Tentative Agreement through an interest-based bargaining process to modify the 2019 Amended Agreement;

**WHEREAS**, upon ratification, the Tentative Agreement shall be known as the 2023 Amended Agreement; and

**WHEREAS**, the parties share a mutual interest in an orderly and efficient transition and implementation process;

**NOW, THEREFORE**, the parties stipulate and agree as follows:

1. The parties shall execute the 2023 Amended Agreement (2023 AA) and all new LOAs entered into in connection with the 2023 AA immediately upon ratification, unless otherwise agreed to in this LOA. The 2023 Amended Agreement and all such LOAs shall become effective immediately upon ratification except as otherwise mutually agreed.

2. The short term disability benefit changes in Section 24.3 of the 2023 AA shall become effective for any STD application submitted on or after June 1, 2023. For purposes of clarity, Flight Attendants who are on approved short-term disability (STD) on or prior to May 31, 2023 or have submitted an application for STD benefits on or prior to May 31, 2023, which is subsequently approved, shall continue to receive the benefit pursuant to the 2019 CBA for the duration of that approved STD.

3. The parties have established a new Union Representative on Duty (UROD) program pursuant to Section 18.7 of the 2023 AA and agree to adhere to scheduling practices in the same manner as the Company schedules the Steward on Duty program pursuant to Section 18.6 of the NetJets-NJASAP CBA.

4. The parties have established Standby duty pursuant to Section 28.5(F) of the 2023 AA and agree to administer the new provisions in the same manner as the the Company administers Section 28.3(F) of the NetJets-NJASAP CBA including any related interpretive transcripts and administrative agreements. Likewise, a new Hot Spare Flight Hour credit and Flight Hour credit calculation have been established under Letters of Agreement 27-005 and 27-006, respectively, and the parties agree to administer the new provisions in the same manner as the Company administers similar agreements between NetJets and NJASAP.

a. The parties acknowledge that pay calculations under these new provisions will require changes to the Company's technology systems. The Company will endeavor to make such changes to automate the pay calculations as soon as reasonably practicable following ratification and, if necessary, will make timely retroactive payments from ratification until automation.

5. The parties have established a new PTO system under Section 10 of the 2023 AA. and the parties agree to administer the new provisions of Section 10 along with associated side letters in the same manner as the Company administers Section 10 of the NetJets-NJASAP CBA including any related interpretive transcripts and administrative agreements. The new PTO system includes a Flight Attendant PTO cash out election. In order to ensure a timely cash out election, the Company shall make available a cash out election form at time of ratification. Flight Attendants who wish to make a cash out election to be in effect for the January 1, 2024 PTO cash out are required to fill out and return the form within 30 days of ratification. The default election for a Flight Attendant who fails to make an election will be to leave the Overflow PTO days in the Long Term PTO Bank for use in accordance with subsection 10.6(C).

a. Any election made under paragraph 5 of this LOA will be null and void in the event the 2023 AA is not ratified.

6. The parties have established a new IOE training schedule pursuant to 19.4 of the 2023 AA and agree to administer the new provisions of Section 19.4 in the same manner as the Company administers similar provisions in Section 19.4 of the NetJets-NJASAP CBA including any interpretive transcripts and administrative agreements.
7. The parties will prepare a LOA status table by mutual agreement to include the status (e.g., superseded, modified, incorporated, remaining in effect) of all Letters of Agreement in effect prior to ratification of the 2023 AA.
8. The parties agree to address in good faith and not unreasonably withhold agreement to reasonable requests for transition periods to make changes to rules and practices not specifically addressed in this Implementation LOA, but required by the 2023 AA.
9. The parties agree to correct any inadvertent errors, omissions, or typographical errors in the 2023 AA prior to printing.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2023.

For the Union:

For the Company:

\_\_\_\_\_

\_\_\_\_\_

Mark Vandak  
President, Teamsters Local 284

Alan Bobo  
EVP, COO, Operations

**LETTER OF AGREEMENT 00-007**

between

**NETJETS AVIATION, INC.**

and

**THE FLIGHT ATTENDANTS**

in the service of

**NETJETS AVIATION, INC.**

as represented by the

**INTERNATIONAL BROTHERHOOD OF TEAMSTERS, AIRLINE DIVISION**

This Letter of Agreement (“LOA”) is made and entered into in accordance with the provisions of Title II of the Railway Labor Act, as amended, by and between NETJETS AVIATION, INC., (“NetJets,” “NJA” or “Company”) its successors and assigns and the Flight Attendants in the service of NetJets, as represented by the INTERNATIONAL BROTERHOOD OF TEAMSTERS, AIRLINE DIVISION (“IBT” or “Union”).

**WHEREAS**, the parties have engaged in voluntary negotiations over changes to the 2019 Amended Agreement;

**WHEREAS**, the parties have reached a tentative agreement, which hereinafter shall be known as the 2023 Amended Agreement;

**WHEREAS**, the parties have agreed upon the terms of a Voluntary Separation program whereby senior Flight Attendants may voluntarily separate from NetJets’ employment should they choose to do so; and

**WHEREAS**, the parties intend for this LOA to become effective upon ratification of the 2023 Amended Agreement.

**NOW, THEREFORE**, the parties stipulate and agree as follows:

1. The Company will offer a Voluntary Separation Program (VSP) in accordance with this LOA.

2. All Flight Attendants employed by the Company with at least ten (10) completed years of service as of the date of ratification of this LOA are eligible for the VSP. The Company may increase the eligibility pool in its discretion by lowering the service year threshold. If the Company lowers the threshold, the cap for 10-15 completed years of service applies.

3. Eligible Flight Attendants who wish to participate in the VSP will have 30 days following ratification to submit a VSP application from the date of ratification. Subject to the Company's obligation to maintain the minimum Flight Attendant crew ratios in Section 1.9(G) of the Agreement, the Company will determine in its discretion the number of VSP packages which will be awarded. VSP packages will be awarded in seniority order.

#### 4. Waiver and Separation

- a. A Flight Attendant who is awarded a VSP package will be required to sign and not revoke the Company's Confidential Severance Agreement and Release of Claims as a condition precedent to receiving the incentive payment described in this Letter of Agreement.
- b. The Confidential Severance Agreement and Release of Claims may be provided to the Flight Attendant via an electronic or other delivery method designated by the Company.
- c. In accordance with the Older Workers' Benefit Protection Act ("OWBPA"), Flight Attendants who are 40 years of age or older will have 45 calendar days from the date the release is received to review, sign and return the release of claims to the Company and will have 7 calendar days from the date of signing to revoke the decision. The separation date will be the eighth calendar day following the date that the Flight Attendant signs the agreement. In no event will payments under this Letter of Agreement commence until after the employee has separated. If the Flight Attendant exercises her right to revoke the decision under the OWBPA, she will be returned to active employment status without loss of seniority.
- d. Flight Attendants who are under 40 years old will have 14 calendar days from the date the release is received to review, sign and return the release of claims to the Company, unless otherwise required by law. The separation date for a Flight Attendant under this paragraph (d) will be the

date the release is executed by that Flight Attendant. In no event will payments under this Letter of Agreement commence until after the employee has separated.

- e. If the Flight Attendant fails to sign the release of claims in the applicable time period identified above, she will remain in active employment status without loss of seniority.
- f. The Company may, in its discretion, postpone the separation date for any individual Flight Attendant for up to 12 months from the date of the VSP award. If the Company elects to postpone the separation date for any individual Flight Attendant, it will do so in seniority order within the fleet (e.g., the senior Flight Attendant who was awarded a VSP package in the fleet where the postponement took place will have the option to choose first out or last out, etc.). If the Company elects to delay a Flight Attendant's separation date, the Flight Attendant may not sign the Release of Claims until her last day of employment, subject to 4(c) above.

#### 5. Incentive Payment

- a. A Flight Attendant who is awarded a VSP package in accordance with the provisions of this LOA, and who remains employed through their assigned date of separation, will receive an incentive payment equivalent to one month (1) of base pay (measured as of date of separation) for each year of seniority; provided, that the total amount of the incentive payment to any individual Flight Attendant shall not exceed the following caps:
  - i. 10 – 15 completed YOS: 12 months
  - ii. 16 – 20 completed YOS: 14 months
  - iii. 21 or more completed YOS: 16 months
- b. A Flight Attendant who is awarded a VSP package but who leaves the employ of the Company prior to his or her assigned VSP separation date will not receive the incentive payment.
- c. Incentive payments will be made in a lump sum within two pay periods of the Flight Attendant's separation.

#### 6. Benefits

- a. A Flight Attendant who is awarded a VSP package will be eligible for COBRA coverage on the same terms as other employees who separate from the Company's employment.

7. If a Flight Attendant who is awarded a VSP package accepts employment with any NetJets Inc. affiliate or subsidiary, the Flight Attendant will forfeit any unpaid incentive payment provided under this LOA and may be treated as a new hire by the NetJets Inc. affiliate or subsidiary.

8. Except as required by Section 1.9(G)(1) of the 2022 Amended Agreement, the Company shall not be required to backfill positions vacated by Flight Attendants who participate in the VSP.

9. This LOA will be effective upon ratification of the 2023 Amended Agreement.

**SIGNED** this \_\_\_\_ day of \_\_\_\_\_ 2023.

FOR THE COMPANY:

FOR THE UNION:

\_\_\_\_\_

\_\_\_\_\_

Alan Bobo  
EVP, Operations

Mark Vandak  
President, Teamsters Local 284

**LETTER OF AGREEMENT 01-001**

between

**NETJETS AVIATION INC.**

and

**THE FLIGHT ATTENDANTS**

in the service of

**NETJETS AVIATION INC.**

as represented by the

**INTERNATIONAL BROTHERHOOD OF TEAMSTERS, AIRLINE DIVISION**

This Letter of Agreement ("LOA") is made and entered into in accordance with the provisions of Title II of the Railway Labor Act, as amended, by and between NETJETS AVIATION INC. ("NJA" or "Company") its successors and assigns, and the Flight Attendants in the service of NJA as represented by INTERNATIONAL BROTHERHOOD OF TEAMSTERS, AIRLINE DIVISION ("IBT" or "Union").

**WHEREAS**, the parties have reached a Tentative Agreement through an interest-based bargaining process to modify the 2015 Basic Agreement;

**WHEREAS**, upon ratification, the Tentative Agreement shall be known as the 2019 Amended Agreement; and

**WHEREAS**, this LOA shall become effective subject to its terms on the date of ratification of the 2019 Amended Agreement.

**NOW, THEREFORE**, be it resolved:

1. Subject to the conditions set forth below, if the assignment of "cabin safety" duties within the meaning of Section 3.27 to a Flight Attendant on a flight segment(s) would require assignment of a second (or more) Flight Attendant(s) in order to satisfy the requirements of the Federal Aviation Regulations, it shall not be a violation of the Agreement if the Company assigns the performance of such "cabin safety" duties to a flight deck crewmember rather than a Flight Attendant(s).

2. Paragraph 1 of this Letter of Agreement (LOA) shall only apply to the Global 6000 and Global 7500 and any future aircraft type the Company designates as flight attended aircraft that have a maximum zero-passenger range equal to or greater than the G-IVSP and that do not trigger the notification requirement set forth in subsection 1.8(A).

3. If the Company exercises the rights described in Paragraph 1 of this LOA, the Company must assign at least one (1) Flight Attendant to every affected flight segment in accordance with Section 1.9 of the Agreement; however, the Company may designate the assigned Flight Attendant as an In-Flight Service Representative for purposes of the affected flight segment(s). The assigned Flight Attendant shall receive an override in an amount equal to the assigned Flight Attendant's normal daily rate for each duty day the Flight Attendant was assigned to (and actually performed) one or more flight segment(s) that would have been augmented with one (1) or more additional Flight Attendants to meet the requirements of applicable FARs but for the terms of this LOA.

