

JOINT COLLECTIVE BARGAINING AGREEMENT

# SECTIONS 1-31

Incorporating changes through LOA 101



By and Between  
ENDEAVOR AIR, INC.,  
and the  
PILOTS IN THEIR SERVICE  
as represented by the  
AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

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## **RECOGNITION AND SCOPE**

### **A. Recognition**

1. In accordance with the Certifications of the National Mediation Board in Case Nos. R-5728, issued on July 15, 1987, R-5802 issued on August 22, 1988, and R-7175, issued on December 18, 2008, Mesaba Aviation, Inc. ("Mesaba"), Pinnacle Airlines, Inc. ("Pinnacle") and Colgan Air, Inc. ("Colgan") recognize that the Association is the collective bargaining agent of the Pilots employed by Mesaba, Pinnacle, and Colgan, respectively. For purposes of this Agreement, Mesaba, Pinnacle, Colgan, and any other carrier operated under a separate certificate pursuant to paragraph B. of the attached Parent Letter (Appendix I) are each an "Airline" and when referred to collectively are either the "Airlines" or "the Company." If two or more of the Airlines become a single transportation system under the Railway Labor Act, as amended, then references to them in the Agreement will be understood to refer to the resulting single carrier, regardless of whether the Airlines are operating under one or more operating certificates. If all the Airlines become a single transportation system, then references to any of them in the Agreement will be understood to refer to the Company, regardless of whether the Airlines are operating under one or more operating certificates.
2. The Association and the Company hereby adopt this collective bargaining agreement, including all related Letters of Agreement between the Company and the Association. Further, the parties agree that all future Letters of Agreement shall be part of this collective bargaining agreement. All such agreements are collectively referred to herein as the "Agreement."

### **B. Scope**

1. Except as provided in paragraphs B.2. and B.3., below, Pilots on the Company Pilots' System Seniority List ("Pilots' System Seniority List") will perform all Company Flying in accordance with the terms and conditions of the Agreement. The phrase "Company Flying" means all flying performed by or for the Company and includes, without limitation, all such flying (a) on aircraft leased or owned by the Company or any Airline, or (b) under the operational control or operating certificate of the Company or any Airline, including wet leases and contracting for other carriers or entities (government, military or commercial), but does not include dry leases to other carriers or entities so long as the lessee under such a dry lease is not performing Company Flying as defined in clause (b) of this paragraph B.1.
2. Each Airline may assign, wet lease or contract out present or future flying for no more than six (6) months during the term of this Agreement and any status quo period under the Railway Labor Act if (a) such conduct is necessary to accomplish the needs of the service of the Company, and (b) none of the Airlines has sufficient aircraft and Pilots to perform such flying. The applicable Airline will notify the MEC

Chairman prior to executing the assignment, subcontracting or wet lease agreement. No Pilot on the Pilots' System Seniority List will be on Furlough or Furloughed during any such assignment, wet leasing or contracting out.

3. Each Airline may (a) use pilots not on the Pilots' System Seniority List in connection with aircraft transactions such as picking aircraft up at the factory or delivering aircraft to and from a storage facility or maintenance Ferry Flights; and (b) use manufacturer's pilots to currently qualify the Initial Cadre of instructors and check airmen on a new aircraft type. "Initial Cadre" means a sufficient number of instructors and check airmen to train and qualify Pilots for the arriving fleet.
4. A Checkride (including PV and MV) and related evaluations that may jeopardize a Pilot's employment will be administered by an FAA Examiner or a Check Airman on the Company Pilot Seniority List in accordance with the Company's current FAA-approved Pilot training program, except that when adding a new aircraft type to the fleet, the Company may use check pilots not employed by the Company, Pinnacle Airlines Corp., or any subsidiary of Pinnacle Airlines Corp. to:
  - a. administer initial checks to the minimum extent necessary to qualify the initial cadre of seniority list Check Airmen and APDs, until such time as the initial cadre can perform all checks; and
  - b. administer initial checks to the minimum extent necessary in the new aircraft type if there are an insufficient number of Company seniority list Check Airmen, as a supplement to accommodate new aircraft until such time as the Company is able to qualify a sufficient number of Check Airmen to perform all checks, but not longer than one (1) year from the delivery of the first aircraft. If there is a significant increase to the delivery schedule, the Company and the Association will meet and negotiate an appropriate extension, if needed. If the Association and the Company do not agree on the extension, the matter will be decided through expedited arbitration pursuant to paragraph H., below, however, the total of any such extensions will not exceed six (6) additional months.
  - c. If the Company is adding aircraft to an existing fleet type and there is an insufficient number of seniority list Check Airmen to accommodate the checking required associated with the delivery schedule, and insufficient time to train seniority list Check Airmen, the Company and the Association will meet and negotiate an appropriate period of relief in accordance with the provisions of paragraphs B.4.a. and b., above, except that the period of relief shall not exceed six (6) months.
5. All training in the simulator shall be conducted by a seniority list Pilot, except non-seniority list instructors may conduct simulator training up to the MV (where applicable) or the first fifty percent (50%) of the simulator curriculum, whichever is

less. This limitation will not apply to Initial training negotiated to be provided by a manufacturer as part of an overall aircraft acquisition.

C. Management Rights

Except as expressly restricted by this Agreement, the Company retains all authority and rights to manage its operations and direct its Pilot workforce. Such rights include but are not limited to: the right to hire; to establish from time to time, amend, suspend or revoke rules, regulations and procedures, provided that such actions are not inconsistent with this Agreement; to determine qualifications for initial employment, continued employment and upgrading or other promotions; to establish rules of conduct; to determine the means of providing service to its passengers, including the size, type and number of aircraft to be utilized in providing service; to determine the size and composition of the Pilot workforce; to Furlough and recall; to establish new routes, services, schedules and areas of service; to determine what equipment will be utilized and allocated to particular routes; to discontinue all or any part of its operations; to transfer equipment from one base of operation to another base of operation; to determine where to perform all or any part of its operations; to determine whether to purchase additional aircraft or to lease, sell or otherwise dispose of all or any part of its equipment; and, to determine whether to merge, consolidate, sell or otherwise dispose of all or part of its business.

D. Successorship

1. This Agreement will be binding upon any successor or merged company or companies or any successor in control of the Company, or of any Airline, regardless of the nature of the transfer of control (including purchase, sale, merger, consolidation, acquisition, leasing of the operation, and reorganization for the benefit of creditors) unless or until changed in accordance with the provisions of the Railway Labor Act, as amended. As soon as the Company or an Airline becomes aware of a transaction described in the foregoing sentence and it is legally permissible to disclose such information, it shall provide the Association with written notice of the transaction.
2. Neither the Company nor an Airline shall enter into or be a party to any transaction described in paragraph D.1., above, (a "successorship transaction") unless the successor agrees in writing, as an irrevocable condition of the successorship transaction, to assume and be bound by the Agreement, to recognize the Association as the representative of the Pilots and to employ, in accordance with the provisions of the Agreement, those Pilots on the Pilots' System Seniority List who are employed by the relevant Airline or Airlines at the time of the closing of the successorship transaction.
3. If the Company or any Airline enters into or becomes a party to a transaction by which one or more other air carriers (or a company that controls one or more other air carriers or that is under common control with one or more other air carriers)

acquire or will acquire control of the Company or any Airline and it is decided to operationally merge the Company or any Airline and the other air carrier(s):

- a. The Pilots on the Pilots' System Seniority List employed by the Airline(s) which were acquired at the time of the closing of the successorship transaction will be integrated into the pilot seniority list(s) of the other air carrier(s) as provided in paragraph E.2.; and
  - b. The respective collective bargaining agreements of the Company and the other air carrier(s) (if any) shall be merged as provided in paragraph E.3. and E.4.
4. If the Company or any Airline and the other air carrier or carriers are not merged, then the Company will afford the opportunity for Pilots who are transferred with such operations and who are Furloughed by the acquiring carrier, notwithstanding whether the Furlough is contemporaneous with the acquisition or subsequent to it, to return to the Company as Vacancies occur requiring the Company to hire Pilots, in accordance with the following terms:
- a. The opportunity for transferred Pilots to return will cease at the end of three (3) years from the date the Pilot transfers to the acquiring carrier.
  - b. During the three (3) year period specified above, as Pilot Vacancies arise at the Company which would otherwise require the Company to hire new Pilots, transferred Pilots who were Furloughed will be offered, in order of their seniority, the opportunity to return to the Company before any new Pilots are hired. The offer to return to the Company and acceptance of an offer to return will be conducted in the same manner and with the same conditions as described in Section 23.
  - c. Upon return to the Company, the Pilot will exercise his Company seniority to bid and be awarded any Vacancy to which his seniority would entitle him. A Pilot returning to the Company shall be deemed to have retained all of his accrued Longevity and to have accrued seniority continuously at the Company from the date of transfer until the date of return.

E. Labor Protection

1. If the Company or an Airline acquires control of another air carrier, the other carrier's operations shall be merged into one or more of the Airlines. If the Association applies to the National Mediation Board for a determination that such merged operations together are a single transportation system, the Company will not oppose such application and the following shall apply:
2. The pilot seniority list(s) of the other carrier(s) and the Pilots' System Seniority List



shall be merged. The integration of the lists shall be governed by Association merger policy if all pre-transaction pilot groups are represented by the Association. If another pre-transaction pilot group is not represented by the Association, then Sections 3 and 13 of the Labor Protective Provisions specified by the Civil Aeronautics Board in the Allegheny-Mohawk merger (hereinafter "LPPs") shall apply. The Company shall accept the integrated seniority list including any conditions or restrictions (such list together with applicable conditions and restrictions are jointly defined herein as the "Integrated List"), established through Association merger policy or LPP proceedings, as applicable. The Integrated List shall not result in a "system flush."

3. If permitted by law, this Agreement shall apply to the pilots of any acquired carrier. The negotiations that take place shall be limited to those necessary to transition the acquired or merged carriers' pilots to this Agreement. If negotiation of the transition issues is not concluded within ninety (90) days from the closing date of the transaction, the parties will submit their outstanding issues to neutral arbitration for final and binding decision, and such decision shall be rendered within thirty (30) days of the close of the hearing unless the parties agree otherwise in writing. The Agreement shall be applied no later than six (6) months from the closing date of the transaction.
4. If the application of this Agreement to the pilots of any acquired carrier is not permitted by law, then the Agreement and the pilot collective bargaining agreement(s), if any, of the other air carrier(s) shall be merged as a result of negotiations between the Association, the Company, and, if applicable, the representative(s) of the pilots of the other air carrier(s). If a merged agreement has not been executed within twelve (12) months from the closing date of the transaction, the parties shall jointly submit outstanding issues to binding interest arbitration.
5. The aircraft (including orders and options to purchase aircraft) and the operations of each pre-transaction carrier shall remain separated until such time as both the seniority lists are integrated and the collective bargaining agreements (if any) are combined in accordance with this paragraph E. or the pilots of the other carrier are placed under the Agreement.
6. No Pilot on the Pilots' System Seniority List shall be Furloughed or reduced in status prior to the latter of the implementation of an integrated system seniority list or joint collective bargaining agreement applicable to the merged carrier unless the event that causes the reduction or Furlough occurs after the announcement of the transaction and is due to a circumstance beyond the Company's control. A "circumstance beyond the Company's control" shall mean: an act of nature; epidemic; grounding of a substantial number of the Company's aircraft; involuntary reduction in flying operations due to either a decrease in available fuel supply or

other critical materials for the Company's operations or a substantial reduction of flying for a code-share partner not known to the Company at the time the merger was announced; revocation of the Company's operating certifications(s); or war, civil disruption or act of terrorism having a material adverse impact on commercial aviation.

F. Partial Asset Transfer

If the Company or any Airline transfers, by sale, lease or other transaction, four percent (4%) of the aircraft in an Airline's fleet in any twelve (12) consecutive month period to any other air carrier (excluding another Airline) or entity that controls another air carrier, then, once the Company or applicable Airline and the other air carrier reach agreement for transfer of the aircraft that constitutes the 4% threshold, the Company or applicable Airline will endeavor to secure the agreement of the transferee(s) to offer pilot employment to a number of Pilots on the Pilots' System Seniority List based upon the total number of aircraft transferred or to be transferred, provided the transfer of aircraft did or will result in a reduction in force. If an agreement is secured, the Company will consult with the Association concerning the terms upon which such employment is offered (e.g., Pilots' qualifications, seniority and other relevant factors). In any case, no Pilot shall be required to transfer with the aircraft. Section 24 will apply to any position changes that occur as a consequence of the partial asset transfer.

G. Foreign Domiciles

If the Company or an Airline establishes a Pilot Domicile outside of the fifty (50) United States, the Company agrees to treat any Pilot based in the foreign Domicile in accordance with the terms of this Agreement and provisions of the Railway Labor Act, as amended.

H. Resolution of Disputes

A grievance filed by the Association alleging a violation of Section 1 of the Agreement will bypass the initial steps of the grievance process and will be submitted, heard and resolved through binding arbitration on an expedited basis directly before the System Board of Adjustment sitting with a neutral arbitrator. The dispute will be heard no later than thirty (30) days following the date that the Association filed the grievance with the System Board and decided no later than thirty (30) days after the close of the hearing and submission of post-hearing briefs, if any, unless the parties agree otherwise in writing.

## DEFINITIONS

- A. **“ACTUAL BLOCK-TO-BLOCK” or “BLOCK” or “BLOCK TIME”** means the period of time beginning when the main cabin door is closed and the parking brake is released for the purpose of flight (unless the Pilot is performing a ground movement pursuant to Section 26.N. in which case the purpose of flight is not necessary), and ending when both the parking brake is set and the main cabin door is opened at the next intermediate stop or final destination.
  
- B. **“ADVANCED QUALIFICATION PROGRAM” or “AQP”** means an FAA-approved program for Pilot training which replaces programmed hours with proficiency-based training and evaluation derived from a detailed job task analysis which includes Crew Resource Management. AQP incorporates data driven quality control processes for validating and maintaining the effectiveness of curriculum content.
  
- C. **“AIRCREW PROGRAM DESIGNEE” or “APD”** means a part-time or full-time instructor trained and qualified to conduct non-certification and PIC certification flight checks.
  
- D. **“ASSESSMENT RIDE”** means a simulator, CPT/FTD or aircraft session during which the Company evaluates the progress of a Pilot using an evaluator who is qualified as a Check Airman or APD, and who has not instructed or checked the Pilot during his current short or Long Term training that includes the Assessment Ride. An Assessment Ride will not be conducted in conjunction with a Flight Training Session. An Assessment Ride can be conducted in a CPT/FTD only if the training event or procedure that gave rise to the Assessment Ride was itself conducted in a CPT/FTD.
  
- E. **“BASE MONTH”** means the month during which a Pilot is due to receive required training or checking.
  
- F. **“BUILD-UP LINE”** means a Line constructed by the Company for a Pilot who is excluded from bidding, or who is ineligible to bid, as of the bid closing date.
  
- G. **“BUSINESS DAY”** means a day in a work week of Monday through Friday, excluding any Company authorized holidays.
  
- H. **“CALENDAR DAY” or “DAY”** means a twenty-four (24) hour period starting at 0001 local time and ending at 2400 local time.
  
- I. **“CAPTAIN”** means a Pilot who is in command of an aircraft and its crew members while on duty, who is responsible for the operation of the flight controls of an aircraft, and who is properly qualified and designated by the Company to serve as and holds a current airman’s certificate authorizing him to serve as such.

- J. **“CATEGORY”** means a Pilot’s status in a specific type of aircraft, e.g. SF-340 Captain.
- K. **“CHECK AIRMAN”** means a Pilot authorized by the Company and designated by the Federal Aviation Administration to conduct training, Checkrides and route/line checks.
- L. **“CHECKRIDE”** means Proficiency Check (PC), Proficiency Training (PT), Type Ride, Initial Qualification Maneuvers Validation (IQMV), Continuing Qualification Maneuvers Validation (CQMV), Line Operational Evaluation (LOE), Recurrent Proficiency Line Oriented Flight Training, or other simulator or aircraft evaluations of a similar nature which may jeopardize a Pilot’s employment with the Company.
- M. **“COMPENSATORY DAY OFF”** means a Day Off granted to a Pilot in accordance with this Agreement. A Compensatory Day Off will not count towards a Pilot’s minimum Days Off. However, a Compensatory Day Off can restore a Day Off when awarded in the same Month in which the Pilot accrues the Compensatory Day Off due to a Junior Assignment, and the Pilot will remain subject to Junior Assignment during that Month, in accordance with the provisions of Section 25.I.
- N. **“COMPLETION OF TRAINING”** means the day a Pilot has satisfied all the requirements necessary to qualify for the Position he has been awarded in accordance with Section 24 and who is eligible to operate the aircraft in revenue service in his awarded Position without regard to whether a Line Check Airman is present. (Refer to Section 3.D. for pay purposes.)
- O. **“CONTROL”** means having, at the relevant time, whether exercised directly or indirectly through intermediate entities:
1. ownership of an entity’s securities constituting, exchangeable into, exercisable for or convertible into a majority of the entity’s then-exercisable voting stock; or
  2. possession of the power or right to appoint, elect, remove or prevent the appointment or election of a majority of an entity’s Board of Directors or other governing body having substantially the powers and duties of a Board of Directors.
- P. **“CONTINUOUS DUTY OVERNIGHT” (CDO)** means a Duty Period that starts in one Calendar Day and ends after 0400 on the following Calendar Day and contains either no Rest Opportunity or a Rest Opportunity of less than three (3) hours. (LOA51.A.3.)
- Q. **“CONTINUING QUALIFICATION” or “CQ”** means a curriculum under an Advanced Qualification Program (AQP) in which Pilots who are fully qualified in a Category maintain their proficiency. Continuing Qualification is the AQP equivalent of Recurrent Training.

- R. **“DAY OFF”** means a Calendar Day during which a Pilot is in Domicile and free from all duty, including reserve duty, except that the Company may schedule Days Off for Pilots in Long Term Training at the training location. When a flight is scheduled to terminate prior to 2400, is delayed due to weather or mechanical difficulties beyond 2400, and actually terminates prior to 0200 on a scheduled Day Off, such Day Off shall not be considered to have been disturbed.
  
- S. **“DAYTIME TRIP(S)”** means a Trip(s) that is not a Nighttime Operation. (LOA 51.A.4)
  
- T. **“DIFFERENCES TRAINING”** means the training necessary to qualify a Pilot on a derivative of an aircraft type he is currently qualified to fly. A Pilot who attends Differences Training shall have his training dates awarded in accordance with Section 24, and shall be subject to the training progression provisions applicable to a Pilot in Long Term Training.
  
- U. **“DISPLACED”** means a Pilot has lost his Position as a result of a reduction in the number of Positions at a Domicile or is bumped from his Position by another Pilot exercising rights under this Agreement.
  
- V. **“DOMICILE”** means the airport, or in the case of NYC, the Co-Terminal Airports of JFK and LGA, where a Pilot is based and from which a Pilot’s Trips will originate and terminate. A Pilot shall be assigned to one (1) Domicile. (LOA 91)
  
- W. **“DOWNGRADE”** means the Displacement from Captain to First Officer, or the voluntary movement from Captain to First Officer.
  
- X. **“DUTY PERIOD” or “DUTY”** means all time a Pilot is on duty, commencing when the Pilot is required to report for duty and terminating when the Pilot is released from duty for the purpose of obtaining legal rest in accordance with the provisions of this Agreement. Duty includes, but is not limited to, deadheading, flight training, Ready Reserve, and simulator training. Duty for deadheading purposes will be the same as for scheduled flight duty. (LOA 51.A.5.)
  
- Y. **“FERRY FLIGHT”** means the positioning of an aircraft for maintenance or other non-revenue purposes.
  
- Z. **“FINAL LINE AWARD”** means a Pilot’s awarded schedule, including all integrated Planned Activities and duty assignments with the exception of PVDs.
  
- AA. **“FIRST OFFICER”** means a Pilot who is second-in-command of an aircraft, who shall assist or relieve the Captain in the operation of an aircraft, and who is properly qualified and designated by the Company to serve as and holds a current airman’s certificate authorizing him to serve as such.

- BB. **“FLIGHT DUTY PERIOD” (FDP)** in accordance with FAR 117 means a period that begins when a Pilot is required to report for duty with the intention of conducting a flight, a series of flights, or positioning or ferrying flights, and ends when the aircraft is parked after the last flight and there is no intention for further aircraft movement by the same Pilot. A Flight Duty Period includes the duties performed by the Pilot on behalf of the Company that occur before a flight segment or between flight segments without a required intervening Rest Period. Examples of tasks that are part of the Flight Duty Period include Deadhead transportation, training conducted in an aircraft or flight simulator, and Ready Reserve, if the above tasks occur before a flight segment or between flight segments without an intervening required Rest Period. (LOA 51.A.6.)
- CC. **“FLIGHT TIME” or “FLIGHT HOUR”** in accordance with FAR 117 means the period of time that commences when an aircraft moves under its own power for the purpose of flight and ends when an aircraft comes to rest after landing. (LOA 51.A.7.)
- DD. **“FLIGHT TRAINING SESSION”** means at least two (2) hours as flying Pilot in an aircraft or simulator.
- EE. **“FULL-TIME INSTRUCTOR” or “FTI”** means a Pilot who is assigned to the Training Department and whose name does not appear on the bid eligibility list.
- FF. **“FURLOUGH”** means the removal of a Pilot from active duty as a Pilot with the Company due to a reduction in force, or the period of time during which such Pilot has re-employment rights with the Company.
- GG. **“GRACE MONTH”** means the month after the Base Month.
- HH. **“GROUND TRAINING”** means training that satisfies the Company’s requirements for FAA-approved Ground Training credit. GFS and CPT are considered Ground Training.
- II. **“HOME STUDY”** means distance learning undertaken by a Pilot at a location and at the time of his choosing (but prior to any applicable deadline).
- JJ. **“INITIAL QUALIFICATION” or “IQ”** means a curriculum under an Advanced Qualification Program (AQP) in which a Pilot becomes qualified in a new aircraft.
- KK. **“INSTRUCTOR CLASSIFICATION” or “CLASSIFICATION”** means the FTI/PTI’s specific assignment by equipment type and as either an APD or PC Check Airman/ Instructor. Examples of Instructor Classification include SF-340 APD or CRJ 900 PC Check Airman. A PTI who does not bid a Line of flying will be handled in accordance with his Classification.
- LL. **“LINE CHECK AIRMAN” or “LINE CHECK PILOT”** means a Pilot trained and qualified to conduct line checks, route checks, or Operating Experience (OE) in the

airplane. (LOA 71.F.1.)

- MM. **“LINE”** means a Pilot’s monthly work assignment and associated schedule information published by the Company as the Final Line Award and as modified in accordance with the terms of this Agreement.
- NN. **“LINE OPERATIONAL EVALUATION” or “LOE”** means a session conducted in a full flight simulator under an Advanced Qualification Program (AQP) in which a Pilot trainee, as part of a full cockpit crew, participates in a flight evaluation scenario that has been incorporated into the FAA-approved AQP training program. An LOE is the AQP equivalent of a proficiency check in a non-AQP training program.
- OO. **“LONGEVITY”** means credit for the period of service accumulated by a Pilot since his date of hire, except as modified herein.
- PP. **“LONG CALL AVAILABLE” or “LCA”** means a day of availability assigned to a Pilot with no pre-assigned Duty. A Pilot with an LCA day must review his schedule the day preceding the LCA day to receive notification of any flight assignments on the LCA day. A Pilot assigned to a LCA day may not be assigned reserve duty without his consent.
- QQ. [Deleted.] (LOA 33.A.1.)
- RR. **“LONG TERM TRAINING”** means Initial, Upgrade, Downgrade, Requalification (in accordance with paragraph III., below), Transition, or equivalent training.
- SS. **“MANAGEMENT/SUPERVISORY PILOT”** as specifically referred to in this Agreement shall mean Company officials who act in a supervisory capacity, who are on the Pilots’ System Seniority List.
- TT. **“MANEUVERS VALIDATION” or “MV”** means a session(s) conducted in a full flight simulator under an Advanced Qualification Program (AQP) either in Continuing Qualification, Initial Qualification Training or Requalification Training, in which a Pilot trainee’s proficiency in the execution of maneuvers is assessed. Validation is accomplished when the Pilot trainee is trained to proficiency in all tasks and subtasks of those maneuvers, as outlined in the FAA-approved AQP curriculum.
- UU. **“MONTH” or “BID PERIOD”** means one (1) of the twenty-eight (28) to thirty-two (32) day periods of time that constitutes a Bid Year. (LOA 33.A.2.)
- VV. **“MONTHLY BID”** means the time period used each month to bid for monthly schedules after the completion of the Early Bid.
- WW. **“OPEN TIME” or “OPEN FLYING” or “UNASSIGNED FLYING”** means unassigned

flight time, except as otherwise provided herein.

- XX. **“OPERATING EXPERIENCE” or “OE”** means the time accumulated flying an aircraft under the supervision of a qualified instructor or Check Airman.
- YY. **“PART-TIME INSTRUCTOR” or “PTI”** means a Pilot who is assigned to the Training Department and whose name appears on the bid eligibility list.
- ZZ. **“PAY CREDIT”** means all time credited for pay purposes as provided in this Agreement.
- AAA. **“PILOT”** means a Captain or First Officer for the Company, or an individual who is in training to qualify as a Captain or First Officer for the Company whose name appears on the Pilots’ System Seniority List.
- BBB. **“PLANNED ACTIVITY”** means an event (including, but not limited to vacation or Short Term Training) which is scheduled on a Pilot’s Line in advance of the Monthly Bid.
- CCC. **“POSITION”** means a Pilot’s designation as Captain or First Officer on a specific aircraft type in a specific Domicile, e.g. Detroit CRJ-900 Captain.
- DDD. **“PROCEDURES VALIDATION” or “PV”** means a session(s) conducted during Ground Training (in a Flight Training Device, an airplane simulator with the motion and visual turned off, in a parked aircraft, or in a desk-top computer based instructional device) under an Advanced Qualification Program (AQP) in which a Pilot trainee’s systems integration knowledge and skill are assessed. Validation is accomplished when the Pilot trainee is trained to proficiency.
- EEE. **“READY RESERVE”** means a reserve Duty Period assigned to a Pilot who is required to report for Reserve duty at his Domicile airport. For the purpose of FAR 117, Ready Reserve will be considered FAR 117 airport/standby reserve. (LOA51.A.2.)
- FFF. **“RECURRENT TRAINING”** means training to maintain current qualification.
- GGG. **“REGULAR LINE”** means a Line that contains Trips, Planned Activities, and Days Off with no Reserve Days.
- HHH. **“RELEASE(D) FROM TRAINING”** means that a non-probationary Pilot will have the opportunity to return to his prior Position or be handled in accordance with Section 11.B. and D. (as applicable). The Release from Training of a probationary Pilot will be handled at the Company’s discretion.
- III. **“REQUALIFICATION TRAINING”** means training that qualifies a Pilot for a Category for which he has previously been qualified at the Company. Requalification Training



will be considered Short Term Training for pay purposes, provided the training is not scheduled to exceed fourteen (14) days. If the training is scheduled to exceed fourteen (14) days, the Pilot will be paid in accordance with the Long Term Training provisions. Requalification Training will be considered Long Term Training for scheduling and progression purposes, provided the Pilot has not flown in that Category in the previous six (6) months. If a Pilot has flown in the Category within six (6) months, he will be treated in accordance with the Short Term Training provisions for scheduling and progression purposes.

- JJJ. **“RESERVE”** means a non-flying availability period assigned to a Pilot. Reserve duty will be classified as Short Call Reserve (“SCR”), Long Call Reserve (“LCR”), or Ready Reserve. (LOA 33.A.3.) For the purpose of FAR 117, Reserve not classified as Ready Reserve will be considered FAR 117 short-call reserve. (LOA 51.A.1.)
- KKK. **“RESERVE LINE”** means a Line that contains Reserve periods, Days Off, Planned Activities, and any carry-in assignments.
- LLL. **“REST” or “REST PERIOD”** in accordance with FAR 117 means a continuous period determined prospectively during which the Pilot is free from all restraint by the Company, including freedom from present responsibility for work should the occasion arise. (LOA 51.A.8)
- MMM. **“REST OPPORTUNITY”** in accordance with FAR 117 means a period of time that a Pilot has an opportunity to sleep in a hotel room during a Flight Duty Period. (LOA 51.A.9.)
- NNN. **“RESERVE THRESHOLD”** shall mean the minimum number of Reserves, set by the Company and subject to revision at any time. (LOA 61.E.1.)
- OOO. **“RFT/MV/LOE SPECIFIC GROUND TRAINING” or “SPECIAL USE AIRPORT QUALIFICATION GROUND TRAINING”** means the Ground Training required by the FAA in conjunction with an RFT/MV/LOE or Special Use Airport Training.
- PPP. **“SCHEDULE CREDIT”** means all time credited for the purposes of monthly schedule construction as provided in this Agreement.
- QQQ. **“SCHEDULED FLYING”** means flights which are listed in the published schedule which consists of all known flying.
- RRR. **“SHORT CALL RESERVE” or “SCR”** means a non-flying availability period assigned to a Pilot. A Pilot assigned SCR must respond to notification of a flight assignment and must report for that flight assignment within the prescribed call-out period.
- SSS. **“SHORT TERM TRAINING”** means PC, RFT, RGS, RCRM, CQSV, CQMV, CQLOE,

Special Use Airport Qualification Training, Special Event Training, Requalification Training (in accordance with paragraph FFF., above), or equivalent training.

- TTT. **“SLEEP OPPORTUNITY”** in accordance with FAR 117 means an uninterrupted period of time during a Rest Period which provides an opportunity for sleep. (LOA 51.A.10.)
- UUU. **“SPECIAL EVENT TRAINING”** means training for a particular skill that a Pilot is required to attend on a one-time basis or on an infrequent schedule. Such training includes, but would not be limited to, security training and ILS-PRM training.
- VVV. **“STATUS”** means a Pilot’s designation as Captain or First Officer, without regard to equipment type or Domicile.
- WWW. **“SYSTEMS VALIDATION” or “SV”** means a session(s) conducted under an Advanced Qualification Program (AQP) in which a Pilot trainee’s knowledge of technical systems is objectively assessed. An SV conducted in Qualification Training, Requalification Training or Continuing Qualification is the AQP equivalent of the written examination and the oral examination (when required).
- XXX. **“TRANSITION TRAINING”** means training in the same Status but in a new equipment type.
- YYY. **“TRIP” or “PATTERN” or “PAIRING”** means a flight or a sequence of flights that begins with the Pilot reporting for duty in Domicile, and ends when released from duty in his Domicile. A Trip may include deadhead flights.
- ZZZ. **“TRIP HOUR” or “TRIP HOUR PERIOD”** means the period of time between a Pilot’s report time at his Domicile and his release time at his Domicile for the purpose of obtaining rest.
- AAAA. **“TRIP REQUEST”** shall mean any type of submission by a Pilot to add, drop, trade, or Giveaway a Trip. (LOA 61.E.1.)
- BBBB. **“UPGRADE TRAINING”** means training for a Captain Status for a Pilot who currently holds a First Officer Position.
- CCCC. **“VACANCY”** means an opening in a permanent or temporary Position that is to be filled in accordance with Section 24 of this Agreement.
- DDDD. **“WINDOW OF CIRCADIAN LOW” (WOCL)** in accordance with FAR 117 means a period of maximum sleepiness that occurs between 0200 and 0559. (LOA 51.A.11.)
- EEEE. **“BID YEAR”** means twelve (12) consecutive Bid Periods beginning no earlier than

December 31 and ending no later than January 1. (LOA33.A.4.)

- FFFF. **“Electronic Flight Bag” (“EFB”)** means a Company-approved electronic tablet device containing electronic versions of aircraft operating manuals, flight operations manuals, bulletins, and other work-related information issued to a Pilot in accordance with the terms and provisions of Section 26.FF. An EFB can be either a Company-funded EFB or a Pilot Personal Tablet Device, either of which will be considered the property of the Pilot upon issuance. (LOA 81)

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**COMPENSATION****A. Wage Rates**

A Pilot will be compensated for all Pay Credit based on the following hourly rates. (Rate tables modified by LOA 91)

1. A Pilot will be compensated for all Pay Credit based on the following hourly rates:

<b>60-76 Seat Jet Captain</b>							
<b>YOS</b>	<b>1/1/2018</b>	<b>1/1/2019</b>	<b>1/1/2020</b>	<b>1/1/2021</b>	<b>1/1/2022</b>	<b>1/1/2023</b>	<b>1/1/2024</b>
0-1	\$ 88.72	\$ 89.61	\$ 90.95	\$ 92.32	\$ 93.70	\$ 95.11	\$ 97.01
1-2	\$ 90.70	\$ 91.61	\$ 92.98	\$ 94.38	\$ 95.79	\$ 97.23	\$ 99.17
2-3	\$ 92.73	\$ 93.66	\$ 95.06	\$ 96.49	\$ 97.94	\$ 99.40	\$101.39
3-4	\$ 94.81	\$ 95.76	\$ 97.19	\$ 98.65	\$100.13	\$101.63	\$103.67
4-5	\$ 96.96	\$ 97.93	\$ 99.40	\$100.89	\$102.40	\$103.94	\$106.02
5-6	\$ 99.18	\$100.17	\$101.67	\$103.20	\$104.75	\$106.32	\$108.45
6-7	\$101.47	\$102.48	\$104.02	\$105.58	\$107.17	\$108.77	\$110.95
7-8	\$103.82	\$104.86	\$106.43	\$108.03	\$109.65	\$111.29	\$113.52
8-9	\$106.24	\$107.30	\$108.91	\$110.55	\$112.20	\$113.89	\$116.16
9-10	\$108.75	\$109.84	\$111.49	\$113.16	\$114.85	\$116.58	\$118.91
10-11	\$111.30	\$112.41	\$114.10	\$115.81	\$117.55	\$119.31	\$121.70
11-12	\$113.95	\$115.09	\$116.82	\$118.57	\$120.35	\$122.15	\$124.59
12-13	\$116.65	\$117.82	\$119.58	\$121.38	\$123.20	\$125.05	\$127.55
13-14	\$119.39	\$120.58	\$122.39	\$124.23	\$126.09	\$127.98	\$130.54
14-15	\$122.20	\$123.42	\$125.27	\$127.15	\$129.06	\$131.00	\$133.62

<b>60-76 Seat Jet First Officer</b>							
<b>YOS</b>	<b>1/1/2018</b>	<b>1/1/2019</b>	<b>1/1/2020</b>	<b>1/1/2021</b>	<b>1/1/2022</b>	<b>1/1/2023</b>	<b>1/1/2024</b>
0-1	\$ 50.16	\$ 50.66	\$ 51.42	\$ 52.19	\$ 52.98	\$ 53.77	\$ 54.85
1-2	\$ 59.17	\$ 59.76	\$ 60.66	\$ 61.57	\$ 62.49	\$ 63.43	\$ 64.70
2-3	\$ 61.65	\$ 62.27	\$ 63.20	\$ 64.15	\$ 65.11	\$ 66.09	\$ 67.41
3-4	\$ 63.24	\$ 63.87	\$ 64.83	\$ 65.80	\$ 66.79	\$ 67.79	\$ 69.15
4-5	\$ 64.50	\$ 65.15	\$ 66.12	\$ 67.11	\$ 68.12	\$ 69.14	\$ 70.53
5-6	\$ 65.78	\$ 66.44	\$ 67.43	\$ 68.45	\$ 69.47	\$ 70.51	\$ 71.92
6-7	\$ 67.09	\$ 67.76	\$ 68.78	\$ 69.81	\$ 70.86	\$ 71.92	\$ 73.36

44-59 Seat Jet Captain							
YOS	1/1/2018	1/1/2019	1/1/2020	1/1/2021	1/1/2022	1/1/2023	1/1/2024
0-1	\$ 84.40	\$ 85.24	\$ 86.52	\$ 87.82	\$ 89.14	\$ 90.47	\$ 92.28
1-2	\$ 86.24	\$ 87.10	\$ 88.41	\$ 89.74	\$ 91.08	\$ 92.45	\$ 94.30
2-3	\$ 88.15	\$ 89.03	\$ 90.37	\$ 91.72	\$ 93.10	\$ 94.49	\$ 96.38
3-4	\$ 90.10	\$ 91.00	\$ 92.37	\$ 93.75	\$ 95.16	\$ 96.59	\$ 98.52
4-5	\$ 92.09	\$ 93.01	\$ 94.41	\$ 95.82	\$ 97.26	\$ 98.72	\$100.69
5-6	\$ 94.17	\$ 95.11	\$ 96.54	\$ 97.99	\$ 99.46	\$100.95	\$102.97
6-7	\$ 96.31	\$ 97.27	\$ 98.73	\$100.21	\$101.72	\$103.24	\$105.31
7-8	\$ 98.49	\$ 99.47	\$100.97	\$102.48	\$104.02	\$105.58	\$107.69
8-9	\$100.76	\$101.77	\$103.29	\$104.84	\$106.42	\$108.01	\$110.17
9-10	\$103.09	\$104.12	\$105.68	\$107.27	\$108.88	\$110.51	\$112.72
10-11	\$105.49	\$106.54	\$108.14	\$109.77	\$111.41	\$113.08	\$115.34
11-12	\$107.96	\$109.04	\$110.68	\$112.34	\$114.02	\$115.73	\$118.05
12-13	\$111.15	\$112.26	\$113.95	\$115.65	\$117.39	\$119.15	\$121.53
13-14	\$113.89	\$115.03	\$116.75	\$118.51	\$120.28	\$122.09	\$124.53
14-15	\$117.70	\$118.88	\$120.66	\$122.47	\$124.31	\$126.17	\$128.70

44-59 Seat Jet First Officer							
YOS	1/1/2018	1/1/2019	1/1/2020	1/1/2021	1/1/2022	1/1/2023	1/1/2024
0-1	\$ 50.16	\$ 50.66	\$ 51.42	\$ 52.19	\$ 52.98	\$ 53.77	\$ 54.85
1-2	\$ 56.95	\$ 57.52	\$ 58.38	\$ 59.26	\$ 60.15	\$ 61.05	\$ 62.27
2-3	\$ 60.01	\$ 60.61	\$ 61.52	\$ 62.44	\$ 63.38	\$ 64.33	\$ 65.62
3-4	\$ 61.97	\$ 62.59	\$ 63.53	\$ 64.48	\$ 65.45	\$ 66.43	\$ 67.76
4-5	\$ 63.20	\$ 63.83	\$ 64.79	\$ 65.76	\$ 66.75	\$ 67.75	\$ 69.10
5-6	\$ 64.46	\$ 65.10	\$ 66.08	\$ 67.07	\$ 68.08	\$ 69.10	\$ 70.48
6-7	\$ 65.74	\$ 66.40	\$ 67.39	\$ 68.40	\$ 69.43	\$ 70.47	\$ 71.88

**B. Scheduled Average Times (SATs)**

1. A Pilot will receive, as Pay Credit, the greater of Actual Block-To-Block or scheduled Block-To-Block, on a leg-by-leg basis. For purposes of this provision, “scheduled” shall mean the Scheduled Averaged Times (SATs) (also called Leg Values) between city pairs jointly established using the methodology below.
2. In computing the SATs for “scheduled or actual” pay purposes, the following methodology shall be used:

- a. SATs are determined by using the average of historic en route (Block-To-Block) times between city pairs by equipment. All SATs will be rounded to the nearest minute. Once an SAT is established, it will be retained until amended.
  - b. SATs shall be reviewed by the joint Company/ALPA Review Board every six (6) months (using the prior twelve (12) months) to determine if any adjustments are to be made. Adjustments will be made when the average varies from the established SAT by more than ten percent (10%) or five (5) minutes. However, no adjustment will be made unless the segment has been flown more than thirty (30) times in the prior twelve (12) months.
  - c. When a new route is established for which no SAT has been computed in accordance with paragraph B.2.a., above, published marketing schedule times will be utilized initially. After ninety (90) days of operation (no less than one (1) operation per week for a period of ninety (90) days) or one hundred fifty (150) segments, by equipment type, the simple average of all Block Times during such initial period of operation will become the SAT. The new SAT will be established at the next meeting scheduled pursuant to paragraph B.2.b., above. Thereafter, the provisions of paragraph B.2.b., above, shall apply.
  - d. A joint Company/ALPA Review Board will meet for the purpose of determining the necessity of adjusting SATs as outlined in paragraph B.2.b., above, and establishing new SAT times as outlined in paragraph B.2.c., above.
  - e. The Company shall publish the SATs with each Monthly Bid Package.
3. On all non-scheduled flights, Ferry Flights, training flights, test flights, or repositioning flights, a Pilot will receive, as Pay Credit, the Block Time for that flight.
4. Overflights and Diversions
  - a. In cases of overflights, a Pilot will be paid the greater of Block Time or the sum of the scheduled Block Times for the two (2) flight segments.
  - b. In cases of diversions, pay will be as follows:
    - i. When the flight diverts, then eventually reaches its destination, a Pilot will be paid the greater of Block Time or the scheduled value of the Origin to Destination segment.
    - ii. When the flight diverts, lands at a station other than its intended destination, and subsequently continues to a destination or returns to a hub, a Pilot will be paid the greater of Block Time or the sum of the scheduled Block values of the segments actually operated. Where there

is no scheduled or established Block Time, there will be no minimum, and pay will be for Block Time for that segment only.

- c. Electronically recorded Block Times entered into the crew scheduling system from ACARS or code-shares' operations system will constitute official times. A Pilot disputing the times must submit his disagreement within three (3) days of the termination of the Trip. Aircraft maintenance log information will be used in correcting any discrepancy in reported times.

C. Pay for a Trip that Spans Two Bid Periods

For pay purposes, when a Trip commences in one Month and ends in the following Month, all of the hours flown in the first Month will be credited to the first Month. The remainder of the hours will be credited in the next Month. However, in the case of a Continuous Duty Overnight / Split Duty Trip, the Trip value will be credited in the first Month.

D. Pay Effective Date

1. A new hire Pilot will be paid at the rate identified in paragraph A., above, appropriate to the Category for which he is in training.
2. Subsequent to new hire training, a Pilot's pay rate will be changed:
  - a. when he receives a Longevity increase provided for in paragraph A., above; or
  - b. when he changes seat or equipment, effective as of the completion of OE; or if OE is not required, the first day following the Completion of Training; or if no training is required, the effective date of the new Position, or in accordance with Section 24.I., if applicable.
3. When Displaced to a lower paying Position, a Pilot will not be paid in his new pay status until the effective date of the new Position, the date he completes training, or as specified in Section 24.E.2., whichever is later.

E. Payroll Discrepancies

1. If a Pilot believes that there has been an error in the computation of his pay, he should submit a Payroll Discrepancy Form. The Pilot should describe the discrepancy with as much specificity as possible. If the Pilot submits the discrepancy within two (2) months of the paycheck that gave rise to the problem, he will receive a response within ten (10) days of receipt of submission. If the discrepancy is submitted after two (2) months, he will receive a response within thirty (30) days. A Pilot whose discrepancy is denied will be provided with a reason for the denial.



2. When the resolution of a payroll discrepancy results in the payment of one hundred dollars (\$100.00) or more, the Company will, upon request from the Pilot, issue a check for the appropriate amount within five (5) working days from the date the Company confirms the discrepancy to the Pilot.

F. Drug/Alcohol Testing

A Pilot who is required to report to an off-airport facility to submit to a drug or alcohol test pursuant to the FARs will be credited for one (1) hour of flight pay per visit. If the facility is located at the airport, a Pilot will receive one-half hour (.5) of Pay Credit per visit.

G. Reserve Pay

1. A reserve day that is built into a Reserve Line will not have a minimum daily value.
2. A Pilot holding a Build-Up, CDO/SDT, or a Regular Line who is assigned to a Reserve day, or a Pilot who picks up a Reserve Day, will be credited in accordance with paragraph B., above, or H., below, if applicable, or for 4.00 hours, whichever is greater, for each Reserve day.

H. Minimum Day Pay

1. a. Except as described in paragraphs H.2., H.3., I., and O.3.a., below, and Section 25.G.4.h.iv.4. and 5., a Pilot shall receive a minimum of four (4) hours of Pay Credit for each Calendar Day, or portion thereof, in which he is assigned to Duty or required to remain away from his Domicile. This paragraph will not apply to a circumstance in which a Pilot begins a Duty Period on one Calendar Day and continues with the same Duty Period into the next Calendar Day, provided the Pilot is scheduled to be released and is released from Duty no later than 0200 local time. In such circumstance, the Minimum Day provision will only be applied to the first Day. However, if the Pilot is released from Duty after 0200 local time, or is scheduled to be released from Duty after 0200 local time, he will be entitled to an additional minimum day Pay Credit. (LOA 67.C.1.a.)
- b. A Pilot who is scheduled or rescheduled for more than one (1) Duty Period in a Calendar Day, where such Duty Periods are separated by a legal rest period, will receive minimum day Pay Credit for each Duty Period, subject to the minimum day eligibility requirements of the JCBA. A Duty Period that begins in one Calendar Day, and continues into the next Calendar Day will not trigger an additional minimum day Pay Credit for the Duty performed as part of the same Duty Period in the subsequent Calendar Day unless the Pilot is released from Duty after 0200 local time. In addition, a Pilot who is scheduled to be released from Duty after 0200 local time will be entitled to an additional minimum day Pay Credit. Pay credit for a leg will be allocated to

the Day in which the leg actually departs, based on local time. (LOA 67.C.1.b.)

NOTE: See LOA 67 for examples.

2. The minimum day Pay Credit described in paragraph H.1., above, shall not apply to Saab Pilots based at Domiciles with less than twenty-five (25) Pilots, except that (a) the minimum day shall apply to any Saab Domiciles at MSP, MEM, DTW, IAD or IAH, regardless of the size of those Domiciles, and (b) the minimum day will apply when a Pilot is junior assigned pursuant to Section 25.I. on what previously was the Pilot's Day Off, regardless of the size of the Pilot's Domicile. A Pilot on a temporary duty assignment (TDY) will be credited with the minimum day in accordance with the rules of the TDY Domicile. A Pilot who is deadheading between Domiciles for the purpose of a TDY shall be credited with the minimum day according to the rules of the Domicile from which the deadhead flight departs.
  - a. When a Saab Pilot based in a Domicile for which the minimum day Pay Credit does not apply picks up a Trip from Open Time at a Domicile for which the minimum day Pay Credit applies, the Pilot shall be eligible for the minimum day Pay Credit for that Trip.
  - b. When a Saab Pilot based in a Domicile for which the minimum day Pay Credit applies picks up a Trip from Open Time at a Domicile for which the minimum day Pay Credit does not apply, the Pilot shall not be eligible for the minimum day Pay Credit for that Trip.
  - c. When a Saab Pilot is voluntarily awarded a TDY assignment, whether the Pilot receives the minimum day Pay Credit will be determined by the provisions applicable to the TDY Domicile.
  - d. When a Saab Pilot is involuntarily awarded a TDY assignment, the pilot shall receive the minimum day Pay Credit, unless the minimum day Pay Credit does not apply at both the Pilot's permanent Domicile and the TDY Domicile.
  - e. When a Saab Pilot is voluntary awarded out of domicile Reserve duty, whether the Pilot receives the minimum day Pay Credit will be determined by the provisions applicable to the Pilot's permanent Domicile.
  - f. When a Saab Pilot is involuntarily assigned out of domicile Reserve duty, the pilot shall receive the minimum day Pay Credit, unless the minimum day Pay Credit does not apply at both the Pilot's permanent domicile and the Domicile to which he has been assigned reserve duty.
3. When a pilot is awarded a partial Trip drop which results in Pay Credit that is less than four (4) hours for the affected Day, the minimum day pay provision shall not

apply.

NOTE: The parties agree that if a Pilot is scheduled for minimum day pay pursuant to Section 3.H. and voluntarily adds flying outside of his Trip Hour Period pursuant to Section 3.M.2., the Pilot will receive pay for the trip add credit in addition to his minimum day pay. (LOA 16.D., as modified by LOA 21.A.8.)

**Example 1:** A Pilot is awarded a line which has a Pay Credit of 85 hours. The Pilot completes a multi-day Trip with 2 hours of flying on the last day. The Pilot adds 2 additional legs of flying during the same duty period which is credited at 3 hours. The Pilot will receive Pay Credit of 4 hours (minimum day) which will apply towards his monthly guarantee for the 2 hours of flying on his last day. In addition, the Pilot will receive a Pay Credit of 3 hours at the premium rate, which will be applied above his monthly guarantee for the additional flying. If the applicable premium rate is 150%, the pilot will be paid 89.5 hours for the Month.

If the Pilot in this example was Junior Assigned for the same two (2) additional legs rather than adding the flying voluntarily, the premium credits would be applied in the same manner. (LOA 16.D.)

**NOTE:** The parties agree that a Pilot who is scheduled or rescheduled for more than one (1) Duty Period in a Calendar Day, where such Duty Periods are separated by a legal rest period, will receive minimum day Pay Credit for each Duty Period, subject to the minimum day eligibility requirements of the JCBA. (LOA 21.A.2)

**Example 2:** A Pilot is awarded two 2-day Trips over a period of 3 Days with the first Trip ending on the morning of Day 2 and the second Trip beginning the evening of Day 2 with an intervening Domicile rest period. The Pilot's Block for the first duty period on Day 2 is 3.5 hours. The Pilot's Block for the second Duty Period on Day 2 is 3 hours. For Day 2, the Pilot will be eligible for a minimum day Pay Credit of 4 hours for each of the Duty Periods which occur on Day 2, for a total of 8 hours of Pay Credit. (LOA 21.A.2., Example 1)

**Example 3:** A Pilot who is scheduled for a CDO/SDT Duty Period has the return leg delayed due to maintenance. The Pilot is put into rest and scheduled to operate the delayed return leg later on the second day of the originally scheduled CDO/SDT. The Pilot will be paid the CDO/SDT credit for the originally scheduled portion of the CDO/SDT and a minimum day Pay Credit for the additional Duty Period during which the Pilot operates the delayed return leg to Domicile, for a total of 8 hours of Pay Credit. (LOA 21.A.2., Example

**Example 4:** A Pilot is awarded a line which has a Pay Credit of 65 hours and the Pilot is eligible for a 75-hour monthly guarantee. The Pilot completes a multi-day Trip with 2 hours of flying on the last day and is eligible for minimum day Pay Credit on that day. The Pilot adds 2 additional legs of flying during a different duty period later the same day (with an intervening rest period) which is credited at 3 hours, which also carries a Pay Credit of 4 hours for the minimum day. The Pilot will receive a Pay Credit of 4 hours (minimum day) which will apply toward his monthly guarantee for the 2 hours of flying on his last day. In addition, the Pilot will receive a Pay Credit of 4 hours (minimum day) at the premium rate, which will be applied above his monthly guarantee for the additional flying. If the applicable premium rate is 150%, the Pilot will be paid 81 hours for the Month. (LOA 21.A.2., Example 3)

I. CDO/SDT Pay

A Pilot assigned to a CDO/SDT will receive Pay Credit for the scheduled leg values, Block Time, or four (4) hours, whichever is greater. The minimum day (in accordance with paragraph H., above) does not apply.

J. Ground Movement Pay

A Pilot performing ground movement duties, as described in Section 26.N., will receive Pay Credit in the amount of thirty (30) minutes for each event. If the duration of a ground movement is one (1) hour or more, the Pilot will receive Pay Credit for the Actual Block-to-Block time in lieu of receiving a thirty (30) minute Pay Credit. Pay Credit for ground movements will be paid to a Pilot in addition to the monthly guarantee.

K. [Deleted] (LOA 33.B.2.)

L. Other Pay

1. A Pilot who departs the gate and who is required to return to the gate for any reason without first landing at another airport will receive Pay Credit for the Actual Block-To-Block Time.
2. A Pilot will receive Pay Credit for all time associated with remote deicing.
3. Engine Run-Ups

A Pilot who conducts an engine run-up (runs an engine at the gate without the intention of ground movement or flight) will receive Pay Credit in the amount of thirty (30) minutes for each occurrence. Pay Credit for engine run-ups will be paid in addition to the Monthly Guarantee. (LOA 79.A.)

M. Premium Pay

1. A Pilot shall be paid for Junior Assignments and Extensions in accordance with Section 25.I.
2. A Pilot who voluntarily adds a Trip, or portion thereof, after the Final Line Award shall be compensated at no less than one and one-half (1.5) times his applicable hourly pay rate (premium pay) for any added flying. A Pilot will not receive premium pay for Trips added until such added Pay Credit is utilized to offset the amount of Pay Credit dropped due to Trip drops and trades. (LOA 71.B.)

**Example 1:** The Pay Credit for a Pilot's Line is 80 hours. He adds a Trip on a Day Off worth 5 hours. His new Pay Credit is 87.5 hours (80 hours plus 7.5 hours of premium pay). (LOA 71.B.)

**Example 2:** The Pay Credit for a Pilot's Line is 70 hours (his minimum monthly guarantee is 75 hours). He adds a Trip on a Day Off worth 5 hours. His new Pay Credit is 82.5 hours (75 hours plus 7.5 hours of premium pay). (LOA 71.B.)

3. A Pilot who adds a reserve day to his schedule (after the Final Line Award, on an originally scheduled Day Off) will be credited with four (4) hours or for the time he actually works on that reserve day, both at the premium rate (subject to the minimum day), whichever is greater. (LOA 91)
4. At the Company's discretion, the Company may offer premium pay in excess of the one and one-half (1.5) times that is described in paragraphs M.2. and M.3., above. When offering such additional premium, the Company may only limit the application of the additional premium in the following ways, which shall apply in the same manner to Trips (or portions thereof) and reserve days:
  - a. Within a specific Airline;
  - b. Within a specific Category;
  - c. Within a specific Position;
  - d. To specific date(s), except that all CDO/SDTs commencing on a specific date may be offered at additional premium without increasing the premium applied to Daytime Trips operating on that date. A CDO/SDT will be paid at the premium rate applicable to the day the CDO/SDT commences.
  - e. Notwithstanding d. above, the Company may offer seat support events at a higher rate of premium pay without applying the same higher rate of premium pay to all other Open Time offered on the same day. (LOA 82)

A Pilot who is eligible for premium pay shall be paid the premium rate applicable to the Trip (or portion thereof) or reserve day at the time the Trip (or portion thereof) or reserve day is awarded. If the Company subsequently increases the premium rate that would apply to that Trip (or portion thereof) or reserve day, that change will not be retroactively applied. In addition, if the Company subsequently reduces the premium rate applicable to the Trip (or portion thereof) or reserve day, then a Pilot will receive the premium rate applicable at the time the Pilot submitted his request. (LOA 74.B.)

5. When a Pilot flying a Trip added from Open Time is subsequently extended or junior assigned at the end of the Trip, the Pilot shall be paid the greater of the premium rate applicable to the Trip or the extension / junior assignment premium rate, but not both, for the duty performed as part of the extension or junior assignment.

**Example:** A Pilot adds a Trip from Open Time that carries a premium of 200%. At the end of the Trip the Pilot is junior assigned for an additional four hours of duty on the same day. The Pilot shall be paid at 200% of his regular hourly rate of pay for the junior assignment.

6. Impact of Sick Call on Premium Pay (LOA 76)

A Pilot who calls in sick during a Month in which he either added flying and/or was awarded a line eligible for premium pay pursuant to LOA 71, Paragraph C. (Section 3.M.7.), Maximum Line Range, will forfeit the premium portion of pay for a number of hours equal to the number of sick hours used in that Month. The extended or junior assigned Pilot's premium pay will be unaffected by sick calls.

**Example 1:** The Pay Credit for a Pilot's Line is 85 hours. He did not enable Max Line Range. He adds a Trip worth 10 hours after the Final Line Award. The Pilot calls in sick for a 5-hour Trip later in the same Month. The Pilot would receive 97.5 hours of Pay Credit (this includes 80 hours of straight pay, 5 hours of accrued sick pay, 5 hours for the add with the premium forfeited, and 5 hours for the add at the 150% premium rate, i.e. 7.5 hours).

**Example 2:** The Pay Credit for a Pilot's Line is 85 hours. He adds a Trip worth 10 hours after the Final Line Award. The Pilot calls in sick for a 15-hour Trip later in the same Month. The Pilot would receive 95 hours of Pay Credit (this includes 70 hours of straight pay, 15 hours of accrued sick pay, and 10 hours for the add with all premium forfeited).

**Example 3:** A Pilot enables Max Line Range and is awarded a 95-hour line during a Month in which the Max Line Range premium pay threshold is set at 85 hours (worth 100 hours of Pay Credit). During the same

Month, the Pilot calls in sick for a 5-hour Trip. The Pilot would receive 97.5 hours of Pay Credit (this includes 80 hours of straight pay, 5 hours of accrued sick pay, 5 hours above the premium pay threshold with the premium forfeited, and 5 hours above the threshold at the 150% premium rate, i.e. 7.5 hours).

**Example 4:** A Pilot enables Max Line Range and is awarded a 95-hour line during a Month in which the Max Line Range premium pay threshold is set at 85 hours (worth 100 hours of Pay Credit). The Pilot also adds a 10-hour Trip from Open Time. During the same Month, the Pilot calls in sick for a 5-hour Trip. The Pilot will receive 112.5 hours of Pay Credit (this includes 80 hours of straight pay, 5 hours of accrued sick pay, 10 hours above the premium pay threshold at the 150% premium rate, i.e. 15 hours, 5 hours for the add with the premium forfeited, and 5 hours for the add at the 150% premium rate, i.e. 7.5 hours).

**Example 5:** The Pay Credit for a Pilot's Line is 85 hours. He is junior assigned for a Trip on a Day Off worth 5 hours. The Pilot calls in sick for a 4-hour Trip later in the same Month. The Pilot would receive 95 hours of Pay Credit (this includes 81 hours of straight pay, 4 hours of accrued sick pay, and 5 hours at the 200% premium rate, i.e. 10 hours).

**Example 6:** The Pay Credit for a Pilot's Line is 85 hours. He did not enable Max Line Range. The Pilot adds two separate one-day Trips after the Final Line Award, each worth 4 hours. The Pilot calls in sick for one of the added 4-hour Trips. The Pilot would receive 95 hours of Pay Credit (this includes 85 hours of straight pay, 4 hours of accrued sick pay, and 4 hours of pay for the add at the 150% premium rate, i.e. 6 hours.) (Settlement Letter EDV-17-01)

7. A Regular Lineholder who preferences Maximum Line Range in any Bid Period and who is actually awarded a Line at or above the monthly MLR premium pay threshold will be compensated at no less than one and one-half (1.5) times his applicable pay rate for all Pay Credit accrued during that Bid Period in excess of the MLR premium pay threshold. The MLR premium pay threshold shall not exceed eighty-five (85) hours. The MLR premium pay threshold and premium pay rate will be published in the Monthly Bid Package, and may vary by Position on a monthly basis. (LOA 71.C.1.)
8. A Pilot who adds a Trip from Open Time shall be paid at the premium rate applicable to the Position associated with the Trip. (LOA 98)

**Example:** A NYC 900 CA adds a one-day Trip from the NYC 900 CA FLICA folder

that commences with a deadhead to DTW before an operational leg. NYC 900 CA flying is being paid at 200% on that day, while DTW 900 CA flying is being paid at 150%. The Pilot will be paid at the 200% premium rate.

N. Cancellation and Reassignment

1. Except for a Reserve Pilot, a Pilot not otherwise reassigned will be credited one hundred percent (100%) of the applicable pay rate for the Leg Values of all flights that are scheduled but subsequently canceled or removed from the Pilot's schedule on a leg-by-leg basis for any reason.
2. For the purpose of this Section, "originally scheduled" means flying as awarded through the Line construction process and as modified by actions of the Pilot, such as Trip trades, Trip drops, Trip adds, etc.

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**(Note: The following is from Letter of Settlement 12-075)**

1. Any flying added by the Company (that is not the consequence of a cancellation or removal) that the pilot becomes aware of through direct contact in accordance with Section 25.K. shall be considered "originally scheduled" flying and shall be subject to pay protection in the same manner as flying covered by Section 3.N.2.
2. The parties also agree that a pilot who has flying added to his schedule by the Company, but then has such flying removed is, under Section 3.N.1. and 25.H.3. and 4., a "Time Available" pilot.
3. Given the current Rainmaker programming and its capabilities, the parties understand and agree that capturing the cancellation pay or pay protection agreed to in this settlement, and as exemplified below, will be done on a pay exception/discrepancy basis. The parties further agree that a Read and Initial Memo shall be distributed to crew schedulers, directing crew schedulers to advise pilots who have questions relating to assignments that may be covered by this settlement to file a pay discrepancy to capture pay for the assignments described in this Letter of Settlement.
4. The parties agree the following examples demonstrate how a pilot would be paid under the terms of this settlement. The examples assume that the pilot is being credited above the minimum day. (Note: The following examples assume flying that is accumulative credits above a min day.)



**Example 1:**

- A pilot has a three-day pairing which includes a 5-hour sit in DTW in the middle of Day 2.
- On the morning of Day 2, the Company adds a DTW-LAN-DTW turn (worth 2.5 credit hours) which is scheduled to operate during the 5-hour sit.
- The pilot self notifies of the schedule change.
- The DTW-LAN-DTW turn is then cancelled or removed by the Company, and is not replaced with other flying.
- The pilot would be credited with the scheduled value of the flying cancelled or removed by the Company—the 2.5 hours for the cancelled DTW-LAN-DTW turn.

**Example 2:**

- A pilot is scheduled to fly a three-day pairing that includes a DTW-ELM round trip on Day 2. The schedule credit value of the turn is 2:00 hours.
- On the morning of Day 2, the DTW-ELM round trip cancels, and the pilot is reassigned to fly DTW-ALB. The schedule credit value of that turn is 3:00 hours.
- The DTW-ALB round trip also cancels, and a DTW-FNT round trip is assigned to the pilot, and the scheduled value of that turn is 1:30 hours.
- The pilot actually flies the DTW-FNT round trip.
- The pilot would be credited with the Leg Values of the DTW-ELM round trip, because the value of the originally scheduled flying is greater than the flying actually performed.

**Example 3:**

A pilot has a three-day pairing which includes a 5-hour sit in DTW in the middle of Day 2.

- The evening of Day 1, the Company adds a DTW-LAN-DTW turn (worth

2.5 credit hours) which is scheduled to operate during the 5-hour sit the next day.

- The pilot acknowledges the schedule change via direct contact with Crew Scheduling.
- The morning of Day 2, the DTW-LAN-DTW turn is removed by the Company, and a replaced with DTW-CVG-DTW turn (worth 3.0 credit hours) which the pilot acknowledges via self-notification;
- An hour later, the DTW-CVG-DTW is removed and a DTW-MBS-DTW turn (2.0 credit hours) is added to the Pilot's schedule, which the pilot acknowledges via direct contact with Crew Scheduling.
- The DTW-MBS-DTW turn is then cancelled, and is not replaced with other flying.
- The pilot would be credited with the scheduled value of the initially added flying (DTW-LAN-DTW) which was worth 2.5 hours of pay.

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3. Cancellation credit for a CDO/SDT assignment will be based on the scheduled credit value of the CDO/SDT in accordance with paragraph I.
  4. Notwithstanding paragraph N.1., above, a Pilot reassigned in accordance with Section 25.H. will be credited with the greater of one hundred percent (100%) of the Leg Value(s) of the originally scheduled flights for the displaced period or the greater of Actual Block-To-Block or the Leg Value(s) of the reassigned flight(s) operated in that displaced period before resuming his original schedule.

NOTE: See LOA 67 for examples.

5. Notwithstanding paragraphs N.1. and N.4., above, and except as provided for elsewhere in this Agreement, a Pilot will receive no credit for flight(s) removed as a result of unavailability due to actions of the Pilot, such as the Pilot's failure to properly report for duty, loss of qualification, commuter events or missed Trips. This does not include being delayed at a station or any other operational causes.

**Examples:****ORIGINAL SCHEDULE**

FLT	DEP	ARR	DEPT	ARRT	SAT
3195	MSP	GRR	1000	1236	128
3191	GRR	MSP	1301	1340	134
3397	MSP	DLH	1520	1620	51
3398	DLH	MSP	1655	1754	55
3248	MSP	RHI	1945	2042	55
<<RON IN RHI>>					
3247	RHI	MSP	0640	0746	103
3196	MSP	GRR	1000	1236	128
3192	GRR	MSP	1301	1340	134

**Example 1: Cancellation and Reassignment – Reassigned Flights**

FLT	DEP	ARR	DEPT	ARRT	SAT
3195	MSP	GRR	1000	1236	128
3191	GRR	MSP	1301	1340	134
3399	MSP	BIS	1600	1800	155
<<RON IN BIS>>					
3398	BIS	MSP	0700	0900	155
3196	MSP	GRR	1000	1236	128
3192	GRR	MSP	1301	1340	134

Under Block

The original flights cancelled (3397, 3398, 3248, 3247) had a SAT value of 3:44. The reassigned flights (3399, 3398) had an SAT value of 3:50, and assume a Block Time (hours actually flown) of 3:45. The Pilot would be paid 3:50 for the period which is the greater of Original 3:44, Actual 3:45, and SAT of reassignment 3:50.

Over Block

The original flights cancelled had a SAT value of 3:44. The reassigned flights had an SAT value of 3:50, and assume a Block Time (hours actually flown) of 3:55. The Pilot would be paid 3:55 for the period which is the Greater of Original 3:44, Actual 3:55, and SAT of reassignment 3:50.

No Reassignment

If no flights are reassigned between the MSP-GRR turns, the Pilot will be time available until the scheduled release after the MSP-RHI flight at 2057 and will resume time available at the report time for the originally scheduled MSP-RHI at 0610. During this period the Pilot will be guaranteed the SAT pay of the originally scheduled flights cancelled or removed at 3:44.

**Example 2: Trip Flip**

FLT	DEP	ARR	DEPT	ARRT	SAT
3195	MSP	GRR	1000	1236	128
3191	GRR	MSP	1301	1340	134
3397	MSP	DLH	1520	1620	51
3398	DLH	MSP	1655	1754	55
3196	MSP	GRR	1945	2121	128
<<RON IN GRR>>					
3192	GRR	MSP	0640	0819	134
3248	MSP	RHI	1000	1057	55
3247	RHI	MSP	1301	1405	103

Flights 3248, 3247, 3196 and 3192 were removed and reassigned as flights 3196, 3192, 3248 and 3247. The SAT for the original flights was 5:00 and the Reassigned flights' SAT is 5:00. The Pilot will be paid the greater of 5:00 for the reassignment or the Block Time.

6. A Pilot removed from a Trip pursuant to Section 25.H.7.a. shall be pay protected for any Pay Credits removed, except that a Pilot removed from a Trip because of a conflict with FAR 117 Flight Hour limitations shall be eligible for pay up to the FAR legal maximum. However, until such time as the Company is able to track Flight Hours as defined by the FARs, the FAR legal maximum for Flight Hours will not be applied to limit the pay protection. In any case, the FAR legal maximum will not prevent a Pilot from being credited for non-flight credits, including but not limited to Minimum Day credit, Deadhead, Premium Pay, etc. (LOA51.C.)

**Example 1 (Table A):** A pilot begins a Duty period at 0900 and has a Table A Flight Hour limit of 9 hours. He is scheduled for 7 hours and 50 minutes of flight time. On his first leg he exceeds the scheduled flight time by 1 hour and 30 minutes and is now scheduled for 9 hours and 20 minutes. Crew Scheduling removes his last leg of the day worth 1 hour and 30 minutes to comply with the Table A limitation of 9 hours. The Pilot is pay protected to the Table A limit of 9 Hours. If Crew Scheduling then reassigns the Pilot to a 1 hour flight, then the Pilot will be paid 9 hours.

**Example 2 (100 Flight Hours in 672 hours):** A Pilot begins a Trip scheduled for 5 hours of flight time. In the last 672 consecutive hours the Pilot has flown 94 hours. On leg one, the Pilot exceeds the scheduled flight time by 2 hours. He is now scheduled to have 101 hours in the last 672 consecutive hours. Crew Scheduling removes his last leg worth 2 hours and 30 minutes to comply with the FAR 117 Flight Hour limitation of 100 hours in any 672 consecutive hours. The Pilot is pay protected to the FAR 117 Flight Hour limitation maximum of 100 hours If Crew Scheduling then reassigns the Pilot to a one (1) hour flight, then the Pilot will be

pay protected for 101 hours.

**Example 3 (Table B):** A Pilot begins a Flight Duty Period of 12 hours and 30 minutes at 0700 with 4 scheduled legs. His maximum Table B Flight Duty Period is 13 hours. On leg 4, the inbound aircraft is delayed 2 hours. The Pilot is now scheduled to be on duty 14 hours and 30 minutes. Crew Scheduling then removes the last leg in order to shorten the Flight Duty Period to comply with Table B limits. The Pilot will be paid for the Leg Value of the removed flight.

**Example 4 (190 FDP hours in 672 hours):** A Pilot completes a week of vacation and in the next 24 days, he accumulates 180 Flight Duty Period hours. On Day 25 the Pilot begins a Flight Duty Period scheduled for 9 hours and 30 minutes, but delays cause his projected Flight Duty Period to be 11 hours and 30 minutes. Crew Scheduling removes the last leg in order to shorten the Flight Duty Period to comply with the FAR 117 Flight Duty Period limitation. The Pilot will be paid for the Leg Value of the removed flight.

**Example 5 (FDP Extension):** A Pilot is operating the first of four consecutive Nighttime operations. The first Nighttime Operation departs at 2100. His maximum Table B FDP is 12 hours. Due to weather, the morning departure is delayed and the Pilot is projected to exceed his maximum FDP. In order to complete the flight the Pilot's FDP is extended by 1 hour in accordance with 12.H.3.d.ii. The Company chooses to remove the second Nighttime Operation and put the Pilot into a Rest Period of 30 hours to allow for another extension beyond 30 minutes following the 30 hour rest. The Pilot will be paid for the removed nighttime operation.

O. Training Pay

1. Except as provided elsewhere in this Agreement, a Pilot will receive Pay Credit for all training events regardless of his qualification status.
2. For all Ground Training scheduled on a Day, a Pilot will receive Pay Credit for the greater of either:
  - a. Four (4) hours, or
  - b. Cancellation and Reassignment Pay Credit in accordance with paragraph N., above.
3. For each simulator training event, a Pilot will receive Pay Credit for the greater of either:
  - a. The greater of the scheduled or actual time spent in the simulator, or
  - b. Cancellation and Reassignment Pay Credit in accordance with paragraph N.,

above.

4. Video, Computer or Other Training Assigned to be Completed During a Flight Duty Day
  - a. A Pilot will be paid the greater of either one (1) hour or 50% of the FAA credit hours or, if no FAA credit hours, 50% of the time required to complete the training as determined by the Pilot Training Review Board ("PTRB"). This credit shall be paid in addition to a Pilot's monthly guarantee.
  - b. If a Pilot is removed from flying through no fault of his own to receive training under this paragraph O.4., the Pilot will receive Pay Credit for any removed legs or the value of the training, whichever is greater.
5. Home Study
  - a. Home Study training will be credited in accordance with Section 11.K.2.c. or d.
  - b. Credit for recurrent Home Study training will be paid in the Month in which the ground portion of Recurrent Training was accomplished.
  - c. Credit for any other Home Study will be credited in the Month in which it is required to be completed.
6. A Pilot whose training assignment is modified as the result of circumstances beyond the control of the Pilot, such as, but not limited to, simulator malfunction or instructor availability will receive the greater of:
  - a. Cancellation and Reassignment Pay Credit in accordance with paragraph N., above.
  - b. One hundred percent (100%) of the Pay Credits associated with the training assignment, inclusive of any deadheading required if the training event is canceled.
  - c. The Pay Credit accrued for any reassigned duty.
  - d. A Pilot who calls in sick for a training event will receive Pay Credits associated with that training in accordance with Section 14.

P. Vacation Pay

1. A Pilot will receive three and one-half (3.5) hours of Pay Credit for each vacation day except as provided in paragraph P.2., below. (LOA 71.D.2)

2. Except as provided in Section 7.B.4., a Pilot will receive four and nine-tenths (4.9) hours of Pay Credit for each PVD. (LOA71.D.2.)

Q. Pay Schedule

1. Paychecks will be issued on the 16th (the “first paycheck”) and the 1st (the “second paycheck”) of every month. Should a payday fall on a weekend or a bank holiday, the Company shall issue paychecks on the first working weekday prior to the weekend or bank holiday.

**Example 1:** A payday falls on Saturday the 16th. Paychecks shall be issued on Friday the 15th.

**Example 2:** A payday falls on Monday the 16th, a bank holiday. Paychecks shall be issued on Friday the 13th.

**Example 3:** A payday falls on Sunday the 16th, a bank holiday. Paychecks shall be issued on the Friday the 14th.

**Example 4:** A payday falls on Monday, January 1, a bank holiday. Paychecks shall be issued on Friday, December 29.

2. The first paycheck will include one-half (1/2) of a Pilot’s Minimum Monthly Guarantee for the current Month, all pay for credited flight time adjustments, sick and vacation adjustments and adjustments to in excess of the Minimum Monthly Guarantee from the previous Month and expense reimbursements for the previous Month. The second paycheck will include the second one-half (1/2) Minimum Monthly Guarantee for the ending Month.
3. A Pilot will be afforded the option of being paid by direct deposit through the financial institution he selects.
4. The Company shall provide a Pilot the following information:
  - a. An itemized, detailed and correct daily record of all Pay Credits and expenses;
  - b. Vacation accrual and usage and sick bank accrual and usage; and an explanation to accompany any adjustment to a Pilot’s pay.
  - c. An explanation to accompany any adjustment to a Pilot’s pay.

