

AGREEMENT

between

AIR WISCONSIN AIRLINES CORPORATION

and

THE AIR LINE PILOTS

in the service of

AIR WISCONSIN AIRLINES CORPORATION

as represented by the

AIR LINE PILOTS ASSOCIATION,
INTERNATIONAL

This Agreement is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, by and between AIR WISCONSIN AIRLINES CORPORATION (hereinafter known as the "Company") and the air line pilots in the service of Air Wisconsin Airlines Corporation, as represented by the AIR LINE PILOTS ASSOCIATION, INTERNATIONAL (hereinafter known as the "Association").

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SECTION 1

RECOGNITION AND SCOPE

A. Recognition

In accordance with certification No. R4765 by the National Mediation Board dated October 13, 1977, as amended by certification No. CR-5274 by the National Mediation Board dated January 25, 1982, Air Wisconsin Airlines Corporation (“Company”), recognizes the Air Line Pilots Association, International, (“Association” or “ALPA”) as the collective bargaining representative of the pilots employed by the Company for the purpose of the Railway Labor Act, as amended.

B. Scope

1. The Company recognizes the right of the pilots on the Air Wisconsin Pilots’ System Seniority List to perform the Company’s flying and operate the Company’s aircraft in accordance with the terms and conditions of the Agreement.
 - a. “Company’s flying” includes all present and future revenue and non-revenue flying conducted by 1) the Company or an Affiliate under the control of the Company, or an entity under the control of the Company’s holding Company, if one is established), or 2) an entity in which the Company (or its holding Company) owns a controlling equity interest.
 - b. The phrase “Company flying” does not include flying conducted by a major airline in the event that the Company is acquired by a major airline or its holding company.
2. Any flying conducted by the Company or an Affiliate for other carriers shall be performed by pilots on the Air Wisconsin Pilots’ System Seniority List in accordance with the terms and conditions of the Agreement.
3. Notwithstanding paragraph B.1. above, the Company may:
 - a. use non-seniority list pilots to ferry aircraft either to or from a contract maintenance facility, to initially deliver new aircraft, and to carry passenger baggage (not cargo) that could not be carried on the same aircraft as the passenger due to irregular operations, or, in

exceptional circumstances, when the space or weight limitations of the aircraft so require.

- b. wet lease or subcontract its airline passenger flying for a period not to exceed one hundred eighty (180) days provided that:
 - (1) such wet leasing or subcontracting is necessary to take advantage of business opportunities intended to result in a permanent increase in the total number of pilot positions, and
 - (2) the Company does not have sufficient aircraft or pilots available to perform the flying in question, and
 - (3) (a) the Company publishes a bid for additional permanent positions pursuant to Section 24 for no fewer than the total number of pilots who are engaged in the wet leasing or subcontracting operation, and completes the training necessary for the pilots to fill those positions by the end of the wet lease or subcontracting period.
 - (b) In the event the Company does not publish and fill the positions described in paragraph B.3.b.(3)(a) above, the Company will not be permitted to engage in any further wet leasing or subcontracting pursuant to paragraph B.3.b.until such time as the designated number of permanent positions (equal to the number of pilots used in the subcontract/wet lease operation) are added to the system.
- c. Wet lease or subcontract solely due to circumstances over which the Company does not have control for a period not to exceed the duration of the circumstances beyond the Company's control or one hundred and eighty (180) days, whichever is less. The Company will not furlough any pilot as a result of subcontracting or wetleasing pursuant to this paragraph. "Circumstances beyond the Company's control" shall mean: an act of nature, epidemic, a labor dispute at the Company, 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;

revocation of the Company's operating certifications(s); war or civil disruption, or lessor's or manufacturer's delay in the delivery of aircraft scheduled for delivery.

4. The Company will not agree, contract, or arrange with any person other than a person employed by the Company to conduct or supervise Air Wisconsin pilot training unless: 1) such arrangement is with an aircraft manufacturer or other qualified organization to conduct initial training of Air Wisconsin personnel on new aircraft equipment types or 2) for reasons beyond the control of the Company, the number of Air Wisconsin instructors are insufficient to perform the required training, the Company may use other qualified personnel for a period not to exceed one hundred twenty (120) man days in any one (1) year period.

C. Successorship

1. This Agreement shall be binding on any successor, including but not limited to any merged company or companies, purchaser, assign, assignee, transferee, receiver, administrator, executor, and /or trustee of the Company or its holding Company, if any.
2.
 - a. Neither the Company, an affiliate of the Company, the holding Company, if any, nor any entity in control of the Company will conclude any agreement for 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 Successor's pilots, and to employ the pilots on the Air Wisconsin System Seniority List in accordance with the provisions of the Agreement.
 - b. The term "Successorship Transaction" shall mean a transfer (in a single transaction or in multi-step transactions) to the same Successor of the ownership and/or control of all or substantially all of the equity securities and/or assets of the Company.
3.
 - a. (1) In the event of a Successorship Transaction which results in an operational merger in which the Successor is an air carrier or any person or entity that controls or is under the control of an air carrier, the Successor shall provide the Company's pilots with the seniority integration rights provided in Sections 3 and 13 of the Labor

Protective Provisions specified by the Civil Aeronautics Board in the Allegheny-Mohawk merger (Allegheny-Mohawk LPPs), except that the integration of the seniority lists of the respective pilot groups shall be governed by the Association's Merger Policy if both pre-transaction pilot groups are represented by the Association provided the merged list (in either event), by its terms, does not result in pilot displacements.

- (2) The aircraft (including all orders and options to purchase aircraft) and operations of each pre-transaction airline shall remain separate and shall not be transferred between the pre-transaction airlines until such time as the pilot seniority lists are integrated in accordance with paragraph C.3.a.(1).
- b. Pursuant to a confidentiality agreement reasonably satisfactory to the Company and to the Association, the Company shall provide the Association with notice as soon as reasonably possible, but no later than thirty-five (35) days prior to the conclusion of a Successorship Transaction. The Company will provide ALPA with a copy of those portions of the transaction documents demonstrating compliance with the company's obligations under paragraphs C.1. and C.2. above, together with an officer's certificate stating that no other documents exist that would negate or limit the Successor's obligations under paragraphs C.1. and C.2.

D. Other Labor Protective Provisions

Sale of Any or All of the Company's Protected Aircraft to a Single Purchaser or Group of Purchasers Acting in Concert

1. "Protected Aircraft" shall mean eighteen (18) BAe-146 aircraft or eighteen (18) of the Company's largest aircraft (which may include some of the BAe-146s) with sixty-nine (69) or more seats.
2. If the Company transfers (by sale, lease, or other transaction) or disposes of any or all of the Protected Aircraft to a person or entity or to a group of persons or entities acting in concert (the "Transferee") that is, controls, or is under the control of an air carrier or that will operate as, control, or be under the control of an air carrier following

its acquisition of such aircraft (“Transfer Transaction”), then the Company shall require the Transferee to offer employment to pilots from the Air Wisconsin Pilots’ System Seniority List whose identity shall be determined consistent with the seniority provisions of the Agreement (the “Transferring Pilots”). The number of Transferring Pilots shall be determined by calculating the average total number of pilots per aircraft (in the affected fleet) over the previous twelve (12) months, and multiplying that number by the number of aircraft transferring.

For example, if there were a total of twenty (20) aircraft in the affected fleet, and an average of two hundred (200) pilots (10 per aircraft) over the previous twelve (12) months, and five (5) aircraft are being transferred, then fifty (50) pilots would be offered the opportunity to transfer.

3. a. In the event that an operational merger results from the Transfer Transaction, the Company, an affiliate of the Company, the Company’s holding Company, if established, or any entity in control of the Company will require the Transferee to agree in writing prior to the consummation of the transaction, as an irrevocable condition of the transaction, to provide the Transferring Pilots with the seniority integration rights provided in Sections 3 and 13 of the Allegheny-Mohawk LPPs except that the integration of the Transferring Pilots into the Transferee’s seniority list shall be governed by the Association Merger Policy if both pre-transaction pilot groups are represented by the Association.
- b. In the event that an operational merger does not result from the Transfer Transaction, the Company, an affiliate of the Company, the Company’s holding Company, if established, or any entity in control of the Company will require the Transferee to agree in writing prior to the consummation of the transaction, as an irrevocable condition of the transaction, to assume and be bound by the Agreement, to recognize the Association as the representative of the pilots, and to employ the transferring pilots in accordance with the provisions of the Agreement.
- c. Pursuant to a confidentiality agreement reasonably satisfactory to the Company and to the Association, the Company shall provide the Association with notice as soon as reasonably possible, but no later than thirty-five (35) days prior to the conclusion of a Transfer Transaction. The Company will provide ALPA

with a copy of those portions of the transaction documents demonstrating compliance with the company's obligations under paragraphs D.1. and D.2. above, together with an officer's certificate stating that no other documents exist that would negate or limit the Transferee's obligations under paragraphs D.1. and D.2.

4. The provisions of this Section D. do not apply to the return of Protected Aircraft to the lessor or sub-lessor of such aircraft or the transfer of such aircraft to a leasing company for disposition.
- E. Merger Protections in the Event the Company Acquires Another Carrier
1. In the event the Company acquires a carrier whose pilots are represented by the Association, the pilots of the Company and the pilots of the acquired carrier will operate pursuant to their respective collective bargaining agreements (or terms and conditions of employment if they do not have a collective bargaining agreement in effect) with their respective seniority lists until the first day of the first month following both:
 - a. The conclusion of negotiations of such provisions necessary to transition the acquired carrier's pilots to this Agreement, and
 - b. The date that the integrated seniority list is presented to the Company. Such integration shall be governed by Association's Merger Policy. The Company shall accept the merged seniority list provided that the merged list, by its terms, does not result in pilot displacements.
 2. In the event the Company acquires a carrier whose pilots are not represented by the Association, the pilots of the Company and the pilots of the acquired carrier will operate pursuant to their collective bargaining agreement (or terms and conditions of employment if they do not have a collective bargaining agreement or are unrepresented) with their respective seniority lists until the first day of the month following:
 - a. The conclusion of negotiations of such provisions necessary to transition the acquired carrier's pilots to this Agreement, and

- b. The integration of seniority lists will be accomplished in a fair and equitable manner in accordance with Sections 3 and 13 of the Allegheny-Mohawk Labor Protective Provisions specified by the Civil Aeronautics Board in the Allegheny-Mohawk Merger in the event the parties fail to agree to a negotiated resolution. The Company shall accept the merged seniority list provided that merged list, by its terms, does not require a pilot(s) to be displaced from his current position.
- c. The aircraft (including all orders and options to purchase aircraft) and operations of each pre-transaction airline shall remain separate and shall not be transferred between the pre-transaction airlines until such time as the pilot seniority lists are integrated in accordance with paragraphs E.1. and E.2. above.

F. No Alter Ego

The Company shall not create an “alter ego” (such as New York Air) to avoid the terms and conditions of the Agreement.

G. General Furlough Protections

1. No pilot on the Air Wisconsin Pilots’ System Seniority List as of the date of signing of this Agreement will be furloughed. See Appendix A. In addition, the total number of Captain positions shall not fall below three hundred five (305).
2. The Company shall be excused from compliance with the provisions of paragraph G.1. above in the event a circumstance over which the Company does not have control is the cause of such non-compliance, but only to the extent, and for the time period, that an exception is made necessary by such circumstance. The term “circumstance over which the Company does not have control” shall mean an act of nature, epidemic, a labor dispute at the Company, 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; revocation of the Company’s operating certifications(s); war or civil disruption, United’s exercise of the “call” rights on the CL-65 fleet in accordance with the United Express Agreement between the Company and United Airlines in effect on the date of signing of this Agreement (as amended from time to time), or lessor’s or manufacturer’s delay in the delivery of

aircraft scheduled for delivery. The Company shall not be excused from G.1. above if it elects to wet lease or subcontract pursuant to paragraph B.3.c. above.

H. International Domiciles

If the Company establishes a pilot domicile outside of the fifty United States, the Company agrees to treat any pilot assigned to the foreign domicile in accordance with the terms of this Agreement and provisions of the Railway Labor Act, as amended.

I. Remedy

Any grievance filed by the Association alleging a violation of Section 1 shall bypass, at the Association's option, the initial steps of the grievance procedure and be resolved on an expedited basis by the System Board of Adjustment sitting with a neutral arbitrator. The dispute shall be heard no later than fifteen (15) days following the submission to the System Board of Adjustment and decided no later than thirty (30) days after the submission, unless the parties agree otherwise in writing.

J. Management Rights

Subject to the provisions of this Agreement, the work direction of pilots, the right to plan, direct and control operations, the right to introduce new and improved methods or facilities, the right to determine the amount of supervision necessary, schedules, establishment of qualifications and performance standards, increase or decrease in employment, the making and enforcing of reasonable rules to assure orderly and efficient operations, and the right to hire, transfer, demote and discharge or suspend for cause are rights vested in the management of the Company insofar as such matters concern wages, hours, or conditions or employment. Any of the rights the Company has prior to the signing of this Agreement are retained by the Company except those specifically modified by this Agreement.

SECTION 2 **DEFINITIONS**

- A. "ACTUAL FLIGHT TIME" or "FLIGHT TIME" means the time from the moment an aircraft moves from the blocks, under its own power or under tow, until the aircraft blocks in, on a leg-by-leg basis.
- B. "BID PERIOD" means the period from the first day of the month, up to and including, the last day of each calendar month of the year, except that for scheduling and pay purposes, January, February, and March will be considered a thirty (30) day month through the addition of January 31 and March 1 to the month of February; March will be a thirty-one (31) day month in a leap year.
- C. "BID SCHEDULE" means schedules distributed at least fourteen (14) days prior to the beginning of the month for schedule bidding purposes.
- D. "BLOCK HOURS" means flight time in accordance with the FARs.
- E. "BLOCK TIME" means scheduled or actual flight time, on a leg-by-leg basis, whichever is greater.
- F. "CAPTAIN" means a pilot who is in command of the aircraft and its crew while on duty and who is responsible for the manipulation of or who manipulates the controls of an aircraft including takeoff and landing of such aircraft, who is properly qualified to serve and who holds a current airman's certificate authorizing him to serve as such pilot.
- G. "CATEGORY" means equipment and seat.
- H. "CREDIT HOURS" means the trip value.
- I. "DAY OFF" means the period of time between 0001 and 2400 (local time at the pilot's domicile) that a pilot is free from all duty with the Company, except as provided in Section 12.G.5.
- J. "DOWNBID" means a bid to a position that pays at a lower rate.
- K. "DEADHEADING" means the positioning of a pilot to or from other duty.
- L. "DISPLACEMENT" means a pilot no longer has the seniority to hold his current position due to a reduction in the number of pilots in his position, or because the pilot has been bumped from his current position by another pilot who has been displaced.

- M. "DOMICILE" means a geographical location where a pilot is based and from which a pilot's trips will originate and terminate.
- N. "DUTY TIME" or "DUTY PERIOD" or "DUTY HOURS" means that period of time in which a pilot is on-duty with the Company. Duty time will begin no later than forty-five (45) minutes before the scheduled trip departure time and end fifteen (15) minutes after block-in. If, due to adverse weather conditions such as winter weather, more than forty-five (45) minutes is required prior to actual flight departure for flight preparation and more than fifteen (15) minutes after flight termination is required, such additional time will be considered duty time. Duty includes deadheading, flight/simulator training, and ground school. Duty time for deadheading purposes will be scheduled to commence thirty (30) minutes prior to the scheduled first flight to a destination. Section 3.C. does not apply to time spent while a pilot is in ground/simulator/flight training.
- O. "FERRY" means a non-revenue flight that positions an aircraft for maintenance or other purposes.
- P. "FINAL BID AWARD" means the monthly bid schedule, changed as necessary due to schedule integration, construction of relief lines, or other adjustments as provided for in this Agreement.
- Q. "FIRST OFFICER" means a pilot who is second-in-command and any part of whose duty is to assist or relieve the Captain in the manipulation of the controls of an aircraft including takeoff and landing of such aircraft, who is properly qualified to serve as and who holds a current airman's certificate authorizing him to serve as such pilot.
- R. "FLIGHT PAY" or "PAY" means hourly pay based upon category and longevity.
- S. "FURLOUGH" means the removal of a pilot from active duty in accordance with Section 23.
- T. "GUARANTEED DAYS OFF" means days designated on a pilot's final bid award as non-flying days at a pilot's domicile. During such days the pilot shall not be required to perform any duties for the Company nor is the pilot during those days under the control or direction of the Company, unless he is given an assignment in accordance with Section 25.P. All days off shall be at a pilot's domicile, except as otherwise provided in Section 11.A.10.b.(3).
- U. "LINEHOLDER" means a pilot who is not designated as a reserve when he is awarded a vacancy or displaced into a position in conjunction with a Vacancy/Realignment Award published pursuant to Section 24.

- V. "LONG-TERM TRAINING" means a training event required to qualify a pilot for a new position. Examples include initial, upgrade, transition, and requalification training.
- W. "NON-PAY STATUS" means a period of time that a pilot holds a place on the AWAC Seniority List and is not drawing a payroll check. Sick leave is considered pay status. Worker's Compensation, Short-Term Disability, and Long-Term Disability are considered non-pay status.
- X. "PAYDAY" means the fifteenth (15th) and thirtieth (30th) day of each month.
- Y. "PAY HOUR" means one (1) hour of applicable flight pay as provided in Section 3.A.
- Z. "PILOT INFORMATION FILE" or "PIF" means a memo published by the Company and distributed to each pilot domicile crew room.
- AA. "PILOT" means a Captain or First Officer whose name appears on the AWAC Pilots' System Seniority List.
- BB. "PUSHBACK TIME" means the period of time from when the aircraft leaves the blocks and is under tow until such time as the aircraft moves under its own power.
- CC. "POSITION" means equipment, seat, and domicile.
- DD. "REGULAR LINE OF TIME" means a line of time in the monthly bid package that contains trip pairings and days off.
- EE. "RESERVE" means a pilot who is designated as a reserve when he is awarded a vacancy or displaced into a position in conjunction with a Vacancy/Realignment Award published pursuant to Section 24.
- FF. "RESERVE LINE" means a line in the monthly bid package that consists of days of reserve and days off.
- GG. "RELIEF LINE" means a line of time published with the final bid awards that consist of trips dropped as a result of vacation, scheduled leaves of absence of less than a month, time off without pay of less than a month, integration (where a CI day appears), open flying, training, LCs, and AV days.
- HH. "SCHEDULE INTEGRATION" means adjustments made to the bid schedule(s) in accordance with Section 25.G.

- II. "SCHEDULED FLIGHT TIME" means the time period specified for a flight between two (2) cities that is established by the Company in accordance with Section 12.L., including pushback time, where applicable.
- JJ. "SHORT-TERM TRAINING" means a training event required to maintain qualification for the position a pilot currently holds. Examples include recurrent ground school, recurrent proficiency checks, SVT, and AQP.
- KK. "STATUS" means either lineholder or reserve.
- LL. "TEMPORARY ASSIGNMENT" or "TDY" means the assignment of a pilot to a domicile other than his permanent domicile due to the unavailability of a locally domiciled pilot.
- MM. "TRANSITION TRAINING" means the training necessary to qualify for a category. Such training shall include ground school, flight training and/or simulator training.
- NN. "TRAINING QUALIFICATION EVENT" means any long-term training event such as initial, upgrade, or transition training.
- OO. "TRIP or 'TRIP PAIRING" means a flight or series of flights beginning at the pilot's domicile and continuing until check-out at his domicile.
- PP. "TRIP TIME" or "TRIP HOUR PERIOD" or "TIME AWAY FROM BASE (TAFB)" means the period of time that commences at the pilot's scheduled or rescheduled report time at his domicile and that ends at the report off time at his domicile.
- QQ. "TRIP VALUE" means the total pay hours on a trip or trips, based on the scheduled duty time, TAFB, daily minimum guarantee, scheduled flight time, or actual flight time, whichever is greater.
- RR. "VACANCY" means an available position and status.

SECTION 3 COMPENSATION

A. 1. Pay Scales

The pay rates below will apply to all pilots (by seat and equipment) beginning on the first day the pilot reports to training for the Company. "CL-65" means all aircraft that seat 44-50 passengers with a common type rating. "BAe-146" means all aircraft with a common type rating.

Effective October 1, 2003						
Year	CL-65		51-70 seat jet		BAe-146	
	CA	FO	CA	FO	CA	FO
1	52.63	22.32	56.31	22.32		22.32
2	54.27	32.56	58.06	32.56	63.72	38.23
3	55.93	33.56	59.85	33.56	65.67	39.40
4	57.67	34.60	61.71	34.60	67.71	40.63
5	59.45	35.67	63.62	35.67	69.81	41.89
6	61.29	36.77	65.58	36.77	71.96	43.18
7	63.18	37.91	67.61	37.91	74.19	44.51
8	65.14	39.08	69.70	39.08	76.49	45.89
9	67.16		71.86	40.30	78.85	47.31
10	69.23		74.08	41.54	81.29	48.77
11	71.37		76.36		83.80	
12	73.57		78.72		86.40	
13	75.86		81.17		89.07	
14	78.20		83.68		91.82	
15	80.62		86.27		94.67	
16	83.04		88.85		97.51	
17	85.53		91.52		100.43	
18	88.10		94.26		103.44	
19			97.09		106.54	
20			100.01		109.74	

Effective October 1, 2004						
Year	CL-65		51-70 seat jet		BAe-146	
	CA	FO	CA	FO	CA	FO
1	53.42	22.65	57.15	22.65		22.65
2	55.08	33.05	58.93	33.05	64.68	38.80
3	56.77	34.06	60.75	34.06	66.66	39.99
4	58.54	35.12	62.64	35.12	68.73	41.24
5	60.34	36.21	64.57	36.21	70.86	42.52
6	62.21	37.32	66.56	37.32	73.04	43.83
7	64.13	38.48	68.62	38.48	75.30	45.18
8	66.12	39.67	70.75	39.67	77.64	46.58
9	68.17		72.94		80.03	
10	70.27		75.19		82.51	
11	72.44		77.51		85.06	
12	74.67		79.90		87.70	
13	77.00		82.39		90.41	
14	79.37		84.94		93.20	
15	81.83		87.56		96.09	
16	84.29		90.18		98.97	
17	86.81		92.89		101.94	
18	89.42		95.67		104.99	
19			98.55		108.14	
20			101.15		111.39	

Effective October 1, 2005						
Year	CL-65		51-70 seat jet		BAe-146	
	CA	FO	CA	FO	CA	FO
1	54.22	22.99	58.01	22.99		
2	55.91	33.55	59.81	33.55	65.65	39.99
3	57.62	34.57	61.66	34.57	67.65	40.59
4	59.41	35.65	63.58	35.65	69.76	41.86
5	61.25	36.75	65.54	36.75	71.92	43.16
6	63.14	37.88	67.56	37.88	74.13	44.49
7	65.09	39.06	69.65	39.06	76.43	45.86
8	67.11	40.27	71.81	40.27	78.80	47.28
9	69.19		74.03	41.52	81.23	48.73
10	71.32		76.32	42.80	83.75	50.24
11	73.53		78.67		86.33	
12	75.79		81.10		89.01	
13	78.15		83.62		91.76	
14	80.56		86.21		94.60	
15	83.06		88.88		97.53	
16	85.55		91.54		100.46	
17	88.12		94.29		103.47	
18	90.76		97.11		106.57	
19			100.02		109.76	
20			103.03		113.06	

Effective March 1, 2006						
Year	CL-65		51-70 seat jet		BAe-146	
	CA	FO	CA	FO	CA	FO
1	56.15	23.81	60.08	23.81		23.81
2	58.10	34.86	62.15	34.86	68.22	40.93
3	60.18	36.11	64.40	36.11	70.66	42.39
4	62.01	37.21	66.37	37.21	72.82	43.69
5	63.88	38.33	68.35	38.33	75.00	45.00
6	65.78	39.47	70.39	39.47	77.23	46.34
7	67.51	40.51	72.24	40.51	79.27	47.56
8	69.60	41.76	74.47	41.76	81.72	49.03
9	71.73		76.75	43.04	84.21	50.53
10	73.91		79.09	44.35	86.79	52.08
11	76.10		81.42		89.35	
12	78.46		83.95		92.14	
13	80.75		86.40		94.81	
14	83.21		89.04		97.71	
15	85.09		91.05		99.91	
16	86.09		92.12		101.10	
17	88.12		94.29		103.47	
18	90.76		97.11		106.57	
19			100.02		109.76	
20			103.03		113.06	

Effective October 1, 2006						
Year	CL-65		51-70 seat jet		BAe-146	
	CA	FO	CA	FO	CA	FO
1	56.99	24.17	60.98	24.17		24.17
2	58.97	35.38	63.08	35.38	69.24	41.54
3	61.08	36.65	65.37	36.65	71.72	43.03
4	62.94	37.77	67.37	37.77	73.91	44.35
5	64.84	38.90	69.38	38.90	76.13	45.68
6	66.77	40.06	71.45	40.06	78.39	47.04
7	68.52	41.12	73.32	41.12	80.46	48.27
8	70.64	42.39	75.59	42.39	82.95	49.77
9	72.81		77.90	43.71	85.47	51.29
10	75.02		80.28	45.04	88.09	52.86
11	77.24		82.64		90.69	
12	79.64		85.21		93.52	
13	81.96		87.70		96.23	
14	84.46		90.38		99.18	
15	86.37		92.42		101.41	
16	87.38		93.50		102.62	
17	89.44		95.70		105.02	
18	92.12		98.57		108.17	
19			101.52		111.41	
20			104.58		114.76	

Effective October 1, 2007						
Year	CL-65		51-70 seat jet		BAe-146	
	CA	FO	CA	FO	CA	FO
1	57.84	24.53	61.89	24.53		24.53
2	59.85	35.91	64.03	35.91	70.28	42.16
3	62.00	37.20	66.35	37.20	72.80	43.68
4	63.88	38.34	68.38	38.34	75.02	45.02
5	65.81	39.48	70.42	39.48	77.27	46.37
6	67.77	40.66	72.52	40.66	79.57	47.75
7	69.55	41.74	74.42	41.74	81.67	48.99
8	71.70	43.03	76.72	43.03	84.19	50.52
9	73.90		79.07	44.37	86.75	52.06
10	76.15		81.48	45.72	89.41	53.65
11	78.40		83.88		92.05	
12	80.83		86.49		94.92	
13	83.19		89.02		97.67	
14	85.73		91.74		100.67	
15	87.67		93.81		102.93	
16	88.69		94.90		104.16	
17	90.78		97.14		106.60	
18	93.50		100.05		109.79	
19			103.04		113.08	
20			106.15		116.48	

Effective October 1, 2008 (1)						
Year	CL-65		51-70 seat jet		BAe-146	
	CA	FO	CA	FO	CA	FO
1	58.71	24.90	62.82	24.90		24.90
2	60.75	36.45	64.99	36.45	71.33	42.79
3	62.93	37.76	67.35	37.76	73.89	44.34
4	64.84	38.92	69.41	38.92	76.15	45.70
5	66.80	40.07	71.48	40.07	78.43	47.07
6	68.79	41.27	73.61	41.27	80.76	48.47
7	70.59	42.37	75.54	42.37	82.90	49.72
8	72.78	43.68	77.87	43.68	85.45	51.28
9	75.01		80.26	45.04	88.05	52.84
10	77.29		82.70	46.41	90.75	54.45
11	79.58		85.14		93.43	
12	82.04		87.79		96.34	
13	84.44		90.36		99.14	
14	87.02		93.12		102.18	
15	88.99		95.22		104.47	
16	90.02		96.32		105.72	
17	92.14		98.60		108.20	
18	94.90		101.55		111.44	
19			104.59		114.78	
20			107.74		118.23	

(1) A wage adjustment of 3% above average will be applied if applicable.

2. Wages will be increased by one and one-half percent (1.5%) on October 1st of each year. In addition, the pilot wage scales will be reviewed and revised, in accordance with paragraphs a. through e. below, at March 1, 2006 (Wage Adjustment 1), October 1, 2008 (Wage Adjustment 2), and March 1, 2010 (Wage Adjustment 3). The wage adjustment will become effective on the date identified as the Wage Adjustment date. The Wage Adjustment process will be conducted in accordance with the following provisions:
 - a. The average Captain pay rate for each longevity year will be calculated by adding together the 50-seat jet aircraft (i.e., CL-65, EMB-145) wages then in effect of independent carriers (main line carrier does not hold a majority equity interest) who are the six largest producers of 50-seat jet aircraft ASMs, and, if not included in the six largest, all United Express carriers (excluding Air Wisconsin) operating 50-seat jet aircraft. This sum will be divided by the number of carriers used in the calculation and the result will be the "Average Rate."
 - b. The Average Rate for each longevity year will be compared to the Air Wisconsin rate for the same longevity year. The Air Wisconsin Captain pay rate, by longevity year, will be adjusted, if necessary, so that it equals the Average Rate plus two percent (2%) at Wage Adjustment 1, the Average Rate plus three

percent (3%) at Wage Adjustment 2 (after giving effect to the annual one and one-half percent (1.5% wage increase), and the Average Rate plus four percent (4%) at Wage Adjustment 3. If the Air Wisconsin rate meets or exceeds the Average Rates plus the applicable percentages, no adjustment will be made.

- c. If the wage scales of a carrier used to calculate the Average Rate do not include a longevity year pay rate that parallels the Air Wisconsin longevity scale, the previous year's pay rate will be used in its place. For example, if a carrier's Captain longevity scale extends to fifteen (15) years, and the Air Wisconsin Captain scale extends to eighteen (18) years, the carrier's fifteen (15) year rate would be used for Years 16, 17, and 18 in computing the Average Rate. Conversely, if the longevity scale of a carrier used to calculate the Average Rate includes longevity years that extend beyond Air Wisconsin's longevity scale, then that carrier's extended scale would be used calculate the Average Rate for those years. For example, the CL-65 Captain longevity scale ends at eighteen (18) years. If another carrier's or carriers' scale extends to twenty (20) years, then an Average Rate will be calculated for Years 19 and 20, and will be compared to the Air Wisconsin pay rates for pilots with more than 18 years. Adjustments will be made in accordance with paragraph b. above for those longevity years.
- d. Each longevity step in the Captain BAe-146 and 51-70 seat jet wage scales will be increased by the same percentage as the corresponding longevity step in the CL-65 wage scale.
- e. The CL-65 and 51-70 seat jet First Officer pay rates, by longevity year, will be sixty percent (60%) of the CL-65 Captain pay rate. The BAe-146 First Officer pay rates, by longevity year, will be sixty percent (60%) of the BAe-146 Captain pay rate. The first year First Officer pay rate will not be subject to the 60% rule. The first year First Officer pay rate will be increased by one and one-half percent (1.5%) on an annual basis, and will receive the same percentage increase (if any) as the first year CL-65 Captain in accordance with the Wage Adjustment procedure.

B. Premium Pay

- 1. A pilot who voluntarily adds a trip (or portion thereof) after the Initial Open Time Award (Section 25.1.) shall be

compensated at one and one-half (1.5) times his applicable hourly pay rate (premium pay) for the added flying (based on credit hours). Where a pilot seeks to add a portion of a trip (rather than the entire trip), the award will be made at the discretion of Crew Scheduling.

Example: A pilot adds a trip on a day off. The trip is scheduled for five (5) hours. The trip actually credits six (6) hours. The pilot will be paid for nine (9) hours.

Example: A pilot drops a one-day trip worth five (5) hours and picks up a two-day trip worth ten (10) hours (4 hours on Day 1 and 6 hours on Day 2). The pilot will receive premium credit for the hours credited on Day 2 only because Day 1 was the day the pilot was originally scheduled to work. If the trip were flown in the scheduled time, he would be paid for thirteen (13) hours.

Example: A pilot is scheduled to complete a trip at 1000. He adds a trip that is scheduled to commence at 1300, that is worth five (5) hours. If the trip were flown in the scheduled time, the pilot would be paid for seven and one-half (7.5) hours.

2. A pilot who adds a reserve day to his schedule from open time will be credited with the value of a reserve day, at the premium rate, or what he actually credits on that day, at the premium rate, whichever is greater.
3. A pilot uses sick leave during a month in which he added flying will forfeit the premium portion (.5 times pay) of the added flying equal to the sick time used.

Example: A pilot adds a trip worth fifteen (15) hours. The pilot calls in sick later in the month for a trip worth twelve (12) hours. The pilot is paid for this twelve (12) hours out of his sick bank. The pilot is still paid for the fifteen (15) hours for the trip he picked up, but only three (3) of those hours (the difference between 15 and 12) are counted as "extra flying". Therefore, the pilot will receive one and one-half (1.5) hours of additional pay (which is the premium pay for the trip add, offset by the sick leave.)

4. A pilot who adds a trip to his schedule, which, if flown, would be paid at premium pay, but due to illness or injury is

unable to fly the trip, will be paid for the scheduled block time from his sick bank (i.e., not premium pay).

C. 1. Duty Pay/Trip Pay

When a pilot is assigned to duty by the Company, he will be paid the greater of the following:

- a. One (1) hour of pay for every two (2) duty hours.
- b. One (1) hour of pay for four (4) trip hours.
- c. Three (3) hours of pay for each calendar day or portion thereof a pilot is away from domicile (from the time commencing forty-five (45) minutes before scheduled domicile departure until fifteen (15) minutes after block-in at his domicile). This paragraph will not apply to a calendar day if the pilot was not scheduled to be on duty that day, but remained on duty because of unanticipated problems such as weather, mechanical, air traffic, and the pilot is released from duty no later than 0200 local time.
- d. Actual flight time; or
- e. Scheduled flight time.

When computing trip value, the above calculations will be used and will apply to all scheduled and unscheduled operations.

2. Exceptions

a. Minimum Day Exception

Either (but not both) the first day or the last day of any three- or four-day trip will be exempt from the minimum daily pay provision, provided the pilot is originally scheduled to check in at or after 1500L (if applied to the first day) or is originally scheduled to report off on or before 1200L (if applied to the last day). Instances in which the minimum day will not apply will be designated on the schedules.

Example: A pilot is scheduled to check in at 1830 on the first day of a three- or four-day trip. He is scheduled for 2.5 block hours. No minimum day will apply on this day. The pilot will be credited with the greater of scheduled,

actual, duty rig pay (if any), or trip rig pay (if any).

Example: A pilot is scheduled to report off at 0930 on the last day of a three- or four-day trip. He is scheduled to fly 2 block hours. No minimum day will apply on this day. The pilot will be credited with the greater of scheduled, actual, duty rig pay (if any), or trip rig pay.

Example: A pilot is scheduled to check in at 1830 on the first day of a three- or four-day trip. He is scheduled to fly for 2.5 block hours. On the last day of the trip, the pilot is scheduled to fly 2.5 block hours and is scheduled to report off at 0930 at his domicile. The Company may designate that the minimum day does not apply on either the first or last day of the trip, but not both. The “no minimum day” provision will be designated on the bid schedule and final bid award.

This exception to the minimum day rule applies only to schedule construction, and will not be applied as a result of rescheduling that occurs during daily operations. For example, if a pilot was originally scheduled to check in at 1000, but due to a mechanical problem, his report time is delayed to 1515, the pilot will be credited with the greater of scheduled, actual, minimum day, duty rig pay (if any), or trip rig pay (if any).

b. CDO Exception

A CDO will not be subject to the minimum day (3.C.3.), duty rig (3.C.1.), or trip rig (3.C.2.). Each CDO will have a minimum value of five (5) hours. A pilot will be credited with the greater of scheduled flight time, actual, or five (5) hours for each CDO.

c. Non-Rigged Trip (NRT) Exception

After the regular lines are constructed in accordance with Section 25.E., the Company may designate up to five percent (5%) of the total time, by position, as trips that are not subject to the duty and trip rigs. These trips will be identified on the relief lines (if applicable), and in open time as non-rigged trips.

Example: 1,000 block hours scheduled for ORD CL-65. No more than 100 hours (10% of the total block hours) may remain unassigned after the regular lines are constructed. No more than fifty (50) hours (5%) may be constructed into trips designated as NRTs.

D. Weather/Mechanical Pay

1. Whenever a pilot has a trip (or portion thereof) cancel due to a weather or mechanical problem, the pilot will be credited with the full value of the scheduled flight time in accordance with paragraph C. above.
2. A pilot who is rerouted/rescheduled as a result of a weather or mechanical problem will be credited for one hundred percent (100%) of the scheduled time lost or actual time flown, whichever is greater, on a leg-by-leg basis.

E. Deadhead Pay

When a pilot is required to deadhead, he will be compensated for one hundred percent (100%) of the scheduled block time of the deadhead. If no block time is established, then the actual time will be used for air transportation. The Company and ALPA will establish the scheduled times for a surface deadhead, and if no time is established, the actual time will be used.

F. Taxi Pay

A pilot reporting for or performing a taxi movement that does not involve flying shall be credited a minimum of ten (10) minutes or the actual block to block time, whichever is greater.

G. Customs Pay

A pilot who clears Customs during a trip or training assignment shall be entitled to a fifteen (15) minute pay credit. There shall be only one fifteen (15) minute credit for each entry and exit to/from the international location (i.e. a pilot who travels to YYZ one time for training will be credited with fifteen (15) minutes. If he is required to travel to YYZ twice in the course of his training, he will receive two fifteen (15) minute credits).

H. Line Pilot Instructor/Line Check Airman Pay

A pilot who is designated as an instructor pilot or line check airman and who performs the duties associated with those positions in a given bid period will receive two hundred fifty dollars (\$250.00) for that month in addition to any and all other

pay credits earned in that month. Once an instructor pilot or line check airman has performed twenty-five (25) block hours of instruction, line checks, or IOE in a bid period, he will be paid an additional ten dollars (\$10.00) per hour for each additional block hour of instruction, line check, or IOE.

I. Out of Position Pay

1. The Company may elect to bypass a pilot who holds an award for a position and status for operational reasons, however, the bypassed pilot shall begin training for the position no later than one hundred twenty (120) days from the date the junior pilot commenced training (or the date a prequalified pilot commences IOE).

Example: A senior pilot is a DO-328 Captain. A junior pilot is a CL-65 Captain. Both bid and are awarded BAe-146 Reserve Captain positions on the same vacancy award. The Company bypasses the DO-328 Captain due to attrition in the DO-328 Captain fleet. If the CL-65 Captain starts training on May 1, the DO-328 Captain must commence training no later than 120 days later.

2. A pilot who has been bypassed for a position and status will commence being paid at the pay rate associated with the position for which he was bypassed (provided it is higher than his current pay rate) commencing on the date a junior pilot qualifies for the same position and status, or sixty (60) days from bypassing pilot's class date, whichever occurs first.

Bypass pay is not intended to apply to pilots in the same class who do not qualify in order of seniority.

J. Longevity

Longevity will begin to accrue from the date a pilot reports to Company training incident to employment as a pilot.

K. Pay Effective Date

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. Subsequent to new hire training, a pilot's pay rate will be changed: 1) when he receives a longevity increase provided for in paragraph A. above; and 2) when he changes seat or equipment, effective as of the first day of IOE or, if IOE is not required, the first day the pilot operates the aircraft in the new position.

L. Payroll Administration

1. Pay Dates

The Company will issue pilot paychecks on the fifteenth (15th) and the thirtieth (30th) of each month, except if either date falls on a Saturday, the check will be issued on the preceding Friday, and if either date falls on a Sunday, the check will be issued on the following Monday. The check that issues on the fifteenth (15th) will include one-half of the pilot's minimum monthly guarantee, and all of the previous month's overtime and per diem. The check that issues on the thirtieth (30th) will include one-half of the pilot's minimum monthly guarantee.

2. Pay for a Trip That Spans Two Bid Periods

- a. If a pilot has a trip that continues from one bid period to the next, then all the pay that has accrued prior to midnight on the last day of the bid period will be paid out as part of the previous month's pay, and all the pay that accrues after midnight on the last day of the bid period will be paid out as part of the next month's pay.
- b. A trip that spans two bid periods will be treated as if it were two separate trips for the purpose of calculating the trip rig. The trip will be construed to end at 1159 on the last day of the bid period, and a new trip will be construed to start at 0000 on the first day of the next bid period.

3. Longevity Increases

Longevity increases will first be paid after a full bi-monthly pay period has been worked at the new rate. Credit for any partial pay period worked (at the new rate) prior to the full pay period will be paid on the 15th of the following month.

Example: A pilot's longevity date is June 10. His June 30th paycheck will reflect the longevity increase for the June 16-June 30 time period. The July 15th paycheck will reflect the longevity increase for the June 10-15 time period.

M. 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 to the Chief Pilot. 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 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.

N. Extension

Whenever a pilot is required to fly beyond (either prior to or after) his originally scheduled trip(s) (on the final bid award), such pilot shall be paid one and one-half times his hourly rate of pay for all credited time in excess of his originally scheduled trips(s).

Example: A pilot's scheduled release time at the end of his trip is 1430. The pilot is assigned to fly an additional round trip after 1430.

Example: A pilot's scheduled release time at the end of his trip is 1430. However, when the pilot flies into his domicile at 1000, his last round trip cancels (and is not operated by another crew as part of an operational reroute). The pilot is then assigned to fly a different round trip. The canceled round trip and revised check-out time make the assignment of a different round trip an extension.

