

JOINT COLLECTIVE BARGAINING AGREEMENT



By and Between
PINNACLE AIRLINES, INC.
MESABA AVIATION, INC.
and
COLGAN AIR, INC.,
and the
PILOTS IN THEIR SERVICE
as represented by the
AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

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Section 1

Recognition and Scope

A. Recognition

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

B. Scope

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

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

C. Management Rights

Except as expressly restricted by this Agreement, the Company retains all authority and rights to manage its operations and direct its Pilot workforce. Such rights include but are not limited to: the right to hire; to establish from time to time, amend, suspend or revoke rules, regulations and procedures, provided that such actions are not inconsistent with

this Agreement; to determine qualifications for initial employment, continued employment and upgrading or other promotions; to establish rules of conduct; to determine the means of providing service to its passengers, including the size, type and number of aircraft to be utilized in providing service; to determine the size and composition of the Pilot workforce; to Furlough and recall; to establish new routes, services, schedules and areas of service; to determine what equipment will be utilized and allocated to particular routes; to discontinue all or any part of its operations; to transfer equipment from one base of operation to another base of operation; to determine where to perform all or any part of its operations; to determine whether to purchase additional aircraft or to lease, sell or otherwise dispose of all or any part of its equipment; and, to determine whether to merge, consolidate, sell or otherwise dispose of all or part of its business.

D. Successorship

1. This Agreement will be binding upon any successor or merged company or companies or any successor in control of the Company, or of any Airline, regardless of the nature of the transfer of control (including purchase, sale, merger, consolidation, acquisition, leasing of the operation, and reorganization for the benefit of creditors) unless or until changed in accordance with the provisions of the Railway Labor Act, as amended. As soon as the Company or an Airline becomes aware of a transaction described in the foregoing sentence and it is legally permissible to disclose such information, it shall provide the Association with written notice of the transaction.
2. Neither the Company nor an Airline shall enter into or be a party to any transaction described in paragraph D.1., above, (a "successorship transaction") unless the successor agrees in writing, as an irrevocable condition of the successorship transaction, to assume and be bound by the Agreement, to recognize the Association as the representative of the Pilots and to employ, in accordance with the provisions of the Agreement, those Pilots on the Pilots' System Seniority List who are employed by the relevant Airline or Airlines at the time of the closing of the successorship transaction.
3. If the Company or any Airline enters into or becomes a party to a transaction by which one or more other air carriers (or a company that controls one or more other air carriers or that is under common control with one or more other air carriers) acquire or will acquire control of the Company or any Airline and it is decided to operationally merge the Company or any Airline and the other air carrier(s):
 - a. The Pilots on the Pilots' System Seniority List employed by the Airline(s) which were acquired at the time of the closing of the successorship transaction will be integrated into the pilot seniority list(s) of the other air carrier(s) as provided in paragraph E.2.; and
 - b. The respective collective bargaining agreements of the Company and the other air carrier(s) (if any) shall be merged as provided in paragraph E.3. and E.4.
4. If the Company or any Airline and the other air carrier or carriers are not merged, then the Company will afford the opportunity for Pilots who are transferred with

such operations and who are Furloughed by the acquiring carrier, notwithstanding whether the Furlough is contemporaneous with the acquisition or subsequent to it, to return to the Company as Vacancies occur requiring the Company to hire Pilots, in accordance with the following terms:

- a. The opportunity for transferred Pilots to return will cease at the end of three (3) years from the date the Pilot transfers to the acquiring carrier.
- b. During the three (3) year period specified above, as Pilot Vacancies arise at the Company which would otherwise require the Company to hire new Pilots, transferred Pilots who were Furloughed will be offered, in order of their seniority, the opportunity to return to the Company before any new Pilots are hired. The offer to return to the Company and acceptance of an offer to return will be conducted in the same manner and with the same conditions as described in Section 23.
- c. Upon return to the Company, the Pilot will exercise his Company seniority to bid and be awarded any Vacancy to which his seniority would entitle him. A Pilot returning to the Company shall be deemed to have retained all of his accrued Longevity and to have accrued seniority continuously at the Company from the date of transfer until the date of return.

E. Labor Protection

1. If the Company or an Airline acquires control of another air carrier, the other carrier's operations shall be merged into one or more of the Airlines. If the Association applies to the National Mediation Board for a determination that such merged operations together are a single transportation system, the Company will not oppose such application and the following shall apply:
2. The pilot seniority list(s) of the other carrier(s) and the Pilots' System Seniority List shall be merged. The integration of the lists shall be governed by Association merger policy if all pre-transaction pilot groups are represented by the Association. If another pre-transaction pilot group is not represented by the Association, then Sections 3 and 13 of the Labor Protective Provisions specified by the Civil Aeronautics Board in the Allegheny-Mohawk merger (hereinafter "LPPs") shall apply. The Company shall accept the integrated seniority list including any conditions or restrictions (such list together with applicable conditions and restrictions are jointly defined herein as the "Integrated List"), established through Association merger policy or LPP proceedings, as applicable. The Integrated List shall not result in a "system flush."
3. If permitted by law, this Agreement shall apply to the pilots of any acquired carrier. The negotiations that take place shall be limited to those necessary to transition the acquired or merged carriers' pilots to this Agreement. If negotiation of the transition issues is not concluded within ninety (90) days from the closing date of the transaction, the parties will submit their outstanding issues to neutral arbitration for final and binding decision, and such decision shall be rendered within thirty (30) days of the close of the hearing unless the parties agree otherwise in writing. The Agreement shall be applied no later than six (6) months from the closing date of the transaction.

4. If the application of this Agreement to the pilots of any acquired carrier is not permitted by law, then the Agreement and the pilot collective bargaining agreement(s), if any, of the other air carrier(s) shall be merged as a result of negotiations between the Association, the Company, and, if applicable, the representative(s) of the pilots of the other air carrier(s). If a merged agreement has not been executed within twelve (12) months from the closing date of the transaction, the parties shall jointly submit outstanding issues to binding interest arbitration.
5. The aircraft (including orders and options to purchase aircraft) and the operations of each pre-transaction carrier shall remain separated until such time as both the seniority lists are integrated and the collective bargaining agreements (if any) are combined in accordance with this paragraph E. or the pilots of the other carrier are placed under the Agreement.
6. No Pilot on the Pilots' System Seniority List shall be Furloughed or reduced in status prior to the latter of the implementation of an integrated system seniority list or joint collective bargaining agreement applicable to the merged carrier unless the event that causes the reduction or Furlough occurs after the announcement of the transaction and is due to a circumstance beyond the Company's control. A "circumstance beyond the Company's control" shall mean: an act of nature; epidemic; grounding of a substantial number of the Company's aircraft; involuntary reduction in flying operations due to either a decrease in available fuel supply or other critical materials for the Company's operations or a substantial reduction of flying for a code-share partner not known to the Company at the time the merger was announced; revocation of the Company's operating certifications(s); or war, civil disruption or act of terrorism having a material adverse impact on commercial aviation.

F. Partial Asset Transfer

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

G. Foreign Domiciles

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

H. Resolution of Disputes

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

Section 2 Definitions

- A. **“ACTUAL BLOCK-TO-BLOCK” or “BLOCK” or “BLOCK TIME”** means the period of time beginning when the main cabin door is closed and the parking brake is released for the purpose of flight (unless the Pilot is performing a ground movement pursuant to Section 26.N. in which case the purpose of flight is not necessary), and ending when both the parking brake is set and the main cabin door is opened at the next intermediate stop or final destination.
- B. **“ADVANCED QUALIFICATION PROGRAM” or “AQP”** means an FAA-approved program for Pilot training which replaces programmed hours with proficiency-based training and evaluation derived from a detailed job task analysis which includes Crew Resource Management. AQP incorporates data driven quality control processes for validating and maintaining the effectiveness of curriculum content.
- C. **“AIRCREW PROGRAM DESIGNEE” or “APD”** means a part-time or full-time instructor trained and qualified to conduct non-certification and PIC certification flight checks.
- D. **“ASSESSMENT RIDE”** means a simulator, CPT/FTD or aircraft session during which the Company evaluates the progress of a Pilot using an evaluator who is qualified as a Check Airman or APD, and who has not instructed or checked the Pilot during his current short or long-term training that includes the Assessment Ride. An Assessment Ride will not be conducted in conjunction with a Flight Training Session. An Assessment Ride can be conducted in a CPT/FTD only if the training event or procedure that gave rise to the Assessment Ride was itself conducted in a CPT/FTD.
- E. **“BASE MONTH”** means the month during which a Pilot is due to receive required training or checking.
- F. **“BUILD-UP LINE”** means a Line constructed by the Company for a Pilot who is excluded from bidding, or who is ineligible to bid, as of the bid closing date.
- G. **“BUSINESS DAY”** means a day in a work week of Monday through Friday, excluding any Company authorized holidays.
- H. **“CALENDAR DAY” or “DAY”** means a twenty-four (24) hour period starting at 0001 local time and ending at 2400 local time.
- I. **“CAPTAIN”** means a Pilot who is in command of an aircraft and its crew members while on duty, who is responsible for the operation of the flight controls of an aircraft, and who is properly qualified and designated by the Company to serve as and holds a current airman’s certificate authorizing him to serve as such.
- J. **“CATEGORY”** means a Pilot’s status in a specific type of aircraft, e.g. SF-340 Captain.

- K. **“CHECK AIRMAN”** means a Pilot authorized by the Company and designated by the Federal Aviation Administration to conduct training, Checkrides and route/line checks.
- L. **“CHECKRIDE”** means Proficiency Check (PC), Proficiency Training (PT), Type Ride, Initial Qualification Maneuvers Validation (IQMV), Continuing Qualification Maneuvers Validation (CQMV), Line Operational Evaluation (LOE), Recurrent Proficiency Line Oriented Flight Training, or other simulator or aircraft evaluations of a similar nature which may jeopardize a Pilot’s employment with the Company.
- M. **“COMPENSATORY DAY OFF”** means a Day Off granted to a Pilot in accordance with this Agreement. A Compensatory Day Off will not count towards a Pilot’s minimum Days Off. However, a Compensatory Day Off can restore a Day Off when awarded in the same Month in which the Pilot accrues the Compensatory Day Off due to a Junior Assignment, and the Pilot will remain subject to Junior Assignment during that Month, in accordance with the provisions of Section 25.I.
- N. **“COMPLETION OF TRAINING”** means the day a Pilot has satisfied all the requirements necessary to qualify for the Position he has been awarded in accordance with Section 24 and who is eligible to operate the aircraft in revenue service in his awarded Position without regard to whether a Line Check Airman is present. (Refer to Section 3.D. for pay purposes.)
- O. **“CONTROL”** means having, at the relevant time, whether exercised directly or indirectly through intermediate entities:
1. ownership of an entity’s securities constituting, exchangeable into, exercisable for or convertible into a majority of the entity’s then-exercisable voting stock; or
 2. possession of the power or right to appoint, elect, remove or prevent the appointment or election of a majority of an entity’s Board of Directors or other governing body having substantially the powers and duties of a Board of Directors.
- P. **“CONTINUOUS DUTY OVERNIGHT(S),” “CDO” or “CDOs”** means a Duty Period, scheduled to be completed later than 4:00 a.m. (local at the originating station) on the day subsequent to the day the Duty Period begins, during which there will be a break, but the Pilot is not released into rest. A CDO assignment will contain a scheduled break of no less than five (5) hours.
- Q. **“CONTINUING QUALIFICATION” or “CQ”** means a curriculum under an Advanced Qualification Program (AQP) in which Pilots who are fully qualified in a Category maintain their proficiency. Continuing Qualification is the AQP equivalent of Recurrent Training.
- R. **“DAY OFF”** means a Calendar Day during which a Pilot is in Domicile and free from all duty, including reserve duty, except that the Company may schedule Days Off for Pilots in Long Term Training at the training location. When a flight is scheduled to terminate prior to 2400, is delayed due to weather or mechanical

difficulties beyond 2400, and actually terminates prior to 0200 on a scheduled Day Off, such Day Off shall not be considered to have been disturbed.

- S. **“DIFFERENCES TRAINING”** means the training necessary to qualify a Pilot on a derivative of an aircraft type he is currently qualified to fly. A Pilot who attends Differences Training shall have his training dates awarded in accordance with Section 24, and shall be subject to the training progression provisions applicable to a Pilot in Long Term Training.
- T. **“DISPLACED”** means a Pilot has lost his Position as a result of a reduction in the number of Positions at a Domicile or is bumped from his Position by another Pilot exercising rights under this Agreement.
- U. **“DOMICILE”** means the airport where a Pilot is based and from which a Pilot's Trips will originate and terminate. A Pilot shall be assigned to one Domicile.
- V. **“DOWNGRADE”** means the Displacement from Captain to First Officer, or the voluntary movement from Captain to First Officer.
- W. **“DUTY PERIOD”** means all time a Pilot is on duty, commencing when the Pilot is required to report for duty and terminating when the Pilot is released from duty for the purpose of obtaining legal rest in accordance with the provisions of this Agreement. Duty includes, but is not limited to, deadheading, flight training, Ready Reserve, and simulator training. Duty for deadheading purposes will be the same as for scheduled flight duty.
- X. **“FERRY FLIGHT”** means the positioning of an aircraft for maintenance or other non-revenue purposes.
- Y. **“FINAL LINE AWARD”** means a Pilot's awarded schedule, including all integrated Planned Activities and duty assignments with the exception of PVDs.
- Z. **“FIRST OFFICER”** means a Pilot who is second-in-command of an aircraft, who shall assist or relieve the Captain in the operation of an aircraft, and who is properly qualified and designated by the Company to serve as and holds a current airman's certificate authorizing him to serve as such.
- AA. **“FLIGHT TRAINING SESSION”** means at least two (2) hours as flying Pilot in an aircraft or simulator.
- BB. **“FULL-TIME INSTRUCTOR” or “FTI”** means a Pilot who is assigned to the Training Department and whose name does not appear on the bid eligibility list.
- CC. **“FURLOUGH”** means the removal of a Pilot from active duty as a Pilot with the Company due to a reduction in force, or the period of time during which such Pilot has re-employment rights with the Company.
- DD. **“GRACE MONTH”** means the month after the Base Month.

- EE. **“GROUND TRAINING”** means training that satisfies the Company’s requirements for FAA-approved Ground Training credit. GFS and CPT are considered Ground Training.
- FF. **“HOME STUDY”** means distance learning undertaken by a Pilot at a location and at the time of his choosing (but prior to any applicable deadline).
- GG. **“INITIAL QUALIFICATION” or “IQ”** means a curriculum under an Advanced Qualification Program (AQP) in which a Pilot becomes qualified in a new aircraft.
- HH. **“INSTRUCTOR CLASSIFICATION” or “CLASSIFICATION”** means the FTI/PTI’s specific assignment by equipment type and as either an APD or PC Check Airman/ Instructor. Examples of Instructor Classification include SF-340 APD or CRJ 900 PC Check Airman. A PTI who does not bid a Line of flying will be handled in accordance with his Classification.
- II. **“LINE CHECK AIRMAN”** means a Pilot trained and qualified to conduct line checks, route checks, or Operating Experience (OE) in the airplane.
- JJ. **“LINE”** means a Pilot’s monthly work assignment and associated schedule information published by the Company as the Final Line Award and as modified in accordance with the terms of this Agreement.
- KK. **“LINE OPERATIONAL EVALUATION” or “LOE”** means a session conducted in a full flight simulator under an Advanced Qualification Program (AQP) in which a Pilot trainee, as part of a full cockpit crew, participates in a flight evaluation scenario that has been incorporated into the FAA-approved AQP training program. An LOE is the AQP equivalent of a proficiency check in a non-AQP training program.
- LL. **“LONGEVITY”** means credit for the period of service accumulated by a Pilot since his date of hire, except as modified herein.
- MM. **“LONG CALL AVAILABLE” or “LCA”** means a day of availability assigned to a Pilot with no pre-assigned Duty. A Pilot with an LCA day must review his schedule the day preceding the LCA day to receive notification of any flight assignments on the LCA day. A Pilot assigned to a LCA day may not be assigned reserve duty without his consent.
- NN. **“LONG CALL RESERVE” or “LCR”** means a non-flying availability period assigned to a Pilot. A Pilot with an LCR period must review his schedule on the day preceding the LCR period to receive notification of any flight assignments on the LCR day. An LCR period may also be escalated to a Short Call Reserve period.
- OO. **“LONG TERM TRAINING”** means Initial, Upgrade, Downgrade, Requalification (in accordance with paragraph FFF., below), Transition, or equivalent training.
- PP. **“MANAGEMENT/SUPERVISORY PILOT”** as specifically referred to in this Agreement shall mean Company officials who act in a supervisory capacity, who are on the Pilots’ System Seniority List.

- QQ. **“MANEUVERS VALIDATION” or “MV”** means a session(s) conducted in a full flight simulator under an Advanced Qualification Program (AQP) either in Continuing Qualification, Initial Qualification Training or Requalification Training, in which a Pilot trainee's proficiency in the execution of maneuvers is assessed. Validation is accomplished when the Pilot trainee is trained to proficiency in all tasks and subtasks of those maneuvers, as outlined in the FAA-approved AQP curriculum.
- RR. **“MONTH” or “BID PERIOD”** means the period from the first day up to, and including, the last day of each calendar month of the year, except that for scheduling and pay purposes, January, February, and March will be considered thirty (30) day months through the addition of January 31 and March 1 to the month of February. During any leap year, February will be a thirty-one (31) day month.
- SS. **“MONTHLY BID”** means the time period used each month to bid for monthly schedules after the completion of the Early Bid.
- TT. **“OPEN TIME” or “OPEN FLYING” or “UNASSIGNED FLYING”** means unassigned flight time, except as otherwise provided herein.
- UU. **“OPERATING EXPERIENCE” or “OE”** means the time accumulated flying an aircraft under the supervision of a qualified instructor or Check Airman.
- VV. **“PART-TIME INSTRUCTOR” or “PTI”** means a Pilot who is assigned to the Training Department and whose name appears on the bid eligibility list.
- WW. **“PAY CREDIT”** means all time credited for pay purposes as provided in this Agreement.
- XX. **“PILOT”** means a Captain or First Officer for the Company, or an individual who is in training to qualify as a Captain or First Officer for the Company whose name appears on the Pilots' System Seniority List.
- YY. **“PLANNED ACTIVITY”** means an event (including, but not limited to vacation or Short Term Training) which is scheduled on a Pilot's Line in advance of the Monthly Bid.
- ZZ. **“POSITION”** means a Pilot's designation as Captain or First Officer on a specific aircraft type in a specific Domicile, e.g. Detroit CRJ-900 Captain.
- AAA. **“PROCEDURES VALIDATION” or “PV”** means a session(s) conducted during Ground Training (in a Flight Training Device, an airplane simulator with the motion and visual turned off, in a parked aircraft, or in a desk-top computer based instructional device) under an Advanced Qualification Program (AQP) in which a Pilot trainee's systems integration knowledge and skill are assessed. Validation is accomplished when the Pilot trainee is trained to proficiency.
- BBB. **“READY RESERVE”** means a reserve Duty Period assigned to a Pilot who is required to report for Reserve duty at his Domicile airport.
- CCC. **“RECURRENT TRAINING”** means training to maintain current qualification.

- DDD. **“REGULAR LINE”** means a Line that contains Trips, Planned Activities, and Days Off with no Reserve Days.
- EEE. **“RELEASE(D) FROM TRAINING”** means that a non-probationary Pilot will have the opportunity to return to his prior Position or be handled in accordance with Section 11.B. and D. (as applicable). The Release from Training of a probationary Pilot will be handled at the Company’s discretion.
- FFF. **“REQUALIFICATION TRAINING”** means training that qualifies a Pilot for a Category for which he has previously been qualified at the Company. Requalification Training will be considered Short Term Training for pay purposes, provided the training is not scheduled to exceed fourteen (14) days. If the training is scheduled to exceed fourteen (14) days, the Pilot will be paid in accordance with the Long-Term Training provisions. Requalification Training will be considered Long-Term Training for scheduling and progression purposes, provided the Pilot has not flown in that Category in the previous six (6) months. If a Pilot has flown in the Category within six (6) months, he will be treated in accordance with the Short Term Training provisions for scheduling and progression purposes.
- GGG. **“RESERVE”** means a non-flying availability period assigned to a Pilot. Reserve duty will be classified Long Call Reserve (“LCR”), Short Call Reserve (“SCR”), or Ready Reserve.
- HHH. **“RESERVE LINE”** means a Line that contains Reserve periods, Days Off, Planned Activities, and any carry-in assignments.
- III. **“RFT/MV/LOE SPECIFIC GROUND TRAINING” or “SPECIAL USE AIRPORT QUALIFICATION GROUND TRAINING”** means the Ground Training required by the FAA in conjunction with an RFT/MV/LOE or Special Use Airport Training.
- JJJ. **“SCHEDULE CREDIT”** means all time credited for the purposes of monthly schedule construction as provided in this Agreement.
- KKK. **“SCHEDULED FLYING”** means flights which are listed in the published schedule which consists of all known flying.
- LLL. **“SHORT CALL RESERVE” or “SCR”** means a non-flying availability period assigned to a Pilot. A Pilot assigned SCR must respond to notification of a flight assignment and must report for that flight assignment within the prescribed call-out period.
- MMM. **“SHORT TERM TRAINING”** means PC, RFT, RGS, RCRM, CQSV, CQMV, CQLOE, Special Use Airport Qualification Training, Special Event Training, Requalification Training (in accordance with paragraph FFF., above), or equivalent training.
- NNN. **“SPECIAL EVENT TRAINING”** means training for a particular skill that a Pilot is required to attend on a one-time basis or on an infrequent schedule. Such training includes, but would not be limited to, security training and ILS-PRM training.

- OOO. **“STATUS”** means a Pilot’s designation as Captain or First Officer, without regard to equipment type or Domicile.
- PPP. **“SYSTEMS VALIDATION” or “SV”** means a session(s) conducted under an Advanced Qualification Program (AQP) in which a Pilot trainee’s knowledge of technical systems is objectively assessed. An SV conducted in Qualification Training, Requalification Training or Continuing Qualification is the AQP equivalent of the written examination and the oral examination (when required).
- QQQ. **“TRANSITION TRAINING”** means training in the same Status but in a new equipment type.
- RRR. **“TRIP” or “PATTERN” or “PAIRING”** means a flight or a sequence of flights that begins with the Pilot reporting for duty in Domicile, and ends when released from duty in his Domicile. A Trip may include deadhead flights.
- SSS. **“TRIP HOUR” or “TRIP HOUR PERIOD”** means the period of time between a Pilot’s report time at his Domicile and his release time at his Domicile for the purpose of obtaining rest.
- TTT. **“UPGRADE TRAINING”** means training for a Captain Status for a Pilot who currently holds a First Officer Position.
- UUU. **“VACANCY”** means an opening in a permanent or temporary Position that is to be filled in accordance with Section 24 of this Agreement.

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Section 3 Compensation

A. Wage Rates

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

25-35 Seat Turboprop Captain						
YOS	2/18/11	12/1/11	12/1/12	12/1/13	12/1/14	12/1/15
0 to 1	\$ 47.00	\$ 48.41	\$ 49.86	\$ 50.86	\$ 51.88	\$ 52.92
1 to 2	\$ 48.52	\$ 49.98	\$ 51.48	\$ 52.51	\$ 53.56	\$ 54.63
2 to 3	\$ 50.26	\$ 51.77	\$ 53.32	\$ 54.39	\$ 55.48	\$ 56.59
3 to 4	\$ 51.98	\$ 53.54	\$ 55.15	\$ 56.25	\$ 57.38	\$ 58.53
4 to 5	\$ 53.55	\$ 55.16	\$ 56.81	\$ 57.95	\$ 59.11	\$ 60.29
5 to 6	\$ 54.97	\$ 56.62	\$ 58.32	\$ 59.49	\$ 60.68	\$ 61.89
6 to 7	\$ 56.48	\$ 58.17	\$ 59.92	\$ 61.12	\$ 62.34	\$ 63.59
7 to 8	\$ 58.01	\$ 59.75	\$ 61.54	\$ 62.77	\$ 64.03	\$ 65.31
8 to 9	\$ 59.47	\$ 61.25	\$ 63.09	\$ 64.35	\$ 65.64	\$ 66.95
9 to 10	\$ 60.98	\$ 62.81	\$ 64.69	\$ 65.98	\$ 67.30	\$ 68.65
10 to 11	\$ 62.75	\$ 64.63	\$ 66.57	\$ 67.90	\$ 69.26	\$ 70.65
11 to 12	\$ 64.24	\$ 66.17	\$ 68.16	\$ 69.52	\$ 70.91	\$ 72.33
12 to 13	\$ 65.52	\$ 67.49	\$ 69.51	\$ 70.90	\$ 72.32	\$ 73.77
13 to 14	\$ 66.78	\$ 68.78	\$ 70.84	\$ 72.26	\$ 73.71	\$ 75.18
14 to 15	\$ 67.65	\$ 69.68	\$ 71.77	\$ 73.21	\$ 74.67	\$ 76.16
15 to 16	\$ 68.31	\$ 70.36	\$ 72.47	\$ 73.92	\$ 75.40	\$ 76.91
16 to 17	\$ 69.00	\$ 71.07	\$ 73.20	\$ 74.66	\$ 76.15	\$ 77.67
17 to 18	\$ 69.43	\$ 71.51	\$ 73.66	\$ 75.13	\$ 76.63	\$ 78.16

25 -35 Seat Turboprop First Officer						
YOS	2/18/11	12/1/11	12/1/12	12/1/13	12/1/14	12/1/15
0 to 1	\$ 25.92	\$ 26.70	\$ 27.50	\$ 28.05	\$ 28.61	\$ 29.18
1 to 2	\$ 26.50	\$ 27.30	\$ 28.12	\$ 28.68	\$ 29.25	\$ 29.84
2 to 3	\$ 29.10	\$ 29.97	\$ 30.87	\$ 31.49	\$ 32.12	\$ 32.76
3 to 4	\$ 31.69	\$ 32.64	\$ 33.62	\$ 34.29	\$ 34.98	\$ 35.68
4 to 5	\$ 32.64	\$ 33.62	\$ 34.63	\$ 35.32	\$ 36.03	\$ 36.75
5 to 6	\$ 33.62	\$ 34.63	\$ 35.67	\$ 36.38	\$ 37.11	\$ 37.85
6 to 7	\$ 34.62	\$ 35.66	\$ 36.73	\$ 37.46	\$ 38.21	\$ 38.97
7 to 8	\$ 35.66	\$ 36.73	\$ 37.83	\$ 38.59	\$ 39.36	\$ 40.15

36-39 Seat Turboprop Captain						
YOS	2/18/11	12/1/11	12/1/12	12/1/13	12/1/14	12/1/15
0 to 1	\$ 49.02	\$ 50.49	\$ 52.00	\$ 53.04	\$ 54.10	\$ 55.18
1 to 2	\$ 50.99	\$ 52.52	\$ 54.10	\$ 55.18	\$ 56.28	\$ 57.41
2 to 3	\$ 51.90	\$ 53.46	\$ 55.06	\$ 56.16	\$ 57.28	\$ 58.43
3 to 4	\$ 54.42	\$ 56.05	\$ 57.73	\$ 58.88	\$ 60.06	\$ 61.26
4 to 5	\$ 56.99	\$ 58.70	\$ 60.46	\$ 61.67	\$ 62.90	\$ 64.16
5 to 6	\$ 59.36	\$ 61.14	\$ 62.97	\$ 64.23	\$ 65.51	\$ 66.82
6 to 7	\$ 61.55	\$ 63.40	\$ 65.30	\$ 66.61	\$ 67.94	\$ 69.30
7 to 8	\$ 62.75	\$ 64.63	\$ 66.57	\$ 67.90	\$ 69.26	\$ 70.65
8 to 9	\$ 64.45	\$ 66.38	\$ 68.37	\$ 69.74	\$ 71.13	\$ 72.55
9 to 10	\$ 66.22	\$ 68.21	\$ 70.26	\$ 71.67	\$ 73.10	\$ 74.56
10 to 11	\$ 67.32	\$ 69.34	\$ 71.42	\$ 72.85	\$ 74.31	\$ 75.80
11 to 12	\$ 68.50	\$ 70.56	\$ 72.68	\$ 74.13	\$ 75.61	\$ 77.12
12 to 13	\$ 69.71	\$ 71.80	\$ 73.95	\$ 75.43	\$ 76.94	\$ 78.48
13 to 14	\$ 70.75	\$ 72.87	\$ 75.06	\$ 76.56	\$ 78.09	\$ 79.65
14 to 15	\$ 71.79	\$ 73.94	\$ 76.16	\$ 77.68	\$ 79.23	\$ 80.81
15 to 16	\$ 73.23	\$ 75.43	\$ 77.69	\$ 79.24	\$ 80.82	\$ 82.44
16 to 17	\$ 74.70	\$ 76.94	\$ 79.25	\$ 80.84	\$ 82.46	\$ 84.11
17 to 18	\$ 76.19	\$ 78.48	\$ 80.83	\$ 82.45	\$ 84.10	\$ 85.78

36-39 Seat Turboprop First Officer						
YOS	2/18/11	12/1/11	12/1/12	12/1/13	12/1/14	12/1/15
0 to 1	\$ 25.92	\$ 26.70	\$ 27.50	\$ 28.05	\$ 28.61	\$ 29.18
1 to 2	\$ 29.73	\$ 31.79	\$ 33.99	\$ 35.57	\$ 37.21	\$ 37.95
2 to 3	\$ 32.41	\$ 34.66	\$ 37.06	\$ 38.77	\$ 40.57	\$ 41.38
3 to 4	\$ 34.13	\$ 36.50	\$ 39.03	\$ 40.83	\$ 42.72	\$ 43.57
4 to 5	\$ 35.19	\$ 37.63	\$ 40.24	\$ 42.10	\$ 44.04	\$ 44.92
5 to 6	\$ 36.15	\$ 38.66	\$ 41.34	\$ 43.25	\$ 45.25	\$ 46.16
6 to 7	\$ 37.18	\$ 39.76	\$ 42.51	\$ 44.48	\$ 46.52	\$ 47.45
7 to 8	\$ 37.99	\$ 40.62	\$ 43.44	\$ 45.45	\$ 47.53	\$ 48.48

40-55 Seat Turboprop Captain						
YOS	2/18/11	12/1/11	12/1/12	12/1/13	12/1/14	12/1/15
0 to 1	\$ 54.40	\$ 56.03	\$ 57.71	\$ 58.86	\$ 60.04	\$ 61.24
1 to 2	\$ 56.98	\$ 58.69	\$ 60.45	\$ 61.66	\$ 62.89	\$ 64.15
2 to 3	\$ 59.63	\$ 61.42	\$ 63.26	\$ 64.53	\$ 65.82	\$ 67.14
3 to 4	\$ 62.59	\$ 64.47	\$ 66.40	\$ 67.73	\$ 69.08	\$ 70.46
4 to 5	\$ 65.54	\$ 67.51	\$ 69.54	\$ 70.93	\$ 72.35	\$ 73.80
5 to 6	\$ 68.08	\$ 70.12	\$ 72.22	\$ 73.66	\$ 75.13	\$ 76.63
6 to 7	\$ 70.61	\$ 72.73	\$ 74.91	\$ 76.41	\$ 77.94	\$ 79.50
7 to 8	\$ 73.10	\$ 75.29	\$ 77.55	\$ 79.10	\$ 80.68	\$ 82.29
8 to 9	\$ 74.79	\$ 77.03	\$ 79.34	\$ 80.93	\$ 82.55	\$ 84.20
9 to 10	\$ 76.47	\$ 78.76	\$ 81.12	\$ 82.74	\$ 84.39	\$ 86.08
10 to 11	\$ 78.16	\$ 80.50	\$ 82.92	\$ 84.58	\$ 86.27	\$ 88.00
11 to 12	\$ 79.84	\$ 82.24	\$ 84.71	\$ 86.40	\$ 88.13	\$ 89.89
12 to 13	\$ 81.54	\$ 83.99	\$ 86.51	\$ 88.24	\$ 90.00	\$ 91.80
13 to 14	\$ 83.31	\$ 85.81	\$ 88.38	\$ 90.15	\$ 91.95	\$ 93.79
14 to 15	\$ 85.09	\$ 87.64	\$ 90.27	\$ 92.08	\$ 93.92	\$ 95.80
15 to 16	\$ 86.79	\$ 89.39	\$ 92.07	\$ 93.91	\$ 95.79	\$ 97.71
16 to 17	\$ 88.53	\$ 91.19	\$ 93.93	\$ 95.81	\$ 97.73	\$ 99.68
17 to 18	\$ 90.30	\$ 93.01	\$ 95.80	\$ 97.72	\$ 99.67	\$ 101.66

40-55 Seat Turboprop First Officer						
YOS	2/18/11	12/1/11	12/1/12	12/1/13	12/1/14	12/1/15
0 to 1	\$ 25.92	\$ 26.70	\$ 27.50	\$ 28.05	\$ 28.61	\$ 29.18
1 to 2	\$ 29.73	\$ 31.79	\$ 33.99	\$ 35.57	\$ 37.21	\$ 37.95
2 to 3	\$ 32.41	\$ 34.66	\$ 37.06	\$ 38.77	\$ 40.57	\$ 41.38
3 to 4	\$ 34.13	\$ 36.50	\$ 39.03	\$ 40.83	\$ 42.72	\$ 43.57
4 to 5	\$ 35.19	\$ 37.63	\$ 40.24	\$ 42.10	\$ 44.04	\$ 44.92
5 to 6	\$ 36.15	\$ 38.66	\$ 41.34	\$ 43.25	\$ 45.25	\$ 46.16
6 to 7	\$ 37.18	\$ 39.76	\$ 42.51	\$ 44.48	\$ 46.52	\$ 47.45
7 to 8	\$ 37.99	\$ 40.62	\$ 43.44	\$ 45.45	\$ 47.53	\$ 48.48

56-78 Seat Turboprop Captain						
YOS	2/18/11	12/1/11	12/1/12	12/1/13	12/1/14	12/1/15
0 to 1	\$ 56.89	\$ 59.84	\$ 62.94	\$ 65.12	\$ 67.37	\$ 68.72
1 to 2	\$ 58.59	\$ 61.63	\$ 64.82	\$ 67.06	\$ 69.38	\$ 70.77
2 to 3	\$ 60.36	\$ 63.49	\$ 66.78	\$ 69.09	\$ 71.47	\$ 72.90
3 to 4	\$ 62.17	\$ 65.39	\$ 68.78	\$ 71.16	\$ 73.62	\$ 75.09
4 to 5	\$ 64.02	\$ 67.34	\$ 70.83	\$ 73.28	\$ 75.81	\$ 77.33
5 to 6	\$ 65.96	\$ 69.38	\$ 72.98	\$ 75.50	\$ 78.10	\$ 79.66
6 to 7	\$ 67.93	\$ 71.45	\$ 75.16	\$ 77.75	\$ 80.45	\$ 82.06
7 to 8	\$ 69.96	\$ 73.59	\$ 77.40	\$ 80.08	\$ 82.84	\$ 84.50
8 to 9	\$ 72.06	\$ 75.80	\$ 79.72	\$ 82.48	\$ 85.33	\$ 87.04
9 to 10	\$ 74.22	\$ 78.07	\$ 82.11	\$ 84.95	\$ 87.89	\$ 89.65
10 to 11	\$ 76.45	\$ 80.41	\$ 84.58	\$ 87.51	\$ 90.53	\$ 92.34
11 to 12	\$ 78.75	\$ 82.83	\$ 87.13	\$ 90.14	\$ 93.24	\$ 95.10
12 to 13	\$ 81.10	\$ 85.30	\$ 89.73	\$ 92.83	\$ 96.04	\$ 97.96
13 to 14	\$ 83.55	\$ 87.88	\$ 92.44	\$ 95.63	\$ 98.93	\$ 100.91
14 to 15	\$ 86.05	\$ 90.51	\$ 95.20	\$ 98.49	\$ 101.90	\$ 103.94
15 to 16	\$ 88.64	\$ 93.24	\$ 98.07	\$ 101.46	\$ 104.96	\$ 107.06
16 to 17	\$ 91.29	\$ 96.02	\$ 101.00	\$ 104.49	\$ 108.11	\$ 110.27
17 to 18	\$ 94.03	\$ 98.90	\$ 104.03	\$ 107.63	\$ 111.35	\$ 113.58

56-78 Seat Turboprop First Officer						
YOS	2/18/11	12/1/11	12/1/12	12/1/13	12/1/14	12/1/15
0 to 1	\$25.92	\$26.70	\$27.50	\$28.05	\$28.61	\$ 29.18
1 to 2	\$29.73	\$31.79	\$33.99	\$35.57	\$37.21	\$ 37.95
2 to 3	\$32.41	\$34.66	\$37.06	\$38.77	\$40.57	\$ 41.38
3 to 4	\$34.13	\$36.50	\$39.03	\$40.83	\$42.72	\$ 43.57
4 to 5	\$35.19	\$37.63	\$40.24	\$42.10	\$44.04	\$ 44.92
5 to 6	\$36.15	\$38.66	\$41.34	\$43.25	\$45.25	\$ 46.16
6 to 7	\$37.18	\$39.76	\$42.51	\$44.48	\$46.52	\$ 47.45
7 to 8	\$37.99	\$40.62	\$43.44	\$45.45	\$47.53	\$ 48.48

44 - 59 Seat Jet Captain						
YOS	2/18/11	12/1/11	12/1/12	12/1/13	12/1/14	12/1/15
0 to 1	\$ 61.03	\$ 62.86	\$ 64.75	\$ 66.05	\$ 67.37	\$ 68.72
1 to 2	\$ 62.86	\$ 64.75	\$ 66.69	\$ 68.02	\$ 69.38	\$ 70.77
2 to 3	\$ 64.76	\$ 66.70	\$ 68.70	\$ 70.07	\$ 71.47	\$ 72.90
3 to 4	\$ 66.70	\$ 68.70	\$ 70.76	\$ 72.18	\$ 73.62	\$ 75.09
4 to 5	\$ 68.68	\$ 70.74	\$ 72.86	\$ 74.32	\$ 75.81	\$ 77.33
5 to 6	\$ 70.76	\$ 72.88	\$ 75.07	\$ 76.57	\$ 78.10	\$ 79.66
6 to 7	\$ 72.88	\$ 75.07	\$ 77.32	\$ 78.87	\$ 80.45	\$ 82.06
7 to 8	\$ 75.06	\$ 77.31	\$ 79.63	\$ 81.22	\$ 82.84	\$ 84.50
8 to 9	\$ 77.31	\$ 79.63	\$ 82.02	\$ 83.66	\$ 85.33	\$ 87.04
9 to 10	\$ 79.63	\$ 82.02	\$ 84.48	\$ 86.17	\$ 87.89	\$ 89.65
10 to 11	\$ 82.02	\$ 84.48	\$ 87.01	\$ 88.75	\$ 90.53	\$ 92.34
11 to 12	\$ 84.48	\$ 87.01	\$ 89.62	\$ 91.41	\$ 93.24	\$ 95.10
12 to 13	\$ 87.01	\$ 89.62	\$ 92.31	\$ 94.16	\$ 96.04	\$ 97.96
13 to 14	\$ 89.63	\$ 92.32	\$ 95.09	\$ 96.99	\$ 98.93	\$ 100.91
14 to 15	\$ 92.32	\$ 95.09	\$ 97.94	\$ 99.90	\$ 101.90	\$ 103.94
15 to 16	\$ 95.09	\$ 97.94	\$ 100.88	\$ 102.90	\$ 104.96	\$ 107.06
16 to 17	\$ 97.94	\$ 100.88	\$ 103.91	\$ 105.99	\$ 108.11	\$ 110.27
17 to 18	\$ 100.88	\$ 103.91	\$ 107.03	\$ 109.17	\$ 111.35	\$ 113.58

44 - 59 Seat Jet First Officer						
YOS	2/18/11	12/1/11	12/1/12	12/1/13	12/1/14	12/1/15
0 to 1	\$ 25.92	\$ 26.70	\$ 27.50	\$ 28.05	\$ 28.61	\$ 29.18
1 to 2	\$ 33.71	\$ 34.72	\$ 35.76	\$ 36.48	\$ 37.21	\$ 37.95
2 to 3	\$ 36.75	\$ 37.85	\$ 38.99	\$ 39.77	\$ 40.57	\$ 41.38
3 to 4	\$ 38.70	\$ 39.86	\$ 41.06	\$ 41.88	\$ 42.72	\$ 43.57
4 to 5	\$ 39.90	\$ 41.10	\$ 42.33	\$ 43.18	\$ 44.04	\$ 44.92
5 to 6	\$ 40.99	\$ 42.22	\$ 43.49	\$ 44.36	\$ 45.25	\$ 46.16
6 to 7	\$ 42.16	\$ 43.42	\$ 44.72	\$ 45.61	\$ 46.52	\$ 47.45
7 to 8	\$ 43.07	\$ 44.36	\$ 45.69	\$ 46.60	\$ 47.53	\$ 48.48

60 - 76 Seat Jet Captain						
YOS	2/18/11	12/1/11	12/1/12	12/1/13	12/1/14	12/1/15
0 to 1	\$ 65.33	\$ 67.29	\$ 69.31	\$ 70.70	\$ 72.11	\$ 73.55
1 to 2	\$ 67.30	\$ 69.32	\$ 71.40	\$ 72.83	\$ 74.29	\$ 75.78
2 to 3	\$ 69.32	\$ 71.40	\$ 73.54	\$ 75.01	\$ 76.51	\$ 78.04
3 to 4	\$ 71.39	\$ 73.53	\$ 75.74	\$ 77.25	\$ 78.80	\$ 80.38
4 to 5	\$ 73.53	\$ 75.74	\$ 78.01	\$ 79.57	\$ 81.16	\$ 82.78
5 to 6	\$ 75.74	\$ 78.01	\$ 80.35	\$ 81.96	\$ 83.60	\$ 85.27
6 to 7	\$ 78.02	\$ 80.36	\$ 82.77	\$ 84.43	\$ 86.12	\$ 87.84
7 to 8	\$ 80.36	\$ 82.77	\$ 85.25	\$ 86.96	\$ 88.70	\$ 90.47
8 to 9	\$ 82.77	\$ 85.25	\$ 87.81	\$ 89.57	\$ 91.36	\$ 93.19
9 to 10	\$ 85.26	\$ 87.82	\$ 90.45	\$ 92.26	\$ 94.11	\$ 95.99
10 to 11	\$ 87.81	\$ 90.44	\$ 93.15	\$ 95.01	\$ 96.91	\$ 98.85
11 to 12	\$ 90.44	\$ 93.15	\$ 95.94	\$ 97.86	\$ 99.82	\$ 101.82
12 to 13	\$ 93.16	\$ 95.95	\$ 98.83	\$ 100.81	\$ 102.83	\$ 104.89
13 to 14	\$ 95.93	\$ 98.81	\$ 101.77	\$ 103.81	\$ 105.89	\$ 108.01
14 to 15	\$ 98.82	\$ 101.78	\$ 104.83	\$ 106.93	\$ 109.07	\$ 111.25
15 to 16	\$ 100.52	\$ 103.54	\$ 106.65	\$ 108.78	\$ 110.96	\$ 113.18
16 to 17	\$ 102.24	\$ 105.31	\$ 108.47	\$ 110.64	\$ 112.85	\$ 115.11
17 to 18	\$ 104.19	\$ 107.32	\$ 110.54	\$ 112.75	\$ 115.01	\$ 117.31
18 to 19	\$ 104.91	\$ 108.06	\$ 111.30	\$ 113.53	\$ 115.80	\$ 118.12
19 to 20	\$ 105.72	\$ 108.89	\$ 112.16	\$ 114.40	\$ 116.69	\$ 119.02

60 - 76 Seat Jet First Officer						
YOS	2/18/11	12/1/11	12/1/12	12/1/13	12/1/14	12/1/15
0 to 1	\$ 25.92	\$ 26.70	\$ 27.50	\$ 28.05	\$ 28.61	\$ 29.18
1 to 2	\$ 35.91	\$ 36.99	\$ 38.10	\$ 38.86	\$ 39.64	\$ 40.43
2 to 3	\$ 38.38	\$ 39.53	\$ 40.72	\$ 41.53	\$ 42.36	\$ 43.21
3 to 4	\$ 39.96	\$ 41.16	\$ 42.39	\$ 43.24	\$ 44.10	\$ 44.98
4 to 5	\$ 41.21	\$ 42.45	\$ 43.72	\$ 44.59	\$ 45.48	\$ 46.39
5 to 6	\$ 42.56	\$ 43.84	\$ 45.16	\$ 46.06	\$ 46.98	\$ 47.92
6 to 7	\$ 44.20	\$ 45.53	\$ 46.90	\$ 47.84	\$ 48.80	\$ 49.78
7 to 8	\$ 45.35	\$ 46.71	\$ 48.11	\$ 49.07	\$ 50.05	\$ 51.05

B. Scheduled Average Times (SATs)

1. A Pilot will receive, as Pay Credit, the greater of Actual Block-To-Block or scheduled Block-To-Block, on a leg-by-leg basis. For purposes of this provision, "scheduled" shall mean the Scheduled Averaged Times (SATs) (also called Leg Values) between city pairs jointly established using the methodology below.
2. In computing the SATs for "scheduled or actual" pay purposes, the following methodology shall be used:
 - a. SATs are determined by using the average of historic en route (Block-To-Block) times between city pairs by equipment. All SATs will be rounded to the nearest minute. Once an SAT is established, it will be retained until amended.

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

log information will be used in correcting any discrepancy in reported times.

C. Pay for a Trip that Spans Two Bid Periods

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

D. Pay Effective Date

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

E. Payroll Discrepancies

1. If a Pilot believes that there has been an error in the computation of his pay, he should submit a Payroll Discrepancy Form. The Pilot should describe the discrepancy with as much specificity as possible. If the Pilot submits the discrepancy within two (2) months of the paycheck that gave rise to the problem, he will receive a response within ten (10) days of receipt of submission. If the discrepancy is submitted after two (2) months, he will receive a response within thirty (30) days. A Pilot whose discrepancy is denied will be provided with a reason for the denial.
2. When the resolution of a payroll discrepancy results in the payment of one hundred dollars (\$100.00) or more, the Company will, upon request from the Pilot, issue a check for the appropriate amount within five (5) working days from the date the Company confirms the discrepancy to the Pilot.

F. Drug/Alcohol Testing

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

G. Reserve Pay

1. A reserve day that is built into a Reserve Line will not have a minimum daily value.
2. A Pilot holding a Build-Up, CDO, or a Regular Line who is assigned to a Reserve day, or a Pilot who picks up a Reserve Day, will be credited in accordance with paragraph B. or H., if applicable, or for 3.86 hours, whichever is greater, for each Reserve day.

H. Minimum Day Pay

1. Except as described in paragraphs H.2., H.3., I., and O.3.a., below, and Section 25.G.4.h.iv.(a) and (b), a Pilot shall receive a minimum of four (4) hours of Pay Credit for each Calendar Day, or portion thereof, in which he is assigned to duty or required to remain away from his Domicile. This paragraph will not apply to a Calendar Day if the Pilot was not scheduled to be on duty that day, but remained on duty because of unanticipated problems such as weather, mechanical, air traffic, and the Pilot is released from duty no later than 0200 local time. In addition, this paragraph will not apply to the last day of a Trip that is scheduled to end before 0200 and the Pilot actually reports off before 0200.
2. The minimum day Pay Credit described in paragraph H.1., above, shall not apply to Saab Pilots based at Domiciles with less than twenty-five (25) Pilots, except that (a) the minimum day shall apply to any Saab Domiciles at MSP, MEM, DTW, IAD or IAH, regardless of the size of those Domiciles, and (b) the minimum day will apply when a Pilot is junior assigned pursuant to Section 25.I. on what previously was the Pilot's Day Off, regardless of the size of the Pilot's Domicile. A Pilot on a temporary duty assignment (TDY) will be credited with the minimum day in accordance with the rules of the TDY Domicile. A Pilot who is deadheading between Domiciles for the purpose of a TDY shall be credited with the minimum day according to the rules of the Domicile from which the deadhead flight departs.
 - a. When a Saab Pilot based in a Domicile for which the minimum day Pay Credit does not apply picks up a Trip from Open Time at a Domicile for which the minimum day Pay Credit applies, the Pilot shall be eligible for the minimum day Pay Credit for that Trip.
 - b. When a Saab Pilot based in a Domicile for which the minimum day Pay Credit applies picks up a Trip from Open Time at a Domicile for which the minimum day Pay Credit does not apply, the Pilot shall not be eligible for the minimum day Pay Credit for that Trip.
 - c. When a Saab Pilot is voluntarily awarded a TDY assignment, whether the Pilot receives the minimum day Pay Credit will be determined by the provisions applicable to the TDY Domicile.
 - d. When a Saab Pilot is involuntarily awarded a TDY assignment, the pilot shall receive the minimum day Pay Credit, unless the minimum day Pay

Credit does not apply at both the Pilot's permanent Domicile and the TDY Domicile.

- e. When a Saab Pilot is voluntary awarded out of domicile Reserve duty, whether the Pilot receives the minimum day Pay Credit will be determined by the provisions applicable to the Pilot's permanent Domicile.
 - f. When a Saab Pilot is involuntarily assigned out of domicile Reserve duty, the pilot shall receive the minimum day Pay Credit, unless the minimum day Pay Credit does not apply at both the Pilot's permanent domicile and the Domicile to which he has been assigned reserve duty.
3. When a pilot is awarded a partial Trip drop which results in Pay Credit that is less than four (4) hours for the affected Day, the minimum day pay provision shall not apply.

I. CDO Pay

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

J. Ground Movement Pay

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

K. Customs Pay

A Pilot whose flight is required to go through U.S. Customs shall receive a Pay Credit of eighteen (18) minutes.

L. Other Pay

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

M. Premium Pay

- 1. A Pilot shall be paid for Junior Assignments and Extensions in accordance with Section 25.I.
- 2. A Pilot who voluntarily adds a Trip (or portion thereof) after the Final Line Award shall be compensated at no less than one and one-half (1.5) times his applicable hourly pay rate (premium pay) for any added flying. A Pilot will not receive

premium pay for Trips added until such added Pay Credit is utilized to offset the amount of Pay Credit dropped due to Trip drops and trades.

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

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

3. A Pilot who adds a reserve day to his schedule (after the Final Line Award, on an originally scheduled Day Off) will be credited with three and eighty-six hundredths (3.86) hours or for the time he actually works on that reserve day, both at the premium rate (subject to the minimum day), whichever is greater.
4. At the Company's discretion, the Company may offer premium pay in excess of the one and one-half (1.5) times that is described in paragraphs M.2. and M.3., above. When offering such additional premium, the Company may only limit the application of the additional premium in the following ways, which shall apply in the same manner to Trips (or portions thereof) and reserve days:
 - a. Within a specific Airline;
 - b. Within a specific Category;
 - c. Within a specific Position;
 - d. To specific date(s). A CDO will be paid at the premium rate applicable to the day the CDO commences.

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

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

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

6. A Pilot who calls in sick during a Month in which he added flying will forfeit the premium portion of the added flying equal to the sick time used. The extended or junior assigned Pilot's premium pay will be unaffected by sick calls.

Example 1: The Pay Credit for a Pilot's Line is 85 hours. He adds a Trip worth 5 hours after the Final Line Award. The Pilot calls in sick for a 4-hour Trip later in the same Month. The Pilot would receive 90.5 hours of Pay Credit (this includes 85 hours of straight pay, 4 hours of accrued sick pay, and 1 hour at the 150% premium rate, i.e. 1.5 hours).

Example 2: The Pay Credit for a Pilot's Line 85 hours. He is junior assigned for a Trip on a Day Off worth 5 hours. The Pilot calls in sick for a 4-hour Trip later in the same Month. The Pilot would receive 95 hours of Pay Credit (this includes 81 hours of straight pay, 4 hours of accrued sick pay, and 5 hours at the 200% premium rate, i.e. 10 hours).

N. Cancellation and Reassignment

1. Except for a Reserve Pilot, a Pilot not otherwise reassigned will be credited one hundred percent (100%) of the applicable pay rate for the Leg Values of all flights that are scheduled but subsequently canceled or removed from the Pilot's schedule on a leg-by-leg basis for any reason.
2. For the purpose of this Section, "originally scheduled" means flying as awarded through the Line construction process and as modified by actions of the Pilot, such as Trip trades, Trip drops, Trip adds, etc.
3. Cancellation credit for a CDO assignment will be based on the scheduled credit value of the CDO in accordance with paragraph I.
4. Notwithstanding paragraph N.1., above, a Pilot reassigned in accordance with Section 25.H. will be credited with the greater of one hundred percent (100%) of the Leg Value(s) of the originally scheduled flights for the displaced period or the greater of Actual Block-To-Block or the Leg Value(s) of the reassigned flight(s) operated in that displaced period before resuming his original schedule.
5. Notwithstanding paragraphs N.1. and N.4., above, and except as provided for elsewhere in this Agreement, a Pilot will receive no credit for flight(s) removed as a result of unavailability due to actions of the Pilot, such as the Pilot's failure to properly report for duty, loss of qualification, commuter events or missed Trips. This does not include being delayed at a station or any other operational causes.

Examples:

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

Example 1: Cancellation and Reassignment – Reassigned Flights

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

Under Block

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

Over Block

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

No Reassignment

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

EXAMPLE 2: Trip Flip

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

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

6. A Pilot removed from a Trip pursuant to Section 25.H.7.a. shall be eligible for pay up to the FAR legal maximum. The FAR legal maximum will not prevent a Pilot from being credited for non-flight credits, including but not limited to Minimum Day credit, Deadhead, Premium Pay, etc.

Example 1: A Pilot is scheduled for pairings M1234 and M2345 in a 7-day period. The Pilot flies 18 hours on pairing M1234 and Pairing M2345 is scheduled for 13 hours, 30 minutes. Crew Scheduling removes two legs from M2345 to modify the Trip to 10 hours. The Pilot will be paid for 12 hours (12 hours + 18 hours = FAR maximum) for Pairing M2345.

Example 2: If the same Pilot in Example 1, above, has accrued 18 hours of flight Pay Credit but also has accrued an additional 2 hours of non-flight credit on pairing M1234 for a total Pay Credit of 20 hours and pairing M2345 is scheduled for 13 hours, 30 minutes. Crew Scheduling removes two flights from M2345 to modify the Trip to 10 hours. The pilot will be paid for 32 hours (12 hours + 18 hours + 2 hours = FAR maximum + non-flying credit).

Example 3: A Pilot is scheduled for Trips M1234 and M2345 in a 7-day period. The Pilot flies 18 hours on pairing M1234 and Pairing M2345 is scheduled for 13 hours, 30 minutes. Crew Scheduling removes two legs worth 4 hours 30 minutes and reassigns him to two legs worth 2 hours in order to modify the pairing to 11 hours. The Pilot will be paid for 12 hours (12 hours + 18 hours = FAR maximum) for Pairing M2345.

O. Training Pay

1. Except as provided elsewhere in this Agreement, a Pilot will receive Pay Credit for all training events regardless of his qualification status.
2. For all Ground Training scheduled on a Day, a Pilot will receive Pay Credit for the greater of either:
 - a. Four (4) hours, or
 - b. Cancellation and Reassignment Pay Credit in accordance with paragraph N., above.
3. For each simulator training event, a Pilot will receive Pay Credit for the greater of either:
 - a. The greater of the scheduled or actual time spent in the simulator, or
 - b. Cancellation and Reassignment Pay Credit in accordance with paragraph N., above.
4. Video, Computer or Other Training Assigned to be Completed During a Flight Duty Day
 - a. A Pilot will be paid the greater of either one (1) hour or 50% of the FAA credit hours or, if no FAA credit hours, 50% of the time required to complete the training as determined by the Pilot Training Review Board ("PTRB"). This credit shall be paid in addition to a Pilot's monthly guarantee.
 - b. If a Pilot is removed from flying through no fault of his own to receive training under this paragraph O.4., the Pilot will receive Pay Credit for any removed legs or the value of the training, whichever is greater.
5. Home Study
 - a. Home Study training will be credited in accordance with Section 11.K.2.c. or d.
 - b. Credit for recurrent Home Study training will be paid in the Month in which the ground portion of Recurrent Training was accomplished.
 - c. Credit for any other Home Study will be credited in the Month in which it is required to be completed.
6. A Pilot whose training assignment is modified as the result of circumstances beyond the control of the Pilot, such as, but not limited to, simulator malfunction or instructor availability will receive the greater of:
 - a. Cancellation and Reassignment Pay Credit in accordance with paragraph N., above.

- b. One hundred percent (100%) of the Pay Credits associated with the training assignment, inclusive of any deadheading required if the training event is canceled.
 - c. The Pay Credit accrued for any reassigned duty.
- 7. A Pilot who calls in sick for a training event will receive Pay Credits associated with that training in accordance with Section 14.

P. Vacation Pay

- 1. A Pilot will receive three (3) hours of Pay Credit for each vacation day, except as provided in paragraph P.2., below.
- 2. Except as provided in Section 7.B.4., a Pilot will receive four and two-tenths (4.2) hours of Pay Credit for each PVD.

Q. Pay Schedule

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

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

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

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

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

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

- c. An explanation to accompany any adjustment to a Pilot's pay.

R. Military Leave

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

2. Schedule Integration

- a. Integrated as a Planned Activity

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

- b. After Final Line Awards

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

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

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

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

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

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

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

Under paragraph R.3.a.ii., above, since the Pilot was unavailable for 2 originally scheduled days of work, the Pilot's prorated Minimum Monthly Guarantee will be 70.16 hours ($2/31 * 75 =$ reduced by 4.84 hours) for the month.

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

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

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

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

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

S. Company-Paid Association Leave

A Pilot who receives flight pay loss for his service in the FOQA/ASAP programs, on the PTRB, on the Training Committee, or on the Scheduling Committee will be paid the greater of five (5) hours per day utilized or the value of the Trips removed due to such service, with the cost to be fully borne by the Company.

T. Value of Planned Activities

Schedule Credit of Planned Activities shall be as follows:

1. Short Term Training – five (5) Schedule Credit hours per day.
2. PC/RFT – five (5) Schedule Credit hours per day.
3. Vacation – three and one-half (3.5) Schedule Credit hours per day.
4. Part-Time Instructor Assignment – four (4) Schedule Credit Hours per day.
5. Travel Day – four (4) Schedule Credit Hours per day.

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Section 4

Minimum Pay Guarantees

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

B. Trip Adds, Trades and Drops

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

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

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

Example 3: The Pay Credit for a Pilot's Line is 78 hours. He picks up two days of reserve duty worth 3.86 hours each. His adjusted guarantee is 85.72 hours.

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

2. A Pilot who is awarded a Trip trade that results in less Pay Credit, or who drops a Trip(s), will have his Pay Credit and/or minimum monthly guarantee reduced by the amount of credit lost as a result of the transaction. A Pilot who reduces the number of scheduled reserve days in a month by drops or trades will have his guarantee reduced by 3.86 hours for each day of reserve dropped. A Pilot who drops a partial reserve day will have his guarantee reduced by 1.93 hours for each such partial day dropped. A Pilot may restore his pay guarantee and/or minimum monthly guarantee by adding reserve days or Trips or trading for higher value Trips.