R. Military Leave

1. The following applies to pay for a Pilot who is on Military Leave:

2. Schedule Integration

a. Integrated as a Planned Activity

A Pilot who advises Crew Planning of his Military Leave assignment prior to the Monthly Bid shall have his Military Leave dates placed on his schedule as a Planned Activity.

b. After Final Line Awards

The Company will minimize the financial impact to the Pilot when dropping “touching Trips.” The Company will first attempt to return the Pilot to his original schedule and then substitute modified Trips for “touching Trips” that conflict with the Military Leave.

3. Pay for a Pilot awarded a Line and the Military Leave was not a Planned Activity

a. The Company will adjust the guarantee of a Pilot awarded a Line by either:

- i. Reducing the Pilot’s Final Line Award Pay Credit by the value of any “touching Trip(s)” dropped, or
- ii. Reducing the Pilot’s Minimum Monthly Guarantee by deducting the value of a day (depending on whether the Month has 30 or 31 days) for each day of unavailability, based on lost scheduled days of work from his original Line (prior to any integration).

b. The Company will use whichever reduction results in the highest total guarantee. In addition, that total will be used as the baseline for any added flying or premium pay for the Month.

**Example:** A Pilot is awarded a Line with a Pay Credit of 83 hours for the Month and the Pilot is unavailable for two days of the month in a 31-day Month due to Military Leave.

Under paragraph R.3.a.i., above, the Pilot’s Final Line Award has a 3-day Trip scheduled for the 25th, 26th and 27th with a Pay Credit of 19 hours. The Company dropped the flying on the 25th and returned the Pilot to his original Trip on the 26th. The Pilot lost 9 hours of Pay Credit from the 3-day Trip due to the Military Leave conflict. The Pilot’s Final Line Award Pay Credit was 83 hours and, since he lost 9 hours of Pay Credit due to the Military Leave, his new guarantee will be 74 hours of Pay Credit.

Under paragraph R.3.a.ii., above, since the Pilot was unavailable for 2 originally scheduled days of work, the Pilot’s prorated Minimum Monthly



Guarantee will be 70.16 hours ( $2/31 * 75 =$  reduced by 4.84 hours) for the month.

Since the 74 hours calculated under paragraph R.3.a.i., above, results in a higher guarantee, the Pilot will be guaranteed 74 hours for the Month. If the Pilot has any added flying or premium pay for the Month, the Pay Credit will be added above his guarantee of 74 hours.

4. Pay for a Pilot awarded a Line and the Military Leave was a Planned Activity
  - a. A Pilot who is assigned a Build-Up Line will have his minimum days off prorated based on the number of days of Military Leave taken for the Month.
  - b. The Pilot will have his Minimum Monthly Guarantee prorated for any days of unavailability for duty below the normal minimum of eleven (11) Days Off (considering the total of prorated Days Off and Military Leave). The new prorated Minimum Monthly Guarantee will be the Pilot's pay for the Month if the Pay Credit of his awarded Line is below the prorated Minimum Monthly Guarantee. The Pilot's new guarantee will also be used as the baseline for any added flying or premium pay for the Month.

**Example:** A Pilot is assigned a Build-Up Line and the Pilot has Military Leave on October 24th, 25th and 26th. The Company took into consideration the Pilot's 3 days of Military Leave and constructed the Pilot a final Line with the prorated minimum of 10 Days Off for the Month.

The Pilot's Final Line Award Pay Credit was 65 hours and, since the Pilot is unavailable for duty for 2 days less than the normal minimum Days Off of 11 days ((10 prorated days off plus 3 days of Military Leave) = 13 days off minus 11 normal minimum days = 2 days of unavailability), his prorated Minimum Monthly Guarantee will be 70.16 hours ( $2/31 * 75 =$  reduced by 4.84 hours) for the Month of October.

Since the Pilot's prorated Minimum Monthly Guarantee of 70.16 hours is greater than his Final Line Award Pay Credit of 65 hours, his new guarantee for the Month will be 70.16 hours. If the Pilot has any added flying or Premium Pay for the Month of October, it will be added above the 70.16 hours.

#### S. Company-Paid Association Leave

A Pilot who receives flight pay loss for his service in the FOQA/ASAP programs, on the PTRB (except as set forth in Section 11.B.2.a.), on the Training Committee, or on the

Scheduling Committee will be paid the greater of five (5) hours per day utilized or the value of the Trips removed due to such service, with the cost to be fully borne by the Company. (LOA 33.B.4.c.)

T. Value of Planned Activities

Schedule Credit of Planned Activities shall be as follows:

1. Short Term Training – two (2) Schedule Credit hours per day. (LOA 33.B.5.a.)
2. PC/RFT – two (2) Schedule Credit hours per day. (LOA 33.B.5.b.)
3. Vacation – three (3) Schedule Credit hours per day. (LOA 33.B.5.c.)
4. Part-Time Instructor Assignment – four (4) Schedule Credit Hours perday.
5. Travel Day – four (4) Schedule Credit Hours perday.

U. Line Check Pilot Incentive Pay (LOAs 80 and 90)

A Line Check Pilot (“LCP”) will be paid at his applicable hourly pay rate plus twenty dollars (\$20.00) incentive pay per hour for line checks, OE, and observation flights. Incentive pay only applies to flights actually operated during performance of OE, line checks, and observation flights and is not protected in the event of cancellation. A lead LCP will be paid at his applicable hourly pay rate plus thirty dollars (\$30.00) incentive pay per hour for all lead LCP-related duties including, but not limited to line checks, OE, and observation flights.

### MINIMUM PAY GUARANTEES

A. A Pilot in training or who holds a Regular, CDO/SDT, Build-Up, or Reserve Line, and who is available for Duty for a full Month, will be guaranteed seventy-five (75) Pay Credit hours at his applicable pay rate ("Minimum Monthly Guarantee").

B. Trip Adds, Trades and Drops

1. Trip adds and trades that result in an increase to a Pilot's Pay Credit will increase a Pilot's monthly guarantee. The monthly guarantee of a Pilot who voluntarily picks up additional days of reserve duty will be increased by the value for each such day.

**Example 1:** A Pilot who was originally eligible for a guarantee of 75 hours picks up 2 days of Trips worth 8 hours. His adjusted guarantee becomes  $75 + 8 = 83$  hours.

**Example 2:** A Pilot who was originally eligible for a guarantee of 75 hours drops a day Trip worth 4 hours and later in the month picks up 2 days of Trips worth 8 hours. His adjusted guarantee becomes  $75 - 4 + 8 = 79$  hours.

**Example 3:** The Pay Credit for a Pilot's Line is 78 hours. He picks up two days of reserve duty worth 4 hours each. His adjusted guarantee is 86 hours.

NOTE: Premium Pay is intentionally not addressed in these examples.

2. A Pilot who is awarded a Trip trade that results in less Pay Credit, or who drops a Trip(s), will have his Pay Credit and/or minimum monthly guarantee reduced by the amount of credit lost as a result of the transaction. A Pilot who reduces the number of scheduled reserve days in a month by drops or trades will have his guarantee reduced by four (4) hours for each day of reserve dropped. A Pilot who drops a partial reserve day will have his guarantee reduced by two (2) hours for each such partial day dropped. A Pilot may restore his pay guarantee and/or minimum monthly guarantee by adding reserve days or Trips or trading for higher value Trips.

**Example 1:** The Pay Credit for a Pilot's Line is 88 hours. He trades a 2-day Trip worth 10 hours for a 2-day Trip worth 8 hours. The Pilot's guarantee will be reduced to 86 hours.

**Example 2:** The Pay Credit for a Pilot's Line is 77 hours. He trades a 2-day Trip worth 15 hours for a 2-day Trip worth 8 hours. The Pilot's

guarantee will be reduced to 70 hours. The Pilot may restore his minimum guarantee to 75 hours by adding or trading for a Trip worth an additional 5 hours.

**Example 3:** The Pay Credit for a Pilot's Line is 74 hours (but is guaranteed 75 hours). He trades a 2-day Trip worth 13 hours for a 2-day Trip worth 9 hours. The Pilot's guarantee is reduced to 71 hours. The Pilot may restore his original guarantee of 75 hours by adding a Trip worth 4 hours or by trading for a Trip worth 4 additional hours (the amount of time he reduced by making the earlier Trip trade).

**Example 4:** A Reserve Line holder drops 2 reserve days, reducing his guarantee to 67 hours. He then picks up a day of reserve duty worth 4 hours. His adjusted guarantee becomes 71 hours. He then picks up another day of reserve duty worth 4 hours. His new adjusted guarantee becomes 75 hours.

3. CDO/SDT-for-CDO/SDT trades in the same Bid Period will not result in either a reduction or increase of a Pilot's guarantee.
  4. Except as provided for in paragraph B.3., above, for Pay Credit purposes only, Trip trades with open time will be treated as a Trip drop and Trip add transaction based on the values of the affected Trips at the time of the transaction.
- C. The following events shall be paid over and above a Pilot's monthly guarantee:
1. Trip Adds (Section 4.B.1.)
  2. Reserve Day Adds (Section 3.G.2., Section 4.B.1.)
  3. Same Day Ready Reserve Escalation (Section 25.J.11.c.ii.E.)
  4. Extensions (Section 25.I.1.b. and e.)
  5. Junior Assignments (Section 25.I.6.)
  6. Ground Movement Pay (Section 3.J.)
  7. Video, Computer or Other Training Pay (Section 11.K., Section 3.O.4.)
  8. Home Study Pay for Recurrent Training (Section 11.K.2.c.)
  9. Non-Recurrent Non-Long Term Home Study Credit (Section 11.K.2.d.ii.)

10. Compensatory Day Pay Credit taken in lieu of a Compensatory Day (Section 25.L.5.c.)

11. Sold Vacation (Section 7.B.5.e.)

12. Engine Run-Ups (Section 3.L.3.) (LOA 79.B.)

D. Except as otherwise provided, a Pilot who is unavailable for part of a Month will have his guarantee prorated in accordance with the following formula: days of unavailability divided by the number of days in the Month times seventy-five (75) hours (see Appendix D). For the purpose of this Section, unavailable means a Pilot who is on any type of unpaid leave of absence (except military), Furlough, suspension without pay, or time off without pay (TOWOP). A Pilot who is on vacation or who cannot fly due to FAR flight and rest limitations will be considered available under this Section.

**Example:** A Pilot is unavailable due to family leave for 10 days during a 30-day Month. His new monthly guarantee is 50 hours. (10 days of unavailability divided by 30 days in the Month equals one-third times 75 hours equals 25 hours; 75 hours minus 25 hours equals 50 hours.)

E. 1000 Flight Hour FAR Limitation (LOA 51.D.)

A Pilot who reaches 1000 Flight Hours in any 365 consecutive day period will receive no less than his monthly guarantee for the Month(s) in which he reaches the limitation, provided he is otherwise available for duty.

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## TRAVELING EXPENSES

### A. Lodging and Rest Facilities

1. a. A Pilot shall be furnished with suitable single occupancy lodging at the Company's expense at all overnight stations, including training (unless the Pilot actually resides within fifty (50) miles of the training site), and Continuous Duty Overnight / Split Duty Trips. When selecting hotels, the following criteria will be considered: safety, cleanliness, reasonable cost, eating facility, proximity to the airport, non-smoking rooms and the ability of the Pilot to obtain rest (quiet).
- b. A Pilot who operates a Trip which, when originally scheduled, contained a scheduled layover(s) of twenty (20) hours or greater shall be furnished lodging in the downtown area of the city served. With the approval of the MEC Hotel Committee Chairman, a hotel outside the downtown area may be selected if the hotel offers additional attractions, services, or facilities and is of comparable quality. (LOA 91)
2. The Company will furnish the crew with a day room (maximum double occupancy hotel room for both Pilots, unless one crew member is male and the other is female, in which case the Pilots will be given separate, single occupancy hotel rooms) for all scheduled continuous duty layovers longer than four and one-half (4.5) hours that are known prior to the day of the continuous duty layover. In addition, a day room (maximum double occupancy hotel room for both Pilots, unless one crew member is male and the other is female, in which case the Pilots will be given separate, single occupancy hotel rooms) will be furnished for all continuous duty layovers projected to last longer than four and one-half (4.5) hours that become known on the same day as the continuous duty layover, provided there is a room available.
3. The bid packages will list the current lodging facilities, the telephone numbers of those facilities, and the method of transportation between the airport and the lodging facility.

NOTE: Letter of Agreement No. 25 (Training Hotel Buyout), paragraph A.

A Pilot who is entitled to a hotel room pursuant to Section 5.A. of the JCBA in conjunction with either a Long Term Training event or Short Term Training event may elect, at his sole discretion, to forego the hotel room by notifying the Training Department in writing at least three (3) days prior to the commencement of training. The Company will pay the Pilot for one-half of the actual savings accrued from the Pilot's election to forego the hotel room. Such payment shall be included in the first paycheck that falls on the 16<sup>th</sup> of the month following the Pilot's completion of the Long Term Training or Short Term Training event. The Company will provide the ALPA MEC Chairman with the actual cost of the hotel rooms, and such cost shall be updated every three (3) months.

B. Transportation

1. The Company will provide transportation between the airport and the lodging facility and/or training facility.
2. At points other than the Pilot's Domicile, where the Company's scheduled or prearranged transportation is not available within thirty (30) minutes from block-in time, the Captain may, provided he immediately notifies Crew Scheduling/Dispatch, utilize taxi transportation to the lodging facility for the crew, and the Company will reimburse the Captain for such expenses. Expenses must be substantiated by a valid receipt.
3. A crew on a CDO/SDT will not be required to adjust their schedules to accommodate another crew's transportation needs. (LOA 51.E.)
4. If no eating facility is available at or near the lodging facility, the Company will arrange transportation to a suitable facility. If the transportation arranged is not available, paragraph B.2., above, will apply. This provision includes Pilots in training away from their Domiciles, and Pilots on temporary duty assignments.
5. The Company will provide insurance for a Pilot who drives a Company vehicle on Company business and will also reimburse a Pilot for expenses (excluding traffic violations) incurred by Pilots driving Company vehicles on Company business. Company business will include crew members at overnight stations who drive between the airport and the hotel, and crew members who drive to restaurants when there is no restaurant at or convenient to the hotel or training facility.
6. A Pilot assigned/awarded a temporary position pursuant to Section 24 shall have the option of receiving on-line positive space travel to his temporary Domicile for his first Trip of the month and return from his last Trip of the month or off-line space available passes. If the Pilot elects on-line positive space travel, the Company will schedule the Pilot to deadhead on the last flight which departs prior to the commencement of the temporary duty assignment and the first flight after the Pilot's temporary duty assignment ends, unless the Pilot and the scheduler mutually agree to other flights. In lieu of positive space travel, such Pilot will, at his request, be given one roundtrip driving expense for travel to and from his temporary Domicile provided the duration of the temporary duty position is awarded for at least one (1) bid month, the distance between the two Domiciles is less than one thousand (1,000) miles, and the Pilot has sufficient time to drive to the temporary Domicile.

C. Hotel Committee

If requested, the Company will meet with the Association's Hotel Committee to discuss the suitability of overnight and layover facilities. When the Company becomes aware of a change in accommodations, it will notify the Association's Hotel Committee, in writing, as



soon as possible, and, if requested, meet with the Association's Hotel Committee to discuss the suitability of the proposed changes. If the Company determines that more than one overnight facility is acceptable to it at a particular location, then the Hotel Committee may select from a list of acceptable overnight facilities offered by the Company. The Company may determine at any time that a facility is not acceptable.

D. Per Diem

1. A Pilot will be paid per diem at the following rates (LOA 91):

a.	January 1, 2018	\$1.80 per hour
b.	January 1, 2019	\$1.85 per hour
c.	January 1, 2021	\$1.90 per hour
d.	January 1, 2023	\$1.95 per hour

2. The hourly per diem will apply to each Trip Hour, Ready Reserve Duty Periods, training (away from Domicile), and temporary duty assignments in accordance with Section 24.
3. The hourly per diem for a Pilot deadheading from his Domicile to or from training and/or flight duty will start at the designated report time or actual report time, whichever is later, and terminate after block-in at his Domicile.
4. A new hire Pilot will not receive per diem prior to the commencement of OE. (LOA 16.C.3.)

E. Trans-Atlantic Training Per Diem

1. A Pilot who is eligible to receive per diem and who is assigned to undergo training at a site located in Europe will receive one dollar eighty-five cents (\$1.85) per hour in per diem.
2. Trans-Atlantic per diem will begin at the last point of departure in the United States and will end at the block-in time at the first point of arrival in the United States.
3. If the Company is able to secure an agreement with the training site hotel to provide at least two (2) full meals per day at no cost to the Pilot, then the domestic per diem rate set out above will apply, instead of the Trans-Atlantic rate.
4. The Company will give notice to the Pilot when meals will be provided in lieu of the Trans-Atlantic per diem by so stating on a document that accompanies the training itinerary.

- F. Per diem will be paid on a monthly basis. The Company will include all per diem monies owed from the previous Month in the payroll check issued closest to the sixteenth (16th) of

the subsequent Month, in accordance with Section 3.Q.1. The amount paid as per diem shall be clearly identified on the payroll stub as per diem.

**MOVING EXPENSES**

**(Note: Changes reflect amendments made by LOAs 33 and 48.)**

**A. Eligibility**

1. Moving expenses of a Pilot shall be paid by the Company when a Pilot is involuntarily Displaced from his Position. Voluntary Pilot transfers shall be paid by the Pilot.

2. Duration of Eligibility

A Pilot will be eligible for moving expenses for up to two (2) years after the commencement of line flying at the new Domicile.

3. Moves from a Location other than a Domicile

- a. A Pilot who is eligible for Company-paid moving expenses may elect to have his move paid from a location other than the Domicile from which the Pilot is being transferred; however, the Company's financial responsibility will not exceed the cost of moving the Pilot from the old Domicile to the new Domicile.
- b. A Pilot who is eligible for Company-paid moving expenses may elect to have his move paid to within two hundred (200) miles of his new Domicile; however, the Company's financial responsibility will not exceed the cost of moving the Pilot from the old Domicile to the new Domicile.

**B. Reimbursement**

When the Company is required to pay moving expenses, the Pilot will be reimbursed as follows:

1. Shipment of Household Effects

Actual moving expenses from the old Domicile to the new Domicile for household goods up to twelve thousand (12,000) pounds, including shipping, full replacement insurance coverage, but excluding packing and unpacking. The Company has the right to control the method of shipping and the shipper.

2. Automobiles

When automobile transportation is used by the Pilot and his family, the Company will reimburse the Pilot at thirty-seven cents (\$.37) per mile for up to two (2) of the Pilot's personal automobiles using the most direct Google Maps mileage between

the Domiciles.

3. Moving Days

- a. A Pilot will be provided with consecutive days off to accomplish a move. One (1) day off will be provided to load, followed by travel days, and one (1) day off to unload. A day of travel will be considered three hundred fifty (350) miles by the most direct Google Maps mileage. For example, a trip between MSP and DTW will require two (2) travel days.
- b. A Pilot will advise the Manager of Crew Planning of his request for moving days no later than 1700 on the 10th of the month (LOA 71.Q.3.b.i.) prior to the month in which he wishes to move. The timing and duration of the move shall be by reasonable, mutual agreement between the Company and its shipper, and the Pilot, utilizing days during the month the Pilot requests to move. If the Shipper cannot accommodate the Pilot's request for moving days, or the shipping time of goods exceeds the travel days between locations by one (1) day, the Pilot will notify the Manager of Crew Planning before accepting.

**Example:** A pilot wishes to move from DTW to MSP. The move days consist of:

1 day for packing  
2 Travel Days for DTW-MSP  
1 day of unpacking  
1 Buffer Day

(5 days total)

Should the Shipper proposal for moving goods be six (6) or more days, the Pilot should contact the Manager of Crew Planning prior to acceptance consistent with paragraph 3.b.

- c. If the Pilot elects to not accept alternatives for moving days in the month the Pilot requests them, the Company will then arrange for the Pilot to be free from duty the following month, at a mutually agreeable time. Once the Company grants the moving days, the Pilot cannot be rescheduled to work on those days.
- d. The minimum monthly guarantee will not be affected by the moving days.
- e. The Company will reimburse a Pilot, his spouse and children for meals and lodging for the time to travel to his new Domicile, and for any additional

days (if necessary) following arrival at the new Domicile until such time as the household goods are delivered by the shipper. Should the shipping, travel time or unpacking of goods be delayed for any reason, causing the Pilot's return to work to be delayed beyond the moving days projected, the Pilot will notify his Chief Pilot and the Manager of Crew Planning. If the Pilot is scheduled for duty on any of the additional days utilized by the shipper to deliver the household goods, the duty will be dropped without any loss of pay.

- f. Reimbursement for meals for each person will be the per diem specified in Section 5, except that children under ten (10) years of age will receive one-half (1/2) the per diem rate. Quality of lodging will be the same as used on overnights.

#### 4. House Hunting

The Company will reimburse ground transportation, lodging, and meal expenses for the Pilot and his spouse for one (1) house hunting trip not to exceed two (2) days and one (1) overnight. A Pilot utilizing this provision is not entitled to additional days off, but will be eligible for reimbursement for the expenses designated on scheduled days off. The house hunting days need not be consecutive.

- a. Meal expenses will be paid at the per diem rates in Section 5.
- b. The Company will provide free, on-line space available transportation between the old Domicile and the new Domicile. If on-line connections between the Domiciles do not exist, the Company will reimburse the Pilot for service charges levied by a Company-approved carrier.

#### 5. Leases

- a. If a lease is broken as a result of moving to a new Domicile and a penalty is incurred, the Company will pay any penalty for the month notice is given and the following month. The Pilot must immediately notify any landlord of any notice of transfer.
- b. If a Pilot actually resides in his previous residence for part of the notice month, any Company obligation to pay the penalty for the notice month will be prorated by the days the Pilot lived in his previous residence over the number of days in the month.

6. Notice

A Pilot will be given no less than thirty (30) days' notice of the date to report to his new Domicile. Any Pilot who is transferring shall be the last called for any temporary duty assignment in the new Domicile and shall be called only if necessary to prevent cancellation of flights. If called, he shall be paid an expense allowance, in accordance with Section 5, for the period of such assignment.

7. Mobile Homes

A Pilot residing in a mobile home unit will be allowed moving expenses for relocating the unit, but such expenses shall not exceed those provided in paragraph B.1., above.

8. Utilities

The Company will pay up to two hundred dollars (\$200.00) for termination or hook-up of utilities and household appliances, provided the Pilot provides the Company with the appropriate receipts.

9. a. Alternatives for a Pilot who is Involuntarily Displaced

A Pilot who is involuntarily displaced will, upon request, receive his choice of one of the following in lieu of the benefits provided in paragraphs B.1.-8., above:

i. Five (5) days free from duty beginning with the first full Calendar Day after qualification in the new Position if Long Term Training is required or if Long Term Training is not required, the Pilot will be granted five (5) days off prior to the first day of service in his new Position. Hotel accommodations and per diem will be provided during this five (5) day period. "Qualification" is defined as the completion of OE for a First Officer, and as the completion of OE or FAA observation, whichever is later, for a Captain.

ii. Per diem and hotel accommodations for a period of two (2) consecutive weeks commencing on a date to be designated by the Pilot, subject to the following: (LOA 54)

(a) The commencement date falls within sixty (60) days of the completion of training if Long Term Training is required, or if Long Term Training is not required, within sixty (60) days of the first day of assignment to the new Domicile;

- (b) The Pilot must advise Crew Planning by completing the appropriate online Hotel Request form at least five (5) days prior to the expected time when he wishes to commence the benefits. Once a Pilot becomes aware of an assignment that will necessitate his use of hotel benefits, and the appropriate form has been submitted, he may contact Crew Planning or Crew Scheduling by the day prior to the start of this benefit.
- (c) Pilots assigned LCA may contact Crew Scheduling to begin hotel usage on the same day, but must have completed the online Hotel Request form within the prescribed period.
- (d) The Domicile hotel will not be provided for any night(s) the Pilot is away from the Domicile.

C. Receipts

A Pilot shall submit receipts that substantiate expenditures. The Company will not be responsible for damages incurred during the move.

D. Alternate Expenses

Nothing shall prohibit the Company and a Pilot from agreeing to an amount to be paid in lieu of the expenses in paragraph B., above including self-moves. Self-moves will be reimbursed at actual expense and may not exceed the cost of the Company-selected shipper. Travel time, per-diem and lodging will be reimbursed as specified in paragraph B.3., above.

E. Voluntary Moves in Conjunction with Long Term Training (Including Requalification Training)

1. No Change in Principal Residence

A Pilot completing Long Term Training that results in a transfer to a new Domicile (where the Pilot does not intend to change his principal residence) will receive, upon request, four (4) days free from duty beginning with the first full Calendar Day after qualification in the new Position. "Qualification" is defined as the completion of OE for a First Officer, and as the completion of OE or FAA observation, whichever is later, for a Captain.

2. Change in Principal Residence

If the Pilot completing Long Term Training is actually changing his principal residence, the Pilot will submit his moving day request for the number of days for

which he is eligible in accordance with paragraph B.3., above, to the Manager of Crew Planning no later than the close of the Early Bid for the Month in which the Pilot wishes to use the moving days, unless the Pilot becomes eligible to bid after the close of the Early Bid. If the Pilot wishes to use the moving days in the first month he is eligible to bid, he must notify the Manager of Crew Planning no later than 1700 on the 10th of the month (LOA 71.Q.3.b.iii.). Such days may not overlap with any of the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas Eve, or Christmas Day. A Pilot will be eligible to utilize the moving days specified in this paragraph for up to two (2) years after the commencement of line flying at the new Domicile.

F. Domicile Changes Without a Training Event

1. [Deleted.] (LOA 33.D.3.)

2. Change in Principal Residence

A Pilot who is changing Domiciles and actually changing his principal residence will be granted moving days in accordance with paragraph B.3., above. To be eligible for the provisions of paragraph B.3., above, the Pilot shall notify the Manager of Crew Planning, no later than 1700 on the 10th of the month (LOA 71.Q.3.b.ii.) prior to the Month in which the Pilot wishes to use the moving days. The Pilot may request moving days in the Month prior to his effective date, but not sooner. If the Company cannot accommodate the Pilot's requested moving days, the Pilot will be granted the requested moving days in the following Month, provided such days do not overlap with any of the following holidays; New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, or Christmas Day. A Pilot will be eligible to utilize the moving days specified in the paragraph for up to two (2) years following the commencement of line flying in his new Domicile.

3. In any twelve (12) month period, a Pilot shall be entitled to use the benefits outlined in paragraphs F.1. and F.2., above, for a maximum of one (1) time, less the total number of Domiciles in his Category. This maximum applies only to Domicile changes while the Pilot remains in the same Category. "Involuntary" moves (as defined in paragraph A., above) will not count towards the maximum number of moves specified in this paragraph or paragraph F.4., below.

4. If the Company increases or decreases the number of Domiciles operating a specific aircraft, the maximum number of moves eligible for benefits would be adjusted accordingly. For example, if there are four (4) SF-340 Domiciles and if the Company adds another SF-340 Domicile, an SF-340 Pilot would be eligible for four (4) "Domicile change" moves in twelve (12) months. If the Company reduces the number of SF-340 Domiciles from three (3) to two (2), a SF-340 Pilot



would be eligible for one (1) "Domicile change" move in any twelve (12) month period. This provision in no way limits the number of times a Pilot may change Domiciles; it limits only the number of times the Company will make the benefits available as outlined in paragraph F.2., above.

G. Request in Writing

1. The "Moving Benefit Request Form" will be available at all Pilot Domiciles.
2. A Pilot in Long Term Training, including Requalification Training (other than a new hire Pilot), must advise the Manager of Crew Planning of which moving day benefit he is electing before he commences simulator training.
3. All Moving Day Benefit Requests must be submitted in writing (using the "Moving Benefit Request Form") to the Manager of Crew Planning by the applicable deadline.

H. Proof of Principal Residence Change

Any Pilot changing his principal residence (and utilizing the provisions of paragraphs E. and F., above) will submit suitable receipts and/or other documentation (e.g., truck/trailer rental, fuel receipts, hotel receipts, utility bill(s), or change of mailing address), any of which shall verify that an actual move took place. The receipts should be forwarded to the Manager of Crew Planning as soon as possible after the completion of the move.

I. New Hire Pilots

A new hire Pilot will not be eligible for moving expenses to his first awarded Position.

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## VACATIONS

### A. Accrual

1. Vacation entitlement will accrue on the basis of a full month of active service and as otherwise provided in this Agreement. Earned vacation means vacation accrued in the previous year that a Pilot is eligible to use in the current vacation year. Accrued vacation means vacation that is accumulating in the current year that a Pilot is eligible to use in the next vacation year.
2. A Pilot who is projected to have less than one (1) year service at the end of the calendar year will accrue vacation in accordance with the following schedule:

Number of Projected Full Months of Active Service	Number of Days of Accrued Vacation to be Taken During the First Full Calendar Year
12	7
11	6
10	6
9	5
8	5
7	4
6	4
5	3
4	2
3	2
2	1
Less than 2	0

3. A Pilot will accrue vacation in accordance with his Longevity based upon the following schedule:
  - a. Effective calendar year 2014, a Pilot will accrue vacation in accordance with his Longevity based upon the following schedule (LOA 91):

Years of Service	Days Per Month of Active Service
Less than 1 year	.58 (.58 x 12 = 7 days) *See chart above
More than 1 year, but less than 2 years	.58 (.58 x 12 = 7 days)
More than 2 years	1.16 (1.16 x 12 = 14 days)
More than 5 years	1.75 (1.75 x 12 = 21 days)
More than 16 years	2.33 2.33 x 12 = 28 days)

- b. Effective calendar year 2021, a Pilot will accrue vacation in accordance with

his Longevity based upon the following schedule (LOA 91):

Years of Service	Days Per Month of Active Service
Less than 1 year	.58 (.58 x 12 = 7 days) *See chart above
More than 1 year, but less than 2 years	.58 (.58 x 12 = 7 days)
More than 2 years	1.16 (1.16 x 12 = 14 days)
More than 4 years	1.75 (1.75 x 12 = 21 days)
More than 13 years	2.33 x 12 = 28 days)

4. A Pilot hired on or before the fifteenth (15th) of the month will accrue vacation from the first (1st) of the month, and a Pilot hired after the fifteenth (15th) of the month will begin accruing vacation from the first of the following month.

5. Vacation will be taken in seven (7) day blocks with minimum Days Off prorated and rounded to the nearest whole number based on the amount of vacation days occurring in that month, in accordance with Appendix D. A Pilot may elect to have one Day Off pre-assigned to either or both end(s) of the vacation period. Such Days Off will be counted toward the Pilot's minimum monthly Days Off. Such election must be submitted electronically to Crew Planning in accordance with paragraph E.2., below.

6. Bid for Four (4) or More Vacation Days

A Pilot who has accrued four (4) or more vacation days will be eligible to bid a vacation period. The period may run sequentially with another full week of vacation, or stand alone. Where the periods are sequential, the Pilot may elect to use the vacation days to cover the days immediately prior to the commencement of the full vacation week, or may use the vacation days to cover the days immediately following the full vacation week. Where the periods are not sequential, then prior to bidding a Line for the Month in which such vacation is to be taken, the Pilot will advise Crew Planning of the consecutive days within the week during which he would like to use his vacation days.

7. Bid for Fewer than Four (4) Vacation Days

A Pilot who has accrued three (3) days or less will not be eligible to hold a vacation period for those days. However, if a Pilot is eligible to bid a vacation period pursuant to paragraph A.6., above, then the Pilot may attach the three (3) or less vacation days (on consecutive Calendar Days) to the beginning or end of any full vacation week(s) without regard to whether the adjoining period is open or not. The Pilot must designate the placement of these days when he bids his monthly schedule. A Pilot must advise the Company on the annual vacation bid form as to whether he wishes to attach the days to a vacation period, carry them over, be paid

for the days, or bid for personal vacation days (PVDs). The Company will compensate Pilots for these days no later than January 1.

8. Unless the Pilot consents, he will not be junior assigned on any vacation day or on any of the originally scheduled contiguous Day(s) Off before or after his vacation period. For the purposes of this paragraph, Days Off resulting from a Trip drop or trade request granted by the Company will not be considered as those "originally scheduled Day(s) Off."

**Example:** A Pilot is originally scheduled for a Trip on the 10th, 11th and 12th. The 13th, 14th, and 15th are Days Off. The Pilot has a Trip on the 16th and 17th. The 18th and 19th are Days Off, and the Pilot has a vacation week starting the 20th. The Pilot drops the two-day Trip on the 16th and 17th. He may not be junior assigned on the 18th or 19th. However, such Pilot is eligible to be junior assigned on the 13th through the 17th.

9. A Pilot who has accrued a partial day of vacation that is less than one half (0.5) of one (1) day will not receive any vacation credit for that time. A Pilot who has accrued a partial day of vacation that is equal to or greater than one half (0.5) of one (1) day will be credited with an additional full day of vacation.

#### B. Pay Treatment

1. A Pilot will receive twenty-four and one-half (24.5) hours of Pay Credit for each full week of vacation. For the purpose of preferential bidding, a full vacation week will have a Schedule Credit value of twenty-one (21) hours with partial weeks prorated. (LOA 71.D.1.)
2. Each day of a partial year accrual will have a Pay Credit value of one-seventh (1/7th) of the full vacation week value.
3. Personal vacation days will have a Pay Credit value of one-fifth (1/5) of the full vacation week value for each of the five day increments.
4. A Pilot who accrues three (3) or fewer days in a year and who elects to take them as PVDs will have a Pay Credit value of one-seventh (1/7th) of the full vacation week value for each PVD.
5. A Pilot will be permitted to sell his vacation under the following circumstances:
  - a. The Company posts vacation cancellations, by Position, no later than 1200 CT on the 10th of the month.

- b. A Pilot who wishes to sell his vacation must hold the same Position and period in which vacation is being canceled.
- c. The number of Pilots permitted to sell their vacations, by Position, will not exceed the number of canceled vacations, by Position. If the number of Pilots who wish to sell their vacation exceeds the number of canceled vacations, the most senior Pilot(s) making the request will be permitted to sell vacation(s).
- d. A Pilot may request to sell his vacation by submitting his request, in writing, to Crew Planning, by 1700 CT on the 11th of the month. The request should include the Pilot's name, Position, and the dates of the vacation he wishes to sell. In the Monthly Bid Package, the Company will announce the final vacation cancellation/sale results, including the names of the Pilots whose vacations are canceled, and the names of the Pilots who were awarded the right to sell their vacations. The total number of cancellations, by Position, will be reduced by the number of Pilots who have volunteered to sell their vacation.
- e. A Pilot who is permitted to sell his vacation pursuant to these provisions will be compensated at the pay rate the Pilot would be entitled to if the Pilot actually took the vacation one (1) year from the date the Pilot submits the request. The Company will provide the payment for the vacation on the next pay check. A Pilot who sells his vacation will be entitled to designate an equal number of week(s) of his vacation in the next calendar year as inviolate, i.e. such weeks shall not be canceled by the Company.

6. Annual Vacation Buy Back (LOA 33.E.3.)

- a. The Company may advise Pilots in advance of the annual vacation bid that it will permit Pilots to sell their vacations for the following year no later than September 15. A Pilot will have seven (7) days from the date of the notice to notify the Company, in accordance with the instructions on the notice, that he wishes to sell vacation and the amount the Pilot wishes to sell. Once the Company offers vacation for sale, and once a Pilot notifies the Company he wishes to sell his vacation, neither party may revoke its decision.
- b. In the notice, the Company will advise the Pilot of when he will receive payment for the vacation sold. A Pilot will be paid at his applicable hour pay rate at the time the vacation is paid out.

7. Monthly Vacation Buy Back (LOA 33.E.4.)

The Company may offer to buy back Pilot vacation at any time, by Position, at its

discretion. The Company will notify Pilots of its decision to buy back vacation days prior to the start of the Early Bid for the Month in which a Vacation Buy Back is offered. If a Pilot wishes to sell his vacation, he must notify the Manager of Crew Planning via email no later than the close of the Early Bid.

NOTE from LOA 77:

- The Company may offer vacation buy back pursuant to Sections 7.B.6. and 7.B.7. at a premium rate of pay to be designated by the Company provided that the same rate shall be applied to all Pilots in the same Position.
- When offering monthly vacation buy back at a premium rate, the Company will advise Pilots in the affected Position(s) as far in advance as possible, but not later than the start of the Early Bid.

C. Vacation Periods

Vacation periods will be composed of seven (7) day blocks commencing on Sunday.

D. Bidding

1. The vacation bid year will consist of all vacation weeks that begin between January 1 and December 31. A Pilot will bid vacation periods in weekly increments.
2. Vacation Allocation
  - a. The Company will post at least a sufficient number of vacation periods to accommodate all known vacation. Such periods will be equally distributed among all the weeks in the year, by Position, except that vacation periods for any given week(s) may be reduced by no more than twenty-five (25) percent, by Position, below the number which would have otherwise been allocated. This number will be rounded to the nearest whole number, with one-half (.5) rounded up. Such reduced periods and the periods which remain after equal allocation shall be distributed evenly throughout the year. Once published, these periods may not be withdrawn by the Company unless they are canceled in accordance with paragraph I. of this Section.
  - b. In a Position that requires less than fifty-two (52) vacation periods, the Company will make all the weeks available. However, after the annual vacation award, the remaining unbid vacation periods may be reduced to no less than the number required in the Position. These remaining vacation periods will be evenly allocated throughout the year.

**Example:** MSP SF3 CA requires 30 vacation periods. The Company will

post 52 biddable vacation periods on the annual vacation grid, at least one period per week. After the annual vacation award, 25 vacation periods were awarded. The Company will pull down 22 vacation periods. The five remaining vacation periods will be evenly reallocated throughout the year.

c. Staffing Increases

Prior to publishing the monthly vacation bid in a Position that includes any increase in the total Pilot staffing for that Position (including a new Position), the Company will publish additional vacation periods (evenly allocated throughout the remainder of the year) to accommodate the known vacation of the Pilots added to the Position. To determine the number of the additional vacation weeks, if any, the Company will divide the total unused vacation weeks of the Pilots coming into the Position by twelve (12). This number will be the minimum number of vacation weeks added per month remaining in the vacation year. This number will be rounded to the nearest whole number, with one-half (.5) rounded up.

d. Staffing Decreases

- i. Prior to publishing the monthly vacation bid in a Position that includes a decrease in the total Pilot staffing for that Position, the Company may delete vacation periods from the grid. To determine the number of decreased vacation periods, if any, the Company will divide the total unused vacation weeks of the Pilots leaving the Position by twelve (12). This number will be the maximum number of vacation periods to be deleted per month (except as provided in paragraph D.2.d.ii., below). This number will be rounded to the nearest whole number, with one-half (.5) rounded up. The deletions will first come from open periods. If this number is insufficient, then the deletions will be from the periods awarded to the Pilots leaving the Position. Any period awarded to a Pilot leaving the Position that is not deleted pursuant to this provision will be posted as an open period. The operation of this provision will not result in the cancellation of a period awarded to a Pilot who is not leaving the Position, however that Pilot's period may be canceled pursuant to paragraph I.1., below. In addition, the last periods that the Company will delete pursuant to this provision will be those periods that include Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and New Year's Day.
- ii. The Company may delete more than the maximum allowed per month pursuant to the formula described in paragraph D.2.d.i., above, if the removal of the open periods in combination with deleting the periods



awarded to Pilots leaving the Position does not equal the total allowed. In this case, the Company will pull down any remaining open periods (evenly allocated throughout the remainder of the year) to reach the allowed total. If this is insufficient, the Company may pull down periods awarded to Pilots leaving the Position (evenly allocated throughout the remainder of the year).

**Example 1:** MEM SF-340 Captain is decreased by 10 Pilots effective July 1. These Pilots have a total of 12 weeks of unused vacation remaining. The vacations are evenly allocated at 2 per month for the remainder of the year. Using the equation (12 divided by 12 equals 1 vacation period per month), the Company may reduce the vacations by 1 period per month for July through December (for a total of 6). There are 2 unbid open vacation periods in both September and October. If the Company elects to draw down the vacation, the Company will first cancel 1 unbid period in both September and October, and then 1 period that had been awarded to the Pilots, leaving the Position in July, August, November, and December.

**Example 2:** MEM SF-340 Captain is decreased by 10 Pilots effective September 1. These Pilots have a total of 30 weeks of unused vacation remaining: 15 weeks in September and 15 weeks in December. Using the equation (12 divided by 30 equals 2.5 vacation periods per month), the Company may reduce the vacation by 3 periods per month from September through December (for a total of 12). There are 2 unbid vacation periods in November and none in October. If the Company elects to draw down the vacation, it must first delete the 2 unbid open vacation periods in November and will then delete 5 periods that had been awarded to the Pilots, leaving the Position in both September and December, for a total of 12.

### 3. Annual Vacation Bid

- a. Pilots will bid between October 1st and October 15th for vacation to be used in the following year. Bids will close at 1700 hours Domicile time on October 15th. Pilots will be notified of the approval and dates of approval no later than November 1st.
- b. Bids and awards will be by Position and seniority. For the purpose of bidding and awarding vacation, a Pilot will be deemed to occupy a new Position,

provided the award of such Position is published prior to October 1st (including the award of a Position for which the Pilot is bypassed). A bypassed Pilot may bid vacation in his current Position through the end of his bypass period and may bid vacation in his new Position commencing four (4) months after the end of the bypass period.

- c. A Pilot will bid his choices for each week of vacation. He shall be eligible to bid vacation earned by January 1st of the vacation year.
- d. A Pilot who does not use the vacation he has earned for that year will forfeit such vacation unless it is canceled, carried over, or paid off, pursuant to the provisions of this Section. In no other case will the Company pay a Pilot for unused vacation time, except as provided in paragraphs B.5., above, paragraphs I.4., K.2.c., and K.3.b., below, and Sections 13.F.8. and 25.G.4.e.

#### 4. Monthly Bidding

- a. The Company will post the monthly vacation grid with the Early Bid package. This grid shall include all of the remaining months in the calendar year. A Pilot may bid to exchange previously awarded vacation periods or unbid vacation time for available vacation periods, provided that the Pilot's bid does not create a conflict with a carry-in Trip or other preassigned duties such as Short/Long Term Training which carries into the new Month. The bid will close no sooner than conclusion of the Early Bid. Awards (which will include all months for the remainder of the calendar year) will be made in accordance with seniority and will be published in the Monthly Bid Package.
- b. The Company will announce all vacation cancellations (by indicating the name and Position of each Pilot who will have his vacation canceled) for the Bid Period in the Monthly Bid Package. Vacation scheduled during the Bid Period that is not canceled at the time the Monthly Bid Package is published shall not be subject to cancellation, unless the cancellation of vacations becomes necessary solely due to reasons beyond the control of the Company. Attrition will only be deemed to be beyond the control of the Company if it is not reasonably in line with the trailing twelve (12) months of attrition.
- c. Any vacation periods that remain unassigned at the time the Monthly Bid Package is published are no longer available for bid with full weeks of vacation. However, such periods will remain open for Pilots to bid PVDs during the PVD bid in accordance with paragraph D.5., below, and will be awarded in accordance with seniority, or during the Bid Period. PVD awards during the Bid Period shall be awarded on a first-come, first-served basis.

- d. The Company must award PVDs when an open period exists, but such PVDs are subject to cancellation in accordance with paragraph I.7., below. If a Pilot's PVDs are canceled, the Pilot shall receive written notice of the cancellation prior to the date upon which the PVDs were to be taken.
  - e. The Company may award PVDs even if weekly vacation has been canceled in the same Position.
  - f. The Company will update and electronically publish the vacation grid so that when a Pilot leaves his Position, all of his remaining awarded vacation will be converted to open periods on the grid, unless: 1) the vacation periods are reduced in accordance with paragraph D.2.d., above; or 2) a Pilot retains his previously awarded vacation period(s) in accordance with paragraphs K.1. and K.2., below.
  - g. The Company will post a monthly vacation bid form along with the vacation grid on the Company website.
5. Personal Vacation Days (PVDs)
- a. A Pilot may bid one (1) week of vacation in five (5) daily increments. When used in daily increments, a week of vacation shall be considered to equal five (5) days of work. Such days are applied to days of work only. For example, a Pilot who uses two (2) PVDs in April only has three (3) PVDs remaining. Bids for PVDs within open vacation periods must be awarded, until any five (5) days within that period are filled. Awarding of additional PVDs is at Company discretion.
  - b. A Pilot bidding for an entire vacation period will be awarded the period before PVDs are awarded, regardless of the relative seniority of the bidding Pilots.
  - c. A Pilot may bid for PVDs during the PVD bid. Awards will be made in accordance with seniority.
  - d. Bids for PVDs after the close of the PVD bid must be submitted at least forty- eight (48) hours in advance, and will be awarded on a first-come, first-served basis.
  - e. One day of vacation must be used to cover each Calendar Day of any Trip a Pilot wishes to drop. A CDO/SDT will require a Pilot to use one vacation day. A Pilot who redeems a single vacation day on a Day in which he has two scheduled Duty Periods shall designate one Duty Period to be removed from his schedule. (LOA 38.D)

- f. Trips will not be split to accommodate PVDs.
- g. A Pilot will be compensated for unused PVDs which number less than five (5) days at the end of the vacation year.

E. Vacation Shifts and Attached Days Off

- 1. Prior to bidding, a Pilot may shift his vacation up to three (3) days in either direction.
- 2. A Pilot desiring to shift his vacation and/or attach Days Off as specified in paragraph A.5., above, must submit such request electronically, or in extenuating circumstances, by facsimile or hand delivery, to Crew Planning in accordance with the provisions below:
  - a. Except as provided in paragraph E.2.b., below, a Pilot shifting a vacation period must notify the Company of his choice prior to the close of the Early Bid for the Bid Period in which the vacation is originally scheduled to commence.

**Example 1:** A Pilot has a vacation that is originally scheduled for July 10th through the 16th.

- i. The Pilot desires to attach a Day Off to both ends of his vacation. He must notify the Company of his choice during the Early Bid for the July Bid Period (which occurs in June).
- ii. The Pilot desires to slide his vacation to commence on July 7th and attach a Day Off to both ends of his vacation. He must notify the Company of his choice during the Early Bid for the July Bid Period (which occurs in June).

**Example 2:** A Pilot has a vacation that is originally scheduled for July 24th through the 30th.

The Pilot desires to slide his vacation to commence on July 27th and end on August 2nd. He also desires to attach a Day Off on August 3rd. He must notify the Company of his choice to slide his Vacation and attach a Day Off during the Early Bid for the July Bid Period (which occurs in June).

**Example 3:** A Pilot has a vacation that is originally scheduled for July 31st through August 6th.

The Pilot desires to slide his vacation to commence on August 2nd and end on August 8th. He also desires to attach a Day Off on August 9th. He must notify the Company of his choice to slide his Vacation and attach a Day Off during the Early Bid for the July Bid Period (which occurs in June).

**Example 4:** A Pilot has a vacation that is originally scheduled for July 3rd through July 9th.

The Pilot desires to slide his vacation to commence on July 6th and end on July 12th. He also desires to attach a Day Off to both ends of his Vacation. He must notify the Company of his choice to slide his Vacation and attach a Day Off during the Early Bid for the July Bid Period (which occurs in June).

- b. A Pilot shifting a vacation period to an earlier date which involves the first four (4) days of a Bid Period or into a preceding Bid Period must notify the Company of his choice prior to the close of the Early Bid for the Bid Period prior to the Bid Period in which the vacation is originally scheduled to commence.

**Example:** A Pilot has a vacation that is originally scheduled for July 3rd through July 9th.

The Pilot desires to attach a Day Off on July 2nd. He must notify the Company of his choice during the Early Bid for the June Bid Period (which occurs in May).

The Pilot desires to slide his vacation to commence on June 30th. He also desires to attach a Day Off to both ends of his Vacation. He must notify the Company of his choice during the Early Bid for the June Bid Period (which occurs in May).

- c. A Pilot who is awarded vacation through the Monthly Vacation Bid for the subsequent month and who wishes to shift his vacation and/or attach Day(s) Off to his vacation must notify the Company of his choice concurrent with his Monthly Vacation Bid, provided that the shifted vacation and/or attached days do not create a conflict with any pre-assigned duty, including carry-in Trips, or training events.
- d. A Pilot who did not shift his vacation and/or attach Day(s) Off in accordance with paragraphs E.2.a. and b., above, may notify the Company of his choice to shift his vacation and/or attach Day(s) Off prior to the close of the Early Bid

for the Bid Period in which the vacation is originally scheduled to commence, provided the shifted vacation and/or attached days do not create a conflict with any pre-assigned duty, including carry-in Trips, or training events.

F. Retirement

1. During a Pilot's FAA mandated retirement year, the Pilot will have the option of not bidding vacation and being paid in a lump sum for earned and accrued vacation upon retirement. For the purpose of this paragraph, a Pilot's retirement year is the consecutive twelve (12) month period prior to his retirement date.
2. Notwithstanding paragraph F.1., above, in any of the five (5) years prior to a Pilot's planned retirement at age sixty (60) or later, a Pilot may bank either one (1) or two (2) weeks of his vacation entitlement, up to a maximum of ten (10) weeks, to be paid upon his retirement or used to take early retirement while maintaining an active employee status until his retirement date. A Pilot who elects to bank vacation in a particular year must inform the Company of that election during the annual bidding process for that year.

G. Resignation, Termination and Furlough

A Pilot who resigns and has given the Company fourteen (14) days' advance written notice of the date of his last day of employment, or who is Furloughed, will be entitled to pay for his earned and accrued vacation to the date of resignation or Furlough. A Pilot who has not given the Company fourteen (14) days' advance written notice of his intention to resign, or is terminated, will receive his unused earned vacation as of the last January 1.

H. Upon the death of a Pilot, any earned and accrued vacation will be paid to the Pilot's estate.

I. Vacation Cancellation

1. Vacation cancellations will occur in inverse order of seniority, except that vacations awarded in the initial vacation bid will not be canceled until all vacations subsequently awarded for concurrent periods are canceled. If an awarded vacation is canceled by the Company, the Pilot can elect to either: 1) bid on any subsequent monthly vacation bid, or 2) carry the vacation over until the following year, or 3) be paid for the canceled vacation.
  - a. A Pilot may not have more than one (1) vacation period (one (1) period or consecutive periods) canceled in any one (1) year.

- b. If a Pilot has consecutive vacation periods and the Company cancels any one of the periods, the Pilot may elect to have the consecutive periods canceled. If the Pilot has consecutive scheduled days of vacation, and the Company cancels any of such days, the Pilot may elect to have all such days canceled.
  - c. Once a canceled vacation is rescheduled, it may not thereafter again be canceled by the Company. Pilots rebidding canceled vacation must designate such week(s) as inviolate within seven (7) days of the award.
- 2. A Pilot whose vacation is canceled (either weekly or daily) before the close of the Monthly Bid shall have the day(s) of vacation Planned Activity removed from their schedule.
- 3. A Pilot whose vacation is canceled after the close of the Monthly Bid will be notified of a replacement schedule as soon as practical, and will be scheduled in accordance with Section 25 and the following:
  - a. Regular and CDO/SDT Line Holders

A Pilot who was awarded a Regular or CDO/SDT Line may be assigned flying on no more than one-half (1/2) of the previously scheduled vacation days, rounded up to a full day. A Regular or CDO/SDT Line holder shall not be assigned to any reserve duty.
  - b. Reserve Line Holders

A Pilot who was awarded a Reserve Line may be assigned to reserve duty on no more than one-half (1/2) of the previously scheduled vacation days, rounded up to a full day.
  - c. Build-Up Line Holders

A Pilot who is assigned a Build-Up Line may be assigned flying or reserve duty on no more than one-half (1/2) of the previously scheduled vacation days, rounded up to a full day.
- 4. A Pilot whose vacation is canceled will be compensated for the greater of the Pay Credit of the original vacation period or the actual Pay Credit earned during that period.
- 5. A Pilot who elects to be paid for canceled vacation must submit that request in writing.
- 6. A Pilot whose vacation is canceled by the Company will be reimbursed for any

non-refundable payments made in reliance on his awarded scheduled vacation. A Pilot must submit documentation of the payments at the time of cancellation of a vacation, and the Company will be entitled to attempt recovery of such amounts.

7. When necessary, the Company may cancel awarded PVDs. PVDs must be canceled prior to cancellation of any awarded weekly vacation. If the canceled PVDs are not used by the Pilot during the remainder of the year, the canceled PVDs may be carried over until the following year.

J. Overlap

1. Duty Assignment

Should the Company assign any duty that is scheduled to carry into a Pilot's vacation period (excluding PVDs), he must be released prior to his vacation period, unless the Pilot accepts duty into his vacation period. If a Pilot is delayed into his vacation at an outstation due to weather or mechanical reasons, the Company will provide a relief crew on the next flight into the outstation, and the Pilot on vacation may depart on the first return flight. If the Company does not provide a relief crew on the next flight from a Domicile into the outstation, the Pilot on vacation may still depart on the first return flight. If the Pilot so elects, his vacation period will be extended by a number of days equivalent to the days he was delayed.

2. Should the Company assign duty that carries into a PVD, the PVD is canceled and can be rescheduled or carried over.

K. Effect of Change in Status, Equipment or Domicile

1. A Pilot who voluntarily changes Domiciles after vacations have been awarded will retain his previously awarded vacation.
2. A Pilot who is Displaced, or who is awarded a new Domicile that has been open for twelve (12) months or less, will have the option of:
  - a. retaining his original vacation period, unless the vacation period overlaps with the time period in which the pilot is scheduled to attend training for the Position into which he is displacing; or
  - b. choosing to have his vacation added to his next year's vacation; or
  - c. electing to be paid for his vacation.

If the pilot falls under the exception described in paragraph K.2.a., above, he shall also have the option of rebidding his vacation from the remaining open periods during the



current vacation year.

3. When a Pilot voluntarily changes equipment or status, he will choose a vacation from available open periods in his new equipment or status. If no open vacation periods remain, he may elect:
  - a. to have his unused vacation applied to the following year's vacation accrual; or
  - b. with the Company's consent, to be paid for his vacation.
- L. The Company will schedule all training other than Initial, Upgrade, Transition, and Differences Training outside of a Pilot's vacation period.

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## DEADHEADING

### A. Pay Treatment (LOA 71.E.)

1. A Pilot who is required to deadhead by air on an Airline flight will receive PayCredit equal to one hundred percent (100%) and Schedule Credit equal to seventy-five percent (75%) of either the scheduled marketing time or Block Time, whichever is greater.
2. A Pilot who is required to deadhead by air on a non-Airline flight will receive Pay Credit equal to one hundred percent (100%) and Schedule Credit equal to seventy-five percent (75%) of the flight's scheduled time.
  - a. If a Pilot's deadhead flight immediately prior to entering rest is diverted, delayed, or has some other significant effect on the Pilot obtaining minimum required rest, his schedule will be adjusted accordingly to show proper release time. The Pilot must advise Crew Scheduling as soon as possible.
  - b. Pay Credits will be adjusted to Block Time for diversions, or flights operating fifteen (15) minutes or more over scheduled Block Time, if requested by the Pilot within fifteen (15) days of the deadhead event. All requests shall be addressed to Crew Scheduling.
3. A Pilot who is required to deadhead by surface transportation will receive Pay Credit equal to one hundred percent (100%) and Schedule Credit equal to seventy-five percent (75%) of the time en route as determined by Google Map travel time.
4. For surface transportation between the JFK and LGA airports, a fixed en route time of sixty (60) minutes has been established.

### B. Mode of Transportation

1. A Pilot will be required to deadhead only on multi-engine corporate aircraft, or multi-engine certificated Part 121 or scheduled Part 135 air carriers, except where transportation by surface means is provided or authorized.
2. A Pilot may agree to, but will not be required to, deadhead using his own vehicle. The Pilot will be reimbursed for mileage at a rate mutually agreed to with the Company.
3. A Pilot may be required to deadhead utilizing Company provided ground transportation when such travel is the most reasonable and expeditious means of repositioning the Pilot.

4. The Company will provide insurance for any required Company ground transportation, other than a Pilot's personal vehicle.

C. Deadhead Assignments

1. When the Company requires a Pilot to deadhead, the Pilot will be booked on a positive space basis.
2. When the Company schedules a Pilot to deadhead to begin his Trip, training or involuntary TDY assignment, the designated deadhead flight will be the last flight prior to the beginning of the assignment. Except as provided for in paragraph C.3., below, when the Company schedules a Pilot to return to his Domicile on a deadhead flight to complete his Trip, the designated deadhead flight will be the first flight after the Pilot's flight, training, or involuntary TDY assignment ends. The Company will provide air transportation from the point of duty. The Company will provide positive space air transportation to a Pilot's home airport upon request, provided such transportation is permitted by pass agreement.
3. A Pilot who is deadheading to a flight assignment shall be scheduled or rescheduled using the legal connection time plus thirty (30) minutes. A Pilot who is deadheading from a flight assignment shall be scheduled or rescheduled using the legal connection time plus fifteen (15) minutes. A Pilot who completes a deadhead and is connecting to another deadhead flight shall be scheduled using the legal connection time. If a Pilot becomes available for an earlier deadhead flight, the Company will amend the Pilot's schedule, provided the flight is available and time permits, with the Pilot's consent.
4. The Company will post on the website the legal connection times (as determined by the applicable code sharing partner) for all airports served. Connection times other than legal connection times may be used by mutual agreement of the Company and Association members of the PBS Committee.
5. A Reserve Pilot on an operational assignment may be scheduled to receive a rest period prior to his next assigned deadhead. Paragraph C.2., above, will apply to a Reserve Pilot on training or involuntary TDY assignments.
6. If a deadhead is the only remaining assignment prior to release, upon completion of the last operated segment, the Pilot may request to be released from the deadhead assignment(s). If no further assignments are reflected on the Pilot's calendar at that time, the Company will grant such release, and the Pilot will be paid for the deadhead assignment(s). (LOA 51.F.)

7. Alternate Deadhead (LOAs 71.M. and 91)

- a. A Pilot may elect to replace a deadhead that is scheduled as the last leg of his Trip with the option of positive space travel ("Alternate Deadhead") to an airport within seventy (70) miles of the Pilot's home of record. If the Pilot lives more than seventy (70) miles from the closest airport to the Pilot's home of record, exceptions will be made on a case-by-case basis.
- b. The Pilot must notify Crew Scheduling of his desire to replace the scheduled deadhead back to his Domicile with an Alternate Deadhead no later than 1700 on the 27th of the previous month if the deadhead appears on the Pilot's Final Line Award, and no later than twenty-four (24) hours following notification if the assignment is the result of a schedule change after the Final Line Award or reserve assignment.
- c. A Pilot who utilizes Alternate Deadhead will be booked on a positive space basis if:
  - i. sales are authorized at the time of the attempted booking;
  - ii. the routing does not pass through the Pilot's Domicile;
  - iii. the routing does not exceed the number of deadhead segments scheduled; and
  - iv. the flight segment(s) departs on the same day as the originally scheduled deadhead.
- d. A Pilot who is provided a positive space reservation for an Alternate Deadhead shall notify Crew Scheduling if he no longer requires or intends to use the reservation.
- e. When a Pilot utilizes an Alternate Deadhead, the Pilot's pay and per diem will be paid in accordance with the originally scheduled deadhead.
- f. In the event a Pilot based at the NYC Co-Terminal elects to utilize the alternate deadhead provisions of this paragraph, it shall be based upon the Co-Terminal airport from which his Trip originated.

D. Deadheads on Flights Over 3.5 Hours Long

The Company will book the Pilot business travel in Business Class or First Class on flights with a marketing time greater than three and one-half (3.5) hours, subject to pass policy and seat availability.

E. NYC Co-Terminal (LOA 91)

1. All deadhead transportation between Co-Terminal airports will be scheduled and paid in advance by the Company.
2. A Pilot whose Trip begins with a deadhead by surface transportation between Co-Terminal airports will not be required to report at the Co-Terminal airport where the deadhead by surface transportation begins without loss of pay. In order to allow the Company time to cancel or adjust the passenger count of the ground deadhead, the Pilot must advise Crew Scheduling as early as possible, but in no case later than sixty (60) minutes prior to the scheduled departure of the ground deadhead.
3. If a Pilot's deadhead by surface transportation at the completion of a Trip arrives at the Co-Terminal airport where the Trip originated later than scheduled, he will notify Crew Scheduling of his arrival time at the Co-Terminal airport of origination. A Pilot will be considered to be on Duty until he is released at the Co-Terminal airport of origination.

## MISCELLANEOUS FLYING

### A. Currency

A Pilot will not be required to maintain currency in more than one (1) type of equipment at any time.

### B. Test Flights

A Pilot will not be required to perform aircraft test flights.

### C. Functional Check Flights (LOA 79.C.)

1. A Pilot, except for a Functional Check Pilot (FCP) or Management/Supervisory Pilot, will not be assigned to operate any flight anticipated to involve:
  - a. Operation of the aircraft using emergency, abnormal, or alternate procedures (other than an alternate procedure contained in the MEL);
  - b. De-powering any system for troubleshooting or confirmation that a backup system is functional;
  - c. De-powering or any of the aircraft's systems either partially or fully;
  - d. Operation on battery power;
  - e. Operation on emergency power;
  - f. Alternate gear extension;
  - g. Alternate flap extension;
  - h. Operation below VREF and/or approach or entry to stall;
  - i. Airborne shutdown/relight of an engine;
  - j. De-powering of any flight control power input;
  - k. Flight control disconnect;
  - l. Operation of any system requiring specific action steps from Maintenance/Tech Ops/Flight Ops;
  - m. Evaluation of one or more hydraulic systems;

- n. Checking the operation of a major aircraft system that may have appreciably changed the aircraft's flight characteristics or that substantially affects its operation in flight (e.g., primary flight controls, secondary flight controls, or landing gear); or
  - o. Retrieving an aircraft from long-term storage.
- 2. A Pilot will not be required to perform functional check flights other than those described in paragraph C.1., above, which, in the judgment of the Pilot, given all the circumstances, cannot be performed safely.
  - 3. The FCP considering the refusal of a functional check flight as set forth in paragraph C.1., above, or the Pilot considering the refusal of a functional check flight as set forth in paragraph C.2., above, may, at the Pilot's request, be contacted by a management representative. (LOA 79.D.)
  - 4. The management representative must be qualified in the aircraft in order to be authorized to confer about the flight in question.
  - 5. An FCP's refusal to operate a functional check flight as described in paragraph C.1., above, or a Pilot's refusal to operate a functional check flight as described in paragraph C.2., above, may be reviewed by the Chief Pilot. Allegations of unjustified refusals will be reviewed and addressed appropriately. (LOA 79.E.)
  - 6. The flying referenced in paragraph C.1., above, will not be placed into Open Time. Any flying removed from the schedule of an FCP to accommodate the flying referenced in paragraph C.1., above, will be placed into Open Time. (LOA 79.F.)

D. Maintenance Ferry Flights

- 1. A Pilot will not be required to perform maintenance Ferry Flights which, in the judgment of the Pilot, given all the circumstances, cannot be performed safely.
- 2. The Pilot considering the refusal of a maintenance Ferry Flight as set forth in paragraph D.1., above, may, at the Pilot's request, be contacted by a management representative.
- 3. The management representative must be qualified in the aircraft in order to be authorized to confer about the flight in question.
- 4. A Pilot's refusal to operate a maintenance Ferry Flight, as described in paragraph D.1., above, may be reviewed by the Chief Pilot. Allegations of unjustified refusals will be reviewed and addressed appropriately.



E. Functional Check Pilots (FCPs) (LOA 79.G.)

1. The Company will select Functional Check Pilots, who are on the Pilots' System Seniority List, to perform the flying described in paragraph C.1., above.
2. The Company retains the discretion to select whomever it believes to be best qualified to serve as an FCP. FCP openings will be posted for Pilots to express an interest.
3. The Company will provide the Association with a list of FCPs, on request.
4. An FCP will bid for and be awarded a monthly schedule in his awarded Position in accordance with Section 25.F.
5. An FCP will only fly in his awarded Category. However, a Management/Supervisory Pilot (except an FOM) may fly in a Category other than his awarded Phantom Category in the following cases:
  - a. For the purpose of providing training to an FCP.
  - b. If no qualified FCP is available, provided the Company has offered the check flight in question to qualified FCPs.
6. An FCP may be reassigned in accordance with Section 25.H. on an originally scheduled day of work to perform the flying described in paragraph C.1., above. The FCP will be credited in accordance with Section 3.N. for such reassignment.
7. An FCP performing the flying described in paragraph C.1., above, will be paid his base hourly rate plus twenty dollars (\$20.00) incentive pay for all aircraft.
  - a. If an FCP is rescheduled to perform the flying described in paragraph C.1., above, on a day he was scheduled to work (flight or reserve duty), he will receive Pay Credit in accordance with Section 3.N., plus the applicable incentive pay.
  - b. Incentive pay only applies to flights actually operated while performing the flying described in paragraph C.1., above, and is not protected in the event of cancellation.
  - c. An FCP may operate or Deadhead to or from the flying described in paragraph C.1., above, but the incentive pay will not apply to the non-C.1. flying or deadheading.
8. An FCP who agrees to perform flying as described in paragraph C.1., above.

outside of his originally scheduled Trip Hour Period (including on a Day Off) will be compensated at one and one-half (1.5) times his applicable hourly pay rate (premium pay) for any added flying in addition to incentive pay as described in paragraph E.6., above, as applicable. However, a Pilot will not receive premium pay until such added Pay Credit is utilized to offset the amount of any Pay Credit dropped from the Pilot's original schedule to accommodate the added flying. An FCP who has awarded flying or Reserve duty removed to accommodate added flying as described in paragraph C.1., above, outside of his originally scheduled Trip Hour Period will have his Pay Credit and/or minimum monthly guarantee reduced or increased by the net amount of credit lost or added as a result of the transaction. For Pay Credit purposes only, the removal of originally scheduled flying or Reserve duty to accommodate the addition of C.1. flying outside of his originally scheduled Trip Hour Period will be treated as a Trip drop and Trip add transaction based on the values of the affected Trips at the time of the transaction.

**TRANSFER TO / FROM MANAGEMENT / SUPERVISORY POSITION**

- A. A Pilot transferred to a Management/Supervisory position with the Company, Pinnacle Airlines Corp. or a subsidiary of Pinnacle Airlines Corp. will retain and continue to accrue seniority and Longevity.
- B. A Management/Supervisory Pilot must participate in the permanent bid system as bids arise. A Position awarded to a Management/Supervisory Pilot will be a “phantom” Position (not supplanting a line flying Position) and will be awarded by seniority. The Company will indicate that a phantom Position has been awarded on the bid award. At the time of Line construction, a Pilot holding a phantom Position as a result of his Management/Supervisory Position will not be included for the purpose of determining staffing levels to cover available flying.
1. A Management/Supervisory Pilot who returns to a line flying Position will be assigned to the line Position he holds as a phantom Position. However, he cannot displace a line Pilot and will be added as an extra Pilot to such Position. The Company cannot subsequently reduce the number of Positions with the intent to displace an extra Pilot, but may reduce the number of Positions for operational reasons.
  2. Upon return to a line Position, the Pilot will be governed by the provisions of this Agreement.
- C. Except as provided otherwise in this Agreement, a Management/Supervisory Pilot will not bid or be awarded a Line through the bidding and awarding process and normally will not fly a revenue Trip, or a portion of a Trip, except for the purpose of accomplishing Operating Experience, line checks or route checks, personal FAR currency and line operation familiarity, or as necessary to maintain the service of the Company.

NOTE: The parties have agreed that supervisory or management pilots on the Pilots’ System Seniority List have the right to access the Grievance and System Board process if they are not allowed to return to line flying after termination from their supervisory or management positions. (Letter of Understanding incorporated into JCBA via LOA 8.A.6.)

- D. Assistant Chief Pilot (ACP), Assistant Fleet Manager (AFM), and On Call Duty Pilot (ODP) (LOAs 80 and 90)

Notwithstanding paragraphs A. through C., above, the Company may appoint up to two (2) Assistant Chief Pilots (ACPs) for each Domicile. However, the JFK and LGA Domiciles may share one (1) additional Assistant Fleet Manager (AFM) totaling five (5) ACPs between the two Domiciles. The Company may also appoint up to two (2) AFMs to support the Fleet Manager. The Company may also appoint up to eight (8) On Call Duty

Pilots, (ODPs) to support line operations. ACPs, AFMs, and ODPs will be governed by the following provisions:

1. ACPs/AFMs/ODPs will be assigned a period to accomplish ACP/AFM/ODP duties (ACP, AFM or ODP Period) for approximately one-half of a Bid Period and a period to fly as a line Pilot (Flying Period) for the other half of a Bid Period.
2. The Company will submit to the ALPA Scheduling Committee the planned ACP/AFM/ODP Period and planned Flying Period for each ACP, AFM, and ODP prior to the close of the Early Bid.
3. For the purposes of bidding, an ACP/AFM/ODP will be considered unavailable during his ACP/AFM/ODP Period and he will have his Minimum Days Off adjusted for his Flying Period in accordance with Appendix D, pro rate tables. An ACP/AFM/ODP's Flying Period schedule will be constructed by the PBS system in accordance with his seniority (unless the ACP/AFM/ODP bids for a CNO line in the Early Bid, in which case his Flying Period will be awarded in accordance with the CNO line construction rules). The ACP/AFM/ODP Period will be given schedule credit hours equal to the bid divisor utilized for that Bid Period (prorated) using the following formula: ACP/AFM/ODP Period Schedule Credit hours = (ACP/AFM/ODP Period Days in Bid Period \* Bid Divisor). An ACP/AFM/ODP will be considered to be completely available for assignment during his Flying Period. Any required days off between the ACP/AFM/ODP Period and Flying Period will be treated as a part of the ACP/AFM/ODP Period.
4. For the purposes of awarding/assigning Open Time, an ACP/AFM/ODP will be treated as a Management/Supervisory Pilot in accordance with paragraphs A. through C., above, during his ACP/AFM/ODP Period and as a Line or Reserve Pilot in accordance with his seniority during his Flying Period. An ACP/AFM/ODP will not be permitted to add Open Time during his ACP/AFM/ODP Period.
5. An ACP/AFM/ODP will be permitted to take his vacation as awarded, but if the vacation falls during the ACP/AFM/ODP Period, that slot will be made available on the vacation grid during the Early Bid.
6. An ACP/AFM/ODP based in either the JFK or LGA Domicile will not receive any greater compensation than an ACP/AFM/ODP based at any other Domicile, unless a Cost of Living Adjustment ("COLA"), embodied in an LOA with ALPA, is applied to the JFK and LGA domiciled Pilots. In that case, the COLA may also be applied to the ACP/AFM/ODP.
7. On Call Duty Pilots will work in the OCC at Endeavor Headquarters, and will be scheduled to cover hours of active operation.

## TRAINING AND TESTING

### A. Scheduling Provisions

#### 1. General

##### a. Ground Training Limitations

- i. Ground Training will not be performed in the same Duty Period as any other training, except this provision will not apply to RFT/MV/LOE Specific Ground Training or Special Use Airport Qualification Ground Training.
- ii. In no case will a Pilot attend Ground Training without actually receiving one (1) day off in seven (7) days.
- iii. A day of Ground Training will not be scheduled to exceed eight (8) hours of classroom time, excluding breaks, and will not actually exceed nine (9) hours, excluding breaks.
- iv. A Pilot may be required no more than three (3) times during Ground Training to report to an aircraft for “hands on” training (mandated by the FAA to be conducted at the aircraft) outside of the limitations set out in paragraph A.1.a.iii., above. If the aircraft is or becomes unavailable prior to the Completion of Training, then the Pilot may be rescheduled to complete the training. This “hands on” training will not occur on the night prior to a testing event.
- v. Ground Training will be conducted between the hours of 0600 and 2400.
- vi. CPT/FTD will be considered a part of Ground Training classroom time, except that emulations performed in the simulator may occur between 2400 and 0600 if all the other simulator time is unavailable.

##### b. Prohibited Days

- i. A Pilot will not be assigned, without his consent, to a Checkride, flight training or Ground Training, nor will he be required to deadhead to or from these events, from December 24th through December 26th and December 31st through January 1st.
- ii. A Pilot will not be assigned, without his consent, to a Checkride, recurrent flight training or recurrent Ground Training, nor will he be required to deadhead to or from these events, on the day before

Thanksgiving Day or Thanksgiving Day.