O. Reroute/Reschedule

1. Whenever a pilot is rerouted/rescheduled for reasons beyond the control of the Company (i.e., weather, mechanical or air traffic control delays) and his release time is later than originally scheduled (on the final bid award), such pilot shall be paid and credited for all time at his hourly rate of pay.

Example: A pilot is scheduled to fly a one-day trip that consists of three round trips to Aspen. Due to weather, the pilot returns to domicile three (3) hours after his originally scheduled release time. He is not entitled to any premium pay.

Example: A pilot is scheduled to fly a one-day trip that consists of three round trips to Aspen. Prior to landing in Aspen on the last round trip, the flight

is diverted Grand Junction. He is not able to fly out until the following day. He is not entitled to any premium pay.

2. Whenever a pilot is rerouted/rescheduled for any reason other than those identified in paragraph O.1. above, and his release time is more than two (2) hours beyond his originally scheduled trip(s) (on the final bid award), such pilot shall be paid and credited for all hours that exceed the two (2) hour time period at one and one-half times his hourly rate of pay.

Example: A pilot is scheduled to fly from Milwaukee to Denver to Aspen and back to Denver. Due to various delays encountered in Milwaukee, the pilot is late in returning to Denver. The Company elects to assign the Aspen round trip to a crew that was originally scheduled to perform a Colorado Springs round trip. The pilot who was originally scheduled to perform the Aspen round trip is rescheduled to a Colorado Springs round trip. The Colorado Springs round trip returns the pilot to Denver three hours after his originally scheduled release time. The pilot is entitled to premium pay for any pay credit that would have accrued in the third hour.

- P. When the Company elects to displace a pilot from a trip (for reasons such as IOE, consolidation of skills and knowledge, management flying), the displaced pilot will be paid for the value of the trip from which he was displaced.

Q. Schedule Reduction – Final Bid Award

1. A pilot who loses a scheduled trip or a portion thereof for any reason other than:
 - a. failure to report for assigned flight;
 - b. leave of absence;
 - c. medical ineligibility;
 - d. suspension; or
 - e. furlough,

shall be guaranteed flight pay equal to the scheduled value of the trip(s) lost.

2. The guarantee provided for under this paragraph is not intended to apply to situations where the pilot's own actions cause the loss of a trip(s). Examples would include, but not be limited to, a pilot who reports without his license or flight bag, loss of license, failure to qualify, and a positive alcohol test. If a pilot, because of the above-referenced reasons, is available to fly only a portion of a trip, this paragraph shall begin to apply at the time of his new report time.

R. 1,000 Block Hours

1.
 - a. A pilot will be credited for the value of any trips that are removed from his final bid award prior to his actually having flown 1,000 block hours.
 - b. A pilot who has flown 1,000 block hours in a year will be credited for all work performed during the month that he reaches 1,000 block hours, in addition to the prorated portion of his monthly guarantee for any time he is unavailable for Part 121 duties during the remainder of the month.
2. A pilot who is unavailable for an entire month because he has flown 1,000 block hours will receive his monthly guarantee.
3. A pilot who has accumulated 1,000 block hours and who volunteers for non-Part 121 duties will be paid for all such work in addition to his monthly guarantee.
4. A pilot who is scheduled on the final bid award for non-Part 121 duties (such as recurrent training or a proficiency check) during a period of time that he is otherwise unavailable for flight duty because he has accumulated 1,000 block hours will have that work credited towards his monthly guarantee.

S. Value of Reserve Day

1. A pilot who picks up a reserve or ready reserve day will be credited with a minimum of four (4) hours and ten (10) minutes (4:10) or what he actually credits, whichever is greater.
2. A reserve pilot who is in short-term training will be credited with four hours and ten minutes (4:10) of pay for each reserve day dropped to accommodate the short-term training assignment.

3. A reserve pilot on sick leave will be credited with four hours and ten minutes (4:10) for each day of reserve that coincides with the sick leave.
4. A reserve pilot on vacation will be credited with four hours and ten minutes (4:10) for each day of reserve in the vacation period, and the reserve pilot will be paid for the greater of that total or the value of the vacation in accordance with Section 7.

Example: A reserve pilot has a seven-day vacation period. He was scheduled for five (5) reserve days in that period. Compare the value of the reserve days dropped (5 days x 4:10 equals 20 hours and 50 minutes) to the vacation credit (7 days x 3.2 hours equals 22 hours and 24 minutes). In this case, the pilot would be credited with 22:24.

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SECTION 4
MINIMUM PAY GUARANTEES

- A. A pilot will receive a minimum monthly guarantee of seventy-five (75) hours.
- B. A pilot who is unavailable for duty for part of a bid period will have his guarantee prorated. For the purpose of this Section, "unavailable for duty" shall mean a pilot who is on any type of leave of absence, furlough, suspension (without pay), and time off without pay, but shall not include a pilot who is on vacation. See Appendix B for proration table.

Example: A pilot is on a military leave for one week (7 days) of a 30-day bid period. The 75-hour guarantee will be reduced by 2.5 hours for each day that he is unavailable. His new monthly guarantee is 57.5 hours.

- C. A pilot who is in long-term training will be credited with 2.5 hours per day until the first day of IOE. A pilot's monthly guarantee will be prorated from the day he starts IOE through the end of the bid period.

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SECTION 5
TRAVEL EXPENSES

- A. 1. The Company and the Association will designate comfortable and adequate single occupancy lodging at all overnight stations (including continuous duty overnights), while a pilot is in training away from his domicile, and on temporary duty assignments. The Company will pay the cost of such lodging.
- 2. The Company will provide the Association Hotel Committee Chairman with at least sixty (60) days written notice of its desire to consider an alternate or new hotel. If, due to circumstances beyond the control of the Company, sixty (60) days notice cannot be given, the Hotel Committee Chairman will be advised as soon as possible. The Hotel Committee will provide the Company with its recommendations within thirty (30) days of receipt of the notice.
- B. The Company will provide adequate single occupancy hotel accommodations when a pilot has a layover of 4.5 hours or more from actual block-in to scheduled block-out.
- C. Suitable crew room facilities, including a flight planning area, mutually agreeable to the Company and the MEC Chairman will be provided at each domicile and Air Wisconsin's operational hub(s), taking into account availability of space and cost considerations.
- D. 1. A pilot will be paid a per diem allowance of \$1.40 per trip hour (fractions will be prorated) for domestic assignments and \$1.70 per trip hour for international assignments (except Canada, which shall be paid at the domestic rate). On October 1, 2006, the per diem rates shall be increased to \$1.50 and \$1.80, respectively. On October 1, 2009, the per diem rates shall be increased to \$1.60 and \$1.90, respectively.
- 2. A pilot will receive per diem for each trip hour, training away from domicile (including flight training that originates in a pilot's domicile), and while on a temporary assignment. However, a new hire pilot in initial training shall not receive per diem until he commences IOE.
- 3. International per diem will begin at the last point of scheduled departure in the continental United States and will end at scheduled block-in at the first point of arrival back in the continental United States.

4. Per diem will be included in the first payroll check of the following month, and will encompass all per diem owed for the previous month.
- E. The Company will provide transportation between the airport and the lodging facility. If there is no suitable eating facility at the hotel, transportation will be provided to a restaurant. If the usual transportation from the airport to a hotel is not available within thirty (30) minutes following block-in, the Company will reimburse a pilot for cab fare to the hotel. A pilot using a taxi pursuant to this paragraph must contact Crew Scheduling upon reaching the hotel to advise them of the circumstances. The pilot must provide the Company with a receipt when he files for reimbursement.
- F. The Company will pay any fee associated with local and /or toll free calls made from a layover hotel.
- G. The Company will pay the cost of parking at a pilot's domicile airport. Alternatively, the Company will reimburse a pilot for parking at an alternative location that the pilot designates, up to the amount the Company would pay if the pilot were parking at his domicile airport. A pilot must submit valid receipts to the Chief Pilot in December of each year to be reimbursed.

Example: Denver parking costs \$30.00 per month. A Denver-domiciled pilot may submit receipts for up to \$30.00 per month for an alternate airport location.

H. In-Domicile Layover Rooms

1. RON Trip Cancelled Prior to Check-In Time

A pilot will be provided with a hotel room in his domicile on a scheduled RON that cancels prior to the scheduled check-in time and results in the pilot overnighiting in his domicile, in accordance with the following provisions:

- a. A pilot will not be considered to be on duty until check-in the following day.
- b. Per diem and rig pay will not begin until check-in on the following day.
- c. Extension pay (if applicable) will only apply at the end of the trip.

2. RON Trip Cancelled After Check-In Time

A pilot will be provided with a hotel room in his domicile on a scheduled RON that cancels after he checks-in and

results in the pilot overnighing in his domicile. The pilot will be paid as if he actually performed the overnight out of his domicile, i.e. he will receive rig pay and per diem as if he were out of domicile.

3. If the Company releases a pilot from his trip subsequent to a cancellation, the provisions of this paragraph will not apply.

Example: A pilot arrives in Denver, which is his domicile. Prior to the scheduled check-in time for a multi-day trip, the pilot is advised that his whole first day of flying will be cancelled, but the Company has scheduled him to report early the next morning to resume his trip. The pilot will be provided with a hotel room.

Example: A pilot arrives in Denver, which is his domicile. Prior to the scheduled check-in time, the pilot is advised that his trip has cancelled and he is released from the entire trip. The pilot will not be provided with a hotel room.

Example: A pilot has checked in at his domicile. Prior to his scheduled overnight, his trip is modified such that his outstation overnight is cancelled. If the pilot is released for the remainder of the trip, no hotel room will be provided. If the pilot will be returned to his trip on the following day, he will be provided with a hotel room.

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SECTION 6
MOVING EXPENSES

- A. A pilot who moves in conjunction with his initial domicile assignment shall pay his own moving expenses.
- B. 1. The Company will pay moving expenses when:
- a. a pilot is displaced to another domicile; or
 - b. a pilot is recalled from furlough to a domicile other than the domicile he held at the time of the furlough, provided the position and status to which the pilot is recalled is listed lower on his bid card than the position and status from which he was furloughed.
2. If a pilot returns from furlough status and receives a paid move in connection with the position and status to which he was recalled in accordance with paragraph B.1.b., above within twelve (12) months of the date he reported for active service, and then leaves the Company within that twelve (12) month period, he shall be required to reimburse the Company for a pro rated share of the total moving cost. The pro rata share shall be based upon the months the pilot has served in active status.
- Example: A pilot who reports on July 1, moves on February 1, and leaves the Company on May 1 would owe the Company for two-twelfths of the total moving cost.
3. For the purposes of this paragraph, events that occur between the first (1st) and the fifteenth (15th) of the month, inclusive, will be construed to have occurred on the first (1st) of that month. Events that occur between the sixteenth (16th) and thirty-first (31st) inclusive, will be construed to have occurred on the first of the following month.
- C. When the Company is required to pay moving expenses, the move must be coordinated with the Employee Relations Department. Employee Relations will designate the moving company. Moving expenses should be submitted within thirty (30) days after incurring the expenses. Receipts must verify all moving expenses. The Company will not be liable for any damages incurred during moving provided that it secures the insurance required under paragraph D.2. below.

- D. Moving expenses paid by the Company will be limited to the following:
1. The Company will have the right to control the method of shipment and will pay the cost of moving up to fifteen thousand (15,000) pounds by a reputable bonded mover. The Company will pay up to three hundred dollars (\$300.00) of the cost verified by receipts for moving portable structures, boats, trailers, campers, cars, etc., and such items shall not be included in the calculation of the weight stated above. The total cost of all shipping containers, the cost of packing and unpacking, shipping drayage, and storage for a period not to exceed thirty (30) days will be paid by the Company.
 2. The Company will provide replacement insurance for the value of the goods to be moved and/or stored, where applicable. A pilot must advise the moving company of the value of the household goods to be shipped. If the value of the pilot's household goods exceeds the standard insurance provided by the moving company, the pilot may purchase additional replacement insurance coverage from the moving company. The Company will reimburse the pilot for the cost of the additional coverage, to a maximum of seventy-five thousand dollars (\$75,000) replacement insurance, upon submission of a receipt.

Example: If a pilot's household goods are valued at \$85,000 and if the standard insurance provides for \$50,000 worth of coverage, the Company will reimburse the pilot for the cost of the replacement value insurance for an additional \$25,000 of coverage, and the pilot may elect to buy replacement insurance for the remaining \$10,000 of coverage.
 3. The Company will reimburse a pilot at the current IRS mileage rate for up to two (2) of the pilot's registered vehicles driven to the new domicile, using the most direct mileage between domiciles (as reported by the Appleton, Wisconsin AAA). One car may be moved prior to the move of the primary residence, and the other (or both) cars would be moved in conjunction with the actual move. A pilot need not move his primary residence in order to qualify for the expense reimbursement of driving one (1) vehicle. Fuel receipts must accompany the request for payment.
 4. The Company will reimburse a pilot for meals and lodging for the pilot and his family for the time required to travel to the domicile. A day of travel shall be considered three hundred fifty (350) miles by the most direct AAA mileage. The daily allowance for meals shall be thirty dollars (\$30.00) each for

the pilot and spouse, and fifteen dollars (\$15.00) for each child. (For example, a pilot, spouse, and one child would receive seventy-five dollars (\$75.00) per day.) Lodging will be the quality of that used on scheduled overnights. Lodging and meal receipts must accompany the request for payment.

5. If household goods have arrived (or fail to arrive) at the new domicile and it is impossible to move such goods into the new residence, the Company will pay meal and lodging expenses (consistent with paragraph D.4. above) for up to seven (7) days. The pilot will make every effort to minimize this expense. If the moving company reimburses the pilot for these expenses, the Company will have no obligation to make any additional payment.
 6. The Company will pay four hundred dollars (\$400.00) to defray house-hunting expenses. The pilot must actually relocate his primary residence to be eligible for this payment. The Company will make this payment upon completion of the move.
 7. If a lease is broken as a result of moving to a new domicile, and a penalty is incurred, the Company will pay the penalty; not to exceed one month's rent.
 8. The Company will pay for termination and hook-up of gas and electric utilities, telephone and household appliances which result from a move to a new domicile, provided it does not involve alterations or materials.
 9. The Company will not be responsible for paying any expenses incurred under this Section after two (2) years from the actual effective date of the pilot's assignment to the new domicile.
- E. 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, to any other location (provided the move exceeds fifty (50) miles from his present residence). However, the Company's financial responsibility will not exceed the cost of moving the pilot from the domicile from which he transferred to his new domicile.
- F. Moving Days
1. A pilot's schedule will be adjusted (if necessary) to allow four (4) consecutive days off (including guaranteed days off) to search for a residence. This time off is without pay for trip(s) dropped. The request for time off will be coordinated

with the Chief Pilot. A pilot need not relocate his primary residence to be eligible for these days off.

2. A pilot who is moving his primary residence will be entitled to five (5) consecutive days off for a move of three hundred fifty (350) miles or less, and seven (7) consecutive days off for a move that exceeds three hundred fifty (350) miles. These days off are to be taken in conjunction with the actual move. The pilot will be paid for the value of any trip(s) dropped. The pilot must advise the Chief Pilot, in writing, of his requested move dates at least thirty (30) days in advance. If the pilot does not give the thirty (30) day notice, the Company may defer the moving days until not later than the following month. Moving days may not be requested during the weeks of Thanksgiving, Christmas, and New Years.

NOTE: A pilot making a voluntary position change is entitled to days off in accordance with Section 24.G.

SECTION 7
VACATION

A. General

Earned vacation means vacation accrued in the previous year(s) that a pilot is eligible to take in the current year.

Accrued vacation means vacation that is accumulating in the current year that a pilot is eligible to take in the next year.

B. Accrual

1. A pilot shall accrue vacation in accordance with Company seniority.
2. A pilot will accrue vacation in accordance with the following:

<u>Years of Service</u>	<u>Days Per Month of Active Service</u>
First year of service	.58 (.58 x 12 months = 7 days)
More than 1 year of service	1.16 (1.16 x 12 months = 14 days)
More than 5 years of service	1.75 (1.75 x 12 months = 21 days)
More than 10 years of service	2.33 (2.33 x 12 months = 28 days)
More than 19 years of service	2.92 (2.92 x 12 months = 35 days)

3. 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 (1st) of the following month.

Example: A pilot has a 6/14/00 date of hire. The pilot will accrue .58 vacation days in June (because he was hired prior to the 15th of the month) and each remaining month in that calendar year. The pilot is eligible to take four (4) days of vacation in calendar year 2001 following his anniversary date.

In calendar year 2001, the pilot will accrue .58 days in the months of January through May, and he will accrue 1.16 days per month for each remaining month in that calendar year. The pilot is eligible to take eleven (11) days at any time in calendar year 2002.

4. A pilot will accrue vacation while he is on paid sick leave (in accordance with Section 14) or until he has been on a non-pay status in excess of thirty (30) days, whichever comes last. The vacation accrued while a pilot is on sick leave or non-pay status for thirty (30) days (or less) may only be

taken after the pilot returns to active status, and cannot be cashed out or otherwise used to supplement the pilot's income while the pilot is on a leave of absence.

5. On August 1 of each year, a statement will be posted showing the projected balance of a pilot's earned vacation as of the end of that calendar year and which he is eligible to take in the next year. A pilot will have thirty (30) days after the issuance of such statement to protest any errors or omissions. If no protest is received, the statement shall be considered correct.
6. A pilot who has accrued a partial day of vacation that is less than one-half (.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 is greater than one-half (.5) of one (1) day will be credited with an additional full day of vacation.

C. Pay

1. A pilot will be credited with three (3) hours of pay for each calendar day that falls within the vacation period, regardless of any trips missed.
2. Pay Out Upon Resignation, Termination, or Death
 - a. A pilot (including a probationary pilot) who gives the Company fourteen (14) days' notice of his resignation will be paid for all of his unused earned and accrued vacation.
 - b. A pilot who fails to give the Company fourteen (14) days' notice of his resignation will be paid for all of his unused earned vacation.
 - c. If a pilot dies while in the service of the Company, the pilot's estate will be paid for all of his unused earned and accrued vacation.
 - d. A pilot who is discharged for training-related reasons will be paid for his unused earned and accrued vacation.

D. Annual Vacation Bidding

1. A pilot shall be eligible to bid vacation earned the previous year. A vacation period must be bid in a minimum of seven (7) day increments starting on Sunday. Vacation day balances of less than seven (7) days must be bid in

conjunction with other vacation bid periods, except that a pilot whose entitlement for the year is less than seven (7) days may bid for his entire entitlement.

2. There will be fifty-two (52) vacation start dates posted in each year. The last vacation period posted in December may extend into the following calendar year, but would still be posted as part of the annual bid. For example, if December 28 were a Sunday, the vacation bid period would run through January 3.
3. The Company shall post a sufficient number of vacation periods to accommodate all known vacation. These periods will be represented on a vacation grid.
4. Vacation Grid
 - a. The Company shall specify the open vacation periods in the following manner. For every eighty (80) weeks of earned vacation, by position (equipment, seat and domicile), the Company will make every week of the year available. When earned vacation equals or exceeds one hundred sixty (160) weeks, by position, every week of the year will be posted for bid at least twice. This pattern would continue for each additional eighty (80) weeks of earned vacation. Any vacation periods remaining (which would be less than eighty (80)) will be distributed at Company discretion throughout the year.

Example: Denver CL-65 Captains have a total of one hundred seven (107) weeks of accrued vacation. Each week of the year would be available for bid at least once. The remaining fifty-five (55) weeks would be distributed throughout the year at Company discretion.
 - b. Where there is less than eighty (80) weeks of earned vacation in a position, the Company will post at least thirty-seven (37) separate starting dates for vacation periods. The thirty-seven (37) periods must include the weeks encompassing July 4, Thanksgiving, and Christmas.
5. Vacation shall be awarded in order of seniority using the position (not phantom position) the pilot occupies or is in training for on September 1 of the current year.

6. Vacation periods will be posted for bid on September 1 for the coming year. The vacation awards following the final round of bidding will be posted no later than November 15.
7. Vacation bidding will be in four (4) separate rounds. Each round will remain open for at least ten (10) days.
8. No pilot will be awarded more than one (1) vacation block (which may consist of multiple consecutive vacation periods or a vacation period combined with a partial vacation period) per round of bidding.
9. A pilot who does not bid a vacation within the designated bid periods will have his vacation assigned by the Company. The most senior pilot, by position, shall be awarded the open vacation slot nearest the end of the calendar year, and assignments shall continue in sequence moving toward the beginning of the year.

E. Primary and Non-Primary Vacation Scheduling

1. Primary Vacation

A pilot awarded a primary vacation will be entitled to drop any trip (in its entirety) that is scheduled to operate on a day that falls within his awarded vacation period (i.e. Sunday through Saturday). A primary vacation will entitle a reserve pilot to drop one (1) reserve day immediately prior to his vacation start date and one (1) reserve day immediately after his vacation period ends (if reserve duty is scheduled on either or both of those days). For example, if a reserve pilot has a scheduled reserve day on the Saturday prior to his vacation, and a reserve day scheduled on the Sunday following his vacation, those two reserve days will be dropped.

2. Non-Primary Vacation

A pilot awarded a non-primary vacation will be released from duty by noon on the day prior to the first scheduled day of the vacation period, and shall not be scheduled to report for duty before noon on the day following the last scheduled day of the vacation period. The Company may drop or split trips in order to comply with the release and report times on these days. In addition, a trip may be modified to enable a pilot to start or finish a trip in his domicile.

3. Primary Vacation Eligibility

A pilot with fewer than four (4) weeks of earned vacation is eligible to take one (1) primary vacation. A pilot with four (4) weeks of earned vacation is eligible to take two (2) primary vacations. A pilot with five (5) weeks of earned vacation is eligible to take three (3) primary vacations. A primary vacation may consist of one or more weeks, provided they are consecutive.

4. Primary Vacation Award

The first vacation period awarded to a pilot will be automatically designated as primary. A pilot eligible for a second and/or third primary vacation will be automatically awarded that vacation as primary in the subsequent rounds. A pilot who wishes to change his primary vacation period(s) may do so by submitting the appropriate form to the Flight Department no later than December 1. These forms will be distributed to the pilot mailboxes no later than November 1.

5. Primary Vacation Redesignation

A pilot may redesignate an awarded primary vacation to non-primary vacation provided that he gives notice to Crew Scheduling by the first (1st) of the month prior to the month in which the vacation was awarded.

F. Monthly Vacation Bidding

1. The vacation periods reflected on the vacation grid in accordance with paragraphs D.3 and D.4 above will remain in place for the entire year (will not be reduced or withdrawn), unless the staffing is reduced in the affected position. Decreases in the vacation grid as a result of changes in staffing levels will be evenly reduced throughout the year, and will be in accordance with paragraphs 7.D.4.a. and 7.D.4.b.
2. Vacancies created on the grid resulting from resignations, position changes, retirements, leaves of absence, etc. will be made available for bid.
3. Open vacation periods shall be filled by pilots who carry in the same vacation period from their previous position, and such award will be reflected on the next published vacation grid.
4. Open vacation periods will be posted at least seventy-five (75) days prior to the month in which the open vacation

periods exist, and will include all open vacation for that month and every month thereafter, until the end of the year. For example, the first monthly vacation bid will be posted on December 15. It will include all open vacation in March through the last vacation bid period of the year. The months of January and February will not be open for monthly vacation bidding.

5. A pilot may bid to move a previously awarded vacation week(s) to any open vacation period. However, the vacation that is being moved cannot fall within the two (2) months following the close of the vacation bid. For example, after the January bid closes, a pilot may not move any of the vacation he has been awarded in February, March, or April.
6. Monthly vacation bids will be posted no later than the fifteenth (15th) of the month and will be published to the pilots by a PIF. The bid will remain open through the last day of the bid month. A pilot will bid for open vacation by submitting a vacation change form to the ATW Chief Pilot. In order for a bid to be valid, the pilot must identify the vacation week(s) to be moved. A pilot may only move complete weekly bid periods (including periods that have partial weeks attached) as provided in paragraph D.1. above. A pilot may split a vacation block that encompasses two (2) or more full weeks. Bids will be awarded by seniority no later than seven (7) days after the bid closes. Awards will be posted through a PIF.
7. The Company will only award the open vacation periods reflected on the bid PIF. Open vacation created as a result of these awards will be posted on the next month's bid.
8. A pilot may only bid to exchange vacation in the position he occupies at the time of the monthly vacation bid closing.

G. Personal Vacation Days

1. A pilot may use one of his full or partial vacation weeks for personal vacation days. A pilot is not entitled to use more than seven (7) days as personal vacation days (all to be taken from the same vacation week or partial week) in a calendar year.
2. A pilot will make a request to use personal vacation days to the Chief Pilot or Flight Manager, utilizing the appropriate form that will be made available in the crew rooms.
3. At the time the pilot makes such a request, he will designate the awarded week of vacation from which he

intends to draw his personal vacation days. If the pilot later requests additional personal vacation days, such days must be drawn from the same week, until none are remaining. If all of the days are used, the pilot will not be entitled to any vacation in that week. If a partial week remains, the pilot will be on vacation for those days.

4. A pilot must use personal vacation days in a minimum of three (3) day increments. When a pilot uses personal vacation days, the days will be deducted from the end of the vacation period. For example, if a pilot uses three (3) personal vacation days, he will have vacation remaining on Sunday through Wednesday.
5. Requests for personal vacation days should normally be made prior to the publication of the bid schedules for the month in which the personal vacation days are being requested. Short notice requests will be given consideration on a case-by-case basis.
6. Approval or denial for personal vacation days may be verbal, but will be followed by written documentation.
7. Personal vacation days will be paid in accordance with paragraph C.1. above. In the event a pilot is awarded days off on the same days that have been designated as personal vacation days, the pilot will be paid for the vacation days.

H. Vacation Cancellation

1. Awarded vacation is subject to cancellation by the Company. Awarded vacation periods, as defined in paragraph D.1. above, will be cancelled in inverse order of seniority, by position.
2. If the Company cancels the vacation of a pilot who has made a deposit in reliance on his established vacation schedule, the Company will reimburse the pilot for the deposit. The Company will be entitled to attempt recovery of the deposit.
3. A pilot who has his vacation cancelled shall select from among the following options: 1) rebid the cancelled vacation for later in the same calendar year (if available); or 2) rebid the cancelled vacation in the next calendar year; or 3) be paid for the cancelled vacation.
4. A pilot whose vacation is cancelled will be credited for all work performed during the vacation period (not including

days dropped as a result of the vacation being designated as primary) at 1.5 times his hourly pay rate. If the vacation that is cancelled has been designated as a primary vacation, the pilot may designate the rebid vacation as primary.

5. A pilot who rebids cancelled vacation is entitled to have such vacation designated as "golden" (i.e. shall not be subject to cancellation). A pilot who rebids the cancelled vacation in the same year will designate the vacation as golden on the monthly bid form. A pilot who rebids the cancelled vacation in the following year will designate the golden vacation on the Primary Vacation form.
6. If the Company cancels fewer than all of a pilot's consecutive vacation periods, the pilot may elect to utilize the options provided in paragraph H.3. above for all of the consecutive vacation periods. However, the pilot will receive premium pay only for the work performed during the period(s) cancelled by the Company.

Example: A pilot has three consecutive vacation periods scheduled in August. The Company cancels the first two vacation periods. The pilot may elect to rebid or be paid for all three vacation periods. The pilot would receive premium pay for all work performed during the first two vacation periods, and receive his regular hourly rate for the third period.

I. Position Changes

A pilot who changes his position will carry his awarded vacation to his new position. If the exercise of this provision creates a vacation imbalance, the Company may request that the pilot rebid his vacation. However, the Company may not offer a week that includes July 4, Thanksgiving, or Christmas, unless that week has been previously been posted for bid and has not been filled.

J. Flying During Vacation

A pilot who wishes to request to receive pay in lieu of previously scheduled vacation must contact the Flight Department no later than the first (1st) of the month prior to the month in which the vacation was awarded. If the Company approves the request, the pilot shall be paid in accordance with Section 7.C. for the vacation and Section 3 (at his regular hourly rate) for flying or reserve duty performed during the period originally designated as vacation.

- K. A pilot who wishes to determine his remaining vacation during the course of the vacation year should contact the Flight Department during normal business hours.

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SECTION 8

DEADHEADING

A. Duty Period

If a deadhead assignment is the first leg of a trip or duty assignment, the scheduled report time will be thirty (30) minutes prior to the scheduled departure. If a deadhead assignment is the last leg of a trip or duty assignment, a pilot will be considered to be on duty until fifteen (15) minutes after block-in.

B. General

1. The Company will schedule all flight deadheading on FAR Part 121 carriers. Other carriers may be utilized for “irregular operations” only with the consent of each individual crewmember. “Irregular operations” means instances that require a deviation from the original schedule.

- a. If irregular operations require a surface deadhead, and a pilot has a safety concern regarding that deadhead, the pilot will contact a member of Flight Management to develop a mutually acceptable solution.
- b. Except for irregular operations, a crewmember will not be required to drive or be driven in excess of thirty (30) miles.
- c. A pilot will not be required to transport passengers via surface transportation.

C. Positive Space

A pilot will be given positive space transportation for all deadheading.

D. Trip Value

A deadhead leg(s) will be considered to be part of the value of the trip or training assignment with which it is scheduled.

E. Release from Deadhead Assignment

With the approval of Crew Scheduling, a pilot may be released from a deadhead assignment, with pay.

F. Alternate Deadhead to Training

Travel to and from a training assignment will be scheduled to and from the pilot's domicile, unless the pilot designates another Company domicile (or other cities as may be designated by the Company) as either the departure and/or arrival station.

Example: Assume Chicago and Denver are Company domiciles. A pilot is based in Denver. He lives in South Bend. He has a proficiency check scheduled in Washington Dulles. He will be provided with a ticket from Chicago to Washington Dulles, and from Washington Dulles to Denver, if he so requests.

SECTION 9
NEW AIRCRAFT

- A. Should the Company wish to place into revenue service aircraft other than the aircraft for which rates of pay are 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, Duration, to negotiate rates of pay for such aircraft at a mutually agreed upon time, but in no case later than sixty (60) days before the aircraft positions are to be posted for bid.
- B. Upon receipt of notice from the Company that it desires to engage in negotiations pursuant to this Section, the Association Negotiating Committee will be released from service for preparation and negotiations, and, if necessary, arbitration. The parties will utilize the first fourteen (14) days to determine their positions. Direct negotiations will commence on the fifteenth (15th) day following the notice. If no agreement has been reached by the twenty-first (21st) day of negotiations, the parties may elect to utilize the services of a mediator. If no agreement has been reached by the thirtieth (30th) day of negotiations, the parties agree to submit the issue to an arbitrator for final and binding arbitration. The arbitration will occur between the eighth (8th) and twelfth (12th) days following the close of the negotiations period.
- C. 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 of the Agreement. The arbitrator will be selected within two (2) business days of the Association's receipt of notice from the Company.
- D. Closing oral arguments shall be made in lieu of post hearing briefs. The arbitrator's decision shall be issued no later than three (3) days after the close of the arbitration hearing. The arbitrator shall have jurisdiction to determine the appropriate pay rate for the aircraft designated in the dispute. The arbitrator shall not have jurisdiction to set a pay rate beyond the amendable date of the Agreement.
- E. The time limits may be extended or reduced by the mutual agreement of the parties.

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SECTION 10
TRANSFER TO A MANAGEMENT OR NON-FLYING POSITION

- A.
 - 1. A pilot transferred to a management or non-flying position with the Company will retain and continue to accrue seniority and longevity from the date of the transfer until the date he returns to the line.
 - 2. A management or non-flying pilot must participate in the permanent bid system as bids arise. A position awarded to a management or non-flying pilot will be a “phantom” position (not supplanting a line flying position) and awarded by seniority. The Company will indicate that a “phantom” position has been awarded on the bid award.
 - 3. A management or non-flying pilot who returns to a line flying position will be assigned to the line position he holds as a “phantom” position. However, the returning pilot shall not displace a line pilot and will be added as an extra pilot to such position.
 - 4. A pilot who is transferred to a management or non-flying position has the right to return to line flying, unless he is discharged for just cause. In such event, the pilot would have access to the System Board of Adjustment pursuant to Section 21.
- B. A pilot holding a management or non-flying position may perform line flying for the maintenance of proficiency and familiarity with line operations.
- C. A pilot transferred to a management or non-flying position prior to the completion of his probationary period shall be deemed to have completed his probationary period as a pilot after twelve (12) months of active service, including time the pilot has served as a management or non-flying pilot in the Flight Department.

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SECTION 11
TRAINING AND TESTING

A. Scheduling of Training and Testing Events

1. Notice

- a. A pilot will normally be notified of a training and/or testing event at the time the monthly bid packages are published. In no case shall a pilot receive less than fourteen (14) days notice of such an event. A pilot may, at his option, agree to less than fourteen (14) days notice.
- b. A training and/or testing event that is cancelled will be rescheduled without regard to any minimum notice requirement provided the pilot is advised of the rescheduled date prior to release (by the instructor/check airman) from the testing site or at the time he receives notice of the cancellation (if he is not at the testing site). If the pilot is not advised of the rescheduled date at either of the above-described points in time, he will be entitled to a minimum of forty-eight (48) hours notice if the event is scheduled within fourteen (14) days of the cancellation, and fourteen (14) days notice if the event is scheduled more than fourteen (14) days beyond the date of the cancellation. A pilot may, at his option, agree to less notice.

2. Sequencing of Training

The training schedules of pilots who are awarded the same position and status on the same vacancy award will be in accordance with seniority to the maximum extent possible.

3. Ground School

- a. Ground School will be scheduled for no more than five (5) consecutive days followed by two (2) calendar days off. This paragraph will not apply to SVT/AQP.
- b. Ground school will not be scheduled for more than nine (9) hours of classroom time in a calendar day. A pilot may be required to return to the airport for "hands on" emergency procedures drills (EPD) outside of this limitation.

- c. Either of the above provisions may be modified by mutual agreement between the pilots in the affected class and the instructor.
- d. A pilot will be provided with a copy of the aircraft systems manual (or its equivalent) if he makes the request to the Manager of Ground Training within thirty (30) days of his initial or transition training class. The pilot will be provided with the manual within three (3) business days of his request.

4. Prohibited Days

- a. A pilot will not be assigned to a proficiency check, flight training, or ground school that will require him to perform any of those duties or to be away from his domicile for the purpose of performing any of those duties on December 24, 25, 31, and January 1, or during his vacation.
- b. No pilot will be required to take a proficiency check sooner than seven (7) days after any vacation period.

5. Flight Training - Aircraft

A pilot will not be required to act as flying pilot for longer than five (5) hours in any day of aircraft flight training. An adequate break period will be provided near the mid-point of the training session. A flight training session may not be extended if the resulting rest period prior to the next pre-brief would result in less than twelve (12) hours free from duty.

6. Flight Training - Simulator

A pilot will not be scheduled for more than four (4) hours in a flight simulator without an appropriate rest period prior to the next simulator session (as described in paragraph A.8. below). A single flight simulator session shall not normally last longer than two (2) hours. An adequate break period will be provided after approximately two (2) hours.

7. Maximum Duty Period – Minimum Rest for Proficiency Checks and Type Rides

- a. The rest period that is scheduled immediately prior to a testing event shall not consist of daytime hours exclusively.

- b. A pilot who is required to travel on the same day as his proficiency check or type ride is scheduled to start will be scheduled for no more than twelve (12) hours of duty, measured from the check-in time for deadhead to the scheduled termination point of the simulator/aircraft session (excluding debrief).
- c. A pilot who is required to travel a day in advance of his proficiency check or type ride will be scheduled for at least ten (10) hours of rest prior to the commencement of the proficiency check or type ride. The ten (10) hour scheduled rest period can be reduced to no less than eight (8) hours of actual rest.

Example 1: Pilot checks in for deadhead at 1930. His checkride is scheduled to terminate at 0400. This is acceptable.

Example 2: Pilot checks in for deadhead at 2000. Arrives at testing site at 2200. Scheduled for checkride at 1600 the following day. This is acceptable.

Example 3: Pilot checks in for deadhead at 0600. Arrives at testing site at 0730. Pre-brief starts at 2000, to terminate 0400. This is not acceptable.

8. Minimum Rest – Aircraft and Simulator Training

A pilot will be scheduled for a minimum of twelve (12) hours of rest between aircraft/simulator sessions. The twelve (12) hour period shall be measured from the scheduled end of the aircraft/simulator session (excluding debrief) until the report time for the pre-brief for the next session.

9. Cancellation of Training Event - Rescheduling

A pilot assigned to a training event that is cancelled in full or in part may be reassigned to line flying duties from open flying for the remainder of the training period. The Company will assign flights and the prorated days off to a lineholder at the time of the cancellation. Thereafter, if the training event was scheduled to exceed seven (7) days, it will be the duty of the lineholder pilot to contact crew scheduling every seven (7) days for possible assignments. A reserve pilot will receive his reserve assignment for the remainder of the cancelled training period, including the prorated days off, at the time of the cancellation.

10. Days Off

a. Short-Term Training

A pilot who is scheduled for a short-term training event will receive at least the minimum monthly guaranteed days off specified in Section 12.G.

b. Long-Term Training

- (1) A pilot assigned to a long-term training event will be scheduled for days off in accordance with the provisions of this Section, until the commencement of IOE.
- (2) A pilot will be released from all duty for the two (2) calendar days immediately preceding the day the pilot is scheduled to report for a long-term training event, provided the pilot notifies the Company of his intention at the time he bids or at the time he is advised that he is scheduled for training, whichever comes last.
- (3) A pilot who is assigned to flight training will normally be scheduled for at least two (2) days off in a seven (7) day period. In no case will a pilot be scheduled for less than one (1) day off in any seven (7) day period. If a pilot receives less than two (2) days off in a seven (7) day period, he will be scheduled for the lost days off immediately upon the successful completion of the proficiency check.
- (4) A pilot will be scheduled for at least two (2) days off upon successful completion of the proficiency check and prior to commencing IOE, in addition to any days owed in accordance with paragraph A.10.b.(3) above.

11. IOE

IOE will be scheduled in accordance with Sections 12 and 25.

12. Interface Between Training and Monthly Line Flying

- a. If a pilot is projected to complete his proficiency check by the tenth (10th) of the month, he will be permitted to bid for the following bid period.

- b. When a pilot who has bid in accordance with paragraph A.12.a. above completes his IOE prior to the end of that bid period, he will have a line constructed for the remainder of that bid period in accordance with the following provisions:
- (1) A pilot who is a lineholder will have a schedule constructed that consists of open time and/or periods of reserve availability. A pilot assigned reserve in accordance with this paragraph will not be required to report on less notice than is necessary for the pilot to travel from his home to the flight assignment, including time to prepare to travel.
 - (2) A pilot who is a reserve will have a schedule constructed that consists of reserve days, but may also be assigned trips in accordance with Section 25.K. (Consolidation of Skills and Knowledge).
 - (3) Normal line construction rules apply to the construction of both the lineholder and reserve schedules referenced in paragraphs 12.a. and 12.b. above.
 - (4) Days off will be prorated for the portion of the bid period for which a schedule is constructed.
 - (5) A pilot will be issued the schedule referenced in A.12.b. above during his last scheduled sequence of IOE. The pilot will be given at least two (2) days off upon completion of IOE.

Example: A pilot completes his checkride on May 14th. During his last sequence of IOE, his schedule will be constructed for the rest of May. The schedule will include at least two (2) calendar days off immediately upon completion of IOE.

- c. A pilot who is projected to complete his proficiency check after the tenth (10th) of the month will not be permitted to bid for the following bid period. Upon completion of the pilot's IOE, a line will be constructed for the remainder of that bid period and/or the following bid period, with the same rules as set out in paragraph A.12.b. above, except that:

When a pilot has a complete bid period constructed in accordance with this paragraph, he may request a block of four (4) specific calendar days off (i.e. the 10th through the 13th). The Company will accommodate this request to the extent possible.

- d. A pilot who is being issued an entire bid period's flying will be assigned that flying after the initial open time award described in Section 25.I. (the whole month for which the pilot will be assigned). In other words, no newly qualified pilot will be assigned any flying until after all other pilots have had the opportunity to bid and be awarded that flying.

Example: A pilot completes his checkride on May 14th and completes his IOE on May 22nd. He will be assigned his June schedule no sooner than four (4) days (May 27th) prior to the June bid period.

A newly qualified pilot is not eligible to bid on any open time until after he has received a schedule.

- e. Open time may exceed the five percent (5%) limitation set out in Section 25.H. of the Agreement by sixty-five (65) hours for each pilot who is available for line flying for an entire bid period pursuant to paragraph A.12.c. (Portions of the bid period will be prorated).