4. Prior to making material changes to provisions of the FOM and FAM (or successor manuals) relating to Flight Attendant access to the in-flight rest facilities, the Company shall provide the Union with advance notice and an opportunity to confer with the Company upon request; provided, that the Company may provide the Union with concurrent notice of changes in circumstances where the Company deems it necessary to do so for safety reasons or to comply with legal requirements.

5. This Letter of Agreement is enforceable in accordance with Section 21 and Section 22 of the Agreement.

6. This Letter of Agreement shall not be referred to in any matter not involving a flight where the Company invoked the provisions of Paragraph 1.

7. This Letter of Agreement runs concurrently with the terms of the 2019 Amended Agreement.

SIGNED, this 8th day of November, 2019.

**For the Union:**



Mark Vandak  
President, Teamsters Local 284

**For the Company:**



Alan Bobo  
EVP, Operations

**Letter 05-001**

**NetJets Aviation/IBT Letter of Agreement – Notification Procedure for Random Drug and/or Alcohol Testing**

December 8, 2004

Michael Zois  
Chairman, Flight Attendant Executive Council  
4111 Bridgeway Avenue  
Columbus, Ohio 43215

Dear Mr. Zois:

Following ratification of the collective bargaining agreement, the Company will add “Attachment A” concerning a notification procedure for random drug and/or drug and alcohol testing to the Flight Attendant Manual(s). In the event of a change to the notification procedure, my office will notify you or a representative of the Flight Attendant Executive Council either prior to the change or as soon thereafter as practicable.



---

Mark Okey  
NetJets Aviation, Inc.

**ATTACHMENT A**

A Flight Attendant selected for a random drug and/or alcohol test will be notified of such selection upon arrival at his/her permanent or temporary work site. Upon notification and in accordance with the Company’s Alcohol Misuse Prevention Program and/or Anti-Drug Program, the Flight Attendant shall proceed immediately to the testing facility. Per FAA regulations, failing to report to the testing facility within a reasonable time, as determined by the Company, shall constitute a refusal to submit to the random test.

**Letter 05-004**

**NetJets Aviation/IBT Letter of Agreement – Flight Attendant Scope Clause**

This Letter of Agreement is made and entered into by and between NetJets, Inc., NetJets Aviation, Inc., (“NJA” or “Company”) and the Flight Attendants in the service of NJA, as represented by the International Brotherhood of Teamsters, Airline Division, Local 284 (“Union”).

WHEREAS, NetJets, Inc. is the parent company of NJA; and NOW THEREFORE, it is agreed that:

1. NetJets, Inc., NJA and their affiliates (as defined in paragraph 3, below) shall be subject to all terms and conditions of Sections 1.3 through 1.8 of the NJA/IBT Flight Attendant collective bargaining agreement (as it presently exists and as it is subsequently amended) to the same extent as NetJets Aviation and/or the “Company,” and as if all references in Sections 1.3 through 1.8 of the Agreement expressly referred to NetJets, Inc. as well.
2. This Letter of Agreement shall continue in full force and effect irrespective of any Successor Transaction, as defined in Section 1.4 of the Agreement, undertaken in respect of NetJets, Inc., or any successor thereto, and shall be binding on any Successor (as defined in Section 1.4 to NetJets, Inc. or NJA, or any Successor thereto.)
3. The term “affiliate” as used in this Letter of Agreement means any entity that NJA or its parent, NetJets, Inc., controls or any entity controlled by an affiliate.
4. It is further agreed that any disputes which arise out of interpretation or application of this Letter of Agreement will be subject to resolution by final and binding arbitration in accordance with the provisions of Sections 1.7 and 22 of the Agreement, with NetJets, Inc. agreeing in all respects to be subject to the terms and conditions of Sections 1.7 and 22.
5. This Letter of Agreement shall become effective on the date of signing and shall remain effective concurrent with the duration of the Agreement.

Signed this \_\_ day of \_\_\_\_\_, 2005

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**INTERNATIONAL BROTHERHOOD OF TEAMSTERS,  
AIRLINE DIVISION, LOCAL 284**

Allen Price,  
President, Local 284

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**NETJETS AVIATION, INC.**

Bill Boisture  
President

---

**NETJETS, INC.**

Richard T. Santulli  
Chief Executive Officer

**LETTER OF AGREEMENT 05-007**

**between**

**NETJETS AVIATION, INC.**

**and**

**THE FLIGHT ATTENDANTS**

**in the service of**

**NETJETS AVIATION, INC.**

**as represented by**

**INTERNATIONAL BROTHERHOOD OF TEAMSTERS,**

**AIRLINE DIVISION**

This Letter of Agreement (“LOA”) is made and entered into in accordance with the provisions of Title II of the Railway Labor Act, as amended, by and between NETJETS AVIATION, INC., its successors and assigns (“NetJets,” “NJA” or “Company”) and the Flight Attendants in the service of NetJets Aviation, as represented by the International Brotherhood of Teamsters, Airline Division (“Teamsters,” “IBT” or “Union”).

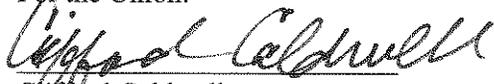
WHEREAS, in order to resolve an ongoing dispute between the parties relating to the performance of flight attendant duties by members of NJLA management, the parties have agreed to provide Christine Chancellor and Theresa Flowers with seniority numbers in accordance with the provisions of Section 5 of the 2006 Re-Opener Agreement.

NOW, THEREFORE, the parties stipulate and agree as follows:

1. Theresa Flowers and Christine Chancellor will each be issued a seniority number on the bottom of the NetJets Aviation, Inc. Flight Attendant Seniority List. Thereafter, Ms. Flowers and Ms. Chancellor will be subject to the provisions of subsections 5.5(a) and (d) of the 2006 Re-Opener Agreement.
2. The Company may not rely on Ms. Flowers and/or Ms. Chancellor to meet the requirements of subsection 23.22(a) of the 2006 Re-Opener Agreement.
3. This LOA will have no effect on Section 6 of the 2006 Re-Opener Agreement.
4. This LOA will become effective immediately and will run concurrently with the term of the 2006 Re-Opener Agreement.

Signed this 5th day of August 2008

For the Union:



Clifford Caldwell  
FAEC Chairman

For the Company:



Mark Okey  
VP, Labor Contract Compliance

**Letter of Agreement 05-009**

between

**NETJETS AVIATION, INC.**

and

**FLIGHT ATTENDANTS**

in the service of

**NETJETS AVIATION, INC.**

as represented by

**INTERNATIONAL BROTHERHOOD OF TEAMSTERS, AIRLINE DIVISION**

This Letter of Agreement (“LOA”) is made and entered into in accordance with the provisions of Title II of the Railway Labor Act, as amended, by and between NETJETS AVIATION INC. (“NJA” or “Company”) its successors and assigns, and the Flight Attendants in the service of NJA as represented by INTERNATIONAL BROTHERHOOD OF TEAMSTERS, AIRLINE DIVISION (“IBT” or “Union”).

**WHEREAS**, the parties have engaged in voluntary negotiations over changes to the 2019 Amended Agreement;

**WHEREAS**, as part of negotiations, the parties have agreed that each Flight Attendant will be assigned to a single fleet (e.g., Long Range or Standard Range);

**WHEREAS**, the parties have reached a Tentative Agreement, which will be hereinafter known as the 2022 Amended Agreement and;

**WHEREAS**, the parties intend to have this LOA become effective subject to its terms on the date of ratification of the 2022 Amended Agreement,

**NOW THEREFORE**, the parties stipulate and agree as follows:

1. Within thirty (30) days from the date of ratification, the Company shall conduct a seniority-based flush bid in which Flight Attendants will have the option of choosing a single fleet in either the Standard Range or Long Range.
  - a. The Company shall determine the number of open positions in each fleet, which in total will be no less than the number of Flight Attendants on the Seniority List at the time the bid opens.

- b. The Company shall provide the FAEC with the number of positions in each fleet and the bidding materials for review and discussion at least ten (10) days prior to publication.
  - c. The flush bid shall remain open for fourteen (14) calendar days after the posting date.
  - d. Bid awards will be announced no later than five (5) business days after the closing date.
  - e. Positions shall be awarded on the basis of seniority.
  - f. If a Flight Attendant fails to bid, her first choice will default to the fleet she is currently assigned or, if dual qualified, the Long Range fleet.
2. Single fleet designation as awarded pursuant to paragraph (1) of this LOA will become effective as follows:
  - a. A Flight Attendant who receives an award for a fleet for which she is already qualified (i.e., a Standard Range Flight Attendant is awarded Standard Range, a Long Range Flight Attendant is awarded Long Range, a Dual Qualified Flight Attendant is awarded either fleet) to perform duties will be considered in her single fleet assignment at a time designated by the Company, but no later than October 1, 2023. Provided, if a dual qualified Flight Attendant is mid-tour when the single fleet assignment takes effect and is assigned to an aircraft that is not their single fleet assignment, the assignment will take effect the next duty tour.
  - b. Except as provided for in paragraph 3 of this LOA, a Flight Attendant who receives an award for a fleet in which she is not qualified will be considered in her single fleet on the first day she begins training in the new fleet, including travel; provided training will begin on or before October 1, 2023, unless such training is delayed due to the Flight Attendant's unavailability for duty.
3. For the purposes of schedule bidding for the October bid period and vacation for the 2023-2024 vacation year, single fleet assignments take effect on October 1, 2023.
4. Flight Attendants who are currently dual qualified may continue to be scheduled to perform duties on both Standard Range and Long Range fleets through September 30, 2023.
  - a. The annual dual qualification bonus shall continue to be paid to all dual qualified Flight Attendants as of date of ratification through 2026.
5. New hire Flight Attendants shall be assigned to the Standard Range fleet in accordance with Section 5 of the Agreement.
6. After the flush bid, the Company shall fill vacancies in Standard Range and Long Range Fleet in accordance with Section 5 of the Agreement.

- a. A dual qualified Flight Attendant who bid for but did not have the seniority to hold her preferred fleet during the flush bid and who is subsequently awarded her preference under a Section 5 bid prior to November 30, 2023, is required to complete door training only. A Flight Attendant referred to in this paragraph shall not be placed on the 18-Day Training Schedule to accomplish said training.
7. A Flight Attendant awarded a Standard Range bid shall not perform duties in the Long Range fleet and vice-versa after September 30, 2023.
- a. Except as provided for in subsection 5.13(C), a Flight Attendant holding an Instructor position shall only be assigned to her awarded fleet if she is not performing Instructing duties.
  - b. Notwithstanding any provision of the Agreement to the contrary, an Instructor awarded or assigned to a position in the Standard Range Fleet shall not perform any duties in the Global 7500 or Global 8000 other than performing in-flight training/evaluations of a trainee in accordance with the Agreement; provided, however, if the trainee becomes unavailable for a flight, the Company may assign the Instructor to replace the trainee if, in the Company's discretion, finding a replacement Flight Attendant in the Long Range Fleet would cause an operational impact.

**SIGNED**, this \_\_\_\_ day of \_\_\_\_\_, 2023.

For the Company:

For the Union:

\_\_\_\_\_

\_\_\_\_\_

Alan Bobo  
EVP, Operations

Mark Vandak  
President, Teamsters Local 284

**Letter of Agreement 08-001**

between

**NETJETS AVIATION, INC.**

and

**FLIGHT ATTENDANTS**

in the service of

**NETJETS AVIATION, INC.**

as represented by

**INTERNATIONAL BROTHERHOOD OF TEAMSTERS, AIRLINE DIVISION**

This Letter of Agreement (“LOA”) is made and entered into in accordance with the provisions of Title II of the Railway Labor Act, as amended, by and between NETJETS AVIATION INC. (“NJA” or “Company”) its successors and assigns, and the Flight Attendants in the service of NJA as represented by INTERNATIONAL BROTHERHOOD OF TEAMSTERS, AIRLINE DIVISION (“IBT” or “Union”).