- iii. Neither a Checkride, PV, nor recurrent flight training will be scheduled during or within the seven (7) days following a Pilot's vacation. The seven (7) day provision is deemed waived if in the Base Month prior to the Grace Month, the Pilot bids and is awarded monthly vacation for the Grace Month. Short Term Training will not be scheduled during a Pilot's vacation.
- c. Flying/Reserve Limitations
- i. A Pilot will not be scheduled for flight or reserve duty (excluding deadhead) during the same Duty Period in which he is scheduled for a Checkride, PV, MV, recurrent flight training, Recurrent Training, or Long Term Training.
  - ii. Special Event Training or Special Use Airport Qualification Training
    - (a) A Pilot may be scheduled for flight or reserve duty during the same Duty Period in which he attends Special Event Training or Special Use Airport Qualification training of four (4) hours or less, provided the Pilot's total Duty Period does not exceed ten (10) hours.
    - (b) A Pilot may be required to fly or be on reserve either before or after this training, but not both. In addition, if the total Duty Period is greater than four (4) hours, a reasonable meal break will be provided at an appropriate time.
    - (c) A Pilot may be scheduled for flight or reserve duty during the same Duty Period in which he attends Special Event Training, or Special Use Airport Qualification training that occurs at the airport during his originally scheduled Duty Period, provided the originally scheduled Duty Period is not extended to accommodate the training.
  - iii. A reserve, time available, or Long Call Available Pilot may be assigned to serve as the Pilot Monitoring (PM) during a training or checking event, provided his total duty day does not exceed ten (10) hours. The Company must notify the Pilot as far in advance as possible of his PM assignment. The Company will attempt to minimize the number of different training partners that a Pilot in training will have. (Example: A Pilot is in training and needs a PM for four lessons in a row. The Company will use a Reserve Pilot with four days of availability to cover the PM assignment, if one is available.) The Company shall make a

bidding preference available in PBS that will allow Pilots awarded Reserve Lines to volunteer for PM assignments. Upon request, the Company will provide the Pilot with ground transportation between the airport and the training facility. A Pilot will not be removed from a Trip, be assigned (pursuant to Section 25.H) or be extended (pursuant to Section 25.I.) to perform PM duties.

d. Simulator Limitations

i. Prohibited Times

The Company shall not schedule a Pilot for any type of simulator training between the hours of 0200 and 0600 local time. However, if no other slots are available at that site, simulator training (not Checkride, MV, recurrent flight training, recurrent LOFT, or an evaluation ride that could place a Pilot's job or position with the Company in jeopardy) may be conducted between the hours of 0200 and 0600 for new hire Pilots and Pilots whose training schedule was disrupted in accordance with paragraph A.3.a.iii., below. In this case, following the notice of a simulator period or sequence of periods that transgress(es) 0200-0600, a Pilot will be given two Calendar Days off immediately before and one Calendar Day off after the simulator session or sequence of sessions. In addition, the Company shall not schedule a Pilot for a Checkride, MV, recurrent flight training, recurrent LOFT, or an evaluation ride that could place a Pilot's job or position with the Company in jeopardy that would conclude after midnight local time or that would begin before 0600 local time. The Company may otherwise schedule simulator training at such times and at such locations as it sees fit.

ii. Simulator times and hours referenced above are associated with actual times in the simulator, not pre- or post-briefings.

iii. Training – Time Limitations

No Pilot shall be scheduled for or exceed five (5) hours in the flight simulator in any Duty Period. A Pilot will not perform Pilot flying (PF) or Pilot monitoring (PM) duties in the simulator for more than one complete crew's (2 Pilots) training session in any Duty Period. For simulator sessions scheduled in excess of three (3) hours, there shall be an appropriate break during the session.

iv. Checking – Time Limitations

No Pilot shall be scheduled for or exceed five (5) hours in a flight

simulator in any Duty Period. However, if retraining, simulator malfunction, or other unforeseen event has occurred during the session, then the actual simulator time may extend beyond five (5) hours, but will not exceed five and one-half (5.5) hours. A Pilot will not perform PF or PM duties in the simulator for more than one complete crew's (2 Pilots) Checkride, recurrent flight training, LOFT, or MV in any Duty Period. For simulator sessions scheduled in excess of three (3) hours there shall be an appropriate break during the session.

e. Aircraft Limitations

i. Maximum Period

A Pilot will not be required to act as PF for longer than three (3) block hours in any Duty Period and will not be required to act as PM for longer than three (3) block hours in any Duty Period. There shall be an appropriate break at the point the PF changes seats. The break need not allow for the Pilots to exit the aircraft.

ii. Limitation on Number of Pilots

- (a) Any flight training and checking in the aircraft will be restricted to a maximum of two (2) Pilot trainees (not including instructors) at one time during the event. This paragraph is not applicable to transporting Pilot trainees to a training location. The following exceptions to the two (2) Pilot trainee limitation will apply:
- (b) When conducting Special Use Airport Qualification training, such as Aspen training, the Company may use the first approach for training with more than two (2) Pilots (not including instructors) in the aircraft, provided the approach terminates in a full stop landing. After this landing, all trainees in excess of two (2) trainees will be deplaned until just prior to the final take-off. The final take-off may also be used for training with more than two (2) trainees in the aircraft.

2. Short Term Training

a. Notice for Short Term Training and Checking

- i. Pilot Checkride and recurrent flight training Base Month designations will be made available on the Company web site.



ii. Special Use Airport Qualification Training

Should Special Use Airport Qualification training become necessary in the future, the parties agree to meet and confer on the procedure to be used for bidding and scheduling such training.

b. Bidding for Short Term Training

i. In the Early Bid Package, the Company will provide a list of all Pilots who require Short Term Training events; the type of event required by each; and a list of all available STT events. The Company may also require that Line Check Pilots (LCPs) be paired together for recurrent STT simulator events, and will accomplish this by designating certain dates/times as available for bid by LCPs only. The total number of slots set aside for LCPs will not exceed half of the number of LCPs who require a recurrent STT simulator event in that Bid Month. In addition, the slots set aside will vary by weekday/weekend and time of day, in the same relative proportion as all other available slots. A Pilot will be permitted to bid for STT events by Position and event during the Early Bid. In accordance with Section 2.SSS., a Proficiency Check shall be considered to be a Short Term Training event, whether an oral is included or not. All PCs, regardless of whether an oral is included, shall be deemed to be the same "event." (LOA 33.F.1.)

ii. PBS will be utilized to bid and award Short Term Training events. The following bid options will be available:

(a) Time Off Requests

- (1) Weekends Off
- (2) Day of Week Off
- (3) Partial Day of Week Off
- (4) Specific Date Off
- (5) Partial Date Off
- (6) Period of Days Off
- (7) String of Days Off

(b) Short Term Training Event Requests

- (1) Desire/Avoid Training During Weekends
- (2) Desire/Avoid Starting Training on/between Dates
- (3) Desire/Avoid Training on Day of Week
- (4) Desire/Avoid Training on/between Dates
- (5) Desire/Avoid Starting/Ending Training Before/After/Between Times
- (6) Desire/Avoid Training Between Times

iii. Conflicts With Vacation

A Pilot will not be awarded a Short Term Training slot that conflicts with his awarded vacation, including shifted vacation and/or attached Days Off and also including vacation awarded through the monthly vacation bid. If the Pilot is not sufficiently senior to be awarded a Short Term Training slot which does not conflict with his vacation, then the Pilot will take the slot of the next most senior Pilot (that does not conflict with the Pilot's vacation). The Pilot whose slot was taken to avoid the vacation conflict will be awarded his next choice (in accordance with seniority). Alternatively, the Company may delay the Short Term Training of a Pilot who has a vacation conflict until a subsequent month, or may assign the Pilot to another, previously unpublished Short Term Training slot that does not conflict with the Pilot's vacation.

iv. Checkrides/RFTs/CQ Training and Checking Events – Not Within Seven Days Following Vacation

Checkrides/RFTs/CQ training and checking events will be awarded in accordance with seniority; however, in addition to the above paragraph, a Pilot will not be awarded a PC/RFT/CQ training and checking event in the seven (7) days immediately following any awarded vacation. If the Pilot is not sufficiently senior to be awarded a PC/RFT/CQ training and checking slot that falls outside the seven (7) days following his vacation, then the Pilot will take the slot of the next most senior Pilot (that does not conflict with the seven (7) days following the Pilot's vacation). The Pilot whose slot was taken to avoid the conflict will be awarded his next choice (in accordance with seniority). A Pilot may waive this provision.

v. Training Slot Opens After Award of Short Term Training Events

If a Short Term Training event slot becomes available following the close of the Early Bid, but prior to the close of the Monthly Bid (because the Pilot who had been awarded the slot vacated it), then the Company may fill the slot with a Pilot who has not been advised to bid for a Short Term Training event provided the Company actually speaks with the Pilot to advise him of the Short Term Training event prior to the close of the Monthly Bid, and provided the Pilot has the ability to amend his PBS bid prior to the close of the Monthly Bid. If a Short Term Training event slot becomes available after the close of the Monthly Bid (because the Pilot who had been awarded the slot vacated it), a Pilot cannot be scheduled to fill that slot until after the Final Line Awards. If a Pilot is given a Short Term Training event after the Final Line Award, paragraph A.2.d.ii. and Section 3.O. will apply.

c. Notification of Short Term Training

A Pilot assigned to training or checking will normally be notified of the dates prior to bidding a schedule for the Month in which training or checking will be conducted. However, a Pilot will receive no fewer than fourteen (14) days' notice of such training or checking. When necessary to reschedule the training or checking to a later month, a Pilot will be notified of the dates prior to bidding schedules for the subsequent Month, if possible. If the Company postpones the training or checking for ten (10) days or fewer days from the original date, no additional notice is required. If the Company postpones the training or checking by more than ten (10) days, the Company must give the Pilot at least four (4) days' notice. The foregoing shall not apply to line checks or training or checking following an unsatisfactory event.

d. Schedule Integration of Short Term Training Event

i. Short Term Training Event Awarded Prior to the Monthly Bid

(a) Regular, CDO/SDT and Reserve Lines

A Pilot who is awarded a Short Term Training event before the Monthly Bid shall have the Short Term Training event added as a Planned Activity to his schedule.

(b) Build-Up Lines

A Pilot will be able to indicate preferences for available Short Term Training slots and will be awarded a slot in seniority order.

ii. Short Term Training Event Assigned After the Close of the Monthly Bid

A Pilot who is notified after the close of the Monthly Bid that his Short Term Training event must be scheduled or rescheduled shall not normally have the event placed on any awarded Days Off. However, if the Short Term Training event must be scheduled on a Pilot's awarded Days Off, the Pilot will have the option of designating a single sequence of Days Off during the Month as inviolate, and the Short Term Training event may only be placed on Days Off that are not included in the sequence of inviolate Days Off. Contiguous Day(s) Off before and after a vacation period together comprise a single sequence of Days Off for the purpose of this paragraph. A Pilot will be entitled to a Compensatory Day Off for each Day Off affected by the Short Term Training event. If a Short Term Training event in a Pilot's Grace Month can only be rescheduled on a day(s) designated by the Pilot as inviolate, the Pilot shall receive, at Pilot option, either a Pay Credit for the event at 150% of his pay rate or a Compensatory Day Off for each Day Off affected by the event. (LOA 33.F.2.)

e. Canceled or Postponed Training

- i. Should the Company choose to reschedule a Pilot for a canceled or postponed training event and the Early Bid has not closed, the Pilot will be able to bid for the event, provided the Company speaks to the Pilot to advise him of the Short Term Training prior to the close of the Early Bid and provided the Pilot has the ability to amend his PBS bid prior to the close of the Early Bid.
- ii. If training is postponed or canceled prior to the close of the Monthly Bid, the Pilot shall be notified by the Company so he can bid accordingly.
- iii. If training is postponed or canceled after the close of the Monthly Bid, the affected Pilot will be returned to the schedule he would have had if the training had not been integrated into his schedule, if possible. If it is not possible, the Pilot may be reassigned to other flying on scheduled days of work only. If there is no flying to be assigned, the Pilot may be placed on Long Call Available. A Pilot will be advised of his schedule when the training is delayed or canceled.
- iv. Should the Company choose to reschedule a Pilot for a canceled or postponed training event after the Final Line Awards, a Pilot shall have his schedule adjusted so as to maintain the Days Off the Pilot would have had if the training had not been rescheduled.

### 3. Long Term Training

#### a. Sequencing of Trainees

Flight training schedules will be available for bid and awarded in seniority order (other than new hires) by class. After the schedules are awarded, the Company will assign new hires to the remaining schedules, taking into consideration the relative experience level of each new hire for the purpose of facilitating a successful outcome, except that:

- i. If there is an unequal number of Captain and First Officer trainees, a Pilot(s) in the seat designation for which there is an excess will be permitted to be awarded the same schedule as another Pilot in the same seat designation, but only to the extent necessary to equalize the pairings.

**Example:** A class consists of 4 Captains and 2 First Officers. A total of 3 simulator schedules will be available for bid. One Captain will be awarded a schedule that matches another Captain's schedule.

- ii. Should a Pilot's training partner encounter difficulties or deficiencies that might delay training, the Company will use its best efforts to substitute experienced partners to conclude training on schedule.
- iii. If there is a disruption to the training schedules awarded to the Pilots pursuant to paragraph A.3.a., above, such that Pilots must be re-sequenced to complete their training and the re-sequencing results in a delay of training that is one (1) week or longer, the Pilots will be rescheduled to complete their training prior to Pilots in any subsequent training class completing simulator training for the same Category. If a Pilot in an earlier (disrupted) class does not complete training before a Pilot in a subsequent class, he shall be treated as a bypassed Pilot in accordance with Section 24.I. and pay protected in the Category for which he is training, beginning at the time any Pilot in any subsequent training class completes training for the same Category. However, a Pilot will not be entitled to bypass pay if the reason he did not complete training before a Pilot in a subsequent class was because of his own difficulties in training, nor will he be entitled to bypass pay for any period during which he was on a leave of absence or otherwise unavailable for training, in accordance with Section 24.I.
- iv. A Pilot whose training is disrupted for any reason will be re-sequenced back into training no later than the next scheduled training class which

has not been awarded simulator schedules, but in no case later than ninety (90) days after the Pilot is available for training.

b. Ground Training

- i. The Company will publish a Ground Training schedule that includes the training site and classroom schedule at least fourteen (14) days prior to Ground Training. If the published schedule changes, the Company will notify the affected Pilots as soon as practical.
- ii. At the Pilot's request, a Pilot will be scheduled for two (2) consecutive Days Off, in the Pilot's Domicile, immediately prior to commencing Long Term Training. A Pilot who wishes to be scheduled for these Days Off must contact Crew Scheduling as soon as practical, but not later than five (5) days before the first day of class. The Pilot will not receive Pay Credit lost to accommodate the Days Off, unless the Pay Credit would have been lost due to integration for travel and/or training in the absence of such request, however, the Pilot will not receive less than the minimum monthly guarantee. The Pilot will not be subject to extension or assignment on those days in accordance with Section 25.I.
- iii. Ground Training related to Long Term Training will be scheduled for no more than five (5) consecutive days followed by two (2) consecutive days off at the training site, except:
  - (a) If Ground Training has been scheduled on a federal holiday, the trainees and the instructor(s) may unanimously agree to take the holiday off and work on a previously scheduled day off. The rescheduled day of work will not require a trainee to attend Ground Training for more than five (5) consecutive days.

**Example:** The second week of Ground Training includes Labor Day, which falls on a Monday. The trainees and the instructor may agree to take Labor Day off, and work on the following Saturday instead, and only have Sunday off.

- (b) If, due to unforeseen circumstances, a day of Ground Training must be canceled because the training cannot be conducted, the trainees will be given that day off, and one (1) previously scheduled day off may be converted to a day of Ground Training to make up for the time lost. Unforeseen circumstances would include, but not be limited to, events such as a power outage that directly impacts the ability to conduct training and a sick call from

an instructor, provided no other qualified instructor is available. This paragraph may only be used one (1) time in any Ground Training class. The rescheduled day of work cannot interfere with the two (2) days off prior to commencing simulator training, but may cause a trainee to attend Ground Training for six (6) consecutive days. This paragraph does not prevent the instructor and the trainees from unanimously agreeing to reschedule up to four (4) hours of lost training time by adding one (1) hour to the end of four (4) days.

c. Oral Examination

A Pilot will be scheduled for at least one (1) day off or for an oral preparation class on the day immediately prior to the oral exam. If the Company schedules an oral preparation class in lieu of that day off, no other training will be scheduled on that day. The oral preparation day shall not count as a day off described in this Section. If the Company holds an oral preparation class that is not mandatory, it will not be deemed to have interfered with a Pilot's days off.

**Example 1:** A Pilot has attended Ground Training for 5 days from Monday to Friday, and completed Ground Training on Friday. This day must be followed by 2 consecutive days off pursuant to paragraph A.3.b.iii., above. The oral is scheduled after the days off. The Company may schedule the oral on Monday, or, if the Company elects to hold a mandatory oral preparation class, it cannot be scheduled before Monday. The soonest the oral could be scheduled would be Tuesday.

**Example 2:** A Pilot was off on Saturday and Sunday. A Pilot has attended Ground Training from Monday to Wednesday and completes the Ground Training on Wednesday. The Company may schedule a mandatory oral preparation class on Thursday or schedule Thursday as a day off. The soonest the oral could be scheduled would be Friday.

**Example 3:** A Pilot was off on Sunday. A Pilot has attended simulator training on Monday to Wednesday. The Company may schedule a mandatory oral preparation class on Thursday or schedule Thursday as a day off. The soonest the oral could be scheduled would be Friday.

d. Simulator Training

- i. A Pilot will receive two (2) consecutive days off immediately prior to commencing simulator training, unless the Pilot notifies the Company that he wishes to waive this provision.
- ii. Should a Pilot's training partner encounter difficulties or deficiencies that might delay training, the Company will use its best efforts to substitute experienced partners to conclude training on schedule.

e. Operating Experience (OE)

- i. OE will be assigned to Pilots by Category within a class, on a seniority basis, provided those Pilots are available for their first assignment on the same date.
- ii. A Pilot, other than a new hire Pilot, will receive two (2) Days Off in his Domicile immediately prior to commencing OE, unless the Pilot notifies the Company that he wishes to waive this provision. This paragraph shall not be construed to require the Company to provide additional Days Off if a Pilot has received at least two (2) Days Off in his Domicile prior to LOFT/Checkride, but following his Checkride, or if the Pilot has received at least two (2) Days Off in his Domicile following an unsatisfactory Checkride. (LOA 16.C.1.)
- iii. A new hire Pilot will receive five (5) consecutive Days Off immediately prior to commencing OE, unless the Pilot requests a lesser number of Days Off or notifies the Company that he wishes to waive this provision. (LOA 16.C.2.)
- iv. A Pilot assigned to receive OE will not be scheduled or rescheduled for a Trip that exceeds five (5) days of OE flying. However, the Trip may be scheduled to include six (6) Days, provided that the first and/or last day of the Trip consists exclusively of a deadhead assignment (and contains no flying or other Duty). (LOA 95)

f. Cancellation or Postponement of Training

- i. If training is postponed or canceled after the Final Line Award, the affected Pilot will be handled in accordance with the following provisions:
- ii. A Pilot will be returned to the schedule he would have had if the training not been integrated into his schedule, if possible. If the Pilot's original Trips have been built into another line, the Pilot may be reassigned to



other flying on the days he would have worked had the training not been integrated into his schedule. If there is no flying to be assigned, the Pilot may be placed on Long Call Available.

- iii. A Pilot whose Long Term Training event is canceled or postponed and who has not been awarded a schedule will be scheduled for four (4) days of work and three (3) days off in any seven (7) day period. The Days Off shall be consecutive. Shorter periods will be prorated. A Pilot will be advised of his schedule when the training is delayed or canceled. If there is no flying to be assigned, the Pilot may be placed on Long Call Available in accordance with Section 25.H.6.
- g. Flying While in Long Term Training
  - i. A Pilot in training will not be required to perform any flight duty (other than flight training) after the "Systems" portion of Ground Training has commenced. Prior to the commencement of "Systems," a Pilot in training will only be required to perform flight duty to prevent the cancellation of a flight.
  - ii. A Pilot who enters Upgrade/Downgrade Training and who is scheduled for time off between Ground Training and flight training may elect to pick up Trips or reserve periods during such time off, provided that the Pilot is upgrading/downgrading in the aircraft he was flying immediately prior to entering training. In addition, any Pilot who is scheduled for time off prior to commencing the "Systems" portion of Ground Training may elect to pick up Trips during such time off. Any flying that the Pilot adds will be credited over and above the monthly guarantee and will be paid at the premium rate.
- h. When a Pilot is scheduled for two (2) or more consecutive days off during Long Term Training pursuant to this Section 11.A.3., the Pilot will have the option of using positive space travel to and from his Domicile or remaining at the hotel, at Company expense.
- i. The Company will make reasonable efforts to provide all written training materials, including checklists, to a Pilot scheduled for Long Term Training, other than new hires, at least seven (7) days prior to the commencement of training and at least fourteen (14) days prior to the commencement of training when the class begins more than thirty (30) days following the Award. Such materials will be made available at the Pilot's respective Domicile. (LOA 33.F.3.)

B. Training Progression

1. Pilot Training Review Board ("PTRB")

- a. The Association and the Company will establish a PTRB. The Board will be comprised of four (4) Pilots; two (2) Pilots appointed by the Association and two (2) Pilots appointed by the Company.
- b. No decisions made by the PTRB in accordance with this paragraph B. shall limit the rights of a Pilot under Section 19 of this Agreement.

2. PTRB Duties and Responsibilities

- a. When a Pilot has an unsuccessful validation or checking event, or when a Pilot fails to receive a sign off or recommendation in training, the PTRB will review the documentation, review the Pilot's training and performance history, and interview the Pilot to get his assessment of the situation. By unanimous decision from the PTRB, they will then dictate the specific training the Pilot will receive prior to his second attempt to qualify or to continue training. In the case of the first failure of a Pilot only, at least two (2) members of the PTRB, at least one (1) of which must be an Association representative of the PTRB, will convene within twenty four (24) hours by teleconference, and the cost for flight pay loss for the Association PTRB members shall be fully borne by the Association. (LOA 33.F.4.)
- b. If a Pilot fails to successfully complete a second attempt at a validation or checking event or fails to receive a sign off or recommendation following completion of PTRB-recommended training and an Assessment Ride, the Pilot shall return to the PTRB. The PTRB will review the second failure or additional training to ensure it was conducted fairly, consider any other information the Pilot may present, and then by unanimous decision may do any of the following:
  - i. recommend that the Pilot be given additional training and a third check ride (separate from paragraph 6., below); or
  - ii. recommend that the Pilot be Released from Training; or
  - iii. if the Pilot elects not to, or is ineligible to, exercise his right under paragraph 6., below, make a recommendation to the Director of Flight Operations or his designee regarding how the Pilot should be treated.
- c. The PTRB process shall not apply to new hire Pilots.

3. Oral Examination, Written Examination, and Procedures Validation("PV")
  - a. A Pilot who is unsuccessful in completing a written test, oral test, or PV on the first attempt shall, at his option, either:
    - i. be Released from Training, or
    - ii. be referred to the PTRB as provided in paragraph B.2.a., above.
  - b. A Pilot who is unsuccessful on a second attempt to complete a written test, oral test, or PV shall be referred to the PTRB as provided in paragraph B.2.b., above, then at his option either:
    - i. accept the PTRB recommendation, or
    - ii. be Released from Training, or
    - iii. exercise his rights set forth in paragraph B.6.b., below.
4. Short Term Training
  - a. A Pilot who fails a Checkride or Line Check on the first attempt shall be referred to the PTRB as provided in paragraph B.2.a., above.
  - b. A Pilot who fails to receive a sign-off after additional flight training dictated by the PTRB and an Assessment Ride, or who fails a second Checkride or Line Check, shall be referred to the PTRB as provided in paragraph B.2.b., above, then at his option either:
    - i. accept the PTRB recommendation, or
    - ii. exercise his rights set forth in paragraph B.6.c., below, or
    - iii. If the Pilot is a Captain, he may be given a First Officer Checkride or MV and LOE, as applicable. Prior to taking this check, the Pilot will be provided training as provided by the PTRB. If he successfully completes this check, he will be assigned to a First Officer position (at the applicable First Officer Pay rate) in the same Domicile in which he held the Captain's position for a period of twelve (12) months. Following the 12-month period, the Pilot may be awarded a Captain position. (The Pilot may bid to change Domiciles as a First Officer during this period). When the Pilot is awarded a new Position, he will be treated as a regular candidate.

- c. A Pilot who is not successful in completing RFT will be given either additional RFT or a Checkride. This Checkride will be considered to be the initial Checkride pursuant to paragraph B.4.a., above.
- 5. Long Term Flight Training
  - a. AQP Long Term Training will consist of two checks (MV and LOE). Traditional Long Term Training will consist of one check/type ride.
  - b. A Pilot in Long Term Training will receive no fewer than the average number of Initial Flight Training Sessions utilized for other Pilots training for the same Category over the previous twelve (12) months, unless he receives a sign-off prior to completing that number of sessions. The “average number of Initial Flight Training Sessions” shall mean the number of Initial Flight Training Sessions utilized prior to the completion of the first Checkride/IQMV/IQLOE. If the Company acquires a new equipment type, the Company will determine the number of Flight Training Sessions, but the average number shall be set after six (6) months of experience.
  - c. If the Pilot does not receive a sign-off after receiving the average number of Initial Flight Training Sessions described in paragraph B.5.b., above, he will be provided with up to two (2) Flight Training Sessions, as needed. However, prior to an Assessment Ride, the Pilot must have received the two (2) Flight Training Sessions. The Flight Training Session(s) may occur at any time during the scheduled program.
    - i. If the Pilot does not receive a recommendation for a Checkride following these Flight Training Sessions and an Assessment Ride, this will be deemed to be equivalent to a first failed Checkride for the purpose of this provision. The Pilot will be referred to the PTRB as provided in paragraph B.2.a., above, and may accept the PTRB recommendation or be Released from Training.
    - ii. If the Pilot does not receive a sign-off after receiving additional retraining recommended by the PTRB and an Assessment Ride, this will be deemed to be equivalent to a second failed Checkride for the purpose of this provision. The Pilot shall be referred to the PTRB as provided in paragraph B.2.b., above, then at his option either:
      - (a) accept the PTRB recommendation, or
      - (b) be Released from Training, or

- (c) if the training is not for a Captain position, exercise his rights set forth in paragraph B.6.d., below.
  - d. A Pilot who does receive a sign-off after receiving the average number of Initial Flight Training Sessions described in paragraph B.5.b., above, or the additional Flight Training Sessions and/or Assessment Ride described in paragraph B.5.c., above, but then fails the first Checkride shall be referred to the PTRB as provided in paragraph B.2.a., above. The Pilot may accept the PTRB recommendation, or be Released from Training.
  - e. If a Pilot who failed the first Checkride does not receive a sign-off after receiving additional retraining recommended by the PTRB and an Assessment Ride, the Pilot shall be referred to the PTRB as provided in paragraph B.2.b., above, then at his option:
    - i. accept the PTRB recommendation, or
    - ii. be Released from Training, or
    - iii. if the training is not for a Captain position, exercise his rights set forth in paragraph B.6.e., below.
  - f. A Pilot who, after failing the first Checkride, receives a sign-off after receiving additional retraining recommended by the PTRB and/or an Assessment Ride will take a second Checkride. If the Pilot fails the second Checkride, he shall be referred to the PTRB as provided in paragraph B.2.b., above, then at his option either:
    - i. accept with the PTRB recommendation, or
    - ii. be Released from Training, or
    - iii. if the training is not for a Captain position, exercise his rights set forth in paragraph B.6.e., below.
6. Option for Additional Training or Checking
- a. General
    - i. A Pilot may elect to utilize a third opportunity to successfully complete a Checkride/training event as described in paragraph B.6.b. through B.6.e., below. A Pilot may utilize a third opportunity only once during any Program. However a Pilot who is given a third opportunity by the PTRB will not be considered to have used his option for a third opportunity. For

the purposes of paragraph B.6, “Program” shall refer to all of the training and checking events that occur between the start of the specific STT or LTT and the final qualification or requalification event of that STT or LTT. For example, a STT recurrent qualification Program under AQP includes a written exam, MV, and LOE. Non-AQP recurrent qualification may include a written exam, oral exam, and PC or RPT (RFT or LOFT).

**Example 1:** A Pilot in First Officer Short Term Training who utilizes a third opportunity to successfully complete a written examination would have only two opportunities to successfully complete an oral examination, PV, MV, or LOE that is part of the same Program. If the Pilot successfully completed the written test without utilizing the third option, the Pilot would have the ability to utilize the third opportunity to successfully complete an oral examination, PV, MV, LOE or equivalent that is part of the same Program.

**Example 2:** A Pilot in First Officer AQP Long Term Training who utilizes a third opportunity to successfully complete MV would then only have two opportunities to successfully complete LOE that is part of the same Program. If the Pilot successfully completed MV and all other training events in that Program without utilizing the third option, the Pilot would have the ability to utilize the third opportunity to successfully complete LOE in that Program.

- ii. After utilizing the third opportunity, the Pilot will only have two opportunities to successfully complete flight training/checking or Checkrides in subsequent STT/LTT Programs until the Pilot succeeds in passing three (3) consecutive STT/LTT Programs without any intervening failures. Once that occurs, the Pilot will again be afforded the option of the third opportunity.
- b. A Pilot who fails to successfully complete a second written test, oral test, or PV referred to in paragraph B.3.b., above, shall have the right to opt for a third written test, oral test, or PV. If the Pilot fails to successfully complete that test, he shall be handled at the Company's discretion.
- c. A Pilot who fails to receive sign-off after receiving additional flight training referred to in paragraph B.4.b., above, or who fails a second Checkride as referred to in that paragraph, shall have the right to opt for the PTRB recommended training. If the Pilot fails to receive sign-off after the additional

flight training, he shall be handled at the Company's discretion.

- d. A Pilot who fails to receive a sign-off for a first Checkride as referred to in paragraph B.5.c.ii., above, shall have the right to opt for the PTRB recommended training. If the Pilot fails to obtain a sign-off following additional training, he shall be handled at the Company's discretion.
- e. A Pilot who fails to receive a sign-off for a second Checkride as referred to in paragraph B.5.e., above, or who fails a second Checkride as referred to in paragraph B.5.f., above, shall have the right to opt for the PTRB recommended training or a third Checkride, as applicable. If the Pilot fails to obtain a sign-off following the PTRB recommended training sessions, or fails a third Checkride, he shall be handled at the Company's discretion.

C. Freeze Following a Failure (LOA 100)

A Pilot who fails to successfully complete Long Term Training and who returns to his prior position may not be awarded a voluntary bid for a new Category with a class date sooner than six (6) months from the date he requalified in his prior position. A Pilot who fails to successfully complete a second or subsequent Long Term Training event for qualification in the same Category may not be awarded a voluntary bid for a new Category with a class date sooner than twelve (12) months from the date he requalified in his prior position.

**Example:** A Pilot is unsuccessful in upgrading to CRJ-900 Captain. He attempts to upgrade again 6 months later, and is not successful. The Pilot must wait 12 months before again attempting the CRJ-900 upgrade.

D. Additional Provisions for a Pilot in Training Due to a Displacement

- 1. A Captain or First Officer Displaced to another Position who fails to qualify in the new position will be entitled to select one (1) of the following options prior to any job jeopardy event:
  - a. Return to his former Category, provided the aircraft is anticipated to remain on the property for at least sixty (60) days, and provided the Pilot has sufficient seniority to hold such Position, or
  - b. If the Pilot being Displaced is training for a First Officer position, he will be afforded additional training as provided by the PTRB, and given the opportunity to take a third Checkride.
- 2. If the Pilot being Displaced is training for a Captain position, he will be afforded two (2) Flight Training Sessions to qualify him as a First Officer, and given a First Officer Checkride(s) in the aircraft to which he has been Displaced. A Pilot who

successfully completes the First Officer Checkride shall remain as a First Officer in that Category for a period of six (6) months, but may be awarded any Vacancy which opens thereafter. (The Pilot may bid to change Domiciles as a First Officer during this period.) When the Pilot is awarded a new Position, he will be handled in accordance with Section 24. (LOA 100)

E. Scheduling of Checking and Retraining

1. A Pilot who fails to successfully complete Long Term Training or Short Term Training and who is entitled to a Flight Training Session(s) will be scheduled to complete the retraining and Checkride within thirty (30) days of the failed Checkride or Assessment Ride as applicable. The retraining and recheck will occur within a fourteen (14) day period. If the retraining and recheck do not occur within fourteen (14) days, a Flight Training Session will be provided.
2. Unless the Pilot agrees to a shorter period, a Pilot failing any required Checkride will not be scheduled for a recheck within seventy-two (72) hours of the previous Checkride. At the Pilot's request, a recheck will be conducted with a different Check Airman selected by the Company.
3. Initial, Transition, Upgrade, and Downgrade Checkrides normally will be accomplished within seven (7) days of the completion of flight training. If not completed within seven (7) days, upon request by the Pilot, a Flight Training Session will be provided.

F. Withdrawals from Training

1. A Pilot may withdraw from training at anytime.
2. A Pilot who withdraws from training with a compelling reason for withdrawing after he has begun training shall be permitted to withdraw without being subject to any freeze.
3. A Pilot who withdraws from training without a compelling reason after he has begun training shall be ineligible for a Position award in another Status or equipment type for 12 months from the date of withdrawal.

G. Notification of Failures to Association Training Committee

The Company will notify the Association Training Committee Chairman, or his designee, of all training failures within twenty-four (24) hours of the failure. The notice will be effectuated by contacting the Chairman, or his designee, on the cell phone provided to the Training Department. Leaving a voice mail message on the appropriate cell phone will constitute notice, provided the message is immediately followed by an electronic mail



message to the same individual. Both messages will include the name of the Pilot and a contact phone number for that Pilot.

H. Instructor Changes

The Director of Flight Operations, or his designee, will grant a Pilot's request to change instructors where there is a reasonable basis for the request.

I. Timely Scheduling of Training Events

A Pilot will not be downgraded or lose any pay because of the Company's failure to schedule or administer a potentially dequalifying training or checking event on time, provided the Pilot has made himself reasonably available.

J. Flight Simulator

1. The following provisions of sub-section 11.J. apply to Company- and/or FAA-required training in an FAA-approved Advanced Training Device (ATD) or flight simulator. The term "flight simulator" will mean all of the aforementioned devices. A cockpit procedures training device (CPT/FTD) shall not be considered a flight simulator.

2. Warm-Up

A Pilot who takes a Checkride in the flight simulator will execute a multi-engine take-off at the beginning of the session, unless an FAA inspector specifically requires other maneuvers.

3. Videotape

If a videotape is made of any flight simulator session, the videotape will be erased after the debrief, and will not be used for any other purpose.

4. PM in the Simulator

During Checkrides (including recurrent flight training) in a flight simulator or aircraft, the PM shall be a qualified Pilot, Check Airman, or instructor on the Pilots' Seniority List, or a seniority list Pilot who has received a sign-off for a Checkride.

5. As a normal practice, each flight station that is required to be manned (excluding PM) during flight simulator Checkrides shall be manned by a qualified Pilot, Check Airman, or instructor familiar with the Company's operations and employed by the Company.

K. Video, Computer, or Other Training

1. Assignment of Training While on Duty

- a. The Company may schedule video, computer or other training on a duty day. Such training will be conducted in a facility which, while training is being conducted, is exclusively devoted to training. Crew lounges will not be utilized for this purpose.
- b. A Pilot will be paid for such training the greater of either one (1) hour or fifty percent (50%) of the FAA credit hours. If no FAA credit hours exist, the Pilot will be paid the greater of either one (1) hour or fifty percent (50%) of the time required to complete the training as determined by the PTRB. This credit shall be paid in addition to a Pilot's monthly guarantee.
- c. If a Pilot is removed from flying through no fault of his own to receive training under paragraph K.1.a., the Pilot will receive Pay Credit in accordance with Section 3.N.

2. Assignment of Home Study Training

- a. The Company may assign FAA-approved or Company-required Home Study training to a Pilot. If the Company wishes to implement a program that requires a Pilot to engage in Home Study Training that exceeds 5.7 hours in a Month, the parties will meet and agree to the terms prior to implementation. (LOA 65.A.)
- b. Except as provided in Section K.2.d.ii.(d), below, the Company will assign only Home Study pertinent to the crewmember's duties and responsibilities as an airline Pilot. (LOA 65.A.)
- c. Recurrent and Continuing Qualification (CQ) Home Study Training (LOA 65.A.)
  - i. If Recurrent and/or CQ Home Study training is assigned, it will be in accordance with subparagraphs (a), (b), or (c), below: (LOA65.A.)
    - (a) Annually Assigned Home Study Program (LOA 65.A.)
      - (i) Except for a Pilot returning from leave, a Pilot will normally be permitted the period from the 1st of the month prior to the Base Month through the 25th of the Grace Month to complete Home Study associated with Recurrent Training. (LOA65.A.)

- (ii) A Pilot who has not completed the recurrent Home Study by the 25th of the Grace Month will be removed from flying status on the first day of the following month without pay, including any carry-out legs on the last day of the Grace Month, and will be considered unqualified. This removal does not constitute disciplinary action. (LOA 65.A.)
  - (iii) For each additional day the training has not been completed, the Pilot will continue to be removed an additional day. (LOA 65.A.)
- (b) Quarterly Assigned Home Study Program (AQP) (LOA 65.A.)
  - (i) Except for a Pilot returning from leave, a Pilot will be permitted the period from the 1st of the month of the quarterly assignment month through the last day of the month following the quarterly assignment month to complete Home Study associated with Recurrent Training. The Company will notify each Pilot of a quarterly assignment via Company email. (LOA 65.A.)

**Example:** A Pilot is assigned quarterly Home Study to commence on October 1st. He will be permitted from October 1st to November 30th to complete the Home Study assignment. (LOA 65.A.)
  - (ii) Quarterly assigned Home Study shall not exceed an annual limit of 17.2 hours. In addition, no more than 4.3 hours of Home Study shall be assigned per quarter. (LOA 65.A.)
- (c) Transition from Annually Assigned Home Study to Quarterly Assigned Home Study (LOA 65.A.)
  - (i) During the year in which a Pilot transitions from annually assigned Home Study training to quarterly assigned Home Study training, that Pilot may exceed the annual limit of 17.2 hours to the extent necessary to accomplish the transition. In no case will that Pilot exceed 30.1 hours of combined annually assigned and quarterly assigned Home Study in that year. (LOA 65.A.)
  - (ii) If a Pilot is required to complete more than 4.3 hours of Home Study training in a quarter, that Pilot will be permitted the period from the 1st of the month prior to the Base Month

through the 25th of the Grace Month to complete Home Study associated with Recurrent Training. (LOA 65.A.)

- ii. A Pilot will be paid the greater of either one (1) hour or fifty percent (50%) of the FAA credit hours. If no FAA credit hours exist, the Pilot will be paid the greater of either one (1) hour or fifty percent (50%) of the time required to complete the training as determined by the PTRB. (LOA 65.A.)
- iii. Recurrent and CQ Home Study credits will be paid in addition to a Pilot's monthly guarantee. (LOA 65.A.)
- iv. A Pilot will not receive credits for remedial Recurrent or CQ Home Study training. (LOA 65.A.)
- v. A Pilot returning from a period of inactive service who is required to complete Recurrent or CQ training will be credited with one day of active service for each 5.7 hours of Home Study required; partial days will be rounded up. Such days of active service will be placed immediately prior to the Qualification Training footprint. (LOA 65.A.)

**Example:** A Pilot is returning to work and has to complete LMS totaling (8) hours. The Pilot's first scheduled day of work is January 15th. The Pilot's official return to work date would be January 13th. (Eight (8) hours divided by 5.7 = 1.4. Therefore, the pilot is credited with two (2) days of active service prior to his first scheduled day of work.) The official return to work date is not meant to prevent the home study from being accomplished on an earlier date (if applicable and available). (LOA 65.A.)

d. Non-Recurrent Home Study Training

i. Long Term Training

- (a) A Pilot in Long Term Training will be paid for Home Study training the greater of either one (1) hour or fifty percent (50%) of the time required to complete the training as determined by the FAA or PTRB.
- (b) A Pilot will be afforded a number of days free from duty to accomplish the training equal to the allocated program hours divided by 5.7 rounded up to the next whole number.

ii. Non-Long Term Training

- (a) The Company will not schedule more than two (2) program hours of Non-Recurrent Non-Long Term Home Study in a Month.
- (b) The Company will not schedule more than twelve (12) program hours of Non-Recurrent Non-Long Term Home Study in a calendar year.
  - (i) Non-Long Term Home Study will be credited at fifty percent (50%) of the FAA/PTRB credit hours. (LOA 33.F.7.)
  - (ii) [Deleted.] (LOA 33.F.8.)
  - (iii) [Deleted.] (LOA 33.F.9.)
- (c) Notwithstanding paragraphs K.2.d.ii.(a) and K.2.d.ii.(b), above, should the Company be required to implement a course by a regulatory agency which exceeds the two (2) program hours per Month or twelve (12) program hours per calendar year, the FAA/PTRB credit hours in excess of the two (2) program hours per Month or twelve (12) program hours per calendar year will be credited at one hundred percent (100%). This credit shall be paid in addition to a Pilot's monthly guarantee.
- (d) Notwithstanding paragraphs K.2.a. through K.2.d.ii.(c), above, the Company may assign professional or personal development Home Study training as a corrective measure to an individual Pilot(s) as the result of an investigation or disciplinary action. A Pilot will be paid the greater of either one (1) hour or fifty percent (50%) of the time required to complete the training, as determined by the PTRB. This credit shall be paid in addition to a Pilot's monthly guarantee.

L. General

- 1. A Pilot shall not be required to pay for any training or the use of any Company equipment or equipment outside the Company that is required for Pilot training.
- 2. A Pilot will not receive training or checking from an instructor who has or will have more than six (6) hours of simulator time in a Duty Period.
- 3. A Pilot will not receive training or checking from an instructor/Check Airman who has fewer than eight (8) days off in a Month.

4. Dual Qualifications (as modified by LOA 84)

The Company will not require a line Pilot to maintain qualifications in more than one Category at one time. Instructors can be dual qualified, with their consent, for the purpose of training and testing, but shall only be utilized in the Position they hold on the line for line flying. The Company shall determine the number of dual qualified FTIs it will have. However, if an instructor is dual qualified and needs proficiency flying in the variant he does not hold, he may only displace a line Pilot, and the displaced line Pilot will be pay protected for any lost Pay Credit, released from duty and will not be obligated to sit time available. In no circumstance will an instructor pick up Open Time in a Position he does not hold.

5. Meal Breaks

A Pilot who is scheduled for more than seven (7) hours of duty will be scheduled for a one (1) hour meal break near the mid-point of the Duty Period.

M. Duty and Rest Provisions – Training and Checking

1. Duty and Rest Provisions – General

- a. The rest and duty limitations set out in Section 12 will apply to the duty and rest periods immediately preceding and immediately following Short and Long Term Training, unless there is a more restrictive provision in this paragraph. A Pilot will receive at least one (1) day off in seven (7) consecutive days.
- b. The following rest and duty provisions apply when the Pilot reports for training, including scheduled deadhead to and from the city in which training is being conducted.
- c. For purposes of this Section 11, “scheduled” will mean all scheduling of training event(s) prior to the commencement of training or training sequence.
- d. A Pilot may waive the following duty and rest provisions on the last day of his training for the purpose of deadheading to his Domicile after a training event.

2. Maximum Duty Period

A Pilot’s actual Duty Period will not exceed fourteen (14) hours.

- a. Short Term Training and Checking (including RFT)
  - i. A Pilot will not be scheduled to be on duty in excess of fourteen (14) hours in any Duty Period.

- ii. If any part of the Pilot's Duty Period falls between midnight and 0600, the Pilot will not be scheduled to be on duty in excess of twelve (12) hours in that Duty Period, except that the maximum Duty Period for a Pilot on OE will be scheduled in accordance with Sections 12 and 25. (LOA 51.G.)

b. Long Term Training and Checking

A Pilot will not be scheduled to be on duty in excess of twelve (12) hours in any Duty Period, with the following restrictions:

- i. If any part of the Pilot's Duty Period falls between midnight and 0600, the Pilot's Duty Period will not be scheduled to exceed ten (10) hours.
- ii. A Pilot's Duty Period will not be scheduled to exceed ten (10) hours during Ground Training unless the Pilot is scheduled for hands on training pursuant to paragraph A.1.a.iv., above.
- iii. The maximum Duty Period for a Pilot on OE will be scheduled in accordance with Sections 12 and 25. (LOA 51.G.)

3. Rest Provisions

A rest period shall be measured from the end of the Ground Training day or the scheduled end of the aircraft/simulator session (including the debrief) until the report time for next Ground Training day or the pre-brief for the next session.

a. Short Term Training and Checking (including RFT)

A Pilot will receive at least ten (10) hours of rest between Duty Periods, except a Pilot who is in training in his Domicile will be scheduled to receive at least twelve (12) hours of rest between Duty Periods. However, if a Pilot in training in his Domicile is partnered with a Pilot in training out of his Domicile, then the Company may schedule the in-Domicile Pilot for ten (10) hours of rest. The Company will make every effort to pair in-Domicile crews together. In any event, a Pilot in training in Domicile will be provided a hotel room at the Company's expense if he actually receives less than twelve (12) hours of rest.

b. Long Term Training and Checking

- i. A Pilot will be scheduled for a minimum of twelve (12) hours of rest between Duty Periods.
- ii. One time during each consecutive sequence of days involving simulator

training, a Pilot can be scheduled for ten (10) hours of rest between Duty Periods. A Pilot may agree to exceed this one time limitation.

- iii. A Pilot will actually receive at least ten (10) hours of rest between Duty Periods. A Pilot who is in training in his Domicile will be offered a hotel room at Company expense if he actually receives less than twelve (12) hours of rest.

N. Instructor Agreement (LOA 33.F.10.)

1. Instructor Assignment

a. Duration of Assignment

- i. The Manager of Flight Operations Training will select FTI and PTI Pilots for an initial assignment of one hundred and eighty (180) calendar days.
- ii. After completion of the one hundred eighty (180) day obligation, the assignment will run indefinitely. An FTI or PTI may terminate the assignment at any time by providing a sixty (60) day notice in writing to the Manager of Flight Operations Training. When an FTI or PTI resigns from the Company, the assignment is terminated without the required sixty (60) days' notice. If the Company intends to downsize the Training Department, it will provide FTIs and PTIs with sixty (60) days' notice that their assignments will be terminated. However, the Company may terminate an individual FTI or PTI assignment without sixty (60) days' notice, but the FTI or PTI will continue to be scheduled and paid as an FTI/PTI until the commencement of a month for which he has been able to bid and be awarded a schedule.
- iii. When an FTI or PTI is awarded and begins training in a different aircraft, the FTI or PTI assignment is terminated. The FTI or PTI may re-apply for an instructor position in the new aircraft if he wants to be considered.

b. Line Flying

An FTI will not bid or be awarded a line of flying.

c. Junior Assignment

An FTI will not be junior assigned to fly a revenue Trip, or portion of a Trip, on a scheduled Day Off. When required, in order to maintain the integrity of the schedule, an FTI may be assigned a revenue Trip, or portion of a Trip, on a scheduled day of work.



d. Permanent Bids

All FTIs must participate in the permanent bid system (in accordance with Section 24). If an FTI intends to bid a vacancy that would require him to attend Long Term Training, he will discuss it with the Manager of Training. If he is awarded the Position, he will attend training unless he and the Manager of Training agree that he will continue as an FTI. If they agree that he will continue as an FTI, the following will occur:

- i. The Position awarded to the FTI will be a “phantom” Position (not supplanting a line flying Position). The Company will indicate that a “phantom” Position has been awarded on the bid award. A notation will be made on both the bid award and the updated seniority lists that indicate the FTI’s phantom Position (if any) and the Position he is qualified to fly in and holds as a result of an award pursuant to Section 24 (“qualified Position”). An FTI’s qualified Position is one for which no Long Term Training event is necessary, however, it will be treated like a phantom Position in that it will not supplant a line flying Position.
- ii. An FTI who holds a phantom Position may participate in the permanent bid system for his qualified Position so long as it does not require Long Term Training. If an FTI who holds a phantom Position desires to bid for another Position that will require Long Term Training, he will recommence the process described in paragraph N.1.d., above. An FTI will have only one (1) qualified Position and one (1) phantom Position.
- iii. If an FTI is returning to line flying and he holds a phantom Position, he will enter the next scheduled training class that includes the Category for which he is training. However, if there is not a scheduled training class, the FTI will be trained as follows:
  - (a) FTIs holding phantom Positions will be sequenced for training by release date, and then by seniority within any group of FTIs released on the same day.
  - (b) An FTI must be placed into training within ninety (90) days, unless there is more than one FTI, by equipment, returning to a phantom Position. In that case, the next FTI must commence class within thirty (30) days of the first FTI, and, if there is a third returning FTI, he must commence class within thirty (30) days of the second FTI, and this schedule will continue until all FTIs released on the same date are trained.
  - (c) While awaiting training for a phantom Position, the FTI will fly in his

qualified Position consistent with paragraph N.1.d.i., above, unless the Manager of Training and the FTI agree that he will continue as an FTI until his class date. An FTI will neither fly in his qualified Position nor continue to work as an FTI beyond the time limits set out in paragraph N.1.d.iii.(b), above.

- iv. An FTI who assumes his phantom Position and/or his qualified Position will not displace a line Pilot and will be added as an extra to such Position. The Company cannot subsequently reduce the number of Positions with the intent to displace an extra Pilot, but may reduce the number of Positions for operational reasons.

e. Qualification

At the Company's discretion, an FTI may be trained and instruct in an aircraft and Category his seniority otherwise could not hold.

f. FTIs who are Dual Qualified (as modified by LOA 84)

- i. A dual qualified FTI will be given a primary aircraft designation based upon the aircraft in which he was qualified as an FTI when he entered the Training Department. An FTI's primary aircraft designation may change by mutual agreement between the FTI and the Director of Training.
- ii. A dual qualified FTI will be awarded a Monthly schedule in accordance with his preferences based upon his primary aircraft designation, which may also include training activities in the FTI's secondary aircraft designation.
- iii. Vacation will be awarded within the FTI's primary aircraft designation.

2. Compensation

a. Base Pay (as modified by LOAs 84 and 91)

An FTI will be paid a base salary of one hundred (100) hours Pay Credit per month. An FTI who is dual qualified will receive an additional five (5) hours of Pay Credit per Month.

b. Hourly Pay Credit (LOA 99)

- i. An FTI's hourly Pay Credit will be calculated at the rates set forth in Section 3, and the FTI's hourly pay rate will be the higher of the following:

- (a) Captain hourly Pay Credit for the aircraft in which the FTI is providing instruction, except that all dual qualified FTIs will be paid at the rate of the highest paying equipment;
- (b) Captain hourly Pay Credit for the aircraft the FTI holds in accordance with N.1.d.i., above (i.e. the FTI's phantom position), regardless of the aircraft in which the FTI is providing instruction. This hourly Pay Credit will become effective when the most senior Pilot in the training class that the FTI was or would have been awarded the phantom position completes training, or twelve (12) weeks from the beginning of the training class date, whichever occurs first.

**Example 1:** An FTI is dual qualified to instruct in the CRJ 200 and CRJ 900. All Pay Credit will accrue at the CRJ 900 rate of pay.

**Example 2:** An FTI instructs in the CRJ 200, but holds a CRJ 900 phantom position. All Pay Credit will accrue at the CRJ 900 rate of pay.

**Example 3:** An FTI instructs in the CRJ 900, but holds a CRJ 200 phantom position. All Pay Credit will accrue at the CRJ 900 rate of pay.

**Example 4:** An FTI instructs in the CRJ 200, is not dual qualified, and holds a CRJ 200 phantom position. All Pay Credit will accrue at the CRJ 200 rate of pay.

- c. Overtime Pay Credit for FTIs, in addition to the base pay as specified in paragraph N.2.a., above, will include voluntary open time flying, voluntary additional training, OE incentive pay and Pay Credit associated with work performed in accordance with paragraph N.3.b., below.
- d. Initial Cadre
  - i. If an FTI is selected to begin training and immediately instruct in a new aircraft (i.e. Initial Cadre) prior to a pay rate being negotiated, the number of hours per month specified in Section 11.N.2.a., above, at his existing rate shall apply. The Manager of Flight Operations Training shall make the FTI's duty assignments, until the completion of IOE.
  - ii. If a pay rate for the new aircraft is higher than the FTI's current pay rate, then that rate will take effect upon successful completion of the FTI's qualification.

e. PTIs – Daily Assignments

A PTI who performs training duties will receive a Pay Credit equal to the greater of the following:

- i. The value of a missed Trip;
- ii. Less than four (4) hours of instructor/flight time (to include deadhead time) three hours and forty-five (3:45) minutes of Pay Credit;
- iii. Four (4) or more hours of instructor/flight time (to include deadhead time) six (6) hours of Pay Credit;
- iv. If a PTI performs a training event on a scheduled Day Off, he will receive Pay Credit consistent with paragraphs N.3.l.i., below.
- v. This provision does not apply to:

A month in which the PTI does not bid a line, IOE, Line Checks, or Observation Rides.

f. FTI/PTI Pay for OE, Line Checks and Observation Flights

An FTI/PTI conducting OE, line checks, or Observation Flights will be paid as follows:

- i. Base hourly rate plus twenty dollars (\$20.00) incentive pay for all aircraft.
- ii. If a PTI is rescheduled to administer OE, a Line Check, or Observation Flight on a day he was scheduled to work (flight or reserve duty), he will receive Pay Credit for the work he was scheduled to perform, or the rescheduled Trip, whichever is greater, plus the applicable incentive pay, as provided in paragraph N.2.f.i., above.

NOTE: Incentive pay only applies to flights actually operated during performance of OE, Line Checks and Observation Flights and is not protected in the event of cancellation.

g. FTI Travel, Hotel, and Per Diem (LOA 63.A.)

i. Travel (LOA 63.A)

- (a) An FTI will be provided positive space travel from his Training Base to and from all training, checking, and flying assignments away from

his Training Base. (LOA 63.A)

- (b) An FTI will be provided, upon request, positive space travel from any Company Domicile to and from his Training Base for any training, checking, and flying assignments away from his Training Base, subject to the applicable codeshare partner continuing to provide positive space travel for instructors. (LOA 63.A)
  - (c) An FTI who does not reside in the Training Base will be provided with positive space travel from his principal place or area of residence to and from all training, checking, and flying assignments that occur on Fly Days, but not to and from voluntarily added flying or Reserve. (LOA 63.A)
- ii. Hotel (LOA 63.A)
- (a) An FTI will be provided with a hotel in accordance with Section 5 for all training conducted away from his Training Base. (LOA 63.A)
  - (b) An FTI who does not reside in the Training Base will be provided with a hotel in accordance with Section 5 for all training, checking, and flying assignments that occur on Fly Days. However, an FTI who voluntarily adds flying or Reserve shall be provided with a hotel in the same manner as other Pilots who are not FTIs. (LOA 63.A)

NOTE from LOA 75:

- The Company will permit an FTI who is eligible for a Company-provided hotel room pursuant to Section 5.A.1. to remain at the hotel in his Training Base, at no cost to the FTI, both before and after a SDO, if the FTI so requests.
- An FTI who is eligible for a Company-provided hotel room pursuant to Section 11.N.2.g.ii. (as amended in LOA 63) may elect to forego the hotel room by notifying the Training Department in writing at least seven (7) days prior to the beginning of the month. The Company will pay the FTI an amount equal to one-half of the actual savings accrued from the FTI's election to forego the hotel room. Such payment shall be included in the first paycheck that falls on the 16th of the month following the month in which the FTI elected this option. The Company will provide the ALPA MEC Chairman, or his designee, with documentation of the actual cost of the

hotel rooms, and such documentation will be updated every three (3) months.

iii. Per Diem (LOA 63.A)

- (a) Per diem for FTIs will be paid at the rates specified in Section 5 for all training, checking, or flying assignments conducted away from the FTIs training base. (LOA 63.A)
- (b) Per diem will be credited to an FTI for all time away from his Training Base in conjunction with training, checking, or flying assignments. (LOA 63.A)

3. Scheduling

a. Days Off

- i. Each monthly schedule for an FTI will include a minimum number of scheduled Days Off in the FTI's Training Base. If an FTI is unavailable for part of a month due to a vacation or leave, his minimum Days Off, as addressed in this paragraph, will be prorated in accordance with Appendix D. The minimum days off will be based on the FTI's highest classification as follows:
  - (a) APD – fourteen (14) Days Off each month.
  - (b) Check Airman – thirteen (13) Days Off each month.
  - (c) Flight and Simulator – twelve (12) Days Off each month.
  - (d) Ground – eleven (11) Days Off each Month.
- ii. An FTI may, at his option, add duty that results in his having no fewer days below his awarded Days Off in a Bid Period than the number specified in Section 12.E. (LOA 41.A.)

b. Reduction in Days Off

An inverse order of seniority system in Classification will be used if an FTI's number of Days Off, in accordance with paragraph N.3.a., above, are reduced to a minimum of eleven (11) calendar Days Off during the scheduled month due to unforeseen training requirements. If an FTI is unavailable for part of a month due to a vacation or leave, his minimum Days Off, as addressed in this paragraph, will be prorated in accordance with the chart designated as

Appendix D, provided:

- i. Days Off below the minimum as specified in paragraph N.3.a., above, are compensated on a one-for-one basis in the following month in addition to the minimum scheduled Days Off. The compensatory days will also increase the reduced minimum days allowed for unforeseen problems.

**Example:** An FTI's (qualified as an APD) number of Days Off for December is reduced to 12 days off (2 compensatory days due) during December due to unforeseen additional training requirements. The FTI's January schedule will have a minimum of 16 scheduled days off, which could be reduced to 14 days during January for unforeseen training requirements.

- ii. An FTI may elect to receive premium pay, as outlined in paragraph N.3.I., below, in lieu of compensatory Days Off in the following month for any day worked below his minimum number of Days Off. An FTI will designate on his monthly pay sheet whether he elects to receive premium pay or a compensatory day.

- c. Extensions

An FTI/PTI may be extended to perform additional duty on a scheduled training work day, provided:

- i. The FTI/PTI is not required to report early on the first day of a sequence of work days,
- ii. The extension does not exceed five (5) total duty hours from the end of the originally scheduled duty period on the last day of a sequence of work days,
- iii. The extension is for the purpose of covering an unplanned ground or simulator training/retraining/ or checking event (to include the oral, pre-brief or post-brief).
- iv. A PTI will not be extended pursuant to this paragraph on a day he is performing line flying.

- d. Schedule Composition

Each monthly schedule for an FTI may include the following:

- i. Simulator instruction
- ii. Aircraft flight instruction
- iii. Initial certification, proficiency checks, and RFT
- iv. Line checks, OE, and Observation Flights
- v. Regular line flying including Fly Days
- vi. Ground instruction, oral exams, and CPT
- vii. Appropriate pre-event and post-event briefings
- viii. Office support work
- ix. Program Development
- x. Periodic Standardization meetings
- xi. Other activities as needed
- e. Fly Days
  - i. An FTI will be scheduled for at least four (4) Fly Days in each calendar quarter. The flying will be in the equipment on which the FTI is current and qualified and will be free of instruction, including line checks and OE. The FTI will fly in the left seat, unless he does not have sufficient seniority to hold Captain in the equipment in which he is instructing, and, in that case, he shall fly in the right seat.
  - ii. The Trips to be used for Fly Days may be designated in advance of the line construction, but will count toward the Section 25.E.2.a.i.(a) and (b) Unassigned Flying limitations. The Trips pulled in advance of the line construction will not exceed six (6) days per calendar quarter per FTI (except those that are rescheduled pursuant to paragraph N.3.e.iii., below).
  - iii. The Company may cancel an FTI's Fly Days if he is the only FTI available to perform a training assignment, but no less than two (2) of the Fly Days must be rescheduled and flown in the same calendar quarter.



f. Rest and Duty, and Consecutive Days of Work

Domestic training activities for FTIs/PTIs (other than OE, line checks, and observation flights), including travel to/from training, will be scheduled as follows:

- i. An FTI/PTI will not be scheduled or rescheduled for more than six (6) consecutive days of work (to include Blank Days). However, if an instructor is paired with the same crew for the duration of the simulator/aircraft portion of a Long Term Training event, he may be assigned the same schedule as the crew he is paired with.

**Example:** If the crew is scheduled for 6 consecutive days of simulator training followed by a single Day Off and then followed by 5 consecutive days of simulator training, the instructor will also have a day free from duty on the seventh day. Any single Days Off scheduled during a Long Term Training event will not be counted towards the FTI's/PTI's minimum Days Off.

ii. Maximum Duty Period

An FTI/PTI's actual duty period will not exceed fifteen (15) hours.

(a) Short Term Training and Checking (including RFT)

An FTI/PTI will not be scheduled to be on duty in excess of twelve (12) hours in any duty period, except that an FTI/PTI may be scheduled to be on duty for up to thirteen (13) hours in any duty period if that duty period includes at least a two (2) hour scheduled break, provided that no part of the duty period falls between 0001 and 0600. In that case, the maximum scheduled duty period will be twelve (12) hours.

(b) Long Term Training and Checking

An FTI/PTI will not be scheduled to be on duty in excess of twelve (12) hours in any duty period, except that if any part of the FTI/PTI's duty period falls between 0001 and 0600, the pilot's duty period will not be scheduled to exceed ten (10) hours.

iii. Rest Provisions

- (a) An FTI/PTI will be scheduled for a minimum of eleven (11) hours of rest between duty periods. The eleven (11) hour period shall be

measured from the end of the ground training day or the scheduled end of the aircraft/simulator session (including the debrief) until the report time for next ground training day or the pre-brief for the next session.

- (b) An FTI/PTI will actually receive at least nine (9) hours of rest between duty periods. An FTI/PTI will be offered a hotel room, at Company expense, if he will actually receive less than ten (10) hours of rest.

iv. Meal Break

An FTI or PTI who is scheduled for more than seven (7) hours of duty will be scheduled for a one (1) hour meal break during the duty period, as near as practical to the mid-point, taking into consideration the preservation of the simulator schedule.

g. International Training

International (excluding North and South America) training activities (other than OE) will be scheduled as follows:

- i. An FTI/PTI who is scheduled for an international deadhead prior to training or checking will receive eighteen (18) hours of actual rest, commencing fifteen (15) minutes after arrival at the city where the simulator is located, prior to conducting a training or testing event.
- ii. The maximum scheduled duty day (other than international deadhead) for an FTI/PTI shall not exceed thirteen (13) hours followed by a minimum eleven (11) hour rest period.
- iii. If a duty period is extended beyond thirteen (13) hours because of an unforeseen delay beyond the control of the Company, then the minimum rest between the next scheduled or rescheduled duty period will be at least ten (10) hours.
- iv. An FTI/PTI will not be scheduled or rescheduled for more than six (6) consecutive days of work (to include Blank Days). However, if an instructor is paired with the same crew for the duration of the simulator /aircraft portion of an initial, upgrade, or transition training event, he may be assigned the same schedule as the crew he is paired with. For example, if the crew is scheduled for six (6) consecutive days of simulator training followed by a single Day Off and then followed by five (5) consecutive days of simulator training, the instructor will also have a

day free from duty on the seventh day. Days off at an international training site will not count towards the PTI's/FTI's minimum Days Off.

v. An FTI/PTI who administers a training or checking event will be given ten (10) hours of actual rest upon completion of the debrief, prior to being scheduled to deadhead back to his principal place or area of residence.

vi. An FTI/PTI will receive at least two (2) Days Off following actual arrival at his principal place or area of residence prior to being scheduled for any other duty.

h. No Single Days Off

FTI/PTI schedules will not contain single Days Off that count towards the minimum Days Off, except for the first and last days of the Bid Period. If an FTI/PTI is scheduled to have either the first or last day of a Bid Period off, then he must also be scheduled off for the adjacent day in the current month or next month as applicable.

**Example:** An FTI/PTI is scheduled to have a single Day Off on July 1. The Company must ensure that the FTI/PTI is also scheduled for a day off on June 30th.

NOTE from LOA 75:

- Notwithstanding the language in Section 11.N.3.h., the parties agree that an FTI may request to be given one (1) or more SDOs in his Training Base, and each such SDO will count as a Day Off toward the contractual minimum Days Off.
- In order to request one (1) or more SDOs, the FTI must state in his Day Off request (DOR) e-mail or by comment in his first DOR listed in TRIM, "I request one (or more, as applicable) SDO(s)." SDOs will be awarded consistent with seniority and the operational need to cover the training schedule. In addition, an FTI may request to have his work days either front-loaded or back-loaded during the bid month, consistent with seniority and operational need, to facilitate the consolidation of the FTI's work days within a certain part of the month.
- Example request for APD in a 30-day month: I request 2 SDOs to consolidate my work days between April 1 and April 17, if possible. I'd prefer to work 6-1-6-1-3. If I can't be awarded that, I request the same sequencing of days of work and days off commencing on April 15.

- Example request for PCP in a 30-day month: I request 1 SDO and to work 6 days on either side of that day off. I request that the rest of my work days be consolidated into one sequence.
- If an FTI requests a particular SDO, and the Company cannot accommodate the request, the FTI will not be awarded a different SDO unless specifically requested by the FTI.

i. OE, Line Checks, and Observation Flights

All OE, line checks, and observation flights will be scheduled in accordance with the duty, rest, and block limitations of Section 12.

j. Blank Days

An FTI's monthly schedule may contain Blank Days, which may be used for unscheduled training events under the following conditions:

- i. An FTI will be required to be contactable between noon and 6:00 p.m. Central Time on the calendar day prior to any scheduled Blank Day to determine whether he has a training assignment. If the FTI is in a rest period during the noon to 6:00 p.m. contact time, he shall contact the Training Scheduling Department prior to the end of the day. If the day before a Blank Day is a Day Off, the FTI will call the Training Scheduling Department between noon and 6:00 p.m. If the Training Scheduling Department does not have a training assignment for the FTI, then the FTI is released from any further obligation for the Blank Day.
- ii. If an FTI is scheduled for multiple consecutive Blank Days, the FTI will be required to be contactable in the same noon to 6:00 p.m. time period on each successive Blank Day(s).

k. Voluntary Open Flying

An FTI may voluntarily bid open flying on scheduled Days Off and be awarded these Trips in accordance with Section 25.G. The FTI shall fly in the left seat, unless he does not have sufficient seniority to hold Captain status in the equipment in which he is instructing, and, in that case, he shall fly in the right seat. The following conditions apply:

- i. Any open flying awarded that brings the FTI's total number of calendar Days Off (considering scheduled and voluntary training or flying and Blank Days) below the minimum number of Days Off as specified in paragraph N.3.a., above, will be paid over and above the FTI's base

salary as specified in paragraph N.2.a., above. Pay for the added voluntary open flying will be pursuant to Section 3.M.2 at the FTI's applicable hourly pay rate as provided in paragraph N.2.b., above.

- ii. An FTI shall not have his total number of Days Off (considering scheduled and voluntary training or flying and Blank Days) reduced below the amount allowed in paragraph N.3.b., above, except that an FTI may add duty that results in his having no fewer days below his awarded Days Off in a Bid Period than the number specified in Section 12.E. (LOA41.B.)

Example: An APD (who normally has 14 Days Off) may pick up voluntary flying that results in him having no less than 10 Days Off. (LOA 41.B.)

- iii. If an FTI is unavailable for part of a month due to a vacation or leave, his minimum Days Off addressed in this paragraph will be prorated in accordance with the chart designated as Appendix D.
- iv. The Company may count any days of flying voluntarily added to an FTI's schedule toward the minimum quarterly Fly Day requirement.
- v. If an FTI has voluntarily added open flying to his schedule and no other FTI is available to cover a training event, the Company may reassign the FTI to cover the open training event. The FTI will be paid the greater of the value of the missed Trip or the training assignment.
- vi. The Company will determine whether to reassign an FTI on a Fly Day or an FTI who has added open flying, when a re-assignment is necessary to cover an open training event.

I. Voluntary Additional Training (LOA 97)

An FTI or PTI who volunteers to conduct training on a scheduled Day Off shall be treated in accordance with the following:

Any voluntary training (including checking) conducted that brings the FTI's total number of calendar Days Off (considering scheduled and voluntary training or flying and Blank Days) below the minimum number of Days Off as specified in paragraph N.3.a., above, will be paid over and above the FTI's base salary as specified in paragraph N.2.a., above. Any voluntary training conducted by a PTI will be paid over and above his guarantee.

- i. An FTI or PTI will be compensated for all training conducted pursuant to paragraph N.3.I.i., above, at one hundred fifty percent (150%) of his applicable hourly pay rate based upon the scheduled duration of the event. The Pay Credit associated with a training event will include

pre-brief and post-brief time. The value of the event will be communicated in writing (email is sufficient) to an FTI who is adding an event during the month.

- ii. The FTI's total number of Days Off (considering scheduled, assigned, and voluntary training or flying and Blank Days) shall not be reduced below the number allowed in paragraph N.3.b., above, except that an FTI may request to add Duty that results in his having fewer Days Off in a Bid Period than specified in paragraph N.3.a., above. The Company may grant the FTI's request based on operational needs. If an FTI is unavailable for part of a Month due to a vacation or leave, his minimum Days Off will be prorated in accordance with the chart designated as Appendix D. (LOA 41.C.)

**Example:** A ground Instructor who normally has 11 Days Off may pick up voluntary training that results in him having 8 Days Off. (LOA 41.C.)

- m. Schedule Preferences (LOA 97)

An FTI may submit schedule preferences by 1700 on the 8th of each month for the next month's schedule to indicate preferences for the following:

- i. Days Off (including whether the FTI wishes to be awarded fewer than the minimum number of Days Off specified in paragraph N.3.a.i., above, as set out in paragraph N.3.r., below);
- ii. Monthly Vacation Days;
- iii. Location for Training Assignments;
- iv. Blank Days;
- v. Stacking in accordance with Section 11.N.3.s., below.

- n. FTI's Schedule Preferences (LOA 71.Q.2.b.)

An FTI's schedule preferences, by classification, will be taken into consideration in the construction of the next month's schedule, to the extent possible, in order to accomplish the required training. FTI preliminary schedules will be awarded no later than 1700 on the 18th of each month. Modifications to accommodate unforeseen changes will be made no later than 1700 on the 22nd of each month. The changes will not impact more than two (2) of the FTIs originally scheduled Days Off. An FTI may bid for Open Time following the receipt of his preliminary schedule. If the FTI's final schedule has been changed to schedule training on one (1) or two (2) of the originally scheduled Days Off, the Open Flying added will be returned to Open Time, and the FTI will perform the scheduled training.

o. PTI Schedules

A PTI will participate in the Monthly Bid process in accordance with Section 25. A PTI's schedule may be adjusted to conduct various training activities, depending on his qualifications, provided the training obligations are scheduled in accordance with Section 25.F.2.b.vi. A PTI's originally scheduled Days Off will not be adjusted without the PTI's consent. Schedule adjustments may include the following:

- i. Simulator instruction
- ii. Aircraft flight instruction
- iii. Initial Certification, Proficiency Checks and RFT
- iv. Line checks, OE, and Observation Flights
- v. Ground instruction, orals, and CPT
- vi. Office support work
- vii. Program Development
- viii. Periodic Standardization Meetings

p. Right Seat

Subject to the exception in Section 25.L.2., an FTI/PTI will not be assigned to a revenue Trip because of his right seat qualification, unless he is administering aircraft training, OE, conducting a check, or an observation.

q. PTI Conversion to FTI on a Monthly Basis

The Company may offer a full month of training duties to a PTI, provided the offer is made prior to the posting of the Monthly Bid Package. If the PTI accepts the offer, he will not bid or be awarded a line. The Company will not convert PTIs to FTIs more than four (4) months in a calendar year. A PTI who instructs for a full month will be treated like an FTI for scheduling and pay purposes.

r. Reduction in Days Off Option (LOA 97)

- i. An FTI who wishes to be awarded fewer Days Off than specified in paragraph N.3.a.i., above, will indicate how many additional days of work he desires when he submits his monthly bid.

- ii. An FTI who bids to be awarded fewer Days Off than specified in paragraph N.3.a.i., above, may be awarded either additional training and/or Blank Days on the additional days of work based on operational need. Each such day will be designated on the FTI's schedule and will have an established value based upon the FTI's classification and in accordance with the grid below. Additional days of work shall be paid at one hundred fifty percent (150%) of the FTI's applicable hourly rate times the established value and above the FTI's base salary as specified in paragraph N.2.a., above.

	30-day	30-day dual qual	31-day	31-day dual qual
APD	6.25	6.56	5.88	6.18
PCP	5.88	6.18	5.56	5.83
Instructor	5.56	5.83	5.26	5.53

s. Training Event Stacking (LOA 97)

- i. An FTI will have the option of requesting to "stack" more than one training event on one or two days of work, and such requests shall be granted, if feasible, in accordance with the FTI's classification and seniority, provided that there is no more than one such day in any series of consecutive work days. In addition, no FTI will be awarded more than two (2) days of stacked events in any Month.
- ii. For each day that an FTI is awarded a stacked event, the FTI will be granted an additional Day Off in that Bid Period, or be paid at the premium rate for the additional event, at the FTI's option.
- iii. Stacked events may be awarded on the preliminary schedules on the 18th of the month, or on the final FTI schedules on the 22nd, or as open training events become available. In the event an FTI is awarded a stacked training event after the FTI schedules have become final, he may elect to receive either an additional Day Off in the following Month or premium pay for the stacked event pursuant to paragraph N.3.l.ii., above, at his option.
- iv. An FTI who elects to stack two (2) events on one day is permitted to waive the duty day limitations as set out in paragraphs N.3.f.ii.(a) and (b), but will not be scheduled to exceed fourteen (14) hours of duty.
- v. Section 11.L.2., which restricts a pilot from receiving training from an FTI who has or will have more than six (6) hours of simulator time in a duty period, will not be applied to days on which an FTI has elected to stack training events.



- vi. An FTI who stacks two events on one day will have a meal break between the two events.
- vii. It is understood and agreed that the stacking provisions will apply only to circumstances in which at least one of the stacked events is a full length SIM or FTD event, and the provisions will not be applied to, for example, two two-hour CRM events.