B. Initial, Upgrade, and Transition Training Qualification Events

- 1. A pilot who successfully completes ground training will be afforded three (3) opportunities to demonstrate proficiency during an initial, upgrade, or transition training qualification event (hereinafter a "training qualification event"). If a failure occurs on the first or second opportunity within a training qualification event, the pilot will have the option of returning to his previously held position (after requalification), or, if the Company concurs, he may elect to receive training for the right seat of the equipment in which he is attempting to qualify as a Captain. If the pilot elects to utilize the third opportunity and is unsuccessful, his continued employment will be at the discretion of the Company.

a. Oral

A failure of the oral will be followed by retraining and a retest. A pilot must successfully pass the second test

in order to continue with the training qualification event. A failure of the oral will be counted as one of the three (3) opportunities identified in B.1. above.

b. Simulator/Aircraft Training

A pilot will be scheduled for the full program course of simulator/aircraft sessions. This training will not be deemed to be successful, and will count as a failed opportunity pursuant to paragraph B.1. above if the pilot is not able to complete the course of training within the programmed number of sessions, plus two (2) additional sessions. The pilot may elect to receive additional training, and if he is still unable to secure a recommendation for the proficiency check, he will be deemed to have another failure.

c. Proficiency Check/Type Rating

A pilot who is unable to successfully complete the proficiency check/type rating will be deemed to have a failure.

d. IOE

A pilot must successfully complete IOE in order to complete the training qualification event.

2. A pilot who is unsuccessful for the first time in a training qualification event must successfully complete all proficiency checks/training events (without any intervening failures) in the twelve (12) months of active service immediately prior to entering the next training qualification event.

NOTE: A pilot will be awarded a vacancy pursuant to this paragraph so long as the training is scheduled to commence after twelve (12) months from the date of his requalification.

3. A pilot who is unsuccessful for the second time in a training qualification event must successfully complete all proficiency checks/training events (without any intervening failures) in the thirty-six (36) months of active service immediately prior to entering the next training qualification event.

A pilot will be awarded a vacancy pursuant to this paragraph so long as the training is scheduled to

commence after thirty-six (36) months from the date of his requalification.

4. A pilot who is successful in a training qualification event following one or two unsuccessful events will have three (3) full training qualification events available to him for future training events. A pilot who is unsuccessful in three (3) consecutive training qualification events will not be awarded any vacancy other than a change of domicile. However, if the pilot is displaced, he will be eligible for a single training qualification event to qualify for the position into which he is being displaced.
5. A pilot who is unsuccessful in a training qualification event and who elects to either return to his previously held position or who is permitted to attempt to qualify as a First Officer in the equipment in which he was attempting to qualify as a Captain will be given the appropriate retraining in accordance with paragraph D. below. If the pilot is attempting to qualify for his previous position or the First Officer position, and has accrued one failure in the training qualification event, he will be afforded two opportunities to succeed. If the pilot has accrued two failures in the training qualification event, he will be afforded one opportunity to succeed.

C. Recurrent Proficiency Checks/Training

1. A pilot will be afforded three (3) opportunities to successfully complete a recurrent proficiency check/training event. If, however, a pilot incurs one or more failures over the course of two consecutive recurrent proficiency check/training events, the pilot will be afforded two (2) opportunities on his subsequent recurrent checks, until such time as the pilot succeeds in passing two (2) consecutive recurrent proficiency check/training events, without any intervening failures. Once that occurs, the pilot will again be afforded three (3) opportunities.
2. A pilot who fails three (3) consecutive recurrent proficiency check/training events (provided he is entitled to three (3) opportunities pursuant to paragraph C.1. above) will retain his employment at the discretion of the Company. A pilot who fails two (2) consecutive recurrent proficiency check/training events (provided he is entitled to only two (2) opportunities pursuant to paragraph C.1. above) will retain his employment at the discretion of the Company.

D. Retraining Following a Failure

A pilot who is unsuccessful in either the written, oral, or aircraft/simulator portions of a qualification training event or recurrent proficiency event will be afforded retraining as follows:

1. Written/Oral

- a. A pilot who is unsuccessful in a written or oral exam will be given at least four (4) hours of retraining. This amount may be reduced by mutual agreement between the applicant and the instructor.
- b. A pilot may request to defer the retest until seventy-two (72) hours after the retraining.

2. Simulator/Aircraft

- a. A pilot who is unsuccessful in the simulator/aircraft phase of a training qualification event, or on a proficiency check, or type rating will be given at least one simulator session prior to rechecking. In determining the amount of retraining, due regard will be given to the input of the applicant and the instructor.
- b. A pilot may request to defer the retest until seventy-two (72) hours after the unsuccessful check provided the pilot makes the request no later than six (6) hours following the unsuccessful ride or by 10:00 a.m. local time on the morning following a checkride that is completed after 8:00 p.m. on the previous day.

E. Voluntary Simulator Training

1. A pilot who wishes to voluntarily participate in a simulator training event between recurrent proficiency checks/training events shall advise the Flight Department. If, during the course of normal scheduled training, a simulator session becomes available, the Flight Department will attempt to contact the pilot. Priority will be given to pilots who have incurred a failure on a previous proficiency check/training event.
2. A pilot who voluntarily participates in a training event on a day off will not receive any additional pay or days off. A pilot who is scheduled to work and is removed by the Company when there is adequate reserve coverage will not lose pay for any trips missed.

3. Required travel and hotel accommodations will be provided by the Company.

F. No Dual Qualifications

A pilot will not be required to maintain dual qualifications. Once a pilot begins training in a new category (seat and/or equipment), he will not be required to fly in his previous category. However, a pilot who is upgrading in the aircraft he currently flies may be required to perform line flying only between ground school and simulator/aircraft training.

G. Miscellaneous Provisions Concerning Qualification and Requalification Training

1.
 - a. Proficiency checks shall be administered by either an Air Wisconsin Airlines Corporation seniority list check airman or an FAA employee. Exceptions for retired Air Wisconsin pilots will be considered by the MEC on a case by case basis.
 - b. This paragraph will not apply to the initial qualification of pilots in conjunction with the acquisition of a new aircraft type, however this exemption will not extend beyond six (6) months from the date the new aircraft type is introduced into revenue service.
2. A pilot will be granted a change in instructors if he provides a reasonable basis for the request to the Chief Pilot.
3. A pilot may withdraw from training upon demonstration of a hardship sufficient to warrant the withdrawal. Hardship will include, but not be limited to a serious family illness or death. The pilot will return to training at a time mutually agreed to by the pilot and the Chief Pilot.
4. Each flight station shall be manned during a flight simulator proficiency check.
5. Unless an FAA inspector requires otherwise, a checkride will be structured such that a pilot will have a reasonable opportunity to become familiar with the characteristics of the simulator before the introduction of abnormal procedures.
6.
 - a. A pilot will be shown a copy of any report prepared regarding his training if he so requests.
 - b. Each pilot will be provided a completed copy of his checkride evaluation form during the debriefing

session. The pilot will initial the form to acknowledge his receipt. The initials do not necessarily mean that he agrees with the contents.

7. If more than seven (7) days elapses between flight/simulator sessions or between a recommendation ride and a proficiency check, the pilot will be provided an additional simulator session (2 hours). If more than fifteen (15) days elapses in either of the above-described cases, the pilot will be provided two additional simulator sessions (4 hours). In no case shall the Company schedule a lapse of more than thirty (30) days between flight/simulator sessions or between a recommendation ride and a proficiency check.
8. A pilot who fails a checkride may request and will be granted a different check airman for his next checkride.
9.
 - a. Except in the case of the introduction of new equipment, a pilot will not be utilized as a check airman (including IOE Check Airman) until after he completes 1) Consolidation of Knowledge and Skills (CKS) as a Captain in the equipment in which he will serve as check airman; 2) one (1) year of active service with the Company; and 3) three hundred (300) hours of line flying.
 - b. If more than one-half of the Captains in a specific equipment type have less than one year of active service, the Company may utilize check airmen with less than one year of active service. In no case will a check airman have less than six (6) months of active service when this paragraph is operative.
 - c. Requests for exceptions to this paragraph will be considered on a case-by-case basis.

H. Home Study

If the Company elects to use home study, a pilot required to do such training will receive one hour of pay at his applicable hourly rate for each two hours of FAA approved training credit earned. The Company will provide the MEC Chairman with the FAA documentation of credit approval for each home study. If a test is to be conducted during ground school on materials which have been distributed as part of a home study, the materials will be made available at least thirty (30) days in advance of the ground school.

I. Pay

1. A pilot assigned to a short-term training event will be credited with 3.8 hours of pay for each calendar day of the training assignment. There will be no pay for touching trips that must be dropped due to a conflict with the training event. A pilot may indicate at the time he bids that he wants the Company to substitute other flying for the touching trips dropped (on the days dropped). A pilot who is required to perform a proficiency check that includes training or checking at an airport(s) listed in the Operation Specification C-067 (such as Aspen or Gunnison) which requires "special aircrew training," as described under Special Provisions and Limitations, will be credited with 4.2 hours of pay on the day he takes the proficiency check.
2. A pilot assigned to a long-term training event will be credited with 2.5 hours of pay for each calendar day of the training assignment, including scheduled days off.
3. When a pilot is assigned to additional training or testing as a result of a failure of a proficiency check or ground training examination, he will be paid 2.2 hours for each calendar day, including days off.
4. When special training is required of a pilot that can be accomplished (without a deadhead) before or after a regularly assigned trip, the pilot will be considered to be on duty for the time he participates in the training. The trip and duty rig in Section 3.C. will be calculated to include the extended duty period.

Pay examples for Recurrent Ground School:

A pilot will be paid the greater of the following:

Deadhead to ground school: Full value of deadhead, or
3 hour minimum day value

Ground School: 3.8 hours

Last day of ground school/
travel to domicile: 3.8 hours

NOTE: A duty day that includes the last day of ground school may be scheduled to exceed 14 hours for the purpose of accommodating a deadhead flight only.

If, however, a duty day includes the last day of ground school and deadhead, and the scheduled duty day

exceeds 14 hours, the pilot will be credited for the value of the deadhead in addition to the greater of three and eight-tenths (3.8) hours.

Pay examples for Recurrent Proficiency Check/Proficiency Training:

A pilot will be paid the greater of the following

Deadhead to Proficiency Check: Full value of deadhead, or 3 hour minimum day value

Proficiency Check/
Deadhead to/from domicile: 2:00 SIM + full value of deadhead, or 3.8 hour minimum training day, or 4.2 hours if paragraph I.1. above applies

Proficiency Check/
Deadhead / Line flying: 2:00 SIM + Full value of deadhead + Actual flying, or 3.8 hour minimum training day, or 4.2 hours if paragraph I.1. above applies

5. Pay When a Training Event/Proficiency Check/Recurrent Ground School Cancels

When a either a long- or short-term training event is cancelled by the Company, a pilot will be paid the greater of: 1) the value of his original schedule, or 2) his training schedule, or 3) the actual work he performs.

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SECTION 12
HOURS OF SERVICE

A. Trip Time Limitations

A pilot will not be required to begin a trip from his domicile that, if flown as scheduled, would cause him to exceed three hundred eighty (380) trip hours in a bid period (TAFB).

B. On-Duty Limitations

1. Scheduled on duty

- a. When an on-duty period starts between the hours of 0600L and 0759L, a pilot will not be scheduled to remain on duty for more than 12 hours plus one minute for each minute after 0600 that the pilot starts his duty period.
- b. When an on-duty period starts between the hours of 0800L and 1159L, a pilot will not be scheduled to remain on duty for more than fourteen (14) hours.
- c. When an on-duty period starts between the hours of 1200L and 1259L, a pilot will not be scheduled to remain on duty for more than 14 hours less one minute for each minute after 1200 that the pilot starts his duty period.
- d. When an on-duty period starts between the hours of 1300L and 1659L, a pilot will not be scheduled to remain on duty for more than thirteen (13) hours.
- e. When an on-duty period starts between the hours of 1700L and 1759L, a pilot will not be scheduled to remain on duty for more than 13 hours less one minute for each minute after 1700 that the pilot starts his duty period.
- f. When an on-duty period starts between the hours of 1800L and 0559L, a pilot will not be scheduled to remain on-duty for more than twelve (12) hours.

Examples: (1) A pilot reports for duty at 0615L. He may be scheduled to remain on duty for a maximum of 12 hours and 15 minutes.

- (2) A pilot reports for duty at 0700L. He may be scheduled to remain on duty for a maximum of thirteen (13) hours.
- (3) A pilot reports for duty at 1245L. He may be scheduled to remain on duty for a maximum of 13 hours and 15 minutes.
- (4) A pilot reports for duty at 1720L. He may be scheduled to remain on duty for a maximum of 12 hours and 40 minutes.

NOTE: A pilot may be scheduled for one (1) additional hour of duty for the sole purpose of deadheading to his domicile.

2. Actual On Duty

No pilot will remain on duty for longer than sixteen (16) hours.

3. Continuous Duty Overnights

A pilot who performs a CDO will not be scheduled to remain on duty for more than fourteen (14) hours, and will not be required to actually remain on duty for more than fifteen (15) hours.

C. Landing Limitations

1. A pilot will not be scheduled or rescheduled for more than eight (8) landings in a duty period. If, for operational reasons beyond the control of the Company, a pilot exceeds eight (8) landings, the following day's maximum landings (8) will be reduced by one (1) landing for each landing over the maximum daily limit incurred on the previous day.

Example: A pilot is scheduled for eight (8) landings. On that day, the pilot diverts twice before landing at the scheduled destination airport. The pilot will not be required to perform more than six (6) landings on the following day.

2. A pilot will not be scheduled or rescheduled to perform more than three (3) landings in Aspen in any duty period. In addition, a pilot who is scheduled to perform three (3) landings in Aspen in a single duty period will not be required to fly more than one additional leg in that duty period, and the total number of scheduled landings on a

day that includes three (3) Aspen landings will not exceed seven (7) landings. An exception may be made so that one leg includes a fuel stop.

Example: A pilot commences flying in Aspen, and performs three (3) round trips to Denver, and is then scheduled to fly to LAX. A fuel stop is made in GJT.

D. Rest Requirements

1. Domicile Rest

- a. A pilot will be scheduled for a minimum of twelve (12) hours of rest between duty periods in his domicile (excluding a reserve period in which the reserve pilot does not perform flight duty), unless he is scheduled for consecutive continuous duty overnights (CDOs).

Example: A pilot is scheduled to go off duty in domicile at 2200. He actually goes off duty at 2230. If he is scheduled to report the next morning at 1000, he is legal to do so.

- b. A pilot who performs consecutive CDOs will be scheduled for a minimum of ten (10) hours of rest between the CDOs.
- c. A pilot who is scheduled for a CDO that is either immediately followed or preceded by a non-CDO trip will be scheduled for a minimum of twelve (12) hours of rest between those duty periods.
- d. A reserve pilot may be pre-assigned to a subsequent flight assignment prior to being released from his present assignment, and may be required to report for that subsequent assignment with a nine (9) hour rest between the duty periods. This provision may be exercised no more than one time in any sequence of reserve days, and will not be exercised more than four (4) times per bid period.

Example: A pilot is scheduled to go off duty in domicile at 2200. He actually goes off duty at 2230. When the pilot contacts Crew Scheduling in accordance with Section 25.N.3.d. to determine whether he is being released or put on rest, he is advised of another flight assignment. The pilot can not be required to report sooner than 0730 (nine (9) hours after

the actual completion of the flight assignment).

- e. After completing a flight assignment, a reserve pilot who is on a twelve (12) hour rest period in domicile must make himself available to be contacted by Crew Scheduling two (2) hours prior to the termination of the rest period. The pilot shall not be required to report to the airport for another flight assignment sooner than twelve (12) hours from the scheduled termination time of his previous trip.

Example: A reserve pilot is scheduled to go off duty in domicile at 2200. He actually goes off duty at 2230. He is entitled to a twelve (12) hour rest period, but must be available to respond to the Company commencing at 0800. He could not be required to report sooner than 1000.

2. RON Rest

A pilot on a RON will not be scheduled for, nor will he actually receive, less than eight (8) hours of rest "at the hotel." *At the hotel* means the time between entry and exit of the RON hotel. This provision also applies to a pilot who is rescheduled to overnight in his domicile during a trip sequence. (See Section 5.H. for in-domicile layover rooms.)

3. Rest and Block Time

- a. A pilot who is scheduled to exceed seven (7) hours of block time in a duty period will be scheduled for at least nine (9) hours of rest at the hotel.
 - b. A pilot who actually exceeds eight (8) hours of block time in a duty period will receive at least ten (10) hours of rest at the hotel.
 - c. A pilot who actually exceeds eight and one-half (8.5) hours of block time in a duty period will receive at least eleven (11) hours of rest at the hotel.
- E. A pilot will not be scheduled or rescheduled in excess of any limitations as specified in this Agreement.

F. Guaranteed Days Off

1. A pilot who is available for flight duty for an entire bid period will be guaranteed twelve (12) days off at his domicile each bid period.
2. If a pilot is unavailable for flight duty for part of a bid period, his guaranteed days off will be prorated. For the purpose of this Section, "unavailable for duty" shall mean a pilot who is on any type of leave of absence, furlough, suspension (without pay), TOWOP, or vacation. See Appendix B.
3.
 - a. When a pilot is required to fly on one of his guaranteed days off, such day off will be rescheduled for the pilot within the ensuing thirty (30) day period.
 - b. Such day or days off will be rescheduled by mutual concurrence between the pilot and the Company. A pilot who wishes to request a compensatory day must fill out a Pilot Exception Pay Report and may either COMAT or fax the document to the Crew Resource Administrator. The pilot must list five (5) choices for a compensatory day(s) that fall within 30 days of the event. The pilot's choices must either occur at the beginning or end of a trip series, i.e. a pilot can not propose to drop the second day of a three day trip. The Company will select one of the five (5) choices proposed by the pilot within two (2) business days of receipt of the Exception Report.
4. When a pilot is required to fly on one of his guaranteed days off, he will be paid in accordance with Section 3.
5. It will not be considered work on a guaranteed day off where a pilot was not scheduled to be on duty but remained on duty because of unanticipated problems such as weather, mechanical, and air traffic and the pilot is released from duty no later than 0200 (local time).
6.
 - a. A pilot who is on the last day of a trip sequence (i.e. the next day is a scheduled day off) and who is scheduled or rescheduled to complete his trip no later than 0059 on the next calendar day will receive the minimum daily pay for that partial day, but shall not be scheduled for an additional day off.
 - b. A pilot who is on the last day of a trip sequence (i.e. the next day is a scheduled day off) and who is scheduled or rescheduled to complete his trip later than 0059 the next calendar day will receive the minimum daily pay for

the partial day, and shall receive an additional day off. The additional day off will be scheduled in accordance with paragraph G.3. above.

- G. 1. When the first flight of a pilot's duty period originates in his domicile and 1) is going to be delayed in excess of two (2) hours, and 2) the Dispatch Coordinator determines delaying check-in is appropriate, Crew Scheduling will contact the Captain and First Officer at the telephone numbers provided by the pilots. If the same circumstances exist and the pilot is on an RON, Crew Scheduling will contact the Captain at the hotel.
- 2. A pilot on a rest period or scheduled for a flight departing prior to 0600 will not be contacted between 2200 and two (2) hours prior to the scheduled or rescheduled report time.
- 3. A pilot on a rest period subsequent to flying a continuous duty overnight will not be contacted beyond one (1) hour after the report off and not sooner than two (2) hours prior to his next scheduled or rescheduled report time.

H. A pilot who is unable to report for duty, including a reserve pilot who is unavailable for reserve duty, will notify, as far in advance as possible, the Company representative designated for such purpose and will give the reason for his inability to report.

I. A pilot will not be required to keep the Company advised of his whereabouts on days off or while on vacation.

J. Report Time

1. Flight

A pilot will be scheduled to report for flight duty at least 45 minutes prior to the scheduled departure time. A pilot will be scheduled to report off duty fifteen (15) minutes after the block in time of the last leg of the duty period.

2. Deadhead

A pilot will be scheduled to report for a deadhead assignment thirty (30) minutes prior to the scheduled departure time.

K. Historical Average Times

The Company will use appropriate data to create the block times used to construct the pilot schedules. The block times will be supported by historical data.

SECTION 13
LEAVES OF ABSENCE

A. Medical Leave

1. A pilot certified by a physician as unable to perform his duties due to sickness, injury, or other medical condition(s), and who has exhausted sick leave compensation benefits shall be granted a medical leave of absence without pay, except that the pilot may claim any applicable benefits available under the disability plan(s) in effect.
2.
 - a. A pilot may remain on medical leave for no more than a total continuous period of five (5) years unless extended by the written mutual agreement of the head of the Flight Department and the Association MEC Chairman. Such pilot will retain and accrue longevity for the first ninety (90) days of the leave, and shall retain and accrue seniority for the duration of the leave.
 - b. A pilot on medical leave will retain but not accrue vacation or sick days. Unused accrued vacation will be paid out at the end of the year following accrual, or sooner, upon the request of the pilot (but not sooner than January 1 of the entitlement year).
3.
 - a. 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 on the bid award.
 - b. 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.
4. When a pilot becomes medically requalified, he will promptly notify the Chief Pilot of his intent to return in writing. The Company will return the pilot to active pay status within thirty (30) days of receipt of notification, provided the pilot does not require initial training in order to qualify for the phantom position. If initial training is necessary, the pilot will be returned to active pay status within ninety (90) days after receipt of notification. The

Company may elect to requalify a pilot in his previously held position, prior to scheduling him for initial training in his new position. However, the pilot will commence training for his phantom position award within ninety (90) days after the Company receives notice of the pilot's return. The Company will advise the pilot of his training schedule as soon as is practical.

5. A pilot who undergoes training after returning from a leave will be compensated at the pay rate associated with the position he previously held until he completes training.

B. 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 A. 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 may use maternity leave following the birth of the child for the period of time remaining as FMLA leave, or until her physician certifies her as fit to return to work, whichever is later.

C. Family Leave

1. The Company agrees to make the provisions of the Family and Medical Leave Act (FMLA) applicable to pilots who otherwise meet the eligibility requirements, and the Company shall deem that the pilot has satisfied the one thousand two hundred fifty (1,250) hour (one thousand (1,000) hours in Wisconsin) requirement provided that the pilot has remained in active service for two hundred nineteen (219) days in the past twelve (12) months (one hundred seventy-five (175) days in Wisconsin) preceding the start of the FMLA leave. ALPA leave, jury leave, and military leave shall be considered active service.
2. The Company will not require a pilot to use earned vacation leave while on FMLA leave.

D. Bereavement Leave

In the event of the death of a member of the pilot's immediate family, i.e., spouse, child, father, mother, sister, brother, father-in-law, mother-in-law, or grandparents, the pilot will be

entitled to funeral leave beginning with the day of the death to the day of the funeral inclusive, except if the funeral is in excess of 100 miles from the pilot's domicile, then the day after the funeral inclusive. The length of the bereavement leave will not exceed seven (7) calendar days. The pilot will be paid for the value of any trips and/or reserve days dropped. If the funeral occurs more than seven (7) days after the death, the pilot may request to split the bereavement leave. Such requests will be handled on a case by case basis.

E. Personal Leave

1. A pilot may be granted a personal leave or personal emergency leave of absence without pay at the discretion of the Company. When such leave is granted, the pilot shall retain and accrue seniority for the duration of the leave, and shall retain but not accrue longevity for longer than the first thirty (30) days of the leave.
2. A pilot's return from a personal leave must be coordinated with the Chief Pilot. The pilot will be returned to his former status, or, if such status is no longer available, he will be returned to any status his seniority can hold.

F. Jury Duty Leave

A pilot will be granted leave for jury duty provided that he presents the Company with a summons that includes the dates of scheduled jury service. The pilot will be paid for the value of any trips and/or reserve days dropped. The pilot will remit to the Company any compensation he receives for the jury duty. The pilot will notify the Company when he has completed his jury service, and he will be returned to his schedule as soon as is practical. If the jury service extends beyond the period for which the pilot has bid, he will be treated in accordance with paragraph I.2. below.

G. Military Leave

Military leave will be granted in accordance with applicable law.

H. Association Leave

1. National Office

If a pilot is elected to a National office of the Association, 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.

- a. During a pilot's term of office, he may pick up open time in order to maintain currency as a pilot. It will be the pilot's responsibility to maintain currency, and, if his currency lapses, the Company will not be obligated to undertake any training or retraining during the pilot's leave. However, the Company will administer recurrent training and checkrides to a pilot who maintains his currency.
- b. A pilot returning from Association leave will not be paid by the Company until he is qualified on the aircraft that he is awarded. Retraining costs will be borne by the Company. The pilot may exercise his seniority rights system-wide to obtain a position.
- c. 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 Leave – Meetings

The Association will provide the Managing Director-Flight Operations, or his designee, with notice of all scheduled MEC meetings (three per year), no later than August of the prior year so that the annual vacation grid can be modified to accommodate this Leave. The Company will release the MEC officers and the status representatives from flight duty on the designated dates.

3. MEC Leave – Individual

The MEC Chairman will be removed from flight duty for one (1) week of each bid period. The week dropped will be at the discretion of the Company, except that the Leave will be scheduled to coincide with ALPA Executive Board meetings in the pertinent months. The MEC Chairman will provide the Company with notice of the Executive Board meeting schedule in December of the prior year. The MEC Chairman will notify the Company if he does not wish to use any leave prior to publication of the bid schedules.

4. Flight Pay Loss

The Association will reimburse the Company for the value of the trip(s) missed (or value of the reserve day(s) missed)

for a pilot who is on Association Leave at the pilot's hourly rate of pay. Fringe benefits will be reimbursed to the Company at the rate of fifteen percent (15%).

I. General – Return From Leaves

1. When a pilot is unable to fly his monthly guarantee because of a personal emergency leave, the pilot may, upon return to work, request open flying and, in that case, his request shall be granted before such flying is otherwise awarded or assigned under Section 25.
2. When a pilot is returning from a leave and has not been awarded a schedule, the Company will either construct a line of time from available open time or a reserve schedule. If available open time is insufficient to construct a line for the remainder of the bid period for a non-reserve status pilot, that pilot's line may contain one or more reserve days. A non-reserve status pilot placed on reserve pursuant to this paragraph will not be required to report on less notice than is necessary for the pilot to travel from his home to the flight assignment, including time to prepare to travel.

J. Time Off Without Pay

1. The Company may offer TOWOP when such time is available.
 - a. The maximum TOWOP period shall be one (1) bid period, except that TOWOP may be offered and awarded in consecutive months, provided each period is separately offered for bid.
 - b. TOWOP shall be posted prior to the issuance of the monthly schedules. The posting shall state the number of TOWOP periods available, by status. The TOWOP bid shall not close sooner than five (5) days after posting.
 - c. (1) A TOWOP award will be made in accordance with seniority, by status, prior to or concurrently with the issuance of the monthly bid schedules for which the TOWOP has been offered, except that the most senior pilot who bids an entire TOWOP period will be awarded such TOWOP (before awarding partial TOWOP periods, even if those partial periods are bid by relatively more senior pilots).

- (2) A pilot scheduled for a training event during a TOWOP period that cannot be rescheduled outside the TOWOP period will have the choice of foregoing the TOWOP or attending the training event during the TOWOP period.
 - d. All pilots awarded TOWOP must be so designated on the bid packages issued with the monthly bid schedules and shall also appear on the final bid awards.
 - e. Any trip(s) that overlaps a TOWOP period will be handled in accordance with the non-primary vacation trip splitting rules.
- 2. A pilot granted TOWOP will retain and continue to accrue seniority, longevity, and all benefits during such time off.
 - 3. If the Company cancels the TOWOP of a pilot who has made a deposit in reliance on granted TOWOP, the Company will reimburse the deposit upon the pilot furnishing verified signed receipts, and the Company will be entitled to attempt recovery of the deposit or apply it to some other person or purpose.
- K. A pilot who is on a leave of absence (including sick leave) may be eligible for online pass privileges, provided he obtains the approval of the Chief Pilot or his designee.

SECTION 14
SICK LEAVE

A. Sick Leave Accrual and Bank

1. A pilot will accrue three and one-half (3.5) hours of sick leave per month. The maximum accrual shall be three hundred seventy-five (375) hours.
2. A pilot will retain but not accrue sick leave while on a non-pay status for periods of time longer than thirty (30) days, with the exception of Time Off Without Pay (TOWOP).
3. Sick leave that is accrued while a pilot is on sick leave may not be taken until the pilot has returned from that sick leave.

B. Pay

1. A pilot who does not report for or complete an assignment as a result of illness or injury will be credited with the scheduled block time of the trip or trips lost. The same number of hours shall be deducted from the pilot's sick leave account. A pilot absent for a full month because of illness or injury will be credited with seventy-five (75) hours of pay.
2. A pilot who has used sick leave will automatically receive pay for the scheduled block time of the trip or trips lost in accordance with paragraph B.1. above, unless otherwise specified by the pilot at the time of the sick call.

C. Return To Duty After Sick Call

1. A pilot who is able to return to work prior to the termination point of his originally scheduled trip shall coordinate his return to duty with Crew Scheduling.
 - a. If the pilot's originally scheduled trip has been assigned to a reserve, the returning pilot will be reassigned to the remaining portion of the trip upon its first return to domicile or hub city, provided he 1) notifies Crew Scheduling of his availability on the day prior to his return; 2) he is able to report at the required report time; and 3) the remaining portion of the trip exceeds three credit hours. Crew Scheduling and the pilot may mutually agree to waive the three (3) credit hour provision.
 - b. If the pilot's originally scheduled trip has been assigned to a junior available pilot pursuant to

Section 25.P.1., then the junior available pilot will have the option of remaining on the trip. If the junior available pilot wishes to be released, the trip will be assigned to the returning pilot upon the trip's first return to the domicile or hub, provided the returning pilot can report at the required report time.

- c. If the pilot's originally scheduled trip has been awarded to a pilot voluntarily picking up open time, the returning pilot will not be eligible to return to the trip.
 - d. A returning pilot who is unable to return to his originally scheduled trip in accordance with a., b., and c., above may request to pick up open time or accept a reserve assignment, if available.
2. If the pilot performs flight duty on any of the days of the trip that he had called in sick for, the value of that time will be credited back to the pilot's sick bank.

Example: 3-DAY TRIP

Day 1	6 hours credit time
Day 2	6 hours credit time
Day 3	6 hours credit time

The pilot is sick for Day 1. On Day 2 he is healthy. His trip returns to the domicile on Day 2 after two (2) hours credit has been flown by a reserve. The pilot picks up his trip and flies the rest of the schedule. He is paid eight (8) hours sick leave. (6 hours Day 1 + 2 hours 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 days, unless the pilot agrees to fly a different trip.

Example: Use same trip. The pilot is unable to get back into his trip on Day 2, but another trip is available that starts on Day 2, which is a three (3) day trip that terminates on Day 4, which was a previously scheduled day off. The pilot elects to fly this trip. The trip is worth four (4) credit hours on the first day, seven (7) credit hours on the second day, and five (5) credit hours on the third day. The pilot would have six (6) hours deducted from his sick bank on the first day he called in sick, two (2) hours deducted from his sick bank on the second day (when he returned), and no hours deducted on the third day of his originally scheduled trip. The determination of the amount of time to be

deducted from the sick bank is done on a daily comparison.

D. Verification Of Illness or Injury

A member of Flight management may require a pilot who is absent to furnish the Company with a physician's certificate describing the sickness or injury where there is a reasonable basis to question the pilot's use of sick time. The Company will pay for the expense of this examination, unless the pilot has already consulted with his own doctor, and the Company is willing to accept the pilot's doctor's certificate. The Company may specify the doctor when it pays for the examination.

E. Prevention of Sick Leave Abuse

The Association agrees to cooperate with the Company to prevent the abuse or misuse of sick leave.

F. Sick Leave and Vacation

1. If a pilot becomes ill or injured while on vacation and such illness or injury requires overnight hospitalization, the pilot may postpone any full weeks remaining in his vacation period if his period of incapacitation will extend into the remaining vacation week(s) and elect to receive sick leave/disability 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 disability at the time his vacation is due to be taken, and the period of incapacitation will extend into the pilot's vacation, the vacation will be rescheduled upon the 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.
3. The Company may make additional vacation available to the pilot, provided such vacation does not include the weeks of July 4, Thanksgiving, or Christmas.

G. FAA Suspension of Medical Certificate

A pilot whose medical certificate has been suspended pending a FAA evaluation and/or determination will be entitled to use sick leave for the period of the suspension.

H. Sick Leave Balance

The Company will advise the pilots of their accrued sick leave balance at least twice a year, in February and August. In addition, a pilot may contact the Flight Department during normal business hours to determine his accrued sick leave.

I. Pay-Out of Sick Leave

A pilot shall be compensated at his current hourly pay rate for one-half of the total hours accrued in his sick bank upon death or retirement. This payment shall be made as a lump sum.

SECTION 15
PHYSICAL STANDARDS, EXAMINATIONS, AND TESTING

A. Physical Standards

1. A Captain will be required to maintain a First Class medical certificate. A First Officer will be required to apply annually for a First Class medical certificate, which may revert to a Second Class medical certificate.
2. A pilot who loses or is unable to qualify for a First Class medical certificate but is able to maintain a Second Class medical certificate may fly as a First Officer provided such practice is permitted by the FAA.

B. Medical Exam Reimbursement

1. The Company will reimburse a pilot for the cost of First or Second Class medical exams by making a monthly payment that will reflect the prorated portion of the annual allotment. The allotment will be based upon whether the pilot is a Captain or First Officer and whether or not an EKG is required. These categories may be altered to maintain consistency with the FAA's requirements.
2. A review of the annual allotment will be conducted each October and will be effective on January 1 of the following year. The review will be conducted by the Company and the Association using the average of a representative national sampling.
3. The prorated monthly allotment will be reflected as a separate item on the pilot pay stub.

C. Company-Requested Examinations

1. A pilot will not be required to submit to a physical examination in excess of two (2) for Captains and one (1) for First Officers in any twelve (12) month period without the pilot's consent unless the Company has good cause to believe that a pilot is not medically able to safely perform the duties of an active line pilot. In that case, the Company may require the pilot to undergo a medical evaluation by a physician of the Company's choice. The costs of that examination shall be paid by the Company. A copy of the physician's report will be provided to the pilot.

2. If the pilot disagrees with the findings of the Company-designated physician, the pilot may employ a physician of his own choosing, at his own expense. If the findings of the pilot's physician are consistent with the findings of the Company-designated physician, no further medical review will be afforded.
3. If the findings of the pilot-designated physician disagree with the findings of the Company-designated physician, the two physicians will confer to determine if the disagreement can be resolved.
4. If the physicians are unable to resolve their differences, then, upon the request of the pilot or the Company, they shall mutually designate a third, disinterested physician, preferably a specialist, to conduct a third independent examination.
5. The findings of the disinterested physician shall determine whether the pilot returns to work or not.
6. The cost of the evaluation by the disinterested physician shall be paid by the Company if his findings agree with the pilot-designated physician. The cost shall be paid by the pilot if the findings of the disinterested physician agree with the Company-designated physician.
7. If it is determined by the disinterested physician that the pilot was medically able to safely perform the duties of an active line pilot, the pilot will be made whole for all pay and benefits losses for the period of time the disinterested physician determines that the pilot met such standard.
8. The medical records resulting from an examination or test conducted pursuant to this Section will be maintained by the Company's physician and shall be kept confidential.

D. Alcohol and Drug Testing

1. A pilot who undergoes a random alcohol and/or drug test will be considered to be on duty until the completion of the test(s).
2. A pilot will not be required to take a random alcohol and/or drug test on a day off.
3. If an alcohol and/or drug test causes a pilot to miss or lose a trip(s), the pilot will be made whole if the test result is negative or has been invalidated.

4. A pilot who is required to submit to a “reasonable suspicion” test will be permitted to contact an ALPA representative. However, such contact may not delay the test by more than twenty (20) minutes.

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SECTION 16
WORKERS' COMPENSATION BENEFITS

- A. A pilot who is eligible to collect Workers' Compensation will draw from his accrued sick leave to supplement the benefit received to bring him up to the equivalent of his monthly guarantee. This shall be accomplished by taking the pilot's monthly guarantee (final bid award in the first month) and multiplying it by his hourly rate less the total monthly workers' compensation benefit (TDD only). That sum will be divided by the pilot's hourly pay rate, and that number of hours shall be subtracted from the pilot's sick leave bank, and paid to the pilot.

Example: A pilot has a guarantee (or final bid award) of 75 hours. Pilot's pay rate is \$50.00 per hour. Monthly pay is \$3,750.00. The Workers' Compensation benefit is \$2,000.00 per month. Deduct the Workers' Compensation benefit from the monthly pay ($\$3,750.00 - \$2,000.00 = \$1,750.00$). Divide that sum by the pilot's hourly pay rate ($\$50.00$ into $\$1,750.00 = 35$ hours). The result of that equation, i.e. 35 hours, is the total that is deducted from the pilot's sick leave bank.

- B. A pilot who is eligible for Workers' Compensation benefits will retain and accrue longevity and seniority for the duration of his medical leave.
- C. A pilot who is eligible for Workers' Compensation benefits will continue to accrue sick leave during his medical leave, but such sick leave may only be taken after the pilot returns to work.

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SECTION 17
MISSING, INTERNMENT, PRISONER
OR HOSTAGE OF WAR BENEFITS

- A. A pilot, while in the employ of the Company, who becomes illegally interned, taken hostage or hijacked while on duty, at a layover facility, or en route to or from the layover facility shall be paid on a monthly basis the average of the previous three (3) months' total paychecks. Where such pilot would be entitled to longevity raises, the pilot shall be paid in accordance with those raises. No payroll deductions will be made during this time for uniforms. Other deductions previously authorized by the pilot will continue in effect.
- B. The monthly compensation allowable under this Agreement to a pilot shall be credited to such pilot on the books of the Company and shall be disbursed by the Company in accordance with written directions from the pilot. The Company shall require each pilot hereafter employed to execute and deliver to the Company a written direction in the form hereinafter set forth.
- C. Any payments due to a pilot under this Section which are not covered by a written direction as above required shall be placed into an interest-bearing account in the pilot's name at a financial institution of the Company's choice and, in the event of the pilot's death, shall be paid to the legal representative of the pilot's estate.
- D. A pilot shall maintain and continue to accrue seniority and longevity during periods in which this Section is applicable.
- E. Such benefits shall cease as of the earliest of: (i) twenty-four (24) months after the pilot is released from captivity, (ii) the date on which the pilot is able to return to full-time work with equivalent compensation, or (iii) the date on which the pilot is known to be no longer alive. 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 continued for a period of twenty-four (24) months after such pilot was last known to the Company to have been interned, held prisoner of war, hijacked or held hostage. If after such twenty-four (24) month period it still has not been established whether such pilot is alive or dead, further payments and benefit continuation will be at the Company's discretion.
- F. The Company shall be entitled to deduct from the payments it makes pursuant to the paragraphs above any government

benefits and/or any compensation received by the pilot for work performed during the twenty-four (24) month period.

WRITTEN DIRECTION

TO: AIR WISCONSIN AIRLINES CORPORATION

You are hereby directed to pay all monthly compensation allowable to me and any other benefits stipulated in the Agreement, under conditions which cause direct payment to be impossible, under sections of the Agreement between Air Wisconsin Airlines Corporation and its pilots as represented by the Air Line Pilots Association, then in effect as follows:

\$ _____ or _____ % per month to _____
(Name and Address) _____,
as long as living, and thereafter to _____
(Name and Address) _____.

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

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

Pilot's Signature

WITNESS:

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SECTION 18

UNIFORMS

A. Uniform Changes

1. The Company will consider the Association's recommendations before making any change in the style, color, or materials of pilot uniforms. Before any change in uniforms is made, sufficient notice will be given to allow for reasonable wear of existing uniforms.
2. If the Company changes the uniform, all costs associated with the change will be borne by the Company.

B. New Hires

1. A new hire pilot is responsible for the purchase of his initial uniform. The uniform will include the following minimum components:

Coat jacket
Trousers
Shirts
Overcoat
Tie
Hat
Epaulets

2. The payroll deduction for a new hire's uniform will not exceed twenty-five dollars (\$25.00) per paycheck, unless he so requests.
3. The cap insignia and the breast pocket wings will be furnished by the Company and will become the property of the pilot at the end of the probationary period.

C. Uniform Bank

1. On January 1st of the year following the completion of probation, a pilot will be credited with twenty dollars (\$20.00) (to be increased in accordance with paragraph D. below) for each month of service up to that date to use toward the purchase of uniform pieces.

Example: A pilot hired on or before the 15th of March 2002 will be credited with 22 months times \$20.00 on January 1, 2004 and a pilot hired on or after March 16 will be credited with 21 months times \$20.00 on January 1, 2004.

2. After a pilot has been employed beyond January 1 of the year following the completion of probation, he will be credited with two hundred forty dollars (\$240.00) on January 1, 2002. On January 1, 2003, the amount will be raised to two hundred fifty dollars (\$250.00). On January 1, 2004, the amount will be raised to two hundred sixty dollars (\$260.00).
 3. A pilot will submit an expense statement along with an original receipt to the Flight Department to be reimbursed from his bank.
 4. The maximum accrual in a pilot's uniform bank shall not exceed two (2) years' full accrual.
- D. Any uniform pieces damaged at work will be evaluated by the Chief Pilot and, if warranted, be replaced or repaired at the Company's cost.
- E. Headsets
1. During the ground school portion of initial training, a new hire pilot may request up to two hundred dollars (\$200.00) for the reimbursement of a headset. A receipt must be provided. The two hundred dollar (\$200.00) disbursement will be payroll deducted at twenty-five dollars (\$25.00) per pay period.
 2. A pilot will accrue, from his date of hire, fifty dollars (\$50.00) per year toward the purchase of a replacement headset. Upon reaching an accumulated total of three hundred dollars (\$300.00), the pilot may purchase a replacement and provide a receipt to the Company. The pilot will be reimbursed for the amount reflected on the receipt, not to exceed three hundred dollars (\$300.00).