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

Example 2: The Pay Credit for a Pilot's Line is 77 hours. He trades a 2-day Trip worth 15 hours for a 2-day Trip worth 8 hours. The Pilot's guarantee will be reduced to 70 hours. The Pilot may restore his minimum guarantee to 75 hours by adding or trading for a Trip worth an additional 5 hours.

Example 3: The Pay Credit for a Pilot's Line is 74 hours (but is guaranteed 75 hours). He trades a 2-day Trip worth 13

hours for a 2-day Trip worth 9 hours. The Pilot's guarantee is reduced to 71 hours. The Pilot may restore his original guarantee of 75 hours by adding a Trip worth 4 hours or by trading for a Trip worth 4 additional hours (the amount of time he reduced by making the earlier Trip trade).

Example 4: A Reserve Line holder drops 2 reserve days, reducing his guarantee to 67.28 hours. He then picks up a day of reserve duty worth 3.86 hours. His adjusted guarantee becomes 71.14 hours. He then picks up another day of reserve duty worth 3.86 hours. His new adjusted guarantee becomes 75 hours.

3. CDO-for-CDO trades in the same Bid Period will not result in either a reduction or increase of a Pilot's guarantee.
4. Except as provided for in paragraph B.3., above, for Pay Credit purposes only, Trip trades with open time will be treated as a Trip drop and Trip add transaction based on the values of the affected Trips at the time of the transaction.

C. The following events shall be paid over and above a Pilot's monthly guarantee:

1. Trip Adds (Section 4.B.1.)
2. Reserve Day Adds (Section 3.G.2., Section 4.B.1.)
3. Same Day Ready Reserve Escalation (Section 25.J.11.c.ii.E.)
4. Extensions (Section 25.I.1.b. and e.)
5. Junior Assignments (Section 25.I.6.)
6. Ground Movement Pay (Section 3.J.)
7. Video, Computer or Other Training Pay (Section 11.K., Section 3.O.4.)
8. Home Study Pay for Recurrent Training (Section 11.K.2.c.)
9. Non-Recurrent Non-Long Term Home Study Credit (Section 11.K.2.d.ii.)
10. Compensatory Day Pay Credit taken in lieu of a Compensatory Day (Section 25.L.6.c.)
11. Sold Vacation (Section 7.B.5.e.)

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

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

E. Annual FAR Limitation

A Pilot who reaches the annual maximum FAR flight time will receive no less than his monthly guarantee for the balance of the year, provided he is otherwise available for duty. A Pilot who has not used all of his annual vacation prior to December 31st, and who is not entitled to carry over his vacation to the following year in accordance with this Agreement, shall have the vacation credits added to the monthly credits in calculating the December pay.

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Section 5

Traveling Expenses

A. Lodging and Rest Facilities

1. A Pilot shall be furnished with suitable single occupancy lodging at the Company's expense at all overnight stations, including training (unless the Pilot actually resides within fifty (50) miles of the training site), and Continuous Duty Overnights. When selecting hotels, the following criteria will be considered: safety, cleanliness, reasonable cost, eating facility, proximity to the airport, non-smoking rooms and the ability of the Pilot to obtain rest (quiet).
2. The Company will furnish the crew with a day room (maximum double occupancy hotel room for both Pilots, unless one crew member is male and the other is female, in which case the Pilots will be given separate, single occupancy hotel rooms) for all scheduled continuous duty layovers longer than four and one-half (4.5) hours that are known prior to the day of the continuous duty layover. In addition, a day room (maximum double occupancy hotel room for both Pilots, unless one crew member is male and the other is female, in which case the Pilots will be given separate, single occupancy hotel rooms) will be furnished for all continuous duty layovers projected to last longer than four and one-half (4.5) hours that become known on the same day as the continuous duty layover, provided there is a room available.
3. The bid packages will list the current lodging facilities, the telephone numbers of those facilities, and the method of transportation between the airport and the lodging facility.

B. Transportation

1. The Company will provide transportation between the airport and the lodging facility and/or training facility.
2. At points other than the Pilot's Domicile, where the Company's scheduled or prearranged transportation is not available within thirty (30) minutes from block-in time, the Captain may, provided he immediately notifies Crew Scheduling/Dispatch, utilize taxi transportation to the lodging facility for the crew, and the Company will reimburse the Captain for such expenses. Expenses must be substantiated by a valid receipt.
3. A crew on a Continuous Duty Overnight or a reduced rest overnight will not be required to adjust their schedules to accommodate another crew's transportation needs.
4. If no eating facility is available at or near the lodging facility, the Company will arrange transportation to a suitable facility. If the transportation arranged is not available, paragraph B.2., above, will apply. This provision includes Pilots in training away from their Domiciles, and Pilots on temporary duty assignments.
5. The Company will provide insurance for a Pilot who drives a Company vehicle on Company business and will also reimburse a Pilot for expenses (excluding traffic violations) incurred by Pilots driving Company vehicles on Company business.

Company business will include crew members at overnight stations who drive between the airport and the hotel, and crew members who drive to restaurants when there is no restaurant at or convenient to the hotel or training facility.

6. A Pilot assigned/awarded a temporary position pursuant to Section 24 shall have the option of receiving on-line positive space travel to his temporary Domicile for his first Trip of the month and return from his last Trip of the month or off-line space available passes. If the Pilot elects on-line positive space travel, the Company will schedule the Pilot to deadhead on the last flight which departs prior to the commencement of the temporary duty assignment and the first flight after the Pilot's temporary duty assignment ends, unless the Pilot and the scheduler mutually agree to other flights. In lieu of positive space travel, such Pilot will, at his request, be given one roundtrip driving expense for travel to and from his temporary Domicile provided the duration of the temporary duty position is awarded for at least one (1) bid month, the distance between the two Domiciles is less than one thousand (1,000) miles, and the Pilot has sufficient time to drive to the temporary Domicile.

C. Hotel Committee

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

D. Per Diem

1. A Pilot will be paid per diem at the following rates:
 - a. March 2, 2011: \$1.65 per hour
 - b. February 18, 2012: \$1.70 per hour
 - c. February 18, 2013: \$1.75 per hour
 - d. February 18, 2014: \$1.80 per hour
 - e. February 18, 2015: \$1.85 per hour
2. The hourly per diem will apply to each Trip Hour, Ready Reserve Duty Periods, training (away from Domicile), and temporary duty assignments in accordance with Section 24.
3. The hourly per diem for a Pilot deadheading from his Domicile to or from training and/or flight duty will start at the designated report time or actual report time, whichever is later, and terminate after block-in at his Domicile.

E. Trans-Atlantic Training Per Diem

1. A Pilot who is eligible to receive per diem and who is assigned to undergo training at a site located in Europe will receive one dollar eighty-five cents (\$1.85) per hour in per diem.
 2. Trans-Atlantic per diem will begin at the last point of departure in the United States and will end at the block-in time at the first point of arrival in the United States.
 3. If the Company is able to secure an agreement with the training site hotel to provide at least two (2) full meals per day at no cost to the Pilot, then the domestic per diem rate set out above will apply, instead of the Trans-Atlantic rate.
 4. The Company will give notice to the Pilot when meals will be provided in lieu of the Trans-Atlantic per diem by so stating on a document that accompanies the training itinerary.
- F. Per diem will be paid on a monthly basis. The Company will include all per diem monies owed from the previous Month in the payroll check issued closest to the sixteenth (16th) of the subsequent Month, in accordance with Section 3.Q.1. The amount paid as per diem shall be clearly identified on the payroll stub as per diem.

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Section 6

Moving Expenses

A. Eligibility

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

2. Duration of Eligibility

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

3. Moves from a Location other than a Domicile

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

B. Reimbursement

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

1. Shipment of Household Effects

Actual moving expenses from the old Domicile to the new Domicile for household goods up to twelve thousand (12,000) pounds, including shipping, full replacement insurance coverage, but excluding packing and unpacking. The Company has the right to control the method of shipping and the shipper, provided, however, that the shipper must accomplish the move at a time coincident with the moving days provided in paragraph B.3.a., below.

2. Automobiles

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

3. Moving Days

- a. A Pilot will be provided with consecutive days off to accomplish a move. One (1) day off will be provided to load, followed by travel days, and one (1) day off to unload. A day of travel will be considered three hundred and fifty (350) miles by the most direct Google Maps mileage. For example, a trip between MSP and DTW will require two (2) travel days.
- b. A Pilot will advise the Manager of Crew Planning of his request for moving days no later than the tenth (10th) of the month prior to the month in which he wishes to move in accordance with Section 25.F.2.c.ii. The timing of the move shall be by reasonable, mutual agreement between the Company and the Pilot, utilizing days during the month the Pilot requests to move. If the Company cannot accommodate the Pilot's request for moving days in the month the Pilot requests them, the Company will then arrange for the Pilot to be free from duty the following month, at a mutually agreeable time. Once the Company grants the moving days, the Pilot cannot be rescheduled to work on those days.
- c. The minimum monthly guarantee will not be affected by the moving days.
- d. The Company will reimburse a Pilot, his spouse, and children for meals and lodging for the time to travel to his new Domicile, and for up to three (3) days following arrival at the new Domicile, or the arrival of household effects, whichever comes first. In order to qualify for meals and lodging for three (3) days following arrival at new Domicile, a commercial mover must be used. Reimbursement for meals for each person will be the per diem specified in Section 5, except that children under ten (10) years of age will receive one-half (1/2) the per diem rate. Quality of lodging will be the same as used on overnights.

4. House Hunting

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

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

5. Leases

- a. If a lease is broken as a result of moving to a new Domicile and a penalty is incurred, the Company will pay any penalty for the month notice is

given and the following month. The Pilot must immediately notify any landlord of any notice of transfer.

- b. If a Pilot actually resides in his previous residence for part of the notice month, any Company obligation to pay the penalty for the notice month will be prorated by the days the Pilot lived in his previous residence over the number of days in the month.

6. Notice

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

7. Mobile Homes

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

8. Utilities

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

C. Receipts

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

D. Alternate Expenses

Nothing shall prohibit the Company and a Pilot from agreeing to an amount to be paid in lieu of the expenses in paragraph B., above.

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

1. No Change in Principal Residence

A Pilot completing Long Term Training that results in a transfer to a new Domicile (where the Pilot does not intend to change his principal residence) will receive his choice of one of the following:

- a. Five (5) days free from duty beginning with the first full Calendar Day after qualification in the new Position. Hotel accommodations and per diem will be provided during this five (5) day period. "Qualification" is defined as the

completion of OE for a First Officer, and as the completion of OE or FAA observation, whichever is later, for a Captain.

- b. Per diem and hotel accommodations for a period of two (2) consecutive weeks beginning on the day after qualification. The Domicile hotel will not be provided for any night(s) the Pilot is away from the Domicile.

2. Change in Principal Residence

If the Pilot completing Long Term Training is actually changing his principal residence, the normal moving day procedures as set out in paragraph B.3., above, excluding the first sentence of paragraph B.3.b., above, (request for moving days by the 10th of the month prior to the moving Month) will be followed. In this case, the Pilot will submit a moving day request to the Manager of Crew Planning as soon as possible after the Completion of Training. A Pilot has three (3) options for moving days in this scenario:

- a. If the Pilot wants to move in the same Month he completes training, there is no minimum advance notice required, and the Company will try to accommodate the Pilot's request. If the Company cannot accommodate the Pilot's requested moving days, the Company will then arrange for the Pilot to be free from duty for his requested moving days the following Month, provided such days do not overlap with any of the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas Eve, or Christmas Day.
- b. If the Pilot requests his moving days in the Month following the Completion of Training, the Pilot should attempt to give the Company at least a ten (10) day advance notice, and the Company will try to accommodate the Pilot's request. If the Company cannot accommodate the Pilot's requested moving days, the Company will then arrange for the Pilot to be free from duty for his requested moving days the following Month, provided such days do not overlap with any of the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas Eve, or Christmas Day.
- c. If the Pilot decides to move later than the Month in which he completes training, or the Month after he completes training, the notification provision as specified in the first sentence of paragraph B.3.b., above, will apply. A Pilot will be eligible for moving expenses for up to two (2) years after the commencement of line flying at the new Domicile.
- d. A Pilot shall be entitled to hotel and per diem from the beginning of the Month in which he has requested to move until he is granted moving days.

Example 1: A Pilot completes training on February 20. The Pilot desires to move in February so he submits a request for moving days on February 22-25. The Company advises the Pilot that they cannot accommodate the requested moving days so

the Pilot requests March 10-13, and the Company will accommodate the Pilot's requested moving days in March. The Pilot in this example would be entitled to hotel accommodations (in the new Domicile) and per diem from February 21 through March 9.

Example 2: A Pilot completes training on February 20. The Pilot desires to move in March so he submits a request on February 22 for moving days on March 10-13. If the Company could not accommodate the Pilot's requested days in March, then the Company will accommodate the Pilot's requested moving days in April. Assuming the Company could accommodate the Pilot's requested moving days in March, the Pilot would be entitled to hotel accommodations (in the new Domicile) and per diem from March 1 through March 9.

F. Domicile Changes Without a Training Event

1. No Change in Principal Residence

A Pilot changing Domiciles only, who is not actually changing his principal residence, will be provided with per diem and hotel accommodations for a period of two (2) weeks (commencing on the first day of assignment to the new Domicile) provided the Pilot makes such request by the 10th of the month prior to the Month he wishes to use such benefits. The Domicile hotel will not be provided for any night(s) the Pilot is away from the Domicile.

2. Change in Principal Residence

A Pilot who is changing Domiciles and actually changing his principal residence will be granted moving days in accordance with paragraph B.3., above. To be eligible for the provisions of paragraph B.3., above, the Pilot must submit a request for specific moving days to the Manager of Crew Planning by the 10th of the month prior to the Month the Pilot wishes to move. The Pilot may request moving days in the Month prior to his effective date, but not sooner. If the Company cannot accommodate the Pilot's requested moving days, the Company will then arrange for the Pilot to be free from duty for his requested moving days the following Month, provided such days do not overlap with any of the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, or Christmas Day. A Pilot shall be entitled to hotel and per diem from the beginning of the Month in which he has requested to move until he is granted moving days.

3. In any twelve (12) month period, a Pilot shall be entitled to use the benefits outlined in paragraphs F.1. and F.2., above, for a maximum of one (1) time less the total number of Domiciles in his Category. This maximum applies only to Domicile changes while the Pilot remains in the same Category. "Involuntary"

moves (as defined in paragraph A., above) will not count towards the maximum number of moves specified in this paragraph or paragraph F.4., below.

4. If the Company increases or decreases the number of Domiciles operating a specific aircraft, the maximum number of moves eligible for benefits would be adjusted accordingly. For example, if there are four (4) SF-340 Domiciles and if the Company adds another SF-340 Domicile, an SF-340 Pilot would be eligible for four (4) "Domicile change" moves in twelve (12) months. If the Company reduces the number of SF-340 Domiciles from three (3) to two (2), a SF-340 Pilot would be eligible for one (1) "Domicile change" move in any twelve (12) month period. This provision in no way limits the number of times a Pilot may change Domiciles; it limits only the number of times the Company will make the benefits available as outlined in paragraphs F.1. and F.2., above.

G. Request in Writing

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

H. Proof of Principal Residence Change

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

I. New Hire Pilots

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

Section 7 Vacations

A. Accrual

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

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

3. A Pilot will accrue vacation in accordance with his Longevity based upon the following schedule:

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

4. A Pilot hired on or before the fifteenth (15th) of the month will accrue vacation from the first (1st) of the month, and a Pilot hired after the fifteenth (15th) of the month will begin accruing vacation from the first of the following month.
5. Vacation will be taken in seven (7) day blocks with minimum Days Off prorated and rounded to the nearest whole number based on the amount of vacation days occurring in that month, in accordance with Appendix D. A Pilot may elect to have one Day Off pre-assigned to either or both end(s) of the vacation period. Such Days Off will be counted toward the Pilot's minimum monthly Days Off.

Such election must be submitted electronically to Crew Planning in accordance with paragraph E.2., below.

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

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

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

A Pilot who has accrued three (3) days or less will not be eligible to hold a vacation period for those days. However, if a Pilot is eligible to bid a vacation period pursuant to paragraph A.6., above, then the Pilot may attach the three (3) or less vacation days (on consecutive Calendar Days) to the beginning or end of any full vacation week(s) without regard to whether the adjoining period is open or not. The Pilot must designate the placement of these days when he bids his monthly schedule. A Pilot must advise the Company on the annual vacation bid form as to whether he wishes to attach the days to a vacation period, carry them over, be paid for the days, or bid for personal vacation days (PVDs). The Company will compensate Pilots for these days no later than January 1.

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

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

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

B. Pay Treatment

1. A Pilot will receive twenty-one (21) hours of Pay Credit for each full week of vacation. For the purpose of preferential bidding, a full vacation week will have a Schedule Credit value of twenty-four and one-half (24.5) hours with partial weeks prorated.
2. Each day of a partial year accrual will have a Pay Credit value of one-seventh ($1/7^{\text{th}}$) of the full vacation week value.
3. Personal vacation days will have a Pay Credit value of one-fifth ($1/5$) of the full vacation week value for each of the five day increments.
4. A Pilot who accrues three (3) or fewer days in a year and who elects to take them as PVDs will have a Pay Credit value of one-seventh ($1/7^{\text{th}}$) of the full vacation week value for each PVD.
5. A Pilot will be permitted to sell his vacation under the following circumstances:
 - a. The Company posts vacation cancellations, by Position, no later than 1200 CT on the 10th of the month.
 - b. A Pilot who wishes to sell his vacation must hold the same Position and period in which vacation is being canceled.
 - c. The number of Pilots permitted to sell their vacations, by Position, will not exceed the number of canceled vacations, by Position. If the number of Pilots who wish to sell their vacation exceeds the number of canceled vacations, the most senior Pilot(s) making the request will be permitted to sell vacation(s).
 - d. A Pilot may request to sell his vacation by submitting his request, in writing, to Crew Planning, by 1700 CT on the 11th of the month. The request should include the Pilot's name, Position, and the dates of the vacation he wishes to sell. In the Monthly Bid Package, the Company will announce the final vacation cancellation/sale results, including the names of the Pilots whose vacations are canceled, and the names of the Pilots who were awarded the right to sell their vacations. The total number of cancellations, by Position, will be reduced by the number of Pilots who have volunteered to sell their vacation.
 - e. A Pilot who is permitted to sell his vacation pursuant to these provisions will be compensated at the pay rate the Pilot would be entitled to if the Pilot actually took the vacation one (1) year from the date the Pilot submits the request. The Company will provide the payment for the vacation on the next pay check. A Pilot who sells his vacation will be entitled to designate an equal number of week(s) of his vacation in the next calendar year as inviolate, i.e. such weeks shall not be canceled by the Company.

C. Vacation Periods

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

D. Bidding

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

Example: MSP SF3 CA requires 30 vacation periods. The Company will post 52 biddable vacation periods on the annual vacation grid, at least one period per week. After the annual vacation award, 25 vacation periods were awarded. The Company will pull down 22 vacation periods. The five remaining vacation periods will be evenly reallocated throughout the year.

c. Staffing Increases

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

d. Staffing Decreases

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

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

leaving the Position in July, August, November, and December.

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

3. Annual Vacation Bid

- a. Pilots will bid between October 1st and October 15th for vacation to be used in the following year. Bids will close at 1700 hours Domicile time on October 15th. Pilots will be notified of the approval and dates of approval no later than November 1st.
- b. Bids and awards will be by Position and seniority. For the purpose of bidding and awarding vacation, a Pilot will be deemed to occupy a new Position, provided the award of such Position is published prior to October 1st (including the award of a Position for which the Pilot is bypassed). A bypassed Pilot may bid vacation in his current Position through the end of his bypass period and may bid vacation in his new Position commencing four (4) months after the end of the bypass period.
- c. A Pilot will bid his choices for each week of vacation. He shall be eligible to bid vacation earned by January 1st of the vacation year.
- d. A Pilot who does not use the vacation he has earned for that year will forfeit such vacation unless it is canceled, carried over, or paid off, pursuant to the provisions of this Section. In no other case will the Company pay a Pilot for unused vacation time, except as provided in paragraphs B.5., above, paragraphs I.4., K.2.c., and K.3.b., below, and Sections 13.F.8 and 25.G.4.e.

4. Monthly Bidding

- a. The Company will post the monthly vacation grid with the Early Bid package. This grid shall include all of the remaining months in the calendar year. A Pilot may bid to exchange previously awarded vacation

periods or unbid vacation time for available vacation periods, provided that the Pilot's bid does not create a conflict with a carry-in Trip or other preassigned duties such as Short/Long Term Training which carries into the new Month. The bid will close no sooner than conclusion of the Early Bid. Awards (which will include all months for the remainder of the calendar year) will be made in accordance with seniority and will be published in the Monthly Bid Package.

- b. The Company will announce all vacation cancellations (by indicating the name and Position of each Pilot who will have his vacation canceled) for the Bid Period in the Monthly Bid Package. Vacation scheduled during the Bid Period that is not canceled at the time the Monthly Bid Package is published shall not be subject to cancellation, unless the cancellation of vacations becomes necessary solely due to reasons beyond the control of the Company. Attrition will only be deemed to be beyond the control of the Company if it is not reasonably in line with the trailing twelve (12) months of attrition.
- c. Any vacation periods that remain unassigned at the time the Monthly Bid Package is published are no longer available for bid with full weeks of vacation. However, such periods will remain open for Pilots to bid PVDs during the PVD bid in accordance with paragraph D.5., below, and will be awarded in accordance with seniority, or during the Bid Period. PVD awards during the Bid Period shall be awarded on a first-come, first-served basis.
- d. The Company must award PVDs when an open period exists, but such PVDs are subject to cancellation in accordance with paragraph I.7., below. If a Pilot's PVDs are canceled, the Pilot shall receive written notice of the cancellation prior to the date upon which the PVDs were to be taken.
- e. The Company may award PVDs even if weekly vacation has been canceled in the same Position.
- f. The Company will update and electronically publish the vacation grid so that when a Pilot leaves his Position, all of his remaining awarded vacation will be converted to open periods on the grid, unless: 1) the vacation periods are reduced in accordance with paragraph D.2.d., above; or 2) a Pilot retains his previously awarded vacation period(s) in accordance with paragraphs K.1. and K.2., below.
- g. The Company will post a monthly vacation bid form along with the vacation grid on the Company website.

5. Personal Vacation Days (PVDs)

- a. A Pilot may bid one (1) week of vacation in five (5) daily increments. When used in daily increments, a week of vacation shall be considered to equal five (5) days of work. Such days are applied to days of work only. For example, a Pilot who uses two (2) PVDs in April only has three (3)

PVDs remaining. Bids for PVDs within open vacation periods must be awarded, until any five (5) days within that period are filled. Awarding of additional PVDs is at Company discretion.

- b. A Pilot bidding for an entire vacation period will be awarded the period before PVDs are awarded, regardless of the relative seniority of the bidding Pilots.
- c. A Pilot may bid for PVDs during the PVD bid. Awards will be made in accordance with seniority.
- d. Bids for PVDs after the close of the PVD bid must be submitted at least forty-eight (48) hours in advance, and will be awarded on a first-come, first-served basis.
- e. One day of vacation must be used to cover each Calendar Day of any Trip a Pilot wishes to drop. A Continuous Duty Overnight will require a Pilot to use two (2) days.
- f. Trips will not be split to accommodate PVDs.
- g. A Pilot will be compensated for unused PVDs which number less than five (5) days at the end of the vacation year.

E. Vacation Shifts and Attached Days Off

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

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

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

during the Early Bid for the July Bid Period (which occurs in June).

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

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

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

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

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

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

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

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

1. The Pilot desires to attach a Day Off on July 2nd. He must notify the Company of his choice during the Early Bid for the June Bid Period (which occurs in May).
2. The Pilot desires to slide his vacation to commence on June 30th. He also desires to attach a Day Off to both ends of his Vacation. He must notify the

Company of his choice during the Early Bid for the June Bid Period (which occurs in May).

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

F. Retirement

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

G. Resignation, Termination and Furlough

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

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

I. Vacation Cancellation

- 1. Vacation cancellations will occur in inverse order of seniority, except that vacations awarded in the initial vacation bid will not be canceled until all vacations subsequently awarded for concurrent periods are canceled. If an awarded vacation is canceled by the Company, the Pilot can elect to either:

- 1) bid on any subsequent monthly vacation bid, or 2) carry the vacation over until the following year, or 3) be paid for the canceled vacation.
 - a. A Pilot may not have more than one (1) vacation period (one (1) period or consecutive periods) canceled in any one (1) year.
 - b. If a Pilot has consecutive vacation periods and the Company cancels any one of the periods, the Pilot may elect to have the consecutive periods canceled. If the Pilot has consecutive scheduled days of vacation, and the Company cancels any of such days, the Pilot may elect to have all such days canceled.
 - c. Once a canceled vacation is rescheduled, it may not thereafter again be canceled by the Company. Pilots rebidding canceled vacation must designate such week(s) as inviolate within seven (7) days of the award.
2. A Pilot whose vacation is canceled (either weekly or daily) before the close of the Monthly Bid shall have the day(s) of vacation Planned Activity removed from their schedule.
3. A Pilot whose vacation is canceled after the close of the Monthly Bid will be notified of a replacement schedule as soon as practical, and will be scheduled in accordance with Section 25 and the following:
 - a. Regular and CDO Line Holders

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

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

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

6. A Pilot whose vacation is canceled by the Company will be reimbursed for any non-refundable payments made in reliance on his awarded scheduled vacation. A Pilot must submit documentation of the payments at the time of cancellation of a vacation, and the Company will be entitled to attempt recovery of such amounts.
7. When necessary, the Company may cancel awarded PVDs. PVDs must be canceled prior to cancellation of any awarded weekly vacation. If the canceled PVDs are not used by the Pilot during the remainder of the year, the canceled PVDs may be carried over until the following year.

J. Overlap

1. Duty Assignment

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

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

K. Effect of Change in Status, Equipment or Domicile

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

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

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

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Section 8 Deadheading

A. Pay Treatment

1. A Pilot who is required to deadhead by air on an Airline flight will be credited with flight time equal to seventy-five percent (75%) of either the scheduled marketing time or Block Time, whichever is greater.
2. A Pilot who is required to deadhead by air on a non-Airline flight will be credited with flight time equal to seventy-five percent (75%) of the flight's scheduled time.
 - a. If a Pilot's deadhead flight immediately prior to entering rest is diverted, delayed, or has some other significant effect on the Pilot obtaining minimum required rest, his schedule will be adjusted accordingly to show proper release time. The Pilot must advise Crew Scheduling as soon as possible.
 - b. Flight credits will be adjusted to Block Time for diversions, or flights operating fifteen minutes or more over scheduled Block Time, if requested by the Pilot within fifteen (15) days of the deadhead event. All requests shall be addressed to Crew Scheduling.
3. A Pilot who is required to deadhead by surface transportation will be credited with flight time equivalent to seventy-five percent (75%) of the time en route as determined by Google Map travel time.

For surface transportation between the JFK and LGA airports a fixed en route time of sixty (60) minutes has been established.

B. Mode of Transportation

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

C. Deadhead Assignments

1. When the Company requires a Pilot to deadhead, the Pilot will be booked on a positive space basis.
2. When the Company schedules a Pilot to deadhead to begin his Trip, training or involuntary TDY assignment, the designated deadhead flight will be the last flight prior to the beginning of the assignment. Except as provided for in paragraph C.3., below, when the Company schedules a Pilot to return to his Domicile on a deadhead flight to complete his Trip, the designated deadhead flight will be the first flight after the Pilot's flight, training, or involuntary TDY assignment ends. The Company will provide air transportation from the point of duty. The Company will provide positive space air transportation to a Pilot's home airport upon request, provided such transportation is permitted by pass agreement.
3. A Pilot who is deadheading to a flight assignment shall be scheduled or rescheduled using the legal connection time plus thirty (30) minutes. A Pilot who is deadheading from a flight assignment shall be scheduled or rescheduled using the legal connection time plus fifteen (15) minutes. A Pilot who completes a deadhead and is connecting to another deadhead flight shall be scheduled using the legal connection time. If a Pilot becomes available for an earlier deadhead flight, the Company will amend the Pilot's schedule, provided the flight is available and time permits, with the Pilot's consent.
4. The Company will post on the website the legal connection times (as determined by the applicable code sharing partner) for all airports served. Connection times other than legal connection times may be used by mutual agreement of the Company and Association members of the PBS Committee
5. A Reserve Pilot on an operational assignment may be scheduled to receive a rest period prior to his next assigned deadhead. Paragraph C.2., above, will apply to a Reserve Pilot on training or involuntary TDY assignments.
6. If a deadhead is the only remaining assignment prior to release, upon completion of the last operated segment, the Pilot may request to be released from the deadhead assignment(s). If no further assignments are reflected on the Pilot's calendar at that time, the Company will grant such release, and the Pilot will not be paid for such deadhead assignment(s).

D. Deadheads on Flights Over 3.5 Hours Long

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

Section 9

Miscellaneous Flying

A. Currency

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

B. Test Flights

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

C. Functional Check Flights

1. A Pilot will not be required to operate a flight for the purpose of checking the operation of a major aircraft system that may have appreciably changed the aircraft's flight characteristics or that substantially affects its operation in flight. A Pilot who declines such a flight will not be disciplined nor will the event be considered for any subsequent progressive discipline.
2. A Pilot will not be required to perform functional check flights other than those described in paragraph C.1., above, which, in the judgment of the Pilot, given all the circumstances, cannot be performed safely.
3. The Pilot considering the refusal of a functional check flight as set forth in paragraphs C.1. and C.2., above, may, at the Pilot's request, be contacted by a management representative.
4. The management representative must be qualified in the aircraft in order to be authorized to confer about the flight in question.
5. A Pilot's refusal to operate a functional check flight, as described in paragraphs C.1. and C.2., above, may be reviewed by the Chief Pilot. Allegations of unjustified refusals will be reviewed and addressed appropriately.

D. Maintenance Ferry Flights

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

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Section 10
Transfer To / From Management / Supervisory Position

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

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Section 11

Training and Testing

A. Scheduling Provisions

1. General

a. Ground Training Limitations

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

b. Prohibited Days

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

- iii. Neither a Checkride, PV, nor recurrent flight training will be scheduled during or within the seven (7) days following a Pilot's vacation. The seven (7) day provision is deemed waived if in the Base Month prior to the Grace Month, the Pilot bids and is awarded monthly vacation for the Grace Month. Short Term Training will not be scheduled during a Pilot's vacation.

c. Flying/Reserve Limitations

- i. A Pilot will not be scheduled for flight or reserve duty (excluding deadhead) during the same Duty Period in which he is scheduled for a Checkride, PV, MV, recurrent flight training, Recurrent Training, or Long Term Training.
- ii. Special Event Training or Special Use Airport Qualification Training
 - (a) A Pilot may be scheduled for flight or reserve duty during the same Duty Period in which he attends Special Event Training or Special Use Airport Qualification training of four (4) hours or less, provided the Pilot's total Duty Period does not exceed ten (10) hours.
 - (b) A Pilot may be required to fly or be on reserve either before or after this training, but not both. In addition, if the total Duty Period is greater than four (4) hours, a reasonable meal break will be provided at an appropriate time.
 - (c) A Pilot may be scheduled for flight or reserve duty during the same Duty Period in which he attends Special Event Training, or Special Use Airport Qualification training that occurs at the airport during his originally scheduled Duty Period, provided the originally scheduled Duty Period is not extended to accommodate the training.
- iii. A reserve, time available , or Long Call Available Pilot may be assigned to serve as the Pilot Monitoring (PM) during a training or checking event, provided his total duty day does not exceed ten (10) hours. The Company must notify the Pilot as far in advance as possible of his PM assignment. The Company will attempt to minimize the number of different training partners that a Pilot in training will have. (Example: A Pilot is in training and needs a PM for four lessons in a row. The Company will use a Reserve Pilot with four days of availability to cover the PM assignment, if one is available.) The Company shall make a bidding preference available in PBS that will allow Pilots awarded Reserve Lines to volunteer for PM assignments. Upon request, the Company will provide the Pilot with ground transportation between the airport and the training facility. A Pilot will not be removed from a Trip, be

assigned (pursuant to Section 25.H) or be extended (pursuant to Section 25.I.) to perform PM duties.

d. Simulator Limitations

i. Prohibited Times

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

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

iii. Training – Time Limitations

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

iv. Checking – Time Limitations

No Pilot shall be scheduled for or exceed five (5) hours in a flight simulator in any Duty Period. However, if retraining, simulator malfunction, or other unforeseen event has occurred during the session, then the actual simulator time may extend beyond five (5) hours, but will not exceed five and one-half (5.5) hours. A Pilot will not perform PF or PM duties in the simulator for more than one complete crew's (2 Pilots) Checkride, recurrent flight training, LOFT, or MV in any Duty Period. For simulator sessions scheduled in excess of three (3) hours there shall be an appropriate break during the session.

e. Aircraft Limitations

i. Maximum Period

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

ii. Limitation on Number of Pilots

(a) Any flight training and checking in the aircraft will be restricted to a maximum of two (2) Pilot trainees (not including instructors) at one time during the event. This paragraph is not applicable to transporting Pilot trainees to a training location. The following exceptions to the two (2) Pilot trainee limitation will apply:

(b) When conducting Special Use Airport Qualification training, such as Aspen training, the Company may use the first approach for training with more than two (2) Pilots (not including instructors) in the aircraft, provided the approach terminates in a full stop landing. After this landing, all trainees in excess of two (2) trainees will be deplaned until just prior to the final take-off. The final take-off may also be used for training with more than two (2) trainees in the aircraft.

2. Short Term Training

a. Notice for Short Term Training and Checking

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

ii. Special Use Airport Qualification Training

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

b. Bidding for Short Term Training

i. In the Early Bid Package, the Company will provide a list of all Pilots who require Short Term Training events; the type of event required by each; and a list of all available Short Term Training events. A Pilot will be permitted to bid for Short Term Training events by Position and event during the Early Bid. In accordance with Section 2.MMM., a Proficiency Check shall be considered to be a Short Term Training event, whether an oral is included or not.

All PC's, regardless of whether an oral is included, shall be deemed to be the same "event."

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

- (a) Time Off Requests:

- 1. Weekends Off
 - 2. Day Of Week Off
 - 3. Partial Day Of Week Off
 - 4. Specific Date Off
 - 5. Partial Date Off
 - 6. Period Of Days Off
 - 7. String Of Days Off

- (b) Short Term Training Event Requests

- 1. Desire/Avoid Training During Weekends
 - 2. Desire/Avoid Starting Training On/Between Dates
 - 3. Desire/Avoid Training On Day of Week
 - 4. Desire/Avoid Training On/Between Dates
 - 5. Desire/Avoid Starting/Ending Training Before/After/Between Times
 - 6. Desire/Avoid Training Between Times

- iii. Conflicts With Vacation

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

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

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

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

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

c. Notification of Short Term Training

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

d. Schedule Integration of Short Term Training Event

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

(a) Regular, CDO and Reserve Lines

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

(b) Build-Up Lines

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

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

A Pilot who is notified of the specific dates of his Short Term Training event after the close of the Monthly Bid shall not normally have the event placed on any awarded Days Off. If the Pilot consents to have the event placed on an awarded Day Off, he will be entitled to a Compensatory Day Off for each Day Off affected by the event. If the Pilot does not consent, and the Company places a Short Term Training event on an awarded Day Off, the Pilot shall receive a Pay Credit for the event at 150% of his pay rate, and shall be entitled to a Compensatory Day Off for each Day Off affected by the event. The award of Compensatory Days Off and 150% pay under the terms of this paragraph apply only in circumstances where the assignment was due to no fault of the Pilot.

e. Canceled or Postponed Training

i. Should the Company choose to reschedule a Pilot for a canceled or postponed training event and the Early Bid has not closed, the Pilot will be able to bid for the event, provided the Company speaks to the Pilot to advise him of the Short Term Training prior to the close of the Early Bid and provided the Pilot has the ability to amend his PBS bid prior to the close of the Early Bid.

ii. If training is postponed or canceled prior to the close of the Monthly Bid, the Pilot shall be notified by the Company so he can bid accordingly.

iii. If training is postponed or canceled after the close of the Monthly Bid, the affected Pilot will be returned to the schedule he would have had if the training had not been integrated into his schedule, if possible. If it is not possible, the Pilot may be reassigned to other flying on scheduled days of work only. If there is no flying to

be assigned, the Pilot may be placed on Long Call Available. A Pilot will be advised of his schedule when the training is delayed or canceled.

- iv. Should the Company choose to reschedule a Pilot for a canceled or postponed training event after the Final Line Awards, a Pilot shall have his schedule adjusted so as to maintain the Days Off the Pilot would have had if the training had not been rescheduled.

3. Long Term Training

a. Sequencing of Trainees

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

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

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

- ii. Should a Pilot's training partner encounter difficulties or deficiencies that might delay training, the Company will use its best efforts to substitute experienced partners to conclude training on schedule.
- iii. If there is a disruption to the training schedules awarded to the Pilots pursuant to paragraph A.3.a., above, such that Pilots must be re-sequenced to complete their training and the re-sequencing results in a delay of training that is one (1) week or longer, the Pilots will be rescheduled to complete their training prior to Pilots in any subsequent training class completing simulator training for the same Category. If a Pilot in an earlier (disrupted) class does not complete training before a Pilot in a subsequent class, he shall be treated as a bypassed Pilot in accordance with Section 24.I. and pay protected in the Category for which he is training, beginning at the time any Pilot in any subsequent training class completes training for the same Category. However, a Pilot will not be entitled to bypass pay if the reason he did not complete training before a Pilot in a subsequent class was because of his own difficulties in training, nor will he be entitled to bypass pay for

any period during which he was on a leave of absence or otherwise unavailable for training, in accordance with Section 24.I.

- iv. A Pilot whose training is disrupted for any reason will be re-sequenced back into training no later than the next scheduled training class which has not been awarded simulator schedules, but in no case later than ninety (90) days after the Pilot is available for training.

b. Ground Training

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

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

- (b) If, due to unforeseen circumstances, a day of Ground Training must be canceled because the training cannot be

conducted, the trainees will be given that day off, and one (1) previously scheduled day off may be converted to a day of Ground Training to make up for the time lost.

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

c. Oral Examination

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

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

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

Example 3: A Pilot was off on Sunday. A Pilot has attended simulator training on Monday to

Wednesday. The Company may schedule a mandatory oral preparation class on Thursday or schedule Thursday as a day off. The soonest the oral could be scheduled would be Friday.

d. Simulator Training

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

e. Operating Experience (OE)

- i. OE will be assigned to Pilots by Category within a class, on a seniority basis, provided those Pilots are available for their first assignment on the same date.
- ii. A Pilot will receive two (2) Days Off in his Domicile immediately prior to commencing OE, unless the Pilot notifies the Company that he wishes to waive this provision. This paragraph shall not be construed to require the Company to provide additional Days Off if a Pilot has received at least two (2) Days Off in his Domicile prior to LOFT/Checkride, but following his Checkride, or if the Pilot has received at least two (2) Days Off in his Domicile following an unsatisfactory Checkride.

f. Cancellation or Postponement of Training

If training is postponed or canceled after the Final Line Award, the affected Pilot will be handled in accordance with the following provisions:

- i. A Pilot will be returned to the schedule he would have had if the training not been integrated into his schedule, if possible. If the Pilot's original Trips have been built into another line, the Pilot may be reassigned to other flying on the days he would have worked had the training not been integrated into his schedule. If there is no flying to be assigned, the Pilot may be placed on Long Call Available.
- ii. A Pilot whose Long Term Training event is canceled or postponed and who has not been awarded a schedule will be scheduled for four (4) days of work and three (3) days off in any seven (7) day period. The Days Off shall be consecutive. Shorter periods will be prorated. A Pilot will be advised of his schedule when the training is delayed or canceled. If there is no flying to be assigned, the

Pilot may be placed on Long Call Available in accordance with Section 25.H.6.

g. Flying While in Long Term Training

- i. A Pilot in training will not be required to perform any flight duty (other than flight training) after the "Systems" portion of Ground Training has commenced. Prior to the commencement of "Systems," a Pilot in training will only be required to perform flight duty to prevent the cancellation of a flight.
- ii. A Pilot who enters Upgrade/Downgrade Training and who is scheduled for time off between Ground Training and flight training may elect to pick up Trips or reserve periods during such time off, provided that the Pilot is upgrading/downgrading in the aircraft he was flying immediately prior to entering training. In addition, any Pilot who is scheduled for time off prior to commencing the "Systems" portion of Ground Training may elect to pick up Trips during such time off. Any flying that the Pilot adds will be credited over and above the monthly guarantee and will be paid at the premium rate.
- h. When a Pilot is scheduled for two (2) or more consecutive days off during Long Term Training pursuant to this Section 11.A.3., the Pilot will have the option of using positive space travel to and from his Domicile or remaining at the hotel, at Company expense.

B. Training Progression

1. Pilot Training Review Board ("PTRB")

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

2. PTRB Duties and Responsibilities

- a. When a Pilot has an unsuccessful validation or checking event, or when a Pilot fails to receive a sign off or recommendation in training, the PTRB will review the documentation, review the Pilot's training and performance history, and interview the Pilot to get his assessment of the situation. By unanimous decision from the PTRB, they will then dictate the specific training the Pilot will receive prior to his second attempt to qualify or to continue training.
- b. If a Pilot fails to successfully complete a second attempt at a validation or checking event or fails to receive a sign off or recommendation following completion of PTRB-recommended training and an Assessment Ride, the

Pilot shall return to the PTRB. The PTRB will review the second failure or additional training to ensure it was conducted fairly, consider any other information the Pilot may present, and then by unanimous decision may do any of the following:

- i. recommend that the Pilot be given additional training and a third check ride (separate from paragraph 6., below); or
- ii. recommend that the Pilot be Released from Training; or
- iii. if the Pilot elects not to, or is ineligible to, exercise his right under paragraph 6., below, make a recommendation to the Director of Flight Operations or his designee regarding how the Pilot should be treated.

c. The PTRB process shall not apply to new hire Pilots.

3. Oral Examination, Written Examination, and Procedures Validation ("PV")

- a. A Pilot who is unsuccessful in completing a written test, oral test, or PV on the first attempt shall, at his option, either:
 - i. be Released from Training, or
 - ii. be referred to the PTRB as provided in paragraph B.2.a., above.
- b. A Pilot who is unsuccessful on a second attempt to complete a written test, oral test, or PV shall be referred to the PTRB as provided in paragraph B.2.b., above, then at his option either:
 - i. accept the PTRB recommendation, or
 - ii. be Released from Training, or
 - iii. exercise his rights set forth in paragraph B.6.b., below.

4. Short Term Training

- a. A Pilot who fails a Checkride or Line Check on the first attempt shall be referred to the PTRB as provided in paragraph B.2.a., above.
- b. A Pilot who fails to receive a sign-off after additional flight training dictated by the PTRB and an Assessment Ride, or who fails a second Checkride or Line Check, shall be referred to the PTRB as provided in paragraph B.2.b., above, then at his option either:
 - i. accept the PTRB recommendation, or
 - ii. exercise his rights set forth in paragraph B.6.c., below, or
 - iii. If the Pilot is a Captain, he may be given a First Officer Checkride or MV and LOE, as applicable. Prior to taking this check, the Pilot

will be provided training as provided by the PTRB. If he successfully completes this check, he will be assigned to a First Officer position (at the applicable First Officer Pay rate) in the same Domicile in which he held the Captain's position for a period of 12 months. Following the 12 month period, the Pilot may be awarded a Captain position. (The Pilot may bid to change Domiciles as a First Officer during this period). When the Pilot is awarded a new Position, he will be treated as a regular candidate.

- c. A Pilot who is not successful in completing RFT will be given either additional RFT or a Checkride. This Checkride will be considered to be the initial Checkride pursuant to paragraph B.4.a., above.

5. Long Term Flight Training

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

(a) accept the PTRB recommendation, or

(b) be Released from Training, or

(c) if the training is not for a Captain position, exercise his rights set forth in paragraph B.6.d., below.

- d. A Pilot who does receive a sign-off after receiving the average number of Initial Flight Training Sessions described in paragraph B.5.b., above, or the additional Flight Training Sessions and/or Assessment Ride described in paragraph B.5.c., above, but then fails the first Checkride shall be referred to the PTRB as provided in paragraph B.2.a., above. The Pilot may accept the PTRB recommendation, or be Released from Training.
- e. If a Pilot who failed the first Checkride does not receive a sign-off after receiving additional retraining recommended by the PTRB and an Assessment Ride, the Pilot shall be referred to the PTRB as provided in paragraph B.2.b., above, then at his option:
 - i. accept the PTRB recommendation, or
 - ii. be Released from Training, or
 - iii. if the training is not for a Captain position, exercise his rights set forth in paragraph B.6.e., below.
- f. A Pilot who, after failing the first Checkride, receives a sign-off after receiving additional retraining recommended by the PTRB and/or an Assessment Ride will take a second Checkride. If the Pilot fails the second Checkride, he shall be referred to the PTRB as provided in paragraph B.2.b., above, then at his option either:
 - i. accept with the PTRB recommendation, or
 - ii. be Released from Training, or
 - iii. if the training is not for a Captain position, exercise his rights set forth in paragraph B.6.e., below.

6. Option for Additional Training or Checking

a. General

- i. A Pilot may elect to utilize a third opportunity to successfully complete a Checkride / training event as described in paragraph B.6.b. through B.6.e., below. A Pilot may utilize a third opportunity only once during any Program. However a Pilot who is given a third opportunity by the PTRB will not be considered to have used his option for a third opportunity. For the purposes of paragraph B.6, "Program" shall refer to all of the training and checking events that occur between the start of the specific STT or LTT and the final qualification or requalification event of that STT or LTT. For

example, a STT recurrent qualification Program under AQP includes a written exam, MV, and LOE. Non-AQP recurrent qualification may include a written exam, oral exam, and PC or RPT (RFT or LOFT).

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

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

- ii. After utilizing the third opportunity, the Pilot will only have two opportunities to successfully complete flight training/checking or Checkrides in subsequent STT/LTT Programs until the Pilot succeeds in passing three (3) consecutive STT/LTT Programs without any intervening failures. Once that occurs, the Pilot will again be afforded the option of the third opportunity.
- b. A Pilot who fails to successfully complete a second written test, oral test, or PV referred to in paragraph B.3.b., above, shall have the right to opt for a third written test, oral test, or PV. If the Pilot fails to successfully complete that test, he shall be handled at the Company's discretion.
- c. A Pilot who fails to receive sign-off after receiving additional flight training referred to in paragraph B.4.b., above, or who fails a second Checkride as referred to in that paragraph, shall have the right to opt for the PTRB recommended training. If the Pilot fails to receive sign-off after the additional flight training, he shall be handled at the Company's discretion.
- d. A Pilot who fails to receive a sign-off for a first Checkride as referred to in paragraph B.5.c.ii., above, shall have the right to opt for the PTRB

recommended training. If the Pilot fails to obtain a sign-off following additional training, he shall be handled at the Company's discretion.

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

C. Freeze Following a Failure

A Pilot who fails to successfully complete Long Term Training and who returns to his prior position may not be awarded a voluntary bid for a new Category with a class date sooner than twelve (12) months from the date he requalified in his prior position. A Pilot who fails to successfully complete a second or subsequent Long Term Training event for qualification in the same Category may not be awarded a voluntary bid for a new Category with a class date sooner than eighteen (18) months from the date he requalified in his prior position.

Example: A Pilot is unsuccessful in upgrading to SF-340 Captain. He attempts to upgrade again 12 months later, and is not successful. The Pilot must wait 18 months before again attempting the SF-340 Upgrade.

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

1. A Captain or First Officer Displaced to another Position who fails to qualify in the new position will be entitled to select one (1) of the following options prior to any job jeopardy event:
2. Return to his former Category, provided the aircraft is anticipated to remain on the property for at least sixty (60) days, and provided the Pilot has sufficient seniority to hold such Position, or
3. If the Pilot being Displaced is training for a First Officer position, he will be afforded additional training as provided by the PTRB, and given the opportunity to take a third Checkride.
4. If the Pilot being Displaced is training for a Captain position, he will be afforded two (2) Flight Training Sessions to qualify him as a First Officer, and given a First Officer Checkride(s) in the aircraft to which he has been Displaced. A Pilot who successfully completes the First Officer Checkride shall remain as a First Officer in that Category for a period of one (1) year, but may be awarded any Vacancy which opens thereafter. (The Pilot may bid to change Domiciles as a First Officer during this period.) When the Pilot is awarded a new Position, he will be handled in accordance with Section 24.

E. Scheduling of Checking and Retraining

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

F. Withdrawals from Training

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

G. Notification of Failures to Association Training Committee

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

H. Instructor Changes

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

I. Timely Scheduling of Training Events

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

J. Flight Simulator

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

2. Warm-Up

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

3. Videotape

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

4. PM in the Simulator

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

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

K. Video, Computer, or Other Training

1. Assignment of Training While on Duty

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

2. Assignment of Home Study Training

- a. The Company may assign FAA approved or Company-required Home Study training to a Pilot. If the Company wishes to implement a program that requires a Pilot to engage in Home Study Training that exceeds 5.7 hours in a Month, the parties will meet and agree to the terms prior to implementation.
- b. Except as provided in Section K.2.d.ii.(d), below, the Company will assign only Home Study pertinent to the crewmember's duties and responsibilities as an airline Pilot.
- c. Recurrent Home Study Training
 - i. Except for a Pilot returning from leave, a Pilot will normally be permitted the period from the 1st of the month prior to the Base Month thru the 25th of the Grace Month to complete Home Study associated with Recurrent Training.
 - ii. A Pilot who has not completed the recurrent Home Study by the 25th of the Grace Month will be removed from flying status on the first day of the following month without pay, including any carry-out legs on the last day of the Grace Month, and will be considered unqualified. This removal does not constitute disciplinary action.
 - iii. For each additional day the training has not been completed, the Pilot will continue to be removed an additional day.
 - iv. For the first sixteen (16) program hours, a Pilot will be paid the greater of either one (1) hour or fifty percent (50%) of the FAA credit hours. If no FAA credit hours exist, the Pilot will be paid the greater of either one (1) hour or fifty percent (50%) of the time required to complete the training as determined by the PTRB.
 - v. Program hours in excess of sixteen (16) hours will be paid at one hundred percent (100%).
 - vi. Recurrent Home Study credits will be paid in addition to a Pilot's monthly guarantee.
 - vii. A Pilot will not receive credits for remedial recurrent Home Study training.
- d. Non-Recurrent Home Study Training
 - i. Long Term Training:
 - (a) A Pilot in Long Term Training will be paid for Home Study training the greater of either one (1) hour or fifty percent

(50%) of the time required to complete the training as determined by the FAA or PTRB.

- (b) A Pilot will be afforded a number of days free from duty to accomplish the training equal to the allocated program hours divided by 5.7 rounded up to the next whole number.

ii. Non-Long Term Training:

- (a) The Company will not schedule more than two (2) program hours of Non-Recurrent Non-Long Term Home Study in a Month.

- (b) The Company will not schedule more than twelve (12) program hours of Non-Recurrent Non-Long Term Home Study in a calendar year.

1. The first six (6) program hours of Non-Recurrent Non-Long Term Home Study will be credited at fifty percent (50%) of the FAA/PTRB credit hours.
2. Non-Recurrent Non-Long Term Home Study credit in excess of six (6) program hours will be credited at 100%.
3. Non-Recurrent Non-Long Term Home Study credit shall be paid in addition to a Pilot's monthly guarantee.

- (c) Notwithstanding paragraphs K.2.d.ii.(a) and K.2.d.ii.(b), above, should the Company be required to implement a course by a regulatory agency which exceeds the two (2) program hours per Month or twelve (12) program hours per calendar year, the FAA/PTRB credit hours in excess of the two (2) program hours per Month or twelve (12) program hours per calendar year will be credited at one hundred percent (100%). This credit shall be paid in addition to a Pilot's monthly guarantee.

- (d) Notwithstanding paragraphs K.2.a. through K.2.d.ii.(c), the Company may assign professional or personal development Home Study training as a corrective measure to an individual Pilot(s) as the result of an investigation or disciplinary action. A Pilot will be paid the greater of either one (1) hour or fifty percent (50%) of the time required to complete the training, as determined by the PTRB. This credit shall be paid in addition to a Pilot's monthly guarantee.

L. General

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

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

5. Meal Breaks

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

M. Duty and Rest Provisions – Training and Checking

1. Duty and Rest Provisions – General

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

2. Maximum Duty Period

- a. A Pilot's actual Duty Period will not exceed fourteen (14) hours.
 - i. Short Term Training and Checking (including RFT)
 - (a) A Pilot will not be scheduled to be on duty in excess of fourteen (14) hours in any Duty Period.
 - (b) If any part of the Pilot's Duty Period falls between midnight and 0600, the Pilot will not be scheduled to be on duty in excess of twelve (12) hours in that Duty Period.
 - ii. Long Term Training and Checking

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

- (a) If any part of the Pilot's Duty Period falls between midnight and 0600, the Pilot's Duty Period will not be scheduled to exceed ten (10) hours.
- (b) A Pilot's Duty Period will not be scheduled to exceed ten (10) hours during Ground Training unless the Pilot is scheduled for hands on training pursuant to paragraph A.1.a.iv., above.

3. Rest Provisions

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

- i. Short Term Training and Checking (including RFT)

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

- ii. Long Term Training and Checking

- (a) A Pilot will be scheduled for a minimum of twelve (12) hours of rest between Duty Periods.

- (b) One time during each consecutive sequence of days involving simulator training, a Pilot can be scheduled for ten (10) hours of rest between Duty Periods. A Pilot may agree to exceed this one time limitation.
- (c) A Pilot will actually receive at least ten (10) hours of rest between Duty Periods. A Pilot who is in training in his Domicile will be offered a hotel room at Company expense if he actually receives less than twelve (12) hours of rest.

Section 12

Hours of Service

A. Pilot Contacts

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

B. Report On/Off Times

1. Report time at the Pilot's Domicile will be one (1) hour before scheduled departure time. Report off at the Pilot's Domicile will be fifteen (15) minutes after block-in.
2. Report time at all locations other than the Pilot's Domicile will be thirty (30) minutes before scheduled departure time. Report off at all locations other than a Pilot's Domicile will be fifteen (15) minutes after block-in.
3. Build-Up Line holders who are not on a reserve assignment and Regular Line holders will not be required to "check out" upon completion of a scheduled or a rescheduled Trip.

C. FAR Changes

In the event that flight time limitations and required rest periods for Pilots as set forth in the Federal Aviation Regulations are altered or amended by the appropriate government agency, conferences may be initiated by either the President of the Company, the President of the Association, or the MEC Chairman for the purpose of discussing how such alterations or amendments will be applied to the Company's operations.

D. General Limitations

A Pilot shall not be scheduled, rescheduled, or assigned for more than thirty (30) Block hours in seven (7) consecutive days, one hundred (100) Block hours in a month and one thousand (1,000) Block hours in a calendar year. In addition, a Pilot will not be scheduled or rescheduled for less than one (1) Day Off in any seven (7) consecutive day period, unless the Pilot agrees otherwise.

E. Minimum Days Off

A Pilot will have a minimum of eleven (11) Days Off in Domicile in each Bid Period. A Pilot may, at his option, add duty that results in his having no fewer than three (3) days below his awarded Days Off in a Bid Period.

F. Rest

1. Scheduled Domicile Rest

A Pilot at his Domicile will not be scheduled or rescheduled for less than eleven (11) hours of rest between Duty Periods. However, if the Duty Periods before and after the rest period are CDOs, a Pilot at his Domicile will not be scheduled or rescheduled for less than ten (10) hours of rest between the CDOs. If the inbound arrival on the last flight on the preceding Duty Period is delayed, the rest period may be reduced to nine (9) consecutive hours.

2. Scheduled RON Rest

A Pilot will be scheduled for a minimum of nine (9) hours of rest between Duty Periods at all locations other than his Domicile. However, with the approval of the Association Scheduling Committee, the minimum rest period away from Domicile may be scheduled for less than nine (9) hours. Such approval will be made on a monthly basis and will be hotel specific.

3. Reduced Rest

A Pilot at an outstation who is scheduled for a reduced rest overnight will be scheduled for no more than twelve (12) hours of duty on the following day.

4. Rest for a Pilot Rescheduled to Overnight in Domicile

A Pilot who is scheduled to overnight at an outstation but who is rescheduled to overnight in his Domicile will be offered the opportunity to stay, at Company expense, at a hotel in the airport vicinity if the rest period is scheduled for or actually results in less than ten (10) hours of rest between Duty Periods.

5. Minimum Rest at Hotel

If, upon arrival at the lodging facility, excluding stops for food, shopping, etc., less than the Pilot's minimum required rest period minus fifteen (15) minutes remains before the Pilot's next report time, such report time shall be delayed in order to provide the Pilot at least his minimum required rest period minus fifteen (15)

minutes between his arrival at the lodging facility and his adjusted report time. The Pilot shall notify Crew Scheduling to coordinate the adjustment of his rest period.

Example: A Pilot has a minimum rest requirement of 8 hours. Although his release time to report time indicates 8 hours, if his arrival at the hotel is such that the time from hotel arrival to report time is only 7 hours and 35 minutes, the Pilot's report time will be delayed/adjusted by 10 minutes to allow for 7 hours and 45 minutes between hotel arrival and report time.

G. Landing Limitations

Scheduled landings in a Duty Period shall not exceed nine (9). In addition, no Pilot shall be scheduled to perform nine (9) landings during a Duty Period more than one (1) time during a consecutive span of duty days.

H. On-Duty Limitations

1. Scheduled on Duty

A Pilot will not be scheduled or rescheduled to be on duty in excess of fourteen (14) hours in any Duty Period.

2. Actual on Duty

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

I. Scheduled/Rescheduled

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

J. Continuous Duty Overnights ("CDO")

1. CDO patterns shall terminate and the Pilot shall be released upon first arrival at the Domicile following the CDO period. The return route to the Domicile will be by the most direct route practicable.
2. Ferry or deadhead flights for regular scheduled maintenance will not be assigned during any CDO period.
3. No CDO shall consist of more than four (4) legs or five (5) hours of scheduled flight time. However, if one of the destinations is Aspen, Colorado, the CDO shall not consist of more than two (2) legs.
4. A Pilot will not be scheduled for more than two (2) legs after the scheduled intervening layover.
5. A Pilot will always receive two (2) Days Off before and after a span of two (2) or more consecutive CDOs, except that a single CDO or a sequence of work days

that end in a single CDO must be followed by at least two (2) Days Off, except as provided in Section 25.J.2.a.v.

6. A Pilot will not be scheduled or rescheduled for more than four (4) consecutive CDOs.
7. A Pilot may, at his option, add one or more CDOs to his Line, provided that the result of the addition of such CDOs provides the Pilot with one (1) Day Off following the completion of the CDOs.