4. Vacation

- a. An FTI will participate in an annual vacation bid among FTIs only, but the bid process will be in accordance with Section 7.D.
- b. All vacation will be awarded in the Instructor classification within the Training Department by seniority.
- c. An FTI will forfeit any line awarded vacation blocks when he enters the Training Department as an FTI, but he may re-bid them within the Training Department utilizing paragraph N.4.d., below.
- d. An FTI may bid his unused vacation or exchange awarded vacation blocks within the Training Department by submitting a vacation request with his monthly schedule preferences.
- e. An FTI who voluntarily leaves the Training Department will lose his awarded vacation slot(s) subsequent to the date he commences flying in his line and/or phantom position. He may bid to obtain any remaining open slot that does not conflict with any required training, and such vacation will not be carried over to the following year unless he could not hold any of the slots remaining in that year.
- f. An FTI who is involuntarily removed from the Training Department will carry any awarded vacation to his line position, unless the Company determines that this is not feasible. If carrying any or all of the vacation slots is not feasible, the Company may offer the pilot alternative vacation slots, even if such slots have not been posted for bid, provided the slots offered do not include July 4th, Thanksgiving, Christmas, or New Year's Day. If the Company does not offer, or the pilot does not accept any of the proffered slots, then the vacation will be carried over to the following year.
- g. A PTI who has vacation in a month in which he is offered a full-time training assignment will take the vacation as scheduled. However, the Company may withdraw the offer of the full-time training assignment if the pilot has been awarded vacation.

h. Vacation Sale (LOA 97)

The Company may offer vacation buy back pursuant to Sections 7.B.6. and 7.B.7. at a premium rate of pay to be designated by the Company, provided that the same rate shall be applied to all FTIs in the same classification. When offering monthly vacation buy back at a premium rate, the Company will advise FTIs in the affected classifications as far in advance as possible, but no later than the 5th of the month.

5. General

Any provision of the collective bargaining agreement not specifically modified in this paragraph N. shall remain in full force and effect.

6. Training Bases

- a. If the Company intends to designate a location other than Memphis and Minneapolis as a Training Base, the Association and the Company will meet to negotiate the issues arising from the establishment or addition of another Training Base. The parties agree to use the timeline and arbitration process established in Section 26.W. for any unresolved issues.
- b. The Company will designate one (1) Training Base for each FTI with the initial FTI offer. If the Company wishes to change an existing instructor's training base the Company will provide the FTI with at least sixty (60) days' notice of such change. If the FTI does not wish to change his Training Base, he will be released from his FTI obligation at the end of the sixty (60) day notice period, regardless of whether he has served out his initial commitment period (180 days). If an FTI agrees to change Training Bases, he will be afforded moving expenses in accordance with Section 6 of the JCBA, and such move will be considered an involuntary move for the purpose of determining the extent of expense reimbursement. The FTI must comply with all of the requirements set out in Section 6 to retain eligibility for expense reimbursement. If, of his own accord, an FTI wishes to change his Training Base, and if that change is mutually agreed upon by the Company, the move will be coordinated through Training Scheduling, and moving expense reimbursement will not apply.

7. Instructor Positions

The decision whether to create or fill a training instructor position or to use other resources to fulfill training needs, lies in the Company's discretion. The Company retains the discretion to select whomever it believes to be best qualified to serve in the training position. Training positions will be posted for pilots to express an interest.

8. Temporary Duty Assignments (LOA 101)

- a. The Company may offer for bid as many monthly TDY assignments as it deems necessary, and such assignments will be awarded in accordance with the FTI's classification and seniority; provided, however, that no FTI will be assigned to any TDY on an involuntary basis. The Company will provide FTIs with notice of the availability of the TDY assignments at least five (5) days prior to the opening of the monthly bid via Company email.

b. Per Diem

Section 24.F.7. of the JCBA shall be applied to any FTI who is awarded a TDY assignment.

c. Hotel

The parties will mutually agree on the hotel to be used for FTI TDY assignments, with the goal of utilizing a hotel located in the downtown area (or an acceptable equivalent).

d. Travel

An FTI who is awarded a TDY will be treated in accordance with Section 11.N.2.g. for the purpose of traveling to any training assignments, and Section 24.F.7.c. shall not apply.

SUPPLEMENT TO SECTION 11 LETTER OF AGREEMENT ON TRANS-ATLANTIC TRAINING

(Former Mesaba LOA 5; incorporated into JCBA via LOA 8.A.2.)

- A. Section 12.H.1. will not apply to duty periods that consist solely of trans-Atlantic deadhead flights for the purpose of traveling to a training or checking site.
- B. A pilot who is scheduled for a trans-Atlantic deadhead prior to training or checking shall be handled in accordance with the following provision.
1. Any pilot may request to take his oral in the U.S. rather than at the simulator location. The Company will accommodate these requests to the extent possible. Scheduling of the oral should be arranged by contacting the Supervisor of Flight Operations Training Administration.
  2. A pilot will receive twenty-four (24) hours of actual rest, commencing fifteen (15) minutes after arrival at the city where the simulator is located, prior to undergoing a training or testing event.
  3. Where the oral and simulator tests are to be administered without a minimum

intervening rest period, the maximum duty day shall not exceed thirteen (13) hours.

4. Where the oral and simulator tests are to be administered on separate days or outside a thirteen (13) hour duty day, then the minimum rest period between the two events will be at least ten (10) hours.
  5. A pilot who takes a training or checking event will be given ten (10) hours of actual rest upon completion of the debrief, prior to being scheduled to deadhead back to his domicile.
  6. A pilot will receive at least one (1) calendar day off following actual arrival at the pilot's domicile, subject to the following provisions:
    - a. If a flight is delayed and the pilot actually arrives at his domicile on the calendar day following his scheduled return, the pilot must contact Crew Scheduling after return to his domicile to advise them of the delay. If the pilot was scheduled to work on the day following his scheduled day off, that day will be dropped.
    - b. A pilot who chooses to depart the simulator location prior to his scheduled departure will receive at least one (1) calendar day off after his originally scheduled arrival at his domicile.
    - c. A pilot who does not use the return flight scheduled by the Company and who returns to his domicile later than the time he was scheduled to return will not be entitled to one (1) calendar day off subsequent to return to domicile. Such pilot will, however, be scheduled for one (1) calendar day off following his originally scheduled return to domicile.
- C. Any provision of the collective bargaining agreement not specifically modified herein shall remain in full force and effect.

## **HOURS OF SERVICE**

### **A. Pilot Contacts**

1. The Company will maintain a standard method of notifying Pilots if a scheduled departure is appreciably delayed or canceled. Pilots will be notified as far in advance as practical.
2. A Pilot on a rest period or scheduled for a flight departing prior to 0600 will not be contacted between 2200 local and two (2) hours prior to the scheduled or rescheduled flight time.
3. A Pilot on a rest period subsequent to flying a Nighttime Operation will not be contacted between one (1) hour after report off and one (1) hour prior to his next report time.
4. A Pilot on reserve will not be contacted outside his contact period as defined in Section 25.J.1.c.
5. A Pilot who is unable to report for duty will notify Crew Scheduling as far in advance as practical.
6. A Pilot will not be required to keep the Company advised of his whereabouts on Days Off or while on vacation.

### **B. Report On/Off Times**

1. Report time at all locations, including the Pilot's Domicile, will be forty-five (45) minutes before scheduled departure time. Report off at all locations, including the Pilot's Domicile, will be fifteen (15) minutes after block-in. (LOA 71.I)
2. [DELETED] (LOA 71.I)
3. Build-Up Line holders who are not on a reserve assignment and Regular Line holders will not be required to "check out" upon completion of a scheduled or a rescheduled Trip.
4. CrewTrac (or any other similar program utilized as a crew scheduling interface with line Pilots) shall contain a module allowing a Pilot to check in for duty remotely via telephone, internet, or personal wireless device within four (4) hours of his scheduled report time. The Company shall be required to keep such function active so that a Pilot may utilize this form of check in. (LOA 33.G.2.)

C. FAR Changes

1. With the implementation of FAR 117, the parties have agreed to modify relevant provisions of the JCBA, as amended, to incorporate the new FAR's for ease of reference. The parties further agree that if FAR 117 is modified in the future to become less restrictive with respect to maximum Flight Duty Period Hours, maximum Flight hours or minimum rest, the parties will substitute the new rule(s), except that no change or changes will be applied to be less restrictive than any of the provisions of the JCBA, as written, prior to the amendments contained in LOA 51. In addition, no changes will be made to any aspect of Nighttime Operations without the written mutual agreement of the parties. If the parties cannot reach agreement on whether additional amendments must be made in conjunction with the change in the regulation, the parties will meet to negotiate any modifications deemed necessary by ALPA, except Nighttime Operations.
2. If agreement cannot be reached on any additional amendment(s) within 60 days of notice of the FAR change, the parties will utilize the process and timeline for expedited interest arbitration, in accordance with LOA #4 for a final determination of the appropriate contract changes.

**Example:** If any of the cumulative limits change, the Post Construction Limitations would likely require a change. If the parties cannot agree on the change to the Post Construction Limitations, that issue would be decided in interest arbitration.

3. Any waiver proposed pursuant to the Fatigue Risk Management System under FAR 117.7 must be mutually agreed upon in writing by the Association and Company prior to submission to the FAA.

D. General Limitations

1. "Cumulative Limitations Table" means the table below:

	Actual FAR Limitation	Post- Construction Limitation
Flight Hours in any consecutive 365 Day Period	1000	995
Flight Hours in any consecutive 672 Hour Period	100	98
Flight duty period hours in any 672 Hour Period	190	188
Flight Duty Period hours in any 168 Hour Period	60	58

2. A Pilot may not be scheduled or rescheduled for any Flight Time or Flight Duty Period that exceeds the Post-Construction Limitations in the Cumulative Limitations Table. However, if a Pilot is removed from a flight assignment to comply

with the Actual Limitations in the Cumulative Limits Table, he may be reassigned up to the Actual Limitations (without regard to Post-Construction Limitations).

3. Before beginning any Reserve or Flight Duty Period, a Pilot must be given at least thirty (30) consecutive hours free from all Duty within the past one hundred sixty-eight (168) consecutive hours.
4. A Pilot will not be scheduled or rescheduled for less than one (1) Day Off in any seven (7) consecutive day period, unless the Pilot agrees otherwise.

E. Minimum Days Off (LOA 91)

1. A Pilot, with the exception of a Reserve Pilot, will have a minimum of ten (10) Days Off in Domicile in each 28- or 29-day Bid Period. A Pilot will have a minimum of eleven (11) Days Off in Domicile in each 30- or 31-day Bid Period. A Pilot will have a minimum of twelve (12) Days Off in Domicile in each 32-day Bid Period. A Pilot will have a minimum of one hundred thirty-two (132) Days Off in any Bid Year. A Pilot may, at his option, add duty that results in his having fewer Days Off than the minimum stated for a Bid Period.
2. A Reserve Pilot will have a minimum of eleven (11) Days Off in Domicile in each 28- or 29-day Bid Period. A Reserve Pilot will have a minimum of twelve (12) Days Off in Domicile in each 30- or 31-day Bid Period. A Reserve Pilot will have a minimum of thirteen (13) Days Off in Domicile in each 32-day Bid Period. A Reserve Pilot will have a minimum of one hundred forty-four (144) Days Off in any Bid Year. A Reserve Pilot may, at his option, add duty that results in his having fewer Days Off than the minimum stated for a Bid Period.

F. Rest

1. Scheduled Domicile Rest Period

A Pilot at his Domicile will not be scheduled or rescheduled for a Rest Period of less than eleven (11) hours following any Duty Period or any Reserve contact period in which the Pilot reported for duty, except that:

- a. A Pilot will not be scheduled or rescheduled for a Rest Period of less than ten (10) hours following a Reserve contact period in which the Pilot has not reported for duty.
- b. When a Pilot is due for a Rest Period between Nighttime Operations and/or RRL assignments, the Pilot will not be scheduled or rescheduled for a Rest Period of less than ten (10) hours.

**Example 1:** A Pilot's contact period ends at 1700. His last flight assignment ended at 1500, and the Pilot completes the remainder of his contact period without further assignment. The Pilot must be scheduled for a Rest Period of no less than eleven (11) hours of rest.

**Example 2:** On Tuesday, a Reserve Pilot's P2 contact period ends at 2400. He did not perform any assignment on Tuesday, but he was given a flight assignment with a scheduled Report time of 0930 on Wednesday. The Pilot's contact period must be reduced by 30 minutes on Tuesday so that the Pilot receives a ten (10) hour Rest Period before his Report time on Wednesday.

2. Scheduled RON Rest Period

A Pilot will not be scheduled for any Reserve or Flight Duty Period unless the Pilot is given a Rest Period of at least ten (10) consecutive hours immediately before beginning the Reserve or Flight Duty Period measured from the time the Pilot is released from duty.

3. Rest for a Pilot Rescheduled to Overnight in Domicile (LOA 71.G.)

- a. A Pilot, except for a Reserve Pilot, who is scheduled to overnight at an outstation but who is rescheduled to overnight in his Domicile will, at his request, be given hotel accommodations in accordance with Section 5.A.1. at Company expense.
- b. A Reserve Pilot who is scheduled to overnight at an outstation but who is rescheduled to overnight in his Domicile will, at his request, be offered the opportunity to stay, at Company expense, at a hotel in the airport vicinity if the rest period is scheduled for or actually results in less than eleven (11) hours of rest between Duty Periods.

4. Minimum Sleep Opportunity

- a. A Pilot will not be scheduled for any Reserve or Flight Duty Period unless the Pilot is given a Rest Period of at least ten (10) consecutive hours immediately before beginning any Reserve or Flight Duty Period measured from the time the Pilot is released from Duty. The 10-hour Rest Period must provide the Pilot with a minimum of eight (8) uninterrupted hours of Sleep Opportunity.
- b. If a Pilot determines that a Rest Period, as described above, will not provide eight (8) uninterrupted hours of sleep opportunity, the Pilot must notify the



Company. The Pilot cannot report for the assigned Flight Duty Period until he receives a rest period that provides for a minimum of eight (8) uninterrupted hours of sleep opportunity.

**Example 1:** During a Sleep Opportunity, a Pilot is awakened by a noise, such as a fire alarm, construction noise, etc. The determination of whether a sleep interruption not caused by the Company has caused a sleep disruption during the 8-hour rest period can only be made by each individual Pilot. Some Pilots may have no problem returning to sleep, with no requirement to delay the report time, while others may find it difficult to get back to sleep even if the interruption was short. In this instance, each Pilot individually would have to advise the Company of the need to delay the report time.

**Example 2:** A Pilot determines that an 8-hour uninterrupted sleep opportunity can't be achieved for some reason (such as delayed van rides, inability to get a room key, etc.). The Pilot should advise Crew Scheduling as soon as possible of his inability to obtain the required sleep opportunity. Crew Scheduling will adjust the Pilot's next report time.

**Example 3 (Delayed Rest):** A Pilot is scheduled to begin a 10.5 hour Rest Period at 2300 with a 0930 report time the following day. The historical transit time from the hotel to the gate is 20 minutes. The scheduled van for the morning leaves at 0900. The Pilot is actually released into rest at 2345 and gets to the hotel room at 0010. The Pilot's new report time will be at 0945 (2345 + 10 hours rest). The Pilot receives his 8 hours of sleep opportunity between 0010 and 0900 and the Pilot takes the 0900 van.

**Example 4 (Delayed Sleep Opportunity):** The same Pilot as Example 3 above is released into rest at 2345 but due to a combination of van delays, traffic, and a non-functioning room key, the pilot does not get inside his hotel room until 0110. The Pilot notifies Crew Scheduling that he has a 7:50 minute Sleep Opportunity before the scheduled 0900 van. Crew Scheduling adjusts his report time to provide an 8 hour Sleep Opportunity. The pilot takes the 0930 van and the new report time will be 0950 (0930 + 20 minute historical transit time).

#### G. Landing Limitations

Scheduled landings in a Duty Period shall not exceed nine (9). In addition, no Pilot shall

be scheduled to perform nine (9) landings during a Duty Period more than one (1) time during a consecutive span of duty days.

H. On-Duty Limitations

1. Scheduled on Duty (LOA 91)

A Pilot will not be scheduled or rescheduled to be on duty in excess of fourteen (14) hours in any Duty Period, except that a Reserve Pilot will not be scheduled or rescheduled to be on duty in excess of fifteen (15) hours in any Duty Period, subject to Section 25.J.3.

2. Actual on Duty

A Pilot's actual Duty Period may not exceed fifteen (15) hours unless specifically requested by the Pilot and approved by a Flight Manager.

3. Flight Duty Period and Flight Hours

a. "Table A" and "Table B" will mean the FAR tables below:

TABLE A		TABLE B						
MAX. FLIGHT HOURS		MAX. FLIGHT DUTY PERIOD						
Report Time	Flight Hours	NUMBER OF LEGS						
		1	2	3	4	5	6	7-9
0000-0359	8	9	9	9	9	9	9	9
0400-0459	9	10	10	10	10	9	9	9
0500-0559		12	12	12	12	11.5	11	10.5
0600-0659		13	13	12	12	11.5	11	10.5
0700-1159		14	14	13	13	12.5	12	11.5
1200-1259		13	13	13	13	12.5	12	11.5
1300-1659		12	12	12	12	11.5	11	10.5
1700-1959		12	12	11	11	10	9	9
2000-2159	8	12	12	11	11	10	9	9
2200-2259		11	11	10	10	9	9	9
2300-2359		10	10	10	9	9	9	9

b. The time used to determine the applicable Flight Time and Flight Duty Period limitations contained in Table A and B, above, and the time used to determine

midnight and 0400 for CDOs and SDTs, as well as WOCL times in paragraph L., below, are based upon local time at the Domicile from which the Trip originates.

- i. Pilots awarded a voluntary TDY will use the TDY Domicile time.
- ii. Pilots assigned to an involuntary TDY will use Domicile time, except that the Pilot may be transferred to TDY Domicile time if he is given at least a 30-hour Rest Period in the TDY Domicile time zone. If a Pilot is involuntarily assigned to a TDY and transferred to TDY Domicile time, he will remain on TDY Domicile time until he completes a 30-hour Rest Period in his Domicile following the completion of the TDY.

**Example 1:** An MSP Pilot reports for a trip in MSP. On Day 2 of that same trip, the Pilot is scheduled for a 0705 local time report (Eastern Time Zone) in JFK for a 4-leg day. The Pilot would use his MSP domicile time (Central Time Zone), i.e. 0605, for determining his Flight Time and Flight Duty Period limits. The Pilot is limited by the 0600-0659 portion of Table A and B to 9 hours of Flight Time and 12 Flight Duty Period hours.

**Example 2:** A 2-day trip that originates in JFK is in open time and is picked up by an MSP-based Pilot. The Pilot would use JFK Domicile time (Eastern Time Zone) to calculate his Table A and B limits.

**Example 3:** A DTW-based Reserve Pilot is deadheaded to MSP to begin flying. The Pilot would use DTW Domicile time (Eastern Time Zone) to calculate his Table A and B limits.

**Example 4:** An MSP-based Pilot is on an *involuntary* TDY to JFK. The Pilot is deadheaded to JFK and, therefore, until he receives a minimum of 30 hours of rest following his arrival in JFK, he will use MSP Domicile time (Central Time Zone) to calculate his Table A and B limits. By contrast, a Pilot who is on a *voluntary* TDY will use the TDY Domicile time to calculate Table A and Table B limits.

## I. FAR Flight Hour Limitation

The maximum scheduled Flight Hours will be limited by Table A, above, except that if

unforeseen operational circumstances arise after takeoff that are beyond the Company's control, a Pilot may exceed the maximum flight time specified in Table A, above, and the cumulative limits of paragraph 12.D., above, to the extent necessary to safely land the aircraft at the next destination airport or alternate, as appropriate.

J. FAR Flight Duty Period Limitation

The maximum scheduled Flight Duty Period will be limited by Table B, above. The actual Flight Duty Period may exceed Table B, above, under the following circumstances (FAR Extensions):

1. With Pilot approval, if unforeseen operational circumstances arise prior to takeoff:
  - a. For reasons beyond the Company's control, for up to thirty (30) minutes, in accordance with the current FAA interpretation.
  - b. For reasons beyond the Company's control, for more than thirty (30) minutes up to two (2) hours once between each thirty (30) hour Rest Period; or
2. If unforeseen operational circumstances arise after takeoff, a Pilot may exceed the maximum Flight Duty Period and the cumulative limits of paragraph 12.D., above, to the extent necessary to safely land the aircraft at the next destination airport or alternate, as appropriate.

K. Scheduled/Rescheduled

For the purpose of this Section, "scheduled" and "rescheduled" also include adjustments to a Pilot's schedule resulting from month-to-month interface or from marketing changes. Operational delays shall not constitute "scheduled" or "rescheduled" duty.

L. Nighttime Operations

1. Nighttime Operation means a Trip that contains a Duty Period that falls into the following categories:

- a. Continuous Duty Overnights (CDOs)

Continuous Duty Overnight means a Duty Period that starts in one Calendar Day and ends after 0400 on the following Calendar Day and contains either no Rest Opportunity or a Rest Opportunity of less than three (3) hours.

- b. Split Duty Trips (SDTs)

- i. A Split Duty Trip means a Duty Period that starts in one Calendar Day

- and ends after 0400 on the following Calendar Day that contains a protected Rest Opportunity of at least three (3) hours.
- ii. The time the Pilot spends in the hotel is not part of that Pilot's Flight Duty Period if all of the following conditions are met:
    - (a) The time the Pilot spends in the hotel contains a Rest Opportunity of at least three (3) hours that is provided between 22:00 and 05:00 local time; and
    - (b) The Rest Opportunity is prospectively scheduled before the beginning of the Flight Duty Period in which the Rest Opportunity is taken; and
    - (c) The Rest Opportunity that is provided may not be less than the Rest Opportunity that was scheduled; and
    - (d) The Rest Opportunity is not provided until the first leg of the Flight Duty Period has been completed; and
    - (e) Notwithstanding Table B, above, the combined Flight Duty Period and the Rest Opportunity may not exceed fourteen (14) hours.
2. A Nighttime Operation must be approved by the Association Scheduling Committee; or must:
- a. Start and end in the Pilot's Domicile; and
  - b. Include no more than two (2) legs, except that up to 5% of Nighttime Operations by Position may include no more than four (4) legs; and
  - c. Not be scheduled for more than five (5) hours of flight time; and
  - d. Include a scheduled break of no less than five (5) hours between legs following the first leg in a two (2) leg pairing and after the second leg in a four (4) leg pairing; and
  - e. Contain only one Duty Period; and
  - f. Nighttime Operations shall terminate and the Pilot shall be released upon first arrival at the Domicile following the five (5) hour scheduled break. The return route to the Domicile will be by the most direct route practicable.
3. No Nighttime Operation will include Ferry or Deadhead flight(s) for regular

scheduled maintenance during the scheduled five (5) hour break described in paragraph L.2.d., above.

4. Consecutive Nighttime Operation Limitations

Any combination of consecutive Duty Periods that infringe upon the WOCL will be limited to a maximum of three (3). However, a sequence of Trips comprised exclusively of CDOs with a Rest Opportunity of two (2) hours or greater, SDTs, or a combination thereof, will be a maximum of four (4), unless the Pilot voluntarily adds a Nighttime Operation, in which case the maximum will be five (5).

5. Canceled Rest Opportunity

The Company may cancel a scheduled Rest Opportunity during a Nighttime Operation for operational reasons if:

- a. The Rest Opportunity is canceled during the 1st, 2nd, or 3rd consecutive Nighttime Operation; and
- b. The Rest Opportunity is canceled before the Pilot enters the Rest Opportunity; and
- c. The maximum consecutive Nighttime Operations will be limited to three (3).

**Example 1:** A Pilot is scheduled for four consecutive SDTs. The Pilot's departure leg is delayed due to an inbound aircraft. After arriving at the outstation, the crew does not have enough time to complete the minimum Rest Opportunity of 3 hours before the departure time of the return leg. Crew Scheduling informs the Pilot that his Rest Opportunity is canceled in order to maintain the on-time departure of the return leg. The Pilot's maximum Flight Duty Period is now limited to the Table B maximum. In addition, the fourth SDT will be removed from the Pilot's schedule.

**Example 2:** A Pilot is scheduled for four consecutive SDTs. The departing flight on the third consecutive SDT is delayed three hours and thirty minutes. Upon arrival at the outstation the Pilot is notified that his scheduled 3-hour Rest Opportunity has been canceled. In order to maintain the original departure time, Crew Scheduling informs the Pilot he now has a Rest Opportunity of one hour and fifty minutes and is on a CDO. The fourth SDT will be removed from the Pilot's schedule.

6. A pilot will always receive two (2) Days Off before and after a span of two (2) or more consecutive Nighttime Operations, except that:
  - a. A Pilot may waive this provision by adding a Trip through FLICA. (LOA 91)
  - b. As provided in Section 25.J.2.a.v.
7. A single Nighttime Operation or a sequence of work days that ends in a single Nighttime Operation must be followed by at least two (2) Days Off, except:
  - a. A Pilot may waive this provision by adding a Trip through FLICA. (LOA 91)
  - b. As provided in Section 25.J.2.a.v.
8. Disrupted Nighttime Operation

A Pilot who reports for a Nighttime Operation and is given a Rest Period at a location other than his Domicile because he is unable to return to his Domicile within the same Flight Duty Period or who has the assignment canceled in his Domicile will be considered to have a Disrupted Nighttime Operation. A Pilot on a Disrupted Nighttime Operation will be returned to Domicile in the most direct manner possible and will be given a minimum of a ten (10) hour Rest Period. A Disrupted Nighttime Operation will be treated as a Nighttime Operation for the purpose of Section 12.L.

**Example:** A Pilot is scheduled for 4 consecutive DTW-LEX-DTW SDTs. Upon arrival in LEX on SDT 1, the plane unexpectedly requires maintenance that cannot be completed before the Pilot exceeds his maximum FDP. The Pilot is prospectively assigned and enters a 10 hour Rest Period in LEX then operates the LEX-DTW flight back. The Pilot is then given 10 hours of Domicile rest. Instead of delaying the departure of SDT 2, Crew Scheduling removes SDT 2 from the Pilot's schedule. The Pilot operates SDT 3 and 4 as if SDT 1 and SDT 2 had been flown as scheduled.

9. Any Flight Duty Period that infringes upon the WOCL that is not a Nighttime Operation and does not begin between 0400 and 0559 will only be operated with the advance approval of the Association Scheduling Committee.

#### M. Times Used to Construct Flight Schedules

The times used to construct the flight schedules will be reviewed upon request of the ALPA Scheduling Committee. The Company will make available the data used to support the times. A time will be adjusted where it can be demonstrated that the time no

longer conforms with either the overall scheduled average time or the average of the flight segments at the specific time of day.



## LEAVES OF ABSENCE

### A. Military Leave

Military leave will be granted in accordance with applicable law.

### B. Jury Duty Leave

A Pilot who shows his Chief Pilot a summons for jury duty will be granted leave for jury duty. The Pilot will incur no loss of pay, Longevity, or seniority for the period of jury duty, provided he endorses to the Company any check received as compensation for jury duty. Following jury duty, the Pilot will return to his schedule when feasible, or, if not, will be placed on Long Call Available, in accordance with Section 25.H.6., for any days he was scheduled to work. Should jury service extend beyond one (1) Bid Period, the Pilot will bid for the following Month and resume such schedule upon the conclusion of jury duty.

### C. Medical Leave

1. A Pilot certified by a physician as unable to perform the duties to which he is assigned due to sickness, injury, or other medical condition(s), and who has exhausted sick leave compensation benefits (including the Company's Extended Sick Leave Plan), shall be granted a medical leave of absence without pay. However, the Pilot may claim any applicable benefits available under the Long Term Disability Plan (including Loss of License) in effect.
2. The Company may require verification of sickness, injury, or medical condition by a physician at Company expense.
  - a. If the findings of the Company's medical examiner and the Pilot's medical examiner disagree on the Pilot's sickness, injury, or medical condition, the Company will, at the written request of the Pilot, ask the two (2) examiners to agree upon a third, qualified and disinterested medical examiner, preferably a specialist, for the purpose of making further physical examination or test.
  - b. The case shall be settled on the basis of the findings of the said disinterested medical examination. The expense of employing the disinterested medical examiner shall be borne one-half (½) by the Pilot and one-half (½) by the Company. Copies of such medical examiner's report shall be furnished to the Company and to the Pilot.
3. A Pilot may remain on medical leave for no more than a total continuous period of five (5) years, unless extended by the mutual consent of the Company and the Association. A Pilot will retain and accrue Longevity and seniority for the first year of the leave. Subsequent to the first year, a Pilot will retain but not accrue

Longevity, and will continue to accrue seniority for the duration of the leave.

4. A Pilot on medical leave will retain but not accrue vacation or sick days.
5. A Pilot on medical leave will be granted pass privileges for the purpose of obtaining documented medical treatment.
6. A Pilot on medical leave may participate in the permanent bid system as bids arise. A Position awarded to a Pilot on medical leave will be a phantom Position (not supplant a line position). The Company will indicate that a phantom Position has been awarded pursuant to Section 24. A Pilot returning from medical leave will assume his phantom Position. The Company will not displace a line Pilot as a consequence of awarding the phantom Position, and the Pilot returning will be added as an extra to such Position. The Company cannot subsequently reduce the number of Positions with the intent to displace an extra Pilot, but may reduce the number of Positions for operational reasons.
7. When a Pilot becomes medically requalified, he will promptly notify the Director of Flight Operations of his intent to return in writing. The Company will return the Pilot to active pay status by the next Monthly Bid if no training is necessary. If training is necessary, he will be assigned to the next scheduled training class. However, in no case will the Pilot be returned to active pay status later than ninety (90) days after he becomes medically requalified and after he notifies the Director of Flight Operations of his intent to return.

D. Personal Leave

1. A Pilot may be granted a personal leave of absence without pay for up to ninety (90) days. When such leave is granted, the Pilot shall retain but not accrue Longevity, and will continue to accrue seniority for the duration of the leave. However, a Pilot will accrue Longevity through the end of the calendar month in which he commences the leave.
2. A Pilot on a personal leave of absence shall not engage in employment without the approval of the Company. A Pilot on a leave of absence must notify the Company at least thirty (30) days in advance of the expiration of the leave period of his intention to return to active status, request an extension, or resign. When the leave of absence expires, reinstatement will occur as soon as practical.
3. The Company will make every effort to grant a Pilot emergency personal leave upon the request of a Pilot for up to ninety (90) days in the event of a death or severe illness of a family member where the death or severe illness is not otherwise covered by the Family and Medical Leave Act. The terms of an emergency personal leave will be identical to those covered by medical leaves.

#### E. Bereavement Leave

1. In the event of a death in the Pilot's family, he shall be granted leave from all duty with the Company, for up to five (5) consecutive days, depending upon the Pilot's relationship to the deceased. In the event of the death of a Pilot's spouse, child, stepchild, parent, stepparent, brother, sister, mother-in-law, or father-in-law, the Pilot will be entitled to five (5) days of leave. In the event of the death of a Pilot's grandparent, grandchild, brother-in-law, or sister-in-law, the Pilot will be entitled to three (3) days of leave. In each case, the last day of the leave will be the day after the funeral.
2. A Pilot who has at least three (3) months of active service with the Company will be credited for Trips missed, or reserve days missed at four (4) hours for each day upon which the Pilot was scheduled for duty during the leave period. A Pilot will retain and accrue seniority and Longevity while on a Bereavement Leave.
3. Additional time needed or unusual circumstances concerning other than the above-referenced family members will be addressed on a case-by-case basis.
4. All Bereavement Leave requests should initially be directed to the Chief Pilot, followed by contact with Crew Scheduling.

#### F. Association Leave

1. National Office
  - a. If a Pilot is elected to a National office of the Association (President, First Vice President, Vice President-Administration, Vice President-Finance), he shall be granted a leave of absence without pay to carry out the duties of that office. The leave shall not exceed the term(s) of office. The Company shall be notified at least thirty (30) Calendar Days prior to the commencement of and return date from such a leave.
  - b. During a Pilot's term of office, he may obtain flying in the same manner as non- line holders in order to maintain currency as a Pilot.
  - c. A Pilot returning from Association Leave in accordance with this subsection will not be paid by the Company until he is qualified on the aircraft to which he is returning. Retraining costs will be borne by the Company. The Pilot may exercise his seniority rights system-wide to obtain a position.
  - d. A Pilot on Association Leave will retain and continue to accrue seniority and Longevity for the length of the leave; however, he will not accrue sick or vacation days.

2. MEC Chairman Leave

- a. The MEC Chairman will be granted a full-time leave. The leave will begin on the first day of the first full month in office, and end on the last day of his last month in office.
- b. The MEC Chairman will participate in the permanent bid system as bids arise. Any Position awarded to the MEC Chairman will be a phantom Position (not supplanting a line flying Position) and will be awarded by seniority. The Company will indicate that a phantom Position has been awarded on the bid award.
- c. An MEC Chairman who returns to a line flying Position will be assigned to the line flying Position he holds as a phantom Position. However, he cannot displace a line Pilot and will be added as an extra to such Position. The Company cannot subsequently reduce the number of Positions with the intent to displace the extra Pilot, but may reduce the number of Positions for operational reasons.

3. MEC Authorized Leave

- a. MEC leave will include all leave requested by a Pilot to conduct Association business that is authorized by the MEC Chairman, or his designee.

- b. Prior to the Close of Monthly Bid

The MEC Chairman, or his designee, will notify Crew Planning of MEC Authorized Leave requests prior to the close of the Monthly Bid, when able. ALPA Leave days shall be placed on a Pilot's schedule as Planned Activities.

- c. After the Monthly Bid
  - i. When the need for the Association Leave arises after the Monthly Bid, the MEC Chairman, or his designee, will notify the Company as soon as possible of the specific Trip drop requests.
  - ii. A Pilot requesting Association Leave who will hold a Build-Up Line will have the ALPA days placed on his schedule as a Planned Activity when his Line is constructed.
- d. The leave may be denied or canceled when granting the leave will cause a Trip to cancel.
- e. When the Company receives multiple requests for the same period of leave,

and where all the requests cannot be accommodated, priority will be assigned by the MEC Chairman, or his designee, who will contact the Director of Crew Resources for this purpose on the day after the bids close.

4. LEC Leave

One day of LEC Leave per quarter will be granted for the purpose of permitting the LEC representatives to conduct LEC meetings. As soon as possible after the Final Line Award, an LEC representative will contact Crew Scheduling to coordinate a Trip drop which coincides with a Day Off already awarded to another LEC representative. Notification of approval of the Trip drop must be given to the LEC representative at least fourteen (14) days prior to the date requested.

5. ALPA Meeting Leave

- a. In order to facilitate the release of multiple MEC representatives for certain ALPA meetings, the Company will modify the annual vacation grid in accordance with the following provisions, and will award "Meeting Leave" to the appropriate MEC members.
- b. The periods the Company would otherwise allocate to vacation weeks on the annual vacation grid (as described in Section 7.D.2. of the Agreement) will be reduced in the respective Positions of pertinent MEC member(s), on a one-for-one basis, by the number of weeks of availability needed for such MEC members to attend 1) quarterly MEC meetings, 2) the bi-annual Board of Directors meeting, and 3) National leadership training events. The MEC Chairman will provide the Manager of Crew Planning with the dates for these events no later than September 1st of the previous calendar year.
- c. The total number of periods available in a vacation week shall not be reduced by more than fifty percent (50%) by Position.

**Example:** There is one period available for MEM CR9 FO. There is a request for MEM CR9 FO to be reduced. No reduction will occur.

- d. The number of periods to be reinserted shall be allocated by Position as follows: The Company will reallocate at least fifty percent (50%) of the number of periods to be reinserted into the same Position in the same calendar quarter from which they were reduced.

**Example:** If there are a total of 7 periods available for MSP SF-340 Captains for the vacation week #16, which is in the second calendar quarter, and there are 3 MSP SF-340 Captains with meeting leave during vacation week #16, then the Company will reallocate at least 1

period into another vacation week within the second quarter.

- e. An MEC member's meeting leave is only subject to cancellation if vacation in his Position for that period is subject to full or partial cancellation pursuant to Section 7.I. and he is the next most junior person with the period off due to meeting leave or vacation. Section 7.I. cancellation rules do not otherwise apply to Meeting Leave.

**Example 1:** If only MSP SF-340 First Officer vacation is being canceled, all MEC members on meeting leave who are not MSP SF-340 First Officers will not have their meeting leave canceled.

**Example 2:** An MEC Member on meeting leave is an MSP SF-340 Captain. The Company is canceling 2 of only 4 MSP SF-340 Captain vacation weeks. The MEC Member is the most senior of the Pilots with that vacation week. The MEC Member's meeting leave would not be canceled.

6. Pay for Association Leave

a. Full-Time Leave

- i. A Pilot on full-time leave includes the MEC Chairman and any other Pilot who is on MEC-authorized leave for one (1) or more full Bid Periods.
- ii. The amount a Pilot will be paid on full-time Association Leave shall be in accordance with ALPA policy.
- iii. A Pilot on full-time Association Leave who performs duty during the month will be paid for such duty in accordance with the Agreement, and the Pay Credit for such duty will be subtracted from the amount determined in paragraphs F.7.a. and F.7.b., below.

b. Part-Time Leave

- i. ALPA Leave Days as Planned Activities
  - (a) For a period of up to five (5) days, each Day of pre-assigned Association Leave will have a Pay Credit value of five (5) hours.
  - (b) For periods of six (6) days or greater, pre-assigned Association Leave will have a Pay Credit value as determined by Association policy on a pro-rated Month basis, including pro-rated Days Off.

ii. After the Final Line Awards

- (a) For a period up to five (5) days, a Pilot who is removed from duty for part-time Association Leave will receive the Pay Credit for the duty that is dropped. (LOA 42)
- (b) For periods of six (6) days or greater, a Pilot who is removed from duty will receive the greater of the pay credit for the duty that is dropped or the Pay credit value as determined by the Association policy on a pro-rated Month basis.

iii. Full-Time Instructors

FTIs will be paid in accordance with the Instructor LOA.

7. Reimbursement for Flight Pay Loss

- a. The Association will reimburse the Company for the Pay Credits associated with the following ALPA Leaves, at the Pilot's applicable rate.
  - i. Pay Credits for any Full-Time ALPA Leave pursuant to paragraph F.6.a.ii., reduced by any duty performed by the Pilot on full-time leave.
  - ii. Pay Credits for any ALPA Leave added to a Pilot's schedule as a Planned Activity pursuant to paragraph F.6.b.i.
  - iii. Pay Credits for any duty dropped pursuant to paragraph F.6.b.ii.
  - iv. For ALPA Leave added to an FTI's schedule, the Association will reimburse the Company in accordance with the following:
    - (a) An FTI's base Pay Credit (100 hours) will be divided by the total number of days worked in a Month to determine a prorated daily Pay Credit value.  
  
**Example:** An FTI works a total of 16 days in a month.  
 $100 \div 16 = 6.25$ .
    - (b) The Association will reimburse the Company for each ALPA work day at the calculated prorated value.  
  
**Example:** An FTI has a calculated prorated value of 6.25 Pay Credit hours per day. During the Month, five (5) days are added to the FTI's schedule as ALPA work days.

Therefore, the Association will reimburse 31.25 Pay Credit hours at his applicable rate.

- b. If the Company compensates a Pilot at the premium rate for duty dropped for ALPA Leave, then ALPA will reimburse the Company at the premium rate. If a Pilot on full-time ALPA Leave adds duty that would otherwise have been paid at the premium rate, the Pilot will be credited for the hours worked at the premium rate.
- c. In addition to the Pay Credit in paragraphs F.7.a. and F.7.b., above, the Association will reimburse the Company a twenty-five percent (25%) override for fully allocated costs.
- d. For 2013 and 2014, the Association shall not reimburse the Company for the first two hundred fifty thousand dollars (\$250,000) of flight pay loss incurred during those calendar years. Starting in 2015, the Association shall not reimburse the Company for the first one hundred thousand dollars (\$100,000) of flight pay loss incurred during each calendar year. (LOA 33.H.1)
- e. The Company shall, upon request, provide positive space travel to Association representatives traveling to meetings with the Company. (LOA 33.H.2)

8. Vacation and Association Leave

a. Full-Time Leave

A Pilot on full-time Association Leave will participate in the annual vacation bid. If the Pilot is on full-time leave at the time his vacation is scheduled, he will be paid for such vacation, and it will no longer appear as accrued vacation. If the Pilot is no longer on full-time leave status at the time his vacation is due to be taken, he will be entitled to take the vacation in accordance with Section 7.

b. Part-Time Association Leave

A Pilot who is on part-time Association Leave when his vacation is due to be taken will take the vacation as scheduled, unless the parties agree otherwise in writing.

G. Maternity Leave

- 1. A pregnant Pilot who is certified by her physician as unable to fulfill her duties will be granted a medical leave of absence in accordance with paragraph C., above. A



Pilot who ceases to perform flight duties pursuant to this paragraph will be eligible to receive accumulated sick leave and/or disability benefits on the same basis as any other illness or disability.

2. A Pilot who notifies her Chief Pilot not later than twelve (12) weeks from conception that she wishes to take a personal leave that will commence upon the birth of her child shall be granted such leave, which may not exceed three (3) months. The Pilot must specify the length of the leave when she notifies her Chief Pilot.
3. A Pilot who qualifies for FMLA and/or Medical Leave following the birth of the child shall be treated in accordance with those provisions for the applicable time period. The combination of either FMLA and/or Medical Leave with Maternity Leave shall not exceed a total of three (3) months, unless the Pilot continues to qualify for a Medical Leave.

**Example:** A Pilot's doctor verifies that the Pilot is unable to return to work for 1.5 months following the birth of the child. After that, the Pilot is medically able to return to work. The Pilot is still entitled to an additional 1.5 months of Personal Leave, for a total of 3 months.

4. A Pilot may request to extend her Maternity Leave for up to three (3) additional months. Extensions (or early returns from requested leaves) will be granted at the discretion of the Company.

#### H. Family Leave

1. The Company agrees to make the provisions of the Family and Medical Leave Act (FMLA) applicable to all Pilots who have completed their probationary year.

NOTE: The parties agree that a non-probationary Pilot shall be deemed eligible to use FMLA regardless of the number of hours of service the Pilot has accrued in the previous twelve (12) months of service. (LOA 21.A.5.)

2. The Company will not require a Pilot to use paid vacation leave while on FMLA leave.
3. Subject to Company policy and applicable laws, FMLA leaves may run concurrently with other leaves provided for in this Agreement. Where the provisions of the FMLA are more beneficial than the Agreement, a Pilot will be entitled to the more beneficial provisions of the Act; where the provisions of the Act are less beneficial, the Agreement shall apply.
4. A Pilot shall not be permitted to draw from his sick bank while on FMLA to supplement his pay when the FMLA leave is for a reason other than the Pilot's own

serious health condition, unless state law requires otherwise. (LOA 33.H.3.)

I. Time Off Without Pay ("TOWOP")

1. The Company may offer TOWOP, by Position, in increments of one (1) Bid Period. The Company will post available TOWOP with the Early Bid. A Pilot will only be awarded a TOWOP for two (2) consecutive Months. After the second consecutive Month of TOWOP, a Pilot who has served one (1) Month of full time active service may again be awarded a TOWOP in the following Month.
2. A Pilot will bid for TOWOP by completing a TOWOP bid form and submitting it to Crew Planning.
3. The Company will award all monthly Association Leave requests that are submitted for the same Category as the TOWOP being offered, provided such requests are submitted by the close of the Early Bid. The Association Leave request(s) for a certain Category may involve different Pilots who fly in the same Category, provided that the Leave will cover at least fifteen (15) work days (non-overlapping). TOWOP will be granted in accordance with seniority to Pilots in the offered Position(s). TOWOP awards will be posted on the Monthly Bid Package for the Month in which the TOWOP is awarded. A Pilot who is granted TOWOP will be shown as unavailable on the Monthly Bid Package.
4. A Pilot who is granted TOWOP will complete a Trip that is scheduled to continue from the prior Month into the Month of TOWOP, and the Pilot will receive Pay Credit for the value of the Trip.
5. A Pilot who is granted TOWOP in the Month following the Month in which he is required to undergo a proficiency check or Recurrent Training when the proficiency check or Recurrent Training was not administered in that Month will be required to attend/take the proficiency check or training during the TOWOP and will be credited for all travel and training in accordance with the Agreement. The Pilot will be notified of his training on the Monthly Bid Package cover.
6. A Pilot who is granted TOWOP will retain and continue to accrue seniority, Longevity, and all benefits for the duration of the TOWOP.
7. Cancellation of TOWOP
  - a. The Company will cancel TOWOP, by Position, prior to canceling any Pilot vacations in the same Position. The TOWOP must be canceled prior to awarding the Final Line Awards.
  - b. A Pilot who has an awarded TOWOP canceled will be notified of the

cancellation and awarded a schedule in accordance with his PBS preferences.

- c. The Company will reimburse a Pilot whose TOWOP is canceled in accordance with the paragraph above for any non-refundable payments made in reliance on his awarded TOWOP. A Pilot must submit documentation of the payments at the time of cancellation, and the Company will be entitled to attempt recovery of such amounts.
8. A Pilot who has a scheduled vacation during an awarded TOWOP will be paid the value of the scheduled vacation period as if he took the vacation in accordance with Section 7.

J. General

1. Award of New Position

- a. A Pilot who is on a leave of absence (other than Medical Leave pursuant to paragraph C., above, or ALPA National Office Leave pursuant to paragraph F.1., above) and who is awarded a new Position that requires training which is scheduled to occur while the Pilot is on leave, will be contacted by the Company and advised of the new Position award.
- b. If the Pilot has been awarded a higher paying Position, the Pilot may opt to return to attend the scheduled training, or remain on leave. If the Pilot elects to remain on leave, he will remain in his current Position, and the Vacancy will be awarded to the next most senior Pilot.
- c. If the Pilot has been awarded a lower paying Position, the Pilot may opt to return to attend the scheduled training, or remain on leave. If the Pilot elects to remain on leave, at the conclusion of his leave, he will remain on unpaid leave status until such time as the Company holds a training class for the Position the Pilot was awarded. A Pilot whose leave is extended pursuant to this provision will continue to be treated in accordance with the provisions of the leave he was originally awarded with respect to Longevity and seniority.
- d. The Company will contact the Pilot by calling a phone number designated for this purpose at the time the Pilot went on leave. If the Company is unable to reach the Pilot, it will be presumed that the Pilot elects to remain on leave.

2. Furlough While on Leave

- a. If the Pilot immediately senior to a Pilot who is on leave of absence is Furloughed, the Pilot on leave will be converted from leave of absence to

Furlough and all Furlough accrual principles will apply. During the Furlough, the leave duration period will continue to run. A Pilot who is recalled to active duty and returned to leave of absence will have his leave duration uninterrupted.

**Example:** A Pilot on a one year personal leave from January 1st to December 31st who is Furloughed from March 1st to March 31st will have his leave expire on December 31st.

- b. A Pilot on medical leave of absence who is converted to Furlough and who, during the Furlough period both regains his medical fitness and subsequently loses it will, when recalled, be eligible to commence a new medical leave with the full duration period.

## **SICK LEAVE**

- A. A Pilot will accrue sick leave credit at the rate of three and one-half (3.50) hours for each month of active service and increasing to four (4.0) hours for each month of active service effective January 1, 2020. Any accrual under the previous Agreement will carry forward to this Agreement. (LOA 91)
- B. Sick Leave Usage (LOAs 33.I.1. and 91)
1. For the first fourteen (14) days of any absence, a Pilot who is unable to perform his assigned duty due to illness or injury will be credited for the Trip(s) missed and will have the value of the Trip(s) missed deducted from his sick leave credit, if available.
  2. For the first fourteen (14) days of any absence, a Pilot who is unable to perform his assigned duty due to illness or injury on a reserve day will receive four (4) hours of Pay Credit per day and four (4) hours of time will be deducted from his sick leave credit, if available.
  3. After the first fourteen (14) days of any absence, a Pilot shall be entitled, if he so elects, to participate in the Company Extended Sick Leave (ESL) Plan (as provided in Appendix H). A Pilot may use accrued and unused sick leave days to cover the fourteen (14) day waiting period for Extended Sick Leave. At the Pilot's option, accrued sick leave and/or vacation may be used to supplement the Pilot's pay under the Extended Sick Leave Plan, up to the Pilot's Average Monthly Pay. "Average Monthly Pay" shall mean eighty (80) hours.
- C. It is the responsibility of the Pilot absent from work because of sickness or injury to immediately report such absence to Crew Scheduling.
- D. Return to Work
1. A Regular, CDO/SDT, or Build-Up Line Pilot who is able to return to work after his original Trip has been assigned shall coordinate his return to duty with Crew Scheduling.
    - a. If the Trip has been assigned to a reserve, or to a Pilot whose duty day was extended for that purpose, the returning Pilot will be reassigned to the remaining portion of the Trip upon its first return to Domicile, if he so requests. Otherwise, he shall be assigned to reserve for the remaining day(s) of the original Trip.
    - b. If the Trip has been assigned to a junior assigned Pilot pursuant to Section 25.I, or to a Pilot voluntarily picking up the Trip as Open Time pursuant to Section 25.G., then:

- i. If the returning Pilot requests to return during a one (1) day Trip, or on the last day of a multi-day Trip which has already departed the Domicile on that day, the junior available Pilot or volunteer Pilot assigned the Trip will have the option to remain on the Trip until completion.
  - ii. If it is a multi-day Trip and the Pilot requests to return prior to the last day of the Trip, the junior available Pilot or volunteer Pilot assigned the Trip will have the option to remain on the Trip up until its last departure from the Domicile to its RON location on that day, at which point the Pilot will be allowed to return to the Trip.
  - iii. If it is a multi-day Trip and the Pilot requests to return at least twelve (12) hours before the first departure from the Domicile on any day of the Trip, he will be allowed to do so.
  - iv. A Pilot requesting to return to his Trip who is not allowed to do so under the provisions above will be assigned to reserve for the day(s) he is not allowed to return. On partial days, the Pilot may not be assigned reserve, but may be assigned to another Trip which does not conflict with his subsequent scheduled duty or Days Off.
2. Upon return to work, the Pilot will receive Pay Credit for any duty or reserve in accordance with Section 3. If the total of such credits is less than the value of his originally scheduled Trip, he shall be credited with the difference and have such amount deducted from his sick leave credit, if available.

**Example 1:** 3-DAY TRIP

Day 1 6 hours Block time

Day 2 6 hours Block time

Day 3 6 hours Block time

The Pilot is sick for Day 1. On Day 2 he is healthy. His Trip returns to the Domicile on Day 2 after 2 hours Block has been flown by a reserve. The Pilot picks up his Trip and flies the rest of the schedule. He is paid 8 hours sick leave. (6 hour Day 1 + 2 hour Day 2). If the sick Pilot is replaced by a junior assigned Pilot and the junior assigned Pilot wants to remain on the Trip, the Pilot who was sick will be credited from his sick bank for the remainder of the day, unless the Company assigns the Pilot to another Trip. However, Pilots will not be assigned to reserve duty for partial days.

**Example 2:** Same as Example 1, but the Trip does not return to the Domicile

until its conclusion on Day 3. The Pilot is assigned reserve then is assigned Trips on Day 2 that totals 3 hours. He receives 4 hours of Pay Credit (due to the minimum day) and 2 hours sick leave for Day 2.

**Example 3:** Same as Example 2, but on Day 2 the Pilot is assigned reserve and does not fly. He is paid 3.86 hours for his reserve duty and 2.14 hours sick leave for Day 2.

- E. Regular Days Off preceding, during, and immediately following an absence will not be counted when determining the number of days of sick leave allowance to be deducted. Sick leave will not overlap on paid vacation days.
  - 1. If a Pilot becomes ill or injured while on vacation and such illness or injury requires hospitalization or surgery, the Pilot may postpone any full weeks remaining in his vacation period and elect to receive sick leave/ESL for the remainder of the vacation period instead. Such Pilot may select from the remaining open vacation periods to reschedule the postponed vacation. The vacation may not be deferred until the following year unless there are no open vacation periods remaining in the year in which the postponed vacation occurs.
  - 2. If a Pilot is on sick leave or ESL at the time his vacation is due to be taken, the vacation period will be rescheduled upon a written request of the Pilot. Such Pilot may select from the remaining open vacation periods to reschedule the postponed vacation. The vacation may not be deferred until the following year unless there are no open vacation periods remaining in the year in which the postponed vacation occurs.
    - a. If the vacation is postponed on a CDO/SDT Line and the Pilot wishes to return from sick leave prior to the end of the vacation period, the Pilot will be eligible to bid Open Flying and/or placed on P3 reserve on previously scheduled work days until the termination of the originally scheduled vacation period.
    - b. If the vacation is postponed on a Regular, Reserve, or Build-Up Line and a Pilot wishes to return from sick leave prior to the end of the vacation period, the Pilot will be eligible to bid Open Flying and/or placed on reserve on no more than one-half ( $\frac{1}{2}$ ) of the remaining scheduled vacation days, rounded up to a full day.
- F. A Pilot on Furlough or on leave of absence will retain but not accrue sick leave.
- G. A member of Flight Operations management may require a Pilot who is absent due to illness or injury to furnish the Company with his physician's certificate describing the

sickness or injury where there is a reasonable basis to question the Pilot's use of a sick day. The Company will pay the cost of the visit including any diagnostic tests (or portion thereof not covered by insurance), not to exceed one hundred fifty dollars (\$150.00).

- H. A Pilot may designate Open Time flown as sick leave flyback credit to replenish his sick leave account up to the amount accrued prior to sick leave taken.



**PHYSICAL STANDARDS, EXAMINATIONS, AND TESTING**

- A. The physical standards required of a Pilot shall be those established by the Federal Aviation Administration, including its waiver policy for the class of medical examination. A Pilot may select a medical examiner of his choice to meet FAA requirements and shall notify the Company of the result of any examination. The cost of such physical examination will be paid by the Pilot.
- B. Delivery of Certificates
  - 1. A Pilot must submit a copy of his Medical Certificate to the Chief Pilot, or his designee, in his Domicile on or before the start of business on the 26th of the month before the month in which the Medical Certificate is no longer valid for exercising the privileges of the Pilot's status.
  - 2. A Pilot must deliver any certificates and/or documentation required by this Section in person, by Certified Mail Return Receipt Requested, or by a commercial delivery service that provides tracking capabilities. Delivery may also be accomplished through facsimile or electronic means, provided the Pilot receives a written, telephone or electronic confirmation of receipt of such certificates and/or documentation by the receiving party.
- C. The Company may, for the purpose of determining fitness to fly, require a Pilot to submit to a physical examination or medical test in addition to those required by the FAA regulations. The examination may be by a Company-designated medical examiner and the Pilot will, upon request, be furnished with a copy of the medical examiner's report. The cost of each such Company-required examination or test shall be paid by the Company.
- D. The medical records resulting from a physical examination or test will be maintained by the Company's medical examiner and shall be strictly confidential. The Company shall receive a report of the medical examiner's findings if the Pilot fails to pass a physical examination or test.
- E. Any Pilot who fails to pass a physical examination or medical test required by the Company in order to exercise the privileges of his Pilot's certificate may, at his option, have a review in the following manner:
  - 1. He may employ a medical examiner of his own choosing and at his own expense for the purpose of conducting a physical examination or test.
  - 2. A copy of the findings of the Pilot's medical examiner shall be furnished to the Company. In the event that such findings verify the findings of the Company medical examiner, no further medical review shall be afforded.

3. If the findings of the Company's medical examiner and the Pilot's medical examiner disagree on the Pilot's qualification to exercise the privileges of his Pilot's Certificate, the Company will, at the written request of the Pilot, ask the two examiners to agree upon a third, qualified and disinterested medical examiner, preferably a specialist, for the purpose of making further physical examination or test.
  4. The case shall be settled on the basis of the findings of the said disinterested medical examiner.
  5. The expense of employing the disinterested medical examiner shall be borne one-half ( $\frac{1}{2}$ ) by the Pilot and one-half ( $\frac{1}{2}$ ) by the Company. Copies of such medical examiner's report shall be furnished to the Company and to the Pilot.
  6. If it is determined by the disinterested medical examiner that the Pilot has continuously met the medical standards established in paragraph A., above, any sick leave credit used by the Pilot during the time the Pilot was removed from flying will be re-credited to the Pilot's sick leave account. In addition, the Pilot will be made whole for all losses incurred as a result of being removed from flying until his return.
- F. A Captain who fails to qualify for his First Class Medical Certificate, but who is able to qualify for a Second Class Medical Certificate, may, at his option, continue to fly for the Company as First Officer at the applicable First Officer's rate of pay, provided his seniority permits him to hold such Position. At the onset, he will hold a phantom Captain's Position. During the remainder of such period, he will continue to have a phantom Position (not supplant a line Position) consistent with his seniority. The Company will indicate that a phantom Position has been awarded in the bid award. If he can requalify for a First Class Medical Certificate, he will assume his phantom Position. The Company will not displace a line Pilot as a consequence of his assuming the phantom Position, and the Pilot returning will be added as an extra to such Position. The Company cannot subsequently reduce the number of Positions with the intent to displace an extra Pilot, but may reduce the number of Positions for operational reasons. The Company will provide any training required at the earliest opportunity.
- G. Alcohol and Drug Testing
1. A Pilot who undergoes an alcohol and/or drug test will be considered to be on duty until he is released from the testing site.
  2. If a random alcohol and/or drug test causes a Pilot to be removed from any leg(s), the Pilot will receive Pay Credit in accordance with Section 3.N.

3. No Pilot will be required to take a random alcohol or drug test on a Day Off.
4. A Pilot ordered to submit to a “reasonable suspicion” test will be permitted to contact an ALPA Association representative prior to the test. In addition, the Company will permit an Association representative to be present at the testing facility during the test, provided the representative can be available within a reasonable time period (one and one-half (1.5) hours from the time that a “reasonable suspicion” is determined). When the result of an alcohol or drug test is negative (less than .02 for an alcohol test), the Pilot will be made whole for any compensation lost as a consequence of the test.
5. When the result of any Pilot's alcohol test is greater than .02, the Company will contact the testing facility and obtain records reflecting the date and result of the last calibration check performed on the EBT (Evidential Breath Testing device) prior to the failed test and the date and result of the first calibration check performed subsequent to the failed test. Such documents will immediately be made available to the Association.
6. A Pilot whose alcohol test is nullified due to the failure to observe the waiting period prior to a confirmation test, the failure of the technician to perform an air blank prior to a confirmation test, the failure of the air blank to read 0.00, the uncorrected failure of the breath alcohol technician to sign the form, the failure of the EBT to print a confirmation test result, or the failure of the sequential test number or alcohol concentration displayed on the EBT to correlate with the sequential test number or alcohol concentration on the printed test result shall be immediately reinstated to his previously held Position and will be made whole for all compensation and benefits lost as a consequence of the failed test. The Company will not take any adverse action against a Pilot whose alcohol test results in a reading greater than .02 until the EBT used in the test is recalibrated and is shown to have been accurate at the time of the test in question. This shall not prohibit the Company from withholding a Pilot (with pay) from performing safety sensitive functions pending recalibration of the EBT.
7. A Pilot whose alcohol test results in a reading between .02 and .04 and who is required by the Company to undergo evaluation by a Substance Abuse Professional (SAP) will be removed from flight status pending the outcome of the evaluation. However, the Pilot will be considered “available” for monthly pay guarantee pay purposes, and will be credited for all time actually worked over the appropriate guarantee if the Pilot exceeds the guarantee. If the outcome of the evaluation is not announced within three (3) business days of the alcohol test which precipitated the evaluation, the Pilot will be made whole for all compensation lost after the three (3) day period has lapsed (provided the Pilot has made himself available to be evaluated). If the evaluation results in a diagnosis of alcoholism, the Pilot will be eligible for Extended Sick Leave, and the waiting period will begin on

the first scheduled day of work following the evaluation. If there is no diagnosis of alcoholism, the Pilot will be permitted to fly his next scheduled Trip.

- H. When an aircraft accident occurs, the Company will immediately notify the designated Association representative. The Company will permit the Pilot to contact an Association representative, if able, prior to undergoing a post-accident test. If an Association representative arrives prior to the administration of a post-accident test, the representative will be permitted to be present at the testing facility during the test.

I. Anti-Drug and Alcohol Misuse Prevention Policy

1. The Company will provide the Association with thirty (30) days' notice of any intended changes to its Anti-Drug and Alcohol Misuse Prevention Policy and an opportunity for the parties to meet and confer to discuss such changes. If Federal regulations require a change with less than thirty (30) days' notice, as soon as practicable, the Company will provide notice to the Association and an opportunity for the parties to meet and confer to discuss such changes.
2. A Pilot who comes forward seeking drug or alcohol rehabilitation assistance prior to his having knowledge of the Company's decision to subject him to drug or alcohol testing will be afforded the opportunity to pursue such assistance.
3. The Company and the Association agree to participate in a Human Intervention and Motivational Study (HIMS) program and in periodic monitoring of the professional evaluation and treatment of a Pilot who voluntarily participates in such program.

**WORKERS' COMPENSATION BENEFITS**

- A. A Pilot will be entitled to use accrued and unused sick leave to cover the applicable waiting period under state workers' compensation law in circumstances in which a work-related injury or illness does not result in the waiting period being paid by Workers' Compensation. The determination of whether or not a Pilot is entitled to paid sick leave will be made before the determination of whether the waiting period is covered by Workers' Compensation. Should a Pilot receive Workers' Compensation for any day(s) for which he has also received paid sick leave, the Company may recoup the duplicate payment by deducting the amount of the paid sick leave from his regular pay and his sick leave account shall be credited for the applicable amount.
  
- B. Should the Pilot become unable to work due to a work-related injury or illness such that Workers' Compensation benefits are payable under state law, the Company's Extended Sick Leave Plan will be used to supplement Workers' Compensation benefits up to the difference between sixty percent (60%) of the Pilot's Average Monthly Pay and the wage benefits payable by Workers' Compensation, if less than sixty percent (60%) of the Pilot's Average Monthly Pay, up to the maximum period covered by the Company's Extended Sick Leave Plan. "Average Monthly Pay" shall mean eighty (80) hours. (LOA 15.1.)

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## **MISSING, INTERNMENT, PRISONER OR HOSTAGE OF WAR BENEFITS**

### **A. Retention and Accrual of Benefits and Pay**

1. A Pilot who, while performing duties in the service of the Company, becomes missing, interned or taken prisoner of war by a foreign government, hijacked or held hostage through no willful fault of his own, will accrue seniority and Longevity credit and will continue to be eligible to receive the following:
  - a. gross monthly compensation, less applicable deductions and contributions, equal to the greater of:
    - i. his average gross monthly earnings for the previous six (6) months or;
    - ii. seventy-five (75) hours credit at his applicable rate of pay.
  - b. all applicable benefits, including insurance;
  - c. all Retirement Fund accruals and contributions normally made by either the Pilot or by the Company for the Pilot and;
  - d. continuation of coverage of all insurance benefits for dependents of said Pilot.
2. However, in the absence of knowledge on the part of the Company as to whether such Pilot is alive or dead, compensation and other benefits as stipulated above will be dispensed to the beneficiaries indicated by the Pilot in his letter of instruction to the Company for a period of twelve (12) months after such Pilot was last known to the Company to have been missing, interned, held prisoner of war, hijacked or held hostage. In the absence of a letter of instruction designating beneficiaries, the Company will deposit all applicable benefits in a trust for said Pilot until his status has been legally determined.

### **B. Cessation of Benefits**

If, after such twelve (12) month period it still has not been established whether a Pilot is alive or dead, further payments and benefit continuation will be at the Company's discretion.

### **C. Pilot Directions**

The Company will cause each Pilot hereafter employed in or assigned to its operation to execute and deliver to the Company prior to such employment or assignment the following written direction:

**HIJACKED, INTERNED AND PRISONER OR HOSTAGE OF WAR  
BENEFITS BENEFICIARY DESIGNATION**

You are hereby directed to pay all monthly compensation allowable to me under the above titled Section and any other benefits due to me under the provisions of this Agreement while I am missing or resulting from my death or any other condition which causes direct payment to be impossible, as follows:

	Beneficiary 1	Beneficiary 2	Beneficiary 3
% of my monthly pay			
Name			
Street Address			
City, State, Zip			

as long as that person(s) is living.

The balance, if any, and any amounts accrued after the death of the person(s) named in the above designation will be held for me, or, in the event of my death before receipt thereof, will be paid to the legal representative of my estate.

The foregoing direction may be modified from time to time by letter signed by the undersigned, and any such modification will become effective upon receipt of such letter by you. Payments made by the Company pursuant to this direction will fully release the Company from the obligation of making any further payments with respect thereto.

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Pilot's Signature

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Date

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Print Name



## UNIFORMS

### A. Initial Uniform

1. A Pilot is required to have one (1) complete initial uniform. The complete initial uniform will consist of the following items:
  - a. one (1) jacket with braid;
  - b. two (2) trousers;
  - c. two (2) ties;
  - d. four (4) shirts and one (1) set of epaulets; and
  - e. one (1) raincoat with liner.
2. A Pilot may supply any uniform items identical to the style and color available from the vendor and which are normally used by the Company.
3. Initial uniform items not in the possession of the Pilot must be ordered through the Company within the first week of Initial training, provided the Company affords the Pilot the opportunity to order such items.

### B. Optional Uniform

Optional items will consist of the following:

1. black leather jacket with epaulets;
2. black ribbed pullover sweater with epaulets;
3. black light-weight V-neck sweater to be worn under the uniform jacket;
4. black cardigan sweater to be worn under the uniform jacket;
5. Pilot cap appropriate to Status with insignia; and
6. black stocking cap and black scarf.

- ### C.
- The Company will pay one-half ( $\frac{1}{2}$ ) of the cost of the initial uniform items ordered by the Pilot in the first week of Initial training. The cost of items ordered after the first week of Initial training will not be reimbursed by the Company, provided the Company gives the Pilot the opportunity to order the items within the first week.

1. New hire Pilots will pay the remainder of the cost through either payroll deduction or a cash payment. Payroll deduction will be a minimum of fifteen dollars (\$15.00) deducted from the Pilot's pay check for each pay period until payment is complete.
  2. For purposes of reimbursement, the Company may determine the quality and vendor of uniforms.
  3. Optional uniform items are not covered by the uniform allowance.
- D. Should a Pilot's termination or resignation occur prior to six (6) months of employment, the balance of any amounts paid by the Company for uniforms will be deducted from the Pilot's final check.
- E. The Company will issue insignias (wings) for coats.
- F. The Company will make hat insignias available for purchase.
- G. The Company will issue a Pilot who upgrades one (1) set of Captain epaulets.
- H. For calendar years 2013 and 2014, the uniform maintenance allowance is eliminated. Effective January 1, 2015, each Pilot will have access to an account at a Company-approved vendor. Such account will be credited with two hundred forty dollars (\$240.00) on January 1 of each year. Any funds remaining at the end of each year will be carried through to the next year. At the beginning of each year, the balance of a Pilot's account will not exceed four hundred eighty dollars (\$480.00). The credited amounts can only be used for uniform pieces designated in Sections 18.A. and 18.B. The Company agrees to meet and confer with the Association prior to selection of a vendor and, upon request, to discuss issues that arise regarding the selected vendor. (LOA 33.J.)
- I. It is the Pilot's responsibility to report for work in a clean and pressed uniform and to maintain his uniform in good repair. The Company may require a Pilot to replace any worn uniform garment.
- J. The Company will consider the recommendations of the Association before making any change in the style, color or material of uniforms. Should the Company initiate a change in the style or color of the uniform, the Company agrees to absorb all costs associated with the change.

## INVESTIGATION, DISCIPLINE, AND DISCIPLINARY GRIEVANCES

NOTE: The modifications made to this Section by LOA 29 are subject to termination by either party, per LOA 29.D.

### A. Due Process

1. “Discipline” is defined as an oral warning, written warning, suspension or discharge, or any other disciplinary action taken by the Company that results in a Pilot’s loss of pay or benefits.
2. A Pilot will not be disciplined without just cause.
3. Investigatory Hearings (modified by LOAs 29 and 83)
  - a. Before the Company takes disciplinary action against a Pilot, the Company will conduct an investigative hearing and allow the Pilot an opportunity to respond to any allegations or Company concerns. At the time the Company advises the Pilot of its desire to discuss a potential disciplinary matter, it will inform the Pilot of the subject matter to be discussed.
  - b. Notwithstanding paragraph A.3.a., above, the Company is not required to conduct a Section 19.B. investigatory hearing in the following circumstances, unless a Section 19.B. investigatory hearing is requested by the Pilot. A Pilot’s request for a Section 19 meeting will stay the placement of a letter into the Pilot’s file until after such meeting has occurred if the Company has concluded a letter is warranted.
    - i. Attendance-related issues at the counseling or Level One stages;
    - ii. Not Available for Assignment (“NFA”) events at the Strike One stage;
    - iii. First failure to complete required LMS modules prior to the posted deadline; or
    - iv. Miscellaneous minor matters in which no more than counseling is anticipated.
    - v. A face-to-face meeting or phone conversation with the Pilot will still occur prior to the issuance of any warning letter or confirming letter, and the Pilot will be advised of his right to a Section 19 hearing.
  - c. Other than as outlined above (3.b.i. – iv.), the maximum discipline that may be issued in accordance with this LOA 29 is an oral warning, which may be

confirmed in writing. If a Pilot requests a hearing for any of the circumstances covered by this LOA, the Pilot shall be afforded all due process protections included in Section 19. Any subsequent discipline, other than an additional oral warning, relating to a previous oral warning must comply with all provisions of Section 19. The failure of a Pilot to request an investigatory hearing shall not prejudice the Pilot in any subsequent proceeding.

4. Once the determination has been made that a Pilot may be subject to questioning with regard to an event that could lead to discipline, the Pilot will be afforded the opportunity to be represented by an official Association representative during the Company's investigation.
5. For all alleged offenses, the Company will initiate its investigation within sixty (60) days from the date of the alleged offense, or within sixty (60) days from the date in which the Company should have known of the alleged offense. The Company will be excused from this time limit in situations where Federal, State or local laws compel it to initiate its investigation after the sixty (60) day period described herein.
6. Nothing herein prevents the Company from suspending a Pilot with pay pending investigation.
7. Nothing in this Section is intended to prevent the Company from engaging in non-disciplinary inquiries and communications with Pilots in the normal course of business.

B. Investigatory Hearing

1. Notice of Investigatory Hearing
  - a. The Company shall provide notice of the investigatory hearing, the subject matter to be discussed and the possibility of discipline. The notice will be provided to the Pilot and to the MEC Contract Compliance Chairman, or his designee. The hearing will not occur prior to seventy-two (72) hours after the notification unless the parties agree to meet sooner. (LOA 29.C.)
  - b. A Pilot will not be required to attend any additional inquiries or meetings that relate to the same potential disciplinary event without seventy-two (72) hours' notice of such inquiry or meetings. (LOA 29.C.)
  - c. The investigative hearing may be held with less than seventy-two (72) hours' notice in cases involving safety-related issues and/or a verified positive drug or confirmed positive alcohol test, or where the Company needs to reasonably act sooner. In a situation where less than seventy-two (72) hours' notice is given, the Company will provide sufficient notice to the Association

and the Pilot so that representation can be afforded. (LOA 29.C.)

2. Purpose and Procedure

- a. The purpose of the investigatory hearing is to advise the Pilot of the conduct that may lead to discipline and to provide the Pilot with the opportunity to present relevant facts and mitigating circumstances.
- b. The number of persons allowed to attend the investigatory hearing shall be limited to necessary Company and Association representatives.
- c. All discussions that take place during the investigative hearing shall remain confidential. The Company shall not release any information regarding the investigative hearing except to those persons having a need to know in order to render a decision or to any other persons as required by law or this Agreement.
- d. Reports, material or documents related to discipline that are more than twenty- four (24) months old may not be used to assess or support progressive discipline, or to make performance evaluations. Documents that are more than twenty-four (24) months old and that are no longer required to be retained by law will be removed from the Pilot's personnel file(s). Any documents removed from the Pilot's personnel file(s) will be promptly disposed. This paragraph does not apply to training records.
- e. Any changes to a Pilot's report or release time(s) resulting from his participation in an investigatory hearing will be recorded by the Company for the purpose of calculating rest requirements and, in accordance with Section 5, for calculating expenses. A Pilot who is required or who volunteers to report for an investigative hearing on a Day Off will be considered on duty for the purpose of calculating rest requirements, and such Pilot will receive the daily pro rata flight credit hours as compensation for the Pilot's time. If the investigative hearing on a Day Off results in no discipline, credits will be paid in addition to adjusted guarantee.
- f. If a Pilot is required to travel to or from an investigative hearing location, the Company shall schedule positive space deadhead transportation between his Domicile and the investigative hearing location. If the Pilot is required to travel on a Day Off, travel will be arranged to and/or from the Pilot's domestic home airport and the hearing location, subject to pass policy and seat availability. A Pilot who is required to report to a Co-Terminal airport to meet with Base management will be provided with positive space transportation to/from that Co-Terminal airport as applicable. (LOA 91)

- g. A Pilot required to travel for an investigative hearing on a Day Off will be considered to be on duty for the purpose of calculating rest requirements, and such Pilot will receive a minimum of the daily pro rata, or Pay Credits earned, whichever is greater. If the investigative hearing on a Day Off results in no discipline, credits will be paid in addition to adjusted guarantee.
- 3. Decision Rendered Following an Investigation
  - a. The Company will conclude its investigation as soon as possible following the investigative hearing.
  - b. In cases where the Pilot has been removed from flight status, the Company will notify the Pilot of its decision within ten (10) days following the conclusion of its investigation. The Company will be excused from this time limit in situations where Federal, State or local laws compel it to initiate its decision after the period described herein.
  - c. In the event the Company finds just cause to discipline a Pilot, the decision shall state the specific grounds for such discipline. Any discipline imposed after the investigative hearing shall take effect on the date of the Company's written decision, or on the effective date stated therein. If the Pilot has already been removed from flight status without pay, the amount of time removed will be credited toward any suspension to be served.
  - d. Written notification of discipline shall be delivered to a Pilot in person, by Certified Mail Return Receipt Requested, or by a commercial delivery service that provides tracking capabilities.
  - e. A copy of the written notification of discipline shall be sent to the MEC Chairman, the Association Contract Administrator and the MEC Contract Compliance Chairman. Failure to issue copies of written notification of discipline will not affect the validity of the action.
  - f. The Company may confirm oral warnings to a Pilot in writing. Oral warnings that have been confirmed in writing may not be independently grieved. Oral warnings may be challenged in any future grievances relating to more severe discipline. Oral warnings will not be subject to the reporting requirements of the Pilot Records Improvement Act ("PRIA").
  - g. The Company shall not place any negative report or derogatory material in a Pilot's file(s) without providing the Pilot with an opportunity to inspect, review and initial the report or material. The Pilot will be allowed to place his statement regarding the incident in his file, and such statement will be attached to the Company's report or material.