SECTION 19
INVESTIGATION AND DISCIPLINE

A. Discipline Involving Termination or Loss of Pay or Benefits

1. Notice of Investigatory Hearing

- a. A pilot shall not be terminated or suspended, or given discipline which sets forth as punishment a loss of pay or benefits, without first being afforded the opportunity to have an investigatory hearing before the Managing Director of Flight Operations or his designee. The Company shall provide the pilot and the MEC Grievance Chairman with notice of the investigatory hearing and such hearing will not occur prior to seventy-two (72) hours after the pilot and Association receipt of the notice, unless the parties agree to meet sooner. When providing notice of the hearing to the pilot and the Grievance Chairman, the Company shall advise the pilot and the Grievance Chairman of the specific allegations that could give rise to disciplinary action.
- b. The hearing may be held on less than 72 hours notice in cases involving safety-related issues and /or a verified positive drug or confirmed positive alcohol test, but with sufficient notice to the Association and the pilot so that representation can be afforded.

2. Investigatory Hearing

- a. The purpose of the investigatory hearing is to provide the pilot with the opportunity to present relevant facts and mitigating circumstances. The Managing Director of Flight Operations, or his designee, shall issue a written decision to the pilot, the Association Contract Administrator, and the MEC Grievance Chairman within ten (10) days after the conclusion of the hearing. In the event the Company finds just cause to discipline the pilot, the decision shall state the specific grounds for such discipline. Any discipline meted out after this hearing shall take effect on the date of the Company's written decision or on the effective date stated therein, whichever is later.
- b. Written notification of discipline or discharge shall be delivered in person or by certified mail, return receipt requested.

3. The Company may hold a pilot out of service, with pay, until the Company's written decision is issued. The Company may hold a pilot out of service, without pay, if the pilot has a verified positive drug test or a confirmed positive alcohol test until the Company's written decision is issued.

B. Appeal of Disciplinary Action

1. A pilot who receives discipline (termination, suspension, loss of pay or benefits, or letter of warning, counsel, or discipline) may grieve the action to the Vice President of Operations, or his designee. Such grievance must be in writing and shall be delivered or mailed no later than seven days following the Association Contract Administrator's receipt of the Company's written notice of discipline.
2. If a grievance is filed, the Vice President of Operations, or his designee, shall hold a hearing within seven (7) days following receipt of the grievance and shall issue a written decision within seven (7) days following the close of the hearing. A pilot will be given at least 48 hours notice of the time of the hearing. Copies of the written decision shall be issued to the pilot, the MEC Grievance Chairman, and the Association Contract Administrator.
3. The decision of the Vice President of Operations, or his designee may be appealed to the System Board of Adjustment. Such appeal shall be in writing and in the form of a submission to the Board as provided in Section 21.H. The appeal should be mailed no later than thirty (30) days following the Association Contract Administrator's receipt of the written decision of the Vice President of Operations, or his designee.

C. At any meeting or hearing conducted under this Section, a pilot who is or may be disciplined may be represented by a representative of his choice, provided that the pilot's selection of a specific representative does not cause an unreasonable delay in the proceeding.

D. All time limits within this Section may be extended, in writing, by mutual agreement.

E. 1. Witnesses and representatives who are employees of the Company shall receive free on-line transportation from the point of duty to the point of hearing and return.

2. Witnesses and representatives shall be released from duty, when necessary, in order to attend meetings or hearings under this Section. The number of witnesses summoned at any one time shall not unreasonably interfere with the operation of the Company.
- F. A probationary pilot is not entitled to file a grievance under this Section, provided, however, a probationary Captain will be permitted access to this grievance procedure and System Board of Adjustment when the charges upon which discipline or discharge are based relate to a decision involving safety of flight.
- G. Initial written notification of discipline or discharge shall be delivered in person or by certified mail, return receipt requested.
- H. The Company will not base disciplinary action, nor introduce into evidence any event or incident that is more than twenty-four (24) months old. This paragraph does not apply to training records. The use and introduction of past training records will be handled in accordance with Section 26.E.2.
- I. All notification in writing shall be by Certified Mail, Return Receipt Requested, or by telefax, except the Company's written decision issued pursuant to paragraph A.2. above.

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SECTION 20
GRIEVANCES RELATED TO MATTERS OTHER THAN DISCIPLINE

- A. A grievance is a dispute between the parties arising under the terms of this Agreement. Any pilot or group of pilots may file a grievance, which must be filed in writing and contain a concise statement of the facts which allegedly constitute the grievance. Failure to file in writing within the limits specified will constitute a waiver of the grievance.
- B.
1. Prior to filing a grievance related to matters other than discipline, the pilot shall discuss the matter with the Managing Director of Flight Operations, or his designee, in an effort to resolve the dispute; provided, however, that failure to have such discussion shall not affect the validity of the grievance.
 2. Any pilot, or group of pilots, will first file a grievance with the Managing Director of Flight Operations within sixty (60) days of the date when such pilot or group of pilots became aware or should have become aware of an alleged violation of the Agreement.
 3. The Managing Director of Flight Operations, or his designee, will have thirty (30) days after receipt of the grievance in which to hold a hearing, and render a decision. The decision will be postmarked no later than the thirtieth (30th) day following receipt of the grievance.
 4. If such decision is unacceptable, it may be appealed to the System Board of Adjustment by the Association as provided in Section 21, provided such appeal is made within thirty (30) days from the date of receipt by the Association of the Company's decision.
- C. General
1. Time limits may be extended by mutual written agreement, prior to the expiration of the time limit.
 2. All notification in writing shall be by Certified Mail, Return Receipt Requested, or by telefax.
 3. Either party has the right to call witnesses at any hearing.
 4. A pilot shall have the right to be represented at any hearing by such persons as he may choose and designate.

5. Witnesses and representatives who are employees of the Company shall receive free, on-line transportation.

SECTION 21
SYSTEM BOARD OF ADJUSTMENT

- A. In compliance with Section 204, Title II of the Railway Labor Act, as amended, there is hereby established a System Board of Adjustment for the purpose of adjusting and deciding disputes which may arise under the terms of this Agreement and which are properly submitted to it. Such Board will be known as the Air Wisconsin Pilots' System Board of Adjustment.
- B. The Board will consist of three (3) members, one (1) appointed by the Company, one (1) appointed by the Association, and a neutral designated in accordance with paragraph E.2 below. The Company and Association members will serve until their successors are designated.
- C. The Board shall have jurisdiction over disputes that arise out of grievances or out of interpretation or application of any of the terms of this Agreement. The jurisdiction of the Board shall not extend to proposed changes in hours of employment, rates of compensation or working conditions covered by existing agreements between the parties, unless the parties so agree, in writing.
- D. A Grievance Review Board shall convene and consider any dispute that has been appealed to the System Board. The Grievance Review Board will convene during the months of January, April, July, and October, provided at such time there are cases filed with the Board for consideration. Cases may be heard at a time other than those designated above by agreement of the parties. A deadlock will occur if the members of the Grievance Review Board have not reached a settlement within fourteen (14) days after the conclusion of the meeting. The Grievance Review Board will generally consider grievances prior to System Board review, however, the Grievance Review Board is not prerequisite to holding a System Board of Adjustment hearing, and either party may move to bypass the Grievance Review Board.
- E. 1. The System Board of Adjustment shall consider any dispute properly submitted to it by the Association or the Company that has not previously been settled.
2. Upon filing of a submission with the Board, the Company and the Association will, within fifteen (15) days, select one arbitrator for each case to sit as the Chairperson. If selection cannot be made by agreement, then the parties will alternately strike names from the list agreed upon by

the parties until one remains and that individual shall serve as chair.

3. In the month of December of each year, either party may remove a neutral(s) from the panel established in paragraph E.2. above. The parties will agree to replace the removed neutral(s) by the end of the calendar month.
 4. If either member of the Board wishes to expedite either a discharge case or a matter involving the award of positions, or any other matter by mutual agreement, then the parties shall select a neutral from the panel within ten (10) days of the date of submission. The hearing date will be set within sixty (60) days of the selection of the neutral. If the neutral's schedule cannot accommodate the sixty (60) day time limit, another neutral shall be selected within two (2) business days, and the hearing shall be set within sixty (60) days of his selection. If neither neutral is available within sixty (60) days, the parties shall utilize the neutral with the earliest available date(s).
- F. The neutral member of the Board will preside at the hearings of the Board and will be designated as Chairman. The responsibility of the Chairman is to set a mutually agreeable date for hearing and to guide the parties in the presentation of testimony, exhibits and argument at hearings. A majority of the Board will have the right to call witnesses so as to ensure that a fair and orderly hearing is afforded. The Board will meet in the city where the general offices of the Company are maintained unless the Board agrees upon a different place.
- G. A majority vote of the members of the Board shall be competent to reach a decision. Decisions of the Board shall be final and binding.
- H. All disputes properly submitted to the Board must be in writing with copies to the parties. The submission to the Board must include:
1. Question or questions at issue;
 2. Statement of facts;
 3. Position of pilot or pilots; and
 4. Position of Company.

I. General

1. The expenses and reasonable compensation of the neutral member will be borne equally by the parties. Each of the parties will assume the compensation, travel and other expenses of the Board member selected by it and witnesses called by it. Board members and witnesses who are employees of the Company will be granted free on-line transportation to the hearing location. In addition, a grievant that has been terminated will be provided with free, space available, on-line transportation to the arbitration location.
2. Each Board member will be free to discharge his duty in an independent manner, and each and every witness shall be free to testify, without fear that his relations with the Company or Association may be affected in any manner by any action taken by him in good faith in his capacity as a Board member or as a witness.
3. Evidence may be presented either orally, in writing, or both.
4. The pilot and the Company shall have the right to be represented at the System Board hearing by such persons as they may choose and designate.
5. The System Board shall maintain a complete record of all matters submitted to it for consideration.
6. When it is mutually agreed that a stenographic report is to be taken of any hearing, the cost will be borne equally by both parties to the dispute. In the event that it is not mutually agreed that a stenographic report of the proceedings will be taken, any transcript made by either of parties shall be furnished to the other party upon request, provided that the cost of such written record shall be borne equally by both parties to the dispute.

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SECTION 22

SENIORITY

- A. Seniority will begin to accrue from the date a pilot reports to Company training incident to employment.
- B. Seniority will be lost when a pilot resigns or retires, is discharged for just cause and not reinstated, fails to report for duty upon expiration of leave of absence, or remains in continuous furlough status for a period in excess of the limitation set out in Section 23.
- C. Seniority will govern all pilots in the case of promotion and demotion, their retention or furlough in case of reduction in force, recall to duty, their choice of vacancies, and their choice of schedules.
- D. Seniority List
 - 1. Except as may be provided by the arbitration award integrating the MVA and ARW pilot seniority lists, the Pilots' System Seniority List will contain all pilots' names in order by date of hire. Any pilot having established a seniority date hereunder shall not lose that date except as provided in this Agreement.
 - 2. When a junior pilot is promoted over a senior pilot by reason of the failure of the latter to qualify in his turn, the senior pilot will continue to retain his position on the Pilots' System Seniority List.
 - 3. The Company will post on its bulletin board at each domicile a current Pilots' System Seniority List. The list will be brought up-to-date and posted as of January 1, April 1, July 1, and October 1 of each year.
 - 4. When two (2) or more pilots are hired on the same date, they will be listed on the Pilots' System Seniority List according to their age, i.e., the oldest pilot shall be given the lowest seniority number.
 - 5. A pilot will be permitted thirty (30) days after any posting of the Pilots' System Seniority List to protest to the Company an omission or incorrect posting affecting his seniority. A pilot on leave or away from his domicile at the time of posting of the list will have thirty (30) days from the date of his return to his domicile to file such protest. A pilot making no protest within the time specified is bound by the list and has no further recourse except that clerical errors may be corrected at any time.

- E. A pilot shall be on probation for a period of twelve (12) months of accumulated service as a pilot, management pilot, or non-flying position in the Flight Department from the date the pilot reports to Company training incident to employment. For example, a pilot hired on February 10, 2000 would, assuming he remained in continuous active service, complete his probationary period as of 0001 on February 11, 2001. A pilot whose probationary year is interrupted due to furlough, leave of absence, etc. would continue his probationary period until he has accumulated three hundred sixty-five (365) days of active service.

SECTION 23
FURLOUGH AND RECALL

- A. A pilot will be furloughed in the reverse order of seniority.
- B.
 - 1.
 - a. In the event of a furlough, the Company will provide the affected pilots with a minimum of thirty (30) days notice, or thirty (30) days pay, or a combination of notice and pay such that the total equals thirty (30) days pay/notice.
 - b. A pilot's pay, if applicable, will be based upon his awarded bid schedule or monthly guarantee, whichever is greater. If a pilot is due pay for a period of time for which he has bid and is also due pay for an unbid period of time, the pilot would be paid the greater of his schedule or monthly guarantee for the period he has bid, and paid based upon his guarantee for the unbid period.
 - 2. If the furlough is caused by an event beyond the control of the Company (as provided in this subsection) such as an act of God, emergency AD, ATC shutdown, or wildcat strike, the Company will not be required to give thirty (30) days notice or pay in lieu thereof as set out in paragraph B.1. above.
 - 3. If a pilot is recalled and reports to work within a period of less than a month, the pilot will be made whole for benefits lost and shall receive his monthly guarantee or what he actually credits, whichever is greater. Such pilots will resume flying in their previously held positions without affecting existing freezes.

C. Rescission of Furlough Notice

The Company may rescind a furlough notice at any time prior to the furlough date.

D. Voluntary Furlough

- 1. The Company will offer voluntary furloughs prior to involuntary furloughs in all cases except those described in B.2. above. In the event of a furlough caused by an event beyond the control of the Company, the offering of voluntary furloughs is discretionary.

2. The Company may restrict the number of voluntary furloughs offered by position, and only pilots holding those designated positions are eligible to bid.
3. Voluntary furloughs will be posted in accordance with Section 24.C.
4. Voluntary furloughs shall be awarded in seniority order to those who have so bid in accordance with paragraph D.2. above.
5. A pilot awarded a voluntary furlough will be treated in accordance with all furlough and recall provisions consistent with those pilots placed on involuntary furlough.

E. Seniority

A furloughed pilot will retain and continue to accrue seniority.

F. Duration

A pilot may remain on continuous furlough status for seven (7) years before losing his right to recall. However, a pilot who has accrued ten (10) or more years of active service may remain on continuous furlough status for ten (10) years before losing his right to recall. For example, a pilot who was hired 10/01/96 will be entitled to remain on furlough status for ten (10) years on and after 10/02/06, assuming he remained in active service for that entire time period.

G. Vacation Pay

A pilot who is furloughed may, at his option, elect to be paid for all vacation earned and accrued as of the date of the furlough, at the time he is furloughed. A pilot who does not elect to be paid for his vacation at the time of furlough will be paid for all such vacation in January of the year that immediately follows the year in which the vacation was awarded.

Example: A pilot is furloughed in May 1999. He has one week of unused, earned vacation that is scheduled for September 1999 and has accrued two weeks to be taken in 2000. If the pilot does not elect to be paid for the vacation at the time of the furlough, he would be paid for all of that vacation in January 2000, unless he is recalled prior to that time.

H. Vacation Periods

A pilot who is furloughed and recalled prior to an awarded vacation period shall be entitled to take such vacation (without pay if he has cashed out his vacation pursuant to paragraph G. above), subject to cancellation by the pilot or the Company.

I. Leaves

A pilot on a leave of absence who is furloughed by virtue of his relative position on the seniority list shall have his leave status converted to furlough status at that time. A pilot recalled from furlough who qualifies for leave status shall have his furlough status converted to leave status at that time. For example, a pilot who has been on medical leave for one (1) year, and who is furloughed, shall be placed on furlough status. If, upon recall, the pilot qualifies for a medical leave, he shall be placed on medical leave, and he shall be eligible for the entire duration of the medical leave period.

J. Recall

1. A pilot will be recalled in seniority order consistent with his permanent bid.
2. In order to be eligible for recall, a pilot must file his current mailing address and phone number with the Managing Director of Flight Operations and he must also submit a bid preference card which includes "furlough" as one of the position choices.
3. It is the pilot's responsibility to update the Managing Director of Flight Operations promptly with any change(s) to his address and/or phone number.
4. The bid form submitted by the pilot at the time of the furlough may be changed at any time by sending a new bid form to the Managing Director of Flight Operations by certified mail, return receipt requested or confirmed telefax. Upon receipt of the new bid form from the pilot, the Company will photocopy the pilot's bid form and return such copy to him acknowledging date of receipt. If the pilot does not receive such acknowledgment, he should promptly resubmit the bid form. The choices listed on a pilot's most recently filed bid form, i.e. the bid form filed prior to the closing date of the pilot's recall vacancy award, shall be binding on the pilot.
5. The bid form shall list all of the positions that exist on the Air Wisconsin system, including furlough. A pilot who

wishes to remain on furlough for as long as possible would bid "furlough" as his first choice and the other positions in descending order of preference. A pilot who wishes to return to active service as soon as possible would bid furlough as his last choice, after all the other positions in the system. A pilot who wishes to be recalled to Appleton, and who would only return to Denver if it meant losing his recall rights altogether, would bid all positions in Appleton, then furlough, and then all positions in Denver. A pilot whose bid form includes only positions that he cannot hold at time of recall would lose his right to return to the Company.

6. A recall notice will be issued to a pilot who has been awarded a position other than "furlough" pursuant to a vacancy bid and award in accordance with Section 24.
7. The recall notice shall advise the pilot of the position to which he is being recalled, along with the time, date, and place to report. The report date will be no sooner than twenty-five (25) days from the date of mailing of the recall notice. The recall notice shall also specify a mailing address, fax number, and person and phone number for the pilot to contact regarding the recall notice.
8. A furloughed pilot will be notified of recall in writing by overnight express delivery, where available. If overnight express delivery is not available to the pilot's filed address, the Company shall use the most expeditious mail service available to that geographic location. In all cases, a signature will be required to effectuate service. However, a pilot's failure to sign for the recall notice shall be construed as the pilot's refusal to accept recall.
9. A pilot has ten (10) days from the date of the recall mailing to notify the Company of his intent to return to work. Failure to do so will terminate his right to recall. Pilot notification to the Company must be received via mail, telefax, or phone.

K. Freezes

Except as provided in B.3. above, a furloughed pilot will be treated in the same manner as a displaced pilot with respect to training freezes. For example, a pilot who has been a CL-65 First Officer for six (6) months who is furloughed would no longer be subject to his CL-65 First Officer freeze, nor would he be subject to a freeze for any training he receives upon return from furlough.

L. Medical Certificate Reimbursement

The Company will reimburse a recalled pilot for the cost of renewing his medical certificate provided:

1. The examination occurs not longer than ninety (90) days prior to the pilot's scheduled return to service.
2. A receipt for the examination is provided within thirty (30) days of the pilot's return to service.
3. The fee paid by the Company shall be in accordance with Section 15.

M. Previous Benefits

Upon return from furlough, a pilot will be granted the benefits accrued (but not paid out) during his previous active service.

N. Certificates

A pilot will be required to present a valid medical and airman's certificate upon reporting for active service as a pilot.

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SECTION 24
FILLING OF VACANCIES

- A. Each pilot on the Air Wisconsin Pilot System Seniority list will always be awarded a status and position (which may include furlough).
- B. Permanent Bids
1. Permanent bid forms will be made available at each domicile.
 2. A pilot must submit a permanent bid form to the Chief Pilot indicating his preferences for all current positions (equipment, seat, and domicile) and status (reserve or lineholder). A permanent bid form may be submitted in person, by fax, U.S. mail and other methods acceptable to the Company. Upon receipt, the Chief Pilot will send confirmation to the pilot.
 3. A permanent bid file will be maintained in the Flight Department and will be available for inspection by the pilot during normal business hours. A pilot may change his permanent bid at any time.
 4. When the Company adds or deletes choices to the permanent bid form, the Company will provide at least seven (7) days notice of such changes prior to a Vacancy/ Realignment Notice that includes those positions.
 5. In the event of a displacement, a pilot whose bid form does not reflect all of the position and status choices available will be awarded the same position in a different status, if available, or the same category (seat and equipment) in a different domicile (highest status). If that category is available at more than one domicile, the pilot will be awarded the geographically closest domicile to his current domicile. If the pilot cannot hold his current category, he will be awarded the highest paying position on the system at the geographically closest domicile. For the purpose of this paragraph, lineholder is deemed to be a higher status than reserve.

Example: A pilot is a Denver 146 lineholder Captain. A displacement occurs, and the pilot has not filled out a permanent bid form. The first inquiry would be whether the pilot could hold Denver 146 Captain reserve.

- If he could not, the next inquiry would be whether the pilot could hold 146 lineholder Captain anywhere else in the system.
- If the answer were yes, he would be awarded that position and status in the domicile geographically closest to his current domicile.
- If not, the next inquiry would be whether he could hold 146 reserve Captain anywhere else in the system.
- If the answer were yes, he would be awarded that position and status in the domicile geographically closest to his current domicile.
- If not, the next inquiry would be whether he could hold the next highest paying category anywhere in the system.
- If the answer were yes, the pilot would be awarded lineholder before reserve, unless he could hold reserve, but not lineholder, at his current domicile. In that case, he would be awarded the reserve position at his current domicile.
- If he could not hold either status at his current domicile, then it would be determined whether he could hold lineholder in that category anywhere on the system.
- If the answer were yes, he would be awarded that position and status at the geographically closest domicile.
- If the answer is no, then it would be determined whether he could hold reserve in that category anywhere on the system. If the answer were yes, he would be awarded that position and status at the geographically closest domicile.

C. Vacancy and Realignment Notices

A Vacancy or Realignment Notice will be posted in a PIF (or through a pilot notification system acceptable to ALPA and the Company).

1. A Vacancy Notice will be posted anytime the Company elects to fill a vacancy. The Vacancy Notice may (but is not required to) include more than one projected staffing date for the same category. The Vacancy Notice will specify the anticipated vacancies by position and status, staffing level,

results from the last award less attrition/LOAs, maximum backfill (when applicable), and projected staffing date. The Vacancy Notice will also state a closing time and date, which will not be less than seven (7) calendar days following posting.

2. A Realignment Notice will be posted any time the Company elects to displace pilots. A Realignment Notice may also include vacancies. In addition, a Realignment Notice may (but is not required to) include more than one projected staffing date for the same category. The Realignment Notice will specify the displacements and vacancies, if any, by position and status, staffing level, results from the last award less attrition/LOAs, maximum backfill (when applicable), and the projected staffing date. The Realignment Notice will also state a closing time and date, which will not be less than fourteen (14) days following the posting.
3. If a Vacancy or Realignment Notice encompasses a new hire class, it will be posted no more than fourteen (14) days prior to the class. The new hire class will be allowed no less than three (3) days to bid on the unfilled vacancies.

D. Vacancy or Realignment Awards

1. Posting

Vacancy and Realignment awards will be posted in a PIF (or other means acceptable to the Company and ALPA) within seven (7) days after the close of the bids.

2. Award of Vacancies

A vacancy shall be awarded to the senior pilot who meets the applicable FAA requirements and who has stated a preference for that position and status on his Permanent Bid. If no pilot bids on a vacancy, the Company may assign the junior pilot on the Pilot System Seniority List who meets the applicable FAA requirements to fill such vacancy.

3. Award of Displacements

A displacement shall be awarded to the senior pilot who meets the applicable FAA requirements and who has stated a preference for the displacement, provided he is not subject to a freeze. If no pilot bids the displacement, the Company will assign the displacement to the most junior pilot who meets the applicable FAA requirements in the status that is being reduced. A senior pilot bidding a

displacement has the same rights as a junior pilot assigned a displacement.

4. Displacement Bumping Rights

A pilot who is displaced as a result of a Realignment Notice from his present position and/or status may displace a junior pilot in any position and status. The position and status to which a pilot displaces shall be determined by his seniority and the order of preferences for position and status stated in the pilot's permanent bid at the closing time of the Realignment Notice. Secondary and subsequent displacements resulting from primary displacements shall be determined in the same manner.

5. New Hire Award Eligibility

Once a new hire receives his initial award to a piece of equipment, he is not eligible to be awarded a different equipment type until the completion of his freeze period (unless he is displaced or released from his freeze in accordance with paragraphs K.4., K.5., or K.6. below), even though his freeze is measured from the date he completes IOE. A new hire is eligible to be awarded another domicile, provided he stays in the same seat and equipment, in accordance with his bid form.

6. Seniority Preference – Multiple Proposed Staffing Dates

a. Vacancy Notice

A pilot awarded a vacancy pursuant to a Vacancy or Realignment Notice that contains more than one projected staffing date for the same category will be awarded a proposed effective date in accordance with seniority (senior pilots are given the earliest proposed effective dates). A pilot awarded an earlier proposed effective date may use his seniority to obtain a later proposed effective date. A pilot awarded a later proposed effective date will be given an earlier proposed effective date on a one-for-one basis (will move up automatically by seniority). A pilot with an earlier proposed effective date who wishes to exercise the option of delaying his proposed effective date must contact the Chief Pilot by telephone or fax no later than five (5) business days after the award is published.

b. Realignment Notice

A pilot awarded a displacement pursuant to a Realignment Notice that contains more than one projected staffing date for the same category will be awarded a proposed effective date in inverse order of seniority (senior pilots are given the later proposed effective dates). A pilot awarded a later proposed effective date may use his seniority to obtain an earlier proposed effective date. A pilot awarded an earlier proposed effective date will be given a later proposed effective date on a one-for-one basis (will move back automatically in inverse seniority). A pilot with a later proposed effective date who wishes to exercise the option of moving up his proposed effective date must contact the Chief Pilot by telephone or fax no later than five (5) business days after the award is published.

7. Effect of Subsequent Award Prior to Filling Current Awarded Position

A pilot who is awarded a new position and who is then awarded a position listed higher on his bid form on a subsequent bid award will be entitled to attend training for the earlier award if it does not overlap with the training associated with the subsequent award. The Company may elect to prevent the pilot from attending training for the earlier award, provided it compensates the pilot at the rate associated with that position commencing on the date a pilot junior to him (with the same proposed effective date) starts IOE for that position or on the proposed effective date (as it appears on the Award), whichever comes first.

8. Vacancy or Realignment Notice with Multiple Proposed Effective Dates

a. Postponement

In the event the Company postpones some or all of the proposed effective dates that appear on a Vacancy or Realignment Award that contains more than one proposed effective date for the same category, the Company will commence paying a pilot affected by the postponement at the pay rate associated with the position the pilot was awarded on the thirtieth (30th) day following the originally proposed effective date.

b. Cancellation

In the event the Company cancels any (but fewer than all of the positions awarded) on a Vacancy or Realignment Award that contains more than one proposed effective date for the same category, the Company will commence paying a pilot affected by the cancellation at the pay rate associated with the position the pilot was awarded (provided such pay rate is higher than the pilot's current pay rate) on the originally published proposed effective date of the new position. This pay shall continue until the pilot commences being paid for another position.

Example: The Company awards BAe-146, CL-65, and DO-328 positions on a Vacancy Award. The CL-65 positions are awarded with three different proposed effective dates. The Company cancels the BAe-146 awards. Any pilot that was awarded a BAe-146 position will be handled in accordance with this paragraph.

Example: The Company awards BAe-146, CL-65, and DO-328 positions on a Vacancy Award. The CL-65 positions are awarded with three different proposed effective dates. The Company cancels the entire award prior to any pilot commencing training resulting from the Award. No pilot will be entitled to pay protection.

E. Short Notice Vacancy Awards

1. During the Vacancy or Realignment Award process, the Company may designate certain pilots as "alternate" awardees (in accordance with the pilot's bid form and seniority), who may replace pilots who resign from the Company or who are unable to attend training for some other reason.
2. A pilot will be contacted by the Flight Department in seniority order to determine whether he is willing to report for class on short notice in the event an opening occurs.
3. If the pilot does not wish to report on short notice, his name will be set aside. If the pilot does choose to make himself available on short notice, it will be expected that he will attend the class if contacted. In addition, the pilot will ensure that the Company can readily contact him.

4. If a pilot(s) is used as an alternate, the Company will publish an amended Vacancy or Realignment Award that will reflect the pilot's permanent award to the position and status.
5. A pilot's designation as an alternate is valid for one Vacancy or Realignment Award only.
6. A pilot may receive an award for a position and status and be designated as an alternate for a position and status that is higher on his bid form. If the alternate award is converted to an actual award due to a vacancy that has arisen in the class, the pilot will be treated in accordance with D.7. above.

F. Release from a Vacancy or Realignment Award Due to Hardship

The Chief Pilot or his designee and the MEC Chairman will consider a pilot's request for a release from a Vacancy or Realignment award due to hardship on a case by case basis, giving due consideration to the particular circumstances involved.

G. Days Off – Voluntary Domicile Change

A pilot's schedule will be adjusted (if necessary) to allow for four (4) consecutive days off (including guaranteed days off) to search for a residence and reasonable time off to arrange for the moving of household goods. These days off are unpaid.

H. Minimum Notice Prior to Reporting to a New Domicile

A pilot awarded or assigned a vacancy that involves a transfer from one domicile to another will normally be given at least fifteen (15) days from the date the award is posted to report to the domicile. If a pilot is required to report to the new domicile in less than fifteen (15) days, he will be provided with a hotel from the day he is required to report to the new domicile up to the fifteenth (15th) day after the award or assignment.

I. Temporary Vacancies

When the number of pilots assigned to a domicile is temporarily inadequate, a temporary vacancy may be created.

1. A temporary assignment will be offered to all available pilots who are currently flying in the same category (seat and equipment) and who are based at a domicile(s) that can release one (1) or more pilots. The assignment will be

awarded on a monthly basis to the most senior pilot bidding the temporary vacancy.

2. The TDY vacancy(s) will be published in the monthly bid packages and will include the vacancy position and status, the number of TDY vacancy(s), and the domicile of TDY assignment(s). The bid packages from the domicile with the temporary vacancy(s) will be made available at the domicile(s) from which pilots may bid the temporary vacancy.
3. A temporary vacancy that will exist for less than a month may be bid through lines that combine the flying of two domiciles. However, a pilot will not be required to travel to the TDY domicile more than one time. In addition, all such lines will be clearly identified as TDY lines.
4. If no pilot bids a TDY vacancy, the junior pilot in the same category and who is based in the domicile(s) the TDY was to be bid from, will be assigned to the TDY vacancy. However, the junior pilot will not be assigned to a TDY vacancy for consecutive bid periods.
5. Status and TDY Schedule Bids

- a. A lineholder TDY vacancy will be filled on the basis of system seniority, and the pilot awarded the TDY will use his seniority to bid a schedule, and could be awarded a reserve line.

Example: A TDY vacancy exists for DO-328 lineholder in ATW and is offered in the DEN domicile. A DEN pilot bidding the ATW TDY vacancy will be awarded the assignment based on his system seniority. However, if the DEN pilot awarded the TDY is not sufficiently senior to be awarded a line in ATW, he will be awarded a reserve line.

- b. A reserve TDY vacancy will be awarded to any pilot bidding the TDY assignment as a reserve, regardless of the pilot's system seniority. The pilot will use his system seniority to bid for specific reserve lines.

Example: A TDY vacancy exists for DO-328 reserve in ATW and is offered in the DEN domicile. A DEN pilot bidding the ATW TDY vacancy brings his system seniority with him but bids among the reserve lines only.

6. A TDY vacancy(s) that exceeds two (2) consecutive bid periods will result in the publication of a permanent bid for an equivalent number of additional permanent vacancies in the affected position and status, provided that the underlying event that caused the TDY assignment is the same for both months.

Exception: (i) A TDY beginning in the January bid period may extend to three (3) bid periods.

(ii) A TDY resulting from a pilot on FMLA or military leave may extend to three (3) bid periods.

7. The Company shall minimize the number of temporary assignments in a month rather than creating a greater number of shorter length assignments.

8. Travel Expenses and Transportation for TDY Assignments

- a. A pilot will be provided with positive space transportation to and from the temporary assigned domicile at the beginning and end of the temporary assignment. Compensation for this travel will be treated in accordance with Section 3.

- b. A pilot will be provided with a rental car for the time period that he is assigned to the temporary domicile, unless the pilot requests and the Company grants approval for the pilot to drive his own vehicle to the temporary domicile. In this case, the Company will pay the current IRS mileage rate using the most direct AAA mileage between the pilot's permanent domicile and temporary domicile.

- c. A pilot will be provided with a hotel room for the duration of the temporary assignment.

- d. A pilot will receive per diem commencing at the time he is scheduled to depart from his permanent domicile until he returns to his permanent domicile at the completion of the temporary assignment.

- e. A pilot on a temporary assignment should reference the Flight Operations Manual for priority and booking of the jumpseat.

9. Days Off and Trip and Duty Rigs

A pilot on temporary assignment will be treated as if the temporarily assigned domicile were his permanent domicile for the purpose of days off and the calculation of trip and duty rigs. Travel to and from the TDY domicile will be treated as a regular duty assignment.

J. Temporary Move Ups

1. A reserve pilot will not be awarded or assigned a regular or relief line unless such assignment or award occurs in accordance with the following provisions:
 - a. The Company will notify the MEC Chairman and MEC Grievance Chairman, in writing, prior to the publication of the monthly bid of its intent to award a line of time to a reserve pilot(s). Such notice will include the name(s) and reason(s) for the unavailability of such pilot(s) for the bid period resulting in the need for move up(s). The unavailability of a pilot may be due to a vacation award that the pilot has carried over from a previous position.
 - b. Any temporary award of lineholder status that exceeds two (2) consecutive bid periods will result in the publication of a permanent bid for additional lineholders in the affected base. The number of new permanent lineholder positions will be equivalent to the number of temporary awards that exceed two (2) consecutive bid periods, provided that the underlying event that caused the move up is the same for both months.

Exception:

 - (1) A move up beginning in January may extend to three (3) bid periods.
 - (2) A move up that is due to a pilot on FMLA or military leave may extend to three (3) bid periods.
 - c. Move-Ups For Anticipated Temporary Shifts in Flying

In the event the Company is required to shift flying from one domicile to another as a result of marketing schedule changes, and the shift in flying is anticipated to occur for four (4) consecutive months (or less), the Company may move up reserve pilots as necessary to cover additional flying, provided the Company

maintains the minimum reserve complement as specified in Section 25.N.1. A temporary move-up that exceeds (4) consecutive bid periods will result in the publication of a permanent bid for an additional line holder(s) in the affected domicile. The number of new permanent line holder positions will be equivalent to the number of temporary awards that exceed four (4) bid periods.

- d. The Company will notify the MEC Chairman and the MEC Grievance Chairman, in writing (by E-mail), prior to the publication of the monthly bid of its intent to award a line of time to a reserve pilot due to a shift in flying. The notice will include the total scheduled block hours from the bid period before the shift occurred (labeled by month) and the total scheduled block hours for the affected bid period. If the Company does not notify the ALPA designees as required above, no move-up will occur.

K. Freezes

NOTE: Domicile changes do not trigger a freeze.

1. Freeze Start Date

- a. A new hire pilot's freeze will commence on the date he completes IOE.
- b. A pilot, other than a new hire, will have his freeze commence on the sooner of: 1) the date the pilot enters training, or 2) sixty (60) days prior to the projected staffing date that is published on the vacancy bid, or 3) six (6) months from date of the vacancy award.
- c. A pilot will not "carry" a freeze from a previous position award to a newly awarded position.

2. Application of Freezes

- a. A new hire First Officer is frozen in his equipment and seat for twelve (12) months from completion of IOE, except that a new hire turbo-prop First Officer is eligible to be awarded a turbo-prop Captain position after six (6) months from the completion of IOE.
- b. A turbo-prop Captain who moved into that position directly from turbo-prop First Officer will not be awarded any jet Captain position until twelve (12)

months from completion of his turbo-prop First Officer IOE.

Example: Two new hires complete their IOE in June. One is a turbo-prop First Officer and one is a jet First Officer. The turbo-prop First Officer can be awarded a turbo-prop Captain position that has a projected staffing date anytime after December 1 of the same year. Both pilots can be awarded jet captain positions that have a projected staffing date anytime after the following June 1. At that time, the jet First Officer is also eligible to be awarded a turbo-prop Captain position.

- c. No freeze will result from an award to a Captain position, unless the award is to a turbo-prop Captain position as described in paragraph K.2.b. above, or unless the award is the result of a downbid (excluding a displacement). A pilot who downbids will incur a twenty-four (24) month freeze. A pilot may not exercise the right to downbid more than two (2) times (excluding a displacement).
 - d. A First Officer will not be eligible to be awarded another First Officer position with a projected staffing date prior to twenty-four (24) months from completion of his new hire IOE, or if he has undergone training since new hire training, from the earliest of the dates specified in 1.b. above. A pilot may not exercise his right to bid to another First Officer position more than two (2) times (excluding a displacement).
3. Eligibility For a New Position
- a. A pilot will be eligible to be awarded any vacancy associated with a staffing date in the same month as his freeze terminates, or any month thereafter. The projected staffing date published on the vacancy bid shall be specified by month and year.
 - b. (1) A pilot who is awarded a bid to a new position will remain eligible to be awarded any other position that is higher on his bid form, regardless of whether he has commenced training. If the pilot has commenced training, he may either continue or be withdrawn, at the Company's discretion. In either case, the pilot will attend training for the most recently awarded position, in accordance with the terms of this Agreement.

- (2) A pilot who is withdrawn from a training class pursuant to this provision cannot be required to fly in his former position unless 1) he is upgrading in the same piece of equipment or 2) he has not started flight or simulator training. A pilot who has commenced ground training, but has not started flight/simulator training will be given a refresher course in the category he flew immediately prior to commencing the training cycle, and will fly with an IOE check airman when the pilot and the Company deem such flying is appropriate. In the event the pilot cannot fly in his former position and is not immediately able to commence training for his most recently awarded position, he will be paid in accordance with the long term training provisions.
- (3) A pilot who is withdrawn from training by the Company and either returns to his old position or awaits training for a new position will commence being paid at the rate associated with the position from which he was withdrawn on the date a pilot junior to him (with the same effective date) starts IOE for that position, or on the proposed effective date (as it appears on the Award), whichever comes first.
- (4) A pilot who volunteers to be withdrawn from training because he has been awarded a position listed higher on his bid form will be paid at the rate associated with the position to which he returns.
- (5) A pilot who is withdrawn from training and returned to fly in his previous position will be scheduled in accordance with Section 11.A.12. until such time as he is eligible to bid.

4. Freeze Release

If the Company does not receive any bids for a Captain position from pilots who are not subject to a freeze, then the most senior frozen pilot will be released from his freeze and will be awarded the position (in accordance with the preferences reflected on the pilot's bid form).

5. Effect of Displacement

A pilot who is displaced from his position shall not be subject to a freeze in the position into which he displaces.

6. New Equipment

- a. A pilot will be released from a freeze for the purpose of bidding new equipment if the Company acquires new aircraft (not incremental aircraft as indicated in Example 2 below) which was not available for bid at the time the pilot was awarded his current position, and the pilot has sufficient seniority to hold a position in the new aircraft.

Example 1: A DO-328 First Officer is awarded a BAe-146 First Officer position on June 1, 2002. On a vacancy bid on July 1, 2000, the EMB-145 appears for the first time. The pilot is eligible to be awarded the EMB-145 whenever his seniority allows him to hold that vacancy (regardless of the First Officer freeze), so long as he is not awarded a vacancy for something other than a EMB-145 subsequent to the date upon which the EMB-145 appeared on a vacancy bid for the first time.

Example 2: A DO-328 First Officer is awarded a BAe-146 First Officer position on June 1, 2000. Three months earlier, on March 1, 2000, EMB-145 vacancies appeared for the first time. The pilot described in the first sentence could not have held the EMB-145 Captain vacancy on that bid. In August 2000, the Company posts additional EMB-145 Captain vacancies because additional aircraft have been delivered. The pilot in this example remains in his seat lock because the EMB-145 was reflected on the bid form prior to his award to the BAe-146 First Officer vacancy.

- b. A BAe-146 derivative such as the AVRO 85 or RJX that does not require a separate type rating will be considered to be the same as a BAe-146.

7. Loss of First Class Medical

These provisions will not be construed to negate the ability of a Captain to fly as a First Officer in the event he loses his

First Class medical certificate in accordance with
Section 15.

