

**AMENDED AND RESTATED CORONAVIRUS
MEMORANDUM OF UNDERSTANDING (CORRECTED)**

This Amended and Restated Memorandum of Understanding (“MOU”) is made and entered into on this 6th day of April 2020, in accordance with the provisions of Title II of the Railway Labor Act, as amended, by and between Atlas Air, Inc. (“Atlas” or the “Company”) and the International Aviation Professionals (IAP) at Teamsters Local 2750 (“Local 2750” or the “Union”) (Atlas/Company and Local 2750 are referred to collectively herein as the “Parties”).

WHEREAS, Atlas and Local 2750 are parties to a collective bargaining agreement setting forth the rates of pay, rules, and working conditions for the Company's Flight Deck Crewmembers, dated as of September 8, 2011 ("CBA");

WHEREAS, the Parties previously entered into a Memorandum of Understanding February 14, 2020 (“Current MOU”);

WHEREAS, Atlas has operations into and out of the locations which have been significantly affected by the outbreak of the novel coronavirus first identified in Wuhan, Hubei Province, China (“COVID-19”);

WHEREAS, the Parties recognize that they have shared interests in ensuring that the Company can continue operations into and out of these locations in a manner that protects the health and well-being of the Crewmembers;

WHEREAS, the Parties also realize there are additional challenges the Crewmembers are encountering in certain locations due to COVID-19, including an inability to obtain meals when on layovers at certain hotels, and there is a desire by Crewmembers for improved hotels and transportation to and from hotels and airports in certain locations, in an effort to stay healthy and avoid contracting COVID-19;

WHEREAS, the Parties have coordinated well to address the Company’s operations during the COVID-19 pandemic and now seek to further address operations impacted by COVID-19; and

WHEREAS, Local 2750 and the Company have reached agreement on the terms that shall temporarily apply to the Company’s operations into and out of the Covered Areas (defined below), and on certain other related COVID-19 matters, and wish to memorialize their agreement in this MOU, which supersedes and replaces in its entirety the “Current MOU”.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the Parties agree as follows:

The following provisions will apply for the duration of this MOU, and will expire upon the conclusion of the MOU:

1. Definitions

- a. “Covered Areas” shall be defined as those locations designated with a “Red” Level 3 Travel Health Notice by the Centers For Disease Control (“CDC”) (i.e., foreign countries with widespread ongoing transmission with restrictions on entry to the United States), as reflected on the CDC website (<https://www.cdc.gov/coronavirus/2019-ncov/travelers/map-and-travel-notices.html>). When the CDC removes such designation from a country, it shall no longer be a “Covered Location” for purposes of this MOU.
- b. “Covered Flying” as used in this MOU shall be defined as flying or deadheading by Company Crewmembers into or out of the Covered Areas. If the CDC designates additional locations with a “Red” Level 3 Travel Health Notice subsequent to the Effective Date of this MOU (thereby expanding the scope of Covered Flying), there shall be a 96-hour grace period before the terms of this MOU apply to such newly-designated locations, measured from the time the CDC assigns such designation to those locations. This grace period is to provide the Company with sufficient time to prepare for such operational changes. Any Crewmembers who have opted out of Covered Flying under the terms of this MOU shall be required to proceed with previously scheduled flying or deadheading to or from newly-designation locations until such 96-hour grace period has expired.

2. The Company will allow line holders to opt-out of Covered Flying in the same manner as Crewmembers are allowed to opt-out of Hostile Area Operations flying consistent with Section 33 of the CBA. Line holders shall give such opt-out notice no later than ninety-six (96) hours before the identified Trip Pairing is scheduled to begin. Reserve line holders shall give at least ninety-six (96) hours’ notice to the Company of their desire not to operate Covered Flying. Crewmembers must notify the Company of their intent to opt-out of Covered Flying consistent with the notice provisions herein via email with the subject of the email entitled “COVID-19 opt-out” to the Atlas Crew Planning Department at hdqcrewplan@atlasair.com, with a copy to Local 2750 at scheduling@iap2750.org. To the extent Crewmembers who have opted out of Covered Flying subsequently desire to opt-in to Covered Flying, Crewmembers should follow the same notification process via email as described herein (with the subject of the email entitled “COVID-19 opt-in”).