K. Times Used to Construct Flight Schedules

The times used to construct the flight schedules will be reviewed upon request of the ALPA Scheduling Committee. The Company will make available the data used to support the times. A time will be adjusted where it can be demonstrated that the time no longer conforms with either the overall scheduled average time or the average of the flight segments at the specific time of day.

Section 13

Leaves of Absence

A. Military Leave

Military leave will be granted in accordance with applicable law.

B. Jury Duty Leave

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

C. Medical Leave

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

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

D. Personal Leave

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

E. Bereavement Leave

1. In the event of a death in the Pilot's family, he shall be granted leave from all duty with the Company, for up to five (5) consecutive days, depending upon the Pilot's relationship to the deceased. In the event of the death of a Pilot's spouse, child, stepchild, parent, stepparent, brother, sister, mother-in-law, or father-in-law, the Pilot will be entitled to five (5) days of leave. In the event of the death of a Pilot's grandparent, grandchild, brother-in-law, or sister-in-law, the Pilot will be entitled to three (3) days of leave. In each case, the last day of the leave will be the day after the funeral.

2. A Pilot who has at least three (3) months of active service with the Company will be credited for Trips missed, or reserve days missed at three and eighty-six hundredths (3.86) hours for each day upon which the Pilot was scheduled for duty during the leave period. A Pilot will retain and accrue seniority and Longevity while on a Bereavement Leave.
3. Additional time needed or unusual circumstances concerning other than the above-referenced family members will be addressed on a case-by-case basis.
4. All Bereavement Leave requests should initially be directed to the Chief Pilot, followed by contact with Crew Scheduling.

F. Association Leave

1. National Office

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

2. MEC Chairman Leave

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

Position. The Company cannot subsequently reduce the number of Positions with the intent to displace the extra Pilot, but may reduce the number of Positions for operational reasons.

3. MEC Authorized Leave

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

- b. Prior to the Close of Monthly Bid

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

- c. After the Monthly Bid

- i. When the need for the Association Leave arises after the Monthly Bid, the MEC Chairman, or his designee, will notify the Company as soon as possible of the specific Trip drop requests.
 - ii. A Pilot requesting Association Leave who will hold a Build-Up Line will have the ALPA days placed on his schedule as a Planned Activity when his Line is constructed.
- d. The leave may be denied or canceled when granting the leave will cause a Trip to cancel.
- e. When the Company receives multiple requests for the same period of leave, and where all the requests cannot be accommodated, priority will be assigned by the MEC Chairman, or his designee, who will contact the Director of Crew Resources for this purpose on the day after the bids close.

4. LEC Leave

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

5. ALPA Meeting Leave

- a. In order to facilitate the release of multiple MEC representatives for certain ALPA meetings, the Company will modify the annual vacation grid

in accordance with the following provisions, and will award "Meeting Leave" to the appropriate MEC members:

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

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

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

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

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

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

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

6. Pay for Association Leave

a. Full-Time Leave

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

b. Part-Time Leave

i. ALPA Leave Days as Planned Activities

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

ii. After the Final Line Awards

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

iii. Full-Time Instructors

FTIs will be paid in accordance with the Instructor LOA.

7. Reimbursement for Flight Pay Loss

- a. The Association will reimburse the Company for the Pay Credits associated with the following ALPA Leaves, at the Pilot's applicable rate.

- i. Pay Credits for any Full-Time ALPA Leave pursuant to paragraph F.6.a.ii., reduced by any duty performed by the Pilot on full-time leave.
- ii. Pay Credits for any ALPA Leave added to a Pilot's schedule as a Planned Activity pursuant to paragraph F.6.b.i.
- iii. Pay Credits for any duty dropped pursuant to paragraph F.6.b.ii.
- iv. For ALPA Leave added to an FTI's schedule, the Association will reimburse the Company in accordance with the following:

(a) An FTI's base Pay Credit (100 hours) will be divided by the total number of days worked in a Month to determine a prorated daily Pay Credit value.

Example: An FTI works a total of 16 days in a month. $100 \div 16 = 6.25$

(b) The Association will reimburse the Company for each ALPA work day at the calculated prorated value.

Example: An FTI has a calculated prorated value of 6.25 Pay Credit hours per day. During the Month, five (5) days are added to the FTI's schedule as ALPA work days. Therefore, the Association will reimburse 31.25 Pay Credit hours at his applicable rate.

- b. If the Company compensates a Pilot at the premium rate for duty dropped for ALPA Leave, then ALPA will reimburse the Company at the premium rate. If a Pilot on full-time ALPA Leave adds duty that would otherwise have been paid at the premium rate, the Pilot will be credited for the hours worked at the premium rate.
- c. In addition to the Pay Credit in paragraphs F.7.a. and F.7.b., above, the Association will reimburse the Company a twenty-five percent (25%) override for fully allocated costs.
- d. The Association shall not reimburse the Company for the first one hundred thousand dollars (\$100,000) of flight pay loss incurred during each calendar year.

8. Vacation and Association Leave

a. Full-Time Leave

A Pilot on full-time Association Leave will participate in the annual vacation bid. If the Pilot is on full-time leave at the time his vacation is scheduled, he will be paid for such vacation, and it will no longer appear

as accrued vacation. If the Pilot is no longer on full-time leave status at the time his vacation is due to be taken, he will be entitled to take the vacation in accordance with Section 7.

b. Part-Time Association Leave

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

G. Maternity Leave

1. A pregnant Pilot who is certified by her physician as unable to fulfill her duties will be granted a medical leave of absence in accordance with paragraph C., above. A Pilot who ceases to perform flight duties pursuant to this paragraph will be eligible to receive accumulated sick leave and/or disability benefits on the same basis as any other illness or disability.
2. A Pilot who notifies her Chief Pilot not later than twelve (12) weeks from conception that she wishes to take a personal leave that will commence upon the birth of her child shall be granted such leave, which may not exceed three (3) months. The Pilot must specify the length of the leave when she notifies her Chief Pilot.
3. A Pilot who qualifies for FMLA and/or Medical Leave following the birth of the child shall be treated in accordance with those provisions for the applicable time period. The combination of either FMLA and/or Medical Leave with Maternity Leave shall not exceed a total of three (3) months, unless the Pilot continues to qualify for a Medical Leave.

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

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

H. Family Leave

1. The Company agrees to make the provisions of the Family and Medical Leave Act (FMLA) applicable to all Pilots who have completed their probationary year.
2. The Company will not require a Pilot to use paid vacation leave while on FMLA leave.
3. Subject to Company policy and applicable laws, FMLA leaves may run concurrently with other leaves provided for in this Agreement. Where the provisions of the FMLA are more beneficial than the Agreement, a Pilot will be

entitled to the more beneficial provisions of the Act; where the provisions of the Act are less beneficial, the Agreement shall apply.

I. Time Off Without Pay ("TOWOP")

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

documentation of the payments at the time of cancellation, and the Company will be entitled to attempt recovery of such amounts.

8. A Pilot who has a scheduled vacation during an awarded TOWOP will be paid the value of the scheduled vacation period as if he took the vacation in accordance with Section 7.

J. General

1. Award of New Position

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

2. Furlough While on Leave

- a. If the Pilot immediately senior to a Pilot who is on leave of absence is Furloughed, the Pilot on leave will be converted from leave of absence to Furlough and all Furlough accrual principles will apply. During the Furlough, the leave duration period will continue to run. A Pilot who is recalled to active duty and returned to leave of absence will have his leave duration uninterrupted.

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

- b. A Pilot on medical leave of absence who is converted to Furlough and who, during the Furlough period both regains his medical fitness and

subsequently loses it will, when recalled, be eligible to commence a new medical leave with the full duration period.

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Section 14

Sick Leave

- A. A Pilot will accrue sick leave credit at the rate of two and one-half (2.5) hours for each month of active service. Any accrual under the previous Agreement will carry forward to this Agreement.
- B. Sick Leave Usage
 - 1. For the first three (3) days of any absence, a Pilot who is unable to perform his assigned duty due to illness or injury will be credited for the Trip(s) missed and will have the value of the Trip(s) missed deducted from his sick leave credit, if available.
 - 2. For the first three (3) days of any absence, a Pilot who is unable to perform his assigned duty due to illness or injury on a reserve day will receive three and eighty-six one hundredths (3.86) hours of Pay Credit per day and three and eighty-six one hundredths (3.86) hours of time will be deducted from his sick leave credit, if available.
 - 3. After the first three (3) days of any absence, a Pilot shall be entitled to participate in the Company Extended Sick Leave (ESL) Plan (as provided in Appendix H). A Pilot may use accrued and unused sick leave days to cover the three (3) day waiting period for Extended Sick Leave. At the Pilot's option, accrued sick leave and/or vacation may be used to supplement the Pilot's pay under the Extended Sick Leave Plan, up to the Pilot's Average Monthly Pay. "Average Monthly Pay" shall mean the lesser of eighty (80) hours or the average Pay Credit of the Final Line Awards of the three (3) Pilots with seniority numbers immediately above and the three (3) Pilots immediately below the Pilot collecting Extended Sick Leave benefits who bid and are awarded lines and who occupy the same Position and who are available during the entire Month for duty. If the Pilot collecting the Extended Sick Leave benefits is one of the three most senior or junior Pilots in his Position, then the average will be based upon the Pilots who fall within the three (3) above or below (recognizing that there may be none), even though the average will consider fewer than six (6) Pilots.
- C. It is the responsibility of the Pilot absent from work because of sickness or injury to immediately report such absence to Crew Scheduling.
- D. Return to Work
 - 1. A Regular, CDO, or Build-Up Line Pilot who is able to return to work after his original Trip has been assigned shall coordinate his return to duty with Crew Scheduling.
 - a. If the Trip has been assigned to a reserve, or to a Pilot whose duty day was extended for that purpose, the returning Pilot will be reassigned to the remaining portion of the Trip upon its first return to Domicile, if he so requests. Otherwise, he shall be assigned to reserve for the remaining day(s) of the original Trip.

- b. If the Trip has been assigned to a junior assigned Pilot pursuant to Section 25.I, or to a Pilot voluntarily picking up the Trip as Open Time pursuant to Section 25.G., then:
 - i. If the returning Pilot requests to return during a one (1) day Trip, or on the last day of a multi-day Trip which has already departed the Domicile on that day, the junior available Pilot or volunteer Pilot assigned the Trip will have the option to remain on the Trip until completion.
 - ii. If it is a multi-day Trip and the Pilot requests to return prior to the last day of the Trip, the junior available Pilot or volunteer Pilot assigned the Trip will have the option to remain on the Trip up until its last departure from the Domicile to its RON location on that day, at which point the Pilot will be allowed to return to the Trip.
 - iii. If it is a multi-day Trip and the Pilot requests to return at least twelve (12) hours before the first departure from the Domicile on any day of the Trip, he will be allowed to do so.
 - iv. A Pilot requesting to return to his Trip who is not allowed to do so under the provisions above will be assigned to reserve for the day(s) he is not allowed to return. On partial days, the Pilot may not be assigned reserve, but may be assigned to another Trip which does not conflict with his subsequent scheduled duty or Days Off.
- 2. Upon return to work, the Pilot will receive Pay Credit for any duty or reserve in accordance with Section 3. If the total of such credits is less than the value of his originally scheduled Trip, he shall be credited with the difference and have such amount deducted from his sick leave credit, if available.

Example 1: 3-DAY TRIP

Day 1 6 hours Block time

Day 2 6 hours Block time

Day 3 6 hours Block time

The Pilot is sick for Day 1. On Day 2 he is healthy. His Trip returns to the Domicile on Day 2 after 2 hours Block has been flown by a reserve. The Pilot picks up his Trip and flies the rest of the schedule. He is paid 8 hours sick leave. (6 hour Day 1 + 2 hour Day 2). If the sick Pilot is replaced by a junior assigned Pilot and the junior assigned Pilot wants to remain on the Trip, the Pilot who was sick will be credited from his sick bank for the remainder of the day, unless the Company assigns the Pilot to

another Trip. However, Pilots will not be assigned to reserve duty for partial days.

Example 2: Same as Example 1, but the Trip does not return to the Domicile until its conclusion on Day 3. The Pilot is assigned reserve then is assigned Trips on Day 2 that totals 3 hours. He receives 4 hours of Pay Credit (due to the minimum day) and 2 hours sick leave for Day 2.

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

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

day. The Company will pay the cost of the visit including any diagnostic tests (or portion thereof not covered by insurance), not to exceed one hundred fifty dollars (\$150.00).

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

Section 15
Physical Standards, Examinations and Testing

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

examiner, preferably a specialist, for the purpose of making further physical examination or test.

4. The case shall be settled on the basis of the findings of the said disinterested medical examiner.
 5. The expense of employing the disinterested medical examiner shall be borne one-half ($\frac{1}{2}$) by the Pilot and one-half ($\frac{1}{2}$) by the Company. Copies of such medical examiner's report shall be furnished to the Company and to the Pilot.
 6. If it is determined by the disinterested medical examiner that the Pilot has continuously met the medical standards established in paragraph A., above, any sick leave credit used by the Pilot during the time the Pilot was removed from flying will be re-credited to the Pilot's sick leave account. In addition, the Pilot will be made whole for all losses incurred as a result of being removed from flying until his return.
- F. A Captain who fails to qualify for his First Class Medical Certificate, but who is able to qualify for a Second Class Medical Certificate, may, at his option, continue to fly for the Company as First Officer at the applicable First Officer's rate of pay, provided his seniority permits him to hold such Position. At the onset, he will hold a phantom Captain's Position. During the remainder of such period, he will continue to have a phantom Position (not supplant a line Position) consistent with his seniority. The Company will indicate that a phantom Position has been awarded in the bid award. If he can requalify for a First Class Medical Certificate, he will assume his phantom Position. The Company will not displace a line Pilot as a consequence of his assuming the phantom Position, and the Pilot returning will be added as an extra to such Position. The Company cannot subsequently reduce the number of Positions with the intent to displace an extra Pilot, but may reduce the number of Positions for operational reasons. The Company will provide any training required at the earliest opportunity.
- G. Alcohol and Drug Testing
1. A Pilot who undergoes an alcohol and/or drug test will be considered to be on duty until he is released from the testing site.
 2. If a random alcohol and/or drug test causes a Pilot to be removed from any leg(s), the Pilot will receive Pay Credit in accordance with Section 3.N.
 3. No Pilot will be required to take a random alcohol or drug test on a Day Off.
 4. A Pilot ordered to submit to a "reasonable suspicion" test will be permitted to contact an ALPA Association representative prior to the test. In addition, the Company will permit an Association representative to be present at the testing facility during the test, provided the representative can be available within a reasonable time period (one and one-half (1.5) hours from the time that a "reasonable suspicion" is determined). When the result of an alcohol or drug test is negative (less than .02 for an alcohol test), the Pilot will be made whole for any compensation lost as a consequence of the test.

5. When the result of any Pilot's alcohol test is greater than .02, the Company will contact the testing facility and obtain records reflecting the date and result of the last calibration check performed on the EBT (Evidential Breath Testing device) prior to the failed test and the date and result of the first calibration check performed subsequent to the failed test. Such documents will immediately be made available to the Association.
 6. A Pilot whose alcohol test is nullified due to the failure to observe the waiting period prior to a confirmation test, the failure of the technician to perform an air blank prior to a confirmation test, the failure of the air blank to read 0.00, the uncorrected failure of the breath alcohol technician to sign the form, the failure of the EBT to print a confirmation test result, or the failure of the sequential test number or alcohol concentration displayed on the EBT to correlate with the sequential test number or alcohol concentration on the printed test result shall be immediately reinstated to his previously held Position and will be made whole for all compensation and benefits lost as a consequence of the failed test. The Company will not take any adverse action against a Pilot whose alcohol test results in a reading greater than .02 until the EBT used in the test is recalibrated and is shown to have been accurate at the time of the test in question. This shall not prohibit the Company from withholding a Pilot (with pay) from performing safety sensitive functions pending recalibration of the EBT.
 7. A Pilot whose alcohol test results in a reading between .02 and .04 and who is required by the Company to undergo evaluation by a Substance Abuse Professional (SAP) will be removed from flight status pending the outcome of the evaluation. However, the Pilot will be considered "available" for monthly pay guarantee pay purposes, and will be credited for all time actually worked over the appropriate guarantee if the Pilot exceeds the guarantee. If the outcome of the evaluation is not announced within three (3) business days of the alcohol test which precipitated the evaluation, the Pilot will be made whole for all compensation lost after the three (3) day period has lapsed (provided the Pilot has made himself available to be evaluated). If the evaluation results in a diagnosis of alcoholism, the Pilot will be eligible for Extended Sick Leave, and the waiting period will begin on the first scheduled day of work following the evaluation. If there is no diagnosis of alcoholism, the Pilot will be permitted to fly his next scheduled Trip.
- H. When an aircraft accident occurs, the Company will immediately notify the designated Association representative. The Company will permit the Pilot to contact an Association representative, if able, prior to undergoing a post-accident test. If an Association representative arrives prior to the administration of a post-accident test, the representative will be permitted to be present at the testing facility during the test.
- I. Anti-Drug and Alcohol Misuse Prevention Policy
1. The Company will provide the Association with thirty (30) days' notice of any intended changes to its Anti-Drug and Alcohol Misuse Prevention Policy and an opportunity for the parties to meet and confer to discuss such changes. If Federal regulations require a change with less than thirty (30) days' notice, as soon as practicable, the Company will provide notice to the Association and an opportunity for the parties to meet and confer to discuss such changes.

2. A Pilot who comes forward seeking drug or alcohol rehabilitation assistance prior to his having knowledge of the Company's decision to subject him to drug or alcohol testing will be afforded the opportunity to pursue such assistance.
3. The Company and the Association agree to participate in a Human Intervention and Motivational Study (HIMS) program and in periodic monitoring of the professional evaluation and treatment of a Pilot who voluntarily participates in such program.

Section 16
Workers' Compensation Benefits

- A. A Pilot will be entitled to use accrued and unused sick leave to cover the applicable waiting period under state workers' compensation law in circumstances in which a work-related injury or illness does not result in the waiting period being paid by Workers' Compensation. The determination of whether or not a Pilot is entitled to paid sick leave will be made before the determination of whether the waiting period is covered by Workers' Compensation. Should a Pilot receive Workers' Compensation for any day(s) for which he has also received paid sick leave, the Company may recoup the duplicate payment by deducting the amount of the paid sick leave from his regular pay and his sick leave account shall be credited for the applicable amount.
- B. Should the Pilot become unable to work due to a work-related injury or illness such that Workers' Compensation benefits are payable under state law, the Company's Extended Sick Leave Plan will be used to supplement Workers' Compensation benefits up to the difference between sixty percent (60%) of the Pilot's Average Monthly Pay and the wage benefits payable by Workers' Compensation, if less than sixty percent (60%) of the Pilot's Average Monthly Pay, up to the maximum period covered by the Company's Extended Sick Leave Plan. "Average Monthly Pay" shall mean the lesser of eighty (80) hours or the average Pay Credit of the Final Line Awards of the three (3) Pilots with seniority numbers immediately above and the three (3) Pilots immediately below the Pilot collecting Worker's Compensation benefits who bid and are awarded lines and who occupy the same Position and who are available during the entire month for duty. If the Pilot collecting the Workers' Compensation benefits is one of the three (3) most senior or junior Pilots in his Position, then the average will be based upon the Pilots who fall within the three (3) above or below (recognizing that there may be none), even though the average will consider fewer than six (6) Pilots.

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Section 17
Missing, Internment, Prisoner or Hostage of War Benefits

A. Retention and Accrual of Benefits and Pay

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

B. Cessation of Benefits

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

C. Pilot Directions

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

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

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

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

as long as that person(s) is living.

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

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

Pilot's Signature

Date

Section 18

Uniforms

A. Initial Uniform

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

B. Optional Uniform

Optional items will consist of the following:

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

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

1. New hire Pilots will pay the remainder of the cost through either payroll deduction or a cash payment. Payroll deduction will be a minimum of fifteen dollars (\$15.00) deducted from the Pilot's pay check for each pay period until payment is complete.

2. For purposes of reimbursement, the Company may determine the quality and vendor of uniforms.
 3. Optional uniform items are not covered by the uniform allowance.
- D. Should a Pilot's termination or resignation occur prior to six (6) months of employment, the balance of any amounts paid by the Company for uniforms will be deducted from the Pilot's final check.
 - E. The Company will issue insignias (wings) for coats.
 - F. The Company will make hat insignias available for purchase.
 - G. The Company will issue a Pilot who upgrades one (1) set of Captain epaulets.
 - H. The Company will provide each Pilot with a uniform maintenance allowance of twenty dollars (\$20.00) per month.
 - I. It is the Pilot's responsibility to report for work in a clean and pressed uniform and to maintain his uniform in good repair. The Company may require a Pilot to replace any worn uniform garment.
 - J. The Company will consider the recommendations of the Association before making any change in the style, color or material of uniforms. Should the Company initiate a change in the style or color of the uniform, the Company agrees to absorb all costs associated with the change.

Section 19

Investigation, Discipline and Disciplinary Grievances

A. Due Process

1. "Discipline" is defined as an oral warning, written warning, suspension or discharge, or any other disciplinary action taken by the Company that results in a Pilot's loss of pay or benefits.
2. A Pilot will not be disciplined without just cause.
3. Before the Company takes disciplinary action against a Pilot, the Company will conduct an investigative hearing and allow the Pilot an opportunity to respond to any allegations or Company concerns. At the time the Company advises the Pilot of its desire to discuss a potential disciplinary matter, it will inform the Pilot of the subject matter to be discussed.
4. Once the determination has been made that a Pilot may be subject to questioning with regard to an event that could lead to discipline, the Pilot will be afforded the opportunity to be represented by an official Association representative during the Company's investigation.
5. For all alleged offenses, the Company will initiate its investigation within sixty (60) days from the date of the alleged offense, or within sixty (60) days from the date in which the Company should have known of the alleged offense. The Company will be excused from this time limit in situations where Federal, State or local laws compel it to initiate its investigation after the sixty (60) day period described herein.
6. Nothing herein prevents the Company from suspending a Pilot with pay pending investigation.
7. Nothing in this Section is intended to prevent the Company from engaging in non-disciplinary inquiries and communications with Pilots in the normal course of business.

B. Investigatory Hearing

1. Notice of Investigatory Hearing
 - a. The Company shall provide notice of the investigatory hearing, the subject matter to be discussed and the possibility of discipline. The notice will be provided to the Pilot and to the MEC Contract Compliance Chairman, or his designee. The hearing will not occur prior to forty-eight (48) hours after the notification unless the parties agree to meet sooner.
 - b. A Pilot will not be required to attend any additional inquiries or meetings that relate to the same potential disciplinary event without forty-eight (48) hours' notice of such inquiry or meetings.

- c. The investigative hearing may be held with less than forty-eight (48) hours' notice in cases involving safety-related issues and/or a verified positive drug or confirmed positive alcohol test, or where the Company needs to reasonably act sooner. In a situation where less than forty-eight (48) hours' notice is given, the Company will provide sufficient notice to the Association and the Pilot so that representation can be afforded.

2. Purpose and Procedure

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

earned, whichever is greater. If the investigative hearing on a Day Off results in no discipline, credits will be paid in addition to adjusted guarantee.

3. Decision Rendered Following an Investigation

- a. The Company will conclude its investigation as soon as possible following the investigative hearing.
- b. In cases where the Pilot has been removed from flight status, the Company will notify the Pilot of its decision within ten (10) days following the conclusion of its investigation. The Company will be excused from this time limit in situations where Federal, State or local laws compel it to initiate its decision after the period described herein.
- c. In the event the Company finds just cause to discipline a Pilot, the decision shall state the specific grounds for such discipline. Any discipline imposed after the investigative hearing shall take effect on the date of the Company's written decision, or on the effective date stated therein. If the Pilot has already been removed from flight status without pay, the amount of time removed will be credited toward any suspension to be served.
- d. Written notification of discipline shall be delivered to a Pilot in person, by Certified Mail Return Receipt Requested, or by a commercial delivery service that provides tracking capabilities.
- e. A copy of the written notification of discipline shall be sent to the MEC Chairman, the Association Contract Administrator and the MEC Contract Compliance Chairman. Failure to issue copies of written notification of discipline will not affect the validity of the action.
- f. The Company may confirm oral warnings to a Pilot in writing. Oral warnings that have been confirmed in writing may not be independently grieved. Oral warnings may be challenged in any future grievances relating to more severe discipline. Oral warnings will not be subject to the reporting requirements of the Pilot Records Improvement Act ("PRIA").
- g. The Company shall not place any negative report or derogatory material in a Pilot's file(s) without providing the Pilot with an opportunity to inspect, review and initial the report or material. The Pilot will be allowed to place his statement regarding the incident in his file, and such statement will be attached to the Company's report or material.

4. Pilot Status During Investigation

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

Company's written decision is issued. Such period will not exceed thirty (30) days.

C. Grievance

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

D. Appeal

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

E. Effect of Time Limits

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

F. Witnesses and Representatives

1. Transportation

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

G. Remedies

1. If, as a result of any hearing or appeal, a Pilot is completely exonerated, the Pilot will be compensated for any lost wages and benefits. If such Pilot was being held out of service, he will be reinstated to flight duties without suffering any loss of seniority or Longevity.
2. Notwithstanding paragraph G.1., above, the System Board may determine that a Pilot's back pay will be reduced by the amount of any unemployment compensation which is not subject to recapture, or by the amount of interim earnings the Pilot received, or could have received with reasonable effort to obtain reasonable employment, or both. In cases involving less than complete exoneration, the relief awarded (including back pay), if any, will be appropriate to the circumstances of the case.
3. If, as a result of any hearing or appeal, the Pilot is completely exonerated, the Pilot's personnel record will be cleared of the charges and all documents and references contained in the Pilot's personnel record relating to such charges will be removed and will be disposed of promptly. Any documents or references to any documents removed or destroyed will not be subject to the reporting requirements of the PRIA. Such charges will not bear any precedential value and will not be referred to in any subsequent proceeding covered by this Agreement. In cases involving less than complete exoneration, a Pilot's personnel file will reflect the relief awarded.

H. Written Notification

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

I. Memorialization

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

Section 20

Contract Grievances

A. Definitions and Scope

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

B. Time Limits

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

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

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

D. Appeal

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

E. Effect of Time Limits

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

F. Witnesses and Representatives

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

3. If a necessary witness is unable to attend the hearing, the hearing will be postponed, by mutual agreement of the parties, until such time the witness is able to attend.

G. Memorialization

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

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Section 21

System Board of Adjustment

A. Recognition

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

B. Grievance Review Board

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

5. The parties mutually agree to schedule GRB sessions by the 15th day of the preceding month.
6. The issues discussed by the GRB will be the same as the issues the parties have failed to resolve through the grievance process. The exchange of evidence and information is not limited to that presented at any previous step of the grievance procedure. No transcript of the GRB meeting will be made.
7. The grievant(s) will have the right to attend a GRB for the purpose of presenting his case. The Company will grant the grievant(s) leave from duty without pay for the purpose of attending the GRB session.
8. The GRB sessions will be informal.
9. Written material presented during the GRB sessions will be returned to the party presenting that material at the conclusion of the session.
10. If a grievance which had been the subject of a GRB session is subsequently heard before the System Board, no reference will be made by either party that the grievance was the subject of a GRB session. Absent mutual agreement, no reference will be made with regard to any statements, documents or actions taken by either the GRB or its participants during the course of a GRB session, unless the party offering such statements, documents or actions would have otherwise had access or entitlement to them outside of the GRB session. This restriction shall not prevent either party, in any subsequent proceeding, from referring to discussions occurring or documents exchanged during the GRB session for the purpose of establishing the terms of a settlement reached at a GRB session.
11. By agreeing to participate in the GRB sessions, the parties do not waive any procedural argument(s) that they have regarding the case. Both the Company and the Association reserve the right to raise jurisdictional or procedural issues notwithstanding their agreement to schedule such meeting.
12. The jurisdiction of the GRB will not extend to proposed changes in rates of pay, hours of service or working conditions.
13. All parties involved in the GRB session are barred from disseminating information surrounding the session and/or individual grievances to the public, the media or like sources, provided, however, neither party is barred from disseminating general information regarding the scheduling and outcome of a GRB session.
14. Within thirty (30) days following the date the Company receives a System Board appeal of a discharge decision, the parties will select an arbitrator and schedule a System Board hearing by utilizing an arbitrator who is selected in accordance with paragraph D., below. The Association may elect to use any open System Board hearing date(s) that has already been scheduled pursuant to paragraph E., below, for discharge cases that have not yet been scheduled for a System Board hearing, provided that such date is at least thirty (30) days beyond the date of the GRB hearing, and provided that the Company receives at least thirty (30) days' notice of the hearing date.

C. System Board

1. The System Board will be comprised of three (3) members to be selected as follows: one (1) by the Association, one (1) by the Company and a third neutral arbitrator who will be selected in accordance with paragraph D., below. Any System Board member who is selected by the Association or the Company must be an employee of the Company. If the parties mutually agree, the arbitrator may sit and decide the dispute without the Company and Association System Board members in attendance. The System Board will consider any dispute properly submitted to it by the Association or the Company which has not been previously settled in accordance with the provisions of Sections 19, 20 or 21 of this Agreement. The System Board's jurisdiction will not extend to proposed changes in rates of pay, hours of service or working conditions. Each Board member will be free to discharge his or her duty in an independent manner.
2. Any case that has not been resolved in a GRB session will be scheduled for arbitration before the System Board at a mutually agreeable site. The case will be assigned to an arbitrator that the parties mutually agree to from the panel of nine (9) arbitrators below.
3. The parties will fill arbitration dates which are pre-selected in accordance with paragraph D., below, before seeking additional arbitration dates. If the parties cannot agree upon an arbitrator, one will be selected using the alternate striking method.
4. The date for the arbitration will be determined by the arbitrator's schedule.
5. Should an arbitrator become unavailable to serve at an arbitration, the parties will choose, within fourteen (14) days of receipt of the arbitrator's notice, a replacement arbitrator (if necessary) and a rescheduled date. If a scheduled arbitration date that does not yet have an assigned case exists, the parties will make every attempt to reschedule the case that was cancelled due to the arbitrator's unavailability to that date.
6. Should any of the arbitrators become generally unavailable (illness, travel restrictions, retirement, death, etc.) to serve on the Neutral Arbitrator Panel, the parties will choose a replacement for the panel within thirty (30) days of receipt of the arbitrator's notice.
7. Neutral Arbitrator Panel
 - a. Bonnie Weinstock
 - b. Elliott Goldstein
 - c. Joan Parker
 - d. Gil Vernon
 - e. Fred Horowitz

- f. Richard Bloch
- g. Dana Eischen
- h. Larry Holden
- i. Dennis Nolan

D. Arbitrator Scheduling

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

E. Decision

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

F. Expenses

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

G. Submissions

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

H. Representation, Evidence and Testimony

1. The Company, the Association and any individual grievant may be represented at the System Board hearing by such person or persons they choose and designate.
2. Evidence may be presented in person, telephonically or in writing.

3. The Company and the Association may call witnesses to testify at the System Board hearing who will provide testimony that is relevant to the dispute.
4. Each witness summoned by the Board or called by either party will be free from retaliation or adverse action by either the Association or the Company because of his giving testimony in good faith.
5. Any witness who testifies in person, telephonically or by deposition will do so under oath. No third party may attend System Board hearings unless the parties are in mutual agreement.

I. Closing Arguments

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

J. Effect of Time Limits

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

K. Witnesses and Representatives

1. Transportation

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

L. Written Notifications

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

M. Memorialization

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

Section 22

Seniority

A. Probation Period

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

B. General

1. Seniority as a Pilot shall be based upon the length of service as an airline Pilot with the Company, except as otherwise provided in this Agreement.
2. Seniority shall begin to accrue from the Pilot's date of hire as an airline Pilot and shall continue to accrue during such period of employment except as otherwise provided in this Agreement. A new hire Pilot who is utilized to perform non-training related duties for the Company must complete his simulator training within sixty (60) days of his originally scheduled simulator completion date in order to retain the same date of hire as his classmates, unless the Company and the MEC Chairman mutually agree otherwise. Such Pilot must initially be paired with a partner in the same class. If such Pilot does not complete simulator training within the sixty (60) day period described herein, his date of hire will be adjusted to the date that is sixty (60) days prior to his actual Completion of Training.
3. When two (2) or more Pilots are hired on the same date, they shall be placed on the seniority list according to their ages, i.e., the oldest Pilot shall be placed on the seniority list first.
4. Subject to the other provisions of this Agreement, seniority shall govern all Pilots in case of promotion or demotion, their choices of Vacancies, their choices of schedules, their assignments or reassignments for junior assignment purposes, their retention or Furlough in case of reduction in force, or reduction in Domicile schedules, and their recall after Furlough.
5. A Pilot shall forfeit all employment and seniority rights and his name shall be removed from the seniority list under the following conditions:
 - a. He resigns or retires;
 - b. He is discharged for just cause in accordance with Section 19 or is discharged in accordance with paragraph A.3., above;

- c. He declines recall or fails to notify the Company of his intent to return to work from Furlough in accordance with Section 23; or
 - d. He fails to return to work at the expiration of a leave of absence in accordance with Section 13.
- 6. When a junior Pilot is promoted over a senior Pilot by reason of failure of the latter to qualify in turn, the senior Pilot shall continue to retain the same position on the Pilots' System Seniority List.

C. Pilots' System Seniority List

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

Section 23

Furlough and Recall

A. Furlough

1. When a Furlough becomes necessary and the number of Pilots bidding for a voluntary Furlough is less than the number of anticipated Furloughs, Pilots will be awarded involuntary Furloughs in reverse order of seniority, in accordance with Section 24.
2. A Pilot will be notified of a Furlough in writing by hand delivery, by Certified Mail Return Receipt Requested, or by a commercial delivery service that provides tracking capabilities to the Pilot's last address on file with the Company. The Company must provide a Pilot with fourteen (14) days' notice of Furlough, or pay in lieu thereof, except in cases of strikes, acts of God, or other causes beyond the control of the Company.

B. Recall

1. A Pilot will be recalled from Furlough in seniority order.
2. A Furloughed Pilot who is recalled from Furlough will retain the seniority he held prior to the time of his Furlough.
3. A Pilot who is not recalled from Furlough within seven (7) years following the effective date of his last Furlough will lose his seniority and recall rights.
4. Recall Procedure
 - a. A Pilot who is Furloughed must notify the Company of his current address at the time of the Furlough. The Pilot is required to notify the Company of any subsequent address changes within thirty (30) days following the date of change. The Company will notify a Pilot of his recall to duty by Reply Requested telegram, by Certified Mail Return Receipt Requested, or by a commercial delivery service that provides tracking capabilities. The Pilot must notify the Company of his intent to return to duty within (3) Calendar Days (excluding Saturdays, Sundays and holidays) from the confirmed delivery date of the recall notice. The Pilot must report for duty within twenty-one (21) days from the confirmed delivery date of the recall notice. A Pilot may return to duty sooner if mutually agreed to by the parties. The Company may extend the amount of time a Pilot is allowed to return to active duty.
 - b. A Furloughed Pilot may decline recall and will be subject to a bypass until such time that all Furloughed Pilots junior to him have been recalled.
 - c. A Pilot is not eligible for pay protection if he declines a recall.
 - d. If a Pilot fails to respond to the Company within the time limits set forth in paragraph B.4.a., above, the Pilot will be deemed to have declined the recall.

5. A Pilot who is recalled within thirty days (30) or less of the effective date of Furlough will:
 - a. receive all benefits associated with Longevity retroactive to the effective date of the Furlough and his monthly guarantee will be prorated for his period of availability.
 - b. be reinstated to the Position he held at the time of the Furlough, unless such Position no longer exists, in which case the Pilot will be deemed to have been Displaced.
6. A Pilot who is recalled more than thirty (30) days but less than or equal to ninety (90) days from the effective date of Furlough will:
 - a. have his Longevity reduced by the number of days on Furlough that exceeded (thirty) 30 days; and
 - b. be reinstated to the Position he held at the time of the Furlough, unless such Position no longer exists, in which case the Pilot will be deemed to have been Displaced.
7. A Pilot who is recalled more than ninety (90) days from the effective date of Furlough will:
 - a. have his Longevity reduced by the total number of days on Furlough; and
 - b. be recalled to a Position in accordance with the provisions of Section 24 of this Agreement and will not be deemed to have been Displaced.

Section 24

Filling of Vacancies

A. Permanent Positions

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

B. Vacancy, Reduction, and Realignment Notices

1. The Company will publish either a Vacancy, Reduction, or Realignment Notice, as appropriate, for Pilots to submit new permanent bids. A Vacancy Notice will include vacant positions. A Reduction Notice will reflect fewer positions (and will include a Furlough). A Realignment Notice will include vacant positions and reduced positions, and may include Furloughs. A Reduction Notice must be posted at least thirty (30) days prior to the Reduction Effective Date.
2. The published Notice, numbered sequentially by calendar year and Notice of Vacancy/Reduction/Realignment number, will specify the anticipated Vacancies/reductions by Position, Notice posting date, and Award dates. The closing date and time shall be posted on the Notice and shall not be less than ten (10) days from the date and time the Notice was posted on the Company's web site if the Notice includes only a single class for a Category, and fourteen (14) days from the date and time the Notice was posted on the Company's web site if the Notice includes multiple class dates for any Category ("Multi-Class Bid").
3. The Award date shall not be later than seven (7) days from the close of the Bid. If staffing circumstances change after the posting of a Notice, the Manager of Crew Planning shall post (on the Company's web site and in the Domiciles) a revised Notice that accurately reflects the Vacancies and/or reductions. The revised Notice(s) must remain open for no less than forty-eight (48) hours, and, if the revision occurs at the end of the original (or revised) Notice period, will extend the closing date. No changes will occur after the Notice closes.
4. A Pilot will have access to computers in each Domicile and at all Training Bases. The Company will concurrently post the Notice in each Domicile. A class date must be published on each Notice for each Category for which training may occur. The number of class dates will be sufficient to accommodate all the training associated with primary Vacancies or displacements. In the event that no training is required, the class date will be nullified.
5. No class will commence more than one hundred ten (110) days from the posting of the Notice.
6. If the Company does not intend to commence training for all Pilots (in Category) on the posted class date, it will issue a revised Notice prior to the Award, which reduces the number of Positions consistent with the number of Pilots that will not commence training on the posted class date. If the Company divides a single class into two (2) or more classes or reschedules the classes without changing the number of Positions awarded, Pilots awarded the same Category and who

have not begun training will re-bid for class dates and the Company shall not be required to issue a revised Notice.

7. The Company will post a Vacancy Notice and award a Position to a returning Furloughed Pilot on or before the first day the returning Furloughed Pilot reports for duty, as set forth in the Notice of Recall.

C. Position Bid System

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

D. Awards

1. Initial Award and Withdrawals
 - a. An Initial Award will be posted after any Notice that includes Vacancies, and the Initial Award provisions below will apply to all awarded Vacancies, including those awarded pursuant to a Realignment. The Company will post only a Final Award for a Reduction Notice. The Final Award will be posted at 1700 CT five (5) days after the Initial Award.
 - b. A Pilot who is awarded a Vacancy or an alternate status (pursuant to paragraph D.3., below) may withdraw from his initially awarded Position at any time after the Initial Award has been published, but no later than twelve (12) hours prior to the publication of the Final Award.
 - c. After publication of the Final Award, a Pilot may only withdraw from an awarded Position:

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

2. Seniority and Order of Awards

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

c. Reinstatement Rights

Any Pilot who has been Displaced shall have reinstatement rights to the Position from which he was Displaced for ninety (90) days from the last day prior to the effective date of his subsequent Position until the Final Award. The reinstated Pilot shall commence training in the Position from which he was Displaced within thirty (30) days of the Final Award and, notwithstanding paragraph D.7.c., below, may commence Short Course training prior to a Long Course class for the same Category.

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

3. Alternates

- a. The Company will designate a reasonable number of Pilots as “alternate” awardees (in accordance with the Pilot’s bid form and seniority) who may be used to replace Pilots who have resigned or withdrawn from a class, or who may be added to a class due to the unforeseen availability of additional simulator time in conjunction with all Multiple Class Vacancy or Realignment Awards. Alternates will be named on the bid award and the word “*alternate*” will appear next to the Pilot’s name. The Company will initiate the process of filling an opening(s) as soon as it becomes aware of the opening(s).
- b. The alternates will be contacted by the Company to determine whether the Pilot is willing to report for class on short notice in the event an opening occurs. If a Pilot does not wish to report on short notice, his name will be set aside.
 - i. If a Pilot chooses to make himself available on short notice, it will be expected that he will attend the class if the Company contacts him at least eleven (11) days prior to the class date. If the Pilot is contacted later than eleven (11) days prior to the class date, the Pilot will decide whether he wishes to attend the class or not, and he will be handled in accordance with paragraph D.3.b.ii., below. A Pilot will be given at least twenty-four (24) hours from the time he is contacted or left a message by the Company to make this decision.
 - ii. A Pilot awarded a Position as an alternate who has five (5) or less days’ notice of his class date shall have his schedule revised, if necessary, to include three (3) consecutive Days Off or, if less than three (3) days’ notice is provided, the time remaining until the class starts. The three (3) day period shall be the last three (3) days immediately prior to the commencement of class, unless the Company cannot release all of the Pilots during that time period. In such case, the three (3) day periods may be staggered in the five (5) day period, but at least one (1) Pilot shall be awarded the last three (3) days if there are three (3) or fewer Pilots being released, and at least one (1) in three (3) for each grouping of three (3) thereafter. The Pilot will be paid for any Trips lost during the three (3) day period. Travel days shall not be considered as Days Off.
- c. If a Pilot is used as an alternate, the Company will publish an amended Award that will reflect the Pilot’s permanent award to the Position.

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

Example: An SF-340 First Officer is awarded an SF-340 Captain position. On the same bid award, he is also designated as an alternate Q 400 Captain. If the Pilot has not commenced SF-340 training, the Pilot will be awarded the Q 400 Position if an opening occurs that he can hold.

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

4. Minimum Notice for Class Dates

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

5. Award of Class Dates on Single Class Notices

A Pilot awarded a Position pursuant to a single class Notice will attend training on the class date identified on the Notice, except as otherwise provided in this Agreement.

6. Challenges to Awards

Awards will be announced in a published Award. Any Pilot who believes there is a discrepancy in the Award must inform the Manager of Crew Planning within fifteen (15) days of the posting of the Award. Any error will be promptly corrected.

7. Bidding for Class Dates in Conjunction with a Multi-Class Bid

a. Definitions

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

b. Class Date Bid

When more than one class is being awarded for any Category, the Company shall publish a class date bid. The class date bid shall be published concurrent with the Initial Vacancy, Initial Realignment, or a Reduction Award. The class date bid will include class dates for all

training associated with the Multi-Class bid, including resulting Vacancies and displacements. Along with each class date, the Company will specify the number of Pilots who are eligible to attend each class, by Category, and the number of slots designated for Short Course or Long Course. The class date bid will remain open for five (5) days.

c. Order of Award

A Pilot, including a Pilot who is awarded alternate status, will be permitted to bid, in descending order of preference, for the classes he wishes to attend. A Pilot awarded alternate status on the Final Award who is subsequently awarded a permanent Position shall be placed into class in accordance with paragraph D.3. A Pilot who is eligible for a Short Course will commence that training on or after the date of the Long Course class for the same Category.

d. Displacement

For training resulting from a displacement, a Pilot will be required to bid class dates based both on his current Category and the Category to which he is being Displaced.

e. Class Date Award

Class dates will be awarded in accordance with a Pilot's bid preference and seniority. A Pilot who has been awarded a Vacancy who either does not bid or who bids an insufficient number of choices will be handled as if he had bid for the earliest class his seniority could hold. A Pilot who is being Displaced who either does not bid or who bids an insufficient number of choices will be handled as if he had bid for the latest class his seniority could hold. The class date Award will be published on the day following the close of the class date bid.

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

In conjunction with a Multi-Class Bid, if the Company wishes to either fill openings in earlier classes, or reschedule Pilots from later classes to earlier classes from among the Pilots who have received awards in the same Category, the Company will solicit volunteers in seniority order and must do so prior to placing an alternate in a class. The Company will contact Pilots to advise them of the opening. The Company shall set a closing time for the Pilots to respond not sooner than twenty-four (24) hours from the time notification is issued. Any Pilot who is on duty at the time of the notice of the opening must be contacted; or, if the Pilot is not on duty, a phone call to the Pilot's designated phone line will suffice. The opening will be filled by seniority. A Pilot will have the two (2) Calendar Days prior to the start of training off without any loss of pay. If no Pilot volunteers, the Company may fill the opening by requiring the most junior Pilot to attend, provided the Pilot is advised of his rescheduled class date at least thirty (30) days prior to the class date.

8. Sequencing of Training

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

9. Cancellation of Awards

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

c. Cancellation of a Realignment or Reduction Award

The Company may only cancel a Realignment or Reduction Award if it cancels the Award and any subsequent Awards in their entirety, before any Effective Date associated with the Award(s), and all Pilots are returned to their previously-awarded positions. A Pilot returned to his previously awarded Position will be handled in accordance with paragraph D.9.d.v., below.

d. Cancellation of a Vacancy Award

For purposes of this subsection D.9., an "Affected Pilot" is a Pilot whose Position on a Vacancy Award is canceled and whose seniority and bid preferences at the time of his original Award would have allowed the Pilot to hold a Position associated with a subsequent Vacancy Notice issued before the cancellation of his Award or in another Vacancy associated with the canceled Vacancy Award. The objective of the following paragraphs is to restore an Affected Pilot to a Position he would have held had his cancelled Position not been awarded.

i. Partial Cancellations

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

ii. Senior Pilot who Voluntarily Bids a Later Class

A Pilot who waives his right to be awarded an earlier class date following a Vacancy Award in accordance with his seniority bears

the risk of the class being cancelled. Such Pilot will not be entitled to cause the removal of a Pilot who has already commenced training for the same Category on the same Award. However, if he is an Affected Pilot he shall be treated in accordance with paragraph D.9.d.iv.

iii. Return to Previous Position for an Unaffected Pilot

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

iv. Treatment of Affected Pilot

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

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

v. Return to Previous Position – Scheduling

When a Pilot is returned to his previously held Position, he will be given a schedule in accordance with Section 25. If the Pilot so

requests, he shall be granted three (3) consecutive Days Off in Domicile prior to commencing flying. The days off shall not count towards the Pilot's minimum days off and his guarantee shall not be prorated.

10. Training Delay after Award

The Company will not delay the displacement of any Pilot for any reason unless the Association agrees to the delay in writing. If the Company delays a training class within any Award, it will maintain the awarded order of classes for the same equipment.

11. Furlough Rescission after Award

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

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

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

the offer of employment at another airline be withdrawn, the Pilot will immediately notify the Company, and he will be scheduled to attend training in accordance with paragraph D.12.d, above.

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

A Pilot awarded a class date who subsequently wishes to withdraw because of potential employment elsewhere may request a withdrawal by making a personal request to his Chief Pilot. The Chief Pilot will evaluate the circumstances and decide whether to permit the withdrawal. If the Pilot is withdrawn, any future Vacancies that he bids will be awarded without regard to his having previously withdrawn pursuant to this provision. A Pilot who is withdrawn from a class pursuant to this paragraph (and not paragraph D.12.d., above) will not be entitled to any additional pay as a result of such withdrawal.

14. New Hires

A Pilot in new hire training will bid and be awarded a Position no later than the last day of Ground Training. In the event of a Vacancy with a single class date, no new hire Pilot will be awarded a Position unless it has been made available for bid by all line Pilots within the previous thirty (30) days. In the event of a Vacancy with multiple class dates, no new hire Pilot will be awarded a Position unless it has been made available for bid by all line Pilots within the previous one hundred ten (110) days. The time periods noted above will be measured from the closing date of the system-wide Vacancy bid until the date the Positions are awarded to the new hires.

E. Displacement

1. A Pilot who is Displaced from his permanent Position may displace the most junior Pilot in any Position provided he is senior to such Pilot. Such Displaced Pilot(s) will be entitled to occupy any Position to which his seniority entitles him, and he will attend training for the Position that he is displacing into in accordance with this Section. However, a senior Pilot who holds the same Position as a Displaced Pilot junior to him may assume the displacement entitlement of the junior Pilot. The senior Pilot will be required to utilize the junior Pilot's seniority on such bid. A Pilot will notify the Manager of Crew Planning of his desire to assume a displacement, in accordance with the directions on the Realignment or Reduction Notice. A Pilot may make his volunteer status contingent upon his ability to obtain a particular Position.
2. When a Pilot is Displaced from his present permanent Position to a new permanent Position, he is entitled to temporarily occupy his new Category in the Domicile he is being Displaced from if:
 - a. his bid preference form shows (at the time of the Award of the new Position) a higher preference for the new Category in the Domicile he is being Displaced from than the Domicile he is being Displaced into; and

- b. there is one or more Pilots junior to him in his new Category in the Domicile he is being Displaced from or there is a shortage of Pilots in that Category; and
- c. the Pilot notifies the Manager of Crew Planning, in writing, prior to the Completion of Training or his move date, that he is exercising his rights pursuant to this provision. A Pilot who exercises this provision will not be Displaced from the Domicile he currently occupies until all Pilots junior to him are Displaced from that Position.

3. Pay Protection for Displaced Pilots

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

F. Temporary Positions

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

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

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

- f. The TDY'd Pilot(s) will be placed on the Monthly Bid Package of the Domicile to which a Pilot(s) will be TDY'd in system seniority order.
- g. Final Line Awards will be awarded in accordance with a Pilot's system seniority.

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

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

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

4. Unbid TDY Positions

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

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

7. TDY Per Diem, Lodging and Travel

- a. A Pilot filling a temporary Vacancy away from his Domicile will be paid per diem for the period starting at 0001 on the first day of the Month through

2359 on the last day of the Month, except for periods of vacation or other leaves of absence.

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

G. Equipment Freezes

1. The Company may waive any or all equipment freezes on a uniform and non-discriminatory basis.
2. A Pilot who is involuntarily Displaced shall not be subject to a freeze.
3. First Officers
 - a. A First Officer may bid and be awarded a change of Domicile at any time.
 - b. A First Officer may not be awarded a change in Category (status and/or equipment) until:
 - i. Upgrade to Captain; or
 - ii. One (1) year after date of hire, to attain another First Officer position.
 - c. Following an award to a different aircraft as a First Officer, the Pilot may not be awarded a Captain Position for twelve (12) months or a new First Officer Category for twenty-four (24) months.
 - d. A Pilot subject to a First Officer freeze will be released from such freeze to prevent the hiring of a Captain off the street.
4. Captains
 - a. A Captain may bid and be awarded a change of Domicile at any time.
 - b. A Pilot who successfully completes training for any Captain Position shall be required to remain in that Captain Category for twelve (12) months, except:
 - i. A Captain who successfully completes training for a lower paying Category shall be required to remain in that lower paying Category for twenty-four (24) months; and
 - ii. A Pilot subject to a Captain freeze will be released from such freeze to prevent the hiring of a Captain off the street.
 - iii. A Pilot who undergoes Requalification Training shall not be subject to this freeze, except that a Captain who voluntarily bids for a lower paying Category shall be subject to a twelve (12) month freeze.
 - c. New Equipment Exception

A Captain shall be released from a freeze if the Company acquires an aircraft which falls within a higher pay scale in which there were no aircraft at the time the Pilot bid his current Position, and the Pilot could

hold a Position in such new and higher paying Position were he not subject to the freeze.

5. A freeze will commence on the first (1st) day following the eighth (8th) week after a Pilot's class date or when the Pilot actually completes training, whichever is sooner. A freeze will not prevent a Pilot from being awarded a new Category with a class date after the expiration of the freeze, even though the award may occur prior to the expiration of the freeze.
6. A freeze will not be imposed in conjunction with Differences Training.

H. Minimum Qualifications

1. The only minimum qualifications that shall be established are the following minimum qualifications for Upgrade to any Captain position.
 - a. Twenty-five hundred (2,500) total flight hours, and
 - b. At least one thousand (1,000) flight hours at the Company at the Company.

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

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

I. Bypass Provisions

1. When the Company elects to place a junior Pilot into training ahead of a senior Pilot who has been awarded the same position, whether in a single class or multi class bid, the bypassed Pilot will be compensated at the rate of the new position, if higher, commencing when the bypassing Pilot successfully completes training, or if the bypassing Pilot does not successfully complete training, eight (8) weeks after the date the bypassing Pilot entered training. The bypassed Pilot's pay and benefits will be calculated from his total pay/credit in the Category he continues to fly.
2. In order to be eligible for bypass pay:
 - a. The Pilot must be available to attend the class for which he was bypassed, and;

- b. The Pilot must attend the next available training class, and;
 - c. A Pilot who fails to qualify in the Position for which he was bypassed will revert to the rate of pay of his previous position.
- 3. A Pilot will not be bypassed for a Position for longer than one hundred twenty (120) days, calculated from the first day of the training class for which he was bypassed to the first day of his actual training class, except by mutual agreement. However, a bypassed Pilot who is being compensated at the rate of the new position, in accordance with paragraphs I.1. and I.2., above, may be bypassed until the first training class after the one hundred twenty (120) days but may not be bypassed for more than one hundred fifty (150) days.
- 4. A Pilot who is unable to attend the next available training class for sufficient personal hardship reasons will be released from this requirement provided he attends a subsequent training class. If less than sixty (60) days remain in the bypass period when the Pilot returns, the Company will have sixty (60) days to place the Pilot into training. A Pilot returning from a medical leave of absence will be subject to the ninety (90) day return provision of Section 13.C. In the event that the equipment that the Pilot flew prior to the leave is no longer available to him, the Pilot will be paid the minimum monthly guarantee. See page 24.18 for example.
- 5. When the Company does not place the bypassed Pilot in a training class before the expiration of the bypass period, the Company will not require the Pilot to fly and the Pilot will be paid his minimum monthly guarantee until he enters training.
- 6. The Final Vacancy Award will designate each bypassed Pilot, the junior Pilot who is bypassing him, and the date that the bypass will expire.
- 7. Any freeze imposed on a bypassed Pilot will be calculated in accordance with the dates identified in paragraph I.1., above.

J. Position Changes When No Training is Required

- 1. When no training is required, Pilots in the same current Position will actually commence flying in their new Positions in accordance with their seniority in their current Positions, and will have an effective date (and will actually commence flying in the new Position) not later than one hundred twenty (120) days following the first day of the bid month following the Award.
- 2. A Pilot who does not require training for a new Position will have an effective date (and will actually commence flying in the new Position) not later than one hundred twenty (120) days following the first day of the bid month following the Award.

K. Phantom Positions

- 1. A Pilot who holds a phantom Position and who no longer desires to occupy the phantom Position will amend his bid form so that the phantom Position is listed below other Positions the Pilot is eligible to be awarded, by seniority. Such Pilot

will not be released from the phantom Position until he actually receives an award to a different Position.

Example: A Pilot is flying as a DTW SF-340 Captain. He holds a DTW CRJ 900 Captain phantom Position. He no longer wishes to become a DTW CRJ 900 Captain, but wishes to bid back to DTW SF-340 Captain, or SF-340 Captain in another Domicile. His bid form should read as follows:

1. DTW SF-340 CA
 2. MSP SF-340 CA
 3. MEM SF-340 CA
 4. DTW CRJ900
 5. all remaining Positions
2. A Pilot who holds a phantom Position and who is flying in the Position he held prior to the Award of his phantom Position (“previous Position” or “previous Category”) while awaiting training is entitled to change Domiciles in his previous Category without affecting his right to the phantom position. A Pilot who wishes to change Domicile must submit a bid card showing his Domicile preferences for his previous Category, and the Pilot must continue to list his phantom Position above his previous Position. In addition, the Pilot must notify the Manager of Crew Resources, in writing, that he wishes to change Domiciles in accordance with the preferences listed on his bid form. This notice must be given prior to the close of the Vacancy/Realignment/Reduction bid.

Example: A Pilot is flying as a DTW SF-340 Captain. He holds a MEM CRJ200 Captain phantom Position. Prior to going to CRJ200 training, the Pilot wishes to change Domiciles and go to MSP. His bid form should read as follows:

1. MEM CRJ200 CA
2. MSP SF-340 CA
3. DTW SF-340 CA
4. all remaining Positions

FILLING OF VACANCIES (Bypassed Pilot takes leave after bypassing Pilot qualifies)					
February 1	April 1	April 15	May 1	May 30	June 1
Class	Bypassing Pilot qualifies	Bypassed Pilot goes on leave	Next class	Bypassed Pilot's equipment leaves property	Bypassed Pilot returns
	Bypassed Pilot starts pay at new rate				Company has 60 days, or the remainder of the bypass period to put Pilot in training, whichever is greater. Prior to entering training, Pilot is paid monthly guarantee at rate of bypassed position

FILLING OF VACANCIES (Bypassed Pilot takes leave before bypassing Pilot qualifies)		
February 1	February 15	May 1
Class	Bypassing Pilot in class, not yet qualified	Bypassed Pilot returns – Company has 60 days, or the remainder of the bypass period to put the Pilot in training, whichever is greater. Pilot remains at pay rate of previous Position until he is qualified in the new Position
	Bypassed Pilot goes on leave, still at pay rate of previous position	

Section 25 Scheduling

A. Staffing

The Company shall staff each Position with a sufficient number of Pilots to cover all known flying, vacation, normal sick leave levels, scheduled training, Company-related business and known leaves of absence.

B. Bid Periods

Bid Periods for scheduling, bidding, and pay are established as follows:

January	30 days	January 1-30
February	30 days*	January 31- March 1
March	30 days	March 2-31
April	30 days	April 1-30
May	31 days	May 1-31
June	30 days	June 1-30
July	31 days	July 1-31
August	31 days	August 1-31
September	30 days	September 1-30
October	31 days	October 1-31
November	30 days	November 1-30
December	31 days	December 1-31
For leap years, February will be a 31-day Bid Period		

C. Scheduling Committees

1. Preferential Bidding System ("PBS") Committee

The PBS Committee will be comprised of members from both the Association and the Company. Each party will identify no more than two (2) representatives to serve on the PBS Committee. The PBS Committee will be responsible for resolving conflicts between the provisions of the collective bargaining agreement and the operation of PBS. Disputes between the Association and the Company not first resolved in the PBS Committee will be resolved in accordance with Section 21.

