

**AGREEMENT**

**between**

**CAPITAL CARGO INTERNATIONAL AIRLINES, INC.**

**and**

**THE AIRLINE CREWMEMBERS IN THE SERVICE OF  
CAPITAL CARGO INTERNATIONAL AIRLINES, INC.**

**as represented by the**

**AIR LINE PILOTS ASSOCIATION, INT'L**



**Capital Cargo International<sup>TM</sup>**  
A I R L I N E S

**Duration: August 1, 2010–July 31, 2013**



## Table of Contents

<b>Section 1: Recognition and Job Security .....</b>	<b>1</b>
A. Recognition .....	1
B. Scope .....	1
C. Successorship .....	1
D. Labor Protection .....	2
E. Retained Management Rights .....	3
F. Resolution of Disputes .....	4
<b>Section 2: Definitions .....</b>	<b>5</b>
<b>Section 3: Compensation .....</b>	<b>13</b>
A. Pay Rates .....	13
B. Vacation Pay .....	16
C. Training Pay .....	17
D. Check Airman Pay .....	17
E. Overtime Pay .....	17
<b>Section 4: Minimum Monthly Guarantee.....</b>	<b>19</b>
<b>Section 5: Travel Expenses .....</b>	<b>21</b>
A. Per Diem Allowance .....	21
B. Lodging .....	22
C. Transportation .....	23
D. Other Travel Expenses .....	24
<b>Section 6: Intentionally Left Blank .....</b>	<b>27</b>
<b>Section 7: Vacation.....</b>	<b>29</b>
A. Accrual .....	29
B. Availability .....	30
C. Bidding, Awarding, and Trading .....	30
D. Operation .....	31
E. Cancellation and Waiver.....	32
F. Pay .....	33
G. Vacation Buyout .....	34
<b>Section 8: Travel.....</b>	<b>35</b>
A. Modes of Travel.....	35
B. Alternative Travel.....	35

<b>Section 9: Miscellaneous Flying.....</b>	<b>37</b>
A. General .....	37
B. Maintenance Flights .....	37
C. Currency in Type .....	38
D. Check Airmen.....	38
E. Ground and Simulator Instructors .....	39
<b>Section 10: Transfer to Non-Flying or Supervisory Duty.....</b>	<b>41</b>
A. Eligibility for Selection .....	41
B. Seniority and Longevity .....	41
C. Return to the Line.....	42
<b>Section 11: Training .....</b>	<b>43</b>
A. All Training .....	43
B. Association Recommendations .....	44
C. Simulator Scheduling .....	44
D. Check Rides .....	44
E. Recurrent Training and Scheduling .....	45
F. Unsatisfactory Proficiency Checks .....	46
G. Line Checks .....	46
H. New-Hire, Upgrade, Transition, and Requalification .....	46
I. Pay .....	48
<b>Section 12: Hours of Service .....</b>	<b>49</b>
A. Application of Federal Air Regulations .....	49
B. Report and Release .....	49
C. Maximum On-Duty Limits .....	51
D. Assignment .....	52
E. Training Before or After a Scheduled Assignment .....	52
F. Deadhead Back to Assignment Location.....	52
G. Call to Crewmembers.....	53
H. Emergency Notifications .....	53
<b>Section 13: Leaves of Absence.....</b>	<b>55</b>
A. Military Leave .....	55
B. Jury Duty Leave .....	55
C. Medical Leave.....	55
D. Personal Leave .....	57
E. Bereavement Leave .....	58
F. Accident Investigation Leave .....	58
G. General .....	58
H. Association Leave .....	60
I. Family and Medical Leave .....	60
J. Summary of Leaves of Absence .....	61

<b>Section 14: Sick Leave .....</b>	<b>63</b>
A. Sick Charge .....	63
B. Sick Leave Accrual .....	63
C. Sick Leave Pay Provisions .....	64
D. Crewmember Responsibility .....	64
E. Return to Work .....	65
F. Illness or Injury on Layover .....	65
<b>Section 15: Physical Standards.....</b>	<b>67</b>
A. Standards .....	67
B. Medical Examinations.....	67
C. Make-Whole .....	68
D. Loss of First-Class Medical .....	68
E. Alcohol and Drug Testing .....	68
F. Substance Abuse Program.....	69
<b>Section 16: Workers' Compensation .....</b>	<b>71</b>
A. Waiting Periods .....	71
B. Coordination of Benefits .....	71
C. Restoration of Sick Leave and Vacation Benefits.....	71
<b>Section 17: Missing, Internment, Prisoner of War, or Hostage Benefits.....</b>	<b>73</b>
A. Coverage.....	73
B. Written Direction.....	73
C. Non-Directed Payments .....	74
D. Seniority and Longevity .....	74
E. Form of the Written Direction .....	75
<b>Section 18: Association Business.....</b>	<b>77</b>
A. Release from Duty.....	77
B. Protection of Seniority, Longevity, Pay, and Benefits.....	77
C. Flight Pay Loss.....	77
<b>Section 19: Investigation and Discipline .....</b>	<b>79</b>
A. Standard for Discipline.....	79
B. Disciplinary Process and Appeal.....	79
C. General .....	80
<b>Section 20: Grievances.....</b>	<b>83</b>
A. Grievance Procedure .....	83
B. General .....	84

<b>Section 21: System Board of Adjustment.....</b>	<b>87</b>
A. Establishment of a System Board of Adjustment.....	87
B. Submissions to the Board.....	87
C. Grievance Mediation.....	88
D. Selection of the Neutral Chairman.....	90
E. Conduct of Hearings Before the Board.....	91
F. General.....	92
<b>Section 22: Seniority .....</b>	<b>93</b>
A. Service with the Company.....	93
B. System Seniority List.....	93
C. Seniority Date.....	93
D. Retention of Seniority.....	93
E. Basic Seniority Rule.....	93
F. Protest on System Seniority List.....	94
G. Failure to Qualify in Turn.....	94
H. Loss of Seniority.....	94
I. Probation.....	95
<b>Section 23: Furlough and Recall.....</b>	<b>97</b>
A. Displacement.....	97
B. Furlough.....	97
C. Recall.....	98
D. Flight Engineer/Second Officer.....	100
E. Exemption from Recall Due to Employment Contract.....	102
F. General.....	102
<b>Section 24: Filling of Vacancies.....</b>	<b>105</b>
A. Vacancy (Open Position) Bid.....	105
B. Eligibility to Bid for Vacancies.....	105
C. Reassignment to Previous Position.....	107
D. Short-Term Personnel for New Equipment.....	107
E. Fair Treatment for Experienced Pilots.....	107

<b>Section 25: Scheduling</b> .....	<b>109</b>
A. Scheduling by Bid Periods .....	109
B. Bid Package .....	109
C. General Bidding Information .....	110
D. Awarding of Bid Lines .....	110
E. Reassignment .....	112
F. Line Operating Experience (LOE) Lines .....	113
G. Number of Scheduled Days Worked and Days Off .....	113
H. Open Time .....	114
I. Reserve Day Availability .....	116
J. Trip Trade .....	117
K. Association Scheduling Committee .....	118
<b>Section 26: General</b> .....	<b>119</b>
A. Savings Clause .....	119
B. Non-Discrimination .....	119
C. Uniform .....	119
D. New Equipment.....	120
E. Aircraft Environment .....	121
F. Outside Employment .....	121
G. Hold Harmless.....	121
H. Personnel File.....	122
I. Jumpseats .....	122
J. Cost of Printing Agreement .....	122
K. Monitoring Devices.....	122
L. Association Access .....	123
<b>Section 27: Insurance Benefits</b> .....	<b>125</b>
<b>Section 28: Retirement</b> .....	<b>127</b>
<b>Section 29: Agency Shop, Dues Check-Off, and ALPA-PAC Check-Off</b> .....	<b>129</b>
A. Agency Shop .....	129
B. Dues Check-Off.....	133
Attachment A – Assignment and Authorization Form.....	135
C. ALPA Political Action Committee (ALPA-PAC) Check-Off .....	136
Attachment B – ALPA-PAC Check-Off Authorization Card .....	137
<b>Section 30: Duration</b> .....	<b>139</b>
<b>Section 31: Letters of Agreement</b> .....	<b>141</b>
<b>Section 32: Appendices</b> .....	<b>153</b>

**INTENTIONALLY LEFT BLANK**



1. **SECTION 1**

2.  
3. **RECOGNITION AND JOB SECURITY**

4.  
5. **A. RECOGNITION**

6.  
7. In accordance with certification No. R-6605 by the National Media-  
8. tion Board dated June 30, 1998, as transferred to the Association by  
9. letter dated July 25, 2007, in NMB File No. C-6917, the Company  
10. recognizes the Association as the collective bargaining representative  
11. of the Crewmembers employed by the Company for the purposes of  
12. the Railway Labor Act, as amended. Nothing in this Agreement will  
13. be construed to limit or deny any Crewmember thereunder or the  
14. Company any rights and privileges to which a Crewmember or the  
15. Company may be entitled under the Railway Labor Act, as amended.  
16.

17. **B. SCOPE**

18.  
19. 1. Except as otherwise provided in this Agreement, all flying  
20. performed by or for the Company will be performed by Crew-  
21. members whose names appear on the System Seniority List and  
22. flown in accordance with the provisions of this Agreement. Noth-  
23. ing in this Agreement restricts the right of the Company to wet  
24. lease, dry lease, or subservice flying to or from other airlines or  
25. customers.  
26.  
27. 2. The Company will not enter into a wet lease or subservice for  
28. the primary purpose of furloughing Crewmembers on the System  
29. Seniority List.  
30.  
31. 3. When a Crewmember is not required to perform an acceptance  
32. flight as provided in Section 9.B.2., the Company may use a non-  
33. seniority-list airman on maintenance acceptance flights.  
34.

35. **C. SUCCESSORSHIP**

36.  
37. This Agreement will be binding upon any successor or merged  
38. Company or companies unless or until changed in accordance with  
39. the provisions of the Railway Labor Act, as amended. As soon as the  
40. Company becomes aware of a transaction described in the foregoing  
41. sentence and it is legally permissible to disclose such information,  
42. it will provide the Association with written notice of the transaction,  
43. subject to appropriate confidentiality agreements.  
44.

1. D. LABOR PROTECTION

2.  
3. 1. If the Company enters into a definitive agreement that may result  
4. in a merger, acquisition, and/or sale of the Company, the Com-  
5. pany will notify the Association as soon as practicable.  
6.  
7. 2. In the event of a merger of the Company and another air car-  
8. rier where the surviving carrier decides to integrate premerger  
9. operations affecting the seniority rights of Crewmembers on the  
10. System Seniority List, seniority integration will be accomplished  
11. in a fair and equitable manner in accordance with the following  
12. procedures, provided the Company is the surviving carrier:  
13.  
14. a. The integration of the lists will be governed by Association  
15. merger policy if both pre-transaction Crewmember/pilot  
16. groups are represented by the Association. If the other pre-  
17. transaction pilot group is not represented by the Association,  
18. then Sections 3 and 13 of the Labor Protective Provisions  
19. specified by the Civil Aeronautics Board in the Allegheny-  
20. Mohawk merger (hereinafter “LPP”) will apply except that  
21. only the respective Crewmember/pilot groups will participate  
22. in the integration process. The successor or the Company, as  
23. appropriate, will accept the integrated seniority lists or lists,  
24. including any reasonable conditions or restrictions regard-  
25. ing the integration of the seniority lists, established through  
26. Association merger policy or LLP proceedings, as applicable.  
27. The integrated list will be presented to the successor or Com-  
28. pany, as appropriate, within ten (10) days of the completion  
29. of the list integration process. The issuance of an arbitrator’s  
30. final award under Section 13 of the LPP or under ALPA  
31. merger policy will be deemed completion of the list integra-  
32. tion process for this purpose.  
33.  
34. b. The respective Crewmember/pilot collective bargain-  
35. ing agreements will be merged as a result of negotiations  
36. between the Association (or Crewmembers’/pilots’ repre-  
37. sentative) and the successor of the Company, as applicable.  
38. If a merged agreement has not been executed within nine  
39. (9) months from the date that the Association (or Crew-  
40. members’/pilots’ representative) presents to the Company  
41. or successor, as applicable, an integrated seniority list, the  
42. parties will jointly submit outstanding issues to binding inter-  
43. est arbitration. The interest arbitration will commence within  
44. thirty (30) days from the conclusion of the negotiations

1. contemplated by this paragraph, and a final decision will be
2. issued within sixty (60) days after the commencement of the
3. arbitration.
- 4.
5. c. The aircraft (including orders and options to purchase
6. aircraft) and the flight operations of each pre-transaction
7. carrier will remain separated until such time as both the
8. Crewmembers'/pilots' seniority lists are integrated and the
9. Crewmembers'/pilots' collective bargaining agreements
10. are combined in accordance with paragraphs D.1. and D.2.,
11. above.
- 12.
13. d. The implementation of an integrated seniority list and fence
14. agreement (per paragraph D.2.c., above) will not result in
15. provisions more burdensome or materially more costly to the
16. Company and will not create any additional training costs or
17. cause operational disruption to the merged carrier.
- 18.
19. e. Discussions between the Company and the Association
20. related to any merger will not be pursuant to Section 6 of the
21. Railway Labor Act, as amended.
- 22.

23. E. RETAINED MANAGEMENT RIGHTS

- 24.
25. 1. Except as restricted by the terms of this Agreement, the Company
26. will retain all rights to manage and operate its business and work-
27. force, including but not limited to the right to sell or discontinue
28. all or part of the business; to sell or lease aircraft or facilities;
29. to determine where and when to operate flights; to determine its
30. marketing methods and strategies, and to enter code sharing, joint
31. venture, affiliation, or marketing agreements with other carriers;
32. to invest (including equity investments) in other business entities
33. including, without limitation, other air carriers; and to determine
34. the type of aircraft it will utilize.
- 35.
36. 2. The exercise of any right reserved herein to management in a
37. particular manner, or the non-exercise of such right, will not oper-
38. ate as a waiver of the Company's rights hereunder, or preclude the
39. Company from exercising the right in a different manner.
- 40.
41. 3. Any past practices prior to the date of this Agreement will not
42. create any contractual or legal right to continue such practices fol-
43. lowing the effective date of this Agreement.
- 44.

1. F. RESOLUTION OF DISPUTES

2.  
3. A grievance filed alleging a violation of Section 1 of the Agreement  
4. will bypass the initial steps of the grievance process and will be sub-  
5. mitted, heard, and resolved through binding arbitration on an expedit-  
6. ed basis directly before the System Board of Adjustment sitting with  
7. a neutral arbitrator. The dispute will be heard no later than thirty (30)  
8. days following the date that the grievance was filed with the System  
9. Board and decided no later than sixty (60) days after such date, unless  
10. the parties agree otherwise in writing.  
11.  
12.  
13.  
14.  
15.  
16.  
17.  
18.  
19.  
20.  
21.  
22.  
23.  
24.  
25.  
26.  
27.  
28.  
29.  
30.  
31.  
32.  
33.  
34.  
35.  
36.  
37.  
38.  
39.  
40.  
41.  
42.  
43.  
44.

1. **SECTION 2**

2.  
3. **DEFINITIONS**

4.  
5. A. **ACTIVE STATUS** – A time period in which the Crewmember is an  
6. employee of the Company, is on the payroll of the Company, and is  
7. receiving pay from the Company.  
8.  
9. B. **ALTERNATE DOMICILE AIRPORT** – A major domestic  
10. (forty-eight [48] contiguous United States, the District of Columbia)  
11. airport within close proximity to the personal domicile.  
12.  
13. C. **ASSIGNMENT LOCATION** – The airport at which a Crew-  
14. member begins and ends his trip or flight assignment or the location  
15. at which a Crewmember begins and ends his reserve, training, or  
16. other work assignment.  
17.  
18. D. **ASSOCIATION COMMITTEE** – A group of Crewmembers des-  
19. ignated by the Association to provide input to the Company about  
20. Crewmember issues.  
21.  
22. E. **BID LINE** – A period consisting of a standard bid line or reserve  
23. bid line.  
24.  
25. F. **BID PACKAGE** – A listing of scheduled bid lines for a bid period  
26. posted by Crew Scheduling for bid by Crewmembers as provided in  
27. Section 25.B.1.  
28.  
29. G. **BID PERIOD** – Month.  
30.  
31. H. **BLOCK HOUR** – One (1) hour of block time.  
32.  
33. I. **BLOCK TIME** – For the purposes of flight time flown, block time  
34. begins when an aircraft first moves from the ramp blocks (block-out)  
35. for the purpose of flight, calculating flight pay, logging of flight time, or  
36. movement of the aircraft for the purpose of deicing at a remote location,  
37. and it ends when the aircraft next comes to a stop at the ramp blocks at  
38. any station or other point of termination (block-in). This will be known  
39. as “actual” block-in and block-out times. For the purpose of flight time  
40. scheduled, block time begins when an aircraft is first scheduled to move  
41. from the ramp blocks for the purpose of flight (block-out) and ends  
42. when the aircraft is next scheduled to come to a stop at the ramp blocks  
43. at any station or other point of termination (block-in). This will be  
44. known as “scheduled” block-in and block-out time.

1. J. **CALLOUT** – An offer by the Company of a trip or reserve assign-  
2. ment to a Crewmember on his scheduled time off.  
3.
4. K. **CALLOUT DAY** – Every consecutive 24-hour period:  
5.  
6. i. where the assignment location for a callout is the Crew-  
7. member’s PADA, beginning at the report time for flight or  
8. reserve and ending at the release time from flight or reserve,  
9.  
10. ii. where the assignment location for callout is not the Crew-  
11. member’s PADA, beginning at the Crewmember’s report  
12. time to PADA for a callout until the 24-hour period in which  
13. the Crewmember arrives at his PADA (or scheduled time to  
14. arrive at the PADA if the Crewmember arrives later due to  
15. his voluntarily deviating from the positioning or deadhead  
16. flight), or  
17.  
18. iii. when the Company schedules a Crewmember to be in  
19. position at the starting assignment location, as provided in  
20. Section 12.B.3.d., where the Crewmember drives from his  
21. personal domicile to the assignment location for a callout,  
22. beginning at the start time of driving, derived by counting  
23. backward from the report time for flight or reserve at the  
24. assignment location by the “driving time,” until the succeed-  
25. ing 24-hour period in which the Crewmember returns to his  
26. personal domicile by driving, derived by counting forward  
27. from the release time from flight or reserve at the assignment  
28. location by the driving time.  
29.
30. L. **CAPTAIN** – A qualified Crewmember who is designated by the  
31. Company as pilot-in-command.  
32.
33. M. **COMPANY** – Capital Cargo International Airlines, Inc.  
34.
35. N. **CREWMEMBER** – Any captain, first officer, second officer, or  
36. flight engineer covered under this Agreement, whose name appears  
37. on the Capital Cargo International Airlines System Seniority List.  
38.
39. O. **DAY** – Unless otherwise defined, a GMT day beginning at  
40. 0000GMT and ending at 2359GMT.  
41.
42. P. **DAY OFF** – A Crewmember’s scheduled time free from work out-  
43. side of a bid line.  
44.

1. Q. **DEADHEADING** – The movement of a Crewmember at the direction of the Company on non-flying status within his bid line when traveling from one airport to another airport for any work. Deadhead travel is considered duty and does not include positioning.
- 2.
- 3.
- 4.
- 5.
6. R. **DRIVING** – The movement of a Crewmember in an automobile with agreement of the Company (i) from the Crewmember’s personal domicile to the assignment location (other than the Crewmember’s PADA) for work, or (ii) from the assignment location (other than the Crewmember’s PADA) to his personal domicile after completion or cancellation of any task of work.
- 7.
- 8.
- 9.
- 10.
- 11.
- 12.
13. S. **DRIVING TIME** – A number of hours calculated by dividing the mileage from a Crewmember’s personal domicile to his assignment location by sixty (60).
- 14.
- 15.
- 16.
17. T. **DUTY** – Is as defined by the FAA and includes work other than layover.
- 18.
- 19.
20. U. **DUTY-FREE PERIOD** – A Crewmember’s time free from duty within a bid line.
- 21.
- 22.
23. V. **FIRST OFFICER** – A qualified Crewmember who is designated by the Company as second-in-command.
- 24.
- 25.
26. W. **FLIGHT ASSIGNMENT** – A flight segment or series of consecutive flight segments flown or scheduled to be flown by the Crewmember.
- 27.
- 28.
- 29.
30. X. **FLIGHT ENGINEER** – A Crewmember who holds a flight engineer’s certificate and an Airframe and Powerplant (A&P) mechanics license, and is properly qualified to serve as a flight engineer.
- 31.
- 32.
- 33.
34. Y. **GMT DAY** – A 24-hour period beginning at 0000GMT and ending at 2359GMT.
- 35.
- 36.
37. Z. **INACTIVE STATUS** – A period in which a Crewmember is not receiving pay from the Company.
- 38.
- 39.
40. AA. **LAYOVER** – Company’s assignment of a Crewmember to wait between flight assignments, reserve assignments, and/or training assignments away from or at his personal domicile and may include rest periods.
- 41.
- 42.
- 43.
- 44.

1. AB. **LEAVE OF ABSENCE** – Military Leave, Family Medical Leave,  
2. Jury Duty Leave, Medical Leave, Personal Leave, Accident In-  
3. vestigation Leave, Bereavement Leave, and Association Leave as  
4. authorized by the Company under Section 13 of this Agreement.  
5.
6. AC. **LONGEVITY** – Longevity for pay purposes is measured in years  
7. of active service with the Company and begins to accrue on the date  
8. that a Crewmember first reports to the Company’s training program  
9. and will continue except when the Crewmember is on inactive status  
10. except as otherwise provided in this Agreement.  
11.
12. AD. **MAJOR AIRPORT** – Airport with regularly scheduled passenger  
13. service with a minimum of 500,000 or more passenger enplane-  
14. ments per year.  
15.
16. AE. **MONTH** – The period from the first day of, to and including the  
17. last day of, each calendar month of the year, except that, for Crew-  
18. member scheduling and pay purposes, January, February, and March  
19. will each be considered a thirty (30) day month through the addition  
20. of January 31 and March 1 to the month of February. Leap year will  
21. make February a thirty-one (31) day month.  
22.
23. AF. **MINIMUM MONTHLY GUARANTEE** – MMG.  
24.
25. AG. **OVERTIME DAY MINIMUM** – The minimum number of pay  
26. hours per day for work on a Crewmember’s time off as set forth in  
27. Section 3.E.1.  
28.
29. AH. **PADA** – Primary domicile airport or alternate domicile airport.  
30.
31. AI. **PERSONAL DOMICILE** – Crewmember’s primary place of resi-  
32. dence, i.e., home (only one) within the 48 contiguous states of the  
33. United States or the District of Columbia.  
34.
35. AJ. **PILOT** – Any Crewmember who is certified, trained, and assigned  
36. by the Company to manipulate the flight controls of an aircraft.  
37.
38. AK. **POSITION** – A Crewmember’s designation as captain, first officer,  
39. second officer, or flight engineer, and aircraft type (e.g., B757,  
40. B727).  
41.
42. AL. **POSITIONING** – The Company-required movement of a Crew-  
43. member (i) from the PADA for the purpose of beginning a flight  
44.



1. assignment, reserve assignment, or training assignment, (ii) to his
2. PADA after completion or cancellation of such assignment.
- 3.
4. AM. **PRIMARY DOMICILE AIRPORT** – A major domestic (forty-
5. eight [48] contiguous United States, the District of Columbia)
6. airport selected by the Crewmember, within close proximity to a
7. Crewmember’s personal domicile.
- 8.
9. AN. **QUALIFIED** – Meets the minimum qualifications set forth in the
10. Flight Operations Manual that enable a Crewmember to function as
11. such with the Company.
- 12.
13. AO. **RELEASE TIME** – The time a Crewmember is released from a
14. flight assignment, Reserve assignment or training assignment as set
15. forth in Section 12.B.2., or the time a Crewmember is released by
16. the Company from any other work assignment.
- 17.
18. AP. **REPORT TIME** – The time that a Crewmember must report for a
19. flight assignment, reserve assignment, or training assignment as set
20. forth in Section 12.B.1., or the time a Crewmember is scheduled by
21. the Company to report for any other work assignment.
- 22.
23. AQ. **REPORT TIME TO PADA** – The time that a Crewmember must
24. report to his PADA for positioning, i.e., one (1) hour prior to sched-
25. uled departure time for the positioning.
- 26.
27. AR. **REQUIREMENTS FOR THE CONDUCT OF THE OPERA-**
28. **TION** – A Crewmember meets the requirements for the conduct of
29. the operation if the Crewmember (1) holds the appropriate certifi-
30. cates required by the FAA, and (2) meets the provisions of Section
31. 11.H.4.
- 32.
33. AS. **REST** – Time off duty as required by the FAA.
- 34.
35. AT. **RESERVE** – Assignment of a Crewmember by the Company to
36. remain ready to take an unspecified flight assignment.
- 37.
38. AU. **SCHEDULED TIME OFF** – Time within a bid period but outside
39. the Crewmember’s bid line.
- 40.
41. AV. **SECOND OFFICER** – A Crewmember who holds a flight engi-
42. neer’s certificate and may hold a commercial pilot license and in-
43. strument rating and is properly qualified to serve as a flight engineer.
- 44.

1. AW. **SENIORITY** – A Crewmember’s time with the Company as de-  
2. fined in Section 22.  
3.
4. AX. **SEQUENCE OF TRIPS** – A sequence of trips is a series of flight  
5. assignments and/or reserve assignments beginning with the first  
6. report time for flight or reserve after a Crewmember has left his  
7. personal domicile for work, and continuing through such other work  
8. for the Company until his release time from flight or reserve for  
9. return to the Crewmember’s personal domicile.  
10.
11. AY. **SICK LEAVE** – Allowed time off from work for a Crewmember’s  
12. illness as set forth in Section 14 on sick leave.  
13.
14. AZ. **SICK DAY** – A day of sick leave for which a Crewmember is or  
15. will be paid as set forth in Section 14.C.  
16.
17. BA. **STRAIGHT DAY MINIMUM** – The minimum number of pay  
18. hours per day that is part of the Crewmember’s MMG as set forth in  
19. Section 4.A.2.  
20.
21. BB. **SUPERVISORY AIRMAN** – An employee of the Company  
22. assigned to perform management or supervisory duties. A line  
23. Crewmember who is an instructor or check airman is not considered  
24. a supervisory airman.  
25.
26. BC. **TRAINING** – A Crewmember’s Company-required or FAA-  
27. required classroom, simulator operation, or other education and  
28. checks, excluding that conducted during a flight assignment, as  
29. awarded or assigned by the Company as set forth in Section 11.  
30.
31. BD. **TRAINING DAY** – A period of training on a scheduled day off,  
32. determined as follows:  
33.
34. i. where the assignment location for training is the Crew-  
35. member’s PADA, beginning at the report time for training  
36. and ending at the release time from training,  
37.
38. ii. where the assignment location for training is not the Crew-  
39. member’s PADA, beginning at the Crewmember’s report  
40. time to PADA for travel to training until the 24-hour period  
41. in which the Crewmember arrives at his PADA (or scheduled  
42. time to arrive at the PADA if the Crewmember arrives later  
43. due to his voluntarily deviating from the de-positioning or  
44. deadhead flight), or

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.
- 11.
12.       iii.     when the Company schedules a Crewmember to be in
13.               position at the starting assignment location, as provided in
14.               Section 12.B.3.d., where the Crewmember drives from his
15.               personal domicile to the assignment location for training,
16.               beginning at the start time of driving, derived by counting
17.               backward from the report time for training by the “driv-
18.               ing time,” until the succeeding 24-hour period in which the
19.               Crewmember returns to his personal domicile by driving,
20.               derived by counting forward from the release time from
21.               training by the driving time.
- 22.
23.       BE.     **TRAVEL** – Deadheading, positioning, driving, or movement of the
24.               Crewmember required by the Company, but not including move-
25.               ment from the personal domicile to the PADA.
- 26.
27.       BF.     **TRIP** – A trip is a scheduled or unscheduled flight assignment for
28.               a Crewmember that begins at the daily scheduled report time and
29.               continues until the release time.
- 30.
31.       BG.     **WORK** – Tasks performed or to be performed by the Crewmember
32.               at the Company’s request including, but not limited to, flight assign-
33.               ments, reserve, travel, layover, and training. Sick leave and vacation
34.               are not work.
- 35.
- 36.
- 37.
- 38.
- 39.
- 40.
- 41.
- 42.
- 43.
- 44.

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.
- 11.
- 12.
- 13.
- 14.
- 15.
- 16.
- 17.
- 18.
- 19.
- 20.
- 21.
- 22.
- 23.
- 24.
- 25.
- 26.
- 27.
- 28.
- 29.
- 30.
- 31.
- 32.
- 33.
- 34.
- 35.
- 36.
- 37.
- 38.
- 39.
- 40.
- 41.
- 42.
- 43.
- 44.

**INTENTIONALLY LEFT BLANK**

1. **SECTION 3**

2.  
3. **COMPENSATION**

4.  
5. **A. PAY RATES**

6.  
7. 1. A Crewmember will be paid a minimum annual salary for the  
8. B727 and the B757 aircraft for all work, vacation, and sick leave.  
9.  
10. 2. A Crewmember who is promoted from a flight engineer (FE) to  
11. first officer (F/O) will have his higher FE rate frozen until his F/O  
12. rate in his applicable year of service exceeds his frozen FE rate.  
13.

14. **B727 AND B757 CAPTAIN – HOURLY RATE**

15.  
16.  
17.  
18.  
19.  
20.  
21.  
22.  
23.  
24.  
25.  
26.  
27.  
28.  
29.

<b>YOS</b>	<b>08/01/2010</b>	<b>01/31/2012</b>	<b>08/01/2013</b>
<b>1</b>	\$ 91.89	\$ 92.81	\$ 93.73
<b>2</b>	\$ 97.08	\$ 98.05	\$ 99.03
<b>3</b>	\$ 99.51	\$100.51	\$101.51
<b>4</b>	\$102.00	\$103.02	\$104.05
<b>5</b>	\$104.54	\$105.59	\$106.65
<b>6</b>	\$107.16	\$108.23	\$109.31
<b>7</b>	\$109.84	\$110.93	\$112.04
<b>8</b>	\$112.58	\$113.70	\$114.84
<b>9</b>	\$115.40	\$116.55	\$117.72
<b>10</b>	\$118.28	\$119.46	\$120.66

30. **B727 AND B757 CAPTAIN – ANNUAL SALARY**

31.  
32.  
33.  
34.  
35.  
36.  
37.  
38.  
39.  
40.  
41.  
42.  
43.  
44.

<b>YOS</b>	<b>08/01/2010</b>	<b>01/31/2012</b>	<b>08/01/2013</b>
<b>1</b>	\$ 68,363	\$ 69,047	\$ 69,738
<b>2</b>	\$ 72,228	\$ 72,951	\$ 73,680
<b>3</b>	\$ 74,036	\$ 74,777	\$ 75,524
<b>4</b>	\$ 75,884	\$ 76,643	\$ 77,410
<b>5</b>	\$ 77,781	\$ 78,559	\$ 79,344
<b>6</b>	\$ 79,725	\$ 80,523	\$ 81,328
<b>7</b>	\$ 81,718	\$ 82,535	\$ 83,361
<b>8</b>	\$ 83,759	\$ 84,597	\$ 85,442
<b>9</b>	\$ 85,856	\$ 86,715	\$ 87,582
<b>10</b>	\$ 88,002	\$ 88,882	\$ 89,770

1. **B727 AND B757 FIRST OFFICER – HOURLY RATE**

2.

3.

4.

5.

6.

7.

8.

9.

10.

11.

12.

13.

14.

15.

<b>YOS</b>	<b>08/01/2010</b>	<b>01/31/2012</b>	<b>08/01/2013</b>
<b>1</b>	\$ 54.66	\$ 55.21	\$ 55.76
<b>2</b>	\$ 57.45	\$ 58.02	\$ 58.60
<b>3</b>	\$ 58.88	\$ 59.47	\$ 60.07
<b>4</b>	\$ 60.35	\$ 60.95	\$ 61.56
<b>5</b>	\$ 61.86	\$ 62.48	\$ 63.11
<b>6</b>	\$ 63.41	\$ 64.04	\$ 64.68
<b>7</b>	\$ 64.99	\$ 65.64	\$ 66.30
<b>8</b>	\$ 66.61	\$ 67.28	\$ 67.95
<b>9</b>	\$ 68.28	\$ 68.96	\$ 69.65
<b>10</b>	\$ 69.98	\$ 70.68	\$ 71.39

16.