3. Crewmembers who bid open time trips containing Covered Flying will not be eligible to subsequently opt out of that trip pursuant to this MOU. A Crewmember who has opted out of Covered Flying who subsequently bids for and is awarded an open time trip containing Covered Flying shall be responsible for operating that trip but shall not be considered to be an opt-in pilot or to have waived his right to remain an opt-out Crewmember upon completion of that trip.

4. Except as provided in Paragraph 3, above, a Crewmember who notifies the Company that he chooses to opt-out of Covered Flying as described in Paragraph 2 above, will not be required to operate or deadhead into or out of Covered Areas.

5. The Company will not deadhead or otherwise use flights into Covered Areas to reposition Crewmembers not directly involved in Covered Flying.

6. A Crewmember who opts out of Covered Flying will be subject to rescheduling by the Company or may be placed on “R1” at the Company’s election.

7. A Crewmember who participates in the Company’s health, dental and/or vision insurance programs set forth in Section 27 of the CBA who suffers bodily harm or illness as a result of Covered Flying shall be covered by such insurance to the same extent as if he were flying into any other international destinations.

8. To the extent permitted by applicable law or regulation, Crewmembers may decline to submit to any test for COVID-19 that the Company and the Union have agreed is overly invasive. Nothing in this Agreement shall limit or otherwise restrict the rights afforded to every Crewmember pursuant to Section 26.R of the CBA.

9. As of the Effective Date of this MOU, the additional benefits applicable to Hostile Area Operations, as set forth in Section 33.E. of the CBA, shall apply to Covered Flying.

10. Medical

a. A Crewmember on a Trip Pairing, or in training, who is non-symptomatic with respect to COVID-19 but who is required by a medical profession to obtain a medical evaluation or by a governmental entity to be quarantined, in the United States or elsewhere based on potential exposure to COVID-19 shall be placed in a sick leave status if the duration of such evaluation or quarantine exceeds four (4) hours. The Crewmember shall not lose Calculated Rig Time (“CRT”) as a result of such sick leave. A Crewmember who is unable to return to his Base within his scheduled Work Days due to such evaluation or quarantine shall be compensated in accordance with Section 3.C.3 of the CBA and Paragraph 11 below, as applicable. The Crewmember’s sick bank will not be charged for use of sick leave during this period. A Crewmember who is not released from such evaluation or quarantine within five (5) hours following arrival of the Crewmember’s Company or commercial flight shall be compensated at four (4) hours of pay.

b. A Crewmember who is symptomatic with respect to COVID-19 or has been diagnosed with COVID-19 shall call in sick. To the extent a Crewmember is symptomatic and has not been diagnosed with COVID-19, such Crewmember must promptly seek to be tested for COVID-19, and promptly provide the Company with the results of that test, and shall remain on sick leave until he receives the results of the test. A Crewmember who has been diagnosed with COVID-19 will be placed on sick leave status for the duration of the treatment and shall be compensated and shall be treated in accordance with paragraph 10.a., above.

c. A Crewmember who, upon return to Base, is unable to return to his residence at the end of a Trip Pairing because he has been actually or potentially exposed to COVID-19 shall be provided, upon his request, a Company-paid hotel room at the Crewmember’s Base or location near his home until he is able to return to his residence or begins a new trip, whichever is earlier, up to a maximum of fourteen (14) days. The Crewmember will be

awarded paid compensatory Days Off on a (1:1) basis for the time the Crewmember is not able to return to his residence. Such compensatory Days will be awarded within ninety (90) days.

11. Crewmembers performing Covered Flying will be compensated in accordance with Section 33.D.1. of the CBA, relating to compensation for Hostile Area Operations.