2. Scheduling Committee

- a. The Association will establish a Scheduling Committee.
- b. The Association will select the Pilots to serve on its Scheduling Committee.
- c. Each Month, each Airline shall release two (2) Scheduling Committee Pilots, plus an additional Scheduling Committee Pilot for each ten (10)

C. 2. – D.2.

Positions, or portion thereof, starting with the twenty-first (21st) Position, for the purposes listed below:

- i. To construct Pairings in concert with the Company's planning department in accordance with the Company's specified parameters. The Company shall have the final approval over the constructed Pairings.
 - ii. To attend the Pairing solution meeting.
 - iii. To run the Line awards in concert with the Company's planning department.
- d. Pilots on the Scheduling Committee will be compensated by the Company at the greater of five (5.0) credit hours for each day or for Trips lost due to participation on the Scheduling Committee under this Section.
- e. In order to minimize the impact of uncovered flying, the Association will provide the Company's planning department, prior to the close of the Bid Period, with the names of the Scheduling Committee members who will participate in the Pairing and Line construction process as outlined in this subsection, as well as the dates on which the Scheduling Committee members will be performing such functions.
- f. When Scheduling Committee duties fall on days in which the Pilot is released for Association business, the Company will consider those days as "on duty" for purposes of FAA rest requirements.
- g. The Company shall meet with the MEC Scheduling Committee Chairman upon reasonable request.
- h. The Scheduling Committee shall have supervised access to any automated pairing generator used by the company, while it is not in use by the Company.
- i. The Company will provide appropriate (read-only) access to all reports generated by the Company's crew scheduling / planning system to the MEC Chairman or his designees.

D. PBS

1. PBS is the computer program used for the construction of Pilot monthly schedules. Build-Up Lines may be created through methods that do not involve PBS.
2. The Company will notify the Association in advance of any changes to PBS which affect the functionality of the Crew Interface and permit the ALPA members of the PBS Committee to provide input prior to the Company making such changes.

D.3. – D.13.

3. Any supporting documentation for the PBS software that was created without the consent of one of the parties shall not be offered as evidence in support of either party's position on any dispute concerning the proper interpretation of this Agreement.
4. All schedules created by PBS within a Position will be constructed utilizing the same PBS parameters. For example, the Default Line Range for a particular solution will be applied to every Pilot in the same Position.
5. Except as provided for in this Agreement or to correct an error, the Company will not alter a PBS solution or an individually awarded Line.
6. Instruction materials shall be provided to all Pilots during PBS training, and access to the PBS system shall be through the Company website.
7. The ALPA members of the PBS Committee will have direct access to the PBS vendor's technical support. The parties will share all information from the PBS vendor that is relevant to the substantive aspects of PBS.
8. The Company agrees to correct any program errors and to make any mutually agreed upon changes in a timely manner. The need for future meetings with the PBS provider will be addressed if sufficient issues warrant. The Company will include the Association's representatives of the PBS Committee at those meetings.
9. An Association representative of the PBS Committee will be permitted to attend user conferences and other conferences provided by the vendor, subject to Association Leave approval in accordance with Section 13.F.
10. The Company will use "Altitude PBS" by AD OPT or a similar product selected after consultation with the Association. The product will comply with all provisions of this Agreement.
11. No changes to the PBS programming awarding logic, including bidding preferences, will be made without mutual agreement of the Company and the Association.
12. Changes to the PBS Planner Interface settings or any other user defined entries will not be made without first advising the Association. Such changes will comply with the provisions of this Agreement. The Company will give reasonable consideration to the Association's concerns.
13. The Company will provide PBS Planner Interface training for members of the Scheduling Committee once per year when requested by the MEC Chairman, or his designee.

D.14. – D.17.

14. PBS Training for Pilots

- a. The PBS Manual and any updates to the manual will be maintained on the Company website, in printable format.

15. During initial training, the Company will give new hire Pilots an introduction, of at least one (1) hour in duration, to PBS. The course material will be mutually agreed to by the Company and the PBS Committee.

16. Technical Assistance

The Company shall establish a toll-free technical assistance telephone line for the purpose of assisting Pilots with technical problems and a toll-free telephone line for assistance with bidding. Such line(s) will be available on a schedule determined by the PBS Committee. The PBS Committee may also provide technical information through alternative methods as appropriate.

17. Reports

a. Single Line Reports

The Single Line Report, generated by PBS, will contain a Pilot's schedule, including PBS's analysis of a Pilot's bid, whether or not a bid preference was awarded, and the final score of the Line awarded according to the Pilot's bid preferences. Single Line Reports shall be posted in the PBS Crew Interface concurrent with the Final Line Award.

b. Category Line Reports

The Category Line Report generated by PBS consolidates all of the Single Line Reports by Position, sorted in seniority order. Concurrent with the posting of Single Line Reports, Category Line Reports for each Position shall be posted in the PBS Crew Interface.

c. Pay Report

A Pay Report will contain a Pilot's monthly schedule and will reflect the Pay Credit for his Final Line Award. These reports will be made available concurrent with the Final Line Award.

d. Master Schedules

Master Schedules are the reports that are a consolidation of the individual Pilot CrewTrac reports. These reports shall not be used in lieu of the Category Line Reports. Master Schedules will show the Final Line Award modifications as a result of the PVD Bid. Master Schedules will be posted on the Company website twenty-four (24) hours after the close of the PVD Bid.

18. The Company and the Association agree that, if AD OPT makes available an option that allows for a Pilot to bid utilizing non-mandatory Days Off on a CDO Line, the Company will acquire this option and implement it for Pilot use.

E. Construction

1. Trip Construction

a. Nights Away From Domicile

Trips will not exceed three (3) consecutive nights away from Domicile,

unless the Scheduling Committee Chairman and the Company agree on the construction of specific Trips that include four (4) consecutive nights away from Domicile.

b. Block per Duty Maximization

The Company will attempt to maximize the average Block per duty and/or other similar measures of utilization to the extent possible, giving consideration to operational issues and overall costs.

c. Carry-Out Trips

The Company will build carry-out Trips that operate into the Month following the Bid Period.

- i. Carry-out Trips will follow similar patterns and numbers as any other period of the Month, except where changed by holiday and/or marketing changes.
- ii. The Block hours scheduled in the carry-out Trips should decrease from the first to the third day of the Month. The number of crews reporting for duty on the first three days of a Bid Period should be no greater than the number of crews reporting for duty on other days of the Bid Period.
- iii. Once a Pilot is scheduled for a carry-out Trip it will become part of his schedule, unless modified due to marketing changes. If a marketing change after the Trip is awarded makes it necessary to modify or change the Trip before the opening of Monthly Bidding, the Pilot will be reassigned in accordance with paragraph H.3., below. Should the last day or days of the carry-out Trip be removed by the Company before the opening of Monthly Bidding, then the day(s) shall be treated as if they had never been awarded, the original Pay Credit of the carry-out day(s) will not apply for any day(s) removed, and those day(s) will be considered as unassigned for the purpose of awarding the Pilot's next monthly schedule.

E.2. – E.2.a.ii.(b)

2. Line Construction

a. Open Time

i. Prior to Bidding

- (a) Specific Trips may be withheld from bidding for such purposes as special certification flights, special qualification flights, management and instructor flying, etc., as verified by the Scheduling Committee. The Company will meet and discuss with the Scheduling Committee the specific Trips withheld for management and instructor flying.
- (b) Specific Trips withheld pursuant to paragraph E.2.a.i.(a), above, shall not exceed three percent (3%) of the total Scheduled Flying, by Position. All other Scheduled Flying will be made available for bidding and Line construction.
- (c) The Scheduling Committee will publish to the Pilot group the Trips that are being withheld from the bidding process.
- (d) A Trip withheld pursuant to paragraph E.2.a.i.(a) shall be considered Open Time but unavailable to Pilots until five (5) days prior to the Trip's scheduled report time, at which point such Trip, if unassigned, shall be made available and placed into Open Time.
- (e) The Scheduling Committee will be permitted to review all current unassigned Trips upon request.

ii. At the Completion of Line Construction

- (a) The following amounts of flying must remain unassigned provided that doing so results in a "Higher Point Value Solution," unless the Association Scheduling Committee agrees otherwise. A Higher Point Value Solution means that the total points of all of the awarded schedules in a Position increases when certain flying remains unassigned. The following criteria shall be applied by Position.
- (b) Twenty-one (21) or more bidders: Two percent (2%) of the total flight credit in each Position, but not less than the Maximum Default Line Credit, with no more than two (2) open Duty Periods on any one (1) day unless two percent (2%) of the total flight credit hours, by Position, divided by the Maximum Default Line Credit equals more than two (2), then one (1) additional period will be permitted to remain open per day, for each increment equal to the Maximum

E.2.a.ii.(b) – E.2.a.ii.(f)

Default Line Credit, rounded up, above two (2) times the Maximum Default Line Credit.

Example 1: Assume there are 130 MSP SF3 Captains and the total flight credit is 11,700 hours. The Maximum Default Line Credit is 90 hours. 2% of 11,700 equals 234 hours; 234 hours divided by 90 hours equals 2.6; therefore 3 open Duty Periods would be allowed to remain open each day.

Example 2: Assume there are 80 MSP SF3 Captains and the total flight credit is 6,375 hours. The Maximum Default Line Credit is 90 hours. 2% of 6,375 hours equals 127.5 hours; 127.5 hours divided by 90 hours equals 1.4; therefore 2 open Duty Periods would be allowed to remain open each day.

(c) Twenty (20) or fewer bidders: Three and one-half per cent (3.5%) of the total flight credit in each Position, with no more than one (1) open Duty Period on any one (1) day.

(d) Phantom Days

Phantom days (Pairings which end with a duty-off time after midnight, but before 0200) will not count toward the limit on open Duty Periods as described in this Section.

(e) Limitation on Daily Open Duty Periods

If flying remains unassigned in accordance with paragraphs E.2.a.i. and ii., and such flying falls on the first four (4) days of the Month or on a holiday as provided in paragraph L.6.b., below, then the Duty Periods permitted to remain open on those days will be limited to one-half of the total allowed in the applicable subsection above, rounded up.

(f) Crew Planning may elect to leave more or less flying unassigned and/or may elect to exceed the limitation on the number of open Duty Periods in a day set forth in paragraph E.2.a.ii.E., above, provided such action results in a Higher Point Value Solution and does not conflict with other provisions of the contract.

E.2.a.ii.(g) – E.2.g.

(g) Limitation on CDOs

If CDO flying remains unassigned in accordance with paragraphs E.2.a.i. and ii., the number of CDOs that remains unassigned, by Position, may be limited to the following:

- (i) 49 or fewer CDOs - 4 CDOs
- (ii) 50 to 99 CDOs - 6 CDOs
- (iii) 100 or more CDOs - 8 CDOs

(h) Unassigned Flying

No more than five percent (5%) of the Scheduled Flying for the Month, by Position, will remain after construction of Regular and CDO lines.

b. No Single Days Off

Except for the last day of the Month, all Days Off will be in contiguous blocks of two (2) or more Calendar Days. If the last day of the previous Month was a single Day Off, the first day of the new Month will be a Day Off unless the Pilot's preference indicates otherwise. A single Day Off adjacent to a planned absence is not a violation of this paragraph.

c. No Single Days of Duty

Except for the last day of the Month, days of duty shall occur in contiguous blocks of two (2) or more duty days. For the purpose of this paragraph a single CDO will be considered a single duty day. If the last day of the previous Month was a single duty day, the first day of the new Month will be a duty day unless the Pilot's preferences indicate otherwise.

- d. Notwithstanding paragraphs E.2.b. and E.2.c., above, a Pilot may indicate a preference to allow a single Day Off or a single day of duty to be awarded in his Line.
- e. Notwithstanding paragraph E.2.b., above, a Pilot with less than a full Month of availability may be assigned a single Day Off at the beginning or end of his availability period.
- f. Each Pilot who is eligible to bid will be awarded either a Regular, CDO, or Reserve Line.
- g. PBS will be the only source for Regular, CDO and Reserve Line construction.

E.2.g.i. – E.2.h.iii.

- i. Regular Lines will contain Trips, Days Off, Planned Activities, and Trips that carry in from the previous Bid Period. Regular Lines will not contain reserve assignments.
- ii. CDO Lines will consist of CDO Trips, Days Off, Planned Activities, and Trips that carry in from the previous Bid Period. CDO Lines will not contain reserve assignments.
- iii. Reserve Lines will contain reserve days, Days Off, Planned Activities. They will not contain any flying assignments, except for carry-in assignments from the previous Month.

h. Line Range

A Line will not be constructed to exceed ninety (90) block hours. In addition, the maximum number of block hours in a seven (7) day period will not be less than twenty-eight (28) hours nor more than twenty-nine (29) hours, except by mutual agreement of the PBS Committee members. The Schedule Credit range for a Regular Line will be seventy-five (75) to ninety-five (95) Schedule Credit hours (Default Line Range), subject only to the exceptions listed below. CDO Lines may credit less than seventy-five (75) hours, although the Pilot will still receive a seventy-five (75) hour guarantee. In addition, a Pilot may preference "Maximum Line Range." This preference will increase the Pilot's maximum block hours to ninety-four (94) and increase the maximum Schedule Credit to one hundred five (105) hours. The Company may modify the credit ranges in accordance with the following:

- i. The number of hours between the low and high monthly Schedule Credit hour limitations shall not be less than fifteen (15) hours.

Example 1: If the Schedule Credit cap is reduced to ninety (90) hours for the Default Line Range schedules, then the minimum must not be higher than seventy-five (75) hours.

Example 2: If the Schedule Credit cap is reduced to eighty-seven (87) hours for the Default Line Range schedules, then the minimum must not be higher than seventy-two (72) hours

- ii. The Default Line Range Schedule Credit cap may not be reduced below eighty-five (85) hours.
- iii. The Maximum Line Range Schedule Credit cap may not be reduced below ninety-four (94) hours.

E.2.h.iv. – E.2.h.ix.(a)

- iv. The Company may reduce the minimum Schedule Credit hours to fewer than seventy-five (75) hours. However, a Pilot will still receive the minimum monthly guarantee.
- v. Following the publication of the Monthly Bid package:
 - (a) The Default Line Range Schedule Credit cap shall not be lowered.
 - (b) The Default Line Range Schedule Credit cap may be restored from a lower value to a higher value, not to exceed ninety-five (95) hours.
 - (c) Should the Company modify the Default Line Range Schedule Credit cap; the Company will post a message on CrewWeb and in the PBS Crew Interface.
- vi. If a Pilot has a Planned Activity for a portion of a Month other than one with Schedule Credit as listed in Section 3.T., his Line range will be prorated and his Days Off will be prorated in accordance with Appendices B and D. In order for such proration to occur, the Pilot must give the Company notice of the Planned Activity prior to the Final Line Award. If the Planned Activity has Schedule Credit value there will be no prorating of the Line or the Days Off except in the case of vacation when Days Off will be prorated.
- vii. For schedule construction purposes only, the Schedule Credit value of a Trip will be equal to the Pay Credit for the Trip, except as otherwise provided in this Agreement.
- viii. Schedule Credit for Association Leave
 - (a) For a period of up to five (5) days, each Day of pre-assigned Association Leave will have a Schedule Credit value of five (5) hours.
 - (b) For periods of six (6) days or greater, pre-assigned Association Leave will have a Schedule Credit value as determined by Association policy on a pro-rated Month basis, including pro-rated Days Off.
- ix. Only the Schedule Credits assigned to the Days of the Bid Period will be counted in the Line credit value.
 - (a) Any Schedule Credit that carries out on Days of the following Bid Period will not be counted in the Line credit value of the current Bid Period.

E.2.h.ix.(b) – E.2.j.i.(d)

- (b) Any Schedule Credit that carries in on Days of the current Bid Period from the previous Bid Period will be included in the Line credit value of the current Bid Period.
 - (c) The Schedule Credit for a Duty Period, including a CDO, with a report time in one (1) Bid Period and a release time in the following Bid Period, will be credited in the Month the Pilot reports for the Duty Period. The Schedule Credit will not be used in the following Bid Period.
- i. PBS will award each Line holder at least the minimum Days Off in Domicile as specified in Section 12.E.
 - i. Except for Long Term Training, Planned Absences that involve any Company duty will count as duty days and will not reduce a Pilot's Day Off entitlement.
 - ii. Long Term Training and Planned Absences that do not involve Company duty will have the number of available days and Days Off prorated in accordance with the Appendix D.
 - iii. A Pilot's Days Off will never be pre-assigned, except in accordance with Section 7.A.5. and except when a Pilot requests a planned leave of three (3) days or less.
- j. Lines Containing Continuous Duty Overnight (CDO) Assignments
 - i. Pure CDO Lines
 - (a) CDOs will be consolidated into Lines consisting exclusively of CDOs (pure CDO Lines) to the maximum extent possible.
 - (b) Pure CDO Lines may contain sequences of as many as four (4) consecutive CDOs.
 - (c) Pure CDO Lines will be built around Planned Activities on a Pilot's calendar.
 - (d) If there are more CDO Lines than successful volunteers, the CDO Lines will be assigned to Reserve Pilots in seniority. A Reserve Pilot may elect to retain his Reserve Line in lieu of a CDO Line. If all the most senior Reserve Pilots elect to retain a Reserve Line, the most junior Pilots may be forced into a CDO Line.

E.2.j.ii. – E.2.l.ii.

ii. Hybrid Lines

CDOs that cannot be built into pure CDO Lines may be placed on Regular Lines (“hybrid Lines”) and will be consolidated into sequences of no more than three (3) consecutive CDOs. Hybrid Lines will contain no more than a total of nine (9) CDOs. The number of hybrid Lines will be minimized to the lowest number possible.

Example: A hybrid Line of time may contain 3 consecutive CDOs, followed by at least 2 Days Off, followed by 3 consecutive CDOs, again followed by at least 2 Days Off, and followed by 3 consecutive CDOs. No other CDO assignments may be performed during the Month.

k. Reserve Lines

- i. Except as provided in paragraphs E.2.d. and E.2.e., above, Reserve Lines will contain no fewer than two (2) Calendar Days off in Domicile in any seven (7) consecutive day period. However, a Pilot may be awarded six (6) consecutive Calendar Days of duty if the six (6) day sequence includes both Reserve periods and a training/checking event. If the training/checking event is subsequently removed from the Pilot’s Reserve Line, he shall be placed on Long Call Available on the days the training/checking was cancelled.
- ii. Reserve days will specify availability period start and end times.
- iii. Reserve availability periods shall be designated P1, P2, and P3. (Short Call Reserve Periods) and Long Call Reserve.
- iv. Excluding Positions with less than eight (8) Reserve Lines, at least 15%, using standard rounding, of the Reserve Lines constructed, by Position, will be Long Call Reserve Lines.

l. Build-Up Line Construction

- i. Build-Up Lines may contain Trips, reserve days, Planned Activities, and Days Off.
- ii. A Pilot who is not eligible to bid for a monthly schedule but who becomes available for duty will be given a Build-Up Line.

E.2.I.iii. – E.2.I.iv.(c)

- iii. Build-Up Lines will be filled with Trips not built into Lines, LCA days, reserve days, Days Off, and Planned Activities. The inclusion or exclusion of reserve days is determined by a Pilot's seniority and is outlined in paragraph E.2.I.v., below. A Build-Up Line that includes reserve days will contain no less than two (2) consecutive Days Off in any consecutive seven (7) day period.
- iv. Build-Up Lines for those Pilots with at least fourteen (14) days of availability will contain at least one block of three (3) Days Off.
- v. Pilots that have been excluded from bidding will be assigned a Build-Up Line commensurate with their seniority. To illustrate the application of this paragraph, the following examples shall be followed as a general guideline:
 - (a) A Pilot will be given the highest number of Days Off that was awarded to any junior Pilot in the same Category, other than a junior Pilot who holds a Line that contains a vacation, Long Term Training or other leaves of absence, prorated for the number of days actually available. To be determined as follows:

$$\frac{(\text{Days in the Month} - \text{unavailable days}) \times Z}{\text{Days in the Month}}$$

Z = highest number of Days Off that was awarded to any junior Pilot in the same Category

*The result will be rounded to the nearest whole number.

- (b) A Pilot who would have held a Regular Line with weekends off will be given a Build-Up Line with weekends off, to the maximum extent possible. A Pilot may also choose to work weekends at his discretion.
- (c) A Pilot who would have held a Regular Line, other than a forced CDO Line, will be given a Build-Up Line with no reserve days. LCA days may be added to his schedule to meet the number of Days Off commensurate with the Line he would have held.

E.2.I.iv.(d) – F.1.c.vii.

(d) A Pilot who receives a Build-Up Line containing Trips and reserve days will be:

- (i) Treated as a Line holder for Trips assigned as part of the Build-Up Line construction.
- (ii) Given credit for each reserve day in accordance with Section 3.G.

(e) A Pilot may submit requests for specific Days Off. Such request will not be unreasonably denied.

F. Bidding

1. Bid Packages

a. For each Domicile, a bid package shall be distributed electronically via the Company website. The bid package will be in a printable format containing all information required for a Pilot to bid his monthly schedule. A Pilot shall be provided a paper copy of the bid package, upon request.

b. Bid Package Changes

- i. If changes to the information in the bid package occur after production of the bid package, a summary of changes will be published electronically.
- ii. In addition to paragraph F.1.b.i., above, the Company will post through all available crew message systems an alert to review the summary of changes.

c. The bid package will contain at least:

- i. Pilot bid eligibility list;
- ii. "High time Pilots" list, if applicable;
- iii. Planned Activities;
- iv. Bid opening and closing times;
- v. A summary by system, fleet and Domicile of the average productivity of the Trip pairings, the numbers of Trips by length in days, and number of CDOs per Month;
- vi. The start and end times of each type of reserve availability period, by Position;
- vii. Notes common to all Domiciles;

- viii. Current lodging facilities, telephone numbers, and method of transportation between the airport and lodging facility;
- ix. Leg Values;
- x. Estimated PBS Line Parameters;
 - (a) Default Line Range—minimum and maximum credit time, and maximum Block hours;
 - (b) Maximum Line Range—maximum credit time;
 - (c) Average Regular Line credit;
 - (d) the number of anticipated Regular Lines and Pure CDO Lines, by Position;
 - (e) The target minimum and maximum number of Reserve (RSV) Lines, by Position;
- xi. Trip Information;
 - (a) Report and release times;
 - (b) Flight numbers and city pairs with departure and arrival times;
 - (c) Block hours and flight credit hours;
 - (d) Layover stations, layover time, hotel name and telephone number;
 - (e) Duty time;
 - (f) Scheduled and type of rest time (i.e., normal rest, reduced rest, compensatory rest); and
 - (g) Time away from Domicile (i.e. Time Away From Base “TAFB”).
- d. Bid packages will be made available electronically concurrently with the opening of the Monthly Bid.
- e. If unanticipated changes to the marketing schedule occur, schedule changes will be made before the opening of the Bid Period, if possible. If such changes require the delay of opening the Bid Period, the Company will consult with the MEC Chairman, or his designee, to determine if the circumstances warrant delaying the bid opening, closing, and/or awarding dates.

F.1.f. – F.2.a.iii.(c)

- f. The Monthly Bid Package will reflect any known marketing changes for that Month. Should marketing schedules be modified after the posting of Monthly Bid Packages, such modifications shall be made to the Final Line Award. The affected Pilots will be notified as soon as possible and shall be rescheduled in accordance with paragraph H. The Pilot will receive Pay Credit for changes made after the close of the Monthly Bid in accordance with Section 3.N.

2. PBS Bid and Award

a. Overview of the Bid Process

- i. Pilot schedules are constructed through a series of three bids: Early Bid, Monthly Bid, and PVD Bid.

- ii. Early Bid

- (a) The Early Bid is used to conduct bidding for Short Term Training, monthly vacation changes, TOWOP, RA Lines, and TDY Positions.
- (b) The Early Bid Packages will be distributed on the 4th of each month.
- (c) The Early Bid will end no sooner than 0700 CT time on the 9th of each month.
- (d) Early Bid awards will be included in the Monthly Bid Packages.

- iii. Monthly Bid

- (a) The Monthly Bid is used to conduct bidding for flight and reserve duty assignments, Days Off, and certain schedule preferences with Planned Activities to be accounted for in a Month. The results of the Early Bid are placed on a Pilot's schedule in advance of the Monthly Bid.
- (b) The Monthly Bid begins at 1200 CT time on the 12th of each month and closes at 1200 CT time on the 16th of each month.
- (c) The Final Line Awards will be posted no later than 1700 CT Time on the 20th of each month.

iv. PVD Bid

- (a) The PVD Bid is used to conduct bidding for PVDs after the Monthly Bid is complete and the Final Line Awards are published.
- (b) The PVD Bid Period begins when the Final Line Awards are posted and remains open for forty-eight (48) hours.
- (c) The results of the PVD Bid, which modify Final Line Awards, will be provided in the Master Schedules within twenty-four (24) hours after the close of the PVD Bid.

b. Bid Eligibility

- i. A Pilot will bid for a schedule in the Position that he holds. All bids shall be awarded in accordance with seniority.
- ii. Except as provided below, to be eligible to bid a Pilot must be available for a minimum of ten (10) days in the Month for which he is bidding.
 - (a) For the purpose of this computation, Pilots will be considered available during vacation, recurrent Ground Training, recurrent proficiency checks, bereavement leave, jury duty leave, Association Leave, or any other company duty, excluding Long Term Training.
 - (b) A Pilot on sick leave (including short term personal FMLA leave) or on FMLA for a qualified family member in the current Month but anticipated to be available for a minimum of ten (10) days in the Month for which he is bidding will be permitted to bid.
 - (c) A Pilot returning from any other absence must be available by 1200 CT on the 16th of the month. Availability computation for a Pilot returning from any other absence will be based on his verifiable return to work date, subject to completion of the return from leave check-in procedures, including any requalification training, if necessary. Release from military duty, a medical release or other return to duty documentation will be required.
 - (d) A Pilot with a full Month of Association leave will not bid for that Month.

F.2.b.iii. – F.2.b.vi.(c)

iii. Requalification Training

- (a) A Pilot attending Requalification Training who is scheduled to become requalified before the end of the Month prior to the bid Month will be eligible to bid in his requalified Position.
- (b) A Pilot attending Requalification Training who is awarded a schedule in accordance with paragraph F.2.b.iii.(a), above, and who completes Requalification Training prior to the end of the Month will be assigned a Build-Up Line for the remainder of that Month.
- (c) A Pilot attending Requalification Training who has not been awarded a schedule in accordance with paragraph F.2.b.iii.(a), above, and who completes Requalification Training before the end of that Month will be assigned a Build-Up Line in his new Position upon Completion of Training. The Pilot will be permitted to designate three (3) consecutive days as Days Off, and those Days Off will be scheduled on the Build-Up Line.

- iv. A Pilot completing training in conjunction with a newly awarded Position will be eligible to bid a schedule in his newly awarded Position, so long as the Pilot completes his final simulator event no later than the tenth (10th) day of the month preceding the bid Month.

v. Full-Time Instructors (“FTI”)

A Pilot projected to work as a Full-Time Instructor in a Month will not be eligible to bid.

vi. Part-Time Instructors (“PTI”)

- (a) A PTI who is not converted to a Full Time Instructor in accordance with the Instructor LOA will be entitled to bid a monthly schedule.
- (b) A PTI who becomes aware of a PTI assignment prior to bidding his monthly schedule shall have instruction days built into his Line as Planned Activities, and all such days shall count as days of work.
- (c) A PTI who does not become aware of a PTI assignment until after the Monthly Bid has closed may have his Line adjusted after the Final Line Award, provided the training assignments do not interfere with more than one half of his scheduled work days.

vii. Planned Activities

A Pilot who returns from a Leave of Absence sooner than his projected date and a Pilot who completes training in accordance with paragraph F.2.b.iii., above, will be given a Build-Up Line until he commences flying his awarded schedule.

c. PBS Bidding

- i. If the Company removes a Pilot from his schedule with pay for an investigation, the Pilot will bid for a schedule for the following Bid Period in accordance with this Section 25. The Pilot will then be removed from the portion of his schedule designated by the Chief Pilot's office and will be pay protected in accordance with this Agreement.
- ii. Requests for moving days must be submitted no later than 1200 Central on the 10th day of the month prior to the move.
- iii. Beginning twelve (12) hours prior to the close of the Monthly Bid and until the posting of the Final Line Award, the processing of calendar transactions (drops, swaps, trades, etc.) or other changes which affect the last seven (7) days of the Month will be suspended.
- iv. A Pilot may enter his bid directly into Company provided computer terminals at any Domicile or any other computer via web access and will be able to view a copy of the bid including date and time stamp.
 - (a) A Pilot will be allowed to modify, or enter a Monthly Bid the entire time the Monthly Bid Period is open.
 - (b) Each Standing and Monthly Bid will be given a unique tracking label. That label will be given to the Pilot at the time he enters the bid. The tracking label will have a computer generated time stamp.
 - (c) A Pilot who does not enter a Standing or Monthly Bid will have the default bid specified in paragraph F.2.c.vi.(c), below, automatically entered.
 - (d) Under no circumstances will the Company or any PBS administrator enter or modify a Pilot's bid preferences without that Pilot's express consent. If the Pilot does agree to a bid change, the Pilot will be given a unique tracking number for that bid change at the time the change is made. The tracking label will have a computer generated time stamp.

F.2.c.iv.(e) – F.2.d.i.(b)

- (e) The latest Standing Bid and latest Monthly Bid entered will be available for review by the Pilot at any time.
 - v. All bids that are time stamped will be archived for a minimum of three months and be available for review by the Scheduling Committee.
 - vi. Use of Bids
 - (a) PBS Bidding will be accomplished electronically with the PBS program. PBS will use a Pilot's Specific Monthly Bid (schedule bid preferences for a specific Month) when awarding a monthly schedule.
 - (b) PBS will use the most current Standing Bid on file prior to the close of the Monthly Bid when awarding a monthly schedule for a Pilot who did not submit a Specific Monthly Bid. A Pilot may submit and modify his Standing Bid at any time.
 - (c) The Pilot members of the PBS Committee will develop a default bid which will be used in the event a Pilot does not have a Standing Bid and does not submit a Specific Monthly Bid.
 - vii. The Company will not restrict or inhibit any Pilot from downloading and storing any bid package, or Line report, except on Company computers.
 - viii. The Company shall notify the MEC Chairman, or his designee, of unanticipated system maintenance or if a significant system outage occurs. If such notice is required, the Company will consult with the MEC Chairman, or his designee, to determine if the circumstances warrant delaying the closing of the bid.
- d. PBS Awards
- i. Lines will be awarded in seniority order in each Position.
 - (a) Captain Lines will be awarded prior to First Officer Lines.
 - (b) A Pilot who voluntarily bids for a pure CDO Line will be awarded his Line in seniority order prior to all other Line awards. A Pilot will be awarded a CDO Line if the PBS program can award the Pilot all of the specific Days Off he requests.

- ii. PBS will follow the “right to fly” principle. If a Pilot has the seniority to hold a Regular Line, and he has bid for a Regular Line, he will be awarded a Regular Line. PBS will not displace a Pilot to a Reserve Line due to a Planned Activity, a conflict with Line construction rules, or any reason other than seniority. This does not include a Pilot denied a CDO Line due to CDO Line construction rules. A Pilot denied a CDO Line because of reasons other than CDO Line construction rules will be handled in accordance with provisions governing mis-awards.
- iii. Once the Monthly Bid is open, a Pilot must be notified of, and acknowledge receipt of, any changes to any Planned Activity prior to the change. If the notification is less than twenty-four (24) hours from the close of the Monthly Bid, the Pilot may decline the schedule change.
- iv. All Planned Activities will be placed on a Pilot’s calendar prior to the opening of the Monthly Bid. Examples are training, vacation, FMLA, separation, Company buy, Instructor duty, etc.

3. Mis-Award

a. Award Dispute Process

Either a Pilot or the Association may file an award dispute claim so long as the claim is filed with the PBS Committee via email no later than 0800 CT time on the first day of the Bid Period. Neither a Pilot nor the Association may file a grievance pursuant to Section 20 alleging that a Pilot’s schedule is in violation of this Agreement, unless the Pilot reasonably could not have known of the violation within the mis-award window. This paragraph will not be construed to bar a grievance concerning an alleged violation of the mis-award process.

b. Criteria for Mis-Award

A mis-award shall be deemed to have occurred when a Pilot submitted a bid, but did not receive a Line award, did not receive a Line award based upon the applicable bid, or received an award that was inconsistent with the established PBS programming parameters (e.g. failure to honor seniority and preferences).

c. Remedy for Mis-Award

- i. Once a mis-award is verified, Crew Planning, the Pilot involved and the Scheduling Committee will attempt to mutually resolve the issue.

F.3.c.ii. – F.3.c.iii.(d)

- ii. For an error involving a single Trip that should have been awarded but was not, should the parties be unable to reach an agreement that is acceptable to the Pilot, the Pilot will be paid and rescheduled in accordance with the Trip he should have been awarded and the Pilot will fly the remainder of his properly awarded Line.
- iii. For an error involving more than a single Trip, should the parties be unable to reach an agreement that is acceptable to the Pilot and the Pilot's seniority would have allowed him to hold a Regular Line, the Pilot will choose any Line awarded to any junior Pilot in his Category.
 - (a) A Pilot will be prohibited from choosing a Line that includes vacation or extended leave.
 - (b) The specific Days Off of that Line will become the Pilot's Days Off.
 - (c) The specific duty days of that Line will become his duty days.
 - (i) If the Line chosen by the Pilot is a Regular Line other than a pure CDO Line, Crew Planning may fill the duty days with Trips or LCA days, provided they do not conflict with any other Planned Activities.
 - (ii) If the Line chosen by the Pilot is a pure CDO Line, the Pilot will only be required to be available for CDO assignments and CDO reserve, provided they do not conflict with any other Planned Activities.
 - (iii) If the Line chosen by the Pilot is a regular or CDO Line, the Pilot will not be assigned reserve duty nor will he be required to complete reserve duty at any time during the Bid Period, other than CDO reserve duty if the Pilot chose a CDO Line.
 - (iv) If the Line chosen by the Pilot is a Reserve Line, Crew Planning will assign the Pilot reserve assignments on those days, provided they do not conflict with Planned Activities.
 - (d) The Pay Credit of that Line will become the Pay Credit of the Pilot's Line. The additional Pay Credit needed to bring the Pilot's Build-Up Line to that value will be added to the Pilot's calendar.

F.3.c.iii.(d) Example – G.3.b.ii.

Example: A Pilot chooses a Line with a credit value of 92 hours. The Pilot's Build-Up Line has only been built to 80 hours. This Pilot would have a twelve (12) hour Pay Credit added to his Line to bring his Line value to 92 hours.

- iv. If no agreement can be reached that is acceptable to the Pilot, and the Pilot only had the seniority to hold a Reserve Line, the Pilot will choose any Line awarded to any junior Pilot in his Category. A Pilot will be prohibited from choosing a Line that includes vacation or extended leave.
 - (a) The specific Days Off of that Line will become his Days Off.
 - (b) The specific duty days of that Line will become his reserve duty days provided they do not conflict with any other Planned Activities.
- v. When correcting a mis-award, the Pilot will inform Crew Planning of his choice within twenty-four (24) hours of being notified that mutual agreement could not be reached.

G. Open Time

- 1. An Open Time assignment may consist of charter flying, any Scheduled Flying not included in a Line, and any other flight time that becomes available during the Month.
- 2. The Company will electronically post Open Time as soon as practicable.
- 3. After the Final Line Awards, Open Flying will be awarded or assigned in the following order of priority:
 - a. A Pilot who has submitted a Trip trade request to either trade for the open Trip or add the Trip.
 - b. To the following Pilots with specific order at Company's option, provided such Open Time has not been requested to be picked up by a Pilot prior to making the assignment.
 - i. A Reserve Pilot or a Pilot on LCA who has not completed his Consolidation of Knowledge requirements in accordance with paragraph L.5, below.
 - ii. A Pilot who has been displaced from a Trip.

G.3.b.iii. – G.4.a.

- iii. A Pilot having a Build-Up Line constructed.
- iv. A Pilot subject to rescheduling and recovery in accordance with paragraph H, below.
- v. A pilot who is available following use of the Commuter Clause.
- vi. A supervisory/management Pilot, at Company's discretion.
- c. A Long Call Available Pilot.
- d. A Reserve Pilot in Domicile who is scheduled for reserve duty, however, the Trip will remain in Open Time until forty-eight (48) hours prior to the scheduled report time of the Trip.
- e. A Reserve Pilot from another Domicile who is scheduled for reserve duty, however, the Trip will remain in Open Time until forty-eight (48) hours prior to the scheduled report time of the Trip.
- f. A Pilot eligible for reassignment in accordance with paragraph L.2.a.iii., but no sooner than forty-eight (48) hours prior to the scheduled report time of the Trip.
- g. A Pilot extended in accordance with paragraph I., however, the Company may assign a Trip to an extended Pilot prior to assigning a Reserve Pilot if the Trip became available within two (2) hours of the report time and no Ready Reserve Pilot is available.
- h. The most junior Pilot available in the Domicile, but not sooner than forty-eight (48) hours prior to the scheduled report time of the Trip (Junior Assignment).
- i. The most junior Pilot available in the system, but no sooner than forty-eight (48) hours prior to the scheduled report time of the Trip (Junior Assignment).
- 4. Procedures and Rules for Picking Up Open Time / Trip Trades / Trip Drops / Trip Giveaways
 - a. If the Company plans to implement an automated Trip trade program, the Company will meet with the Association to discuss the system to be selected. During the implementation process, the Association will be offered the opportunity to provide input into the system's operation.

b. Line Improvement Period (LIP)

Upon the posting of the Final Line Awards, the LIP will be open for forty-eight (48) hours to receive Trip trade, Open Time Trip trade, and Trip add requests that affect the schedules for the next Bid Month. A Pilot may submit a maximum of five (5) requests. Such requests will be processed in seniority order. Pure drops will not be processed. Awards from these requests will be posted no later than the 25th of the month.

- c. Following the posting of the Line Improvement awards, the Company will process the requests on a first come first serve basis. Except for pure drops, partial Trip adds, and non-vertical trades, the Company will respond as soon as possible, however must respond to a Pilot within seventy-two (72) hours following receipt of the request. Pure drops, partial Trip adds, and non-vertical trades will be processed by no later than forty-eight (48) prior to the report time of the Trip.
- d. Other than the LIP, all Trip trade/drop requests, and reserve day drop requests must be submitted and indicate acceptance by the Pilots involved and received by Crew Scheduling forty-eight (48) hours in advance of the proposed trade/drop or six (6) hours in advance of the proposed trade/drop if the Trip remains in Open Time pursuant to paragraph I.2.c., below. When, due to unusual and unforeseen circumstances, the Pilot is unable to submit his request in advance, this requirement may be waived by the Company, if feasible to do so.
- e. A Pilot may pick up an Open Time Trip(s) during his vacation period. The Pilot will receive pay for his vacation and the value of any Open Time Trip(s) picked up.
- f. A Pilot may pick up an Open Time Trip, accept a Trip from another Pilot (i.e., as a result of a "Trip giveaway") or trade a Trip, even if the additional duty will result in the Pilot receiving a number of Days Off less than the contractually-required number of Days Off for that Month, subject to the limits of Section 12.
- g. A Pilot may trade or drop a complete Trip or any segment(s) of a Trip.
- h. Partial Trip Adds
 - i. A Pilot will be permitted to add a portion of a Trip published in Open Time, provided that the requested partial Trip add consists of either:
 - (a) Two or more consecutive round trips, which may include an overnight, or

G.4.h.i.(b) – G.4.h.iv.(b)

- (b) At least four (4) consecutive legs that begin and end in the same Domicile, or
 - (c) A single round trip, which may include an overnight, that is either the first or last round trip of the Trip published in Open Time.
- ii. A Pilot will be permitted to add a portion of a Trip that consists of either of the following Trip legs, provided that the Company may withhold the award of such partial Trip add request until forty-eight (48) hours prior to the scheduled report time of the Trip. If another Pilot(s) submits a Trip add request that encompasses a larger portion of the same Trip published in open time, the award will be made to the Pilot who submits a request for the largest portion of that Trip.
 - (a) A single round trip, which may include an overnight (other than a Trip add covered in paragraph G.4.h.i.(c), above), or
 - (b) Two (2) or more consecutive legs provided that the first and last legs of the Trip portion originate and end in a Pilot domicile (e.g. MEM-LEX-DTW) that operates the same equipment, and provided that no deadhead is necessary to position a Pilot to fly the remaining Trip who would not otherwise have been deadheaded.
- iii. A Pilot may be permitted to add a portion of a Trip that creates a deadhead as part of his request, at Company discretion.
- iv. A Pilot will be credited for a Trip add in accordance with Section 3.H. (Minimum Day Pay) for any Trip created by the Company that is published in open time with less than four (4) hours of Pay Credit.
 - (a) A Pilot who requests a portion of a Trip that has less than four (4) hours of Pay Credit will not receive Minimum Day Pay for that Day.
 - (b) If any portion of a Trip remaining in Open Time after an award of a partial Trip add includes a day with less than four (4) hours of Pay Credit due to the partial Trip add, the Pilot will not receive Minimum Day Pay for that day. Such Open Time will have a designator indicating that Minimum Day Pay will not be paid.

G.4.h.iv.(c) – G.4.k.

- (c) A Reserve Pilot or a Pilot who has been junior assigned pursuant to paragraph I., below, who is assigned to a Trip that includes a day with less than four (4) hours of Pay Credit, will be paid Minimum Day Pay for that day regardless of whether the Trip was modified from the original pattern by a Pilot(s) who was awarded partial Trip add(s).

EXAMPLE: A 2-day Trip in Open Time is scheduled for 6 hours of Pay Credit on day 1 and 3 hours of Pay Credit on day 2. A Pilot is awarded a partial Trip add that provides him with 3 hours of Pay Credit in day 1 and all of the Pay Credit in day 2.

The Pilot would not receive Minimum Day Pay for day 1, (in accordance with paragraph G.4.h.iv.(a), above) but would receive Minimum Day Pay for day 2 (in accordance with the first sentence of Paragraph G.4.h.iv.).

Another Pilot adds the 3 hours of Pay Credit that remained on day 1. The Trip would be designated as a non-Minimum Day Trip (in accordance with paragraph G.4.h.iv.(b), above) and the Pilot would not receive Minimum Day Pay for that day.

- i. "Trip Giveaway" means a Trip, or a segment(s) of a Trip, that a Pilot may voluntarily give away to another Pilot. In order for the accepting Pilot to be eligible for the assignment, such assignment must not result in the Pilot exceeding any flight and duty time limitations set forth in this Agreement or any applicable FAR limitations. A Pilot who is in compliance and who is assigned the Trip will not be eligible for premium pay, unless premium pay was already associated with the Trip.
- j. A Pilot will be responsible for operating his original Trip(s) until he receives confirmation of the Trip trade, Trip drop, or Trip giveaway. For trades submitted within seventy-two (72) hours of the Trip, a Pilot who has not received either a confirmation or denial of a transaction twenty-four (24) hours prior to the affected flight shall contact Crew Scheduling to determine the status of the request.
- k. Subject to Company approval, a Pilot may trade a reserve day(s) and/or a Day(s) Off within his own schedule.

G.4.i. – G.4.t.

- i. Subject to Company approval, a Reserve Pilot may trade a reserve day(s) with another Reserve Pilot or with a Build-Up Line holder.
- m. Subject to Company approval, a Pilot may voluntarily pick up a reserve day(s) on his previously scheduled Day(s) Off. A Reserve Pilot who picks up a reserve day on a previously scheduled Day Off may reduce his Days Off to a number less than the contractually-required number of Days Off, subject to the limits of Section 12.
- n. The Company will grant Trip drop requests based on its operational needs.
- o. Vertical trades (trades which involve the same Calendar Days) and non-vertical trades with Open Time (trades which involve different periods of the Month) will be awarded provided there is no specific operational reason to decline the request.
- p. A Pilot may pick up Open Time in a Domicile other than his current Domicile provided there is no additional cost to the Company. The trading of Trips (or schedules) between Pilots in different Domiciles will not be permitted.
- q. During a Bid Period, excluding requests as part of the Line Improvement period and Open Time Trip pickups, a Pilot may submit no more than ten (10) Trip trade requests. Only those transactions which are submitted electronically using the appropriate spaces will be considered.
- r. Trip adds on Days Off will be awarded to regular and CDO Line holders, provided the add does not cause the Pilot to exceed one (1) hour less than the FAR weekly maximum or two (2) hours less than the FAR monthly maximum. Reserve and Build-Up Line holders may add Trips on their Days Off with Crew Scheduling's concurrence; however, if Crew Scheduling denies the add, the Pilot will be provided with the operational reason for the denial.
- s. Subject to the provisions of this paragraph G., the Company will grant a Pilot's request to trade a Trip, to pick up Open Time, or to accept a Trip Giveaway unless the Pilot is a High Time Pilot as described in paragraph H.7.d., or the transaction causes the Pilot to exceed one hour less than the FAR weekly maximum or two (2) hours less than the FAR monthly maximum.
- t. Pilot Waiver for Voluntary CDO Adds or Trades

A Pilot may, at his option, add one (1) or more CDOs to his Line, provided that the result of the addition of such CDO(s) provides the Pilot with one (1) Calendar Day off following the completion of the CDO(s).

H. Rescheduling and Recovery

1. In unusual circumstances, the Company reserves the right to make changes to a Pilot's schedule due to operational necessity.

2. Marketing Changes

If schedule changes are the result of unanticipated alterations to the marketing schedule, changes will be made before the posting of the Monthly Bid Package. When it is not possible to make the necessary changes prior to the posting of the Monthly Bid Package, the Company will consult with the MEC Chairman, or his designee, to determine whether to delay bidding, or to nullify the awards and rebid, or to make changes to the Final Line Award. Scheduled changes made after the Final Line Awards are posted will not cause a Pilot to lose pay or cause any change in a Pilot's awarded Days Off.

3. Reassignment and Recovery

A Pilot whose flight is removed or cancelled will be paid in accordance with Section 3.N. and will be "Time Available." Time Available means that the Pilot is subject to reassignment during his original Trip Hour Period and the new flight assignment may be scheduled to extend one (1) hour beyond the Pilot's original Trip Hour Period.

4. Rights and Obligations of Time Available Pilots

- a. General

A Time Available Pilot:

- i. shall be subject to no less than the call-out time specified for reserves in paragraph J.4., below, if he is not already at the airport or in a Company-provided rest facility,
 - ii. shall not be required to sit as a Ready Reserve at the airport,
 - iii. shall provide Crew Scheduling with a contact number for the Time Available period, and
 - iv. may be released from the Time Available period with pay at the discretion of Crew Scheduling.
 - v. shall be released if not given a reassignment by one (1) hour prior to the scheduled release time of his original Trip, unless being extended or junior manned in accordance with paragraph I., below.

H.4.b. – H.4.d.

b. Pilot is Not At Airport

A Pilot who is not at the airport at the time the cancellation occurs, or leaves the airport subsequent to a cancellation pursuant to paragraphs H.4.c.ii. or H.4.d., below, must be contactable during his originally scheduled Duty Period(s).

c. Irregular Operations

- i. The Irregular Operations Procedures (IOP) may be declared for a specific hub by the Manager of SOC when fifteen percent (15%) or more of flights originating at the hub over the remainder of the day are expected to be canceled due to circumstances beyond the Company's control. Such circumstances include, but are not limited to, ATC flow control, ground stops, weather, deicing, air worthiness directives, national emergencies, and acts of God. The Manager of SOC will declare the IOP terminated whenever any of the following occur:

- (a) the anticipated cancellations due to the triggering event do not reach fifteen percent (15%);
- (b) the triggering event no longer causes flight cancellations;
- (c) there are no additional flights scheduled to depart and no known taxi movement of aircraft requiring crew members for the remainder of the day; or
- (d) the period of time of required availability of the last Pilot having a flight canceled due to the triggering event has expired.

- ii. When IOP are in effect, a Pilot must remain at the airport after his cancellation and report to the individual designated by Crew Scheduling. A Pilot shall not be required to remain at the airport without a specific flight assignment for longer than 1) one hundred twenty (120) minutes from the time he contacts Crew Scheduling or the time he reports to the room designated by Crew Scheduling, or 2) the termination of his originally scheduled Trip Hour Period, whichever comes sooner.

d. Cancellations Not Involving IOP

When a cancellation that is not associated with an IOP occurs, a Pilot who is already at the airport may be required to remain at the airport for forty five (45) minutes after contacting Crew Scheduling. However, when the cancellation that is not associated with an IOP occurs within the last three (3) hours of the Pilot's Trip Hour Period, and the Company does not have a reassignment for the Pilot at the time he is notified of the

cancellation, the Pilot shall be released from his obligation to remain at the airport.

5. Trip Displacement

When a Pilot is removed from a scheduled Trip or portion of a Trip and another Pilot is assigned to fly in his place (e.g., for OE or management flying), he shall receive Pay Credit for the scheduled value of the Trip, or any reassignment, whichever is greater. At the time of the displacement, the displaced Pilot shall select one of the following reassignment options:

- a. Option 1: The displaced Pilot may be placed on Time Available on the day(s) of his originally scheduled Trip provided the Pilot is released from the Time Available period at the scheduled conclusion of his originally scheduled Trip, unless mutually agreed otherwise. The displaced Pilot's contact periods will be the same as his originally scheduled Duty Periods. If assigned to any Trips, such Trips must conclude within one (1) hour of the conclusion of his originally scheduled Trip, unless extended in accordance with paragraph I.
- b. Option 2: The displaced Pilot may opt to be placed on Long Call Available for the days of the original Trip(s). Such Pilot will only be subject to reassignment in accordance with paragraph H. from the report time to the release time of each original Trip.

6. Long Call Available (LCA)

- a. During Build-Up Line Construction, the period of availability for a Pilot assigned LCA duty may not exceed five (5) Calendar Days.
- b. A Pilot who is assigned LCA duty will check his calendar no earlier than 1000 Central on the day prior to the LCA duty day. If an assignment(s) is made for the following day, the Pilot must acknowledge such assignment by 1300 Central on the day prior to the LCA duty day. If an assignment has not been made for the following day, the Pilot will be released from LCA for that day. A Pilot who is flying between 1000 and 1300 Central should check his calendar at his earliest opportunity and acknowledge the flight assignment, if any.
- c. An assignment given to a Pilot on LCA will be treated as if the assignment was awarded as part of his original Line, to include being the basis for any reassignment or cancelation credits.
- d. Notwithstanding paragraph H.6.b., above, once a Pilot begins a LCA flight assignment, the Company may at any time prior to the Pilot's release:

H.6.d.i. – H.6.h.Example 2

- i. assign additional flying to the Trip, or
 - ii. assign duty the following LCA day.
- e. If the Pilot does not receive notification of an additional assignment prior to being released, the Pilot will resume his original schedule.
- f. Assignments in accordance with paragraph H.6.d., above, will not be considered extensions or entitled to premium pay.
- g. A Pilot on LCA may not be assigned to any reserve period.
- h. A Pilot on LCA who fails to check his calendar for assignments as specified in paragraph H.6.b., above, will be considered to be unavailable for duty.

Example 1: A Pilot has a scheduled Day Off on Monday and LCA duty days on Tuesday, Wednesday, Thursday, Friday and Saturday. The Pilot must check his calendar at some time between the hours of 1000 and 1300 Central on Monday. The Pilot is given an assignment for Tuesday with a report time of 0600 Local and release time of 1100 Local. This Pilot would be required to acknowledge the assignment before 1300 Central on Monday.

Example 2: The Pilot reports for an assignment on Tuesday at 0600 Local and completes the flight assignment at 1130 Local. Prior to release the Pilot is notified of an additional flight assignment for Tuesday with a report time of 1400 Local and a release time of 1700 Local. He completes the added assignment and prior to the new release time is notified that an assignment has been placed on his calendar for Wednesday with a report time of 0800 Local and a release time of 1100 Local. After he completes this assignment on Wednesday and has not been notified of any further assignments, assuming the pilot has fulfilled his obligation to check his calendar in accordance with paragraph H.6.b., above, this Pilot would not be required to check his calendar until Thursday between the hours of 1000 and 1300 Central.

7. FAR Conflicts

- a. A Pilot who cannot perform his scheduled flight duties because of a conflict with FAR flight and rest limitations will be rescheduled to avoid the conflict, and such rescheduling will:
 - i. occur within the Pilot's original Trip Hour Period (unless the Pilot is extended pursuant to paragraph I., below);
 - ii. occur on the first or last leg(s) of the affected Trip provided there is no negative operational impact.
- b. A Pilot who has flying removed from his schedule for FAR conflicts will be paid in accordance with Section 3.N.
- c. A Pilot removed from a Trip to prevent an FAR conflict and not reassigned to alternate flying shall not be subject to the Time Available provisions of the Reassignment and Recovery period.
- d. A Pilot who is projected to exceed one thousand (1,000) hours of Block time prior to December 31st will be treated in accordance with the following provisions:
 - i. Prior to issuing the October Monthly Bid Package, the Company will identify any Pilots who have the potential to exceed one thousand (1,000) hours. This determination will be based on the Pilot's actual total Block time for January through August. The Pilot's total accumulated Block time will be divided by eight (8) (the number of months flown) to determine the Pilot's average monthly flying. The Pilot's average monthly flight time will be multiplied by four (4) (remaining number of months to be flown) and added to his accumulated Block Time. If the Pilot is scheduled to enter training, undergo a proficiency check, attend recurrent Ground Training, or take vacation or leave, appropriate deductions will be made for such time. If, after making any applicable deductions, the Pilot is projected to exceed one thousand (1,000) hours, he will be so identified on the October Monthly Bid Package. Such list will be known as a "High Time" list. The Company will recalculate a Pilot's potential to exceed one thousand (1,000) hours in November and December, and any Pilot projected to exceed one thousand (1,000) hours will be so identified on the appropriate Monthly Bid Package. Conversely, if a Pilot is no longer projected to exceed one thousand (1,000) hours, his name will be removed from the High Time list.
 - ii. If the number of Pilots projected to exceed one thousand (1,000) hours, by Position, will create a shortfall in the number of available Pilots in December to the degree that it would have an undesirable impact on staffing, the Company may implement any or all of the

H.7.d.ii. – H.8.

following options, but not sooner than October.

- (a) Certain weeks may be made available as “off weeks.” The Company will specify which weeks are available, by Position, on the Monthly Bid Package. A High Time Pilot will be eligible to bid for these weeks during the PVD Bid, and the awards will be made in accordance with seniority. Any Pilot awarded this option will be notified with the PVD Bid awards. A Pilot awarded an “off week” will be paid for the scheduled value of the Trips missed, and will not have any reserve obligation.
 - (b) If a Pilot who is awarded an “off week” has a Trip(s) that overlaps with the “off week,” the Company may, at its option, drop either the entire Trip or split the Trip in accordance with Section 7.J.1. If the Company drops the entire touching Trip(s), or splits the Trip in a manner that causes the Pilot to lose Pay Credit, the Pilot will be paid for the scheduled value of the Trip or time dropped.
 - iii. The Company may displace a High Time Pilot from a Trip or Trips. This displacement may occur anytime after the Final Line Awards are posted. A Pilot displaced pursuant to this provision will receive at least seventy-two (72) hours’ notice, and may only be displaced from an entire Trip, and not just a portion thereof. The Pilot will be paid for the scheduled value of the Trip missed, and will not have any reserve obligation.
 - iv. A Pilot who is awarded either option in paragraphs H.7.d.ii., above, or who is displaced from a Trip pursuant to H.7.d.iii., above, will not be permitted to add Trips to his schedule in any Month that he appears on the High Time list. A Pilot whose name is removed from the High Time list may add Trips in accordance with the provisions of the Agreement.
 - v. A High Time Pilot who has been awarded either option in paragraphs H.7.d.ii., above, or who is displaced from a Trip pursuant to H.7.d.iii., above, will, however, be permitted to manipulate his schedule through Trip trades, provided the transaction does not increase his Block Time.
8. A Pilot shall not be assigned to additional duty on a deadhead only day associated with a training/checking event, unless such Pilot is junior assigned or the training/checking event is canceled in accordance with Sections 11.A.2.e. and 11.A.3.f. If a Pilot is delayed into the deadhead-only day for reasons beyond the Company’s control (such as maintenance or weather), the Pilot shall not be considered to have been rescheduled or reassigned.

I. Extension and Junior Assignment

1. Extension

- a. An Extension shall be defined as any involuntary rescheduled flight assignment, including deadhead, which is scheduled to conclude more than one (1) hour and not to exceed three (3) hours beyond the Pilot's original Trip Hour Period.

Example 1: A Pilot's Trip Hour Period is scheduled to terminate at 1500. He is given an additional round Trip which is scheduled to return him to Domicile at 1730. This is an Extension, and the Pilot does not need to be the junior available Pilot.

Example 2: A Pilot's Trip Hour Period is scheduled to terminate at 1200. He is removed from the last 2 legs of his Trip and rescheduled to perform flying, which is scheduled to return him to his Domicile at 1415. This is an Extension, and the Pilot does not need to be the junior available Pilot.

Example 3: A Pilot's Trip Hour Period is scheduled to terminate at 1800. Due to weather delays, he does not return to Domicile until 2230. This is not an Extension, because there is no involuntary rescheduled flight assignment.

Example 4: A Pilot's Trip Hour Period is scheduled to terminate at 1800. He is assigned an additional round Trip that is scheduled to return him to Domicile at 2000. Due to weather delays, the Pilot does not return until 2300. This is an Extension, but not a Junior Assignment because the Pilot was scheduled to return within 3 hours, but the weather caused the delay.

Example 5: A Pilot in PHL is scheduled to operate his last leg of a Trip from PHL to MSP and is scheduled to be released at 1800 in MSP. The Company removes the PHL-MSP leg and reassigns the pilot to PHL-DTW-MSP and is now scheduled to be released in MSP at 1905. This is an Extension. If the pilot elects to utilize his 3rd refusal in a calendar year in accordance with paragraph I.1.b., below, and the Company deems the Pilot to be the last and only available pilot then the pilot shall be paid at 200% and shall retain his last extension refusal.

I.1.b – I.2.c.

- b. A Pilot is entitled to decline an extension assignment three (3) times in a calendar year, but no more than one (1) time in a Bid Period. The last available Pilot may not decline an extension assignment; however such a Pilot will have the extension assignment paid at two hundred percent (200%) and shall not be deemed to have declined the extension.
- c. A Pilot will not be extended more than two (2) times in any Month.
- d. A Pilot will not be extended to perform additional duties following a CDO.
- e. A Pilot who is extended will be compensated at one hundred fifty percent (150%) of his applicable hourly pay rate, commencing with the first leg that operates one hour beyond his original Trip Hour Period. Such pay will be in addition to the Pilot's monthly guarantee.

2. Junior Assignments

- a. A Junior Assignment shall be defined as any involuntary flight assignment, including deadhead, which is scheduled to operate on a scheduled Day Off or is scheduled to conclude three (3) or more hours beyond the Pilot's original Trip Hour Period. No Pilot shall be junior assigned to report earlier than the originally scheduled commencement of his Trip Hour Period.
- b. A Pilot who has been extended pursuant to paragraph I.1., above, may volunteer to continue the extension beyond three (3) hours in lieu of another Pilot being junior assigned. Such Pilot shall be treated as though he was junior assigned.

Example 1: A Pilot's Trip Hour Period is scheduled to terminate at 1800. Two legs of his Trip cancel due to weather. The Pilot is rescheduled to perform flying which is scheduled to return him to his Domicile at 2145. This is a Junior Assignment, and the Pilot must be the junior available Pilot because the reassignment will cause the Pilot's Trip Hour Period to terminate more than 3 hours beyond his originally scheduled termination point.