4. Pilot Status During Investigation

- a. The Company may hold a Pilot out of service with pay until the Company's written decision is issued.
- b. If a Pilot has a verified positive drug test or a confirmed positive alcohol test, the Company may hold the Pilot out of service without pay until the Company's written decision is issued. Such period will not exceed thirty (30) days.

C. Grievance

1. A Pilot who is disciplined will be granted a hearing, provided the Pilot files a grievance, in writing, with the Vice President of Flight Operations, or his designee, no later than thirty (30) Calendar Days following the receipt of the Company's written notice of discipline by the Association Contract Administrator, or by the MEC Contract Compliance Chairman, whichever is later.
2. The Vice President of Flight Operations, or his designee, will hold a hearing within twenty-one (21) Calendar Days following the date the Company received the grievance. The Pilot will have the right to choose to be represented by either a Company employee or an Association representative.
3. The Company will provide the Association Contract Administrator or designee, in writing and with at least seventy-two (72) hours' notice, the time, date and location of the hearing. Such notice period may be waived by mutual agreement.
4. The Vice President of Flight Operations, or his designee, will issue a written decision within twenty-one (21) Calendar Days following the close of the hearing. A copy of the written decision will be issued to the Pilot, the Association Contract Administrator and the MEC Contract Compliance Chairman in person, by Certified Mail Return Receipt Requested, or by a commercial delivery service that provides tracking capabilities; provided, however, failure to issue a copy of the written decision to the Association Contract Administrator or the MEC Contract Compliance Chairman will not affect the validity of the action.

D. Appeal

If the Company's written decision, as described in paragraph C.4., above, is not satisfactory to the Pilot, such decision may be appealed in writing by the President of the Association to the Pinnacle Pilots' System Board of Adjustment ("System Board") within thirty (30) days following receipt of the Company's decision by the Association Contract Administrator.

E. Effect of Time Limits

1. The Pilot, the Company and the Association agree to comply with all time limits described in this Section. If the Company fails to hold a hearing or render a decision within the time limits described herein, the grievance will be deemed automatically appealed to the System Board. If any decision made by the Company, in accordance with the provisions of this Section, is not appealed by the affected Pilot or the Association within the time limits contained herein, the decision of the Company will become final and binding.
2. All time limits contained in this Section may be extended orally or in writing by mutual agreement of the parties. An oral agreement must be reached prior to the expiration of the time limit to be extended. Such agreement must be confirmed in writing by the parties within seventy-two (72) hours of the date of the agreement.

F. Witnesses and Representatives

1. Transportation
  - a. Grievants, witnesses and representatives who are employees or former employees of the Company will receive free space-available transportation between the point of duty or the domestic airport closest to the point of residence and the hearing location, subject to pass policy and seat availability.
  - b. If space available transportation is not available, the Company will seek other transportation by utilizing the most expedient and least expensive terms available, if requested by the Association. In such cases, each party will bear its own costs for the transportation of its grievants, witnesses, and representatives.
2. Grievants, witnesses and representatives will be released from duty, when necessary, for the purpose of attending meetings and/or hearings pursuant to this Section. The number of witnesses summoned at any one time will not unreasonably interfere with the operations of the Company. However, if a necessary witness becomes unavailable due to operational Company constraints, the hearing will be postponed, unless the Grievant consents to proceed without the witness(es) present.

G. Remedies

1. If, as a result of any hearing or appeal, a Pilot is completely exonerated, the Pilot will be compensated for any lost wages and benefits. If such Pilot was being held out of service, he will be reinstated to flight duties without suffering any loss of



seniority or Longevity.

2. Notwithstanding paragraph G.1., above, the System Board may determine that a Pilot's back pay will be reduced by the amount of any unemployment compensation which is not subject to recapture, or by the amount of interim earnings the Pilot received, or could have received with reasonable effort to obtain reasonable employment, or both. In cases involving less than complete exoneration, the relief awarded (including back pay), if any, will be appropriate to the circumstances of the case.
3. If, as a result of any hearing or appeal, the Pilot is completely exonerated, the Pilot's personnel record will be cleared of the charges and all documents and references contained in the Pilot's personnel record relating to such charges will be removed and will be disposed of promptly. Any documents or references to any documents removed or destroyed will not be subject to the reporting requirements of the PRIA. Such charges will not bear any precedential value and will not be referred to in any subsequent proceeding covered by this Agreement. In cases involving less than complete exoneration, a Pilot's personnel file will reflect the relief awarded.

H. Written Notification

Written notification, other than that described in paragraph B.3.d., above, will be delivered by facsimile, U.S. Mail or by a commercial courier service to the Association Contract Administrator and the MEC Contract Compliance Chairman, with the original copy of the notification delivered to the Pilot at his address on file.

I. Memorialization

1. Verbatim memorialization of hearings and/or meetings will only be made with the mutual agreement of the parties. In such case, the cost of the transcribed report will be borne equally by the parties.
2. Notwithstanding paragraph I.1., above, either party may record a hearing and/or meeting held under this Section provided:
  - a. The recording party informs the other party the hearing and/or meeting will be electronically recorded.
  - b. The non-recording party is provided a copy of the electronic recording in a timely manner at costs, if requested.

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## **CONTRACT GRIEVANCES**

### **A. Definitions and Scope**

1. Disciplinary grievances will be handled in accordance with Section 19 of this Agreement.
2. A grievance pursuant to this Section is defined as any dispute between the Company and a Pilot, or a group of Pilots, growing out of the interpretation or application of the terms of this Agreement or any supplements to the Agreement.
3. Grievances will not include proposed changes in hours of employment, rates of compensation or working conditions.
4. Any Pilot or group of Pilots may file a grievance. The grievances must be filed in writing and must contain a reference to the provision(s) of the Agreement alleged to have been violated and a short, concise statement of the facts involved.
5. Prior to the filing of a grievance, the Pilot(s) will discuss the matter with their Chief Pilot, or his designee, in an effort to resolve the dispute; provided, however, the failure to have such discussion will not affect the validity of the grievance. The results of this effort will be documented by the Company with a copy sent to the Pilot.

### **B. Time Limits**

Contract grievances must be submitted to the Vice President of Flight Operations, or his designee, within sixty (60) Calendar Days from the date on which the affected Pilot(s) became aware, or reasonably should have become aware, of the circumstances from which the dispute arose.

### **C. Initial Hearing, Notice of Hearing, Representation and Decision**

1. The Company will hold a monthly meeting to conduct the initial hearing(s) for all grievances received by the Company since the previous monthly meeting. Such monthly meeting shall be held on the third Wednesday of every month unless a different date within the month is mutually agreed upon.
2. The Pilot will have the right to choose to be represented by either a Company employee or an Association representative.
3. Within twenty-one (21) days following the date of completion of such hearing, the Company will issue written notification of its decision. This decision will be delivered to the Pilot, the Association Contract Administrator and the MEC Contract

Compliance Chairman in person, by Certified Mail Return Receipt Requested, or by a commercial delivery service that provides tracking capabilities.

D. Appeal

1. If the decision of the Company is not satisfactory to the Pilot(s) or the Association, the grievance may be appealed by the President of the Association to the Pinnacle Pilots' System Board of Adjustment ("System Board"). Such appeal will be in the form of a submission, pursuant to Section 21 of this Agreement, and, to be timely, it must be mailed no later than thirty (30) days following the date on which the Association Contract Administrator receives the Company's decision.
2. The Association will advise the Company in writing of the names and addresses of the Association Contract Administrator and the MEC Contract Compliance Chairman and any subsequent changes to those names and addresses.

E. Effect of Time Limits

1. The Pilot(s), the Company and the Association agree to comply with all time limits described in this Section. If the Company fails to hold a hearing or render a decision within the time limits described herein, the grievance will be deemed automatically appealed to the System Board. If any decision made by the Company, in accordance with the provisions of this Section, is not appealed by the affected Pilot(s) or the Association within the time limits contained herein, the decision of the Company will become final and binding.
2. All time limits contained in this Section may be extended orally or in writing by mutual agreement of the parties. An oral agreement must be reached prior to the expiration of the time limit to be extended. Such agreement must be confirmed in writing by the parties within seventy-two (72) hours of the date of the agreement.

F. Witnesses and Representatives

1. Transportation
  - a. Grievants, witnesses, and representatives who are employees or former employees of the Company will receive free space-available transportation between the point of duty or the domestic airport closest to the point of residence and the hearing location, subject to pass policy and seat availability.
  - b. If space available transportation is not available, the Company will seek other transportation by utilizing the most expedient and least expensive terms available, if requested by the Association. In such cases, each party will bear

its own costs for the transportation of its grievants, witnesses and representatives.

2. Grievants, witnesses, and representatives will be released from duty, when necessary, for the purpose of attending meetings and/or hearings pursuant to this Section. The number of witnesses summoned at any one time will not unreasonably interfere with the operations of the Company.
3. If a necessary witness is unable to attend the hearing, the hearing will be postponed, by mutual agreement of the parties, until such time the witness is able to attend.

G. Memorialization

Verbatim memorialization of hearings and/or meetings will only be made with the mutual agreement of the parties. In such case, the cost of the transcribed report will be borne equally by the parties.

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## **SYSTEM BOARD OF ADJUSTMENT**

### **A. Recognition**

In compliance with Section 204, Title II, of the Railway Labor Act, as amended, the parties establish a System Board of Adjustment for the purpose of adjusting and deciding disputes or grievances arising pursuant to the terms of this Agreement or any supplemental agreement. Such Board will be known as the Pilots' System Board of Adjustment ("System Board").

### **B. Grievance Review Board**

1. A Grievance Review Board ("GRB") shall convene and consider all disputes that have been appealed to the System Board. The GRB will consist of two (2) members from the Association and two (2) members from the Company. The purpose of the GRB is to facilitate the potential resolution of grievances without the involvement of attorneys. The Association and the Company will each appoint a spokesperson. The appointed spokespersons will not be attorneys (unless agreed to by the other party). Association attorneys, Association Contract Administrators, Company attorneys and corporate counsel may attend the GRB as consultants, but they may not act as spokespersons.
2. The GRB will convene during the months of January, March, May, July, September, and November, provided there are cases filed with the System Board for consideration at such times. The GRB may convene more or less often, or in alternate months, by mutual agreement of the parties.
3. The GRB will generally consider grievances prior to a System Board hearing. The GRB is not a prerequisite to holding a System Board hearing under the conditions set forth below:
  - a. Grievances arising from Section 1 of this Agreement will be processed in accordance with the provisions of Section 1.H., unless the Company and the Association mutually agree to submit the Section 1 grievance to the GRB.
  - b. All discharge cases will be scheduled for the GRB during regular or special GRB sessions. GRB sessions for discharge cases must occur within thirty (30) days following the date the Company receives the appeal of a discharge decision in accordance with Section 19.D. and at least thirty (30) days prior to the scheduled date of the System Board hearing. Failure to hold a scheduled GRB in a discharge case will not be grounds for delaying the System Board hearing.
  - c. With respect to all other grievances, the GRB may be bypassed only by

mutual agreement of the parties.

4. The GRB sessions will be held in the city where the general offices of the Company are located and at a site mutually agreed to by both parties. Each party will bear its own costs and expenses for its participation in the GRB meetings.
5. The parties mutually agree to schedule GRB sessions by the 15th day of the preceding month.
6. The issues discussed by the GRB will be the same as the issues the parties have failed to resolve through the grievance process. The exchange of evidence and information is not limited to that presented at any previous step of the grievance procedure. No transcript of the GRB meeting will be made.
7. The grievant(s) will have the right to attend a GRB for the purpose of presenting his case. The Company will grant the grievant(s) leave from duty without pay for the purpose of attending the GRB session.
8. The GRB sessions will be informal.
9. Written material presented during the GRB sessions will be returned to the party presenting that material at the conclusion of the session.
10. If a grievance which had been the subject of a GRB session is subsequently heard before the System Board, no reference will be made by either party that the grievance was the subject of a GRB session. Absent mutual agreement, no reference will be made with regard to any statements, documents or actions taken by either the GRB or its participants during the course of a GRB session, unless the party offering such statements, documents or actions would have otherwise had access or entitlement to them outside of the GRB session. This restriction shall not prevent either party, in any subsequent proceeding, from referring to discussions occurring or documents exchanged during the GRB session for the purpose of establishing the terms of a settlement reached at a GRB session.
11. By agreeing to participate in the GRB sessions, the parties do not waive any procedural argument(s) that they have regarding the case. Both the Company and the Association reserve the right to raise jurisdictional or procedural issues notwithstanding their agreement to schedule such meeting.
12. The jurisdiction of the GRB will not extend to proposed changes in rates of pay, hours of service or working conditions.
13. All parties involved in the GRB session are barred from disseminating information surrounding the session and/or individual grievances to the public, the media or



like sources, provided, however, neither party is barred from disseminating general information regarding the scheduling and outcome of a GRB session.

14. Within thirty (30) days following the date the Company receives a System Board appeal of a discharge decision, the parties will select an arbitrator and schedule a System Board hearing by utilizing an arbitrator who is selected in accordance with paragraph D., below. The Association may elect to use any open System Board hearing date(s) that has already been scheduled pursuant to paragraph E., below, for discharge cases that have not yet been scheduled for a System Board hearing, provided that such date is at least thirty (30) days beyond the date of the GRB hearing, and provided that the Company receives at least thirty (30) days' notice of the hearing date.

C. System Board

1. The System Board will be comprised of three (3) members to be selected as follows: one (1) by the Association, one (1) by the Company and a third neutral arbitrator who will be selected in accordance with paragraph D., below. Any System Board member who is selected by the Association or the Company must be an employee of the Company. If the parties mutually agree, the arbitrator may sit and decide the dispute without the Company and Association System Board members in attendance. The System Board will consider any dispute properly submitted to it by the Association or the Company which has not been previously settled in accordance with the provisions of Sections 19, 20 or 21 of this Agreement. The System Board's jurisdiction will not extend to proposed changes in rates of pay, hours of service or working conditions. Each Board member will be free to discharge his or her duty in an independent manner.
2. Any case that has not been resolved in a GRB session will be scheduled for arbitration before the System Board at a mutually agreeable site. The case will be assigned to an arbitrator that the parties mutually agree to from the panel of nine (9) arbitrators below.
3. The parties will fill arbitration dates which are pre-selected in accordance with paragraph D., below, before seeking additional arbitration dates. If the parties cannot agree upon an arbitrator, one will be selected using the alternate striking method.
4. The date for the arbitration will be determined by the arbitrator's schedule.
5. Should an arbitrator become unavailable to serve at an arbitration, the parties will choose, within fourteen (14) days of receipt of the arbitrator's notice, a replacement arbitrator (if necessary) and a rescheduled date. If a scheduled arbitration date that does not yet have an assigned case exists, the parties will make every attempt to

reschedule the case that was cancelled due to the arbitrator's unavailability to that date.

6. Should any of the arbitrators become generally unavailable (illness, travel restrictions, retirement, death, etc.) to serve on the Neutral Arbitrator Panel, the parties will choose a replacement for the panel within thirty (30) days of receipt of the arbitrator's notice.

7. Neutral Arbitrator Panel

- a. Bonnie Weinstock
- b. Elliott Goldstein
- c. Joan Parker
- d. Gil Vernon
- e. Fred Horowitz
- f. Richard Bloch
- g. Dana Eischen
- h. Larry Holden
- i. Dennis Nolan

8. Expedited Arbitration (LOA 33.K.)

If either Board member considers a case to have sufficient urgency, such Board member shall notify the neutral and the other Board member of his desire to expedite the hearing. In such a case, the hearing date will be set within sixty (60) days of the selection of the neutral. If the neutral does not have time available within that time period, another neutral shall be selected within two (2) business days and the hearing shall be set within sixty (60) days of his selection. In order for a case to have sufficient urgency to be expedited, it must involve (1) a discharge, or (2) a matter of significant ongoing financial concern, or (3) a matter involving the award of positions. Each party shall be allowed to expedite no more than two (2) cases per year.

- D. Arbitrator Scheduling

During the third quarter of each calendar year, the parties will solicit available arbitration dates from each neutral arbitrator on the panel. From those dates, the parties will pre-

select a minimum of six (6) System Board hearing dates for the following year; three (3) will be for two-day hearings and three (3) will be for one-day hearings. Any date that has not yet designated for a particular grievance or that becomes available after the resolution of a previously-assigned grievance shall be used to meet the scheduling requirements described in paragraphs B.14. and C., above. Discharge cases and matters involving the awarding of Positions will be given priority, at the Association's request, when scheduling System Board arbitration dates.

E. Decision

The System Board, as comprised in accordance with paragraph C., above, will render its decision in writing as promptly as possible. A majority vote of the three (3) Board members, or the neutral member when he sits alone, will be sufficient to make a decision that is final and binding on the Company and the Association.

F. Expenses

The expenses and reasonable compensation of the neutral arbitrator will be borne equally by the parties. The Association and the Company will assume the expenses and compensation of its own Board member, witnesses and representatives.

G. Submissions

All submissions to the System Board will be addressed to the Vice President of Flight Operations, or his designee, and the MEC Chairman. Each submission will show: (1) question or questions at issue; (2) statement of facts; and, as applicable, (3) position of the Association or Company. When possible, joint submissions should be made to the System Board. Unless the Company and the Association agree upon a combination of cases to be presented to the Board, each case presented will be treated as a separate case.

H. Representation, Evidence and Testimony

1. The Company, the Association and any individual grievant may be represented at the System Board hearing by such person or persons they choose and designate.
2. Evidence may be presented in person, telephonically or in writing.
3. The Company and the Association may call witnesses to testify at the System Board hearing who will provide testimony that is relevant to the dispute.
4. Each witness summoned by the Board or called by either party will be free from retaliation or adverse action by either the Association or the Company because of his giving testimony in good faith.

5. Any witness who testifies in person, telephonically or by deposition will do so under oath. No third party may attend System Board hearings unless the parties are in mutual agreement.

I. Closing Arguments

The Association and the Company agree to close System Board hearings with either final arguments or post-hearing briefs.

J. Effect of Time Limits

All time limits contained in this Section may be extended orally or in writing by mutual agreement of the parties. An oral agreement must be reached prior to the expiration of the time limit to be extended. Such agreement must be confirmed in writing by the parties within seventy-two (72) hours of the date of the agreement.

K. Witnesses and Representatives

1. Transportation

- a. Grievants, witnesses and representatives who are employees or former employees of the Company will receive free space-available transportation between the point of duty or the domestic airport closest to the point of residence and the hearing location, subject to pass policy and seat availability.
  - b. If space available transportation is not available, the Company will seek other transportation by utilizing the most expedient and least expensive terms available, if requested by the Association. In such cases, each party will bear its own costs for the transportation of its grievants, witnesses and representatives.
2. Grievants, witnesses and representatives will be released from duty, when necessary, for the purpose of attending meetings and/or hearings pursuant to this Section. The number of witnesses summoned at any one time will not unreasonably interfere with the operations of the Company.

L. Written Notifications

All required written notifications sent by the Company will be delivered to the Pilot at his address on file and to the Association Contract Administrator and the MEC Contract Compliance Chairman at their business address. Such documents shall be delivered to each individual named above by hand delivery, by Certified Mail, Return Receipt

Requested, or by a commercial delivery service that provides tracking capabilities.

M. Memorialization

1. Verbatim memorialization of hearings and/or meetings will only be made with the mutual agreement of the parties. In such case, the cost of the transcribed report will be borne equally by the parties.
2. Notwithstanding paragraph M.1., above, either party may record a hearing and/or meeting held under this Section provided:
  - a. The recording party informs the other party the hearing and/or meeting will be electronically recorded.
  - b. The non-recording party is provided a copy of the electronic recording in a timely manner at costs, if requested.

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## SENIORITY

### A. Probation Period

1. "Probation Period" means a Pilot's first three hundred sixty-five (365) days of active service as a Pilot with the Company, exclusive of time spent on Furlough or leave of absence.
2. Such probation period shall commence from the date of hire as a Pilot; that date being the day the Pilot reports for Pilot training.
3. During this probationary period, the Company may discharge the Pilot at its sole discretion with no resort to the grievance procedure or System Board of Adjustment.

### B. General

1. Seniority as a Pilot shall be based upon the length of service as an airline Pilot with the Company, except as otherwise provided in this Agreement.
2. Seniority shall begin to accrue from the Pilot's date of hire as an airline Pilot and shall continue to accrue during such period of employment except as otherwise provided in this Agreement. A new hire Pilot who is utilized to perform non-training related duties for the Company must complete his simulator training within sixty (60) days of his originally scheduled simulator completion date in order to retain the same date of hire as his classmates, unless the Company and the MEC Chairman mutually agree otherwise. Such Pilot must initially be paired with a partner in the same class. If such Pilot does not complete simulator training within the sixty (60) day period described herein, his date of hire will be adjusted to the date that is sixty (60) days prior to his actual Completion of Training.
3. Seniority numbers will be assigned to individuals on the first day of their new-hire training in the following order: Company transferees will be assigned the lowest seniority numbers within the class, in order of their most recent date of employment with the Company, then new-hires will be assigned seniority numbers on the basis of the last four digits of each individual's Social Security number. Individuals with the higher numbers will be assigned the lowest seniority numbers. New-hires with identical last four digits of their Social Security numbers, and transferees with identical employment dates, will determine their relative placement by drawing numbers. (LOA 91)
4. Subject to the other provisions of this Agreement, seniority shall govern all Pilots in case of promotion or demotion, their choices of Vacancies, their choices of schedules, their assignments or reassignments for junior assignment purposes,

their retention or Furlough in case of reduction in force, or reduction in Domicile schedules, and their recall after Furlough.

5. A Pilot shall forfeit all employment and seniority rights and his name shall be removed from the seniority list under the following conditions:
  - a. He resigns or retires;
  - b. He is discharged for just cause in accordance with Section 19 or is discharged in accordance with paragraph A.3., above;
  - c. He declines recall or fails to notify the Company of his intent to return to work from Furlough in accordance with Section 23; or
  - d. He fails to return to work at the expiration of a leave of absence in accordance with Section 13.
6. When a junior Pilot is promoted over a senior Pilot by reason of failure of the latter to qualify in turn, the senior Pilot shall continue to retain the same position on the Pilots' System Seniority List.

C. Pilots' System Seniority List

1. The Company shall post the Pilots' System Seniority List on the Company web site. Said list shall contain the names of all Pilots entitled to seniority, whether active or inactive, and the date of hire of each Pilot indicating the seniority to which each Pilot is entitled and each Pilot's birth date. Such list shall be brought up to date as of January 1 and July 1 of each year and posted within thirty (30) days thereafter. In addition, the seniority list (including the Pilots' current Positions) will be updated and posted with each Vacancy, Realignment, and Reduction notice on the Company web site. The Company will concurrently post an advisory summary of the changes to each seniority list. The summary will reflect all changes in any Pilot's relative placement on the list.
2. A Pilot shall be permitted a period of sixty (60) days after the posting of each list in which to protest in writing to the Manager of Crew Planning any omission or incorrect positioning affecting said Pilot's individual seniority. A Pilot who makes a protest within the first thirty (30) days after the posting shall be entitled to be made whole for all losses suffered, if the Pilot prevails. A Pilot who makes a protest between thirty- one (31) and sixty (60) days after the posting will have his relative position on the list adjusted, if the Pilot prevails, but will not be entitled to other remedy. Errors on the advisory summary shall not be the subject of a protest.
3. A Pilot may protest a subsequent Pilots' System Seniority List only if it varies from



the one immediately preceding it, except:

- a. when the previous list(s) has been posted within sixty (60) days; or
  - b. when such list is later changed because of the filing of a subsequent protest or protests by any Pilot or Pilots on said list, in which case the Pilot shall be permitted to file an additional protest.
4. The Pilots' System Seniority List in effect at the date of this Agreement is attached hereto as Appendix A.

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## **FURLOUGH AND RECALL**

### **A. Furlough**

1. When a Furlough becomes necessary and the number of Pilots bidding for a voluntary Furlough is less than the number of anticipated Furloughs, Pilots will be awarded involuntary Furloughs in reverse order of seniority, in accordance with Section 24.

NOTE: The parties have agreed to provisions for Long Term Leaves of Absence (LOA 27) to supplant the voluntary furloughs required in Section 23.A.1. The text of LOA 27 is reprinted at the end of this Section.

2. A Pilot will be notified of a Furlough in writing by hand delivery, by Certified Mail Return Receipt Requested, or by a commercial delivery service that provides tracking capabilities to the Pilot's last address on file with the Company. The Company must provide a Pilot with fourteen (14) days' notice of Furlough, or pay in lieu thereof, except in cases of strikes, acts of God, or other causes beyond the control of the Company.

### **B. Recall**

1. A Pilot will be recalled from Furlough in seniority order.
2. A Furloughed Pilot who is recalled from Furlough will retain the seniority he held prior to the time of his Furlough.
3. A Pilot who is not recalled from Furlough within seven (7) years following the effective date of his last Furlough will lose his seniority and recall rights.
4. Recall Procedure
  - a. A Pilot who is Furloughed must notify the Company of his current address at the time of the Furlough. The Pilot is required to notify the Company of any subsequent address changes within thirty (30) days following the date of change. The Company will notify a Pilot of his recall to duty by Reply Requested telegram, by Certified Mail Return Receipt Requested, or by a commercial delivery service that provides tracking capabilities. The Pilot must notify the Company of his intent to return to duty within (3) Calendar Days (excluding Saturdays, Sundays and holidays) from the confirmed delivery date of the recall notice. The Pilot must report for duty within twenty-one (21) days from the confirmed delivery date of the recall notice. A Pilot may return to duty sooner if mutually agreed to by the parties. The Company may extend the amount of time a Pilot is allowed to return to active duty.

- b. A Furloughed Pilot may decline recall and will be subject to a bypass until such time that all Furloughed Pilots junior to him have been recalled.
  - c. A Pilot is not eligible for pay protection if he declines a recall.
  - d. If a Pilot fails to respond to the Company within the time limits set forth in paragraph B.4.a., above, the Pilot will be deemed to have declined the recall.
- 5. A Pilot who is recalled within thirty days (30) or less of the effective date of Furlough will:
  - a. receive all benefits associated with Longevity retroactive to the effective date of the Furlough and his monthly guarantee will be prorated for his period of availability.
  - b. be reinstated to the Position he held at the time of the Furlough, unless such Position no longer exists, in which case the Pilot will be deemed to have been Displaced.
- 6. A Pilot who is recalled more than thirty (30) days but less than or equal to ninety (90) days from the effective date of Furlough will:
  - a. have his Longevity reduced by the number of days on Furlough that exceeded (thirty) 30 days; and
  - b. be reinstated to the Position he held at the time of the Furlough, unless such Position no longer exists, in which case the Pilot will be deemed to have been Displaced.
- 7. A Pilot who is recalled more than ninety (90) days from the effective date of Furlough will:
  - a. have his Longevity reduced by the total number of days on Furlough; and
  - b. be recalled to a Position in accordance with the provisions of Section 24 of this Agreement and will not be deemed to have been Displaced.

**Text of Letter of Agreement No. 27 (Long Term Leaves of Absence)**

- A. In lieu of offering voluntary Furloughs as required in Section 23.A.1., the Company will offer LTLOAs in accordance with the terms of this Letter of Agreement.
- B. The Company may offer LTLOAs at any time. The number of LTLOA offered by Position in accordance with this paragraph shall be determined by the Company. The Company

will award LTLOAs in seniority order by Position.

- C. Prior to displacing Pilots from any Positions as part of any Reduction or Realignment that may result in Furloughs, the Company shall award LTLOAs in seniority order to Pilots holding such Positions that have expressed a desire for an LTLOA and the number of awarded LTLOAs for any Position shall not exceed the number of Pilots excess for such Position. Further, to be awarded an LTLOA, a Pilot must be senior to the most senior Pilot anticipated to be furloughed on the Award.
- D. To be awarded an LTLOA, a Pilot must have completed one (1) year of active service with the Company.
- E. An LTLOA shall be for a period of at least one (1) year. The maximum time a Pilot may remain on an LTLOA shall be five (5) years from the date a Pilot's LTLOA commenced. A Pilot who fails to notify the Company of his intent to return to active status by the end of five (5) years shall have his return rights terminated and his name removed from the Pilots' System Seniority List.
- F. If the Company begins recalling furloughed Pilots, then any Pilot on a LTLOA shall be permitted to return from his LTLOA even if he has not completed the one (1) year minimum leave period.
- G. A Pilot on an LTLOA will participate in the Position bid system. A Position awarded to a Pilot on an LTLOA will be a Phantom Position. The Company will indicate the Phantom Position has been awarded pursuant to Section 24. A Pilot returning from an LTLOA will assume his Phantom Position. The Company will not displace a line Pilot as a consequence of awarding the Phantom Position, and the Pilot returning will be added as an extra to such Position. The Company will carry the Pilot as extra until the effective date of an Award on the next Vacancy, Realignment, or Reduction Award.
- H. A Pilot on an LTLOA will continue to accrue seniority and Longevity for the duration of the leave.
- I. A Pilot on an LTLOA will retain accrued sick leave, but will not accrue sick leave or vacation during the leave.
- J. A Pilot on an LTLOA will be eligible for COBRA in the same manner as a Pilot who is furloughed.
- K. All earned and accrued vacation will be paid out within thirty (30) days of the commencement of the LTLOA.
- L. If a Pilot is scheduled for a Long Term Training event, a request for an LTLOA pursuant to paragraph B., above, must be submitted at least twenty (20) days prior to

commencing the training event unless otherwise mutually agreed between the Pilot and the Company. It shall be the Company's option whether or not to award an LTLOA to a Pilot in a Long Term Training event.

- M. A Pilot who is granted an LTLOA may be required to complete a Trip that is scheduled to continue from the prior Month into the Month of the LTLOA, and the Pilot will receive Pay Credit for the value of the Trip.
- N. A Pilot on an LTLOA will be entitled to travel privileges in accordance with travel policy for Pilots on personal leaves of absence.
- O. A Pilot may obtain alternative employment and perform commercial flight activities while on an LTLOA. A Pilot returning from an LTLOA will be required to document his flight time, whether under domestic or foreign rules, including any regulatory letters, violations, and certificate action. Should any flight time accrued by the Pilot during the LTLOA impact how much flying he may perform upon his return under then-current regulations, he may be required to remain in an unpaid status until he is able to fly without restrictions.
- P. A Pilot on an LTLOA who is junior to a Pilot involuntarily furloughed pursuant to Section 23 will be changed to involuntarily Furlough status as of the date of Furlough of the more senior Pilot and will thereafter be considered on involuntary Furlough subject to the provisions of Section 23. When the Pilot is offered recall, he may accept recall and immediately resume his LTLOA; however, a Pilot may only resume his LTLOA if less than five (5) years has elapsed from the commencement of his LTLOA. For a Pilot resuming his LTLOA following Furlough, the combined duration of the Pilot's Furlough time and the LTLOA will not exceed five (5) years.
- Q. Notwithstanding the requirement to complete one (1) year of active service in paragraph D., above, the Company will notify Pilots who elected to take a voluntary Furlough pursuant to Section 23 prior to the effective date of this Letter of Agreement that they may convert their voluntary Furlough to an LTLOA. For all purposes under this Letter of Agreement, the effective date of a voluntarily furloughed Pilot's LTLOA will be the effective date of his voluntary Furlough.
- R. A pilot on an LTLOA will advise the Company sixty (60) days prior to returning to active service, and he will be placed in the next training class for his awarded Category which commences following the sixty (60) day notice period. However, in no case will the Pilot be returned to active pay status later than ninety (90) days after he advises the Company of his intent to return unless the Pilot is required to remain in an unpaid status in accordance with paragraph O., above. The sixty (60) day notice period may be waived by mutual agreement between the Company and the Pilot so long as the training of a senior Pilot is not delayed.

- S. A Pilot returning from an LTLOA will be compensated during training at the current applicable longevity step and in the Pilot's awarded Category.
- T. The Company will not object to an unemployment compensation application filed by a Pilot granted an LTLOA.

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**FILLING OF VACANCIES**  
**(Text below includes entire section as redrafted by LOA 33.L.)**

A. Permanent Positions

A permanent Position shall be any Position anticipated to exist for longer than ninety (90) days. A permanent Position shall be awarded to each Pilot, and each Pilot shall always hold a permanent Position on the system.

B. Vacancy, Reduction, and Realignment Notices

1. The Company will publish either a Vacancy, Reduction, or Realignment Notice, as appropriate, for Pilots to submit new permanent bids. A Vacancy Notice will include vacant positions. A Reduction Notice will reflect fewer positions (and will include a Furlough). A Realignment Notice will include vacant positions and reduced positions, and may include Furloughs. A Reduction Notice must be posted at least thirty (30) days prior to the Reduction Effective Date.
2. The published Notice, numbered sequentially by calendar year and Notice of Vacancy/Reduction/Realignment number, will specify the anticipated Vacancies/reductions by Position, Notice posting date, and Award dates. The closing date and time shall be posted on the Notice and shall not be less than ten (10) days from the date and time the Notice was posted on the Company's web site if the Notice includes only a single class for a Category, and fourteen (14) days from the date and time the Notice was posted on the Company's web site if the Notice includes multiple class dates for any Category ("Multi-Class Bid").
3. The Award date shall not be later than fourteen (14) days from the close of the Bid. If staffing circumstances change after the posting of a Notice, the Manager of Crew Planning shall post (on the Company's web site and in the Domiciles) a revised Notice that accurately reflects the Vacancies and/or reductions. The revised Notice(s) must remain open for no less than forty-eight (48) hours, and, if the revision occurs at the end of the original (or revised) Notice period, will extend the closing date. No changes will occur after the Notice closes.
4. A Pilot will have access to computers in each Domicile and at all Training Bases. The Company will concurrently post the Notice in each Domicile.
5. No class will commence more than two hundred forty (240) days from the posting of the Notice.
6. The Company will post a Vacancy Notice and award a Position to a returning Furloughed Pilot on or before the first day the returning Furloughed Pilot reports for duty, as set forth in the Notice of Recall.

C. Position Bid System

1. The Company will maintain a file of all current bids. Each bid is a standing bid; it remains in effect until the Pilot submits a new bid. Each Pilot is individually responsible to ensure that his bid preference form is updated to accurately reflect his preference. A Pilot shall be bound by his current bid on file with the Company. Whenever the Company adds new Positions to the system, the Company will amend the bid form to include all Positions. Each Pilot will be required to submit a bid form preferencing all Positions.
2. A Pilot is not precluded from making any bid, including Positions where he has not completed all requirements for an Upgrade. However, he must have the ATP written or certificate at the time of bidding and must be able to meet the minimum qualifications established in paragraph H., below, prior to commencing training. For this purpose, the Company will assume that the Pilot will have seventy-five (75) hours per month between the time of bidding and the class date. The Pilot must possess and provide the appropriate medical certificate within ten (10) days after the Award. Age and any equipment freeze requirements must be met prior to the start of training.
3. A Pilot may change his bid at any time. A new bid becomes effective immediately upon submission of the bid preference to the Company; however, it shall not cancel or negate any Award already published based on his effective bid at the time of the Award. There is no limit to the number of bid changes that can be made.

D. Awards

1. Initial Award and Withdrawals
  - a. An Initial Award will be posted after any Notice that includes Vacancies, and the Initial Award provisions below will apply to all awarded Vacancies, including those awarded pursuant to a Realignment. The Company will post only a Final Award for a Reduction Notice. The Final Award will be posted at 1700 CT seven (7) days after the Initial Award.
  - b. A Pilot who is awarded a Vacancy or an alternate status (pursuant to paragraph D.3., below) may withdraw from his initially awarded Position at any time after the Initial Award has been published, but no later than twelve (12) hours prior to the publication of the Final Award. A Pilot who is displaced may not withdraw from an award.
  - c. After publication of the Final Award, a Pilot may only withdraw from an awarded Position:

- i. if the Pilot has a compelling reason to do so, with the approval of the Vice President of Flight Operations or his designee, or
- ii. if a Pilot can hold a Position that is ranked higher on his bid preference form provided:
  - (a) the Award is announced before the Pilot commences the training associated with the original Award, or
  - (b) the Pilot was awarded a class date in conjunction with a displacement, regardless of whether he has entered training, so long as the Pilot could not have bumped into that Position at the time of the displacement. The Company may fill the Pilot's originally awarded Position with an alternate, in accordance with paragraph D.3., below.
- d. The Company shall place alternates in any Vacancies in accordance with paragraph D.3., below.

2. Seniority and Order of Awards

- a. Vacancies will be awarded in order of seniority, and reductions shall be awarded in inverse order of seniority, in accordance with the filed preference forms, provided that the Pilot meets the prerequisites for the Position within the period described in paragraph C.2., above, and the minimum qualifications described in paragraph H., below, or unless a senior Pilot volunteers to assume a displacement, in accordance with paragraph E.1.b., below. When making awards in conjunction with a Realignment Notice, the Company shall ensure that all Vacancies are filled by seniority, and that no Displaced Pilot fills a Vacancy that a more senior, non-Displaced Pilot has bid and has the seniority to hold.
- b. Vacancies/reductions created when published Vacancies/reductions are filled ("secondary Vacancies or reductions") will be filled in seniority order or inverse seniority order, in accordance with paragraph D.2.a., above, through preferences indicated in the standing bids. Secondary Vacancies/reductions created by filling primary Vacancies/reductions, and the Pilots who are awarded such secondary Vacancies/reductions, will be indicated on the Awards.
- c. Reinstatement Rights

Any Pilot who has been Displaced shall have reinstatement rights to the Position from which he was Displaced for ninety (90) days from the last day

prior to the effective date of his subsequent Position until the Final Award. The reinstated Pilot shall commence training (if necessary) for the Position from which he was Displaced in accordance with his seniority.

- d. A senior Displaced Pilot will be awarded a Vacancy before a junior Pilot with reinstatement rights on the same Realignment award.
- e. If no Pilot bids a posted Vacancy in a Position, the Position may be assigned to the junior Pilot meeting the minimum qualifications (i.e., as specified in paragraph H., below).

3. Alternates

- a. The Company will designate a reasonable number of Pilots as “alternate” awardees (in accordance with the Pilot’s bid form and seniority) who may be used to replace Pilots who have resigned or withdrawn from a class, or who may be added to a class due to the unforeseen availability of additional simulator time in conjunction with all Multiple Class Vacancy or Realignment Awards. Alternates will be named on the bid award and the word “alternate” will appear next to the Pilot’s name. The Company will initiate the process of filling an opening(s) as soon as it becomes aware of the opening(s).
- b. The alternates will be contacted by the Company to determine whether the Pilot is willing to report for class on short notice in the event an opening occurs. If a Pilot does not wish to report on short notice, his name will be set aside.
  - i. If a Pilot chooses to make himself available on short notice, it will be expected that he will attend the class if the Company contacts him at least ten (10) days prior to the class date. If the Pilot is contacted later than ten (10) days prior to the class date, the Pilot will decide whether he wishes to attend the class or not, and he will be handled in accordance with paragraph D.3.b.ii., below. A Pilot will be given at least forty-eight (48) hours from the time he is contacted or left a message by the Company to make this decision.
  - ii. A Pilot awarded a Position as an alternate who has five (5) or less days’ notice of his class date shall have his schedule revised, if necessary, to include three (3) consecutive Days Off or, if less than three (3) days’ notice is provided, the time remaining until the class starts. The three (3) day period shall be the last three (3) days immediately prior to the commencement of class, unless the Company cannot release all of the Pilots during that time period. In such case, the three (3) day periods may be staggered in the five (5) day period, but at least one (1) Pilot

shall be awarded the last three (3) days if there are three (3) or fewer Pilots being released, and at least one (1) in three (3) for each grouping of three (3) thereafter. The Pilot will be paid for any Trips lost during the three (3) day period. Travel days shall not be considered as Days Off.

- c. If a Pilot is used as an alternate, the Company will publish an amended Award that will reflect the Pilot's permanent award to the Position.
- d. A Pilot's designation as an alternate is valid for the Vacancy or realignment bid on which he is awarded "alternate" status only, and shall in no way affect any future award.
- e. A Pilot may receive an award for a Position and be designated as an alternate for a Position that is higher on his bid form.

**Example:** A CRJ-200 First Officer is awarded a CRJ-200 Captain position. On the same bid award, he is also designated as an alternate CRJ-900 Captain. If the Pilot has not commenced CRJ-200 training, the Pilot will be awarded the CRJ-900 Position if an opening occurs that he can hold.

- f. The failure of a Pilot to agree to be used as an alternate will not alter the Pilot's status as a bypassed Pilot and such Pilot will continue to receive bypass pay in accordance with the provisions of the Agreement.

#### 4. Minimum Notice for Class Dates

A Pilot awarded a new Position will not be required to report for class sooner than ten (10) days following the posting of the Award of his class date.

#### 5. Challenges to Awards

Awards will be announced in a published Award. Any Pilot who believes there is a discrepancy in the Award must inform the Manager of Crew Staffing no later than fifteen (15) days following the posting of the Award, and such Pilot is encouraged to advise the Manager of Crew Staffing as soon as possible within that time period. Any error will be promptly corrected.

#### 6. Assignment of Class Dates

##### a. Definitions

- i. "Short Course" shall mean either a Requalification or Differences Training course that is less than a full Initial Qualification training event.

- ii. "Long Course" shall mean all other qualification training.
- b. Class Date Award

The Company will assign class dates to all Pilots who require training for a new Position. If the assigned training conflicts with the Pilot's awarded scheduled vacation, the Pilot will choose among the options offered in Section 7.K.2. The Class Date Award will be posted within thirty (30) days of the posting of the Final Award.

- c. Order of Class Date Awards

A class date assigned to a Pilot who has been awarded a new Category, but who has not been Displaced, shall be in accordance with seniority (i.e. the most senior pilot(s) will attend the first class, and the next most senior will attend the second class, and so on), except that the Company may elect to bypass a Pilot(s) in accordance with paragraph I., below. A class date assigned to a Pilot who has been awarded a new Category, and who has been Displaced shall be in inverse order of seniority when the Pilot is moving to a lower paying Category, and in seniority order when the Pilot is moving to a higher paying Category, except that the Company may schedule a Pilot for training based upon the Category the Pilot occupies prior to commencing training as well as the Category the Pilot has been awarded.

- d. Multi-Class Award / Movement of Pilots Between Classes

In conjunction with a Multi-Class Bid, the Company may fill openings in earlier classes, or reschedule Pilots from later classes to earlier classes from among the Pilots who have received awards in the same Category, in accordance with the following provisions:

- i. The Company will solicit volunteers in seniority order and must do so prior to placing an alternate in a class. The Company will contact Pilots by calling the Pilot's primary phone number. If the Pilot does not answer the call, the Company will leave a message on the Pilot's primary phone number to advise the Pilot of the opening. In addition, the Company will issue a CrewTrac message, and will also post the same message on a designated area of the Company's website at or before the time the Company begins making phone calls to Pilots. The Company shall set a closing time for the Pilots to respond not sooner than forty-eight (48) hours from the time notification is issued. The opening will be filled by seniority.
- ii. A Pilot (other than an alternate) will have the two (2) Calendar Days

prior to the start of training off without any loss of pay. A Pilot who is an alternate will be provided Days Off in accordance with paragraph D.3., above.

- iii. If the needs of the Company require the award of a Position to an alternate, in accordance with paragraph D.3., above.:
  - (a) The Company shall solicit volunteers from among the Pilots who received awards in the same Category to take the open seat in a class, in accordance with paragraph D.6.d.i., above;
  - (b) The alternate Pilot shall be placed in the class opening remaining after all voluntary changes to class dates have been made.
- iv. If the changes involve only the reordering of Pilots who have received class date awards (i.e., alternates will not be considered):
  - (a) The Company shall solicit volunteers from among the Pilots who received awards in the same Category to take the open seat in a class, in accordance with paragraph D.6.d.i., above;
  - (b) [Inadvertently left blank]
  - (c) If no Pilot volunteers to change his class date, the Company may fill the opening by requiring the most junior Pilot to attend, provided the Pilot is advised of his rescheduled class date at least ten (10) days prior to the class date.

## 7. Sequencing of Training

The Company must commence all of the training associated with the displacements on an earlier Notice before commencing training for Vacancies or displacements on a later Notice in the same Category for which the Displaced Pilots are training.

## 8. Cancellation of Awards

- a. Except as provided below, following the publication of a Final Award, there shall be no cancellation of any Vacancy, Realignment, or Reduction Award or portion thereof.
- b. A Vacancy awarded to a Pilot cannot be cancelled after the Pilot completes training or his Effective Date, whichever occurs first. A class will not be cancelled after any Pilot in that class has completed training or his Effective Date, whichever occurs first.

c. Cancellation of a Realignment or Reduction Award

The Company may only cancel a Realignment or Reduction Award if it cancels the Award and any subsequent Awards in their entirety, before any Effective Date associated with the Award(s), and all Pilots are returned to their previously-awarded positions. A Pilot returned to his previously awarded Position will be handled in accordance with paragraph D.8.d.iv., below.

d. Cancellation of a Vacancy Award

For purposes of this subsection D.8., an “Affected Pilot” is a Pilot whose Position on a Vacancy Award is canceled and whose seniority and bid preferences at the time of his original Award would have allowed the Pilot to hold a Position associated with a subsequent Vacancy Notice issued before the cancellation of his Award or in another Vacancy associated with the canceled Vacancy Award. The objective of the following paragraphs is to restore an Affected Pilot to a Position he would have held had his cancelled Position not been awarded.

i. Partial Cancellations

If the Company partially cancels a Vacancy Award or training classes associated with a Vacancy Award, the Company shall cancel the classes in inverse order of class date, starting with the class scheduled to start on the latest date. In addition, if the Company partially cancels a class, the Company shall cancel Pilots within the class in inverse order of seniority.

ii. Return to Previous Position for an Unaffected Pilot

When the Company cancels a Pilot's Vacancy Award and the Pilot is not an Affected Pilot, he shall be returned to his previously awarded position.

iii. Treatment of Affected Pilot

The Company may, following the publication of a Final Vacancy Award (Single or Multi-Class), cancel part or all of the Vacancy Award provided the Affected Pilots are offered the following protections:

- (a) An Affected Pilot shall be returned to his previously awarded Position, or at his option the Pilot will be awarded a different Position associated with a subsequent Vacancy Notice issued before the cancellation of his Vacancy Award or in another



Vacancy associated with the canceled Vacancy Award that he could have held based on his seniority and bid preferences at the time of his original Award or at the time of the subsequent Notice, as applicable.

- (b) When an Affected Pilot is awarded a different Position, the Company may remove, on a one-for-one basis, Pilots with the same Position award, in inverse order of seniority. A Pilot who is removed shall be treated as though his Vacancy Award was cancelled and will also become an Affected Pilot. Any further removals shall be treated in a like manner.
- (c) If the training class for the different Position that the Pilot's seniority would have permitted him to attend has been completed or is already in progress, the Pilot will be considered bypassed and will receive bypass pay associated with that Position as provided in paragraph I.1., below. If the training class is scheduled to commence within three (3) days of the Pilot being notified of the cancellation, the Pilot may elect to be bypassed or attend the training class.

iv. Return to Previous Position – Scheduling

When a Pilot is returned to his previously held Position, he will be given a schedule in accordance with Section 25. If the Pilot so requests, he shall be granted three (3) consecutive Days Off in Domicile prior to commencing flying. The days off shall not count towards the Pilot's minimum days off and his guarantee shall not be prorated.

9. Training Delay after Award

The Company will not delay the displacement of an individual Pilot(s) for any reason unless the Association agrees to the delay in writing. The Association's agreement will not be unreasonably withheld. If the Company delays a training class within any Award, it will maintain the awarded order of classes for the same Category.

10. Furlough Rescission after Award

If after the Award of a Realignment or Reduction Notice, but prior to the effective date of the Furlough, the Company rescinds some or all of the Furloughs, the affected Pilot(s) will be placed in his last awarded Position.

11. Pilot Requested Delay of Training Due to Written Offer of Employment

- a. A Pilot who requests a delay of training due to having received a written offer of employment (or other verification acceptable to the Company) from another airline will present such documentation to the Manager of Crew Planning. Such documentation should be presented to the Company as soon as practical, but in no case later than the later of the closing of the Vacancy bid which would award the Pilot a new Position or at least thirty (30) days prior to the Pilot's class date. Along with the offer of employment, the Pilot must submit a written request to forego training in accordance with the terms set out herein.
- b. If the Company grants the Pilot's request to forgo training, and the Pilot is awarded a Position which would require training, his name on the Vacancy Award shall contain the notation "training delayed." The Company's decision on whether to grant the Pilot's request will be based upon the projected time until the Pilot's resignation date and the operational needs of the Company.
- c. The Pilot will continue to fly in his current Position, but will commence being paid in accordance with the pay rate established for the Category for which his training is delayed as soon as the first Pilot on the same Vacancy Award class qualifies for the same Category.
- d. In the event that the Pilot does not resign in the anticipated time frame, the Company may require the Pilot to attend training for the Position for which his training was delayed. Such Pilot will have no less than ten (10) days' notice of the training class, unless he agrees otherwise. A Pilot will be released from the requirement to attend the next training class for sufficient personal hardship reasons, provided he attends a subsequent training class.
- e. The Pilot will keep the Company advised with respect to his anticipated resignation date, including any changes or delays that might occur. Should the offer of employment at another airline be withdrawn, the Pilot will immediately notify the Company, and he will be scheduled to attend training in accordance with paragraph D.11.d., above.

12. Pilot Requested Delay of Training Due to Potential Employment Elsewhere

A Pilot awarded a class date who subsequently wishes to withdraw because of potential employment elsewhere may request a withdrawal by making a personal request to his Chief Pilot. The Chief Pilot will evaluate the circumstances and decide whether to permit the withdrawal. If the Pilot is withdrawn, any future Vacancies that he bids will be awarded without regard to his having previously withdrawn pursuant to this provision. A Pilot who is withdrawn from a class

pursuant to this paragraph (and not paragraph D.11.d., above) will not be entitled to any additional pay as a result of such withdrawal.

13. New Hires

A Pilot in new hire training will bid and be awarded a Position no later than the last day of Ground Training. In the event of a Vacancy with a single class date, no new hire Pilot will be awarded a Position unless it has been made available for bid by all line Pilots within the previous thirty (30) days. In the event of a Vacancy with multiple class dates, no new hire Pilot will be awarded a Position unless it has been made available for bid by all line Pilots within the previous two hundred forty (240) days, except that new hire Pilots who were not eligible to bid in a previous Vacancy or Realignment Award conducted pursuant to Paragraph B., above, shall be awarded a new Domicile in accordance with such Pilot's standing bid, provided that no training is required, before such Position is awarded to a more junior new hire Pilot. The time periods noted above will be measured from the closing date of the system-wide Vacancy bid until the date the Positions are awarded to the new hires.

E. Displacement

1. A Pilot who is Displaced from his permanent Position may displace the most junior Pilot in any Position provided he is senior to such Pilot. Such Displaced Pilot(s) will be entitled to occupy any Position to which his seniority entitles him, and he will attend training for the Position that he is displacing into in accordance with this Section.

- a. The Company may, at its discretion, award secondary displacements. However, a Displaced Pilot will only be awarded a Position in which there would be a Pilot junior to him if secondary displacements had been effectuated.
- b. However, a senior Pilot who holds the same Position as a Displaced Pilot junior to him may assume the displacement entitlement of the junior Pilot. The senior Pilot will be required to utilize the junior Pilot's seniority on such bid. A Pilot will notify the Manager of Crew Staffing of his desire to assume a displacement, in accordance with the directions on the Realignment or Reduction Notice. A Pilot may make his volunteer status contingent upon his ability to obtain a particular Position.

2. Pay Protection for Displaced Pilots

- a. A senior Pilot who Displaces into a lower paying Category sooner than a more junior Pilot displacing to any lower paying Category will continue to be

paid at the rate of his previous Category until such time as all junior Pilots (excluding Pilots holding phantom Positions, Pilots on a leave of absence, or a Pilot failing to qualify in a new position) complete qualification for their new lower paying Category or are Furloughed. Following the Award, the Company will publish a list of the Pilots who qualify for pay protection. If a junior Pilot's class or Furlough date is delayed, the actual class or Furlough date will be used to calculate the pay protection period.

- b. A senior Pilot who is displaced into a higher paying Category, and who is placed into a later class than a junior Pilot who is awarded the same Category pursuant to the same Award, will begin receiving the higher rate of pay on the same date a Pilot junior to him qualifies in the new Category, but no later than eight (8) weeks after the junior Pilot commences training (on a one-for-one basis).

F. Temporary Positions

- 1. A Vacancy in a Position which is anticipated to exist for ninety (90) consecutive days or less is a temporary Vacancy or Temporary Duty Assignment ("TDY").
- 2. Bidding TDY Positions in Advance of Monthly Bids

When time constraints allow, the Company will conduct a TDY bid as follows:

- a. The Company will issue a notice in the Early Bid that will indicate which Domicile is open to TDY Pilots, which Domiciles will allow Pilots to bid for the TDY assignment, and the anticipated maximum number of Pilots in each Domicile eligible to be awarded a TDY assignment.
- b. This notice will be posted in a manner identical to a permanent Vacancy bid, and shall close no sooner than the close of the Early Bid.
- c. A Pilot who wishes to bid for the TDY assignment will do so on a form provided by the Company.
- d. The TDY bid will be awarded by seniority, and the Award will be issued concurrent with the posting of the Monthly Bid Packages.
- e. A Pilot who is awarded a TDY assignment shall bid a schedule in his TDY Domicile only, and will not be eligible to bid a schedule in his permanent Domicile. The TDY Domicile schedules will be provided to the Pilot(s) awarded the temporary Vacancy.
- f. The TDY'd Pilot(s) will be placed on the Monthly Bid Package of the Domicile

to which a Pilot(s) will be TDY'd in system seniority order.

- g. Final Line Awards will be awarded in accordance with a Pilot's system seniority.

3. Bidding TDY Positions at the Same Time as Monthly Bid

When the Company does not have sufficient time to conduct a TDY bid in advance of the Monthly Bid, a notice will issue with the Monthly Bid Package that indicates which Domicile is open to TDY'd Pilots, which Domiciles will allow Pilots to bid for the TDY'd Positions, and how many TDY's are available in each affected Position.

- a. The Company will open the TDY bid as soon as practical, but no later than the opening of the Monthly Bid.
- b. A Pilot who wishes to bid for the TDY assignment will do so by indicating his desire to bid for the TDY Positions on the Company website.
- c. The TDY Positions will be awarded by system seniority. The TDY bid will close at 1200 CT on the 13th of the Month, and the Award will be issued no later than 1400 CT on the same day.
- d. A Pilot awarded a TDY Position will be notified by a posting on the Company website.
- e. A Pilot who is awarded a TDY Position will have his Position information updated in PBS, and will be able to modify his PBS bid for the TDY Position.
- f. Final Line Awards will be awarded in accordance with a Pilot's system seniority.

4. Unbid TDY Positions

If no Pilot bids a temporary Vacancy it will be assigned to the junior available and qualified Pilot.

- 5. For the purposes of this paragraph F., "qualified" shall mean a Pilot who has completed OE and who does not require a proficiency check in order to fly in the temporary Position.
- 6. For the purposes of this paragraph F., "available" shall mean a Pilot in whose Position there are more Pilots than necessary to cover the required regular, reserve, Build-Up, CNO, and CDO/SDT lines.

7. TDY Per Diem, Lodging and Travel
  - a. A Pilot filling a temporary Vacancy away from his Domicile will be paid per diem for the period starting at 0001 on the first day of the Month through 2359 on the last day of the Month, except for periods of vacation or other leaves of absence.
  - b. A Pilot filling a temporary Vacancy away from his Domicile will, at his request, be provided with lodging at the TDY Domicile, except:
    - i. The Pilot will not be provided lodging at the TDY Domicile for any nights the Pilot is away from the TDY Domicile on an overnight trip, as long as the Company has arranged for baggage storage at the TDY Domicile hotel. This exception does not apply to a Pilot on a CDO/SDT trip or a Pilot assigned a Reserve Line.
    - ii. The Pilot will not be provided lodging at the TDY Domicile for any nights the Pilot is away from the TDY Domicile other than on an overnight trip, as long as the Company has arranged for baggage storage at the TDY Domicile hotel.
    - iii. The Pilot will not be provided lodging at the TDY Domicile for any nights the Pilot is on vacation or leave of absence, but the Pilot will be provided with lodging, upon request, for the night before the vacation or leave begins, and the night before the pilot returns to duty.
  - c. A Pilot who voluntarily bids for a TDY assignment will be provided a positive space pass to and from his TDY assignment, and a Pilot who is involuntarily awarded a TDY assignment will be deadheaded to and from his TDY assignment in accordance with Section 8.C.2. In addition, a TDY Pilot may elect to be provided positive space travel to and from his Domiciles two (2) times during each TDY month.
  - d. Subparagraphs F.7.a. through c., above, shall not apply to a Pilot who volunteers for a temporary Vacancy whose actual residence is within fifty (50) miles of the airport where the temporary Vacancy exists.
8. Temporary bid holders or assignees will be Displaced from their temporary Domicile prior to permanent Line holders at that Domicile, irrespective of their seniority.
9. When the holder of a permanent Position cannot fly in the Position (e.g., because he has not completed the necessary training), the Company may assign a Pilot as provided in paragraph F.2., above, to cover the Position, not to exceed ninety (90) consecutive days.

10. When the Company determines that a temporary Vacancy exists, the Company shall inform the Association of the reason for such temporary Vacancy and the anticipated duration.

G. Equipment Freezes (as modified by LOAs 47, 70, 73 and 91)

1. The Company may waive any or all equipment freezes on a uniform and non-discriminatory basis.
2. A Pilot who is involuntarily Displaced shall not be subject to a freeze.
3. A Pilot may bid and be awarded a change in Domicile at any time.
4. A Pilot subject to an equipment freeze will be released from such freeze to prevent the hiring of a Captain off the street.
5. Upgrade Training
  - a. A First Officer may not be awarded a change in Category (Status and/or equipment) until:
    - i. Upgrade to Captain; or
    - ii. Eighteen (18) months from date of hire, to attain another First Officer position, except that if the Company opens a new Domicile that was not available for bid at the time the Pilot bid his current Position and requires an equipment change, the Pilot will be eligible to be awarded a Position in the new Domicile.
  - b. A First Officer will be eligible to upgrade to Captain while subject to an equipment freeze, except when that freeze was a result of an unsuccessful Captain Upgrade training event (Section 11.C.).
  - c. A First Officer who upgrades to Captain will be subject to a twelve (12) month equipment freeze.

**NOTE:** This provision will become effective on January 1, 2018 and any First Officer hired in the previous eighteen (18) months will be subject to the remainder of the freeze from that Pilot's date of hire.

6. Voluntary Bid to Same or Lower Paying Category

A Pilot who voluntarily bids for and successfully completes training for a Category that pays the same or a lower rate of pay as the Category held by the Pilot at the

time of the Award shall be subject to a twenty-four (24) month equipment freeze.

7. Voluntary Bid to Higher Paying Category

A Pilot who voluntarily bids for and successfully completes training for a Category that pays a higher rate of pay as the Category held by the Pilot at the time of the Award shall not be subject to a freeze, except as stated in paragraph G.5.b., above.

8. A Pilot who is involuntarily displaced and who undergoes Requalification Training shall not be subject to any freeze in the Category for which he requalifies, regardless of the pay. In addition, a Captain who is Displaced to First Officer will not be subject to a freeze in the first Captain position in which he qualifies following the displacement to First Officer. (LOA 73)

**Example 1:** A CRJ 200 CA is Displaced to First Officer and is subsequently eligible to be awarded CRJ 900 CA. Such Pilot will not be subject to any freeze in conjunction with that training.

**Example 2:** A CRJ 900 CA who was previously qualified as a Captain in the CRJ 200 voluntarily bids (not Displaced) to a CRJ 200 Captain Position. The Captain will incur a 24 month freeze.

**Example 3:** A Captain is Displaced from a CRJ 200 CA Position to another Category and later bids back to a CRJ 200 CA Position. The Captain will not be subject to a freeze.

**Example 4:** A Q400 Captain is displaced to First Officer, and subsequently is awarded a CRJ-200 Captain Position. The Captain will not be subject to a freeze.

9. A freeze will commence on the first (1st) day following the eighth (8th) week after a Pilot's class date or when the Pilot actually completes training, whichever is sooner. A freeze will not prevent a Pilot from being awarded a new Category with a class date after the expiration of the freeze, even though the award may occur prior to the expiration of the freeze.
10. A Pilot who is subject to a freeze and who takes a leave of absence of at least three (3) months will have the expiration date of the freeze extended by the amount of time the Pilot was on leave. However, the Pilot will not incur an additional freeze for undergoing Requalification Training.

**Example:** A Pilot begins a 24-month freeze on January 1, 2013. He takes a leave from July 1, 2013 to December 31, 2013. The freeze would



continue through June 30, 2015.

11. A Pilot shall be released from a freeze if the Company acquires an aircraft that falls into a Category in which there were no aircraft at the time the Pilot bid his current Position, and the Pilot could hold a Position in such Category were he not subject to a freeze.
12. Impact of Freezes on SSP Interviews and Eligibility for a Class Date at Delta (LOA 70)
  - a. A Pilot subject to an equipment freeze as a result of Upgrade Training who would otherwise be eligible for a Streamlined Selection Process ("SSP") interview at Delta will be released from the freeze to participate in the SSP interview process.
  - b. A Pilot holding an SSP Conditional Job Offer ("CJO") from Delta, but who is subject to an equipment freeze as a result of Upgrade Training pursuant to Section 24.G.5.b., above, will be released from the Section 24.G.5.b. freeze in order to accept a class date associated with his CJO from Delta, provided he is otherwise eligible under paragraph 2.b. of the Bridge Agreement and provided that six (6) months have elapsed since the date the freeze commenced, subject to paragraph 12.b.i., below and in accordance with paragraph G.9., above. If the affected Pilot is displaced from his Captain position, the upgrade freeze will not be deemed to be in effect in accordance with paragraph G.2., above.
  - i. A Pilot whose six (6) month requirement, as described in paragraph G.12.b., above, would terminate within fourteen (14) days after a Delta class that he would otherwise be eligible to attend shall be deemed to have served his six-month requirement and will be permitted to attend such class at Delta, provided that the Pilot resigns no more than seven (7) days prior to the class date and within fifteen (15) days of the scheduled termination of the six (6) month requirement.

**Example 1:** By operation of Section 24.G.9., a Pilot has a freeze commencement date of October 1, 2016. He would, therefore, be eligible to be released from his freeze for purposes of accepting an SSP class date with Delta any time after April 1, 2017. However, pursuant to paragraph G.12.b.i., above, the Pilot is released to accept a class date of March 24, 2017, provided the pilot resigns with an effective resignation date no earlier than March 17, 2017.

**Example 2:** By operation of Section 24.G.9., a Pilot has a freeze

commencement date of October 1, 2016. He would, therefore, be eligible to be released from his freeze for purposes of accepting an SSP class date with Delta any time after April 1, 2017. However, the Pilot takes a Medical Leave from December 1, 2016, through March 1, 2017. In accordance with Section 24.G.10., he would not be eligible to be released from his freeze for purposes of accepting an SSP class date with Delta until July 1, 2017. However, pursuant to paragraph G.12.b.i., above, the Pilot is released to accept a class date of June 17, 2017, provided the pilot resigns with an effective resignation date of June 16, 2017.

- ii. A Pilot who holds a CJO and who is awarded a Captain position that will incur a 24.G.5.b. freeze will be permitted to withdraw from the Captain award if the upgrade class date awarded to the Pilot occurs more than thirty (30) days after the Final Award. The Pilot must provide notice to Crew Planning no later than seven (7) days following the Class Date Award (with a deadline of 1700CT) if he wishes to exercise this option, and the Pilot will be replaced by an alternate in accordance with paragraph D.3., above.
- iii. The Company will provide the following information in conjunction with the publication of any Notice that includes vacant Captain Positions:
  - (a) The average duration of upgrade training, including OE, based upon the last six (6) months of experience; and
  - (b) The total number of Captains who hold CJOs and the total number of First Officers who hold CJOs, broken down by selection month. First Officers will be given information upon request to an SSP Ambassador as to their position by seniority for the month in which they were selected.
- iv. A Pilot subject to an equipment freeze pursuant to Section 24.G.6. (Voluntary Bid to Same or Lower Paying Category) who would otherwise be eligible for an SSP interview at Delta, or to move to Delta after having received a CJO, will not be released from said freeze, and will not be eligible to move to Delta until such time that said freeze expires or is otherwise waived by the Company under Section 24.G.1.

H. Minimum Qualifications

- 1. The only minimum qualifications that shall be established are the following

minimum qualifications for Upgrade to any Captain position.

- a. Twenty-five hundred (2,500) total flight hours, and
- b. At least one thousand (1,000) flight hours at the Company at the Company.

NOTE: The Company will assume that the Pilot will have seventy-five (75) hours per month between the time of bidding and the class date, in accordance with paragraph D.2., above.

2. If no Pilot meets the minimum requirements needed to qualify for a Vacancy, or if no Pilot bids to fill the Vacancy who meets the minimum requirements, the Company shall fill the Vacancy by reducing the minimum experience levels until such time as it has a sufficient number of Pilots to fill the vacant position(s). The Company shall only reduce the Company flight hours requirement once it has reduced the total hours requirement by the same or a greater percentage. If the Company has reduced the requirements to the level that all Pilots on the property have been eligible to be awarded the Vacancy, and the Vacancy has still not been filled, then the Company may fill the Vacancy in accordance with paragraph D.2.e., above, or with a new hire Pilot.

I. Bypass Provisions

1. When the Company elects to place a junior Pilot into training ahead of a senior Pilot who has been awarded the same position, whether in a single class or multi class bid, the bypassed Pilot will be compensated at the rate of the new position, if higher, commencing when the bypassing Pilot successfully completes training, or if the bypassing Pilot does not successfully complete training, eight (8) weeks after the date the bypassing Pilot entered training. The bypassed Pilot's pay and benefits will be calculated from his total pay/credit in the Category he continues to fly.
2. In order to be eligible for bypass pay:
  - a. The Pilot must be available to attend the class for which he was bypassed, and;
  - b. The Pilot must attend the next available training class, and;
  - c. A Pilot who fails to qualify in the Position for which he was bypassed will revert to the rate of pay of his previous position.
3. A Pilot will not be bypassed for a Position for longer than one hundred twenty (120) days, calculated from the first day of the training class for which he was bypassed to the first day of his actual training class (except by mutual agreement) or the last

class scheduled for the Category for which the Pilot is being bypassed on the same Award, whichever occurs later. A Pilot whose bypass is limited by the 120 day provision above, and who is being compensated at the rate of the new position, in accordance with paragraphs I.1. and I.2., above, may be bypassed until the first training class after the one hundred twenty (120) days but may not be bypassed for more than one hundred fifty (150) days.

4. A Pilot who is unable to attend the next available training class for sufficient personal hardship reasons will be released from this requirement provided he attends a subsequent training class. If less than sixty (60) days remain in the bypass period when the Pilot returns, the Company will have sixty (60) days to place the Pilot into training. A Pilot returning from a medical leave of absence will be subject to the ninety (90) day return provision of Section 13.C. In the event that the equipment that the Pilot flew prior to the leave is no longer available to him, the Pilot will be paid the minimum monthly guarantee. See the charts at the end of this Section 24 for example.
5. When the Company does not place the bypassed Pilot in a training class before the expiration of the bypass period, the Company will not require the Pilot to fly and the Pilot will be paid his minimum monthly guarantee until he enters training.
6. The Final Vacancy Award will designate each bypassed Pilot, the junior Pilot who is bypassing him, and the date that the bypass will expire.
7. Any freeze imposed on a bypassed Pilot will be calculated in accordance with the dates identified in paragraph I.1., above.

J. Position Changes When No Training is Required

1. When no training is required, Pilots in the same current Position will actually commence flying in their new Positions in accordance with their seniority in their current Positions.
2. When no training is required, a Pilot will have an effective date (and will actually commence flying in the new Position) not later than the first day of the Bid Period following commencement of the last class associated with the Award.

K. Phantom Positions

1. A Pilot who holds a phantom Position and who no longer desires to occupy the phantom Position will amend his bid form so that the phantom Position is listed below other Positions the Pilot is eligible to be awarded, by seniority. Such Pilot will not be released from the phantom Position until he actually receives an award to a different Position.

**Example:** A Pilot is flying as a DTW CRJ-200 Captain. He holds a DTW CRJ-900 Captain phantom Position. He no longer wishes to become a DTW CRJ-900 Captain, but wishes to bid back to DTW CRJ-200 Captain, or CRJ-200 Captain in another Domicile. His bid form should read as follows:

1. DTW CRJ-200 CA
  2. MSP CRJ-200 CA
  3. JFK CRJ-200 CA
  4. DTW CRJ-900 CA
  5. all remaining Positions
2. A Pilot who holds a phantom Position and who is flying in the Position he held prior to the Award of his phantom Position (“previous Position” or “previous Category”) while awaiting training is entitled to change Domiciles in his previous Category without affecting his right to the phantom position. A Pilot who wishes to change Domicile must submit a bid card showing his Domicile preferences for his previous Category, and the Pilot must continue to list his phantom Position above his previous Position. In addition, the Pilot must notify the Manager of Crew Resources, in writing, that he wishes to change Domiciles in accordance with the preferences listed on his bid form. This notice must be given prior to the close of the Vacancy/Realignment/Reduction bid.

**Example:** A Pilot is flying as a DTW CRJ-200 Captain. He holds a MEM CRJ-900 Captain phantom Position. Prior to going to CRJ-900 training, the Pilot wishes to change Domiciles and go to MSP. His bid form should read as follows:

1. MEM CRJ-900 CA
  2. MSP CRJ-200 CA
  3. DTW CRJ-200 CA
  4. all remaining Positions
3. In the case of a bypassed pilot who takes a leave of absence, the following chart will apply:

<b>FILLING OF VACANCIES</b> <b>(Bypassed Pilot takes leave after bypassing Pilot qualifies)</b>					
February 1	April 1	April 15	May 1	May 30	June 1
Class	Bypassing Pilot qualifies	Bypassed Pilot goes on leave	Next class	Bypassed Pilot's equipment leaves property	Bypassed Pilot returns
	Bypassed Pilot starts pay at new rate				Company has 60 days, or the remainder of the bypass period to put Pilot in training, whichever is greater. Prior to entering training, Pilot is paid monthly guarantee at rate of bypassed position

<b>FILLING OF VACANCIES</b> <b>(Bypassed Pilot takes leave before bypassing Pilot qualifies)</b>		
February 1	February 15	May 1
Class	Bypassing Pilot in class, not yet qualified	Bypassed Pilot returns – Company has 60 days, or the remainder of the bypass period to put the Pilot in training, whichever is greater. Pilot remains at pay rate of previous Position until he is qualified in the new position
	Bypassed Pilot goes on leave, still at pay rate of previous position	

## SCHEDULING

### A. Staffing

The Company shall staff each Position with a sufficient number of Pilots to cover all known flying, vacation, normal sick leave levels, scheduled training, Company-related business and known leaves of absence.

### B. Bid Year (LOA 33.M.1.)

1. For scheduling, bidding and pay purposes, a Bid Year shall consist of twelve (12) Bid Periods, each containing no less than twenty-eight (28) days and no more than thirty- two (32) days. Each Bid Year shall begin on or after December 31 and end on or prior to January 1.
2. No later than November 1 each year, the Company will publish the projected start and end dates of all Bid Periods for the following Bid Year. The Company may alter the end date of a Bid Period but must post the new end date for that altered Bid Period in a crew message and on the Company website no later than three (3) days prior to the Early Bid for that altered Bid Period. The Company shall also publish the new end date for that altered Bid Period in the Early Bid Package and Monthly Bid Package for that altered Bid Period.