**WHEREAS**, the parties intend to have this LOA become effective subject to its terms on the date of ratification of the 2023 Amended Agreement; and

**WHEREAS**, the parties wish to clarify the application of Vacation and Paid Time Off accrual rules set forth in Section 8 and Section 10 of the 2023 Amended Agreement, respectively, when a Flight Attendant is supplementing disability benefits;

**NOW, THEREFORE**, the parties stipulate and agree as follows:

1. A Flight Attendant receiving disability benefits will not accrue Vacation or Paid Time Off under Section 8 or Section 10 of the 2023 Amended Agreement unless she utilizes three (3) or more supplementation days in a calendar month.
2. A practice under the Agreement that is contrary to the rule set forth in Paragraph 1 above, is terminated.

**SIGNED**, this \_\_\_\_ day of \_\_\_\_\_, 2023.

For the Company:

For the Union:

\_\_\_\_\_

\_\_\_\_\_

Alan Bobo  
EVP, Operations

Mark Vandak  
President, Teamsters Local 284

**Letter of Agreement 10-001**

between

**NETJETS AVIATION, INC.**

and

**FLIGHT ATTENDANTS**

in the service of

**NETJETS AVIATION, INC.**

as represented by

**INTERNATIONAL BROTHERHOOD OF TEAMSTERS, AIRLINE DIVISION**

This Letter of Agreement (“LOA”) is made and entered into in accordance with the provisions of Title II of the Railway Labor Act, as amended, by and between NETJETS AVIATION INC. (“NJA” or “Company”) its successors and assigns, and the Flight Attendants in the service of NJA as represented by INTERNATIONAL BROTHERHOOD OF TEAMSTERS, AIRLINE DIVISION (“IBT” or “Union”).

**WHEREAS**, the parties have engaged in voluntary negotiations over changes to the 2019 Amended Agreement;

**WHEREAS**, the parties have established a new Paid Time Off (“PTO”) system in Section 10 of the 2023 Amended Agreement;

**WHEREAS**, the parties will cooperate in order to implement the PTO program in an orderly fashion;

**NOW, THEREFORE**, the parties stipulate and agree as follows:

**A. Accrued PTO Days at Time of Ratification**

1. A Flight Attendant who has more than twenty-four (24) accrued days of PTO as of the date of ratification, will be paid for all days in excess of 24 at one hundred percent (100%) of her 2019 Amended Agreement normal daily rate on the day prior to ratification and shall no longer be available to use for any purpose.
2. The Company will provide the payment for days sold back pursuant to Paragraph 1 no later than two (2) pay periods following date of ratification.

**B. Implementation of Section 10 of the 2023 Amended Agreement**

1. Section 10 of the 2019 Amended Agreement will remain in effect until date of ratification.
2. The first PTO “cash out” under Section 10 of the 2023 Amended Agreement will occur on January 1, 2024. In accordance with the provisions of Section 10 of the 2023 Amended Agreement, a Flight Attendant who does not make a cash out election in accordance with the implementation LOA 00-006 will not be eligible to participate in the January 1, 2024 cash out.

**C. General Provisions**

1. The provisions of this LOA will have no effect, and this LOA will be null and void if the 2023 Amended Agreement is not ratified.

**SIGNED**, this \_\_\_\_ day of \_\_\_\_\_, 2023.

FOR THE COMPANY:

FOR THE UNION:

\_\_\_\_\_

\_\_\_\_\_

Alan Bobo  
EVP, Operations

Mark Vandak  
President, Teamsters Local 284

**Letter of Agreement 10-002**

between

**NETJETS AVIATION, INC.**

and

**FLIGHT ATTENDANTS**

in the service of

**NETJETS AVIATION, INC.**

as represented by

**INTERNATIONAL BROTHERHOOD OF TEAMSTERS, AIRLINE DIVISION**

This Letter of Agreement (“LOA”) is made and entered into in accordance with the provisions of Title II of the Railway Labor Act, as amended, by and between NETJETS AVIATION INC. (“NJA” or “Company”) its successors and assigns, and the Flight Attendants in the service of NJA as represented by INTERNATIONAL BROTHERHOOD OF TEAMSTERS, AIRLINE DIVISION (“IBT” or “Union”).

**WHEREAS**, the parties have established a new Paid Time Off (“PTO”) system in Section 10 of the 2023 Amended Agreement

**WHEREAS**, the parties wish to clarify the application of the PTO provisions of the Agreement and the provisions of Section 16 of 2023 Amended Agreement;

**NOW, THEREFORE**, the parties stipulate and agree as follows:

1. A Flight Attendant may elect to use any accrued PTO credits in her Active or Long-Term PTO Banks in the event of a STD-qualifying injury or illness in accordance with the provisions of subsection 24.3 of the 2023 Amended Agreement. The Flight Attendant will be permitted to choose whether any PTO credits used to supplement STD pursuant to this paragraph will be drawn from the Active or Long-Term Banks, or both. There is no requirement that the Flight Attendant exhaust all PTO credits in the Active PTO Bank prior to using credits from the Long-Term PTO Bank for the purpose specified in this Paragraph.

2. A Flight Attendant who takes qualifying FMLA leave as a result of a personal, non-STD qualifying “serious health condition,” as that term is defined in the FMLA, or as a result of a family member’s “serious health condition,” as that term is defined in the FMLA, will be permitted to use accrued PTO credits in her Active or Long-Term PTO Banks as follows:

- a. PTO credits used in accordance with this Paragraph 2 will provide salary supplementation up to the Flight Attendant’s normal daily rate.
- b. A Flight Attendant may be required to exhaust all but seven (7) PTO credits in her Active PTO Bank and all accrued but unused vacation prior to using PTO credits

in her Long-Term PTO bank in accordance with the provisions of Paragraph 2. The Flight Attendant may elect, in her discretion, to retain one full week of accrued but unused vacation, if available, in lieu of the seven (7) PTO credits described in this subparagraph.

- c. PTO credits from the Long-Term PTO Bank may be used in accordance with Paragraph 2 only for FMLA leaves in excess of seven (7) workdays; *provided* PTO credits for the Long-Term PTO Bank for this purpose may not be used on the first seven (7) workdays of such absence.

3. A Flight Attendant who takes qualifying FMLA leave for a reason other than a STD-qualifying injury or illness or her own "serious health condition" or a family member's "serious health condition" will be permitted to use PTO credits from her Active PTO Bank. The Flight Attendant will not be permitted to use PTO credits from her Long-Term PTO Bank for this purpose or any other purpose not stated in this LOA.

4. If a court of competent jurisdiction holds that the Company must permit one or more crewmembers to use PTO credits from the Long-Term PTO Bank for any reason other than those expressly contemplated by Paragraphs 1 and 2 at the time this letter is executed or if federal or state legislation is enacted that would have the same effect, the Company may elect, at any time thereafter (a) to "buy out" the PTO credits remaining in one or more of the affected Flight Attendants' Long-Term PTO Banks at the normal daily rate in effect at the time of the buy-out and/or (b) to modify the Flight Attendant's PTO sell-back election such that all Overflow PTO Days eligible for cash out in the future, if any, will be sold back in accordance with the provisions of subsection 10.6(B). The Company will provide the Union with 14 days' notice of its intent to initiate a buy-out pursuant to this Paragraph.

5. Nothing in this LOA will prevent the Company from exercising its right under Section 16.3(B) of the 2023 Amended Agreement to require a Flight Attendant to exhaust all but seven (7) days of PTO or vacation in the event of an FMLA-qualifying serious medical condition.

6. The Company will have up to 30 business days from the date of ratification to implement the terms of the Letter of Agreement.

**SIGNED**, this \_\_\_\_ day of \_\_\_\_\_, 2023.

For the Company:

For the Union:

\_\_\_\_\_  
Alan Bobo  
EVP, Operations

\_\_\_\_\_  
Mark Vandak  
President, Teamsters Local 284

**Letter of Agreement 10-003**

between

**NETJETS AVIATION, INC.**

and

**FLIGHT ATTENDANTS**

in the service of

**NETJETS AVIATION, INC.**

as represented by

**INTERNATIONAL BROTHERHOOD OF TEAMSTERS, AIRLINE DIVISION**

This Letter of Agreement (“LOA”) is made and entered into in accordance with the provisions of Title II of the Railway Labor Act, as amended, by and between NETJETS AVIATION INC. (“NJA” or “Company”) its successors and assigns, and the Flight Attendants in the service of NJA as represented by INTERNATIONAL BROTHERHOOD OF TEAMSTERS, AIRLINE DIVISION (“IBT” or “Union”).

**WHEREAS**, the parties intend to have this LOA become effective subject to its terms on the date of ratification of the 2023 Amended Agreement; and

**NOW, THEREFORE**, the parties stipulate and agree as follows:

1. The Company will not require a Flight Attendant to supplement STD benefit payments with accrued but unused vacation.
2. A Flight Attendant may elect to supplement STD benefit payments with accrued but unused vacation.
3. The parties agree a Flight Attendant will supplement STD benefit payments with all but seven days of Paid Time Off (“PTO”) for leaves qualifying as a Flight Attendant’s own serious health condition under the Family and Medical Leave Act (“FMLA”).
4. Consistent with Letter of Agreement 10-002, when a Flight Attendant supplements STD benefit payments with PTO days, the Flight Attendant may elect whether to first use the Flight Attendant’s Long-Term PTO Bank or Active PTO Bank to supplement STD benefits to then be followed by using PTO days from the other PTO Bank. If the Flight Attendant does not so elect, the Company will make the election.
5. This LOA in no way limits the Company’s rights under subsection 16.3(B) of the 2023 Agreement to require a Flight Attendant to exhaust all but seven days of accrued PTO and/or Vacation when a Flight Attendant is not receiving STD benefit payments during an approved leave of absence for her own serious health condition under FMLA.

6. Pursuant to the terms of the 2023 Amended Agreement and the parties' recognized practices, for each day of PTO or Vacation used to supplement STD benefit payments, the Flight Attendant will receive 100% of her base wages when using STD benefit payments in conjunction with the PTO or Vacation day.

**SIGNED**, this \_\_\_\_ day of \_\_\_\_\_, 2023.

For the Company:

For the Union:

\_\_\_\_\_

\_\_\_\_\_

Alan Bobo  
EVP, Operations

Mark Vandak  
President, Teamsters Local 284

**LETTER OF AGREEMENT 17-001**

between

NETJETS AVIATION INC.

and

THE FLIGHT ATTENDANTS

in the service of

NETJETS AVIATION INC.

as represented by the

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, AIRLINE DIVISION

This Letter of Agreement (LOA) is made and entered into in accordance with the provisions of Title II of the Railway Labor Act, as amended, by and between NETJETS AVIATION INC. ("NJA" or "Company") its successors and assigns, and the Flight Attendants in the service of NJA as represented by INTERNATIONAL BROTHERHOOD OF TEAMSTERS, AIRLINE DIVISION ("IBT" or "Union").

**WHEREAS**, the Union, Company, and the Flight Attendants in the service of the Company agree that maintaining and continuously seeking opportunities for improving world-class cabin passenger service by Flight Attendants benefits all stakeholders;

**WHEREAS**, the Company reaffirms that Flight Attendants are essential to the success of the Company's business and customer experience;

**WHEREAS**, the Union and the Flight Attendants reaffirm the importance of performing cabin passenger service and cabin preparation duties in accordance with the highest standards of professionalism and excellence;

**WHEREAS**, the parties agree that the Company, Union and Flight Attendants all possess valuable information and ideas related to improving cabin passenger service and cabin preparation service;

**WHEREAS**, the Company, Union and Flight Attendants agree that an open, systematic and collaborative approach to identifying ways to continuously improve world-class passenger service and cabin preparation service will benefit all stakeholders; and

WHEREAS, this LOA will become effective upon ratification of the tentatively agreed-upon amendments to the 2015 Basic Agreement.