Example 2: A Pilot's Trip Hour Period is scheduled to terminate at 1800. Due to weather delays, he does not return to Domicile until 2300. This is not a Junior Assignment because there is no involuntary rescheduled flight assignment.

- c. If the Open Flying is assigned pursuant to paragraphs G.3.h. or G.3.i., above, the junior assigned Pilot is responsible for the Trip. He may, however, elect to have the Trip remain posted in Open Time so that

I.2.c. – I.4.b.i.

another Pilot will have the opportunity to pick up the Trip voluntarily. A Pilot who elects to have a Trip to which he has been junior assigned remain in Open Time shall not be eligible for Cancellation Pay in accordance with Section 3.N. until such time as the Pilot notifies Crew Scheduling that he wishes to fly the trip pursuant to paragraph I.2.e., below, or at least six (6) hours prior to the report time of the trip, whichever occurs first.

- d. If the junior assigned Pilot elects the option in paragraph I.2.c., above, the Trip will remain in Open Time until:
 - i. six (6) hours prior to the scheduled report time of the Trip, or
 - ii. if there is a deadhead associated with the Trip for the junior assigned Pilot, the scheduled report time for that deadhead, or
 - iii. another Pilot picks the Trip up.
- e. If the junior assigned Pilot initially advises Crew Scheduling that he wants the Trip to remain in Open Time, he may, at any point prior to being notified that another Pilot has picked up the Trip, notify Crew Scheduling that the Trip should be removed from Open Time so he can fly the Trip.
- f. If another Pilot picks up the junior assigned Trip, Crew Scheduling will notify the junior assigned Pilot that he has been released from the Trip as soon as possible.

3. Schedule Disruption

A Pilot whose schedule would be disrupted by the assignment (including conflicts with the FARs) will not be considered available if other Pilots are available whose bid schedules would not be disrupted by the assignment. If a Pilot's schedule is disrupted, he will be pay protected for any time lost.

4. Returning to Original Schedule

A Pilot who is junior assigned will have the right to be returned to his original schedule in accordance with the provisions that follow:

- a. The junior assigned Pilot must notify Crew Scheduling of his desire to be returned to his original schedule.
- b. The junior assigned Pilot will be returned to his original schedule the first time he returns to a Domicile, under the following provisions:
 - i. Returning the junior assigned Pilot to his original schedule does not trigger an additional junior assignment event, including an extension of an additional Pilot to cover the junior assigned Trip;

I.4.b.ii. – I.5.i.

- ii. Returning the junior assigned Pilot to his original schedule does not require the use of more than one (1) Reserve Pilot to cover the junior assigned Trip;
- iii. Returning the Pilot does not create a thirty (30)-in-seven (7) or contractual or FAR time/duty limitation that would not allow the Pilot to complete his original Trip.

5. Junior Assignment Limitations

- a. The Company may not junior assign a Pilot who is on a scheduled vacation day, or an originally scheduled contiguous Day(s) Off, prior to or following his vacation period, unless the Pilot consents. For the purposes of this paragraph, any Trip trade or drop requests granted by the Company will not be considered to be contiguously, originally scheduled Day(s) Off.
- b. A Pilot will not be junior assigned when initiating a phone call to Crew Scheduling or when accessing the Company's computer system, except when a call is made by the Pilot to Crew Scheduling following the Company's attempt to contact the Pilot for a junior assignment within the preceding three (3) hours.
- c. When making a junior assignment in accordance with the provisions of this paragraph, Crew Scheduling must clearly state to the Pilot that he is being junior assigned.
- d. A Pilot will not be junior assigned more than two (2) times (totaling no more than three (3) Duty Periods) per Month, unless the Pilot agrees otherwise.
- e. A Pilot will not be junior assigned for more than eight (8) Duty Periods in any calendar year without his consent.
- f. A Pilot for whom a junior assignment event would result in the junior assignment being surrounded by Days Off will be considered senior for the purposes of identifying the junior Pilot.
- g. A Pilot will not be junior assigned to perform additional duties after a CDO.
- h. A Pilot will not be junior assigned if his Days Off for the Month would be reduced to more than one (1) day less than the contractual minimum.
- i. A Pilot with the contractual minimum number of Days Off will be considered senior to any Pilot with more than the contractual minimum number of Days Off for purposes of junior assignment.

I.5.j. – I.6.c.i.

- j. A Pilot who is junior assigned on one of his contractual minimum Days Off will be given a Compensatory Day Off for the Day Off on which such Pilot is junior assigned.
- k. A Pilot who is junior assigned on a Day Off and who has more than the contractual minimum number of Days Off will be given a Compensatory Day Off for each Day Off such Pilot is junior assigned except for the first Day Off affected by a junior assignment in the calendar year.
- l. Compensatory Days Off will be awarded in accordance with paragraph L.6., below.
- m. A Pilot is entitled to decline a Junior Assignment three (3) times in a calendar year, but no more than one (1) time in a Bid Period. In the event that all available Pilots have declined the junior assignment, the junior available Pilot shall be required to perform the junior assignment. In addition, such a Pilot will have the junior assignment paid at two hundred percent (200%) and shall not be deemed to have declined the junior assignment.
- n. A Pilot who declines a junior assignment will not be required to accept another junior assignment for a period of forty-eight (48) hours following the refusal or forty-eight (48) hours after the end of his Trip Hour Period, whichever is later.

6. Junior Assignment Pay

All pay associated with a junior assignment will be in addition to the Pilot's monthly guarantee.

- a. A Pilot will be compensated at one hundred fifty percent (150%) of his applicable hourly pay rate for any junior assignment that occurs on a scheduled day of work commencing with the first leg that operates one hour beyond his original Trip Hour Period.
- b. A Pilot will be compensated at two hundred percent (200%) of his applicable hourly pay rate for any Pay Credits accrued on a scheduled Day Off.
- c. For the purpose of a CDO assignment operating on a day of work and a scheduled Day Off, the following will apply:
 - i. If neither of the affected days are reserve days, a pilot junior assigned to a CDO will be credited in accordance with paragraph a. or b., above for the applicable portion of the CDO operated on such day, including proportioning of the CDO credit, if applicable.

I.6.c.ii. – I.6.c.ii.Example

- ii. A pilot junior assigned to operate from a reserve day into a scheduled Day Off or a scheduled Day Off into a reserve day will receive the greater of half the CDO minimum credit (two hours) or the scheduled or Block credit for the portion of the CDO operated on the scheduled Day Off, at 200% premium credit, and receive the greater of half the CDO minimum credit (two hours) or the scheduled or Block credit for the portion of the CDO operated on the scheduled reserve day, at regular credit. Credits accrued on a scheduled day of reserve shall not be paid above guarantee.

Example: A Pilot on Reserve is Junior Assigned to a CDO starting on the Reserve Day and continuing into a Day Off. If the CDO is scheduled to credit, and actually credits less than four (4) hours, the CDO will be paid at two (2) hours, towards guarantee, at his hourly rate of pay for the portion of the CDO on the Reserve day and two (2) hours, above guarantee, at 200% of his hourly rate of pay for the portion of the CDO on the Day off, for the equivalent of a total of six (6) hours of credit ($2 \times 100\% + 2 \times 200\% = 6$, of which four (4) hours are above guarantee).

If the legs of the CDO actually block two and one-half (2.5) hours for each of a total of two legs, then the pilot will be credited for two and one-half (2.5) hours, towards guarantee, at his applicable hourly rate of pay and two and one-half (2.5) hours, above guarantee, at 200% of his hourly rate of pay, for the equivalent of a total of seven and one-half (7.5) hours of credit ($2.5 \times 100\% + 2.5 \times 200\% = 7.5$, of which five (5) hours are above guarantee).

If the outbound leg of the CDO actually blocks two and one-half (2.5) hours and the inbound leg actually blocks one and one-half (1.5) hours, then the pilot will be paid two and one-half (2.5) hours, towards guarantee, at his hourly rate of pay and two (2) hours, above guarantee, at 200% of his hourly rate of pay, for a total of six and one-half (6.5) hours of credit ($2.5 \times 100\% + 2 \times 200\% = 6.5$, of which four (4) hours are above guarantee).

7. Confirmation

- a. A Pilot who is junior assigned or extended pursuant to paragraph I., above, will receive confirmation of such junior assignment or extension within thirty-six (36) hours of the event. In the event of any dispute over the number of times a Pilot has been junior assigned or extended, the confirmations received by the Pilot will decide the matter.
 - b. A log that includes all qualifying junior assigned and extended events will be maintained and made available during normal business hours to the ALPA Grievance Chairman, or his designee, upon request.
8. A Pilot who is extended or junior assigned will be provided sufficient time to make phone calls for personal arrangements.
9. A Pilot whose assignment ends after 0200 local time on a previously scheduled Day Off for reasons beyond the Company's control will be entitled to one hundred fifty percent (150%) of his applicable hourly pay rate, commencing with the first leg that operates at or beyond 0200 local time on a scheduled Day Off. Such pay will be in addition to the Pilot's monthly guarantee. The assignment will not be considered an extension for the purpose of the limitations on extensions contained in paragraph I.1.c., above.

J. Reserve

1. Availability

- a. A Reserve Pilot may be assigned to perform duty between 0001 on the first day of his reserve period and 2400 on the last day of his reserve period, subject to the limitations described herein.
- b. A Reserve Pilot shall be contactable (on call) for no more than fourteen (14) hours on each Calendar Day of his reserve period.
- c. Contact Periods
 - i. The Company may publish two (2) or three (3) reserve contact periods on the Monthly Bid Package. A Pilot may bid for these periods by bidding P1, P2, or P3. A Pilot may also bid for First Out or Last Out status in accordance with the provisions of paragraph J.5.a., below. Pilot bids for these preferences will be awarded in accordance with seniority. The contact period may vary by Position and by Month.

Example: If the MSP SF-340 contact periods are 0500-1900, 1000-2400, and 1900-2400, then the contact period starting at 0500 would be designated P1, the contact period starting at 1000 would be designated P2, and the contact period starting at 1900 would

J.1.c.i.Example – J.1.c.v.

be designated P3.

- ii. A Pilot's contact period may be extended on any day(s) of his reserve period, but shall never extend past 2400 and can never exceed fourteen (14) hours. In the event of an extension, the start of the Pilot's contact period shall be delayed by an equivalent number of hours on the following day.

Example: Scheduled contact period is 1200-1900. Crew Scheduling may contact the Pilot prior to 1900 to extend his contact period. If extended until 2400 and the Pilot is not called out to fly, the Pilot's contact period would not commence until 1700 the following day and end at 1900 unless once again extended.

- iii. Crew Scheduling may reduce the extension of the contact period by notifying the Pilot that he is no longer on call. In that case, the commencement of the next day's contact period shall be ten (10) hours after being called by Crew Scheduling.
- iv. A Reserve Pilot will be awarded a contact period on his Final Line Award. This period will apply for the entire Month, with two (2) exceptions:
 - (a) A Pilot who is assigned to out-of-Domicile reserve duty may change his preference for the out-of-Domicile period by contacting Crew Scheduling. The out-of-Domicile Reserve Pilot's preferences will be considered, along with the preferences of other Pilots on reserve at the same Domicile.

Example: A MSP Reserve Pilot is assigned to out-of-Domicile reserve in DTW. When making Trip assignments, Crew Scheduling will handle him in accordance with his seniority, as if he were actually domiciled in DTW.

- (b) A Pilot may have his contact period changed in accordance with the provisions set out in paragraph J.2., below.
- v. A Pilot on P1 who has not been given a flight assignment by 1800 LT at his Domicile on his last day of Reserve before a Day Off will automatically be released to his Day Off.

J.1.c.vi. – J.2.a.ii.(a)Example

- vi. A Pilot on P2 who has not been given a flight assignment by 2000 LT at his Domicile on his last day of Reserve before a Day Off will automatically be released to his Day Off.
- vii. At the completion of a flight assignment by a Reserve Pilot, other than a Pilot on P3, if a Pilot has not been reassigned any additional duty on the last day of reserve duty preceding a scheduled Day Off, the Pilot will be released from duty after the Block-in time of his last scheduled flight or 1800 LT, whichever is later.

d. Build-Up Pilots Whose Schedules Include Reserve Duty

- i. Any Pilot who holds a Build-Up Line will be given the earliest contact period that is applicable to reserves in the same Position as published on the bid package.
- ii. The contact period designated for Build-Up Pilots will apply for the entire Month, with the same two exceptions as outlined for Reserve Pilots in paragraphs J.1.c.iv.(a) and J.1.c.iv.(b), above.

2. Contact Period Changes

- a. The Company may, when necessary, change a Pilot's contact period in accordance with the following provisions:
 - i. A Pilot will not be contacted prior to 0800 local time for the purpose of changing his contact period unless the Company is making a specific flight assignment that requires such contact, or is making the contact as provided in paragraph J.2.a.ii., below.
 - ii. A Pilot's contact period may be changed from P1 or P2 to P3, provided the Pilot is either:
 - (a) contacted after 0800 local time and is given at least nine (9) hours of additional rest, or

Example: A Pilot is scheduled for reserve duty from 0500 to 1900. The Company calls the Pilot at 0815 and puts the Pilot back to rest until 1715 hrs. The Pilot is entitled to a minimum of 9 hours of rest and will now be contactable from 1715 to 2400. If the Pilot is given a flight assignment, he must be scheduled to be off duty by 0715 the following morning (see paragraph J.3., below, for Duty Period limitations).

J.2.a.ii.(b) – J.2.a.v.

- (b) contacted prior to 0800 local time and is given at least eleven (11) hours of additional rest.

Example: A Pilot is scheduled for reserve duty from 0500 to 1900. The Company calls the Pilot at 0700 and puts the Pilot back to rest until 1800. The Pilot is entitled to a minimum of 11 hours of rest and will now be contactable from 1800 to 2400. If the Pilot is given a flight assignment, he must be scheduled to be off duty by 0800 the following morning (see paragraph J.3., below, for Duty Period limitations).

- iii. A Pilot's contact period may be changed from P3 to P1 or P2, provided the Pilot is given at least ten (10) hours of additional rest.

Example: A Pilot is scheduled for reserve duty from 1900 to 2400. The Company calls the Pilot at 2100 and puts him back to rest until 0700, without giving him a specific flight assignment. The Pilot is entitled to a minimum of 10 hours of rest and will now be contactable from 0700 to 1900. If the Pilot is given a flight assignment during his new contact period, he must be scheduled to be off duty by 2100 (see paragraph J.3., below, for Duty Period limitations).

- iv. A Pilot's contact period may be changed from P1 or P2 to P1 or P2, provided the Pilot is given at least nine (9) hours of additional rest.

Example: A Pilot is scheduled for reserve duty from 0500 to 1900. The Company calls the Pilot at 0500 and puts him back to rest for a flight assignment scheduled with a 1400 show time. The Pilot must then be scheduled to be off duty by 0400 the following morning (see paragraph J.3., below, for Duty Period limitations).

- v. Swap to P3 with Minimum 24-Hour Notice

A Reserve Pilot may be swapped to P3 (one or more consecutive days) without being scheduled for two (2) Days Off prior to actually flying a CDO, provided he is notified of the swap to P3 at least twenty-four (24) hours prior to the start of the P3 contact period, and provided that the Pilot is released from all duty at least

twenty-four (24) hours prior to the start of the P3 contact period.

vi. Swap to P3 with Less than 24-Hour Notice

A Reserve Pilot may be swapped to P3 without being scheduled for two (2) Days Off prior to the assignment, and with less than twenty-four (24) hours' notice, but may only be given a single CDO assignment. Regardless of whether the Pilot received two (2) Days Off prior to the swap, he will be released from all duty for the two (2) calendar days following the end of the P3 period (if there is no actual CDO assignment) or the end of the CDO assignment (if a CDO is actually flown), as applicable.

vii. Limitation Following CDO Assignment

- (a) A Reserve Pilot who actually flies a CDO must either be given the following two (2) Days Off, or remain on P3 and be subject to assignment of only CDOs, consistent with the limitations in this Section and Section 12.
- (b) A Reserve Pilot who actually flies a CDO shall not be swapped to any other contact period unless he receives two (2) Days Off prior to the day upon which the swap will take effect.

viii. Swaps Out of P3

- (a) A Reserve Pilot assigned to the P3 period may be swapped to a different contact period, provided he has not actually flown a CDO, and provided the swap is consistent with the other limitations of this Section.
- (b) A Reserve Pilot assigned to the P3 period may be given a non-CDO Trip, but he can only be required to perform one (1) CDO following such assignment, and will be given two (2) Days Off following the CDO assignment.

- ix. The Company may call a Reserve Pilot during any contact period to change a future scheduled contact period, i.e. changes do not have to be made on the same day. However, any future scheduled change must be consistent with the Pilot's awarded contact period and his seniority.
- x. "Additional rest" means a period of time free from all duty, commencing after the Company's contact with the Pilot.

- b. A Pilot will be returned to his awarded contact period as soon as feasible in his current sequence of Reserve days, but must be returned to his awarded contact period for his next sequence of Reserve days, unless

J.2.b. – J.2.d. Example 2

doing so would result in half or less than half of the originally awarded number of Reserve Pilots being available in the affected period.

Example 1: A Pilot is awarded the 0500-1900 reserve period. He is called at 1000 and is put on 9 hours rest and assigned a CDO with a 1900 report time. He comes off duty at 0900 on the following day. The Pilot must receive the following two (2) Days off. Preferences will be honored if the Pilot's remaining days of availability are the same as provided in paragraph J.5.a., below

Example 2: If Pilot A is scheduled to be on reserve on the 4th through the 7th, Pilot B is scheduled to be on reserve on the 3rd through the 7th, and Pilot C is scheduled to be on reserve on the 6th and 7th, preferences would be honored by seniority on the 4th through 7th for Pilots A and B, and among all three Pilots on the 6th and 7th.

- c. No Pilot shall be swapped to the P3 contact period unless P3 was awarded to another Reserve Pilot in the same Position for the entire Month (in accordance with paragraph J.1.c., above) prior to the start of the Month. This provision will not apply if there are not a sufficient number of CDOs to create a pure CDO Line in the Position.
- d. A Pilot shall not be swapped out of his contact period more than one (1) time during any span of reserve days. A "span of reserve days" shall mean any sequence of days of reserve that are not separated by Days Off on the Pilot's Final Line Award. A span of reserve days that includes Days Off granted in accordance this paragraph J.2. shall not be considered a new or separate span of reserve days. A Pilot will be returned to his contact period in accordance with paragraph J.2.b., above, except that a Pilot who is swapped to P3 may be required to remain on P3 for the remainder of his span of reserve days, at the Company's discretion.

Example 1: A Pilot is awarded P1 and is on a 5-day span of reserve days. On Day 1, he is assigned a day Trip. On the morning of Day 2 (with less than 24 hours' notice of the swap), he is swapped to P3 and actually assigned to a CDO that spans Days 2 and 3. The Pilot would then have Days 4 and 5 off.

Example 2: A Pilot is awarded P3 and is on a 5-day span of reserve days. On Day 1, he is not used; on Days 2 through 4, he is awarded 3 CDOs (duty ends on Day 5). The Pilot will actually receive 2 Days Off after the completion of his last CDO.

J.2.d. Example 3 – J.2.e.

Example 3: A Pilot is awarded P2 and has a 5-day span of reserve days. On Day 1, the Pilot is notified that he is being swapped to P3 on Day 2. The Pilot has received at least 24 hours' notice of the swap. The Pilot is not used on Day 2. He will either remain on P3 or be returned to P2, in accordance with paragraph J.2.d., above.

Example 4: A Pilot is awarded P1 and has a 5-day span of reserve. On Day 1, the Pilot is notified that he is being swapped to P3 on Day 2, and the Pilot has received at least 24 hours' notice of the swap. The Pilot flies a CDO that spans Days 2 and 3. The Pilot will either be given Days 4 and 5 off or remain in the P3 contact period on Days 4 and 5.

Example 5: A Pilot is awarded P3 and has a 5-day span of reserve days. The Pilot is swapped from P3 to P1 on Day 2. The Pilot has not actually flown a CDO. The Pilot must either remain in P1 for the remainder of his span of reserve days or he may be swapped back to P3. However, he must be given 24 hours' notice of his return to P3, or, if he receives less than 24 hours' notice, he must be given 2 Days Off.

Example 6: A Pilot is awarded P1 and has a 5-day span of reserve days. On Day 1, the Pilot is notified that he is being swapped to P3 on Day 2. On Day 2, the Pilot receives an assignment that is not a CDO and carries into Day 3. At the completion of that assignment, the Pilot will return to his awarded P1 contact period, and his contact period cannot be changed again during that sequence of reserve days.

Example 7: A Pilot is awarded P3 and has a 5-day span of reserve days. On Day 1, he is assigned a 3-day Trip that starts at 2100. The Trip ends at 0900 on Day 3. The Pilot is returned to P3, but he is only eligible to be assigned to 1 CDO, and he must receive at least 2 Days Off following the CDO.

- e. A Pilot who receives an additional Day(s) Off pursuant to this paragraph J.2. will not lose any pay as a result of such schedule adjustment.

J.3. – J.5.a.i.

3. Maximum Duty Period

A Reserve Pilot shall not be scheduled or rescheduled to be on duty, including reserve duty, for more than fourteen (14) hours in any Duty Period. If a Pilot is given a CDO flight assignment, the Pilot's Duty Period will be limited to fourteen (14) hours.

Example 1: A Pilot's reserve Duty Period is 0500-1900. The Pilot is called and given a flight assignment with a 1000 show time. This Pilot must be scheduled to be off duty by 1900.

Example 2: A Pilot is scheduled for reserve duty from 0500 to 1900. The Company calls the Pilot at 0900 and puts him back to rest until 1800. If the Company gives the Pilot a CDO flight assignment, the Pilot must then be scheduled to be off duty by 0800 the following morning.

Example 3: A Pilot's reserve Duty Period is 1900-2400. The Pilot is called and given a flight assignment with a 2030 show time. The Pilot must be off duty by 0900 the following morning.

4. Call-Out

- a. Except as provided in paragraph J.4.b., below, a Reserve Pilot reporting for assignment will be subject to a one hour forty-five minute (1:45) call-out but will make every effort to report earlier if needed.
- b. A Reserve Pilot reporting for assignment in ATL, EWR, IAD, JFK, LGA, or a location that the Company and Association agree have similar characteristics will be subject to a two hour (2:00) call-out but will make every effort to report earlier if needed.
- c. A Reserve Pilot may be released from a reserve contact period only with the approval of Crew Scheduling, or in accordance with paragraphs J.1.c.v. through vii., above. A Pilot who is released shall be free of duty until his next scheduled contact or Duty Period.

5. Assignments

a. Assignment Preferences

- i. A Pilot assigned a Build-Up or Reserve Line may indicate a preference for being placed on a "First Out" or "Last Out" status for the Month.

J.5.a.ii. – J.5.a.vii.(b)

- ii. “First Out” means the Pilot wishes to be utilized before all other similarly situated reserves for flying assignments. “Last Out” means the Pilot wishes that all similarly situated Reserve Pilots will be utilized before him. Preferences will be honored by seniority.

Example: Four Pilots are on reserve from the 4th through the 7th. The most senior and most junior Pilot bid First Out. The other Pilots bid Last Out. Three flying assignments become available. The most senior and junior Pilots are awarded the flying, along with the most junior Pilot who bids Last Out.

- iii. A Pilot may also list one (1) preference for CDO Trips and another for non-CDO Trips. For instance, the Pilot may request Last Out for CDO Trips and First Out for non-CDO Trips.
- iv. A Pilot who is required to perform reserve out of Domicile (other than a TDY Pilot) will be permitted to change his preferences, if he so chooses, upon notification that he shall perform reserve out of Domicile. The changed preference shall apply to all time spent out of Domicile that Month.
- v. First Out/Last Out preferences shall not be honored when to do so would result in a conflict with another Agreement provision.
- vi. First Out/Last Out requests will be honored if the Pilot’s remaining days of availability are the same.

Example: If Pilot A is scheduled to be on reserve on the 4th through the 7th, Pilot B is scheduled to be on reserve on the 3rd through the 7th, and Pilot C is scheduled to be on reserve on the 6th and 7th, preferences would be honored by seniority on the 4th-7th for Pilots A and B, and among all three Pilots on the 6th and 7th.

- vii. The Company will assign duty to on-call Reserve Pilots in the following order to the extent possible, subject to contractual flight and duty limitations and any applicable FAR limitations:
 - (a) At the Company’s discretion, to any Pilot on reserve who requires flights for currency or training;
 - (b) Long Call / First Out: in seniority order amongst the Pilots in the bucket whose schedule contains the same number of available reserve days as the number of days of the assignment;

J.5.a.vii.(c) – J.5.a.viii.

- (c) Long Call / Last Out: in inverse seniority order amongst the Pilots in the bucket whose schedule contains the same number of available reserve days as the number of days of the assignment;
- (d) Long Call / First Out: in seniority order amongst the Pilots in the bucket whose schedule contains the next greater number of available reserve days than the number of days of the assignment;
- (e) Long Call / Last Out: in inverse seniority order amongst the Pilots in the bucket whose schedule contains the next greater number of available reserve days than the number of days of the assignment;
- (f) Short Call / First Out: in seniority order amongst the Pilots in the bucket whose schedule contains the same number of available reserve days as the number of days of the assignment;
- (g) Short Call / Last Out: in inverse seniority order amongst the Pilots in the bucket whose schedule contains the same number of available reserve days as the number of days of the assignment;
- (h) Short Call / First Out: in seniority order amongst the Pilots in the bucket whose schedule contains the next greater number of available reserve days than number of the days of the assignment;
- (i) Short Call/ Last Out: in inverse seniority order amongst the Pilots in the bucket who schedule contains the next greater number of available reserve days than the number of days of the assignment;
- (j) Any remaining on-call Reserve Pilot who is available for duty.

viii. The Company will not be required to assign flying in accordance with a Reserve Pilot's preferences if that Reserve Pilot has credited seventy (70) hours in the Bid Period. In that case, the Company may elect to assign flying to another Reserve Pilot who has credited less than seventy (70) hours, but must honor the preferences of those Pilots with less than seventy (70) hours in accordance with paragraph J.5.a., above. If all similarly situated Pilots have accrued more than seventy (70) hours in a Bid Period, preferences will be honored.

J.5.a.viii.Example – J.8.a.

Example: Pilot A has accrued 70 hours, while Pilot B has accrued 30 hours, and Pilot C has accrued 65 hours. Pilot A is bidding First Out, and is senior to Pilots B and C. Pilot B is bidding Last Out and is senior to Pilot C. Pilot C is bidding Last Out. All three have the same remaining days of availability. The Company is not required to honor the preference of Pilot A, but must honor the preferences of Pilots B and C, and, in this case, Pilot C would be assigned the Trip.

b. Documentation

- i. The Company will make available for review by the Association Grievance Chairman the records which reflect the preferences of each Pilot, when each Reserve Pilot was called out, and when he completed his assignment.
 - ii. Deviations from paragraph J.5.a.vii., above, for operational reasons will be noted on the affected Pilot(s) calendars.
6. A Pilot on reserve may use a pager or cell phone system at his expense. It is the responsibility of the Pilot to ensure the pager/cell phone is maintained and operating properly.
7. Single Days Off on P3 Reserve

Crew Scheduling may assign a CDO Trip(s) to a “P3” Reserve Line holder which results in a single Day Off between Trips only under the following conditions:

- a. The Pilot actually bid for and was awarded the P3 contact period (i.e., P3 was not the Pilot’s last choice for the Month in question). A Pilot who does not bid a reserve contact period preference will not be considered as actually bidding for the P3 contact period; and
- b. The Pilot was not “swapped” to the P3 contact period; and
- c. The Pilot bid to “Allow Single Days Off” and was subsequently awarded single Days Off between reserve days on his Line.

8. Reserve Pilots – Out of Domicile

- a. A Reserve Pilot may be assigned out-of-Domicile duty. However, the Company shall not require the Pilot to travel to or from an out-of-Domicile assignment on his scheduled Days Off. For return to the Pilot’s Domicile, the Company shall deadhead the Pilot, if necessary, to return the Pilot to his Domicile prior to his Day Off.

J.8.b. – J.8.d.iii.Example

- b. A Reserve Pilot will not be required to spend more than four (4) consecutive nights away from his Domicile.
- c. If the Company shall require out-of-Domicile coverage for an entire Month, such shall be deemed a temporary Position subject to paragraph J.8.a., above, and Section 24.F. A Pilot filling such temporary Position shall bid in seniority order.
- d. Out-of-Domicile Reserve Without a Specific Trip Assignment
 - i. Volunteers for out-of-Domicile reserve that is less than one (1) Month in duration will be solicited either prior to the Bid Period or after the Month begins for the designated time period. When the Company identifies the need for the out-of-Domicile coverage twenty-four (24) hours in advance, the Company shall solicit volunteers through the website. The website will state which Position(s) has an excess, which Position(s) needs the reserve coverage, and the dates the coverage is needed. A Pilot will volunteer by contacting Crew Scheduling. If the need for the out-of-Domicile coverage is identified inside twenty-four (24) hours, then Crew Scheduling will contact any Pilot who is similarly situated (has the same days of availability) and has designated a desire to perform out-of-Domicile reserve on his bid card, in seniority order. Awards of out-of-Domicile reserve duty will be in seniority order among similarly situated Reserve Pilots.
 - ii. A Reserve Pilot may volunteer to perform reserve duty out of his Domicile for a period not to exceed five (5) days. The Company and the Pilot may mutually agree to adjust the volunteer reserve's schedule so that he may serve up to five (5) consecutive days out of Domicile. No single Days Off will result from any schedule adjustments made pursuant to this provision.
 - iii. If no Pilot volunteers for out-of-Domicile reserve assignment, then the out-of-Domicile reserve duty will be assigned in inverse order of seniority among similarly situated reserves, but the Pilot will not be required to perform reserve duty out of his Domicile for a period of longer than four (4) consecutive days, unless he is given a Trip assignment that extends beyond the four (4) days. A Pilot who is involuntarily assigned to out-of-Domicile reserve will not have his originally scheduled days of work rescheduled to accommodate this assignment.

Example: A Pilot is assigned to out-of-Domicile reserve on the 4th, 5th, 6th, and 7th. The Pilot must be given a Trip that starts no later than the 7th, or be deadheaded home no later than the 7th.

J.8.d.iv. – J.10.e.Example 1

- iv. An out-of-Domicile reserve will be provided with a hotel in a location within walking access to restaurants and entertainment. If such accommodations are not reasonably available, the Company will arrange for free shuttle service to transport the Pilot or will reimburse the Pilot for standard taxi fees incurred.
9. No more than four (4) consecutive CDOs may be assigned to a Reserve Pilot under any circumstances. If four (4) consecutive CDOs are flown, the Reserve Pilot will be released upon completion of the last CDO and will be given the following two (2) Calendar Days Off.

10. Long Call Reserve (LCR) Duty Responsibilities

- a. The period of availability for a Pilot assigned LCR duty may not exceed five (5) Days.
- b. A Pilot who is assigned LCR duty will check his calendar no earlier than 1000 Central on the day prior to the LCR duty day. If an assignment(s) is made for the following day, the Pilot must acknowledge such assignment by 1300 Central on the day prior to the LCR duty day. If an assignment has not been made for the following day, the Pilot will be released from LCR for that day. A Pilot who is flying between 1000 and 1300 Central should acknowledge at his earliest opportunity.
- c. Notwithstanding paragraph J.10.b., above, once a Pilot on LCR duty begins a flight assignment, the Company may at any time prior to the Pilot's release;
 - i. assign additional flying to the Trip, or
 - ii. assign duty the following LCR day.
- d. If a Pilot on LCR duty does not receive notification of an additional assignment prior to being released, the Pilot will resume his original schedule of LCR duty.
- e. A Pilot on LCR duty who fails to check his calendar for assignments as specified in paragraph J.10.b., above, will be considered to be unavailable for duty.

Example 1: A Pilot has a scheduled Day Off on Monday and LCR duty days scheduled for Tuesday, Wednesday, Thursday, Friday and Saturday. The Pilot must check his calendar between the hours of 1000 and 1300 Central on Monday. The Pilot is given an assignment for Tuesday with a report time of 0600 Local and release time of 1100 Local. This Pilot is required to acknowledge the assignment before 1300 Central on Monday.

J.10.e.Example 2 – J.11.b.i.

Example 2: The Pilot reports for the assignment on Tuesday at 0600. He completes the flight and checks his calendar at 1130. An additional flight assignment has been placed on his calendar for Tuesday with a departure time of 1400 Local and a release time of 1700 Local. He completes the flight, checks his calendar, and finds that an additional assignment has been placed on his calendar for Wednesday with a report time of 0800 Local and a release time of 1100 Local. After he completes this assignment and if no further assignments have been placed on his calendar, assuming the pilot has fulfilled his obligation to check his calendar in accordance with paragraph J.10.b., above, this Pilot would not be required to check his calendar until Thursday between the hours of 1000 and 1300 Central.

f. Escalation to Short Call Reserve

- i. A Pilot on LCR duty may be escalated to SCR duty for a specific period (i.e. P1, P2 or P3).
- ii. The Company may not escalate a Pilot on LCR duty to SCR duty on more than two (2) occasions in a Bid Period, and the assignment to SCR duty will be for the balance of the reserve sequence.
- iii. Once escalated to SCR Pilot will be scheduled and rescheduled as a SCR.

11. Ready Reserve

- a. A Reserve Pilot may be assigned to "Ready Reserve," which means the Pilot will report to his Domicile airport for the assigned Duty Period. The Duty Period shall not exceed eight (8) hours per scheduled day of reserve, unless the Pilot receives a flying assignment within the eight (8) hour Duty Period. A Pilot standing Ready Reserve who is assigned flying will not be scheduled to exceed the maximum duty limitations as set out in Section 12. A Pilot assigned to Ready Reserve will begin to credit per diem at the time he reports to the airport for Ready Reserve Duty.

b. Preferencing

i. Ready Reserve

A Pilot will indicate his preference to sit as a Ready Reserve on his Specific Monthly Bid or Standing Bid, in accordance with the instructions provided in the Monthly Bid Package. A Pilot may also call Crew Scheduling in advance of a scheduled reserve day and

request to be assigned Ready Reserve.

ii. Ready Reserve Periods

The Company may, at its discretion, designate three (3) daily Ready Reserve periods in a Bid Month. Such Ready Reserve periods will be posted in the Monthly Bid Packages. A Pilot may submit a bid for a particular Ready Reserve Period on his Specific Monthly Bid, or on his Standing Bid, however, this bid will only be used in the event that the Pilot volunteers for or is assigned Ready Reserve pursuant to paragraph J.11.c.i., below, and does not mean a Pilot is requesting to perform Ready Reserve. A Pilot who submits a bid must bid the particular Ready Reserve period for the entire Month. However, a Pilot who bids for a particular Ready Reserve period may, at any time during a span of reserve days, contact Crew Scheduling to request a change to a different Ready Reserve period for the last day of a span of reserve days (to be used if he is to be assigned Ready Reserve pursuant to paragraph J.11.c.i., below). A Pilot who does not submit a bid will be deemed to have bid the Ready Reserve period with the earliest show time.

c. Daily Scheduling

i. Assignment to Primary Ready Reserve

- (a) If an insufficient number of Pilots preference Ready Reserve, the most junior Pilot(s) available, by Position, will be assigned to Ready Reserve.
- (b) The Company will make all primary Ready Reserve assignments on the Day prior to the assignment.
- (c) No more than two (2) Pilots per Position will be assigned primary Ready Reserve for any given Ready Reserve period.
- (d) The notification of a primary Ready Reserve assignment for a P1 or P2 Pilot will occur on the Day prior to the assignment, no later than 1800. A P3 Pilot will be notified of a Ready Reserve assignment during his contact period on the Day prior to the assignment.
- (e) After Crew Scheduling determines which Pilots will be assigned to Ready Reserve in accordance with paragraph J.11.c.i.(a), above, Crew Scheduling will review the bids of the senior Pilot(s) to be assigned, and then determine who shall be assigned to the particular Ready Reserve periods in accordance with seniority.

J.11.c.i.(f) – J.11.c.i.(f) Example 3

- (f) A Pilot who is notified that he has Ready Reserve on the following day may be required to remain contactable until ten (10) hours prior to the commencement of his Ready Reserve assignment for the following day, or the end of his scheduled contact period, whichever occurs first. A Pilot's Ready Reserve preference will be honored (in accordance with seniority), even if his contact period must be reduced to accommodate the required rest provisions. If this Pilot is utilized into the required rest period for the Ready Reserve assignment, he will revert back to his originally scheduled contact period.

Example 1: A P1 Pilot's contact period is 0500 to 1900. The Pilot is on Day 1 of 3 consecutive days of reserve availability. The Pilot is notified at 1200 on Day 1 that his contact period for Day 2 will be a Ready Reserve assignment from 0700 to 1500. He is also notified that he is to remain contactable until 1900 on Day 1.

Example 2: A P1 Pilot's contact period is 0500 to 1900. The Pilot is on Day 1 of 3 consecutive days of reserve availability. The Pilot is notified at 1200 on Day 1 that his contact period for Day 2 of reserve will be a Ready Reserve assignment from 0700 to 1500. He is also notified that he is to remain contactable until 1900 on Day 1. At 1330 on Day 1, the Pilot is notified that he is being assigned to an overnight Trip with a 1500 show time, and with a scheduled off duty time of 1130 on Day 2. In this example, the Pilot would not be required to sit Ready Reserve on Day 2, but would continue with his P1 contact period.

Example 3: A P2 Pilot's contact period is 1000 to 2400. The Pilot is on Day 1 of 3 consecutive days of reserve availability. The Pilot is notified at 1800 on Day 1 that his contact period for Day 2 will be a Ready Reserve assignment from 0700 to

J.11.c.i(f) Example 3 – J.11.c.i(f) Example 6

1500. He is also notified that he is contactable until 2100.

Example 4: A P2 Pilot's contact period is 1000 to 2400. The Pilot is on Day 1 of 3 consecutive days of reserve availability. The Pilot is notified at 1200 on Day 1 that his contact period for Day 2 will be a Ready Reserve assignment from 0700 to 1500. He is also notified that he is to remain contactable until 2100 on Day 1. At 1330 on Day 1, the Pilot is notified that he is being assigned to an out-and-back Trip with a 1500 show time, and with a scheduled off duty time of 2330 on Day 1. In this example, the Pilot would not be required to sit Ready Reserve on Day 2 of his reserve assignment, but would continue with his P2 contact period.

Example 5: A P3 Pilot's contact period is 1900 to 2400. The Pilot is on Day 1 of 3 consecutive days of reserve availability. The Pilot is notified at 1915 on Day 1 that his contact period for Day 2 will be a Ready Reserve assignment from 0700 to 1500. He is also notified that he is contactable until 2100.

Example 6: A P3 Pilot's contact period is 1900 to 2400. The Pilot is on Day 1 of 3 consecutive days of reserve availability. The Pilot is notified at 1915 on Day 1 that his contact period for Day 2 of reserve will be a Ready Reserve assignment from 0700 to 1500. He is also notified that he is to remain contactable until 2100 on Day 1. At 2030 on Day 1, the Pilot is notified that he is being assigned to a CDO with a 2300 show time, and with a scheduled off duty time of 0800 on Day 2. In this example, the Pilot would not be required to sit Ready Reserve on

J.11.c.i.(f) Example 6 – J.11.c.iii.(b)

Day 2 of his reserve assignment, but would continue with his P3 contact period.

ii. Escalations to Secondary Ready Reserve

- (a) The Company may escalate another Reserve Pilot to secondary Ready Reserve to replace a primary Ready Reserve Pilot that has been utilized or no longer exists, e.g. sick, leave, resigned, etc.
- (b) Additional Short Call Reserve Pilots may be escalated to replace other Ready Reserve Pilots as they are utilized.
- (c) The contact period for a Pilot escalated to Ready Reserve shall not exceed a total of ten (10) hours from the start of his Short Call Reserve contact period and no more than six (6) hours of Ready Reserve duty if he has not been provided a flight assignment.
- (d) No Pilot may be involuntarily escalated from Short Call Reserve to Ready Reserve more than three (3) times in a single Bid Period, though a Pilot may volunteer to be escalated at any time.
- (e) A Pilot escalated from Short Call Reserve to Ready Reserve shall be credited one (1) hour of pay, above guarantee, for each such escalation.

iii. Definitions

- (a) The “most junior Pilot(s)” shall mean the Pilot(s) with the numerically highest seniority number(s), and such Pilot will be designated without regard to his days of availability (as provided in paragraph J.5.a.vi., above), whether the Pilot has preferred CDO or non-CDO, First Out or Last Out, or the tier the Pilot has preferred (P1, P2, or P3). “Available” means a Pilot who has a designated reserve day on his schedule. There shall be no out-of-Domicile assignments to Ready Reserves.

(b) Days Off Prior to a Reserve Sequence

A Pilot who is on a Day Off prior to starting a reserve sequence will not be considered in determining the relative seniority of the Pilots on reserve for the following day because he is not contactable.

iv. Impact of Ready Reserve on Contact Period

If the assignment of Ready Reserve causes a change in a Pilot's contact period, the provisions of this paragraph J. will apply, except as modified by paragraph J.11.

Example: If a Pilot who has been designated as P3 is utilized to perform Ready Reserve that commences at 0700 on the 5th of the month, the Pilot will serve out the Ready Reserve period (8 hours from his report time at airport, or, if assigned, 14 hours from his report time at the airport) on that day, and his P3 designation will be disregarded. On the 6th, the Pilot will revert to being a P3 reserve, unless he is again assigned to Ready Reserve in accordance with this Section. If this Pilot's RR assignment on the 5th results in an overnight that carries into the 6th, the Pilot will finish his flight assignment and will remain contactable until 14 hours from his report time on that day, or the end of the Pilot's P3 period, whichever occurs first.

d. Limitations

i. Monthly

A Pilot will not be required to perform Ready Reserve on more than ten (10) days in a Bid Period unless there are no other Reserve Pilots in the same Position available for such assignment or all other available Reserve Pilots have also been used for ten (10) days in the Bid Period. This provision does not prohibit a Pilot from requesting Ready Reserve periods in excess of ten (10) in a Bid Period.

ii. Within A Span of Consecutive Reserve Days

A Pilot will not be required to perform Ready Reserve on more than three (3) days during any span of consecutive reserve days unless there are no other Reserve Pilots in the same Position available for such assignment or all other available Reserve Pilots have also been used for three (3) Ready Reserve days in their span of reserve days.

J.11.e. – L.1.a.ii.(b)

e. Status of Ready Reserve Pilots Upon Completion of Flight Assignment

Upon completion of a flight assignment and if not assigned additional flying, a Ready Reserve Pilot will resume the balance of any remaining Ready Reserve period. If no balance is remaining, such Pilot will not be returned to Short Call Reserve and shall be released.

K. Notification of Schedule Changes

1. Any modification to a Pilot's schedule will be entered into the Company's scheduling software system and will be immediately viewable by the Pilot and accessible through the Company's automated phone system, if any.
2. A Pilot who is on duty must be notified of changes to his schedule affecting that Duty Period by direct contact.
3. Should Crew Scheduling leave a voice message for a Pilot, such message shall include the reason for the call, the time of the call, and the name of the person leaving the message.
4. A Pilot who chooses to self-notify himself of a schedule change via the Company's website will be considered officially notified of any changes once he has electronically accepted the change(s).
5. A Pilot who is not on reserve shall not be required to check-out after he has blocked in from his last segment in a pairing.
6. A Pilot who is unable to report for duty shall notify Crew Scheduling as far in advance as possible.

L. Scheduling General

1. Reduced Availability Lines

- a. Notwithstanding paragraphs E. and F., above, the Company may offer RA Lines for Monthly Bidding pursuant to the following:

- i. Applicability

All types of Lines available for regular bidding will be available for RA Lines including Regular, Reserve, and CDO. Availability will be predicated on a Position-by-Position need. All RA Lines will be on a volunteer basis.

- ii. Prior to Bidding

- (a) A Pilot will bid for an RA Line during the Early Bid.

- (b) RA Lines will be awarded in seniority order for each Position.

L.1.a.iii. – L.1.a.iv.(a)(iii)

iii. A Pilot who is awarded an RA Line will:

- (a) be initially entitled to one-half (1/2) of his regular minimum monthly guarantee;
- (b) receive Pay Credit for the greater of the Pilot's total Pay Credits earned for the RA Line or his eligible monthly guarantee;
- (c) receive twenty (20) Days Off in a thirty (30) day Month and twenty-one (21) Days Off in a thirty-one (31) day Month;
- (d) receive all company benefits provided to full availability Pilots;
- (e) have the half Month pro-rated for Planned Activities such as Military and FMLA leave prorated in the same manner as a full Month, consistent with the other provisions pertaining to RA Lines;
- (f) be allowed to trade Trips that are within seven (7) hours plus or minus the originally awarded credit;
- (g) not be subject to the Junior Assignment provisions of paragraph I., above;
- (h) not be allowed to pick up Trips;
- (i) continue to accrue seniority and Longevity; and
- (j) continue to accrue sick and vacation credit.

iv. Line Construction

(a) Regular Lines

- (i) PBS will build Regular RA Lines between thirty-seven and one-half (37.5) and forty-seven and one-half (47.5) hours of Schedule Credit.
- (ii) A Pilot awarded an RA Line will have a Line awarded by the PBS system. The Line will be awarded in seniority order at the same time as all other Lines.
- (iii) A Pilot who is awarded an RA Line which does not provide for the minimum number of Days Off will be required to drop Duty Periods until the minimum number of Days Off is achieved. A Pilot's credit will not be reduced below minimum guarantee because

L.1.a.iv.(a)(iii) – L.1.a.iv.(c)(i)

of these drops. The Pilot will have twenty-four (24) hours after the Lines are awarded to submit a preference to Crew Planning indicating which Duty Period(s) he would like dropped to meet the minimum number of Days Off; however, Crew Planning will modify the Line, in seniority order, based on availability. The Pilot will email Crew Planning with his intentions. Should a Pilot fail to submit a request concerning which Duty Period(s) to drop, Crew Planning will modify, at its discretion, the Pilot's Line to meet the minimum number of Days Off.

(b) CDO Lines

- (i) CDO Lines will be built to include eight (8) CDOs.
- (ii) Any pre-assigned carry-in pairing, training, or other Duty Periods carrying into the Month will be considered as working days for the purposes of bidding and Line awards.
- (iii) Pre-assigned Ground Training, company business, or other Duty Periods in the Month will be considered as working days for the purposes of bidding and Line awards.
- (iv) If the CDO Line is denied due to improper bidding, (i.e. asking for too many specific Dates off) the Pilot will be awarded a Reduced Availability Regular Line.

(c) Reserve Lines

- (i) A Pilot who is awarded an RA Line and who does not have the seniority to hold a Regular or CDO RA Line will be awarded a Reserve RA Line. PBS will initially build a Reserve Line for the entire Month in accordance with this Section. After the Line Award, the Pilot will designate the half of the Month he desires to work (1st through the 15th, or the 16th through the 30th/31st), or with Crew Planning's agreement, the Pilot may pick any span of fifteen (15) consecutive days within the Month. Crew Planning will remove the other half of the Month honoring requests in seniority order to the extent possible, based on availability.

L.1.a.iv.(c)(ii) – L.1.a.v.(c)

- (ii) A Reserve RA Line will contain a minimum of nine (9) reserve days and a maximum of ten (10) reserve days.
 - (iii) A Reserve RA Line that does not have the minimum number of reserve days will have reserve days added until the minimum number of reserve days is achieved. The Pilot will have twenty-four (24) hours after the Final Line Award to submit a preference to Crew Planning indicating where to add reserve days.
 - (iv) A Reserve RA Line that does not have the minimum number of Days Off will have reserve days dropped until the minimum number of Days Off is achieved. A Pilot's credit will not be reduced below minimum guarantee because of these drops. Drops will occur from the outer end of a reserve sequence working inward. The Pilot will have twenty-four (24) hours after the Lines are awarded to submit a preference to Crew Planning indicating which Duty Period(s) he would like to have dropped to meet the minimum number of Days Off; however, Crew Planning will modify the Line, in seniority order, based on availability.
 - (v) The Pilot will submit their request within twenty-four (24) hours after the Final Line Award to Crew Planning via email. Should a Pilot fail to submit a request concerning which Reserve Days to add or Duty Period(s) to drop, as applicable, Crew Planning will modify, at its discretion, the Pilot's Line to meet proper parameters.
- v. A Pilot on an RA Line may perform other commercial flying, provided;
 - (a) the other commercial flying does not create a conflict with scheduled Company flying or a Pilot's awarded schedule in a subsequent Month;
 - (b) the other commercial flying is reported to Crew Scheduling a minimum of twenty-four (24) hours prior to the next Company segment;
 - (c) the Pilot provides the Company a log of actual commercial hours flown by the fifth (5th) day of the subsequent month for legality tracking purposes;

L.1.a.v.(d) – L.2.b.

- (d) the Pilot performing other commercial flying will be responsible for tracking his legality at all times and preventing conflicts between flying for the Company and his outside ventures; and
- (e) the Company reserves the right to limit the amount of commercial flying for a Pilot awarded an RA Line if the Pilot's projected flight hours would restrict the Pilot's availability to the Company.
- (f) For the purpose of this paragraph "other commercial flying" means any commercial flying not related to a Pilot's employment at the Company.

2. Flying Out of Status

a. Prohibition and Exceptions

No Pilot will perform flying in a Status other than the one he currently holds, except that:

- i. A Pilot performing Line Check Airman duties must have the seniority to hold a current Captain Position.
 - ii. A Line Check Airman may perform First Officer duties when he is administering required training or checking, and the Captain designation in paragraph L.2.c., below, will not apply.
 - iii. A Line Check Airman may be reassigned on an originally scheduled day of work to fly as a First Officer for the sole purpose of preventing an extension or a junior assignment event (there is no Reserve Pilot available, system-wide), but no sooner than forty-eight (48) hours prior to the scheduled report time of the Trip. The Line Check Airman will be credited for the greater of his originally scheduled Trip or the reassigned Trip if he is reassigned pursuant to this paragraph.
 - iv. A Line Check Airman performing training or checking pursuant to paragraph L.2.a.ii., above, or reassigned pursuant to paragraph L.2.a.iii., above, will be compensated at the applicable Captain rate and will be paid the Line Check Airman override.
- b. Irrespective of paragraph L.2.a., above, the Company may schedule a First Officer who is also an FTI to perform flying in the left seat necessary to qualify to become a Line Check Airman in accordance with one of the following provisions:

L.2.b.i. – L.3.a.

- i. By displacing a Captain in the applicable Category from a Trip. In this case, the displaced Captain will be released from duty, and will be credited for the scheduled value of the displaced Trip, and will not be subject to reassignment pursuant to paragraph H., above. However, the displaced Captain may indicate that he is willing to remain time available for reassignment in accordance with paragraph H., above. If the displaced Captain elects to remain time available, and if he is assigned any additional flying, he will receive Pay Credit for the scheduled value of the Trip from which he was displaced, plus the credit for any duty reassigned at the Open Time pickup premium rate in effect at the time. The Company is under no obligation to assign flying to a Captain who elects to remain time available.
- ii. By awarding a Trip Drop(s) to a Captain in the applicable Category. The dropped Trip(s) may be directly assigned to the qualifying Line Check Airman, and need not be placed into Open Time.
- iii. By assigning a Trip to the qualifying Line Check Airman for the sole purpose of preventing a junior assignment (there is no Reserve Pilot available, system-wide), but no sooner than forty-eight (48) hours prior to the scheduled report time of the Trip.

Note: These provisions shall apply during the period the First Officer FTI is qualifying to act as an Line Check Airman (as prescribed by the FARs or the FOTM, to include OE, 100 hours of consolidation time and the like). Once a pilot is fully qualified to act as a Line Check Airman, his assignments shall be in accordance with the applicable provisions of this Agreement.

c. Captain Designation

A Captain who has a Trip on his schedule will fly as Captain if he is paired with another Pilot who is qualified to fly as a Captain, regardless of seniority. If neither Pilot was originally scheduled for the Trip, the senior qualified Pilot will fly as Captain.

3. Commuter Clause

- a. Upon issuance of new or revised flight, duty and rest regulations by the FAA, the Company and Association will meet to determine if changes to the Call-in Honest program are necessitated by the revised provisions, and what the changes, if any, will be. If the parties determine that no changes are necessary, the parties agree to maintain the program as specified in this Agreement. If unable to agree on whether changes are necessary, or, if unable to agree on the changes, the parties will submit the issue(s) to interest arbitration. The arbitrator's decision must be rendered prior to the implementation of any revised flight, duty, and rest

L.3.a. – L.3.b.iv.Example 2

regulations, but will not be effective prior to the implementation.

- b. The Company may not take disciplinary action against a Pilot if the Pilot fails to report for scheduled duty or reserve availability, provided all the following conditions are met:
 - i. the failure is directly related to the Pilot's inability to obtain a seat on a scheduled carrier to the airport of the scheduled duty or reserve availability;
 - ii. the Pilot was present at the airport and available for boarding at the scheduled departure time for at least two (2) separate flights on a scheduled air carrier from the airport to the airport of the scheduled duty or reserve availability;
 - iii. the Pilot has not had a failure to report for scheduled duty or reserve availability as a result of his inability to commute to the airport of the scheduled duty or reserve availability on more than one (1) occasion in the preceding twelve (12) month period;
 - iv. the Pilot notifies Crew Scheduling of his inability to report at least two (2) hours prior to the scheduled report time, or at his earliest possible opportunity to do so.

Example 1: A Pilot identifies 2 flights that are scheduled to arrive in his Domicile with ample time to report for an assignment. The Pilot obtains a seat on the first flight. The second flight, or the "backup flight," is scheduled to depart 30 minutes after the first flight. After the Pilot boards the first flight, the flight is canceled due to a mechanical delay. The "backup flight" has already departed. This Pilot would be in compliance with the availability to board requirement described in this paragraph L.3.b.ii., above.

Example 2: A Pilot identifies 2 flights that are scheduled to arrive in his Domicile with ample time to report for an assignment. The Pilot obtains a seat on the first flight. The flight is diverted to another airport due to weather. The Pilot is unable to notify Crew Scheduling of his inability to report at least 2 hours prior to the scheduled report time. However, he does contact Crew Scheduling at his earliest possible opportunity. This Pilot would be in compliance with the notification requirements described in paragraph

L.3.b.iv.Example 2 – L.3.e.i.(b)

L.3.b.iv., above.

Note: The acceptable amount of time between flights will be based on the reasonable expectation that a Pilot can transit from the gate of the first flight to the gate of the second flight within a reasonable amount of time.

- c. A Commuting Oversight Board (COB) will be established consisting of two (2) members appointed by the Company and two (2) members appointed by the Association.
 - i. Once a Pilot has two (2) Call In Honest (CIH) events within a rolling twelve (12) month period, that Pilot will be placed under the supervision of the COB.
 - ii. Pilots under the supervision of the COB will develop an individualized commuting plan to improve the Pilots commuting reliability.
 - iii. The commuting plan will be in place for the duration of the period in which the Pilot exceeds two CIH events in a twelve (12) month period.
 - iv. The COB reserves the right to implement alternate elements into a Pilots commuting plan if circumstances require.
 - v. A Pilot will not be subject to discipline for absences that comply with the CIH provisions and commuting plan requirements while he is under the supervision of the COB and has not exceeded three (3) events within a rolling twelve (12) month period.
- d. A Pilot who fails to appear for scheduled duty whether or not he calls in will have his guarantee adjusted downward pursuant to Section 4.B.2.
- e. At the time a Pilot notifies scheduling of his inability to report, the Pilot will coordinate with crew scheduling to resume his duty or reserve availability in accordance with the following:
 - i. A Reserve Pilot
 - (a) may be scheduled to resume his original reserve availability period lengthened by the number of hours delayed; or
 - (b) placed on an alternate reserve period.

L.3.e.ii. – L.4.e.

ii. A Line holder will:

- (a) coordinate with scheduling to resume his original schedule at a mutually agreed point or the next time the Trip returns to Domicile, whichever is sooner; or
- (b) be reassigned, at the Company's option, to an alternate schedule in accordance with paragraph G.3.b., above, or Time Available. The Pilot will receive credit for the balance of the original Trip value starting at the original departure time of the next leg of the original Trip that occurs after the Pilot begins his Time Available period, or any reassigned flights, whichever is greater.

4. Crew Meals

- a. Under normal circumstances, a Pilot will be scheduled for a meal period of at least forty-five (45) minutes free from duty for each Duty Period greater than six (6) hours, subject to the Company's operational needs. This provision may also be waived by the ALPA Scheduling Committee. No training or other flight-related duties will be conducted during the meal period without the Pilot's consent.
- b. The Company recognizes the need to address nutritional requirements during the duty day. The Company will meet periodically with the Association to determine if such needs are being addressed. Sufficient beverages for the crew will be provided during flight duty.
- c. Upon request, a Pilot will be provided passenger meals on those flights when passengers receive meals, if sufficient passenger meals remain.
- d. Should a meal period not be scheduled due to operational needs, or should the Pilot's scheduled break be reduced in time due to irregular operations, the Pilot may take the opportunity to obtain nourishment. A Pilot will not be disciplined for obtaining such nourishment, provided the Pilot has exercised appropriate actions to minimize any delay. Crewmembers who appropriately exercise their right to address their nutritional needs shall not lose any flight credits, if removed from an assignment to maintain operational integrity.

Example: A Pilot who has not had ample time or opportunity to eat due to a tight schedule may elect to obtain a meal at an airport restaurant or nearby restaurant if no adequate eating facilities are available at the airport.

- e. Nothing herein shall prohibit the Company from furnishing suitable crew meals to maintain operational integrity.

5. Consolidation of Knowledge

- a. A Pilot with less than seventy-five (75) hours of flight time in Category shall be defined as a green Pilot.
- b. First Officers' Lines will be awarded after the Captains' Lines and Trips flown by green Captains will be blocked from being awarded or assigned to green First Officers, but will otherwise be awarded in accordance with the green First Officer's preferences.
- c. A Pilot who is projected to have flown less than ninety (90) hours by the end of the third (3rd) Month after he has completed training may be assigned additional flying on his schedule, not to exceed ninety (90) hours and, only to the extent necessary, to comply with the FAR consolidation of experience. The additional flying will be added after the Final Line Award.