**Example:** The Company elects to alter the August Bid Period from August 1- August 29 to August 1-August 30 (end of August affected). The change must to be posted by July 1 and published in the Early and Monthly Bid Packages for the August Bid Period.

**Example:** The Company elects to alter the August Bid Period from July 30- August 27 to August 1-August 29 (ends of July and August affected). The change must to be posted by June 1 and published in the Early and Monthly Bid Packages for the July Bid Period.

### C. Scheduling Committees

#### 1. Preferential Bidding System ("PBS") Committee

The PBS Committee will be comprised of members from both the Association and the Company. Each party will identify no more than two (2) representatives to serve on the PBS Committee. The PBS Committee will be responsible for resolving conflicts between the provisions of the collective bargaining agreement and the operation of PBS. Disputes between the Association and the Company not first resolved in the PBS Committee will be resolved in accordance with Section 21.

2. Scheduling Committee

- a. The Association will establish a Scheduling Committee.
- b. The Association will select the Pilots to serve on its Scheduling Committee.
- c. Each Month, each Airline shall release two (2) Scheduling Committee Pilots, plus an additional Scheduling Committee Pilot for each ten (10) Positions, or portion thereof, starting with the twenty-first (21st) Position, for the purposes listed below:
  - i. To construct Pairings in concert with the Company's planning department in accordance with the Company's specified parameters. The Company shall have the final approval over the constructed Pairings.
  - ii. To attend the Pairing solution meeting.
  - iii. To run the Line awards in concert with the Company's Planning Department.
- d. Pilots on the Scheduling Committee will be compensated by the Company at the greater of five (5.0) credit hours for each day or for Trips lost due to participation on the Scheduling Committee under this Section.
- e. In order to minimize the impact of uncovered flying, the Association will provide the Company's planning department, prior to the close of the Bid Period, with the names of the Scheduling Committee members who will participate in the Pairing and Line construction process as outlined in this subsection, as well as the dates on which the Scheduling Committee members will be performing such functions.
- f. When Scheduling Committee duties fall on days in which the Pilot is released for Association business, the Company will consider those days as "on duty" for purposes of FAA rest requirements.
- g. The Company shall meet with the MEC Scheduling Committee Chairman upon reasonable request.
- h. The Scheduling Committee shall have supervised access to any automated pairing generator used by the company, while it is not in use by the Company.
- i. The Company will provide appropriate (read-only) access to all reports generated by the Company's crew scheduling / planning system to the MEC



Chairman or his designees.

D. PBS

1. PBS is the computer program used for the construction of Pilot monthly schedules. Build-Up Lines may be created through methods that do not involve PBS.
2. The Company will notify the Association in advance of any changes to PBS which affect the functionality of the Crew Interface and permit the ALPA members of the PBS Committee to provide input prior to the Company making such changes.
3. Any supporting documentation for the PBS software that was created without the consent of one of the parties shall not be offered as evidence in support of either party's position on any dispute concerning the proper interpretation of this Agreement.
4. All schedules created by PBS within a Position will be constructed utilizing the same PBS parameters. For example, the Default Line Range for a particular solution will be applied to every Pilot in the same Position.
5. Except as provided for in this Agreement or to correct an error, the Company will not alter a PBS solution or an individually awarded Line.
6. Instruction materials shall be provided to all Pilots during PBS training, and access to the PBS system shall be through the Company website.
7. The ALPA members of the PBS Committee will have direct access to the PBS vendor's technical support. The parties will share all information from the PBS vendor that is relevant to the substantive aspects of PBS.
8. The Company agrees to correct any program errors and to make any mutually agreed upon changes in a timely manner. The need for future meetings with the PBS provider will be addressed if sufficient issues warrant. The Company will include the Association's representatives of the PBS Committee at those meetings.
9. An Association representative of the PBS Committee will be permitted to attend user conferences and other conferences provided by the vendor, subject to Association Leave approval in accordance with Section 13.F.
10. The Company will use "Altitude PBS" by AD OPT or a similar product selected after consultation with the Association. The product will comply with all provisions of this Agreement.
11. No changes to the PBS programming awarding logic, including bidding

preferences, will be made without mutual agreement of the Company and the Association.

12. Changes to the PBS Planner Interface settings or any other user defined entries will not be made without first advising the Association. Such changes will comply with the provisions of this Agreement. The Company will give reasonable consideration to the Association's concerns.
13. The Company will provide PBS Planner Interface training for members of the Scheduling Committee once per year when requested by the MEC Chairman, or his designee.
14. PBS Training for Pilots

The PBS Manual and any updates to the manual will be maintained on the Company website, in printable format.

15. During initial training, the Company will give new hire Pilots an introduction, of at least one (1) hour in duration, to PBS. The course material will be mutually agreed to by the Company and the PBS Committee.
16. Technical Assistance

The Company shall establish a toll-free technical assistance telephone line for the purpose of assisting Pilots with technical problems and a toll-free telephone line for assistance with bidding. Such line(s) will be available on a schedule determined by the PBS Committee. The PBS Committee may also provide technical information through alternative methods as appropriate.

#### 17. Reports

##### a. Single Line Reports

The Single Line Report, generated by PBS, will contain a Pilot's schedule, including PBS's analysis of a Pilot's bid, whether or not a bid preference was awarded, and the final score of the Line awarded according to the Pilot's bid preferences. Single Line Reports shall be posted in the PBS Crew Interface concurrent with the Final Line Award.

##### b. Category Line Reports

The Category Line Report generated by PBS consolidates all of the Single Line Reports by Position, sorted in seniority order. Concurrent with the posting of Single Line Reports, Category Line Reports for each Position shall

be posted in the PBS Crew Interface.

c. Pay Report

A Pay Report will contain a Pilot's monthly schedule and will reflect the Pay Credit for his Final Line Award. These reports will be made available concurrent with the Final Line Award.

d. Master Schedules

Master Schedules are the reports that are a consolidation of the individual Pilot CrewTrac reports. These reports shall not be used in lieu of the Category Line Reports. Master Schedules will show the Final Line Award modifications as a result of the PVD Bid. Master Schedules will be posted on the Company website twenty-four (24) hours after the close of the PVD Bid.

18. The Company and the Association agree that, if AD OPT makes available an option that allows for a Pilot to bid utilizing non-mandatory Days Off on a CDO/SDT Line, the Company will acquire this option and implement it for Pilot use.

E. Construction

1. Trip Construction

a. Nights Away From Domicile

Trips will not exceed three (3) consecutive nights away from Domicile, except that not more than five percent (5%) of Trips, by Position, may be constructed to include four (4) consecutive nights away from Domicile (five-day Trips). Five-day Trips must be constructed with a minimum of twenty-five (25) hours of Pay Credit. Five-day Trips may exceed five percent (5%) of Trips, by Position, with the concurrence of the Scheduling Committee Chairman. (LOA.33.M.2.)

b. Block per Duty Maximization

The Company will attempt to maximize the average Block per duty and/or other similar measures of utilization to the extent possible, giving consideration to operational issues and overall costs.

c. Carry-Out Trips

The Company will build carry-out Trips that operate into the Month following the Bid Period.

- i. Carry-out Trips will follow similar patterns and numbers as any other period of the Month, except where changed by holiday and/or marketing changes.
- ii. The Block hours scheduled in the carry-out Trips should decrease from the first to the third day of the Month. The number of crews reporting for duty on the first three days of a Bid Period should be no greater than the number of crews reporting for duty on other days of the Bid Period.
- iii. Once a Pilot is scheduled for a carry-out Trip it will become part of his schedule, unless modified due to marketing changes. If a marketing change after the Trip is awarded makes it necessary to modify or change the Trip before the opening of Monthly Bidding, the Pilot will be reassigned in accordance with paragraph H.3., below. Should the last day or days of the carry-out Trip be removed by the Company before the opening of Monthly Bidding, then the day(s) shall be treated as if they had never been awarded, the original Pay Credit of the carry-out day(s) will not apply for any day(s) removed, and those day(s) will be considered as unassigned for the purpose of awarding the Pilot's next monthly schedule.

2. Line Construction

a. Open Time

- i. Prior to Bidding
  - (a) Specific Trips may be withheld from bidding for such purposes as special certification flights, special qualification flights, management and instructor flying, etc., as verified by the Scheduling Committee. The Company will meet and discuss with the Scheduling Committee the specific Trips withheld for management and instructor flying.
  - (b) Specific Trips withheld pursuant to paragraph E.2.a.i.(a), above, shall not exceed three percent (3%) of the total Scheduled Flying, by Position. All other Scheduled Flying will be made available for bidding and Line construction.
  - (c) The Scheduling Committee will publish to the Pilot group the Trips that are being withheld from the bidding process.
  - (d) A Trip withheld pursuant to paragraph E.2.a.i.(a) shall be considered Open Time but unavailable to Pilots until five (5) days

prior to the Trip's scheduled report time, at which point such Trip, if unassigned, shall be made available and placed into Open Time.

- (e) The Scheduling Committee will be permitted to review all current unassigned Trips upon request.

ii. At the Completion of Line Construction

- (a) [DELETED] (LOA 71.A)

- (b) In each Position, five percent (5%) of the total flight credit (exclusive of synthetic credit, e.g., vacation or training) must remain unassigned. Additional credit must remain unassigned until the "Credit Push" affects no more than thirty percent (30%) of Regular Line holders, by Position. "Credit Push" will mean any time PBS forces credit onto the Regular Lines despite Pilot preferences, as determined by the Scheduling Committee. However, if a Position can be solved with no Credit Push, then the five percent (5%) minimum is waived. (LOA 71.A)

**Exception:** The requirement to leave 5% of total flight credit unassigned is waived for Positions that have fewer than thirty (30) Pilots. However, this exception may not be applied to any Position for more than four (4) consecutive Bid Periods. (LOA 71.A)

- (c) Stacking of Duty Periods

No more than two (2) open Duty Periods will remain unassigned on any one (1) day unless five percent (5%) of the total credit hours, by Position, divided by the Maximum Default Line Credit equals more than two (2), then one (1) additional Duty Period will be permitted to remain open per day, for each increment equal to the maximum Default Line credit, rounded up, above two (2) times the Maximum Default Line Credit. (LOA 71.A.)

**Example:** Assume there are 130 MSP CRJ 900 Captains and the total credit is 7,200 hours. The Maximum Default Line Credit is 90 hours. Five percent of 7,200 hours equals 360 hours; 360 divided by 90 equals 4. Therefore, four open Duty Periods would be allowed to remain open each day. (LOA 71.A)

(d) Phantom Days

Phantom days (Pairings which end with a duty-off time after midnight, but before 0200) will not count toward the limit on open Duty Periods as described in this Section.

(e) Limitations on Daily Open Periods

If flying remains unassigned in accordance with paragraphs E.2.a.i. and ii., and such flying falls on the first four (4) days of the Month or on a holiday as provided in paragraph L.6.b., below, then the Duty Periods permitted to remain open on those days will be limited to one-half of the total allowed in the applicable subsection above, rounded up.

(f) Crew Planning may elect to leave more flying unassigned and/or may elect to exceed the limitation on the number of open Duty Periods in a day set forth in paragraph E.2.a.ii.(c), above, provided such action results in a Higher Point Value Solution and does not conflict with other provisions of the contract.

(g) Limitation on CDOs

If CDO flying remains unassigned in accordance with paragraphs E.2.a.i. and ii., the number of CDOs that remains unassigned, by Position, may be limited to the following:

(i) 49 or fewer CDOs – 4 CDOs

(ii) 50 to 99 CDOs – 6 CDOs

(iii) 100 or more CDOs – 8 CDOs

(h) No more than ten percent (10%) of the Scheduled Flying for the Month, by Position, will remain after construction of Regular and CDO/SDT Lines. (LOA 71.A)

(i) Pairings Withheld for OE (LOA 71.F.2.)

(i) The Company will project the total amount of OE to be accomplished in the following Month no later than the 10th of the previous month. The projection will be shared with ALPA and will include a breakdown of the OE to be conducted by training type and Pilot.

- (ii) Each month, following the completion of Regular Line construction for Captains, the Company may withhold Trips that have been awarded to Line Check Pilots from Regular Line construction for First Officers, provided:
  - (a) The total number of block hours associated with the pairings withheld is less than or equal to 75% of the total number of hours projected to be used for OE.
  - (b) The Association Scheduling Committee agrees that, subject to the Trips awarded to Line Check Pilots, the pairings withheld do not unreasonably alter the balance of:
    - [1] Weekend Trips and Weekday Trips. A "Weekend Trip" shall mean a Trip that includes Saturday and/or Sunday. A "Weekday Trip" shall mean a Trip that does not include Saturday and/or Sunday.
    - [2] One, two, three, four, and five-day Trips (not including SDTs/CDOs).
    - [3] Commutable Trips. A "Commutable Trip" shall mean a Trip that includes a report time later than noon and/or a release time no later than 1800 local time.
    - [4] Trip Report dates as they are distributed throughout the Month.
  - (c) In any Month in which the Company withholds First Officer pairings, no more than twenty-three percent (23%) of the total number of First Officer bidders, by Position, will be awarded Reserve Lines. A Pilot who completes training and who is awarded a Build-up line of reserve days will not be counted toward the twenty-three percent (23%) cap.

b. No Single Days Off

Except for the last day of the Month, all Days Off will be in contiguous blocks of two (2) or more Calendar Days. If the last day of the previous Month was a single Day Off, the first day of the new Month will be a Day Off unless the

Pilot's preference indicates otherwise. A single Day Off adjacent to a planned absence is not a violation of this paragraph.

c. SDD Month-to-Month Conflict (LOA 33.M.4.)

Except for the last day of the Month, days of duty shall occur in contiguous blocks of two (2) or more duty days. For the purpose of this paragraph a single CDO/SDT will be considered a single duty day. If the last day of the previous Month was a single duty day and if feasible, the first day of the new Month will be a duty day unless the Pilot's preferences indicate otherwise.

d. Option for Single Days of Duty (LOA 33.M.5.)

Notwithstanding paragraphs E.2.b. and E.2.c., above, a Pilot may indicate a preference to allow a single Day Off or a single day of duty to be awarded in his Line. A Pilot's preference to allow single days of duty will not be honored if the Pilot is awarded a Reserve line.

e. Notwithstanding paragraph E.2.b., above, a Pilot with less than a full Month of availability may be assigned a single Day Off at the beginning or end of his availability period.

f. Each Pilot who is eligible to bid will be awarded either a Regular, CNO, CDO/SDT, or Reserve Line.

g. PBS will be the only source for Regular, CNO, CDO/SDT and Reserve Line construction.

i. Regular Lines will contain Trips, Days Off, Planned Activities, and Trips that carry in from the previous Bid Period. Regular Lines will not contain reserve assignments.

ii. CDO/SDT Lines will consist of CDO/SDT Trips, Days Off, Planned Activities, and Trips that carry in from the previous Bid Period. CDO/SDT Lines will not contain reserve assignments.

iii. Reserve Lines will contain reserve days, Days Off, Planned Activities. They will not contain any flying assignments, except for carry-in assignments from the previous Month.

h. Line Range

A Line will not be constructed to exceed ninety (90) block hours. In addition, the maximum number of block hours in a seven (7) day period will not be less



than twenty-eight (28) hours nor more than twenty-nine (29) hours, except by mutual agreement of the PBS Committee members. The Schedule Credit range for a Regular Line will be seventy-five (75) to ninety-five (95) Schedule Credit hours (Default Line Range), subject only to the exceptions listed below. CDO/SDT Lines may credit less than seventy-five (75) hours, although the Pilot will still receive a seventy-five (75) hour guarantee. In addition, a Pilot may preference "Maximum Line Range." This preference will increase the Pilot's maximum block hours to ninety-four (94) without any maximum Schedule Credit limit. (LOA 71.C.2.)

- i. The number of hours between the low and high monthly Schedule Credit hour limitations shall not be less than fifteen (15) hours.

**Example 1:** If the Schedule Credit cap is reduced to ninety (90) hours for the Default Line Range schedules, then the minimum must not be higher than seventy-five (75) hours.

**Example 2:** If the Schedule Credit cap is reduced to eighty-seven (87) hours for the Default Line Range schedules, then the minimum must not be higher than seventy-two (72) hours.

- ii. The Default Line Range Schedule Credit cap may not be reduced below eighty-five (85) hours.

- iii. [DELETED] (LOA 71.C.3.)

- iv. The Company may reduce the minimum Schedule Credit hours to fewer than seventy-five (75) hours. However, a Pilot will still receive the minimum monthly guarantee.

- v. Following the publication of the Monthly Bid package:

- (a) The Default Line Range Schedule Credit cap shall not be lowered.

- (b) The Default Line Range Schedule Credit cap may be restored from a lower value to a higher value, not to exceed ninety-five (95) hours.

- (c) Should the Company modify the Default Line Range Schedule Credit cap; the Company will post a message on CrewWeb and in the PBS Crew Interface.

- vi. If a Pilot has a Planned Activity for a portion of a Month other than one

with Schedule Credit as listed in Section 3.T., his Line range will be prorated and his Days Off will be prorated in accordance with Appendices B and D. In order for such proration to occur, the Pilot must give the Company notice of the Planned Activity prior to the Final Line Award. If the Planned Activity has Schedule Credit value there will be no prorating of the Line or the Days Off except in the case of vacation when Days Off will be prorated.

- vii. For schedule construction purposes only, the Schedule Credit value of a Trip will be equal to the Pay Credit for the Trip, except as otherwise provided in this Agreement.
- viii. Schedule Credit for Association Leave
  - (a) For a period of up to five (5) days, each Day of pre-assigned Association Leave will have a Schedule Credit value of five (5) hours.
  - (b) For periods of six (6) days or greater, pre-assigned Association Leave will have a Schedule Credit value as determined by Association policy on a pro-rated Month basis, including pro-rated Days Off.
- ix. Only the Schedule Credits assigned to the Days of the Bid Period will be counted in the Line credit value.
  - (a) Any Schedule Credit that carries out on Days of the following Bid Period will not be counted in the Line credit value of the current Bid Period.
  - (b) Any Schedule Credit that carries in on Days of the current Bid Period from the previous Bid Period will be included in the Line credit value of the current Bid Period.
  - (c) The Schedule Credit for a Duty Period, including a CDO/SDT, with a report time in one (1) Bid Period and a release time in the following Bid Period, will be credited in the Month the Pilot reports for the Duty Period. The Schedule Credit will not be used in the following Bid Period.
- i. PBS will award each Line holder at least the minimum Days Off in Domicile as specified in Section 12.E.
  - i. Except for Long Term Training, Planned Absences that involve any

Company duty will count as duty days and will not reduce a Pilot's Day Off entitlement.

- ii. Long Term Training and Planned Absences that do not involve Company duty will have the number of available days and Days Off prorated in accordance with the Appendix D.
  - iii. A Pilot's Days Off will never be pre-assigned, except in accordance with Section 7.A.5. and except when a Pilot requests a planned leave of three (3) days or less.
- j. Lines Containing Continuous Duty Overnight (CDO) / Split Duty Trip (SDT) Assignments
- i. Pure CDO/SDT Lines
    - (a) CDO/SDTs will be consolidated into Lines consisting exclusively of CDO/SDTs (pure CDO/SDT Lines) to the maximum extent possible.
    - (b) Pure CDO/SDT Lines may contain sequences of as many as four (4) consecutive CDO/SDTs.
    - (c) Pure CDO/SDT Lines will be built around Planned Activities on a Pilot's calendar.
    - (d) If there are more CDO/SDT Lines than successful volunteers, the CDO/SDT Lines will be assigned to Reserve Pilots in seniority. A Reserve Pilot may elect to retain his Reserve Line in lieu of a CDO/SDT Line. If all the most senior Reserve Pilots elect to retain a Reserve Line, the most junior Pilots may be forced into a CDO/SDT Line.

ii. Hybrid Lines

CDO/SDTs that cannot be built into pure CDO/SDT Lines may be placed on Regular Lines ("hybrid Lines") and will be consolidated into sequences of no more than three (3) consecutive CDO/SDTs. Hybrid Lines will contain no more than a total of nine (9) CDO/SDTs. The number of hybrid Lines will be minimized to the lowest number possible.

**Example:** A hybrid Line of time may contain 3 consecutive CDO/SDTs, followed by at least 2 Days Off, followed by 3 consecutive CDO/SDTs, again followed by at least 2 Days Off, and

followed by 3 consecutive CDO/SDTs. No other CDO/SDT assignments may be performed during the Month.

k. Reserve Lines

- i. Reserve lines will be constructed to include sequences of no fewer than three (3) consecutive Reserve Days (and other assignments as appropriate such as RGS, etc.) Except as provided in paragraphs E.2.d. and E.2.e., above, Reserve Lines will contain no fewer than two (2) Calendar Days off in Domicile in any seven (7) consecutive day period, except that: 1) a Pilot may be awarded six (6) consecutive Calendar Days of duty if the six (6) day sequence includes both Reserve periods and a training/checking event. If the training/checking event is subsequently removed from the Pilot's Reserve Line, he shall be placed on Long Call Available on the days the training/checking was cancelled; 2) a Pilot preferenced and was awarded six (6) consecutive Calendar Days of duty; or 3) a Pilot preferenced and was awarded a single Day Off; or 4) a Pilot preferenced greater than six (6) consecutive Days and a single Day Off. This option may or may not be used in conjunction with paragraph E.2.d., above. (LOAs 33.M.6. and 91)
- ii. Reserve days will specify availability period start and end times.
- iii. Reserve availability periods shall be designated P1, P2, and P3. (Short Call Reserve Periods). (LOA 33.M.7.)
- iv. Excluding Positions with less than eight (8) Reserve Lines, at least fifteen percent (15%), using standard rounding, of the Reserve Lines constructed, by Position, will be Long Call Reserve Lines, and Long Call Reserve lines shall be constructed in advance of Short Call Reserves lines, with the goal of granting the preferences of the LCR Pilots to the maximum extent possible. (LOA 91)

l. Build-Up Line Construction

- i. Build-Up Lines may contain Trips, reserve days, Planned Activities, and Days Off.
- ii. A Pilot who is not eligible to bid for a monthly schedule but who becomes available for duty will be given a Build-Up Line.
- iii. Build-Up Lines will be filled with Trips not built into Lines, LCA days, reserve days, Days Off, and Planned Activities. The inclusion or exclusion of reserve days is determined by a Pilot's seniority and is

outlined in paragraph E.2.I.v., below. A Build-Up Line that includes reserve days will contain no less than two (2) consecutive Days Off in any consecutive seven (7) day period.

- iv. Build-Up Lines for those Pilots with at least fourteen (14) days of availability will contain at least one block of three (3) Days Off.
- v. Pilots that have been excluded from bidding will be assigned a Build-Up Line commensurate with their seniority. To illustrate the application of this paragraph, the following examples shall be followed as a general guideline:

- (a) A Pilot will be given the highest number of Days Off that was awarded to any junior Pilot in the same Category, other than a junior Pilot who holds a Line that contains a vacation, Long Term Training or other leaves of absence, prorated for the number of days actually available. To be determined as follows:

$$\frac{(\text{Days in the Month} - \text{unavailable days}) \times Z}{\text{Days in the Month}}$$

Z = highest number of Days Off that was awarded to any junior Pilot in the same Category

\*The result will be rounded to the nearest whole number.

- (b) A Pilot who would have held a Regular Line with weekends off will be given a Build-Up Line with weekends off, to the maximum extent possible. A Pilot may also choose to work weekends at his discretion.
- (c) A Pilot who would have held a Regular Line, other than a forced CDO/SDT Line, will be given a Build-Up Line with no reserve days. LCA days may be added to his schedule to meet the number of Days Off commensurate with the Line he would have held.
- (d) A Pilot who receives a Build-Up Line containing Trips and reserve days will be:
  - (i) Treated as a Line holder for Trips assigned as part of the Build-Up Line construction.
  - (ii) Given credit for each reserve day in accordance with Section 3.G.

- (e) A Pilot may submit requests for specific Days Off. Such request will not be unreasonably denied.

3. Consecutive Nighttime Operations ("CNO") Lines (LOA 64 and 74)

a. Bids and Awards

- i. The Company will post an estimated number of Consecutive Nighttime Operations ("CNO") Lines to be awarded, by Position, in the Monthly Bid Pack. A Pilot who desires a CNO Line will submit his request during the Monthly Bid, utilizing the CNO Line Bid Form available on the website. The Pilot may also indicate whether he prefers all CDO/SDTs or a combination of P3 and CDO/SDTs that will accommodate his request for specified Days Off. CNO Lines will be awarded in accordance with seniority. If there an insufficient number of bidders, by Position, then the CNO Lines will be assigned to Reserve Pilots, in seniority order. A Reserve Pilot may elect to retain his Reserve Line in lieu of a CNO Line. If all of the most senior Reserve Pilots elect to retain a Reserve Line, the unbid CNO Lines will be assigned to Reserve Pilots in inverse order of seniority. The Company may award fewer or more CNO Lines than originally estimated, depending on the needs of the operation. (LOA 74.A.)
- ii. A Pilot awarded a CNO Line will not receive a PBS Line award on the 20th of the month, but will instead have the words "CNO Line" noted next to his name on the Final Line Award.
- iii. Nighttime Operations Lines will be posted no later than 1700 CT on the 24th of the month.

b. Line Construction

- i. (a) CNO Lines will consist of only Nighttime Operations, P3 Reserve, and Days Off. The contact period for P3 in a CNO Line will vary from the applicable P3 contact period by commencing one (1) minute later to distinguish a CNO P3 Pilot from a Reserve P3 Pilot. This will not be deemed to be a separate contact period. A Pilot who carries in flying from the previous Bid Period will perform that flying and any adjustments necessary to integrate the carry in flying with the CNO Line will be accomplished in accordance with the JCBA and the FARs.
- (b) The Company shall have the discretion to maximize the number of five (5) day work sequences in a CNO Line as well as minimize the

total number of work day sequences.

ii. CNO Lines will include:

- (a) Any Nighttime Operations not consolidated into pure CDO/SDT Lines.
- (b) Any Nighttime Operations which remain unassigned following the LIP Award.

iii. Inviolate Days

- (a) A Pilot awarded a CNO Line may designate a sequence of up to three (3) consecutive Days Off (Inviolate Days) during which he will be free from Duty on the Early Bid Form. Inviolate Days shall be Days upon which the Pilot is not subject to Junior Assignment. The designated Inviolate Days will be awarded as Days Off, except as provided in paragraph (b)., above, through (d)., below.
- (b) Inviolate Days that include the following high volume flying days may be granted based on CDO/SDT levels and will be honored to the extent possible, in accordance with seniority, but will not be guaranteed:
  - (i) July 2nd and July 3rd;
  - (ii) Labor Day;
  - (iii) The three days prior to Thanksgiving;
  - (iv) The Saturday and Sunday after Thanksgiving;
  - (v) December 22nd, 23rd, 24th, 26th, and 27th; and
  - (vi) Super Bowl Sunday
- (c) Pilots bidding Inviolate Days that include the days listed in paragraph (b)., above, will also bid an alternate set of Inviolate Days that do not include the days listed above. If the first set of Inviolate Days cannot be granted, then the Pilot will be awarded his alternate set of Inviolate Days.
- (d) Inviolate Days cannot coincide with planned activities or Long Term Training.
- (e) If a Pilot bids for December 25th as a single Inviolate Day, and the Company is unable to grant either December 24th or December 26th as Days Off, the Pilot will be deemed to have agreed to being awarded a single Day Off.

- iv. A Pilot who desires a CNO Line will bid for his preferences in the CDO Bid Scope. The Pilot's preferences for specific Days Off (including weekends and holidays) along with CDO Overnight preferences will be honored to the maximum extent possible, in accordance with seniority. A Pilot who desires a CNO Line should also bid in the Regular and Reserve scopes in the event that the Pilot is not sufficiently senior to hold a CNO Line or in the event that CNO Lines are not awarded.
  - v. Any CDOs/SDTs that remain unassigned following the construction of the CNO Lines will be placed into Open Time. A CNO Line may consist exclusively of P3 Reserve if there is an insufficient number of CDOs/SDTs remaining.
  - vi. The Nighttime Operations that remain unassigned following the construction of pure CDO/SDT lines will not count toward the Open Time limitations set out in Section 25.E.2.a.ii.
  - vii. CNO Lines will include one (1) additional minimum Day Off per Bid Period over the minimum Days Off specified in Section 12.E. or Appendix D, as applicable.
- c. Limitations
- i. A Pilot awarded a CNO Line will not be swapped from the P3 contact period and will only be assigned a Daytime Trip in accordance with the following provisions:
    - (a) A Pilot awarded a CNO Line will only be assigned a Daytime Trip if that Trip is in Open Time and cannot be assigned to any other Pilot in accordance with Section 25.G.3., but not sooner than forty-eight (48) hours prior to the scheduled report time of the Trip.
    - (b) A Pilot awarded a CNO Line who is assigned a Daytime Trip will be compensated at two hundred percent (200%) of his applicable hourly pay rate for any Pay Credits accrued during the Trip, above guarantee.
    - (c) A Pilot awarded a CNO Line may not be assigned a Daytime Trip on either the first or last day of a sequence of work days, unless the Pilot agrees to the assignment.
    - (d) A Pilot awarded a CNO Line who is assigned a Daytime Trip will receive two (2) Days Off following the Daytime Trip prior to resuming the performance of Nighttime Operations or P3 Reserve.



- ii. CNO Lines will be handled in a manner consistent with all other provisions of the JCBA, except as specifically modified herein.
- iii. A Pilot who has P3 Reserve on his CNO Line will have his preferences honored and will be treated in accordance with his preferences and seniority with other P3 Reserve Pilots including assignments to RRL.
- iv. A Pilot awarded a CNO Line who has P3 Reserve on the last day of his sequence will be released from that P3 Reserve following the completion of the CDO/SDT or P3 contact period that began the day prior to the last day in a sequence.
  - (a) A Pilot released in accordance with this provision whose next sequence of work days begins with Reserve will be responsible for any assignments placed on his calendar prior to 2359 on the day of his last originally scheduled contact period. The Pilot will be required to check his schedule at 2359 on the day of his last originally scheduled contact period, except that a Pilot may, at his option, elect to check his schedule on the day following the day of his last originally scheduled contact period for any assignment made prior to the end of his last originally scheduled contact period.

**Example:** A Pilot awarded a CNO Line has a 5-day sequence of SDTs and P3 on Monday through Friday. The Pilot was awarded SDTs on Monday, Tuesday, and Wednesday, and he was awarded P3 Reserve on Thursday and Friday. At the completion of the P3 contact period Thursday night, the Pilot will be released from the Friday P3 contact period. If the Pilot is assigned a Nighttime Operation Thursday night, he will be released into his Days Off at the completion of the Nighttime Operation Friday morning.

- v. A Pilot who receives a CNO Line containing Trips and Reserve days will be:
  - (a) Treated as a Line holder for Trips assigned as part of CNO Line construction.
  - (b) Given credit for each reserve day in accordance with Section 3.G.
- vi. A Pilot awarded a CNO Line shall not be eligible to trade, obtain or add

Day flying, unless such flying can be added in a manner that does not interfere in any way with the Pilot's awarded Line. Such Pilot is eligible to add Nighttime Operations or trade his awarded Nighttime Operations for other Nighttime Operations in Open Time, in accordance with Section 25.G.4.c.

4. FAR 117 Pairing and Line Construction (LOA 51.I.)

- a. The Company will not set a parameter in either the Pairing Generator or the PBS Solver that caps Flight Hours or Flight Duty Period hours in Trips and/or Lines at a number that is lower than the Construction Limitation in the table, below:

	<u>Construction Limitation</u>
<u>Flight Hours in any consecutive 365 Day Period</u>	<u>995</u>
<u>Flight Hours in any consecutive 672 Hour Period</u>	<u>96</u>
<u>Flight duty period hours in any 672 Hour Period</u>	<u>185</u>
<u>Flight Duty Period hours in any 168 Hour Period</u>	<u>58</u>

- b. The Pairing Generator may be programmed to apply buffers to Table B of no more than thirty (30) minutes except that the buffer may be set to no more than two hundred percent (200%) of the median delay measured using historic delay data specific to the airport, equipment type, time of day, and the month for the last flight of each FDP if two hundred percent (200%) of the median delay exceeds thirty (30) minutes. The Company will provide the Association Scheduling Committee with notice of any buffer that will exceed thirty (30) minutes prior to the commencement of pairing construction. Inadvertent data errors that occur when calculating the deviation will not be considered a violation of this provision provided they are corrected for the following month.
- c. The Pairing Generator may be programmed to apply buffers to Table A of no more than thirty (30) minutes.

F. Bidding

1. Bid Packages

- a. For each Domicile, a bid package shall be distributed electronically via the Company website. The bid package will be in a printable format containing all information required for a Pilot to bid his monthly schedule. A Pilot shall be provided a paper copy of the bid package, upon request.

- b. Bid Package Changes
  - i. If changes to the information in the bid package occur after production of the bid package, a summary of changes will be published electronically.
  - ii. In addition to paragraph F.1.b.i., above, the Company will post through all available crew message systems an alert to review the summary of changes.
- c. The bid package will contain at least:
  - i. Pilot bid eligibility list;
  - ii. “High time Pilots” list, if applicable;
  - iii. Planned Activities;
  - iv. Bid opening and closing times;
  - v. A summary by system, fleet and Domicile of the average productivity of the Trip pairings, the numbers of Trips by length in days, and number of CDO/SDTs per Month;
  - vi. The start and end times of each type of reserve availability period, by Position;
  - vii. Notes common to all Domiciles;
  - viii. Current lodging facilities, telephone numbers, and method of transportation between the airport and lodging facility;
  - ix. Leg Values;
  - x. Estimated PBS Line Parameters;
    - (a) Default Line Range—minimum and maximum credit time, and maximum Block hours;
    - (b) Maximum Line Range—maximum credit time;
    - (c) Average Regular Line credit;
    - (d) the number of anticipated Regular Lines and Pure CDO/SDT Lines, by Position;

- (e) The target minimum and maximum number of Reserve (RSV) Lines, by Position;
    - xi. Trip Information;
      - (a) Report and release times;
      - (b) Flight numbers and city pairs with departure and arrival times;
      - (c) Block hours and flight credit hours;
      - (d) Layover stations, layover time, hotel name and telephone number;
      - (e) Duty time;
      - (f) Scheduled and type of rest time (i.e., normal rest, reduced rest, compensatory rest); and
      - (g) Time away from Domicile (i.e. Time Away From Base "TAFB").
  - d. Bid packages will be made available electronically concurrently with the opening of the Monthly Bid.
  - e. If unanticipated changes to the marketing schedule occur, schedule changes will be made before the opening of the Bid Period, if possible. If such changes require the delay of opening the Bid Period, the Company will consult with the MEC Chairman, or his designee, to determine if the circumstances warrant delaying the bid opening, closing, and/or awarding dates.
  - f. The Monthly Bid Package will reflect any known marketing changes for that Month. Should marketing schedules be modified after the posting of Monthly Bid Packages, such modifications shall be made to the Final Line Award. The affected Pilots will be notified as soon as possible and shall be rescheduled in accordance with paragraph H., below. The Pilot will receive Pay Credit for changes made after the close of the Monthly Bid in accordance with Section 3.N.
2. PBS Bid and Award
- a. Overview of the Bid Process
    - i. Pilot schedules are constructed through a series of three bids: Early Bid, Monthly Bid, and PVD Bid.

ii. Early Bid

- (a) The Early Bid is used to conduct bidding for Short Term Training, monthly vacation changes, TOWOP, RA Lines, and TDY Positions.
- (b) The Early Bid will open at 1200 CT on the 4th of each month. (LOA 71.Q.1.a.)
- (c) The Early Bid will end no sooner than 1200 CT on the 8th of each month. (LOA 71.Q.1.b.)
- (d) Early Bid awards will be included in the Monthly Bid Packages.

iii. Monthly Bid

- (a) The Monthly Bid is used to conduct bidding for flight and reserve duty assignments, Days Off, and certain schedule preferences with Planned Activities to be accounted for in a Month. The results of the Early Bid are placed on a Pilot's schedule in advance of the Monthly Bid.
- (b) The Monthly Bid begins at 1200 CT on the 11th of each month and closes at 1200 CT on the 14th of each month. (LOA 71.Q.1.c.)
- (c) The Final Line Awards will be posted no later than 1700 CT on the 18th of each month and CNO Lines will be posted no later than 1700 CT on the 22nd of each month. (LOA 71.Q.1.d.)

iv. PVD Bid

- (a) The PVD Bid is used to conduct bidding for PVDs after the Monthly Bid is complete and the Final Line Awards are published.
- (b) The PVD Bid Period begins when the Final Line Awards are posted and remains open for forty-eight (48) hours.
- (c) The results of the PVD Bid, which modify Final Line Awards, will be provided in the Master Schedules within twenty-four (24) hours after the close of the PVD Bid.

b. Bid Eligibility

- i. A Pilot will bid for a schedule in the Position that he holds. All bids shall be awarded in accordance with seniority.

- ii. Except as provided below, to be eligible to bid a Pilot must be available for a minimum of ten (10) days in the Month for which he is bidding.
  - (a) For the purpose of this computation, Pilots will be considered available during vacation, recurrent Ground Training, recurrent proficiency checks, bereavement leave, jury duty leave, Association Leave, or any other company duty, excluding Long Term Training.
  - (b) A Pilot on sick leave (including short term personal FMLA leave) or on FMLA for a qualified family member in the current Month but anticipated to be available for a minimum of ten (10) days in the Month for which he is bidding will be permitted to bid.
  - (c) A Pilot returning from any other absence must be available by 1200 CT on the 16th of the month. Availability computation for a Pilot returning from any other absence will be based on his verifiable return to work date, subject to completion of the return from leave check-in procedures, including any requalification training, if necessary. Release from military duty, a medical release or other return to duty documentation will be required.
  - (d) A Pilot with a full Month of Association leave will not bid for that Month.
- iii. Requalification Training
  - (a) A Pilot attending Requalification Training who is scheduled to become requalified before the end of the Month prior to the bid Month will be eligible to bid in his requalified position.
  - (b) A Pilot attending Requalification Training who is awarded a schedule in accordance with paragraph F.2.b.iii.(a), above, and who completes Requalification Training prior to the end of the Month will be assigned a Build-Up Line for the remainder of that Month.
  - (c) A Pilot attending Requalification Training who has not been awarded a schedule in accordance with paragraph F.2.b.iii.(a), above, and who completes Requalification Training before the end of that Month will be assigned a Build-Up Line in his new Position upon Completion of Training. The Pilot will be permitted to designate three (3) consecutive days as Days Off, and those Days Off will be scheduled on the Build-Up Line.

iv. Eligibility to Bid Following Completion of Training (LOA 91)

- (a) A Pilot completing training in conjunction with a newly awarded Position will be eligible to bid a schedule in his newly awarded Position, so long as:
  - (i) If the Pilot is completing initial training, he is scheduled for his final simulator event no later than the fifteenth (15<sup>th</sup>) day of the month preceding the Bid Period.
  - (ii) If the Pilot is completing Upgrade or Requalification training, he is scheduled for his final simulator event no later than the eighteenth (18<sup>th</sup>) of the month preceding the Bid Period.
  - (iii) If the Pilot is completing Differences or Downgrade training, he is scheduled for his final simulator event no later than the twenty-second (22<sup>nd</sup>) of the month preceding the Bid Period.
- (b) Completion of Training before or after projected completion date:
  - (i) If a Pilot is awarded a schedule through PBS in accordance with paragraph F.2.b.iv.(a), above, and completes training before his projected completion date, he will be scheduled for Days Off and will be paid in accordance with Long-Term Training or Requalification Training, in accordance with Section 2.FFF., until his PBS awarded schedule commences.
  - (ii) If a Pilot is awarded a schedule through PBS in accordance with paragraph F.2.b.iv.(a), above, and completes training after his projected completion date, any flying or Reserve awarded through PBS will be removed until the completion of training and the Pilot will be paid in accordance with Long-Term Training or Requalification Training, in accordance with Section 2.FFF. Any Trips removed to accommodate the delay in the Pilot's completion of training will be placed into Open Time.

v. Full-Time Instructors ("FTI")

A Pilot projected to work as a Full-Time Instructor in a Month will not be eligible to bid.

vi. Part Time Instructors (LOA 33.M.9.)

- (a) A PTI who is not converted to a Full-Time Instructor in accordance with Section 11.N.3.q. will be entitled to bid a monthly schedule.
- (b) A PTI who becomes aware of a PTI assignment prior to bidding his monthly schedule shall have instruction days built into his line as Planned Activities, and all such days shall count as days of work. A PTI may not perform more than ten (10) days of instruction in a Month, unless he is converted to an FTI in accordance with Section 11.N.3.q. A day of instruction shall have a Schedule Credit of four (4) hours, unless the PTI performs four (4) or more hours of instructor/flight time, in which case the day of instruction shall have a Schedule Credit of six (6) hours.
- (c) A PTI who does not become aware of a PTI assignment until after the Monthly Bid has closed may have his line adjusted after the Final Line Award, provided the training assignments do not interfere with more than one half of his scheduled work days.

vii. Planned Activities

- (a) A Pilot who returns from a Leave of Absence sooner than his projected date and a Pilot who completes training in accordance with paragraph F.2.b.iv., above, will be given a Build-Up Line until he commences flying his awarded schedule.
- (b) SSP Interviews (LOA 56 as modified by LOA 71.Q.3.a.)
  - (i) The Company shall grant two (2) Days Off to a Pilot who is scheduled for an SSP Interview provided the Pilot so requests and advises Crew Planning of the interview date no later than the 14th day of the month prior to the month in which the interview is scheduled, or, alternatively, no later than the 18th of the month prior to the month in which the interview is scheduled, in the event that Delta notifies the Pilot of his interview for the following month between the 10th and the 18th.
  - (ii) The Company shall treat the day of the interview and the day prior to the interview as a Planned Absence in PBS, and those days will count toward a Pilot's minimum scheduled Days Off for the month. A Pilot will not be subject to reassignment or Junior Assignment if the assignment would



overlap with the dates of the Planned Absence.

- (iii) [a] In the event that PBS cannot create a solution for a Position as a consequence of Planned Absences for SSP interviews, the Planned Absence requests for the most junior Pilot in the Position(s) that will not solve will have his Planned Absence removed.
- [b] A Pilot whose Planned Absence request is removed and who does not receive the Days Off necessary to accommodate the interview may choose to:
  - [i] Request that the Trip(s) that conflicts with the interview and the day prior to the interview be placed into Open Time at 200%. If no other Pilot adds the flying by five (5) days prior to the commencement of the Trip, the Pilot will be expected to fly the Trip and he will be scheduled for an interview the following month. If the Pilot receives a CJO following his interview, he will be treated as if he received a CJO in the original month in which he was scheduled to interview, or
  - [ii] Request to defer his interview until the following month. If the pilot receives a CJO following his interview, he will be treated as if he received a CJO in the original month in which he was scheduled to interview.

c. PBS Bidding

- i. If the Company removes a Pilot from his schedule with pay for an investigation, the Pilot will bid for a schedule for the following Bid Period in accordance with this Section 25. The Pilot will then be removed from the portion of his schedule designated by the Chief Pilot's office and will be pay protected in accordance with this Agreement.
- ii. Requests for moving days must be submitted no later than 1200 Central on the 10th day of the month prior to the move.
- iii. Beginning twelve (12) hours prior to the close of the Monthly Bid and until the posting of the Final Line Award, a Pilot will not be eligible to submit Trip Requests or other changes which affect the last seven (7) days of the Month. (LOA 61.E.3.)

- iv. A Pilot may enter his bid directly into Company provided computer terminals at any Domicile or any other computer via web access and will be able to view a copy of the bid including date and time stamp.
  - (a) A Pilot will be allowed to modify, or enter a Monthly Bid the entire time the Monthly Bid Period is open.
  - (b) Each Standing and Monthly Bid will be given a unique tracking label. That label will be given to the Pilot at the time he enters the bid. The tracking label will have a computer generated time stamp.
  - (c) A Pilot who does not enter a Standing or Monthly Bid will have the default bid specified in paragraph F.2.c.vi.(c), below, automatically entered.
  - (d) Under no circumstances will the Company or any PBS administrator enter or modify a Pilot's bid preferences without that Pilot's express consent. If the Pilot does agree to a bid change, the Pilot will be given a unique tracking number for that bid change at the time the change is made. The tracking label will have a computer generated time stamp.
  - (e) The latest Standing Bid and latest Monthly Bid entered will be available for review by the Pilot at any time.
- v. All bids that are time stamped will be archived for a minimum of three (3) months and be available for review by the Scheduling Committee.
- vi. Use of Bids
  - (a) PBS Bidding will be accomplished electronically with the PBS program. PBS will use a Pilot's Specific Monthly Bid (schedule bid preferences for a specific Month) when awarding a monthly schedule.
  - (b) PBS will use the most current Standing Bid on file prior to the close of the Monthly Bid when awarding a monthly schedule for a Pilot who did not submit a Specific Monthly Bid. A Pilot may submit and modify his Standing Bid at any time.
  - (c) The Pilot members of the PBS Committee will develop a default bid which will be used in the event a Pilot does not have a Standing Bid and does not submit a Specific Monthly Bid.

- vii. The Company will not restrict or inhibit any Pilot from downloading and storing any bid package, or Line report, except on Company computers.
  - viii. The Company shall notify the MEC Chairman, or his designee, of unanticipated system maintenance or if a significant system outage occurs. If such notice is required, the Company will consult with the MEC Chairman, or his designee, to determine if the circumstances warrant delaying the closing of the bid.
- d. PBS Awards
- i. Lines will be awarded in seniority order in each Position.
    - (a) Captain Lines will be awarded prior to First Officer Lines.
    - (b) A Pilot who voluntarily bids for a pure CDO/SDT Line will be awarded his Line in seniority order prior to all other Line awards. A Pilot will be awarded a CDO/SDT Line if the PBS program can award the Pilot all of the specific Days Off he requests.
  - ii. PBS will follow the “right to fly” principle. If a Pilot has the seniority to hold a Regular Line, and he has bid for a Regular Line, he will be awarded a Regular Line. PBS will not displace a Pilot to a Reserve Line due to a Planned Activity, a conflict with Line construction rules, or any reason other than seniority. This does not include a Pilot denied a CDO/SDT Line due to CDO/SDT Line construction rules. A Pilot denied a CDO/SDT Line because of reasons other than CDO/SDT Line construction rules will be handled in accordance with provisions governing mis-awards.
  - iii. Once the Monthly Bid is open, a Pilot must be notified of, and acknowledge receipt of, any changes to any Planned Activity prior to the change. If the notification is less than twenty-four (24) hours from the close of the Monthly Bid, the Pilot may decline the schedule change.
  - iv. All Planned Activities will be placed on a Pilot’s calendar prior to the opening of the Monthly Bid. Examples are training, vacation, FMLA, separation, Company buy, Instructor duty, etc.

3. Mis-Award

a. Award Dispute Process

Either a Pilot or the Association may file an award dispute claim so long as the claim is filed with the PBS Committee via email no later than 0800 CT time on the first day of the Bid Period. Neither a Pilot nor the Association may file a grievance pursuant to Section 20 alleging that a Pilot's schedule is in violation of this Agreement, unless the Pilot reasonably could not have known of the violation within the mis-award window. This paragraph will not be construed to bar a grievance concerning an alleged violation of the mis-award process.

b. Criteria for Mis-Award

A mis-award shall be deemed to have occurred when a Pilot submitted a bid, but did not receive a Line award, did not receive a Line award based upon the applicable bid, or received an award that was inconsistent with the established PBS programming parameters (e.g. failure to honor seniority and preferences).

c. Remedy for Mis-Award

- i. Once a mis-award is verified, Crew Planning, the Pilot involved and the Scheduling Committee will attempt to mutually resolve the issue.
- ii. For an error involving a single Trip that should have been awarded but was not, should the parties be unable to reach an agreement that is acceptable to the Pilot, the Pilot will be paid and rescheduled in accordance with the Trip he should have been awarded and the Pilot will fly the remainder of his properly awarded Line.
- iii. For an error involving more than a single Trip, should the parties be unable to reach an agreement that is acceptable to the Pilot and the Pilot's seniority would have allowed him to hold a Regular Line, the Pilot will choose any Line awarded to any junior Pilot in his Category.
  - (a) A Pilot will be prohibited from choosing a Line that includes vacation or extended leave.
  - (b) The specific Days Off of that Line will become the Pilot's Days Off.
  - (c) The specific duty days of that Line will become his duty days.

- (i) If the Line chosen by the Pilot is a Regular Line other than a pure CDO/SDT Line, Crew Planning may fill the duty days with Trips or LCA days, provided they do not conflict with any other Planned Activities.
- (ii) If the Line chosen by the Pilot is a pure CDO/SDT Line, the Pilot will only be required to be available for CDO/SDT assignments and CDO/SDT reserve, provided they do not conflict with any other Planned Activities.
- (iii) If the Line chosen by the Pilot is a regular or CDO/SDT Line, the Pilot will not be assigned reserve duty nor will he be required to complete reserve duty at any time during the Bid Period, other than CDO/SDT reserve duty if the Pilot chose a CDO/SDT Line.
- (iv) If the Line chosen by the Pilot is a Reserve Line, Crew Planning will assign the Pilot reserve assignments on those days, provided they do not conflict with Planned Activities.
- (d) The Pay Credit of that Line will become the Pay Credit of the Pilot's Line. The additional Pay Credit needed to bring the Pilot's Build-Up Line to that value will be added to the Pilot's calendar.

**Example:** A Pilot chooses a Line with a credit value of 92 hours. The Pilot's Build-Up Line has only been built to 80 hours. This Pilot would have a twelve (12) hour Pay Credit added to his Line to bring his Line value to 92 hours.

- iv. If no agreement can be reached that is acceptable to the Pilot, and the Pilot only had the seniority to hold a Reserve Line, the Pilot will choose any Line awarded to any junior Pilot in his Category. A Pilot will be prohibited from choosing a Line that includes vacation or extended leave.
  - (a) The specific Days Off of that Line will become his Days Off.
  - (b) The specific duty days of that Line will become his reserve duty days provided they do not conflict with any other Planned Activities.
- v. When correcting a mis-award, the Pilot will inform Crew Planning of his choice within twenty-four (24) hours of being notified that mutual

agreement could not be reached.

G. Open Time

1. An Open Time assignment may consist of charter flying, any Scheduled Flying not included in a Line, and any other flight time that becomes available during the Month.
2. The Company will electronically post Open Time as soon as practicable.
3. After the Final Line Awards, Open Flying will be awarded or assigned in the following order of priority:
  - a. A Pilot who has submitted a Trip trade request to either trade for the open Trip or add the Trip.
  - b. To the following Pilots with specific order at Company's option, provided such Open Time has not been requested to be picked up by a Pilot prior to making the assignment.
    - i. A Reserve Pilot or a Pilot on LCA who has not completed his Consolidation of Knowledge requirements in accordance with paragraph L.4., below.
    - ii. A Pilot who has been displaced from a Trip.
    - iii. A Pilot having a Build-Up Line constructed.
    - iv. A Pilot subject to rescheduling and recovery in accordance with paragraph H., below.
    - v. A pilot who is available following use of the Commuter Clause.
    - vi. A supervisory/management Pilot, at Company's discretion.
  - c. A Long Call Available Pilot.
  - d.
    - i. A Long Call Reserve Pilot in Domicile who is scheduled for reserve duty, however, the Trip will remain in Open Time until seventy-two (72) hours prior to the scheduled report time of the Trip. (LOA 91)
    - ii. A Short Call Reserve Pilot in Domicile who is scheduled for reserve duty, however, the Trip will remain in Open Time until seventy-two (72) hours prior to the scheduled report time of the Trip. (LOA 91)

- e.
  - i. A Long Call Reserve Pilot from another Domicile who is scheduled for reserve duty, however, the Trip will remain in Open Time until seventy-two (72) hours prior to the scheduled report time of the Trip. (LOA 91)
  - ii. A Short Call Reserve Pilot from another Domicile who is scheduled for reserve duty, however, the Trip will remain in Open Time until seventy-two (72) hours prior to the scheduled report time of the Trip. (LOA 91)
- f. A Pilot eligible for reassignment in accordance with paragraph L.2.a.iii., but no sooner than seventy-two (72) hours prior to the scheduled report time of the Trip. (LOA 33.M.12)
- g. A Pilot extended in accordance with paragraph I., however, the Company may assign a Trip to an extended Pilot prior to assigning a Reserve Pilot if the Trip became available within two (2) hours of the report time and no Ready Reserve Pilot is available.
- h. The most junior Pilot available in the Domicile, but not sooner than forty-eight (48) hours prior to the scheduled report time of the Trip (Junior Assignment).
- i. The most junior Pilot available in the system, but no sooner than forty-eight (48) hours prior to the scheduled report time of the Trip (Junior Assignment).

**(Text below includes Section 25.G.4.a.-s. as redrafted by LOA 61.E.4. and LOA 93)**

- 4. Procedures and Rules for Picking Up Open Time / Trip Trades / Trip Drops / Trip Giveaways
  - a. If the Company plans to implement an automated Trip trade program, the Company will meet with the Association to discuss the system to be selected. During the implementation process, the Association will be offered the opportunity to provide input into the system's operation.
  - b. Upon the posting of the Final Line Awards for a Bid Period, a Pilot will be eligible to submit Trip Requests that affect that Bid Period. Such Trip Requests submitted before 1200 on the 23rd of the Month will be processed before CDOs/SDTs are removed from Open Time for the purpose of constructing CNO Lines. If necessary, the Company may pause automated Trip Request processing for the purpose of removing CDOs/SDTs from Open Time.

**Example 1:** A Pilot submits a Trip Request at 1300CT on February 22nd to swap an awarded SDT on March 8th for an SDT in Open Time on March 12th. This Trip Request must be processed before

the removal of CDOs/SDTs from Open Time because it was submitted before 1200CT on February 23rd.

**Example 2:** A Pilot submits a Trip Request at 1230CT on February 23rd to swap an awarded 3-Day Trip commencing on March 15th for 2 SDTs on March 15th and 16th in Open Time. This Trip Request will not be processed before removing CDOs/SDTs from Open Time because it was not submitted before 1200CT on February 23rd.

- c. The Company will process Trip Requests on a first-come, first-served basis, by Position of the requesting Pilot and the type of Trip Request, e.g., transactions with Open Time, transactions between Pilots, transactions involving Reserve. Neither the folders nor the number of folders will be changed without the consent of the Association, except that the Company may add, change, or delete folders, provided the addition, change, or deletion of folders does not impact the processing of Trip Requests. The Company will assign a Crew Scheduler the duty of expeditiously clearing exceptions that halt automated processing. Partial Trip Requests will be processed separately from Trip Requests involving full Trips.
- i. During the test and implementation period which shall not exceed sixty (60) days, except for pure drops, partial Trip adds, and non-vertical trades, the Company will respond as soon as possible, however, must respond to a Pilot within seventy-two (72) hours following receipt of the request. Pure drops, partial Trip adds, and non-vertical trades will be processed by no later than forty-eight (48) prior to the report time of the Trip, except that the Company will respond within twenty-four (24) hours of submission when the submission is received within seventy-two (72) hours of the report time of the Trip.
- ii. After the test and implementation period which shall not exceed sixty (60) days, all Trip Requests will be processed within twenty-four (24) hours, except that partial swaps and partial drops will be processed within seventy-two (72) hours.
- iii. No later than six (6) months following the implementation of the FLICA automated Open Time management system, the Company and Association will meet and confer to determine whether partial swaps and partial drops can be processed within twenty-four (24) hours.

**Example:** A DTW CRJ 900 CA requests to add a DTW Trip from Open Time. This request will normally be automatically processed in near real time. The requesting Pilot will be



awarded the Trip add before any other DTW CRJ 900 CA who subsequently requests the same Trip add. However, if an exception has halted processing of the DTW CRJ 900 CA position, a CRJ 900 CA from another Domicile who requests to add the same Trip subsequent to the DTW CRJ 900 CA's request and whose Position has not been halted by an exception, could be awarded the Trip add, although his request was not the first submitted.

- d. All Trip trade requests, except Jetway Trades, must be submitted and indicate acceptance by the Pilots involved and received by Crew Scheduling forty-eight (48) hours in advance of the proposed trade or six (6) hours in advance of the proposed trade if the Trip remains in Open Time pursuant to paragraph I.2.c., below. When, due to unusual and unforeseen circumstances, the Pilot is unable to submit his request in advance, this requirement may be waived by the Company, if feasible to do so. (LOA 93)
- e. A Pilot may pick up an Open Time Trip(s) during his vacation period. The Pilot will receive pay for his vacation and the value of any Open Time Trip(s) picked up.
- f. A Pilot may pick up an Open Time Trip, accept a Trip from another Pilot (i.e. as a result of a "Trip Giveaway") or trade a Trip, even if the additional duty will result in the Pilot receiving less than the contractually-required number of Days Off for that Month.
- g. A Pilot may trade or drop a complete Trip or any segment(s) of a Trip.
- h. Partial Trip Adds
  - i. A Pilot will be permitted to add a portion of a Trip published in Open Time, provided that the requested partial Trip add consists of at least:
    - (a) A single round trip, which may include an overnight; or
    - (b) Two (2) or more consecutive legs, provided that the first and last legs of the Trip portion originate and end in a Pilot domicile (e.g., MSP-LEX-DTW) that operates the same equipment, and provided that no deadhead is necessary to position a Pilot to fly the remaining Trip who would not otherwise have been deadheaded.
  - ii. A Pilot may be permitted to add a portion of a Trip that creates a deadhead as part of his request, at Company discretion.
  - iii. A Pilot will be credited for a Trip add in accordance with Section 3.H.

- (Minimum Day Pay) for any Trip created by the Company that is published in open time with less than four (4) hours of Pay Credit.
- iv. A Pilot who requests a portion of a Trip that has less than four (4) hours of Pay Credit will not receive Minimum Day Pay for that Day.
  - v. If any portion of a Trip remaining in Open Time after an award of a partial Trip add includes a day with less than four (4) hours of Pay Credit due to the partial Trip add, the Pilot will not receive Minimum Day Pay for that day. Such Open Time will have a designator indicating that Minimum Day Pay will not be paid.
  - vi. A Reserve Pilot or a Pilot who has been junior assigned pursuant to paragraph I., below, who is assigned to a Trip that includes a day with less than four (4) hours of Pay Credit, will be paid Minimum Day Pay for that day regardless of whether the Trip was modified from the original pattern by a Pilot(s) who was awarded partial Trip add(s).

**Example:** A 2-day Trip in Open Time is scheduled for 6 hours of Pay Credit on day 1 and 3 hours of Pay Credit on Day 2. A Pilot is awarded a partial Trip add that provides him with 3 hours of Pay Credit in Day 1 and all of the Pay Credit in Day 2. The Pilot would not receive Minimum Day Pay for Day 1, (in accordance with paragraph G.4.h.iii.(a), above), but would receive Minimum Day Pay for Day 2 (in accordance with the first sentence of Paragraph G.4.h.iii.).

Another Pilot adds the 3 hours of Pay Credit that remained on Day 1. The Trip would be designated as a non-Minimum Day Trip in accordance with paragraph G.4.h.iii.(b), above) and the Pilot would not receive Minimum Day Pay for that day.

- i. “Trip Giveaway” means a Trip, or a segment(s) of a Trip, that a Pilot may voluntarily give away to another Pilot. In order for the accepting Pilot to be eligible for the assignment, such assignment must not result in the Pilot exceeding any flight and duty time limitations set forth in this Agreement or any applicable FAR limitations. A Pilot who is in compliance and who is assigned the Trip will not be eligible for premium pay, unless premium pay was already associated with the Trip.

- i. Jetway Trades (LOA 93)

A Pilot may drop or swap a Trip or portion of a Trip to another Pilot within twenty-four (24) hours of the report time of such Trip (a “Jetway Trade”).

- (a) A Pilot who requests a Jetway Trade must call Crew Scheduling. The accepting Pilot will also call Crew Scheduling to verify the request.
- (b) A Reserve Pilot may drop one (1) or more flights to another Pilot subject to the following:
  - (i) the Reserve Pilot is on the last day of his Reserve sequence and the flight(s) being dropped are the only remaining assignment(s) prior to release;
  - (ii) the Reserve Pilot may only request a Jetway Trade when he is at the gate and within ninety (90) minutes of the estimated departure time of the flight; and
  - (iii) the Reserve Pilot shall have his monthly guarantee reduced by the value of the leg(s) that are dropped to the other Pilot.
- (c) A Jetway Trade will be considered approved once Crew Scheduling has verbally confirmed the request with both Pilots involved in the trade.
- (d) A Jetway Trade will not be denied due to staffing levels.
- (e) A Jetway Trade may be denied during a declared IROP event.
- (f) A Jetway Trade must be initiated by the Pilots involved no later than forty-five (45) minutes prior to the estimated departure time of the flight. The Company may, at its discretion, allow a Jetway Trade initiated by the Pilots within forty-five (45) minutes of departure, but no later than thirty (30) minutes.
- j. A Pilot will be responsible for operating his original Trip(s) until he receives confirmation of the Trip trade, Trip drop, or Trip Giveaway. For trades submitted within seventy-two (72) hours of the Trip, a Pilot who has not received either a confirmation or denial of a transaction twenty-four (24) hours prior to the affected flight shall contact Crew Scheduling to determine the status of the request.
- k. Subject to Company approval, a Reserve Pilot may trade a Reserve Day(s) with another Reserve Pilot or with a Build-Up Lineholder provided the trade or drop does not result in fewer than three (3) consecutive Reserve Days. (LOA 91)
- l. Subject to Company approval, a Reserve Pilot may trade a reserve day(s) with another Reserve Pilot or with a Build-Up Line holder.
- m. Subject to Company approval, a Pilot may voluntarily pick up a reserve day(s)

on his previously scheduled Day(s) Off. A Reserve Pilot who picks up a reserve day on a previously scheduled Day Off may reduce his Days Off to a number less than the contractually-required number of Days Off.

- n. The Company will award Trip drop requests if the net Reserve (“net” means available Reserves minus open Duty Periods by Day, by Position) number exceeds the published Reserve Threshold at the time the request is processed. However, a manually processed Trip drop request that includes an overnight may be denied due to an insufficient number of Reserves available to overnight, regardless of the Reserve Threshold.
- o. Vertical trades (trades which involve the same Calendar Days) and non-vertical trades with Open Time (trades which involve different periods of the Month) that require manual processing will be awarded provided there is no specific operational reason to decline the request. Non-vertical trades with Open Time that are processed through the automated system will be approved on at or below Reserve Threshold days as long as the worst day, relative to the Reserve Threshold, affected by the Trade does not get worse. Vertical trades that are processed through the automated system will be approved.

**Example:** A Pilot requests a non-vertical trade with Open Time, dropping a 3-day Trip on the 5th, 6th, and 7th of the month and adding a 3-day Trip from Open Time on the 15th, 16th, and 17th of the month. The 16th, with 5 reserves fewer than the Reserve Threshold, is farther below the Reserve Threshold for that day than any other day affected by the trade. Provided that no day affected by the trade becomes worse than 5 reserves fewer than the Reserve Threshold, the trade will be approved.

- p. A Pilot may pick up Open Time in a Domicile other than his current Domicile provided there is no additional cost to the Company. The trading of Trips (or schedules) between Pilots in different Domiciles will not be permitted.
- q. During a Bid Period, excluding Open Time Trip pickups, a Pilot may submit no more than ten (10) partial Trip trade requests. Six (6) months following the implementation of automated open time management, the parties will meet to discuss whether this provision should be modified, based upon the number of partial transactions received and the time necessary for processing.
- r. Trip adds on Days Off will be awarded to all Pilots, provided the add does not cause the Pilot to exceed one (1) hour less than the FAR weekly maximum or two (2) hours less than the FAR monthly maximum. (LOA 91)

- s. Subject to the provisions of this paragraph E., the Company will grant a Pilot's request to trade a Trip, to pick up Open Time, or to accept a Trip Giveaway unless the Pilot is a High Time Pilot as described in Section 25.H.7.d., or the transaction causes the Pilot to exceed one hour less than the FAR weekly maximum or two (2) hours less than the FAR monthly maximum.

- t. Pilot Waiver for Voluntary CDO/SDT Adds or Trades

A Pilot may, at his option, add one (1) or more CDO/SDTs to his Line, provided that the result of the addition of such CDO/SDT(s) provides the Pilot with one Calendar Day off following the completion of the CDO/SDT(s).

#### H. Rescheduling and Recovery

- 1. In unusual circumstances, the Company reserves the right to make changes to a Pilot's schedule due to operational necessity.

- 2. Marketing Changes

If schedule changes are the result of unanticipated alterations to the marketing schedule, changes will be made before the posting of the Monthly Bid Package. When it is not possible to make the necessary changes prior to the posting of the Monthly Bid Package, the Company will consult with the MEC Chairman, or his designee, to determine whether to delay bidding, or to nullify the awards and rebid, or to make changes to the Final Line Award. Scheduled changes made after the Final Line Awards are posted will not cause a Pilot to lose pay or cause any change in a Pilot's awarded Days Off.

- 3. Reassignment and Recovery

A Pilot whose flight is removed or cancelled will be paid in accordance with Section 3.N. and will be "Time Available." Time Available means that the Pilot is subject to reassignment during his original Trip Hour Period and the new flight assignment may be scheduled to extend one (1) hour beyond the Pilot's original Trip Hour Period.

- 4. Rights and Obligations of Time Available Pilots

- a. General

A Time Available Pilot:

- i. shall be subject to no less than the call-out time specified for reserves in paragraph J.4., below, if he is not already at the airport or in a Company-

- provided rest facility,
  - ii. shall not be required to sit as a Ready Reserve at the airport,
  - iii. shall provide Crew Scheduling with a contact number for the Time Available period, and
  - iv. may be released from the Time Available period with pay at the discretion of Crew Scheduling.
  - v. shall be released if not given a reassignment by one (1) hour prior to the scheduled release time of his original Trip, unless being extended or junior manned in accordance with paragraph I., below.
- b. Pilot is Not at Airport
- A Pilot who is not at the airport at the time the cancellation occurs, or leaves the airport subsequent to a cancellation pursuant to paragraphs H.4.c.ii. or H.4.d., below, must be contactable during his originally scheduled Duty Period(s).
- c. Irregular Operations
- i. The Irregular Operations Procedures (IOP) may be declared for a specific hub by the Manager of SOC when fifteen percent (15%) or more of flights originating at the hub over the remainder of the day are expected to be canceled due to circumstances beyond the Company's control. Such circumstances include, but are not limited to, ATC flow control, ground stops, weather, deicing, air worthiness directives, national emergencies, and acts of God. The Manager of SOC will declare the IOP terminated whenever any of the following occur:
    - (a) the anticipated cancellations due to the triggering event do not reach fifteen percent (15%);
    - (b) the triggering event no longer causes flight cancellations;
    - (c) there are no additional flights scheduled to depart and no known taxi movement of aircraft requiring crew members for the remainder of the day; or
    - (d) the period of time of required availability of the last Pilot having a flight canceled due to the triggering event has expired.
  - ii. When an IOP is in effect, a Pilot must remain at the airport after his

cancellation for no longer than one hundred twenty (120) minutes without a specific flight assignment. The 120-minute period will commence fifteen (15) minutes from the time the cancellation is entered into FliteTrac, or the termination of the pilot's originally scheduled Trip Hour Period, whichever comes sooner. (LOA 86)

d. Cancellations Not Involving IOP

When a cancellation that is not associated with an IOP occurs, a Pilot who is already at the airport may be required to remain at the airport for forty-five (45) minutes. The 45-minute period will commence fifteen (15) minutes from the time the cancellation is entered into FliteTrac. However, when the cancellation that is not associated with an IOP occurs within the last three (3) hours of the Pilot's Trip Hour Period, and the Company does not have a reassignment for the Pilot at the time he is notified of the cancellation, the Pilot shall be released from his obligation to remain at the airport. (LOA 86)

5. Trip Displacement (LOAs 71.F.3. and 98.B.)

When a Pilot is removed from a scheduled Trip or portion of a Trip, and another Pilot is assigned to fly in his place (e.g., OE or management flying), the displaced Pilot shall select one of the following options at the time of his displacement:

- a. Option 1: The displaced Pilot will be released from Duty and shall receive Pay Credit for the scheduled value of the Trip that was removed.
- b. Option 2: The displaced Pilot will be placed on Time Available on the Day(s) of his originally scheduled Trip provided the Pilot is released from the Time Available period at the scheduled conclusion of his originally scheduled Trip, unless mutually agreed otherwise. The displaced Pilot's contact periods will be the same as his originally scheduled duty periods. If assigned to any Trips, such Trips must conclude within one (1) hour of the conclusion of his originally scheduled Trip, unless extended in accordance with paragraph I. The Pilot shall, upon request, receive a hotel room in accordance with Section 12.F.3.; however, Pilot travel time to the hotel is at his personal discretion and is not part of his FDP. In addition, the Pilot will receive Pay Credit at one and one-half (1.5) times his applicable hourly pay rate for the scheduled value of the Trip that was removed or the reassignment, whichever is greater. If a Pilot is displaced from a Trip that is to be paid at a premium rate, and the Pilot elects to be placed on Time Available status, the Pilot will be paid at two hundred percent (200%) for the greater of the original or reassigned flying. If the premium Trip from which the Pilot was displaced was to be paid at two hundred percent (200%), no additional premium pay will be paid, even if the Pilot elects to remain Time Available.

- c. In the event a Pilot fails to respond to the notification of flying being removed, or otherwise fails to affirmatively advise Crew Scheduling as to which of the above-referenced options he has selected, within twenty-four (24) hours of being notified, his schedule will default to his being released with Pay Credit (Option 1, paragraph H.5.a.).
6. Long Call Available (LCA) (LOA 33.M.13.)
- a. During Build-Up Line Construction, the period of availability for a Pilot assigned LCA duty may not exceed five (5) Calendar Days.
  - b. Acknowledging Assignments (LOA 51.J.)
    - i. LCA Following a Day(s) Off (LOA 51.J.)

A Pilot who is assigned LCA duty will check his calendar at 2300 Domicile time two (2) Days prior to the first day of an LCA sequence that is proceed by a Day Off or a single day of LCA that is proceed by a Day Off and acknowledge any assignment(s) made for the first day of the LCA sequence or the single day of LCA, except that a Pilot may, at his option, elect to check his calendar by 1800 Domicile time the day prior to the first day of LCA. The Pilot will be responsible for any flying assigned prior to 2300 Domicile time two (2) days prior to the first day of LCA.
    - ii. LCA Following a Day of Work (LOA 51.J.)

For LCA duty other than the first day of an LCA sequence that is proceeded by a Day Off or a single day of LCA that is proceeded by a Day Off, a Pilot who is assigned LCA duty will check his calendar no earlier than 1200 Domicile time on the day prior to the LCA duty day. If an assignment(s) is made for the following day, the Pilot must acknowledge such assignment by 1800 Domicile time on the day prior to the LCA duty day, but will not be required to report in Domicile prior to 0600 the following day. If an assignment has not been made for the following day, the Pilot will be released from LCA for that day. A Pilot who is flying between 1200 and 1800 Domicile time should check his calendar at his earliest opportunity and acknowledge the flight assignment, if any.
  - c. An assignment given to a Pilot on LCA will be treated as if the assignment was awarded as part of his original Line, to include being the basis for any reassignment or cancelation credits.



- d. Notwithstanding paragraph H.6.b., above, once a Pilot begins a LCA flight assignment, the Company may at any time prior to the Pilot's release:
  - i. assign additional flying to the Trip, or
  - ii. assign duty the following LCA day.
- e. If the Pilot does not receive notification of an additional assignment prior to being released, the Pilot will resume his original schedule.
- f. Assignments in accordance with paragraph H.6.d., above, will not be considered extensions or entitled to premium pay.
- g. A Pilot on LCA may not be assigned to any reserve period.
- h. A Pilot on LCA who fails to check his calendar for assignments as specified in paragraph H.6.b., above, will be considered to be unavailable for duty.

**Example 1:** A Pilot has a scheduled Day Off on Monday and LCA duty days on Tuesday, Wednesday, Thursday, Friday and Saturday. The Pilot must check his calendar at some time between the hours of 1200 and 2000 Central on Monday. The Pilot is given an assignment for Tuesday with a report time of 0600 Local and release time of 1100 Local. This Pilot would be required to acknowledge the assignment before 2000 Central on Monday.

**Example 2:** The Pilot reports for an assignment on Tuesday at 0600 Local and completes the flight assignment at 1130 Local. Prior to release the Pilot is notified of an additional flight assignment for Tuesday with a report time of 1400 Local and a release time of 1700 Local. He completes the added assignment and prior to the new release time is notified that an assignment has been placed on his calendar for Wednesday with a report time of 0800 Local and a release time of 1300 Local. After he completes this assignment on Wednesday and has not been notified of any further assignments, assuming the pilot has fulfilled his obligation to check his calendar in accordance with paragraph H.6.b., above, this Pilot would not be required to check his calendar until Thursday between the hours of 1200 and 2000 Central.