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SECTION 25 **SCHEDULING**

- A.
 - 1. The Association's Scheduling Committee will meet with Crew Scheduling management, upon request and with reasonable notice, to ensure the appropriate and efficient operation of the provisions of this Section.
 - 2. The Company will provide the Association Scheduling Committee with the initial pairings at least seven (7) days prior to the printing of the bid schedules and the initial bid lines at least three (3) days prior to the posting of the bid schedules.
- B. Monthly Bid Sequence
 - 1. A copy of the bid package will be made available to each pilot through his "V" file and through the Company's web site no later than fourteen (14) days prior to the beginning of the next bid period. The planned date of the posting of regular, reserve, and relief lines will be included in the previous month's bid package. In the event of a marketing schedule change that necessitates a delay in the bidding process, the Company will consult with the MEC Chairman prior to the deadline to determine what adjustments will be made to the bid timeline, if any.
 - 2. A pilot will have no less than ninety-six (96) hours after the bid schedules are posted to submit his bid, but bidding shall not close before noon (local domicile time) on the last day of the bid.
 - 3. A pilot may submit his bid through the Company computer bid system or by E-mail. A pilot should make every effort to use these methods for bidding. However, as a last resort, a pilot may phone in his bid to a recorded line. The E-mail addresses and the telephone number will be specified on the monthly bid package. Access to the Company's computer bid system will be available at all pilot domiciles. The Company will make available an E-mail address that can be accessed from the pilot's own computer that does not necessitate the payment of any fee by the pilot.
 - 4. Regular and reserve schedule awards will be posted within ninety-six (96) hours of the closing time of the schedule bids, and shall be identified as the "final bid award." The final bid award will be made available to each pilot through his "V" file and through the Company's web site. The final

bid award will specifically denote the name of each pilot, guaranteed days off, total block hours, pay hours, trips to be flown, and total trip time.

5. Relief bid lines will be published concurrently with the final bid award. A pilot will have forty-eight (48) hours to bid on the relief lines, but the bidding shall not close before noon (local domicile time) on the last day of the bid. This 48-hour period will close no sooner than six (6) days after the regular and reserve schedule bid closes. The relief lines will be awarded within twenty-four (24) hours of the closing time of the relief line bid.
6. A pilot who does not submit a bid will be assigned to the first unbid line, in numerical order, after all other pilots have been awarded a line, in status. If the pilot is awarded a relief line, the pilot would be eligible to participate in the relief line bid.

C. Bidding Rules

1. A pilot who is anticipated to be available for flight duty for any part of the month (except for a pilot who is returning from a leave of absence) will bid for a schedule in the position that he holds in accordance with the following provisions:
 - a. A pilot awarded lineholder status pursuant to the provisions of Section 24 may bid any line of time, including a relief line or reserve line. However, a lineholder may only bid a reserve line if he will be available for the entire month (i.e., is not scheduled to be on vacation or leave of absence).
 - b. A pilot awarded reserve status pursuant to the provisions of Section 24 may bid any line of time, including a regular or relief line. However, a reserve will be awarded a line of time (regular or relief) if, and only if: 1) the "move up" provisions set out in Section 24.J. are in effect, or 2) a lineholder pilot has bid and has been awarded a reserve line, or 3) the pilot has the seniority to hold a line while on TDY status in accordance with Section 24.I.5.b.
 - c. Schedules will be awarded by position and status, subject to the provisions set out in paragraphs C.1.a. and b. above, in accordance with seniority.

2. A pilot projected to instruct (offline) for a full month will not be awarded a line, but will bid for pay purposes.
3. A pilot projected to instruct for part of a month will be eligible to bid.
4. A pilot who is completing a training event that qualifies him for a new category will be eligible to bid if he is projected to complete his proficiency check on or before the 10th of the month prior to the month being bid. If a pilot is scheduled to take his proficiency check after the 10th of the month, he will not be eligible to bid, and will be scheduled in accordance with the provisions set out in Section 11.A.12.b.
5. Bid Line Adjustments

- a. Requests to Fly During an Awarded Vacation

A pilot who wishes to fly during his vacation must make a written request to Crew Scheduling no later than the first of the month prior to the month in which the vacation is scheduled to be taken. A pilot will be notified if his request has been granted on the monthly bid package.

- b. Days Off Prior to Long-Term Training

A pilot who is scheduled to attend long-term training is entitled to be released from all duty on the two (2) full calendar days immediately prior to the date the pilot is scheduled to commence training (or the date upon which the pilot is scheduled to travel to training). A pilot who wishes to be released must make the appropriate notation on his monthly bid, in accordance with the instructions contained in the bid package, or by contacting the Chief Pilot as soon as he is notified of training, whichever occurs last. A pilot who is released in accordance with this provision will not receive any pay for the lost trips, but the minimum monthly guarantee will apply.

- c. Waiver of the Monthly Credited Flight Time Limitation, Trip Time Limitation, and Minimum Days Off

A pilot who is carrying a trip into the new bid month may elect to waive the limitations contained in Section 12A., 12.B., and 12.G. (Credited Flight Time Limitation, Trip Time Limitation, and Minimum Days Off) by sending written notification to Crew Scheduling

in the month prior to the month in which the affected bid line is issued (i.e., a pilot must notify the Company in September for the waiver to occur in November).

Example: A pilot carries a trip into the new bid period that causes him to exceed 350 total trip hours. If the pilot has not elected to waive the limitations enumerated above, the Company will adjust the pilot's schedule in the integration period to bring the pilot's total trip time under 350. If the pilot has elected to waive the limitations, the Company will not adjust the pilot's schedule during the integration, and the pilot's schedule in the new bid month may exceed 350 trip hours.

D. Monthly Bid Package

1. The monthly bid package shall be specified by position, and shall have a cover sheet that reflects the month being bid, the date issued, the bidding deadline dates for the current month, the website address, the E-mail address, and the phone-in bid telephone number.
2. The bid package will also include the following information:
 - a. Regular, reserve, and relief lines of time;
 - b. A trip detail list that will include trip number, report and release times for all duty periods, flight numbers, all scheduled stops, departure and arrival times, total block-to-block times, length of each on duty period, layover city and the length of time between flights, hotel name and phone number, value of the trip and trip hours (time away from base);
 - c. Temporary assignment lines;
 - d. Open time (including charters);
 - e. A bid list that includes the names of all pilots eligible to bid (in seniority order), by position and status;
 - f. The names of all pilots scheduled to take vacation or go on a leave of absence, and the dates; and
 - g. The names of all pilots scheduled to take proficiency checks or attend training.

E. Line Construction

1. Definition

The term "bid line" will mean a regular, relief, and reserve line as published in the monthly bid package.

2. Regular lines will be constructed until no more than ten percent (10%) of the total flying remains unassigned, by position. This number does not include time planned for IOE.

3. No Single Days Off

No bid line will contain a single day off, except for the first and last days of the bid period, i.e., in a thirty (30) day bid period, the first (1st) and/or the thirtieth (30th) may be published as a single day off.

4. Blocks of Days Off

All bid lines will include at least two (2) blocks of three (3) consecutive calendar days off.

5. Maximum Consecutive Days of Duty

A bid line will not contain more than six (6) consecutive calendar days of duty. When a bid line contains six (6) consecutive days of duty, a block of three (3) days off will be scheduled immediately following the six (6) day sequence.

6. Maximum Length of Trip

A bid line will not contain any trip scheduled to exceed four (4) calendar days.

7. Four-Day Trips

Four (4) day trips will be constructed in a domicile upon the request of the Scheduling Committee, unless there is a specific operational reason (i.e. cost, staffing) that prevents the Company from constructing them.

8. Minimum Days Off

- a. A bid line will be constructed with no less than twelve (12) days off, except that up to thirty percent (30%) of the bid lines by position may be constructed with

eleven (11) days off. The thirty percent (30%) limitation may be exceeded with the written (E-mail) agreement of the MEC Chairman. These lines will be awarded by seniority. A pilot who receives a line with eleven (11) days off will be restored to twelve (12) days off if he notifies the Company in accordance with the instructions on the bid package. A bid line containing eleven (11) days off will “flag” the day that will be dropped if the pilot elects to have twelve (12) days off.

- b. The “flagged” day will be identified in the bid package, and the bid package will also show the original and the revised trip pairing. A pilot who elects to be restored to twelve (12) days off will only be paid for the value of the revised trip pairing (the revised pairing may impact the adjoining day).
- c. A pilot awarded a reserve line with eleven (11) days off who does not elect to be restored to twelve (12) days off will have a monthly guarantee of 79:10.
- d. Neither the insertion nor the deletion of a “flagged” day will result in a schedule with a single day off.

NOTE: A pilot is entitled to drop the “flagged” day regardless of whether the flagged day is inside or outside a planned absence.

9. Maximum Block Hours

- a. A bid line will not contain more than ninety-five (95) block hours.
- b. A pilot who is unavailable for flight duty for a partial bid period and who does not have a schedule will not be scheduled for more than ninety-five (95) block hours, less three and two-tenths (3.2) hours for each calendar day the pilot is unavailable for duty.

10. Maximum Trip Hours

A bid line will not contain more than three hundred eighty (380) trip hours (TAFB).

11. Relief Lines

a. Available Days

- (1) Available ("AV") days posted in a relief line must correspond to planned absences of other relief lineholders. The number of AV days posted must be consistent with the days of the planned absence(s).
- (2) AV days may be utilized to accommodate open time and trips (or portions thereof) that fall out of other relief lines due to vacation, leave, etc. If no trip (or LC day) is placed on an AV day, it becomes a day off.

Example: If a relief lineholder is awarded a one (1) week non-primary vacation, the number of AV days posted to accommodate that vacation cannot exceed nine (9) in number.

b. Long Call Days

- (1) A pilot will receive notice of an LC assignment no later than 1800 (Central Time) two (2) days before the day in which the trip commences. If the pilot has not been contacted by that time, he will call in to determine if there is an assignment. If there is no assignment, the pilot is released (until his next LC day or flight assignment).

Example: A pilot has LC days on the 19th and 20th. He calls in on the evening of the 17th. There is no flight assignment for the 19th. The pilot is released from his LC obligation on the 19th and is not required to call in again until the evening of the 18th to determine if there is an assignment for the 20th.

- (2) Long call days ("LCs") may be placed on any relief bid line that has less than seventy-five (75) credit hours. LCs cannot be placed on a regular line.
- (3) The Company will construct as many relief lines as possible that exclusively consist of trips and AV days (and CI days, where applicable).

- (4) LCs will be credited at four and one-half (4.5) block hours per day.
- (5) Neither a relief bid line nor final line will contain more than eighty-five (85) block hours, including the scheduled credit time for the LC days. LC days that appeared on the bid line will be dropped on the final line to comply with this provision.
- (6) Both the relief bid and final lines will be constructed in accordance with Section 25.E. above.
- (7) An LC that has not appeared on a bid line cannot be inserted onto a final line unless it replaces a CI day. An LC day can replace an AV day, but only if it is moved from another relief line due to the unavailability of that relief line pilot.
- (8) The Company will assign flying to pilots who have been awarded LC days as soon as possible (including prior to the Initial Award of Open Time). A pilot will be notified by telephone initially, and followed up with a written confirmation.

F. A lineholder (who has not voluntarily bid a reserve line) will not be scheduled for reserve duty, except as provided in Sections 11.A. and 13.I.2.

G. Integration

1. a. The monthly integration will consist of the first four (4) days of the bid period, and the last three (3) days of the previous bid period. During this time, Crew Scheduling may make adjustments to a pilot's line to resolve any conflicts that result from trip overlaps, contract limitations, and FAR restrictions.
- b. "Adjustments" as used in paragraph G.1.a. above means:
 - (1) dropping a trip,
 - (2) splitting a trip, or
 - (3) substituting a trip for a trip that appeared on the pilot's bid line in the new bid period, provided a carry-in trip overlaps with a trip on the pilot's

awarded bid line, and provided the substituted trip does not cause the pilot to check out any later than the check out time of the originally scheduled trip.

Example: A pilot is scheduled to fly on March 30, 31, and April 1. He is awarded an April schedule that includes a trip that starts on the 1st and finishes on the 2nd at 1100 local time. The pilot will fly his originally scheduled trip to its conclusion. The Company may then either drop the April 1 and 2 trip in its entirety, split the pilot into the April 1 and 2 trip, or substitute a trip following the completion of the carry-in trip, provided the substituted trip is scheduled to terminate no later than 1100 local time on April 2.

Example: A pilot is scheduled to fly a four (4) day trip from the 30th to the 3rd. He is awarded a schedule that includes a four (4) day trip from the 3rd to the 6th. Because the 5th and 6th are outside of the integration period, those days cannot be altered, they can only be dropped with pay. The Company could split the pilot into the trip on the 4th and drop the 5th and 6th, or substitute flying on the 4th, provided the pilot is scheduled to terminate no later than midnight on the 4th.

- c. A pilot whose schedule is altered (i.e. has a trip(s) dropped or split) in the last three (3) days of the previous bid period shall be credited with the value of any trips lost. A pilot whose schedule is altered pursuant to paragraph G.1.a. above in the first four (4) days of the new bid month shall be credited for the schedule as it appears after the integration has occurred for those four (4) days.
2. No adjustments will be made to a pilot's schedule outside the integration period to accommodate integration conflicts, except that Crew Scheduling may drop a day(s) of work outside the integration period and the pilot will not lose any pay as a result of dropping the day(s) of work (including any time lost due to trip splitting). The day(s) that is dropped

must consecutively precede or follow scheduled days off, and the day(s) off must be shown on the final bid award as “off with pay” (OWP).

3. A pilot who has a trip pairing that is scheduled to continue from one bid period to the next will continue on that trip pairing to its scheduled conclusion, provided:
 - a. the trip does not overlap with another trip;
 - b. there is not an FAR or contract limitation that will be exceeded if the pilot flies the trip pairing;
 - c. a marketing change has not altered or eliminated the trip;
 - d. a change mutually agreed to by the Company and ALPA has not altered or eliminated the trip.
4. A trip(s) shall not be placed on any day designated as “off” on the bid line, unless the pilot is carrying in a trip from the previous month. The day(s) off will be restored if the carry in trip causes the pilot to drop below the contractually guaranteed minimum days off (unless the pilot has waived the minimum day off provision in accordance with paragraph C.5.c. above).
5. Carry In (CI) days may be designated on the initial bid schedules, but the number of Carry In days shall not exceed the actual number of trip days that continue into the bid period. Crew Scheduling may value the Carry In days for planning purposes, but such value shall not be calculated as part of the bid line value that is published on the bid package. A Carry In day(s) will not be counted as a monthly minimum day(s) off.
6. When the Company is required to drop an entire day of flying during the integration to comply with FAR and/or contract limitations, the Company will not alter the pilot’s schedule in manner that results in a single day off.

Example: A pilot is scheduled to fly the 28th through the 1st and the 1st through the 3rd. The Company must either drop two (2) consecutive days or a single day from the pilot’s schedule that is adjacent to another day off.

Example: A pilot is scheduled in excess of 30 hours in 7 days. If the Company must drop a whole day of

flying, it will drop two (2) consecutive days, or drop a single day that is adjacent to another day off.

Example: A pilot is scheduled to fly from the 28th through the 1st. He is awarded a line that contains a trip that starts on the 3rd. The single day off is permissible in this instance because there is no conflict to rectify.

7. A trip will not be removed from a pilot's schedule when the total scheduled block time is less than or equal to twenty-eight and one-half (28.5) hours in seven (7) days. If a pilot's total scheduled block time exceeds twenty-eight and one-half (28.5) hours, but is less than thirty (30) hours in seven (7) days, Crew Scheduling will decide whether to make an adjustment to the pilot's line.

8. Split Trips (Vacation, Training, and Leaves of Absence)

a. A pilot will not be required to fly a trip that has been split to accommodate vacation, training, or a planned leave of absence unless the credit time associated with the flight assignment equals or exceeds the minimum day. This provision does not apply to a flight assignment that continues into or is preceded by an overnight.

b. (1) Vacation and Leaves of Absence

A pilot who loses flight time pursuant to paragraph G.8.a. above due to a conflict with a vacation or a planned leave of absence will have his total credit time adjusted to reflect the loss of time; however, a pilot's minimum monthly guarantee will not be adjusted.

Example: A pilot is scheduled for a one-week, non-primary vacation commencing on the 10th of the month. The pilot is scheduled for a four (4) day trip commencing on the 9th. Prior to noon on the 9th, the pilot is scheduled for a DEN-COS round trip, and nothing else. The round trip would be dropped because the total credit for that trip is less than the minimum value of the day.

Example: A pilot is scheduled to complete a one-week, non-primary vacation on the 16th. The pilot is scheduled for a three (3) day trip, commencing on the 16th. After noon on the 17th, the pilot is scheduled to fly into his layover, and the credit for that leg is less than the minimum value of the day. This flying will not be dropped because it is associated with a multi-day trip. The pilot would still be paid for the minimum value of the day for the single leg of flying.

(2) Training

A pilot who loses flight time pursuant to paragraph G.8.a. above due to a conflict with any training assignment will not have his total credit time adjusted for any time lost.

Example: A pilot is scheduled to deadhead to recurrent ground school on the 5th of the month. He was scheduled to fly a one-day trip consisting of three Aspen turns that day. If he could only accomplish one of those turns prior to his scheduled deadhead flight, the entire trip would be dropped because the resulting pay credit would be less than the minimum value of a day. The pilot would be paid for the value of the trip, or the value of the deadhead, or the minimum training day, whichever is greater.

Example: A pilot is scheduled to deadhead to a proficiency check on the 5th of the month. He was scheduled for a three-day trip starting on the 4th. On Day 2 of the three-day trip (i.e., the 5th), the pilot can only accomplish an inbound flight to Denver and an Aspen round trip. The pilot would be required to fly the inbound flight and the Aspen round trip because, even though this sequence might result in less pay credit than the minimum day, it is part of a multi-day trip. The pilot would be paid

for the scheduled or actual time flown, plus the value of the deadhead, or the value of the trip dropped, or the minimum value of the training day, whichever is greater.

H. Open Time

1. a. Open time will mean any flying (including charter flying, reserve days, and RR days) that is not awarded or assigned to a pilot. All such flying, including any flying that becomes open during the course of the bid period, will be made available for bid by all pilots (except as provided in Sections 25.K. and 25.J.3.b.), in each domicile and through the web site, and will be updated on a daily basis.
- b. A trip that becomes open and is scheduled to depart after the daily open time posting and prior to the next day's open time posting may be assigned without posting.
2. The Company will designate no more than ten percent (10%) of known and proposed flying as open flying in each position, except that trips that become or remain open for the following reasons shall not be counted toward the ten percent (10%) maximum:
 - a. Trips intended for IOE;
 - b. Trips that become available due to reasons such as short-term use of sick leave, military leave, and resignations that occur between one (1) day prior to the bid schedule posting and the publication of the final bid award;
 - c. Trips that become available due to ALPA leaves;
 - d. Trips that become available due to FAA-required training that is mandated on very short notice;
 - e. Trips that become available due to attrition that exceeds what could have been reasonably predicted.
 - f. Trips that become available due to a vacation award a pilot has carried over from a previous position (provided the Company has not exercised the right to move-up a pilot from reserve to lineholder in

accordance with Section 24.J.1.a. to cover the same trip or trips).

3. Open time, by position, will not exceed ten percent (10%) when the final bid award is published.
 4. After the final bid award is posted, but prior to the initial award of open time, open flying may be used, as needed, to fill out relief lines, satisfy IOE requirements, and to enable management pilots to obtain flying to maintain proficiency.
 5. Posting of Open Time
 - a. The Company will post all of the open time on a daily basis at the crew rooms in Appleton, Denver, and O'Hare, and any other future domicile crew room.
 - b. The Company will provide the designated ALPA representative with the available open time via E-mail, on a daily basis.
- I. Initial Open Time Award
1. All open time will be published with the final bid award. The Initial Award of Open Time will be posted on the fourth (4th) day prior to the next bid period.
 2. A pilot may bid to add a trip from open time to his schedule by submitting a written request to add a trip(s) to Crew Scheduling. Requests must be received by Crew Scheduling no later than the day before the initial award of open time is posted (five (5) days before the first day of the next bid period). Crew Scheduling will notify the pilot of any awards by using the method the pilot identifies when he submits the request. The methods should be specified in the "Comments" section.
 3. Trip add requests received by the above date will be awarded in accordance with seniority and category, provided:
 - a. The pilot is contract and FAR legal to add the trip (a trip add request will not be denied where the pilot's total block hours do not exceed twenty-eight and one-half (28.5) hours in seven (7) days, or ninety-eight (98) hours in a month. A trip add will not be denied based upon a projection that a pilot might exceed the 1,000-hour annual limitation. A trip add may be denied if the pilot would actually exceed 995 hours.

- b. The pilot is qualified to fly the trip, i.e., he has accrued sufficient time or undergone the training necessary to fly to a particular destination. For example, a Captain with less than one hundred (100) PIC hours is not qualified to fly into Aspen at night.
- c. The pilot has accrued more than seventy-five (75) hours in aircraft type if the trip has been already been awarded to the other crewmember that has less than seventy-five (75) hours in type (to avoid green on green).
- d. The pilot is requesting to add the entire trip. (Partial trip adds will be awarded at Crew Scheduling discretion.)

J. Trip Adds, Drops, and Trades During the Bid Month

- 1. A pilot may request to add, drop, or trade a trip by submitting a written request to Crew Scheduling.
- 2. Trip add and trade requests will be awarded on a first-come, first-served basis, provided the pilot is eligible to be awarded his request as defined in paragraphs I.3.a. through d., above.
- 3.
 - a. A trip drop request will be granted at the Company's discretion.
 - b. Crew Scheduling may elect to approve a trip drop request and assign the dropped trip to a reserve or LC pilot, without first publishing the trip in open time.
- 4.
 - a. A pilot who has submitted a request more than two (2) days in advance of the desired transaction will be notified by the following day as to whether the request has been granted or denied. Crew Scheduling will notify the pilot by using the method the pilot identifies when he submits the request. The method should be specified in the "Comments" section. Acceptable methods of notification will include telephone, fax, and E-mail.
 - b. If the pilot does not receive a response from Crew Scheduling on the day following his request, he should contact Crew Scheduling by telephone to determine the result. Crew Scheduling will follow up with written confirmation of approval or denial.

5. A pilot who has submitted a request less than two (2) days in advance of the desired transaction will follow the request with a telephone call to Crew Scheduling. Crew Scheduling will tell the pilot whether the request has been granted or not, and will follow up with written confirmation of the decision.

K. Consolidation of Skills and Knowledge

In order to ensure that a pilot will satisfy the requirements set out in FAR Part 121, which provides that a pilot must accrue one hundred (100) hours of flight time in the one hundred twenty (120) days that follow his first checking event, the following provisions may be implemented by the Company:

1. Subsequent to the Initial Award of Open Time, the Company may assign trips to any pilot who has completed IOE, but who has not been eligible to bid a schedule pursuant to Section 11, regardless of the pilot's status.
2. A pilot who has been awarded a reserve line may be assigned a trip out of open flying up to two (2) calendar days prior to the day of the trip (three (3) days prior to a trip occurring on a Monday). These assignments will be issued by a Crew Scheduling supervisor or the Chief Pilot.
3. The Company may displace a line pilot (with credit for the trip value) and assign that pilot's trip to a reserve pilot, provided the displaced pilot is notified prior to leaving for work.

L. Green on Green (GR)

In order to ensure that two (2) pilots, each with less than seventy-five (75) hours in type, are not paired together (green on green), the following procedures will be followed:

1. If a green Captain and First Officer are eligible to hold the same line, the First Officer will be awarded his next bid choice that does not pair him with a green Captain. The First Officer will be paid for the value of the bid line that he would have been awarded in accordance with seniority, or what he actually credits, whichever is greater.
2. If a green Captain and First Officer are scheduled to be paired together on individual trips, then the Company may either:

- a. Swap the First Officer's trip with open time during the integration process, provided the open time trip operates on the same or fewer days of work; or
 - b. Proffer a trade of the First Officer's trip with other lineholders during the integration process provided the traded trip operates on the same or fewer days of work; or
 - c. Drop the First Officer's trip into open time and award the pilot a Green (GR) day on his schedule where the trip was dropped, and substitute another trip on the GR days, however, such trip must be assigned seven (7) calendar days prior to the day the substitute trip commences.
3. A First Officer who is removed from his original trip assignments will be compensated for his originally scheduled trip(s), or the trip he actually performs, whichever is greater.
 4. A pilot who accepts a trip trade pursuant to paragraph 2.b. above will be compensated for his originally scheduled trip, or the trip he actually performs, whichever is greater.
 5. If the only pilot available to fly an open trip is a green reserve pilot, and he would be paired with another green pilot, the reserve pilot would be swapped out of the trip first, but if there were no non-green reserves, then one of the pilots would exchange trips with a line pilot whose trip hour period coincides with that of the green pilot, so that no extension of the non-green pilot would occur. The line pilot would be paid for his original trip or the trip he is rescheduled to fly, whichever is greater.

M. 1,000 Block Hours in a Year

1. A pilot who bids a monthly schedule that will cause him to reach the annual 1000 block hour maximum may be removed from any trips that will cause him to exceed 995 hours.
2. A pilot will be released from any duty that is scheduled after he has accumulated 1,000 block hours in a calendar year, except for duty that is not limited by the 1,000-hour limitation (i.e., ground school, proficiency check, etc.). The pilot may volunteer to perform duties such as ferry flying or serving as a crewmember in the simulator. (See Section 3.R. for compensation-related provisions.)

N. Reserves

1. Minimum Reserve Complement

The minimum reserve crew complement will be ten percent (10%) of the total number of lines available by position, rounded to the nearest whole, except if there are fewer than five (5) lines in a position, no reserves will be required.

Example:	1-4	0
	5-14	1
	15-24	2
	25-34	3

2. Award of Line of Time in Lieu of Reserve After the Bid Schedules Are Posted

- a. If an unplanned event over which the Company has no control (such as a resignation, medical leave, etc.) causes an entire line of time to come or remain open after the bids are published, but prior to the first day of the affected bid period, the Company may solicit volunteers from among the reserve pilots in domicile to fly the open line(s). (However, if a relief pilot has a line consisting exclusively of LC days, he will be offered the opportunity to fly the line prior to any reserve pilot. If more than one relief pilot has a line consisting of LCs, the line will be offered in seniority order.) Reserves will be offered the opportunity to fly the open line(s) in seniority order. A reserve pilot who agrees to fly a line will assume that schedule, and will be released from all reserve obligations for the month.
- b. If additional lines come open after a line(s) has been awarded to a reserve pilot, the newly available lines may be offered to all reserve pilots, by seniority, including a reserve pilot who had previously been awarded a line pursuant to this Section. A reserve pilot who wishes to be eligible to be awarded a line of time must leave a contact number with Crew Scheduling. Crew Scheduling will contact the pilot to offer lines that become available. If the pilot does not return the call within two (2) hours, Crew Scheduling will move on to the next pilot.
- c. The Company will not offer open lines of time to reserve pilots if such offer would cause the remaining reserves to total less than the minimum reserve complement as specified in paragraph N.1. above.

- d. The Company will not offer open lines of time to reserve pilots if the open line contains more than one (1) vacation period or seven (7) days on which the pilot awarded the line would have been unavailable. The credit time for the LC day as it relates to the time lost will be used to determine the number of LC days to be given to the reserve pilot. For example, a vacation period would allow for the award of four (4) LC days.
- e. Long call days (LCs) may be awarded to the reserve provided: 1) they appeared in the relief line that the reserve has volunteered to fly, or 2) they are replacing days that were to be used by the pilot originally awarded the line for recurrent training or vacation.
- f. A log will be maintained that includes the name of the reserve pilot assigned to a line, the name of the pilot who caused the reassignment, and the reason.

3. Call Out Time

A pilot will be expected to promptly respond to a pager contact (or to another contact number that the pilot designates as his primary contact number, i.e. home phone, cell phone, etc.). A reserve pilot will be prepared to report to the airport no later than two (2) hours from the time he is contacted by Crew Scheduling. It is recognized that a pilot may not be able to report within two (2) hours due to unforeseen circumstances that are beyond the pilot's control (traffic jams, snowstorms, etc.).

4. Rotation

a. First Out/Last Out

A reserve pilot may express a preference for being placed on "first out" or "last out" status by indicating his preference when he bids or by calling Crew Scheduling at least twenty-four (24) hours prior to the beginning of a reserve sequence. Such requests will be honored by seniority.

b. Exceptions to First Out/Last Out

- (1) First Out/Last Out requests will not apply when honoring the preference would result in a conflict with another provision of the Agreement.

- (2) First Out/Last Out requests may not be honored if the number of days of a pilot's availability and the number of days of the trip to be assigned are not the same.

Example: Pilot A is senior to Pilot B. Both have preferenced "last out." Pilot A has three (3) days of availability remaining and Pilot B has two (2) days of availability remaining. A three (3) day trip is to be assigned. The trip will be assigned to Pilot A because he can cover the entire trip.

- (3) A pilot who has been awarded a reserve line may be called out for reserve duty prior to other reserve pilots who have already met the consolidation requirement.

5. Out-of-Base Reserve Duty

- a. A reserve pilot may volunteer to perform reserve duty out of his domicile for a period not to exceed five (5) days. Crew Scheduling will solicit volunteers from the domicile that contains the excess reserve staffing, in seniority order. Contact will be made by telephone.
 - (1) The trip rig will apply to all of the time the pilot is away from his domicile on the out-of-base assignment.
 - (2) A volunteer out-of-base reserve will have his schedule adjusted so that he may serve up to five (5) consecutive days out of base. Any days off that are moved to accommodate the out-of-base reserve duty will be restored either immediately prior to or immediately after the out-of-base period. No single days off will result from any schedule adjustments made pursuant to this provision.
 - (3) A volunteer out-of-base reserve will be provided with a hotel in a "downtown" or "downtown-like" location, with easy walking access to restaurants, shopping, and entertainment. If such accommodations are not available, the pilot will be provided with a rental car, at Company expense.

- b. If no pilot volunteers for an out-of-base reserve assignment, then the out-of-base reserve duty will be assigned in inverse order of seniority, but the pilot will not be required to perform reserve duty out of his domicile for a period of longer than two (2) consecutive days.
 - (1) The trip rig will apply to all of the time the pilot is away from his domicile on the out-of-base assignment.
 - (2) A pilot's originally scheduled days of work cannot be rescheduled to accommodate this assignment.
6. Ready Reserves (RR)
- a. The Company may designate no more than twenty-five percent (25%) of the total number of reserve lines, by position, as "ready reserve" (RR) lines on the bid package, unless twenty-five percent (25%) yields less than two (2) RR lines. If the 25 percent rule results in less than two (2) lines, the Company may post two (2) RR lines. The 25 percent maximum shall, in all other cases, be rounded down to the nearest whole number. For example, if there are 13 DEN CL-65 CA reserve lines, then the Company could post 3 of those 13 as RR lines.
 - b. An RR line will consist of RR duty only. A reserve line that is not designated as RR will not contain any RR duty. A pilot who is awarded a regular reserve line cannot be required to perform RR duty, but may consent to do so.
 - c. RR bid lines will specify the time period that a pilot will be required to remain at the airport, however, this time period will not exceed eight (8) hours in a calendar day. The specified time period may be modified after an assignment is made to afford the pilot the appropriate rest due him prior to reporting for his next assignment. In addition, Crew Scheduling may change the time period, so long as the notice is given on a prior day. A pilot will be returned to his originally bid time period no later than the next sequence of RR days.
 - d. A pilot who has not received a specific flight assignment within eight (8) hours of his report time will be released until his next scheduled duty period.

- e. The duty rig will apply to all RR time.
 - f. The maximum duty day for a RR who receives a flight assignment will be measured from his original report time at the airport and will be in accordance with Section 12.C.
 - g. A regular reserve pilot will be called out and assigned to cover the remainder of any trip assigned to an RR pilot, if a regular reserve is available.
 - h. A pilot will not be extended pursuant to Section 3.N. if an RR pilot (in the same position) is on duty and unassigned.
 - i. An RR pilot will be given either a single occupancy hotel room near the airport or a room at the airport dedicated to the exclusive use of RR pilots for all RR duty periods. If a room at the airport is used, it must be of sufficient size to comfortably accommodate the RR pilots on duty. The room will include a TV, table and chairs, a telephone, and a phone/modem line. A Lazy Boy chair will be available for each RR pilot on duty.
7. Release From Reserve Assignments
- a. When a reserve pilot has been scheduled for a trip, he may be released from reserve until the scheduled report time of that trip.
 - b. A reserve pilot who does not have an assignment on the last day of a scheduled sequence of reserve days may request an early release (but the request may not be made sooner than noon of that day). However, a reserve pilot must be released no later than the last Company flight out of the domicile (on the last day of the reserve sequence).
 - c. A reserve pilot must contact Crew Scheduling at the end of a flight assignment to determine whether he is being released for the purpose of obtaining rest or whether he is being kept available for additional duty. If the pilot is to remain on duty, he may not be required to remain at the airport longer than sixty (60) minutes without being given a specific flight assignment.

8. Assignment of Flying To Reserves

A trip will not be assigned to a reserve pilot sooner than the day before the scheduled departure of the trip. However, the trip will remain posted in open time, and the trip will be awarded to any pilot who is legal to take the trip up until 6 p.m. on the day prior to the trip. After 6 p.m., the trip may be awarded to a non-reserve pilot at the discretion of Crew Scheduling.

9. Trading Reserve Days

A reserve pilot may trade days of reserve with days off, provided Crew Scheduling concurs.

10. Reserve Days in Open Time

In addition to the reserve lines required by Paragraph 1, above, open reserve days may be made available for bid by any pilot. These days will be posted as part of the available open time. Open reserve days will be awarded on a first come, first served basis.

11. A reserve Captain will not be required to fly as a First Officer.

12. Company-Provided Beeper

The Company will provide a beeper for each reserve pilot, at no cost to the pilot. A beeper will not be provided to a pilot who has been awarded an open reserve day pursuant to paragraph N.10. above.

O. Continuous Duty Overnights

1. Definition

A continuous duty overnight is defined as a stand-alone pairing that begins after 1700 local, extends over two (2) calendar days, and contains a scheduled intervening layover of at least five (5) hours duration, but less than minimum rest.

2. Maximum Duty

A pilot performing a continuous duty overnight will not be scheduled for more than fourteen (14) hours of duty.

3. Maximum Number of Legs

- a. A continuous duty overnight will not be scheduled to include more than four (4) legs. If one of the destinations is a "special use" airport (as designated by the FAA), the continuous duty overnight will not be scheduled to include more than two (2) legs.
- b. If the intervening layover is scheduled for less than six (6) hours, the continuous duty overnight will not be scheduled to include more than two (2) legs.
- c. A pilot will not be scheduled for more than two (2) legs of flying after the scheduled intervening layover.

4. Pure CDO Lines

- a. Continuous duty overnights will be consolidated into lines consisting exclusively of CDOs ("pure CDO lines"). Any CDOs that cannot be placed into a pure CDO line may be placed on other lines; however, those remaining CDOs will be consolidated into the fewest possible lines containing both regular trips and CDOs ("mixed lines").
- b. The Company will not publish pure CDO lines in excess of the limitations stated on the grid below.

Total of Regular/Relief Lines By Position	Maximum Pure CDO Lines By Position
0 – 10	2
11 – 29	4
30 – 39	6
40 – 49	7
50 – 59	8
60 – 79	9
80 – 99	10
100 – 109	11
110 – 119	12
120 +	10%

Example: If the Company posts 55 Chicago CL-65 lines for bid, the total number of CDO lines cannot exceed 8 in number. Some CDOs may occur in other lines, but must be consolidated to the maximum extent

possible. Therefore, if the Chicago CL-65 schedule includes 3 CDO cities, 6 pure CDO lines will be constructed. Any remaining CDOs that cannot be placed into those 6 pure lines must be consolidated into another pure line, if legally (contract and FAR) possible. This line(s) would count toward the maximum number stated on the grid. If the remaining CDOs are not sufficient to construct a pure CDO line, non-CDO trips may be used to complete the line. In addition, if the remaining CDOs are not sufficient to fill a pure CDO line, they may be placed in open flying.

- c. If the Company believes the pilot schedules would be enhanced by exceeding the pure CDO line limitations stated above, it may propose such an exception to the ALPA Scheduling Committee Chairman. After reviewing the data, the Chairman may agree to permit the Company to exceed the limitation in any given month, but the agreement will state the specific exception being made, by position, and must be reduced to writing.

5. Maximum Consecutive CDOs

A line (including a relief line) that contains CDOs will be constructed so that the pilot flies no more than three (3) consecutive CDOs.

6. Minimum Days Off

- a. A regular line that contains three (3) consecutive CDOs will be scheduled so that the pilot receives at least three (3) complete calendar days off prior to, and at least three (3) complete calendar days off after the consecutive CDO pairings. This provision will not construed to require the Company to provide a pilot with three (3) consecutive days off prior to three (3) consecutive CDOs that commence on either the first, second, or third days of the bid period, nor must the Company provide a pilot with three (3) consecutive days off after three (3) consecutive CDOs that commence on the third to last, second to last, or last days of the bid period.
- b. If a pilot is scheduled to fly three (3) consecutive CDOs during the integration, he must be given two (2)

consecutive complete calendar days off following those CDOs.

- c. A line (regular or relief) that contains two (2) consecutive CDOs will be scheduled so that the pilot will receive at least one complete calendar day off immediately following those CDOs.
- d. A relief line that contains three (3) consecutive CDOs will be scheduled so that the pilot will receive at least two (2) complete calendar days off prior to, and at least two (2) complete calendar days off after the consecutive CDOs.

7. Reserves and CDOs

- a. A reserve pilot will not be required to fly more than three (3) consecutive CDOs.
- b. A reserve pilot who flies three (3) consecutive CDOs will be given two (2) consecutive complete calendar days off immediately following those CDOs.

8. No Extensions

No pilot will be extended (pursuant to Section 3.N.) on the same calendar day as he is required to fly a CDO.

P. Assignment of Open Time

- 1. After the Initial Award of Open Time (as described in 25.I.), open flying will be awarded or assigned in the following order of priority:
 - a. A pilot designated pursuant to the terms of this Agreement as having a right to the flying such as a pilot with an LC day(s) on his line, a green pilot, or a pilot in need of consolidation time.
 - b. A pilot who has expressed a desire to add trips, provided the pilot has submitted his request to add trips in writing. This provision shall not be construed to mean that a pilot must be available or accept the trip if contacted by Crew Scheduling.
 - c. A management pilot, at Company option, but not before forty-eight (48) hours from the scheduled departure of the trip.

- d. A reserve pilot in domicile who is scheduled for reserve duty, but not before 1800 Central Time on the day before the scheduled departure of the trip.
 - e. A reserve pilot from another domicile who is scheduled for reserve duty, but not before 1800 Central Time on the day before the scheduled departure of the trip.
 - f. The most junior qualified pilot available in the domicile, but no sooner than twenty-four (24) hours prior to the scheduled departure of the trip.
 - g. The most junior qualified pilot available in the system, but no sooner than twenty-four (24) hours prior to the scheduled departure of the trip.
2. A pilot will not be required to fly open time pursuant to paragraphs P.1.f. or g. above, or be extended for more than six (6) duty hours (measured from the scheduled termination point of the pilot's original trip hour period) or three (3) legs, whichever occurs first, pursuant to Section 3.N., for more than a total of ten (10) duty periods in a calendar year, unless the pilot consents to perform the flying. An extension of more than six (6) duty hours or three (3) legs, whichever occurs first, shall be known as a "qualifying extension event."

Example: A pilot is junior manned pursuant to Section 25.P. to fly one CDO (1 duty period), one 3-day trip (3 duty periods), and one 2-day trip (2 duty periods). The same pilot is extended to fly 2 round trips (4 legs) on three different days (3 duty periods), so that he now has a total of 9 duty periods. He could not be junior manned into a 2-day trip because that would take him over the cap, but he could be extended (more than 6 hours or 3 legs) or junior manned for one additional duty period in that year.

3. The Company will provide a pilot with a confirmation of an assignment to open flying (either junior man or qualifying extension event). The receipt will include the date, trip number, the total number of duty periods, and the name of the scheduler who made the assignment. The receipt will be provided to the pilot, in the manner specified by the pilot (i.e. fax, V-file, E-mail, etc.), within three (3) days of the event.

4. A log that includes all qualifying extension and junior manning events will be maintained and made available during normal business hours to the ALPA Grievance Chairman, or his designee, upon request.
- Q. No Captain, except an IOE Line Check Airman, will be required to fly as a First Officer. A Line Check Airman will only fly as a First Officer when no other First Officer is available. A Line Check Airman may not pick up First Officer open time.

SECTION 26
GENERAL

- A. A pilot will not be required to pay for the use of any equipment required for training or equipment used in scheduled operations, e.g., maps, enroute charts, approach plates, Coast and Geodetic or Jeppesen Manuals, etc. The cost of any training required of a pilot will be borne by the Company. The Company will supply one (1) set of approach plates and updates for each pilot who will be responsible for keeping them current.
- B. The Association will be permitted access to all current Company policy manuals, aircraft flight manuals, and pilot operating manuals applicable to or for which a pilot is responsible. The Association shall be permitted to copy and utilize portions of such manuals in conjunction with the Association's representation of pilot(s) covered by this Agreement.
- C. A pilot will not be fined or required to pay for any damage to any equipment operated in the service of the Company except when caused by the gross negligence or willful and wanton conduct of the pilot.
- D. Nothing in this Agreement will limit or deny a pilot any rights or privileges to which he may be entitled under the Railway Labor Act, as amended.
- E.
 - 1. Any personnel file (including the personnel file maintained by Employee Relations, the "base" file and the training/testing file maintained by the Flight Operations Department) maintained by the Company will be available for inspection and duplication by the pilot during regular business hours. A pilot will be advised of any material of a critical or unfavorable nature at the time such material is placed in any file, and notice will be effectuated by requiring the pilot to sign the document thereby acknowledging receipt, and such signed copy will be maintained in the file. A document of a critical or unfavorable nature will be removed from all files maintained by the Company, at the pilot's request, after twenty-four months from the date the pilot signs the document, unless the Company is otherwise required to maintain a record of the event in accordance with federal law.
 - 2. The Company shall not refer to any aspect of a pilot's past training record in a training/competency related grievance/arbitration proceeding that predates the event giving rise to the grievance by more than five (5) years. However, the Company may introduce a training record(s) to

show where the pilot stands in relation to the relevant contractual provisions as set out in Section 11. For example, if a pilot fails upgrade training in 1998, and again unsuccessfully attempts to upgrade in 2000, and again unsuccessfully attempts to upgrade in 2005, the Company may refer to the unsuccessful attempts dating back to 1998 because those events demonstrate that this was the pilot's third, and contractually final attempt at upgrade before being permanently returned to his previous position.