17. **B727 AND B757 FIRST OFFICER – ANNUAL SALARY**

18.

19.

20.

21.

22.

23.

24.

25.

26.

27.

28.

29.

30.

31.

<b>YOS</b>	<b>08/01/2010</b>	<b>01/31/2012</b>	<b>08/01/2013</b>
<b>1</b>	\$ 40,666	\$ 41,073	\$ 41,484
<b>2</b>	\$ 42,739	\$ 43,167	\$ 43,598
<b>3</b>	\$ 43,808	\$ 44,246	\$ 44,688
<b>4</b>	\$ 44,901	\$ 45,350	\$ 45,803
<b>5</b>	\$ 46,026	\$ 46,486	\$ 46,951
<b>6</b>	\$ 47,175	\$ 47,646	\$ 48,123
<b>7</b>	\$ 48,356	\$ 48,839	\$ 49,328
<b>8</b>	\$ 49,561	\$ 50,057	\$ 50,557
<b>9</b>	\$ 50,799	\$ 51,307	\$ 51,820
<b>10</b>	\$ 52,068	\$ 52,589	\$ 53,115

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.
- 11.
- 12.
- 13.
- 14.
- 15.
- 16.
- 17.
- 18.
- 19.
- 20.
- 21.
- 22.
- 23.
- 24.
- 25.
- 26.
- 27.
- 28.
- 29.
- 30.
- 31.
- 32.
- 33.
- 34.
- 35.
- 36.
- 37.
- 38.
- 39.
- 40.
- 41.
- 42.
- 43.
- 44.

**B727 FLIGHT ENGINEER – HOURLY RATE**

<b>YOS</b>	<b>08/01/2010</b>	<b>01/31/2012</b>	<b>08/01/2013</b>
<b>1</b>	\$ 59.32	\$ 59.92	\$ 60.52
<b>2</b>	\$ 62.29	\$ 62.92	\$ 63.55
<b>3</b>	\$ 63.85	\$ 64.49	\$ 65.13
<b>4</b>	\$ 65.45	\$ 66.10	\$ 66.76
<b>5</b>	\$ 67.09	\$ 67.76	\$ 68.44
<b>6</b>	\$ 68.76	\$ 69.45	\$ 70.15
<b>7</b>	\$ 70.48	\$ 71.19	\$ 71.90
<b>8</b>	\$ 72.24	\$ 72.96	\$ 73.69
<b>9</b>	\$ 74.04	\$ 74.79	\$ 75.53
<b>10</b>	\$ 75.89	\$ 76.65	\$ 77.42

**B727 FLIGHT ENGINEER – ANNUAL SALARY**

<b>YOS</b>	<b>08/01/2010</b>	<b>01/31/2012</b>	<b>08/01/2013</b>
<b>1</b>	\$ 44,137	\$ 44,579	\$ 45,025
<b>2</b>	\$ 46,347	\$ 46,811	\$ 47,279
<b>3</b>	\$ 47,504	\$ 47,979	\$ 48,459
<b>4</b>	\$ 48,693	\$ 49,180	\$ 49,672
<b>5</b>	\$ 49,915	\$ 50,414	\$ 50,918
<b>6</b>	\$ 51,160	\$ 51,672	\$ 52,188
<b>7</b>	\$ 52,438	\$ 52,962	\$ 53,492
<b>8</b>	\$ 53,747	\$ 54,285	\$ 54,828
<b>9</b>	\$ 55,089	\$ 55,640	\$ 56,197
<b>10</b>	\$ 56,463	\$ 57,028	\$ 57,598

1. **B727 SECOND OFFICER – HOURLY RATE**

2.

3.

4.

5.

6.

7.

8.

9.

10.

11.

12.

13.

14.

15.

<b>YOS</b>	<b>08/01/2010</b>	<b>01/31/2012</b>	<b>08/01/2013</b>
<b>1</b>	\$ 50.01	\$ 50.51	\$ 51.02
<b>2</b>	\$ 52.59	\$ 53.11	\$ 53.64
<b>3</b>	\$ 53.90	\$ 54.44	\$ 54.99
<b>4</b>	\$ 55.25	\$ 55.81	\$ 56.36
<b>5</b>	\$ 56.64	\$ 57.20	\$ 57.77
<b>6</b>	\$ 58.05	\$ 58.63	\$ 59.22
<b>7</b>	\$ 59.50	\$ 60.09	\$ 60.69
<b>8</b>	\$ 60.99	\$ 61.60	\$ 62.21
<b>9</b>	\$ 62.51	\$ 63.14	\$ 63.77
<b>10</b>	\$ 64.08	\$ 64.72	\$ 65.36

16.

17. **B727 SECOND OFFICER – ANNUAL SALARY**

18.

19.

20.

21.

22.

23.

24.

25.

26.

27.

28.

29.

30.

31.

32.

<b>YOS</b>	<b>08/01/2010</b>	<b>01/31/2012</b>	<b>08/01/2013</b>
<b>1</b>	\$ 37,211	\$ 37,583	\$ 37,959
<b>2</b>	\$ 39,123	\$ 39,515	\$ 39,910
<b>3</b>	\$ 40,104	\$ 40,505	\$ 40,910
<b>4</b>	\$ 41,108	\$ 41,519	\$ 41,934
<b>5</b>	\$ 42,137	\$ 42,558	\$ 42,984
<b>6</b>	\$ 43,189	\$ 43,621	\$ 44,057
<b>7</b>	\$ 44,266	\$ 44,709	\$ 45,156
<b>8</b>	\$ 45,375	\$ 45,829	\$ 46,287
<b>9</b>	\$ 46,508	\$ 46,973	\$ 47,443
<b>10</b>	\$ 47,673	\$ 48,150	\$ 48,631

33. **B. VACATION PAY**

- 34.
35. 1. A Crewmember whose vacation day(s) falls on scheduled time off
36. will receive vacation pay of two hours and two minutes (2:02),
37. i.e., 2.03 hours, per day of vacation in addition to the MMG.
- 38.
39. 2. A Crewmember whose vacation days conflict with his scheduled
40. assignments will be paid his regular MMG.
- 41.
42. 3. A Crewmember whose request for “vacation buyout pay” in lieu
43. of a scheduled vacation has been authorized by the Company will
- 44.



1. be compensated at the rate of two hours and two minutes (2:02),
2. i.e., 2.03 hours, per day of vacation in addition to the MMG.
- 3.

#### 4. C. TRAINING PAY

5.

6. 1. A Crewmember in training for a full month will receive the MMG
7. at the pay rate in his current position.
- 8.
9. 2. A new-hire Crewmember in initial training will be paid a salary
10. determined by the Company, then eighty percent (80%) of his
11. MMG after passing simulator training, and one hundred percent
12. (100%) of his MMG when assigned to the line. A Crewmember
13. who is terminated or resigns during training will be paid through
14. the last day worked.
- 15.
16. 3. While in recurrent ground school, simulator proficiency training,
17. and proficiency checks during a bid line on a scheduled day of
18. work, a Crewmember will continue to receive his MMG.
- 19.
20. 4. For each training day that a Crewmember works outside his bid
21. line, a Crewmember will receive pay for a straight day minimum.
- 22.

#### 23. D. CHECK AIRMAN PAY

24.

25. 1. A Crewmember assigned to check airman duties will be compen-
26. sated a monthly override amount of \$500.00, above MMG.
- 27.
28. 2. If the Company determines that the override amount will be mod-
29. ified, the Company will notify the Association of such change.
- 30.

#### 31. E. OVERTIME PAY

32.

33. 1. For each day during a bid period in which a Crewmember works
34. in excess of sixteen (16) days or works during scheduled time
35. off, excluding training, the Crewmember will receive pay for a
36. minimum of five hours and nine minutes (5:09), i.e., 5.15 hours
37. (overtime day minimum), or the block time flown, whichever is
38. greater, over and above the Crewmember's MMG, subject to the
39. following exceptions:
- 40.
41. a. If a Crewmember works in connection with his bid line
42. before the start time of his bid line or after the end time of
43. his bid line, then, for each day before or after the bid line
44. on which the Crewmember works, the Crewmember will

1. be paid for block time flown (if any) until the aggregate of
2. such block time flown and any travel exceeds four (4) hours,
3. at which time the Crewmember will be paid for each day in
4. which there are such excess hours at the overtime day mini-
5. mum or block time flown, whichever is greater.
- 6.
7. b. A Crewmember will be paid at the overtime day minimum or
8. for block time flown, whichever is greater, for each callout
9. day except the last, for which the Crewmember will be paid
10. block time flown until the aggregate of such block time
11. flown and any travel exceeds four (4) hours, at which time
12. the Crewmember will be paid at the overtime day minimum
13. or block time flown, whichever is greater, for the last callout
14. day.
- 15.
16. 2. A Crewmember who exceeds sixty-two (62) block hours in a bid
17. line will be paid at his hourly rate for each excess block hour in
18. addition to the Crewmember's MMG.
- 19.
20. 3. At the end of each bid period, the Company will review each
21. Crewmember's hours and days worked to determine the overtime
22. pay.
- 23.
- 24.
- 25.
- 26.
- 27.
- 28.
- 29.
- 30.
- 31.
- 32.
- 33.
- 34.
- 35.
- 36.
- 37.
- 38.
- 39.
- 40.
- 41.
- 42.
- 43.
- 44.

1. **SECTION 4**

2.  
3. **MINIMUM MONTHLY GUARANTEE**

4.  
5. **A. Minimum Monthly Guarantee**

6.  
7. 1. A Crewmember will receive a minimum monthly guarantee  
8. (MMG) of sixty-two (62) hours per month. For purposes of the  
9. MMG a Crewmember is expected to be available for work for the  
10. lesser of sixteen (16) bid line days per bid period or the actual bid  
11. line days in his bid line.

12.  
13. 2. A Crewmember's MMG will be reduced pro rata on the basis of  
14. three hours and fifty-two minutes (3:52), i.e., 3.87 hours (straight  
15. day minimum) for each day of the Crewmember's bid line when  
16. the Crewmember is not in an active status.

17.  
18. **B. A Crewmember's MMG will not be reduced or prorated if he was**  
19. **available for his entire bid line (e.g., when a Crewmember has sick**  
20. **leave available and used sick leave, in accordance with Section 14.C.**  
21. **and/or gives a notice of separation after being available for his entire**  
22. **bid line for that month, he will be compensated at least his MMG).**

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.
- 11.
- 12.
- 13.
- 14.
- 15.
- 16.
- 17.
- 18.
- 19.
- 20.
- 21.
- 22.
- 23.
- 24.
- 25.
- 26.
- 27.
- 28.
- 29.
- 30.
- 31.
- 32.
- 33.
- 34.
- 35.
- 36.
- 37.
- 38.
- 39.
- 40.
- 41.
- 42.
- 43.
- 44.

**INTENTIONALLY LEFT BLANK**

1. **SECTION 5**

2.  
3. **TRAVEL EXPENSES**

4.  
5. **A. PER DIEM ALLOWANCE**

6.  
7. **1. Domestic Per Diem**

8.  
9. A Crewmember who is performing work for the Company within  
10. the forty-eight (48) contiguous United States, the District of  
11. Columbia, Canada, or Mexico and is away from his personal do-  
12. micide will receive a per diem allowance to be paid on an hourly  
13. basis for a trip, callout, training or portion thereof beginning at the  
14. Crewmember’s report time to PADA and ending upon the arrival  
15. of the Crewmember to his PADA (or scheduled time to arrive at  
16. the PADA if the Crewmember arrives later due to his voluntarily  
17. deviating from the positioning flight) or, if the Crewmember is  
18. driving to the callout beginning with the start time and end time  
19. of driving as provided in Section 2.K. (Callout Day), (iii). The  
20. hourly rates for domestic per diem are as follows:

21.  
22. 

August 1, 2010	\$1.80
January 31, 2012	\$1.85

23.  
24.  
25. **2. International Per Diem**

26.  
27. A Crewmember who is performing work for the Company and is  
28. away from his personal domicile, and has an international layover  
29. (outside the forty-eight (48) contiguous states of the United  
30. States, the District of Columbia, Canada, or Mexico) of eight (8)  
31. hours or more, will receive a per diem allowance at the hourly  
32. rate set forth below for all hours in that day or those days for  
33. which per diem is due (determined as set forth in paragraph A.1.,  
34. above) until the flight assignment terminates at a domestic station.  
35. The hourly rates for international per diem are as follows:

36.  
37. 

August 1, 2010	\$2.05
January 31, 2012	\$2.10

38.  
39.  
40. **3.** The Company will meet with the Association to establish a  
41. supplemental allowance for operations into “high cost” foreign  
42. cities. The allowance will be considered based on the amount of  
43. scheduled layover time in the city and will be established prior  
44. to the start of such operations. Cost-of-living tables used by the

1. IRS or other organizations (e.g., Runzheimer International) will
2. be reviewed by the parties to provide guidance on the appropriate
3. allowance, if needed.
- 4.

5. B. LODGING

6.

7. 1. The Company will furnish guaranteed, suitable, single-person-
8. to-a-room lodging in a suitable location for a Crewmember
9. who is scheduled or rescheduled to lay over for six (6) hours or
10. more away from his personal domicile or while in training or on
11. other Company business away from his personal domicile. Upon
12. Crewmember request, the Company will provide lodging (but no
13. additional per diem and compensation for the period of lodg-
14. ing) at the termination of his final trip, prior to travel home. The
15. Company will schedule and make its best efforts to pay directly
16. for such lodging.
- 17.
18. 2. In addition to security, safety, and economic considerations, the
19. following minimum criteria will be used to determine the suit-
20. ability of lodging facilities:
- 21.
22. a. Rooms will be located off of interior hallways and have
23. interior doors.
- 24.
25. b. Rooms will be clean, in good repair, and have darkening
26. curtains.
- 27.
28. c. Rooms will be non-smoking.
- 29.
30. d. Rooms will be located, as much as reasonably possible, away
31. from obviously noisy areas (e.g., city and traffic, elevators,
32. maid's rooms, and ice/vending machines).
- 33.
34. e. Rooms will be furnished with double, or larger, size beds.
- 35.
36. f. A restaurant will be located in the hotel, or there will be a
37. non-fast food restaurant within reasonable walking distance
38. from the hotel, or accessible by hotel-provided transporta-
39. tion.
- 40.
41. g. Free in-room Internet or access to Internet in hotel business
42. center at no charge for domestic locations.
- 43.
44. h. Exercise facilities.

1. i. Rooms equipped with refrigerators.
- 2.
3. j. On-premise laundry facility.
- 4.
5. k. Hotel transportation from the airport will be promptly provided within thirty (30) minutes of notification.
- 6.
- 7.
8. l. Room will be available to Crewmember upon arrival, if
9. within the contractually scheduled check-in time.
- 10.
11. 3. The parties recognize that all of the criteria set forth in paragraph
12. B.2., above, may not be available in all circumstances. When
13. issues arise about the suitability of a hotel location, the Company
14. will confer with the Association's Hotel Committee, upon request,
15. to discuss possible alternatives. Within reason, the absence of one
16. or more of the criteria at a geographic location will not prevent
17. the Company from laying over a Crewmember at that geographic
18. location. The parties further understand that there will be occa-
19. sions when one or more of the criteria may be absent or lacking
20. on a particular occasion at a hotel that normally satisfies the
21. criteria.
- 22.
23. 4. In unusual circumstances when the Company does not provide
24. required lodging, the Company will authorize the Crewmember
25. to obtain suitable lodging. The Crewmember will be reimbursed
26. for reasonable lodging expenses supported by original receipts
27. or reasonableness of the expenses based on the Crewmember's
28. schedule with confirmation by Crew Scheduling. Reimbursement
29. will be made within seven (7) business days of the Crewmember's
30. submission for reimbursement.

### 31. C. TRANSPORTATION

32. The Company will provide transportation, as necessary, to and from

33. the layover airport, hotel, and/or training facility. If transportation is

34. not provided within forty-five (45) minutes of flight arrival or release

35. from training, the captain may authorize alternative transportation and

36. the Crewmember will be reimbursed for reasonable expenses incurred

37. for such transportation, supported by original receipts or reasonable-

38. ness of the expenses based on the Crewmember's schedule with

39. confirmation of Crew Scheduling. Reimbursement will be made within

40. seven (7) business days of the submission for reimbursement.

41.

42.

43.

44.

1. D. OTHER TRAVEL EXPENSES

2.  
3. 1. A Crewmember who requests to drive to and from his assignment  
4. location other than his PADA may be approved at the discretion  
5. of the Company and will be reimbursed for the mileage each way  
6. at the current published IRS mileage reimbursement rates and  
7. reasonable reimbursement for parking expenses.  
8.  
9. 2. A Crewmember required by the Company to move to another  
10. location in a special or irregular nature will be reimbursed for rea-  
11. sonable and necessary expenses supported by acceptable receipts.  
12. Such expenses will be in lieu of expenses set forth in paragraphs  
13. A., B., and C., above. Reimbursement will be made within seven  
14. (7) days following submission for reimbursement.  
15.  
16. 3. Rental Cars  
17.  
18. a. Upon the request of a Crewmember, the Company may, on  
19. a case-by-case basis, authorize the use of a rental car. The  
20. Crewmember must make the request in advance of the rental,  
21. and prior approval by an authorized representative of the  
22. Company is required for the Crewmember to be reimbursed  
23. by the Company. Reimbursement will be granted at the com-  
24. pact car rental rate for any rental car. It is understood that  
25. if authorization is given by the Company, the Crewmember  
26. renting the car will be liable for any damage to the car and is  
27. responsible for dealing directly with the insurance company  
28. on such matters.  
29.  
30. b. If a Crewmember uses a rental car at the Company's request,  
31. the car will be compact size unless more than two (2)  
32. Crewmembers are being transported. If more than two (2)  
33. Crewmembers are being transported, the next-larger size ve-  
34. hicle will be authorized. The Company will pay for all costs  
35. associated with the rental, including fuel and insurance. The  
36. Company will be liable for any damage to the car not inten-  
37. tionally caused by the Crewmember and will be responsible  
38. for dealing directly with the insurance company on such mat-  
39. ters, with the assistance as needed of the Crewmember(s).  
40.  
41. 4. The Company will reimburse a Crewmember for extra charges  
42. incurred for one (1) checked bag on flights in which the Crew-  
43. member is traveling for Company business. The Company will  
44. reimburse a Crewmember for extra charges for a second checked



1. bag when the Crewmember is on Company business scheduled
2. for more than twenty-one (21) consecutive days. Any charge for
3. additional checked baggage will be the responsibility of the Crew-
4. member. A Crewmember must submit an expense report with a
5. receipt to claim reimbursement.
- 6.
7. 5. Cell Phone – The Company will reimburse each captain forty
8. dollars (\$40.00) for each month the Company requires that cap-
9. tain to have and use a personal cell phone.
- 10.
- 11.
- 12.
- 13.
- 14.
- 15.
- 16.
- 17.
- 18.
- 19.
- 20.
- 21.
- 22.
- 23.
- 24.
- 25.
- 26.
- 27.
- 28.
- 29.
- 30.
- 31.
- 32.
- 33.
- 34.
- 35.
- 36.
- 37.
- 38.
- 39.
- 40.
- 41.
- 42.
- 43.
- 44.

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.
- 11.
- 12.
- 13.
- 14.
- 15.
- 16.
- 17.
- 18.
- 19.
- 20.
- 21.
- 22.
- 23.
- 24.
- 25.
- 26.
- 27.
- 28.
- 29.
- 30.
- 31.
- 32.
- 33.
- 34.
- 35.
- 36.
- 37.
- 38.
- 39.
- 40.
- 41.
- 42.
- 43.
- 44.

**INTENTIONALLY LEFT BLANK**

**SECTION 6**

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.
- 11.
- 12.
- 13.
- 14.
- 15.
- 16.
- 17.
- 18.
- 19.
- 20.
- 21.
- 22.
- 23.
- 24.
- 25.
- 26.
- 27.
- 28.
- 29.
- 30.
- 31.
- 32.
- 33.
- 34.
- 35.
- 36.
- 37.
- 38.
- 39.
- 40.
- 41.
- 42.
- 43.
- 44.

**INTENTIONALLY LEFT BLANK**

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.
- 11.
- 12.
- 13.
- 14.
- 15.
- 16.
- 17.
- 18.
- 19.
- 20.
- 21.
- 22.
- 23.
- 24.
- 25.
- 26.
- 27.
- 28.
- 29.
- 30.
- 31.
- 32.
- 33.
- 34.
- 35.
- 36.
- 37.
- 38.
- 39.
- 40.
- 41.
- 42.
- 43.
- 44.

**INTENTIONALLY LEFT BLANK**

1. SECTION 7

2. VACATION

3. A. ACCRUAL

- 4.
5. 1. Vacation is accrued in one calendar year to be taken in the fol-
6. lowing calendar year in accordance with the schedule set forth
7. in paragraph A.2., below. Vacation accrued as of December 31
8. becomes earned as of January 1 to be taken during that calendar
9. year.
- 10.
11. 2. A Crewmember will accrue vacation based on his longevity as a
12. Crewmember as of December 31 in each year.
- 13.
14. a. For periods of active status during the first year in which the
15. Crewmember is hired, a Crewmember will accrue one (1)
16. day of vacation for each bid period.
- 17.
18. b. As of December 31 of the Crewmember’s first calendar year
19. of employment with the Company, and thereafter, a Crew-
20. member will accrue vacation to be taken in the following
21. year as follows:
- 22.
- 23.
- 24.

25.

Completed Years of Service	Vacation to Be Taken	Bid Period Accrual
1 <sup>st</sup> through 4 <sup>th</sup> years	14 days	1.166 days
5 <sup>th</sup> and thereafter	21 days	1.75 days

26.

27.

28.

29.

30.

31. 3. A Crewmember will have his vacation prorated from the above
32. schedule for each bid period that the Crewmember is not available
33. for work for a minimum of fifteen (15) days.
- 34.
35. 4. Vacations are not cumulative and must be taken during the calen-
36. dar year in which they are earned, except as otherwise provided
37. for in this Agreement.
- 38.
39. 5. The Company will not award a Crewmember vacation that will
40. result in the Crewmember becoming noncurrent.
- 41.
- 42.
- 43.
- 44.

1. B. AVAILABILITY

2.  
3. 1. The Company will make adequate vacation days available  
4. throughout the year so that all earned vacation can be awarded.  
5. Blocks of seven (7) days of vacation will be available for bid and  
6. awarded for each Crewmember in each position.  
7.  
8. 2. Upon written request, the Company will provide a Crewmember  
9. with his accrued and earned vacation balance.  
10.

11. C. BIDDING, AWARDING, AND TRADING

12.  
13. 1. A Crewmember with fourteen (14) or more days of earned  
14. vacation may bid, but is not required to bid, to split his vaca-  
15. tion into two (2) periods of no less than seven (7) days each. If a  
16. Crewmember elects to split his vacation, the Crewmember will  
17. designate which period is primary, and the remaining will be  
18. listed as secondary. Primary vacation bids will be awarded to all  
19. Crewmembers prior to awarding secondary vacations.  
20.  
21. 2. A Crewmember with less than fourteen (14) days of earned vaca-  
22. tion must bid that vacation as a single block of vacation.  
23.  
24. 3. The Company will post vacation periods for bid on or before  
25. October 1. The bid will close on October 31, and vacation for the  
26. following year will be awarded and published not later than No-  
27. vember 15. The Company will provide each Crewmember with a  
28. form on which to bid so the Crewmember can indicate his order  
29. of preference for each block of vacation he has earned.  
30.  
31. 4. The Company will provide a method for a Crewmember to  
32. request a vacation buyout and, if authorized, will be paid out as  
33. provided in Section 3.B.3.  
34.  
35. 5. Vacation bids will be awarded in seniority order by position. A  
36. Crewmember who fails to bid or who bid an insufficient number  
37. of vacation preferences will be assigned a vacation after all other  
38. vacation bids have been awarded or, at the Company discretion,  
39. will have his vacation bought out.  
40.  
41. 6. A Crewmember on a leave of absence at the time of the vacation  
42. bid will be allowed to bid for available vacation period(s) after  
43. the Crewmember returns to active status, provided the Crew-  
44. member has accrued vacation.

- 1.
  - 2.
  - 3.
  - 4.
  - 5.
  - 6.
  - 7.
  - 8.
  - 9.
  - 10.
  - 11.
  - 12.
  - 13.
  - 14.
  - 15.
  - 16.
  - 17.
  - 18.
  - 19.
  - 20.
  - 21.
  - 22.
  - 23.
  - 24.
  - 25.
  - 26.
  - 27.
  - 28.
  - 29.
  - 30.
7. A Crewmember returning to line flying from a supervisory or non-flying position will lose any scheduled vacation held and will bid the Crewmember's vacation in accordance with paragraph C.8., below.
  8. In those bid periods where the Company has the capability to offer additional vacation periods, the Company may post the number of days available by position on the first day of each bid period for bid in the following bid periods. A Crewmember with unscheduled earned vacation and a Crewmember wishing to exchange his previously awarded vacation may bid for the days available. The bid will close seven (7) days later and will be awarded within three (3) business days after the close of the bid. Vacation days will be awarded in order of seniority from among those Crewmembers in the position for which additional days are being offered. The provisions of this paragraph may not be utilized to create additional splitting of vacation periods.
  9. Crewmembers in the same position may trade vacation periods provided it is the same number of vacation days and does not create an additional splitting of vacation periods. A trade form must be used by Crewmembers, and prior written approval of the Company is required. Approval will not be unreasonably withheld.
  10. A Crewmember may not trade for a vacation that conflicts with any work awarded or assigned to the Crewmember.
  11. A Crewmember may not split earned vacation into more than two (2) vacation periods.

#### D. OPERATION

- 31.
  - 32.
  - 33.
  - 34.
  - 35.
  - 36.
  - 37.
  - 38.
  - 39.
  - 40.
  - 41.
  - 42.
  - 43.
  - 44.
1. At the Company's option, a Crewmember may be removed from any or all of his trip(s) or training that fall in whole or in part within the vacation period. The Company may:
    - a. have the entire trip(s) dropped;
    - b. have the Crewmember fly the first portion of the trip(s) prior to the start of his vacation and replace the Crewmember out on the line; or
    - c. have the Crewmember fly the remaining portion of the trip(s) after he has returned from his vacation.

1. 2. A Crewmember may request to have the vacation start date
2. moved forward or backward up to three (3) days in order to fly
3. a trip or attend training that originally would have been dropped
4. because it fell within the vacation period. The Company will ac-
5. commodate the Crewmember's request to change the starting date
6. provided it will not cause the Crewmember to be removed from
7. another trip or training containing more pay time than the original
8. trip dropped or interfere with another Crewmember's awarded
9. vacation bid.
- 10.
11. 3. If the Crewmember flies a portion of his trip(s) either prior to or
12. after his vacation, the Company will provide the Crewmember
13. twenty-four (24) hours off to allow him to transit to his personal
14. domicile.
- 15.
16. 4. If the vacation conflicts with transition or upgrade training, the
17. Company may require that the Crewmember's vacation period be
18. moved.
- 19.
20. 5. A "vacation day" begins at 0000GMT and ends at 2359GMT.
- 21.
22. 6. A Crewmember will not be required to keep the Company in-
23. formed of the Crewmember's whereabouts while on vacation, nor
24. will the Crewmember be required to perform any work while on
25. vacation. However, a Crewmember is required to check in with
26. the Company at least twenty-four (24) hours prior to his next as-
27. signment after vacation ends.
- 28.

#### 29. E. CANCELLATION AND WAIVER

- 30.
31. 1. An awarded vacation may be canceled only when:
- 32.
33. a. the Company is unable to operate its schedule without can-
34. canceling the vacation;
- 35.
36. b. the Crewmember changes position; or
- 37.
38. c. the Crewmember is scheduled for transition or upgrade
39. training.
- 40.
41. 2. If vacations are canceled in accordance with paragraphs E.1.a.
42. and/or E.1.b., above, for the same dates, cancellation will be ac-
43. complished in reverse order of seniority by position.
- 44.



- 1.
  - 2.
  - 3.
  - 4.
  - 5.
  - 6.
  - 7.
  - 8.
  - 9.
  - 10.
  - 11.
  - 12.
  - 13.
  - 14.
  - 15.
  - 16.
  - 17.
  - 18.
  - 19.
  - 20.
  - 21.
  - 22.
  - 23.
  - 24.
  - 25.
  - 26.
  - 27.
  - 28.
  - 29.
  - 30.
  - 31.
  - 32.
  - 33.
  - 34.
3. The Company will normally provide thirty (30) calendar days' written notice of vacation cancellations unless the cancellation is necessitated by unplanned events. In such a case, when the Company cannot provide thirty (30) calendar days' notice, the Company will attempt to provide as much written notice as possible.
  4. If a vacation is canceled in accordance with the provisions of paragraph E.1.b. or E.1.c., above, the Crewmember will reschedule the vacation to an available week(s) or to another week(s) mutually agreed upon with the Company within the calendar year.
  5. If a vacation is canceled in accordance with the provisions of paragraph E.1.a., above, the Crewmember may:
    - a. receive vacation pay of two hours and two minutes (2:02) (i.e., 2.03 hours) per day in lieu of rescheduling his vacation period in the same calendar year;
    - b. reschedule the vacation to an available vacation week in the same year provided it is mutually agreed upon with the Company; or
    - c. if there is no vacation period(s) remaining in the same year, a mutually agreed upon substitute vacation in the following year.
  6. If the Company cancels a vacation, the Company will reimburse the Crewmember for any deposits that the Crewmember is unable to recover upon presentation to the Company of original receipts. The Company will be entitled to attempt to recover the deposits paid for by the Crewmember, and the Crewmember will assist those efforts.

35. F. PAY

- 36.
  - 37.
  - 38.
  - 39.
  - 40.
  - 41.
  - 42.
  - 43.
  - 44.
1. A Crewmember will be paid for vacation in accordance with the provisions of Section 3.B. of this Agreement.
  2. A Crewmember who leaves the employ of the Company with thirty (30) calendar days written notice and who actually works each scheduled day during that notice period will be paid out for all earned and unused vacation days for the current year. A Crewmember who is terminated by the Company will not be paid

1. for earned and unused vacation days. A Crewmember who retires  
2. from the Company will be paid for unused vacation days accrued  
3. up to his retirement date.  
4.

5. 3. Vacation days used will not be considered as credited time for  
6. purposes of determining overtime.  
7.

8. G. VACATION BUYOUT  
9.

10. 1. A Crewmember may elect to receive vacation buyout for any  
11. earned and unused vacation period subject to the following  
12. provisions:  
13.  
14. a. The Crewmember will notify the Company of his intent to  
15. receive vacation buyout on the vacation bid form.  
16.  
17. b. A Crewmember who elects to receive vacation buyout for  
18. a vacation period(s) will be paid 2:02 (i.e., 2.03 hours)  
19. per vacation day, in accordance with Section 3.B. of the  
20. Agreement.  
21.  
22. c. A Crewmember may elect to receive vacation buyout for no  
23. less than a seven (7) day period.  
24.  
25.  
26.  
27.  
28.  
29.  
30.  
31.  
32.  
33.  
34.  
35.  
36.  
37.  
38.  
39.  
40.  
41.  
42.  
43.  
44.

1. **SECTION 8**

2.  
3. **TRAVEL**

4.  
5. **A. MODES OF TRAVEL**

6.  
7. 1. Positioning will be conducted only on commercial passenger carriers or charter operators, as follows:
8.  
9.  
10. a. Positioning on U.S. carriers or charter operators will be  
11. conducted only on those certificated under FAR Parts 121 or  
12. 135.  
13.  
14. b. Positioning on foreign carriers or charter operators will be  
15. conducted only on those certificated by countries determined  
16. by the FAA’s International Aviation Safety Assessment  
17. (IASA) program to comply with the standards established  
18. by the International Civil Aviation Organization (ICAO). If  
19. the Association has any concerns regarding a specific foreign  
20. carrier or charter operator, the parties will discuss the matter.  
21.  
22. 2. The Company may authorize a rental car or other modes of surface  
23. transportation when reasonable considering the distance to  
24. be traveled (e.g., Detroit, MI, to Toledo, OH) and other relevant  
25. circumstances.  
26.  
27. 3. The Company will make reasonable efforts to schedule all travel  
28. over expeditious routing, considering all relevant circumstances,  
29. e.g., duration, number of stops, length of intermediate stops,  
30. costs, etc.