**NOW, THEREFORE, be it resolved:**

1. The parties hereby establish the Joint Service Excellence Committee (JSEC).
2. The goal of the JSEC is to jointly identify ways to continuously improve world-class passenger service and cabin preparation service for the benefit of all stakeholders.
3. The JSEC is comprised of three (3) representatives of the Company and three (3) representatives of the Union. Management will choose the Company representatives. The Union will choose the Union representatives. By mutual agreement, JSEC representatives may invite Flight Attendants, other Company personnel and third-party representatives to attend meetings, share information and ideas, participate in projects and/or analyze data in furtherance of the goals of the JSEC.
4. The JSEC shall meet in person on a quarterly basis (unless the parties mutually agree to a different meeting schedule) in Columbus, Ohio and/or at other locations agreed upon by the parties.
5. To foster open dialogue and cooperation, the Company shall not use sole source information collected or developed by the JSEC, or derived from such sole source information, to initiate or support investigatory or disciplinary action or for any purpose in any grievance, arbitration or legal proceeding. Nothing contained in this LOA limits the Company's right to train Flight Attendants, require adherence to training standards or modify its training programs in accordance with the Agreement (including but not limited to modifications based on information collected or developed by JSEC).
6. The Company shall release from conflicting duty all Flight Attendants who serve on the JSEC or who are invited by mutual agreement of the JSEC to attend JSEC meetings. Each day a Flight Attendant is released from Company duty shall constitute a duty day; however, no duty period limitations shall apply. The Company shall not be responsible to pay hourly overtime during any work day (whole or partial) that the Flight Attendant is released from duty, except when a Flight Attendant is entitled under the Agreement to receive hourly overtime as a result of performing duty at the request of the Company prior to being released. The Company will bear all compensation and travel expenses under Section 20 for the released Flight Attendants.
7. Nothing contained in this LOA will limit or modify the Company's rights under Section 2.

(Signature Page Follows)

SIGNED, this 8<sup>th</sup> day of November, 2019.

For the Union:



Mark Vandak  
President, Teamsters Local 284

For the Company:



Alan Bobo  
EVP, Operations

**LETTER OF AGREEMENT 19-002**

between

**NETJETS AVIATION INC.**

and

**THE FLIGHT ATTENDANTS**

in the service of

**NETJETS AVIATION INC.**

as represented by the

**INTERNATIONAL BROTHERHOOD OF TEAMSTERS, AIRLINE DIVISION**

This Letter of Agreement ("LOA") is made and entered into in accordance with the provisions of Title II of the Railway Labor Act, as amended, by and between NETJETS AVIATION INC. ("NJA" or "Company") its successors and assigns, and the Flight Attendants in the service of NJA as represented by INTERNATIONAL BROTHERHOOD OF TEAMSTERS, AIRLINE DIVISION ("IBT" or "Union").

**WHEREAS**, the parties have reached a Tentative Agreement through an interest-based bargaining process to modify the 2015 Basic Agreement;

**WHEREAS**, upon ratification, the Tentative Agreement shall be known as the 2019 Amended Agreement; and

**WHEREAS**, this LOA shall become effective subject to its terms on the date of ratification of the 2019 Amended Agreement.

**THEREFORE, BE IT RESOLVED:**

1. Section 19.1 of the CBA provides that the Company will schedule all Flight Attendants in such a manner as to permit an equal as practicable distribution of flying time for each type of schedule flown.

2. The Company shall be deemed to have satisfied its obligation under Section 19.1 to schedule a Flight Attendant's flying time in an "equal as practicable" manner if, during the 12 month period commencing on October 1 of one year and ending on

September 30 of the following year, the Flight Attendant's flight hours per line day are equivalent to the average (mean) number of flight hours per line day for all Flight Attendants during such 12-month period, plus or minus the greater of (i) 30% of the average or (ii) two standard deviations.

3. If a Flight Attendant's flight hours per line day fall outside of the range described in the preceding subsection and the Union or Flight Attendant(s) believes the Company has failed to schedule a Flight Attendant(s) flying time in an "equal as practicable" manner then the Union or Flight Attendant(s) may file a grievance under Section 21 of the Agreement. Scheduling a Flight Attendant's flying hours outside the range described in Paragraph 2 of this LOA does not create a presumption that the Company violated Section 19.1 of the Agreement or modify the burden of proof in the grievance process.

4. In furtherance of their mutual interests and respective rights and obligations under the Agreement, the parties will jointly review and discuss flight hour information necessary to effectuate the terms of this LOA. The Company shall provide the Union with quarterly and annual flying time reports.

5. This Letter of Agreement is enforceable in accordance with Section 21 and Section 22 of the Agreement.

6. This Letter of Agreement runs concurrently with the terms of the 2019 Amended Agreement.

SIGNED, this 8th day of November, 2019.

For the Union:



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Mark Vandak  
President, Teamsters Local 284

For the Company:



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Alan Bobo  
EVP, Operations

**LETTER OF AGREEMENT 19-003**

between

NETJETS AVIATION, INC.

and

THE FLIGHT ATTENDANTS

in the service of

NETJETS AVIATION, INC.

as represented by

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, AIRLINE DIVISION,  
LOCAL 284

This Letter of Agreement ("LOA") is made and entered into in accordance with the provisions of Title II of the Railway Labor Act, as amended, by and between NETJETS AVIATION, INC. ("NJA" or "Company") its successors and assigns, and the Flight Attendants in the service of NJA as represented by INTERNATIONAL BROTHERHOOD OF TEAMSTERS, AIRLINE DIVISION, LOCAL 284 ("Union").

**WHEREAS**, Section 19.6 of the 2019 Agreement ("CBA"), with respect to 7&7 and 8&6 Schedules and Crew Choice ("CC") Schedules 52 and 60, sets forth limits on a Flight Attendant's number of Voluntary Extended Days in a bid period;

**WHEREAS**, the parties desire to allow Flight Attendants on 7&7 and 8&6 Schedules and CC Schedules 52 and 60 to exceed the Voluntary Extended Day Limits set forth in CBA §19.6, subject to the terms and conditions herein;

**WHEREAS**, CBA § 19.6 does not limit the number of Voluntary Extended Days during a bid period for those Flight Attendants on CC Schedules 72 and 76;

**WHEREAS**, with respect to Crew Choice Schedules 72 and 76, the parties desire to provide that a Flight Attendant on such a CC Schedule will be entitled to an award of a Voluntary Extended Day(s), subject to the terms and conditions herein.

**NOW, THEREFORE**, the parties agree as follows:

1. There shall be no limit on a Flight Attendant's number of Voluntary Extended Days in a bid period with respect to 7&7 and 8&6 Schedules and CC Schedule 60 and 52 under this LOA. For a Flight Attendant, however, to be eligible for an award of a Voluntary Extended Day under this LOA, the conditions in paragraph 3 herein must be satisfied. Notwithstanding a Flight Attendant's eligibility, the Company retains, pursuant to CBA §19.6, the discretion to award or not to award Voluntary Extended Days to any Flight Attendants on 7&7 and 8&6 Schedules and CC Schedules 52 and 60.
2. Flight Attendants on CC Schedules 72 and 76 shall be entitled to an award of a Voluntary Extended Day(s) upon request; provided: (a) if the requested Voluntary Extended Day(s) is to be added to the end of a Flight Attendant's tour, the Flight Attendant must request the Voluntary Extended Day(s) prior to the end of the first duty period of the Flight Attendant's tour; (b) if the requested Voluntary Extended Day(s) is to be added prior to the scheduled start day of a Flight Attendant's tour,

the Flight Attendant must request the Voluntary Extended Day(s) more than one (1) calendar day prior to the new intended start day of their tour; (c) the Flight Attendant satisfies the conditions in Paragraph 3 herein; and (d) the Voluntary Extended Day(s) are not rescinded by the Company pursuant to Paragraph 7 herein. Any requests made outside the relevant timeframes in (a) and/or (b) above shall be awarded solely at Company discretion.

3. To be eligible for the award of a Voluntary Extended Day, any Flight Attendant on any Schedule must satisfy the following conditions at the time of the request for the Voluntary Extended Day:
  - a. a Flight Attendant's resulting tour cannot be fewer than four (4) available flying days, except by mutual agreement between the Company and the Union, and cannot be more than eleven (11) days inclusive of the Voluntary Extended Day(s) requested unless this limit is waived by the Flight Attendant; and
  - b. a Flight Attendant cannot be in an NQC status at the time of the request or at the time of the Voluntary Extended Day(s); and
  - c. a Flight Attendant must be current with respect to his or her training, and otherwise qualified.
4. A Flight Attendant's extended day rate for a Voluntary Extended Day(s) awarded pursuant to this LOA is 2.5 multiplied by the Flight Attendant's normal daily rate.
5. All other provisions of CBA § 19.6, and any associated provisions and practices, except as otherwise specifically set forth herein, shall remain in full force and effect during the term of this LOA.
6. This LOA shall become effective (the "Effective Date") when it is executed by the parties and shall remain in effect through May 31, 2022. Either party may terminate this LOA by serving upon the other party fourteen (14) days written notice of termination. The parties shall retain all contractual rights and practices in existence prior to the execution of this LOA.
7. Voluntary Extended Day awarded pursuant to this LOA cannot be rescinded by the Company and/or the Flight Attendant; provided, the Company may rescind an award: (1) in the event a Flight Attendant becomes ineligible, pursuant to Paragraph 2 herein, following the Company's award of the Voluntary Extended Day(s); or, (2) consistent with current practice, if a Flight Attendant takes a sick day(s) during a tour, the Company may rescind any awarded but not worked Voluntary Extended Day(s) that are scheduled on that tour.
8. No Voluntary Extended Day(s) shall be awarded under the terms of this LOA that are scheduled to occur after May 31, 2022.
9. From the Effective Date until the LOA is terminated, the Company shall deliver to the Union Scheduling Committee the Monday following a calendar week a list, in Excel spreadsheet form, of Flight Attendants awarded Voluntary Extended Day(s) during the

preceding calendar week. The list shall identify each Flight Attendant, his or her Long Range or Standard Range status, and schedule type.

10. This LOA and the information shared pursuant to this LOA shall not be cited or referred to in any legal, administrative, or regulatory matter—except in a matter between the parties in relation to the interpretation and/or application of the terms and conditions herein.

Signed this 17th day of January, 2022.

**For IBT**



Mark Vandak  
Local 284 President

**For NJA**

DocuSigned by:

Alan Bobo

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Alan Bobo  
NetJets COO

**LETTER OF AGREEMENT 19-004**

between

NETJETS AVIATION, INC.

and

THE FLIGHT ATTENDANTS

in the service of

NETJETS AVIATION, INC.

as represented by

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, AIRLINE DIVISION

This Letter of Agreement ("LOA") is made and entered into in accordance with the provisions of Title II of the Railway Labor Act, as amended, by and between NETJETS AVIATION, INC. ("NJA" or "Company") its successors and assigns, and the Flight Attendants in the service of NJA as represented by INTERNATIONAL BROTHERHOOD OF TEAMSTERS ("IBT" or "Union").

**WHEREAS**, the parties entered into LOA 19-003 to effectuate certain temporary modifications to subsection 19.6 of the parties 2019 Collective Bargaining Agreement (the "2019 Agreement"), including modifications to the number of extended days permitted per bid period and the rate of pay for awarded extended days. LOA 19-003 expires May 31, 2022. Upon the expiration of LOA 19-003, the parties desire to effectuate this LOA 19-004 related to the rate of pay for extended days awarded under this LOA.

**NOW, THEREFORE**, the parties agree as follows:

1. A Flight Attendant's extended day rate for a Voluntary Extended Day(s) awarded pursuant to this LOA and scheduled to occur on or after June 1, 2022 is 2.5 multiplied by the Flight Attendant's normal daily rate.
2. With the exception of the above-reference extended day rate change, all other provisions of 2019 Agreement, including subsection 19.6 and any associated provisions and practices, shall remain in full force and effect. This LOA shall become effective June 1, 2022 and shall remain in effect through December 31, 2022. Either party may terminate this LOA by serving upon the other party fourteen (14) days written notice of termination. The parties shall retain all contractual rights and practices in existence prior to the execution of this LOA.
3. All Voluntary Extended Day(s) that are scheduled to occur after December 31, 2022, shall be paid at the extended day rate set forth in subsection 27.5.