12. The Company agrees that, commencing with the first Day of the Bid Month in which this MOU is executed and for the duration of this MOU, Section 5.A.3, will be replaced in its entirety with the following language:

“Per Diem Rate: US\$4.00 per hour or fraction thereof.”

As a result of the Company’s agreement to temporarily increase the Crewmembers Per Diem Rate from US\$2.40 to US\$4.00, the Parties further agree that the Company’s recent communications to Crewmembers providing that Crewmembers who are restricted to, or do not choose to leave, their hotels due to COVID-19 could spend up to \$50 per day for room service or delivery is hereby revoked and such expenses are no longer permissible as of the date in which this Paragraph 12 becomes effective.

13. The Company and Union agree that R-3 duties (as defined in the CBA) may be performed at a hotel or other suitable location at or near the R-3 airport. Crewmembers assigned R-3 at an off-airport location shall cooperate to achieve departures within the prescribed timelines in Section 31.D.2 of the CBA, as appropriate.

14. For the duration of this MOU, when the Company is unable to Deadhead Crew Members by Atlas/Polar aircraft or by commercial deadhead, or upon Crewmember request, Sections 6.A.7.c. and 8.A.2 of the CBA regarding Company aircraft shall also include aircraft operated by Southern Air, Inc.

15. The Company may deadhead a Crewmember to or from his Gateway Airport. If such deadhead is at the start or end of a Trip Pairing, the deadhead shall be contained within a Trip Pairing and the Company may complete a pattern to or from the Crewmember’s Base utilizing “phantom” commercial flights, even if such flights are cancelled.

16. Crewmembers operating to a visa-restricted country (e.g., India) may be required to transit into such countries without a visa provided that the Company has made accommodations to ensure safe transit, regardless of any written agreements or understandings between the Parties providing otherwise.

17. The Company will continue to comply with Section 5.G.2 of the CBA; however, the Company reserves its rights under Section 5.G.2 to place Crewmembers away from downtown properties for safety reasons, including COVID-19 related safety reasons, or if local authorities dictate the use of properties at or near the airport. The Company may also utilize single-occupancy military base housing if necessary due to the unavailability of hotel rooms or a quarantine order in effect at a military base. The Company will notify and collaborate with the Union Hotel Committee, and will consider the Committee’s input, when the Company intends to use military

base housing. If the Union Hotel Committee disagrees with the Company’s decision to use military base housing in a specific circumstance, the issue shall be discussed between the Company’s Senior Vice President of Flight Operations (or his designee) and the Trustee of the Union (or his designee). If they are unable to agree, the final decision shall be rendered by P. Douglas McKeen (or such alternative individual on whom the parties agree).

18. The Company agrees to continue to collaborate with Local 2750 in an effort to improve the hotel and transportation options for Crewmembers traveling to, from or within Covered Areas to further mitigate the risk of exposure to COVID-19. In addition, the Company continues to focus on obtaining and providing gloves, masks, wipes and hand sanitizers for Crewmembers on aircraft, to the extent available.

19. Duration

This MOU shall commence as of April 10, 2020 (the “Effective Date”). This MOU will remain in effect until the Company terminates this MOU, which it may do in its absolute discretion after at least two (2) days’ written notice to Local 2750 of the Company’s intent to terminate the MOU. Upon Company termination notice, this MOU will remain in effect until the end of that Bid Month. As of the Effective Date, this MOU supersedes and replaces in its entirety the “Current MOU,” which shall be deemed to have expired as of the day prior to the Effective Date of this MOU (i.e., April 9, 2020).

ACCEPTED AND AGREED BY:

Atlas Air, Inc.

International Brotherhood of Teamsters, Local 2750

By: _____
Jeff Carlson
Sr. Vice President, Flight Operations

By: _____
Robert Kirchner
Trustee

NOTE: This version of the MOU corrects the cross-reference in paragraph 10.b. This is a technical correction only and does not affect the validity or Effective Date of the MOU as originally signed by the parties on April 6, 2020.