6. Compensatory Days Off

- a. If a Pilot becomes entitled to a Compensatory Day Off prior to the twentieth (20th) of a month, the Compensatory Day Off may be provided in that Month, unless the Company and the Pilot cannot mutually agree on a date in that Month. Any Compensatory Day Off carried over must be granted in the following Month.
- b. The carried over Compensatory Day Off will be determined by mutual agreement between the Company and the Pilot. If the Company and the Pilot cannot reach mutual agreement, the Pilot may submit three (3) choices for a Compensatory Days or Days Off to the Company (which may only be the first or last day(s) of a Trip) and the Company shall select one (1) of those choices. The Pilot may not submit any of the following among his choices for a Compensatory Day Off: Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and New Year's Day. In lieu of submitting three (3) choices for a Compensatory Day(s) Off, the Pilot will have the option of being paid for the day or having a day added to his vacation as a PVD. A Pilot will initiate the process for redeeming a Compensatory Day(s) Off at least five (5) days prior to the first day he wishes to take, but in no case later than the tenth (10th) of the month.
- c. A Pilot shall be credited with the value of the Trips lost on the compensatory day in addition to the value already credited on the day the Pilot was junior assigned. A Pilot who elects to be paid in lieu of a compensatory day shall be credited four (4) hours, above guarantee.

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Section 26

General

A. Gear, Manuals and Equipment

1. A Pilot will not be required to pay for the use of any equipment necessary for training or equipment used in any airline operations (e.g., maps, en route charts, approach plates, ear plugs, alcohol wipes, etc.) with the exception of headsets.
2. Pending implementation of an electronic flight bag (EFB), the Company will supply one (1) set of approach plates and updates to each Pilot. Pilots are responsible for keeping the approach plates and updates current. Should the Company implement an equivalent FAA-approved electronic system, the costs associated with implementation of the system will be borne by the Company.
3. Any materials provided by the Company to a Pilot will be considered to be Company property and must be returned to the Company upon request.

B. Damage To Equipment

Except for a Pilot's personal equipment, a Pilot will not be required to pay for any equipment unintentionally damaged during the normal course of duty.

C. Personnel Files

1. A Pilot, or his authorized representative, may reasonably request to inspect any documents maintained by the Company in the Pilot's personnel file(s), including reports, orders, training records, proficiency check records and flight simulator records. The Pilot, or his authorized representative, will be required to conduct such review during the Company's regular business hours.
2. The Company will provide a Pilot, upon request, with one (1) copy of each document contained in his file(s) within ten (10) business days following the date of the Pilot's request. The Company will provide this set of copies free of charge on one (1) occasion per calendar year. Thereafter, the Company may charge a reasonable fee for reproducing any additional copies requested.
3. A Pilot will be advised of and provided with a copy of any material of a derogatory nature, or any material related to a Pilot's conduct or performance, at the time such material is placed in his personnel file(s). The Company will allow the Pilot to place a written statement in his personnel file(s) as it relates to the same circumstances.
4. The Company shall not place any reports, materials or documents in a Pilot's personnel file(s) without promptly providing the Pilot with prior notification.
5. The Company may elect to utilize a third party for the purpose of conducting employment verifications. The Company, or the third party, may charge a Pilot for the verification. However, if the Pilot is a current employee, the Company may not charge such Pilot for a verification submitted directly to the Company and returned directly to the Pilot.

6. Any disciplinary material shall be subject to Section 19.B.2.d.

D. Travel Privileges

1. A Pilot on the active payroll of the Company, and a retired Pilot not flying for another airline, who has at least ten (10) years of service and who has either reached the age of fifty-five (55) or who has lost his FAA Medical Certificate and retires as a consequence thereof will be subject to the pass policy of the Company. The unmarried widow(er) and dependent children (up to the age of twenty-one (21)) of a Pilot who dies while employed by the Company will, for ten (10) years following the Pilot's death, be entitled to the number of passes to which the Pilot would have been entitled.

2. Pass Travel on Company-Controlled Seats

Should the Company begin operation of flights on which the Company controls the inventory of seats, Pilots will be entitled to pass travel on such flights on the terms and conditions, including with respect to service fees and eligibility of family members, that apply to other Company employees.

E. Jump Seats

1. A Captain of a flight may accommodate a jump seat rider in the cockpit in accordance with the Company's jump seat policy. Multiple jump seat riders may be accommodated in available passenger seats after all non-revenue passengers have been accommodated, subject to a code-share partner's restrictions, if applicable.
2. The Company will bear all costs associated with administering and maintaining the Cockpit Access Security System ("CASS"). Should the costs of maintaining such system increase substantially, the Company and the Association will meet to discuss the allocation of the increased costs.
3. A Pilot will be placed in the CASS and will be eligible for jump seat privileges as of the Pilot's date of hire with the Company.

F. Written Notices

1. The Company will notify a Pilot, in writing, of any orders involving a change to the Pilot's assigned Domicile, a promotion, a demotion, a Furlough, a recall and the approval of a leave of absence.
2. A Pilot must immediately notify the Company of a change of address or telephone number, or of an additional address or telephone number. If the Pilot notifies the Company of a change in person, the Company will provide the Pilot with a written confirmation of the change within ten (10) days following the date of notification.

G. Copies of this Agreement

1. Each Pilot will be provided with a copy of this Agreement and any Letters of Agreement attached hereto.
2. The Company will pay one-half (½) of the cost of reproducing this Agreement and any Letters of Agreement attached hereto.
3. The Association will make the arrangements for the printing of this Agreement and any Letters of Agreement attached hereto and submit an invoice to the Company. The Company agrees to submit payment to the Association within thirty (30) days following the date of receipt of the invoice.
4. The Company will post a copy of this Agreement and any Letters of Agreement attached hereto on its website. The Company and the Association shall meet at least semi-annually to review which new Letters of Agreement need to be added to the Company website.

H. Parking

1. Except as provided for in paragraph H.2., below, the Company will provide a Pilot with Company-paid parking at a domicile of the Company as designated by the Pilot.
2. If the Company is provided free-of-charge parking at a domicile, the parking will be limited to Pilot(s) who have been awarded that Domicile, unless otherwise permitted by the provider, exclusive of locations where the Company is reimbursed for employee parking.
3. The Company will provide a Pilot who is on a TDY assignment with additional parking at the TDY location. At the Company's discretion, the additional parking will be provided at the airport employee facility, an off-site parking facility, or, if requested by the Pilot, the hotel location.
4. If a Pilot's vehicle, while legally parked and properly registered with an appropriate state agency, is towed from a Company-provided parking location, the Company will reimburse the Pilot for any fines and/or fees.
5. The Company will provide transportation to and from the established parking facility and the Pilot's duty location.
6. The Company will provide a Pilot with parking benefits for, at a minimum, the duration of the Pilot's assigned duties.
7. The Company and the Association agree to meet to discuss any parking-related issues.

I. Identification ("ID") Cards

The Company will furnish an initial Company identification card at no cost to the Pilot. The Company may not charge a Pilot more than fifteen dollars (\$15.00) to replace a lost or damaged standard ID card.

J. Bulletin Boards

The Company will make available, at each Domicile, a designated space for the Association to display an enclosed and locking bulletin board. The Association may use the bulletin board for the posting of documents relating to Association meetings and other Association business. Posted documents must not contain derogatory or inflammatory material with respect to the Company and its employees, or the Association and its members.

K. Association Committees

The Company agrees to recognize any committees established by the Association's MEC. Upon reasonable request by the Association, the Company will designate personnel from each appropriate department to meet with the appropriate Committee Chairman for the purpose of addressing and resolving concerns raised by the Association. Leaves of absence for service on these committees must comply with the provisions of Section 13 of this Agreement.

L. Mailboxes

1. The Company will provide each Pilot with a mailbox at the Pilot's Domicile.
2. The Company will permit MEC-authorized communications to be distributed to Company Pilot mailboxes. Such communications must not contain derogatory or inflammatory material with respect to the Company and its employees, or the Association and its members.

M. Telephone Communications

1. Company representatives of the System Operations Control and Maintenance Operations Control departments may only initiate telephone contact with a Pilot by utilizing an unblocked "caller ID" line from the Company's telephone system, provided the Company's telephone system is operable, to a telephone number specified by the Pilot.
2. At any time a Company representative of the System Operations Control or Maintenance Operations Control department places a telephone call to a Pilot, the Company representative must identify himself by stating his name and department, and ask to speak with the specific Pilot by name. The Company representative and the Pilot will conduct themselves in a professional manner during the communication.
3. The Company will record all telephone communications between Company representatives of its System Operations Control and Maintenance Operations

Control departments and Pilots. The Company will retain such recordings for a minimum of ninety (90) days.

4. The Company and a Pilot are authorized to record any telephone communication, provided the Pilot notifies the Company at the time he initiates the communication that the communication is being recorded. The Company will periodically remind a Pilot that it may record any communication.
5. The Company will make available to the MEC Chairman, or his designee, upon request, copies of recorded telephone communications.
6. Crew Scheduling may not refer to possible disciplinary action in order to intimidate a Pilot into accepting an assignment. Crew Scheduling will not designate an unaccepted or removed assignment as a "missed trip."

N. Flight Duties and Ground Movements

1. Nothing in this Agreement will be construed to prohibit any Pilot from voluntarily performing any task, provided safety is not adversely affected. A Pilot will be required to perform only those duties that are pertinent to his training and certification as an airline Pilot.
2. Ground Movements
 - a. The Company will not require a Pilot to ground reposition an aircraft, including "brake riding" and maintenance run-ups, at a location where such an event is routine practice, unless deemed by the Company a case of unanticipated necessity.
 - b. At the request of the Company, a Pilot will conduct non-scheduled, non-revenue, non-flight ground movements, except when:
 - i. maintenance or ground personnel who are trained to accomplish the event are available;
 - ii. the movement will delay the Pilot's release from the end of his Trip;
 - iii. in the judgment of the Pilot and given all circumstances, the operation cannot be safely performed;
 - iv. prompt transportation back to the airport terminal, if applicable, is not available;
 - v. the movement will unduly delay the Pilot's release to his rest period;
 - vi. the movement will unduly accelerate a Pilot's report for duty.
3. The Company will utilize a qualified Ready Reserve Pilot, if available, to perform a ground movement before it may assign such movement to a non-Ready

Reserve Pilot. The Company may only assign a ground movement to a Ready Reserve Pilot within his availability period.

4. A Pilot will notify Crew Scheduling if he is required to, or has volunteered to, perform a ground movement and, if the duration of the ground movement exceeds one (1) hour, the Pilot will notify Crew Scheduling of the start and end time of the movement. Crew Scheduling will ensure that the proper amount of flight Pay Credit is applied to the Pilot's pay report.
5. If a Pilot performs a ground movement at the end of his Duty Period, the Company will adjust his release time according to Section 12.B. referenced to the actual Block-in time of the movement.

O. Liability Insurance

The Company will maintain insurance against claims for property damage and personal injury liability for Pilots acting within the scope of their duties with the Company.

P. Presentations to New Hires and Recurrent Ground Training

1. At the time the Company plans to hire new Pilots, it will provide the Association's MEC Chairman, or his designee, with the following information before Ground Training commences:
 - a. the class dates for and locations of Initial Ground Training; and
 - b. the names of the new hire Pilots.
2. At the time Initial Ground Training commences, the Company will arrange for the distribution of an Association communication inviting the new hire Pilots to attend a new hire presentation. The Association must conduct its presentation at a time when it will not conflict with the training schedule.
3. The Association's presentation will remain free of derogatory or inflammatory information with respect to the Company and its employees. A member of Company management may be present during the presentation.
4. The Company will not encourage prospective new hires to or discourage prospective new hires from attending such presentation.
5. In coordination with the Company, a Pilot designated by the MEC will be granted an opportunity in each recurrent ground school to make a presentation and distribute information. A member of management may be present during these presentations, which will occur during the lunch period unless the Company and ALPA agree otherwise.

Q. Pronoun Gender / Plurality

Except as otherwise indicated by the context, any masculine terminology used herein will include the feminine; the singular will include the plural; and the plural will include the singular.

R. Captions

The use of captions and headings in this Agreement are for convenience only and confer no separate meaning of the body of the language contained herein.

S. Toll-Free Access

The Company will maintain domestic and international toll-free telephone access for Pilots to communicate with the Company System Operations Control. Where international toll-free access has not been provided, a Pilot may call the Company System Operations Control collect.

T. Computers

1. At Domiciles with at least twenty-five (25) Pilots, the Company will provide a reasonable number of operable computers and printers in each Domicile to allow Pilots to bid; accomplish Trip pick-ups, Trip swaps, and Trip drop requests; view flight time records; verify flight Pay Credits; complete required reports; view weather information; accomplish computer-based training; and to perform other tasks as required by the Company.
2. The Company will ensure that the computers are capable of:
 - a. facilitating electronic communications between Pilots and Flight Operations, Crew Pay, Crew Scheduling, Flight Planning, Training and other necessary departments;
 - b. forwarding electronic copies of communications to a Pilot's e-mail address; and
 - c. providing hard copy printouts of reports.
3. The Company will provide a Pilot with home access to its electronic systems used for scheduling and bidding. The Pilot will be responsible for any costs associated with connectivity and internet service. The Company will, however, provide to a Pilot, at no cost, the necessary software for bidding or scheduling.
4. If economically feasible, taking into consideration the availability of adequate space at a reasonable cost, the workstations used for computer-based training shall be located in a quiet and comfortable location with minimal distractions. Such workstations may be located in the area provided for Ready Reserve Pilots referenced in paragraph V.4., below.

U. Immediate Release from Duty

1. Release from Duty Due to Injury or Accident

A Pilot who is injured and unable to perform flight duties, or who is involved in an aircraft accident, will be:

- a. immediately relieved from duty following any required drug and/or alcohol testing and, to the extent he is physically able, to cooperate in the initial investigation of the circumstances.
- b. returned to either his Domicile or his residence on the first appropriate flight. If the Pilot returns to his residence rather than his Domicile, the Pilot's per diem will be calculated as if he had returned to Domicile; and
- c. required to maintain contact with the Company for the purpose of any ongoing investigation and to determine whether the Pilot's status is active or inactive.

2. Release from Duty Due to Illness

- a. A Pilot who is unable to perform flight duties due to an illness or injury will be relieved of any remaining assignment(s). The Pilot may, with the concurrence of the Flight Duty Manager which shall not be unreasonably withheld:
 - i. be immediately released from duty, whether in or out of his Domicile; or
 - ii. accept a deadhead assignment to his Domicile when he is able to do so. The Pilot will be released from duty in his Domicile following the deadhead assignment.
- b. If a Pilot is away from his Domicile, he will continue to receive per diem and lodging until he:
 - i. returns to his Domicile; or
 - ii. accepts a release from duty out of his Domicile.

V. Crew Lounges and Facilities

- 1. The Company will provide crew lounges at all Domiciles for exclusive use by Pilots and flight attendants, while taking into consideration the availability of adequate space at a reasonable cost.
- 2. The Company will provide furniture in its crew lounges that is living room type furniture, clean, comfortable and in good repair. The Company will replace any worn furniture.
- 3. The Company will provide each crew lounge with a working television set with a DVD player. Cable or satellite service will be provided, where available at a reasonable cost.
- 4. If the Company assigns Ready Reserve duty at a Domicile, it will provide an area for use by Pilots on Ready Reserve duty. This area is intended to provide Pilots with a reasonable degree of freedom from the usual noises and disturbances created by transient crewmembers and airport personnel. When providing such

facilities at a particular Domicile will require research of current space, leases, and construction costs, upon request the Company will meet with Association representatives to discuss this issue and decide upon an approach. If the Company is unable to provide a suitable Ready Reserve area, it shall provide Pilots on Ready Reserve duty with an off-site crew lounge or, alternatively, a day room at a hotel near the airport.

5. The Company will provide an area for the storage of crewmember baggage and flight kits. The storage area will either be located in a secure crew lounge or be accessible only to crewmembers by a cipher lock.
6. Paragraphs V.3. through V.5., above, shall not apply to Domiciles with fewer than twenty-five (25) Pilots.

W. New Aircraft

1. Should the Company place into revenue service aircraft other than the aircraft for which rates of pay are specified in this Agreement, or existing aircraft with seats in a range that is not specified in this Agreement, the Association and the Company will meet, pursuant to Section 6, Title I, of the Railway Labor Act, as amended, irrespective of Section 31, to negotiate rates of pay for such aircraft at a mutually agreed upon time, but not later than forty-five (45) days before the aircraft Positions are to be posted for bid, or existing aircraft are to be operated with seats in a range not specified.
2. If no agreement has been reached by the thirtieth (30th) day prior to the date the first permanent bid for the new equipment is to be published, or existing aircraft are to be operated with seats in a range not specified, the parties agree to submit the issue to an arbitrator for final and binding arbitration. The arbitration will occur no later than twenty (20) days prior to the publishing of the permanent bid, or the operation of existing aircraft with seats in a range not specified. The arbitrator will be mutually agreed to by the parties, or, if mutual agreement is not possible, the arbitrator will be selected by the alternate strike method described in Section 21.
3. Closing oral arguments may be made in lieu of post-hearing briefs. If either party elects to submit a brief, such briefs shall be due no later than the close of business three (3) days after the close of the hearing. The arbitrator's decision shall be issued within seven (7) days following the close of the hearing.
4. The time limits may be extended by the mutual agreement of the parties. In no event will the introduction of a new aircraft be delayed due to the operation of this Section. If circumstances beyond the control of the parties preclude meeting the time limits or receiving an arbitrator's decision prior to posting of bids for the new Positions, the parties shall agree upon an appropriate notification to be included with the bid posting, and shall proceed to obtain a decision as quickly as possible.

X. Fees

1. Passports, Visas and Immunizations

- a. A Pilot will be responsible for the costs associated with the application and renewal of his passport.
- b. If expedited processing is required by the Company, the Company will reimburse the Pilot for any additional fees.
- c. Upon presentation of receipts, the Company will reimburse a Pilot for the costs of any visas and immunizations required to perform his duties as a Pilot.

2. Manuals

- a. The Company will replace lost manuals at a cost to the Pilot not to exceed the actual cost to the Company of printing the lost manual.

Flight Operations Manual, or its successor: \$60.00

Company Flight Manual, or its successor: \$75.00

Systems Manual, or its successor: \$75.00

- b. Electronic Flight Bags ("EFB")

Should the Company implement an equivalent FAA-approved electronic system, the Company and the Association will meet to determine an appropriate replacement cost, if any, for components lost by the Pilot.

Y. Submission of Required Documentation

Any submissions required by the Company to be furnished by a Pilot must be submitted to the appropriate Chief Pilot, or his designee, by hand delivery, facsimile or electronic means. The Pilot is responsible for ensuring that his appropriate Chief Pilot, or his designee, has received the submission.

Z. Use of Recorded Data

The language in the FOQA Letters of Agreement shall govern the use of all recorded data unless the FOQA program is suspended, in which case the following provisions shall apply:

1. "Recorded Data or Information" means any data or information derived from a Cockpit Voice Recorder ("CVR"), Flight Data Recorder ("FDR"), Quick Access Recorder ("QAR"), Flight Data Acquisition Unit ("FDAU"), Central Maintenance Computer ("CMC"), video recorder or any other similar onboard recording device.
2. Recorded data or information may be used:
 - a. to investigate an accident or incident;

- b. in conjunction with FAA-approved safety programs, such as ASAP or FOQA; and
 - c. for aircraft maintenance and reliability purposes.
- 3. Except by mutual agreement of the parties, as required by government regulation or judicial order, or as specified below, recorded data or information may not be disclosed to a third party.
- 4. The Company may not use any recorded data or information in any disciplinary or discharge action, unless:
 - a. the Company is engaged in the investigation of an accident or incident;
 - b. the Company has received an unsolicited, reliable, written account from an identified reporter, an unredacted copy of which shall be provided to the affected Pilot, alleging that a Pilot's performance is in violation of Company policies and/or procedures. In such a case, the Company may obtain, or the affected Pilot may require that, the pertinent recorded data or information is made available, provided that:
 - i. the Pilot disputes the specific allegations;
 - ii. the specific allegation(s) relate to flight or system parameters;
 - iii. only FDR-recorded data or information is used;
 - iv. the Association's MEC Chairman, or his designee, is advised of the need to obtain the recorded data or information prior to releasing such recorded data or information;
 - v. the request for the recorded data or information is made available to an individual(s) jointly selected by the Company and the Association; and
 - vi. the recorded data or information will be data specific to resolving the unresolved dispute(s); and both the Company and the Association receive such data.
- 5. The Company may not use recorded data or information to monitor a Pilot's individual performance or compliance with Company policies, directives or regulations.
- 6. Accident or Incident Investigation

Recorded data or information will be removed from an aircraft following an accident or incident in accordance with the regulations and directives of the responsible government agency. Should recorded data or information be removed from an aircraft for review or analysis following an accident or incident, the Association will be given an opportunity to attend such review. The Company

will provide the Association with advance notice and include the time and location for the review.

7. Maintenance and Reliability Purposes

Should the Company use recorded data or information for aircraft maintenance and reliability purposes for the purpose of evaluating aircraft systems or components, it will remove from the recorded data or information, prior to its use, all Pilot identifying characteristics.

8. The Company is responsible for preventing any unauthorized access to or use of recorded data or information.
9. The Company will notify the Association, in writing, a minimum of thirty (30) days prior to the date it installs on an aircraft or simulator any devices, equipment or systems that are capable of monitoring and/or transmitting Pilot performance data. The Company and Association will meet to discuss how the collected data will be used.

AA. Manual and Policy Requirements

All Company manuals and policies must comply with the provisions of this Agreement.

BB. Transfer of Electronic Data

1. The Company will provide access for the Association to download the following electronic data in the specified format(s):

File	File Type
Vacation Information	PDF
Segment Times	PDF

2. The Company will send the following data to the Association via email along with the normal distribution:

File	File Type
Pilot-Specific Memos	Word/PDF
Seniority List	Excel/PDF
Vacancies/Reductions (Notices and Awards)	Word/Excel/ PDF

3. If the Company becomes unable to provide one of the files as listed in paragraphs BB.1. through BB.2., above, in the specified format due to technology changes, the ALPA Communications Chairman, or his designee, will meet with the Company's representative to determine what the file format should be going forward.
4. The Company shall retain the option of sending more information via email than is specified. The lists above are simply a minimum requirement.

5. With regard to Position preference bidding, the parties agree to meet and confer about how to best exchange this data at a later date.

CC. TAMDAR

1. The Company shall not use data gathered from TAMDAR/AIRDAT as the basis for any discipline or discharge of Company Pilots, nor will the Company offer or introduce information obtained from a TAMDAR/AIRDAT collection device in any discipline or discharge grievance, including hearings before the System Board of Adjustment.
2. The data will be de-identified after verification by AIRDAT, except when the data indicates an abnormality in the TAMDAR sensor in which case AIRDAT will determine whether the sensor needs maintenance and, if so, advise the Company.
3. Notwithstanding paragraph CC.2., above, Out Off/Out In (OOOI) times will be transmitted directly to the Company. OOOI times will replace times previously reported by the Pilot and will be used by the Company. The Company will establish a system whereby a Pilot will be able to timely obtain OOOI times. It is not anticipated that Company personnel will modify OOOI times reported by TAMDAR. However, if Company personnel modify OOOI times, the affected Pilot(s) will be promptly notified. The Pilot will be entitled to present information regarding the actual OOOI times.
4. An Association representative will be permitted to review the TAMDAR/AIRDAT data received by the Company.

DD. Fatigue Events

1. The Company recognizes the need to address the effects of fatigue on safety of flight. The Company will meet with the Association's Scheduling Committee, upon request by the Association, to determine if the effects of fatigue are being adequately addressed.
2. Even though a Pilot's schedule is compliant with the limitations set forth in this Agreement and applicable Federal law, a Pilot will advise the Company if he cannot perform his duty as scheduled or rescheduled because he is fatigued. The Pilot will notify System Operations Control that he is fatigued at the earliest practical time to allow for the least possible disruption to the Company's operations.
3. The Company will make arrangements for a Pilot who is fatigued (i.e., return the Pilot to his Domicile, provide him with a hotel room, or reschedule his pairing) to ensure a timely transition into adequate rest, or assign the Pilot a deadhead followed by adequate rest prior to his next duty assignment, as appropriate, at the Pilot's discretion.

4. Reporting Requirements

Under normal circumstances, the Company's only requirement is that a Pilot submit a Flight Safety Report and a Fatigue Analysis Report relating to the fatigue event.

5. If the legitimacy of a fatigue event is in question, the Chief Pilot, or his designee, will review the circumstances of the event. If the Chief Pilot, or his designee, determines that the fatigue event is justified, the Company may not take disciplinary action against the Pilot.

6. Pay Treatment

- a. If a fatigue event occurs prior to the first departure of a Pilot's Trip, such event will be subject to review by management personnel of the Flight Operations department. A Pilot's pay treatment, including use of sick time, will be based on the classification of the absence (i.e., fatigue, sick, bereavement, etc.). If a Pilot's fatigue is the result of a Trip having less than twelve (12) hours until another Trip, the Company will give extra consideration to the event.
- b. The Company will allow a Pilot to use sick time for a fatigue event occurring after the commencement of a Trip, unless it is determined by the Company that the event is not justified. Any time lost in excess of a Pilot's available sick time will result in the Pilot receiving a reduction to his monthly guarantee.
- c. A Pilot will not receive flight Pay Credit, nor will he be allowed to use sick time, for any lost flight time resulting from a fatigue event in which a junior assignment, extended assignment or any other assignment to which premium pay applies.

EE. HIMS

1. To facilitate scheduling of monthly monitoring meetings, required Pilot participants and facilitators of the HIMS Program will have their monthly schedules blocked from availability on the dates of such meetings prior to PBS line construction. Such days are not eligible for any Pay Credit.
2. If monitoring meetings are scheduled after schedule construction has been completed, and a conflict exists, sufficient time will be removed to accommodate the meetings. Time removed will be treated as a dropped Trip with a corresponding reduction in Pay Credit and guarantee.
3. Blocked days or scheduled off days utilized to attend meetings will be considered Days Off; be counted as part of a Pilot's minimum Days Off entitlement provisions set forth in Section 12.E.; and will not entitle the Pilot or facilitator to any additional or replacement Days Off.

Section 27 Insurance

A. Medical, Dental and Prescription

1. The Company will provide Pilots with the Medical, Dental and Prescription Insurance as provided in Appendices E, F, and G. The Company will not make any changes to the coverages or any aspects of the plan design (including, but not limited to, co-pays, deductibles, or out of pocket maximums) without consent of the Association.
2. Pilot premium contributions for Medical Insurance (including prescription coverage) and Dental Insurance may be increased only subject to the following conditions:
 - a. For Medical Insurance, a Pilot will not be required to contribute more than twenty-seven percent (27%) of the premium charge for the Open Access Plan/Preferred Provider Organization and twenty-five percent (25%) of the premium charge for the Health Reimbursement Account.
 - b. For Dental Insurance, a Pilot will not be required to contribute more than twenty-five percent (25%) of the premium charge for whichever coverage he elects.
3. The Company and the Association will meet no later than September 15th of each year to address any anticipated increases or decreases to the cost of the plans.
 - a. At the annual meeting referenced above, the Company will provide the Association with sufficient information and back-up data, including total claims, covered lives, actual administration fees, and trend data provided by a recognized health actuarial consultant, to enable the Association to verify that the Pilot share of the premium cost, on a per capita basis, does not exceed the relevant percentage(s) of the total cost of the Medical Insurance and/or Dental Insurance set forth in paragraph A.2., above. Per capita shall include all covered Pilots. The Association retains the right on a prospective plan year basis to select as the per capita measure all employees, Company-wide, covered by the same plan design. The Association shall advise the Company of its decision within one (1) week of the meeting referenced above.
 - b. The Company and the Association will meet no later than April 1st following the end of the previous calendar year to review the actual costs incurred during that calendar year. If the Pilot share of the premium actually exceeded the relevant percentage(s) of the total cost of the Medical Insurance and/or the Dental Insurance, then the total amount of the money in excess of the relevant percentage(s) shall be refunded to each Pilot who participated in the applicable plan, per capita, based on coverage tier. The refund will be paid no later than June 1st.
4. The Company shall make every effort to provide a conveniently located

OAP/PPO for any Pilot who so requests.

5. The Company agrees to consider alternative proposals made by the Association including an HSA, which may serve to decrease costs or maintain coverage.
6. Prior to opening a new Pilot Domicile, the Company shall make every effort to ensure that OAP/PPOs are located in reasonable proximity to the airport and shall make available to the Pilots electronically the names and locations of the OAP/PPOs.

B. Vision

The Company will make available and Pilots will pay the premium charge for Vision Care Insurance.

C. Retired Pilots' Insurance Benefits

1. The Company will provide the same medical and dental insurance coverage provided for active Pilots to Pilots who retire from the Company at age sixty (60).
2. At the time of retirement, a retired Pilot's cost for such retirement coverage will be seventy-five percent (75%) of the applicable COBRA rate, payable monthly in advance. A retired Pilot's contribution will remain seventy-five percent (75%) of the applicable COBRA rate until eligible for Medicare.
3. Coverage for the Pilot will continue until the month after which the Pilot is eligible for Medicare or until the Pilot's death, if earlier. Coverage for the Pilot's spouse will continue at the rate set forth in paragraph C.2., above, for the spouse's applicable status, monthly in advance, until the spouse is eligible for Medicare, remarries, or until the spouse's death, whichever occurs earlier.

D. Flexible Spending Account

The Company will continue to provide a Flexible Spending Plan whereby a Pilot may defer, on a pre-tax basis, a portion of his salary to pay for allowable medical and dependent care expenses. The amount of salary deferred will be limited by applicable IRS regulations.

E. Extended Sick Leave (First ninety (90) days of Absence)

After the first three (3) days of any absence, a Pilot shall be entitled to participate in the Company's Extended Sick Leave Plan as described in Appendix H. A Pilot may use accrued and unused sick leave to cover the three (3) day waiting period for Extended Sick Leave. A Pilot on Extended Sick Leave will receive sixty percent (60%) of his Average Monthly Pay at his applicable hourly rate. At the Pilot's option, accrued sick leave and/or vacation may be used to supplement the Pilot's pay under the Extended Sick Leave Plan, up to the Pilot's Average Monthly Pay. "Average Monthly Pay" shall mean the lesser of eighty (80) hours or the average Pay Credit of the Final Line Awards of the three (3) Pilots with seniority numbers immediately above and the three (3) Pilots immediately below the Pilot collecting Extended Sick Leave benefits who bid and are awarded lines and who occupy the same Position and who are available during the

entire Month for duty. If the Pilot collecting the Extended Sick Leave benefits is one of the three (3) most senior or junior Pilots in his Position, then the average will be based upon the Pilots who fall within the three (3) above or below (recognizing that there may be none), even though the average will consider fewer than six (6) Pilots.

F. Loss of License (Continuing Up Through 24 Months)

1. A Pilot will be eligible for the Loss of License disability benefit immediately upon exhausting the Extended Sick Leave benefits described in paragraph E., above, i.e. ninety (90) days of absence after three (3) day waiting period.
2. A Pilot with less than one year of service will be eligible for one (1) year of Loss of License disability benefits. A Pilot with more than one (1) year of service will be eligible for the full benefit (up to 24 months).
3. A Pilot will satisfy the eligibility criteria for this benefit by demonstrating that he is unable to exercise his medical certificate.
4. A Pilot will receive sixty percent (60%) of his Average Monthly Pay. "Average Monthly Pay" shall mean the lesser of eighty (80) hours or the average Bid Line Value of the three (3) Pilots with seniority numbers immediately above and the three (3) Pilots immediately below the Pilot collecting Loss of License benefits who bid and are awarded lines and who occupy the same Position. If the Pilot collecting the Loss of License benefits is one of the three (3) most senior or junior Pilots in his Position, then the average will be based upon the Pilots who fall within the three (3) above or below (recognizing that there may be none), even though the average will consider fewer than six (6) Pilots. If any of the Pilots in the Average Monthly Pay calculation are awarded Build-Up Lines, the awarded Line will be used in lieu of the bid Line to compute the average, provided that the Pilot awarded the Build-Up Line was available for the entire month.
5. Benefits may be reduced by fifty percent (50%) of outside income, and the combination shall not exceed one hundred percent (100%) of the Average Monthly Pay.
6. All other aspects of the Loss of License Plan will be the same as that which is in effect at Mesaba upon the date of signing of this Agreement.

G. Long-Term Disability Plan (Beyond 24 Months)

1. A Pilot will be eligible for the Long-Term Disability benefit immediately upon exhausting the Loss of License disability benefits described in paragraph F., above.
2. A Pilot who satisfies the eligibility requirements described in the Long Term Disability policy effective at Mesaba as of at the Date of Signing will receive sixty percent (60%) of his Average Monthly Pay at his applicable hourly rate, up to a maximum of \$6,000 per month. "Average Monthly Pay" shall mean the lesser of eighty (80) hours or the average Bid Line Value of the three (3) Pilots with seniority numbers immediately above and the three (3) Pilots immediately below the Pilot collecting Long-Term Disability benefits who bid and are awarded lines

and who occupy the same Position. If the Pilot collecting the Long-Term Disability benefits is one of the three (3) most senior or junior Pilots in his Position, then the average will be based upon the Pilots who fall within the three (3) above or below (recognizing that there may be none), even though the average will consider fewer than six (6) Pilots. If any of the Pilots in the Average Monthly Pay calculation are awarded Build-Up Lines, the awarded Line will be used in lieu of the bid Line to compute the average, provided that the Pilot awarded the Build-Up Line was available for the entire month.

3. A Pilot with less than one year of service will be eligible for one (1) year of Long-Term Disability benefits. A Pilot with at least one (1) year of service but less than two (2) years of service will be eligible for two (2) years of disability benefits. A Pilot with at least two (2) years of service but less than three (3) years of service will be eligible for three (3) years of disability benefits. A Pilot with at least three (3) years of service will be eligible for disability benefits until age sixty-five (65).
4. All other aspects of the Long-Term Disability Plan will be the same as that which is in effect at Mesaba on the date of signing of this Agreement.

H. Life Insurance

1. The Company will provide and pay the premiums for Life Insurance in the amount equal to the Pilot's annual earnings, computed by taking the Pilot's current (at time of death) hourly wage rate times one thousand (1,000) hours.
2. The Company will provide accidental death and dismemberment insurance in the same amount as the life insurance.
3. The life insurance policy will include a Living Benefit Option subject to a three thousand dollar (\$3,000) minimum and a one hundred seventy-five thousand dollar (\$175,000) maximum. The Pilot will be permitted to withdraw up to fifty percent (50%) of his total benefit with the remainder payable to the beneficiary.

I. General

1. If a Pilot becomes ill or is injured while outside of the United States on Company business, the Company will use best efforts to assist the Pilot in minimizing any amount required to be paid to the medical provider prior to discharge.
2. Upon the request of the Company or the Association, the parties will meet at mutually agreed times and locations to discuss benefits provided in this Section.
3. The Company may substitute another insurance carrier or third-party administrator to administer or insure the insurance plans described in this Section. The final selection of the substitute vendor will be at the Company's discretion. The Company will give the Association notice and an opportunity to provide input throughout the selection process, including, but not limited to, discussions with prospective substitute vendors, when practical. The Company will consider alternative proposals made by the Association.

4. Nothing herein shall preclude the Company from offering additional alternative plans from which Pilots may voluntarily elect.

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Section 28

Retirement

- A. The Company will offer, and a Pilot may participate in, a 401(k) plan (the “Plan”). The Plan shall not be terminated or discontinued for the Pilots, unless the termination or discontinuation is mandated by law. In such case, the parties will promptly meet and confer for the purpose of making any adjustments necessary to comply with the law.
- B. The Plan as it applies to Pilots shall maintain Company match and vesting provisions no less favorable than the following:

Years of Service	Company Match %	Match Salary Reduction Contributions Each Plan Year Up To
1 but less than 6	25%	6% of eligible earnings
6 but less than 11	50%	8% of eligible earnings
11 but less than 16	75%	9% of eligible earnings
16 but less than 20	100%	10% of eligible earnings
20 or more	125%	10% of eligible earnings

Years of Service	Extent of Vested Interest
Less than 2	0%
2 but less than 3	25%
3 but less than 4	50%
4 but less than 5	75%
5 or more	100%

1. For purposes of determining the amount of the Company match and the vesting thereof, “Years of Service” will be a plan year in which a Pilot is credited with at least five hundred (500) hours of service.
 2. The Company’s matching contribution based on salary reduction contributions and eligible earnings for a payroll period shall be contributed to the Plan not later than fifteen (15) business days after the end of the month in which the payroll period ends. Any true-up matching contributions for a plan year shall be contributed to the Plan not later than four and one-half (4½) months after the end of the plan year.
 3. All matching contributions shall be subject to limitations imposed by law.
- C. The maximum annual dollar limitation on salary reduction contributions to the Plan shall not be less than the maximum annual amount allowed by law.
- D. The number of investment options available to Pilots shall not be less than the number available under the Plan on the Date of Signing of this Agreement. In addition, a self-directed brokerage option will be offered subject to the restrictions and limitations imposed by the plan administrator. The full cost and all expenses of the self-directed brokerage option shall be charged to the accounts of participants who elect to use this option.

- E. Pilot new hires shall be automatically enrolled in the Plan following the first day of the month following one hundred and eighty (180) days of service at a three percent (3%) employee salary deferral contribution, and such deferral will be escalated by one percent (1%) each year to a maximum of six percent (6%). A Pilot who wishes to change the deferral rate or who elects not to participate in the Plan must notify the record-keeper of his preference.
- F. The Company will provide the Association with at least ninety (90) days' advance notice and will meet and confer with the Association prior to any Company-initiated change in the administrator or fund manager of the Plan, and/or any change in the number of investment options available to Pilot participants in the Plan. Less than ninety (90) days' advance notice may be provided if the Company determines, in the exercise of its fiduciary duty, that any such change(s) must be made within less than ninety (90) days.

G. Retirement Committee

- 1. The Company and the Association shall establish a Retirement Committee composed of four individual members, two (2) of whom shall be appointed by the Association and two (2) of whom shall be appointed by the Company. The Retirement Committee shall be chaired by a Company member. The Retirement Committee shall meet quarterly. A quorum shall be present at any meeting with three (3) voting members of the Retirement Committee. Where one (1) only such member appointed by the Company or Association is present, such member shall have two (2) votes. All resolutions or other actions taken by the Retirement Committee at any meeting shall be by vote of a majority.
- 2. To facilitate scheduling of the Retirement Committee meetings, required Pilot participants will have their schedules blocked from availability on the dates of such meetings prior to PBS Line construction. Such days are not eligible for any Pay Credits. If meetings are scheduled after schedule construction has been completed, and a conflict exists, sufficient time will be removed to accommodate the meetings. Time removed will be treated as a dropped Trip with a corresponding reduction in Pay Credit and guarantee. Blocked days or scheduled off days utilized to attend meetings will be considered Days Off and be counted as part of a Pilot's minimum Days Off entitlement provisions set forth in Section 12.E. and will not entitle the Pilot or facilitator to any additional or replacement Days Off.
- 3. The Retirement Committee's duties shall be to review the status and administration of the Plan, trust agreement, investment manager selection and performance, record keeper selection and performance and investment fund performance and to review adverse benefit determinations made by the record keeper or the Company. The Retirement Committee shall keep minutes of its meetings.
- 4. The Company shall provide to the Association members of the Retirement Committee all full annual reports, summary annual reports, de-identified participation data (including non-discrimination testing), asset performance reports and any other information pertinent to the Plan and Retirement Committee's duties. Such information shall be provided promptly to the Association members of the Retirement Committee, but no later than twenty (20)

business days after Association's written request for information provided it is available or date of publishing, whichever is earlier.

5. Should the Retirement Committee reach an impasse on any Plan issue due to a tie vote (2 to 2), the Retirement Committee Chairman will resolve the deadlock.
 6. The Company will provide the Retirement Committee with pertinent and timely financial information regarding the Plan investment options and any potential investment administrator changes prior to the next scheduled meeting in order to allow the members to be properly prepared to discuss any proposed changes.
- H. A copy of the Plan will be made available to the Pilots electronically.

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Section 29 Agency Shop

- A. Each Pilot covered by this Agreement who fails to voluntarily acquire or maintain membership in the Association upon completion of his probationary period will be required, as a condition of continued employment, to pay the Association each month a service charge as a contribution for the administration of this Agreement and the representation of such Pilot. The service charge will be in an amount equal to the Association's regular or usual monthly dues, including assessments by both the Association and the MEC. In calculating each non-member's monthly obligation, the Association will allocate and adjust charges in the same manner it followed with respect to its members.
- B. The provisions of this Section will not apply to any Pilot covered by this Agreement to whom membership in the Association is not available upon the same terms and conditions as are generally applicable to any other Pilot, or to any Pilot to whom membership in the Association was denied or terminated for any reason other than the failure of the pilot to pay an initiation (or reinstatement) fee, dues and assessments uniformly required.
- C. If a Pilot covered by this Agreement is or becomes delinquent in the payment of his service charge, initiation fee, assessment, and/or membership dues, the Association will notify such Pilot by Certified Mail, Return Receipt Requested (with copies to the MEC Chairman, the Vice President of Flight Operations of the Pilot's Airline and the Company Personnel Department) that he is delinquent and is subject to discharge. The letter will also notify the Pilot that he must remit the required payment within a period of fifteen (15) days or be discharged. The notice of delinquency required under this paragraph will be deemed to be received by the Pilot, whether or not it is personally received by him, on the fifth (5th) day after its postmark date of mailing, when mailed by the Association by Certified Mail, Return Receipt Requested, postage prepaid to the Pilot's last known address or to any other address which has been designated by the Pilot. It will be the duty of every Pilot covered by this Agreement to notify the Association's Membership Services Department of every change in his home address or of an address where the notice required by this paragraph can be sent and received by the Pilot, if the Pilot's home address is at any time unacceptable for this purpose.
- D. If, upon the expiration of the fifteen (15) day period, the Pilot remains delinquent, the following procedure will be employed:
 - 1. The Association will give written notification to the Vice President of Flight Operations of the Pilot's Airline and the Company Personnel Department, with a copy to the Pilot, that the Pilot has failed to remit payment within the grace period allowed and is therefore to be discharged.
 - 2. Within five (5) days of receipt of such notification, the Vice President of Flight Operations of the Pilot's Airline will give the Pilot written notification of the immediate termination of his employment as a Pilot. This notification will be provided by Certified Mail, Return Receipt Requested, and first-class mail; the Company may also deliver the notification by hand delivery. The termination will become effective ten (10) days after the postmark date of mailing of the notification. If the Pilot submits an appeal under paragraph G., below, his

termination will be held in abeyance pending the exhaustion of that appeal process.

- E. A Pilot discharged by the Company under the provisions of this Section will be deemed to have been “discharged for cause” within the meaning of the terms and provisions of this Agreement.
- F. The Association agrees that it will indemnify and hold the Company harmless against all forms of liability that will arise out of or by reasons of action taken by the carrier, which action was requested by the Association under the provisions of this Section, or arising out of the Company’s compliance with this Section.
- G. A Pilot who receives notification of termination in accordance with the provisions of this section will be subject to the following procedure, which will be exclusive of the provisions of Sections 19, 20, and 21.
 - 1. A Pilot who believes that the provisions of Section 29 have not been properly interpreted or applied, as they pertain to him, may submit a written appeal to the Vice President of Flight Operations of his Airline, or his designee (copy to the Vice President-Finance/Treasurer of the Association) within ten days after the postmark date of mailing of notification from the Company of his termination of employment as a Pilot.
 - 2. The Vice President of Flight Operations, or his designee, will review the appeal and render a decision in writing with respect thereto not later than five (5) days following the receipt of the appeal.
 - 3. The Vice President of Flight Operations, or his designee, will provide the Pilot with a written decision, with a copy to the Association’s Vice President-Finance/Treasurer and Director-Legal Department. Said decision will be final and binding on all interested parties unless appealed as hereinafter provided.
 - 4. If the decision is not satisfactory to either the Pilot or the Association’s Vice President-Finance/Treasurer, either may appeal the decision by filing a notice of appeal. Such notice will be sent to the Company, to the other party and to the National Mediation Board within ten (10) days of the receipt of the decision and must contain a request for the National Mediation Board to provide a list of five (5) neutral referees.
 - 5. A neutral referee may be agreed upon by the Pilot and the Association’s Director-Legal Department within ten (10) days after receipt of the list of neutral referees. If the parties cannot agree on a neutral referee, a referee will be chosen from the panel supplied by the National Mediation Board. The alternate strike method will be used to select a neutral referee with the Pilot initiating the first rejection. Such final selection of a neutral referee will be accomplished within ten (10) days after receipt of the list of neutral referees. If the parties have not reached agreement by the alternate strike method within the aforementioned ten (10) day period, the first name listed on the five (5) name panel provided by the National Mediation Board will be designated the neutral referee.

6. The decision of the neutral referee will be requested within thirty (30) days after the hearing of the appeal unless otherwise agreed by the Pilot and the Association's Director-Legal Department and will be final and binding on all parties to the dispute. The fees, charges, and other reasonable expenses of such neutral referee will be paid equally by the Pilot and the Association.

H. Earnings Reporting

1. During the life of this Agreement, the Company will provide to the Association a statement setting forth each Pilot's annual income subject to Association dues, such statement to be provided to the Association within forty-five (45) days of the end of the calendar year and will include the following information.
 - a. Name;
 - b. Address;
 - c. Employee Number;
 - d. Gross Income;
 - e. Uniform Allowance;
 - f. 401(k) Plan contributions – Company;
 - g. 401(k) Plan contributions – Individual;
 - h. Roth 401(k) Plan contributions – Company;
 - i. Roth 401(k) Plan contributions – Individual;
 - j. Taxable/Non-Taxable Per Diem; and
 - k. Excess Life Insurance Premium.
2. During the life of this Agreement, the Company will provide to the MEC Chairman or his designee, not later than the 23rd day of each month, a statement setting forth each Pilot's full name, address of record with the Company, telephone number of record with the Company, Pilot's social security number, date of hire, employee number, Position, whether on active duty or leave of absence, and termination dates.

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Section 30

Check Off Programs

A. Membership Dues and Assessments

The Company agrees to deduct from the pay of each Pilot covered by this Agreement, and remit to the Association promptly upon such deduction, membership dues, assessments by the Association, assessments by the MEC, and service charges uniformly levied, in accordance with the Constitution and By-Laws of the Association, all as prescribed by the Railway Labor Act, as amended, provided such Pilot voluntarily executes authorization on a form to be supplied by the Association.

B. Insurance

The Company agrees to deduct from the pay of each Pilot covered by this Agreement, and remit to the Association promptly upon such deduction insurance premiums as specified by the Association provided such Pilot voluntarily executes authorization on a form to be supplied by the Association. The amount of such monthly deductions shall be specified in such forms and in conformance with the provisions of the applicable insurance master contracts.

C. PAC

The Company will deduct monthly and transmit to the Treasurer of the Air Line Pilots Association Political Action Committee (ALPA-PAC) voluntary contributions to ALPA-PAC from the earnings of those Pilots who voluntarily authorize such contributions on forms provided by ALPA-PAC for that purpose. The amount of such monthly check off deductions and the transmittal of such voluntary contributions shall be as specified in such forms. All ALPA-PAC check off authorization forms (current or revised) shall be in conformance with any applicable state or federal statute. ALPA shall notify the Company of changes to the ALPA-PAC check off authorization form.

D. PAF

The Company will deduct monthly and transmit to the MEC Secretary-Treasurer voluntary contributions to the MEC's Pilot Assistance Fund (PAF) from the earnings of those Pilots who voluntarily authorize such contributions on forms provided by the PAF for that purpose. The amount of such monthly check off deductions and the transmittal of such voluntary contributions shall be as specified in such forms. All PAF check off authorization forms (current or revised) shall be in conformance with any applicable state or federal statute. ALPA shall notify the Company of changes to the PAF check off authorization form.

E. The Check-off forms as described in paragraphs A. through D., above, when duly executed will be delivered to the Chief Pilot, or his designee. Deductions authorized by check-off forms will begin on the first day of the pay period following receipt of such check-off form. Along with the remission of dues, on a monthly basis, the Company agrees to furnish information necessary to permit the Association to maintain a proper record of such payments.

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Section 31 Duration

This Agreement shall become effective February 18, 2011, and continue in full force and effect until February 18, 2016 and shall renew itself without change until each succeeding February 18 thereafter, unless written notice of intended change is served in accordance with Section 6, Title I of the Railway Labor Act, as amended, by either party hereto at least ninety (90) but not more than one hundred eighty (180) days prior to February 18, 2016 or any February 18 thereafter.

In the event that the parties have not been able to reach a tentative agreement at least thirty (30) days prior to the amendable date, the parties will engage a private mediator for the purpose of conducting expedited negotiations in the thirty (30) day period preceding the amendable date. The parties agree to negotiate at least five (5) days per week during the private mediation phase. If the parties have not reached a tentative agreement in private mediation, the parties shall make a joint application for mediation to the National Mediation Board, no later than February 18, 2016.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on this 18th day of February, 2011.

FOR PINNACLE AIRLINES, INC.

FOR THE AIR LINE PILOTS
ASSOCIATION, INTERNATIONAL

Robert K. Muhs Jr.
SVP Operations, Pinnacle Airlines, Inc.

Capt. Donald L. Moak
President

FOR MESABA AVIATION, INC.

John G. Spanjers
SVP Operations, Mesaba Aviation, Inc.

Captain Scott D. Erickson, Chairman
Master Executive Council (PCL)

FOR COLGAN AIR, INC.

George A. Casey
SVP Operations, Colgan Air, Inc.

Captain Mark Nagel, Chairman
Master Executive Council (MSA)

Captain Mark A. Segaloff, Chairman
Master Executive Council (CJC)

Captain Paul D. Hallin, Chairman
PCL MEC Negotiating Committee

Captain Kristofer M. Pierson, Chairman
MSA MEC Negotiating Committee

Captain Barry J. Nomann, Chairman
CJC MEC Negotiating Committee

Appendix A: Integrated Seniority List

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Appendix B: Planned Activities Table

Activity/Absence	Day of Work	Prorate Days Off	Prorate Line Range†	Daily Schedule Credit*
Association Leave	Yes	No	No	5.0
ASAP Meeting	Yes	No	No	5.0
Family Leave	No	Yes	Yes	NA
FOQA Meeting	Yes	No	No	5.0
Jury Duty	No	Yes	Yes	NA
Long Term Training	Yes	No	No	NA
Maternity Leave	No	Yes	Yes	NA
Medical Leave	No	Yes	Yes	NA
Military Leave	No	Yes	Yes	NA
Moving Days	No	Yes	Yes	NA
Office Duty	Yes	No	No	4.0
PTI Assignment	Yes	No	No	4.0
Personal Leave	No	Yes	Yes	NA
Personal Vacation Days	No	Yes	No	4.9
PTRB Meeting	Yes	No	No	5.0
Sick Leave	No	No	No	NA
Short Term Training (including PC/PT/RFT)	Yes	No	No	5.0
Suspension/Removed From Service	No	Yes	Yes	NA
Termination	No	Yes	Yes	NA
Travel Day	Yes	No	No	4.0
Vacation	No	Yes	No	3.5
Other Planned Activities Leaves of Absence	No	Yes	Yes	NA
* Daily Schedule Credit listed is used for schedule construction purposes and does not necessarily reflect actual Pay Credit				
†Line ranges that are prorated include default credit range, maximum line range, and block hour limits				

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Appendix C: PBS Bid Options Table

Bid Option	Scope	Desire/Avoid	Reserve Down To	Max NN
Carryout Days	REG	Desire/Avoid	Yes	No
Carryout Hours	REG	Desire/Avoid	Yes	No
CDO to Overnight in Station	REG/CDO	Desire/Avoid	Yes	No
Check-In On Date(s)	REG	Desire/Avoid	Yes	No
Check-In On Day(s)	REG	Desire/Avoid	Yes	No
Check-In Time	REG	Desire/Avoid	Yes	No
Check-Out On Date(s)	REG	Desire/Avoid	Yes	No
Check-Out On Day(s)	REG	Desire/Avoid	Yes	No
Check-Out Time	REG	Desire/Avoid	Yes	No
Consecutive Days Off	REG/RSV	Avoid	No	No
Consecutive Working Days	REG/RSV	Avoid	No	No
Credit	REG	Desire/Avoid	No	No
Day Of Week Off	REG/RSV	Desire	No	No
Days Off	REG	Desire	No	No
Days Worked	REG	Avoid	No	No
Deadhead Flights	REG	Desire/Avoid	Yes	No
Double Duty Pairings	REG	Desire/Avoid	No	No
Duty Period Duration	REG	Desire/Avoid	Yes	No
Fly With	REG	Desire/Avoid	Yes	No
Home Base Rest	REG	Avoid	No	No
Layover Arrival Time	REG	Desire/Avoid	No	No
Layover Check-In Time	REG	Desire/Avoid	Yes	No
Layover Check-Out Time	REG	Avoid	Yes	No
Leg Duration	REG	Desire/Avoid	Yes	No
Legs Per Duty Period	REG	Desire/Avoid	Yes	No
Line Credit Value	REG	Desire	No	No
Load Schedule	REG/RSV	Desire	No	No
Maximize Hours Per Day	REG	Desire	No	No
Pairing Class	REG	Desire/Avoid	No	Yes
Pairing Class On Date(s)	REG	Desire/Avoid	No	Yes
Pairing Class On Day(s)	REG	Desire/Avoid	No	Yes
Pairing Length In Days	REG	Desire/Avoid	Yes	Yes
Pairing Length In Days, On Date(s)	REG	Desire/Avoid	Yes	Yes
Pairing Length In Days, On Day(s) Of The Week	REG	Desire/Avoid	Yes	Yes
Pairing Length In Duration	REG	Desire/Avoid	Yes	Yes
Pairings	REG	Desire/Avoid	No	No
Partial Date Off	REG	Avoid	Yes	No
Partial Day Of Week Off	REG	Avoid	Yes	No
Period Of Dates Off	REG/RSV	Desire	No	No
Period Of Days Off	REG/RSV	Desire	No	No
Period Of Partial Dates Off	REG	Avoid	Yes	No
Period Of Partial Days Off	REG	Avoid	Yes	No
Ready Reserve	RSV	Desire/Avoid	No	No
Reserve Day Of Week	RSV	Desire	No	No

Bid Option	Scope	Desire/Avoid	Reserve Down To	Max NN
Reserve Line	RSV	Desire	No	No
Specific Date Off	REG/RSV	Desire	No	No
Specific Date Off (CDO Line Mandatory)	CDO	Desire	No	No
Specific Date Off (CDO Line Preference)	CDO	Desire	No	No
Specific Flight	REG	Desire/Avoid	Yes	No
Specific Flight On Date(s)	REG	Desire/Avoid	Yes	No
Specific Flight On Day(s)	REG	Desire/Avoid	Yes	No
Specific Pairing	REG	Desire/Avoid	No	Yes
Specific Pairing Arrival	REG	Avoid	No	No
Specific Pairing Departure	REG	Avoid	No	No
Specific Pairing On Date(s)	REG	Desire/Avoid	Yes	Yes
Specific Pairing On Day(s)	REG	Desire/Avoid	Yes	Yes
Specific Reserve Date	RSV	Desire	No	No
Start At Airport	REG	Desire/Avoid	Yes	No
Station Layover	REG	Desire/Avoid	Yes	Yes
Station Layover Duration	REG	Desire/Avoid	Yes	Yes
Station Layover Duration On Date	REG	Desire/Avoid	Yes	No
Station Layover On Date(s)	REG	Desire/Avoid	Yes	No
Station Layover On Day(s)	REG	Desire/Avoid	Yes	No
Station Turn	REG	Desire/Avoid	Yes	No
Station Turn Time	REG	Desire/Avoid	No	No
Stop At Airport	REG	Desire/Avoid	Yes	No
String Of Dates Off	REG/RSV	Desire	No	No
String Of Days Off	REG/RSV	Desire	No	No
TAFB Time	REG	Desire/Avoid	No	No
Time Away From Base	REG	Desire/Avoid	No	No
Training Event Type Ending Time(s)	REG	Desire/Avoid	No	No
Training Event Type Operating On Date(s)	REG	Desire/Avoid	No	No
Training Event Type Operating on Day of Week	REG	Desire/Avoid	No	No
Training Event Type Operating on Weekends	REG	Desire/Avoid	No	No
Training Event Type Operating Within Times	REG	Desire/Avoid	No	No
Training Event Type Starting On Date(s)	REG	Desire/Avoid	No	No
Training Event Type Starting Time(s)	REG	Desire/Avoid	No	No
Turn Time	REG	Desire/Avoid	No	No
Weekend Work Hours	REG	Desire/Avoid	Yes	No
Weekends Off	REG/RSV	Desire	Yes	No
Work Hours On Partial Date	REG	Desire/Avoid	No	No
Work On Date	REG	Desire/Avoid	Yes	No
Work On Day	REG	Avoid	Yes	No
Work Period Check-in Time	REG	Avoid	No	No
Work Period Check-out Time	REG	Avoid	No	No
Work Periods	REG/RSV	Avoid	No	No

Other Options
Allow PC/RFT Within 7 Days of Vacation
Allow Single Day Off
Enable Maximum Line Range
Allow PC or RFT Within 7 Days Following Vacation
Ready Reserve AM Shift Preference
Ready Reserve PM Shift Preference
Non-CDO Pairing First-Out Preference
Non-CDO Pairing Last-Out Preference
CDO Pairing First-Out Preference
CDO Pairing Last-Out Preference
Volunteer To Perform Ready Reserve
Volunteer To Perform Out Of Domicile Reserve
Desire CDO Line
Desire Reserve Line Over Forced CDO Line
Reserve Line Type (P1, P2, P3, LCR)

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Appendix D: Pro Rate Table

Number of Days Unavailable For Duty	30 Day Month				31 Day Month		
	Prorated Days Off Formula	Prorated Days Off	Prorated Guarantee		Prorated Days Off Formula	Prorated Days Off	Prorated Guarantee
1	0.967	11	72.5		0.968	11	72.58
2	0.933	10	70.0		0.935	10	70.16
3	0.900	10	67.5		0.903	10	67.74
4	0.867	10	65.0		0.871	10	65.32
5	0.833	9	62.5		0.839	9	62.90
6	0.800	9	60.0		0.806	9	60.48
7	0.767	8	57.5		0.774	9	58.06
8	0.733	8	55.0		0.742	8	55.65
9	0.700	8	52.5		0.710	8	53.23
10	0.667	7	50.0		0.677	7	50.81
11	0.633	7	47.5		0.645	7	48.39
12	0.600	7	45.0		0.613	7	45.97
13	0.567	6	42.5		0.581	6	43.55
14	0.533	6	40.0		0.548	6	41.13
15	0.500	6	37.5		0.516	6	38.71
16	0.467	5	35.0		0.484	5	36.29
17	0.433	5	32.5		0.452	5	33.87
18	0.400	4	30.0		0.419	5	31.45
19	0.367	4	27.5		0.387	4	29.03
20	0.333	4	25.0		0.355	4	26.61
21	0.300	3	22.5		0.323	4	24.19
22	0.267	3	20.0		0.290	3	21.77
23	0.233	3	17.5		0.258	3	19.35
24	0.200	2	15.0		0.226	2	16.94
25	0.167	2	12.5		0.194	2	14.52
26	0.133	1	10.0		0.161	2	12.10
27	0.100	1	7.5		0.129	1	9.68
28	0.067	1	5.0		0.097	1	7.26
29	0.033	0	2.5		0.065	1	4.84
30	0.000	0	0.0		0.032	0	2.42
31	X	X	X		0.000	0	0.00

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Appendix E: OAP Health Plan
(available online)

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Appendix F: HRA Plan
(available online)

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Appendix G: Dental Plan
(available online)

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Appendix H: Extended Sick Leave Plan Description

A. The Extended Sick Leave (ESL) Program covers a non-work-related illness or injury lasting more than three (3) days and provides a Pilot with pay continuation benefits. All Pilots are covered by the Company ESL program on the first (1st) of the month following three (3) months of service. The Company pays one hundred percent (100%) of the cost.