7. FAR Conflicts (LOA 51.K.)

- a. A Pilot who cannot perform his scheduled flight duties because of a conflict with FAR 117 limitations will be rescheduled to avoid the conflict, and such rescheduling will:
  - i. occur within the Pilot's original Trip Hour Period (unless the Pilot is extended pursuant to paragraph I., below);
  - ii. occur on the first or last leg(s) of the affected Trip when possible and provided there is no negative operational impact.
- b. A Pilot who has flying removed from his schedule for an FAR conflict will be paid in accordance with Section 3.N.
- c. A Pilot removed from a Trip to prevent an FAR conflict and not reassigned to alternate flying shall not be subject to the Time Available provisions of the Reassignment and Recovery period.
- d. A Pilot who is projected to exceed one thousand (1,000) Flight Hours in any consecutive 365 day period will be treated in accordance with the following provisions:
  - i. The Company will identify any Pilots who have the potential to exceed one thousand (1,000) Flight Hours within the next three (3) bid periods. This determination will be based on the Pilot's actual total Flight Hours for the previous 8 months. The Pilot's total accumulated Flight Hours will be divided by eight (8) (the number of months flown) to determine the Pilot's average monthly flying. The Pilot's average monthly Flight Hours will be multiplied by four (4) (remaining number of months to be flown) and added to his accumulated Flight Hours. If the Pilot is scheduled to enter training, undergo a proficiency check, attend recurrent Ground Training, or take vacation or leave, appropriate deductions will be made for such time. If, after making any applicable deductions, the Pilot is projected to exceed one thousand (1,000) Flight Hours, he will be so identified on the appropriate Monthly Bid Package. Such list will be known as a "High Time" list. The Company will recalculate a Pilot's potential to exceed one thousand (1,000) Flight Hours in each successive month, and any Pilot projected to exceed one thousand (1,000) Flight hours will be so identified on the appropriate Monthly Bid Package. Conversely, if a Pilot is no longer projected to exceed one thousand (1,000) Flight Hours, his name will be removed from the High Time list.

- ii. If the number of Pilots projected to exceed one thousand (1,000) Flight Hours, by Position, will create a shortfall in the number of available Pilots to the degree that it would have an undesirable impact on staffing, the Company may implement any or all of the following options, but not sooner than two (2) Bid Periods prior to the projected shortfall.
  - (a) Certain weeks may be made available as “off weeks.” The Company will specify which weeks are available, by Position, on the Monthly Bid Package. A High Time Pilot will be eligible to bid for these weeks during the Early Bid, and the awards will be made in accordance with seniority. Any Pilot awarded this option will be notified with the Early Bid awards. A Pilot awarded an “off week” will be paid for the scheduled value of the Trips missed, and will not have any reserve obligation.
  - (b) If a Pilot who is awarded an “off week” has a Trip(s) that overlaps with the “off week,” the Company may, at its option, drop either the entire Trip or split the Trip in accordance with Section 7.J.1. If the Company drops the entire touching Trip(s), or splits the Trip in a manner that causes the Pilot to lose Pay Credit, the Pilot will be paid for the scheduled value of the Trip or time dropped.
- iii. The Company may displace a High Time Pilot from a Trip or Trips. This displacement may occur any time after the Final Line Awards are posted. A Pilot displaced pursuant to this provision will receive at least seventy-two (72) hours' notice, and may only be displaced from an entire Trip, and not just a portion thereof. The Pilot will be paid for the scheduled value of the Trip(s) missed, and will not have any reserve obligation.
- iv. A Pilot who is awarded either option in paragraphs H.7.d.ii., above, or who is displaced from a Trip pursuant to H.7.d.iii., above, will not be permitted to add Trips to his schedule in any Month that he appears on the High Time list. A Pilot whose name is removed from the High Time list may add Trips in accordance with the provisions of the Agreement.
- v. A High Time Pilot who has been awarded either option in paragraphs H.7.d.ii., above, or who is displaced from a Trip pursuant to H.7.d.iii., above, will, however, be permitted to manipulate his schedule through Trip trades, provided the

transaction does not increase his Flight Hours.

8. A Pilot shall not be assigned to additional duty on a deadhead only day associated with a training/checking event, unless such Pilot is junior assigned or the training/checking event is canceled in accordance with Sections 11.A.2.e. and 11.A.3.f. If a Pilot is delayed into the deadhead-only day for reasons beyond the Company's control (such as maintenance or weather), the Pilot shall not be considered to have been rescheduled or reassigned.

I. Extension and Junior Assignment

1. Extension

- a. An Extension shall be defined as any involuntary rescheduled flight assignment, including deadhead, which is scheduled to conclude more than one (1) hour and not to exceed three (3) hours beyond the Pilot's original Trip Hour Period.

**Example 1:** A Pilot's Trip Hour Period is scheduled to terminate at 1500. He is given an additional round Trip which is scheduled to return him to Domicile at 1730. This is an Extension, and the Pilot does not need to be the junior available Pilot.

**Example 2:** A Pilot's Trip Hour Period is scheduled to terminate at 1200. He is removed from the last 2 legs of his Trip and rescheduled to perform flying, which is scheduled to return him to his Domicile at 1415. This is an Extension, and the Pilot does not need to be the junior available Pilot.

**Example 3:** A Pilot's Trip Hour Period is scheduled to terminate at 1800. Due to weather delays, he does not return to Domicile until 2230. This is not an Extension, because there is no involuntary rescheduled flight assignment.

**Example 4:** A Pilot's Trip Hour Period is scheduled to terminate at 1800. He is assigned an additional round Trip that is scheduled to return him to Domicile at 2000. Due to weather delays, the Pilot does not return until 2300. This is an Extension, but not a Junior Assignment because the Pilot was scheduled to return within 3 hours, but the weather caused the delay.

**Example 5:** A Pilot in PHL is scheduled to operate his last leg of a Trip from PHL to MSP and is scheduled to be released at 1800 in MSP. The Company removes the PHL-MSP leg and reassigns

the pilot to PHL-DTW-MSP and is now scheduled to be released in MSP at 1905. This is an Extension. If the pilot elects to utilize his 3rd refusal in a calendar year in accordance with paragraph I.1.b., below, and the Company deems the Pilot to be the last and only available pilot then the pilot shall be paid at 200% and shall retain his last extension refusal.

- b. A Pilot is entitled to decline an extension assignment three (3) times in a calendar year, but no more than one (1) time in a Bid Period. The last available Pilot may not decline an extension assignment; however such a Pilot will have the extension assignment paid at two hundred percent (200%) and shall not be deemed to have declined the extension.
- c. A Pilot will not be extended more than two (2) times in any Month.
- d. A Pilot will not be extended to perform additional duties following a CDO/SDT.
- e. A Pilot who is extended will be compensated at one hundred fifty percent (150%) of his applicable hourly pay rate, commencing with the first leg that operates one hour beyond his original Trip Hour Period. Such pay will be in addition to the Pilot's monthly guarantee.

## 2. Junior Assignments

- a. A Junior Assignment shall be defined as any involuntary flight assignment, including deadhead, which is scheduled to operate on a scheduled Day Off or is scheduled to conclude three (3) or more hours beyond the Pilot's original Trip Hour Period. No Pilot shall be junior assigned to report earlier than the originally scheduled commencement of his Trip Hour Period.
- b. A Pilot who has been extended pursuant to paragraph I.1., above, may volunteer to continue the extension beyond three (3) hours in lieu of another Pilot being junior assigned. Such Pilot shall be treated as though he was junior assigned.

**Example 1:** A Pilot's Trip Hour Period is scheduled to terminate at 1800. Two legs of his Trip cancel due to weather. The Pilot is rescheduled to perform flying which is scheduled to return him to his Domicile at 2145. This is a Junior Assignment, and the Pilot must be the junior available Pilot because the reassignment will cause the Pilot's Trip Hour Period to terminate more than 3 hours beyond his originally scheduled termination point.

**Example 2:** A Pilot's Trip Hour Period is scheduled to terminate at 1800. Due to weather delays, he does not return to Domicile until 2300. This is not a Junior Assignment because there is no involuntary rescheduled flight assignment.

- c. If the Open Flying is assigned pursuant to paragraphs G.3.h. or G.3.i., above, the junior assigned Pilot is responsible for the Trip. He may, however, elect to have the Trip remain posted in Open Time so that another Pilot will have the opportunity to pick up the Trip voluntarily. A Pilot who elects to have a Trip to which he has been junior assigned remain in Open Time shall not be eligible for Cancellation Pay in accordance with Section 3.N. until such time as the Pilot notifies Crew Scheduling that he wishes to fly the trip pursuant to paragraph I.2.e., below, or at least six (6) hours prior to the report time of the trip, whichever occurs first.
- d. If the junior assigned Pilot elects the option in paragraph I.2.c., above, the Trip will remain in Open Time until:
  - i. six (6) hours prior to the scheduled report time of the Trip, or
  - ii. if there is a deadhead associated with the Trip for the junior assigned Pilot, the scheduled report time for that deadhead, or
  - iii. another Pilot picks the Trip up.
- e. If the junior assigned Pilot initially advises Crew Scheduling that he wants the Trip to remain in Open Time, he may, at any point prior to being notified that another Pilot has picked up the Trip, notify Crew Scheduling that the Trip should be removed from Open Time so he can fly the Trip.
- f. If another Pilot picks up the junior assigned Trip, Crew Scheduling will notify the junior assigned Pilot that he has been released from the Trip as soon as possible.

### 3. Schedule Disruption

A Pilot whose schedule would be disrupted by the assignment (including conflicts with the FARs) will not be considered available if other Pilots are available whose bid schedules would not be disrupted by the assignment. If a Pilot's schedule is disrupted, he will be pay protected for any time lost.

4. Returning to Original Schedule

A Pilot who is junior assigned will have the right to be returned to his original schedule in accordance with the provisions that follow:

- a. The junior assigned Pilot must notify Crew Scheduling of his desire to be returned to his original schedule.
- b. The junior assigned Pilot will be returned to his original schedule the first time he returns to a Domicile, under the following provisions:
  - i. Returning the junior assigned Pilot to his original schedule does not trigger an additional junior assignment event, including an extension of an additional Pilot to cover the junior assigned Trip;
  - ii. Returning the junior assigned Pilot to his original schedule does not require the use of more than one (1) Reserve Pilot to cover the junior assigned Trip;
  - iii. Returning the Pilot does not create a thirty (30)-in-seven (7) or contractual or FAR time/duty limitation that would not allow the Pilot to complete his original Trip.

5. Junior Assignment Limitations

- a. The Company may not junior assign a Pilot who is on a scheduled vacation day, or an originally scheduled contiguous Day(s) Off, prior to or following his vacation period, unless the Pilot consents. For the purposes of this paragraph, any Trip trade or drop requests granted by the Company will not be considered to be contiguously, originally scheduled Day(s) Off.
- b. A Pilot will not be junior assigned when initiating a phone call to Crew Scheduling or when accessing the Company's computer system, except when a call is made by the Pilot to Crew Scheduling following the Company's attempt to contact the Pilot for a junior assignment within the preceding three (3) hours.
- c. When making a junior assignment in accordance with the provisions of this paragraph, Crew Scheduling must clearly state to the Pilot that he is being junior assigned.
- d. A Pilot will not be junior assigned more than two (2) times (totaling no more than three (3) Duty Periods) per Month, unless the Pilot agrees otherwise.

- e. A Pilot will not be junior assigned for more than eight (8) Duty Periods in any calendar year without his consent.
- f. A Pilot for whom a junior assignment event would result in the junior assignment being surrounded by Days Off will be considered senior for the purposes of identifying the junior Pilot.
- g. A Pilot will not be junior assigned to perform additional duties after a CDO/SDT.
- h. A Pilot will not be junior assigned if his Days Off for the Month would be reduced to more than one (1) day less than the contractual minimum.
- i. A Pilot with the contractual minimum number of Days Off will be considered senior to any Pilot with more than the contractual minimum number of Days Off for purposes of junior assignment.
- j. A Pilot who is junior assigned on one of his contractual minimum Days Off will be given a Compensatory Day Off for the Day Off on which such Pilot is junior assigned.
- k. A Pilot who is junior assigned on a Day Off and who has more than the contractual minimum number of Days Off will be given a Compensatory Day Off for each Day Off such Pilot is junior assigned except for the first Day Off affected by a junior assignment in the calendar year.
- l. Compensatory Days Off will be awarded in accordance with paragraph L.5., below.
- m. A Pilot is entitled to decline a Junior Assignment three (3) times in a calendar year, but no more than one (1) time in a Bid Period. In the event that all available Pilots have declined the junior assignment, the junior available Pilot shall be required to perform the junior assignment. In addition, such a Pilot will have the junior assignment paid at two hundred percent (200%) and shall not be deemed to have declined the junior assignment.
- n. A Pilot who declines a junior assignment will not be required to accept another junior assignment for a period of forty-eight (48) hours following the refusal or forty-eight (48) hours after the end of his Trip Hour Period, whichever is later.

6. Junior Assignment Pay

All pay associated with a junior assignment will be in addition to the Pilot's monthly



guarantee.

- a. A Pilot will be compensated at one hundred fifty percent (150%) of his applicable hourly pay rate for any junior assignment that occurs on a scheduled day of work commencing with the first leg that operates one hour beyond his original Trip Hour Period.
- b. A Pilot will be compensated at two hundred percent (200%) of his applicable hourly pay rate for any Pay Credits accrued on a scheduled Day Off.
- c. For the purpose of a CDO/SDT assignment operating on a day of work and a scheduled Day Off, the following will apply:
  - i. If neither of the affected days are reserve days, a pilot junior assigned to a CDO/SDT will be credited in accordance with paragraph a. or b., above for the applicable portion of the CDO/SDT operated on such day, including proportioning of the CDO/SDT credit, if applicable.
  - ii. A pilot junior assigned to operate from a reserve day into a scheduled Day Off or a scheduled Day Off into a reserve day will receive the greater of half the CDO/SDT minimum credit (two hours) or the scheduled or Block credit for the portion of the CDO/SDT operated on the scheduled Day Off, at 200% premium credit, and receive the greater of half the CDO/SDT minimum credit (two hours) or the scheduled or Block credit for the portion of the CDO/SDT operated on the scheduled reserve day, at regular credit. Credits accrued on a scheduled day of reserve shall not be paid above guarantee.

**Example:** A Pilot on Reserve is Junior Assigned to a CDO/SDT starting on the Reserve Day and continuing into a Day Off. If the CDO/SDT is scheduled to credit, and actually credits less than four (4) hours, the CDO/SDT will be paid at two (2) hours, towards guarantee, at his hourly rate of pay for the portion of the CDO/SDT on the Reserve day and two hours, above guarantee, at 200% of his hourly rate of pay for the portion of the CDO/SDT on the Day off, for the equivalent of a total of six (6) hours of credit ( $2 \times 100\% + 2 \times 200\% = 6$ , of which four (4) hours are above guarantee). If the legs of the CDO/SDT actually block two and one-half (2.5) hours for each of a total of two legs, then the pilot will be credited for two and one-half (2.5) hours, towards guarantee, at his applicable hourly rate of pay and two and one-half (2.5) hours, above guarantee, at 200% of his hourly rate of pay, for the equivalent of a total of seven and

one-half (7.5) hours of credit ( $2.5 \times 100\% + 2.5 \times 200\% = 7.5$ , of which five (5) hours are above guarantee).

If the outbound leg of the CDO/SDT actually blocks two and one-half (2.5) hours and the inbound leg actually blocks one and one-half (1.5) hours, then the pilot will be paid two and one-half (2.5) hours, towards guarantee, at his hourly rate of pay and two (2) hours, above guarantee, at 200% of his hourly rate of pay, for a total of six and one-half (6.5) hours of credit ( $2.5 \times 100\% + 2 \times 200\% = 6.5$ , of which four (4) hours are above guarantee).

7. Confirmation

- a. A Pilot who is junior assigned or extended pursuant to paragraph I., above, will receive confirmation of such junior assignment or extension within thirty-six (36) hours of the event. In the event of any dispute over the number of times a Pilot has been junior assigned or extended, the confirmations received by the Pilot will decide the matter.
- b. A log that includes all qualifying junior assigned and extended events will be maintained and made available during normal business hours to the ALPA Grievance Chairman, or his designee, upon request.

8. A Pilot who is extended or junior assigned will be provided sufficient time to make phone calls for personal arrangements.

9. Delayed into Day Off for Reasons beyond the Company's Control (LOA 21.A.3.)

- a. A Pilot whose assignment ends after 0200 local time on a previously scheduled Day Off for reasons beyond the Company's control will be entitled to one hundred fifty percent (150%) of his applicable hourly pay rate, commencing with the first leg that operates at or beyond 0200 local time on a scheduled Day Off. Such pay will be in addition to the Pilot's monthly guarantee. The assignment will not be considered an extension for the purpose of the limitations on extensions contained in paragraph I.1.c., above.
- b. A Pilot who has been delayed into his Day Off for any reason other than weather or ATC shutdown, in accordance with paragraph a., above, will be replaced by a reserve Pilot at the earliest opportunity. If a reserve Pilot is not reasonably available considering the circumstances existing at the time the decision is made (or if the use of a reserve would cause another Pilot to be junior assigned), then the Company will schedule the delayed Pilot in accordance with one of the following options:

- i. Operate a single leg back to his Domicile; or
- ii. Be deadheaded by the most expeditious method back to his Domicile pursuant to the normal deadhead procedures under Section 8 of the JCBA; or
- iii. Operate no more than two (2) legs back to his Domicile, or operate one (1) leg and deadhead, provided the Pilot is released in his Domicile no later than 1700 local time.

The Company may also schedule the delayed Pilot using one of the three (3) options in paragraphs A.3.b.i. through A.3.b.iii., above, if that option results in the delayed Pilot returning to his Domicile sooner than replacing the Pilot with a reserve Pilot.

- c. A Pilot who has been delayed into his Day Off due to weather or ATC shutdown, in accordance with paragraph a., above, will be assigned by the Company in accordance with one of the following options:
    - i. Operate a single leg back to his Domicile; or
    - ii. Be deadheaded by the most expeditious method back to his Domicile; or
    - iii. Operate no more than two (2) legs back to his Domicile, or operate one (1) leg and deadhead, provided the Pilot is released in his Domicile no later than 1700 local time.
  - d. A Pilot who has been delayed into his Day Off shall be released upon his first return to his Domicile or released if he is already in his Domicile.
  - e. A Pilot who is subject to paragraph b., above, and who is not released in his Domicile by 1700 local time on his Day Off shall be entitled to a Compensatory Day Off for each such day that he is not released by 1700 local time in his Domicile.
  - f. For a pilot who has been delayed into his Day Off, assignments other than those listed in paragraphs b. and c., above, must be accomplished in accordance with paragraphs I.2 through I.7, above.
10. Delayed into a Day of Work for Reasons Beyond the Company's Control (LOA 78.A.)
- a. Except for a Reserve Pilot, a Pilot who is delayed beyond the end of his Trip Hour Period ("Trip 1") into a Day in which he was scheduled to start another

Trip ("Trip 2") for reasons beyond the Company's control, and who does not receive rest in Domicile in accordance with Section 12.F.1., will be credited at one hundred fifty percent (150%) of his applicable hourly pay rate, commencing with the first leg that operates one hour beyond the end of the Trip 1's original Trip Hour Period or for any Pay Credit accrued, until such time as the Pilot is released from Duty for the purpose of receiving rest in Domicile.

- b. Any flying removed from Trip 2 due to a conflict with Trip 1, prior to the Pilot receiving Domicile rest, will be credited at one hundred percent (100%) of his applicable hourly pay rate.
- c. Any flying removed from Trip 2 to accommodate Domicile rest will be credited at one hundred percent (100%) of his applicable hourly pay rate.
- d. A Pilot who is removed from flying to receive Domicile rest will be eligible to receive a hotel room pursuant to Section 12.F.3.
- e. Section 25.I.10. shall apply to a Reserve Pilot who voluntarily adds flying on a day contiguous to a Reserve Day when the added flying is Trip 1 or Trip 2 as described in Section 25.I.10.a., above.

**Example:** A Pilot is scheduled for a 3-day Trip on December 1, 2, and 3 (Trip 1), followed by a 3-day Trip on December 4, 5, and 6 (Trip 2). Due to weather, the Pilot is unable to return to Domicile on December 3, so he is rescheduled to return to Domicile on December 4. December 4 is a 5-leg day. The first two legs on December 4 are removed to accommodate the reassigned flight back to Domicile. The Pilot then operates the next two legs that are part of the original Trip on December 4. He is removed from the last leg on the night of December 4 and the first leg on December 5 to receive Domicile rest. He then resumes flying the balance of Trip 2 on December 5 beginning with the second leg.

The Pilot will be credited in accordance with Section 3.N.1. for the last leg that canceled due to weather on December 3. The Pilot will be credited at 150% of his applicable hourly pay rate for the leg that returns to Domicile on the morning of December 4, and he will be credited 100% for the Leg Values of the first two legs removed on December 4, and will be credited at 150% for the next two legs operated as part of the original Trip before receiving Domicile rest. The two legs removed to accommodate the Domicile rest will be credited in accordance with 3.N.1.

**NOTE:** See LOA 78 for examples.

- f. When the Company reschedules a Pilot so that a Trip that would be credited at straight pay is “stitched” (i.e. no Domicile rest occurs between two (2) Trips, in accordance with the terms of Section 25.I.10.) with a premium pay Trip, the premium pay rate will apply to the first reassigned departure that occurs more than one (1) hour after the original Trip Hour Period of the first Trip was scheduled to end, or to the first scheduled departure of the premium pay Trip, whichever is earlier. Any trip stitch pay that would have been paid at one hundred and fifty percent (150%) will be paid at two hundred percent (200%). If the premium pay due for the premium pay Trip is at two hundred percent (200%), no additional premium will be paid. (LOA 98)

**Example:** A Pilot is scheduled to fly a two-day trip ending at 1700 on Day 2, followed by a two-day Trip added from open time at 150%, starting at 1100 on the next day (Day 3). Due to delays, the Pilot does not return to Domicile until 1300 on Day 3 after flying the two-hour leg that returned him to Domicile that morning. The Pilot is entitled to be paid at 200% for any flying that occurred one hour beyond the end of his original Trip Hour Period, including the two-hour leg that returned him to Domicile on Day 3, and for any further flying on Days 3 and 4, unless he received Domicile rest during the second two-day Trip, in which case the Pilot will be treated in accordance with Section 25.I.10.

J. Reserve (as modified by LOAs 51.L., 71, and 91)

1. Availability

- a. A Reserve Pilot may be assigned to perform duty between the earliest possible report time on the first day of his Reserve sequence, based upon the contact period start time and the call-out time, and 2400 on the last day of his Reserve sequence, subject to the limitations described herein. (LOA 71.O.2.)
- b. A Reserve Pilot shall be contactable (on call) for no more than fourteen (14) hours on each Calendar Day of his reserve period.
- c. Contact Periods
- i. The Company may publish two (2) or three (3) reserve contact periods on the Monthly Bid Package. A Pilot may bid for these periods by bidding P1, P2, or P3. A Pilot may also bid for First Out or Last Out status in accordance with the provisions of paragraph J.5.a., below. Pilot bids for these preferences will be awarded in accordance with seniority.

The contact period may vary by Position and by Month.

**Example:** If the DTW CRJ200 contact periods are 0500-1900, 1000-2400, and 1900-2400, then the contact period starting at 0500 would be designated P1, the contact period starting at 1000 would be designated P2, and the contact period starting at 1900 would be designated P3.

- ii. A Pilot's contact period may be extended on any day(s) of his reserve period, but shall never extend past 2400 and can never exceed fourteen (14) hours. In the event of an extension, the start of the Pilot's contact period shall be delayed by an equivalent number of hours on the following day.

**Example:** Scheduled contact period is 1200-1900. Crew Scheduling may contact the Pilot prior to 1900 to extend his contact period. If extended until 2400 and the Pilot is not called out to fly, the Pilot's contact period would not commence until 1700 the following day and end at 1900 unless once again extended.

- iii. Crew Scheduling may reduce the extension of the contact period by notifying the Pilot that he is no longer on call. In that case, the commencement of the next day's contact period shall be ten (10) hours after being called by Crew Scheduling.

- iv. A Reserve Pilot will be awarded a contact period on his Final Line Award. This period will apply for the entire Month, with two (2) exceptions:

- (a) A Pilot who is assigned to out-of-Domicile reserve duty may change his preference for the out-of-Domicile period by contacting Crew Scheduling. The out-of-Domicile Reserve Pilot's preferences will be considered, along with the preferences of other Pilots on reserve at the same Domicile.

**Example:** A MSP Reserve Pilot is assigned to out-of-Domicile reserve in DTW. When making Trip assignments, Crew Scheduling will handle him in accordance with his seniority, as if he were actually domiciled in DTW.

- (b) A Pilot may have his contact period changed in accordance with the provisions set out in paragraph J.2., below.

- v. A Pilot on P1 who has not been given a flight assignment by 1400 local time at his Domicile on his last day of Reserve before his Day Off will automatically be released to his Day Off. A Pilot on P2 who has not been given a flight assignment by 1900 local time at his Domicile on his last day of Reserve before his Day Off will automatically be released to his Day Off. (LOA 71.P.)
- vi. A Pilot who is released in accordance with paragraph v., above, will be responsible for any assignments placed on his calendar prior to the end of his originally scheduled contact period on the last day of his Reserve sequence, except that a Pilot may, at his option, elect to check his schedule by 1200 CT on the day following the last originally scheduled day of his Reserve sequence for any assignment made prior to the end of his last originally scheduled contact period. (LOA 71.P.)
- vii. At the completion of a flight assignment by a Reserve Pilot, other than a Pilot on P3, if a Pilot has not been reassigned any additional duty on the last day of reserve duty preceding a scheduled Day Off, the Pilot will be released from duty after the Block-In time of his last scheduled flight or the release time in paragraph v., above, whichever is later. (LOA 71.P.)
- viii. A P3 Pilot may request to be released from the last day of any reserve sequence. A Pilot who has a reserve sequence of four (4) or more days will be released from the last P3 reserve following completion of the CDO/SDT or P3 contact period that began the day prior to the last day in the sequence. A request for release (LOA 51) will not be made prior to the completion of the second to last contact period of the sequence. If the Pilot is released, he will be responsible for any assignments placed on his calendar prior to 2359 on the day of his last originally scheduled contact period. The Pilot will be required to check his schedule at 2359 on the last originally scheduled day of his Reserve sequence, except that a Pilot may, at his option, elect to check his schedule on the day following the last originally scheduled day of his Reserve sequence for any assignment made prior to the end of his last originally scheduled contact period.

**Example:** A Pilot is assigned to P3 reserve Monday through Friday on the 1st-5th and 8th-12th of the month. Upon completion of his P3 contact period on Thursday the 4th, the Pilot asks to be released from his P3 period on Friday the 5th. The Company releases the pilot from his P3 assignment on Friday. On Friday the 5th at 23:00 the Company assigns the Pilot to a trip with a report on the 8th. Due to his commute, the Pilot elects not to check his schedule at

2359 on the 5th. On the 6th the Pilot checks his schedule and self-notifies for the trip on the 8th.

d. Build-Up Pilots Whose Schedules Include Reserve Duty

- i. Any Pilot who holds a Build-Up Line will be given the option of preferencing contact periods and the Company will honor those preferences when possible.
- ii. The contact period designated for a Build-Up Pilot will apply for the entire Month, with the same two exceptions as outlined for Reserve Pilots in paragraphs J.1.c.iv.(a) and J.1.c.iv.(b), above.

2. Contact Period Changes

a. The Company may, when necessary, change a Pilot's contact period in accordance with the following provisions:

- i. A Pilot will not be contacted prior to 0800 local time for the purpose of changing his contact period unless the Company is making a specific flight assignment that requires such contact, or is making the contact as provided in paragraph J.2.a.ii., below.
- ii. A Pilot's contact period may be changed from P1 or P2 to P3, provided the Pilot is either:

- (a) contacted after 0800 local time and is given at least ten (10) hours of additional rest; or

**Example:** A Pilot is scheduled for reserve duty from 0500 to 1900. The Company calls the Pilot at 0815 and puts the Pilot back to rest until 1815 hrs. The Pilot is entitled to a minimum of 10 hours of rest and will now be contactable from 1815 to 2400.

- (b) contacted prior to 0800 local time and is given at least eleven (11) hours of additional rest

**Example:** A Pilot is scheduled for reserve duty from 0500 to 1900. The Company calls the Pilot at 0700 and puts the Pilot back to rest until 1800. The Pilot is entitled to a minimum of 11 hours of rest and will now be contactable from 1800 to 2400.



- iii. A Pilot's contact period may be changed from P3 to P1 or P2, provided the Pilot is given at least ten (10) hours of additional rest

**Example:** A Pilot is scheduled for reserve duty from 1900 to 2400. The Company calls the Pilot at 2100 and puts him back to rest until 0700, without giving him a specific flight assignment. The Pilot is entitled to a minimum of 10 hours of rest and will now be contactable from 0700 to 1900.

- iv. A Pilot's contact period may be changed from P1 or P2 to P1 or P2, provided the Pilot is given at least ten (10) hours of additional rest.

**Example:** A Pilot is scheduled for reserve duty from 0500 to 1900. The Company calls the Pilot at 0500 and puts him back to rest for a flight assignment scheduled with a 1500 show time.

- v. Swap to P3 with Minimum 24-Hour Notice

A Reserve Pilot may be swapped to P3 (one or more consecutive days) without being scheduled for two (2) Days Off prior to actually flying a Nighttime Operation, provided he is notified of the swap to P3 at least twenty-four (24) hours prior to the start of the P3 contact period, and provided that the Pilot is released from all duty at least twenty-four (24) hours prior to the start of the P3 contact period, RRL, or Nighttime Operation.

- vi. Swap to P3 with Less than 24-Hour Notice

A Reserve Pilot may be swapped to P3 without being scheduled for two (2) Days Off prior to the assignment, and with less than twenty-four (24) hours' notice, but may only be given a single Nighttime Operation assignment. Regardless of whether the Pilot received two (2) Days Off prior to the swap, he will be released from all duty for the two (2) calendar days following the end of the P3 period (if there is no actual Nighttime Operation assignment) or the end of the Nighttime Operation assignment (if a Nighttime Operation is actually flown), as applicable.

- vii. Limitation Following Nighttime Operation

- (a) A Reserve Pilot who actually flies a Nighttime Operation must either be given the following two (2) Days Off, or remain on P3 and be subject to assignment of only Nighttime Operations or RRL, consistent with the limitations in this Section and Section 12.

- (b) A Reserve Pilot who actually flies a Nighttime Operation shall not be swapped to any other contact period unless he receives two (2) Days Off prior to the day upon which the swap will take effect.

viii. Swaps Out of P3

- (a) A Reserve Pilot assigned to the P3 period may be swapped to a different contact period, provided he has not actually flown a Nighttime Operation, and provided the swap is consistent with the other limitations of this Section.
- (b) A Reserve Pilot assigned to the P3 period may be given an assignment other than a Nighttime Operation or RRL, but he can only be required to perform one (1) Nighttime Operation following such assignment, and will be given two (2) Days Off following the Nighttime Operation assignment.

- ix. The Company may call a Reserve Pilot during any contact period to change a future scheduled contact period, i.e. changes do not have to be made on the same day. However, any future scheduled change must be consistent with the Pilot's awarded contact period and his seniority.

- x. "Additional rest" means a period of time free from all duty, commencing after the Company's contact with the Pilot.

- b. A Pilot will be returned to his awarded contact period as soon as feasible in his current sequence of Reserve days, but must be returned to his awarded contact period for his next sequence of Reserve days, unless doing so would result in half or less than half of the originally awarded number of Reserve Pilots being available in the affected period.

**Example 1:** A Pilot is awarded the 0500-1900 reserve period. He is called at 1000 and is put on 10 hours rest and assigned a CDO with a 2000 report time. The Pilot must receive the following two (2) Days off. Preferences will be honored if the Pilot's remaining days of availability are the same as provided in paragraph J.5.a., below.

**Example 2:** If Pilot A is scheduled to be on reserve on the 4th through the 7th, Pilot B is scheduled to be on reserve on the 3rd through the 7th, and Pilot C is scheduled to be on reserve on the 6th and 7th, preferences would be honored by seniority on the 4th through 7th for Pilots A and B, and among all three Pilots on the 6th and 7th.

- c. No Pilot shall be swapped to the P3 contact period unless P3 was awarded to another Reserve Pilot in the same Position for the entire Month (in accordance with paragraph J.1.c., above) prior to the start of the Month. This provision will not apply if there are not a sufficient number of CDOs to create a pure CDO Line in the Position.
- d. A Pilot shall not be swapped out of his contact period more than one (1) time during any span of reserve days. A “span of reserve days” shall mean any sequence of days of reserve that are not separated by Days Off on the Pilot’s Final Line Award. A span of reserve days that includes Days Off granted in accordance this paragraph J.2. shall not be considered a new or separate span of reserve days. A Pilot will be returned to his contact period in accordance with paragraph J.2.b., above, except that a Pilot who is swapped to P3 may be required to remain on P3 for the remainder of his span of reserve days, at the Company’s discretion.

**Example 1:** A Pilot is awarded P1 and is on a 5-day span of reserve days. On Day 1, he is assigned a day Trip. On the morning of Day 2 (with less than 24 hours’ notice of the swap), he is swapped to P3 and actually assigned to a CDO that spans Days 2 and 3. The Pilot would then have Days 4 and 5 off.

**Example 2:** A Pilot is awarded P3 and is on a 5-day span of reserve days. On Day 1, he is not used; on Days 2 through 4, he is awarded 3 CDOs (duty ends on Day 5). The Pilot will actually receive 2 Days Off after the completion of his last CDO.

**Example 3:** A Pilot is awarded P2 and has a 5-day span of reserve days. On Day 1, the Pilot is notified that he is being swapped to P3 on Day 2.

The Pilot has received at least 24 hours’ notice of the swap. The Pilot is not used on Day 2. He will either remain on P3 or be returned to P2, in accordance with paragraph J.2.d., above.

**Example 4:** A Pilot is awarded P1 and has a 5-day span of reserve. On Day 1, the Pilot is notified that he is being swapped to P3 on Day 2, and the Pilot has received at least 24 hours’ notice of the swap. The Pilot flies a CDO that spans Days 2 and 3. The Pilot will either be given Days 4 and 5 off or remain in the P3 contact period on Days 4 and 5.

**Example 5:** A Pilot is awarded P3 and has a 5-day span of reserve days. The Pilot is swapped from P3 to P1 on Day 2. The Pilot has

not actually flown a CDO. The Pilot must either remain in P1 for the remainder of his span of reserve days or he may be swapped back to P3. However, he must be given 24 hours' notice of his return to P3, or, if he receives less than 24 hours' notice, he must be given 2 Days Off.

**Example 6:** A Pilot is awarded P1 and has a 5-day span of reserve days. On Day 1, the Pilot is notified that he is being swapped to P3 on Day 2.

On Day 2, the Pilot receives an assignment that is not a CDO and carries into Day 3. At the completion of that assignment, the Pilot will return to his awarded P1 contact period, and his contact period cannot be changed again during that sequence of reserve days.

**Example 7:** A Pilot is awarded P3 and has a 5-day span of reserve days. On Day 1, he is assigned a 3-day Trip that starts at 2100. The Trip ends at 0900 on Day 3. The Pilot is returned to P3, but he is only eligible to be assigned to 1 CDO, and he must receive at least 2 Days Off following the CDO.

- e. A Pilot who receives an additional Day(s) Off pursuant to this paragraph J.2. will not lose any pay as a result of such schedule adjustment.
  - f. Sections 12.L. 6. and 12.L.7. will not be applied to a P3 Pilot awarded a Reserve sequence contiguous with a Planned Activity. However, the Company will, upon request, swap the Pilot to P1 or P2 provided the request is made no less than 72 hours prior to the start of the affected Reserve sequence. (LOA 51)
  - g. The Company will not swap a Pilot's contact period to an earlier contact period on the first day of the Pilot's sequence of Reserve days, unless the Pilot agrees or unless it is operationally necessary as determined by the Company. If a Pilot's contact period is swapped due to operational necessity, the Pilot will be offered a hotel room at Company expense for the night preceding the Reserve sequence and will be released no later than 1400 Domicile time on the last day of the Pilot's Reserve sequence if he has not been given a flight assignment by that time. (LOA 71.O.3.)
3. Maximum Duty Period (LOA 91)

A Reserve Pilot shall not be scheduled or rescheduled to be on Duty, including Reserve duty, for more than fifteen (15) hours in any Duty Period. If a Pilot is given

a CDO flight assignment, the Pilot's Duty Period will be limited to fourteen (14) hours.

**Example 1:** A Reserve Pilot is scheduled for Reserve duty from 0500 to 1900. At 0600, the Company calls the Pilot and assigns him a Trip reporting at 0830. The Pilot must be scheduled to complete his Duty day by 2000. In the event of a delay, the Pilot must actually complete his Duty Period no later than 2100. (LOA 91)

**Example 2:** A Pilot is scheduled for reserve duty from 0500 to 1900. The Company calls the Pilot at 0900 and puts him back to rest until 1900. If the Company gives the Pilot a CDO flight assignment, the Pilot must then be scheduled to be off duty by 0900 the following morning.

4. Call-Out (LOA 91)

- a. Except as provided in paragraphs J.4.b. and J.4.c., below, a Reserve Pilot reporting for assignment will be subject to a one-hour forty-five minute (1:45) call out, but will make every effort to report earlier if needed.
- b. A Reserve Pilot reporting for assignment in ATL, or a location that the Company and Association agree have similar characteristics, will be subject to a two-hour (2:00) call out, but will make every effort to report earlier if needed.
- c. A Reserve Pilot reporting for assignment in the NYC Co-Terminal will be subject to a two-hour thirty minute (2:30) call out, but will make every effort to report earlier if needed.
- d. A Reserve Pilot may be released from a reserve contact period only with the approval of Crew Scheduling, or in accordance with paragraphs J.1.c.v. through viii., above. A Pilot who is released shall be free of Duty until his next scheduled contact or duty period.

5. Assignments

a. Assignment Preferences

i. Exception for CKS (LOA 91)

A Pilot assigned a Build-Up or Reserve Line who has not completed his consolidation of knowledge for his current Category shall be deemed to have preferenced First Out status until his consolidation of knowledge is complete. Once the Pilot has met the threshold number of hours for

consolidation of knowledge for his current Category, and the “CKS” code is removed from CrewTrac, he will be assigned in accordance with his indicated preferences.

- ii. “First Out” means the Pilot wishes to be utilized before all other similarly situated Reserve Pilots for flying assignments. “Last Out” means the Pilot wishes that all similarly situated Reserve Pilots will be utilized before him. A Pilot on Long Call Reserve shall not be considered to be similarly situated to a Pilot on Short Call Reserve. Preferences will be honored by seniority. (LOA 91)

**Example:** Four Pilots are on reserve from the 4th through the 7th. The most senior and most junior Pilot bid First Out. The other Pilots bid Last Out. Three flying assignments become available. The most senior and junior Pilots are awarded the flying, along with the most junior Pilot who bids Last Out.

**Example:** A junior Pilot on Long Call Reserve who has preferenced First Out shall be awarded a Trip prior to a senior Pilot on Short Call Reserve who has also preferenced First Out.

- iii. A Pilot may also list one (1) preference for Nighttime Operations and one (1) preference for Daytime Trips. For instance, the Pilot may request Last Out for Nighttime Operations and First Out for Daytime Trips. A pilot who does not indicate a preference will default to Last Out for the Month.
- iv. A Pilot who is required to perform reserve out of Domicile (other than a TDY Pilot) will be permitted to change his preferences, if he so chooses, upon notification that he shall perform reserve out of Domicile. The changed preference shall apply to all time spent out of Domicile that Month.
- v. First Out/Last Out preferences shall not be honored when to do so would result in a conflict with another Agreement provision.
- vi. First Out/Last Out requests will be honored if the Pilot’s remaining days of availability are the same.

**Example:** If Pilot A is scheduled to be on reserve on the 4th through the 7th, Pilot B is scheduled to be on reserve on the 3rd through the 7th, and Pilot C is scheduled to be on reserve on the 6th and 7th, preferences would be honored by

seniority on the 4th-7th for Pilots A and B, and among all three Pilots on the 6th and 7th.

- vii. In any case, the Company will assign duty to on-call Reserve Pilots in the following order to the extent possible, subject to contractual flight and duty limitations and any applicable FAR limitations:
- (a) At the Company's discretion, to any Pilot on reserve who requires flights for currency or training;
  - (b) Prior to making a Reserve assignment of Daytime Trips, the Company will: (LOA 91)
    - (i) determine, first, whether a Reserve Pilot currently on an assignment, except Ready Reserve, has preferred First Out or Last Out; and
    - (ii) If the Reserve Pilot has preferred First Out, the Company will assign him additional flying without regard to the Order of Assignment provisions below; and
    - (iii) If the Reserve Pilot has preferred Last Out, the Company will determine his current block hours for the Month; and
    - (iv) If the Reserve Pilot has over thirty-two (32) hours of Block Time, then he will not be assigned to the additional flying, unless he is the only available Reserve Pilot to operate the flight either without delay or lesser delay (excluding a Ready Reserve, who may be used, at Company option).
- If a Daytime Trip is not assigned pursuant to steps (i) through (iv) above, then Daytime Trips will be assigned in the following order:
- (v) First Out / Daytime: in seniority order amongst P1 and P2 Pilots in the bucket whose schedule contains the same number of available reserve days as the number of days of the assignment;
  - (vi) Last Out / Daytime: in inverse seniority order amongst P1 and P2 Pilots in the bucket whose schedule contains the same number of available reserve days as the number of days of the assignment;
  - (vii) First Out / Daytime: in seniority order amongst P1 and P2

Pilots in the bucket whose schedule contains the next greater number of available reserve days than number of the days of the assignment;

- (viii) Last Out / Daytime: in inverse seniority order amongst P1 and P2 Pilots in the bucket whose schedule contains the next greater number of available reserve days than the number of days of the assignment;
  - (ix) First Out / Daytime: in seniority order amongst P3 Pilots in the bucket whose schedule contains the same number of available reserve days as the number of days of the assignment;
  - (x) Last Out / Daytime: in inverse seniority order amongst P3 Pilots in the bucket whose schedule contains the same number of available reserve days as the number of days of the assignment;
  - (xi) First Out / Daytime: in seniority order amongst P3 Pilots in the bucket whose schedule contains the next greater number of available reserve days than number of the days of the assignment;
  - (xii) Last Out / Daytime: in inverse seniority order amongst P3 Pilots in the bucket whose schedule contains the next greater number of available reserve days than the number of days of the assignment.
- (c) Nighttime Operations Trips will be assigned in the following order:
- (i) First Out / Nighttime: in seniority order amongst P3 Pilots;
  - (ii) Last Out / Nighttime: in inverse seniority order amongst P3 Pilots;
  - (iii) First Out / Nighttime: in seniority order amongst P1 or P2 Pilots in the bucket whose schedule contains the same number of available reserve days as the number of days of the assignment;
  - (iv) Last Out / Nighttime: in inverse seniority order amongst P1 or P2 Pilots in the bucket whose schedule contains the same number of available reserve days as the number of days of



the assignment;

- (v) First Out / Nighttime: in seniority order amongst P1 or P2 Pilots in the bucket whose schedule contains the next greater number of available reserve days than number of the days of the assignment;
- (vi) Last Out / Nighttime: in inverse seniority order amongst P1 or P2 Pilots in the bucket whose schedule contains the next greater number of available reserve days than number of the days of the assignment.
- (vii) [DELETED] (LOA 91)

b. Documentation

- i. The Company will make available for review by the Association Grievance Chairman the records which reflect the preferences of each Pilot, when each Reserve Pilot was called out, and when he completed his assignment.
- ii. Deviations from paragraph J.5.a.vii., above, for operational reasons will be noted on the affected Pilot(s) calendars.

c. Reserve Assignment Transparency (LOA 33.M.15.)

Pilots shall have remote access to the following information, which shall be made available on the Company website:

- i. A list of reserve Pilots, by Position, already on an assignment. Such list will include at least the Pilots' names and seniority numbers, and the pairing number, date, and scheduled release time of each Pilot's assigned pairing; and
- ii. A list of available reserve Pilots, by Position. Such list will include all the information necessary to appropriately determine which available reserve Pilot should be given any particular assignment (e.g., number of remaining available reserve days, each Pilot's contact period, Pilot preferences).
- iii. All information will be updated automatically as close to real time as is feasible.

6. A Pilot on reserve may use a pager or cell phone system at his expense. It is the

responsibility of the Pilot to ensure the pager/cell phone is maintained and operating properly.

7. Single Days Off on P3 Reserve

Crew Scheduling may assign a CDO Trip(s) to a “P3” Reserve Line holder which results in a single Day Off between Trips only under the following conditions:

- a. The Pilot actually bid for and was awarded the P3 contact period (i.e., P3 was not the Pilot’s last choice for the Month in question). A Pilot who does not bid a reserve contact period preference will not be considered as actually bidding for the P3 contact period; and
- b. The Pilot was not “swapped” to the P3 contact period; and
- c. The Pilot bid to “Allow Single Days Off” and was subsequently awarded single Days Off between reserve days on his Line.

8. Reserve Pilots – Out of Domicile

- a. A Reserve Pilot may be assigned out-of-Domicile duty. However, the Company shall not require the Pilot to travel to or from an out-of-Domicile assignment on his scheduled Days Off. For return to the Pilot’s Domicile, the Company shall deadhead the Pilot, if necessary, to return the Pilot to his Domicile prior to his Day Off.
- b. A Reserve Pilot will not be required to spend more than four (4) consecutive nights away from his Domicile.
- c. If the Company shall require out-of-Domicile coverage for an entire Month, such shall be deemed a temporary Position subject to paragraph J.8.a., above, and Section 24.F. A Pilot filling such temporary Position shall bid in seniority order.
- d. Out-of-Domicile Reserve Without a Specific Trip Assignment
  - i. Volunteers for out-of-Domicile reserve that is less than one (1) Month in duration will be solicited either prior to the Bid Period or after the Month begins for the designated time period. When the Company identifies the need for the out-of-Domicile coverage twenty-four (24) hours in advance, the Company shall solicit volunteers through the website. The website will state which Position(s) has an excess, which Position(s) needs the reserve coverage, and the dates the coverage is needed. A Pilot will volunteer by contacting Crew Scheduling. If the need for the

out-of- Domicile coverage is identified inside twenty-four (24) hours, then Crew Scheduling will contact any Pilot who is similarly situated (has the same days of availability) and has designated a desire to perform out-of-Domicile reserve on his bid card, in seniority order. Awards of out-of-Domicile reserve duty will be in seniority order among similarly situated Reserve Pilots.

- ii. A Reserve Pilot may volunteer to perform reserve duty out of his Domicile for a period not to exceed five (5) days. The Company and the Pilot may mutually agree to adjust the volunteer reserve's schedule so that he may serve up to five (5) consecutive days out of Domicile. No single Days Off will result from any schedule adjustments made pursuant to this provision.
- iii. If no Pilot volunteers for out-of-Domicile reserve assignment, then the out-of-Domicile reserve duty will be assigned in inverse order of seniority among similarly situated reserves, but the Pilot will not be required to perform reserve duty out of his Domicile for a period of longer than four (4) consecutive days, unless he is given a Trip assignment that extends beyond the four (4) days. A Pilot who is involuntarily assigned to out-of-Domicile reserve will not have his originally scheduled days of work rescheduled to accommodate this assignment.

**Example:** A Pilot is assigned to out-of-Domicile reserve on the 4th, 5th, 6th, and 7th. The Pilot must be given a Trip that starts no later than the 7th, or be deadheaded home no later than the 7th.

- iv. An out-of-Domicile reserve will be provided with a hotel in a location within walking access to restaurants and entertainment. If such accommodations are not reasonably available, the Company will arrange for free shuttle service to transport the Pilot or will reimburse the Pilot for standard taxi fees incurred.
9. No more than four (4) consecutive Nighttime Operations may be assigned to a Reserve Pilot under any circumstances. If four (4) consecutive Nighttime Operations are flown, the Reserve Pilot will be released upon completion of the last Nighttime Operation and will be given the following two (2) Calendar Days Off.

10. Long Call Reserve (LCR) (LOA 91)

a. Work Periods

The period of availability for a Pilot assigned LCR duty may not exceed five (5) consecutive Days of duty unless:

- i. The Pilot preferenced and was awarded six (6) consecutive Days of duty; or
- ii. The Pilot preferenced and was awarded more than six (6) consecutive Days of duty, increments to be designated by the Pilot, with at least one series of consecutive Days of duty consisting of more than six (6) days, with FAR 117 time off during the period of consecutive Days of duty to be assigned at Company discretion. A Pilot electing this option will preference when each work period in the Bid Period would commence, and the Pilot's preferences will be awarded by seniority.

**Example:** In a 30-Day Bid Period, a Pilot preferences and is awarded 18 consecutive Days of duty. The Company will ensure the Pilot is prospectively assigned 30 hours of rest as necessary to comply with FAR 117. The remaining Days in the Bid Period will be Days Off.

- b. A Long Call Reserve Pilot will be continuously available for assignment, commencing at 0001 on the first day of the Reserve sequence until 2359 on the last day of the Reserve sequence, except that an LCR Pilot will not be required to report sooner than 1300 Domicile time on the first day of a Reserve sequence, and shall not otherwise be required to report with less than twelve (12) hours' notice following the initial phone contact from Crew Scheduling (or self-notification, at the Pilot's option). On the last day of a Reserve sequence, an LCR Pilot who does not have an assignment will be released at noon Domicile time, subject to paragraph J.10.c.i., below.
- c. Notwithstanding paragraph J.10.b., above, once a Pilot on LCR duty begins a flight assignment, the Company may at any time prior to the Pilot's release:
  - i. assign additional flying to the Trip, or
  - ii. assign Duty the following LCR day.
- d. If a Pilot on LCR duty does not receive notification of an additional assignment prior to being released, the Pilot will resume his original schedule of LCR duty, with at least twelve (12) hours' notice of the next assignment.

e. Escalation to Short Call Reserve

- i. A Pilot on LCR duty may be escalated to SCR duty for a specific period (i.e. P1, P2 or P3) or, alternatively, a different contact period communicated to the Pilot at the time of escalation, provided the contact period does not exceed fourteen (14) hours and does not extend past midnight Domicile time.
- ii. The Company shall use current or projected operational need when escalating a Long Call Reserve Pilot to Short Call Reserve. A Long Call Reserve Pilot who is escalated to Short Call Reserve will receive one hundred fifty percent (150%) of the value of the greater of four (4) hours per Day or actual Pay Credit accrued, above the Pilot's monthly guarantee, until the Pilot is returned to Long Call Reserve or receives a Day Off.
- iii. Once escalated to SCR, a Pilot will be scheduled and rescheduled as an SCR.

11. Ready Reserve

- a. A Reserve Pilot may be assigned to "Ready Reserve," which means the Pilot will report to his Domicile airport for the assigned Duty Period. The Duty Period shall not exceed eight (8) hours per scheduled day of reserve, unless the Pilot receives a flying assignment within the eight (8) hour Duty Period. A Pilot standing Ready Reserve who is assigned flying will not be scheduled to exceed the maximum duty limitations as set out in Section 12. A Pilot assigned to Ready Reserve will begin to credit per diem at the time he reports to the airport for Ready Reserve Duty.

**NOTE:** For clarification of Section 25.J.11.a., a Pilot who is performing Ready Reserve duty may only be assigned to a flight that is scheduled to depart within the Ready Reserve Duty Period. A Pilot standing Ready Reserve who is assigned flying will not be scheduled to exceed the maximum duty limitations as set out in Section 12. This provision applies to both Primary and Secondary Ready Reserve Duty Periods. (LOA 16.B.)

**Example 1:** A Pilot is scheduled to sit Ready Reserve from 0600-1400. At 1330 the Pilot is advised of a flight that is scheduled to depart at 1430. The Pilot will not be required to perform the assignment, because the flight is scheduled to depart outside of the RR period. (LOA 16.B.)

**Example 2:** A Pilot is scheduled to sit Primary Ready Reserve from 0600-1400. He receives a flight assignment at 0700 for an 0800 scheduled departure, and he returns to the airport at 1200. The Pilot is advised at 1230 of a 1330 scheduled departure and he performs that flying and returns to the airport at 1630. If the Pilot has not been given any further flight assignments, he is released. If the Pilot is given another flight assignment, it must be scheduled to terminate no later than 2000. (LOA 16.B.)

b. Preferecing

i. Ready Reserve

A Pilot will indicate his preference to sit as a Ready Reserve on his Specific Monthly Bid or Standing Bid, in accordance with the instructions provided in the Monthly Bid Package. A Pilot may also call Crew Scheduling in advance of a scheduled reserve day and request to be assigned Ready Reserve.

ii. Ready Reserve Periods

The Company may, at its discretion, designate three (3) daily Ready Reserve periods (RRA, RRP, and RRL) in a Bid Month. Such Ready Reserve periods will be posted in the Monthly Bid Packages. A Pilot may submit a bid for the RRA or RRP Ready Reserve Period on his Specific Monthly Bid, or on his Standing Bid, however, this bid will only be used in the event that the Pilot volunteers for or is assigned RRA or RRP pursuant to paragraph J.11.c.i., below, and does not mean a Pilot is requesting to perform Ready Reserve. A Pilot who submits a bid must bid the particular Ready Reserve period for the entire Month. However, a Pilot who bids for a particular Ready Reserve period may, at any time during a span of reserve days, contact Crew Scheduling to request a change to a different Ready Reserve period for the last day of a span of reserve days (to be used if he is to be assigned Ready Reserve pursuant to paragraph J.11.c.i., below). A Pilot who does not submit a bid will be deemed to have bid the Ready Reserve period with the earliest show time.

c. Daily Scheduling

i. Assignment to Primary Ready Reserve

(a) General

- (i) A P1 or P2 Pilot may volunteer for RRP on the first day of a Reserve sequence and will be considered senior for the purpose of making the assignment to RRP.
- (ii) A P1 or P2 Pilot may volunteer for RRA on the last day of a Reserve sequence and will be considered senior for the purpose of making the assignment to RRA. A P1 or P2 Pilot may waive the eleven (11) hour Domicile rest provision in order to be eligible for RRA on the last day. (LOA 71.N.)
- (iii) A P3 Pilot may volunteer for RRL on the first day of a Reserve sequence and will be considered senior for the purpose of making the assignment to RRL.
- (iv) A Pilot on the last Day of a Reserve sequence will not be assigned to RRP or RRL unless the Pilot volunteers for such assignment or unless there is no other Pilot available to perform the assignment.

(b) Ready Reserve Periods will be assigned in the following order:

- (i) RRA will be assigned in seniority order amongst available P1 and P2 Pilots volunteering for RRA on the last Day of a sequence of Reserve days;
- (ii) RRP will be assigned in seniority order amongst available P1 and P2 Pilots volunteering for RRP on the first Day of a sequence of Reserve days;
- (iii) RRL will be assigned in seniority order amongst available P3 Pilots volunteering for RRL on the first Day of a sequence of Reserve days;
- (iv) After RRA and RRP assignments have been made in accordance with paragraphs (i) and (ii), above, if RRA and RRP periods remain unassigned, then Crew Scheduling will select a pool of Pilots to fill the remaining RRA and RRP periods first from P1 or P2 Pilots preferencing RRA and RRP

in seniority order, then from P1 or P2 Pilots not preferencing RRA or RRP in inverse seniority order. Once the pool is selected, Crew Scheduling will review the bids of the senior Pilot(s) to be assigned, and then determine who shall be assigned to the particular Ready Reserve periods in accordance with seniority. A P1 or P2 Pilot on the last day of a sequence of Reserve days will not be assigned RRP unless no other P1 or P2 Pilots are available. If there are an insufficient number of P1 or P2 Pilots available, then the Company may escalate P1 or P2 Pilots to secondary Ready Reserve to periods that remain unfilled and the in accordance with paragraphs J.11.c.ii.(c) through(e), below.

- (v) After RRL assignments have been made in accordance with paragraphs (iii), above, if RRL periods remain unassigned, then Crew Scheduling will select P3 Pilots to fill the remaining RRL periods first from P3 Pilots preferencing Ready Reserve in seniority order, then from P3 Pilots not preferencing Ready Reserve in inverse seniority order. A P3 Pilot on the last day of a sequence of Reserve days will not be assigned RRL unless no other P3 Pilots are available. If an insufficient number of P3 Pilots are available, then the Company may escalate P3 Pilots to secondary Ready Reserve to periods that remain in accordance with paragraphs J.11.c.ii.(c) through (e), below.
- (c) The Company will make all primary Ready Reserve assignments on the Day before the assignment, prior to the conclusion of the Pilot's Reserve contact period. The time of assignment will be electronically tracked and a message will be sent to the Pilot indicating the time the assignment was made. (LOAs 38.A.1. and 91)
- (d) No more than three (3) Pilots per Position will be assigned primary Ready Reserve on any Day. (LOA 91)  
  
**Example:** The Company has assigned 3 Pilots to RRA for ATL 900 CA. No more primary Ready Reserve assignments are available for that Day in that Position.
- (e) The notification of a primary Ready Reserve assignment for a P1 or a P2 Pilot will occur on the Day before the assignment and prior to the conclusion of his contact period. A P3 Pilot will be notified of



a Ready Reserve assignment during his contact period on the Day prior to the assignment. (LOA 38.A.2.)

- (f) A Pilot who is notified that he has Ready Reserve on the following day may be required to remain contactable until ten (10) hours prior to the commencement of his Ready Reserve assignment for the following day, or the end of his scheduled contact period, whichever occurs first. A Pilot's Ready Reserve preference will be honored (in accordance with seniority), even if his contact period must be reduced to accommodate the required rest provisions. If this Pilot is utilized into the required rest period for the Ready Reserve assignment, he will revert back to his originally scheduled contact period.

**Example 1:** A P1 Pilot's contact period is 0500 to 1900. The Pilot is on Day 1 of 3 consecutive days of reserve availability. The Pilot is notified at 1200 on Day 1 that his contact period for Day 2 will be a Ready Reserve assignment from 0700 to 1500. He is also notified that he is to remain contactable until 1900 on Day 1.

**Example 2:** A P1 Pilot's contact period is 0500 to 1900. The Pilot is on Day 1 of 3 consecutive days of reserve availability. The Pilot is notified at 1200 on Day 1 that his contact period for Day 2 of reserve will be a Ready Reserve assignment from 0700 to 1500. He is also notified that he is to remain contactable until 1900 on Day 1. At 1330 on Day 1, the Pilot is notified that he is being assigned to an overnight Trip with a 1500 show time, and with a scheduled off duty time of 1130 on Day 2. In this example, the Pilot would not be required to sit Ready Reserve on Day 2, but would continue with his P1 contact period.

**Example 3:** A P2 Pilot's contact period is 1000 to 2400. The Pilot is on Day 1 of 3 consecutive days of reserve availability. The Pilot is notified at 1800 on Day 1 that his contact period for Day 2 will be a Ready Reserve assignment from 0700 to 1500. He is also notified that he is contactable until 2100.

**Example 4:** A P2 Pilot's contact period is 1000 to 2400. The Pilot is on Day 1 of 3 consecutive days of reserve availability. The Pilot is notified at 1200 on Day 1 that

his contact period for Day 2 will be a Ready Reserve assignment from 0700 to 1500. He is also notified that he is to remain contactable until 2100 on Day 1. At 1330 on Day 1, the Pilot is notified that he is being assigned to an out-and-back Trip with a 1500 show time, and with a scheduled off duty time of 2330 on Day 1. In this example, the Pilot would not be required to sit Ready Reserve on Day 2 of his reserve assignment, but would continue with his P2 contact period.

- (g) A Reserve Pilot who has been properly assigned in accordance with (b) above, but who cannot be contacted in accordance with (d) above because he is on a flight assignment or serving as the Pilot Monitoring (PM) during a training or checking event, will be notified of the Ready Reserve assignment in accordance with paragraph K., below. (LOA 38.A.3.)

ii. Escalations to Secondary Ready Reserve

- (a) The Company may escalate another Reserve Pilot to secondary Ready Reserve to replace a primary Ready Reserve Pilot that has been utilized or no longer exists, e.g. sick, leave, resigned, etc. or in accordance with paragraph J.11.c.i.(a)(iv), above.
- (b) Additional Short Call Reserve Pilots may be escalated to replace other Ready Reserve Pilots as they are utilized.
- (c) The contact period for a Pilot escalated to Ready Reserve shall not exceed a total of ten (10) hours from the start of his Short Call Reserve contact period and no more than six (6) hours of Ready Reserve duty if he has not been provided a flight assignment.
- (d) No Pilot may be involuntarily escalated from Short Call Reserve to Ready Reserve more than three (3) times in a single Bid Period, though a Pilot may volunteer to be escalated at any time.
- (e) A Pilot escalated from Short Call Reserve to Ready Reserve shall be credited one (1) hour of pay, above guarantee, for each such escalation.
- (f) A Pilot will be escalated to secondary Ready Reserve in seniority order amongst available Pilots, by Category, who preference Ready Reserve and then in inverse order of seniority amongst

available Pilots, by Category, utilizing P1 Pilots for RRA, P2 Pilots for RRP and P3 Pilots for RRL. (LOA 51)

iii. Definitions

(a) The “most junior Pilot(s)” shall mean the Pilot(s) with the numerically highest seniority number(s), and such Pilot will be designated without regard to his days of availability (as provided in paragraph J.5.a.vi., above), whether the Pilot has preferenced Daytime or Nighttime, First Out or Last Out, or the tier the Pilot has preferenced (P1, P2, or P3). “Available” means a Pilot who has a designated reserve day on his schedule. There shall be no out-of-Domicile assignments to Ready Reserves.

(b) Days Off Prior to a Reserve Sequence

A Pilot who is on a Day Off prior to starting a reserve sequence will not be considered in determining the relative seniority of the Pilots on reserve for the following day because he is not contactable.

d. Limitations

i. Monthly

A Pilot will not be required to perform Ready Reserve on more than ten (10) days in a Bid Period unless there are no other Reserve Pilots in the same Position available for such assignment or all other available Reserve Pilots have also been used for ten (10) days in the Bid Period. This provision does not prohibit a Pilot from requesting Ready Reserve periods in excess of ten (10) in a Bid Period.

ii. Within A Span of Consecutive Reserve Days

A Pilot will not be required to perform Ready Reserve on more than three (3) days during any span of consecutive reserve days unless there are no other Reserve Pilots in the same Position available for such assignment or all other available Reserve Pilots have also been used for three (3) Ready Reserve days in their span of reserve days.

e. Status of Ready Reserve Pilots Upon Completion of Flight Assignment

Upon completion of a flight assignment and if not assigned additional flying, a Ready Reserve Pilot will resume the balance of any remaining Ready

Reserve period. If no balance is remaining, such Pilot will not be returned to Short Call Reserve and shall be released.

12. A Pilot who commutes by air during his call-out period in accordance with paragraph L.3.b.ii., below, on the first day of his Reserve sequence will:
  - a. be required to notify Crew Scheduling prior to departing on his commuting flight and will also be required to call Crew Scheduling within fifteen (15) minutes of arrival to confirm his arrival and to acknowledge pending schedule notifications; and
  - b. if the commuting flight is delayed and a Ready Reserve is utilized to operate a flight assigned to the commuting Pilot, the commuting Pilot may be escalated to secondary Ready Reserve, notwithstanding paragraph J.11.c.ii.(f), above. (LOA 71.O.4.)

K. Notification of Schedule Changes

1. Any modification to a Pilot's schedule will be entered into the Company's scheduling software system and will be immediately viewable by the Pilot and accessible through the Company's automated phone system, if any.
2. A Pilot who is on duty must be notified of changes to his schedule affecting that Duty Period by direct contact.
3. Should Crew Scheduling leave a voice message for a Pilot, such message shall include the reason for the call, the time of the call, and the name of the person leaving the message.
4. A Pilot who chooses to self-notify himself of a schedule change via the Company's website will be considered officially notified of any changes once he has electronically accepted the change(s).
5. A Pilot who is not on reserve shall not be required to check-out after he has blocked in from his last segment in a pairing.
6. A Pilot who is unable to report for duty shall notify Crew Scheduling as far in advance as possible.

L. Scheduling General

1. Reduced Availability Lines
  - a. Notwithstanding paragraphs E. and F., above, the Company may offer RA Lines for Monthly Bidding pursuant to the following:

i. Applicability

All types of Lines available for regular bidding will be available for RA Lines including Regular, Reserve, and CDO/SDT. Availability will be predicated on a Position-by-Position need. All RA Lines will be on a volunteer basis.

ii. Prior to Bidding

- (a) A Pilot will bid for an RA Line during the Early Bid.
- (b) RA Lines will be awarded in seniority order for each Position.

iii. A Pilot who is awarded an RA Line will:

- (a) be initially entitled to one-half (1/2) of his regular minimum monthly guarantee;
- (b) receive Pay Credit for the greater of the Pilot's total Pay Credits earned for the RA Line or his eligible monthly guarantee;
- (c) receive twenty (20) Days Off in a thirty (30) day Month and twenty-one (21) Days Off in a thirty-one (31) day Month;
- (d) receive all company benefits provided to full availability Pilots;
- (e) have the half Month pro-rated for Planned Activities such as Military and FMLA leave prorated in the same manner as a full Month, consistent with the other provisions pertaining to RA Lines;
- (f) be allowed to trade Trips that are within seven (7) hours plus or minus the originally awarded credit;
- (g) not be subject to the Junior Assignment provisions of paragraph I., above;
- (h) not be allowed to pick up Trips;
- (i) continue to accrue seniority and Longevity; and
- (j) continue to accrue sick and vacation credit.

iv. Line Construction

(a) Regular Lines

- (i) PBS will build Regular RA Lines between thirty-seven and one-half (37.5) and forty-seven and one-half (47.5) hours of Schedule Credit.
- (ii) A Pilot awarded an RA Line will have a Line awarded by the PBS system. The Line will be awarded in seniority order at the same time as all other Lines.
- (iii) A Pilot who is awarded an RA Line which does not provide for the minimum number of Days Off will be required to drop Duty Periods until the minimum number of Days Off is achieved. A Pilot's credit will not be reduced below minimum guarantee because of these drops. The Pilot will have twenty-four (24) hours after the Lines are awarded to submit a preference to Crew Planning indicating which Duty Period(s) he would like dropped to meet the minimum number of Days Off; however, Crew Planning will modify the Line, in seniority order, based on availability. The Pilot will email Crew Planning with his intentions. Should a Pilot fail to submit a request concerning which Duty Period(s) to drop, Crew Planning will modify, at its discretion, the Pilot's Line to meet the minimum number of Days Off.

(b) CDO/SDT Lines

- (i) CDO/SDT Lines will be built to include eight (8) CDO/SDTs.
- (ii) Any pre-assigned carry-in pairing, training, or other Duty Periods carrying into the Month will be considered as working days for the purposes of bidding and Line awards.
- (iii) Pre-assigned Ground Training, company business, or other Duty Periods in the Month will be considered as working days for the purposes of bidding and Line awards.
- (iv) If the CDO/SDT Line is denied due to improper bidding, (i.e. asking for too many specific Dates off) the Pilot will be awarded a Reduced Availability Regular Line.

(c) Reserve Lines

- (i) A Pilot who is awarded an RA Line and who does not have the seniority to hold a Regular or CDO/SDT RA Line will be awarded a Reserve RA Line. PBS will initially build a Reserve Line for the entire Month in accordance with this Section. After the Line Award, the Pilot will designate the half of the Month he desires to work (1st through the 15th, or the 16th through the 30th/31st), or with Crew Planning's agreement, the Pilot may pick any span of fifteen (15) consecutive days within the Month. Crew Planning will remove the other half of the Month honoring requests in seniority order to the extent possible, based on availability.
- (ii) A Reserve RA Line will contain a minimum of nine (9) reserve days and a maximum of ten (10) reserve days.
- (iii) A Reserve RA Line that does not have the minimum number of reserve days will have reserve days added until the minimum number of reserve days is achieved. The Pilot will have twenty-four (24) hours after the Final Line Award to submit a preference to Crew Planning indicating where to add reserve days.
- (iv) A Reserve RA Line that does not have the minimum number of Days Off will have reserve days dropped until the minimum number of Days Off is achieved. A Pilot's credit will not be reduced below minimum guarantee because of these drops. Drops will occur from the outer end of a reserve sequence working inward. The Pilot will have twenty-four (24) hours after the Lines are awarded to submit a preference to Crew Planning indicating which Duty Period(s) he would like to have dropped to meet the minimum number of Days Off; however, Crew Planning will modify the Line, in seniority order, based on availability.
- (v) The Pilot will submit their request within twenty-four (24) hours after the Final Line Award to Crew Planning via email. Should a Pilot fail to submit a request concerning which Reserve Days to add or Duty Period(s) to drop, as applicable, Crew Planning will modify, at its discretion, the Pilot's Line to meet proper parameters.

- v. A Pilot on an RA Line may perform other commercial flying, provided;

- (a) the other commercial flying does not create a conflict with scheduled Company flying or a Pilot's awarded schedule in a subsequent Month;
- (b) the other commercial flying is reported to Crew Scheduling a minimum of twenty-four (24) hours prior to the next Company segment;
- (c) the Pilot provides the Company a log of actual commercial hours flown by the fifth (5th) day of the subsequent month for legality tracking purposes;
- (d) the Pilot performing other commercial flying will be responsible for tracking his legality at all times and preventing conflicts between flying for the Company and his outside ventures; and
- (e) the Company reserves the right to limit the amount of commercial flying for a Pilot awarded an RA Line if the Pilot's projected flight hours would restrict the Pilot's availability to the Company.
- (f) For the purpose of this paragraph "other commercial flying" means any commercial flying not related to a Pilot's employment at the Company.

## 2. Flying Out of Status

### a. Prohibition and Exceptions

No Pilot will perform flying in a Status other than the one he currently holds, except that:

- i. A Pilot performing Line Check Airman duties must have the seniority to hold a current Captain Position.
- ii. A Line Check Airman may perform First Officer duties when he is administering required training or checking, and the Captain designation in paragraph L.2.c., below, will not apply.
- iii. A Line Check Airman may be reassigned on an originally scheduled day of work to fly as a First Officer for the sole purpose of preventing an extension or a junior assignment event (there is no Reserve Pilot available, system-wide), but no sooner than forty-eight (48) hours prior to the scheduled report time of the Trip. The Line Check Airman will be credited for the greater of his originally scheduled Trip or the reassigned



Trip if he is reassigned pursuant to this paragraph.

- iv. A Line Check Airman performing training or checking pursuant to paragraph L.2.a.ii., above, or reassigned pursuant to paragraph L.2.a.iii., above, will be compensated at the applicable Captain rate and will be paid the Line Check Airman override.
- b. Irrespective of paragraph L.2.a., above, the Company may schedule a First Officer who is also an FTI to perform flying in the left seat necessary to qualify to become a Line Check Airman in accordance with one of the following provisions:
  - i. By displacing a Captain in the applicable Category from a Trip. In this case, the displaced Captain will be released from duty, and will be credited for the scheduled value of the displaced Trip, and will not be subject to reassignment pursuant to paragraph H., above. However, the displaced Captain may indicate that he is willing to remain time available for reassignment in accordance with paragraph H., above. If the displaced Captain elects to remain time available, and if he is assigned any additional flying, he will receive Pay Credit for the scheduled value of the Trip from which he was displaced, plus the credit for any duty reassigned at the Open Time pickup premium rate in effect at the time. The Company is under no obligation to assign flying to a Captain who elects to remain time available.
  - ii. By awarding a Trip Drop(s) to a Captain in the applicable Category. The dropped Trip(s) may be directly assigned to the qualifying Line Check Airman, and need not be placed into Open Time.
  - iii. By assigning a Trip to the qualifying Line Check Airman for the sole purpose of preventing a junior assignment (there is no Reserve Pilot available, system-wide), but no sooner than forty-eight (48) hours prior to the scheduled report time of the Trip.

NOTE: These provisions shall apply during the period the First Officer FTI is qualifying to act as an Line Check Airman (as prescribed by the FARs or the FOTM, to include OE, 100 hours of consolidation time and the like). Once a pilot is fully qualified to act as a Line Check Airman, his assignments shall be in accordance with the applicable provisions of this Agreement.

c. Captain Designation

A Captain who has a Trip on his schedule will fly as Captain if he is paired with another Pilot who is qualified to fly as a Captain, regardless of seniority. If neither Pilot was originally scheduled for the Trip, the senior qualified Pilot will fly as Captain.

3. Commuter Clause

- a. Upon issuance of new or revised flight, duty and rest regulations by the FAA, the Company and Association will meet to determine if changes to the Call-in Honest program are necessitated by the revised provisions, and what the changes, if any, will be. If the parties determine that no changes are necessary, the parties agree to maintain the program as specified in this Agreement. If unable to agree on whether changes are necessary, or, if unable to agree on the changes, the parties will submit the issue(s) to interest arbitration. The arbitrator's decision must be rendered prior to the implementation of any revised flight, duty, and rest regulations, but will not be effective prior to the implementation.
- b. The Company may not take disciplinary action against a Pilot if the Pilot fails to report for scheduled duty or reserve availability, provided all the following conditions are met:
  - i. the failure is directly related to the Pilot's inability to obtain a seat on a scheduled carrier to the airport of the scheduled duty or reserve availability;
  - ii. The Pilot was present at the airport and available for boarding at the scheduled departure time for at least one of the following: (LOA 91)
    - (a) Two (2) separate flights on a scheduled air carrier from the airport to the airport of the scheduled duty or reserve availability;
    - (b) Two (2) separate flights on a scheduled air carrier from an airport to any Co-Terminal airport plus Travel Time to report at the Co-Terminal airport of the scheduled duty or reserve availability at report time (LOA 71.O.1.);
    - (c) One (1) flight on a scheduled air carrier from an airport to the airport of the scheduled duty or reserve availability and one (1) flight on a scheduled air carrier from the airport to any Co-Terminal airport plus Travel Time to report at the Co-Terminal airport of the scheduled duty or reserve availability at report time

(consistent with LOA 71.O.1.);

- (d) A Pilot who is unavailable for contact under Section 25.L.3.b.ii. and is assigned to a Co-Terminal base, will be permitted additional time to reposition from the airport of arrival to the airport at which the Trip originates (if necessary).