Signed this 18 day of May, 2022.

For IBT



Mark Vandak  
President, IBT 264

For NJA



Alan Bobo  
NJA COO

**LETTER OF AGREEMENT 19-005**

between

NETJETS AVIATION, INC.

and

THE FLIGHT ATTENDANTS

in the service of

NETJETS AVIATION, INC.

as represented by

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, AIRLINE DIVISION

This Letter of Agreement ("LOA") is made and entered into in accordance with the provisions of Title II of the Railway Labor Act, as amended, by and between NETJETS AVIATION, INC. ("NJA" or "Company") its successors and assigns, and the Flight Attendants in the service of NJA as represented by INTERNATIONAL BROTHERHOOD OF TEAMSTERS ("IBT" or "Union").

**WHEREAS**, the parties entered into LOA 19-003 to effectuate certain temporary modifications to subsection 19.6 of the parties 2019 Collective Bargaining Agreement (the "2019 Agreement"), including modifications to the number of extended days permitted per bid period and the rate of pay for awarded extended days;

**WHEREAS**, upon expiration of LOA 19-003, the parties wished to effectuate a new LOA 19-004 related to the rate of pay for extended days awarded under this LOA;

**WHEREAS**, LOA 19-004 expires on December 31, 2022 and upon expiration the parties desire to effectuate this LOA 19-005 related to the rate of pay for extended days awarded under this LOA;

**NOW, THEREFORE**, the parties agree as follows:

1. A Flight Attendant's extended day rate for a Voluntary Extended Day(s) awarded pursuant to this LOA and scheduled to occur on or after January 1, 2023 is 2.5 multiplied by the Flight Attendant's normal daily rate.
2. With the exception of the above-referenced extended day rate change, all other provisions of the 2019 Agreement, including subsection 19.6 and any associated provisions and practices, shall remain in full force and effect. This LOA shall become effective January 1, 2023 and shall remain in effect through June 30, 2023. Either party may terminate this LOA by serving upon the other party fourteen (14) days written notice of termination. The Parties shall retain all contractual rights and practices in existence prior to the execution of this LOA
3. All Voluntary Extended Day(s) that are scheduled to occur after June 30, 2023 shall be paid at the extended day rate set forth in subsection 27.5.

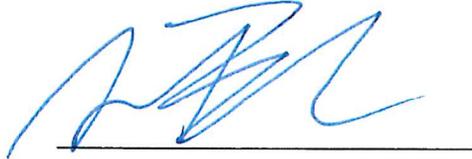
Signed this 15<sup>th</sup> day of NOV, 2022.

**For IBT**



Mark Vandak  
Local 284 President

**For NJA**



Alan Bobo  
NetJets COO

**Letter of Agreement 19-006**

between

**NETJETS AVIATION, INC.**

and

**FLIGHT ATTENDANTS**

in the service of

**NETJETS AVIATION, INC.**

as represented by

**INTERNATIONAL BROTHERHOOD OF TEAMSTERS, AIRLINE DIVISION**

This Letter of Agreement (“LOA”) is made and entered into in accordance with the provisions of Title II of the Railway Labor Act, as amended, by and between NETJETS AVIATION INC. (“NJA” or “Company”) its successors and assigns, and the Flight Attendants in the service of NJA as represented by INTERNATIONAL BROTHERHOOD OF TEAMSTERS, AIRLINE DIVISION (“IBT” or “Union”).

**WHEREAS**, the parties have engaged in voluntary negotiations over changes to the 2019 Amended Agreement;

WHEREAS, the parties wish to amend Letter of Agreement 19-005 related to Voluntary Extended Days

**NOW, THEREFORE**, the parties stipulate and agree as follows:

1. LOA 19-005 shall remain in effect concurrently with the 2023 Amended Agreement.
2. The Company shall deliver to the Union, on the Monday following the end of a calendar month, an Excel spreadsheet of Flight Attendants awarded Voluntary Extended Days during the preceding calendar month. The list shall identify each Flight Attendant and his or her fleet and schedule type.
3. This LOA does not otherwise change or modify LOA 19-005.

**Signed** this \_\_\_\_ day of \_\_\_\_\_ 2023

\_\_\_\_\_

For the Union: Mark Vandak

\_\_\_\_\_

For the Company: Alan Bobo

**Letter of Agreement 23-001**

**between**

**NETJETS AVIATION, INC.**

**and**

**THE FLIGHT ATTENDANTS**

**in the service of**

**NETJETS AVIATION, INC.**

**as represented by**

**INTERNATIONAL BROTHERHOOD OF TEAMSTERS,  
AIRLINE DIVISION**

**FLIGHT ATTENDANT PROFESSIONAL STANDARDS COMMITTEE**

This Letter of Agreement ("LOA") is made and entered into by and between NETJETS AVIATION, INC. ("NJA" or "the Company") and I.B.T. Local No. 284 ("the Union").

**PURPOSE**

The purpose of this LOA is to promote and ensure the highest standards of safety and professionalism among the Flight Attendants on the NJA Seniority List. The Company and the Union seek to perpetuate a working relationship based upon mutual respect, cooperation and trust. In furtherance of these objectives, a Flight Attendant Professional Standards Committee (FA PSC) is hereby formed and recognized as furthering the parties' mutual commitment to safety, and complimenting the Company's vision, mission, and values.

**SCOPE**

This LOA covers all Flight Attendants on the NJA Seniority List, the professional standards issues between and among Flight Attendants that affect the safety of flight operations and the professional conduct of Flight Attendants while they are on duty at the direction of the Company. Notwithstanding the above statement, the parties agree that management's authority shall in no way be impaired by the terms of this LOA. Further, the parties agree this LOA does not relieve Flight Attendants of their responsibilities under the Federal Aviation Regulations.

The Professional Standards Committee will not attempt to facilitate resolution of the following disputes; however, the Chief Flight Attendant or his / her designee may bring said issues to the Chairman of the FA PSC for the purposes of informal discussions between the FA PSC and the Flight Attendant without participation by management:

1. Issues regarding a Flight Attendant's alcohol use while on duty or subject to the direction of the Company.
2. Issues regarding a Flight Attendant's use of a controlled substance.

3. Claims of harassment or discrimination involving a Flight Attendant and any other person while the Flight Attendant is on duty and subject to the direction of the Company.
4. Requests from Air Traffic Control for a Flight Attendant to contact any ATC or FAA facility.
5. Issues between an owner, an owner's representative or agent, a client, a client's representative or agent, passengers and a Flight Attendant.
6. Issues between Flight Attendants that pose a serious and immediate threat to the safety of a flight operation. Notwithstanding anything contained in this LOA, the members of the FA PSC, in the exercise of their best judgment, shall immediately notify the appropriate Chief Flight Attendant or Assistant Chief Flight Attendant where a Flight Attendant or other person is considered by the FA PSC member to represent a serious and immediate threat to the safety of a flight.
7. Conflicts between a Flight Attendant and a member of management employed by either NJA or a NetJets, Inc. subsidiary.
8. Conflicts between a Flight Attendant and personnel employed by either NJA or a NetJets, Inc. subsidiary.

### **TRAINING**

In order to become familiar with, to continue to develop, and to adopt reasonable and effective methods of dealing with professional standards issues, Company personnel, including but not limited to the Chief Flight Attendants and/or their designee(s), shall receive Professional Standards Committee Training provided by a training vendor of the Company's choosing.

The Company shall release (from conflicting duty) the chairperson or his/her designee and two (2) members of the FA PSC, designated by the FA PSC chairperson, to attend the airline industry's annual Professional Standards Committee Convention under the auspices of the Union. The Chief Flight Attendants, at their sole discretion, may authorize additional FA PSC members to be released from conflicting duty to attend the annual Professional Standards Committee Convention. The Company shall pay the normal travel expenses of Flight Attendants released from duty (whole or partial) to attend such seminars. The Union shall pay the normal travel expenses of Flight Attendants not released from duty to attend such seminars.

### **PROCEDURES**

Except as provided in the Training section of this LOA, the parties agree that all Professional Standards Committee activities and participation by Flight Attendants as defined in this LOA will not interfere with Company duty unless permitted in writing by the appropriate Chief Flight Attendant or his/her designee.

Participation in FA PSC proceedings is voluntary. The FA PSC shall in all cases attempt to reach a mutually agreeable resolution to conflicts between Flight Attendants. However, if a dispute or conduct is not so resolved, the Flight Attendant will be reminded that failure to resolve conflict issues or change conduct could lead to management gaining knowledge of the matter, independent of the Committee's proceedings, and depending upon the circumstances, could subject a Flight Attendant to disciplinary action.

### **ISSUES BROUGHT TO THE FA PSC FOR RESOLUTION BY A FLIGHT ATTENDANT**

When a professional standards issue arises that precipitates a conflict between Flight

Attendants, and is brought to the attention of the Union or its representatives by a Flight Attendant, the Union will act as follows:

- a. The Union will notify the FA PSC Chairperson who will dispose of the case in accordance with the FA PSC's procedures.
- b. Should one or more of the Flight Attendants refuse to participate with the FA PSC, the FA PSC may, in its discretion, advise management of the issue(s) and request management to encourage all involved parties to cooperate with the FA PSC.
- c. Participation in FA PSC proceedings is voluntary. The FA PSC shall in all cases attempt to reach a mutually agreeable resolution to conflicts between Flight Attendants. However, if a dispute or conduct is not so resolved, the Flight Attendant will be reminded that failure to resolve disputes or change conduct could lead to management gaining knowledge of the matter, independent of the Committee's proceedings, and depending upon the circumstances, could subject a Flight Attendant to disciplinary action.

#### **ISSUES BROUGHT TO THE FA PSC FOR RESOLUTION BY FLIGHT OPERATIONS MANAGEMENT**

When a professional standards issue comes to the attention of Flight Operations Management personnel (e.g., Director of Operations, Chief Flight Attendant or Assistant Chief Flight Attendant), in the first instance, Flight Operations Management personnel may refer the issue and the parties involved to the FA PSC, in which case the FA PSC will act as follows:

- a. The FA PSC Chairperson will dispose of the case in accordance with the Professional Standards Committee's procedures.
- b. The FA PSC shall report back to Flight Operations Management by no later than 30 days from the date the FA PSC received Flight Operations Management's referral.
- c. Successful resolution of a problem will result in a FA PSC statement to Flight Operations Management that the matter has been resolved.
- d. Lack of successful resolution will result in a FA PSC statement to Flight Operations Management that the FA PSC is unable to be of assistance.
- e. In the event that the FA PSC reports to Flight Operations Management that the FA PSC is unable to be of assistance, Flight Operations Management shall resolve the matter in its sole discretion.

#### **CONFIDENTIALITY AND REPORTING REQUIREMENTS**

The parties agree that confidentiality is necessary for the proper and efficient functioning of the Professional Standards Committee. Notwithstanding the above, the FA PSC shall provide reports to the Chief Flight Attendants consisting only of the total number of cases closed and the outcome of those cases (i.e. able to resolve and unable to resolve) for each of the twelve (12) months after this LOA is signed. Thereafter, the FA PSC shall provide this report to the Chief Flight Attendants on a semi-annual basis consisting of the prior six (6) month period.

The Company and the Union agree that a Flight Attendant's involvement with the FA PSC shall not be introduced into evidence or referred to in any manner in any subsequent disciplinary proceeding. The Company and the Union agree not to call as witnesses in any disciplinary proceedings any member of the FA PSC where the purpose of calling the FA PSC member is to obtain information the individual would not have learned but for his position on the FA PSC. Nothing herein shall preclude the Company from taking disciplinary action against a Flight Attendant concerning any conduct or incident that may also be the subject of resolution or discussions by the FA PSC.