31.  
32. **B. ALTERNATIVE TRAVEL**

33.  
34. 1. A Crewmember may request alternative travel in lieu of the travel  
35. arranged by the Company if time and circumstances permit. The  
36. decision to allow alternative travel will be at the Company’s  
37. discretion.  
38.  
39. 2. Reimbursement for alternative travel will be as follows and will  
40. be limited to the cost of the Company’s arranged method of  
41. travel:  
42.  
43. a. Commercial travel – The Company will reimburse the Crew-  
44. member for the actual cost of the travel performed.

- 1.
  - 2.
  - 3.
  - 4.
  - 5.
  - 6.
  - 7.
  - 8.
  - 9.
  - 10.
  - 11.
  - 12.
  - 13.
  - 14.
  - 15.
  - 16.
  - 17.
  - 18.
  - 19.
  - 20.
  - 21.
  - 22.
  - 23.
  - 24.
  - 25.
  - 26.
  - 27.
  - 28.
  - 29.
  - 30.
  - 31.
  - 32.
  - 33.
  - 34.
  - 35.
  - 36.
  - 37.
  - 38.
  - 39.
  - 40.
  - 41.
  - 42.
  - 43.
  - 44.
- b. Personal Vehicle – The Company will reimburse the Crew-member for use of his privately owned vehicle at the IRS reimbursement rate.

1.  
2.  
3.  
4.  
5.  
6.  
7.  
8.  
9.  
10.  
11.  
12.  
13.  
14.  
15.  
16.  
17.  
18.  
19.  
20.  
21.  
22.  
23.  
24.  
25.  
26.  
27.  
28.  
29.  
30.  
31.  
32.  
33.  
34.  
35.  
36.  
37.  
38.  
39.  
40.  
41.  
42.  
43.  
44.

**SECTION 9**

**MISCELLANEOUS FLYING**

A. GENERAL

1. No Crewmember may fly a revenue flight in a crew position he cannot hold by his seniority. This provision does not apply to: (a) a line check airman and supervisory airman performing revenue flight(s) for personal proficiency and check airman-related activities, and open time flying assigned in accordance with Section 25.H.5.b.; (b) open time assigned to a supervisory or line check airman conducting an operational evaluation or a route development flight in accordance with Section 25.H.5.b.; and (c) a Crewmember serving as a supervisory airman or as a line check airman who displaces another Crewmember to conduct an operational evaluation or a route development flight.
2. If a Crewmember serving as a supervisory airman or as a line check airman displaces another Crewmember from his scheduled trip(s) or a portion thereof after the bid award and that Crewmember is given another assignment, then Section 25.E. applies.
3. Paragraph 9.A.2., above, will not be applied to non-revenue flights except to the extent that a line Crewmember previously assigned is displaced from a non-revenue flight.
4. If the Company requires a Crewmember to fly in a lower-paying status than his current status, such Crewmember will be paid at the rate applicable to his current status.

B. MAINTENANCE FLIGHTS

1. A Crewmember will not be required to conduct engine-out ferry flights.
2. A Crewmember will not be required to perform a maintenance acceptance flight that (a) requires specialized flight training unless he has completed that training or (b) involves the planned use of abnormal/non-normal or emergency procedures. A Crewmember may be required to perform maintenance evaluation flights that might include, for example, autopilot evaluations, navaid evaluations, routine verification checks of aircraft systems such as gear extensions/retractions or pressurization checks, etc. When there is

1. a question regarding whether a Crewmember should be required  
2. to perform a maintenance acceptance or maintenance evaluation  
3. flight, that question will be addressed by a supervisory pilot or  
4. other member of flight management.  
5.

6. 3. A check airman who has received the training required by para-  
7. graphs B.1. or B.2., above, as may be applicable, may be required  
8. by the Company to conduct an engine-out ferry flight, a mainte-  
9. nance evaluation, or a maintenance acceptance flight; however, no  
10. additional training is required for planned abnormal/non-normal  
11. or emergency procedures that are contained in the Aircraft Oper-  
12. ating Manual.  
13.

14. C. CURRENCY IN TYPE  
15.

16. No Crewmember will be required to maintain currency in more than  
17. one (1) aircraft type. For purposes of this Agreement, the parties agree  
18. that the B757 and B767 are one (1) aircraft type.  
19.

20. D. CHECK AIRMEN  
21.

22. 1. Available check airman positions will be posted on the Company  
23. website for at least fourteen (14) days. Postings will contain  
24. required objective and subjective qualifications to be selected for  
25. the posted position. Meeting minimum qualifications may not  
26. ensure selection.  
27.

28. 2. A check airman will be selected by the Company from among  
29. captains on the System Seniority List who are awarded and  
30. qualify for positions on such equipment, provided there is a cap-  
31. tain who is acceptable to the Company and the FAA and is willing  
32. to serve in that capacity. A captain from the System Seniority List  
33. will be considered for a check airman position before offering the  
34. position to another Crewmember or a new-hire Crewmember.  
35.

36. 3. A flight engineer from the System Seniority List will be consid-  
37. ered for a flight engineer check airman position before offering  
38. the position to another Crewmember or a new-hire Crewmember.  
39.

40. 4. If the Company selects a person other than a Crewmember as  
41. a check airman after application of paragraphs D.2. and D.3.,  
42. above, such person's revenue flying will be limited to flying for  
43. personal proficiency and check airman-related activities unless  
44. the person is placed on the System Seniority List.

- 1.
- 2.
- 3.
- 4.
5. If a person selected to be a check airman has not completed his probationary period, the probationary period, or remainder thereof, will be waived.

E. GROUND AND SIMULATOR INSTRUCTORS

- 6.
  - 7.
  - 8.
  - 9.
  - 10.
  - 11.
  - 12.
  - 13.
  - 14.
  - 15.
  - 16.
  - 17.
  - 18.
  - 19.
  - 20.
  - 21.
  - 22.
  - 23.
  - 24.
  - 25.
  - 26.
  - 27.
  - 28.
  - 29.
  - 30.
  - 31.
  - 32.
  - 33.
  - 34.
  - 35.
  - 36.
  - 37.
  - 38.
  - 39.
  - 40.
  - 41.
  - 42.
  - 43.
  - 44.
1. A Crewmember from the System Seniority List will be considered for a ground or simulator instructor position.
  2. Available positions will be posted on the Company website for at least fourteen (14) days. Postings will contain required objective and subjective qualifications to be selected for the posted position. Meeting minimum qualifications may not ensure selection.

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.
- 11.
- 12.
- 13.
- 14.
- 15.
- 16.
- 17.
- 18.
- 19.
- 20.
- 21.
- 22.
- 23.
- 24.
- 25.
- 26.
- 27.
- 28.
- 29.
- 30.
- 31.
- 32.
- 33.
- 34.
- 35.
- 36.
- 37.
- 38.
- 39.
- 40.
- 41.
- 42.
- 43.
- 44.

**INTENTIONALLY LEFT BLANK**



1.  
2.  
3. **SECTION 10**

4. **TRANSFER TO NON-FLYING OR SUPERVISORY DUTY**

5. A. **ELIGIBILITY FOR SELECTION**

6.  
7. 1. The Company will post on the Ops Information tab on the Com-  
8. pany website for at least fourteen (14) days any non-flying and  
9. supervisory positions for which a Crewmember may be consid-  
10. ered. Upon written request, the Company will consider a Crew-  
11. member’s request to be considered for such a position.  
12.  
13. 2. Except as provided in paragraph A.3., below, if the Company  
14. selects someone other than a Crewmember for a non-flying or  
15. supervisory position, that person will not be placed on the System  
16. Seniority List unless and until he subsequently is removed from  
17. his non-flying or supervisory position, is employed, and intends to  
18. serve as a Crewmember.  
19.  
20. 3. Notwithstanding the provisions of paragraph A.2., above, if the  
21. Company selects someone other than a Crewmember to serve  
22. in a position in the flight operations department in which he has  
23. direct managerial or supervisory authority over Crewmembers,  
24. the Company may place that person on the System Seniority List.  
25. Such person’s date of seniority will be the date he first serves in  
26. such managerial or supervisory position. To be eligible for place-  
27. ment on the System Seniority List pursuant to this paragraph, a  
28. flight operations manager or supervisor must possess at least the  
29. minimum objective qualifications for a new-hire Crewmember at  
30. the Company. (On the effective date of this Agreement, positions  
31. in the flight operations department that have “direct managerial  
32. or supervisory authority over Crewmembers” are the director of  
33. operations, chief pilot, director of training/flight standards, and  
34. B727/B757 fleet manager.)  
35.

36. B. **SENIORITY AND LONGEVITY**

37.  
38. 1. A Crewmember transferred to or otherwise holding a non-flying  
39. or supervisory position will retain and continue to accrue seniority  
40. and longevity.  
41.  
42. 2. Non-flying and supervisory Crewmembers will not bid or be  
43. awarded a bid line.  
44.

1. C. RETURN TO THE LINE

2.  
3. 1. A non-flying or supervisory Crewmember must coordinate his  
4. return to line flying with the Company.  
5.  
6. 2. The Crewmember will return to a position that he bids and holds  
7. as provided in Section 24 (in coordination with the Company  
8. pursuant to paragraph C.1., above) or, if no vacancy is available  
9. for bidding, to the position he is able to hold by his seniority.  
10.  
11. 3. A Crewmember holding a position in the equipment to which a  
12. former non-flying or supervisory Crewmember returns will not be  
13. displaced from his awarded bid line during the current bid period.  
14.  
15. 4. If necessary, within forty-five (45) days of a non-flying or super-  
16. visory Crewmember's leaving the Crewmember's non-flying or  
17. supervisory position with the intention of returning to line flying,  
18. the Company will begin any training necessary to qualify the  
19. Crewmember for the position to which he is returning under Sec-  
20. tion C.2., above. While awaiting training and during training, the  
21. Crewmember will be compensated as provided in Section 3 for  
22. the position to which he is returning.  
23.  
24. 5. Former non-flying or supervisory Crewmembers who return to  
25. line flying will bid according to their seniority and position at the  
26. next available bid period, provided they are FAR legal to perform  
27. the duties required at the time the bid closes.  
28.  
29. 6. A non-flying or supervisory Crewmember who is terminated for  
30. just cause will not be eligible to return to line flying unless he is  
31. reinstated to a line-flying position in accordance with Sections 19  
32. and, if applicable, 21.  
33.  
34.  
35.  
36.  
37.  
38.  
39.  
40.  
41.  
42.  
43.  
44.

1. **SECTION 11**

2.  
3. **TRAINING**

4.  
5. A. ALL TRAINING

6.  
7. 1. Training Requirements

8.  
9. The Company will, consistent with the applicable FARs, establish  
10. and uniformly apply training requirements for Crewmembers  
11. for new-hire, upgrade, transition, requalification, and recurrent  
12. training. The training requirements and course curricula will have  
13. standardized course objectives and defined methodology. All  
14. training will be conducted in accordance with the FAA-approved  
15. Company Training Manual.

16.  
17. 2. Company-Provided Equipment and Training

18.  
19. A Crewmember will not be required to pay for training or the use  
20. of equipment used in training. This does not pertain to a new-hire  
21. Crewmember where the Company will retain the sole right to  
22. choose the cost and method of payment for all new-hire training.  
23. A Crewmember will be responsible for damage to any equipment  
24. caused by his gross negligence or intentional misconduct.

25.  
26. 3. Hours in Training

27.  
28. The Company will not schedule training for more than ten (10)  
29. hours a day, exclusive of briefings.

30.  
31. 4. Briefings

32.  
33. Immediately prior to any flight training session, the instructor or  
34. check airman will thoroughly brief the Crewmember on all ma-  
35. neuvers to be performed. Immediately following the flight training  
36. session, the instructor or check airman will critique the flight with  
37. the Crewmember, and for continuing training, review material to be  
38. covered at the next flight training session, if appropriate.

39.  
40. 5. Additional Training

41.  
42. A Crewmember who fails an oral or written test will receive train-  
43. ing in the unsatisfactory area(s) in accordance with provisions  
44. contained in the FAA-approved Company Training Manual.

1. B. ASSOCIATION RECOMMENDATIONS

2.  
3. 1. The Company agrees to meet with the Association upon reasonable notice to consider the recommendations of the Association regarding training facilities, procedures, or the training of an individual Crewmember(s) who may be experiencing difficulty during a training course.  
4.  
5.  
6.  
7.  
8.  
9. 2. Upon request and with adequate notice to the Company's director of training, or his designee, a Crewmember may have a member of the Association's Training Committee observe any simulator session. It will be the Crewmember's obligation to arrange the observer's presence. The Company will not incur any financial responsibility as a result. The observer will not interfere with the simulator session in any way, and the request for an observer will not interfere with the scheduling of the simulator session.  
10.  
11.  
12.  
13.  
14.  
15.  
16.  
17.

18. C. SIMULATOR SCHEDULING

19.  
20. 1. When a series of simulator periods is scheduled, the interval between consecutive periods will not be less than ten (10) nor more than forty-eight (48) hours. This provision may be waived at the discretion of the Crewmember.  
21.  
22.  
23.  
24.  
25. 2. A simulator period will not be scheduled to exceed four hours and fifteen minutes (4:15), including a break, but exclusive of briefings.  
26.  
27.  
28. 3. A Crewmember in training may be required to fly simulator support.  
29.

30. D. CHECK RIDES

31.  
32. 1. Notice  
33.  
34. A Crewmember will be given at least seven (7) days' notice of scheduled check rides, excluding line checks. A Crewmember may waive this notice. This notice requirement does not apply to rechecks or schedule revisions outside the control of the Company.  
35.  
36.  
37.  
38.  
39.  
40. 2. Required Maneuvers  
41.  
42. During check rides, a Crewmember will be required to demonstrate proficiency on maneuvers required by the FARs.  
43.  
44.

- 1.
- 2.
3. 3. Compound Emergencies
4. A Crewmember will not be given compound emergencies or compound abnormal procedures during check rides unless required by the FAA.
- 5.
- 6.
7. 4. Additional Training During a Check Ride
- 8.
9. If additional recurrent training is required, the check ride may be stopped, and additional training may be provided before the check ride continues.
- 10.
- 11.
- 12.
13. 5. Other Crewmembers
- 14.
15. During a check ride, except for the Crewmember being checked and any Crewmember undergoing a new hire training check ride, all crew stations will be manned by qualified Crewmembers, other qualified employees of the Company, or the FAA. Only a Company-approved check airman, a manufacturer's check airman approved by the FAA, or a qualified FAA inspector will administer check rides.
- 16.
- 17.
- 18.
- 19.
- 20.
- 21.
- 22.
23. 6. A Crewmember will be given a reasonable amount of time to warm up prior to his check ride.
- 24.
- 25.
26. E. RECURRENT TRAINING AND SCHEDULING
- 27.
28. 1. The names of Crewmembers due for recurrent flight training will be posted by Crew Scheduling each bid period. Recurrent ground school dates for Crewmembers will also be posted, if known.
- 29.
- 30.
- 31.
32. 2. Recurrent flight and ground training will be scheduled by the Company.
- 33.
- 34.
35. 3. The Company may reset recurrent training due months when necessary to reallocate due months among the Crewmembers. The Company will make reallocation offers in seniority order from among Crewmembers in the same position holding the same due month. If there are insufficient volunteers, the Company will reallocate due months in inverse seniority order.
- 36.
- 37.
- 38.
- 39.
- 40.
- 41.
- 42.
- 43.
- 44.

1. F. UNSATISFACTORY PROFICIENCY CHECKS

- 2.
3. 1. A Crewmember who fails to demonstrate acceptable proficiency
4. during a proficiency check will be given up to four (4) hours of
5. additional training in areas of weakness followed by a second pro-
6. ficiency check, after a ten (10) hour rest period, within forty-eight
7. (48) hours of completing the additional training, provided that a
8. simulator and the FAA, are available, if required.
- 9.
10. 2. If a second check ride is not provided within ninety-six (96) hours
11. of completing the additional training, the Crewmember will be
12. granted up to one (1) hour of warm-up time prior to the second
13. check ride.
- 14.
15. 3. The second check ride will include areas in which the Crew-
16. member did not achieve acceptable proficiency in the prior check
17. ride. The continued employment of a Crewmember who does not
18. successfully complete the second proficiency check will be at the
19. discretion of the Company.
- 20.
21. 4. A Crewmember failing a check ride may select the instructor/
22. check airman for his additional training from those available and
23. qualified.
- 24.
25. 5. A failure to receive a required recommendation for a check will
26. be considered a failure.
- 27.

28. G. LINE CHECKS

29.

30. A Crewmember with an unsatisfactory line check will be removed

31. from flight status without pay. That Crewmember will remain in a non-

32. pay status until his next revenue flight.

33.

34. H. NEW-HIRE, UPGRADE, TRANSITION, AND REQUALIFICATION

- 35.
36. 1. Assignment
- 37.
38. a. Assignment to upgrade, transition, and requalification train-
39. ing programs will be in accordance with seniority among
40. Crewmembers in the same position awarded the same future
41. position on the same effective date, and who require the
42. same training. However, the Company may take into account
43. differences in flight schedules in implementing this provi-
44. sion. If this accounting for differences in flight schedules

1. results in a Crewmember's commencing training before a
2. more senior Crewmember who holds the same position and
3. was awarded the same future position on the same effective
4. date and who requires the same training, the more senior
5. Crewmember will be pay-protected, on a one-for-one basis,
6. measured by the difference in dates when such pilots com-
7. plete a satisfactory check ride. Such pay protection will be
8. payable upon completion by the more senior Crewmember of
9. Line Operating Experience (LOE) for the new position pur-
10. suant to the original vacancy bid award, and will not exceed
11. the difference in the original assignments to training.
- 12.
13. b. If the Company begins the training of a junior Crewmember
14. ahead of a senior Crewmember pursuant to the same vacancy
15. award, the Company will not subsequently cancel the bid
16. award of only the senior Crewmember while leaving the
17. junior Crewmember in the awarded position.
- 18.
19. c. If, upon completion of ground training or flight training,
20. more than one (1) similarly situated Crewmembers are await-
21. ing their initial assignment to flight training or LOE respec-
22. tively, such Crewmembers will be scheduled, to the extent
23. practicable, to begin such training in seniority order.
- 24.
25. d. The Company will not be responsible for any failure or other
26. delay caused by a Crewmember or otherwise outside the
27. control of the Company.
- 28.
29. 2. Scheduling
- 30.
31. Training will be scheduled for not more than six (6) consecutive
32. days followed by one (1) consecutive 24-hour period of scheduled
33. time off.
- 34.
35. 3. Interruptions in Training
- 36.
37. If training is interrupted, appropriate retraining will be given to
38. bring the Crewmember back to the level of proficiency at the time
39. training was interrupted.
- 40.
41. 4. Training Curriculum Prerequisites (Qualifications)
- 42.
43. Crewmembers must meet the appropriate training category and
44. position prerequisites established in the Company FAA-approved

1. Training Manual before that person may begin that training. The  
2. training prerequisite(s) for upgrade training will not require a  
3. type rating on any equipment before upgrade training for the new  
4. equipment.

5.  
6. 5. LOE and Initial Line Check

7.  
8. A Crewmember who successfully completes the appropriate  
9. ground and flight training will accomplish LOE training and a  
10. line check, if appropriate, in accordance with the Company FAA-  
11. approved Training Manual.

12.  
13. I. PAY

14.  
15. 1. A Crewmember in training will be paid in accordance with the  
16. provisions of Section 3 of this Agreement.  
17.  
18. 2. Pay for travel to training that occurs during a Crewmember's bid  
19. line is included within the Crewmember's MMG.  
20.  
21. 3. A Crewmember who is terminated or resigns during training will  
22. be paid through the last day worked.

23.  
24.  
25.  
26.  
27.  
28.  
29.  
30.  
31.  
32.  
33.  
34.  
35.  
36.  
37.  
38.  
39.  
40.  
41.  
42.  
43.  
44.



1. **SECTION 12**

2.  
3. **HOURS OF SERVICE**

4.  
5. **A. APPLICATION OF FEDERAL AIR REGULATIONS**

6.  
7. All Crewmembers will be scheduled in accordance with applicable  
8. Federal Aviation Regulations (FARs). Crewmembers are expected to  
9. be knowledgeable of regulations pertaining to hours of service, flight  
10. time limitations, rest provisions and scheduling. If a Crewmember is  
11. concerned that a flying assignment is not in accordance with appli-  
12. cable FARs, it is the responsibility of the Crewmember to immediately  
13. notify the captain. The captain will in turn notify Crew Scheduling/  
14. Flight Following, as appropriate, of the nature of the concern. In the  
15. absence of the captain, the Crewmember having the concern will  
16. notify Crew Scheduling/Flight Following.

17.  
18. **B. REPORT AND RELEASE**

19.  
20. **1. Report Time**

21.  
22. a. Report Time for Flight – Crewmembers will be required to  
23. report for all domestic flights one hour (1:00) prior to sched-  
24. uled departure or at an earlier or later report time as revised  
25. by the Company and one and a half hours (1:30) prior to  
26. scheduled departure or an earlier or later report time as re-  
27. vised by the Company for international flights. For purposes  
28. of this rule, domestic flights and international flights are as  
29. defined by the FAA.

30.  
31. b. Report Time for Reserve – Crewmembers will be available  
32. for Reserve as scheduled in the bid line or an earlier or later  
33. time as revised by the Company.

34.  
35. c. Report Time for Training – Crewmembers will be avail-  
36. able for training at the assignment location as scheduled  
37. by the Company or an earlier or later time as revised by  
38. the Company.

39.  
40. d. **Unscheduled Report Time** – If a Crewmember is released  
41. into rest without an established time for the beginning of  
42. his next duty period (e.g., because of a disruption to opera-  
43. tions), the Crewmember will, if Crew Scheduling has not in  
44. the interim left a message or otherwise informed him of his

1. next report time, call Crew Scheduling at the completion of  
2. his required rest period. Crew Scheduling will provide the  
3. Crewmember with its best estimate of his report time.  
4.

5. 2. Release Time  
6.

7. a. Release time for all working flights will be thirty (30) min-  
8. utes after block-in or the completion of the Crewmember's  
9. flight-related duties. If a Crewmember does not complete his  
10. flight-related duties within thirty (30) minutes of block-in,  
11. he will advise Crew Scheduling upon the completion of  
12. such flight-related duties, and his actual release time will be  
13. modified accordingly. When a Crewmember is on duty dur-  
14. ing travel that is followed by a rest period, release time will  
15. be at block-in. If the Crew is separated for any reason at the  
16. end of a flight assignment, each Crewmember must con-  
17. tact Flight Following or Crew Scheduling to verify that the  
18. Crewmember is released before departing the arrival airport,  
19. regardless of prior indications as to the disposition at the  
20. final destination.  
21.
22. b. Release time from Reserve occurs upon the expiration of  
23. the Crewmember's scheduled or rescheduled reserve duty  
24. period, unless Crew Scheduling earlier verbally releases  
25. the Crewmember from reserve, but not to exceed the FAA  
26. requirements for on-duty time.  
27.
28. c. Release time from training occurs when the supervisor of the  
29. Crewmember's training verbally releases the Crewmember  
30. from training.  
31.

32. 3. Report and Release Rules  
33.

34. a. A Crewmember will be expected to move himself to and  
35. from his PADA.  
36.
37. b. The Company will be responsible for positioning the  
38. Crewmember from his PADA to their beginning assignment  
39. location. The Company will be responsible for positioning  
40. the Crewmember from his ending assignment location to the  
41. PADA from which the Crewmember departed. The Company  
42. reserves the right to modify assignment locations and/or to  
43. designate future assignment locations, depending upon the  
44. needs of the Company.

- 1.
  - 2.
  - 3.
  - 4.
  - 5.
  - 6.
  - 7.
  - 8.
  - 9.
  - 10.
  - 11.
  - 12.
  - 13.
  - 14.
  - 15.
  - 16.
  - 17.
  - 18.
  - 19.
  - 20.
  - 21.
  - 22.
  - 23.
  - 24.
  - 25.
  - 26.
  - 27.
  - 28.
  - 29.
  - 30.
  - 31.
  - 32.
  - 33.
  - 34.
  - 35.
  - 36.
  - 37.
  - 38.
  - 39.
  - 40.
  - 41.
  - 42.
  - 43.
  - 44.
- c. When a Crewmember drives to and from the assignment location at the direction of the Company, the Crewmember will provide the transportation, and the Company will be responsible for expenses as set forth in Sections 5.A. and 5.D.1.–D.3.
  - d. The Company will schedule a Crewmember to be in position at his starting assignment location no less than eight (8) hours before the report time for flight of the new flight assignment. A local telephone number must be provided to Crew Scheduling so the Crewmember can be reached during the nine (9) hours prior to scheduled departure.
  - e. The Company and a Crewmember may mutually agree to waive the scheduled eight (8) hour requirement in paragraph B.3.d., above.

## C. MAXIMUM ON-DUTY LIMITS

### 1. Domestic Operations

A Crewmember will not be scheduled to be on duty for more than sixteen (16) hours during any twenty-four (24) consecutive hours.

### 2. International Operations

- a. A Crewmember will not be scheduled to be on duty for more than eighteen (18) hours during any twenty-four (24) consecutive hours.
- b. In unusual circumstances, the Company may request that a Crewmember remain on duty in excess of eighteen (18) hours in order to complete a flight assignment that was originally assigned and scheduled to terminate within the eighteen (18) hour on-duty period.
- c. If a duty period that was scheduled for seventeen (17) hours or less exceeds nineteen (19) hours, the subsequent rest period must be at least twelve (12) hours. If a duty period that was scheduled for eighteen (18) hours or less, but greater than seventeen (17) hours, exceeds twenty (20) hours, the subsequent rest period must be at least twelve (12) hours. This paragraph does not apply to duty periods that include a flight(s) with an international relief officer. The Company

1. and the Crewmember may mutually agree to waive the rest  
2. requirements of this paragraph.  
3.

4. D. ASSIGNMENT  
5.

6. 1. A Crewmember will be required to check in with Crew Scheduling at least twenty-four (24) hours prior to the start time of his bid line, callout, or training.  
7.  
8.  
9.  
10. 2. If a Crewmember fails to check in as required, Crew Scheduling will make one (1) attempt to contact the Crewmember at the contact number the Crewmember provided to Crew Scheduling. If Crew Scheduling is unable to reach the Crewmember, it will fill the assignment as required, and may reschedule the Crewmember to best meet the needs of the Company.  
11.  
12.  
13.  
14.  
15.  
16.  
17. 3. A Crewmember will complete flight assignments, reserve, and training as scheduled or rescheduled. The director of operations, or his designee, is the only person who may release a Crewmember from flight assignments or reserve for reasons other than sickness, bereavement, or family emergency.  
18.  
19.  
20.  
21.  
22.

23. E. TRAINING BEFORE OR AFTER A SCHEDULED ASSIGNMENT  
24.

25. 1. The Company will attempt to schedule a minimum of twelve (12) hours free from duty between the release time from training and travel from the training location or between travel from the training location and the Crewmember's next duty.  
26.  
27.  
28.  
29.  
30. 2. The Company will attempt to schedule twelve (12) hours free from duty between block-in of the last flight assignment and travel to the training location, or between arrival at the training location and report time for training.  
31.  
32.  
33.  
34.

35. F. DEADHEAD BACK TO ASSIGNMENT LOCATION  
36.

37. If all or a portion of a trip(s) is canceled and results in the crew dead-heading back to assignment location at the end of a bid line or callout, the crew will not be required to wait to deadhead on a Company aircraft more than twelve (12) hours domestically or twenty-four (24) hours internationally before being provided commercial airline tickets for positioning to their PADA.  
38.  
39.  
40.  
41.  
42.  
43.  
44.

1. G. CALL TO CREWMEMBERS

2.

3. Unless it is an emergency situation, Crew Scheduling will not call a  
4. Crewmember when he is at rest. However, a message light may be  
5. turned on in a Crewmember's hotel room and/or a message may be left  
6. on the Crewmember's cellular phone.

7.

8. H. EMERGENCY NOTIFICATIONS

9.

10. Crew Scheduling will not give out Crewmembers' schedules or loca-  
11. tions to anyone. Should a caller state there is an emergency, Crew  
12. Scheduling will get a phone number from the caller and contact the  
13. Crewmember with the information.

14.

15.

16.

17.

18.

19.

20.

21.

22.

23.

24.

25.

26.

27.

28.

29.

30.

31.

32.

33.

34.

35.

36.

37.

38.

39.

40.

41.

42.

43.

44.

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.
- 11.
- 12.
- 13.
- 14.
- 15.
- 16.
- 17.
- 18.
- 19.
- 20.
- 21.
- 22.
- 23.
- 24.
- 25.
- 26.
- 27.
- 28.
- 29.
- 30.
- 31.
- 32.
- 33.
- 34.
- 35.
- 36.
- 37.
- 38.
- 39.
- 40.
- 41.
- 42.
- 43.
- 44.

**INTENTIONALLY LEFT BLANK**

1. **SECTION 13**

2.  
3. **LEAVES OF ABSENCE**

4.  
5. **A. MILITARY LEAVE**

6.  
7. Military leave will be granted in accordance with applicable law and  
8. Company policy. Upon notification, a Crewmember will provide the  
9. Company with written military orders. A Crewmember on a military  
10. reserve assignment should attempt to bid around their military reserve  
11. assignment.

12.  
13. **B. JURY DUTY LEAVE**

14.  
15. 1. If a Crewmember is notified of jury duty, the Crewmember will  
16. immediately notify the Company, provide the jury summons  
17. or its equivalent, and thereby give the Company approval to  
18. intercede with the appropriate authorities for purposes of getting  
19. him removed from jury duty. If the Company is unsuccessful, a  
20. Crewmember will not have his MMG reduced while serving on  
21. jury duty, up to a maximum of ten (10) calendar days. However,  
22. the Crewmember will not be compensated for trips or portions  
23. thereof missed during the jury duty period.

24.  
25. 2. The Crewmember will notify the Company at the time of his  
26. release from jury duty so the Crewmember can be put back on  
27. flying status.

28.  
29. **C. MEDICAL LEAVE**

30.  
31. 1. A Crewmember certified by a physician as unable to perform  
32. the work to which the Crewmember is assigned due to sickness,  
33. injury, or other medical condition(s) will be placed on unpaid  
34. medical leave upon exhausting accrued sick days and earned  
35. vacation as appropriate. The Company will have the right to send  
36. a Crewmember to a physician to verify the Crewmember's illness/  
37. injury/medical condition at Company expense. If a Crewmember  
38. is required to travel more than forty (40) miles solely for the  
39. purpose of complying with the Company's directive pursuant to  
40. this paragraph, the Company will reimburse the Crewmember  
41. for mileage or provide transportation. If complying with the  
42. Company's directive requires overnight travel, the Company will  
43. reimburse the Crewmember for per diem and lodging.