B. Benefits

1. Pilots must be on active pay status to be eligible.
2. ESL benefits begin on the fourth (4th) day of the qualifying injury, accident or illness.
3. The ESL benefit will be paid for ninety (90) days from date of eligibility (excluding the three (3) day Elimination Period).
4. Once approved, the ESL plan will pay sixty percent (60%) of a Pilot's weekly salary in accordance with the terms of Section 14.
5. If a Pilot is unable to exercise his Medical Certificate after ninety (90) days, the Pilot will be eligible for company paid Loss of License/Long-Term Disability benefits.
6. A Pilot will begin receiving weekly payments following approval for this benefit, provided the three (3) day elimination period has been met. After the elimination period, if a Pilot is absent for less than one (1) week, the Pilot will receive one-seventh (1/7) of the payment for each day of absence.

C. Definitions

1. Eligibility: A Pilot is eligible when the ESL Vendor determines that:
 - a. The Pilot is limited from performing the material and substantial duties of his regular occupation due to the sickness or injury;
 - b. The Pilot has a twenty percent (20%) or more loss in weekly earnings due the same sickness or injury; and.
 - c. The Pilot is under the regular care of a physician.
2. Recurrent Absence: Absences for the same condition which are separated by less than twelve (12) calendar months will be considered one absence and subject to a maximum of ninety (90) days.

D. Exclusions

The ESL plan does not cover any absence caused by, contributed by, or resulting from a Pilot's:

1. Occupational sickness or injury;
2. Commission of a felony, attempt to commit a crime, or for a crime for which a Pilot has been convicted ;
3. Military Service;
4. Active participation in a riot;
5. Self-inflicted injury;
6. War, declared or undeclared;
7. Loss of a professional license, occupational license or certification. However, loss of FAA medical Certification due to illness or injury is considered an inability to perform a Pilot's regular occupation;
8. Cosmetic surgery, except surgery made necessary by accidental injury incurred while covered under the plan;
9. Commission;
10. Incarceration.

E. Partial Benefits

If a Pilot becomes eligible and can work part-time (but not full-time), the Pilot may be eligible for partial benefits, which will help supplement a Pilot's income until the Pilot is able to return to work full-time.

Appendix I: Parent Agreement

LETTER OF AGREEMENT
Among
PINNACLE AIRLINES CORP.,
and
THE AIR LINE PILOTS
in the service of
PINNACLE AIRLINES, INC.
MESABA AVIATION, INC.
COLGAN AIR, INC.
as represented by the
AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

THIS AGREEMENT ("Parent Agreement") is made and entered into between Pinnacle Airlines Corp. ("Holdings"), and the Air Line Pilots Association (the "Association").

WHEREAS Holdings is the parent holding company of Colgan Air, Inc. ("Colgan"), Mesaba Aviation, Inc. ("Mesaba"), and Pinnacle Airlines, Inc. ("Pinnacle") (each, an "Airline", and together, the "Airlines"), and controls the Airlines, and

WHEREAS the parties wish to protect the ability of Holdings to expand its air carrier operations while protecting the career opportunities of the pilots employed by the Airlines,

NOW THEREFORE, the parties agree that:

- A. Holdings is familiar with Section 1 of the collective bargaining agreement between the Airlines and the Association (the "Agreement") and with the definitions in both Section 1 and Section 2 of the Agreement (which apply to this Parent Agreement). Holdings understands that the terms of Section 1 of the Agreement provide to the pilots of the Airlines essential job security provisions. As a result,
 1. Holdings shall require that the Airlines, and each of them, at all times comply with all provisions of Section 1 of the Agreement.
 2. Holdings shall require that any air carrier described in paragraph B. of this Parent Agreement comply with the provisions of that paragraph.
 3. For so long as Holdings owns or otherwise controls an Airline or Airlines, Holdings shall not enter into or become a party to a transaction by which another entity acquires or will acquire control of Holdings, and shall not permit an Airline to enter into or become a party to a transaction by which another entity acquires or will acquire control of any of the Airlines, unless in each case the entity that acquires or will acquire such control agrees in writing within the agreement providing for such transaction, and as an irrevocable condition of such transaction, to assume and be bound by this Parent Agreement and to comply with the terms of this Parent Agreement and Section 1.D of the Agreement.
 4. Holdings shall not enter into or become a party to a transaction by which another entity acquires aircraft, by sale, lease or other transaction, that were operated by

Pilots on the Pilots' System Seniority List at any time during the twelve (12) months prior to such acquisition unless it does so in accordance with the terms of Section 1.F. of the Agreement, applied to it as if it were an Airline.

- B. Holdings may directly or through a subsidiary acquire one or more existing air carriers ("acquired air carrier") and establish one or more newly-created air carriers ("created air carrier"), and operate each such air carrier under its own separate operating certificate or certificates, if Holdings demonstrates that operation of each such air carrier under such separate operating certificate or certificates is necessary to enable Holdings to acquire and maintain a capacity purchase or fee-for-departure agreement covering the flying under such certificate or certificates. Otherwise, Holdings will cause either an acquired air carrier or created air carrier entity to operate turboprop aircraft, if any, under the Mesaba operating certificate and to operate turbojet aircraft, if any, under the Pinnacle operating certificate, unless the operations of the Airlines are being conducted under one operating certificate, in which case Holdings will cause the entity's turboprop and turbojet aircraft to be operated under that certificate. Whether or not an acquired air carrier or created air carrier is operated under a separate operating certificate, however, Holdings will implement the terms set forth in the remainder of this paragraph B. Further, Holdings will not enter into a or become a party to a transaction by which it or a subsidiary acquires or will acquire control of or creates or will create another air carrier unless each party to the proposed or actual transaction agrees in writing within the agreement providing for such transaction, and as an irrevocable condition of such transaction, to assume and be bound by the terms in this paragraph B.
1. The pilot seniority list and pilot collective bargaining agreement, if any, of an acquired air carrier will be merged with the Pilots' System Seniority List and the Agreement in accordance with Section 1.E. of the Agreement. If the pilots of the acquired air carrier are not covered by a collective bargaining agreement, they will be placed under the Agreement in accordance with Section 1.E.3.
 2. The operations of a created air carrier will be covered from its inception by Section 1 of the Agreement to the same extent as operations of an Airline, without distinction between the created air carrier and the Airline or Airlines with which it operates.
 3. Holdings will require that each air carrier in the transaction promptly take the actions necessary to become a single transportation system with the Airline or Airlines as applicable, as the term "single transportation system" is used by the National Mediation Board.
- C. When Association merger policy or Allegheny-Mohawk LPPs are applied under this Parent Agreement or Section 1 of the Agreement for the purpose of integrating two (2) or more seniority lists, the result will be a single merged list, notwithstanding that any of the pre-integration seniority lists are the product of prior seniority integration procedure(s) with other seniority lists(s).
- D. Any dispute arising out of interpretation or application of this Parent Agreement will be resolved by final and binding arbitration, using the procedures of Section 1.H. of the Agreement.

- E. This Parent Agreement shall become effective on the date of signing and shall run concurrently with the Agreement and any status quo period applicable to the Agreement under the provisions of the Railway Labor Act.

This Letter of Agreement will become effective on February 18, 2011, and shall run concurrently with the principal employment agreement effective February 18, 2011, and shall be concurrently subject to the provisions pertaining to duration and amendment contained in Section 31 thereof.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on this 18th day of February, 2011.

FOR PINNACLE AIRLINES CORP.

FOR THE AIR LINE PILOTS
ASSOCIATION, INTERNATIONAL

Philip H. Trenary
President & CEO, Pinnacle Airlines Corp.

Capt. Donald L. Moak
President

Douglas W. Shockey
COO, Pinnacle Airlines Corp.

Captain Scott D. Erickson, Chairman
Master Executive Council (PCL)

Peter D. Hunt
CFO, Pinnacle Airlines Corp.

Captain Mark Nagel, Chairman
Master Executive Council (MSA)

Brian T. Hunt
CCO & General Counsel, Pinnacle Airlines
Corp.

Captain Mark A. Segaloff, Chairman
Master Executive Council (CJC)

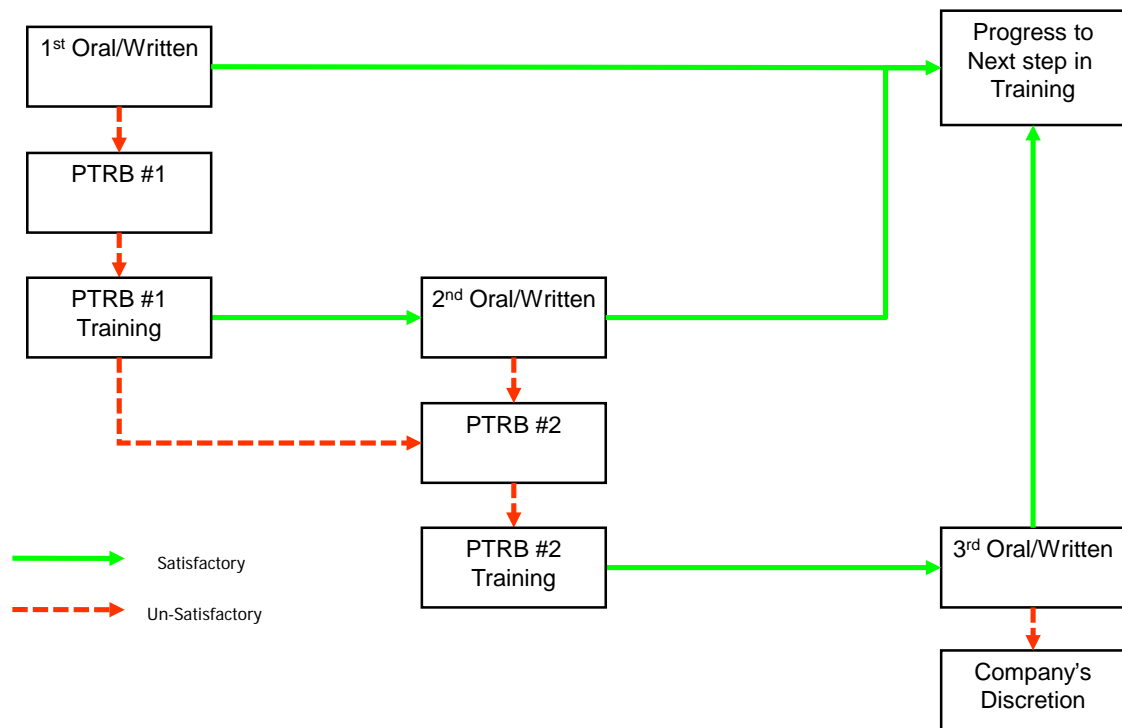
Captain Paul D. Hallin, Chairman
PCL MEC Negotiating Committee

Captain Kristofer M. Pierson, Chairman
MSA MEC Negotiating Committee

Captain Barry J. Nomann, Chairman
CJC MEC Negotiating Committee

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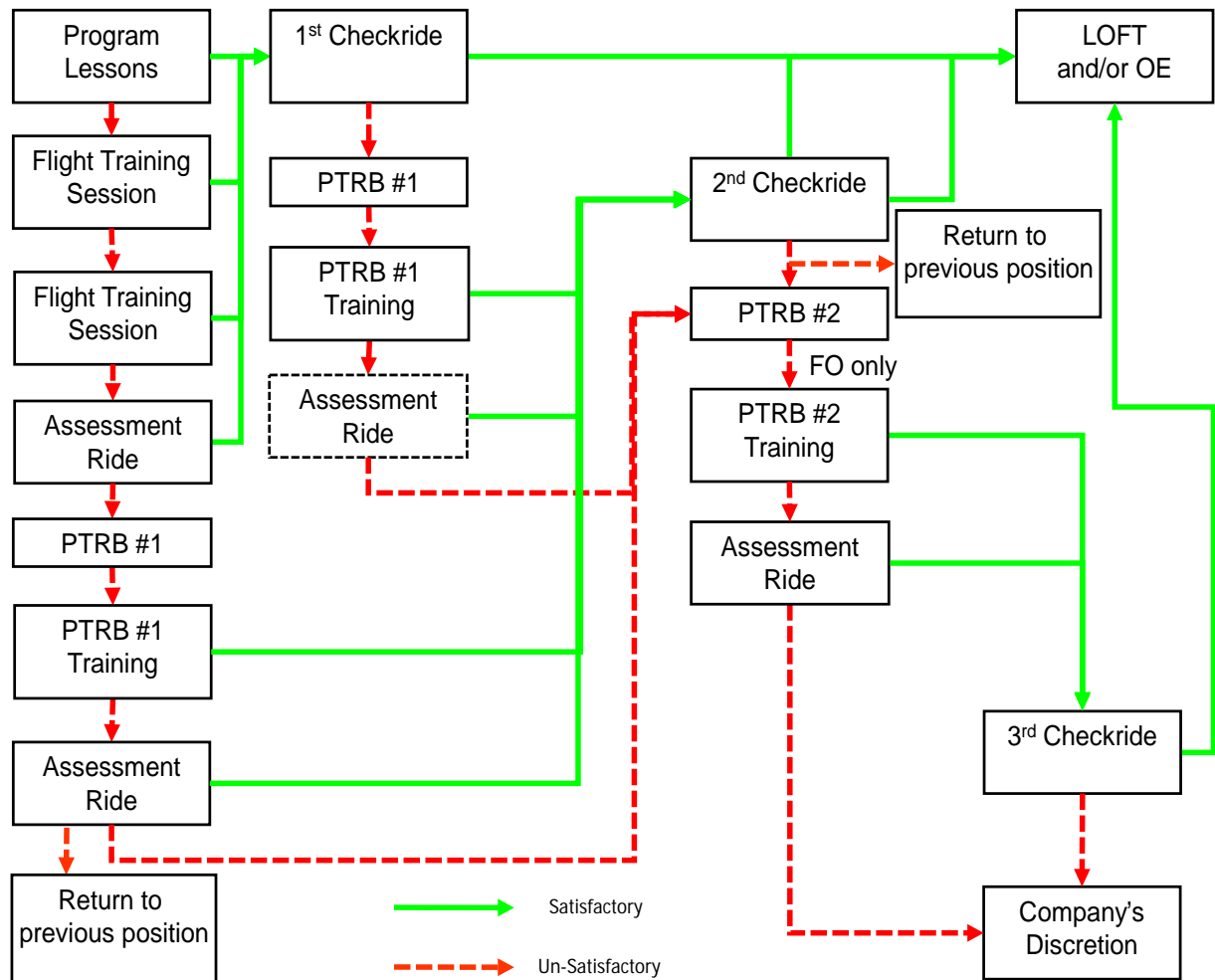
Appendix J: Training Progression Charts



Oral, Written and PV Progression
Long and Short Term



Long Term Training Progression



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LETTER OF AGREEMENT No. 1
Among
PINNACLE AIRLINES, INC.
MESABA AVIATION, INC.
COLGAN AIR, INC.
and
THE AIR LINE PILOTS
in the service of
PINNACLE AIRLINES, INC.
MESABA AVIATION, INC.
COLGAN AIR, INC.
as represented by the
AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

THIS LETTER OF AGREEMENT is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, by and between PINNACLE AIRLINES, INC., MESABA AVIATION, INC., and COLGAN AIR, INC. (hereinafter referred to as the "Company") and the AIR LINE PILOTS in the service of PINNACLE AIRLINES, INC., MESABA AVIATION, INC., and COLGAN AIR, INC., as represented by the AIR LINE PILOTS ASSOCIATION (hereinafter referred to as the "Association").

WHEREAS, the Company and the Association have reached a tentative agreement upon a new Joint Collective Bargaining Agreement (hereinafter referred to as "the JCBA"), and

WHEREAS, the parties wish to provide for the orderly implementation of the JCBA,

THEREFORE, IT IS HEREBY AGREED THAT:

- A. Pending complete implementation of all of the provisions of the JCBA as set forth in the schedule below, the status quo condition provided for in Section 6 of the Railway Labor Act, as amended, shall remain in effect with respect to the remaining comparable provisions of the prior Agreements, or with respect to Colgan, the parties hereby agree that the existing terms and conditions shall remain in effect. During the time that only a portion of a provision is implemented, the prior Agreements, or the terms and conditions in effect at Colgan shall remain in effect until the remainder is implemented.
- B. All provisions of the JCBA, together with all supplemental agreements, side letters, and the like, shall become effective on February 18, 2011, except as specifically provided in Letter of Agreement 2 or as outlined below:

1.B.4-5.	Instructors	CJC – not later than August 18, 2011; MSA / PCL – February 18, 2011
2.P.	Definition of CDO	PCL - April 2011 Bid Period MSA / CJC – March 2012 Bid Period
3.B.	SATs (Leg Values)	IAW LOA 2
3.G.	Reserve Pay	March 2011 Bid Period
3.H.	Minimum Day Pay	Paid retroactively to March 2, 2011, but no later than September 1, 2011

Letter of Agreement 1 - Implementation

3.M.	Premium Pay	March 2011 Bid Period
3.O.2-3.	Training Pay	March 2011 Bid Period
3.P.	Vacation Pay	March 2, 2011
3.Q.	Payroll Schedule	IAW LOA 2
3.R.	Military Leave	April 2011 Bid Period
3.S.	Company Paid Association Leave	Bid Period following establishment of single MEC
3.T.	Value of Planned Activities	<p>Not later than September 1, 2011. Beginning April 1, 2011 and for the total period not implemented, a pilot will be treated as follows:</p> <p>For each 3.5 hours of difference between pay and schedule credit in the period which a new schedule credit is not used, the pilot receives a PVD to be used after September 1 2011 or in 2012. If a pilot accrues 4 or more PVDs during this implementation period he shall be given an extra vacation slot for bid in 2012. A pilot may convert 5 PVDs into a full vacation week for use in 2012. Any remaining credit less than 3.5 hours shall be paid out.</p>
5.D.1.	Per Diem	March 2011 Bid Period
6.	Moving Expenses	IAW LOA 2
7.A.1-4	Vacation Accruals	Retroactive to January 1, 2011 (published by May 2011)
7.A.5-7	Attachable Days and Partial Vacation Weeks	April 2011 Bid Period IAW LOA 2
7.D.1	Vacation Year	Applicable to 2012 Vacation Year
7.D.2.a-b	Vacation Allocation	Applicable to 2012 Vacation Year
7.D.2.c-d	Vacations & Staffing Changes	April 2011 Bid Period
7.D.3.	Annual Vacation Bid	Applicable to 2012 Vacation Year
7.D.4-5	Monthly Vacation Bid / PVDs	Early Bid in March for April 2011 Bid Period
7.E.	Vacation Shifting	<p>Not later than September 1, 2011</p> <p>PCL – April 2011 Bid Period</p> <p>CJC – Handled IAW LOA 2</p> <p>MSA - Through June 1, one attachable day will not count towards prorated Days Off. June 1 – Sept 1, both attachable days will not count towards prorated Days Off.</p>
8.A.	Deadhead Pay	<p>Pay Credit - March 2011 Bid Period</p> <p>Schedule Credit - April 2011 Bid Period</p>
8.C. Except 4.	Deadhead Assignments	April 2011 Bid Period

8.C.4.	Legal Connection Times	IAW LOA 2
10.	Management / Supervisory Flying	March 2011 Bid Period
11.A.1.	Training Scheduling – General	April 1, 2011
11.A.2.	Training Scheduling – Short Term	Early Bid in April for May 2011 Bid Period.
11.A.3.	Training Scheduling – Long Term	April 1, 2011
11.B.	Training Progression	March 1, 2011
11.C	Freeze following Training Failure	March 1, 2011
11.D.	Training due to Displacement	March 1, 2011
11.E.	Scheduling of Checking and Retraining	March 1, 2011
11.L.2-3.	Instructor / Check Airman Limits	PCL / CJC - August 18, 2011 MSA remains status quo
11.M.	Training Rest and Duty Limits	April 1, 2011
12.A.2-4.	Pilot Contacts	April 1, 2011
12.B.	Report On/Off	April 2011 Bid Period
12.D.	General Limitations	March 2011 Bid Period
12.E.	Minimum Days Off	September 2011 Bid Period IAW LOA 2
12.F.	Rest	April 2011 Bid Period
12.G.	Landing Limit	April 2011 Bid Period
12.H.	On-Duty Limitations	April 2011 Bid Period
12.J. Except 5.	CDOs	April 2011 Bid Period
12.J.5.	Days Off between CDOs	IAW LOA 2
12.K.	Times Used to Construct Schedules	April 2011 Bid Period
13.F. except 7.d.	Association Leave	Bid Period following establishment of single MEC
13.F.7.d.	FPL Reimbursement	IAW LOA 2
13.I.	Time Off Without Pay	April 2011 Bid Period
14.A & B.3.	Sick Leave	April 2011 Bid Period
15.B.	Delivery of Certificates	March 1, 2011
18.H.	Uniform Allowance	IAW LOA 2
22.C.	Seniority List	Effective upon implementation of an Integrated Seniority List
24.B. and C.	Vacancy Notices and Bidding System	Effective upon implementation of an Integrated Seniority List
24.D.1. through D.11. and E.3, except D.2.c.	Awards	Effective upon implementation of an Integrated Seniority List
24.F.	TDY	April 2011 Bid Period
24.J.	Domicile Transfers	Applies to any Vacancies awarded pursuant to a Notice posted after February 18, 2011
25.C.1-2.	Scheduling Committees	Bid Period following establishment of single MEC
25.D.16.c	Pay Report	Not later than December 31, 2011
25.E.1	Trip Construction	April 2011 Bid Period CJC - IAW LOA 7
25.E.2.a.i.	Open Time Prior to Bidding	April 2011 Bid Period

Letter of Agreement 1 - Implementation

		CJC - IAW LOA 7
25.E.2.a.ii.a-g	Open Time at Completion of Line Construction	April 2011 Bid Period CJC – IAW LOA 7
25.E.2.b. and c.	Single Day Off / Single Day of Duty	Upon implementation of new PBS software but not later than September 1, 2011
25.E.2.h.	Line Range	MSA - Status Quo PCL - Status Quo until MLR option programmed but must be programmed no later than September 1, 2011 CJC – IAW LOA 7
25.E.2.j.	CDO Lines	No later than September 1, 2011 PCL / MSA - Status Quo until programming complete CJC – IAW LOA 7
25.E.2.k.	Reserve Lines	April 2011 Bid Period PCL - Manual bid for P1,2,3 and LCR until programming complete CJC – Manual bid for P1,2,3 and LCR and IAW LOA 7
25.F.1	Bid Packages	Early Bid in March for April 2011 Bid Period
25.F.2.a.	Bidding Process	Early Bid in March for April 2011 Bid Period CJC – IAW LOA 7
25.F.2.b.	Bid Eligibility	April 2011 Bid Period CJC – IAW LOA 7
25.F.2.c.i-v	PBS Bidding	April 2011 Bid Period CJC – IAW LOA 7
25.F.2.c.vi	Use of Bids	April 2011 Bid Period CJC – IAW LOA 7
25.F.2.d.	PBS Awards	April 2011 Bid Period CJC – IAW LOA 7
25.F.3.	Mis-Awards	April 2011 Bid Period CJC – IAW LOA 7
25.G. Except 4.b. and c.	Open Time	April 2011 Bid Period
25.G.4.b.	Line Improvement Period	June 2011 Bid Period CJC – IAW LOA 7
25.G.4.c.	Trip Trade Response	June 2011 Bid Period
25.H.1-5	Rescheduling and Recovery	April 2011 Bid Period
25.I. Except 1.f and 6.	Extensions and Junior Assignments	April 1, 2011
25.I.1.f.	Extension Pay at 1 Hour Mark	March 2011 Bid Period
25.I.5.e.	Junior Assignment Annual Limit	Max 6 Junior Assigned Duty Periods for remainder of 2011
25.I.6.	Junior Assignment Pay	March 2011 Bid Period
25.J.	Reserves	April 2011 Bid Period
25.K.1.	Notification of Schedule Changes	April 2011 Bid Period

25.L.2	Flying Out of Status	April 2011 Bid Period
25.L.4	Crew meals	April 2011 Bid Period
25.L.5.	Consolidation of Knowledge Scheduling	April 2011 Bid Period CJC – IAW LOA 7
25.L.6	Compensatory Days Off	March 2011 Bid Period
26.E.3.	CASS	IAW LOA 2
27.A.	Medical Insurance	April 1, 2011
27.B.	Vision	April 1, 2011
27.E.	Extended Sick Leave	April 1, 2011
27.F	Loss of License	April 1, 2011
27.G.	Long Term Disability	April 1, 2011
27.H	Life Insurance	April 1, 2011
28.	Retirement	April 1, 2011 Except that the Company shall pay each pilot eligible for a matching contribution on March 1, 2011 the after-tax equivalent of the difference between the match paid and the match due under the JCBA. The Company will pay any pilot who is enrolled on or before April 1, 2011 Payments will be made by May 15, 2011. Mesaba pilots' 401(k) accounts will be transferred to Fidelity by June 1, 2011.

This Letter of Agreement will become effective on February 18, 2011, and shall run concurrently with the principal employment agreement effective February 18, 2011, and shall be concurrently subject to the provisions pertaining to duration and amendment contained in Section 31 thereof.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on this 18th day of February, 2011.

FOR PINNACLE AIRLINES, INC.

FOR THE AIR LINE PILOTS
ASSOCIATION, INTERNATIONAL

Robert K. Muhs Jr.
SVP Operations, Pinnacle Airlines, Inc.

Capt. Donald L. Moak
President

FOR MESABA AVIATION, INC.

John G. Spanjers
SVP Operations, Mesaba Aviation, Inc.

Captain Scott D. Erickson, Chairman
Master Executive Council (PCL)

Letter of Agreement 1 - Implementation

FOR COLGAN AIR, INC.

George A. Casey
SVP Operations, Colgan Air, Inc.

Captain Mark Nagel, Chairman
Master Executive Council (MSA)

Captain Mark A. Segaloff, Chairman
Master Executive Council (CJC)

Captain Paul D. Hallin, Chairman
PCL MEC Negotiating Committee

Captain Kristofer M. Pierson, Chairman
MSA MEC Negotiating Committee

Captain Barry J. Nomann, Chairman
CJC MEC Negotiating Committee

LETTER OF AGREEMENT No. 2

Among

PINNACLE AIRLINES, INC.

MESABA AVIATION, INC.

COLGAN AIR, INC.

and

THE AIR LINE PILOTS

in the service of

PINNACLE AIRLINES, INC.

MESABA AVIATION, INC.

COLGAN AIR, INC.

as represented by the

AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

THIS LETTER OF AGREEMENT is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, by and between PINNACLE AIRLINES, INC., MESABA AVIATION, INC., and COLGAN AIR, INC. (hereinafter referred to as the "Company") and the AIR LINE PILOTS in the service of PINNACLE AIRLINES, INC., MESABA AVIATION, INC., and COLGAN AIR, INC., as represented by the AIR LINE PILOTS ASSOCIATION (hereinafter referred to as the "Association").

WHEREAS, the Company and the Association have reached a tentative agreement upon a new contract (hereinafter referred to as the Joint Collective Bargaining Agreement (or "JCBA"), and

WHEREAS, the parties wish to facilitate the orderly transition of the Pinnacle, Mesaba and Colgan pilots from the respective working agreements, including Letters of Agreement and Memoranda of Understanding, for Pinnacle and Mesaba pilots, respectively, and Letters of Agreement, Memoranda of Understanding and the terms and conditions of employment currently in place at Colgan (each collectively referred to as the "prior CBA" for the respective carrier) to the JCBA governing all Pinnacle, Colgan and Mesaba pilots.

THEREFORE, IT IS HEREBY AGREED THAT:

A. Preliminary Agreements

1. The terms of the Joint Collective Bargaining Agreement shall be implemented in accordance with the Letter of Agreement No. 1 between the Company and the Association.
2. The parties agree to form a Transition Committee, consisting of members of the respective negotiating committees, to meet and make a good faith effort to address any transitional issues that arise following the implementation of the JCBA. The committee shall meet on a weekly basis, on a day determined by the parties. If additional transitional issues come to the attention of any of the parties to this agreement, the parties will promptly meet and make a good faith effort to resolve the issues raised.

Letter of Agreement 2 - Transition

B. No Furlough

Mesaba shall not furlough a Pilot between February 18, 2011 and the date on which the Integrated Seniority List (ISL) is implemented.

C. Compensation

1. Scheduled Average Times (SATs) in effect at Mesaba and Leg Values in effect at Pinnacle at the time of signing of the JCBA shall remain in effect through the June 2011 Bid Period, except that Pinnacle Pilots shall be retroactively compensated for any Pay Credit due to the removal of the fifteen (15) minute adjustment (1999 CBA Section 3.A.4). The retroactive compensation will be paid as soon as the Company reprograms the necessary payroll systems, but not later than September 1, 2011. The marketing times in effect at Colgan shall remain in effect through the June 2011 Bid Period.
 - a. The parties shall meet at a mutually agreeable time during the month of May 2011 to establish new SATs for all city pairs and equipment in accordance with the procedures set forth in Section 3.B. of the JCBA. The new SATs shall be effective beginning with the July 2011 bid period.
 - b. The SAT for city pairs for which no SAT has been established in the equipment flying the city pair shall be the marketing block time for the city pair and equipment. In the event multiple marketing block times exist for a city pair on a particular piece of equipment, the average of the marketing block times shall be the SAT for the purpose of the JCBA.
 - c. Beginning no later than April 1, 2011, Colgan shall track actual block times for all flights in accordance with Section 3.B. of the JCBA.

2. Profit Sharing

Mesaba Pilots shall continue to participate in the Profit Sharing plan described in Mesaba Letter of Agreement 23, Section XV, in accordance with the terms of that Letter of Agreement. Pilots will cease participation in the Profit Sharing Plan on January 1, 2012, but will be eligible for pay out in July 2012 based on nine (9) months of accrual.

3. Payroll Schedule

- a. The payroll systems for Mesaba and Colgan shall be synchronized with the Pinnacle payroll system and no Pilot shall lose pay as a result thereof, nor will a Pilot's pay be delayed.
- b. Until such time as Mesaba converts to a twice monthly payroll system, the pay portion of the pro-rate table in Appendix D will not apply to Mesaba.

4. Administration of Cancellation Pay

The parties agree to meet to establish procedures for the proper calculation and tracking of Section 3.N. (Cancellation Pay).

D. Moving Expenses

Pinnacle and Mesaba pilots who were awarded a new Position and who were eligible for moving benefits under the terms of the prior CBA at the time of the award and who have not yet taken moving expenses shall be eligible for moving expenses in accordance with the terms of the prior CBA, except that Pinnacle pilots who are awarded a vacancy or who are displaced shall receive moving benefits, including continuous per diem and hotel buy-out, under the terms of the prior CBA until the first Notice and Award following the implementation of the Integrated Seniority List. Mesaba and Colgan pilots shall be eligible for moving expenses in accordance with the terms of the JCBA for any move associated with a Notice posted after February 18, 2011.

E. Vacations

1. Annual vacation awards to pilots made in accordance with the prior CBA for vacation periods occurring in 2011 shall remain in effect. All other provisions of Section 7 of the JCBA shall apply in accordance with Letter of Agreement No. 1, except that Mesaba pilots will also have the option of attaching two (2) Day(s) off to one (1) side of a vacation period for vacation periods that fall between April 1, 2011 and December 31, 2011.
2. Paragraphs a. and b., below, shall apply to pilots employed by Colgan Air as of February 18, 2011.
 - a. Handling of 2011 Awards
 - i. Until such time that PBS is the exclusive bidding system for determining Pilot schedules at Colgan, for vacation periods beginning after April 1, 2011, Pilots who are unable to shift their vacation periods in accordance with Section 7.E of the JCBA shall be entitled to one additional vacation day for each vacation period affected through August 2011. After August 2011, an affected pilot will receive two additional vacation days for each vacation period affected. Vacation days awarded pursuant to this paragraph may be added to a Pilot's vacation bank to be used after September 1, 2011 or carried over to 2012, at the Pilot's option.
 - ii. Prior to June 1, 2011, the Company and the Association shall meet to determine each pilot's current vacation balance and award.
 - b. Vesting for 2012
 - i. Pilots who have been awarded 2011 vacation slots based on earned vacation that vests in 2011 shall be allowed to keep their previously awarded, but newly vested, vacation periods or drop them back into open vacation time.
 - ii. A pilot's accrued vacation for use in 2012 shall be the sum of the earned and accrued, but unused, vacation periods resulting from the 2011 vesting and the additional vacation accrued between the 2011 vesting date and December 31, 2011.

Example: A pilot has a July 1 anniversary date and will have accrued three weeks of vacation that vest on that date. He was awarded three vacation periods in 2011 (the awarded vacation periods begin on April 1, May 1 and September 1), the first two of which were carried over into 2011 from his July 1, 2010 annual vesting.

The pilot shall continue to hold the April 1 and May 1 vacation periods because they are already vested and awarded. The pilot may continue to hold the previously awarded, newly vested September 1 vacation period or drop it into open vacation under E.2.b.i.

For use in 2012, the pilot's vacation will include the two (or three, if he dropped his September 1 vacation and did not use it) vacation periods carried over from the July 1, 2011 vesting, which will be added to any additional vacation the pilot accrues from his anniversary date of July 1, 2011 to December 31, 2011, in accordance with E.2.b.ii. The total vacation available for use in 2012 will be the sum of the (Unused weeks from July 1, 2011 vesting + accrual from July 1, 2011). For a pilot with seven years of longevity, the sum would be (2 weeks + 1.5 weeks), or (3 weeks + 1.5 weeks) if the pilot did not use the September 1 vacation period.

3. Vacation accruals for 2011 for all pilots shall be in accordance with the provisions of Section 7 of the JCBA, except as noted in paragraph E.2.b.i., above. A pilot who leaves active service with the Company after February 18, 2011 shall have his earned vacation balance paid out in accordance with the JCBA.

F. Deadheading

The Company shall provide the legal connection times for all airports served by the Company no later than March 1, 2011.

G. Management and Supervisory Pilots

1. The Company shall provide a list of all management or supervisory pilots to the Association no later than March 1, 2011.
2. A pilot who is a management or supervisory pilot as of February 18, 2011 and who has not already been awarded a "phantom Position" shall participate in the next Vacancy, Realignment, or Reduction bid on his respective property for the purpose of establishing a "phantom Position" for all purposes under the JCBA. A pilot without a "phantom Position" who leaves a management or supervisory position prior to the

next such bid shall be assigned to any Position which includes at least one pilot junior to him.

H. Training

1. A pilot who is in training on the effective date of the JCBA shall be handled in accordance with the provisions of his prior CBA, except that a Colgan Pilot will be handled in accordance with the terms of the JCBA upon implementation.
2. Beginning with the April Early Bid for the May Bid Period and continuing until such time that an automated system for bidding short term training events, pilots who require short term training shall bid for their training schedule in accordance with Section 11.A.2.b.i.
3. The Company shall publish the short term training award no later than the opening of Monthly Bid. The credit for any training events added to a pilot's schedule as a result of bidding for training shall be added to the Line credit value of the Line the pilot is awarded, prior to any required adjustments to accommodate the training. Adjustments to a Pinnacle pilot's awarded Line to accommodate training events shall be made in accordance with Section 11.A.2.e. of the JCBA. Adjustments to a Colgan pilot's awarded Line to accommodate training events shall be made in accordance with the Mesaba 2004 CBA (pre-PBS).

I. Leaves of Absence

Any pilot currently on leave, other than Association leave, shall continue the leave in accordance with the prior CBA that governed the leave. However, if the duration or the seniority/longevity accruals are more favorable under the new JCBA, then the more favorable provision shall be applied to the pilot.

J. Sick Leave

Any sick leave accruals on February 18, 2011 shall be carried forth in their entirety, except for any sick leave utilized between February 18, 2011 and April 1, 2011.

K. Uniforms

1. Monthly uniform allowances shall begin on March 1, 2011. Mesaba and Colgan Pilots shall be provided an additional, one-time allowance of \$19.58 and \$16.66, respectively, for each full calendar month since their last annual uniform allowance payment. Such payment shall be made no later than May 1, 2011.
2. Any current balance in a Colgan pilot's uniform bank as of February 18, 2011 shall be carried over or paid to the pilot.
3. No pilot shall be required to have more than one style of uniform at a time.

L. Disciplinary and Contractual Grievances

1. Any disciplinary action in process before February 18, 2011, and all challenges to such matters shall be handled in accordance with the requirements of the prior CBA

applicable to the Pilot, including the grievance and System Board provisions of the prior CBA.

2. Any disciplinary grievances filed before February 18, 2011, or which involve discipline issued before February 18, 2011, shall be handled in accordance with the grievance and System Board provisions of the prior CBA.
3. Pilots challenging a disciplinary action issued before February 18, 2011, or alleging a violation of a prior CBA occurring before February 18, 2011, shall be required to file the grievance in accordance with the provisions of the prior CBA applicable to the Pilot and shall be subject to the timelines contained therein.
4. ALPA and the Company shall create a process to resolve, by June 15, 2011, all contract-related grievances which were filed at Pinnacle or Mesaba before February 18, 2011 or which allege a violation of a prior CBA occurring before February 18, 2011.

M. Seniority

All pilots in the employ of the Company as of February 18, 2011 shall be subject to a three hundred sixty-five (365) day probationary period and shall be considered to have completed their probationary period if they have accrued twelve months of active service through any combination of service at Pinnacle, Mesaba or Colgan, with the exception that pilots employed at Colgan as of February 18, 2011 and who have not been employed at Pinnacle or Mesaba shall be subject to a six (6) month probationary period. All pilots hired by the Company after February 18, 2011 shall be subject to a three hundred sixty-five (365) day probationary period.

N. Furlough and Recall

The Company and the Association agree to work together to create a method of recall for the furloughees which protects such pilots seniority and recall rights, but also allows the Company to fill classes with new hires to the extent that those classes are not filled by returning furloughees.

O. Filling of Vacancies

1. A Pilot who holds an award for a Position as of February 18, 2011 shall continue to hold such awarded Position. Any Vacancy, Realignment, or Reduction Notice that closes prior to the announcement of the ISL will be awarded in accordance with the prior CBA as applied to the individual Airline. If the ISL is announced prior to the close of a notice, then that award will be in accordance with the JCBA as applied to all Airlines, collectively, and Pilots will be given at least ten (10) days to bid on any such notice utilizing the form described in paragraph O.4., below.
2. The duration of any equipment freezes in effect as of February 18, 2011, will be the lesser of the duration of the freeze under the prior CBA or the JCBA.
3. A Pilot who is eligible for bypass pay in accordance with his prior CBA as of February 18, 2011 shall continue to receive bypass pay in accordance with his prior CBA.

4. The Company shall modify the electronic standing preference bid form to include all Positions currently in existence at the Company no later than May 1, 2011.

P. Scheduling

1. Colgan Transition to PBS

a. Training

- i. Each pilot shall be required to complete a PBS training session of no more than four (4) hours. A pilot will receive two (2) hours of pay for the training. Training will be conducted in locations designated by the PBS Committee.
- ii. The ALPA members of the PBS Committee and Line pilots designated by the PBS Committee shall serve as instructors for PBS training. The Company shall bear the costs of any Flight Pay Loss necessary for the instructors used to conduct the training.
- iii. The Company shall begin to offer PBS training classes at least sixty (60) days in advance of PBS parallel bidding. The PBS Committee shall publish and distribute a training schedule. Such schedule will provide enough variation that pilots can conveniently participate before or after a flying assignment. Pilots will be entitled to sign up for a class, and slots will be awarded by seniority. If class slots are available on the day of training, pilots may attend on a first come, first served basis.
- iv. The Company shall provide pilots with PBS training materials including a course manual, and a developmental survey form. A pilot shall be deemed to have successfully completed PBS training upon finishing coursework and submission of a standing bid.

b. System Testing and Pilot Familiarization Period

System testing and pilot familiarization shall be accomplished through the use of a minimum of two successive traditional Bid Period Line awards compared to PBS generated lines ("parallel bidding"). In each of these bid periods, pilots shall have the opportunity to utilize the PBS system twice for the same bid period.

c. PBS Bidding and Award

Instruction materials shall be provided to all pilots during PBS training, and access to the PBS system shall be through the Company website. The Company shall provide a reasonable number of operable PBS terminals at all pilot domiciles.

- d. Colgan and ALPA will agree to Scheduling rules that will be applied to the Colgan operation prior to the implementation of PBS at Colgan. The parties will use the Mesaba 2004 CBA, Section 25, parts A., B., C., D.,

and F. and any other applicable provisions, as the baseline for bids and awards using a Line bidding system. Such agreement will be signed no later than February 18, 2011. For matters unrelated to Line bidding, such as Junior Assignments and Extensions, Reserve Rules, etc., the terms of the JCBA will govern in accordance with the Implementation schedule.

2. Days Off Between CDOs

Until such time as CDO Lines at Mesaba and Colgan are constructed by PBS, the following provision shall be substituted for Section 12.J.5. in the JCBA for those airlines:

A Pilot will always receive two (2) Days Off before and after a span of two (2) or more consecutive CDOs, except that a single CDO or a sequence of work days that end in a single CDO must be followed by at least two (2) Days Off. However, a Pilot who is awarded CDO lines for two (2) consecutive months may receive less than two (2) days off between the last CDO sequence in the previous month and the first CDO sequence in the new month, but must receive at least one (1) day off between the sequences.

Q. General

The Company shall ensure that all pilots, including new hire pilots, are entered into the CASS system no later than March 1, 2011.

R. Insurance

1. All pilots will be entitled to participate in the Open Enrollment period, and may elect to participate in the Company sponsored insurance plans, regardless of whether the pilot was enrolled in a Company plan in 2011.
2. Any pilot who participated in his Company sponsored Insurance plan in 2011, and who satisfied or partially satisfied the deductible and/or out of pocket maximum limits shall have all such payments credited toward the new deductible and out of pocket limits in effect for the remainder of 2011.
3. Treatment of Pilots on ESL and LTD – A pilot who was eligible for ESL and/or LTD (including Loss of License) prior to April 1, 2011 shall be treated in accordance with the terms of the applicable CBA. A pilot who did not qualify for or who did not have access to ESL, Loss of License, or Long Term Disability Insurance prior to April 1, 2011 is eligible to apply for such benefit following implementation.
4. A pilot will have the opportunity to change the amount of money he elects to defer to the Flexible Spending Account during the Open Enrollment Period.

S. Check-Off Provisions

Any Dues Check-Off, Assessment Check-Off or any other check-off form in effect as of February 18, 2011, shall continue in effect, unless revoked by the pilot in accordance with the terms of the Dues Check Off form or applicable law.

T. Letters of Settlement

All existing Letters of Settlement between the Association and each Company which pertain to language in one of the predecessor Agreements shall remain in full force and effect provided the substance of the language has not been changed.

U. Minimum Days Off

1. Beginning April 1, 2011 and until such time as Pinnacle and Colgan are able to implement the requirement of Section 12.E., a Pinnacle or Colgan Pilot who is awarded one less than the minimum contractual Days Off in Domicile in a Bid Period shall receive either a Compensatory Day or an additional vacation day, at the Pilot's option, for that Bid Period. In addition, the Pilot shall receive eight (8) hours of Pay Credit, paid above guarantee.
2. Any Compensatory Day chosen by the Pilot cannot be used until September 2011 or thereafter. If the Pilot informs the Company by the twentieth (20th) of a month that he would like to use a Compensatory Day awarded pursuant to this Section, the Compensatory Day must be provided in that month, unless the Company and the Pilot cannot mutually agree on a date in that month. Any Compensatory Day carried over must be granted in the following month, pursuant to the process set forth in Section 25.L.6.
3. Vacation days awarded pursuant to this paragraph will be added to a Pilot's vacation accrual and may be utilized either during the remainder of the 2011 vacation year, or in 2012.

V. Pinnacle Pilots' Date of Hire Correction

A Pinnacle Pilot who is hired prior to February 18, 2011 shall have his date of hire adjusted to the first day such Pilot commenced training, however, the pilot's longevity date shall not be adjusted.

W. Flight Pay Loss Reimbursement

1. For the calendar year 2011, the Association will not reimburse the Company for the first eighty-six thousand eight hundred forty-nine dollars (\$86,849) of flight pay loss.
2. This provision will not become effective until the first of the month following the establishment of a single MEC.

This Letter of Agreement will become effective on February 18, 2011, and shall run concurrently with the principal employment agreement effective February 18, 2011, and shall be concurrently subject to the provisions pertaining to duration and amendment contained in Section 31 thereof.

Letter of Agreement 2 - Transition

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on this 18th day of February, 2011.

FOR PINNACLE AIRLINES, INC.

FOR THE AIR LINE PILOTS
ASSOCIATION, INTERNATIONAL

Robert K. Muhs Jr.
SVP Operations, Pinnacle Airlines, Inc.

Capt. Donald L. Moak
President

FOR MESABA AVIATION, INC.

John G. Spanjers
SVP Operations, Mesaba Aviation, Inc.

Captain Scott D. Erickson, Chairman
Master Executive Council (PCL)

FOR COLGAN AIR, INC.

George A. Casey
SVP Operations, Colgan Air, Inc.

Captain Mark Nagel, Chairman
Master Executive Council (MSA)

Captain Mark A. Segaloff, Chairman
Master Executive Council (CJC)

Captain Paul D. Hallin, Chairman
PCL MEC Negotiating Committee

Captain Kristofer M. Pierson, Chairman
MSA MEC Negotiating Committee

Captain Barry J. Nomann, Chairman
CJC MEC Negotiating Committee

LETTER OF AGREEMENT No. 3
Among
PINNACLE AIRLINES, INC.
MESABA AVIATION, INC.
COLGAN AIR, INC.
and
THE AIR LINE PILOTS
in the service of
PINNACLE AIRLINES, INC.
MESABA AVIATION, INC.
COLGAN AIR, INC.
as represented by the
AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

THIS LETTER OF AGREEMENT is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, by and between PINNACLE AIRLINES, INC., MESABA AVIATION, INC., and COLGAN AIR, INC. (hereinafter referred to as the "Company") and the AIR LINE PILOTS in the service of PINNACLE AIRLINES, INC., MESABA AVIATION, INC., and COLGAN AIR, INC., as represented by the AIR LINE PILOTS ASSOCIATION (hereinafter referred to as the "Association").

WHEREAS, the Company and the Association have negotiated a single collective bargaining agreement covering the wages, terms and working conditions of the Company pilots; and

WHEREAS, Pinnacle and Mesaba each has entered into Letter(s) of Agreement with the Association implementing aspects of an Aviation Safety Action Program ("ASAP") at the respective airline; and

WHEREAS, Pinnacle, Mesaba and Colgan each has entered into Letter(s) of Agreement with the Association regarding implementation of a Flight Operational Quality Assurance ("FOQA") program at the respective airline; and

WHEREAS, the Company and the Association wish to set forth their agreement regarding the merging of the carriers' Letters of Agreement regarding ASAP and the FOQA program.

THEREFORE, BE IT RESOLVED THAT:

- A. Until the Company and the Association negotiate a single, merged Letter of Agreement regarding ASAP and a single, merged Letter of Agreement regarding the FOQA program, each of the following Letters of Agreement regarding ASAP and the FOQA program shall continue in full force and effect:
 1. Letters of Agreement 20, 42, 43 (Section B only) and 44 between Mesaba and the Association.
 2. The ASAP Letter of Agreement dated June 2, 2009 and the FOQA Letter of Agreement dated April 21, 2009 between Pinnacle and the Association.
 3. Letter of Agreement dated February 23, 2010 (FOQA) between Colgan and the Association.

- B. The Company and the Association shall begin negotiations of a single, merged Letter of Agreement regarding ASAP and a single, merged Letter of Agreement regarding the FOQA program within 45 days of the date of signing of the Joint Collective Bargaining Agreement.

This Letter of Agreement will become effective on February 18, 2011, and shall run concurrently with the principal employment agreement effective February 18, 2011, and shall be concurrently subject to the provisions pertaining to duration and amendment contained in Section 31 thereof.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on this 18th day of February, 2011.

FOR PINNACLE AIRLINES, INC.

FOR THE AIR LINE PILOTS
ASSOCIATION, INTERNATIONAL

Robert K. Muhs Jr.
SVP Operations, Pinnacle Airlines, Inc.

Capt. Donald L. Moak
President

FOR MESABA AVIATION, INC.

John G. Spanjers
SVP Operations, Mesaba Aviation, Inc.

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FOR COLGAN AIR, INC.

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PCL MEC Negotiating Committee

Captain Kristofer M. Pierson, Chairman
MSA MEC Negotiating Committee

Captain Barry J. Nomann, Chairman
CJC MEC Negotiating Committee

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LETTER OF AGREEMENT No. 4

Among
PINNACLE AIRLINES, INC.
MESABA AVIATION, INC.
COLGAN AIR, INC.
and
THE AIR LINE PILOTS
in the service of
PINNACLE AIRLINES, INC.
MESABA AVIATION, INC.
COLGAN AIR, INC.
as represented by the
AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

THIS LETTER OF AGREEMENT is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, by and between PINNACLE AIRLINES, INC., MESABA AVIATION, INC., and COLGAN AIR, INC. (hereinafter referred to as the "Company") and the AIR LINE PILOTS in the service of PINNACLE AIRLINES, INC., MESABA AVIATION, INC., and COLGAN AIR, INC., as represented by the AIR LINE PILOTS ASSOCIATION (hereinafter referred to as the "Association").

WHEREAS, the parties wish to memorialize their agreement with respect to the operation of multiple derivatives of a common aircraft type.

THEREFORE, BE IT RESOLVED THAT:

- A. The Company may not require a Pilot to operate more than one derivative of a common type with a separate pay scale prior to the implementation of a Letter of Agreement describing the terms and conditions of the multiple derivative flying or prior to an interest arbitration decision in accordance with the provisions below.
- B. If the Company wishes to initiate discussions on the operation of common aircraft type with multiple derivatives, it will:
 1. Give prompt notice to the Association, and;
 2. Within thirty (30) days of such notification, meet and confer with the Association to establish the terms and conditions governing such flying. The Company will release from flight duty, on a full-time basis, three (3) members of the Association Negotiating Committee who will be involved in such meetings, and will not charge the Association for any associated flight pay loss and shall cover reasonable expenses.
 - a. Within thirty (30) days of the notification referenced in paragraph B.2., above, the parties shall select one of the following arbitrators from Section 21 with the earliest availability, or mutually agree on another arbitrator:
 - i. Fredric Horowitz
 - ii. Dana Eischen

iii. Richard Bloch

- b. If the parties fail to reach an agreement within sixty (60) days of the commencement of meetings, the outstanding open issues will be submitted to binding arbitration. The arbitration shall be held within the following thirty (30) days, unless the parties agree otherwise.
- c. The arbitrator must render a decision within fifteen (15) days of the hearing.
- d. The arbitrator will not have jurisdiction to amend any of the following provisions:
 - i. All derivatives of the aircraft that that fall within separate pay scales will be separate bid Positions.
 - ii. The arbitrator will have the jurisdiction to determine the appropriate staffing levels in each Position (including reserve), but in no case will the staffing levels (measured by pilots per block hour) in any higher-paying aircraft be lower than the staffing levels in any lower-paying aircraft within the Company, taking into account the block hours and accrued vacation on each fleet. Phantom and FTI Positions will not be included in computing the staffing levels.
 - iii. A pilot awarded a Position in a higher-paying derivative will always be paid at the higher-paying derivative's pay rate for all purposes, regardless of which derivative he flies. The arbitrator will not change the rates of pay set forth in the Agreement.
 - iv. A pilot who holds a Position on a lower-paying derivative will be paid at the applicable pay rate on the higher-paying derivative for all Pay Credit hours accrued in connection with the operation of that or qualification for that higher-paying derivative.
 - v. All Scheduled Flying in any derivative must originally be awarded to a pilot who holds a Position in that derivative, and all Trips awarded shall consist solely of flying on a single derivative.

- vi. Seniority must be honored in all respects, including but not limited to qualification opportunities.

This Letter of Agreement will become effective on February 18, 2011, and shall run concurrently with the principal employment agreement effective February 18, 2011, and shall be concurrently subject to the provisions pertaining to duration and amendment contained in Section 31 thereof.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on this 18th day of February, 2011.

FOR PINNACLE AIRLINES, INC.

FOR THE AIR LINE PILOTS
ASSOCIATION, INTERNATIONAL

Robert K. Muhs Jr.
SVP Operations, Pinnacle Airlines, Inc.

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PCL MEC Negotiating Committee

Captain Kristofer M. Pierson, Chairman
MSA MEC Negotiating Committee

Captain Barry J. Nomann, Chairman
CJC MEC Negotiating Committee

LETTER OF AGREEMENT No. 5
Among
PINNACLE AIRLINES, INC.
MESABA AVIATION, INC.
COLGAN AIR, INC.
and
THE AIR LINE PILOTS
in the service of
PINNACLE AIRLINES, INC.
MESABA AVIATION, INC.
COLGAN AIR, INC.
as represented by the
AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

THIS LETTER OF AGREEMENT is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, by and between PINNACLE AIRLINES, INC., MESABA AVIATION, INC., and COLGAN AIR, INC. (hereinafter referred to as the "Company") and the AIR LINE PILOTS in the service of PINNACLE AIRLINES, INC., MESABA AVIATION, INC., and COLGAN AIR, INC., as represented by the AIR LINE PILOTS ASSOCIATION (hereinafter referred to as the "Association").

WHEREAS, Pinnacle, Mesaba and Colgan historically have used certain pilots who are on the respective airline's pilot seniority list to train and/or check pilots, and such pilots shall be designated as "Instructors" herein; and

WHEREAS, the terms and working conditions of the seniority list pilots at Mesaba serving as Instructors were included in the collective bargaining agreement between Mesaba and the Association; and

WHEREAS, the terms and working conditions of the seniority list pilots at Pinnacle serving as Instructors were not included in the collective bargaining agreement between Pinnacle and the Association; and

WHEREAS, Colgan and the Association had not concluded an initial collective bargaining agreement between them, and thus the terms and working conditions of the seniority list pilots at Colgan serving as Instructors were established unilaterally by Colgan; and

WHEREAS, the Association has demonstrated to the Company's satisfaction that it represents the pilots on the carriers' pilot seniority lists serving as Instructors; and

WHEREAS, the Company and the Association wish to establish the terms and working conditions of pilots on the Company Pilots' System Seniority List serving as Instructors until such time that the parties execute a Letter of Agreement regarding those terms and conditions.

THEREFORE, BE IT RESOLVED THAT:

- A. Until such time as a Letter of Agreement concerning the terms and working conditions of Pilot seniority list Instructors is reached, the terms and working conditions for Pilot seniority list Instructors shall remain status quo. Specifically:

Letter of Agreement 5 - Instructors

1. The terms and working conditions for Mesaba Pilot seniority list Instructors shall continue in accordance with Sections 11.N. and 25.B.9.e. of the Mesaba-Association 2004 collective bargaining agreement which are hereby incorporated by reference as a fully enforceable Letter of Agreement and are attached to this Letter as Appendix A.
 2. The terms and working conditions for Pinnacle Pilot seniority list Instructors shall continue to be those presently in effect.
 3. The terms and working conditions for Colgan Pilot seniority list Instructors shall continue to be those presently in effect, unless and until Colgan is merged with Mesaba, in which case the terms of Appendix A shall apply to them.
- B. Within three (3) months of a written request by the Association, the parties will meet to discuss the terms and conditions for all Pilot seniority list Instructors.
1. If the parties are unable to reach agreement on the terms and conditions for all Pilot seniority list Instructors within six (6) months of direct negotiations, then the parties will engage Richard Bloch to decide the remaining outstanding open issues through binding interest arbitration.
 2. The arbitration will occur within sixty (60) days of the close of the negotiations, and the arbitrator will render his decision within thirty (30) days of the close of the hearing. The parties will execute a Letter of Agreement that includes the terms of the arbitration's decision along with all of the other agreed upon terms upon receipt of the decision.

This Letter of Agreement will become effective on February 18, 2011, and shall run concurrently with the principal employment agreement effective February 18, 2011, and shall be concurrently subject to the provisions pertaining to duration and amendment contained in Section 31 thereof.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on this 18th day of February, 2011.

FOR PINNACLE AIRLINES, INC.