The Company shall not refer to any aspect of a pilot's past training record in a non-training related grievance/arbitration proceeding that predates the event giving rise to the discipline or discharge that predates the event giving rise to the grievance by more than two (2) years.

- F. All orders to a pilot involving a change in domicile assignment, promotion and demotion, furlough and recall will be in writing. All orders to a pilot involving: a) the granting of, or b) a change in the terms of, or c) a termination of a leave of absence shall be issued to the pilot by certified mail, return receipt requested.
- G. A pilot requested or required by the Company or an appropriate government agency to participate in an aircraft accident investigation involving Company aircraft and pilots will do so without loss of pay.
- H. The Company and the Association will share the cost of printing the collective bargaining agreement. The Company will provide each pilot with a copy of this Agreement within thirty (30) days after receipt from the Association.
- I. An Association representative will be afforded the time and opportunity to speak to new pilots during the training period.
- J. The Company will provide on-line business passes in accordance with the Company's pass policy for Association staff representatives and Company ALPA pilot representatives for the purpose of official business conducted with the Company. The passes must be approved by the Vice President of Employee and Labor Relations prior to issuance.
- K. Either party may at any time propose in writing any amendment that it may desire to make to this Agreement. If such amendment is agreed to by both parties, the amendment will be incorporated into this Agreement.
- L. In accordance with the established policy of the Company and the Association and applicable law, there will be no discrimination

under this Agreement because of race, sex, handicap, sexual preference, religion, age, veteran status, or national origin.

- M. Masculine pronouns used herein shall include the feminine, unless specifically provided for otherwise.
- N. Crew Scheduling/Flight Dispatch Tapes
1. All recordings shall be kept in secure (locked) storage. Access to the storage facility will be limited to management personnel.
 2. All tapes will be retained for a period of no less than thirty (30) days, except in instances where there is a dispute regarding a specific recorded conversation, in which case the relevant portion of the tape will be copied and retained.
 3. Upon request from the MEC Chairman or Grievance Chairman to the Chief Pilot, the MEC or Grievance Chairman will be afforded access to a specific recorded conversation, and upon request, be provided with a copy.
 4. The Grievance Chairman and the pilot will be notified when an investigation reveals that a specific recorded conversation may be used in a disciplinary matter involving a pilot. The Grievance Chairman, or his designee, will have the opportunity to listen to the tape prior to the investigatory meeting with the pilot.
 5. Prior to implementing tape recording on other lines, the Company will so advise the Association.
 6. Prior to erasing any recorded tape that has been or is to be released to any third party, the Company will so notify and permit the Association and the affected pilot to review the relevant portions of the tape in their entirety. A copy of the relevant portions of the tape will be copied and made available to the affected pilot, at his request.
- O. In the event that a passport, visa, and/or immunization becomes necessary for international flight duties or training, the Company will reimburse the pilot for the cost.
- P. The Company will provide the Association with an annual account of the W-2 earnings for each pilot on the seniority list. Such information will be forwarded to the Membership Services Department at ALPA's National offices no later than February 15 for the previous calendar year. This information will be kept confidential and shall be used for the exclusive purpose of

ensuring compliance with the provisions of Section 29 – Agency Shop.

Q. Monitoring Devices

1. The Company shall not use any information gathered from a cockpit voice recorder (CVR) and/or video recorder (CVVR) in any disciplinary or discharge action. The Company will not regularly or randomly review flight recorder data for the purpose of discovering individual pilot irregularities.
2. Any time the Company reviews the CVR, FDR, or CVVR in conjunction with an incident or accident, the Association will be invited to listen to the CVR and will have access to the FDR and CVVR data.
3. Videotapes made of a pilot's performance in the simulator or aircraft will be shown to the pilot upon completion of the training session/proficiency check, and erased in the pilot's presence. If erasure is not possible, the pilot will be given the videotape for erasure, and will return it to the Company.
4. The Company shall notify the MEC Chairman and the ALPA Contract Administrator in writing, not less than ninety (90) days prior the installation of any device, equipment, or system that is capable of monitoring and/or transmitting pilot performance data on an aircraft.

R. Passes

The following pilots, their family members, and other designated persons are eligible for the Company on-line pass privileges in accordance with the Company's pass policy:

1. A pilot on the active payroll of the Company;
2. A furloughed pilot during the first thirty (30) days of the furlough;
3. A retired pilot with at least ten (10) years of active service and who has reached fifty-five (55) years of age;
4. A medically retired pilot (i.e., a pilot who is not qualified to hold a medical certificate, and who has at least five (5) years of active service, and who has reached fifty-five (55) years of age);
5. The unmarried widow and dependent children (up to twenty-one (21) years of age) of a pilot who dies while

employed by the Company will be entitled to the same number of passes as the pilot would have been entitled to, for the ten (10) years following the pilot's death.

S. Jumpseat

When it is not required to have the cockpit jumpseat occupied for Company purposes (e.g., FAA Flight Checks, cockpit familiarization, deadheading crewmembers), the Captain will have the authority to allow flight crewmembers of the Company, or another 121 certificated carrier, or a carrier with whom the Company has a reciprocal jumpseat agreement to occupy the flight deck jumpseat or any available seat in the cabin. Jumpseat priorities, policies, and procedures will be outlined in the F.O.M., and "priorities" will not be amended without the written consent of the ALPA Jumpseat Chairman.

T. Commuter Policy

This policy is designed for commuters in an attempt to assist them in their commute under unusual circumstances. This policy applies only when a pilot is traveling from his permanent address to his assigned domicile, and only on airlines for which the Company has direct access to the computer reservation system. A pilot will not receive any discipline, nor will his unavailability be counted as an "event" or "occurrence" under the Company's Attendance policy, provided the pilot complies with the following:

1. The commuting pilot will have one original and one back-up flight to his domicile, the first of which must be scheduled to arrive at least two (2) hours prior to the check-in time for the trip in question, and the second must be scheduled to arrive at least one-half (0.5) hour prior to check-in time. The above requirements do not relieve the commuting pilot of his responsibility of exercising good judgment when considering when it is appropriate to start his travel to his domicile. For example, waiting to commute on the day a trip is scheduled to start when there is a forecast of severe winter weather would not be considered "good judgment." A pilot who is deemed not to have exercised "good judgment" in regards to his commute is not covered under this Section and will be subject to the provisions of the Company's attendance policy.
2. At least one (1) hour prior to the back-up flight, the pilot will contact Crew Scheduling and request to speak to the Chief Pilot, and if he is not available, will ask to speak with any available Flight Department manager.

3. The pilot will provide the Flight Department with the flight number of the original and back-up flights. The Company will verify that the pilot was listed for the original flight, and that the original and the back-up flights were scheduled to arrive at least two (2) hours and one-half (.5) hour prior to the scheduled report time, respectively.
4. The Company, if able, may elect to provide positive space transportation for the back-up flight, request that the pilot get to work on the first available flight, or remove the pilot from the trip.
5. A pilot will not be paid or credited for any portions of the trip or duty period for which he was unavailable. This includes the daily minimum credit that might otherwise apply.
6. A pilot whose original trip does not return to the domicile may be assigned to any other trip, provided that the trip ends on the same day as the originally scheduled trip. A pilot who is reassigned will be credited for the trip he actually flies.
7. The pilot and the Company may mutually agree to any other reassignment.

SECTION 27
INSURANCE BENEFITS

A. Life Insurance

1. a. The Company will provide and pay the premium for basic group term life insurance for all active pilots. The life insurance for Captains will be one hundred fifty percent (150%) of the pilot's annual earnings, with a minimum benefit of seventy-five thousand dollars (\$75,000). The life insurance for First Officers will be one hundred fifty percent (150%) of the pilot's annual earnings, with a minimum benefit of fifty thousand dollars (\$50,000). "Annual earnings" means current (at time of death) hourly pay rate times eighty (80) hours times twelve (12) months.
- b. A living benefit option will be included in the life insurance contract. This benefit will allow a terminally ill pilot to choose to receive a percentage (in accordance with the plan provisions) of his benefit prior to death.

2. Supplemental Life Insurance

- a. A pilot may purchase an additional three hundred thousand dollars (\$300,000) (in \$10,000 increments) in life and accidental death and dismemberment insurance at group rates/age based in accordance with the terms and conditions of the policy.
- b. A pilot may purchase up to fifty thousand dollars (\$50,000) (in \$10,000 increments) in life insurance for the spouse at group rates/age based, in accordance with the terms and conditions of the policy.
- c. A pilot may purchase up to ten thousand dollars (\$10,000) (in \$2,500 increments) in life insurance for a child(ren), in accordance with the terms and conditions of the policy.

3. Accidental Death and Dismemberment Insurance

A pilot may purchase up to three hundred thousand dollars (\$300,000) (in \$10,000 increments) in accidental death and dismemberment insurance at group rates/age based, in accordance with the terms and conditions of the policy. In order to purchase this insurance, a pilot must purchase supplemental life insurance in the same amount.

4. Any required taxes on the above mentioned benefits will be passed on to the pilot.

B. Health Plan

1. Indemnity Plan

The Company will provide health insurance for the pilots. An annual deductible of \$250.00 individual / \$750.00 family will apply to the health insurance coverage. Once that deductible has been met, the insurance coverage will provide for 80% of the covered health care costs, and the remaining 20% of those costs will be borne by the pilot up to a maximum of \$1,300 per year (including the deductible). Once a pilot reaches the \$1,300 maximum, the reimbursement will be at 100% of eligible expenses for the duration of the calendar year.

2. Preferred Provider Organizer (PPO)

The Company will offer alternative health care in the form of a nationwide PPO. A pilot's monthly premium will be lower than that offered to pilots under the health insurance coverage specified in Paragraph 1. above.

3. Health Maintenance Organization

The Company will offer alternative health care in the form of an HMO at all pilot domiciles.

4. Unavailability of HMO or PPO at a Pilot Domicile

At pilot domiciles where neither an HMO nor PPO is available, the Company will make the health insurance coverage described in Paragraph 1 available to the affected pilots at a monthly premium no greater than the lesser of the premium cost for an HMO or a PPO at the nearest pilot domicile that offers an HMO or PPO.

5. Retiree Medical Benefits

NOTE: In order to be eligible for these benefits, a pilot must, in the plan year of his retirement, be participating in the plan(s) that he wishes to continue after retirement.

- a. Medical

A pilot who retires at the normal retirement age of sixty (60) years of age may elect to continue to be covered

by a Company health plan for five (5) years from the date of retirement. The pilot will pay twenty-five percent (25%) of the premium cost for the health plan selected, and the Company will pay the other seventy-five percent (75%) of the cost.

b. Dental

A pilot may continue his dental coverage by paying the COBRA premium rate for the same five (5) year period. Thereafter the retiree will be responsible for his own premiums through COBRA.

6. Lifetime Maximum

The lifetime maximum benefit for the indemnity and PPO health care plans shall not be less than two million dollars (\$2,000,000.00). The lifetime maximum benefit for an HMO is governed by the individual HMO plan.

C. Dental Plans

1. The Company will provide a nationwide dental insurance PPO plan with both in- network and out-of-network benefits. The benefit levels for in-network and out-of-network coverage shall be identical, except that the annual individual maximum for in-network benefits shall be \$1,250.00 and the annual individual maximum for out-of-network benefits shall be \$1,000.00. However, the combined individual in- and out-of-network benefit shall not exceed \$1,250 per calendar year.
2. The Company shall offer a national Dental Maintenance Organization (DMO) option to the pilots. The Company will be responsible for paying 75% of the premium for this coverage and the pilot will be responsible for paying 25% of the premium.

D. Annual Premium Adjustments For Medical and Dental Plans

1. Annual Meeting to Review Premiums

Upon request of the Association, the Company will meet to review the basis for any proposed change to the pilot medical and/or dental premiums for the next benefit year. The Company will share the relevant data. The meeting will occur before any revised premiums are announced. In addition, the Company will also provide information pertaining to any planned vendor changes for the new plan year.

2. Pilot Premium Share

- a. Unless another employee group(s) pays less for either health and/or dental insurance, a pilot will pay twenty-five per cent (25%) of the premium cost for the health and/or dental plan he selects (Indemnity, EPO, PPO, or HMO) and the Company will pay the other seventy-five percent (75%). If another employee group(s) pays less for either health and/or dental, a pilot will pay the same (i.e. lower) percentage of the premium cost as that applicable to the other employee group(s).
- b. The total cost will be calculated in accordance with Sections 27.D.1. above and 27.D.3. below. The cost of each plan will be calculated separately, and the cost of the separate HMO and PPO plans will be calculated by location. For example, if an HMO available only to Appleton-based pilots costs less than an HMO available only to Chicago-based pilots, then the premium charged to Appleton-based pilots would be lower than the premium charged to the Chicago-based pilots. A PPO available only in the Denver area may have a different cost than a nation-wide PPO. However, pilots participating in a nation-wide PPO will be charged the same premium.

3. Formula

The following formula will be utilized in determining each year's projected increases or decreases in self-insured medical and dental costs.

The total per capita cost for each year after 2001 will be the sum of:

- the "Average Per Capita Paid Claims" plus
- the "Actual Per Capita Administration Fee" plus
- the "Actual Per Capita Stop Loss Premium"

a. Definitions

(1) "Average Per Capita Paid Claims"

For each year the actual paid claims (less claims covered by the specific stop loss insurance) for the most recent period August 1 through July 31st for all Air Wisconsin Airlines Corporation (AWAC) employees will be totaled for each plan

separately and divided by the average headcount for each plan for the period.

- (a) The average headcount for the self-insured HMO plan will be determined by using the most recent 12 month period beginning June 1st and ending May 31st.
- (b) The average headcount for the self-insured Medical PPO/Indemnity and Dental plan will be determined by using the most recent 12 month period beginning May 1st and ending April 30th.
- (c) The per capita average paid claims by plan will be adjusted for trend (inflation and utilization) by plan type in accordance with this paragraph. The trend factors may vary by plan type, geographic region and group size and will be those applicable to January 1st renewals being calculated during the 3rd quarter. The average of these annual trend factors provided by two agreed upon healthcare providers (currently CIGNA and United Healthcare) will determine the annual trend factor for AWAC's plans. These annual trend factors will then be adjusted to 18 month trend factors (midpoint of the claim data period to the midpoint of the projected cost period).

(2) "Actual Administration Fee"

The administration fee will include each self-insured vendor's fee for the ensuing year for claims payment administration, utilization review and network access fee. It will also include fees for general services such as COBRA and HIPPA administration.

(3) "Actual Stop Loss Premium"

This represents the actual per capita cost for individual and aggregate stop loss coverage for the ensuing year.

Appendix C identifies all the components to be used to determine the ensuing year's total per capita cost (including paid claims, administration, and stop loss)

and the resulting increase/decrease in pilot contributions.

Appendix D demonstrates how per capita rates are converted to a three-tier premium rates.

E. In the event that the health or dental insurance benefits (including employee contributions) offered to any employee group(s) at the Company are improved, the employees covered by this Agreement shall receive the same benefits at the same costs.

F. Flexible Spending

1. A flexible spending plan will be offered to the pilots. The plan will include a medical care account, dependent care account, pre-tax premiums and vacation buy/sell (on a dollar for dollar basis).
2. A pilot is entitled to defer three thousand five hundred dollars (\$3,500) to his medical care account.
3. A pilot is entitled to defer up to the IRS maximum to his dependent care account.

G. Short-Term Disability Insurance

1. Eligibility

The Short-Term Disability plan will provide benefits for any period of time a pilot is not medically qualified for flight duty.

2. Filing a Claim

A pilot must file a claim form in order to become eligible to receive Short-Term Disability benefits. Claim forms are available through Employee Relations.

3. Eligibility Review Panel

The Eligibility Review Panel will consist of one (1) member appointed by the Association and one (1) member appointed by the Company. The jurisdiction of the panel is limited to determining the eligibility of a pilot for Short-Term Disability benefits.

4. Review of Panel Decisions

If the Panel members disagree about whether a pilot is medically able to perform the duties of a pilot, or at the

request of the Panel or the pilot, the issue will be submitted for final decision to an Aviation Medical Examiner mutually agreed to by the parties. The cost of the exam will be divided equally between the Company and the pilot.

5. Requirement to Exhaust Sick/Vacation Leave

A pilot will not be eligible for this benefit until his sick leave and unused vacation benefits are exhausted, or seven (7) days have passed, whichever comes later. Sick leave will be used prior to vacation.

- a. When sick leave hours are depleted to a level that covers only a portion of a day, the sick leave will be completely depleted on that day, and any remaining vacation leave will be applied to the following day.
- b. Sick leave means the sick leave a pilot has accrued as of the date the disability begins, as set out in Section 14. Vacation means the vacation a pilot has accrued in the previous year and may be used in the year the disability commences. Any partial vacation day will be rounded up to a full day.
- c. In the event a pilot has seven (7) or more days of accrued sick leave and/or vacation, the pilot is eligible to receive short term disability benefits on the day following exhaustion of both the pilot's sick and vacation leave accounts, or the first day of the next bid period if his total compensation for the previous month exceeded the monthly guarantee, whichever is later.

Example: A pilot with a final bid award has 20 hours in his sick bank and one (1) week of unused vacation. Sick days will be applied to the scheduled days of work, and then vacation will be applied to each succeeding day. The pilot would become eligible for short-term disability benefits once his vacation is exhausted.

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Scheduled Pay Credit	6.0	4.5	5.0	3.4							4.5	4.0	6.0	5.5	
Sick/Vacation		SK	SK	SK	SK						SK	VA	VA	VA	VA
	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
Scheduled Pay Credit				6.0	5.0	3.0	4.5			4.5	3.0	6.0	5.5		
Sick/Vacation		VA	VA	VA			Start Disability Benefits								

Example: A pilot without a final bid award has 23 hours of sick leave remaining and two (2) weeks of vacation. Sick days are prorated and applied to each day, and vacation will

be applied to each succeeding day. A pilot is eligible for short term disability when is vacation is exhausted.

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Scheduled Pay Credit															
Sick/Vacation	SK	SK	SK	SK	SK	SK	SK	SK	SK	SK	VA	VA	VA	VA	VA
	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
Scheduled Pay Credit															
Sick/Vacation	VA	VA	VA	VA	VA	VA	VA	VA	VA	VA	Start Disability Benefits				

- d. In the event a pilot has seven (7) or less days of accrued sick leave and/or vacation, he will use all of the leave he has, but must wait until seven (7) days have passed from the date of disability to be eligible for short term disability.

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Scheduled Pay Credit		6.0	4.5	5.0	3.4					4.5	5.0	6.0	5.5		
Fly/Sick/Vacation		SK	SK	SK	SK					SK	NA	NA	NA	NA	NA
	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
Scheduled Pay Credit			6.0	5.0	3.0	4.5				4.5	3.0	6.0	5.5		
Sick/Vacation		NA	Start Disability Benefits												

6. Pay

A pilot eligible for Short-Term Disability will be paid sixty-six percent (66%) of eighty (80) hours for each month (prorated for portions of a month) on a semi-monthly basis at the pilot’s applicable hourly rate immediately prior to the time the disability commences.

“Prorated for portions of a month” will be applied by dividing 66% of 80 hours (52.8) by the number of days in the month and multiplying that number by the number of days to be paid disability payments.

Example: Disability payment starts April 16.

$$52.8 \text{ divided by } 30 = 1.76 \times 15 \text{ days} = 26.4 \text{ hours.}$$

7. Commencement of Payments

Payments will commence on the first payday following the date that the disability verification documents are processed by the Eligibility Review Panel.

8. Duration of Benefit

A pilot will be eligible to receive Short-Term Disability payments for a total period not to exceed one hundred eighty (180) days (including any weeks or partial weeks that a pilot is using sick and/or vacation leave).

9. Shared Funding

Funding for this benefit will be equally divided between the pilots and the Company. When a pilot draws a Short-Term Disability benefit, one-half of the benefit will be drawn from the pilot bank, and one-half will be paid by the Company.

10. Pilot Bank

- a. Pilots will bank one (1) hour per month for the first three (3) months of the plan only and no more than one-half hour per month thereafter. When the pilot bank reaches \$60,000.00, pilot banking will cease. When the bank falls below \$40,000.00, the pilots will resume making contributions until the bank reaches \$60,000.00.
- b. All pilots will be uniformly required to bank by month, and the bank may exceed \$60,000 due to excess from the last month's collection.
- c. In the event that the funding levels are found to be inadequate, the Company and the Association will meet and agree to revised funding levels.

11. Accounting

Panel members will notify the appropriate Company personnel regarding the commencement and cessation of banking payments, and will be charged with devising a semi-annual accounting statement which will reflect the total amount of dollars withdrawn and the total amount of dollars remaining in the bank.

H. Long-Term Disability Insurance

1. The Company shall offer a long term disability insurance plan that provides a pilot with sixty percent (60%) of his monthly wages (based on 80 hours per month), to a maximum benefit of \$6,000 per month. The Company and the pilots shall each pay for one-half of the cost of the plan. Each pilot will be required to participate in the plan as a condition of employment. The Company is therefore authorized to make the appropriate deduction from the pilot's payroll check.
2. A pilot must file a claim form (no later than the 210th day of the disability) in order to become eligible to receive long term disability benefits. Claim forms are available through Employee Relations.

3. The Long-Term Disability benefit shall begin on the 181st day following the commencement of the disability. A pilot should refer to the policy for the specifics of the duration of the benefit, but generally, a pilot will be eligible to receive benefits for one year following the 181st day if he cannot perform his own occupation, and until he reaches age 65 if he cannot perform any occupation based on his education, training, and experience.
4. A pilot's monthly cost will be calculated using the pilot's hourly pay rate multiplied by eighty (80) hours, multiplied by the premium rate, divided by two (2). The initial monthly premium rate is thirty-five cents (\$.35) for each one hundred dollars (\$100) of insured pay, guaranteed for two (2) years, but is subject to change in accordance with the terms of the policy. A pilot will not be charged for a benefit that exceeds six thousand dollars (\$6,000) per month. Therefore, if the rate is thirty-five cents (\$.35) per one hundred dollars (\$100), the maximum a pilot will be charged is ten dollars and fifty cents (\$10.50) per month.

Example: The insurance costs 35 cents for each \$100 dollars of pay per month. A pilot's hourly pay rate is \$70.00 per hour. $80 \text{ (hours)} \times \$70.00 \text{ (hourly pay rate)} \times .0035 \text{ (premium rate)}$, divided by 2 (pilot's half of cost) = \$9.80 per month.

5. All benefits payable under this plan will be in accordance with the insurance contract.

I. General

1. The Company will provide a level of benefits and coverage that is substantially equivalent to that which is outlined in the Company's Summary Plan Descriptions for the Medical and Dental Indemnity and PPO Plans in effect on September 11, 2001.
2. The Company will provide ALPA with notice of any anticipated change in benefits or coverage for the Plans identified in paragraph I.1. above as soon as reasonably practical, but no less than twenty (20) days before the effective date of the change.

SECTION 28
RETIREMENT

- A. The Company shall contribute to the 401(k) plan on behalf of each eligible pilot an employer contribution in an amount equal to three percent (3%) of each such pilot's regular wages, including overtime and bonuses, which contribution shall be made without regard to whether the pilot makes salary deferral contributions. The Company contribution shall be payable on a quarterly basis, and each quarterly payment shall be made by the Company within thirty (30) days after the last day of each calendar quarter.
- B. The Company shall make matching employer contributions to the 401(k) Plan on behalf of each eligible pilot who makes salary deferral contributions to the 401(k) Plan. The Company's matching employer contribution shall be made within thirty (30) days after the end of each calendar month in which the pilot made a qualifying salary deferral. The Company's matching contribution shall be in an amount equal to a percentage of each pilot's regular wages, including overtime and bonuses, based on the amount of salary deferral contributions made by the pilot in accordance with the following schedule:

<u>Pilot Elective Deferral</u>	<u>Company Matching Contribution</u>
3% - 4%	1%
5% - 6%	2%
7%	3%
8%	4% (Effective July 1, 2006)
9%	5% (Effective July 1, 2008)

Effective as of July 1, 2006, for each pilot who makes a salary deferral contribution of eight (8) percent or more of regular wages, including overtime and bonuses, the Company shall make matching employer contributions to the 401(k) Plan in an amount equal to four percent (4%) of the pilot's regular wages. Effective July 1, 2008, the maximum matching employer contribution payable to the 401(k) Plan by the Company shall be five percent (5%) of the pilot's regular wages.

- C. To the extent allowed under applicable law, a pilot who has made salary deferrals entitling him to receive matching employer contributions from the Company shall continue to receive such matching employer contributions throughout the plan year even with respect to periods after such pilot has reached the maximum salary deferral limit under the law.
- D. A pilot shall not be eligible to receive any Company contributions to the 401(k) Plan under paragraphs A. and B. above until the

pilot has accumulated twelve (12) months of active service (whether or not consecutive) with the Company or an Affiliate beginning with the pilot's date of hire. For purposes of this provision, a month of service shall be credited when the pilot performs an hour of service in such month.

- E. The contributions made by the Company in accordance with paragraphs A. and B. above shall vest in accordance with the following schedule:

<u>Years of Vesting Service</u>	<u>Vesting Percentage</u>
Less than 2	0 %
2	20 %
3	40 %
4	60 %
5	80 %
6 or More	100 %

A pilot shall be credited with a year of vesting service for each plan year in which the pilot accrues at least four hundred twenty-five (425) hours of service. In the event that a pilot is medically retired from employment with the Company, such a pilot shall become one hundred percent (100%) vested in his or her 401(k) Plan account. A pilot shall be treated as medically retired if the pilot retires due to a loss of his or her applicable FAA certificate for medical reasons. All forfeitures of Company contributions shall be used to reduce future Company contributions to the 401(k) Plan.

- F. The Association shall administer the 401(k) Plan, and shall be entitled to designate certain person or persons to act as administrator of the plan. The Association shall provide regular reports to the Company relating to the administration of the 401(k) Plan, including reports relating to the investment of plan assets by the trustee of the 401(k) Plan and any other reports reasonably requested by the Company. No amendment may be made to the 401(k) Plan without the mutual consent of the Company and the Association.
- G. A copy of the 401(k) Plan will be provided to each pilot upon request.

SECTION 29
AGENCY SHOP AND DUES CHECKOFF

- A. Each pilot of the Company covered by this Agreement shall be required, as a condition of employment, beginning sixty (60) days after the effective date of this Agreement or sixty (60) days after the completion of his probationary period, whichever shall last occur (1) to be or become a member of the Association, or (2) to pay to the Association a monthly service charge for the administration of this Agreement and representation of the pilot. Such monthly service charge shall be equal to the Association's regular monthly dues, initiation fee, and periodic assessments, including MEC assessments, which would be required to be paid by such pilot if a member.
- B. The provisions of this Section shall not apply to any employee 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 member, 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 initiation (or reinstatement) fees, dues and assessments uniformly required by the Association or the Air Wisconsin MEC. Nothing in this section shall require the payment of any initiation (or reinstatement) fee, by any pilot not required to make such a payment pursuant to the Association's Constitution and By-Laws. The Association shall treat members and nonmembers alike in calculating the amounts due, in establishing the due date of payments and in determining whether a pilot's account is delinquent.
- C. If any pilot of the Company covered by this Agreement becomes delinquent in the payment of his service charge or membership dues, the Association shall notify such employee by Certified Mail, Return Receipt Requested, copy to the Managing Director-Flight Operations of the Company, or his designee, that he is delinquent in the payment of such service charge or membership dues as specified herein, the total amount of money due and the period for which he is delinquent, and is subject to discharge as a pilot of the Company. Such letter shall 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 shall be deemed to be received by the pilot, whether or not it is personally received by him, when mailed by the Treasurer of 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 shall 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 still remains delinquent, the Association shall certify in writing to the Managing Director-Flight Operations, copy to the pilot, both by certified mail, return receipt requested, that the pilot has failed to remit payment within the grace period allowed and is therefore to be discharged. The Managing Director-Flight Operations shall thereupon take proper steps to discharge such pilot from the service of the Company.
- E. A protest by a pilot who is to be discharged as a result of an interpretation or application of the provisions of this Section shall be subject to the following procedures:
1. A pilot who believes that the provisions of this Section have not been properly interpreted or applied as they pertain to him, may submit his request for review in writing within ten (10) days from the date of receipt of this notification by the Managing Director-Flight Operations as provided in paragraph D. above. The request must be sent by certified mail, return receipt requested, to the Managing Director-Flight Operations, or his designee, who will review the protest and render his decision in writing not later than ten (10) days following receipt of the protest.
 2. The Managing Director-Flight Operations, or his designee, shall forward his decision to the pilot, with a copy to the Association, both by certified mail, return receipt requested. Said decision shall be final and binding on all interested parties unless appealed as hereinafter provided. If the decision is not satisfactory to either the pilot or the Association, then either may appeal within ten (10) days from the receipt of the decision, by filing a notice of appeal. Such notice shall be sent to the other party and to the Company, by certified mail, return receipt requested. Appeal shall be directly to a Neutral Referee who shall be agreed upon by the pilot and the Association within ten (10) days after receipt of the notice of appeal. In the event the parties fail to agree upon a neutral referee within the specified period, either the pilot or the Association may request the National Mediation Board to name such Neutral Referee. The hearing before the neutral shall be as soon as possible, and the decision of the neutral referee shall be requested within thirty (30) days after the hearing. The decision of the Neutral Referee shall be final and binding on all parties to the dispute. The fees and charges of such neutral referee shall be borne equally by the pilot and the Association.

- F. During the period a protest is being handled under the provisions of this Section, and until final award by the Managing Director-Flight Operations, his designee or the neutral referee, the pilot shall not be discharged from the Company nor lose any seniority rights because of noncompliance with the terms and provisions of this Section.
1. A pilot discharged by the Company under the provisions of this Section shall be deemed to have been “discharged for cause” within the meaning of the terms and provisions of this Agreement.
 2. It is agreed that the Company shall not be liable for any time or wage claims of any pilot discharged by the Company pursuant to a written order by an authorized Association representative under the terms of this Section.
 3. The Association agrees to indemnify and hold the Company harmless against any suits, claims, and liabilities which arise out of or by reason of any action taken by the Company pursuant to a written order from an authorized Association representative under the terms of this Section.

G. Method of Payment

1. During the life of this Agreement, the Company agrees to deduct from the pay of each pilot covered by this Agreement and remit to the Air Line Pilots Association, International, membership dues uniformly required by the Air Line Pilots Association, International, as a condition of acquiring or retaining membership, and in accordance with the provisions of the Railway Labor Act, as amended, or a service charge provided such pilot voluntarily executes the following agreed upon form. This form, “Assignment and Authorization for Payment of Association Service Charge and Dues”, also to be known as Service Charge and Dues Form, shall be prepared and furnished by the Air Line Pilots Association, International.

ASSIGNMENT AND AUTHORIZATION FOR
PAYMENT OF
ASSOCIATION SERVICE CHARGE AND DUES

TO: AIR WISCONSIN AIRLINES CORPORATION

I, _____, hereby authorize
Name—Print Initials and Last Name

and direct Air Wisconsin Airlines Corporation to deduct from my pay such monthly dues as are now or may hereafter be established in accordance with the Constitution and By-Laws of the Association, or service charge in an amount equal to such dues for remittance to the Air Line Pilots Association.

I agree that this authorization shall be irrevocable for one year from the date hereof or until termination of the check-off agreement between Air Wisconsin Airlines Corporation and the Association, whichever occurs sooner.

If the check-off agreement is terminated, this authorization shall be automatically terminated. In the absence of a termination of the check-off agreement, this authorization may be revoked effective as of any anniversary date of the signing hereof by written notice given by me to Air Wisconsin Airlines Corporation and the Association by Certified Mail, Return Receipt Requested, during the ten (10) days immediately preceding any such anniversary.

Signature of Pilot _____

Address of Pilot _____

Pilot Payroll Number _____

Domicile _____

Date _____

2. When a pilot properly executes such Service Charge and Dues Form, the Treasurer of the Air Line Pilots Association, International, shall forward an original copy to the Director of Operations, Air Wisconsin Airlines Corporation. Any Service Charge and Dues Form which is incomplete or improperly executed will be returned to the Treasurer. Any notice of revocation as provided for in this Agreement or Railway Labor Act, as amended, must be in writing, signed by the pilot and delivered by Certified Mail, addressed to the Director of Operations, Air Wisconsin Airlines Corporation with a copy to the Air Line Pilots Association, International. Service Charge and Dues Forms and notices received by Air Wisconsin will be stamp dated on the date received and not when mailed.
3. When a Service Charge and Dues Form, as specified herein, is received by the Director of Operations, Air Wisconsin Airlines Corporation on or before the first day of the month, deductions will commence with the second payday of the month following, and will continue thereafter until revoked or cancelled as provided in this Section. The Company will remit to the Air Line Pilots Association, International, a check in payment of all dues and assessments collected on a given payday, on or as soon after the payday as possible. These remittances will be subject to normal accounting practice with respect to adjustments necessary because of the methods involved in the deduction procedure. The Company remittance of Air Line Pilots Association membership dues to the Air Line Pilots Association will be accompanied by a list showing names, payroll numbers and amounts deducted for pilots for whom deductions have been made in that particular period.
4.
 - a. No deductions of Air Line Pilots Association dues will be made from the wages of any pilot who has executed a Service Charge and Dues Form and who has been transferred to a job not covered by this Agreement, who is on furlough, or who is on leave without pay. Upon return to work as a pilot covered by this Agreement, whether by transfer, termination or leave without pay, or recall from furlough, deductions shall be automatically resumed, provided the pilot has not revoked the assignment in accordance with the other appropriate provisions of this Section and of the Railway Labor Act, as amended.
 - b. A pilot who has executed a Service Charge and Dues Form and who resigns or is otherwise terminated (other than by furlough) from the employ of the Company, shall be deemed to have automatically revoked his assignment and if he is re-employed, further deductions of Air Line Pilots association dues will be made only upon execution and receipt of a new Service Charge and Dues Form.

5. Collections of any back dues owed at the time of starting deductions for any pilot and collection of dues missed because the pilot's earnings were not sufficient to cover the payment of dues for a particular pay period, will be the responsibility of the Air Line Pilots Association and will not be the subject of payroll deductions.

6. Deductions of membership dues shall be made monthly provided there is a balance in the paycheck sufficient to cover the amount after all other deductions authorized by the pilot or required by law have been satisfied. In the event of termination of employment, the obligation of the Company to collect dues shall not extend beyond the monthly period in which his last day of work occurs.

SECTION 30

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SECTION 31
DURATION

- A. This Agreement shall become effective on October 1, 2003, and shall continue in full force and effect until eight (8) years thereafter, and shall renew itself without change until each succeeding October 1 thereafter, unless written notice of intended change is served in accordance with Section 6, Title I of the Railway Labor Act, as amended, by either party hereto at least ninety (90) days, but not more than three hundred sixty-five (365) days, prior to October 1, 2011 or any October 1 thereafter.
- B. Should written notice of intended change be served in accordance with paragraph A. above, the Company and the Association shall commence Section 6 negotiations no later than thirty (30) days after receipt of the written notice of the intended change.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement this 16th day of June, 2003.