1. 2. A Crewmember will retain and accrue seniority during medical  
2. leave and accrue longevity for the first thirty (30) days thereof.  
3. A Crewmember will not accrue vacation or sick days while on  
4. medical leave. A Crewmember unable to work due to an illness or  
5. injury covered by Workers' Compensation will continue to accrue  
6. longevity for the duration of such covered illness or injury.  
7.
8. 3. A Crewmember on a medical leave will retain insurance cover-  
9. age provided the premiums are paid for at the applicable em-  
10. ployee contribution cost for a period not to exceed three (3)  
11. months. Once the three (3) month period has been exhausted, the  
12. Crewmember will be eligible for medical insurance pursuant to  
13. COBRA.  
14.
15. 4. A medical leave will not exceed a total continuous period of thirty  
16. (30) months unless extended by the mutual consent of the Com-  
17. pany and the Association.  
18.
19. 5. A Crewmember returning from a medical leave within one (1)  
20. year following the commencement of the leave will return to the  
21. position held at the time the Crewmember went out on medical  
22. Leave, if it still exists. Otherwise, the Crewmember will designate  
23. and be returned to a position his seniority allows him to hold.  
24.
25. 6. The Company may require a Crewmember who requests a medi-  
26. cal leave to present a report to the Company from his physician  
27. that sufficiently certifies his medical condition.  
28.
29. 7. Prior to returning from medical leave, a Crewmember will be  
30. required to present a physician's statement to the Company  
31. verifying that the Crewmember is medically fit to perform all  
32. Crewmember duties. A Crewmember seeking to return from a  
33. medical leave must have a current medical certificate on file with  
34. the Company before the Crewmember may return to active status.  
35.
36. 8. When the Crewmember has been certified by a physician as able  
37. to perform Crewmember duties, the Crewmember will notify the  
38. Company of the Crewmember's intent to return to availability  
39. for work assignments as soon as practical. Return to work after  
40. medical leave may be subject to requalification training which  
41. will begin no more than thirty (30) days after the Crewmember's  
42. return to availability for work assignments. If requalification is  
43. not required, the Crewmember will be returned to availability for  
44.



1. work assignments immediately. The Crewmember will return to  
2. pay status at the earlier of the date he enters any required training  
3. or the date he begins line flying.

4.

5. 9. If there is a dispute concerning the Crewmember's fitness for  
6. work, the procedures in Section 15 will be utilized to resolve the  
7. dispute.

8.

9. D. PERSONAL LEAVE

10.

11. 1. When the requirements of the service permit, and upon written  
12. approval from the Company, a Crewmember will be granted a  
13. personal leave without pay for up to thirty (30) days. A personal  
14. leave may be extended beyond thirty (30) days with Company  
15. approval. Requests for personal leave, stating the reason for the  
16. request and requested start and end dates, will be in writing. The  
17. Company will make a reasonable effort to grant a Crewmember's  
18. request for a personal leave. A request for a personal leave will  
19. not be considered granted unless it is stated in writing, signed  
20. by the director of operations or his designee, and specifying the  
21. approved starting and ending dates for the leave. When such leave  
22. is granted, the Crewmember will retain but not accrue longevity  
23. after the first thirty (30) days of the personal leave and will retain  
24. and accrue seniority for the duration of the personal leave.

25.

26. 2. A Crewmember on a personal leave will return to the position  
27. held at the time the Crewmember went out on the personal leave,  
28. if it still exists. Otherwise, the Crewmember will designate and be  
29. returned to a position his seniority will allow him to hold.

30.

31. 3. A Crewmember will not accrue any vacation or sick days while  
32. on personal leave.

33.

34. 4. Insurance coverage will terminate at the end of the month in  
35. which the leave commences. After this date, a Crewmember may  
36. elect to pay an amount equal to the group insurance premiums  
37. paid by the Company.

38.

39. 5. Any Crewmember on a personal leave who enters the services of  
40. another airline-related employer or who enters a competing busi-  
41. ness of his own without first obtaining written permission from  
42. the Company will voluntarily forfeit his seniority rights with the  
43. Company.

44.

1. E. BEREAVEMENT LEAVE

2.  
3. 1. If there is a death in the Crewmember's immediate family, i.e.  
4. mother, father, step-parent, sister, brother, spouse, children (includ-  
5. ing children for whom the Crewmember is the legal guardian),  
6. mother-in-law, father-in-law, or grandparents, the Crewmember  
7. will be granted five (5) calendar days of bereavement leave from all  
8. work assignments for the Company. In order to receive such leave,  
9. the Crewmember will notify the chief pilot as soon as possible after  
10. learning of the death. The leave period will, at the Crewmember's  
11. option, begin either on the day after the notification of the death, or  
12. be scheduled so as to include the day of the funeral.  
13.  
14. 2. A Crewmember granted bereavement leave may utilize earned  
15. vacation leave to extend the Crewmember's bereavement leave  
16. with prior Company approval. Such approval will be granted if  
17. operationally feasible.  
18.  
19. 3. A Crewmember will not have his MMG reduced while on be-  
20. reavement leave unless the bereavement leave will extend beyond  
21. five (5) calendar days, excluding the use of earned vacation days.  
22.  
23. 4. A Crewmember will accrue seniority and longevity while on  
24. bereavement leave.

25.  
26. F. ACCIDENT INVESTIGATION LEAVE

27.  
28. Except for the Crewmember(s) involved in an aircraft accident or inci-  
29. dent, any Crewmember who is required by the Company to participate  
30. in an aircraft accident or incident investigation involving company  
31. aircraft will be granted a paid leave as necessary to perform his associ-  
32. ated accident or incident investigation duties (accident investigation  
33. leave). A Crewmember on leave to participate in an aircraft accident  
34. or incident investigation will retain and accrue seniority and longev-  
35. ity for the length of the leave. If the NTSB requests a Crewmember to  
36. participate in an accident investigation, the Crewmember may request  
37. Association leave to participate in such investigation. Such leave will  
38. be unpaid unless determined otherwise by the Company in writing.  
39.

40. G. GENERAL

41.  
42. 1. A Crewmember who is returning from a leave of absence will be  
43. allowed to bid for a bid line provided the Crewmember is avail-  
44. able for the entire line.

- 1.
  - 2.
  - 3.
  - 4.
  - 5.
  - 6.
  - 7.
  - 8.
  - 9.
  - 10.
  - 11.
  - 12.
  - 13.
  - 14.
  - 15.
  - 16.
  - 17.
  - 18.
  - 19.
  - 20.
  - 21.
  - 22.
  - 23.
  - 24.
  - 25.
  - 26.
  - 27.
  - 28.
  - 29.
  - 30.
  - 31.
  - 32.
  - 33.
  - 34.
  - 35.
  - 36.
  - 37.
  - 38.
  - 39.
  - 40.
  - 41.
  - 42.
  - 43.
  - 44.
2. A Crewmember who has been granted a leave of absence will not be required to return to service for any reason until the expiration of that leave. Unless it is impossible to do so, a leave of absence will specify a date on which the Crewmember will return to availability for work assignments unless mutually agreed to otherwise or by operation of law.
  3. If there is a furlough, a Crewmember on a leave of absence who would otherwise be furloughed will have his leave canceled. A Crewmember will be notified that his rights under the Agreement have been changed to those of a furloughed Crewmember.
  4. A Crewmember will have his earned vacation for the year paid out at the commencement of his medical leave or personal leave if the leave is reasonably expected to last thirty (30) days or longer.
  5. All leaves of absence will be without pay, with the exception of jury duty as set forth in paragraph B. and accident investigation leave as set forth in paragraph F., above, and as otherwise specified in the Agreement.
  6. Failure of a Crewmember to return to active status at the end of any leave of absence, unless as a result of an act of God, will be deemed a voluntary resignation from the Company, and his name will be removed from the System Seniority List.
  7. A Crewmember who is granted a leave of absence during his probationary period will have his probationary period extended accordingly.
  8. A Crewmember on a leave of absence will keep the Company informed of his current address and phone number where he may be contacted.
  9. All requests for leaves of absence must be submitted in writing to the director of operations for approval.
  10. A Crewmember on an unpaid leave of absence will be required to relinquish his Company ID card at the start of his leave.
  11. A Crewmember who (a) enters training for the services of another flying related employer, (b) enters a competing business without the written permission of the director of operations, or (c) engages in any employment or occupation without informing the director

1. of operations in writing at the time of the leave's commencement  
2. will voluntarily forfeit his seniority rights with the Company.  
3.

4. H. ASSOCIATION LEAVE  
5.

6. A Crewmember who is elected to a full-time national office of the  
7. Association may request leave of absence for the duration of his term  
8. of office, including any extension thereof. Such leave of absence will  
9. be granted except for extraordinary or unusual circumstances, except  
10. that the Company will not be required to grant more than one (1) at  
11. any given time. The Company will be notified in writing as early as  
12. possible but at least sixty (60) days before the beginning and ending  
13. of such leave. A Crewmember on such leave will return to the position  
14. held at the time the Crewmember went out on leave, if it still exists.  
15. Otherwise, the Crewmember will bid on the position his seniority will  
16. allow him to hold.  
17.

18. I. FAMILY AND MEDICAL LEAVE  
19.

20. 1. FMLA leave, and leave granted pursuant to any similar state stat-  
21. ute (together referred to as "Family and Medical Leave"), will be  
22. granted in accordance with applicable law and Company policy.  
23. All leaves granted by the Company that would qualify as Family  
24. and Medical Leave will run concurrently with the Crewmember's  
25. Family and Medical Leave entitlement. A Crewmember will not  
26. be penalized under a Company attendance policy for exercising  
27. the Crewmember's rights under federal law.  
28.  
29. 2. Accrued sick leave and earned vacation must be used first during  
30. Family and Medical Leave.  
31.  
32.  
33.  
34.  
35.  
36.  
37.  
38.  
39.  
40.  
41.  
42.  
43.  
44.

J. SUMMARY OF LEAVES OF ABSENCE

NATURE OF ABSENCE	MAXIMUM DURATION	ACCURUE SENIORITY	ACCURUE LONGEVITY	ACCURUE SICK LEAVE	ACCURUE VACATION	CONTINUE GROUP INSURANCE
<b>PERSONAL LOA</b>	30 days; extensions at discretion of Company	Yes	Up to first 30 days	No	No	Yes, until end of month in which leave commences, then eligible for COBRA
<b>FMLA</b>	As required by applicable law and Company policy.	Yes	Up to first 30 days	No	No	As required by applicable law and Company policy.
<b>MEDICAL LOA</b>	30 months	Yes	Up to first 30 days	No	No	Up to 3 months, then eligible for COBRA.
<b>JURY DUTY LOA</b>	Until released from jury duty	Yes	Yes	Yes	Yes	Yes
<b>BEREAVEMENT LOA</b>	5 days	Yes	Yes	Yes	Yes	Yes
<b>MILITARY LOA</b>	As required by applicable law	Yes	As required by applicable law	As required by applicable law	As required by applicable law	As required by applicable law
<b>ASSOCIATION LOA</b>	Per Section 13.H.	Yes	No	No	No	No
<b>ACCIDENT INVESTIGATION LOA</b>	Per Company requirement	Yes	Yes, if required by Company	Yes, if required by Company	Yes, if required by Company	Yes, if required by Company

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.
- 11.
- 12.
- 13.
- 14.
- 15.
- 16.
- 17.
- 18.
- 19.
- 20.
- 21.
- 22.
- 23.
- 24.
- 25.
- 26.
- 27.
- 28.
- 29.
- 30.
- 31.
- 32.
- 33.
- 34.
- 35.
- 36.
- 37.
- 38.
- 39.
- 40.
- 41.
- 42.
- 43.
- 44.

**INTENTIONALLY LEFT BLANK**

1. **SECTION 14**

2.  
3. **SICK LEAVE**

4.  
5. **A. SICK CHARGE**

6.  
7. 1. When a Crewmember is unable to accept or perform all or  
8. any portion of any work offered or scheduled by the Company  
9. (excluding a callout day) because of personal illness or injury,  
10. the Crewmember will be placed on sick leave until such Crew-  
11. member advises the Company to remove him from sick leave  
12. status or he exhausts his sick leave.  
13.  
14. 2. A Crewmember is charged for using a sick day for each day on  
15. which he misses work on a bid line due to personal illness or  
16. injury.  
17.  
18. 3. If a Crewmember misses work due to personal illness or injury on  
19. a day for which the Crewmember would have received pay at the  
20. overtime day minimum, or on a callout day, the Crewmember will  
21. not be charged a sick day, but will not receive compensation for  
22. that day. A Crewmember will not be charged for a sick day on any  
23. day he performs flight duty.  
24.

25. **B. SICK LEAVE ACCRUAL**

26.  
27. 1. Each Crewmember will accrue one (1) sick day per full bid period  
28. of active service up to a maximum of ten (10) sick days per year.  
29. Accrued sick days become earned and available for use on Janu-  
30. ary 1 of each year.  
31.  
32. 2. A new-hire Crewmember is not eligible to use any accrued or  
33. earned sick days until the first full bid period following the date  
34. the new-hire Crewmember completes his initial proficiency  
35. check or initial flight check, as appropriate for the Crewmember  
36. position. Beginning on the first January 1 after his date of hire, a  
37. new-hire Crewmember will be subject to paragraph B.1., above.  
38.  
39. 3. For purposes of accruing sick days in any bid period, a Crew-  
40. member must be available for work at least sixteen (16) days in  
41. a bid period. For purposes of this paragraph, a Crewmember is  
42. “available for work,” on any day when his absence from sched-  
43. uled work is due to vacation or Association leave that is subject to  
44. flight pay loss, or is covered by sick leave.

- 1.
- 2.
- 3.
4. A Crewmember may bank up to five (5) days of any unused sick days at the end of each calendar year. On January 1 of each calendar year, each Crewmember will be credited with the number of sick days accrued by that Crewmember during the previous calendar year.
- 5.
- 6.

7. C. SICK LEAVE PAY PROVISIONS

8.

9. When a Crewmember is on sick leave, the Crewmember will receive his regular pay subject to the provisions below:

- 10.
- 11.
12. 1. If a Crewmember has exhausted his sick leave, the Crewmember will have his pay reduced by the straight day minimum for each day of work missed in a bid line.
- 13.
- 14.
- 15.
16. 2. At any time that the Company has a reasonable basis to believe that a Crewmember has misused sick leave, the Company may require that the Crewmember provide a written medical statement from a physician, confirming that the Crewmember was unable to perform his duties due to sickness or injury.
- 17.
- 18.
- 19.
- 20.
- 21.
22. 3. Sick leave will not be paid out upon a Crewmember's separation from the Company.
- 23.
- 24.
25. 4. A sick day will not be considered as credited time for purposes of determining overtime. For example, a Crewmember who calls in sick on two days within his bid line and picks up a three-day sequence of trips outside of his bid line on his days off during the same bid period will be paid two days at the straight-day minimum or actual block hours flown, whichever is greater. The third-day will be compensated at the overtime day minimum or the actual block hours, whichever is greater.
- 26.
- 27.
- 28.
- 29.
- 30.
- 31.
- 32.
- 33.

34. D. CREWMEMBER RESPONSIBILITY

- 35.
36. 1. In order to prevent flight delays, a Crewmember who becomes ill or injured must notify Crew Scheduling as soon as the Crewmember is aware that the Crewmember may be unable to take his flight assignment or trip. This will enable the Company to contact a replacement Crewmember for that flight assignment or trip.
- 37.
- 38.
- 39.
- 40.
- 41.
42. 2. At the time of initial notification, the Crewmember must advise the Company when the Crewmember expects to resume work activities. The Crewmember will call the Company personally if
- 43.
- 44.



1. the date he expects to resume work changes. The Crewmember  
2. will furnish the Company with a telephone number at which the  
3. Crewmember can be contacted on each day he is unable to report  
4. for work. The Crewmember will be removed from his scheduled  
5. work assignment and will not receive credit for that assign-  
6. ment. When sick days occur prior to a scheduled vacation or a  
7. day(s) off, notification to the Company is required twenty-four  
8. (24) hours prior to the end of the vacation period or day(s) off to  
9. determine the status of the Crewmember's availability to return to  
10. work.

11.

12. 3. The Company may require a Crewmember to be examined by a  
13. physician designated by the Company at Company expense.

14.

15. 4. A Crewmember on reserve who is contacted for an assignment  
16. and then contemporaneously notifies the Company that he is ill  
17. or injured will be considered unavailable for assignment and not  
18. eligible for sick leave.

19.

#### 20. E. RETURN TO WORK

21.

22. A Crewmember will notify Crew Scheduling when the Crewmember  
23. is able to return to work assignments and will coordinate his return to  
24. work with Crew Scheduling.

25.

#### 26. F. ILLNESS OR INJURY ON LAYOVER

27.

28. 1. The Company's medical insurance policy will cover required  
29. emergency medical treatment, subject to the terms of the policy,  
30. for a Crewmember who is covered by the policy and who is on an  
31. international trip layover, and the Company will provide transpor-  
32. tation to and from the medical facility.

33.

34. 2. A Crewmember who becomes ill or injured while on a trip and is  
35. unable to travel will continue to receive per diem until his arrival  
36. at his personal domicile or an alternate location for the purpose of  
37. attending his convalescent medical needs. This obligation will not  
38. exceed the time when the Crewmember could have returned to his  
39. personal domicile despite his illness or injury.

40.

41. 3. The Company will post in an area accessible to Crewmembers a  
42. list of medical facilities for emergency treatment located in the  
43. vicinity of layover stations.

44.

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.
- 11.
- 12.
- 13.
- 14.
- 15.
- 16.
- 17.
- 18.
- 19.
- 20.
- 21.
- 22.
- 23.
- 24.
- 25.
- 26.
- 27.
- 28.
- 29.
- 30.
- 31.
- 32.
- 33.
- 34.
- 35.
- 36.
- 37.
- 38.
- 39.
- 40.
- 41.
- 42.
- 43.
- 44.

**INTENTIONALLY LEFT BLANK**

1. **SECTION 15**

2.  
3. **PHYSICAL STANDARDS**

4.  
5. **A. STANDARDS**

6.  
7. The physical standards of an active Crewmember will be the standards  
8. established by the Federal Aviation Administration (FAA), including  
9. its statement of demonstrated ability and special issuance policies, for  
10. the class of medical certificate required for a Crewmember's position.  
11.

12. **B. MEDICAL EXAMINATIONS**

13.  
14. **1. Medical Certificates**

15.  
16. A Crewmember will obtain a required FAA medical certificate  
17. from an aviation medical examiner (AME) of their choice and at  
18. their expense. A copy of a Crewmember's new medical certifi-  
19. cate must be provided (by facsimile or other electronic means) to  
20. Crew Scheduling by the 25<sup>th</sup> of the month at the end of which his  
21. old medical certificate expires.  
22.

23. **2. Company Medical Exams**

24.  
25. a. If the Company reasonably questions the fitness of a  
26. Crewmember, it may send the Crewmember to the Com-  
27. pany medical director or any medical examiner. The cost of  
28. each such Company-required examination will be paid by  
29. the Company, including the Crewmember's normal daily  
30. pay, per diem, if applicable, as well as travel and lodging  
31. expenses. The Crewmember will be furnished with a copy of  
32. the medical examiner's findings.  
33.

34. b. If the Crewmember disagrees with the findings in paragraph  
35. B.2.a., above, the Crewmember may, at his option, have a  
36. review of his case in the following manner:  
37.

38. (1) The Crewmember may employ a medical examiner of  
39. the Crewmember's own choosing at his expense for the  
40. purpose of conducting a medical examination. A copy  
41. of the findings of the Crewmember's medical examiner  
42. will be furnished to the Company.  
43.  
44.

1. (2) If the findings of the Company's medical examiner
2. and the Crewmember's medical examiner disagree, the
3. Company will, at the written request of the Crewmem-
4. ber, ask the two (2) examiners to agree upon a third
5. qualified and disinterested medical examiner, or a spe-
6. cialist, as appropriate, for the purpose of making further
7. medical examination.
- 8.
9. (3) The case will be settled on the basis of the findings of
10. the third medical examiner. The expense of employing
11. the third medical examiner will be borne one-half by the
12. Crewmember and one-half by the Company. Copies of
13. the third medical examiner's findings will be furnished
14. to the Company's medical examiner and to the Crew-
15. member.
- 16.

17. C. MAKE-WHOLE

18.

19. Any Crewmember held out of service by the Company for medical

20. reasons and who subsequently demonstrates that he has continuously

21. met the medical standards established by this section will be compen-

22. sated for any loss of earnings and/or accrued benefits.

23.

24. D. LOSS OF FIRST-CLASS MEDICAL

25.

26. A Crewmember who is unable to maintain his first-class medical but

27. is able to maintain a second-class medical may continue in the service

28. of the Company as a first officer, second officer, or flight engineer and

29. be paid at the applicable rate of pay for the Crewmember's longevity

30. with the Company provided that a vacancy for such position exists and

31. the Crewmember holds the required certificates. If a vacancy does not

32. exist, the Crewmember will have first recall rights in order of senior-

33. ity for the next available vacancy, provided it occurs within sixty (60)

34. months of the date the Crewmember has obtained his second-class

35. medical certificate. The Crewmember will not be considered a new-

36. hire and will retain his seniority and longevity for pay and benefits.

37.

38. E. ALCOHOL AND DRUG TESTING

- 39.
40. 1. The Company may require a Crewmember to undergo drug,
41. alcohol, or other substance testing in accordance with Company
42. policy or as required by applicable federal, state, or local laws and
43. regulations.
- 44.

- 1.
  - 2.
  - 3.
  - 4.
  - 5.
  - 6.
  - 7.
  - 8.
  - 9.
  - 10.
  - 11.
  - 12.
  - 13.
  - 14.
  - 15.
  - 16.
  - 17.
  - 18.
  - 19.
  - 20.
  - 21.
  - 22.
  - 23.
  - 24.
  - 25.
  - 26.
  - 27.
  - 28.
  - 29.
  - 30.
  - 31.
  - 32.
  - 33.
  - 34.
  - 35.
  - 36.
  - 37.
  - 38.
  - 39.
  - 40.
2. A Crewmember will not be required to submit to a drug and/or alcohol test while on a day free of duty unless required by law or regulation.
  3. The Company will provide the Association with a copy of its substance testing policy.
  4. At the time a drug test is administered, a “split sample” will be taken. The cost of maintaining the chain of custody and the test itself will be borne by the Company. One of the samples will be used for the drug test. The second sample will be retained and stored in a manner that will preserve its validity as a test sample and that comports with chain of custody requirements. If the first sample tests negative, the stored sample will be destroyed. If the first sample tests positive, the stored sample will be tested at a facility that is different from the facility used to test the first sample. If the stored sample tests negative, it will void the results of the first sample.
  5. An external calibration check of the Evidential Breath Testing (EBT) device will be performed, as specified by the manufacturer’s quality assurance plan, as soon as reasonably practicable whenever a Crewmember has an alcohol confirmation test result of 0.02 or greater.
  6. The Company may make changes in its policy as may be required by law, regulation, or administration necessity. The Company will give consideration to Association comments, proposals, or suggestions regarding such policy changes.
  7. A Crewmember will be considered to be on duty until the Crewmember completes the test or is otherwise released by the Company, whichever occurs last.
  8. An EBT alcohol test that registers a confirmed positive result of below 0.02 will be considered a non-test. An EBT alcohol test that registers a confirmed positive result of 0.02 or higher may be subject to investigation and discipline pursuant to Section 19.

41. F. SUBSTANCE ABUSE PROGRAM

- 42.
  - 43.
  - 44.
1. The Company and the Association recognize the desirability of identifying and treating substance abuse or dependence resulting

1. in personal or family crisis before deterioration in flight safety
2. or violation of related Company policies and/or government
3. regulations.
- 4.
5. 2. Upon request from the Crewmember, the Company will provide a
6. reasonable amount of time off for a Crewmember to obtain treat-
7. ment for substance abuse or dependence. Nothing in this section
8. will excuse a Crewmember from his responsibility to comply with
9. Company rules, including those relating to alcohol and/or drugs.
- 10.
11. 3. The fact that a Crewmember voluntarily participates in a sub-
12. stance abuse program will not be used to support his discharge in
13. the absence of his commission of a dischargeable offense. Absent
14. committing a dischargeable offense, a Crewmember who is quali-
15. fied and eligible to perform duties to which he may be assigned
16. may return to active service from a leave of absence in accor-
17. dance with this Agreement and applicable regulations.
- 18.
19. 4. A Crewmember who misses work because he is in treatment and/
20. or rehabilitation will be allowed, but not required, to use all of his
21. accrued sick leave and/or vacation.
- 22.
- 23.
- 24.
- 25.
- 26.
- 27.
- 28.
- 29.
- 30.
- 31.
- 32.
- 33.
- 34.
- 35.
- 36.
- 37.
- 38.
- 39.
- 40.
- 41.
- 42.
- 43.
- 44.

1. **SECTION 16**

2.  
3. **WORKERS' COMPENSATION**

4.  
5. **A. WAITING PERIODS**

6.  
7. A Crewmember who is eligible for workers' compensation benefits for  
8. which there is a waiting period may elect to use sick days, then earned  
9. vacation benefits (but not both at the same time) during the waiting  
10. period, provided the Crewmember has sufficient earned days in his  
11. sick day bank and vacation bank. A Crewmember who elects to use  
12. sick days or earned vacation during the waiting period will be required  
13. to sign over to the Company workers' compensation benefits received  
14. pursuant to a claim made by a Crewmember during any portion or all  
15. of the waiting period.

16.  
17. **B. COORDINATION OF BENEFITS**

18.  
19. 1. A Crewmember who ceases to receive workers' compensation  
20. benefits before the Crewmember is medically qualified to resume  
21. flying may elect to use sick days, then earned vacation benefits  
22. (but not both at the same time) from any earned sick leave and  
23. vacation.  
24.  
25. 2. A Crewmember may use his earned sick leave to supplement  
26. workers' compensation and short-term disability or long-term  
27. disability benefits. The combination of sick leave and any other  
28. benefit will not exceed the Crewmember's MMG.

29.  
30. **C. RESTORATION OF SICK LEAVE AND VACATION BENEFITS**

31.  
32. Any sick days and/or vacation that have been debited pursuant to para-  
33. graph A. of this section will be restored to the Crewmember's account  
34. to the extent that workers' compensation payments have been signed  
35. over to the Company. It is understood that the exact level of sick days  
36. and/or vacation restored will be based on the amount of the workers'  
37. compensation payment and may not be equal to the amount(s) debited  
38. during the waiting period.  
39.  
40.  
41.  
42.  
43.  
44.

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.
- 11.
- 12.
- 13.
- 14.
- 15.
- 16.
- 17.
- 18.
- 19.
- 20.
- 21.
- 22.
- 23.
- 24.
- 25.
- 26.
- 27.
- 28.
- 29.
- 30.
- 31.
- 32.
- 33.
- 34.
- 35.
- 36.
- 37.
- 38.
- 39.
- 40.
- 41.
- 42.
- 43.
- 44.

**INTENTIONALLY LEFT BLANK**



1. **SECTION 17**

2.  
3. **MISSING, INTERNMENT, PRISONER OF WAR, OR HOSTAGE**  
4. **BENEFITS**

5.  
6. **A. COVERAGE**

7.  
8. 1. Any Crewmember who, while on Company business, is interned  
9. by a foreign government, held as a prisoner of war, hijacked,  
10. held hostage, or otherwise detained against his will and/or power  
11. while engaged in flight operations for the Company will be paid  
12. each month, and the Crewmember and his family will continue  
13. all Company benefits to which the Crewmember had subscribed  
14. or may be due until returned, released, death is established, or the  
15. Crewmember is declared legally dead, whichever occurs first.  
16.  
17. 2. Compensation will be paid at the MMG, based on the Crew-  
18. member's seniority and longevity with the Company. Such  
19. payments will be subject to appropriate deductions in accordance  
20. with this Agreement and policies in effect at the Company.  
21.  
22. 3. A Crewmember who is interned, held as a prisoner of war, hi-  
23. jacked, held hostage, or otherwise detained as a result of con-  
24. duct that is reckless, wanton, or grossly negligent or constitutes  
25. conscious and deliberate disregard of the customs and/or laws of  
26. the locality, the violation of which foreseeably could cause intern-  
27. ment, will not be entitled to compensation or benefits pursuant to  
28. this section.  
29.  
30. 4. Such compensation and/or benefits will cease if the Crewmember  
31. reaches the age at which he no longer is eligible to serve as a  
32. Crewmember in any position under this Agreement under ap-  
33. plicable federal law and/or regulations. Such compensation and/or  
34. benefits will be suspended during any period(s) during which the  
35. Crewmember, if active, would be involuntarily furloughed. If it is  
36. unknown whether a Crewmember is alive or dead and there has  
37. been no declaration of death, the Company will not be required to  
38. make payments or provide benefits under this section for longer  
39. than seven (7) years.  
40.

41. **B. WRITTEN DIRECTION**

42.  
43. The monthly compensation set forth in paragraph A., above, will be  
44. credited to such Crewmember on the books of the Company and will

1. be distributed according to written directions from the Crewmember.
2. Each Crewmember will execute and deliver to the Company a written
3. direction in the form set forth in paragraph E., below.
- 4.

5. C. NON-DIRECTED PAYMENTS

- 6.
7. 1. If a Crewmember due compensation under this section has not
8. completed a written direction per paragraph B., above, or the
9. written direction does not cover the situation, such compensation
10. will be held in an interest-bearing account at a federally insured
11. financial institution until the Crewmember is returned or released
12. and is able to claim the compensation.
- 13.
14. 2. If a Crewmember becomes deceased, the proceeds of said ac-
15. count will continue to be held in an interest-bearing account
16. at a federally insured financial institution pending the filing of
17. an interpleader action to determine the proper recipient of the
18. proceeds. The Company's cost, including reasonable attorneys'
19. fees, for such interpleader action will be paid out of the proceeds.
20. The Company will not be obligated to pay benefits due under this
21. section more than once.
- 22.

23. D. SENIORITY AND LONGEVITY

- 24.
25. A Crewmember receiving benefits as set forth in this section will con-
26. tinue to accrue seniority and longevity.
- 27.
- 28.
- 29.
- 30.
- 31.
- 32.
- 33.
- 34.
- 35.
- 36.
- 37.
- 38.
- 39.
- 40.
- 41.
- 42.
- 43.
- 44.

1. E. FORM OF THE WRITTEN DIRECTION

- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.
- 11.
- 12.
- 13.
- 14.
- 15.
- 16.
- 17.
- 18.
- 19.
- 20.
- 21.
- 22.
- 23.
- 24.
- 25.
- 26.
- 27.
- 28.
- 29.
- 30.
- 31.
- 32.
- 33.
- 34.
- 35.
- 36.
- 37.
- 38.
- 39.
- 40.
- 41.
- 42.
- 43.
- 44.

**WRITTEN DIRECTION FOR DISBURSEMENT  
OF BENEFITS (SECTION 17, MISSING, INTERNMENT,  
PRISONER OF WAR, OR HOSTAGE BENEFITS)**

TO: Capital Cargo International Airlines, Inc. (CCIA)

DATE: \_\_\_\_\_

If I am due compensation and/or benefits pursuant to Section 17.A. of the ALPA/CCIA collective bargaining agreement (the "Agreement"), but payment directly to me is not possible, you are hereby directed to pay such monthly compensation and/or benefits due me:

\$ \_\_\_\_\_ or \_\_\_\_\_ % per month to  
 \_\_\_\_\_ (name)  
 \_\_\_\_\_ (address), as long as living,  
 and thereafter to  
 \_\_\_\_\_ (name)  
 \_\_\_\_\_ (address).

The balance, if any, of any amounts accruing after the death of the persons named above, and any amounts not otherwise covered by this Written Direction will be held in an interest-bearing account at a federally insured financial institution and distributed as stipulated in Section 17.C. of the Agreement.

The foregoing directions may be modified by me from time to time by submitting an updated form. CCIA is directed to comply with the directions contained on the most recently submitted form signed by me.

Payments made by CCIA pursuant to this direction will fully release CCIA from the obligation of making any further payments and/or payments to any other person with respect to compensation due me pursuant to said Section 17.

(Notarized Signature) \_\_\_\_\_

(Print Name) \_\_\_\_\_

Employee Number \_\_\_\_\_

Notary Public \_\_\_\_\_

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.
- 11.
- 12.
- 13.
- 14.
- 15.
- 16.
- 17.
- 18.
- 19.
- 20.
- 21.
- 22.
- 23.
- 24.
- 25.
- 26.
- 27.
- 28.
- 29.
- 30.
- 31.
- 32.
- 33.
- 34.
- 35.
- 36.
- 37.
- 38.
- 39.
- 40.
- 41.
- 42.
- 43.
- 44.

**INTENTIONALLY LEFT BLANK**

1. **SECTION 18**

2.  
3. **ASSOCIATION BUSINESS**

4.  
5. **A. RELEASE FROM DUTY**

6.  
7. The MEC chairman, or his designee, will request leave as far in  
8. advance as possible for a Crewmember(s) to engage in Association  
9. business. The leave request will be made in writing to the director of  
10. operations or his designee. The director of operations, or his designee,  
11. will respond to the request as soon as reasonably practicable. If the  
12. Company determines that such leave will not interfere with the needs  
13. of the service, it will grant the leave request. If the needs of the service  
14. require, the Company may cancel the leave after it has been granted.