The Company and the Union agree not to serve upon the FA PSC or its members a subpoena to obtain testimony or any documents, records or papers, including all electronic communications, created by or in the possession of the FA PSC or its members where the documents, records or papers are related to the matter referred to the FA PSC, provided the matter referred to the FA PSC is not a violation or possible violation of federal, state, or local law as determined by a court of competent jurisdiction.

### PUBLICATION OF COMMITTEE DOCUMENTS

The Company and the Union will jointly publish this LOA and distribute copies to all Flight Attendants.

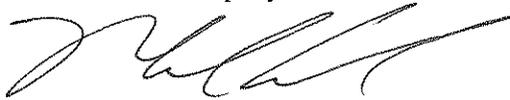
The Company and the Union will jointly develop and publish a Professional Standards Manual to assist all parties in their respective roles as supporters of the Professional Standards Committee.

### DURATION OF AGREEMENT

During the first eighteen (18) months after the signing of this LOA, either party may terminate this Letter of Agreement with 30 days' written notice. Thereafter, either party may terminate this Letter of Agreement with 90 days' written notice. Following written notice to terminate this LOA, the parties agree to meet to attempt to resolve any issues giving rise to the intent to terminate this LOA. The parties agree to meet no more than twelve (12) months after signing this Letter of Agreement to review the authority of the Professional Standards Committee and to discuss mutually agreeable changes to the LOA.

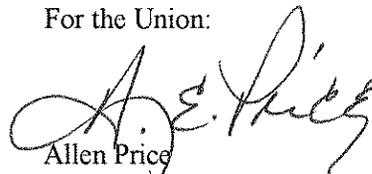
This Letter of Agreement is made between the parties on July 31, 2003 (amended this 4th day of April, 2008).

For the Company:



Mark D. Cook  
Senior Director, Labor and Employee Relations  
NetJets Aviation, Inc.

For the Union:



Allen Price  
President, Local 284  
International Brotherhood of Teamsters.

**Letter of Agreement 27-004**

between

**NETJETS AVIATION, INC.**

and

**FLIGHT ATTENDANTS**

in the service of

**NETJETS AVIATION, INC.**

as represented by

**INTERNATIONAL BROTHERHOOD OF TEAMSTERS, AIRLINE DIVISION**

This Letter of Agreement (“LOA”) is made and entered into in accordance with the provisions of Title II of the Railway Labor Act, as amended, by and between NETJETS AVIATION, INC. (“NJA” or “Company”) its successors and assigns, and the Flight Attendants in the service of NJA as represented by INTERNATIONAL BROTHERHOOD OF TEAMSTERS, AIRLINE DIVISION (“IBT” or “Union”).

**WHEREAS**, the parties have reached a Tentative Agreement through an interim bargaining initiative to modify the 2019 Amended Agreement;

**WHEREAS**, upon ratification, the Tentative Agreement shall be known as the 2023 Amended Agreement; and

**WHEREAS**, this LOA shall become effective subject to its terms on the date of ratification of the 2023 Amended Agreement.

**NOW, THEREFORE**, the parties stipulate and agree as follows:

1. All non-management Flight Attendants on the Seniority List on the date of ratification of the 2023 Amended Agreement will receive a bonus payment of \$83 for each month of seniority as of the ratification date, less withholdings and not to exceed \$25,000.00 (“Signing Bonus”). For purposes of calculating the Signing Bonus, a partial month of seniority will be treated as a full month.

2. Except as provided in Paragraph 3, the Company will pay the Signing Bonus within two pay periods of ratification.

3. Those Flight Attendants on the Seniority List, but on leave of absence on the date of ratification (with the exception of Flight Attendants on military or Family Medical Leave Act (FMLA) leaves of absence), will be paid the Signing Bonus, without interest, on the second full pay period following their return from leave of absence.

4. All Flight Attendants eligible for the Signing Bonus who are on military or FMLA leaves of absence will receive the Signing Bonus payments pursuant to Paragraph 2.

5. Flight Attendants may elect, subject to Plan and IRS contribution limits, to have their entire or a portion of their Signing Bonus deposited into their 401(k) account established pursuant to Section 29 of the 2023 Amended Agreement. Changes to 401(k) elections will be made via the Schwab website or other Company-designated method.

**SIGNED** this \_\_\_\_ day of \_\_\_\_\_ 2023.

For the Company:

For the Union:

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Alan Bobo  
EVP, Operations

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Mark Vandak  
President, Teamsters Local 284

March 10, 2023

Mark Vandak  
President  
Teamsters Local 284  
555 East Rich St.  
Columbus, OH 43215

Re: Section 27.7(A), Union Duty, Instructor Duties and Administrative Duty

Dear Mark:

This letter sets forth the agreement of the parties regarding the application of Section 27.7(A) to Flight Attendants: (1) released for union duty under the 2023 Amended Agreement; (2) assigned certain Instructor duties under subsection 5.6; or (3) performing certain administrative duty under subsection 28.5(F) of the 2023 Amended Agreement.

**Part 1: Union, Instructor, and Administrative Duty**

A Flight Attendant who is released for union duty, assigned ground-based Instructor duties (*e.g.*, classroom instruction and evaluating) under subsection 5.6, and/or assigned certain administrative duty under subsection 28.5(F) as further described in Part 2 of this letter shall receive a Flight Hour credit equivalent to the flight hour credit received by pilots covered by the NJASAP collective bargaining agreement.

The Flight Hour credit will be applied only to the work days associated with the applicable union, Instructor or administrative duty. If a Flight Attendant's schedule is offset due to the performance of union duty on a scheduled day(s) off, the Flight Hour credit will be placed on the offset day(s), not on the day(s) union duty was performed. Unless the parties mutually agree otherwise, for Flight Attendants on full-time union leave who have all of their work days scheduled in a single block, the number of consecutive days on which the Flight Hour credit is applied shall be equal to the maximum tour length associated with the Flight Attendant's schedule.

Except for the Flight Hour credit and its resulting impact on Flight Attendant compensation, nothing contained herein changes the Union's reimbursement obligations or the Company's payment obligations under the 2023 Amended Agreement and related

practices. For the avoidance of doubt, the Union will reimburse amounts paid as a result of the daily Flight Hour credit described in this letter in the same fashion as other reimbursable compensation. In the case of a tour containing both reimbursable union days and non-reimbursable days, the reimbursement will be based on the ratio of reimbursable hours to non-reimbursable hours in the tour.

**Part 2: Types of Administrative Duty and Miscellaneous Applications Covered by this Letter**

A. Administrative Meetings and Projects. A Flight Attendant who attends or participates in administrative meetings or projects with or under the direction of management personnel will be guaranteed a Flight Hour credit for the duty day equivalent to the amount set forth in Part 1. If the Flight Attendant flies on the same day and her Flight Hours under Section 27.7(A) for the day exceed the Flight Hour credit described herein, then her Flight Hours calculated as described in Section 27.7(A) will be used instead of the credit described in this letter.

B. Participating in SBA Hearings as a Witness. A Flight Attendant who acts as a witness in a proceeding before the System Board of Adjustment will be guaranteed a Flight Hour credit for the duty day equivalent to the amount set forth in Part 1. If the Flight Attendant flies on the same day and his Flight Hours under Section 27.7(A) for the day exceed the Flight Hour credit described herein, then his Flight Hours calculated as described in Section 27.7(A) will be used instead of the credit described in this letter. The Company and Union will each bear the cost of the Flight Hour credit for their own witnesses as described in Part 1 for Flight Attendants performing union duty.

C. Participating in Investigatory Meetings/Paid Administrative Leave. A Flight Attendant who is removed from line flying and/or placed on paid administrative leave during an investigation into potential misconduct and subsequently returned to flying status without discipline involving a loss of pay will retroactively be granted a Flight Hour credit for the duty day equivalent to the amount set forth in Part 1. Any amounts due as a result of the retroactive Flight Hour credit will be paid within two pay periods of his return to flying status.

D. Discipline Reduced/Overtured In Whole or Part. When a Company discipline or discharge decision is overturned entirely or reduced to a level that does not involve loss of pay, the remedial authority of the System Board of Adjustment includes awarding retroactive Flight Hour credit and resulting Tour-Based Flight (10+ Hour) Pay.

E. Static Demonstration Duties. A Flight Attendant who performs static demonstration duties under the Agreement will be guaranteed a Flight Hour credit for the duty day equivalent to the amount set forth in Part 1 of this Letter of Agreement. If the Flight Attendant also flies during the same duty day and his Flight Hours under Section 27.7(A) for the duty day exceed the Flight Hour credit described herein, then his Flight Hours calculated as described in Section 27.7(A) will be used instead of the credit described in this letter.

F. Hot Spare Assignment. A Flight Attendant who completes (i.e., the crewmember must remain available for duty for the entire Hot Spare assignment) a Hot Spare assignment will be guaranteed a Flight Hour credit equivalent to the amount set forth in Part 1 of this Letter of Agreement. If the Flight Attendant also flies during the same duty day and her Flight Hours under Section 27.7(A) for the duty day exceed the Flight Hour credit described herein, then her Flight Hours calculated as described in Section 27.7(A) will be used instead of the credit described in this letter. To be eligible for the Hot Spare Flight Hour credit, the conditions for Flight Duty, as defined in Section 28.5(A), must be met for the entirety of the Hot Spare assignment.

Please indicate your concurrence by signing in the space below.

Sincerely,

---

Alan Bobo  
EVP, Operations

I concur:

---

Mark Vandak  
President, Teamsters Local 284

**Letter of Agreement 27-006**

between

**NETJETS AVIATION, INC.**

and

**THE FLIGHT ATTENDANTS**

in the service of

**NETJETS AVIATION, INC.**

as represented by

**INTERNATIONAL BROTHERHOOD OF TEAMSTERS, AIRLINE DIVISION**

This Letter of Agreement (“LOA”) is made and entered into in accordance with the provisions of Title II of the Railway Labor Act, as amended, by and between NETJETS AVIATION, INC. (“NJA” or “Company”) its successors and assigns, and the Flight Attendants in the service of NJA as represented by INTERNATIONAL BROTHERHOOD OF TEAMSTERS, AIRLINE DIVISION (“IBT” or “Union”).

**WHEREAS**, the parties intend to address 2023 Amended Agreement Section 27.7(A)(1) related to the calculation of “Flight Hours” as described in this LOA;

**NOW, THEREFORE**, the parties stipulate and agree as follows:

1. Flight Hours under 2023 Amended Agreement Section 27.7(A)(1) will be based on actual flight time, plus 0.2 hours per flight segment for taxi time, when:
  - a) The flight includes an Air Traffic Control (“ATC”)-initiated hold or reroute;
  - b) The flight has an actual flight time that exceeds the ATC-filed flight time set forth in the filed flight plan by 18 minutes or more; and
  - c) The flight has been certified as meeting the conditions in paragraph (a) and (b) above.
2. In the event the 90-day rolling average of the difference between Actual Block time and Planned Block time exceeds 0.13 hours or the 90-day rolling percentage of flights that extend 0.3 hours or more over the Planned Block time exceeds 11 percent, the Company and Union will meet to discuss modifications to the terms of this LOA.
3. This LOA shall become effective upon ratification of the 2023 Amended Agreement, and shall remain in effect concurrently with the terms of the 2023 Amended Agreement provided, either party may terminate with or without cause this LOA by serving upon

the other party thirty (30) days written notice of its termination. In the event of termination of this LOA, the parties retain all rights in existence prior to its effect.