For AIR WISCONSIN AIRLINES
CORPORATION

/s/ William P. Jordan
EVP and General Counsel

/s/ Kevin LaWare
Vice President-Operations

/s/ Lisa J. Conover
Vice President-Labor and
Employee Relations

/s/ Scott A. Orozco
Director of Operations and Chief Pilot

For the AIR LINE PILOTS
ASSOCIATION, INTERNATIONAL

/s/ Duane E. Woerth
President

/s/ Carl A. Fleming, Chairman
Master Executive Council (ARW)

/s/ John A. Mondus, Chairman
Negotiating Committee (ARW)

/s/ Michael S. Jones, Member
Negotiating Committee (ARW)

/s/ Tracy D. Smith, Member
Negotiating Committee (ARW)

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Appendix A ARW Pilot Seniority List

SEN #	ID #	Last Name	First Name	M.I.	Company DOH
1	305	Murray	Fritz	A	1972/11/08
2	313	King	Michael	W	1978/05/24
3	314	Vick	Timothy	W	1978/05/08
4	456	Fleming	Carl	A	1974/11/13
5	316	Rheinhart	Don	J	1978/04/10
6	520	Tufte	Randall	S	1976/06/28
7	322	Mondus	John	A	1978/04/10
8	523	Millard	Kenneth	L	1976/06/28
9	323	Tufte	Douglas	G	1978/05/30
10	551	Bachem	Steven	D	1976/12/06
11	592	Lowe	Michael	V	1977/04/25
12	2753	Leonard	Martin	D	1977/04/28
13	635	Hawley	Charles	D	1979/03/19
14	634	Seim	Jeffrey	L	1977/12/12
15	327	Seifert	Otto	J	1978/07/31
16	662	Walburg	Gregory	R	1978/04/10
17	671	Raymond	Mark	F	1978/04/24
18	381	Thomas	Vernon	L	1979/04/17
19	679	Schniedwind	Louis	W	1978/05/08
20	374	Pouliot	Steven	J	1979/04/17
21	680	Passage	Glen	H	1978/05/08
22	2760	Smiley	Richard	W	1978/06/24
23	696	Weiss	Roger	D	1978/07/05
24	404	Jones	Michael	S	1980/04/01
25	405	Cramer	James	L	1980/05/05
26	416	Lillie	David	W	1980/05/05
27	418	Orozco	Scott	A	1980/05/05
28	426	Sandberg	Robert	K	1980/05/20
29	428	Madison	Mitchell	L	1980/07/28
30	459	Zaiman	Richard	L	1980/07/28
31	462	Hannemann	Todd	E	1980/08/11
32	771	Mosher	Joseph	R	1979/01/23
33	774	Fandler	Ronald	E	1979/01/23
34	630	Mella	Michael	J	1982/02/15
35	464	Bummert	Kent	T	1977/12/22
36	787	Christensen	Craig	D	1979/02/23
37	332	Prestidge	James	J	1982/04/22
38	789	Phillips	William	M	1979/02/23
39	867	Bauer	Michael	F	1979/09/17
40	2763	Warthen	Walter	R	1979/10/01
41	893	Oakes	Paul	E	1979/12/27
42	894	Middleton	Gary	L	1979/12/27
43	896	Murray	James	P	1979/12/27
44	943	Jensen	Ric	A	1980/04/01
45	637	Drapeau	James	A	1984/04/02
46	595	Prussner	David	M	1984/12/17

Appendix A ARW Pilot Seniority List

SEN #	ID #	Last Name	First Name	M.I.	Company DOH
47	600	Scharf	Daniel	A	1984/12/17
48	549	Beyer	David	A	1984/12/17
49	594	Palmer	Terry	L	1984/12/17
50	721	Hammond	Robert	J	1986/03/03
51	730	Roug	Peter	D	1986/03/03
52	834	Slesar	John	G	1986/09/15
53	876	Zimmermann	Stephen	R	1987/02/02
54	90	Chapel	Kenneth	M	1987/09/08
55	98	Roenicke	William	M	1987/09/08
56	331	Abert	James	R	1988/01/06
57	2774	Pitz	Donn	A	1987/09/21
58	270	Wrobleski	William	E	1988/11/28
59	415	Sundby	Nelson	D	1989/01/09
60	2025	Hougnon	Jonathan	J	1989/03/27
61	2781	Haines	Robert	M	1989/01/16
62	2472	Syring	Gregg	C	1991/06/19
63	3008	Slick	Jeffrey	B	1991/10/02
64	3014	Hall	Gregory	V	1991/10/02
65	3019	Doyle	Patrick	T	1991/10/02
66	4607	Fagre	David	A	1996/09/16
67	4609	Vandenberg	Roland	J	1996/10/07
68	4610	Lesh	Douglas	A	1996/10/07
69	4611	Arthur	Stephen	S	1996/10/07
70	4619	Schaddel	William	F	1996/10/24
71	4622	Small	Samuel	L	1996/11/02
72	4631	Clint	Jerrald	C	1997/02/12
73	4632	Reich	Francis	J	1997/02/12
74	4633	Stoffer	Bradley	N	1997/02/12
75	4640	Klein	David	J	1996/10/14
76	4642	Olson Jr	Arthur	S	1997/04/30
77	4644	Brock	James	B	1997/04/30
78	4651	Joseph	Stephen	B	1997/05/28
79	4652	Smith	Michael	R	1997/05/28
80	4674	Smothers	Randy	R	1997/11/21
81	4430	Kosloski	Timothy	V	1998/01/06
82	4431	Gill	Paul	V	1998/01/06
83	4420	Mottola	Patricia	A	1998/01/06
84	4429	Maas	Clint	S	1998/01/06
85	4421	Flottemesch	Robert	E	1998/01/06
86	4424	Mitchell	Brian	P	1998/01/06
87	4682	Guinane	Michael	P	1998/03/09
88	4688	Carlson	Kenton	D	1998/03/24
89	4691	Olson	Jamie	K	1998/03/24
90	4600	Wilcox	David	J	1998/03/31
91	4592	Poole	Roy	A	1998/03/31
92	4593	Richhart	Matthew	J	1998/03/31

Appendix A ARW Pilot Seniority List

SEN #	ID #	Last Name	First Name	M.I.	Company DOH
93	4597	Starkey	Wesley	A	1998/03/31
94	4589	Konterski	James	A	1998/03/31
95	4590	Livorsi	Michael	G	1998/03/31
96	5360	Jahnke	Michael	J	1998/07/08
97	5362	Ebey	Jeffrey	E	1998/07/08
98	5364	Pflederer	Raymond	F	1998/07/08
99	5369	Chloupek	Bart	J	1998/07/08
100	5564	Burgess	Robert	H	1998/08/11
101	5680	Brooks	Ricky	D	1998/09/21
102	5692	Weise	Bruce	D	1998/09/21
103	5690	Bandstra	Steven	M	1998/09/21
104	5691	Flahaven	Patrick	J	1998/09/21
105	5747	Long	Charles	W	1998/10/12
106	5748	Waechter	Kurtis	A	1998/10/12
107	5749	Reidhead	Stuart	A	1998/10/12
108	5752	Monteith	Eric	J	1998/10/12
109	5753	Ball	Randal	W	1998/10/12
110	5754	Armistead	Jeffery	F	1998/10/12
111	5745	Hern	James	K	1998/10/12
112	5887	Mitchell	Robert	C	1998/10/26
113	5891	Schoeni	Kent	B	1998/10/26
114	5989	Sindler	Russell	S	1998/11/30
115	5997	Briseno	Anthony		1998/11/30
116	6000	Saxman	James	W	1998/11/30
117	6002	Kern	Steven	A	1998/11/30
118	6004	Augoustatos	Dennis		1998/11/30
119	6014	Roberts	Aaron	K	1998/11/30
120	6595	Reiners	James	E	1999/01/04
121	6596	Parker	Grant	G	1999/01/04
122	6598	Nickerson	Steven	H	1999/01/04
123	6601	Burnes	Daryl	G	1999/01/04
124	6602	Gallagher	Dennis	C	1999/01/04
125	6764	DeBruin	Matthew	L	1999/04/07
126	6905	Johnson	Scott	J	1999/06/14
127	6908	Banowetz	Kevin	M	1999/06/14
128	7259	Wesenberg	Fredric	S	1999/08/02
129	7262	Lippert	William	L	1999/08/02
130	7272	Haag	Chadwick	M	1999/08/02
131	7342	Preidecker	Paul	J	1999/08/30
132	7351	Bell	Jeffrey	F	1999/08/30
133	7353	Berry	Timothy	S	1999/08/30
134	7362	Woldt	Cory	J	1999/08/30
135	7390	Gijssen	John	A	1999/09/09
136	7469	Lougheed	Wayne	G	1999/09/13
137	7471	Blumer	Fred	E	1999/09/13
138	7475	Buth	Steven	L	1999/09/13

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SEN #	ID #	Last Name	First Name	M.I.	Company DOH
139	7477	Brown	Robert	D	1999/09/13
140	7487	Swope	Christopher	S	1999/09/13
141	7602	Gibbons	James	A	1999/10/15
142	7582	Van Zuilen	Robert	A	1999/10/18
143	7589	Brennan	Richard	M	1999/10/18
144	7592	Regh	Gregory	J	1999/10/18
145	7593	Walton	Gregory	S	1999/10/18
146	7595	Luetke	Jochen		1999/10/18
147	7597	Frisch	Robert	D	1999/10/18
148	7671	Ihly	Robert	J	1999/11/08
149	7669	Carlisle	Leonard	S	1999/11/08
150	7674	Hill	Thomas	F	1999/11/08
151	7675	Heerema	Matthew	J	1999/11/08
152	7677	Jordan	Leon	J	1999/11/08
153	7815	Plank	Kevin	J	1999/12/06
154	7816	Sievert	Randall	L	1999/12/06
155	7818	Crawford	Thomas	W	1999/12/06
156	7819	Bengston	Dirk	D	1999/12/06
157	7820	Fox	James	L	1999/12/06
158	7821	Ballantine	John	J	1999/12/06
159	7822	Marks	Gregory	S	1999/12/06
160	7823	Burlak	David	M	1999/12/06
161	7825	Schindler	Christopher	J	1999/12/06
162	7828	Bains	Matthew	K	1999/12/06
163	7938	Gifford	Steven	G	2000/01/10
164	7939	Metheney	Robert	J	2000/01/10
165	7944	Cox	Katharine	S	2000/01/10
166	7946	Neely Jr	Ralph	A	2000/01/10
167	7948	Garro	Patrick	E	2000/01/10
168	7951	Brinkman	William	J	2000/01/10
169	7952	Rowan	Scott	W	2000/01/10
170	7955	Decker	Stephen	M	2000/01/10
171	7957	Taylor	Neil	W	2000/01/10
172	8064	Belgum	Bruce	D	2000/01/31
173	8067	Rients	Randall	T	2000/01/31
174	8053	Shafer	Timothy	J	2000/01/31
175	8060	Erdmann	Thomas	J	2000/01/31
176	8049	Cullen	James	E	2000/01/31
177	8052	Gregorius	Brennen	T	2000/01/31
178	8062	Dixon	Richard	A	2000/01/31
179	8050	Schappals	Jayne	L	2000/01/31
180	8051	Klein	David	D	2000/01/31
181	8065	Bowers	Brian	S	2000/01/31
182	3175	Strahm	Joshua	D	2000/01/31
183	8048	Graydon	Michael	D	2000/01/31
184	8179	Moody	Martin	A	2000/02/21

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SEN #	ID #	Last Name	First Name	M.I.	Company DOH
185	8178	Minoggie	Donn	E	2000/02/21
186	8173	Waltz	Keith	L	2000/02/21
187	8184	Ward	Luke	W	2000/02/21
188	8180	Noble	Anthony	L	2000/02/21
189	8177	Miller	Ross	A	2000/02/21
190	8175	Kiefer	Michael	P	2000/02/21
191	8286	Eugster	Karl	A	2000/04/03
192	8287	Keeney	Timothy	J	2000/04/03
193	8285	Borghgi	Dean	E	2000/04/03
194	8290	O'Neil	Erik	A	2000/04/03
195	8444	Hanson	Robin	H	2000/05/01
196	8455	Fouhety	Hugues	C	2000/05/01
197	8459	Dafnopulos	Dimitrios		2000/05/01
198	8461	Smith	Daniel	M	2000/05/01
199	8462	Spaan	Aaron	M	2000/05/01
200	8465	Frisinger	Micah	R	2000/05/01
201	8466	Hahle	William	M	2000/05/01
202	8467	Simonetta	Scott	R	2000/05/01
203	8575	Pitcher	Stephanie	P	2000/06/05
204	8576	McNulty	Scott	P	2000/06/05
205	8577	Sochacki	Jennifer	A	2000/06/05
206	8578	Niedzielski	Eric	J	2000/06/05
207	8581	Wascher	Kimberly	A	2000/06/05
208	8582	Leland	Michael	J	2000/06/05
209	8583	Burnell-Williams	Kyle	D	2000/06/05
210	8584	Hitzeman	Heidi	L	2000/06/05
211	8585	Sullivan	Michael	J	2000/06/05
212	8588	Travanti	Peter	M	2000/06/05
213	8591	Morford	Jason	L	2000/06/05
214	8592	Price	Christopher	R	2000/06/05
215	8657	Schafer	Mark	A	2000/07/10
216	8661	Canant	Kurt	R	2000/07/10
217	8662	Dawes	Kevin	D	2000/07/10
218	8665	Brady	Jon	J	2000/07/10
219	8668	Hubbard	Erin	S	2000/07/10
220	8671	Smith	James	E	2000/07/10
221	8673	McKee	Joshua	J	2000/07/10
222	3712	Nekouei	Omid	M	2000/07/10
223	8678	DeRosier	Donald	P	2000/07/10
224	8838	Reinhardt	Curtis	A	2000/08/07
225	8824	Swenson	John	G	2000/08/07
226	8825	Warren	Craig	A	2000/08/07
227	8826	Hines	Douglas	M	2000/08/07
228	8827	Horn	Anthony	M	2000/08/07
229	8828	Schneider	Dennis	N	2000/08/07
230	8840	Bowers	Jessica	L	2000/08/07

Appendix A ARW Pilot Seniority List

SEN #	ID #	Last Name	First Name	M.I.	Company DOH
231	8829	Birman	Pablo	E	2000/08/07
232	8830	Baker	Thad	R	2000/08/07
233	8831	Horn	Christine	E	2000/08/07
234	8833	McWhorter	Colin	R	2000/08/07
235	8960	McCluskey	Mark	R	2000/09/11
236	8961	Smith Jr	Charles	J	2000/09/11
237	8964	Lewis	William	R	2000/09/11
238	8966	Strowe	Robert	W	2000/09/11
239	8969	Wicklein	John	A	2000/09/11
240	8971	Markowski	Jeffrey	L	2000/09/11
241	8972	Bohn	Hunter	S	2000/09/11
242	8974	Ramaker	Cynthia	S	2000/09/11
243	8977	Mitaritonna	Vito	C	2000/09/11
244	8968	North	Rodney	D	2000/09/11
245	8979	Simonsen	David	M	2000/09/11
246	9009	Nord	Eric	R	2000/10/02
247	9083	Uselman	Belinda	M	2000/10/02
248	9084	Sandquist	Carl	L	2000/10/02
249	9085	Naqvi	Mohsin	R	2000/10/02
250	9086	Wilson	Andrew	O	2000/10/02
251	9090	Patterson	Kathleen	K	2000/10/02
252	9093	Minekus	Paul	H	2000/10/02
253	9094	Oberbroeckling	Mike	J	2000/10/02
254	9095	Coffey	Bryan	J	2000/10/02
255	9097	Bosley	Kevin	J	2000/10/02
256	9212	Gallagher	Stephen	D	2000/10/23
257	9215	Ewig	Michael	J	2000/10/23
258	9226	Dufour	Jean-Francois	F	2000/10/23
259	9220	Conaway	Michael	W	2000/10/23
260	9223	O'Connell	James	P	2000/10/23
261	9352	Mills	Marc	S	2000/11/28
262	9354	Poley	Kevin	C	2000/11/28
263	9355	Hansen	Jonny		2000/11/28
264	9357	Naas	John	C	2000/11/28
265	9364	Lamb	Gary	N	2000/11/28
266	9365	Post	Kenneth	W	2000/11/28
267	9366	Bryde III	John	F	2000/11/28
268	9368	Gallo	Anthony	V	2000/11/28
269	9372	Sinclair Jr	David	A	2000/11/28
270	3713	Beller	Stephen	M	2000/11/28
271	9373	Flynn	Kathryn	M	2000/11/28
272	9566	Plesetz	Philip	J	2001/01/08
273	9568	Frank	David	M	2001/01/08
274	9572	Kittle	Alexander	R	2001/01/08
275	9573	Stuart	George	L	2001/01/08
276	9575	Landron	Lawrence	M	2001/01/08

Appendix A ARW Pilot Seniority List

SEN #	ID #	Last Name	First Name	M.I.	Company DOH
277	9580	Wirth	Jeffrey	A	2001/01/08
278	9583	Galante	Michael	C	2001/01/08
279	9584	Affenita	Matthew		2001/01/08
280	9585	Stromberg	Michael	J	2001/01/08
281	9586	Pavlicek	Lisa	M	2001/01/08
282	8057	Perez	Joseph	F	2001/02/05
283	9628	Wilson	Steven	B	2001/02/05
284	9629	Bowie	Griffith	S	2001/02/05
285	9631	Gordon	Steven	C	2001/02/05
286	9632	Fuhr Jr	John	H	2001/02/05
287	9633	Cooper	Jay	C	2001/02/05
288	9635	Notek	Leonard	E	2001/02/05
289	9637	Granquist	Jason	L	2001/02/05
290	9639	Cobb	Bruce	G	2001/02/05
291	9640	Denault	Anthony	C	2001/02/05
292	9641	Bailey	Marrio	S	2001/02/05
293	9642	Carlson	Jason	D	2001/02/05
294	9647	Hargis	Ben	J	2001/02/05
295	9648	Ellis	Joseph	P	2001/02/05
296	9649	Wood	Aaron	A	2001/02/05
297	9650	Mendelson	David	B	2001/02/05
298	9651	Curtis	Justin	R	2001/02/05
299	9654	Gildersleeve Jr	Robert	V	2001/03/05
300	9656	Schmitz	David	D	2001/03/05
301	9658	Taylor	Scott	J	2001/03/05
302	9659	Swearingen	Jeffery	A	2001/03/05
303	9660	Outridge	Mark	A	2001/03/05
304	9678	Gregory	Raymond	D	2001/03/05
305	9664	Boden	Carl	R	2001/03/05
306	9666	Fearn	Lorin	K	2001/03/05
307	9668	Dahlquist	Bruce	J	2001/03/05
308	9670	Feitinger	Michael	P	2001/03/05
309	9672	Maloney	James	W	2001/03/05
310	9673	Schuman II	William	C	2001/03/05
311	9674	Buechler	Kevin	L	2001/03/05
312	9676	Gore	Stephen	T	2001/03/05
313	9677	Weirick	Jason	T	2001/03/05
314	9681	Haas	Kimberly	A	2001/04/02
315	9683	Osborne	Dennis	M	2001/04/02
316	9684	Frischholz	Stephan		2001/04/02
317	9685	Roan IV	Charles	F	2001/04/02
318	9687	Wigton	Jeffrey	R	2001/04/02
319	9688	Hay	Greg	A	2001/04/02
320	9689	Roberson	Kenneth	C	2001/04/02
321	9690	Arnold	Trevor	C	2001/04/02
322	9691	Seaver	David	L	2001/04/02

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SEN #	ID #	Last Name	First Name	M.I.	Company DOH
323	9692	Anderson	Eric	D	2001/04/02
324	9693	Armstrong	Roger	E	2001/04/02
325	9694	Fosse	Benjamin	F	2001/04/02
326	9696	Wassemiller	Edward	T	2001/04/02
327	9697	Stutsman	Corey	R	2001/04/02
328	9698	Carson	Brian	P	2001/04/02
329	3885	Griffith	Jeffrey	J	2001/04/02
330	9700	Hickman	Cory	R	2001/04/02
331	9702	Krieger	Jeremy	D	2001/04/02
332	9705	Resler	Leslie	A	2001/04/30
333	9706	Erickson	Mark	R	2001/04/30
334	9713	Pacey	Eric	J	2001/04/30
335	9717	Shipman	Kurt	A	2001/04/30
336	9718	Jorgensen	Steven	J	2001/04/30
337	9719	Voyles	James	R	2001/04/30
338	9720	Killeen	Gregory	J	2001/04/30
339	9722	Boss	Molly	C	2001/04/30
340	9725	Johnson	Kent	L	2001/06/04
341	9727	Price	Rodney	G	2001/06/04
342	9729	Overson	Todd	S	2001/06/04
343	9730	Clock	Nolan	C	2001/06/04
344	9734	Wells	Randall	C	2001/06/04
345	9735	Fritchen	Michael	S	2001/06/04
346	9736	Foley	Anne	M	2001/06/04
347	9737	Dyson	Stephen	B	2001/06/04
348	9739	Pruett	Jeffrey	S	2001/06/04
349	9740	Tegge	Frederick	R	2001/06/04
350	9741	Graham	Kevin	J	2001/06/04
351	9742	Savian	Mario	D	2001/06/04
352	9743	Gels	David	G	2001/06/04
353	6888	TeRonde	Steven	C	2001/06/04
354	9747	Steffanus	Aaron	D	2001/06/04
355	9748	Reabe	Matthew	R	2001/06/04
356	9749	Breese	Ryan	D	2001/06/04
357	1978	Kirkpatrick	Michael	A	1988/02/15
358	9751	Tricker	Clive		2001/07/09
359	9754	Richards	Thomas	A	2001/07/09
360	9755	Jago	Vanessa	J	2001/07/09
361	9756	Pietrowski	Roger	J	2001/07/09
362	9757	Adams III	John	W	2001/07/09
363	9760	McCray	Joel	D	2001/07/09
364	9762	Koebel	Michael	F	2001/07/09
365	9763	McKimmey	Michael	A	2001/07/09
366	9764	Sweatt	Justin	S	2001/07/09
367	9765	Peterson	Aaron	K	2001/07/09
368	9766	Vlack	Ryan	S	2001/07/09

Appendix A ARW Pilot Seniority List

SEN #	ID #	Last Name	First Name	M.I.	Company DOH
369	9768	Elliott	Aaron	D	2001/07/09
370	9770	King	Brian	D	2001/07/09
371	9771	Ruzynski	Lee	R	2001/07/09
372	9772	Stagl	Michael	J	2001/07/09
373	9774	Christman	Mark	S	2001/08/20
374	9775	McDermott	Michael	R	2001/08/20
375	9778	Murray	James	L	2001/08/20
376	9776	Tracy	Douglas	P	2001/08/20
377	9777	Ripsam	Stefan		2001/08/20
378	95	Foley III	Denis	P	2002/09/09
379	9779	Zimmer	Mark	E	2002/09/09
380	9780	Beaty	Craig	M	2002/09/09
381	9783	Sensenig	John	D	2002/09/09
382	9784	Lehenbauer	Daniel	M	2002/09/09
383	9785	Wrobel	Matthew	D	2002/09/09
384	6943	Pisculich	Anthony	J	2002/09/09
385	9789	Siegle	Timothy	J	2002/09/23
386	9790	Bjerke	Brad	A	2002/09/23
387	9791	Strieff	Neil	W	2002/09/23
388	9794	Dye	Mark	A	2002/09/23
389	9796	Whitaker	Christopher	L	2002/09/23
390	9797	Boston	Jeremy	T	2002/09/23
391	9798	Stofer	Ryan	O	2002/09/23
392	9800	Herman	Joshua	A	2002/09/23
393	9801	Pazdernik	Damian	C	2002/09/23
394	9802	Henry	Nick	A	2002/09/23
395	9803	De Sousa	Elliott	P	2002/09/23
396	9804	Hansberger	Travis	W	2002/09/23
397	9792	Davitt	Michael	C	2002/10/14
398	9822	Weber	Michael	J	2002/10/14
399	9811	Ness	Kyle	D	2002/10/14
400	9812	Weisenburger	Jonathan	F	2002/10/14
401	9813	DeJean	Roger	S	2002/10/14
402	9815	Gilley	Kristopher	T	2002/10/14
403	9816	Curtin	Robert	S	2002/10/14
404	9819	Evans	Jay	C	2002/10/14
405	9820	Myatt	Christopher	R	2002/10/14
406	9817	Hopper	Brian	D	2002/10/28
407	9823	Downing	Roger	L	2002/10/28
408	9825	Schmidtman	Seth	S	2002/10/28
409	9826	Muller II	Charles	R	2002/10/28
410	9829	Yoo	Stephen	A	2002/10/28
411	9834	Harvey	Joseph	W	2002/10/28
412	9835	Barrett	Michael	D	2002/10/28
413	9836	Braunschmidt	Michael	J	2002/10/28
414	9839	Anderson	Douglas	H	2002/11/11

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SEN #	ID #	Last Name	First Name	M.I.	Company DOH
415	9842	Markise	Robert	L	2002/11/11
416	9843	Johnson	Douglas	W	2002/11/11
417	9844	Chandonnet	Alexandre	J	2002/11/11
418	9846	McNett	Warren	G	2002/11/11
419	9847	Ruscitti	Adam	D	2002/11/11
420	9848	Mowell	David	R	2002/11/11
421	9852	Wsol	Jon	R	2003/02/17
422	9853	Fowler	William	K	2003/02/17
423	9854	Sundquist	Michael	T	2003/02/17
424	9855	Johnson	Timothy	P	2003/02/17
425	9857	Curry	Brian	M	2003/02/17
426	9860	Simon	Jeffrey	E	2003/02/17
427	9861	Ellingsworth	Benjamin	D	2003/02/17
428	9864	Crawford	Cole	J	2003/08/18
429	9865	Cousineau	Benjamin	A	2003/08/18
430	9867	Lee	Matthew	D	2003/08/18
431	9868	Lowe	Jeffrey	S	2003/08/18
432	9870	Dyrstad	Christopher	W	2003/08/18
433	9871	Cook	Nathan	P	2003/08/18
434	9873	Arthur	Patricia	J	2003/09/15
435	9875	Walter	Daniel	A	2003/09/15
436	9876	Baron	David	M	2003/09/15
437	9877	King	Michael	S	2003/09/15
438	9878	Dobson	Walter	A	2003/09/15
439	9879	Huebsch	Derek	D	2003/09/15
440	9880	Kerkman	Kristopher	J	2003/09/15
441	9881	Schuette	Cathy	J	2003/09/15
442	9883	Schwenk	Jennifer	L	2003/10/12
443	9884	Valenta	Christina	M	2003/10/12
444	9886	Gargiulo	Anthony	J	2003/10/12
445	9887	Bohrman	Michael	J	2003/10/12
446	9888	Hatch III	Joseph	E	2003/10/12
447	9889	Nelson	Luke	S	2003/10/12
448	9890	Cadieux	Joshua	J	2003/10/12
449	9891	Murphy	Jeremiah	M	2003/10/12
450	9892	Weiss	Melissa	E	2003/10/12
451	9893	Weber	Scott	A	2003/10/12
452	9894	Vondrak	Brandon	J	2003/10/12
453	9895	Jardin	Michael	S	2003/10/12
454	9896	Allaby	Norman	R	2003/11/09
455	9899	Aranda	Carlos	A	2003/11/09
456	9900	Coddington	Kendal	J	2003/11/09
457	9901	Whaley	Jarvis	C	2003/11/09
458	9904	Palanica	Diane	M	2003/11/09
459	9905	Schultz	Daniel	A	2003/11/09
460	9906	Skretta	Matthew	M	2003/11/09

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SEN #	ID #	Last Name	First Name	M.I.	Company DOH
461	9907	Griesbach	Andrew	A	2003/11/09
462	9909	Von Trapp	Ryan	G	2003/11/09
463	9910	Heiligers	Sascha	B	2003/12/07
464	9915	Genal	Michael	S	2003/12/07
465	9917	Fisher	Shane	T	2003/12/07
466	9918	Burton	Jeffrey	R	2003/12/07
467	9919	Berg	Jason	J	2003/12/07
468	9920	Duncan	Nathan	L	2003/12/07
469	9921	Stocki	Amy	M	2003/12/07
470	9922	Loerwald	Collin	J	2003/12/07
471	9923	Gosselink	Brenton	D	2003/12/07
472	9912	Dau	Patrick	R	2003/12/07
473	9924	Juetten	Joseph	D	2003/12/07
474	9925	McCracken	Benjamin	E	2003/12/07
475	9926	Madden	Michael	M	2003/12/07
476	9927	Missi	Eric	M	2003/12/07
477	9928	Utne	Timothy	M	2003/12/07
478	12723	Wysocki	Mieszko	M	2004/01/04
479	12727	Patterson	Larry	C	2004/01/04
480	12728	Olson	Jeremy	E	2004/01/04
481	12729	Wolkomir	Daniel	M	2004/01/04
482	12730	Meeker	Scott	R	2004/01/04
483	12731	DeLashmutt	Aaron	S	2004/01/04
484	12732	Hansen	James	A	2004/01/04
485	12734	Patterson	William	B	2004/01/04
486	12735	Belcik	Mark	T	2004/01/04
487	12736	Schweninger	Andrew	T	2004/01/04
488	12737	De Hoogh	Derek	M	2004/01/04
489	12738	Bergeron	Ryan	M	2004/01/04
490	13043	Vaudreuil	Joseph	M	2004/02/01
491	13044	Bushika	Cary	A	2004/02/01
492	13045	Bailey	Mark	D	2004/02/01
493	13049	Palmer	Douglas	A	2004/02/01
494	13050	Prestigiacomio	Jason	J	2004/02/01
495	13052	Stocki	Ronald	W	2004/02/01
496	13053	Forch	Michael	R	2004/02/01
497	13054	Nadel	Amy	L	2004/02/01
498	13055	Stimpson	Justin	G	2004/02/01
499	13056	Elliot	Jarrad	G	2004/02/01
500	13057	Koeller	Nicholas	P	2004/02/01
501	13058	Dodson	Tyler	A	2004/02/01
502	13234	Holley	John	W	2004/02/15
503	13235	Gonzalez	Braulio	A	2004/02/15
504	13236	Clarke	Richard	S	2004/02/15
505	13237	Lamdan	Eyal		2004/02/15
506	13238	Petrin	Anze		2004/02/15

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SEN #	ID #	Last Name	First Name	M.I.	Company DOH
507	13250	Kelley	Steven	H	2004/03/01
508	13251	Johnson	Anatoly		2004/03/01
509	13252	Anderson	Scott	C	2004/03/01
510	13254	Spencer	Michael	J	2004/03/01
511	13255	Bernstiel	Jason	E	2004/03/01
512	13246	Yamamoto	Takuya		2004/03/01
513	13256	Profitt	Benjamin	J	2004/03/01
514	13257	Hendricks	Gregory	J	2004/03/01
515	13259	LaCoste	Mason	J	2004/03/01
516	13261	Baum	Jay	R	2004/03/01
517	13262	Burdick	Ryan	B	2004/03/01
518	13263	Michne	Gregory	D	2004/03/01
519	13264	Payne Jr	Joseph	K	2004/03/01
520	13457	Nakhle	Jason	G	2004/03/14
521	13458	Passmore	Mark	R	2004/03/14
522	13459	Timberlake	Melissa	H	2004/03/14
523	13460	Behne	Christopher	S	2004/03/14
524	13461	Rogers	Marzena	A	2004/03/14
525	13462	Marks	Paul	L	2004/03/14
526	13464	Maas	John	R	2004/03/14
527	13465	Kruse	Amanda	L	2004/03/14
528	13499	Lowry	Jason	D	2004/03/28
529	13501	Stevenson	Scott	J	2004/03/28
530	13512	Landrum-Alves	Steffen	T	2004/03/28
531	13505	Miller	Jeffrey	W	2004/03/28
532	13506	Labordus	Brandon	W	2004/03/28
533	13511	Chalmers	Steven	A	2004/03/28
534	13509	Cook	Andrew	D	2004/03/28
535	13510	Perkins	Aaron	J	2004/03/28
536	13677	Bellone	John	M	2004/04/11
537	13516	Peden	Tammy	S	2004/04/11
538	13497	Hinkel	Baron	C	2004/04/11
539	13520	MacDonald	Stuart	R	2004/04/11
540	13518	Wozniak	Stephen	C	2004/04/11
541	13667	Smith Jr	Kelly	J	2004/04/11
542	13671	Connell II	James	L	2004/04/11
543	13672	Pafford	Douglas	K	2004/04/11
544	13673	Robinson	Jared	W	2004/04/11
545	13675	Miller	Jody	J	2004/04/11
546	13676	Baker III	John	W	2004/04/11
547	13811	Breymaier	Walter	W	2004/05/09
548	13814	Roback	John	K	2004/05/09
549	13826	Kile	James	E	2004/05/09
550	13817	Bradley	Michael	S	2004/05/09
551	13818	Riedel	Carolyn	S	2004/05/09
552	13819	Liebmann	Daniel	D	2004/05/09

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SEN #	ID #	Last Name	First Name	M.I.	Company DOH
553	13820	Boman	Lyman	S	2004/05/09
554	13821	Martin	Gabriel	Y	2004/05/09
555	13822	Leupold	Emily	L	2004/05/09
556	13828	Vogel	Casey	E	2004/05/09
557	13829	Perry	Nathan	D	2004/05/09
558	13830	Weatherly	Robert	R	2004/05/09
559	13891	Begnoche	Timothy	R	2004/05/23
560	13882	Kooima	Wesley	D	2004/05/23
561	13883	Swindell Jr	James	R	2004/05/23
562	13892	Chadwick	Matthew	L	2004/05/23
563	13895	Olsson	Conny		2004/05/23
564	13893	Spence	Dennis	S	2004/05/23
565	13887	Allen	Joshua	M	2004/05/23
566	13888	Ferguson	Bryant	E	2004/05/23
567	13889	Stauber	Sarah	B	2004/05/23
568	13890	Bridgewater	Nicholas	C	2004/05/23
569	14251	Hanson	Ronald	W	2004/06/20
570	14252	Hempel	Shawn	D	2004/06/20
571	14257	Manha	Mark	P	2004/06/20
572	14258	Uher	Chad	A	2004/06/20
573	14259	Miller	Aaron	P	2004/06/20
574	14260	Garcia	Luke	G	2004/06/20
575	14261	Barnes	David	J	2004/06/20
576	14262	Daku	Shayne	A	2004/06/20
577	14269	Schmieg	Jed	A	2004/06/20
578	14263	Edminster	Travis	R	2004/06/20
579	14268	Scalley IV	Francis	J	2004/06/20
580	14271	Hamel	Christopher	M	2004/07/04
581	14273	Rolon	Brian	J	2004/07/04
582	14256	Hernandez Castillo	William	A	2004/07/04
583	14276	Venable	Gregory	A	2004/07/04
584	14270	Zanasca	Benedetto		2004/07/04
585	14279	Westerberg	Peter	D	2004/07/04
586	14282	Wheat	Travis	W	2004/07/04
587	14283	Igelman	David	J	2004/07/04
588	14284	Brent	Scott	E	2004/07/04
589	14285	Sullivan	Darren	R	2004/07/04
590	14286	Diaz	Jonathon	J	2004/07/04
591	14287	Griffin	Garrett	T	2004/07/04
592	9724	Goertzen	Ryan	D	2001/05/14
593	14291	Richer	Beth		2004/08/01
594	14292	Van Dorpe II	Robert	E	2004/08/01
595	14295	Nelson	Christopher	N	2004/08/01
596	14296	Milne	David	C	2004/08/01
597	14298	Delaney	Gregory	A	2004/08/01
598	14299	Akers	Shawn	A	2004/08/01

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SEN #	ID #	Last Name	First Name	M.I.	Company DOH
599	14300	Himes	Susan	L	2004/08/01
600	14302	Isom	Brandon	P	2004/08/01
601	14303	Steffan	Jared	W	2004/08/01
602	14305	Hepler	Andrew	G	2004/08/01
603	14307	Keethler	Garret	A	2004/08/01
604	14308	Elliot	Jay	A	2004/08/01
605	14309	Foley	Joshua	D	2004/08/01
606	14310	Gurley	Steven	B	2004/08/01
607	14311	Kensill	Justin	B	2004/08/01
608	14312	Dang	Joseph		2004/08/01
609	14313	Fojtasek	Michael	J	2004/08/01
610	14316	Roos	Charles	J	2004/11/07
611	14318	Randall	Steven	J	2004/11/07
612	14321	Carlisle	Jason	L	2004/11/07
613	14322	Tuinstra	Michael	P	2004/11/07
614	14323	Knight	Bryan	E	2004/11/07
615	14325	Lachenberg	Jay	A	2004/11/07
616	14326	Carpenter	Bradley	D	2004/11/07
617	14623	Melotte	Michael	S	2004/07/04
618	14839	Phillips	Christopher	P	2004/07/28
619	14329	Burkhart	Jeremiah	H	2005/01/09
620	14330	Spry-Leverton	Edward	W	2005/01/09
621	14331	Manning	Joshua	A	2005/01/09
622	14332	Lyttle Jr	John	W	2005/02/06
623	14334	Peruch	David	T	2005/02/06
624	14336	Farley	Gregory	C	2005/02/06
625	14337	Langer	Matthew	T	2005/02/06
626	14338	Bernardo	Aaron	J	2005/02/06
627	14341	Cohen	Daniel	J	2005/02/06
628	14342	Pandjee	Tejas	R	2005/02/06
629	14343	Chase	Jeremy	R	2005/02/06
630	14344	Chichester	Nicholas	E	2005/02/06
631	14347	Strohsal	Jason	E	2005/02/06
632	14354	Maas	Bradford	H	2005/05/08
633	14355	Triebelhorn	Jeffrey	W	2005/05/08
634	14350	Hermannes	John	J	2005/05/08
635	14351	Liggett	Esaias	M	2005/05/08
636	14353	Wiest	Adam	N	2005/05/08
637	14356	Halleck	Gregory	V	2005/06/05
638	14357	Davies	Matthew	T	2005/06/05
639	14359	Passmore	Brett	R	2005/06/05
640	14360	Fry	Aaron	J	2005/06/05
641	14362	West	Ivy	K	2005/06/05
642	14363	Scribner	Morgan	L	2005/06/05
643	14364	Mazur	Marcus	T	2005/06/05
644	14365	Bailey	Hollie	M	2005/06/05

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SEN #	ID #	Last Name	First Name	M.I.	Company DOH
645	14369	Pieri	Paul	W	2005/07/04
646	14371	Dodds	Nicholas	J	2005/07/04
647	14372	Dyer	Christopher	C	2005/07/04
648	14373	Brawn	Fernando	J	2005/07/04
649	14374	Haime	Bradley	M	2005/07/04
650	12177	Ellenson	Ryan	L	2005/07/04
651	14379	Gravato	Dario	R	2005/07/04
652	14380	Androsky	Anthony	T	2005/07/04
653	14381	Burbach	Robb	C	2005/07/04
654	14382	Berens Jr	John	R	2005/07/04
655	14384	Dello	Keith	J	2005/07/04
656	14386	DeNio	Amy	R	2005/07/31
657	14387	Simmons	Mark	A	2005/07/31
658	14388	Lucas	Michael	A	2005/07/31
659	14389	Geoghagan	DeWayne	E	2005/07/31
660	6577	Suhs	Christopher	S	1999/09/13
661	6578	Robinson	Brian	P	2005/07/31
662	14393	Hayden	Kristen	J	2005/07/31
663	14394	Claro	Samuel	E	2005/07/31
664	14395	Patry	Ryan	J	2005/07/31
665	14397	Halter	Tybee	E	2005/07/31
666	14398	Rabe	Andrew	K	2005/07/31
667	14402	Kneussle	Steven	E	2005/08/14
668	14403	Kraus	Orion	Y	2005/08/14
669	14404	Lockwood	Mark	C	2005/08/14
670	14405	Wise	Matthew	C	2005/08/14
671	14406	Thurlow	Gayle	J	2005/08/14
672	14407	Carlson	Joshua	J	2005/08/14
673	14409	Southard	Scott	R	2005/09/11
674	14410	Marsden	Andrew	C	2005/09/11
675	14411	Townsend	Rodney	W	2005/09/11
676	14412	Saylor	Jeremy	T	2005/09/11
677	14413	DeArmond	Michael	G	2005/09/11
678	14414	Rozman	Matthew	T	2005/09/11
679	14416	Frassetto	James	P	2005/09/11
680	14418	Bowers	Tyson	J	2005/09/11
681	14419	Caspers	Eric	J	2005/09/11
682	14420	Reddin	Jacob	N	2005/09/11
683	14421	Conway	John	R	2005/09/11
684	14423	Jackson	Joseph	A	2005/09/11
685	14424	Vogt	Michelle	C	2005/09/11
686	14425	Cunningham	Margaret	A	2005/09/11
687	14426	Murphy	Sean	L	2005/09/11
688	14427	Heiting	Jarrett	R	2005/09/11
689	14428	Hobgood	Rani	J	2005/10/09
690	14429	Penner	Michael	G	2005/10/09

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SEN #	ID #	Last Name	First Name	M.I.	Company DOH
691	14430	Buchart	David	A	2005/10/09
692	14431	Fricke	Mark	B	2005/10/09
693	14433	Creech	Luther	H	2005/10/09
694	14434	Vilardo	Christopher	M	2005/10/09
695	14435	Barker	Daniel	A	2005/10/09
696	14436	Payne	Brendon	A	2005/10/09
697	14438	Morris	Mark	S	2005/10/09
698	14437	Sorkin	Adam	M	2005/10/09
699	14439	Bloom	Justin	C	2005/10/09
700	14440	Maxwell	Mark	A	2005/10/09
701	14441	Fujimoto	Kent	M	2005/10/09
702	14442	Markuson	Matthew	C	2005/10/09
703	14443	Crudden	Michael	R	2005/10/09
704	14445	Schaefer	Todd	A	2005/11/06
705	14446	Felizardo	Alvaro	M	2005/11/06
706	14447	Jernigan Jr	Freddie	S	2005/11/06
707	14448	Higginbotham	James	M	2005/11/06
708	14449	Cleveland	Michael	V	2005/11/06
709	14450	Brestensky	Michael	J	2005/11/06
710	14451	Rollie	Justin	D	2005/11/06
711	14452	Stout	Julie	A	2005/11/06
712	14453	Zawislak	Jennifer	A	2005/11/06
713	14454	Cline	Geoffrey	K	2005/11/06
714	14455	Armstrong	Jared	J	2005/11/06
715	14457	Sheridan	Daniel	F	2005/12/04
716	14458	Admonis	Danny	L	2005/12/04
717	14459	Herritz	Scott	C	2005/12/04
718	14460	Scott	Kohji	J	2005/12/04
719	14461	Sarina	Tyson	T	2005/12/04
720	14462	Johnson	Erik	P	2005/12/04
721	14463	Fedora	William	B	2005/12/04
722	14464	Gangadean	Devan	K	2005/12/04
723	14466	Gray	Bradley	A	2005/12/04
724	14467	Hintze	Matthew	S	2005/12/04
725	14468	Gintout	Sarah	J	2005/12/04
726	14469	McGuirk	James	P	2005/12/04
727	14470	Zahora	Matthew	G	2005/12/04
728	14471	Vernon	Derrick	A	2006/01/08
729	14472	Loftus	Andrew	W	2006/01/08
730	14474	Collie Jr	Julius	L	2006/01/08
731	14475	Clapper	Franklin	A	2006/01/08
732	14477	Stuckey	Hunter	S	2006/01/08
733	14478	Anderson	Joseph	A	2006/01/08
734	14479	Anderson Jr	Craig	L	2006/01/08
735	14480	McNaughton	Christopher	P	2006/01/08
736	14481	Campbell	Anthony	S	2006/01/08

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SEN #	ID #	Last Name	First Name	M.I.	Company DOH
737	14482	Nelson	Thomas	J	2006/01/08
738	14483	Feyrer	Jeremia	J	2006/01/08
739	14484	Nuno Rodriguez	Elena	M	2006/01/08
740	14485	Henderson	Andrew	S	2006/01/08
741	14486	Wheeler Jr	Jeffrey	W	2006/01/08
742	14487	Ward	Christopher	L	2006/01/08
743	14488	Lennon	Frederick	W	2006/01/08
744	14489	Wood Jr	Robert	J	2006/01/08
745	14490	Philbin	Andrew	P	2006/01/08
746	14491	Kelley	Michael	P	2006/01/08
747	14492	Strobbe	Jason	L	2006/01/08
748	14493	Lucas	Paul	S	2006/01/08
749	14495	Schneider	Frederick	H	2006/01/22
750	14498	Barman	Howard	J	2006/01/22
751	16820	Nestoros	Demosthenes	A	2006/01/22
752	14499	Newbill	Tonya	M	2006/01/22
753	16800	O'Grady	Greg	M	2006/01/22
754	16801	Loiacono	Matthew	D	2006/01/22
755	16802	Goodwin	Steven	W	2006/01/22
756	16803	Wessel	Stephan		2006/01/22
757	16804	Hewlett	William	H	2006/01/22
758	16806	Carlson	Timothy	P	2006/01/22
759	16808	Brooks	Eugene	L	2006/01/22
760	16810	Murphy	Elizabeth	A	2006/01/22
761	16811	Floyd	Christopher	J	2006/01/22
762	16812	Polsley	John	W	2006/01/22
763	16813	Mallory	Craig	L	2006/01/22
764	16814	Gyory	Jonathan		2006/01/22
765	16815	Espy	James	P	2006/01/22
766	16816	Schumacher	John	C	2006/01/22
767	16817	Schwarte	Jens	W	2006/01/22
768	16818	Gibson	Ryan	J	2006/01/22
769	16819	Henderson	Richard	S	2006/01/22
770	16821	Hart	Peter	E	2006/02/05
771	16822	Reynolds	Paul	R	2006/02/05
772	16823	Jester	John	D	2006/02/05
773	16824	Johnson	Matt	W	2006/02/05
774	16825	Henry	Sean	D	2006/02/05
775	16826	Fouk	Jason	B	2006/02/05
776	16827	Ritchie	Jeramie	L	2006/02/05
777	16836	Hansen	Matthew	C	2006/02/05
778	16828	Sodoma	Andrew	J	2006/02/05
779	16829	Zerafa	Mark	J	2006/02/05
780	16830	Cheritt	Damon	A	2006/02/05
781	16832	Goode	Steven	T	2006/02/05
782	16833	Huss	Jared	G	2006/02/05

Appendix A ARW Pilot Seniority List

SEN #	ID #	Last Name	First Name	M.I.	Company DOH
783	16834	Kunisch	Jason	F	2006/02/05
784	16835	Frank	Robert	J	2006/02/05
785	16837	Boyer	David	G	2006/02/19
786	16838	Mason Jr	Owen	P	2006/02/19
787	16842	Ring	Peter	H	2006/02/19
788	16843	Pulka	Michael	R	2006/02/19
789	16845	Falkofske	Jonathan	C	2006/02/19
790	16860	Hoyt	Steven	M	2006/02/19
791	16846	Ohm	Steven	D	2006/02/19
792	16847	Siewert	Scott	J	2006/02/19
793	16848	Guare	Matthew	J	2006/02/19
794	16851	Mansour	Bellal	H	2006/02/19
795	16852	Crosta	Michael	A	2006/02/19
796	16853	Kent	Michael	G	2006/02/19
797	16854	Olinski	David	M	2006/02/19
798	16855	Keefe	Seth	E	2006/02/19
799	16856	Wesley	Eric	T	2006/02/19
800	16857	Boyum	Matthew	R	2006/02/19
801	16858	Krenke	Justin	G	2006/02/19
802	16859	Cantwell	Brendan	J	2006/02/19
803	16861	Garner	Benjamin	G	2006/02/19
804	16862	Bilane	Robert	F	2006/05/07
805	16863	Truitt	Richard		2006/05/07
806	16864	Chambers	Charles	M	2006/05/07
807	16865	Ward	Melissa	A	2006/05/07
808	16866	Breen	Hillary	B	2006/05/07
809	16867	Seator	Jason	C	2006/05/07
810	16868	Kulic	Danijela		2006/05/07
811	16869	Thomas	Michael	D	2006/05/07
812	16870	Powell	Jason	A	2006/05/07
813	16871	Davis	Brad	W	2006/05/07

APPENDIX B

PRORATION TABLE

<u>Days Available</u>	<u>Minimum Days Off</u>	<u>Adjusted Monthly Guarantee</u>
31	12	75.0
30	12	75.0
29	12	72.5
28	12	70.0
27	11	67.5
26	11	65.0
25	10	62.5
24	10	60.0
23	10	57.5
22	9	55.0
21	9	52.5
20	8	50.0
19	8	47.5
18	8	45.0
17	7	42.5
16	7	40.0
15	6	37.5
14	6	35.0
13	6	32.5
12	5	30.0
11	5	27.5
10	4	25.0
9	4	22.5
8	4	20.0
7	3	17.5
6	3	15.0
5	2	12.5
4	2	10.0
3	1	7.5
2	1	5.0
1	0	2.5

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Appendix C Pilot Monthly Per Capita Cost Worksheet

	Current Monthly Pilot Contributions	Paid Claims 8/1 - 7/31 All Employees	Minus Stop Loss Claims All Employees	Medical/ Dental Paid Claims	Average Headcount 5/1 - 4/30	Annual Per Capita Claims	Monthly Per Capita Claims	Trend Factor	Trended Claims	Monthly Administration Fee	Monthly Stop Loss Premium	Total Per Capita Cost	New Monthly Pilot Contributions
Indemnity Plan...													
Single													
Plus 1 dependent													
Family													
PPO...													
Single													
Plus 1 dependent													
Family													
Fully Insured HMOs...													
Single													
Plus 1 dependent													
Family													
Self Insured HMOs...													
Single													
Plus 1 dependent													
Family													
Dental...													
Single													
Plus 1 dependent													
Family													
CIGNA Dental...													
Single													
Plus 1 dependent													
Family													

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APPENDIX D

Conversion of Per Capita Rates To Three-Tier Rate Structure

Composite per Capita* Rates

Indemnity Medical Plan
PPO Medical Plan:
EPO Medical Plan:
Dental Plan (Guardian):

Formula Used to Convert Composite per Capita Rates to 3-tier Rates

Composite Rate x # Insured Employees x 12 months = Annual HC
Cost Projection

Annual HC Cost Projection/ (divided by) # of Insured Members /
(divided by) 12 months= Single HC Funding Rate

Single HC Funding Rate x 2.2 = P1 HC Funding Rate

Single HC Funding Rate x 3.2 = Family HC Funding Rate

The resulting Three-tier rates will be multiplied by 25% to produce
pilot monthly cost.