15.  
16. **B. PROTECTION OF SENIORITY, LONGEVITY, PAY, AND BENEFITS**

17.  
18. 1. A Crewmember released from duty pursuant to this section will  
19. retain and continue to accrue seniority, longevity, and all benefits  
20. for which this Agreement provides.  
21.  
22. 2. A Crewmember's MMG under Section 4.A. will not be reduced  
23. as a result of his release from duty under this section.

24.  
25. **C. FLIGHT PAY LOSS**

26.  
27. 1. The Company will submit periodic flight pay loss invoices to the MEC  
28. chairman, or his designee. The invoice will contain the following:  
29.  
30. a. The name(s) of the Crewmember(s);  
31.  
32. b. The date(s) such Crewmember(s) was on Association business;  
33.  
34. c. The amount to be reimbursed to the Company.  
35.  
36. 2. The Association will timely reimburse the Company for such  
37. amounts within thirty (30) days following the date of the Com-  
38. pany's invoice plus a twenty-eight and one-half percent (28.5%)  
39. fringe benefit override. If the Company accrues any (a) overtime  
40. expense as a result of granting a release pursuant to this sec-  
41. tion and/or (b) travel expense, such as for transportation or other  
42. expense under Section 5 of the Agreement, as a result of granting  
43. a release pursuant to this section, those amounts will be added to  
44. the Company's invoice and timely reimbursed by the Association.

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.
- 11.
- 12.
- 13.
- 14.
- 15.
- 16.
- 17.
- 18.
- 19.
- 20.
- 21.
- 22.
- 23.
- 24.
- 25.
- 26.
- 27.
- 28.
- 29.
- 30.
- 31.
- 32.
- 33.
- 34.
- 35.
- 36.
- 37.
- 38.
- 39.
- 40.
- 41.
- 42.
- 43.
- 44.

**INTENTIONALLY LEFT BLANK**

1.  
2.  
3.  
4.  
5.  
6.  
7.  
8.  
9.  
10.  
11.  
12.  
13.  
14.  
15.  
16.  
17.  
18.  
19.  
20.  
21.  
22.  
23.

**SECTION 19**

**INVESTIGATION AND DISCIPLINE**

24. A. STANDARD FOR DISCIPLINE

25.  
26.  
27.  
28.  
29.  
30.  
31.  
32.  
33.  
34.  
35.  
36.  
37.  
38.  
39.  
40.  
41.  
42.  
43.  
44.
1. A non-probationary Crewmember will not be disciplined without just cause.
  2. Verbal or written warnings not involving loss of pay or benefits are not discipline; provided, however:
    - a. The Crewmember may submit a written response to such warning. In this event, the Company will retain a copy of the Crewmember's response in its files together with the warning.
    - b. If the warning subsequently is cited or otherwise used in connection with a future disciplinary event, the Crewmember may challenge the validity of the prior warning in proceedings under Sections 19 and 21, if applicable, pertaining to that future disciplinary event.

24. B. DISCIPLINARY PROCESS AND APPEAL

25.  
26.  
27.  
28.  
29.  
30.  
31.  
32.  
33.  
34.  
35.  
36.  
37.  
38.  
39.  
40.  
41.  
42.  
43.  
44.
1. The Company may suspend a Crewmember with pay prior to notifying the Crewmember of the charge.
  2. Prior to imposing discipline, the Company will provide to the affected Crewmember, with a copy to the Association, written notice of the charge(s) and may set a date, time, and location for a meeting to allow the Crewmember an opportunity to answer the charge (the "Charge Meeting"). If the Company sets a Charge Meeting, it will be held within fourteen (14) calendar days of the date notice of the charge was provided.
  3. If the Company does not set a Charge Meeting in the notice of charges, the Grievant may request a Charge Meeting by providing a written request to the director of operations, or his designee, within seven (7) calendar days after receipt of the notice of charges. Upon receiving such a request, the director of operations, or his designee, will set a date, time, and location for a Charge Meeting to be held within fourteen (14) calendar days of his receipt of the request for a Charge Meeting. The Company will

1. inform the Crewmember and the Association of the time and date  
2. of the Charge Meeting at least seventy-two (72) hours before the  
3. Charge Meeting.  
4.

5. 4. The Crewmember may, at his discretion, have an Association  
6. representative present at the Charge Meeting. However, the re-  
7. quest for an Association representative will not delay the Charge  
8. Meeting.  
9.

10. 5. The Company will inform the Crewmember in writing, with  
11. a copy to the Association, within twenty-one (21) days of the  
12. Charge Meeting of its decision regarding the charge and any dis-  
13. cipline imposed. If the decision is to impose discipline, the notice  
14. will contain a concise statement of the facts upon which the deci-  
15. sion to discipline was based.  
16.

17. 6. If the Crewmember feels he has been disciplined without just  
18. cause, the Crewmember may appeal in writing the Company's  
19. decision to the president of the Company within twenty-one (21)  
20. calendar days of the Company's decision under paragraph B.5.,  
21. above. The appeal must set forth a concise statement of the facts  
22. giving rise to the appeal, including a reasonably detailed state-  
23. ment of the reasons the Crewmember believes the discipline is  
24. unjust, and state the remedy or relief requested.  
25.

26. 7. The president of the Company, or his designee, will investigate  
27. the matter and will issue a decision in writing to the Crewmember  
28. with a copy to the Association contract administrator within four-  
29. teen (14) calendar days following his receipt of the appeal under  
30. paragraph 6, above.  
31.

32. 8. If the decision of the president of the Company, or his designee,  
33. is not satisfactory to the Crewmember, the Crewmember may  
34. appeal the decision in writing to the System Board of Adjustment  
35. in accordance with Section 21 of this Agreement by delivering  
36. the appeal to the Company's president, or his designee, within  
37. twenty-one (21) calendar days after the decision has been issued.  
38. The Association will assign a docket number to the System Board  
39. appeal.  
40.

#### 41. C. GENERAL 42.

43. 1. The time limits set forth in this section may be extended in writ-  
44. ing by mutual agreement of the Company and the Association.



1. Oral agreements to extend time limits will be reduced to writing
2. at the earliest reasonable opportunity.
- 3.
4. 2. The failure of a Company representative to issue a decision or
5. hold a hearing within the deadlines prescribed by this section will
6. be deemed a denial of the grievance or appeal, and such grievance
7. or appeal will be deemed to have been immediately and
8. automatically appealed to the next step unless the Association
9. indicates that it wishes to withdraw such appeal. The failure of
10. the Crewmember(s) or the Association to comply with any of the
11. time limits set forth in this section will be deemed an immediate,
12. automatic, and final withdrawal of the grievance or appeal.
- 13.
14. 3. All grievances, notices, decisions, and appeals required by this
15. section will be in writing and will be delivered in person, by expedited
16. delivery, provided that such method documents the sender and recipient
17. by name and date, or by certified U.S. mail, return receipt requested.
18. If delivered in person, the grievance, notice, decision, or appeal will
19. be initialed by the recipient and date and time stamped.
- 20.
- 21.
22. 4. The Association will assign a docket number to each grievance,
23. according to the order in which grievances are submitted.
- 24.
- 25.
- 26.
- 27.
- 28.
- 29.
- 30.
- 31.
- 32.
- 33.
- 34.
- 35.
- 36.
- 37.
- 38.
- 39.
- 40.
- 41.
- 42.
- 43.
- 44.

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.
- 11.
- 12.
- 13.
- 14.
- 15.
- 16.
- 17.
- 18.
- 19.
- 20.
- 21.
- 22.
- 23.
- 24.
- 25.
- 26.
- 27.
- 28.
- 29.
- 30.
- 31.
- 32.
- 33.
- 34.
- 35.
- 36.
- 37.
- 38.
- 39.
- 40.
- 41.
- 42.
- 43.
- 44.

**INTENTIONALLY LEFT BLANK**

1. SECTION 20

2.  
3. GRIEVANCES

4.  
5. A. GRIEVANCE PROCEDURE

6.  
7. 1. Disputes arising under this Agreement or between the parties  
8. with respect to the interpretation or application of the Agreement,  
9. excluding discipline matters subject to Section 19 of this Agree-  
10. ment, will be processed in the following manner.
11.  
12. a. A Crewmember will first attempt to resolve any dispute  
13. involving him informally through consultation with his chief  
14. pilot or his designee.
15.  
16. b. If the dispute is still not resolved to the satisfaction of the  
17. Crewmember(s) or the Association, the Crewmember or the  
18. Association will, within sixty (60) days of the date when the  
19. Crewmember could reasonably have had knowledge of the  
20. matter giving rise to the grievance, file a written grievance,  
21. signed by the Crewmember or an authorized representative  
22. of the Association, with the chief pilot of the Company or  
23. his designee. The grievance will contain a reference to the  
24. provisions of the Agreement alleged to have been breached,  
25. a reasonably detailed statement of the facts involved, the  
26. remedy requested, and the approximate date when the subject  
27. of the grievance was discussed with the chief pilot.
28.  
29. c. The chief pilot will render a decision on the grievance in  
30. writing within fourteen (14) days of his receipt of the griev-  
31. ance. If the chief pilot's decision is unacceptable to the Asso-  
32. ciation, it may appeal in writing to the director of operations  
33. within twenty-one (21) days of receipt of the decision.
34.  
35. d. The director of operations, or his designee, will conduct a  
36. hearing within thirty (30) days following receipt of the ap-  
37. peal. The director of operations, or his designee, will set the  
38. date, time, and location for the hearing. The grievant and/  
39. or the Association will have the opportunity to attend and  
40. participate in the hearing in person or telephonically. The di-  
41. rector of operations, or his designee, will indicate at the time  
42. he sets the hearing whether the grievant's participation in the  
43. hearing will be required.
- 44.

1. e. The director of operations, or his designee, will render a
2. decision on the appeal in writing, with copies to the Crew-
3. member and the Association, within thirty (30) days after the
4. hearing. If the director of operations' decision is unaccept-
5. able to the Association, it may appeal to the System Board
6. of Adjustment by delivering the appeal to the Company's
7. president, or his designee, within twenty-one (21) days after
8. the decision has been issued.
- 9.
10. f. The Company may file a grievance over any dispute arising
11. under the Agreement. Company grievances will be handled
12. in accordance with paragraph A.1.b. of this section, except
13. that such grievances will be presented in writing to the
14. president of the Association, who will issue a written deci-
15. sion within thirty (30) days of his receipt of the grievance.
16. If the decision of the president of the Association is not
17. satisfactory, the Company may appeal to the System Board
18. of Adjustment by delivering the appeal to the president of
19. the Association, with a copy to the Association's contract
20. administrator, within twenty-one (21) days after the decision
21. of the president of the Association was issued.
- 22.

## 23. B. GENERAL

- 24.
25. 1. The time limits set forth in this section may be extended in writ-
26. ing by mutual agreement of the Company and the Association.
27. Oral agreements to extend time limits will be reduced to writing
28. at the earliest reasonable opportunity.
- 29.
30. 2. The failure of a Company representative to issue a decision or
31. hold a hearing within the deadlines prescribed by this section will
32. be deemed a denial of the grievance or appeal, and such griev-
33. ance or appeal will be deemed to have been immediately and
34. automatically appealed to the next step unless the Association
35. indicates that it wishes to withdraw such appeal. The failure of
36. the Crewmember(s) or the Association to comply with any of the
37. time limits set forth in this section will be deemed an immediate,
38. automatic, and final withdrawal of the grievance or appeal.
- 39.
40. 3. The Association and the Company may, by mutual agreement in
41. writing, elect to bypass any or all of the steps in this section and
42. proceed directly to the System Board of Adjustment.
- 43.
- 44.

- 1.
  - 2.
  - 3.
  - 4.
  - 5.
  - 6.
  - 7.
  - 8.
  - 9.
  - 10.
  - 11.
  - 12.
  - 13.
  - 14.
  - 15.
  - 16.
  - 17.
  - 18.
  - 19.
  - 20.
  - 21.
  - 22.
  - 23.
  - 24.
  - 25.
  - 26.
  - 27.
  - 28.
  - 29.
  - 30.
  - 31.
  - 32.
  - 33.
  - 34.
  - 35.
  - 36.
  - 37.
  - 38.
  - 39.
  - 40.
  - 41.
  - 42.
  - 43.
  - 44.
4. All grievances, notices, decisions, and appeals required by this section will be in writing and will be delivered in person, by expedited delivery, provided that such method documents the sender and recipient by name and date, or by certified U.S. mail, return receipt requested. If delivered in person, the grievance, notice, decision, or appeal will be initialed by the recipient and date and time stamped.
  5. The Association will assign a docket number to each grievance, according to the order in which grievances are submitted.

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.
- 11.
- 12.
- 13.
- 14.
- 15.
- 16.
- 17.
- 18.
- 19.
- 20.
- 21.
- 22.
- 23.
- 24.
- 25.
- 26.
- 27.
- 28.
- 29.
- 30.
- 31.
- 32.
- 33.
- 34.
- 35.
- 36.
- 37.
- 38.
- 39.
- 40.
- 41.
- 42.
- 43.
- 44.

**INTENTIONALLY LEFT BLANK**

1. **SECTION 21**

2.  
3. **SYSTEM BOARD OF ADJUSTMENT**

4.  
5. **A. ESTABLISHMENT OF A SYSTEM BOARD OF ADJUSTMENT**

6.  
7. 1. In compliance with Section 204, Title II, of the Railway Labor  
8. Act, as amended, there is hereby established a System Board of  
9. Adjustment, which will be known as the Capital Cargo Inter-  
10. national Airlines Crewmembers' System Board of Adjustment  
11. (hereinafter referred to as the "Board").  
12.  
13. 2. The Board will have jurisdiction over disputes between any  
14. Crewmember(s) or the Association and the Company with respect  
15. to discipline and other grievances arising out of the interpretation  
16. or application of this Agreement, provided that such dispute has  
17. been properly submitted to the Board by the president of the As-  
18. sociation or the Company in accordance with Section 19 or 20, as  
19. may be appropriate. The jurisdiction of the Board will not extend  
20. to proposed changes in rates of pay, rules, or working conditions.  
21.  
22. 3. The Board will consist of three (3) members, one of whom will be  
23. appointed by the Company, and one of whom will be appointed by  
24. the Association, who will be known as "board members," and one  
25. neutral member who will be known as the "neutral chairman" and  
26. will be selected in accordance with paragraph D., below, or any other  
27. process mutually agreed upon by the Company and the Association.  
28. Board members will serve until their successors are duly appointed.  
29. Each party will advise the other, in writing, of the name of the person  
30. who has been appointed to sit as a board member in a case.  
31.

32. **B. SUBMISSIONS TO THE BOARD**

33.  
34. 1. The Board will consider any dispute properly submitted to it in  
35. accordance with this section and with Section 19 or 20, as may be  
36. appropriate, by the president of the Association or the Company.  
37. Submissions will be addressed to the president of the Company,  
38. or his designee, or the president of the Association, or his design-  
39. ee, as applicable. A copy of each submission will be sent to the  
40. Association's contract administrator.  
41.  
42. 2. Each submission will state:  
43. a. the question or questions at issue;  
44.

1. b. a statement of the facts;
- 2.
3. c. the position of the Crewmember(s) or Association;
- 4.
5. d. the position of the Company; and
- 6.
7. e. the relief requested.
- 8.
9. 3. Each case will be presented to the Board separately unless the
10. parties agree to consolidate more than one case. The order in
11. which the cases are presented to the Board will be the order in
12. which they were filed, unless the parties mutually agree to present
13. a case out of order. Priority will be given to discharge cases.
- 14.

### 15. C. GRIEVANCE MEDIATION

- 16.
17. 1. After a grievance has been appealed to the Board in accordance
18. with the provisions of Sections 19 or 20 and before a neutral
19. chairman has been selected, the grievance will be referred to
20. grievance mediation. If the grievance is not successfully resolved
21. during grievance mediation, it will be referred back to the Board
22. to be heard in accordance with this section.
- 23.
24. 2. A one-time training session for the mediation participants initially
25. designated by the parties will be conducted by the National
26. Mediation Board and will be held on a mutually agreeable date
27. in the city where the general offices of the Company are located.
28. Additional training session(s) for other participants subsequently
29. designated by the parties will be conducted in the same manner as
30. and when deemed appropriate by mutual agreement of the parties.
- 31.
32. 3. After the initial training session, mediation proceedings will be
33. held at a mutually agreeable site in the city where the general of-
34. fices of the Company are located.
- 35.
36. 4. Mediators will be provided by the National Mediation Board un-
37. less the parties mutually agree to obtain mediators through alter-
38. native means. All private mediator fees and expenses, including
39. the cost of any conference facilities or materials, will be shared
40. equally between the parties. Each party will bear the cost and
41. expenses of its participants in the mediation.
- 42.
43. 5. When there are cases to be heard, the parties will attempt to
44. schedule one mediation conference per quarter. Cases will be



1. scheduled for mediation conference in the quarter in which they
2. are submitted or in the ensuing quarter. If one or more cases can-
3. not be scheduled during the current or ensuing quarter, they will
4. be scheduled as soon as practicable. Upon request, the parties
5. will mediate a discharge grievance before mediating other pend-
6. ing cases. Further, upon request by either party, the parties will
7. schedule a grievance mediation conference to hear a discharge
8. grievance that is pending mediation at the earliest date the media-
9. tor and the parties are available to convene.
- 10.
11. 6. The issue mediated will be the same as the issue the parties have
12. failed to resolve through the grievance process. The presentation of
13. evidence is not limited to that presented at any previous step of the
14. grievance procedure. The rules of evidence will not apply, and no
15. transcript of the mediation conference will be made. The jurisdic-
16. tion of the mediator will not extend to proposed changes in hours of
17. employment, rates of compensation or working conditions.
- 18.
19. 7. The grievant will be present for the presentation of his case. Other
20. attendees will include those individuals needed to present the par-
21. ties' positions and to reach agreement with authority to bind their
22. respective party. Non-participating observers will not be admitted
23. except by mutual agreement of the parties.
- 24.
25. 8. The Company and the Association will each appoint a principal
26. spokesperson, who may be an attorney, for the mediation conference.
- 27.
28. 9. The mediation process will be informal. The mediator has authority
29. to meet both jointly and separately with the parties; however, the
30. mediator has no authority to compel resolution of the grievance.
- 31.
32. 10. Upon reaching a settlement, the parties will immediately reduce
33. it to written form, which will be signed by the Company, the As-
34. sociation, and the grievant.
- 35.
36. 11. The record of the mediation will be closed and inadmissible in
37. any subsequent proceeding unless a written settlement is reached,
38. in which case the record will be admissible solely to interpret or
39. apply the settlement involving that grievant, if necessary. If the
40. grievance is not settled and subsequently is heard by the Board,
41. during the Board proceedings on such grievance, no reference
42. will be made to the fact that the grievance was the subject of a
43. mediation conference; nor will there be any reference to state-
44. ments made, documents provided, or actions taken by either the

1. mediator or participants during the course of a mediation conference,
2. unless the party or person offering such statements, documents,
3. or actions would have had access or entitlement to them
4. outside of the mediation conference.
- 5.
6. 12. Either party may request the mediator to give an oral advisory
7. opinion, which, if given, will not be disclosed outside the mediation
8. conference, except that it may be disclosed to the principals
9. of each party.
- 10.
11. 13. Written material presented to the mediator or to the other party
12. will be returned to the party presenting that material at the termination
13. of the mediation conference.
- 14.
15. 14. By agreeing to schedule a mediation conference, the parties are
16. not waiving any procedural argument(s) that they have regarding
17. the case. Both the Company and the Association reserve the right
18. to raise jurisdictional or procedural issues notwithstanding their
19. agreement to schedule such conference.
- 20.
21. 15. All parties involved in the mediation conference, including the mediator,
22. are barred from disseminating information surrounding the conference and/or
23. individual grievances to the public, the media, or
24. like sources or to the Crewmembers, except to announce that a settlement
25. was reached or was not reached. Provided, however, that if
26. a settlement was reached, the parties may disclose the terms of the
27. settlement to their principals and to others (e.g., Crewmembers), if
28. any, specifically identified in the settlement agreement.
- 29.
30. 16. If a grievance has not been resolved following grievance mediation,
31. it will be referred back automatically for continued handling
32. under this section.
- 33.

#### 34. D. SELECTION OF THE NEUTRAL CHAIRMAN

35.

36. 1. If the parties are unable to agree upon a neutral chairman, the
37. neutral chairman will be selected from the panel of neutrals
38. set forth in the Letter of Agreement attached hereto by mutual
39. agreement of the parties, or, if necessary, by the alternate strike
40. method. The neutral chairman will preside at hearings of the
41. Board and will serve as chairman. It will be the responsibility of
42. the chairman to guide the parties in the presentation of testimony,
43. exhibits, and arguments at hearings.
- 44.

- 1.
  - 2.
  - 3.
  - 4.
  - 5.
  - 6.
  - 7.
  - 8.
  - 9.
  - 10.
  - 11.
  - 12.
  - 13.
  - 14.
  - 15.
  - 16.
  - 17.
  - 18.
  - 19.
  - 20.
  - 21.
  - 22.
  - 23.
  - 24.
  - 25.
  - 26.
  - 27.
  - 28.
  - 29.
  - 30.
  - 31.
  - 32.
  - 33.
  - 34.
  - 35.
  - 36.
  - 37.
  - 38.
  - 39.
  - 40.
  - 41.
  - 42.
  - 43.
  - 44.
2. The neutral chairman will not have the authority to hear any case except when sitting with the Company and the Association members, constituting the three (3) member Board.
  3. The Company and the Association will by mutual agreement name a panel of nine (9) neutrals. Neutrals will be members of the National Academy of Arbitrators with airline experience.
  4. The parties may remove a neutral at any time by mutual agreement. When a neutral is removed from the panel or becomes unavailable to serve, the parties will select a successor neutral by mutual agreement. If the parties are unable to reach agreement, the successor will be selected from a panel of nine (9) qualified neutrals provided by the National Mediation Board, using the alternate strike method.

#### E. CONDUCT OF HEARINGS BEFORE THE BOARD

1. In coordination with the neutral member, the parties will set a time and date for hearing.
2. If a Crewmember does not wish to be represented by the Association, he may be represented at Board hearings by a person the Crewmember may designate with the approval of the Association. The Company and the Association may be represented by a person or persons each may designate.
3. Evidence may be presented orally or in writing, or both. Witnesses will testify in person, unless otherwise agreed by the parties or at the direction of the neutral chairman. Each party will have the right to file a post-hearing brief unless mutually agreed otherwise.
4. The parties will not engage in any *ex parte* communications with the neutral member requesting the neutral member to compel testimony or evidence. Upon request by the Company, any testimony or evidence compelled by the neutral member may, at the sole discretion of the Company, be identified as confidential, in which case it will be disclosed only to persons who execute a confidentiality agreement acceptable to the Company.
5. A majority vote of the Board is required to make a finding or a decision with respect to any dispute properly before it. Such finding or decision will be final and binding upon the parties to such dispute.

1. 6. A stenographic record of all Board hearings will be taken if mutually requested by the parties, and the cost will be equally shared. If only one party requests that a stenographic record be taken, the cost will be borne by the requesting party. If the other party subsequently requests to be furnished a copy of the record, it will be provided a copy at the same cost as if the parties had equally shared the cost.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
8. 7. The Board will render its decision in writing as promptly as possible.
- 9.

10. F. GENERAL

- 11.
12. 1. The time limits set forth in this section may be extended in writing by mutual agreement of the Company and the Association. Oral agreements to extend time limits will be reduced to writing at the earliest reasonable opportunity.
- 13.
- 14.
- 15.
- 16.
17. 2. It is understood and agreed that each and every Board member will be free to discharge his duty in an independent manner, without fear that his individual relations with the Association, the Company, or employees may be affected in any manner by any action taken by him in good faith in his capacity as a board member.
- 18.
- 19.
- 20.
- 21.
- 22.
23. 3. All notices required by this section will be in writing and will be delivered in person, by expedited delivery, provided that such method documents the sender and recipient by name and date, or by certified U.S. mail, return receipt requested. If delivered in person, the notice will be initialed by the recipient and date and time stamped.
- 24.
- 25.
- 26.
- 27.
- 28.
- 29.
30. 4. Unless otherwise mutually agreed by the parties, hearings required by this section will be held in the city where the general offices of the Company are located.
- 31.
- 32.
- 33.
34. 5. The Board acting jointly will have the authority to incur such reasonable expenses as in their judgment may be deemed necessary for the proper conduct of the business of the Board. These expenses will be borne one half (½) by each of the parties.
- 35.
- 36.
- 37.
- 38.
39. 6. The Company and the Association will respectively assume the compensation, travel expenses, and other expenses of the board member selected by them and of the witnesses called by them.
- 40.
- 41.
- 42.
43. 7. The expenses and reasonable compensation of the neutral chairman will be borne equally by the Company and the Association.
- 44.

1. **SECTION 22**

2.  
3. **SENIORITY**

4.  
5. A. SERVICE WITH THE COMPANY

6.  
7. Seniority as a Crewmember will be based upon length of service  
8. as a Crewmember with the Company commencing with the date of  
9. seniority; that is, the date upon which the Crewmember first enters the  
10. Company's Crewmember training program.

11.  
12. B. SYSTEM SENIORITY LIST

13.  
14. The Company will publish the System Seniority List electronically on  
15. January 1 and July 1 of each year and publish it in the bid package.  
16. Such list will be known as the System Seniority List and will contain  
17. the names of all Crewmembers entitled to seniority, arranged in the  
18. order of system seniority, whether on active or inactive status, and the  
19. date of seniority of each Crewmember.

20.  
21. C. SENIORITY DATE

22.  
23. 1. When two (2) or more Crewmembers have the same date of  
24. seniority, they will be placed on the System Seniority List as  
25. follows:  
26.  
27. 2. The older Crewmember will have the lower (more senior) num-  
28. ber. If two (2) or more such Crewmembers have the same birth  
29. date, the Crewmember(s) with the lowest last four (4) digits of  
30. his social security number(s) will have the lower (more senior)  
31. number(s).

32.  
33. D. RETENTION OF SENIORITY

34.  
35. A Crewmember, once having established seniority, will not lose such  
36. seniority nor will his relative position on the System Seniority List be  
37. changed except as otherwise provided for in this Agreement.

38.  
39. E. BASIC SENIORITY RULE

40.  
41. System seniority will govern Crewmembers in the case of promo-  
42. tion, demotion, retention in the case of reduction in force, recall from  
43. furlough, assignment or reassignment due to expansion or reduction  
44. in force or schedules, and choice of vacancies, provided the Crew-

1. member meets the requirements for the conduct of the operation to  
2. which the Crewmember is to be assigned. Longevity, for purposes of  
3. pay, vacation, sick leave, and other applicable benefits, will accrue  
4. from date of seniority, adjusted for time periods when the Crew-  
5. member is not in active status with the Company.  
6.

7. F. PROTEST ON SYSTEM SENIORITY LIST  
8.

9. 1. Crewmembers will have thirty (30) days after the posting of the  
10. System Seniority List in which to file with the director of opera-  
11. tions a written protest concerning any alleged error or omission  
12. affecting their seniority on the posted list. If the protest is not  
13. resolved to the Crewmember's satisfaction, the Crewmember may  
14. file a grievance under the procedure contained in Section 20 of  
15. this Agreement.  
16.  
17. 2. Any incorrect posting or other discrepancy that is not protested  
18. on the list on which it first appeared will not be protested on any  
19. subsequent posting.  
20.  
21. 3. A Crewmember on furlough or leave of absence will have thirty  
22. (30) days from return to active status to protest any System Se-  
23. niority List that was published while he was on furlough or leave  
24. of absence.  
25.

26. G. FAILURE TO QUALIFY IN TURN  
27.

28. When a junior Crewmember is promoted over a senior Crewmember,  
29. by reason of failure of the latter to bid a vacancy or to qualify in turn,  
30. the senior Crewmember will continue to retain the same position on  
31. the System Seniority List.  
32.

33. H. LOSS OF SENIORITY  
34.

35. 1. A Crewmember will forfeit his seniority and, if applicable, recall  
36. rights if he:  
37.  
38. a. resigns or retires from the service of the Company;  
39.  
40. b. is discharged for just cause;  
41.  
42. c. fails to return to service by the expiration of any leave of  
43. absence in accordance with Section 13;  
44.

- 1.
  - 2.
  - 3.
  - 4.
  - 5.
  - 6.
  - 7.
  - 8.
  - 9.
  - 10.
  - 11.
  - 12.
  - 13.
  - 14.
  - 15.
  - 16.
  - 17.
  - 18.
  - 19.
  - 20.
  - 21.
  - 22.
  - 23.
  - 24.
  - 25.
  - 26.
  - 27.
  - 28.
  - 29.
  - 30.
  - 31.
  - 32.
  - 33.
  - 34.
  - 35.
  - 36.
  - 37.
  - 38.
  - 39.
  - 40.
  - 41.
  - 42.
  - 43.
  - 44.
- d. has been on furlough continuously for a period in excess of the period provided in Section 23.B.4.;
  - e. is recalled from furlough and fails to notify the Company of his intent to accept recall as provided in Section 23.C.4.
2. A Crewmember whose name has been removed from the System Seniority List and is subsequently rehired by the Company will be considered a new-hire for purposes of pay longevity and seniority.

I. PROBATION

Each Crewmember will be on probation for one (1) year of cumulative active status from the date the Crewmember enters into the Company's training program. A probationary Crewmember may be disciplined or discharged by the Company, at its sole discretion, with or without just cause.

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.
- 11.
- 12.
- 13.
- 14.
- 15.
- 16.
- 17.
- 18.
- 19.
- 20.
- 21.
- 22.
- 23.
- 24.
- 25.
- 26.
- 27.
- 28.
- 29.
- 30.
- 31.
- 32.
- 33.
- 34.
- 35.
- 36.
- 37.
- 38.
- 39.
- 40.
- 41.
- 42.
- 43.
- 44.

**INTENTIONALLY LEFT BLANK**



1.  
2.  
3.  
4.  
5.  
6.  
7.  
8.  
9.  
10.  
11.  
12.  
13.  
14.  
15.  
16.  
17.  
18.  
19.  
20.  
21.  
22.  
23.  
24.  
25.  
26.  
27.  
28.  
29.  
30.  
31.  
32.  
33.  
34.  
35.  
36.  
37.  
38.  
39.  
40.  
41.  
42.  
43.  
44.

**SECTION 23**

**FURLOUGH AND RECALL**

A. DISPLACEMENT

1. If the Company decides to reduce the number of Crewmembers in a position, the most junior Crewmember in the position will be displaced from his position with fourteen (14) days' notice, or pay in lieu of notice. Pay in lieu of notice is calculated as MMG/ days in bid period multiplied by the number of days of notice not provided (up to a maximum of fourteen [14] days).
2. A displaced Crewmember will be awarded a new position based on his standing bid on file, in accordance with his seniority.
3. A Crewmember whose standing bid on file does not contain sufficient choices to allow him to be awarded a new position in accordance with his seniority will be assigned a position by the Company.
4. A captain or first officer will be permitted to displace a more junior flight engineer or second officer provided the Crewmember holds the applicable certificate at the time of the displacement.
5. A Crewmember who has been displaced from his position to a downgraded position (e.g., B727 CA to B727 F/O, or B727 CA to B757 F/O) will be returned to the position from which he was displaced before offering a vacancy for bid for that position, provided that the return to his previous position would be an upgrade position and he has not been displaced from such previous position for more than twelve (12) months.