**SIGNED** this \_\_\_\_ day of \_\_\_\_\_ 2023.

For the Company:

For the Union:

\_\_\_\_\_

\_\_\_\_\_

Alan Bobo  
EVP, Operations

Mark Vandak  
President, Teamsters Local 284

## Letter of Agreement 28-003

### NetJets Aviation/IBT Letter of Agreement – Notification Procedure of Fatigue Policy

December 10, 2015

Paul Suffoletto, President  
Teamsters Local 284

Dear Mr. Suffoletto:

Following ratification of the collective bargaining agreement, the Company will add “Attachment A” concerning a fatigue policy to the Flight Attendant Manual(s). In the event of a change to the policy, my office will notify you or a representative of the Flight Attendant Executive Council prior to the change.

Sincerely,  
Janet Pasqualetti  
NetJets Aviation, Inc.

#### ATTACHMENT A

**Fatigue** – The Company will not assign safety-related duty (including driving a rental car) from the time a FA states she is too tired to safely perform such assignment until the FA is adequately rested; *however*, non-safety related duty may be assigned. An unscheduled rest period must be assigned prior to the next duty period. Flight Attendants must individually request their own unscheduled rest period from Crew Support.

## Letter of Agreement 28-004

### NetJets Aviation/IBT Letter of Agreement – Rest Extension

December 10, 2015

Paul Suffoletto, President  
Teamsters Local 284

Dear Mr. Suffoletto:

Following ratification of the collective bargaining agreement, the Company will not unreasonably deny a request for a minute-for-minute rest extension following duty periods in which: (1) commercial airline travel duty is the last assignment of the duty period; (2) a Flight Attendant is assigned a rest period equal to or less than 10.5 hours; and (3) travel to local-in-nature rest accommodations is unreasonably delayed due to circumstances beyond the control of the Flight Attendant.

By way of example, if a Flight Attendant experiences a delay in customs that renders her unable to travel to her local-in-nature rest accommodations within 30 minutes, she may request a minute-for-minute rest extension from the Company. Such extension will not be unreasonably denied.

If the Company agrees with NJASAP to modify the duty end rules for duty periods in which commercial airline travel duty is the last assignment of the duty period, the same modifications also will apply to Flight Attendants.

Sincerely,  
Janet Pasqualetti  
*NetJets Aviation, Inc.*

LETTER OF AGREEMENT

between

NETJETS AVIATION, INC.

and

THE FLIGHT ATTENDANTS

in the service of

NETJETS AVIATION, INC.

as represented by

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, AIRLINE DIVISION, LOCAL 284

This Letter of Agreement ("LOA") is made and entered into in accordance with the provisions of Title II of the Railway Labor Act, as amended, by and between NETJETS AVIATION, INC., ("NetJets" or "Company"), its successors and assigns, and the Flight Attendants in the service of NJA as represented by INTERNATIONAL BROTHERHOOD OF TEAMSTERS, AIRLINE DIVISION, LOCAL 284 ("Teamsters" or "Union").

WHEREAS, NetJets and Teamsters are parties to a collective bargaining agreement setting forth the rates of pay, rules, and working conditions for NetJets Flight Attendants (the "Basic Agreement");

WHEREAS, the Aviation Safety Action Program ("ASAP") results from an agreement between NetJets, Teamsters, and the Federal Aviation Administration ("FAA") based upon FAA Advisory Circular 120-66B and which was codified in a Memorandum of Understanding ("MOU") dated INSERT DATE ("ASAP MOU"), which is not part of the Basic Agreement;

WHEREAS, NetJets and Teamsters share the common goal of operating with the highest level of safety and agree that ASAP supports that goal;

WHEREAS, NetJets and Teamsters recognize that confidentiality is a cornerstone of ASAP; and

WHEREAS, NetJets and Teamsters desire to clarify certain policies and procedures related to the operation of ASAP and the filing of ASAP reports.

NOW, THEREFORE, the parties stipulate and agree as follows:

**A. Confidentiality and Protections Against Discipline**

1. An ASAP report and information obtained through an ASAP report will not be used for purposes of initiating or supporting disciplinary action against a Flight Attendant, unless that report is excluded from ASAP for one or more of the reasons specified in Paragraph

11(a)(3) of the ASAP MOU (i.e., reports that involve criminal activity, substance abuse, controlled substances, alcohol, or intentional falsification).

2. NetJets will not assign discipline or an evaluation (e.g., proficiency check, standards check) to a Flight Attendant in response to the event(s) referenced in an ASAP report if the following conditions are satisfied:
  - a) The Flight Attendant at issue is the Flight Attendant who submitted the ASAP report; and
  - b) The ASAP report is submitted within the time for filing non-sole source reports, as specified in Paragraph 6(b) or 6(c) of the ASAP MOU, as applicable, regardless of whether the report is ultimately determined to be sole source or non-sole source; and
  - c) The ASAP report is accepted by the ERC; and
  - d) The ASAP report is not subsequently excluded by the ERC.
3. Nothing in this LOA will relieve a Flight Attendant of his or her obligation to respond to requests from the Director of Operations or his designee for information relating to an event that is otherwise known to NetJets, regardless of whether the event is the subject of an accepted ASAP report.
4. Nothing in this LOA will limit NetJets' right under Section 6.5 of the Basic Agreement to assign additional training to a Flight Attendant who submits an ASAP report arising out of events that are otherwise known to NetJets; provided, that any additional training provided to a Flight Attendant who is subject to the disciplinary/evaluation protections described in Paragraph A(2) of this LOA will not result in an NJA evaluation (e.g., proficiency check, standards check). The ERC may consider "additional training" completed prior to the assignment of corrective action as partially or fully satisfying ERC-directed individual corrective action.

**B. Individual Corrective Actions**

1. The ERC will have exclusive authority to determine the appropriate individual corrective action, if any, for all events where an ASAP report is accepted (and not later excluded by the ERC).
2. The ERC will direct all individual corrective action in accordance with the provisions of the ASAP MOU.
3. NetJets and Teamsters will abide by the individual corrective action assigned by the ERC.
4. The ASAP Manager will coordinate and track individual corrective action in accordance with the provisions of the ASAP MOU. The ASAP Manager will provide a copy of any written outline generated by the ERC to the person or persons assigned to administer an individual corrective action. The individual assigned to administer the corrective action will be provided with a reasonable period to review the outline and, if necessary, query the ERC (via the ASAP manager).

5. Special Provisions Relating to Individual Corrective Actions Not Involving Use of a NetJets Aircraft or Cabin Training Device

- a) Unless the ERC directs otherwise, Human Factors debriefings will be completed by the NetJets Safety Department.
- b) Unless the ERC directs otherwise, online training will be coordinated by the NetJets Safety Department.
- c) Unless the ERC directs otherwise, telephone debriefings will be conducted by a NetJets or Teamsters ERC member.
- d) Corrective actions not involving the use of a NetJets aircraft or cabin training device and not contemplated by the preceding subparagraphs (a) through (c) will be conducted in the manner directed by the ERC.
- e) Unless the ERC directs otherwise, any member of the ERC that dispositioned a case resulting in a corrective action subject to this Paragraph (other than online training) may observe the corrective action for purposes of validating successful completion of the corrective action; *provided*, at least 48 hours advance written notice is provided to the ERC and the ASAP Manager. If the ERC member who wishes to observe a corrective action in a case that he or she has dispositioned is unavailable, he or she may designate another active ERC member to observe the corrective action in his or her place. Except as provided in this subparagraph, no individual (other than a FAA representative) will be permitted to observe a corrective action without the mutual consent of the NetJets and Teamsters ERC members who dispositioned the case. No more than 1 observer from Teamsters and 1 observer from NetJets shall observe a corrective action subject to this Paragraph absent mutual agreement of the NetJets and Teamsters ERC members who dispositioned the case.

6. Special Provisions Relating to Individual Corrective Action Involving Use of a NetJets Aircraft or a Cabin Training Device

- a) Unless the ERC directs otherwise, individual corrective action involving the use of a NetJets aircraft or a cabin training device will be administered by an active Flight Attendant who is in the fleet and who holds an "Instructor" position under Section 5.6 of the Basic Agreement.
  - i) A Flight Attendant holding an Instructor position will not administer an individual corrective action unless he has executed a reasonable confidentiality agreement approved by NetJets and Teamsters.
  - ii) A Flight Attendant holding an Instructor position who is assigned to administer a corrective action may be required to complete a pre-activity briefing with the ASAP Manager to review confidentiality and/or any other subjects that are germane to the ERC-directed corrective action.
  - iii) Without limiting any provision contained in Section 5 and Section 6 of the Basic Agreement, NetJets will not be required to hire additional Instructors to administer ASAP corrective actions. If an insufficient number of qualified

Flight Attendants holding Instructor positions are available to perform the corrective action, the NetJets and Teamsters ERC representatives will determine by mutual agreement the identity of the individual who will administer the corrective action.

- b) The ASAP Manager will inform ERC members of the date and time of cabin training device or in-aircraft corrective action (other than mentored line flying). Unless the ERC directs otherwise, any member of the ERC that dispositioned a case resulting in cabin training device or in-aircraft corrective action (other than mentored line flying) may observe the corrective action for purposes of validating successful completion of the corrective action; *provided*, at least 48 hours advance written notice is provided to the ERC and the ASAP Manager. If the ERC member who wishes to observe a corrective action in a case that he or she has dispositioned is unavailable, he or she may designate another active ERC member to observe the corrective action in his or her place. Except as provided in this subparagraph, no individual (other than a FAA representative) will be permitted to observe a corrective action without the mutual consent of the NetJets and Teamsters ERC members who dispositioned the case.
  - i) Non-FAA observers will sign a reasonable confidentiality agreement and will not act in a manner that subverts the authority of the person administering the corrective action.
  - ii) If more non-FAA observers seek to observe a cabin training device or in-aircraft corrective action than seating permits, then the observer(s) will be selected on an alternating basis. Any representative of the FAA, whether or not on the ERC, shall have priority in any corrective action over any NetJets or Teamsters representative when seating or space is limited.
  - iii) NetJets will grant reasonable requests to release a Teamsters representative from conflicting Company duty for purposes of observing a corrective action in accordance with the provisions of this paragraph. All such requests will be made in a manner that minimizes the impact on the operational schedule. Teamsters will be responsible for all salary, benefit, travel, and other expenses incurred by a Teamsters representative who is observing a corrective action.
- c) Corrective action involving use of a NetJets aircraft or a cabin training device will be accomplished on a duty day. If the ERC determines that the requirement set forth in this Paragraph would result in undue delay (considering the Flight Attendant's schedule, cabin training device or aircraft availability, availability of a Flight Attendants holding an Instructor position, and other relevant factors), NetJets may modify the Flight Attendant's schedule to accomplish the corrective action within a reasonable time frame determined by the ERC; *provided*, that NetJets will not modify a Flight Attendant's schedule in a manner that interferes with a scheduled vacation period (including the associated duty-free period) without the Flight Attendant's consent. Unless otherwise agreed to by the Flight Attendant, any Flight Attendant who is subject to a mandatory schedule modification will receive no less than seven days' notice of the change. Nothing in this paragraph will prohibit a Flight Attendant from accepting a voluntary schedule

modification for purposes of completing an ASAP corrective action in the aircraft or cabin training device.

**C. Systemic Issues**

1. The parties recognize the importance of taking systemic corrective actions to address systemic safety issues, as well as the ERC's authority to recommend systemic corrective actions in accordance with the provisions of Paragraph 10(e) of the ASAP MOU. For purposes of this Letter of Agreement only, a systemic safety issue is a safety-related issue designated as a systemic issue by the ERC.
2. NetJets and Teamsters personnel will cooperate with the ASAP Manager upon request to provide information requested by the ERC and/or to facilitate implementation of systemic corrective actions.