*As calculated in Appendix C

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TAXATION ON PASS BENEFITS

LETTER OF AGREEMENT
between
AIR WISCONSIN AIRLINES CORPORATION
and
THE AIR LINE PILOTS
in the service of
AIR WISCONSIN AIRLINES CORPORATION
as represented by the
AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

This Letter of Agreement is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, by and between Air Wisconsin Airlines Corporation ("Company") and the Air Line Pilots in the service of Air Wisconsin Airlines Corporation as represented by the Air Line Pilots Association, International ("Association").

This Letter will confirm the understanding reached during the recent contract negotiations in which it was agreed that if there were any changes in the federal law pertaining to the taxation of employees' pass benefits, any required taxes for these benefits would be passed onto the recipients.

This Letter of Agreement shall be effective on the date of signing and shall run concurrently with the principal Pilot Employment Agreement effective September 11, 2001, and shall be concurrently subject to the provisions pertaining to duration and amendment contained in Section 31 thereof.

IN WITNESS WHEREOF, the parties have signed this Agreement this 11th day of September, 2001.

For AIR WISCONSIN AIRLINES
CORPORATION

/s/ William P. Jordan
EVP and General Counsel

/s/ Kevin LaWare
Vice President-Operations

/s/ Lisa J. Conover
Vice President-Labor and
Employee Relations

For AIR LINE PILOTS
ASSOCIATION, INTERNATIONAL

/s/ Duane E. Woerth
President

/s/ Carl A. Fleming, Chairman
Master Executive Council (ARW)

/s/ John A. Mondus, Chairman
Negotiating Committee (ARW)

TAXATION ON PASS BENEFITS

/s/ Scott A. Orozco
Chief Pilot

/s/ Michael S. Jones, Member
Negotiating Committee (ARW)

/s/ Tracy D. Smith, Member
Negotiating Committee (ARW)

NO STRIKE OR LOCKOUT

LETTER OF AGREEMENT
between
AIR WISCONSIN AIRLINES CORPORATION
and
THE AIR LINE PILOTS
in the service of
AIR WISCONSIN AIRLINES CORPORATION
as represented by the
AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

This Letter of Agreement is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, by and between Air Wisconsin Airlines Corporation (“Company”) and the Air Line Pilots in the service of Air Wisconsin Airlines Corporation as represented by the Air Line Pilots Association, International (“Association”).

Air Wisconsin Airlines Corporation and the Air Line Pilots Association agree that during the term of this Agreement or any extension thereof there will be no strikes or lockouts.

This Letter of Agreement will become effective on the date of signing and shall run concurrently with the principal Pilot Employment Agreement effective September 11, 2001, and shall be concurrently subject to the provisions pertaining to duration and amendment contained in Section 31 thereof.

IN WITNESS WHEREOF, the parties have signed this Agreement this 11th day of September, 2001.

For AIR WISCONSIN AIRLINES
CORPORATION

/s/ William P. Jordan
EVP and General Counsel

/s/ Kevin LaWare
Vice President-Operations

/s/ Lisa J. Conover
Vice President-Labor and
Employee Relations

/s/ Scott A. Orozco
Chief Pilot

For the AIR LINE PILOTS
ASSOCIATION, INTERNATIONAL

/s/ Duane E. Woerth
President

/s/ Carl A. Fleming, Chairman
Master Executive Council (ARW)

/s/ John A. Mondus, Chairman
Negotiating Committee (ARW)

/s/ Michael S. Jones, Member
Negotiating Committee (ARW)

/s/ Tracy D. Smith, Member
Negotiating Committee (ARW)

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LETTER OF AGREEMENT
between
AIR WISCONSIN AIRLINES CORPORATION
and the
AIR LINE PILOTS
in the service of
AIR WISCONSIN AIRLINES CORPORATION
as represented by the
AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

THIS AGREEMENT is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, by and between Air Wisconsin Airlines Corporation and the air line pilots in the service of Air Wisconsin Airlines Corporation, as represented by the Air Line Pilots Association, International ("Association").

WHEREAS, the parties wish to clarify the manner in which Section 27.D. shall be interpreted, specifically with respect to the level of the employee contribution to the premium,

THEREFORE, IT IS HEREBY AGREED THAT:

- A. In order to determine the appropriate level of the employee contribution to the insurance premiums as described in Section 27.D., the increase or decrease to such contribution shall be established in relation to the amount of the previous year's contribution. The employee contribution may decrease below the contribution level set for calendar year 2001 (or any other year), if such reduction is required by operation of the formula.
- B. Adjustments to the employee portion of the premium for indemnity, PPO, and HMO plans shall be calculated and implemented separately for each plan.
- C. Notwithstanding paragraphs A. and B. above, the parties agree that the employee contributions established for calendar 2002 for all of the plans are acceptable, and that such levels of contribution will be utilized for comparison purposes in determining the appropriate level of employee contribution for calendar year 2003.

This Letter of Agreement shall become effective on the date of execution and shall remain in full force and effect concurrent with the pilot's basic agreement.

**CONTRIBUTION ADJUSTMENTS
HEALTH PLANS**

IN WITNESS WHEREOF, the parties have signed this Agreement this 10th day of September, 2002.

For AIR WISCONSIN AIRLINES
CORPORATION

For AIR LINE PILOTS
ASSOCIATION, INTERNATIONAL

/s/ Lisa Conover
Vice President-Employee
and Labor Relations

/s/ Duane E. Woerth
President

/s/ Carl A. Fleming, Chairman
Master Executive Council (ARW)

LETTER OF AGREEMENT
between
AIR WISCONSIN AIRLINES CORPORATION
and the
AIR LINE PILOTS
in the service of
AIR WISCONSIN AIRLINES CORPORATION
as represented by the
AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

THIS AGREEMENT is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, by and between Air Wisconsin Airlines Corporation and the air line pilots in the service of Air Wisconsin Airlines Corporation, as represented by the Air Line Pilots Association, International ("Association").

WHEREAS, the Company currently offers an EPO (self-insured HMO plan) to the pilots,

WHEREAS, ALPA and the Company wish to ensure that the employee portion of the monthly health insurance premium remains at a level designed to encourage pilots to participate in the EPO, and

WHEREAS, ALPA and the Company have agreed upon limitations on premium increases for EPOs that will be effective for Benefit Plan Year 2004,

THEREFORE, IT IS HEREBY AGREED THAT:

A. Section 27.B.1.c. is modified to provide that:

The monthly health insurance premiums paid by a pilot in an indemnity plan may be increased in accordance with the formula specified in Paragraph D. below, but in no case will the increase in the pilot's monthly premium cost exceed ten percent (10%) from the preceding year.

B. Section 27.B.3.c. is modified to provide that:

The monthly health insurance premiums paid by a pilot in a self-insured HMO (also known as an EPO) may be increased in accordance with the formula specified in paragraph D. below, but in no case will the increase in the pilot's monthly premium

EPO PREMIUM ADJUSTMENTS

cost exceed seven percent (7%) from the preceding year. A pilot in any HMO (other than a self-insured HMO/EPO) will not have his monthly premium cost exceed five percent (5%) from the preceding year.

- C. Commencing with communications and documents discussing EPOs for Benefit Plan Year 2004, the Company will identify each of its health care plans as either: 1) Indemnity; 2) PPO; 3) HMO; or 4) EPO/self-insured HMO in all of its employee publications relating to the health plans to assist in reducing confusion over potential employee premium contribution increases.
- D. The limitations on the percentage increases in the monthly health insurance premiums paid by a pilot as set out in paragraphs A. and B. above shall be effective for Benefit Plan Year 2004.

This Letter of Agreement shall become effective on the date of execution and shall remain in full force and effect concurrent with the Pilots' Basic Agreement.

IN WITNESS WHEREOF, the parties have signed this Agreement this 31st day of January, 2003.

For AIR WISCONSIN AIRLINES
CORPORATION

For AIR LINE PILOTS
ASSOCIATION, INTERNATIONAL

/s/ Lisa J. Conover
Vice President-Labor and
Employee Relations

/s/ Duane E. Woerth
President

/s/ Carl A. Fleming, Chairman
Master Executive Council (ARW)

LETTER OF UNDERSTANDING
between
AIR WISCONSIN AIRLINES CORPORATION
and the
AIR LINE PILOTS
in the service of
AIR WISCONSIN AIRLINES CORPORATION
as represented by the
AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

THIS LETTER OF UNDERSTANDING is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, by and between Air Wisconsin Airlines Corporation and the air line pilots in the service of Air Wisconsin Airlines Corporation, as represented by the Air Line Pilots Association, International ("Association").

WHEREAS, the parties would like to clarify their intent with respect to certain recent issues that have arisen in connection with the Filling of Vacancies and Out of Position pay,

THEREFORE, IT IS HEREBY AGREED THAT:

- A. Prior to actually filling (i.e. scheduling a pilot to perform duty) a position and status resulting from a Vacancy or Realignment Award, the Company will ensure that each position and status awarded on any previous Vacancy or Realignment Award has actually been filled (and any affected pilot is bidding a schedule in his new position and status), regardless of the language contained in Section 3. I.
- B. 1. In accordance with Section 3.I., the Company may elect to bypass a pilot who holds an award for a position and status for operational reasons. However, if the bypassed pilot does not require training for the position for which he is being bypassed, the Company will ensure that the bypassing pilot who has been awarded the same position and status on the same Vacancy/Realignment Award is not awarded a schedule for more than two (2) full bid periods while the bypassed pilot continues to occupy his previous position and status.

Example: Pilot A is awarded ORD CL-65 Captain reserve. On a subsequent bid award,

**FILLING OF VACANCIES/
OUT OF POSITION PAY**

Pilot B, who is junior to Pilot A (and who is not an ORD CL-65 CA Reserve), is also awarded ORD CL-65 Captain lineholder. Pilot A is also awarded ORD CL-65 Captain lineholder on the same Award. Pilot B completes his check on April 9 and is eligible to bid a line for May. The Company may elect to bypass Pilot A and require him to continue to fly as a reserve, but he must be permitted to bid as a lineholder for July.

2. A pilot who is bypassed for lineholder status, and who does not need any training to assume that status as described in paragraph B.1. above, will be given the same line guarantee (credit as reflected on the final bid award) as the bypassing pilot for the bid period(s) that the bypassing pilot is eligible to bid as a lineholder while the bypassed pilot remains a reserve pilot. This pay guarantee shall apply on a one-for-one basis.

This Letter of Understanding shall become effective on the date of execution and shall remain in full force and effect concurrent with the pilot's basic agreement.

IN WITNESS WHEREOF, the parties have signed this Letter of Understanding this 9th day of April, 2003.

For AIR WISCONSIN AIRLINES
CORPORATION

For AIR LINE PILOTS
ASSOCIATION, INTERNATIONAL

/s/ Scott Orozco
Chief Pilot

/s/ Carl A. Fleming, Chairman
Master Executive Council (ARW)

LETTER OF AGREEMENT
between
AIR WISCONSIN AIRLINES CORPORATION
and the
AIR LINE PILOTS
in the service of
AIR WISCONSIN AIRLINES CORPORATION
as represented by the
AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

THIS AGREEMENT is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, by and between Air Wisconsin Airlines Corporation and the air line pilots in the service of Air Wisconsin Airlines Corporation, as represented by the Air Line Pilots Association, International ("Association").

WHEREAS, the Company and ALPA wish to make certain amendments to the collective bargaining agreement signed on September 11, 2001,

WHEREAS, it is understood and agreed that these amendments shall only become effective if a new or amended United Express agreement between AWAC and UAL becomes fully effective, including, but not limited to, Bankruptcy Court approval,

THEREFORE, it is hereby agreed that:

Unless otherwise provided herein, all provisions of this Letter of Agreement shall become effective on the first day of the month following the effective date of the new or amended United Express agreement (the "Effective Date"), unless the effective date of the new or amended United Express agreement is the first (1st) of the month, in which case the Effective Date will be the same date.

A. **Wages**

1. The wage scales that became effective August 1, 2002 that appear in Section 3.A. shall be reduced by seven percent (7%) for the CL-65 and by nine percent (9%) for the BAe-146, and a 51-70 seat jet rate is hereby established. See Appendix A of the Letter of Agreement.
2. Wages will be increased by 1.5% on each anniversary date of the Effective Date. In addition, the pilot wage scales will be reviewed and revised, in accordance with paragraphs a.

through e. below, at Effective Date + 2.5 years (Wage Adjustment 1), Effective Date + 5 years (Wage Adjustment 2), and Effective Date + 7.5 years (Wage Adjustment 3). The wage adjustment will become effective on the date identified as the Wage Adjustment date. The Wage Adjustment process will be conducted in accordance with the following provisions:

- a. The average Captain pay rate for each longevity year will be calculated by adding together the 50-seat jet aircraft (i.e., CL-65, EMB-145) wages then in effect of independent carriers (main line carrier does not hold a majority equity interest) who are the six largest producers of 50-seat jet aircraft ASMs, and, if not included in the six largest, all United Express carriers (excluding Air Wisconsin) operating 50-seat jet aircraft. This sum will be divided by the number of carriers used in the calculation and the result will be the "Average Rate."
- b. The Average Rate for each longevity year will be compared to the Air Wisconsin rate for the same longevity year. The Air Wisconsin Captain pay rate, by longevity year, will be adjusted, if necessary, so that it equals the Average Rate plus two percent (2%) at Wage Adjustment 1, the Average Rate plus three percent (3%) at Wage Adjustment 2 (after giving effect to the annual one and one-half percent (1.5% wage increase), and the Average Rate plus four percent (4%) at Wage Adjustment 3. If the Air Wisconsin rate meets or exceeds the Average Rates plus the applicable percentages, no adjustment will be made.
- c. If the wage scales of a carrier used to calculate the Average Rate do not include a longevity year pay rate that parallels the Air Wisconsin longevity scale, the previous year's pay rate will be used in its place. For example, if a carrier's Captain longevity scale extends to fifteen (15) years, and the Air Wisconsin Captain scale extends to eighteen (18) years, the carrier's fifteen (15) year rate would be used for Years 16, 17, and 18 in computing the Average Rate. Conversely, if the longevity scale of a carrier used to calculate the Average Rate includes longevity years that extend beyond Air Wisconsin's longevity scale, then that carrier's extended scale would be used calculate the

**CONTRACT RESTRUCTURING
AGREEMENT**

Average Rate for those years. For example, the CL-65 Captain longevity scale ends at eighteen (18) years. If another carrier's or carriers' scale extends to twenty (20) years, then an Average Rate will be calculated for Years 19 and 20, and will be compared to the Air Wisconsin pay rates for pilots with more than 18 years. Adjustments will be made in accordance with paragraph b. above for those longevity years.

- d. Each longevity step in the Captain BAe-146 and 51-70 seat jet wage scales will be increased by the same percentage as the corresponding longevity step in the CL-65 wage scale.
 - e. The CL-65 and 51-70 seat jet First Officer pay rates, by longevity year, will be sixty percent (60%) of the CL-65 Captain pay rate. The BAe-146 First Officer pay rates, by longevity year, will be sixty percent (60%) of the BAe-146 Captain pay rate. The first year First Officer pay rate will not be subject to the 60% rule. The first year First Officer pay rate will be increased by one and one-half percent (1.5%) on an annual basis, and will receive the same percentage increase (if any) as the first year CL-65 Captain in accordance with the Wage Adjustment procedure.
3. Section 3.B.1. is amended to provide that: A pilot who voluntarily adds a trip (or portion thereof after the Initial Open Time Award (Section 25.I.) shall be compensated ... (return to current book language).

B. Rigs

- 1. Section 3.C.2. is amended to provide for one (1) hour of pay for every four (4) trip hours.
- 2. Add to Section 3.C. after the first sentence: However, either (but not both) the first day or the last day of any three- or four-day trip will be exempt from the minimum daily pay provision, provided the pilot is originally scheduled to check in at or after 1500L (if applied to the first day) or is originally scheduled to report off on or before 1200L (if applied to the last day). Instances in which the minimum day will not apply will be designated on the schedules.

**CONTRACT RESTRUCTURING
AGREEMENT**

Example: A pilot is scheduled to check in at 1830 on the first day of a three- or four-day trip. He is scheduled for 2.5 block hours. No minimum day will apply on this day. The pilot will be credited with the greater of scheduled, actual, duty rig pay (if any), or trip rig pay (if any).

Example: A pilot is scheduled to report off at 0930 on the last day of a three- or four-day trip. He is scheduled to fly 2 block hours. No minimum day will apply on this day. The pilot will be credited with the greater of scheduled, actual, duty rig pay (if any), or trip rig pay.

Example: A pilot is scheduled to check in at 1830 on the first day of a three- or four-day trip. He is scheduled to fly for 2.5 block hours. On the last day of the trip, the pilot is scheduled to fly 2.5 block hours and is scheduled to report off at 0930 at his domicile. The Company may designate that the minimum day does not apply on either the first or last day of the trip, but not both. The “no minimum day” provision will be designated on the bid schedule and final bid award.

This exception to the minimum day rule applies only to schedule construction, and will not be applied as a result of rescheduling that occurs during daily operations. For example, if a pilot was originally scheduled to check in at 1000, but due to a mechanical problem, his report time is delayed to 1515, the pilot will be credited with the greater of scheduled, actual, minimum day, duty rig pay (if any), or trip rig pay (if any).

3. Section 3.C. will also contain the following exception:

A CDO will not be subject to the minimum day (3.C.3.), duty rig (3.C.1.), or trip rig (3.C.2.). Each CDO will have a minimum value of five (5) hours. A pilot will be credited with the greater of scheduled, actual, or five (5) hours for each CDO.

4. Section 3.C. will also include the following exception:

After the regular lines are constructed in accordance with Section 25.E., the Company may designate up to five percent (5%) of the total time, by position, as trips that are not subject to the duty and trip rigs. These trips will be identified on the relief lines (if applicable), and in open time as non-rigged trips ("NRTs").

Example: 1,000 block hours scheduled for ORD CL-65. No more than 100 hours (10% of the total block hours) may remain unassigned after the regular lines are constructed. No more than fifty (50) hours (five percent) may be constructed into trips designated as NRTs.

C. **Instructors and Check Airmen**

Section 3.H. is amended to provide:

A pilot who is designated as an instructor pilot or line check airman and who performs the duties associated with those positions in a given bid period will receive two hundred fifty dollars (\$250.00) for that month in addition to any and all other pay credits earned in that month. Once an instructor pilot or line check airman has performed twenty five (25) block hours of instruction, line checks, or IOE in a bid period, he will be paid an additional ten dollars (\$10.00) per hour for each additional block hour of instruction, line check, or IOE.

D. **Per Diem**

Section 5.D. (Per Diem) will be modified to provide that: A pilot will be paid a per diem allowance of \$1.40 per trip hour (fractions will be prorated) for domestic assignments and \$1.70 per trip hour for international assignments (except Canada, which shall be paid at the domestic rate). On the Effective Date plus three (3) years, the per diem rates shall be increased to \$1.50 and \$1.80, respectively. On the Effective Date plus six (6) years, the per diem rates shall be increased to \$1.60 and \$1.90, respectively.

E. **Vacation**

Section 7.C.1. is replaced with the following provision:

A pilot will be credited with three (3) hours of pay for each calendar day that falls within the vacation period, regardless of any trips missed.

F. Check Airmen

Section 11.G.9.a. is amended to provide that: Except in the case of the introduction of new equipment, a pilot will not be utilized as a check airman (including IOE Check Airman) until after he completes 1) Consolidation of Knowledge and Skills (CKS) as a Captain in the equipment in which he will serve as check airman; 2) one (1) year of active service with the Company; and 3) three hundred (300) hours of line flying.

G. Short-Term Training Pay

Section 11.I.1. is replaced with the following provision:

A pilot assigned to short-term training event will be credited with 3.8 hours of pay for each calendar day of the training assignment. There will be no pay for touching trips that must be dropped due to a conflict with the training event. A pilot may indicate at the time he bids that he wants the Company to substitute other flying for the touching trips dropped (on the days dropped). Delete all references to daily trip value in examples following 11.I.4. and replace with the following examples:

A pilot will be paid the greater of the following:

Deadhead to ground school: Full value of deadhead, or 3 hour minimum day value

Ground school: 3.8 hours

Last day of ground school/travel to domicile: 3.8 hours

Note: As is, but delete "or the schedule trip daily value."

Pay Examples for Recurrent Proficiency Check/Proficiency Training

A pilot will be paid the greater of the following:

Deadhead to Proficiency Check:

Full value of deadhead, or 3 hour minimum day value

Proficiency Check/Deadhead to/from Domicile:

2:00 SIM + full value of deadhead, or 3.8 hours minimum training day, or 4.2 hours if paragraph 11.1.1. above applies.

Proficiency Check/Deadhead/Line Flying:

2:00 SIM + Full value of deadhead + actual flying, or 3.8 minimum training day, or 4.2 hours if paragraph 11.1.1. above applies.

H. Flight Time Limitations

Section 12.A.1. through 12.A.5. is deleted.

I. Trip Time Limitations

Section 12.B. is modified to allow for 380 trip hours in a bid period (TAFB).

J. On-Duty Limitations

Section 12.C.2. is deleted and the following language will appear in its place: No pilot will remain on duty for longer than sixteen (16) hours.

K. RON Rest

Section 12.E.2. is deleted and replaced with:

A pilot on an RON will not be scheduled for, nor will he actually receive less than eight (8) hours of rest "at the hotel." At the hotel means the time between entry and exit of the RON hotel. This provision also applies to a pilot who is rescheduled to overnight in his domicile during a trip sequence. See Section 5.H. for in-domicile layover rooms.

L. Move-Ups

Section 24.J. is amended to include the following:

c. Move-Ups For Anticipated Temporary Shifts in Flying

In the event the Company is required to shift flying from one domicile to another as a result of marketing schedule changes, and the shift in flying is anticipated to occur for four (4) consecutive months (or less), the Company may move up reserve pilots as necessary to cover additional flying, provided the Company maintains the minimum reserve complement as specified in Section 25.N.1. A temporary move-up that exceeds (4) consecutive bid periods will result in the publication of a permanent bid for an additional line holder(s) in the affected domicile. The number of new permanent line holder positions will be equivalent to the number of temporary awards that exceed four (4) bid periods.

- d.** The Company will notify the MEC Chairman and the MEC Grievance Chairman, in writing (by e-mail), prior to the publication of the monthly bid of its intent to award a line of time to a reserve pilot due to a shift in flying. The notice will include the total scheduled block hours from the bid period before the shift occurred (labeled by month) and the total scheduled block hours for the affected bid period. If the Company does not notify the ALPA designees as required above, no move-up will occur.

M. Open Flying

Section 25.E.2. is modified to provide that regular lines will be constructed until no more than ten percent (10%) of the total flying remains unassigned, by position. This number does not include time planned for IOE.

N. Eleven Day Off Lines (at Pilot Option)

Section 25.E.8. is amended to provide:

- a.** A bid line will be constructed with no less than twelve (12) days off, except that up to thirty percent (30%) of the bid lines by position may be constructed with eleven (11) days off. The thirty percent (30%) limitation may be exceeded

with the written (e-mail) agreement of the MEC Chairman. These lines will be awarded by seniority. A pilot who receives a line with eleven (11) days off will be restored to twelve (12) days off if he notifies the Company in accordance with the instructions on the bid package. A bid line containing eleven (11) days off will “flag” the day that will be dropped if the pilot elects to have twelve (12) days off.

- b. The “flagged” day will be identified in the bid package, and the bid package will also show the original and the revised trip pairing. A pilot who elects to be restored to twelve (12) days off will only be paid for the value of the revised trip pairing (the revised pairing may impact the adjoining day).
- c. A pilot awarded a reserve line with eleven (11) days off who does not elect to be restored to twelve (12) days off will have a monthly guarantee of 79:10.
- d. Neither the insertion nor the deletion of a “flagged” day will result in a schedule with a single day off.
NOTE: A pilot is entitled to drop the “flagged” day regardless of whether the flagged day is inside or outside a planned absence.

O. Maximum Block Time

Section 25.E.9. is modified to provide that a bid line will not contain more than ninety-five (95) block hours.

P. Maximum Trip Hours

Section 25.E.10. is modified to provide that a bid line will not contain more than three hundred eighty (380) trip hours.

Q. Maximum Open Time in Conjunction with the Construction of Regular Lines

Section 25.H.2. and 25.H.3. are amended to change the references from five percent (5%) to ten percent (10%).

R. Trip Adds

Section 25.I.3. is amended to allow a pilot to add a trip that results in monthly block of ninety-eight (98) hours.

S. **Health and Dental Plans**

1. Sections 27.B.1.c., 27.B.2.c., 27.B.3.c., and 27.C.1.c. are deleted. Section 27.D.2., paragraph 2, is deleted.

The following language replaces those provisions:

A pilot will pay twenty-five percent (25%) of the premium cost for the health and/or dental plan he selects (Indemnity, EPO, PPO, or HMO) and the Company will pay the other seventy-five percent (75%). The total cost will be calculated in accordance with Sections 27.D.1. and 27.D.2. The cost of each plan will be calculated separately, and the cost of the separate HMO and PPO plans will be calculated by location. For example, if an HMO available only to Appleton-based pilots costs less than an HMO available only to Chicago-based pilots, then the premium charged to Appleton-based pilots would be lower than the premium charged to Chicago-based pilots. A PPO available only in the Denver area may have a different cost than a nationwide PPO. However, pilots participating in a nationwide PPO would be charged the same premium. The pilot share of the premium cost will not be implemented until after a two (2) week Open Enrollment period.

2. Section 27.B.5.a. is amended to provide that a pilot who retires at the normal retirement age of sixty (60) years of age may elect to continue to be covered by a Company health plan for five (5) years from the date of retirement, provided he is participating in a health plan at the time he retires. The pilot will pay twenty-five percent (25%) of the premium cost for the health plan selected. However, Section 27.B.5.a., as it appears in the Agreement executed on September 11, 2001, will apply to any pilot who retired prior to the Effective Date of this Letter of Agreement.

T. **Flexible Spending**

Section 27.F.2. is amended to delete \$2,500 and substitute \$3,500 (commencing with Plan Year 2004).

U. Retirement

1. Section 28.C. is amended to provide that the Company shall contribute to the 401(k) Plan on behalf of each eligible pilot an employer contribution in an amount equal to three percent (3%) of each such pilot's regular wages, including overtime and bonuses, which contribution shall be made without regard to whether the pilot makes salary deferral contributions. Remainder of language is current book.
2. Section 28.D. is amended to provide a schedule of Company matching contributions as follows:

<u>Pilot Elective Deferral</u>	<u>Company Match</u>
3%-4%	1%
5%-6%	2%
7%	3%
8%	4% (Effective July 1, 2006)
9%	5% (Effective July 1, 2008)

3. The parties agree to finalize the plan amendment that will change the eligibility requirement to twelve (12) months active service.

V. General – Jumpseat

Section 26.S. is amended to delete the limit on the number of flight crew members authorized to occupy an available seat in the cabin.

W. Commuter Policy

This policy is designed for commuters in an attempt to assist them in their commute under unusual circumstances. This policy applies only when a pilot is traveling from his permanent address to his assigned domicile, and only on airlines for which the Company has direct access to the computer reservation system. A pilot will not receive any discipline, nor will his unavailability be counted as an "event" or "occurrence" under the Company's Attendance policy, provided the pilot complies with the following:

**CONTRACT RESTRUCTURING
AGREEMENT**

1. The commuting pilot will have one original and one back-up flight to his domicile, the first of which must be scheduled to arrive at least two (2) hours prior to the check-in time for the trip in question, and the second must be scheduled to arrive at least one-half (0.5) hour prior to check-in time. The above requirements do not relieve the commuting pilot of his responsibility of exercising good judgment when considering when it is appropriate to start his travel to his domicile. For example, waiting to commute on the day a trip is scheduled to start when there is a forecast of severe winter weather would not be considered "good judgment." A pilot who is deemed not to have exercised "good judgment" in regards to his commute is not covered under this Section and will be subject to the provisions of the Company's attendance policy.
2. At least one (1) hour prior to the back-up flight, the pilot will contact Crew Scheduling and request to speak to the Chief Pilot, and if he is not available, will ask to speak with any available Flight Department manager.
3. The pilot will provide the Flight Department with the flight number of the original and back-up flights. The Company will verify that the pilot was listed for the original flight, and that the original and the back-up flights were scheduled to arrive at least two (2) hours and one-half (.5) hour prior to the scheduled report time, respectively.
4. The Company, if able, may elect to provide positive space transportation for the back-up flight, request that the pilot get to work on the first available flight, or remove the pilot from the trip.
5. A pilot will not be paid or credited for any portions of the trip or duty period for which he was unavailable. This includes the daily minimum credit that might otherwise apply.
6. A pilot whose original trip does not return to the domicile may be assigned to any other trip, provided that the trip ends on the same day as the originally scheduled trip. A pilot who is reassigned will be credited for the trip he actually flies.
7. The pilot and the Company may mutually agree to any other reassignment.

X. Duration

Section 31 is modified to read as follows:

A. This Agreement shall become effective on the first day of the month following the effective date of the new or amended United Express Agreement, or, if the new or amended United Express Agreement is the first of the month, on that day [this language to be replaced with a specified date in the amended collective bargaining agreement], and shall continue in full force and effect until eight (8) years thereafter, and shall renew itself without change until each succeeding [same date as Effective Date] thereafter, unless written notice of intended change is served in accordance with Section 6, Title I of the Railway Labor Act, as amended, by either party hereto at least ninety (90) days, but not more than three hundred sixty-five (365) days prior to Effective Date, 2011 or any Effective Date thereafter.

B. As is.

This Letter of Agreement shall become effective on the date of execution and shall remain in full force and effect concurrent with the pilot's basic agreement.

IN WITNESS WHEREOF, the parties have signed this Agreement this 16th day of June, 2003.

For AIR WISCONSIN AIRLINES
CORPORATION

For AIR LINE PILOTS
ASSOCIATION, INTERNATIONAL

/s/ William P. Jordan
EVP-Administration and
General Counsel

/s/ Duane E. Woerth
President

/s/ J. Kevin LaWare
Vice President-Operations

/s/ Carl A. Fleming, Chairman
Master Executive Council (ARW)

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LETTER OF AGREEMENT
between
AIR WISCONSIN AIRLINES CORPORATION
and the
AIR LINE PILOTS
in the service of
AIR WISCONSIN AIRLINES CORPORATION
as represented by the
AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

THIS AGREEMENT is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, by and between Air Wisconsin Airlines Corporation and the air line pilots in the service of Air Wisconsin Airlines Corporation, as represented by the Air Line Pilots Association, International ("Association").

WHEREAS, the parties wish to provide for a method to negotiate and resolve any issues that may arise from the Company's potential future operation of aircraft with a common type where such aircraft have different rates of pay,

THEREFORE, IT IS HEREBY AGREED THAT:

- A. Should the Company wish to require a pilot to operate both the CL-65 and the 70-seat derivative without establishing the 70-seat jet as a separate bid position pursuant to Section 24, then the Company and the Association will meet to negotiate the provisions that will govern the operation of the two aircraft at a mutually agreed upon time, but in no case later than one hundred twenty (120) days prior to the scheduled commencement of revenue service.
- B. Upon receipt of notice from the Company that it desires to engage in negotiations pursuant to this Letter, the Association Negotiation Committee will be released from service for preparation and negotiations, and, if necessary, arbitration. The parties will utilize the first fifteen (15) days to determine their positions. Negotiations will commence on the fifteenth (15th) day following the Notice. If no agreement has been reached after fifteen (15) days of negotiations, the parties may elect to utilize the services of a mediator. If no agreement has been reached by the thirtieth (30th) day of negotiations, the parties agree to submit the issue to an arbitrator for final and binding arbitration. The arbitration will occur between the eighth (8th) and fifteenth (15th) days following the close of the negotiations period.

- C. 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 of the Agreement. The arbitrator will be selected within two (2) business days of the Association's receipt of notification from the Company.
- D. Closing oral arguments shall be made in lieu of post-hearing briefs. The arbitrator's decision shall be issued no later than seven (7) days after the close of the arbitration hearing. The arbitrator shall have jurisdiction to determine the application of the any compensation-related provision of the Pilot Agreement, but shall not have the jurisdiction to amend the pay rate.
- E. The time limits may be extended or reduced by the mutual agreement of the parties.

This Letter of Agreement shall become effective on the date of execution and shall remain in full force and effect concurrent with the Pilot's Basic Agreement.

IN WITNESS WHEREOF, the parties have signed this Agreement this 16th day of June, 2003.

For AIR WISCONSIN AIRLINES
CORPORATION

For AIR LINE PILOTS
ASSOCIATION, INTERNATIONAL

/s/ William P. Jordan
EVP-Administration and
General Counsel

/s/ Duane E. Woerth
President

/s/ J. Kevin LaWare
Vice President-Operations

/s/ Carl A. Fleming, Chairman
Master Executive Council (ARW)

LETTER OF AGREEMENT
between
AIR WISCONSIN AIRLINES CORPORATION
and the
AIR LINE PILOTS
in the service of
AIR WISCONSIN AIRLINES CORPORATION
as represented by the
AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

THIS AGREEMENT is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, by and between Air Wisconsin Airlines Corporation and the air line pilots in the service of Air Wisconsin Airlines Corporation, as represented by the Air Line Pilots Association, International ("Association").

WHEREAS, the parties mutually agree to modify Section 7 (Vacation), Paragraph E.1. (Primary Vacation),

THEREFORE, IT IS HEREBY AGREED:

Section 7.E.1. shall remain in full force and effect, except that the following provision shall be added to the paragraph:

A pilot who is awarded a primary vacation and who is also awarded a monthly schedule that includes flying on the day before and/or the day after the vacation period will be released from duty by noon on the day prior to the first scheduled day of the vacation period, and shall not be scheduled to report for duty before noon on the day following the last scheduled day of the vacation period. The Company may drop or split trips in order to comply with the release and report times on these days. In addition, a trip may be modified to enable a pilot to start or finish a trip in his domicile.

This Letter of Agreement shall become effective on the date of execution and shall remain in full force and effect concurrent with the pilot's basic agreement.

IN WITNESS WHEREOF, the parties have signed this Agreement this 15th day of November, 2004.

PRIMARY VACATION RELEASE

For AIR WISCONSIN AIRLINES
CORPORATION

For AIR LINE PILOTS
ASSOCIATION, INTERNATIONAL

/s/ J. Kevin LaWare
Vice President of Operations

/s/ Duane E. Woerth
President

/s/ Carl A. Fleming, Chairman
Master Executive Council (ARW)

LETTER OF AGREEMENT
between
AIR WISCONSIN AIRLINES CORPORATION
and the
AIR LINE PILOTS
in the service of
AIR WISCONSIN AIRLINES CORPORATION
as represented by the
AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

THIS AGREEMENT is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, by and between Air Wisconsin Airlines Corporation and the air line pilots in the service of Air Wisconsin Airlines Corporation, as represented by the Air Line Pilots Association, International ("Association").

WHEREAS, Air Wisconsin and ALPA wish to offer a voluntary early retirement package to pilots who will be age 53 or older and have at least ten (10) years of service as of April 30, 2006,

THEREFORE, IT IS HEREBY AGREED THAT:

- A. A pilot who chooses to accept the early retirement offer must sign a binding commitment letter (to be provided by the Company) no later than the date the pilot is scheduled to start CL-65 training or the close of business January 20, 2006, whichever occurs first. Once a pilot makes a written commitment accepting this early retirement offer, it cannot be rescinded.
- B. A current 146 pilot who elects this early retirement offer will have an effective date of retirement of April 30, 2006, or the pilot's scheduled start date of CL-65 training, whichever occurs first. A current CL-65 pilot who elects this early retirement offer will have an effective date of retirement of April 30, 2006. Upon retirement, a pilot will be removed from the seniority list in accordance with the Pilot Collective Bargaining Agreement (CBA).
- C. Within 30 days of the retirement date, a lump sum payment will be made that includes:
 - 1. The present value of employer's share of cost for health and dental coverage up to age 60 and the present value of the employer's share of retiree medical benefits as provided for in the Pilot CBA from age 60 to age 65. The

amount will be calculated using the pilot's 2006 health and dental elections. Upon retirement, the pilot will no longer be enrolled in the Company health and dental plans, and will not be eligible for retiree medical benefits under the Pilot Agreement, but will be eligible for COBRA in accordance with Federal regulations.

2. Payment of one-half of the pilot's accrued sick bank as of the date of retirement.
 3. Payment of the pilot's accrued vacation balance.
 4. In addition, the pilot will also receive on-line passes and interline pass and privileges consistent with AWAC's interline agreements.
- D. Eligible pilots who are interested in receiving information regarding their lump sum payment information should send an e-mail request to stan.petersen@airwis.com.

This Letter of Agreement shall become effective on the date of signing and shall remain in effect until Air Wisconsin satisfies all of the obligations outlined herein.

IN WITNESS WHEREOF, the parties have signed this agreement this 4th day of January, 2006.

For AIR WISCONSIN AIRLINES
CORPORATION

/s/ Scott Orozco
Managing Director of Flight
Operations

For AIR LINE PILOTS ASSOCIATION,
INTERNATIONAL

/s/ Duane E. Woerth
President

/s/ Carl A. Fleming, Chairman
Master Executive Council (ARW)