B. FURLOUGH

1. Crewmembers will be furloughed in reverse order of seniority from the System Seniority List, except as otherwise set forth in this Agreement or by mutual agreement of the Company and the Association.
2. The Company will give the Crewmember(s) being furloughed at least fourteen (14) calendar days' notice or fourteen (14) days' pay in lieu thereof. Such notice will be given in person, or by U.S. mail, return receipt requested, or by any other expedited method,

1. such as express mail, provided that such method documents the  
2. sender and the recipient by signature and date sent, addressed  
3. to the Crewmember at the most recent address on file with the  
4. Company. Such notice, or pay in lieu thereof, will not be required  
5. when a furlough is caused by a strike, work stoppage, national  
6. emergency, revocation of the Company's operating certificate(s),  
7. grounding of at least fifty (50) percent of the Company's aircraft  
8. by the FAA, act of God, or other circumstances outside the control  
9. of the Company. The term "circumstances outside the control  
10. of the Company" does not include the price of fuel or other supplies,  
11. the price of aircraft, the state of the economy, the financial  
12. state of the Company, or the relative profitability or unprofitability  
13. of the Company's then-current operations. A Crewmember who  
14. is not in active status on the day immediately prior to the day that  
15. pay in lieu of notice would otherwise begin will not be entitled  
16. to pay in lieu of notice. For example, if the Company furloughs a  
17. Crewmember on June 30 without notice, the Crewmember will be  
18. entitled to pay in lieu of notice if he is on active status on June 29.

19.  
20. 3. The Company may cancel or extend the effective date of a furlough  
21. by written notice to the Crewmember prior to the effective  
22. date of the furlough.
23.  
24. 4. A Crewmember who is furloughed will retain and continue to accrue  
25. seniority from the date of furlough for a period of five (5) years. If  
26. the Crewmember has not been recalled by the expiration of such period,  
27. the Crewmember will lose all seniority, and the Crewmember's  
28. name will be removed from the System Seniority List.
29.  
30. 5. At the time of furlough, a Crewmember may elect to be paid for  
31. any earned and unused vacation days the Crewmember may have.  
32. Pay will be as set forth in Section 3.B. of this Agreement.
33.  
34. 6. A Crewmember who is furloughed will have his insurance continued  
35. in accordance with the provisions governing other Company  
36. employees until the end of the month in which the Crewmember  
37. was furloughed. Thereafter, the Crewmember will be permitted to  
38. continue insurance coverage under the provisions of COBRA.

39.  
40. C. RECALL

41.  
42. 1. Recall to work will be in order of seniority, except as otherwise  
43. set forth in this Agreement or by mutual agreement of the Company  
44. and the Association.

- 1.
  - 2.
  - 3.
  - 4.
  - 5.
  - 6.
  - 7.
  - 8.
  - 9.
  - 10.
  - 11.
  - 12.
  - 13.
  - 14.
  - 15.
  - 16.
  - 17.
  - 18.
  - 19.
  - 20.
  - 21.
  - 22.
  - 23.
  - 24.
  - 25.
  - 26.
  - 27.
  - 28.
  - 29.
  - 30.
  - 31.
  - 32.
  - 33.
  - 34.
  - 35.
  - 36.
  - 37.
  - 38.
  - 39.
  - 40.
  - 41.
  - 42.
  - 43.
  - 44.
2. A Crewmember will be notified of his recall in writing, either in person or at the last address he has filed with the Company, by any expedited method, such as express mail, provided that such method documents the sender and date sent. Such notification will provide a Crewmember with a facsimile telephone number to notify the Company of his acceptance or rejection of the recall.
  3. The Company may notify more Crewmembers than the number being recalled to identify those Crewmembers who will accept recall. The Company will provide notice to redundant recipients of a recall that his recall may be potentially unnecessary if the required number of recalled Crewmembers is actually achieved. Any Crewmember who receives a recall notice must respond to the recall notice in accordance with this section.
  4. A Crewmember will notify the Company within fourteen (14) days from the date the recall notice was sent of his intent to accept recall. Such Crewmember will notify the Company, by facsimile or expedited method such as express mail via overnight delivery, provided that such method documents the sender and date sent, or through a secure electronic method, should that method be made available.
  5. If the Company determines that more Crewmembers have accepted recall than the number required, the Company will notify such excess Crewmembers as soon as possible before the recall report date by an expedited method, as described above, and attempt to contact a Crewmember by telephone.
  6. A Crewmember will be given no less than twenty-one (21) days from the date the recall notice was sent to return to work. The Company may extend the time to report to work.
  7. Bypass
    - a. A furloughed Crewmember may file a signed and dated recall bypass election form with the vice president—flight operations, or his designee. This election may be updated at any time.
    - b. Bypass will be based on the most recent bypass election form on file at 1700 Eastern Time the day before the recall notice is sent.

1. c. A furloughed Crewmember who is recalled, is eligible for
2. bypass, and has a recall bypass election form on file will be
3. passed over. A Crewmember will not be eligible for bypass if
4. all furloughed Crewmembers junior to him have been recalled.
- 5.

6. D. FLIGHT ENGINEER/SECOND OFFICER

- 7.
8. 1. The Company will make available to a flight engineer/second of-
9. ficer who possesses the required upgrade criteria the opportunity
10. to bid in accordance with paragraph A.2., above, for positions for
11. which he is qualified.
- 12.
13. 2. The Company may furlough a flight engineer/second officer out
14. of system seniority order, subject to the provisions of paragraphs
15. D.2. and D.3. Furlough of a flight engineer/second officer will be
16. by inverse seniority order among flight engineers/second officers
17. who:
- 18.
19. a. at the time of furlough do not possess all current qualifica-
20. tions set forth in the FOM required to enter training as a pilot
21. for the Company (pilot-qualified flight engineers/second
22. officers); or
- 23.
24. b. possess all current qualifications set forth in the FOM at the
25. time of furlough and who have previously notified the Com-
26. pany in writing that they choose not to displace any other
27. Crewmember.
- 28.
29. 3. If a flight engineer/second officer is furloughed out of system se-
30. niority order, as provided in paragraph D.2., above, the Company
31. will:
- 32.
33. a. Provide a minimum of thirty (30) calendar days' notice, or
34. pay in lieu of notice, to the affected flight engineer/second
35. officer and notice to the Association of the intended furlough;
- 36.
37. b. Make available to such flight engineer/second officer the
38. opportunity to apply for an available open non-Crewmember
39. position(s) within the Company.
- 40.
41. 4. Eighteen (18) Month Recall Option
- 42.
43. a. A furloughed flight engineer/second officer who does not
44. possess the required qualifications to enter training as a pilot

1. for the Company may submit to the chief pilot's office a
2. written plan setting forth the steps and his intended schedule
3. for completing all requirements that will enable him to meet
4. the upgrade criteria listed in the FOM within eighteen (18)
5. months of being furloughed.
- 6.
7. b. Upon meeting the minimum requirements for upgrade, a
8. flight engineer/second officer will immediately notify the
9. chief pilot of the fact, providing written verification of his
10. completion of such qualifications. A flight engineer/second
11. officer who has notified the Company that he has satisfied
12. the applicable minimum requirements within eighteen (18)
13. months following the commencement of his furlough will
14. continue to be eligible for recall to a first officer training
15. class beyond the eighteen (18) month period until he reaches
16. the maximum period for a furlough as provided in para-
17. graph B.4., above, i.e., five (5) years from commencement
18. of furlough. A flight engineer/second officer who fails to
19. provide written notice that he has met the applicable mini-
20. mum requirements within eighteen (18) months following
21. commencement of furlough will not thereafter be eligible to
22. upgrade to a pilot position.
- 23.
24. c. A flight engineer/second officer participating in this special
25. recall option who has notified the chief pilot's office that
26. he has completed the minimum qualifications set forth in
27. the FOM on the date of furlough will be placed on a special
28. recall list and offered recall in system seniority order.
- 29.
30. d. A flight engineer/second officer participating in the eighteen
31. (18) month recall option may at his discretion bypass recall
32. to a flight engineer/second officer position that occurs within
33. the eighteen (18) month period.
- 34.
35. e. A pilot-qualified flight engineer/second officer who has not
36. been recalled from furlough does not have a right to a va-
37. cancy award unless he is otherwise eligible for the award and
38. it would be filled by a new-hire or other junior furloughed
39. Crewmember if not awarded to him.
- 40.
41. 5. A furloughed flight engineer/second officer will be eligible for
42. recall from furlough to a flight engineer/second officer position in
43. accordance with paragraph 23.C., above.
- 44.

1. E. EXEMPTION FROM RECALL DUE TO EMPLOYMENT  
2. CONTRACT  
3.

4. 1. A Crewmember on furlough may exempt himself from recall  
5. because he is a party to an individual written contract of em-  
6. ployment with another employer, provided he complies with the  
7. provisions of paragraph E.  
8.
9. 2. A Crewmember who is a party to such an employment contract  
10. may exempt himself from immediate recall by providing the  
11. Company with a copy of the employment contract and a writ-  
12. ten request that he wishes to avoid immediate recall until the  
13. earlier of either (a) the expiration of his employment contract,  
14. (b) twenty-four (24) months from the date he first entered into  
15. the employment contract, or (c) his written notification to the  
16. Company's vice president-flight operations, or his designee, that  
17. he no longer wishes to exempt himself from immediate recall as  
18. a result of such employment contract. The Crewmember will no-  
19. tify the Company in writing when any of the conditions herein  
20. has been met.  
21.
22. 3. A Crewmember who has put the Company on notice in accor-  
23. dance with paragraph E. that he wishes to exempt himself from  
24. immediate recall will be exempt from recall until one of the  
25. conditions of paragraph E.2., above, has been met.  
26.
27. 4. In no case will a Crewmember's right to recall extend beyond five  
28. (5) years from the date of furlough.  
29.

30. F. GENERAL  
31.

32. 1. A Crewmember furloughed by the Company will file his address,  
33. personal e-mail address and telephone number with the Company  
34. at the time of furlough. The address provided will be the address  
35. to which a notice of recall will be sent. Any change in address,  
36. e-mail address, or telephone number must be supplied to the  
37. Company promptly in writing.  
38.
39. 2. The Company agrees to consider from among its applicants the  
40. request of a Crewmember who has been furloughed for other  
41. employment in the Company should there be an available posi-  
42. tion for which the Crewmember may be qualified. A furloughed  
43. Crewmember offered employment in another capacity will be  
44. compensated as determined by the Company.

- 1.
  - 2.
  - 3.
  - 4.
  - 5.
  - 6.
  - 7.
  - 8.
  - 9.
  - 10.
  - 11.
  - 12.
  - 13.
  - 14.
  - 15.
  - 16.
  - 17.
  - 18.
  - 19.
  - 20.
  - 21.
  - 22.
  - 23.
  - 24.
  - 25.
  - 26.
  - 27.
  - 28.
  - 29.
  - 30.
  - 31.
  - 32.
  - 33.
  - 34.
  - 35.
  - 36.
  - 37.
  - 38.
  - 39.
  - 40.
  - 41.
  - 42.
  - 43.
  - 44.
3. The Company will provide the Association an opportunity to confer with the Company concerning measures to avoid or mitigate the effects of a furlough. Time may be of the essence, and the Company will give at least twenty-four (24) hours' notice to the MEC chairman, or his designee, of a pending furlough notice. The meeting may be held after the issuance of furlough notices.
4. Nothing herein diminishes the right of the Company to terminate the employment of a probationary Crewmember. If the Company elects to terminate the employment of a probationary Crewmember who would be eligible for rehire, the Company will offer that Crewmember the opportunity to resign his employment as an alternative to termination.

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.
- 11.
- 12.
- 13.
- 14.
- 15.
- 16.
- 17.
- 18.
- 19.
- 20.
- 21.
- 22.
- 23.
- 24.
- 25.
- 26.
- 27.
- 28.
- 29.
- 30.
- 31.
- 32.
- 33.
- 34.
- 35.
- 36.
- 37.
- 38.
- 39.
- 40.
- 41.
- 42.
- 43.
- 44.

**INTENTIONALLY LEFT BLANK**



1. **SECTION 24**

2.  
3. **FILLING OF VACANCIES**

4.  
5. **A. VACANCY (OPEN POSITION) BID**

6.  
7. When the Company determines it has a vacancy to fill, a bid will be is-  
8. sued that includes the number of vacancies up for bid by position, the  
9. deadline for submitting the bid (not less than fifteen [15] calendar days  
10. from the issue date), and the effective date of the award.

11.  
12. **B. ELIGIBILITY TO BID FOR VACANCIES**

13.  
14. 1. A Crewmember will be eligible to bid and be awarded a vacancy  
15. on the basis of his seniority provided he meets the requirements  
16. set forth in the Company's Flight Operations Manual (FOM)  
17. and administrative requirements contained in the bid notice. In  
18. addition, the Crewmember must meet the minimum eligibility  
19. requirements as established by the Company, in accordance with  
20. Section 11.H.4. The Company has the discretion to set new-hire  
21. requirements, notwithstanding the above.

22.  
23. 2. **Standing Bids**

24.  
25. a. A Crewmember should have on file with the chief pilot of the  
26. Company a completed, signed, and dated standing bid form  
27. (form to be provided by the Company) on which the Crew-  
28. member will indicate his order of preference for positions in  
29. descending order.

30.  
31. b. A Crewmember may change his standing bid at any time by  
32. submitting a new standing bid form to the chief pilot. The  
33. standing bid form must be signed and dated. Changes are  
34. effective upon receipt by the Company.

35.  
36. 3. **Awarding Bids**

37.  
38. The awarding of vacancies will be determined from the standing  
39. bids on file at the time the bids close.

40.  
41. 4. **Insufficient Bids**

42.  
43. If there are insufficient bids for a posted vacancy, the Company  
44. may fill such vacancy by hiring a new Crewmember.

1. 5. If there is a reduction in the number of positions, a Crewmember  
2. who is unable to retain his current position may bid for another  
3. position, provided the Crewmember holds the appropriate li-  
4. censes and/or certificates required by the FAA and the Company  
5. for the position being bid and there is a junior Crewmember to be  
6. displaced. This paragraph also will apply to a Crewmember who  
7. is unable to maintain the class of medical certificate required for  
8. his current position.  
9.
10. 6. Crewmembers on unpaid leaves of absence with return dates after  
11. the closing of a bid and Crewmembers whose lines have been  
12. adjusted to accommodate training resulting from a previously  
13. awarded bid will not be eligible to bid for a vacancy.  
14.
15. 7. A Crewmember who is awarded a vacancy will not be eligible for  
16. an award of a position on another aircraft type within the period  
17. of twenty-six (26) months commencing on the date the Crew-  
18. member entered training for the vacancy position. A Crewmember  
19. will be released from the equipment lock provided in this para-  
20. graph if he is involuntarily displaced from that equipment type.  
21. A Crewmember will be released from the equipment lock if he  
22. fails training required to fill the vacancy. A Crewmember will be  
23. released from the equipment lock if he is unable to maintain the  
24. class of medical certificate required for the position.  
25.
26. 8. The Company is not required to award a vacancy to a Crew-  
27. member if the award would be a position downgrade (CA to F/O  
28. or FE, or F/O to FE).  
29.
30. 9. The Company is required to award a first officer vacancy to a  
31. first officer only one (1) time in his career with the Company (not  
32. including his initial assignment or award as a new-hire).  
33.
  34. a. Notwithstanding the limitation contained in paragraph B.9., a  
35. first officer will be allowed to bid and be awarded a first offi-  
36. cer position in a new equipment type from the first published  
37. vacancy until six (6) months after the new equipment type  
38. was placed into revenue service.  
39.
  40. b. Nothing in paragraph B.9. is intended to prohibit a fur-  
41. loughed Crewmember's recall rights under Section 23.  
42.  
43.  
44.

1. C. REASSIGNMENT TO PREVIOUS POSITION

2.

3. After new equipment training has begun, a Crewmember may be as-  
4. signed a temporary position in his prior position for up to one hundred  
5. twenty (120) days because of unavailability of training resources or a  
6. delay in the availability of the aircraft for which he is training, or other  
7. reasons outside the control of the Company. If a Crewmember's new  
8. equipment bid award is canceled, the Crewmember will return to his  
9. previous position.

10.

11. D. SHORT-TERM PERSONNEL FOR NEW EQUIPMENT

12.

13. 1. When the introduction of new equipment results in more vacan-  
14. cies than current staffing levels can accommodate, the Company  
15. may hire additional short-term personnel directly into the new  
16. equipment. Crewmembers hired for the new equipment will fill  
17. these positions until bid award transition training can be accom-  
18. plished in accordance with paragraph B.1., above. Crewmembers  
19. hired on this short-term basis may be offered, in seniority order,  
20. the option of filling other positions or leaving the employ of the  
21. Company.

22.

23. 2. Current Company Crewmembers who bid and are awarded these  
24. new equipment training slots will begin training as soon as possi-  
25. ble. In no event will the Company unreasonably delay the start  
26. or continuation of training.

27.

28. E. FAIR TREATMENT FOR EXPERIENCED PILOTS

29.

30. 1. When a Crewmember reaches sixty-five (65) years of age, the  
31. Crewmember will be eligible to bid a second officer or flight  
32. engineer position, provided such a vacancy exists, and the  
33. Crewmember holds the appropriate FAA-required licenses and/  
34. or certificates. If such a vacancy does not exist, the Crewmember  
35. will have a one-time right to return in order of seniority for the  
36. next available second officer or flight engineer position vacancy,  
37. provided it occurs within sixty (60) months of the date the Crew-  
38. member reaches his sixty-fifth (65<sup>th</sup>) birthday.

39.

40. 2. A Crewmember who does not desire to receive a vacancy bid  
41. award will notify the Company in writing and will thereafter be  
42. ineligible to return. Otherwise, the Crewmember will be consid-  
43. ered to have bid for the next available vacancy.

44.

- 1.
- 2.
3. 3. The Crewmember will maintain his current contact information (including telephone number, e-mail [if available] and mailing address) with the Company in order to be notified of a vacancy.
- 4.
5. 4. The Company will notify such Crewmember(s) when the vacancy is posted. The Crewmember(s) must respond before the bid closes, stating that the Crewmember intends to accept any successful bid award. If the Crewmember is awarded the vacancy, he will be required to report to training no sooner than twenty-one (21) days after the vacancy bid was posted.
- 6.
- 7.
- 8.
- 9.
- 10.
- 11.
12. 5. The vacancy will be awarded to the most senior bidder. A Crewmember eligible to bid a vacancy who is not the senior bidder will be eligible to bid on subsequent vacancies.
- 13.
- 14.
- 15.
16. 6. A Crewmember who fails to respond to the bid notification as described in paragraph E.4., above, or who fails to accept an awarded position or to report as directed or otherwise does not comply with this provision, will be ineligible for that or any subsequent position and will be removed from the return list.
- 17.
- 18.
- 19.
- 20.
- 21.
22. 7. A Crewmember who has exercised his right to return pursuant to this paragraph E. will not be eligible for return rights thereafter.
- 23.
- 24.
25. 8. The Crewmember will not be considered a new-hire and will retain his seniority and longevity for pay and benefits.
- 26.
- 27.
28. 9. Except as provided in paragraphs E.1.–E.8., above, the Company will not be required to award a vacancy to a Crewmember who reaches age sixty-three (63). If this results in a loss of pay, the Crewmember will be pay-protected until age sixty-five (65).
- 29.
- 30.
- 31.
- 32.
- 33.
- 34.
- 35.
- 36.
- 37.
- 38.
- 39.
- 40.
- 41.
- 42.
- 43.
- 44.

1. **SECTION 25**

2.  
3. **SCHEDULING**

4.  
5. **A. SCHEDULING BY BID PERIODS**

6.  
7. The Company will publish a schedule for each bid period in accordance with the provisions outlined below.

8.  
9.  
10. 1. Each bid period, the Company will construct bid lines of time  
11. to cover all known flying (insofar as may be practicable) that is  
12. stable in nature and has a high degree of certainty of being flown.  
13. “Known flying” will be determined forty-eight (48) hours prior  
14. to the publishing of the bid package. These lines will be known  
15. as “standard bid lines.” A standard bid line may include specific  
16. periods of reserve.  
17.  
18. 2. The Company may also construct bid lines that contain only  
19. specific periods of reserve status. These lines will be known as  
20. “reserve bid lines.”

21.  
22. **B. BID PACKAGE**

23.  
24. 1. A bid package for each aircraft type will normally be distributed  
25. and available on the Company intranet site (or via a similar  
26. electronic method) to all Crewmembers no later than fourteen  
27. (14) days prior to the start of the next bid period. If that day is on  
28. the weekend, then the bid package will be distributed no later than  
29. the first business day following the weekend. Bids will normally  
30. close at 1200 Eastern Time, at least six (6) days after the bid  
31. packages were posted and at least eight (8) days prior to the start  
32. of the next bid period. The bid package will contain the following  
33. information:  
34.  
35. a. A cover note with instructions for completing the bid.  
36.  
37. b. Bid lines, bid line number, scheduled report and release times  
38. for all scheduled duty periods, flight numbers (where appropriate),  
39. scheduled departure and arrival times by station, segment block times,  
40. and total bid line block time. Bid lines may not indicate scheduled  
41. report and release times for reserves. If beginning and ending times  
42. for reserve are known, the scheduled beginning and ending times for  
43. reserve will be included in the bid package. If the beginning and ending  
44.

1. times for reserve are not known, the Company may indicate a
2. reserve assignment by including an “R” on the schedule.
- 3.
4. c. Vacation, training (ground and simulator), and a list of Crew-
5. members on leaves of absence.
- 6.
7. d. Scheduled days off and total number of scheduled days off.
- 8.
9. e. A crew roster with Crewmembers’ positions and relative
10. seniority.
- 11.
12. 2. The Company may elect to distribute bid packages covering up
13. to three (3) bid periods and award bid lines for up to three (3)
14. bid periods at a time. The Company may re-bid one or more bid
15. periods as a result of changes in planned flying.
- 16.

#### 17. C. GENERAL BIDDING INFORMATION

18.

19. 1. All bids must be submitted electronically via the Company Intra-
20. net (or a similar electronic method) in accordance with instruc-
21. tions published by the Company. A Crewmember will submit an
22. electronic Bid Line Request form, stating his preferences.
- 23.
24. 2. If a substantial failure of the electronic bidding system occurs,
25. the Company will attempt to meet the timelines prescribed in this
26. section by accepting bid line preference requests by fax or another
27. method agreed upon by the Company and MEC chairman, or his
28. designee.
- 29.
30. 3. The Company may establish a method to bid electronically.
31. Before a substantial modification of the Company electronic bid
32. system, the Company will meet and confer with the Association.
33. The Company will not implement a preferential bid system except
34. by mutual agreement with the Association.
- 35.

#### 36. D. AWARDING OF BID LINES

37.

38. 1. Bid lines will be awarded by position in seniority order based on
39. the bid preferences submitted by the Crewmember. A Crewmember
40. must be line qualified and be available for work for the entire
41. sequence of trips on a bid line in order for the bid to be awarded.
- 42.
43. 2. A Crewmember will not be awarded a bid line that would cause
44. him to exceed FAR limitations.

- 1.
- 2.
3. Failure to Bid or Ineligible to Bid
- 4.
5. a. If a Crewmember who is eligible to be awarded a bid line does not submit his bid in accordance with the published bidding timeline, or he does not submit sufficient preferences to be awarded a bid line based on his seniority, he will be assigned a bid line after all other bid lines have been awarded. Crew Scheduling will attempt to contact a Crewmember not awarded bid lines as a result of this paragraph, in seniority order, to determine their preferences among the remaining open bid lines.
- 6.
- 7.
- 8.
- 9.
- 10.
- 11.
- 12.
13. b. A Crewmember who is ineligible to bid because of paragraph D.1., above, will be assigned a schedule after consultation with the Crewmember, which may include the assignment of open time and/or reserve periods.
- 14.
- 15.
- 16.
- 17.
18. 4. A Crewmember with a vacation in a bid period must first bid all bid lines that do not conflict with the vacation, and then bid the bid lines that may conflict with the vacation. On a case-by-case basis, the Company may award a bid line that conflicts with a scheduled vacation.
- 19.
- 20.
- 21.
- 22.
- 23.
24. 5. A Crewmember who has not received his bid line award forty-eight (48) hours prior to the start of the bid period must contact the Company for his award.
- 25.
- 26.
- 27.
28. 6. A Crewmember who has been notified that he will begin upgrade training will bid his schedule and fly his line until the Crewmember must be removed to begin training. A Crewmember in training may not bid his schedule until he has completed his training and has been released for duty to his new status or returned to his former status.
- 29.
- 30.
- 31.
- 32.
- 33.
- 34.
35. 7. If application of paragraph 25.D.1. would result in a captain and a first officer being awarded bid lines containing one (1) or more flight or reserve assignments that these two (2) Crewmembers could not operate as members of the same crew due to the application of ICAO (over/under) standard for international flights, the more senior of the two Crewmembers will be awarded his bid line first, and the other Crewmember will be awarded, in seniority order, his next highest choice of bid lines that does not result in a conflict under the ICAO (over/under) standard for international flights. If there are no remaining bid lines that do not conflict with
- 36.
- 37.
- 38.
- 39.
- 40.
- 41.
- 42.
- 43.
- 44.

1. the ICAO (over/under) standard and which the Crewmember
2. can hold by seniority, he will be awarded the most junior Crew-
3. member's bid line that does not conflict with the ICAO (over/
4. under) standard. The replaced Crewmember will be awarded his
5. next bid line choice in seniority order.
- 6.
7. 8. If application of paragraph 25.D.1. would result in a captain and
8. a first officer being awarded bid lines containing one (1) or more
9. flight or reserve assignments that these two (2) Crewmembers
10. could not operate as members of the same crew if both Crew-
11. members have not completed 100 hours in position (green-on-
12. green standard), the more senior of the two Crewmembers will
13. be awarded his bid line first, and the other Crewmember will be
14. awarded, in seniority order, his next highest choice of bid lines
15. that does not result in a conflict. If there are no remaining bid
16. lines that do not conflict with the requirement to complete 100
17. hours in position (green-on-green) and which the Crewmember
18. can hold by seniority, he will be awarded the most junior Crew-
19. member's bid line that does not conflict with the green-on-green
20. standard. The replaced Crewmember will be awarded his next bid
21. line choice in seniority order.
- 22.
23. 9. The Company will publish all aircraft bid line awards via the
24. Company intranet (or a similar electronic method) within forty-
25. eight (48) hours after the bids close.
- 26.
27. 10. The Company will attempt to provide the Association with a copy
28. of the next bid packages for all positions at least twenty-four
29. (24) hours before posting them on the Company intranet. If the
30. bid package is delayed, the Company will contact and advise the
31. MEC chairman, or his designee, explaining the delay.
- 32.
33. 11. A Crewmember may make a specific travel request up to twenty-
34. four (24) hours after publication of the bid awards. The Company
35. will consider the request, provided the Company has not already
36. made the travel arrangements.
- 37.

#### 38. E. REASSIGNMENT

39.

40. Bid lines will not always be flown as awarded, and Crewmembers may

41. be rescheduled or reassigned. If a standard bid line holder is resched-

42. uled or reassigned, the Company will use reasonable efforts to return

43. the Crewmember to his original schedule as soon as practicable.

44.



1. F. LINE OPERATING EXPERIENCE (LOE) LINES
- 2.
3. 1. A Crewmember requiring LOE may be assigned to a check air-
4. man's bid line for the purpose of completing his LOE. There will
5. be no LOE lines built into the scheduled bid package. When the
6. Company knows that LOE will be conducted prior to the award of
7. bid lines, a Crewmember who is awarded a line in which a check
8. airman will be conducting LOE will be awarded his next choice
9. in seniority order.
- 10.
11. 2. A Crewmember who is displaced from his awarded bid line by a
12. Crewmember participating in LOE may be reassigned or resched-
13. uled and will be credited the value of the scheduled trip hours or
14. the actual trip hours flown, whichever is greater, and the Compa-
15. ny will return the displaced Crewmember to his original schedule
16. as soon as practicable.
- 17.
18. 3. A check airman participating in line bidding will be awarded a bid
19. line in seniority order. The Company will normally utilize time
20. available on a check airman's line or open time to accomplish
21. LOE. The Company will not utilize an offline check airman to
22. displace another Crewmember for LOE if there is time available
23. on a line check airman's line.
- 24.

25. G. NUMBER OF SCHEDULED DAYS WORKED AND DAYS OFF

- 26.
27. 1. Except for Crewmembers in initial, transition, upgrade, recur-
28. rent, and requalification training, and subject to other provisions
29. of this Agreement, the Company will make reasonable efforts to
30. schedule Crewmembers for up to sixteen (16) work days in each
31. bid period.
- 32.
33. 2. Days Off
- 34.
35. Each bid period, a Crewmember will be scheduled and will re-
36. ceive at least ten (10) days (defined as twenty-four [24] consecu-
37. tive hours for this paragraph) free from work with the Company,
38. with the exception of months where the Crewmember is required
39. to attend training. In months where there are thirty-one (31)
40. calendar days, the minimum number of days free from work will
41. be eleven (11). The days free from work will be combined so
42. that there is a minimum of one (1) consecutive ninety-six (96)
43. hour period free from work. The other work-free periods must be
- 44.

1. combined in such a manner as to produce not less than forty-eight
2. (48) hour (blocks) free from work.
- 3.

#### 4. H. OPEN TIME

5.

6. 1. A flight assignment or reserve assignment that becomes available
7. for any reason after the award of bid lines (e.g., flying dropped
8. due to sick leave, training, vacation, legalities, etc.) will become
9. open time. A Crewmember will be awarded or assigned open time
10. in accordance with this paragraph H.
- 11.

12. 2. Open time will be posted in all operation's offices and announced
13. by the Company on the Company's intranet site as soon as prac-
14. ticable or by telephonic message if the Company's intranet site is
15. not functioning. The Company will determine the format of the
16. open-time posting, e.g., including but not limited to trip, portion
17. of an original trip, sequence of trips, or reserve assignment, etc.
- 18.

19. 3. Awarded or assigned open time will not conflict with any other
20. assignment. The Company may require a reasonable buffer
21. between any awarded or assigned open-time trip and any other
22. scheduled activity.
- 23.

24. 4. Open time will remain available for bidding until the earlier of:
- 25.

26. a. 1200 Eastern Time on the fourth day after posting, or
- 27.

28. b. 1200 Eastern Time on the fourth day before the day on which
29. the trip or sequence of trips or reserve assignment originates.
- 30.

31. 5. Open time will be awarded or assigned in the following manner:
- 32.

33. a. A Crewmember on reserve may be assigned open time.
- 34.

35. b. A supervisory, off-line check airman, and/or management
36. Crewmember may utilize open time to maintain proficiency.
- 37.

38. c. The Company may utilize open time for LOE.
- 39.

40. d. The Company will award open time to a Crewmember who
41. bids to fly on his day(s) off in seniority order, subject to the
42. following:
- 43.
- 44.

- 1.
  - 2.
  - 3.
  - 4.
  - 5.
  - 6.
  - 7.
  - 8.
  - 9.
  - 10.
  - 11.
  - 12.
  - 13.
  - 14.
  - 15.
  - 16.
  - 17.
  - 18.
  - 19.
  - 20.
  - 21.
  - 22.
  - 23.
  - 24.
  - 25.
  - 26.
  - 27.
  - 28.
  - 29.
  - 30.
  - 31.
  - 32.
  - 33.
  - 34.
  - 35.
  - 36.
  - 37.
  - 38.
  - 39.
  - 40.
  - 41.
  - 42.
  - 43.
  - 44.
- (1) If a junior Crewmember bids for the same open-time assignment and awarding him the open-time assignment would result in fewer hours of pay due to less travel time between his PADA and the starting and/or ending location of the open-time assignment, the Company is not required to award the open-time assignment to the senior Crewmember unless the senior Crewmember elects to be paid the same number of hours that the junior Crewmember would have received.
  - (2) Airline ticket price, hotel costs, and per diem will not be a factor in the open-time award pursuant to paragraph H.5.d.(1), above.
  - (3) The provisions in paragraph H.5.d. apply to voluntary open-time bidding and awarding only.
  - e. After the time(s) for bidding set forth in paragraph H.4., above, has elapsed, the Company may assign open time to volunteers without regard to seniority.
6. Junior Assignment and Extension
- a. Extension, extends, or extended means the addition of work to a Crewmember's sequence of trips after the publication of the final bid award, which assignment occurs up until he reports one (1) hour before the scheduled time of his flight to return to his domicile airport or is released by Crew Scheduling, but the work is outside of and contiguous to the original sequence of trips.
  - b. If open time remains or becomes available less than four (4) days before the day on which the flight assignment or reserve assignment originates, the following additional provisions may be utilized to cover open time:
    - (1) The Company may assign the open time to a volunteer.
    - (2) The Company may junior assign the open time to a Crewmember on scheduled time off in inverse order of seniority.
    - (3) If the Company is unsuccessful contacting a Crewmember through the process in paragraph H.6.b.(2),

1. above, the Company may assign the open time to the  
2. next available Crewmember.  
3.