**D. Data Analysis**

1. NetJets and Teamsters commit to using their best efforts to complete at least one joint data analysis project each year. The scope and content will be determined by mutual agreement of the Joint Safety Committee Co-Chairs.
2. Subject to the vendor's ability to accommodate the change, all active Teamsters ERC members will, upon request, be given electronic access to view and "query" closed and de-identified ASAP reports.
3. Except as provided in paragraphs 4 and 5, below, all ASAP data, including but not limited to aggregate and de-identified data, will remain confidential at all times. All persons having access to the ASAP database will be required to execute a reasonable confidentiality agreement.
4. The ASAP Flight Attendant Quarterly Newsletter will be the primary mechanism for distribution of de-identified ASAP data. The content of the newsletter will be by mutual agreement, and publication shall be electronic unless the parties agree otherwise. Other publications, releases, or statements containing or referencing aggregate and/or de-identified ASAP data may be issued only by mutual agreement of the parties.
5. It will not be a violation of the confidentiality obligation described in this Letter of Agreement for any NetJets and/or Teamsters ERC representative(s) to advise the Teamsters President, or a Flight Attendant Executive Council designee, and/or the NJA President regarding: (1) a potential concern identified through ASAP data analysis that has been brought to the attention of the ERC and VP Safety and that has not resulted in an ERC recommendation for systemic corrective action; (2) a disagreement regarding the need for or content of a publication, release, or statement containing or referencing ASAP data; or (3) any other potential concern regarding a situation that may present a serious and immediate threat to the safety of flight operations. The NJA President shall promptly confer with the Teamsters President, or a Flight Attendant Executive Council designee, and vice versa, for purposes of resolving issue(s) brought forward. If the Teamsters President, or a Flight Attendant Executive Council designee, and NJA President are unable to resolve the issue, either may engage the Director of the International Brotherhood of Teamsters, Airline Division, and the NetJets President and COO and his designees in the discussion. If a potential concern and/or disagreement escalated through

this process is not resolved to the satisfaction of the Teamsters President, the Teamsters President, or Flight Attendant Executive Council designee, may prepare and send a certified letter to the Chief Executive Officer of NetJets Inc. (with courtesy copy sent concurrently to the aforementioned NetJets representatives), setting forth a complete statement of the potential concern and/or disagreement and the parties' positions. Absent mutual agreement of the parties, the ASAP data and, if applicable, the potential concern identified through ASAP data analysis will remain confidential.

6. The confidentiality requirements contained in this LOA shall have no application to data or information discovered by Teamsters, its officers, agents or employees independent of ASAP.

**E. Program Administration**

1. Nothing in this Letter of Agreement will limit the authority of the ERC or the FAA under applicable laws, regulations, agency guidance materials and circulars, or the ASAP MOU.
2. Each ERC member will be free to exercise his independent judgment in order to discharge his duty in an autonomous manner, without fear of coercion or undue influence by NetJets or Teamsters.
3. Neither party will dispute or place into the grievance process any corrective action assigned by the ERC.
4. If the ERC determines that an "ERC Safety Alert" is necessary, the alert will be published within a time frame determined by consensus of the ERC. If the ERC does not reach a consensus on a time frame or an alert is not issued within an agreed-upon period, then the ERC may escalate the issue to the Teamsters President and NetJets President.
5. Nothing in the NetJets ASAP Manual will be inconsistent with the terms of the ASAP MOU or this LOA. The initial ASAP Manual and changes thereto shall be mutual agreement of the Teamsters and NetJets.
6. The acceptability of non-FAA observers at ERC meetings will be determined through consensus of the ERC prior to the commencement of the meeting. At any time during a meeting where one or more non-FAA observers have been approved, any ERC member may elect to exclude one or more non-FAA observers to protect the confidentiality of ongoing discussions. Non-FAA observers who are approved to attend ERC discussions will sign a confidentiality agreement before attending any ASAP meetings.
7. The ASAP Manager will be responsible for issuing ASAP closure letters to Flight Attendants. The ASAP manager will use his best efforts to send such letters within 60 days after a case is closed. In order to mitigate backlogs, NetJets may, with Teamsters' concurrence, release a Teamsters ERC member from conflicting duty (at Company expense) to assist in the production of closure letters.
8. NetJets will release ERC members to perform ASAP duties as set forth in the ASAP MOU and this ASAP LOA, including ASAP training. Except as provided elsewhere in this LOA, all costs associated with the ASAP Program will be paid by NetJets, including salary and benefits for ERC members released from duty to perform ASAP training and duties.

9. For purposes of Paragraphs B(5), B(6), and D(2) of this LOA, an "active ERC member" will be an individual who has participated in at least two ERC meetings as a voting ERC member in the preceding 12 months. The following subparagraphs will have application to Paragraphs B(5) and B(6) of this LOA only:
  - a) If the number of corrective actions described in Paragraph B(6) (other than mentored line flying) exceeds 15 in a rolling 12-month period, an "Active ERC Member" will be an individual who has participated in one ERC meeting as a voting member in the preceding 12 months.
  - b) If an "active ERC member" for a party ceases to be ERC member, and the change results in the party having three or fewer "active ERC members," the parties will meet and confer to determine whether another ERC member who does not otherwise meet the definition of "active ERC member" as set forth in this paragraph should be temporarily designated as an "active ERC member" for purposes of fulfilling the roles and responsibilities reserved for a person holding this designation under the terms of this LOA. Neither party will withhold consent to a temporary designation requested for reasons beyond the control of the parties, if withholding such consent would result in an undue hardship. A request made pursuant to this paragraph will not delay the administration of an ERC-directed corrective action.

#### 10. Special Provisions Relating to Corrective Action Observers

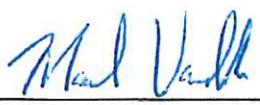
- a. Non-FAA observers will sign a reasonable confidentiality agreement and will not interfere with the administration of the corrective action or act in a manner that subverts the authority of the person administering the corrective action.
- b. If more non-FAA observers seek to observe a corrective action than seating permits, then the observer(s) will be selected on an alternating basis. Any representative of the FAA, whether or not on the ERC, shall have priority in any corrective action over any NetJets or Teamsters representative when seating or space is limited.
- c. NetJets will grant reasonable requests to release a Teamsters representative from conflicting Company duty for purposes of observing a corrective action in accordance with the provisions of this paragraph. All such requests will be made in a manner that minimizes the impact on the operational schedule. Teamsters will be responsible for all salary, benefit, travel, and other expenses incurred by a non-ERC Teamsters representative who is observing a corrective action.

#### F. Duration

1. This LOA will be effective immediately upon execution and will run concurrently with the term of the ASAP MOU.
2. If the ASAP MOU is terminated, this LOA will become null and void; *provided*, that Parts A and B of this LOA will continue to apply in connection with all reports and investigations that are in progress at the time such termination or supersession takes place.
3. If the ASAP MOU is superseded, the parties will meet and confer in good faith to determine whether modifications to this LOA are necessary and appropriate.

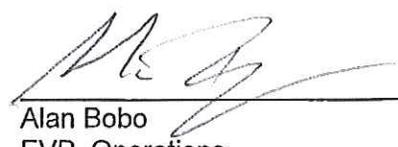
SIGNED, this 5<sup>th</sup> day of March 2018.

For Teamsters:



\_\_\_\_\_  
Mark Vandak  
President, IBT Local 284

For NetJets:



\_\_\_\_\_  
Alan Bobo  
EVP, Operations

11/8/2019

Mark Vandak  
President, Teamsters Local 284  
555 E. Rich St.  
Columbus, OH 43215

Re: Agreement to Administer Flight Attendant's Flight Pay, Night Pay and Duty Pay Provisions  
in the Same Manner the Company Administers Related Pilot Provisions in the NetJets-  
NJASAP CBA

Dear Mark,

This will confirm our understanding regarding the administration of Section 27.7 (Supplemental Pay Programs) of the 2019 Amended CBA. Specifically, the parties agree to administer the aforementioned Supplemental Pay Programs provisions in the same manner the Company administers Section 27.2(G) through Section 27.2(I) of the NetJets-NJASAP CBA and related administrative agreements.

Please indicate your concurrence by signing in the space below.

Sincerely,

Alan Bobo  
EVP, Operations

I concur:



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Mark Vandak

**Grievance Settlement Agreement**

between

**NETJETS AVIATION, INC.**

and

**The Flight Attendants**

in the service of

**NETJETS AVIATION, INC.**

as represented by

**IBT Local 284**

This Grievance Settlement Agreement ("GSA") is made and entered into in accordance with the provisions of Title II of the Railway Labor Act, as amended, by and between NETJETS AVIATION, INC., (hereinafter referred to as "NetJets", "NJA" or "Company") and the FLIGHT ATTENDANTS in the service of NETJETS AVIATION, INC. as represented by the INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL 284, (hereinafter referred to as "IBT" or "Union").

**WHEREAS**, The Union filed Grievance Nos. 13-2018F and 4-2019F, which was denied by the Company, alleging a violation of Section 28.4(C)(2) of the 2015 Basic Agreement because the Grievants were not provided with at least 14 hours of rest prior to the commencement of a duty period containing a flight assignment crossing five or more consecutive time zones;

**WHEREAS**, the parties have established a "continuous duty overtime" remedy for the individual Grievants in 13-2018F and 4-2019F;

**WHEREAS**, the parties wish to allow a Flight Attendant to volunteer, but not be compelled, to fly one or more multi-time zone flight(s) in a Duty period preceded by a rest period of less than 14 hours but not less than 12 hours (hereinafter "reduced rest period") in exchange for "continuous duty overtime" payment eligibility; and

**THEREFORE, BE IT RESOLVED:**

1. The Company agrees to pay the Grievants in 13-2018F and 4-2019F "continuous duty overtime" at the rate in effect on the date giving rise to the respective grievances.

2. Notwithstanding the provision of Section 28.4(C)(2) of the 2015 Agreement, the Company may ask and a Flight Attendant may volunteer, to perform a multi-time zone flight(s) in a Duty period immediately preceded by a reduced rest period.
3. A Flight Attendant who performs a multi-time zone flight(s) in a Duty period immediately following a reduced rest period, regardless of whether the Company asked in advance, will be eligible to receive "continuous duty overtime" payments in the same manner as the Grievants in 13-2018F and 4-2019F.
4. A Flight Attendant may refuse to fly a multi-time zone flight(s) in a Duty period immediately preceded by a reduced rest period and, in such a case, the Company will not require the crewmember to perform the assignment. Further, no Flight Attendant will be disciplined on the basis of refusing a multi-time zone flight after a reduced rest period of the terms of this LOA.
5. Unless otherwise agreed to in writing between the parties, no more than 10% of all multi-time zone flights conducted in any calendar year may be performed by Flight Attendants who received a reduced rest period under this GSA.
6. To effectuate payment under the terms of this GSA, the Company will run a report monthly and pay Flight Attendants eligible for "continuous duty overtime" within two pay periods of confirming the reported data. The Company will provide the Union with a monthly report of multi-time zone flights performed, the rest received prior to the applicable Duty period, and any Flight Attendants who will be paid under the terms of this LOA.
7. This LOA will not set a precedent and will not be admissible in any arbitral, judicial, or other proceeding not involving reduced rest periods under subsection 28.4(C)(2) of the 2015 Basic Agreement.

SIGNED, this 6<sup>th</sup> day of May, 2019.

FOR THE COMPANY



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David Behnen  
Vice President  
Labor Relations and Contract Compliance

FOR THE UNION



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Mark Vandak  
President  
IBT Local 284

11/28/2019

Mark Vandak  
President, Teamsters Local 284  
555 E. Rich St.  
Columbus, OH 43215

Re: Global 7500

Dear Mark,

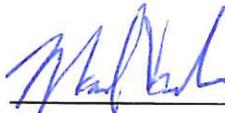
The Company will assign the Global 7500 to the Long-Range fleet for all purposes under the Agreement. However, if the anticipated Global 7500 mission changes such that the Company has undertaken a new form of business or introduced a new method of doing business affecting Flight Attendants covered by this Agreement within the meaning of Section 1.8(B) (e.g., the Company establishes an East Coast/West Coast Shuttle), then Section 1.8(B) applies.

Please indicate your concurrence by signing in the space below.

Sincerely,

Alan Bobo  
EVP, Operations

I concur:



Mark Vandak, President, IBT Local 284