**NOTE:** For a Reserve Pilot, a flight scheduled to arrive prior to the earliest possible report time on the first day of a Reserve sequence, based upon the contact period start time and the call-out time, will satisfy the requirements of this paragraph. (LOA 71.O.1.)

- iii. the Pilot has not had a failure to report for scheduled duty or reserve availability as a result of his inability to commute to the airport of the scheduled duty or reserve availability on more than one (1) occasion in the preceding twelve (12) month period;
- iv. the Pilot notifies Crew Scheduling of his inability to report at least two (2) hours prior to the scheduled report time, or at his earliest possible opportunity to do so.

**Example 1:** A Pilot identifies 2 flights that are scheduled to arrive in his Domicile with ample time to report for an assignment. The Pilot obtains a seat on the first flight. The second flight, or the “backup flight,” is scheduled to depart 30 minutes after the first flight. After the Pilot boards the first flight, the flight is canceled due to a mechanical delay. The “backup flight” has already departed. This Pilot would be in compliance with the availability to board requirement described in this paragraph L.3.b.ii., above.

**Example 2:** A Pilot identifies 2 flights that are scheduled to arrive in his Domicile with ample time to report for an assignment. The Pilot obtains a seat on the first flight. The flight is diverted to another airport due to weather. The Pilot is unable to notify Crew Scheduling of his inability to report at least 2 hours prior to the scheduled report time. However, he does contact Crew Scheduling at his earliest possible opportunity. This Pilot would be in compliance with the notification requirements described in paragraph L.3.b.iv., above.

**NOTE:** The acceptable amount of time between flights will be based on the reasonable expectation that a Pilot can transit from the gate of the first flight to the gate of the second flight within a reasonable amount of time.

- c. A Commuting Oversight Board (COB) will be established consisting of two (2) members appointed by the Company and two (2) members appointed by the Association.
  - i. Once a Pilot has two (2) Call In Honest (CIH) events within a rolling twelve (12) month period, that Pilot will be placed under the supervision of the COB.
  - ii. Pilots under the supervision of the COB will develop an individualized commuting plan to improve the Pilot's commuting reliability.
  - iii. The commuting plan will be in place for the duration of the period in which the Pilot exceeds two CIH events in a twelve (12) month period.
  - iv. The COB reserves the right to implement alternate elements into a Pilot's commuting plan if circumstances require.
  - v. A Pilot will not be subject to discipline for absences that comply with the CIH provisions and commuting plan requirements while he is under the supervision of the COB and has not exceeded three (3) events within a rolling twelve (12) month period.
- d. A Pilot who fails to appear for scheduled duty whether or not he calls in will have his guarantee adjusted downward pursuant to Section 4.B.2.
- e. At the time a Pilot notifies scheduling of his inability to report, the Pilot will coordinate with crew scheduling to resume his duty or reserve availability in accordance with the following:
  - i. A Reserve Pilot
    - (a) may be scheduled to resume his original reserve availability period lengthened by the number of hours delayed; or
    - (b) placed on an alternate reserve period.
  - ii. A Line holder will:
    - (a) coordinate with scheduling to resume his original schedule at a

mutually agreed point or the next time the Trip returns to Domicile, whichever is sooner; or

- (b) be reassigned, at the Company's option, to an alternate schedule in accordance with paragraph G.3.b.v., above, or Time Available. The Pilot will receive credit for the balance of the original Trip value starting at the original departure time of the next leg of the original Trip that occurs after the Pilot begins his Time Available period, or any reassigned flights, whichever is greater.

f. Unable to Commute ("UTC") Policy (LOA 91)

The Company shall revise its Flight Operations Manual to provide a commuting Pilot the same "Unable to Commute Policy" as that which is provided to Delta pilots as set forth in the Delta Flight Operations Manual, as it may be amended from time to time. Should the "Unable to Commute Policy" at Delta be included in the Delta PWA, the same provisions shall be applied to the Endeavor Pilots.

For ease of reference, the text below represents the current Delta Unable to Commute Policy:

**Unable to Commute (UTC) Background**

The UTC policy recognizes that prudent planning for a commute can sometimes be negated by unforeseen circumstances. As a result, Delta developed UTC to maintain schedule integrity by assuring positive space transportation to a pilot's scheduled or assigned duty, including seniority list instructor pilots who are commuting to a scheduled training event at the Training Center in Atlanta, if they are UTC due to operational difficulties, such as weight-restricted flights, cancellations, mechanical delays, IROPS, etc. It is not intended to remedy the consequences of poor planning.

**Definition**

- Prudent planning is defined as having allowed for both a primary and a back-up flight that are scheduled to arrive at the pilot's base within a reasonable time prior to scheduled report.
- Prudent planning also requires that a pilot consider cabin/jumpseat availability, weather, and any special events that may impact load factor.

**Requirements**

- Pilot remains responsible to arrive at their base prior to duty with sufficient time and adequate rest, in accordance with governing rules and regulations.
- In order to utilize this policy, the pilot must have listed and checked-in for either a jumpseat or cabin seat on their primary flight.
- The primary flight can be on a Delta mainline, DCI, or OAL. The back-up flight must be on a Delta Mainline or DCI.

### **Procedure**

If a pilot is not successful in boarding their primary flight:

- The pilot will notify Crew Scheduling
- The pilot will provide the scheduler with the flight numbers of the primary and back-up flights
- The scheduler will verify:
  - that the pilot was listed for the primary flight, and
  - that both flights were scheduled to have arrived within a reasonable time prior to scheduled report.
- Once verified, the scheduler will create a positive space reservation (or a jumpseat reservation, if available) on a flight that is scheduled to arrive prior to the pilot's scheduled report.
- Delta will provide positive space transportation only to the airport of a pilot's assigned duty.
- The scheduler must be able to make a positive space reservation prior to actual boarding of the intended flight.
- Positive space transportation will be provided regardless of reserve coverage.

### **Contingency**

In the event that the back-up flight will not arrive prior to the pilot's scheduled report and the scheduler cannot find another suitable flight:

- The scheduler may make a reasonable attempt to deadhead the pilot (no pay or credit) to join their rotation with no rotation guarantee. Pilots who deadhead to join a rotation as a benefit of this policy are not subject to PWA Sections 8 F. and 16 D.1.
- If the scheduler does not elect to deadhead the pilot, they will be removed from the rotation via personal drop (no pay or credit). Once released, the pilot is free to pick up a trip through the normal PCS process.

### **Possible Follow-Up**

- A pilot may be contacted by their CPO, or a seniority list instructor pilot may be contacted by their Fleet Captain, to discuss commuting strategies if their use of this benefit appears to have been excessive or inappropriate.
- If it is determined that the benefit has been misused, a pilot's future participation in the program may be reconsidered.

#### 4. Crew Meals (LOA 33.M.17.)

- a. The Company recognizes the need to address nutritional requirements during the duty day. The Company will meet periodically with the Association to determine if such needs are being addressed. Sufficient beverages for the crew will be provided during flight duty.

- b. Upon request, a Pilot will be provided passenger meals on those flights when passengers receive meals, if sufficient passenger meals remain.
- c. When a Pilot's schedule is such that he has not had the opportunity to obtain nourishment and the safety of the operation so requires, a Pilot may take the opportunity to obtain nourishment. A Pilot will not be disciplined for obtaining such nourishment, provided the Pilot has exercised appropriate actions to minimize any delay. When taking an opportunity to obtain nourishment, the Pilot shall coordinate in advance with Crew Scheduling. Crewmembers who appropriately exercise their right to address their nutritional needs shall not lose any flight credits, if removed from an assignment to maintain operational integrity.

**Example:** A Pilot who has not had ample time or opportunity to eat due to a tight schedule may elect to obtain a meal at an airport restaurant or nearby restaurant if no adequate eating facilities are available at the airport.

- d. Nothing herein shall prohibit the Company from furnishing suitable crew meals to maintain operational integrity.

5. Consolidation of Knowledge

- a. A Pilot with less than seventy-five (75) hours of flight time in Category shall be defined as a green Pilot.
- b. First Officers' Lines will be awarded after the Captains' Lines and Trips flown by green Captains will be blocked from being awarded or assigned to green First Officers, but will otherwise be awarded in accordance with the green First Officer's preferences.
- c. A Pilot who is projected to have flown less than ninety (90) hours by the end of the third (3rd) Month after he has completed training may be assigned additional flying on his schedule, not to exceed ninety (90) hours and, only to the extent necessary, to comply with the FAR consolidation of experience. The additional flying will be added after the Final Line Award.

6. Compensatory Days Off

- a. If a Pilot becomes entitled to a Compensatory Day Off prior to the twentieth (20th) of a month, the Compensatory Day Off may be provided in that Month, unless the Company and the Pilot cannot mutually agree on a date in that Month. Any Compensatory Day Off carried over must be granted in the following Month.

- b. The carried over Compensatory Day Off will be determined by mutual agreement between the Company and the Pilot. If the Company and the Pilot cannot reach mutual agreement, the Pilot may submit three (3) choices for a Compensatory Days or Days Off to the Company (which may only be the first or last day(s) of a Trip) and the Company shall select one (1) of those choices. The Pilot may not submit any of the following among his choices for a Compensatory Day Off: Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and New Year's Day. In lieu of submitting three (3) choices for a Compensatory Day(s) Off, the Pilot will have the option of being paid for the day or having a day added to his vacation as a PVD. A Pilot will initiate the process for redeeming a Compensatory Day(s) Off at least five (5) days prior to the first day he wishes to take, but in no case later than the tenth (10th) of the month.
- c. A Pilot shall be credited with the value of the Trips lost on the compensatory day in addition to the value already credited on the day the Pilot was junior assigned. A Pilot who elects to be paid in lieu of a compensatory day shall be credited four (4) hours, above guarantee.
- d. A Pilot who redeems a single Compensatory Day Off on a Day in which he has two scheduled Duty Periods shall designate one Duty Period to be removed from his schedule. (LOA 38.C.)

**Example 1:** A pilot is assigned a sequence of 3 CDO/SDTs over 4 days beginning the night of the first day and ending the morning of the fourth day. The pilot requests and is awarded a Compensatory day on the second day. The Pilot may choose to designate the CDO/SDT that ends on the second day or the CDO/SDT that begins on the second day, but not both. If the pilot designates the CDO/SDT that begins on the second day, then he will be removed from that CDO/SDT but will continue to operate the first day and third day CDO/SDT in that sequence. (LOA 38.C.)

**Example 2:** A Pilot is assigned two 2-day Trips over a 3-day period resulting in two Duty Periods from different Trips on the second day. The Pilot requests and is awarded a Compensatory Day Off on the second day. The Pilot may choose to designate the Duty Period of the Trip that ends on the second day of the Duty Period or the Trip that begins on the second day, but not both. If the pilot designates the Duty Period of the Trip that begins on the second day, then he will be removed from that Duty Period but will operate the entirety of the first 2-day Trip and will operate the remainder



of the second 2-day Trip as adjusted to accommodate the removed Duty Period. (LOA 38.C.)

M. Co-Terminal Scheduling and Rescheduling (LOA 91)

1. Trip Construction for NYC Co-Terminal

- a. Trips, including any Trip assigned to a Reserve Pilot, must start and end at the same Co-Terminal airport. Trips may include a deadhead by surface transportation between Co-Terminal airports.
- b. Travel Time between Co-Terminal airports will be in accordance with Section 8.A.3.
- c. If a Pilot requests a partial Trip add, and the Trip starts and ends in different Co-Terminal airports, the Company will provide ground transportation to return the Pilot to the Co-Terminal airport in which the Trip originated. The transportation at the end of such Trip will be scheduled as positive space travel and will not be considered a deadhead for the purposes of Pay Credit and Duty.

**Example:** Pairing J1234 is a 3-day Trip beginning with JFK-CVG-RDU on Day 1 and RDU-LGA-PIT on Day 2. A Pilot requests, and the Company approves, a partial Trip add that includes all of Day 1 through RDU-LGA on Day 2. The Pilot will be granted ground transportation from LGA to JFK at the end of the Trip on request. Such transportation will not be considered a deadhead for the purposes of Pay Credit and Duty.

- d. When a Trip is constructed or rescheduled such that a Pilot ends a Duty Period within a Trip at a Co-Terminal airport other than the Co-Terminal airport from which the Trip originated, he will be provided with lodging consistent with Section 5.A.1.

2. Cancellations and Reassignment in NYC Co-Terminal

- a. The Company will provide transportation between Co-Terminal airports when cancellations or schedule changes cause a Pilot's Trip to terminate at a different Co-Terminal airport than where the Trip originated. Such time spent in transit will be considered Duty until the Pilot is released at the Co-Terminal airport of termination.
- b. At the Pilot's option, he will be released at the Co-Terminal airport where his Duty terminated, and he will notify Crew Scheduling of his decision to be

released at the Co-Terminal airport where his Duty terminated.

- c. A Pilot subject to rescheduling and recovery under Section 25.H. will not be assigned to commence a Trip that originates at a Co-Terminal airport other than the airport to which he was scheduled to report without the Pilot's consent. The rescheduled Trip may include a surface deadhead between Co-Terminal airports.

## **GENERAL**

### **A. Gear, Manuals and Equipment**

1. A Pilot will not be required to pay for the use of any equipment necessary for training or equipment used in any airline operations (e.g., maps, en route charts, approach plates, ear plugs, alcohol wipes, etc.) with the exception of headsets.
2. Pending implementation of an electronic flight bag (EFB), the Company will supply one (1) set of approach plates and updates to each Pilot. Pilots are responsible for keeping the approach plates and updates current. Should the Company implement an equivalent FAA-approved electronic system, the costs associated with implementation of the system will be borne by the Company.
3. Any materials provided by the Company to a Pilot will be considered to be Company property and must be returned to the Company upon request.

### **B. Damage To Equipment**

Except for a Pilot's personal equipment, a Pilot will not be required to pay for any equipment unintentionally damaged during the normal course of duty.

### **C. Personnel Files**

1. A Pilot, or his authorized representative, may reasonably request to inspect any documents maintained by the Company in the Pilot's personnel file(s), including reports, orders, training records, proficiency check records and flight simulator records. The Pilot, or his authorized representative, will be required to conduct such review during the Company's regular business hours.
2. The Company will provide a Pilot, upon request, with one (1) copy of each document contained in his file(s) within ten (10) business days following the date of the Pilot's request. The Company will provide this set of copies free of charge on one (1) occasion per calendar year. Thereafter, the Company may charge a reasonable fee for reproducing any additional copies requested.
3. A Pilot will be advised of and provided with a copy of any material of a derogatory nature, or any material related to a Pilot's conduct or performance, at the time such material is placed in his personnel file(s). The Company will allow the Pilot to place a written statement in his personnel file(s) as it relates to the same circumstances.
4. The Company shall not place any reports, materials or documents in a Pilot's personnel file(s) without promptly providing the Pilot with prior notification.

5. The Company may elect to utilize a third party for the purpose of conducting employment verifications. The Company, or the third party, may charge a Pilot for the verification. However, if the Pilot is a current employee, the Company may not charge such Pilot for a verification submitted directly to the Company and returned directly to the Pilot.
6. Any disciplinary material shall be subject to Section 19.B.2.d.

D. Travel Privileges

1. A Pilot on the active payroll of the Company, and a retired Pilot not flying for another airline, who has at least ten (10) years of service and who has either reached the age of fifty-five (55) or who has lost his FAA Medical Certificate and retires as a consequence thereof will be subject to the pass policy of the Company. The unmarried widow(er) and dependent children (up to the age of twenty-one (21)) of a Pilot who dies while employed by the Company will, for ten (10) years following the Pilot's death, be entitled to the number of passes to which the Pilot would have been entitled.
2. Pass Travel on Company-Controlled Seats

Should the Company begin operation of flights on which the Company controls the inventory of seats, Pilots will be entitled to pass travel on such flights on the terms and conditions, including with respect to service fees and eligibility of family members, that apply to other Company employees.

E. Jump Seats

1. A Captain of a flight may accommodate a jump seat rider in the cockpit in accordance with the Company's jump seat policy. Multiple jump seat riders may be accommodated in available passenger seats after all non-revenue passengers have been accommodated, subject to a code-share partner's restrictions, if applicable.
2. The Company will bear all costs associated with administering and maintaining the Cockpit Access Security System ("CASS"). Should the costs of maintaining such system increase substantially, the Company and the Association will meet to discuss the allocation of the increased costs.
3. A Pilot will be placed in the CASS and will be eligible for jump seat privileges as of the Pilot's date of hire with the Company.

F. Written Notices

1. The Company will notify a Pilot, in writing, of any orders involving a change to the Pilot's assigned Domicile, a promotion, a demotion, a Furlough, a recall and the approval of a leave of absence.
2. A Pilot must immediately notify the Company of a change of address or telephone number, or of an additional address or telephone number. If the Pilot notifies the Company of a change in person, the Company will provide the Pilot with a written confirmation of the change within ten (10) days following the date of notification.

G. Copies of this Agreement

1. Each Pilot will be provided with a copy of this Agreement and any Letters of Agreement attached hereto.
2. The Company will pay one-half (½) of the cost of reproducing this Agreement and any Letters of Agreement attached hereto.
3. The Association will make the arrangements for the printing of this Agreement and any Letters of Agreement attached hereto and submit an invoice to the Company. The Company agrees to submit payment to the Association within thirty (30) days following the date of receipt of the invoice.
4. The Company will post a copy of this Agreement and any Letters of Agreement attached hereto on its website. The Company and the Association shall meet at least semi-annually to review which new Letters of Agreement need to be added to the Company website.

H. Parking

1. As designated by the Pilot, the Company will provide either: 1) parking in a Domicile at no cost to the pilot, or 2) a stipend of forty dollars (\$40.00) per month. A Pilot who lives within fifty (50) miles of a Domicile, using the most direct Google Maps mileage between the Domicile airport address and the Pilot's home address on file with the Company, will not be eligible for a stipend. (LOA 71.H.)
2. [Deleted] (LOA 71.H.)
3. The Company will provide a Pilot who is on a TDY assignment with additional parking at the TDY location. At the Company's discretion, the additional parking will be provided at the airport employee facility, an off-site parking facility, or, if requested by the Pilot, the hotel location.

4. If a Pilot's vehicle, while legally parked and properly registered with an appropriate state agency, is towed from a Company-provided parking location, the Company will reimburse the Pilot for any fines and/or fees.
5. The Company will provide transportation to and from the established parking facility and the Pilot's duty location.
6. The Company will provide a Pilot with parking benefits for, at a minimum, the duration of the Pilot's assigned duties.
7. The Company and the Association agree to meet to discuss any parking-related issues.
8. A Pilot who designates NYC as the location for his Company-paid parking shall, upon request, be provided with Company paid parking at each of the NYC Co-Terminal airports; however, the Pilot shall not be entitled to utilize more than one parking space at any given time. (LOA 91)

I. Identification ("ID") Cards

The Company will furnish an initial Company identification card at no cost to the Pilot. The Company may not charge a Pilot more than fifteen dollars (\$15.00) to replace a lost or damaged standard ID card.

J. Bulletin Boards

The Company will make available, at each Domicile, a designated space for the Association to display an enclosed and locking bulletin board. The Association may use the bulletin board for the posting of documents relating to Association meetings and other Association business. Posted documents must not contain derogatory or inflammatory material with respect to the Company and its employees, or the Association and its members.

K. Association Committees

The Company agrees to recognize any committees established by the Association's MEC. Upon reasonable request by the Association, the Company will designate personnel from each appropriate department to meet with the appropriate Committee Chairman for the purpose of addressing and resolving concerns raised by the Association. Leaves of absence for service on these committees must comply with the provisions of Section 13 of this Agreement.

L. Mailboxes [deleted in accordance with LOA 91]

M. Telephone Communications

1. Company representatives of the System Operations Control and Maintenance Operations Control departments may only initiate telephone contact with a Pilot by utilizing an unblocked “caller ID” line from the Company’s telephone system, provided the Company’s telephone system is operable, to a telephone number specified by the Pilot.
2. At any time a Company representative of the System Operations Control or Maintenance Operations Control department places a telephone call to a Pilot, the Company representative must identify himself by stating his name and department, and ask to speak with the specific Pilot by name. The Company representative and the Pilot will conduct themselves in a professional manner during the communication.
3. The Company will record all telephone communications between Company representatives of its System Operations Control and Maintenance Operations Control departments and Pilots. The Company will retain such recordings for a minimum of ninety (90) days.
4. The Company and a Pilot are authorized to record any telephone communication, provided the Pilot notifies the Company at the time he initiates the communication that the communication is being recorded. The Company will periodically remind a Pilot that it may record any communication.
5. The Company will make available to the MEC Chairman, or his designee, upon request, copies of recorded telephone communications.
6. Crew Scheduling may not refer to possible disciplinary action in order to intimidate a Pilot into accepting an assignment. Crew Scheduling will not designate an unaccepted or removed assignment as a “missed trip.”

N. Flight Duties and Ground Movements

1. Nothing in this Agreement will be construed to prohibit any Pilot from voluntarily performing any task, provided safety is not adversely affected. A Pilot will be required to perform only those duties that are pertinent to his training and certification as an airline Pilot.
2. Ground Movements
  - a. The Company will not require a Pilot to ground reposition an aircraft, including “brake riding” and maintenance run-ups, at a location where such an event is routine practice, unless deemed by the Company a case of unanticipated

necessity.

- b. At the request of the Company, a Pilot will conduct non-scheduled, non-revenue, non-flight ground movements, except when:
  - i. maintenance or ground personnel who are trained to accomplish the event are available;
  - ii. the movement will delay the Pilot's release from the end of his Trip;
  - iii. in the judgment of the Pilot and given all circumstances, the operation cannot be safely performed;
  - iv. prompt transportation back to the airport terminal, if applicable, is not available;
  - v. the movement will unduly delay the Pilot's release to his rest period;
  - vi. the movement will unduly accelerate a Pilot's report for duty.
- 3. The Company will utilize a qualified Ready Reserve Pilot, if available, to perform a ground movement before it may assign such movement to a non-Ready Reserve Pilot. The Company may only assign a ground movement to a Ready Reserve Pilot within his availability period.
- 4. A Pilot will notify Crew Scheduling if he is required to, or has volunteered to, perform a ground movement and, if the duration of the ground movement exceeds one (1) hour, the Pilot will notify Crew Scheduling of the start and end time of the movement. Crew Scheduling will ensure that the proper amount of flight Pay Credit is applied to the Pilot's pay report.
- 5. If a Pilot performs a ground movement at the end of his Duty Period, the Company will adjust his release time according to Section 12.B. referenced to the actual Block-in time of the movement.

O. Liability Insurance

The Company will maintain insurance against claims for property damage and personal injury liability for Pilots acting within the scope of their duties with the Company.

P. Presentations to New Hires and Recurrent Ground Training

- 1. At the time the Company plans to hire new Pilots, it will provide the Association's MEC Chairman, or his designee, with the following information before Ground



Training commences:

- a. the class dates for and locations of Initial Ground Training; and
  - b. the names of the new hire Pilots.
2. At the time Initial Ground Training commences, the Company will arrange for the distribution of an Association communication inviting the new hire Pilots to attend a new hire presentation. The Association must conduct its presentation at a time when it will not conflict with the training schedule.
  3. The Association's presentation will remain free of derogatory or inflammatory information with respect to the Company and its employees. A member of Company management may be present during the presentation.
  4. The Company will not encourage prospective new hires to or discourage prospective new hires from attending such presentation.
  5. In coordination with the Company, a Pilot designated by the MEC will be granted an opportunity in each recurrent ground school to make a presentation and distribute information. A member of management may be present during these presentations, which will occur during the lunch period unless the Company and ALPA agree otherwise.

Q. Pronoun Gender / Plurality

Except as otherwise indicated by the context, any masculine terminology used herein will include the feminine; the singular will include the plural; and the plural will include the singular.

R. Captions

The use of captions and headings in this Agreement are for convenience only and confer no separate meaning of the body of the language contained herein.

S. Toll-Free Access

The Company will maintain domestic and international toll-free telephone access for Pilots to communicate with the Company System Operations Control. Where international toll-free access has not been provided, a Pilot may call the Company System Operations Control collect.

T. Computers

1. At Domiciles with at least twenty-five (25) Pilots, the Company will provide a reasonable number of operable computers and printers in each Domicile to allow Pilots to bid; accomplish Trip pick-ups, Trip swaps, and Trip drop requests; view flight time records; verify flight Pay Credits; complete required reports; view weather information; accomplish computer-based training; and to perform other tasks as required by the Company.
2. The Company will ensure that the computers are capable of:
  - a. facilitating electronic communications between Pilots and Flight Operations, Crew Pay, Crew Scheduling, Flight Planning, Training and other necessary departments;
  - b. forwarding electronic copies of communications to a Pilot's e-mail address; and
  - c. providing hard copy printouts of reports.
3. The Company will provide a Pilot with home access to its electronic systems used for scheduling and bidding. The Pilot will be responsible for any costs associated with connectivity and internet service. The Company will, however, provide to a Pilot, at no cost, the necessary software for bidding or scheduling.
4. If economically feasible, taking into consideration the availability of adequate space at a reasonable cost, the workstations used for computer-based training shall be located in a quiet and comfortable location with minimal distractions. Such workstations may be located in the area provided for Ready Reserve Pilots referenced in paragraph V.4., below.

U. Immediate Release from Duty

1. Release from Duty Due to Injury or Accident

A Pilot who is injured and unable to perform flight duties, or who is involved in an aircraft accident, will be:

- a. immediately relieved from duty following any required drug and/or alcohol testing and, to the extent he is physically able, to cooperate in the initial investigation of the circumstances.
- b. returned to either his Domicile or his residence on the first appropriate flight. If the Pilot returns to his residence rather than his Domicile, the Pilot's per diem

will be calculated as if he had returned to Domicile; and

- c. required to maintain contact with the Company for the purpose of any ongoing investigation and to determine whether the Pilot's status is active or inactive.

2. Release from Duty Due to Illness

- a. A Pilot who is unable to perform flight duties due to an illness or injury will be relieved of any remaining assignment(s). The Pilot may, with the concurrence of the Flight Duty Manager which shall not be unreasonably withheld:
  - i. be immediately released from duty, whether in or out of his Domicile; or
  - ii. accept a deadhead assignment to his Domicile when he is able to do so. The Pilot will be released from duty in his Domicile following the deadhead assignment.
- b. If a Pilot is away from his Domicile, he will continue to receive per diem and lodging until he:
  - i. returns to his Domicile; or
  - ii. accepts a release from duty out of his Domicile.

V. Crew Lounges and Facilities

- 1. The Company will provide crew lounges at all Domiciles for exclusive use by Pilots and flight attendants, while taking into consideration the availability of adequate space at a reasonable cost.
- 2. The Company will provide furniture in its crew lounges that is living room type furniture, clean, comfortable and in good repair. The Company will replace any worn furniture.
- 3. The Company will provide each crew lounge with a working television set with a DVD player. Cable or satellite service will be provided, where available at a reasonable cost.
- 4. If the Company assigns Ready Reserve duty at a Domicile, it will provide an area for use by Pilots on Ready Reserve duty. This area is intended to provide Pilots with a reasonable degree of freedom from the usual noises and disturbances created by transient crewmembers and airport personnel. When providing such facilities at a particular Domicile will require research of current space, leases, and construction costs, upon request the Company will meet with Association

representatives to discuss this issue and decide upon an approach. If the Company is unable to provide a suitable Ready Reserve area, it shall provide Pilots on Ready Reserve duty with an off-site crew lounge or, alternatively, a day room at a hotel near the airport.

5. The Company will provide an area for the storage of crewmember baggage and flight kits. The storage area will either be located in a secure crew lounge or be accessible only to crewmembers by a cipher lock.
6. Paragraphs V.3. through V.5., above, shall not apply to Domiciles with fewer than twenty-five (25) Pilots.

W. New Aircraft

1. Should the Company place into revenue service aircraft other than the aircraft for which rates of pay are specified in this Agreement, or existing aircraft with seats in a range that is not specified in this Agreement, the Association and the Company will meet, pursuant to Section 6, Title I, of the Railway Labor Act, as amended, irrespective of Section 31, to negotiate rates of pay for such aircraft at a mutually agreed upon time, but not later than forty-five (45) days before the aircraft Positions are to be posted for bid, or existing aircraft are to be operated with seats in a range not specified.
2. If no agreement has been reached by the thirtieth (30th) day prior to the date the first permanent bid for the new equipment is to be published, or existing aircraft are to be operated with seats in a range not specified, the parties agree to submit the issue to an arbitrator for final and binding arbitration. The arbitration will occur no later than twenty (20) days prior to the publishing of the permanent bid, or the operation of existing aircraft with seats in a range not specified. The arbitrator will be mutually agreed to by the parties, or, if mutual agreement is not possible, the arbitrator will be selected by the alternate strike method described in Section 21.
3. Closing oral arguments may be made in lieu of post-hearing briefs. If either party elects to submit a brief, such briefs shall be due no later than the close of business three (3) days after the close of the hearing. The arbitrator's decision shall be issued within seven (7) days following the close of the hearing.
4. The time limits may be extended by the mutual agreement of the parties. In no event will the introduction of a new aircraft be delayed due to the operation of this Section. If circumstances beyond the control of the parties preclude meeting the time limits or receiving an arbitrator's decision prior to posting of bids for the new Positions, the parties shall agree upon an appropriate notification to be included with the bid posting, and shall proceed to obtain a decision as quickly as possible.

## X. Fees

### 1. Passports, Visas and Immunizations

- a. A Pilot will be responsible for the costs associated with the application and renewal of his passport.
- b. If expedited processing is required by the Company, the Company will reimburse the Pilot for any additional fees.
- c. Upon presentation of receipts, the Company will reimburse a Pilot for the costs of any visas and immunizations required to perform his duties as a Pilot.

### 2. Manuals

- a. The Company will replace lost manuals at a cost to the Pilot not to exceed the actual cost to the Company of printing the lost manual.

Flight Operations Manual, or its successor:	\$60.00
Company Flight Manual, or its successor:	\$75.00
Systems Manual, or its successor:	\$75.00

- b. Electronic Flight Bags ("EFB")

Should the Company implement an equivalent FAA-approved electronic system, the Company and the Association will meet to determine an appropriate replacement cost, if any, for components lost by the Pilot.

## Y. Submission of Required Documentation

Any submissions required by the Company to be furnished by a Pilot must be submitted to the appropriate Chief Pilot, or his designee, by hand delivery, facsimile or electronic means. The Pilot is responsible for ensuring that his appropriate Chief Pilot, or his designee, has received the submission.

## Z. Use of Recorded Data

The language in the FOQA Letters of Agreement shall govern the use of all recorded data unless the FOQA program is suspended, in which case the following provisions shall apply:

1. "Recorded Data or Information" means any data or information derived from a Cockpit Voice Recorder ("CVR"), Flight Data Recorder ("FDR"), Quick Access Recorder ("QAR"), Flight Data Acquisition Unit ("FDAU"), Central Maintenance

Computer ("CMC"), video recorder or any other similar onboard recording device.

2. Recorded data or information may be used:
  - a. to investigate an accident or incident;
  - b. in conjunction with FAA-approved safety programs, such as ASAP or FOQA; and
  - c. for aircraft maintenance and reliability purposes.
3. Except by mutual agreement of the parties, as required by government regulation or judicial order, or as specified below, recorded data or information may not be disclosed to a third party.
4. [Deleted; see Letter of Agreement No. 43 (Flight Operations Quality Assurance), paragraph E.6.]
5. The Company may not use recorded data or information to monitor a Pilot's individual performance or compliance with Company policies, directives or regulations.
6. Accident or Incident Investigation

Recorded data or information will be removed from an aircraft following an accident or incident in accordance with the regulations and directives of the responsible government agency. Should recorded data or information be removed from an aircraft for review or analysis following an accident or incident, the Association will be given an opportunity to attend such review. The Company will provide the Association with advance notice and include the time and location for the review.

7. Maintenance and Reliability Purposes

Should the Company use recorded data or information for aircraft maintenance and reliability purposes for the purpose of evaluating aircraft systems or components, it will remove from the recorded data or information, prior to its use, all Pilot identifying characteristics.

8. The Company is responsible for preventing any unauthorized access to or use of recorded data or information.
9. The Company will notify the Association, in writing, a minimum of thirty (30) days prior to the date it installs on an aircraft or simulator any devices, equipment or systems that are capable of monitoring and/or transmitting Pilot performance data.

The Company and Association will meet to discuss how the collected data will be used.

AA. Manual and Policy Requirements

All Company manuals and policies must comply with the provisions of this Agreement.

BB. Transfer of Electronic Data

1. The Company will provide access for the Association to download the following electronic data in the specified format(s):

File	File Type
Vacation Information	PDF
Segment Times	PDF

2. The Company will send the following data to the Association via email along with the normal distribution:

File	File Type
Pilot-Specific Memos	Word/PDF
Seniority List	Excel/PDF
Vacancies/Reductions (Notices and Awards)	Word/Excel/ PDF

3. If the Company becomes unable to provide one of the files as listed in paragraphs BB.1. through BB.2., above, in the specified format due to technology changes, the ALPA Communications Chairman, or his designee, will meet with the Company's representative to determine what the file format should be going forward.
4. The Company shall retain the option of sending more information via email than is specified. The lists above are simply a minimum requirement.
5. With regard to Position preference bidding, the parties agree to meet and confer about how to best exchange this data at a later date.
6. The Company shall provide remote, read only administrator level access to any Crew Scheduling or Crew Planning software in use at the Company to no fewer than two members each of the Association Scheduling Committee and Association Contract Compliance Committee. (LOA.33.M.18.)

CC. TAMDAR

1. The Company shall not use data gathered from TAMDAR/AIRDAT as the basis for

any discipline or discharge of Company Pilots, nor will the Company offer or introduce information obtained from a TAMDAR/AIRDAT collection device in any discipline or discharge grievance, including hearings before the System Board of Adjustment.

2. The data will be de-identified after verification by AIRDAT, except when the data indicates an abnormality in the TAMDAR sensor in which case AIRDAT will determine whether the sensor needs maintenance and, if so, advise the Company.
3. Notwithstanding paragraph CC.2., above, Out Off/Out In (OOOI) times will be transmitted directly to the Company. OOOI times will replace times previously reported by the Pilot and will be used by the Company. The Company will establish a system whereby a Pilot will be able to timely obtain OOOI times. It is not anticipated that Company personnel will modify OOOI times reported by TAMDAR. However, if Company personnel modify OOOI times, the affected Pilot(s) will be promptly notified. The Pilot will be entitled to present information regarding the actual OOOI times.
4. An Association representative will be permitted to review the TAMDAR/AIRDAT data received by the Company.

DD. Fatigue Events

1. The Company recognizes the need to address the effects of fatigue on safety of flight. The Company will meet with the Association's Scheduling Committee, upon request by the Association, to determine if the effects of fatigue are being adequately addressed.
2. Even though a Pilot's schedule is compliant with the limitations set forth in this Agreement and applicable Federal law, a Pilot will advise the Company if he cannot perform his duty as scheduled or rescheduled because he is fatigued. The Pilot will notify System Operations Control that he is fatigued at the earliest practical time to allow for the least possible disruption to the Company's operations.
3. The Company will make arrangements for a Pilot who is fatigued to ensure a timely transition into adequate rest (e.g., return the Pilot to his Domicile, provide him with a hotel room, or reschedule his pairing). With the Pilot's consent, the Company may assign the Pilot a deadhead followed by adequate rest prior to his next duty assignment. (LOA 38.E.)
4. Reporting Requirements (LOA 55)

A Pilot who has determined he is fatigued shall notify the Company in accordance with Company policy.



5. Fatigue Review Board (LOA 55)

- a. The Fatigue Review Board (FRB) will be comprised of a Company representative, an ALPA designated representative, and the Company's Director of Safety and Regulatory Compliance, or his designee. Upon receipt of a Pilot's Fatigue Report, the FRB will review the information provided by the Pilot and make a determination as to whether the Pilot's fatigue event will be accepted or rejected.
- b. Determinations by the FRB will be on a majority basis, and consensus among all three (3) FRB members shall not be required to either accept or reject a submitted fatigue event.
- c. The Company will cover the Flight Pay Loss for the ALPA designee on the FRB in the same manner it does for ALPA's FOQA/ASAP Committee members.

6. Pay Treatment (LOA 55)

- a. In the event a fatigue event is accepted, the following shall apply:
  - (1) Except as noted in paragraph 6.c., below, the Pilot shall suffer no loss of pay associated with the removed flying, and the Company shall make the Pilot whole for any pay lost in conjunction with the fatigue event.
  - (2) The Company may not take any disciplinary action against the Pilot for an accepted fatigue event; however, the Company may take into account a history or pattern of prior accepted fatigue events when reviewing a rejected fatigue event under paragraph 6.b.(5), below.
- b. In the event the fatigue event is rejected, the following shall apply:
  - (1) The Pilot shall not be entitled to the pay protection he would have received in the event his claim had been accepted by the FRB under paragraph 6.a.(1), above.
  - (2) The Pilot shall be allowed to use his available sick time to cover the rejected fatigue event. A Pilot who uses sick time to cover a rejected fatigue event shall be deemed to have called in sick for the missed flying for all purposes under this Agreement.
  - (3) Any time lost in excess of a Pilot's available sick time will result in the Pilot receiving a reduction in his monthly guarantee in an amount equivalent to the scheduled value of the removed flying.

- (4) A Pilot who elects not to use his available sick time to cover a rejected fatigue event will receive a reduction in his monthly guarantee in an amount equal to the scheduled value of the removed flying.
- (5) The FRB will refer the matter to the Pilot's Chief Pilot for review of the Pilot's rejected fatigue event.
- c. A Pilot will receive flight Pay Credit for an accepted fatigue event, and may use sick time for any lost flight time resulting from a rejected fatigue event in which a junior assignment, extended assignment or any other assignment to which premium pay applies. However, the Pilot's pay protection or sick leave is limited to the straight time value of the dropped flying, and no premium pay component shall apply to flying dropped as a result of either an accepted or rejected fatigue event.

**Example 1: Trip Add for Premium Pay/ Fatigue Report Accepted**

A Pilot picks up a Trip from Open Time consisting of four (4) legs each crediting one and a half (1.5) hours. The Trip was offered at a premium of 200%. After the first two (2) legs are performed, the pilot calls out fatigued for the last two (2) legs. The fatigue report is accepted by the FRB. The Pilot shall be paid six (6) hours for the first two (2) legs which were flown and three (3) hours for the last two (2) legs which were not performed due to the fatigue call. All nine (9) credit hours would be paid above guarantee.

**Example 2: Trip Add without Premium Pay/ Fatigue Report Rejected/Use of Sick Leave**

A Pilot picks up a Trip from Open Time consisting of four (4) legs each crediting one and one-half (1.5) hours. There was no premium offered. After the first two (2) legs are performed, the pilot calls out fatigued for the last two (2) legs. The fatigue report is rejected by the FRB, and the pilot elects to use his available sick accruals to cover the dropped flying. The Pilot shall be paid three (3) hours for the first two (2) legs which were flown and his sick bank will be reduced by, and he will be paid, three (3) hours sick pay for the last two (2) legs which were not performed due to the rejected fatigue call. All six (6) credit hours would be paid above guarantee.

**Example 3: Trip Add without Premium/ Fatigue Report Rejected/ No use of Sick Leave**

A Pilot picks up a Trip from Open Time consisting of four (4) legs each crediting one and one-half (1.5) hours. There was no

premium offered. After the first two (2) legs are performed, the pilot calls out fatigued for the last two (2) legs. The fatigue report is rejected by the FRB, and the pilot does not have any available sick accruals to cover the dropped flying, or elects not to use his available sick accruals. The Pilot shall be paid three (3) hours above guarantee for the first two (2) legs which were flown and his guarantee for the month in which the flying was dropped will be reduced by three (3) hours for the last two (2) legs which were not performed due to the rejected fatigue call.

**Example 4: Trip on Line/Fatigue Report Rejected/ No Use of Sick Leave/No Premium**

A Pilot is awarded a Trip on his line that consists of four (4) legs each crediting two (2) hours. After the first two (2) legs are performed, the Pilot calls out fatigued for the last two (2) legs. The fatigue report is rejected by the FRB, and the Pilot does not have any available sick accruals to cover the dropped flying, or elects not to use his available sick accruals. The Pilot shall be paid four (4) hours toward his guarantee for the first two (2) legs which were flown, and his guarantee for the month in which the flying was dropped will be reduced by four (4) hours for the last two (2) legs which were not performed due to the rejected fatigue call.

**NOTE:** All examples assume that, consistent with Section 4.B.1., trip adds and trades that result in an increase to a Pilot's Pay Credit will increase a Pilot's monthly guarantee.

EE. HIMS

1. To facilitate scheduling of monthly monitoring meetings, required Pilot participants and facilitators of the HIMS Program will have their monthly schedules blocked from availability on the dates of such meetings prior to PBS line construction. Such days are not eligible for any Pay Credit.
2. If monitoring meetings are scheduled after schedule construction has been completed, and a conflict exists, sufficient time will be removed to accommodate the meetings. Time removed will be treated as a dropped Trip with a corresponding reduction in Pay Credit and guarantee.
3. Blocked days or scheduled off days utilized to attend meetings will be considered Days Off; be counted as part of a Pilot's minimum Days Off entitlement provisions set forth in Section 12.E.; and will not entitle the Pilot or facilitator to any additional or replacement Days Off.

FF. Company-Funded Electronic Flight Bags (LOA 81)

1. A Company-funded Electronic Flight Bag ("EFB") will:
  - a. be funded at no cost to all line Pilots in active service, including FTIs and Pilots on ESL, but excluding Pilots on a Leave of Absence (other than ALPA Leave) and Pilots who hold assignments pursuant to Section 10 and who do not fly;
  - b. contain software that enables a Pilot to create a personal profile for the Pilot's personal use;
  - c. include Company-funded chart subscription service(s);
  - d. include a suitable carrying case or sleeve;
  - e. include a charger; and
  - f. include any other accessories required by the FAA or the Company.
2. For the initial implementation of EFBs, and for the purpose of the calculations set forth in this Letter of Agreement, the first generation of Company-funded EFBs will be the Apple iPad Air2 (Wi-Fi Enabled, 32GB) at a total cost (device and insurance) of \$512.21. The anticipated service life of all first generation Company-Funded EFBs shall be at least thirty-six (36) months, but no longer than forty-eight (48) months from the date of inception of the EFB program, which is anticipated to be January 1, 2017. Company-funded EFBs will be paid for by the Company under the terms of a lease agreement requiring the Company to make payments during the first thirty (30) months (twenty-nine (29) installments of \$17.07 and a final installment of \$17.18). ALPA may request to review the lease agreement between the Company and its vendor relating to the Company-funded EFB.
3. Upon issuance of the Company-funded EFB to a Pilot, such device becomes the property of the Pilot subject to the following:
  - a. A Pilot who separates from the Company following the completion of Operating Experience (OE) may elect to either:
    - (1) return the Company-funded EFB to the Company at no charge, provided the device is in good working order and the Pilot has restored the device to its original settings; or
    - (2) keep the Company-funded EFB and reimburse the Company in an amount equal to the total number of monthly payments remaining on the

Company's lease for his specific device.

**Example:** A Pilot is issued a Company-funded EFB on January 2, 2017. The Pilot resigns on July 10, 2018, 19 months after being issued his Company-funded EFB. If the Pilot elects to keep the Company-funded EFB, and he may do so by paying the Company \$187.88, representing the remaining lease payments for the device (10 x \$17.07 + 1 x \$17.18 = \$187.88).

- b. A Pilot who separates prior to the completion of new hire OE will not have the option to keep the Company-funded EFB and must return it in accordance with paragraph 3.a.(1), above. In the event such Pilot fails to return the Company-funded EFB, he will be charged the full value of the device and insurance (\$512.21) regardless of the number of months remaining on the device's lease and, at the Company's option, may have such sums deducted from his final paycheck.
- c. A Pilot who fails to either return a Company-funded EFB or otherwise advise the Company of his intention to do so prior to the effective date of his separation will be deemed to have elected to keep the device and will be charged in accordance with paragraph a.(2), above, and, at the Company's option, may have the appropriate amount deducted from his final paycheck.

4. Damage Insurance/Lost or Stolen Company-Funded EFB

a. Damage Insurance

- (1) A Company-funded EFB will come with insurance (AppleCare) purchased by the Company, and such insurance will be effective for that device for a period of thirty-six (36) months from the date the device is purchased. The insurance will provide that the Pilot will not, except in the case of gross negligence or willful misconduct, be liable for any expense directly associated with a damaged, Company-funded EFB for up to two (2) occurrences. The Pilot will be responsible for the repair of his device, or obtaining a replacement device, through the process established by the Company.
  - (a) The Company will reimburse the Pilot for the cost of the deductible associated with his first occurrence of repair or replacement under the AppleCare insurance covering the device. The cost of the \$50.00 deductible associated with the second occurrence of repair or replacement under the AppleCare insurance covering the device will be the responsibility of the Pilot.

- (2) In the event a Pilot is issued a Company-Funded EFB for which the two occurrences of damage have been exhausted and/or if the insurance has expired, as applicable, the Company will, except in the case of gross negligence or willful misconduct, be responsible for up to two (2) subsequent damage claims (either directly or through additional insurance purchased by the Company) for the remainder of the device's use by that Pilot, subject to the Pilot being responsible for payment of a \$50.00 deductible directly to the Company for the second repair or replacement under this paragraph.
  - (3) In the event a Pilot is using a device for which the two covered occurrences under the original AppleCare insurance provided by the Company have not been used, but the insurance has expired (i.e. the device is used beyond 36 months from its date of purchase), the Company will, except in the case of gross negligence or willful misconduct, be responsible for up to two (2) subsequent damage claims (either directly or through additional insurance purchased by the Company) for the remainder of the device's use, subject to the Pilot being responsible for payment of a \$50.00 deductible directly to the Company for the second repair or replacement under this paragraph.
  - (4) A Pilot who has exhausted the two (2) covered occurrences provided for in paragraphs B.4.a.(1), (2), or (3), above, may be issued a loaner EFB under paragraph B.6., below, but is thereafter responsible for repairing his device or obtaining a replacement device at his own expense.
  - (5) After forty-eight (48) months following the date of purchase of the EFB as described in paragraph FF.2., above, the Company will, except in the case of gross negligence or willful misconduct, be responsible for any subsequent damage or malfunction claims (either directly or through additional insurance purchased by the Company) for the remainder of the device's use.
  - (6) The failure of an EFB to function in accordance with its specifications (i.e. malfunctions) shall not be considered to be damage claims, and will be fixed at no cost to the Pilot.
- b. Lost/Stolen Company-Funded EFB. In the case of a lost or stolen Company-funded EFB, the following shall apply:
- (1) A Pilot will promptly report to the Company that his Company-funded EFB has been lost or stolen; and
  - (2) The Company shall issue a replacement for the lost or stolen Company-

funded EFB to the Pilot, and the Pilot will be charged an amount equal to the total number of monthly payments remaining on the Company's lease for his lost or stolen Company-funded EFB.

5. Pilot Personal Tablet Devices. In lieu of receiving a Company-funded EFB, a Pilot may elect to use his Personal Tablet Device that meets the technical standard specified by the Company. In that case, the Company will:
  - a. pay the Pilot a monthly stipend in an amount equal to the amount of the Company's monthly lease obligation for a Company-funded EFB and insurance (twenty-nine (29) installments of \$17.07 and a final installment of \$17.18) for each of the first thirty (30) months;
  - b. ensure that the necessary software is installed on the Pilot's Personal Tablet Device that enables a Pilot to both operate the AirWatch Applications and Jeppesen application (including Company-funded chart subscription service(s)) and create a personal profile for the Pilot's personal use; and
  - c. not be liable for a damaged, lost or stolen Personal Tablet Device, or the cost of any chargers, adapters or other accessories required to run the Pilot's personal tablet device.
6. Loaner EFBs
  - a. The Company will provide a reasonable number of "Loaner EFBs" at each Domicile in the event a Pilot, for whatever reason, is unable to report for duty with his Company-funded EFB or Pilot Personal Tablet Device. The Pilot will contact the OCC Shift Manager to obtain authorization for removal of a Loaner EFB from the Domicile.
  - b. A Pilot must return the Loaner EFB to his base management in as expeditious a manner as possible, but in no case more than fourteen (14) days from the date it is checked out of the Domicile, unless he receives expressed permission from base management or the designated Company representative overseeing the EFB program.
7. Privacy and Security of Information
  - a. The Company acknowledges and agrees that a Pilot's personal profile on the Company-funded EFB or a Pilot Personal Tablet Device is his own personal property, and the information and data in such space is private and confidential.
  - b. The Association acknowledges and agrees that information and data

- provided by the Company through the AirWatch applications and Jeppesen application, other similar application(s) or other Company-provided software or application(s) is Company property and such data may be monitored, replaced, or deleted by the Company.
- c. The Company will not remotely manage a Pilot's personal profile on a Company-funded EFB or Pilot Personal Tablet Device, including:
    - (1) collecting data (including audio or video recordings);
    - (2) adding or removing accounts and restrictions;
    - (3) listing, installing, and managing device apps; and
    - (4) remotely erasing data.
  - d. The EFB software will permit a Pilot to erase the entirety of his personal profile at any time. In addition, prior to the return of a Company-funded EFB to the Company, the device's entire profile (personal and Company) will be erased and reset by the Pilot.
  - e. A Pilot will promptly report to the Company that his Company-funded EFB or Pilot Personal Tablet Device has been lost or stolen. Only in such event and for the purpose of maintaining the security of Company and personal data, the Company may activate a feature on the Company-funded EFB or Pilot Personal Tablet Device to remotely reset and erase all Company data on the device.
  - f. Information or data on an EFB, or transmissions from an EFB, including, but not limited to, audio or video recordings, will not be used against a Pilot in any manner in a disciplinary case, other than for failure to maintain and update information through the AirWatch applications and Jeppesen application, other similar applications, or other Company-funded software or applications, as required by Endeavor Flight Operations or the FAA.
  - g. Other than as provided in Section 26.FF.7.e., above, and except as may be required by law, the Company will not use the EFB to determine, monitor, or track a Pilot's location for any purpose including, but not limited to, disciplinary purposes.
8. At least six (6) months prior to the end of the service life of the first generation of Company-funded EFBs, the Company and Association will meet to discuss issues associated with need for, or the implementation of, any new EFB-related device.



## **SECTION 27 INSURANCE**

### **A. Medical, Dental, and Prescription**

1. The Company will provide Pilots with the Medical (Open Access Plan/Preferred Provider Organization), Dental, and Prescription Insurance as provided in Appendices E and F. The Company will not make any changes to the coverages or any aspects of the Open Access Plan/Preferred Provider Organization (OAP/PPO) plan design (including, but not limited to, co-pays, deductibles, or out of pocket maximums) without consent of the Association. The Company will also provide a non-collectively bargained medical plan option(s).
2. Pilot premium contributions for Medical Insurance (including prescription coverage) and Dental Insurance may be increased only subject to the following conditions:
  - a. For Medical Insurance in 2013 and 2014, a Pilot will not be required to contribute more than thirty-two percent (32%) of the premium charge for the Open Access Plan/Preferred Provider Organization.
  - b. For Medical Insurance in 2015 and beyond, a Pilot will not be required to contribute more than thirty-five percent (35%) of the premium charge for the Open Access Plan/Preferred Provider Organization.
  - c. For Dental Insurance, a Pilot will not be required to contribute more than twenty-five percent (25%) of the premium charge for whichever coverage he elects.
3. The Company and the Association will meet no later than September 15 of each year to address any anticipated increases or decreases to the cost of the plans.
  - a. At the annual meeting referenced above, the Company will provide the Association with sufficient information and back-up data, including total claims, covered lives, actual administration fees, and trend data provided by a recognized health actuarial consultant, to enable the Association to verify that the Pilot share of the premium cost, on a per capita basis, does not exceed the relevant percentage(s) of the total cost of the Medical Insurance and/or Dental Insurance set forth in paragraph A.2., above. Per capita shall include all covered Pilots. The Association retains the right on a prospective plan year basis to select as the per capita measure all employees, Company-wide, covered by the same plan design. The Association shall advise the Company of its decision within one (1) week of the meeting referenced above.

- b. The Company and the Association will meet no later than April 1 following the end of the previous calendar year to review the actual costs incurred during that calendar year. If the Pilot share of the premium actually exceeded the relevant percentage(s) of the total cost of the OAP/PPO and/or the Dental Insurance, then the total amount of the money in excess of the relevant percentage(s) shall be refunded to each Pilot who participated in the applicable plan, per capita, based on coverage tier. The refund will be paid no later than June 1.
4. The Company shall make every effort to provide a conveniently located OAP/PPO for any Pilot who so requests.
5. The Company agrees to consider alternative proposals made by the Association including an HSA, which may serve to decrease costs or maintain coverage.
6. Prior to opening a new Pilot Domicile, the Company shall make every effort to ensure that OAP/PPOs are located in reasonable proximity to the airport and shall make available to the Pilots electronically the names and locations of the OAP/PPOs.

**NOTE:** The Company will reimburse a Pilot who participates in a non-collectively bargained health plan for one (1) out-of-pocket expense for a Pilot's required FAA Medical exam annually, but the total reimbursement amount will not exceed one hundred dollars (\$100.00) in a calendar year. In order to receive the reimbursement, the Pilot must submit a receipt for the exam to base management or through other means as established by the Company. (LOA 33.S)

B. Vision

The Company will make available and Pilots will pay the premium charge for Vision Care Insurance.

C. Flexible Spending Account

The Company will continue to provide a Flexible Spending Plan whereby a Pilot may defer, on a pre-tax basis, a portion of his salary to pay for allowable medical and dependent care expenses. The amount of salary deferred will be limited by applicable IRS regulations.

D. Extended Sick Leave (First Ninety (90) days of Absence)

After the first fourteen (14) days of any absence, a Pilot shall be entitled to participate in the Company's Extended Sick Leave Plan as described in Appendix H. A Pilot may use

accrued and unused sick leave to cover the fourteen (14) day waiting period for Extended Sick Leave. A Pilot on Extended Sick Leave will receive fifty percent (50%) of his Average Monthly Pay at his applicable hourly rate. At the Pilot's option, accrued sick leave and/or vacation may be used to supplement the Pilot's pay under the Extended Sick Leave Plan, up to the Pilot's Average Monthly Pay. "Average Monthly Pay" shall mean eighty (80) hours.

E. Loss of License (Continuing Up Through 24 Months)

1. A Pilot will be eligible for the Loss of License disability benefit immediately upon exhausting the Extended Sick Leave benefits described in paragraph D., above, i.e. ninety (90) days of absence after fourteen (14) day waiting period.
2. A Pilot with less than one year of service will be eligible for one (1) year of Loss of License disability benefits. A Pilot with more than one (1) year of service will be eligible for the full benefit (up to 24 months).
3. A Pilot will satisfy the eligibility criteria for this benefit by demonstrating that he is unable to exercise his medical certificate.
4. A Pilot will receive sixty percent (60%) of his Average Monthly Pay. "Average Monthly Pay" shall mean eighty (80) hours.
5. Benefits may be reduced by one hundred percent (100%) of outside income, and the combination shall not exceed one hundred percent (100%) of the Average Monthly Pay.
6. All other aspects of the Loss of License Plan will be the same as that which is in effect at Pinnacle upon the date of signing of Letter of Agreement No. 33.

F. Long Term Disability Plan (Beyond 24 Months)

1. A Pilot will not be required to contribute more than twenty-five percent (25%) of the Long Term Disability Plan premium charge (which will include the Loss of License coverage described in paragraph E. above).
2. A Pilot will be eligible for the Long Term Disability benefit immediately upon exhausting the Loss of License disability benefits described in paragraph E., above.
3. A Pilot who satisfies the eligibility requirements described in the Long Term Disability policy effective at Pinnacle as of at the date of signing of this Letter of Agreement will receive sixty percent (60%) of his Average Monthly Pay at his applicable hourly rate, up to a maximum of \$6,000 per month. "Average Monthly Pay" shall mean eighty (80) hours.

4. A Pilot with less than one year of service will be eligible for one (1) year of Long Term Disability benefits. A Pilot with at least one (1) year of service but less than two (2) years of service will be eligible for two (2) years of disability benefits. A Pilot with at least two (2) years of service but less than three (3) years of service will be eligible for three (3) years of disability benefits. A Pilot with at least three (3) years of service will be eligible for disability benefits until age sixty-five (65).
5. All other aspects of the Long Term Disability Plan will be the same as that which is in effect at Pinnacle on the date of signing of this Letter of Agreement.

G. Life Insurance

1. The Company will provide and pay the premiums for Life Insurance in the amount equal to the Pilot's annual earnings, computed by taking the Pilot's current (at time of death) hourly wage rate times one thousand (1,000) hours.
2. The Company will provide accidental death and dismemberment insurance in the same amount as the life insurance.
3. The life insurance policy will include a Living Benefit Option subject to a three thousand dollar (\$3,000) minimum and a one hundred seventy-five thousand dollar (\$175,000) maximum. The Pilot will be permitted to withdraw up to fifty percent (50%) of his total benefit with the remainder payable to the beneficiary.

H. General

1. If a Pilot becomes ill or is injured while outside of the United States on Company business, the Company will use best efforts to assist the Pilot in minimizing any amount required to be paid to the medical provider prior to discharge.
2. Upon the request of the Company or the Association, the parties will meet at mutually agreed times and locations to discuss benefits provided in this Section.
3. The Company may substitute another insurance carrier or third-party administrator to administer or insure the insurance plans described in this Section. The final selection of the substitute vendor will be at the Company's discretion. The Company will give the Association notice and an opportunity to provide input throughout the selection process, including, but not limited to, discussions with prospective substitute vendors, when practical. The Company will consider alternative proposals made by the Association.
4. Nothing herein shall preclude the Company from offering additional alternative plans from which Pilots may voluntarily elect.

**SECTION 28**  
**RETIREMENT**  
**(as modified by LOAs 59, 69, and 91)**

- A. The Company will offer, and a Pilot may participate in, a 401(k) plan (the “Plan”). The Plan shall not be terminated or discontinued for the Pilots, unless the termination or discontinuation is mandated by law. In such case, the parties will promptly meet and confer for the purpose of making any adjustments necessary to comply with the law.
- B. The Plan as it applies to Pilots shall maintain Company match and vesting provisions no less favorable than the following effective January 1, 2018:

<b>Years of Service</b>	<b>Company Match %</b>	<b>Match Salary Reduction Contributions Each Plan Year Up To</b>
1 but less than 5	100%	3.0% of eligible earnings
5 but less than 10	100%	5.0% of eligible earnings
10 but less than 20	100%	8.0% of eligible earnings
20 or more	100%	12.5% of eligible earnings

The Plan as it applies to Pilots shall maintain Company match and vesting provisions no less favorable than the following effective January 1, 2020:

<b>Years of Service</b>	<b>Company Match %</b>	<b>Match Salary Reduction Contributions Each Plan Year Up To</b>
1 but less than 5	100%	3.0% of eligible earnings
5 but less than 10	100%	5.0% of eligible earnings
10 but less than 15	100%	8.0% of eligible earnings
15 but less than 20	100%	10.0% of eligible earnings
20 or more	100%	12.5% of eligible earnings

<b>Years of Service</b>	<b>Extent of Vested Interest</b>
Less than 2	0%
2 but less than 3	25%
3 but less than 4	50%
4 but less than 5	75%
5 or more	100%

- For purposes of determining the amount of the Company match and the vesting thereof, “Years of Service” will be determined by the total elapsed time of continuous service (including any periods of approved Company leave), commencing on the Pilot’s date of hire.” (LOA 59.A.)

2. The Company's matching contribution based on salary reduction contributions and eligible earnings for a payroll period shall be contributed to the Plan not later than fifteen (15) business days after the end of the month in which the payroll period ends. Increases in the matching contributions that are triggered by a Pilot's Years of Service consistent with the tables in this paragraph will be made in the pay period in which the anniversary date occurs. Any true-up matching contributions for a plan year shall be contributed to the Plan not later than four and one-half months (4½) after the end of the plan year. (LOA 96)
3. All matching contributions shall be subject to limitations imposed by law.
- C. The maximum annual dollar limitation on salary reduction contributions to the Plan shall not be less than the maximum annual amount allowed bylaw.
- D. The number of investment options available to Pilots shall not be less than the number available under the Plan on the Date of Signing of this Agreement, except that a smaller number of investment options may be offered so long as the number of investment options, and the applicable fee structure, remain the same as those offered to the Delta pilots through the Delta Pilots Savings Plan (as amended and restated January 1, 2014), as amended, and the Plan will include a self-directed brokerage option. (LOA 69)
- E. Pilot new hires shall be automatically enrolled in the Plan following the first day of the month following six months of service at a three percent (3%) employee salary deferral contribution, and such deferral will be escalated by one percent (1%) each year to a maximum of six percent (6%). A Pilot who wishes to change the deferral rate or who elects not to participate in the Plan must notify the record-keeper of his preference.
- F. The Company will provide the Association with at least ninety (90) days' advance notice and will meet and confer with the Association prior to any Company-initiated change in the administrator or fund manager of the Plan, and/or any change in the number of investment options available to Pilot participants in the Plan. Less than ninety (90) days' advance notice may be provided if the Company determines, in the exercise of its fiduciary duty, that any such change(s) must be made within less than ninety (90) days.
- G. Retirement Committee
  1. The Company and the Association shall establish a Retirement Committee composed of four individual members, two (2) of whom shall be appointed by the Association and two (2) of whom shall be appointed by the Company. The Retirement Committee shall be chaired by a Company member. The Retirement Committee shall meet quarterly. A quorum shall be present at any meeting with three voting members of the Retirement Committee. Where one (1) only such member appointed by the Company or Association is present, such member shall have two (2) votes. All resolutions or other actions taken by the Retirement

Committee at any meeting shall be by vote of a majority.

2. To facilitate scheduling of the Retirement Committee meetings, required Pilot participants will have their schedules blocked from availability on the dates of such meetings prior to PBS Line construction. Such days are not eligible for any Pay Credits. If meetings are scheduled after schedule construction has been completed, and a conflict exists, sufficient time will be removed to accommodate the meetings. Time removed will be treated as a dropped Trip with a corresponding reduction in Pay Credit and guarantee. Blocked days or scheduled off days utilized to attend meetings will be considered Days Off and be counted as part of a Pilot's minimum Days Off entitlement provisions set forth in Section 12.E. and will not entitle the Pilot or facilitator to any additional or replacement Days Off.
  3. The Retirement Committee's duties shall be to review the status and administration of the Plan, trust agreement, investment manager selection and performance, record keeper selection and performance and investment fund performance and to review adverse benefit determinations made by the record keeper or the Company. The Retirement Committee shall keep minutes of its meetings.
  4. The Company shall provide to the Association members of the Retirement Committee all full annual reports, summary annual reports, de-identified participation data (including non-discrimination testing), asset performance reports and any other information pertinent to the Plan and Retirement Committee's duties. Such information shall be provided promptly to the Association members of the Retirement Committee, but no later than twenty (20) business days after Association's written request for information provided it is available or date of publishing, whichever is earlier.
  5. Should the Retirement Committee reach an impasse on any Plan issue due to a tie vote (2 to 2), the Retirement Committee Chairman will resolve the deadlock.
  6. The Company will provide the Retirement Committee with pertinent and timely financial information regarding the Plan investment options and any potential investment administrator changes prior to the next scheduled meeting in order to allow the members to be properly prepared to discuss any proposed changes.
- H. A copy of the Plan will be made available to the Pilots electronically.

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### **AGENCY SHOP**

- A. Each Pilot covered by this Agreement who fails to voluntarily acquire or maintain membership in the Association upon completion of his probationary period will be required, as a condition of continued employment, to pay the Association each month a service charge as a contribution for the administration of this Agreement and the representation of such Pilot. The service charge will be in an amount equal to the Association's regular or usual monthly dues, including assessments by both the Association and the MEC. In calculating each non-member's monthly obligation, the Association will allocate and adjust charges in the same manner it followed with respect to its members.
- B. The provisions of this Section will not apply to any Pilot covered by this Agreement to whom membership in the Association is not available upon the same terms and conditions as are generally applicable to any other Pilot, or to any Pilot to whom membership in the Association was denied or terminated for any reason other than the failure of the pilot to pay an initiation (or reinstatement) fee, dues and assessments uniformly required.
- C. If a Pilot covered by this Agreement is or becomes delinquent in the payment of his service charge, initiation fee, assessment, and/or membership dues, the Association will notify such Pilot by Certified Mail, Return Receipt Requested (with copies to the MEC Chairman, the Vice President of Flight Operations of the Pilot's Airline and the Company Personnel Department) that he is delinquent and is subject to discharge. The letter will also notify the Pilot that he must remit the required payment within a period of fifteen (15) days or be discharged. The notice of delinquency required under this paragraph will be deemed to be received by the Pilot, whether or not it is personally received by him, on the fifth (5th) day after its postmark date of mailing, when mailed by the Association by Certified Mail, Return Receipt Requested, postage prepaid to the Pilot's last known address or to any other address which has been designated by the Pilot. It will be the duty of every Pilot covered by this Agreement to notify the Association's Membership Services Department of every change in his home address or of an address where the notice required by this paragraph can be sent and received by the Pilot, if the Pilot's home address is at any time unacceptable for this purpose.
- D. If, upon the expiration of the fifteen (15) day period, the Pilot remains delinquent, the following procedure will be employed:
  - 1. The Association will give written notification to the Vice President of Flight Operations of the Pilot's Airline and the Company Personnel Department, with a copy to the Pilot, that the Pilot has failed to remit payment within the grace period allowed and is therefore to be discharged.
  - 2. Within five (5) days of receipt of such notification, the Vice President of Flight

Operations of the Pilot's Airline will give the Pilot written notification of the immediate termination of his employment as a Pilot. This notification will be provided by Certified Mail, Return Receipt Requested, and first-class mail; the Company may also deliver the notification by hand delivery. The termination will become effective ten (10) days after the postmark date of mailing of the notification. If the Pilot submits an appeal under paragraph G., below, his termination will be held in abeyance pending the exhaustion of that appeal process.

- E. A Pilot discharged by the Company under the provisions of this Section will be deemed to have been "discharged for cause" within the meaning of the terms and provisions of this Agreement.
- F. The Association agrees that it will indemnify and hold the Company harmless against all forms of liability that will arise out of or by reasons of action taken by the carrier, which action was requested by the Association under the provisions of this Section, or arising out of the Company's compliance with this Section.
- G. A Pilot who receives notification of termination in accordance with the provisions of this section will be subject to the following procedure, which will be exclusive of the provisions of Sections 19, 20, and 21.
  - 1. A Pilot who believes that the provisions of Section 29 have not been properly interpreted or applied, as they pertain to him, may submit a written appeal to the Vice President of Flight Operations of his Airline, or his designee (copy to the Vice President-Finance/Treasurer of the Association) within ten days after the postmark date of mailing of notification from the Company of his termination of employment as a Pilot.
  - 2. The Vice President of Flight Operations, or his designee, will review the appeal and render a decision in writing with respect thereto not later than five (5) days following the receipt of the appeal.
  - 3. The Vice President of Flight Operations, or his designee, will provide the Pilot with a written decision, with a copy to the Association's Vice President-Finance/Treasurer and Director-Legal Department. Said decision will be final and binding on all interested parties unless appealed as hereinafter provided.
  - 4. If the decision is not satisfactory to either the Pilot or the Association's Vice President-Finance/Treasurer, either may appeal the decision by filing a notice of appeal. Such notice will be sent to the Company, to the other party and to the National Mediation Board within ten (10) days of the receipt of the decision and must contain a request for the National Mediation Board to provide a list of five (5) neutral referees.

5. A neutral referee may be agreed upon by the Pilot and the Association's Director-Legal Department within ten (10) days after receipt of the list of neutral referees. If the parties cannot agree on a neutral referee, a referee will be chosen from the panel supplied by the National Mediation Board. The alternate strike method will be used to select a neutral referee with the Pilot initiating the first rejection. Such final selection of a neutral referee will be accomplished within ten (10) days after receipt of the list of neutral referees. If the parties have not reached agreement by the alternate strike method within the aforementioned ten (10) day period, the first name listed on the five (5) name panel provided by the National Mediation Board will be designated the neutral referee.
6. The decision of the neutral referee will be requested within thirty (30) days after the hearing of the appeal unless otherwise agreed by the Pilot and the Association's Director-Legal Department and will be final and binding on all parties to the dispute.

The fees, charges, and other reasonable expenses of such neutral referee will be paid equally by the Pilot and the Association.

#### H. Earnings Reporting

1. During the life of this Agreement, the Company will provide to the Association a statement setting forth each Pilot's annual income subject to Association dues, such statement to be provided to the Association within forty-five (45) days of the end of the calendar year and will include the following information.
  - a. Name;
  - b. Address;
  - c. Employee Number;
  - d. Gross Income;
  - e. Uniform Allowance;
  - f. 401(k) Plan contributions – Company;
  - g. 401(k) Plan contributions – Individual;
  - h. Roth 401(k) Plan contributions – Company;
  - i. Roth 401(k) Plan contributions – Individual;
  - j. Taxable/Non-Taxable Per Diem; and

- k. Excess Life Insurance Premium.
- 2. During the life of this Agreement, the Company will provide to the MEC Chairman or his designee, not later than the 23rd day of each month, a statement setting forth each Pilot's full name, address of record with the Company, telephone number of record with the Company, Pilot's social security number, date of hire, employee number, Position, whether on active duty or leave of absence, and termination dates.

### **CHECK OFF PROGRAMS**

**A. Membership Dues and Assessments**

The Company agrees to deduct from the pay of each Pilot covered by this Agreement, and remit to the Association promptly upon such deduction, membership dues, assessments by the Association, assessments by the MEC, and service charges uniformly levied, in accordance with the Constitution and By-Laws of the Association, all as prescribed by the Railway Labor Act, as amended, provided such Pilot voluntarily executes authorization on a form to be supplied by the Association.

**B. Insurance**

The Company agrees to deduct from the pay of each Pilot covered by this Agreement, and remit to the Association promptly upon such deduction insurance premiums as specified by the Association provided such Pilot voluntarily executes authorization on a form to be supplied by the Association. The amount of such monthly deductions shall be specified in such forms and in conformance with the provisions of the applicable insurance master contracts.

**C. PAC**

The Company will deduct monthly and transmit to the Treasurer of the Air Line Pilots Association Political Action Committee (ALPA-PAC) voluntary contributions to ALPA-PAC from the earnings of those Pilots who voluntarily authorize such contributions on forms provided by ALPA-PAC for that purpose. The amount of such monthly check off deductions and the transmittal of such voluntary contributions shall be as specified in such forms. All ALPA-PAC check off authorization forms (current or revised) shall be in conformance with any applicable state or federal statute. ALPA shall notify the Company of changes to the ALPA-PAC check off authorization form.

**D. PAF**

The Company will deduct monthly and transmit to the MEC Secretary-Treasurer voluntary contributions to the MEC's Pilot Assistance Fund (PAF) from the earnings of those Pilots who voluntarily authorize such contributions on forms provided by the PAF for that purpose. The amount of such monthly check off deductions and the transmittal of such voluntary contributions shall be as specified in such forms. All PAF check off authorization forms (current or revised) shall be in conformance with any applicable state or federal statute. ALPA shall notify the Company of changes to the PAF check off authorization form.

**E. The Check-off forms as described in paragraphs A. through D., above, when duly executed will be delivered to the Chief Pilot, or his designee. Deductions authorized by**

check-off forms will begin on the first day of the pay period following receipt of such check-off form. Along with the remission of dues, on a monthly basis, the Company agrees to furnish information necessary to permit the Association to maintain a proper record of such payments.

**DURATION**  
**(as modified by LOA 91)**

This Agreement shall become effective on January 1, 2018 and continue in full force and effect until January 1, 2024 and shall renew itself without change until each succeeding January 1 thereafter, unless written notice of intended change is served in accordance with Section 6, Title 1 of the Railway Labor Act, as amended by either party hereto at least ninety (90) but not more than three hundred sixty-five (365) days prior to January 1, 2024, or any January 1 thereafter.

In the event that the parties have not been able to reach a tentative agreement at least thirty (30) days prior to the amendable date, the parties will engage a private mediator for the purpose of conducting expedited negotiations in the thirty (30) day period preceding the amendable date. The parties agree to negotiate at least five (5) days per week during the private mediation phase. If the parties have not reached a tentative agreement in private mediation, the parties shall make a joint application for mediation to the National Mediation Board, no later than January 1, 2024.

IN WITNESS WHEREOF, the parties have signed this Letter of Agreement this 21st day of November, 2017.

For ENDEAVOR AIR, INC.

For AIR LINE PILOTS ASSOCIATION,  
INTERNATIONAL

/s/ Ryan Gumm  
President & Chief Executive Officer

/s/ Captain Timothy G. Canoll  
President

/s/ Captain James W. Johnson, Chairman  
Master Executive Council (EDV)

/s/ Nicholas E. James, Chairman  
EDV MEC Negotiating Committee

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