4. (4) A Crewmember may be extended to cover open time for  
5. up to four (4) consecutive days.  
6.

7. I. RESERVE DAY AVAILABILITY  
8.

9. 1. "Reserve" is divided into "home reserve," "hotel reserve," and  
10. "hot standby."  
11.

12. a. A Crewmember will not be on home, hotel, or hot standby  
13. reserve more than fourteen (14) hours in a twenty-four (24)  
14. hour period.  
15.

16. b. Duty time will begin at the assigned reserve hot standby start  
17. time and end at the end of the assigned reserve time or when  
18. released by Crew Scheduling, as applicable.  
19.

20. c. The on call reserve period will end at the assigned end time;  
21. however, if the Crewmember is given an assignment before  
22. the end of the reserve on-call period, then the duty time limit  
23. will be as provided in Section 12.C.  
24.

25. d. A standard bid line or reserve bid line holder will not be as-  
26. signed to commence more than two (2) reserve periods in a  
27. day.  
28.

29. 2. "Hotel reserve" requires a Crewmember to be in a "standby  
30. location" (normally a Company-designated hotel) and available  
31. to make a report time for flight as soon as practicable but within  
32. ninety (90) minutes after being notified by Crew Scheduling.  
33. It is the responsibility of the Crewmember to be at the standby  
34. location in time for the report time for reserve and, if called to the  
35. airport and not used, or used less than his entire availability, to  
36. return to the standby location to continue his reserve assignment  
37. until release time from reserve.  
38.

39. 3. A Crewmember on reserve must remain in phone contact unless  
40. the Crewmember is released by Crew Scheduling for a specific  
41. time period.  
42.

43. 4. "Home reserve" requires that the Crewmember be able to depart  
44. his personal domicile or a pre-agreed-upon alternate domicile lo-

1. cation for his PADA or another pre-agreed-upon alternate airport
2. within two (2) hours of the first attempt by Crew Scheduling to
3. contact the Crewmember for an assignment.
- 4.
5. 5. “Hot standby” requires that a Crewmember remain at the hot
6. standby location and use his best efforts to be prepared to block
7. out as soon as practicable after receiving notice of a trip (subject
8. to customer loading requirements). A Crewmember assigned to
9. hot standby will be considered to be on duty upon his scheduled
10. report to the hot standby location.
- 11.
12. 6. Each Crewmember on reserve must be at his primary contact
13. number, or advise Crew Scheduling of an alternate contact.
- 14.
15. 7. A reserve crewmember not on rest must be available to be con-
16. tacted by the Company. It is the Crewmember’s responsibility to
17. make sure he is contactable by the Company by telephone, pager
18. or other means. If using a pager, the Crewmember must contact
19. the Company within twenty (20) minutes of the first page. If there
20. is no way to contact the Crewmember, the Crewmember must call
21. in every three (3) hours, unless other arrangements are made with
22. Flight Following or Crew Scheduling.
- 23.
24. 8. Upon termination of an assigned trip, it is the responsibility of the
25. reserve Crewmember to call Crew Scheduling to confirm that he
26. is released or to obtain his next work assignment. If the last leg(s)
27. of a home reserve assignment is to position to the Crewmember’s
28. PADA, the Crewmember is also required to call Crew Scheduling
29. upon arrival at his personal domicile to obtain his next work
30. assignment.
- 31.
32. 9. All reserve Crewmembers must call Crew Scheduling on the
33. last day of their days off to confirm assignments for the next and
34. subsequent reserve days.
- 35.

## 36. J. TRIP TRADE

- 37.
38. 1. Standard bid line holders will have the opportunity to trade
39. individual trips with another Crewmember for a like amount of
40. time in the same bid period. Trip trades must be agreed to by
41. both parties, and the proposed trade must be submitted to Crew
42. Scheduling in writing no less than forty-eight (48) hours prior to
43. the report time for the first trip. If all requirements of the trip trade
44. policy are met, the trade will normally be approved.

- 1.
  - 2.
  - 3.
  - 4.
  - 5.
  - 6.
  - 7.
  - 8.
  - 9.
  - 10.
  - 11.
  - 12.
  - 13.
  - 14.
  - 15.
  - 16.
  - 17.
  - 18.
  - 19.
  - 20.
  - 21.
  - 22.
  - 23.
  - 24.
  - 25.
  - 26.
  - 27.
  - 28.
  - 29.
  - 30.
  - 31.
  - 32.
  - 33.
  - 34.
  - 35.
  - 36.
  - 37.
  - 38.
  - 39.
  - 40.
  - 41.
  - 42.
  - 43.
  - 44.
2. Trip trades may be denied in any of the following cases:
    - a. If, as a result of the proposed trade, either Crewmember would be projected for block time over sixty-two (62) block hours or sixteen (16) days in the bid period;
    - b. If the proposed trade would conflict with a training assignment of either Crewmember;
    - c. If the proposed trade would conflict with remaining work assignments of either Crewmember;
    - d. If the proposed trade would conflict with either Crewmember's scheduled vacation or pre-approved leave of absence; or
    - e. If the proposed trade infringes on a reasonable buffer period between a FAR, a requirement in this Agreement, or if in a calendar year, create a projection that may exceed annual flight-time limitations.
  3. The Company will recognize no liability to:
    - a. Undertake deadheading or positioning the trading Crewmembers either to their assignment location or back to their PADA;
    - b. Make up any time lost due to the trade; or
    - c. Restore any duty-free time lost as a result of the trade, or time lost as a result of a subsequent replacement of either flight Crewmember due to FAR limitations as a result of the trade.
  4. A Crewmember is responsible for his original trip until his trade has been approved.

#### K. ASSOCIATION SCHEDULING COMMITTEE

At the written request of the Association Scheduling Committee (ASC) chairman or the manager of Crew Scheduling, or his designee, the Company and the ASC may meet in any month on a mutually agreeable date to discuss specific scheduling issues.

1. **SECTION 26**

2.  
3. **GENERAL**

4.  
5. A. SAVINGS CLAUSE

6.  
7. Should any provision in this Agreement be rendered invalid by reason  
8. of any existing or subsequently enacted legislation, act of government  
9. agency, or by any court of competent jurisdiction, such provision will  
10. immediately become null and void, leaving the remainder of the Agree-  
11. ment in full force and effect. The Company and the Association will  
12. attempt to negotiate substitute provisions that are in conformity with  
13. applicable law. If the parties fail to reach agreement they will seek the  
14. services of a private mediator to aid in resolution of their dispute.  
15.

16. B. NON-DISCRIMINATION

17.  
18. There will be no discrimination of employees covered by this Agree-  
19. ment because of race, color, religion, national origin, sex, age, disabil-  
20. ity, or veteran status, in accordance with applicable law. Any male or  
21. female pronoun used in this Agreement will be deemed and under-  
22. stood to designate any employee hereunder, whether male or female,  
23. unless the context clearly indicates otherwise.  
24.

25. C. UNIFORM

26.  
27. 1. Initial Allowance

28.  
29. A Crewmember will wear the prescribed uniform in accordance  
30. with Company policy. The Company will provide the Crew-  
31. member an initial one-time expense allowance of \$250 and a  
32. Company-approved leather flight jacket. The Company will  
33. provide, free of charge, insignia that are to be worn as part of the  
34. prescribed uniform. The insignia will remain the property of the  
35. Company. Replacement of individual uniform items will be the  
36. responsibility of the Crewmember.  
37.

38. 2. Appropriate uniform shoes and socks will be the responsibility of  
39. the Crewmember.  
40.

41. 3. Should a uniform change be required by the Company, the Com-  
42. pany will provide the Crewmember with the pro rata cost of the  
43. change, relative to the initial uniform allowance as provided in  
44. paragraph C.1., above, as appropriate.

1. 4. Yearly Allowance

2.  
3. Both the Company and the Association recognize the benefits and  
4. importance of the uniform appearance of the Crewmember group.  
5. In consideration of this, the Company will pay each Crewmember  
6. a uniform allowance of \$150 per year. The allowance will be  
7. paid during the month of April of each year to Crewmembers  
8. who have completed twelve (12) months of active status with the  
9. Company as of the payment date of the allowance.

10.  
11. 5. Appearance Standards

12.  
13. The Company will determine the basic uniform and appearance  
14. standards. These standards will be published in the Flight Opera-  
15. tions Manual.

16.  
17. D. NEW EQUIPMENT

18.  
19. 1. If the Company decides to place into service aircraft other than those  
20. for which rates of pay are included in the Agreement, it will notify  
21. the Association as soon as possible. Conferences will be initiated  
22. by either the Company or the Association upon written notice to the  
23. other party for the limited purpose of establishing rates of pay, rules,  
24. and working conditions applicable to the new equipment.

25.  
26. a. The parties will meet at a mutually agreed-upon time, but no  
27. later than sixty (60) days before the aircraft is to be placed  
28. into service.

29.  
30. b. If the parties fail to reach an agreement prior to placing the  
31. new equipment into service, the Company may place such new  
32. equipment into service. A Crewmember operating that new  
33. equipment will be compensated in accordance with his lon-  
34. gevity for the newly awarded position at the existing aircraft  
35. wage rate that is most comparable to the new position until the  
36. new equipment pay rate is determined. The new equipment  
37. rate will be retroactive to the date a Crewmember on the new  
38. equipment finished his LOE. Nothing herein will deny the  
39. Company the right to place new equipment into service.

40.  
41. c. Arbitration Process

42.  
43. (1) At the end of 120 days from the date negotiations com-  
44. mence, if an agreement has not been reached, either



1. party may notify the other that it wishes to invoke ar-  
2. bitration to resolve the dispute. The parties may agree  
3. upon an arbitrator or either party may request that the  
4. National Mediation Board name an arbitrator to hear  
5. and decide the dispute. The arbitrator will, in consulta-  
6. tion with the parties, set a date, time, and place to hear  
7. the dispute and will issue his decision as promptly as  
8. possible.

9.  
10. (2) At the hearing, the arbitrator will require each party to  
11. submit a complete, final, and best offer for all pay, rules,  
12. and working conditions that remain in dispute. Each  
13. party may present evidence and arguments in support of  
14. its proposal.

15.  
16. d. The provisions of paragraph 26.D. are not intended to hinder  
17. or delay the acquisition or use of new equipment.

18.  
19. E. AIRCRAFT ENVIRONMENT

20.  
21. 1. The Company will provide a method(s) for the safe storage of  
22. food and beverages, including cold storage for perishable items, if  
23. practicable.

24.  
25. 2. The Company will provide regular cleaning and servicing of  
26. lavatories and cockpits.

27.  
28. 3. The Company will discuss concerns relating to aircraft environ-  
29. ment with the MEC chairman, or his designee, upon request.

30.  
31. F. OUTSIDE EMPLOYMENT

32.  
33. This Agreement contemplates that Crewmembers will not engage in  
34. any flying or business activities which interfere or are in conflict with  
35. their service to the Company, provided, however, that this provision  
36. will not be construed to prohibit Crewmembers from affiliating with  
37. the Armed Forces of the United States. Crewmembers are not required  
38. to seek authorization for outside employment that does not involve  
39. commercial flying.

40.  
41. G. HOLD HARMLESS

42.  
43. 1. No Crewmember will be required to pay for the costs of aircraft,  
44. equipment or other property damaged when such damage arises

1. out of the performance of his duties with the Company as a
2. Crewmember unless such damages are a result of the intentional
3. misconduct of the Crewmember.
- 4.
5. 2. The Company will indemnify a Crewmember or his estate and
6. provide defense against any claims, whether by third parties
7. or by fellow employees, arising out of such Crewmember's
8. performance of his duties with the Company as a Crewmember,
9. unless such claims arise from the intentional misconduct of the
10. Crewmember.

11.

#### 12. H. PERSONNEL FILE

13.

14. 1. The Company will grant a Crewmember, upon reasonable notice,
15. access to his personnel file during business hours for the purpose
16. of reviewing, and, if requested, copying any of its contents.
- 17.
18. 2. If, as a result of any hearing or appeal, it is expressly determined
19. that a Crewmember is completely exonerated and wholly without
20. blame, the Crewmember's personnel records will be cleared of
21. all references to the discipline that was overturned, subject to ap-
22. plicable law.
- 23.
24. 3. Disciplinary records older than forty-eight (48) months may not
25. be relied upon by the Company in assessing discipline or received
26. into evidence at any hearing pursuant to Section 21 unless such
27. evidence is offered to impeach a witness or rebut an argument,
28. assertion, or claim made in connection with such hearing.

29.

#### 30. I. JUMPSEATS

31.

32. Use of the jumpseat will be in accordance with Company policy.

33.

#### 34. J. COST OF PRINTING AGREEMENT

35.

36. The Company and the Association will mutually agree upon the costs of

37. printing the Agreement and furnishing each Crewmember with a copy.

38. Those costs will be shared equally by the Company and the Association.

39.

#### 40. K. MONITORING DEVICES

41.

42. The Company will not regularly or randomly review information from

43. a cockpit voice recording, flight data recorder, or cockpit video record-

44. ing for the purpose of discovering pilot misconduct.

1. L. ASSOCIATION ACCESS

2.  
3. Upon timely written request to the Company, the Association will be  
4. granted one (1) hour during a new-hire ground school class during  
5. which a representative of the Association may address the new-hire  
6. class. This period may occur at the end of the day of training, or before  
7. or after a lunch break. The purpose of this meeting will solely be to  
8. introduce the new-hires to the Association, and there will be no com-  
9. ments or discussions disparaging of the Company, Company man-  
10. agement, or its employees. Company representatives may attend this  
11. meeting. This meeting will not be included as training for the purposes  
12. of Section 11.A.3.  
13.  
14.  
15.  
16.  
17.  
18.  
19.  
20.  
21.  
22.  
23.  
24.  
25.  
26.  
27.  
28.  
29.  
30.  
31.  
32.  
33.  
34.  
35.  
36.  
37.  
38.  
39.  
40.  
41.  
42.  
43.  
44.

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.
- 11.
- 12.
- 13.
- 14.
- 15.
- 16.
- 17.
- 18.
- 19.
- 20.
- 21.
- 22.
- 23.
- 24.
- 25.
- 26.
- 27.
- 28.
- 29.
- 30.
- 31.
- 32.
- 33.
- 34.
- 35.
- 36.
- 37.
- 38.
- 39.
- 40.
- 41.
- 42.
- 43.
- 44.

**INTENTIONALLY LEFT BLANK**

1.  
2.  
3.  
4.  
5.  
6.  
7.  
8.  
9.  
10.  
11.  
12.  
13.  
14.  
15.  
16.  
17.  
18.  
19.  
20.  
21.  
22.  
23.  
24.  
25.  
26.  
27.  
28.  
29.  
30.  
31.  
32.  
33.  
34.  
35.  
36.  
37.  
38.  
39.  
40.  
41.  
42.  
43.  
44.

**SECTION 27**

**INSURANCE BENEFITS**

- A. All insurance benefits (life, medical, dental, short-term, and long-term disability, etc.) that are presently or hereafter made available to other non-management, non-represented crafts or classes of Company employees will be made available on the same terms to Crewmembers covered by this Agreement.
- B. Should any improvements in the current policies be offered to these other non-management, non-represented employee groups, the improvements will be offered to the Crewmembers.
- C. Should it be necessary to negotiate benefit changes (e.g., increasing deductibles or co-pay amounts) with the insurance carrier(s) or should premium increases and other costs of providing insurance require greater contribution from Crewmembers, the Company will notify the Association and provide an opportunity to discuss such changes prior to the implementation of such change.
- D. The Company will provide substance abuse treatment coverage subject to the limitations below to facilitate a Crewmember’s FAA recertification in accordance with the FAR requirements and Section 15.F. for the duration of the Agreement.
  - 1. The Company will select the vendor(s) for Crewmember substance abuse treatment.
  - 2. The Company will not be required to provide coverage for more than one (1) admission to substance abuse treatment during a Crewmember’s employment.
  - 3. The Company will not be required to provide more than fifty percent (50%) of the costs of a substance abuse treatment program, up to \$15,000 per Crewmember.

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.
- 11.
- 12.
- 13.
- 14.
- 15.
- 16.
- 17.
- 18.
- 19.
- 20.
- 21.
- 22.
- 23.
- 24.
- 25.
- 26.
- 27.
- 28.
- 29.
- 30.
- 31.
- 32.
- 33.
- 34.
- 35.
- 36.
- 37.
- 38.
- 39.
- 40.
- 41.
- 42.
- 43.
- 44.

**INTENTIONALLY LEFT BLANK**

**SECTION 28**

**RETIREMENT**

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.
- 11.
- 12.
- 13.
- 14.
- 15.
- 16.
- 17.
- 18.
- 19.
- 20.
- 21.
- 22.
- 23.
- 24.
- 25.
- 26.
- 27.
- 28.
- 29.
- 30.
- 31.
- 32.
- 33.
- 34.
- 35.
- 36.
- 37.
- 38.
- 39.
- 40.
- 41.
- 42.
- 43.
- 44.

A. The 401(k) plan that is presently or hereafter made available to other non-management, non-represented crafts or classes of Company employees will be made available on the same terms to Crewmembers covered by this Agreement.

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.
- 11.
- 12.
- 13.
- 14.
- 15.
- 16.
- 17.
- 18.
- 19.
- 20.
- 21.
- 22.
- 23.
- 24.
- 25.
- 26.
- 27.
- 28.
- 29.
- 30.
- 31.
- 32.
- 33.
- 34.
- 35.
- 36.
- 37.
- 38.
- 39.
- 40.
- 41.
- 42.
- 43.
- 44.

**INTENTIONALLY LEFT BLANK**



1.  
2.  
3.  
4.  
5.  
6.  
7.  
8.  
9.  
10.  
11.  
12.  
13.  
14.  
15.  
16.  
17.  
18.  
19.  
20.  
21.  
22.  
23.  
24.  
25.  
26.  
27.  
28.  
29.  
30.  
31.  
32.  
33.  
34.  
35.  
36.  
37.  
38.  
39.  
40.  
41.  
42.  
43.  
44.

**SECTION 29**

**AGENCY SHOP, DUES CHECK-OFF,  
AND ALPA-PAC CHECK-OFF**

A. AGENCY SHOP

1. Each Crewmember covered by this Agreement will be required as a condition of continued employment, beginning sixty (60) days after the completion of his probationary period, to be or become a member of the Association or to pay to the Association each month a service charge for the administration of this Agreement and the representation of the Crewmember. The service charge will be in an amount equal to the Association's regular monthly dues, initiation fee, and periodic assessments (not including fines and penalties), including uniformly imposed assessments by the CCI MEC.
2. The provisions of this section will not apply to any Crewmember covered by the Agreement to whom membership in the Association is not available upon the same terms and conditions as are generally applicable to any other Crewmember, or to any Crewmember to whom membership in the Association was denied or terminated for any reason other than the failure of the Crewmember to pay an initiation (or reinstatement) fee, dues, and assessments uniformly required.
3. The condition of payment will be met if the amount due is tendered in person or is mailed to ALPA's vice president-finance within the prescribed time limits.
4. The Crewmember may have his service charge deducted from his earnings as set forth in paragraph B., below, or may pay the service charge directly to the Association as set forth above.
5. Notwithstanding any other provisions contained in this Agreement, if any Crewmember is transferred or promoted to, or otherwise employed in, a position in which the Crewmember is not covered by this Agreement (including all supervisory positions), the provisions of paragraph A.1., above, will be inoperative as to such Crewmember.
6. When any person holding seniority under this Agreement returns to a position covered by this Agreement from furlough, leave of

1. absence, military leave, or a position in which the Crewmember  
2. was not covered by this Agreement (including supervisory posi-  
3. tions), the appropriate provisions of this Agreement will, at time  
4. of return, apply in the same manner as if the Crewmember were  
5. an active employee in such position on the effective date of this  
6. Agreement. There will be no requirement to pay the service  
7. charge by any person for a period when the person was not cov-  
8. ered by this Agreement.  
9.

10. 7. When a Crewmember becomes delinquent by not meeting the  
11. requirements of paragraph A., above, the following procedure will  
12. apply:  
13.

14. a. The Association's vice president-finance will notify the  
15. Crewmember by certified mail, return receipt requested, copy  
16. to the Company's director of operations, or his designee, that  
17. the Crewmember is delinquent in the payment of dues as  
18. specified herein and accordingly is subject to removal from  
19. the System Seniority List. Such letter will also notify the  
20. Crewmember that the Crewmember must make the required  
21. payment within thirty (30) days of the date of receipt of the  
22. notice or be subject to removal from the System Senior-  
23. ity List under the terms of this Agreement. The notice of  
24. delinquency required under this paragraph will be deemed  
25. to be received by the Crewmember, whether or not it is per-  
26. sonally received by him, on the fifteenth (15<sup>th</sup>) day after its  
27. postmark date of mailing, when mailed by the Association,  
28. certified mail, return receipt requested, postage prepaid to the  
29. Crewmember's last known address or to any other address  
30. that has been designated by the Crewmember. In addition,  
31. concurrently with mailing the certified letter, the Association  
32. will mail a copy of the notice to the Crewmember via regular  
33. mail. It will be the duty of every Crewmember covered by  
34. this Agreement to notify the Association's Membership Ser-  
35. vices Department of every change in his home address or of  
36. an address where the notice required by this paragraph can be  
37. sent and received by the Crewmember if the Crewmember's  
38. home address is at any time unacceptable for this purpose.  
39.

40. b. If the Crewmember still remains delinquent upon the expira-  
41. tion of the forty-five (45) day period following the mailing of  
42. the notice in paragraph A.7.a., above, the Association's vice  
43. president-finance may certify in writing to the Company's  
44. director of operations, or his designee, that the Crewmember

1. has failed to make the required payment within the thirty
2. (30) day grace period and is therefore no longer permitted to
3. remain on the System Seniority List.
- 4.
5. c. Within fourteen (14) days after receipt by the Company of
6. the Association's certified notice in paragraph A.7.b., above,
7. that the Crewmember is to be removed from the System
8. Seniority List, the Company will remove the Crewmember
9. from the System Seniority List.
- 10.
11. 8. If the Crewmember removed or to be removed under this section
12. contends that he is not properly subject to removal under the
13. terms of this section, he may protest such action to the director
14. of operations, or his designee, in writing, provided such protest
15. is received within sixty (60) days after the date the Crewmember
16. is notified of such action. Copies of such protest will be sent to
17. the director of operations, or his designee, and the Association's
18. vice president–finance. If no protest is filed within the above time
19. limit, the action will be considered as proper and will be final and
20. binding upon all parties concerned. Within fifteen (15) days of
21. receipt of such protest, the director of operations, or his designee,
22. will render a decision.
- 23.
24. 9. If the decision is that the Crewmember has not complied with the
25. terms of this section, his Crewmember seniority will be termi-
26. nated within fifteen (15) calendar days of the date of the deci-
27. sion unless the Company and the Association agree otherwise in
28. writing. If the decision of the Company is not satisfactory to the
29. Crewmember or the Association, either may appeal the decision
30. as provided in paragraph A.10., below.
- 31.
32. 10. If the decision of the Company pursuant to paragraph A.9., above,
33. is not satisfactory to the Crewmember or the Association, either
34. may appeal within ten (10) days of receipt of the decision by fil-
35. ing a written notice of appeal. Such notice of appeal will be sent
36. to the Company and to the other party, by certified mail, return
37. receipt requested. The appeal will be heard and decided by a sole
38. neutral referee, who will be jointly selected by the Crewmember
39. and the Association within ten (10) days of receipt of the notice
40. of appeal. If the Crewmember and the Association are unable to
41. agree upon a neutral referee within such period, the Association
42. may request the National Mediation Board to appoint a neutral
43. referee to hear the appeal. The hearing before the neutral referee
44. will be held as soon as possible, and the neutral referee will be

1. requested to render a written decision within thirty (30) days after
2. the hearing. Subject to paragraph A.16., below, the decision of
3. the neutral referee will be final and binding on all parties to the
4. dispute. The fees and charges of the neutral referee will be borne
5. equally by the Crewmember and the Association.
- 6.
7. 11. Time limits specified in this section may be extended in individ-
8. ual cases only, and then only by written agreement between the
9. Company and the Association.
- 10.
11. 12. A Crewmember removed under the provisions of this section
12. will be deemed to have been “removed for just cause” within the
13. meaning of the terms of this Agreement.
- 14.
15. 13. All letters and notices provided for by this section will be sent by
16. certified mail, return receipt requested.
- 17.
18. 14. Nothing in this section will require the Company to remove the
19. Crewmember from the System Seniority List until the services of
20. a qualified replacement are available, except that the provisions of
21. this paragraph will not permit the Company to retain a Crew-
22. member in its employment in excess of one hundred twenty (120)
23. calendar days from the date of the final decision in the case.
- 24.
25. 15. When a Crewmember is discharged for just cause or resigns and
26. is rehired at a later date as a Crewmember under the terms of this
27. Agreement, the Crewmember will be considered a new Crew-
28. member for purposes of this Section 29.
- 29.
30. 16. During the period a protest is being handled under the provi-
31. sions of this section, and until the final decision is rendered by
32. the director of operations, his designee, or the neutral referee, the
33. Crewmember will not be discharged from the Company nor lose
34. any seniority rights because of non-compliance with the terms
35. and provisions of this section. Such decision will be final ten
36. (10) days after it has been rendered unless the Company earlier
37. receives written notice from ALPA that the Crewmember has to
38. ALPA’s satisfaction, cured his payment deficiency, in accordance
39. with the decision, in which case the Crewmember will not be
40. subject to loss of any seniority rights pursuant to this section.
- 41.
42. 17. The Association will indemnify and hold the Company harmless
43. against any suits, claims, liabilities, and reasonable and customary
44. attorneys’ fees that arise out of or by reason of any action taken

1. by the Company pursuant to a written demand by an authorized  
2. Association representative under the terms of this section. It is  
3. further understood that the Company will not be liable for any  
4. time or wage claims of a Crewmember discharged by the Com-  
5. pany pursuant to a written demand by an authorized Association  
6. representative under the terms of this section.  
7.

8. B. DUES CHECK-OFF  
9.

10. 1. During the life of this Agreement, the Company agrees to deduct  
11. from the pay of each Crewmember who is covered by this Agree-  
12. ment the monthly dues, fees, assessments, and/or service charge  
13. levied in accordance with the Constitution and By-Laws of the  
14. Association, provided such Crewmember voluntarily executes,  
15. and delivers to the Company as hereinafter prescribed, a standard  
16. “Assignment and Authorization for Check-Off of Association  
17. Dues/Service Charges,” hereinafter referred to as a “check-off  
18. form” (see Attachment “A,” below), and subject to the conditions  
19. stated therein or as may be stated elsewhere in this Agreement.  
20.
21. 2. All check-off forms will be submitted through the vice president–  
22. finance of the Association, who will forward the original signed  
23. copy to the manager in charge of the payroll department. A legible  
24. and properly completed and executed check-off form will become  
25. effective on the first day of the second month following receipt  
26. of such check-off forms, by the payroll department. Illegible, im-  
27. properly executed, or incomplete forms will be returned expedi-  
28. tiously to the vice president–finance of the Association.  
29.
30. 3. Any notice of revocation as set forth in the check-off form must  
31. be in writing, signed by the Crewmember, and delivered by certi-  
32. fied mail, return receipt requested, addressed to the manager in  
33. charge of the Company’s payroll department, with a copy to the  
34. vice president–finance of the Association. Check-off forms and  
35. notices received by the Company will be date stamped on the date  
36. received and will constitute notice to the Company on the date  
37. received and not when mailed.  
38.
39. 4. Deduction of membership dues will be made from each paycheck,  
40. provided there is a sufficient balance in the paycheck after all  
41. other deductions authorized by the Crewmember or required by  
42. law have been satisfied. If employment is terminated, the obliga-  
43. tion of the Company to collect dues will not extend beyond the  
44. Crewmember’s paycheck.

- 1.
  - 2.
  - 3.
  - 4.
  - 5.
  - 6.
  - 7.
  - 8.
  - 9.
  - 10.
  - 11.
  - 12.
  - 13.
  - 14.
  - 15.
  - 16.
  - 17.
  - 18.
  - 19.
  - 20.
  - 21.
  - 22.
  - 23.
  - 24.
  - 25.
  - 26.
  - 27.
  - 28.
  - 29.
  - 30.
  - 31.
  - 32.
  - 33.
  - 34.
  - 35.
  - 36.
  - 37.
  - 38.
  - 39.
  - 40.
  - 41.
  - 42.
  - 43.
  - 44.
5. The Company will remit to the vice president–finance of the Association one check within ten (10) days of each deduction covering all deductions and assignment of dues made in the preceding pay period.
  6. The Company will forward with the check a computerized listing, in suitable electronic format, of the Crewmembers for whom deductions were made, giving the first and last name, employee number, and amount deducted for each Crewmember.
  7. It is understood the occurrence of any one of the following conditions automatically revokes any check-off form executed hereunder, as of the date of such occurrence:
    - a. The Crewmember is terminated for any reason.
    - b. The Crewmember is transferred (other than a temporary assignment) to a job classification not covered by this Agreement.
  8. Collection of any back dues, fees, assessments, and/or service charges owed at the time of starting deductions for any Crewmember, collection of dues missed because the Crewmember’s earnings were not sufficient to cover the payment of dues for a particular period, and the collection of dues missed because of accidental errors in the accounting procedure, will be the responsibility of the Association and will not be the subject of payroll deductions, and the Company will not be responsible in any way because of such missed collections. It will be the Association’s responsibility to verify apparent errors with the individual Crewmember before contacting the manager in charge of the Company’s payroll department.

1. **ATTACHMENT A**

2.  
3. **ASSIGNMENT AND AUTHORIZATION**  
4. **FOR CHECK-OFF OF ASSOCIATION DUES/SERVICE CHARGES**

5.  
6. To: Capital Cargo International Airlines, Inc.

7.  
8. I, \_\_\_\_\_, hereby authorize and direct Capital  
9. Cargo International Airlines, Inc., to deduct from my pay such monthly  
10. dues and periodic assessments as are now or may hereafter be established  
11. in accordance with the Constitution and By-Laws of the Association, or service  
12. charges in an amount equal to such dues and assessments (as of June  
13. 1, 2007, 1.95% of earnings, less exclusions, if any, as specified by the Air  
14. Line Pilots Association, International). This assignment and authorization  
15. may not be revoked by me except by written notice to the Company and the  
16. Association after expiration of one year from the date hereof (or any anniversary  
17. date thereof). This assignment and authorization form supersedes  
18. any prior dues or service charge "check-off" form that I may have executed  
19. during my employment at Capital Cargo International Airlines, Inc.

20.  
21. Signature of Crewmember \_\_\_\_\_

22.  
23. Address of Crewmember \_\_\_\_\_

24.  
25. Zip Code \_\_\_\_\_

26.  
27. Employee Number \_\_\_\_\_

28.  
29. ALPA Number \_\_\_\_\_

30.  
31. Date \_\_\_\_\_

32.  
33. **Disclosure Statement Required by Federal Tax Law**

34.  
35. Dues, contributions, and gifts to the AIR LINE PILOTS ASSOCIATION,  
36. International, are not tax deductible as charitable contributions. However,  
37. they may be tax-deductible as ordinary and necessary business expenses.

38.  
39. Return this completed form to: Air Line Pilots Association, Int'l  
40. Membership Services Department  
41. P.O. Box 1169  
42. Herndon, VA 20172-1169

C. ALPA POLITICAL ACTION COMMITTEE (ALPA-PAC) CHECK-OFF

1. The Company will deduct from the pay of each Crewmember covered by this Agreement, and remit to the Treasurer of the Air Line Pilots Association Political Action Committee (ALPA-PAC) voluntary contributions to ALPA-PAC, provided such employee voluntarily executes the authorization provided for that purpose by ALPA-PAC, herein called “ALPA-PAC Check-Off Authorization Card” (see Attachment “B,” below). Each duly-executed ALPA-PAC Check-Off Authorization Card will be delivered to the Company’s Payroll Department.
2. The amount of such monthly check-off deductions and the transmittal of such voluntary contributions will be as specified in such forms. Deductions authorized by an ALPA-PAC Check-Off Authorization Card that will begin, change, or terminate will be effective on the first day of the month following receipt of such Check-Off Authorization Card, but no less than fifteen (15) days after receipt of such card. Such deductions for ALPA-PAC contributions will be deducted only if sufficient money remains after all other deductions and withholdings, including monies owed to the Company, standard deductions required by law, and union dues check-off, have been made.
3. The Company will invoice to the treasurer of the ALPA-PAC, and the ALPA-PAC will remit to the Company the actual reasonable administrative costs of complying with this provision.
4. The Association will indemnify and hold harmless the Company against any suits, claims, and reasonable and customary attorneys’ fees, whether by third parties or by Crewmembers, arising out of the Company’s ALPA-PAC administrative functions, unless such claims arise from the intentional misconduct of the Company.