FOR THE AIR LINE PILOTS
ASSOCIATION, INTERNATIONAL

Robert K. Muhs Jr.
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MSA MEC Negotiating Committee

Captain Barry J. Nomann, Chairman
CJC MEC Negotiating Committee

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**Appendix A: Sections 11.N. and 25.B.9.e. from the MSA CBA
(Revised for PBS, dated 21 August, 2010)**

Section 11.N. Instructor Agreement

1. Instructor Assignment

a. Duration of Assignment

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

b. Line Flying

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

c. Junior Assignment

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

d. Permanent Bids

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

and the Manager of Training agree that he will continue as an FTI. If they agree that he will continue as an FTI, the following will occur:

- i. The position awarded to the FTI will be a “phantom” position (not supplanting a line flying position). The Company will indicate that a “phantom” position has been awarded on the bid award. A notation will be made on both the bid award and the updated seniority lists that indicates the FTI’s phantom position (if any) and the position he is qualified to fly in and holds as a result of an award pursuant to Section 24 (“qualified position”). An FTI’s qualified position is one for which no Long Term Training event is necessary, however, it will be treated like a phantom position in that it will not supplant a line flying position.
- ii. An FTI who holds a phantom position may participate in the permanent bid system for his qualified position so long as it does not require Long Term Training. If an FTI who holds a phantom position desires to bid for another position that will require Long Term Training, he will recommence the process described in paragraph N.1.d. An FTI will have only one (1) qualified position and one (1) phantom position.
- iii. If an FTI is returning to line flying and he holds a phantom position, he will enter the next scheduled training class that includes the category for which he is training. However, if there is not a scheduled training class, the FTI will be trained as follows:
 - (a) FTIs holding phantom positions will be sequenced for training by release date, and then by seniority within any group of FTIs released on the same day.
 - (b) An FTI must be placed into training within ninety (90) days, unless there is more than one FTI, by equipment, returning to a phantom position. In that case, the next FTI must commence class within thirty (30) days of the first FTI, and, if there is a third returning FTI, he must commence class within thirty (30) days of the second FTI, and this schedule will continue until all FTIs released on the same date are trained.
 - (c) While awaiting training for a phantom position, the FTI will fly in his qualified position consistent with paragraph N.1.d.(1). Above, unless the Manager of Training and FTI agree that he will continue as an FTI until his class date. An FTI will neither fly in his qualified position nor continue to work as an FTI beyond the time limits set out in N.1.d.(3)(b) above.
- iv. An FTI who assumes his phantom position and/or his qualified position will not displace a line pilot and will be added as an extra to such position. The Company cannot subsequently reduce the

number of positions with the intent to displace an extra pilot, but may reduce the number of positions for operational reasons.

e. Qualification

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

2. Compensation

a. Base Pay

An FTI will be paid a base salary of one hundred (100) Pay Credit hours per month.

b. Hourly Pay Credit

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

- i. Captain hourly Pay Credit for the aircraft in which he is qualified and providing instruction.
- ii. Captain hourly Pay Credit for the aircraft he holds in accordance with paragraph N.1.d.(1) above. This hourly Pay Credit will become effective when the most senior pilot in the training class that the FTI was awarded the "phantom position" completes training, or twelve (12) weeks from the beginning of the training class date, whichever occurs first.

c. Overtime

Pay Credit for FTIs, in addition to the base pay as specified in paragraph N.2.a. above, will include voluntary open time flying, voluntary additional training, OE incentive pay if done on an originally scheduled day off, and Pay Credit associated with work performed in accordance with paragraph N.3.b.

d. Initial Cadre

- i. If an FTI is selected to begin training and immediately instruct in a new aircraft (i.e. Initial Cadre) prior to a pay rate being negotiated, the salary rate of one hundred (100) hours per month at his existing rate shall apply. The Manager of Flight Operations Training shall make the FTI's duty assignments, until the completion of IOE.
- ii. If a pay rate for the new aircraft is higher than the FTI's current pay rate, then that rate will take effect upon successful completion of the FTI's qualification.

e. PTIs – Daily Assignments

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

- i. The value of a missed Trip;
- ii. Less than four (4) hours of instructor/flight time (to include deadhead time) three hours and forty-five (3:45) minutes of Pay Credit;
- iii. Four (4) or more hours of instructor/flight time (to include deadhead time) six (6) hours of Pay Credit;
- iv. If a PTI performs a training event on a scheduled day off, he will receive Pay Credit consistent with paragraphs N.3.I.(1).
- v. This provision does not apply to:
 - (a) A month in which the PTI does not bid a line,
 - (b) IOE, Line Checks, or Observation Rides

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

A PTI conducting OE, line checks, or Observation Flights will be paid as follows:

- i. Base hourly rate plus ten dollars (\$10.00) incentive pay.
- ii. If a PTI is rescheduled from his original Trip in order to facilitate OE, a Line Check, or Observation Flights, he will receive Pay Credit for the original Trip or the rescheduled Trip, whichever is greater, plus the ten dollar (\$10.00) increase provided in paragraph N.2.f.(1) above.

g. FTI Travel and Per Diem

- i. An FTI will be provided positive space travel from the Training Base to and from all training, checking, and flying assignments away from the Training Base. The FTI will also be provided with a hotel in accordance with Section 5 for all training conducted away from the Training Base.
- ii. An FTI who does not reside in the Training Base will be provided with positive space on-line travel from his principal place or area of residence to and from all training, checking, and flying assignments. In addition, an FTI will be provided with positive space travel on other airlines, when available, at no cost, from his principal place or area of residence to and from all training, checking, and flying assignments.

- iii. Per diem and a hotel for FTIs will be paid at the rates specified in Section 5 for all training conducted away from the training base.
- iv. Per diem will be credited to an FTI for all time away from his Training Base in conjunction with a training, checking, or flying assignment.

3. Scheduling

a. Days Off

Each monthly schedule for an FTI will include a minimum number of scheduled calendar days off in the FTI's Training Base. If an FTI is unavailable for part of a month due to a vacation or leave, his minimum days off, as addressed in this paragraph, will be prorated in accordance with Appendix D. The minimum days off will be based on the FTI's highest classification as follows:

- i. APD – fifteen (15) calendar days off each month.
- ii. Check Airman – fourteen (14) calendar days off each month.
- iii. Ground, Flight and Simulator – thirteen (13) calendar days off each month.

b. Reduction in Days Off

An inverse order of seniority system in Classification will be used if an FTI's number of days off, in accordance with paragraph N.3.a. above, are reduced to a minimum of twelve (12) calendar days during the scheduled month due to unforeseen training requirements. If an FTI is unavailable for part of a month due to a vacation or leave, his minimum days off, as addressed in this paragraph, will be prorated in accordance with the chart designated as Appendix D, provided:

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

Example: An FTI's (qualified as an APD) number of days off for December is reduced to 12 days off (3 compensatory days due) during December due to unforeseen additional training requirements. The FTI's January schedule will have a minimum of 18 scheduled days off, which could be reduced to 15 days during January for unforeseen training requirements.

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

c. Extensions

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

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

d. Schedule Composition

Each monthly schedule for an FTI may include the following:

- i. Simulator instruction
- ii. Aircraft flight instruction
- iii. Initial certification, proficiency checks, and RFT
- iv. Line checks, OE, and Observation Flights
- v. Regular line flying including Fly Days
- vi. Ground instruction, oral exams, and CPT
- vii. Appropriate pre-event and post-event briefings
- viii. Office support work
- ix. Program Development
- x. Periodic Standardization meetings
- xi. Other activities as needed

e. Fly Days

- i. An FTI will be scheduled for at least four (4) fly days in each calendar quarter. The flying will be in the equipment on which the FTI is current and qualified and will be free of instruction, including line checks and OE. The FTI will fly in the left seat, unless he does not have sufficient seniority to hold Captain in the equipment in which he is instructing, and, in that case, he shall fly in the right seat.
- ii. The Trips to be used for Fly Days may be designated in advance of the line construction, but will count toward the Section 25.C.8.f. Unassigned Flying limitations. The Trips pulled in advance of the line construction will not exceed six (6) days per calendar quarter per FTI (except those that are rescheduled pursuant to paragraph N.3.e.iii. below).
- iii. The Company may cancel an FTI's Fly Days if he is the only FTI available to perform a training assignment, but no less than two (2) of the Fly Days must be rescheduled and flown in the same calendar quarter.

f. Rest and Duty, and Consecutive Days of Work

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

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

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

- ii. Maximum Duty Period

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

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

An FTI/PTI will not be scheduled to be on duty in excess of twelve (12) hours in any duty period, except that an

FTI/PTI may be scheduled to be on duty for up to thirteen (13) hours in any duty period if that duty period includes at least a two (2) hour scheduled break, provided that no part of the duty period falls between 0001 and 0600. In that case, the maximum scheduled duty period will be twelve (12) hours.

(b) Long Term Training and Checking

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

iii. Rest Provisions

(a) An FTI/PTI will be scheduled for a minimum of eleven (11) hours of rest between duty periods. The eleven (11) hour period shall be measured from the end of the ground training day or the scheduled end of the aircraft/simulator session (including the debrief) until the report time for next ground training day or the pre-brief for the next session.

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

iv. Meal Break

An FTI or PTI who is scheduled for more than seven (7) hours of duty will be scheduled for a one (1) hour meal break near the mid-point of the duty period.

g. International Training

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

- i. An FTI/PTI who is scheduled for an international deadhead prior to training or checking will receive eighteen (18) hours of actual rest, commencing fifteen (15) minutes after arrival at the city where the simulator is located, prior to conducting a training or testing event.
- ii. The maximum scheduled duty day (other than international deadhead) for an FTI/PTI shall not exceed thirteen (13) hours followed by a minimum eleven (11) hour rest period.

- iii. If a duty period is extended beyond thirteen (13) hours because of an unforeseen delay beyond the control of the Company, then the minimum rest between the next scheduled or rescheduled duty period will be at least ten (10) hours.
- iv. An FTI/PTI will not be scheduled or rescheduled for more than six (6) consecutive days of work (to include Blank Days). However, if an instructor is paired with the same crew for the duration of the simulator /aircraft portion of an initial, upgrade, or transition training event, he may be assigned the same schedule as the crew he is paired with. For example, if the crew is scheduled for six (6) consecutive days of simulator training followed by a single day off and then followed by five (5) consecutive days of simulator training, the instructor will also have a day free from duty on the seventh day. Days off at an international training site will not count towards the PTI's/FTI's minimum days off.
- v. An FTI/PTI who administers a training or checking event will be given ten (10) hours of actual rest upon completion of the debrief, prior to being scheduled to deadhead back to his principal place or area of residence.
- vi. An FTI/PTI will receive at least two (2) calendar days off following actual arrival at his principal place or area of residence prior to being scheduled for any other duty.

h. No Single Days Off

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

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

i. OE, Line Checks, and Observation Flights

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

j. Blank Days

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

- i. An FTI will be required to be contactable between noon and 6:00 p.m. Central Time on the business day prior to any scheduled Blank Day to determine whether he has a training

assignment. If the FTI is in a rest period during the noon to 6:00 p.m. contact time, he shall contact the Manager of Training prior to the end of the day. If the day before a Blank Day is a day off, the FTI will call the Training Department between noon and 6:00 p.m. If the Training Department does not have a training assignment for the FTI, then the FTI is released from any further obligation for the Blank Day.

- ii. If an FTI is scheduled for multiple consecutive Blank Days, the FTI will be required to be contactable in the same noon to 6:00 p.m. time period on each successive Blank Day(s).
- iii. If a Blank Day(s) falls on a weekend (Saturday or Sunday) or a holiday, then the FTI will still be required to be contactable or call in, as applicable, between noon and 6:00 p.m. Central Time on the last business day prior to the Blank Day(s). If the Training Department does not have a training assignment for the FTI, then the FTI is released from any further obligation for the Blank Day(s).

Example: An FTI is scheduled for Blank Days on Sunday and Monday, and Monday is a holiday. The FTI would be required to be contactable or call in, as applicable, between noon and 6:00 p.m. Central Time on the last business day prior to the Blank Days, which would be the preceding Friday. If the Training Department did not have a training assignment for the FTI on the preceding Friday when the FTI was contactable, then the FTI would be released from any further obligation for the Blank Days on Sunday and Monday.

k. Voluntary Open Flying

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

- i. Any open flying awarded that brings the FTI's total number of calendar days off (considering scheduled and voluntary training or flying and Blank Days) below the minimum number of days off as specified in paragraph N.3.a. will be paid over and above the FTI's base salary as specified in paragraph N.2.a. The pay rate for the voluntary open flying will be at one and one-half (1.5) times the FTI's applicable hourly pay rate as provided in paragraph N.2.b.
- ii. An FTI's total number of calendar days off (considering scheduled and voluntary training or flying and Blank Days) shall not go below twelve (12) calendar days in any given month. If an FTI is

unavailable for part of a month due to a vacation or leave, his minimum days off addressed in this paragraph will be prorated in accordance with the chart designated as Appendix D.

- iii. The Company may count any days of flying voluntarily added to an FTI's schedule toward the minimum quarterly Fly Day requirement.
- iv. If an FTI has voluntarily added open flying to his schedule and no other FTI is available to cover a training event, the Company may reassign the FTI to cover the open training event. The FTI will be paid the greater of the value of the missed Trip or the training assignment.
- v. The Company will determine whether to reassign an FTI on a Fly Day or an FTI who has added open flying, when a re-assignment is necessary to cover an open training event.

I. Voluntary Additional Training

An FTI or PTI may volunteer to conduct training on scheduled days off under the following conditions:

- i. Any voluntary training conducted that brings the FTI's total number of calendar days off (considering scheduled and voluntary training or flying and blank days) below the minimum number of days off as specified in paragraph N.3.a. will be paid over and above the FTI's base salary as specified in paragraph N.2.a. Any voluntary training conducted by a PTI will be paid over and above his guarantee.
 - (a) The daily Pay Credit for voluntary training scheduled for less than six (6) hours of duty time (to include travel) will be five hours and thirty-nine (5:39) minutes.
 - (b) The daily Pay Credit for voluntary training scheduled for six (6) or more hours of duty time (to include travel) will be nine (9) hours.
- ii. The FTI's total number of calendar days off (considering scheduled, assigned and voluntary training or flying and Blank Days) shall not go below twelve (12) calendar days in any given month. If an FTI is unavailable for part of a month due to a vacation or leave, his minimum days off addressed in this paragraph will be prorated in accordance with the chart designated as Appendix D.

m. Schedule Preferences

An FTI may submit schedule preferences by the tenth (10th) of the month for the next month's schedule to indicate preference for the following:

- i. Days off
- ii. Monthly Vacation Days
- iii. Location for Training Assignments
- iv. Blank Days

n. FTI's Schedule Preferences

An FTI's schedule preferences, by classification, will be taken into consideration in the construction of the next month's schedule, to the extent possible, in order to accomplish the required training. FTI schedules will be awarded on the Friday after the Monthly Bid closes for line pilots. Modifications to accommodate unforeseen changes will be made no later than five (5) working days after the Final Line Award for line pilots. The changes will not impact more than two (2) of an FTI's originally scheduled days off.

o. PTI Schedules

A PTI will participate in the Monthly Bid process in accordance with Section 25. A PTI's schedule may be adjusted to conduct various training activities, depending on his qualifications, provided the training obligations are scheduled in accordance with Section 25.B.5.(f). A PTI's originally scheduled days off will not be adjusted without the PTI's consent. Schedule adjustments may include the following:

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

p. Right Seat

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

q. PTI Conversion to FTI on a Monthly Basis

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

4. Vacation

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

Company may withdraw the offer of the full-time training assignment if the pilot has been awarded vacation.

5. Pay Sheets

An FTI will submit a pay sheet each month to the Flight Operations Training Administrative Assistant for all premium pay, compensatory day elections, and per diem. The pay sheet must be submitted no later than the third (3rd) day of the following month.

6. General

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

7. New Training Base

If the Company intends to designate a location other than Minneapolis as a Training Base, the Association and the Company will meet to negotiate the issues arising from the establishment or addition of another Training Base. The parties agree to use the timeline and arbitration process established in Section 9 for any unresolved issues.

8. Instructor Positions

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

Section 25.B.9.e. Part-Time Instructors ("PTI")

1. A PTI who is not converted to a Full-Time Instructor in accordance with Section 11.N.3.q. will be entitled to bid a monthly schedule.
2. A PTI who becomes aware of a PTI assignment prior to bidding his monthly schedule shall have instruction days built into his line as Planned Activities, and all such days shall count as days of work. A PTI may not perform more than nine (9) days of instruction in a month, unless he is converted to an FTI in accordance with Section 11.N.3.q. A day of instruction shall have a Schedule Credit of four (4) hours.
3. A PTI who does not become aware of a PTI assignment until after the Monthly Bid has closed may have his line adjusted after the Final Line Award, provided the training assignments do not interfere with more than one half of his scheduled work days.

LETTER OF AGREEMENT No. 6
Among
PINNACLE AIRLINES, INC.
MESABA AVIATION, INC.
COLGAN AIR, INC.
and
THE AIR LINE PILOTS
in the service of
PINNACLE AIRLINES, INC.
MESABA AVIATION, INC.
COLGAN AIR, INC.
as represented by the
AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

THIS LETTER OF AGREEMENT is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, by and between PINNACLE AIRLINES, INC., MESABA AVIATION, INC., and COLGAN AIR, INC. (hereinafter referred to as the “Company”) and the AIR LINE PILOTS in the service of PINNACLE AIRLINES, INC., MESABA AVIATION, INC., and COLGAN AIR, INC., as represented by the AIR LINE PILOTS ASSOCIATION (hereinafter referred to as the “Association”).

WHEREAS, the Company and the Association agree that the Pinnacle, Mesaba and Colgan pilot 401(k) plans will be merged into one plan on June 1, 2011.

NOW THEREFORE, the parties hereby agree as follows:

- A. The Company and the Association will work on a cooperative basis to ensure that the three (3) Pilot defined contribution plans are merged into one Pilot-only defined contribution plan in an orderly and mutually agreeable manner.
- B. No Pilot will have his service, vesting, and/or any plan rights adversely impacted by the plan merger.
- C. The Company and the Association will agree to the investment offerings under the plans and the method for mapping the plan investments to the new portfolio of investments, and will provide all Mesaba Pilots with sufficient notice of the mapping for each fund to ensure that a Pilot will have the opportunity to change his investment election prior to the blackout period.
- D. The Plan Administrator will ensure that Pilot account balances will be transferred to the new merged Plan on a non-taxable Trust-to-Trust basis with the goal of minimizing the duration of the appropriate black-out period necessary for an orderly transfer.

This Letter of Agreement will become effective on February 18, 2011, and shall run concurrently with the principal employment agreement effective February 18, 2011, and shall be concurrently subject to the provisions pertaining to duration and amendment contained in Section 31 thereof.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on this 18th day of February, 2011.

FOR PINNACLE AIRLINES, INC.

FOR THE AIR LINE PILOTS
ASSOCIATION, INTERNATIONAL

Robert K. Muhs Jr.
SVP Operations, Pinnacle Airlines, Inc.

Capt. Donald L. Moak
President

FOR MESABA AVIATION, INC.

John G. Spanjers
SVP Operations, Mesaba Aviation, Inc.

Captain Scott D. Erickson, Chairman
Master Executive Council (PCL)

FOR COLGAN AIR, INC.

George A. Casey
SVP Operations, Colgan Air, Inc.

Captain Mark Nagel, Chairman
Master Executive Council (MSA)

Captain Mark A. Segaloff, Chairman
Master Executive Council (CJC)

Captain Paul D. Hallin, Chairman
PCL MEC Negotiating Committee

Captain Kristofer M. Pierson, Chairman
MSA MEC Negotiating Committee

Captain Barry J. Nomann, Chairman
CJC MEC Negotiating Committee

LETTER OF AGREEMENT No. 7

Among
PINNACLE AIRLINES, INC.
MESABA AVIATION, INC.
COLGAN AIR, INC.
and
THE AIR LINE PILOTS
in the service of
PINNACLE AIRLINES, INC.
MESABA AVIATION, INC.
COLGAN AIR, INC.
as represented by the
AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

THIS LETTER OF AGREEMENT is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, by and between PINNACLE AIRLINES, INC., MESABA AVIATION, INC., and COLGAN AIR, INC. (hereinafter referred to as the "Company") and the AIR LINE PILOTS in the service of PINNACLE AIRLINES, INC., MESABA AVIATION, INC., and COLGAN AIR, INC., as represented by the AIR LINE PILOTS ASSOCIATION (hereinafter referred to as the "Association").

WHEREAS, the Company and the Association have reached agreement on a collective bargaining agreement and associated implementation and transition letters of agreement (collectively, the "JCBA") covering the Pilots of Pinnacle Airlines, Inc., Mesaba Aviation, Inc. and Colgan Air, Inc.; and

WHEREAS, under the terms of the JCBA the Pilots of Colgan Air will utilize a preferential bidding system ("PBS") to develop Pilot schedules; and

WHEREAS, the parties have agreed to establish rules which will govern the construction, bidding, and awarding of Pilot schedules until such time that a PBS is fully implemented as applied to the Pilots of Colgan Air;

WHEREAS, the Company and the Association have used certain provisions from the 2004 Mesaba CBA as the basis for this interim letter;

THEREFORE, BE IT RESOLVED THAT:

A. Until such time that PBS is the exclusive method for determining Pilot schedules at Colgan Air, Paragraphs 25.D., 25.E., 25.F.2 and 3., 25.G.4.b., and 25.L.5., of the JCBA shall not apply to the Pilots of Colgan Air and the following terms and conditions shall be applied to the Colgan operation. All other provisions of Section 25 shall remain in full force and effect, as modified by Letter of Agreement No. 1 (Implementation) and Letter of Agreement No. 2 (Transition), for the Pilots of Colgan Air.

B. Schedule Bidding

1. Early Bid

a. The Early Bid is used to conduct bidding for Short Term Training, monthly

vacation changes, TOWOP, RA lines, and TDY Positions.

- b. The Early Bid Packages will be distributed on the 4th of each month.
- c. The Early Bid will end no sooner than 0700 CT time on the 9th of each month.
- d. Early Bid awards will be included in the Monthly Bid Packages.

2. Initial Posting

Schedules, for bidding purposes, will be posted on the web site by 1200 CT on the 12th of each month, which shall be the opening of the Monthly Bid for the purposes of this letter. In the event of a marketing schedule change which necessitates a delay of the bidding process, the Company will consult with the MEC Chairman prior to the deadline.

3. Pilot Bid Submission

A Pilot must submit his bid by 1200 CT on the 16th of each month, which shall be the close of the Monthly Bid for the purposes of this letter. The bid will be submitted electronically. A computer will be available at each Pilot domicile and the Training Base, and will be equipped to provide a receipt acceptable to the Company.

4. Line Awards

a. Regular Line Holders

The Initial Award of lines (which includes adjustments made for integration) shall be awarded to regular line holders by 1700 CT on the 20th of each month. However, within twenty-four (24) hours after the schedule bid closing, the Bid Line Award will be posted on the Company website. Trips which have not been built into a Regular line or assigned to a manager or instructor will be published as open flying. The list of open flying will be distributed electronically along with the Initial Awards.

b. Reserve and Build-Up Line Holders

Final Line Awards shall be awarded to Reserve and Build-Up Line holders by 1700 CT on the 24th of the month. However, within twenty-four (24) hours after the schedule bid closing, the Bid Line Awards will be posted.

5. Schedule Enhancement Window

Regular line holders must submit requests for open flying by 1200 CT on the 22nd of each month. This time period shall be known as the Schedule Enhancement Window.

6. Schedule Enhancement Window Results and Award of Build-Up Lines (Final Line Award)

The results of the Schedule Enhancement Window and the Final Line Award for reserve and build-up Pilots will be posted by 1700 CT on the 24th of each month. Premium pay shall not be applied to any time added during this period.

7. Computer Bidding

The Company will make available to all Pilots, in each Pilot domicile and from the Company's web site, an online bidding system that will include: complete bid packages, electronic bid form, electronic bid confirmation, and open time.

8. No Bid

If a Pilot does not bid, such Pilot will be assigned the lowest numerical line available, in accordance with seniority. For example, a SF3 Pilot who is tenth in seniority in that position would be assigned to the #3 line, if the nine Pilots senior to him bid Lines 1 and 2, and 4 through 9.

9. Award Dispute

The Company will correct (by reawarding lines to the affected Pilots) any bid awarded in error if the Pilot can produce a timely receipt of his bid by 0900 CT on the 18th of the month.

10. Eligibility to Bid

- a. A Pilot will bid for a schedule in the Position that he holds. All bids shall be awarded in accordance with seniority.
- b. Except as provided below, to be eligible to bid a Pilot must be available for a minimum of ten (10) days in the Month for which he is bidding.
 - i. For the purpose of this computation, Pilots will be considered available during vacation, recurrent Ground Training, recurrent proficiency checks, bereavement leave, jury duty leave, Association Leave, or any other company duty, excluding Long Term Training.
 - ii. A Pilot on sick leave (including short term personal FMLA leave) or on FMLA for a qualified family member in the current Month but anticipated to be available for a minimum of ten (10) days in the Month for which he is bidding will be permitted to bid.
 - iii. A Pilot returning from any other absence must be available by 1200 CT on the 16th of the month. Availability computation for a Pilot returning from any other absence will be based on his verifiable return to work date, subject to completion of the return from leave check-in procedures, including any requalification training, if necessary. Release from military duty, a medical release or other return to duty documentation will be required.

- iv. A Pilot with a full Month of Association leave will not bid for that Month.

c. Requalification Training

- i. A Pilot attending Requalification Training who is scheduled to become requalified before the end of the Month prior to the bid Month will be eligible to bid in his requalified Position.
- ii. A Pilot attending Requalification Training who is awarded a schedule in accordance with paragraph B.10.c.i., above, and who completes Requalification Training prior to the end of the Month will be assigned a Build-Up Line, in accordance with Section 25.E.2.I., for the remainder of that Month.
- iii. A Pilot attending Requalification Training who has not been awarded a schedule in accordance with paragraph B.10.c.i., above, and who completes Requalification Training before the end of that Month will be assigned a Build-Up Line, in accordance with Section 25.E.2.I., in his new Position upon Completion of Training.

- d. A Pilot completing training in conjunction with a newly awarded Position will be eligible to bid a schedule in his newly awarded Position, so long as the Pilot completes his final simulator event no later than the tenth (10th) day of the month preceding the bid Month.

e. Full-Time Instructors (“FTI”)

A Pilot projected to work as a Full-Time Instructor in a Month will not be eligible to bid.

f. Part-Time Instructors (“PTI”)

- i. A PTI who is not converted to a Full Time Instructor in accordance with the Instructor LOA will be entitled to bid a monthly schedule.
- ii. A PTI who becomes aware of a PTI assignment prior to bidding his monthly schedule shall have instruction days built into his Line as Planned Activities, and all such days shall count as days of work.
- iii. A PTI who does not become aware of a PTI assignment until after the Monthly Bid has closed may have his Line adjusted after the Final Line Award, provided the training assignments do not interfere with more than one half of his scheduled work days.

g. Planned Activities

A Pilot who returns from a Leave of Absence sooner than his projected date and a Pilot who completes training in accordance with paragraph B.10.b.iii., above, will be given a Build-Up Line, in accordance with Section 25.E.2.I., until he commences flying his awarded schedule.

11. PVD Bid

- a. The PVD Bid is used to conduct bidding for PVD's after the Monthly Bid is complete and the Final Line Awards are published.
- b. The PVD Bid Period begins when the Final Line Awards are posted and remains open for forty-eight (48) hours.
- c. The results of the PVD Bid, which modify Final Line Awards, will be provided in the Master Schedules within twenty-four (24) hours after the close of the PVD Bid.

12. Avoid Line Check Airman Option

First Officers shall have the option to designate, on the bid form, a preference to avoid being paired with a Line Check Airman for the Bid Period. A First Officer who elects this option shall be assigned their highest preferred line, in accordance with their seniority, which does not pair them with a Line Check Airman. This option shall not take effect until such time as this option is automated within the Line award system.

C. Schedule Construction

1. Monthly schedules available for bid will contain:

- a. Regular lines of time;
- b. Reserve lines;
- c. Blank lines which will be constructed into Build-Up Lines after the Schedule Enhancement Window, in accordance with paragraph C.4. below.

2. Regular Lines

- a. Composition
 - i. Regular lines will contain trip patterns and Days Off. No reserve days will appear in a regular line. Crew Planning will strive to maximize, to the extent possible, Days Off, weekends off, and holidays off on the numerically lowest lines.
 - ii. A regular line will contain at least eleven (11) Days Off in domicile and will not contain single Days Off, except for the first and last days of the bid period.
- b. Nights Away From Base

Patterns will not exceed three (3) consecutive nights away from domicile, unless the MEC Scheduling Committee Chairman and the Company agree otherwise.

c. Continuous Duty Overnights (CDOs)

- i. Continuous duty overnights will be consolidated into lines consisting exclusively of CDOs (“pure CDO lines”) to the maximum extent possible.
- ii. Pure CDO Lines may contain sequences of as many as four (4) consecutive CDOs.
- iii. Any CDOs that cannot be placed into a pure CDO line may be placed on other lines (“hybrid lines”). The Company shall minimize the number of mixed lines put out for bid. CDOs included in mixed lines shall be limited to blocks of three (3) consecutive CDOs and no mixed line shall contain more than a total on nine (9) CDOs.
- iv. The CDO patterns which comprise either a pure or mixed line shall be varied, when possible, such that no sequence of CDOs consists solely of CDOs with relatively shorter on-duty breaks. In addition, sequences of CDOs on pure and mixed lines will be alternated throughout the month so that no one line consists solely of CDO sequences with relatively shorter on-duty breaks, or relatively higher block times.

d. Maximum Flight Hours

- i. A regular line of time will not exceed ninety (90) hours of scheduled flight time when it is published for bidding unless it contains fifteen (15) or more Days Off. In that case, ninety-four (94) hours will constitute the maximum number of scheduled flight hours.
- ii. A Pilot will not be scheduled for more than twenty-nine (29) hours in seven (7) days.
- iii. During the Bid Period, the Company may reschedule a Pilot for up to thirty (30) hours in seven (7) days.

e. Unassigned Flying

Regular lines will be constructed until no more than five percent (5%) of the total flying for the month, by position, remains. After the lines have been constructed, the Company may assign trips out of the remaining flying (up to five percent (5%)) to managers and instructors. Any time remaining after assignment to managers and instructors will be posted during the Schedule Enhancement Window.

3. Reserve Lines

- a. A reserve line will not contain more than five (5) consecutive days of reserve duty.

- b. A reserve line will contain at least eleven (11) Days Off in domicile with a minimum of one (1) three (3) day block of days free from duty and will not contain single Days Off, except for the first and last days of the bid period.
- c. Reserve lines will contain reserve days and Days Off. Crew Planning will strive to maximize, to the extent possible, Days Off, weekends off, and holidays off on the numerically lowest lines.
- d. Excluding Positions with less than eight (8) Reserve Lines, at least 15%, using standard rounding, of the Reserve Lines constructed, by Position, will be Long Call Reserve Lines.

4. Build-Up Lines

- a. Build-up lines will be blank when initially posted. However, at the time of bidding, build-up line bidders may designate a three (3) day block in which they will be free from duty, excluding the first three (3) days of the month, holidays, and planned absences. These days will be awarded unless more than one (1) Pilot in the same position bids overlapping days. In that case, the most senior Pilot will be awarded the days. If a more junior Pilot bids a block that in any way overlaps the days of the senior Pilot, the junior Pilot will not be awarded any of the days, unless his bid states that fewer than three (3) days are acceptable. A Pilot may bid alternative three (3) day periods. If the number of build-up line holders, by position, exceeds eight (8) in number, the Company shall award one (1) additional sequence of overlapping Days Off for each Pilot in excess of eight (8) and one (1) more additional sequence of overlapping Days Off for each Pilot in excess of sixteen (16) and so on.
- b. Build-up lines will be awarded on the Final Line Award (paragraph B.6.) and shall be constructed from trips that become available after the Schedule Enhancement Window as a result of vacation, training, flight checks, leaves of absence, etc., and trips which were included in the maximum of five percent (5%) of open flying described in paragraph C.2.e., above.
- c. A build-up line of time will not exceed ninety (90) hours of flight time when it is awarded unless it contains fifteen (15) or more Days Off. In that case, ninety-four (94) hours will constitute the maximum number of scheduled flight hours.
- d. Each build up line will contain at least eleven (11) Days Off in domicile including one three (3) day block of Days Off, and will not contain single Days Off, except for the first and last days of the bid period.
- e. When, prior to the Final Line Award, at least seven (7) duty periods exist in open time, by position, and can be legally scheduled into a line, a build-up line will be constructed using this time.
- f. Reserve days may be included in the build-up lines. The numerically lowest build-up line(s) will be those with the fewest (or no) reserve days, and the numerically highest build-up lines will have the most reserve days, unless the Pilot indicates on his bid that he would like to waive this provision. If he elects to waive the provision, he may request to have his line built to maximize pay,

or Days Off, or weekends off, or a combination thereof, to the extent possible, taking into account a Pilot's previously planned absences. A Pilot awarded a build up line will receive a Pay Credit of 3.86 hours per day for each day of reserve.

- g. A Build-up line will not contain more than one (1) span of six (6) consecutive days of reserve duty.
- h. A Pilot who submits a bid that includes Build-Up lines shall be provided an opportunity to submit preferences for the construction of a Build-Up line, should he be awarded one. A Pilot may submit up to five (5) such preferences (e.g., specific day(s) off, weekday/weekend only lines, AM or PM show times, etc.). Preferences will be submitted as "free text" on the Pilot's bid.
- i. A Pilot who is not eligible to bid for a monthly schedule but who becomes available for duty will be given a Build-Up Line, in accordance with Section 25.E.2.I.

5. Conversion of Reserve Lines to Build-Up Lines

If, after constructing build-up lines for all of the Pilots who were awarded build-up lines in a position, there exists more than seven (7) duty periods in open time, by position, that can legally be constructed into a line, reserve lines will be converted into build-up lines in accordance with the following provisions:

- a. The fewest number of reserve lines possible will be converted into build-up lines so that no more than seven (7) duty periods remain in open time, by position, that can be legally constructed into a line.
- b. The reserve lines converted into build-up lines will be those awarded to a reserve Pilot in the affected position(s) who has requested a conversion, in seniority order, or, if there are not a sufficient number of requests, to the most junior reserve Pilot(s) in the affected position(s) in reverse seniority order.
- c. A Pilot who was awarded a reserve line and who is converted to a build-up line holder will have a build-up line constructed in accordance with all of the provisions applicable to build-up lines, except that paragraphs C.4.a. and C.4.f. above shall not apply.
- d. A Pilot who was awarded a reserve line and who is converted to a build up line holder will be compensated in accordance with Section 3. for any reserve days that appear on his line.

6. Charter Flying

Charter flying may be scheduled into regular or build-up lines. Charter flying may be assigned to build-up and reserve Pilots on reserve days. Charter flying will be scheduled in accordance with the limitations provided in this Letter of Agreement and the JCBA.

7. If a Pilot is unavailable for flight duty for part of a month, his eleven (11) Days Off will be prorated in accordance with Appendix D of the JCBA.
8. Bid lines will reflect any known reduced/changed holiday scheduling for that month. Should holiday schedules be modified after posting of bids, the affected Pilots will be notified as soon as possible and will not lose any Days Off. The Cancellation and Reassignment provisions of Section 3.N. will apply once the bids have closed.

D. Initial Award of Regular and Reserve Lines, the 48-Hour Period, Final Bid Awards and Open Flying

1. Initial Award and Schedule Enhancement Window

- a. The schedules of regular line holders will be adjusted to accommodate vacation, training, leaves of absence, and other conflicts, etc. The Initial Award will be posted on the web site.
- b. Open time that becomes available as a result of the above paragraph and other open time will be posted on the web site simultaneously with the Initial Awards of the regular lines.
- c. A regular line holder may bid open flying, in his domicile only, during the Schedule Enhancement Window. A Pilot may submit his bid to Crew Planning through the website. All awards will be in accordance with seniority. A Pilot is responsible for calculating limitations such as twenty-nine (29) hours in seven (7) days, ninety-eight (98) hours in a month, seven (7) days in a row, etc. impact when requesting adjustments.
- d. Schedule Adjustments During the Schedule Enhancement Window

During the Schedule Enhancement Window, a regular line holder may make the following adjustments, but may not submit more than five (5) requests, exclusive of flying added on originally scheduled Days Off. Vertical trades are trades that involve the same calendar day or days, except that when the last day of a trip is scheduled to end (report off time) between 0001 and 0200, such day will not be considered to be a “day” in the context of this paragraph.

Example 1: A Pilot has Trip D6897 on his line. He may request to trade that trip for Trip D1234, or D5678, or D7665, etc. (these trips are trips in open time), and that request shall be considered to constitute one (1) trip trade.

Example 2: A Pilot wishes to trade a 2-day trip that ends at 2000 on Day 2 for a 2-day trip that ends at 0030 on the second day. The second day of the trip the Pilot wishes to trade for will not be considered to be a day, so the trade will not be considered to be a vertical trade.

Example 3: A Pilot wishes to trade a 2-day trip that ends at 2000 on Day 2 for a 3-day trip that ends at 0030 on the third day. The third day of the trip the Pilot wishes to trade for will not be considered to be a day, so the trade will be considered to be a vertical trade.

- i. A Pilot may bid, and the Company shall award, the following transactions, provided the Pilot would not exceed one (1) hour less than the FAR weekly maximum and two (2) hours less than the FAR monthly maximum, and the transaction is contract legal:

- (a) A trip(s) added on a scheduled day(s) off.
- (b) Vertical trades with open time (trades which involve the same calendar day or days) of either non-CDO trips for non-CDO trips or CDOs for CDOs.
- (c) Vertical trades with open time of CDOs for a non-CDO trip.

Example: If a Pilot is scheduled to fly a CDO on the 6th and 7th of the month, he could pick up a non-CDO trip(s) which spans the 6th and 7th.

- ii. A Pilot may bid, and unless there is a specific operational reason for the denial, the Company will award:
 - (a) Non-vertical trades with open time (trades for trips which involve different calendar days in the month).
 - (b) A trade involving the exchange of non-CDOs for a CDO trip(s).
 - (c) A trade involving the exchange of one (1) CDO for a one (1) day non-CDO trip.
- iii. Crew Planning will advise the affected Pilot of the specific operational reason for the denial of any requested trade.
- iv. No pure trip drops will be considered during the Schedule Enhancement Window.

2. Final Line Awards

- a. Notification of awards will be made by the publishing of the Final Line Awards on the 24th of the month.

b. Open Flying

Following the processing of bids for the Schedule Enhancement Window, all remaining open flying will be posted with the Final Line Award. Notification will be made on the Company's web site.

E. Month-To-Month Interface

1. The monthly interface will consist of the first four (4) days of the Bid Period for all Pilots. In addition, adjustments may be made to trips which commence within the first four (4) days of the Bid Period. For example, a three (3) day trip commencing on the fourth (4th) would extend the interface period (adjustment period for that Pilot) until the sixth (6th). During this period, trips may be added, removed, modified, and/or traded where conflicts exist with the previous month's schedules, including FAR and contract conflicts. No adjustments will be made outside of this period except: 1) to add Days Off to restore the minimum Days Off to that line, and 2) to modify a trip in the previous month to accommodate a planned absence.
2. Notwithstanding paragraph E.1., above, the Company may drop a trip, partial trip, or reserve day from a Pilot's schedule in the last three (3) days of the current month in order to avoid a 30 hours in 7 days conflict, a 7 consecutive day conflict, or a contract/FAR rest limitation.
 - a. Modifications made pursuant to this paragraph will be made during the integration process for the next Bid Period and will be published with the Final Line Awards.
 - b. A partial trip drop made pursuant to this paragraph may only occur at the start or end of the trip hour period.
 - c. A Pilot will be paid in accordance with Section 3.N. as a consequence of a trip drop made pursuant to this paragraph and will not be required to sit time available.

Example: A Pilot is scheduled to report for a 3-day trip at 1000 on July 29th. The Pilot is scheduled to report out at 1500 on July 31st. The Company may remove any series of flights that touch either the 1000 report time or the 1500 report out time.

3. Voluntary Trip Substitution

A Pilot may volunteer to permit Crew Planning to substitute a trip(s) during the last three (3) days of the current month for a trip(s) with fewer block hours that operates on the same days in order to avoid a 30 hours in 7 days limitation, or a contract/FAR rest limitation. Substitutions will be permitted subject to the following conditions:

- a. A Pilot who wishes to elect a voluntary trip substitution should designate on his bid "Trip Substitution at end of month okay."
- b. The trip modification will be made during the integration process for the next Bid Period and will be published with the Final Line Awards.

- c. A Pilot who is permitted a voluntary trip substitution pursuant to this paragraph will be paid for the value of the originally scheduled trip(s), or the substituted trip(s), whichever is greater. In addition, a Pilot who actually has his schedule altered pursuant to this provision will receive five (5) hours of pay credit, which will be paid in addition to all other pay credit accrued for that month and above the monthly guarantee.
4. A Pilot who has a trip pairing that is scheduled to continue from one scheduling period to another will continue on that trip pairing to its scheduled conclusion, consistent with FAR limitations.
5. Carry-In Days may be designated on the bid lines, but the number of Carry-In Days shall not exceed the actual number of trip days which continue into the Bid Period. To assist in compliance with the monthly scheduling cap, Crew Planning will value Carry-In Days at four (4) hours for planning purposes.
6. Trips shall not be placed on days designated as off on the initial bid schedule, unless the Pilot is carrying in a trip from the previous month.
7. Any adjustments required in a Pilot's bid line to allow for the interface of monthly schedules will be done so as to maintain as closely as possible the subsequent month's Bid Line Value.
8. A Pilot's line may not exceed the monthly scheduling cap after the interface is accomplished unless he was assigned to a trip in the previous month that carried into the next month. In this case only, a Pilot carrying the trip in may be scheduled for no more than ninety-four (94) hours of flight time.

F. Consolidation of Knowledge

1. A Pilot with less than seventy five (75) hours of flight time in Category shall be defined as a green Pilot.
 2. First Officers' Lines will be awarded after the Captains' Lines and Lines awarded to green Captains will be blocked from being awarded to green First Officers, but will otherwise be awarded in accordance with the green First Officer's preferences.
 3. A Pilot who is projected to have flown less than ninety (90) hours by the end of the third (3rd) Month after he has completed training may be assigned additional flying on his schedule, not to exceed ninety (90) hours and, only to the extent necessary, to comply with the FAR consolidation of experience. The additional flying will be added after the Final Line Award.
- G. If there is a dispute regarding the application or interpretation of these provisions, or if a situation arises that is not explicitly contemplated by the terms of this Letter of Agreement, the parties agree that the matter will be resolved in accordance with the terms of the 2004 Mesaba CBA as they related to line bidding issues, including any relevant Letters of Agreement or Letters of Settlement. The parties commit to expeditiously resolve any disputes that may arise, and will only resort Sections 20 and 21 of the JCBA in the event that they are unable to reach a mutually agreeable solution.

This Letter of Agreement will become effective on February 18, 2011 for the April 2011 Bid Period, and shall run concurrently with the principal employment agreement effective February 18, 2011, and shall be concurrently subject to the provisions pertaining to duration and amendment contained in Section 31 thereof.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on this 18th day of February, 2011.

FOR PINNACLE AIRLINES, INC.

FOR THE AIR LINE PILOTS
ASSOCIATION, INTERNATIONAL

Robert K. Muhs Jr.
SVP Operations, Pinnacle Airlines, Inc.

Capt. Donald L. Moak
President

FOR MESABA AVIATION, INC.

John G. Spanjers
SVP Operations, Mesaba Aviation, Inc.

Captain Scott D. Erickson, Chairman
Master Executive Council (PCL)

FOR COLGAN AIR, INC.

George A. Casey
SVP Operations, Colgan Air, Inc.

Captain Mark Nagel, Chairman
Master Executive Council (MSA)

Captain Mark A. Segaloff, Chairman
Master Executive Council (CJC)

Captain Paul D. Hallin, Chairman
PCL MEC Negotiating Committee

Captain Kristofer M. Pierson, Chairman
MSA MEC Negotiating Committee

Captain Barry J. Nomann, Chairman
CJC MEC Negotiating Committee

LETTER OF AGREEMENT No. 8
Among
PINNACLE AIRLINES, INC.
MESABA AVIATION, INC.
COLGAN AIR, INC.
and
THE AIR LINE PILOTS
in the service of
PINNACLE AIRLINES, INC.
MESABA AVIATION, INC.
COLGAN AIR, INC.
as represented by the
AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

THIS LETTER OF AGREEMENT is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, by and between PINNACLE AIRLINES, INC., MESABA AVIATION, INC., and COLGAN AIR, INC. (hereinafter referred to as the “Company”) and the AIR LINE PILOTS in the service of PINNACLE AIRLINES, INC., MESABA AVIATION, INC., and COLGAN AIR, INC., as represented by the AIR LINE PILOTS ASSOCIATION (hereinafter referred to as the “Association”).

WHEREAS, the parties wish to incorporate Letters of Agreement that were previously negotiated between ALPA and Mesaba and a Letter of Understanding that was previously negotiated between ALPA and Pinnacle into the Joint Collective Bargaining Agreement (“JCBA”) between all of them,

THEREFORE, BE IT RESOLVED THAT:

A. Pinnacle and Colgan hereby adopt and agree to incorporate by reference into the JCBA signed on February 17, 2011 the Letters of Agreement listed below with the full text attached to this Letter, which were previously attached to and referred to by the Mesaba 2004 CBA and Mesaba and Colgan hereby adopt and agree to incorporate by reference into the JCBA signed on February 17, 2011 the Letter of Understanding attached to this Letter, which was previously part of the Express I 1999 Agreement:

1. Letter of Agreement No. 4 (Cooperation) signed on July 16, 1996
2. Letter of Agreement No. 5 (Trans-Atlantic Training and Checking) signed on January 30, 2004
3. Letter of Agreement No. 28 (ALPA National Pay) signed on July 23, 2007
4. Letters of Agreement 36, 45, 47, and 48 (all of which related to Mesaba Pilot Flow Rights) signed on August 13, 2009, June 30, 2010, October 12, 2010, and October 12, 2010.
5. Letter of Agreement No. 50 (Mesaba Non-Contract Instructor Seniority) signed September 20, 2010

Letter of Agreement 8 – Incorporated LOAs

6. Letter of Understanding (Management/Supervisory Pilots' Access to System Board) signed August 2009.
- B. The parties further agree that the above-referenced Letters of Agreement shall be modified in accordance with the changes below:
1. Trans-Atlantic Training

Change the reference in paragraph A. from Section 12.H.1. of the 2004 Mesaba CBA to reference Section 12.H.1. and 2. of the JCBA.
 2. ALPA National Pay

Amend paragraph B. to increase the override from twenty percent to twenty-five percent in accordance with Section 13.F.7. of the JCBA.
 3. Original Mesaba Flow (No. 36)
 - a. Change the reference in paragraphs C.6. and H.2. from Section 24.C. of the 2004 Mesaba CBA to reference Section 24.G. of the JCBA.
 - b. Change the reference in paragraph E.4. from Section 25.K. and L. of the 2004 Mesaba CBA to reference Section 25.I. of the JCBA.
 - c. Change the reference in paragraph E.5. from Section 7.I. of the 2004 Mesaba CBA to reference Section 7.G. of the JCBA.
 4. Mesaba Flow Up (No. 48)
 - a. Change the reference in paragraph 3.d. from Section 24.C. of the 2004 Mesaba CBA to reference Section 24.G. of the JCBA.
 - b. Change the reference in paragraph 6.e. from Section 25.K. and L. of the 2004 Mesaba CBA to reference Section 25.I. of the JCBA.
 - c. Change the reference in paragraph 6.f. from Section 7.I. of the 2004 Mesaba CBA to reference Section 7.G. of the JCBA.
 5. Mesaba Non-Contract Instructor Seniority (No. 50)
 - a. Change the reference in paragraph B. from "Mesaba-ALPA collective bargaining agreement" to "JCBA".

This Letter of Agreement will become effective on February 18, 2011, and shall run concurrently with the principal employment agreement effective February 18, 2011, and shall be concurrently subject to the provisions pertaining to duration and amendment contained in Section 31 thereof.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on this 18th day of February, 2011.

FOR PINNACLE AIRLINES, INC.

FOR THE AIR LINE PILOTS
ASSOCIATION, INTERNATIONAL

Robert K. Muhs Jr.
SVP Operations, Pinnacle Airlines, Inc.

Capt. Donald L. Moak
President

FOR MESABA AVIATION, INC.

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SVP Operations, Mesaba Aviation, Inc.

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FOR COLGAN AIR, INC.

George A. Casey
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Master Executive Council (CJC)

Captain Paul D. Hallin, Chairman
PCL MEC Negotiating Committee

Captain Kristofer M. Pierson, Chairman
MSA MEC Negotiating Committee

Captain Barry J. Nomann, Chairman
CJC MEC Negotiating Committee

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LETTER OF AGREEMENT No. 10

Among
PINNACLE AIRLINES, INC.
MESABA AVIATION, INC.
COLGAN AIR, INC.
and
THE AIR LINE PILOTS
in the service of
PINNACLE AIRLINES, INC.
MESABA AVIATION, INC.
COLGAN AIR, INC.
as represented by the
AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

THIS LETTER OF AGREEMENT is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, by and between PINNACLE AIRLINES, INC., MESABA AVIATION, INC., and COLGAN AIR, INC. (hereinafter referred to as the “Company”) and the AIR LINE PILOTS in the service of PINNACLE AIRLINES, INC., MESABA AVIATION, INC., and COLGAN AIR, INC., as represented by the AIR LINE PILOTS ASSOCIATION (hereinafter referred to as the “Association”).

THEREFORE, BE IT RESOLVED THAT:

- A. A Pilot who is on the MSA Seniority List on February 18, 2011, including furloughees, will be paid at the Grandfather Mesaba SF340 Pay Rate (“Grandfather Rate”) if the Pilot holds a SF340 Position and meets one of the following conditions:
1. The Pilot holds a Position at Mesaba on the SF340 on February 18, 2011. In such case, the Pilot will continue to receive the Grandfather Rate, provided the Pilot is not awarded a different Category as a result of a voluntary bid, and provided further that the Pilot is not awarded, as a result of a voluntary bid, a Domicile other than MSP, DTW, or MEM. A pilot who voluntarily bids and is awarded another Category will still be eligible to be handled in accordance with paragraphs 3. through 6., below.
 2. The Pilot holds a Position at Mesaba on the SF340 on February 18, 2011, and is displaced to any SF340 Position. In such case, the Pilot will continue to receive the Grandfather Rate provided the Pilot has not been awarded a different Category as a result of a voluntary bid. A Pilot who voluntarily bids and is awarded another Category will still be eligible to be handled in accordance with paragraphs 3. through 6., below.
 3. The Pilot is displaced to a SF340 Position within thirty-six (36) months of the implementation of the Integrated Seniority List (ISL).
 4. The Pilot is awarded a SF340 Position in LGA before March 1, 2012. In such case, the Pilot will continue to receive the Grandfather Rate provided that the Pilot is not awarded, as a result of a voluntary bid, a Domicile other than LGA, MSP, DTW, or MEM.

5. The Pilot is awarded a Position in a new SF340 Domicile prior to the implementation of the ISL. In such case, the Pilot will continue to receive the Grandfather Rate provided that the Pilot is not awarded, as a result of a voluntary bid, a Domicile other than the new SF340 Domicile, MSP, DTW, or MEM.
6. The Pilot is awarded a SF340 Position in MSP, DTW, or MEM before January 1, 2013. In such case, the Pilot will continue to receive the Grandfather Rate provided that the Pilot is not awarded, as a result of a voluntary bid, a Domicile other than MSP, DTW, or MEM.
7. The Pilot is on furlough status from MSA on February 18, 2011, including MSA furlougees who are employed by PCL or CJC, and is recalled to a SF340 Position in MSP, DTW or MEM before January 1, 2013, or is recalled to LGA by March 1, 2012. In such case, the Pilot will continue to receive the Grandfather Rate provided that the Pilot is not awarded, as a result of a voluntary bid, a Domicile other than MSP, DTW, or MEM. In addition, notwithstanding the provisions of Section 23.B., a furlougees described above may elect to bypass recall if he is not recalled to either a Saab Position eligible for the Grandfather Rate, or a Position with a higher pay rate, until January 1, 2013. After January 1, 2013, the pilot will no longer be eligible to bypass recall, and the terms of Section 23 shall apply. A pilot who returns from furlough is eligible for the grandfather provisions listed above in the same manner as all other active pilots.

Letter of Agreement 10 – Mesaba Saab 340 Grandfather Rate

Mesaba Grandfathered 25-35 Seat Turboprop Captain						
YOS	2/18/11	12/1/11	12/1/12	12/1/13	12/1/14	12/1/15
0 to 1	\$ 47.60	\$ 49.03	\$ 50.50	\$ 51.51	\$ 52.54	\$ 53.59
1 to 2	\$ 49.49	\$ 50.97	\$ 52.50	\$ 53.55	\$ 54.62	\$ 55.71
2 to 3	\$ 50.37	\$ 51.88	\$ 53.44	\$ 54.51	\$ 55.60	\$ 56.71
3 to 4	\$ 52.82	\$ 54.40	\$ 56.03	\$ 57.15	\$ 58.29	\$ 59.46
4 to 5	\$ 55.32	\$ 56.98	\$ 58.69	\$ 59.86	\$ 61.06	\$ 62.28
5 to 6	\$ 57.61	\$ 59.34	\$ 61.12	\$ 62.34	\$ 63.59	\$ 64.86
6 to 7	\$ 59.74	\$ 61.53	\$ 63.38	\$ 64.65	\$ 65.94	\$ 67.26
7 to 8	\$ 60.90	\$ 62.73	\$ 64.61	\$ 65.90	\$ 67.22	\$ 68.56
8 to 9	\$ 62.56	\$ 64.44	\$ 66.37	\$ 67.70	\$ 69.05	\$ 70.43
9 to 10	\$ 64.19	\$ 66.12	\$ 68.10	\$ 69.46	\$ 70.85	\$ 72.27
10 to 11	\$ 65.35	\$ 67.31	\$ 69.33	\$ 70.72	\$ 72.13	\$ 73.57
11 to 12	\$ 66.47	\$ 68.46	\$ 70.51	\$ 71.92	\$ 73.36	\$ 74.83
12 to 13	\$ 67.66	\$ 69.69	\$ 71.78	\$ 73.22	\$ 74.68	\$ 76.17
13 to 14	\$ 68.67	\$ 70.73	\$ 72.85	\$ 74.31	\$ 75.80	\$ 77.32
14 to 15	\$ 69.71	\$ 71.80	\$ 73.95	\$ 75.43	\$ 76.94	\$ 78.48
15 to 16	\$ 69.98	\$ 72.08	\$ 74.24	\$ 75.72	\$ 77.23	\$ 78.77
16 to 17	\$ 70.26	\$ 72.37	\$ 74.54	\$ 76.03	\$ 77.55	\$ 79.10
17 to 18	\$ 70.53	\$ 72.65	\$ 74.83	\$ 76.33	\$ 77.86	\$ 79.42

Mesaba Grandfathered 25-35 Seat Turboprop First Officer						
YOS	2/18/11	12/1/11	12/1/12	12/1/13	12/1/14	12/1/15
0 to 1	\$ 25.92	\$ 26.70	\$ 27.50	\$ 28.05	\$ 28.61	\$ 29.18
1 to 2	\$ 31.08	\$ 32.01	\$ 32.97	\$ 33.63	\$ 34.30	\$ 34.99
2 to 3	\$ 34.13	\$ 35.15	\$ 36.20	\$ 36.92	\$ 37.66	\$ 38.41
3 to 4	\$ 37.17	\$ 38.29	\$ 39.44	\$ 40.23	\$ 41.03	\$ 41.85
4 to 5	\$ 38.28	\$ 39.43	\$ 40.61	\$ 41.42	\$ 42.25	\$ 43.10
5 to 6	\$ 39.43	\$ 40.61	\$ 41.83	\$ 42.67	\$ 43.52	\$ 44.39
6 to 7	\$ 40.60	\$ 41.82	\$ 43.07	\$ 43.93	\$ 44.81	\$ 45.71
7 to 8	\$ 41.82	\$ 43.07	\$ 44.36	\$ 45.25	\$ 46.16	\$ 47.08

This Letter of Agreement will become effective on February 18, 2011, and shall run concurrently with the principal employment agreement effective February 18, 2011, and shall be concurrently subject to the provisions pertaining to duration and amendment contained in Section 31 thereof.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on this 18th day of February, 2011.

FOR PINNACLE AIRLINES, INC.

FOR THE AIR LINE PILOTS
ASSOCIATION, INTERNATIONAL

Robert K. Muhs Jr.
SVP Operations, Pinnacle Airlines, Inc.

Capt. Donald L. Moak
President

Letter of Agreement 10 – Mesaba Saab 340 Grandfather Rate

FOR MESABA AVIATION, INC.

John G. Spanjers
SVP Operations, Mesaba Aviation, Inc.

Captain Scott D. Erickson, Chairman
Master Executive Council (PCL)

FOR COLGAN AIR, INC.

George A. Casey
SVP Operations, Colgan Air, Inc.

Captain Mark Nagel, Chairman
Master Executive Council (MSA)

Captain Mark A. Segaloff, Chairman
Master Executive Council (CJC)

Captain Paul D. Hallin, Chairman
PCL MEC Negotiating Committee

Captain Kristofer M. Pierson, Chairman
MSA MEC Negotiating Committee

Captain Barry J. Nomann, Chairman
CJC MEC Negotiating Committee

LETTER OF AGREEMENT No. 11
Among
PINNACLE AIRLINES, INC.
MESABA AVIATION, INC.
COLGAN AIR, INC.
and
THE AIR LINE PILOTS
in the service of
PINNACLE AIRLINES, INC.
MESABA AVIATION, INC.
COLGAN AIR, INC.
as represented by the
AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

THIS LETTER OF AGREEMENT is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, by and between PINNACLE AIRLINES, INC., MESABA AVIATION, INC., and COLGAN AIR, INC. (hereinafter referred to as the "Company") and the AIR LINE PILOTS in the service of PINNACLE AIRLINES, INC., MESABA AVIATION, INC., and COLGAN AIR, INC., as represented by the AIR LINE PILOTS ASSOCIATION (hereinafter referred to as the "Association").

The parties hereby agree as follows:

- A. Over the course of the Collective Bargaining Agreement ("CBA") between the Company and the Association signed into effect on February 18, 2011, the Company may implement a Line Operations Safety Audit ("LOSA"), which will include live safety audits of cockpit operations.
- B. A number of airlines have preceded the parties in this effort, and their best practices have been identified in a paper from the Human Factors Research Project, The LOSA Collaborative, of the University of Texas.
- C. The parties believe that adherence to these concepts will result in the best LOSA possible, and hereby acknowledge them as the framework for our LOSA program. The framework that will be adhered to is as follows:
 - 1. Observations will be conducted during normal flight operations only. Observations will not be made while any training or checking event is in progress.
 - 2. Data collection forms will be anonymous and confidential. Identifying information on the flight, and pilots being observed, will not be collected.
 - 3. Participation in a LOSA observation will be wholly voluntary. No pilot will be observed by LOSA observers without their consent.
 - 4. The Company and the Association both co-sponsor and will participate in LOSA for the betterment of our pilots, Company, co-workers, passengers, and stakeholders.

5. The Data Collection forms will be safety-targeted. There will be no list of events that must be evaluated, as is done during a line check. The data will be collected only as a narrative, describing in free text the events that were witnessed.
6. For our observer group, we will use only personnel with appropriate backgrounds, so as to qualify them to understand the operation they are observing. This group will be made up of simulator instructors as well as line employees. Regardless of what behavior is observed on a LOSA flight, no employee participating in a LOSA observation will be disciplined for any observed behavior. Check airman and management pilots will not be used as observers.
7. Pilot specific data that is collected will be submitted to the Association's appointed "gatekeeper" for the FOQA program to ensure confidentiality. If any remnant of identifying data is included in the narrative submitted, it will be removed before submittal for analysis.
8. After the observation phase is complete and all narrative forms have been turned in, a group of experts will go over the data to confirm their accuracy. Any errors in the data will be removed.
9. Through the use of Threat and Error Analysis, data collected will provide targets for enhancements in training and/or procedures for pilots. Plans will then be developed to make appropriate changes to the company training programs and/or procedures.
10. A comprehensive report of LOSA will be prepared and feedback will be provided to the pilots.
11. LOSA observers are present to collect safety data, not evaluate and debrief individual employees. System evaluation, not individual evaluation, is the overarching theme of LOSA.

This Letter of Agreement will become effective on February 18, 2011, and shall run concurrently with the principal employment agreement effective February 18, 2011, and shall be concurrently subject to the provisions pertaining to duration and amendment contained in Section 31 thereof.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on this 18th day of February, 2011.

FOR PINNACLE AIRLINES, INC.

FOR THE AIR LINE PILOTS
ASSOCIATION, INTERNATIONAL

Robert K. Muhs Jr.
SVP Operations, Pinnacle Airlines, Inc.

Capt. Donald L. Moak
President

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