1. **ATTACHMENT B**

2.  
3. **ALPA-PAC CHECK-OFF AUTHORIZATION CARD**  
4. **ALPA-PAC CONTRIBUTIONS**

5.  
6.  
7. TO: \_\_\_\_\_ Name \_\_\_\_\_  
8. (Please Print) Last First MI

9. I hereby authorize and  
10. direct the above named ALPA No. \_\_\_\_\_

11. company to deduct the  
12. indicated amount Employee No. \_\_\_\_\_

13. from my gross earnings  
14. per month and to remit Begin Deduction of \$ \_\_\_\_\_ Per Month  
15. that amount to the Air (Whole Dollars)

16. Line Pilots Association  
17. Political Action Change Deductions to \$ \_\_\_\_\_ Per Month  
18. Committee (Whole Dollars)

19. (ALPA-PAC).  
20. Terminate Deductions of \$ \_\_\_\_\_ Per Month

21.  
22. Signature \_\_\_\_\_

23.  
24. Date \_\_\_\_\_

25.  
26.  
27. • This authorization is voluntarily made based on my specific understanding that:  
28. - the signing of this authorization card and the making of these voluntary  
29. contributions are not conditions of membership in the union or of employ-  
30. ment by my employer;  
31. - any guideline amount suggested by ALPA-PAC or its representatives  
32. is only a suggestion, and I may contribute more or less and will not be  
33. favored or disadvantaged by the union for doing so;  
34. - I may refuse to contribute without reprisal;  
35. - ALPA-PAC, which is connected with the Air Line Pilots Association, In-  
36. ternational, may use the money it receives for political purposes including  
37. but not limited to making contributions to and expenditures for candidates  
38. for federal elected offices;  
39. - this authorization will remain in full force and effect until revoked in writ-  
40. ing by me;  
41. - contributions to ALPA-PAC are not tax-deductible; and  
42. - membership in ALPA-PAC clubs is based on total PAC contributions  
43. received by ALPA-PAC during a calendar year (Jan. 1 – Dec. 31).  
44. • I further certify that I am either a United States citizen or a foreign national law-  
fully admitted to the United States for permanent residence as defined by Section  
101(a)(20) of the Immigration and Nationality Act (8 U.S.C. 1101[a][20]).  
• Authorized by Air Line Pilots Association, International, on behalf of a fund-  
raising effort for Air Line Pilots Association Political Action Committee.

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.
- 11.
- 12.
- 13.
- 14.
- 15.
- 16.
- 17.
- 18.
- 19.
- 20.
- 21.
- 22.
- 23.
- 24.
- 25.
- 26.
- 27.
- 28.
- 29.
- 30.
- 31.
- 32.
- 33.
- 34.
- 35.
- 36.
- 37.
- 38.
- 39.
- 40.
- 41.
- 42.
- 43.
- 44.

**INTENTIONALLY LEFT BLANK**

1. SECTION 30

2.  
3. DURATION

4.  
5. This Agreement will become effective on August 1, 2010, and will continue in full force and effect through August 1, 2013, except as otherwise provided herein, and will renew itself without change until each succeeding August 1 hereafter, 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 sixty (60) but not more than 365 days prior to August 1, 2013, or in any year thereafter.

12.  
13. IN WITNESS WHEREOF, the parties hereto have signed this Agreement this 31<sup>st</sup> day of July 2010.

14.  
15. WITNESSETH:

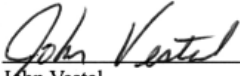
16. Capital Cargo Int'l Airlines, Inc. Air Line Pilots Association, Int'l

17.  
18. 

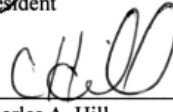
19. Dennis Manibusan  
20. President

21. 

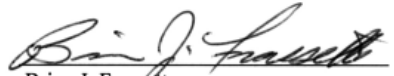
22. Captain John H. Prater  
23. President

24. 

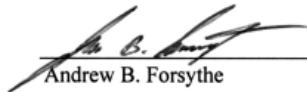
25. John Vestal  
26. V.P. Flight Operations

27. 

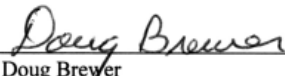
28. Charles A. Hill  
29. MEC Chairman

30. 

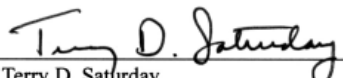
31. Brian J. Frassetto  
32. MEC Contract Negotiations  
33. Committee Chairman

34. 

35. Andrew B. Forsythe  
36. MEC Contract Negotiations

37. 

38. Doug Breyer  
39. MEC Contract Negotiations

40. 

41. Terry D. Saturday  
42. Sr. Attorney-Contract Administrator

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.
- 11.
- 12.
- 13.
- 14.
- 15.
- 16.
- 17.
- 18.
- 19.
- 20.
- 21.
- 22.
- 23.
- 24.
- 25.
- 26.
- 27.
- 28.
- 29.
- 30.
- 31.
- 32.
- 33.
- 34.
- 35.
- 36.
- 37.
- 38.
- 39.
- 40.
- 41.
- 42.
- 43.
- 44.

**INTENTIONALLY LEFT BLANK**

1. **SECTION 31**

2.  
3. **LETTERS OF AGREEMENT**

4.  
5.  
6. **LETTER OF AGREEMENT**

7. between

8. CAPITAL CARGO INTERNATIONAL AIRLINES, INC.

9. and

10. THE CREWMEMBERS

11. in the service of

12. CAPITAL CARGO INTERNATIONAL AIRLINES, INC.

13. as represented by the

14. AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

15.  
16.  
17. **NEW CONTRACT BONUS**

18.  
19. This Letter of Agreement is made and entered into in accordance with  
20. the provisions of Title II of the Railway Labor Act, as amended, by and  
21. between Capital Cargo International Airlines, Inc. (hereinafter referred  
22. to as the Company), and Crewmembers in the service of the Company as  
23. represented by the Air Line Pilots Association, International (hereinafter  
24. referred to as the Association).

25.  
26. WHEREAS the Company and the Association have reached agreement  
27. upon payment of a New Contract Bonus in the amount of seven hundred  
28. and sixty-two thousand dollars (\$762,000) to be distributed by the Com-  
29. pany pursuant to a methodology determined by the Capital Cargo Master  
30. Executive Council (hereinafter referred to as the MEC); and

31.  
32. WHEREAS the MEC has determined that an equitable distribution of the  
33. proceeds of the New Contract Bonus will be an equal distribution of same  
34. to all non-management Capital Cargo Crewmembers who have completed  
35. new-hire LOE for the Company, are represented by the Association, and  
36. will be subject to the new collective bargaining agreement on the effective  
37. date of the new collective bargaining agreement (hereinafter referred to as  
38. the New Agreement).

39.  
40. Therefore, the parties hereby agree:

41.  
42. 1. The distribution of the New Contract Bonus of \$762,000 will be ac-  
43. complished by dividing the proceeds equally among all Crewmembers  
44. who have completed new-hire LOE for the Company who are in non-

1. management positions on the System Seniority List as of the date of  
2. signing the New Agreement.  
3.
4. 2. The Association will provide to the Company a written matrix containing  
5. the names of Crewmembers pursuant to paragraph 1., above, who are to  
6. receive a New Contract Bonus and the gross amount each is to receive.  
7.
8. 3. In addition, the Association will identify each non-management Crew-  
9. member who was discharged prior to the date of signing the New Agree-  
10. ment, whose discharge is subject to pending grievance procedures, and  
11. the gross amount each is to receive if his discharge is overturned.  
12.
13. 4. The Company will issue checks to each Crewmember identified by the  
14. Association pursuant to paragraph 2., above, for the gross amount speci-  
15. fied by the Association, withholding only applicable taxes, deductions,  
16. and withholdings, as required by law, deferred income 401(k) deduc-  
17. tions, and Association dues, as applicable. The Company will provide  
18. the Association with an appropriate record of the funds distributed.  
19.
20. 5. The Company will withhold and retain the bonus allocation for the  
21. Crewmember(s) identified by the Association pursuant to paragraph 3.,  
22. above, pending the outcome of his grievance. If the Crewmember(s)'s  
23. discharge is overturned, the Company will promptly pay out that  
24. Crewmember(s)'s bonus allocation, subject to appropriate deduc-  
25. tions and withholdings as described in paragraph 4., above. If the  
26. Crewmember(s)'s grievance is not sustained, however, the Company  
27. will promptly distribute that Crewmember(s)'s bonus allocation  
28. equally among the Crewmembers identified by the Association pursu-  
29. ant to paragraph 2., above, by including each such Crewmember's  
30. share of the undistributed amount retained pursuant to this paragraph  
31. in the next regular paycheck, subject to the taxes, withholdings, and  
32. deductions described above.  
33.
34. 6. The Company will make the required distributions of the New Contract  
35. Bonus to Crewmembers identified pursuant to paragraph 2., above,  
36. within thirty (30) days of the date of signing the New Agreement.  
37.
38. 7. The Company will provide to the Association, at its request, any rel-  
39. evant information that is necessary for the Association to determine its  
40. allocation of these funds, subject to appropriate confidentiality agree-  
41. ments, if necessary.  
42.
43. 8. The Company will revise and publish the System Seniority List on the  
44. date of signing of the new agreement, identifying which Crewmembers


1. are in management positions and provide such list to the MEC, and such  
2. list will become incorporated into Section 32 of the New Agreement.  
3.  
4. 9. In no event will the Company's aggregate liability pursuant to this Let-  
5. ter of Agreement exceed the sum of \$762,000.  
6.  
7. 10. This Letter of Agreement will become effective and will remain in full  
8. force and effect concurrently with the parties' New Agreement.  
9.  
10. 11. If there are any disputes concerning interpretation or enforcement of  
11. this Agreement, they will be resolved pursuant to the dispute resolution  
12. procedures contained in Section 20 of the parties' New Agreement.  
13.

14. IN WITNESS WHEREOF, the parties hereto have signed this Agreement  
15. this 31<sup>st</sup> day of July 2010.  
16.

17. WITNESSETH:  
18.

19. Capital Cargo Int'l Airlines, Inc. Air Line Pilots Association, Int'l  
20.


21.   
22. \_\_\_\_\_  
23. Dennis Manibusan  
24. President

21.   
22. \_\_\_\_\_  
23. Captain John H. Prater  
24. President

25.   
26. \_\_\_\_\_  
27. John Vestal  
28. V.P. Flight Operations

25.   
26. \_\_\_\_\_  
27. Charles A. Hill  
28. MEC Chairman

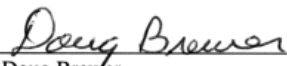
29.  
30.  
31.  
32.

30.   
31. \_\_\_\_\_  
32. Brian J. Frassetto  
33. MEC Contract Negotiations  
34. Committee Chairman

35.  
36.  
37.

35.   
36. \_\_\_\_\_  
37. Andrew B. Forsythe  
38. MEC Contract Negotiations

38.  
39.  
40.

38.   
39. \_\_\_\_\_  
40. Doug Breyer  
41. MEC Contract Negotiations

41.  
42.  
43.  
44.

41.   
42. \_\_\_\_\_  
43. Terry D. Saturday  
44. Sr. Attorney—Contract Administrator

1. LETTER OF AGREEMENT  
2. between  
3. CAPITAL CARGO INTERNATIONAL AIRLINES, INC.  
4. and  
5. THE CREWMEMBERS  
6. in the service of  
7. CAPITAL CARGO INTERNATIONAL AIRLINES, INC.  
8. as represented by the  
9. AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

10.  
11. **IMPLEMENTATION**  
12.

13. This Letter of Agreement is made and entered into pursuant to the Railway  
14. Labor Act, as amended, by and between Capital Cargo International Air-  
15. lines, Inc. (hereinafter referred to as the Company), and the Crewmembers  
16. in the service of the Company, as represented by the Air Line Pilots As-  
17. sociation, International (hereinafter referred to as the Association).  
18.

19. WHEREAS the parties desire to amend their collective bargaining agree-  
20. ment (hereinafter referred to as the Agreement) and implement specific  
21. provisions after the effective date of signing,  
22.

23. THEREFORE the provisions of the 2002 Amended and Restated Agree-  
24. ment that are specified below will remain in effect until the implementation  
25. of the new provisions. This Agreement (hereinafter referred to as the New  
26. Agreement) will be effective on the date of signing, except as otherwise  
27. specifically provided in the New Agreement or as specifically outlined  
28. below:  
29.

30. A. 2002 Agreement Section 10.A.

31. In the year 2010, each Crewmember will accrue one (1) "sick day" per  
32. full month up to a maximum of ten (10) sick days per year. A Crew-  
33. member will carry over his unused sick leave day(s) from 2010 for use  
34. in 2011, without limitation. The provision of Section 14.B. of the New  
35. Agreement will be implemented effective January 2, 2011.  
36.

37. B. The Company and Association will sign this Agreement on July 31,  
38. 2010, and implement the New Agreement effective July 31, 2010, so  
39. that all provisions of the New Agreement will be in effect beginning  
40. August 1, 2010.  
41.

42. C. Crewmembers on the System Seniority List on the date of signing of  
43. the New Agreement will be grandfathered with respect to the primary  
44. and alternate airports selected by them as of May 1, 2010, provided



1. that such airports each reported at least 200,000 enplanements in the  
2. most recent year for which such data is available. The only exception  
3. to the 200,000 enplanement requirement is TOL. If a grandfathered  
4. Crewmember selects a new primary or alternate airport, he will con-  
5. form to Sections 2.B. and 2.AM.  
6.  
7. D. With respect to provisions of the New Agreement that require com-  
8. puter programming changes, the parties will work together to facilitate  
9. the expeditious implementation of those provisions.  
10.  
11. E. This Letter of Agreement will become effective on the date of signing  
12. hereof, and will run concurrently with the New Agreement.  
13.

14. IN WITNESS WHEREOF, the parties hereto have signed this Agreement  
15. this 31<sup>st</sup> day of July 2010.  
16.

17. WITNESSETH:  
18.

19. Capital Cargo Int'l Airlines, Inc.

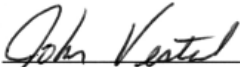
Air Line Pilots Association, Int'l

20. 

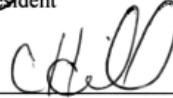
21. Dennis Manibusan  
22. President

20. 


21. Captain John H. Prater  
22. President

23. 

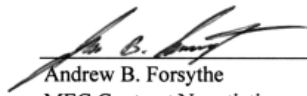
24. John Vestal  
25. V.P. Flight Operations

23. 

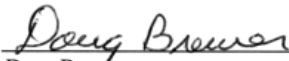
24. Charles A. Hill  
25. MEC Chairman

26. 

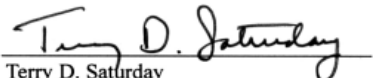
27. Brian J. Frassetto  
28. MEC Contract Negotiations  
29. Committee Chairman

30. 

31. Andrew B. Forsythe  
32. MEC Contract Negotiations

33. 

34. Doug Brewer  
35. MEC Contract Negotiations

36. 

37. Terry D. Saturday  
38. Sr. Attorney-Contract Administrator

1. LETTER OF AGREEMENT  
2. between  
3. CAPITAL CARGO INTERNATIONAL AIRLINES, INC.  
4. and  
5. THE CREWMEMBERS  
6. in the service of  
7. CAPITAL CARGO INTERNATIONAL AIRLINES, INC.  
8. as represented by the  
9. AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

10.  
11. **B757**  
12.

13. This Letter of Agreement is made and entered into in accordance with the  
14. provisions of the Railway Labor Act, as amended, by and between Capital  
15. Cargo International Airlines, Inc. (hereinafter referred to as the Company),  
16. and Crewmembers in the service of Capital Cargo International Airlines,  
17. Inc. represented by the Air Line Pilots Association, International (hereinaf-  
18. ter referred to as the Association).  
19.

20. WHEREAS the Company and the Association have reached agreement  
21. upon the establishment of rates of pay, rules, and working conditions ap-  
22. plicable to Crewmembers operating the B757 aircraft, and upon related  
23. provisions applicable to all Crewmembers;  
24.

25. THEREFORE, IT IS HEREBY AGREED THAT:  
26.

27. A. OPERATION OF THE B757  
28.

29. 1. All provisions of the Agreement will apply to Crewmembers  
30. operating the B757 aircraft except as expressly provided in para-  
31. graphs A.2. through A.7. below.  
32.
33. 2. Jumpseats  
34.
35. a. The Company agrees to grant Crewmembers serving as  
36. Association representatives access to the B757 jumpseat  
37. for the purpose of observing the B757 operation, subject to  
38. operational requirements and applicable Company policy.  
39. Requests for access to the jumpseat will be submitted to  
40. the Company with reasonable advance notice. The Associa-  
41. tion will provide the Company with an up-to-date list of the  
42. names of Association representatives who are entitled to use  
43. the jumpseat for this purpose.  
44.

- 1.
- 2.
- 3.
- 4.
5.           b. The Company agrees that, for B757 international operations
6.                   out of Miami, the jumpseat will not be used for the purpose
7.                   of dropping flight time.
- 8.
9.           3. Training Costs
- 10.
11.           a. No B757 Crewmember will be required to pay for B757
12.                   training or to sign a contract for reimbursement of B757
13.                   training costs. This provision does not apply to new-hires.
- 14.
15.           b. This provision is without prejudice to any future position
16.                   taken by either the Company or the Association with respect
17.                   to pay for or reimbursement of training costs on any equip-
18.                   ment other than the B757.
- 19.
20.           4. Type Ratings
21.                   Both captains and first officers holding positions on the B757 will
22.                   be type-rated on such equipment.
- 23.
24.           5. Augmented Crews
25.                   The Company agrees that it will not conduct any operation on the
26.                   B757 that requires augmentation beyond the normal crew comple-
27.                   ment without the Association's prior written agreement.
- 28.
29.           6. Assignment of Duties
30.                   a. The Company and the Association will meet and confer, and
31.                   the Company will consider the Association's input, regard-
32.                   ing the assignment of duties for B757 Crewmembers (e.g.,
33.                   monitoring of fueling and loading).
34.                   b. B757 Crewmembers will not be assigned duties (e.g.,
35.                   monitoring of fueling and loading) that prevent the pres-
36.                   ence of both Crewmembers in the cockpit during periods of
37.                   time when both Crewmembers are required to be present for
38.                   preparation of the aircraft for flight.
- 39.
40.                   c. The Company will make reasonable efforts to facilitate the
41.                   participation of Association representative(s) in discussions
42.                   with the FAA relating to monitoring of fueling and loading
43.                   on the B757.
- 44.

1. d. Nothing herein will prevent or diminish the effective and
2. efficient operation of the B757 aircraft in accordance with
3. the FOM and the AOM, if the parties fail to reach consensus
4. after meeting pursuant to Paragraph A.6.a.

5.  
6. 7. Manuals

7. a. The Company agrees to provide the Association a copy of
8. the FOM, AOM and FOTM for the B757.
- 9.
- 10.
11. b. The Company agrees to timely provide the Association revi-
12. sions to such manuals.

13.  
14. B. GENERAL PROVISIONS

15.  
16. 1. Employee Handbook

- 17.
18. a. The Company agrees to provide the Association a copy of
19. the Employee Handbook.
- 20.
21. b. The Company agrees to timely provide the Association revi-
22. sions to the Employee Handbook.

23.  
24. 2. Safety Issues

25.  
26. The Company agrees to meet with the Association and consider  
27. its input on matters related to safety at mutually agreeable times  
28. and with reasonable frequency.

29.  
30. 3. Block Hour Override

- 31.
32. a. Effective the first day of the month in which the B757 is
33. placed into revenue service with the Company, Crewmem-
34. bers will receive an override for each block hour flown as a
35. Crewmember in addition to all other compensation to which
36. they are entitled under the Agreement.
- 37.
38. b. The block hour override will be \$5.00 per block hour flown
39. for captains and \$3.00 per block hour flown for all other
40. Crewmembers.
- 41.
42. c. Crewmembers holding pure R lines will receive the block
43. hour override for the greater of (i) 25 hours or (ii) actual
44. block hours flown in a bid period.

1. d. The number of hours for which Crewmembers receive block  
2. hour override and the dollar amount of block hour override  
3. paid will be separately reported on Crewmembers' pay-  
4. checks, provided that it is possible for the Company's payroll  
5. vendor to do so.  
6.


7. C. EFFECTIVE DATE AND DURATION  
8.

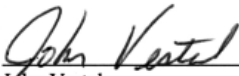
9. This Letter of Agreement will become effective on the 1<sup>st</sup> day of  
10. August 2010, and will remain in full force and effect concurrently with  
11. the parties' collective bargaining agreement.  
12.

13. IN WITNESS WHEREOF, the parties hereto have signed this Agreement  
14. this 31<sup>st</sup> day of July 2010.  
15.


16. WITNESSETH:  
17.

18. Capital Cargo Int'l Airlines, Inc. Air Line Pilots Association, Int'l  
19.

20.   
21. \_\_\_\_\_  
22. Dennis Manibusan  
23. President

24.   
25. \_\_\_\_\_  
26. John Vestal  
27. V.P. Flight Operations

28.   
29. \_\_\_\_\_  
30. Charles A. Hill  
31. MEC Chairman  
32.

33.   
34. \_\_\_\_\_  
35. Brian J. Frassetto  
36. MEC Contract Negotiations  
37. Committee Chairman

38.   
39. \_\_\_\_\_  
40. Doug Breyer  
41. MEC Contract Negotiations  
42.

43.   
44. \_\_\_\_\_  
Terry D. Saturday  
Sr. Attorney-Contract Administrator

1. LETTER OF AGREEMENT  
2. between  
3. CAPITAL CARGO INTERNATIONAL AIRLINES, INC.  
4. and  
5. THE CREWMEMBERS  
6. in the service of  
7. CAPITAL CARGO INTERNATIONAL AIRLINES, INC.  
8. as represented by the  
9. AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

10.  
11. **PANEL OF SYSTEM BOARD OF ADJUSTMENT NEUTRALS**  
12.

13. This Letter of Agreement is made and entered into pursuant to the Rail-  
14. way Labor Act, as amended, by and between Capital Cargo International  
15. Airlines, Inc. (hereinafter referred to as the Company) and the Crewmem-  
16. bers in the service of the Company, as represented by the Air Line Pilots  
17. Association, International (hereinafter referred to as the Association).  
18.

19. WHEREAS the parties desire to amend their collective bargaining agree-  
20. ment (hereinafter referred to as the "Agreement") to establish a panel  
21. of neutrals for the selection of a Neutral Chairman for disputes properly  
22. submitted to their System Board of Adjustment.  
23.

24. NOW, THEREFORE, the Company and the Association agree as follows:  
25.

26. The panel of neutrals will consist of:  
27.

28. Richard Bloch  
29. Charlotte Gold  
30. Frederic Horowitz  
31. Ira Jaffe  
32. Richard Kasher  
33. John LaRocco  
34. George Nicolau  
35. Gerald Wallin  
36. Carol Wittenberg  
37.

38. This Letter of Agreement will become effective on the date of signing  
39. hereof, and will run concurrently with the Agreement.  
40.  
41.  
42.  
43.  
44.

1. IN WITNESS WHEREOF, the parties hereto have signed this Agreement  
2. this 31<sup>st</sup> day of July 2010.

3.  
4. WITNESSETH:

5.  
6. Capital Cargo Int'l Airlines, Inc.

Air Line Pilots Association, Int'l

7.  
8. 

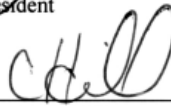
9. Dennis Manibusan  
10. President



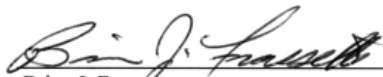
Captain John H. Prater  
President

11.  
12. 

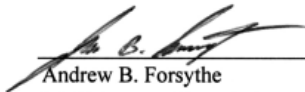
13. John Vestal  
14. V.P. Flight Operations



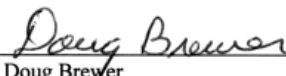
Charles A. Hill  
MEC Chairman



Brian J. Frassetto  
MEC Contract Negotiations  
Committee Chairman



Andrew B. Forsythe  
MEC Contract Negotiations



Doug Brewer  
MEC Contract Negotiations



Terry D. Saturday  
Sr. Attorney-Contract Administrator

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.
- 11.
- 12.
- 13.
- 14.
- 15.
- 16.
- 17.
- 18.
- 19.
- 20.
- 21.
- 22.
- 23.
- 24.
- 25.
- 26.
- 27.
- 28.
- 29.
- 30.
- 31.
- 32.
- 33.
- 34.
- 35.
- 36.
- 37.
- 38.
- 39.
- 40.
- 41.
- 42.
- 43.
- 44.

**INTENTIONALLY LEFT BLANK**



SECTION 32

APPENDICES

SYSTEM SENIORITY LIST

Seniority No.	Full Name	Date of Seniority
1	Brewer, Douglas	11/20/1995
2	Gilliam, Julius	9/24/1996
3	Clarke, Michael	2/7/1997
4	Malone, Patrick	5/19/1997
5	Charles, Frank	6/3/1997
6	Kurek, James	9/22/1997
7	Fritts, Ronald	3/25/1998
8	Danekas, Randall	3/25/1998
9	Whitfield, Perry	7/6/1998
10	Bergstrom, Dale	7/6/1998
11	Saenz, Peter	8/31/1998
12	Kramer, Kenyon	2/1/1999
13	Dusseau, Brian	2/1/1999
14	Huffman, David	2/1/1999
15	Chung, JoeJoh	5/3/1999
16	Bodeman, Jeffrey	9/14/1999
17	Izzard, William	9/14/1999
18	Frassetto, Brian	10/11/1999
19	Chastanet, Denis	10/11/1999
20	Hamon, James	11/30/1999
21	Sims, Wayne	11/30/1999
22	Valliere, Michael	11/30/1999
23	Zeravica, Vladimir	11/30/1999
24	Rector, Timothy	11/30/1999
25	Nugent, Patrick	1/17/2000
26	Naccarato, Patrick	1/17/2000
27	Vagias, Anthony	1/17/2000
28	Selvag, Trond	2/21/2000
29	Bailes, Duke	3/20/2000
30	Lee, Chuck	3/20/2000

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.
- 11.
- 12.
- 13.
- 14.
- 15.
- 16.
- 17.
- 18.
- 19.
- 20.
- 21.
- 22.
- 23.
- 24.
- 25.
- 26.
- 27.
- 28.
- 29.
- 30.
- 31.
- 32.
- 33.
- 34.
- 35.
- 36.
- 37.
- 38.
- 39.
- 40.
- 41.
- 42.
- 43.
- 44.

<b>Seniority No.</b>	<b>Full Name</b>	<b>Date of Seniority</b>
31	Knox, David	4/25/2000
32	Petersen, Philip	6/20/2000
33	Hassel, Todd	6/20/2000
34	Barrieau, Richard	10/16/2000
35	Savage, George	10/16/2000
36	Stone, Ted	10/16/2000
37	Johnson, CJ	11/26/2001
38	Bitzker, Pete	12/6/2001
39	Kelley, David	12/7/2001
40	Troxell, Greg	1/6/2003
41	Bond, James	1/6/2003
42	Pena, Steve	1/8/2003
43	Thompson, David	6/23/2003
44	Forsythe, Andrew	6/23/2003
45	Perry, Matthew	3/2/2004
46	Mayer, Doug	3/2/2004
47	Hopkins, Steve	3/2/2004
48	Aiken , Bruce	7/19/2004
49	Orlowski, Mike	7/19/2004
50	Stewart, Jason	7/19/2004
51	Miller, John	10/4/2004
52	Lamanna, Joe	10/4/2004
53	Roe, Stephen	10/4/2004
54	Goldberg, Steven	11/1/2004
55	Monti, Joe	11/2/2004
56	Hammersley, Tom	1/17/2005
57	Volpe, Rob	1/17/2005
58	Mathis, Steven	1/17/2005
59	Anderson, Gary	2/11/2005
60	Simeon, Bill	4/11/2005
61	Schweim, Bob	4/11/2005
62	Waldeck, Curtis	4/11/2005
63	Hill, Chuck	4/11/2005
64	Feldman, William	7/18/2005
65	Concilio, Joseph	7/18/2005

	<b>Seniority No.</b>	<b>Full Name</b>	<b>Date of Seniority</b>
1.			
2.	66	Angerame, William	7/26/2005
3.	67	Wise, Brett	1/23/2006
4.	68	Hristov, Valentin	3/20/2006
5.	69	Card , Paul	3/20/2006
6.	70	Nastasi, John	3/20/2006
7.	71	Duncan, Michael	3/20/2006
8.	72	Tackett, Martin	3/20/2006
9.	73	Cisneros, Johnny	9/18/2006
10.	74	Brevard, Jimmy	9/18/2006
11.	75	Sullivan, Russell	9/18/2006
12.	76	Mullins, Scott	9/18/2006
13.	77	Jackson, Leslie	9/18/2006
14.	78	Foley, Charles	4/9/2007
15.	79	Weber, David	4/9/2007
16.	80	Mickey, William	4/9/2007
17.	81	Madden, Daniel	4/9/2007
18.	82	Rehr, Dennis	6/11/2007
19.	83	Hove, Michael	6/11/2007
20.	84	Matthews, Thomas	6/11/2007
21.	85	Swigert, Timothy	6/11/2007
22.	86	Slaton, David	6/11/2007
23.	87	Da Valle, Louis	6/11/2007
24.	88	Henschel, Melford	10/8/2007
25.	89	Keefe, Joseph	10/8/2007
26.	90	Holtsberg, Martin	10/8/2007
27.	91	Kish, Kevin	10/8/2007
28.	92	Donahue, Liam	10/8/2007
29.	93	Curry, Robert	10/8/2007
30.	94	Leeder, Paul	10/8/2007
31.	95	Wolters, William	10/8/2007
32.	96	Umphrey, Nathan	10/8/2007
33.	97	Gomez, Juan	10/8/2007
34.	98	Gibb, Ian	10/8/2007
35.	99	Halsmer, Elisabeth	10/8/2007
36.	100	Morgan, Stephen	4/21/2008

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.
- 11.
- 12.
- 13.
- 14.
- 15.
- 16.
- 17.
- 18.
- 19.
- 20.
- 21.
- 22.
- 23.
- 24.
- 25.
- 26.
- 27.
- 28.
- 29.
- 30.
- 31.
- 32.
- 33.
- 34.
- 35.
- 36.
- 37.
- 38.
- 39.
- 40.
- 41.
- 42.
- 43.
- 44.

<b>Seniority No.</b>	<b>Full Name</b>	<b>Date of Seniority</b>
101	Hudson, Robert	4/21/2008
102	Hamdooni, Mike	5/5/2008
103	Wilson, Edward	5/5/2008
104	Hammond, Stephen	5/5/2008
105	Batten, Joseph	8/1/2008
106	Wheeler, Jay	1/5/2009
107	Frodsham, Shawn	1/5/2009
108	McCutchan, Arthur	1/5/2009
109	Raymond, Ralph	6/25/2009
110	Dillon, Monte	6/25/2009
111	Smith, Mark	6/25/2009
112	Quast, Mark	6/25/2009
113	Myers, Douglas	6/25/2009
114	Quillin, Sean	6/25/2009
115	Satterfield, Curtis	8/25/2009
116	Watts, Barry	11/18/2009
117	Sullivan, John	11/18/2009
118	Webber, Kevin	11/18/2009
119	Ennis, Rodney	11/18/2009
120	Staples, Steven	11/18/2009
121	Monnier, Tod	4/5/2010