

COLLECTIVE BARGAINING AGREEMENT

between

ATLAS AIR, INC.

And

**INTERNATIONAL BROTHERHOOD OF TEAMSTERS,
AIRLINE DIVISION**

**AS REPRESENTATIVE OF THE
FLIGHT DECK CREW MEMBERS
IN THE SERVICE OF ATLAS AIR, INC.**

**EFFECTIVE
SEPTEMBER ____ 2021 TO SEPTEMBER ____ 2026**

ARTICLE 1

RECOGNITION, SCOPE, SUCCESSORSHIP AND LABOR PROTECTIVE PROVISIONS

A. Recognition.

1. In accordance with the National Mediation Board's certification in Case No. R- 7174, issued on December 22, 2008, Atlas Air, Inc. and Polar Air Cargo Worldwide, Inc. (a single Air Carrier collectively referred to as the "Company") recognizes the International Brotherhood of Teamsters, Airline Division as the collective bargaining representative of the flight deck Crew Members employed by the Company.
2. **Purpose of Agreement.** In the mutual interest of the Pilots, the Union, and the Company, the purpose of this Agreement is to provide for orderly collective bargaining relations between the Company and the Union, a method for the prompt and equitable disposition of grievances, and a method for the establishment of pay, rules and working conditions for the Pilots. In making this Agreement, the Union, the Crew Members and the Company agree to cooperate for the advancement of the purpose of this Agreement.
3. **Sole Agreement.** Unless expressly otherwise agreed by the parties, this Agreement shall supersede all existing or previously executed agreements by and between the Company and the Union or any other labor organization or individual Crew Member with respect to the rates of pay, rules, or working conditions specifically covered by the provisions of this Agreement, including appended Letters of Agreement. Any and all subsequent amendments or revisions to this Agreement and to any appended letters of agreement between the parties shall be reduced to writing, signed by their authorized representatives, and become a part of this Agreement.
4. **Characterization and No Discrimination.** Unless expressly otherwise agreed by the parties, whenever the words "Pilot(s)," "employee(s)" or "Crew Member(s)" are used in this Agreement, they designate and refer only to such Crew Members as covered by this Agreement. It is further recognized that whenever in this Agreement Crew Members or jobs are referred to in either the masculine or feminine gender, it shall be understood to mean both male and female Crew Members. It is further understood that the Company and Union will each comply with all applicable laws prohibiting discrimination against any Crew Member who is now, or may become, subject to the terms of this Agreement including age, race, sex, sexual orientation, sexual nonconformity, color, religion, national origin, handicap or disability, or any other characteristic protected by applicable local, state or federal law.
5. The Collective Bargaining Agreement and any formal Letters of Agreement between the Company and the Union may be collectively referred to as the "Agreement."

B. Scope

1. Except as may be provided otherwise in this Article or elsewhere in this Agreement or Letter

of Agreement between the parties, all present or future flying that is performed by or for the Company, including flying performed by a Related Entity (as defined below), and whether or not the crew members doing such flying are based outside the United States, shall be performed by Crew Members on the Atlas Air, Inc. Pilot seniority list in accordance with the terms and conditions of this Agreement or any other applicable agreement between the Company and the Union.

2. Notwithstanding Article B.1., above, the provisions of this Agreement (and the Union's representation rights with respect thereto) shall not apply to the Company's or a Related Entity's flying or crew members if, and to the extent that: (a) the application of this Agreement or any provisions herein is impermissible in light of the applicable laws or regulations of a foreign country as those laws or regulations are presently in effect or may in the future be amended, interpreted, or supplemented, and whether those laws or regulations are administrative, regulatory, legislative, judicial or otherwise in nature, or (b) a foreign governmental authority denies or fails to provide the necessary immigration visas or work permits for Atlas Crew Members to perform such work. The Company shall use reasonable efforts as specified in Article 26.K. to assist Crew Members to obtain the necessary visas and permits. The Company shall promptly notify the Union of any local law or regulation as referred to in this Article.
3. Definitions
 - a. The term "Related Entity" shall mean any air carrier that is: (a) wholly or majority owned (i.e., fifty percent (50%) or more of the equity) by the Company, and (b) that is effectively controlled by the Company.
 - b. The term "flying" as used in this Article shall mean all revenue and non-revenue flying conducted on the Company's or a Related Entity's aircraft, including wet leases for other carriers or entities, or contracting for other carriers or entities (government, military or commercial), but shall not include flying of Company or a Related Entity's aircraft conducted by other entities pursuant to a dry lease.
 - c. A "dry lease" shall refer to a situation wherein the Company or a Related Entity does not provide Crew Members to fly the aircraft that it has leased to another entity.
 - d. The term "effective control" shall mean that the Company or a Related Entity has the decisive right, privilege, or authority – by contract or otherwise – to direct, manage, or direct the management of all or a substantial portion of the air carrier joint venture or similar business arrangement.

C. Affiliated Carriers

Should the Company elect to directly or indirectly sell, lease, or otherwise transfer any aircraft in its control to any airline that is owned controlled, or operated by the Company or Atlas Air World Wide Holdings, Inc. and such transfer would directly cause a reduction in force of the Crew Members covered by this Agreement, the Company shall exercise reasonable efforts to obtain the agreement of the receiving airline to allow the flying of such aircraft to be performed by Crew Members on the Atlas Air seniority list in accordance with the terms of this Agreement.

D. Subcontracted Revenue Flying

1. "Subcontracted Revenue Flying" shall include and be limited to transactions in which the Company pays a sum of money to another air carrier or third-party contractor pursuant to an agreement whereby (i) the other carrier or third-party contractor transports passengers or cargo consigned to the Company using the carrier's or third party contractor's aircraft and/or crew members, and (ii) the Company receives all of the revenue collected for the transport of passengers or cargo on the aircraft.
2. Notwithstanding the provisions of Article 1.B.1., the Company may only engage in Subcontracted Revenue Flying under the following circumstances:
 - a. When the Company determines that it does not have sufficient or appropriate aircraft to perform the Subcontracted Revenue Flying; or
 - b. When the Company determines that it does not have a sufficient number of appropriate-trained Crew Members on any aircraft type to perform the Subcontracted Revenue Flying, and the Company utilizes the crew members and/or aircraft of the other carrier or third-party contractor.
3. The Company shall provide prompt written (but not necessarily prior) notice to the Union of each episode of Subcontracted Revenue Flying. Upon request, the Company shall furnish the Union with all information relevant to the subcontract, including reasons for the subcontract, the equipment to be utilized, the hours of flying, the duration, and the effect of the subcontract upon Crew Members. The Union shall also have the right to periodically review any subcontracts.
4. Each episode of Subcontracted Revenue Flying under Articles 1.D.2.a or 1.D.2.b shall be limited in duration to one hundred eighty (180) days. The time limitations in this Paragraph are not applicable where the Company has exercised its best efforts to obtain sufficient appropriate aircraft or appropriately-trained Crew Members, but has been unable to do so. In situations arising under Articles 1.D.2.b, the Company shall begin the training of Crew Members to fill vacancies created by the addition of aircraft to the Company's fleet within thirty (30) days from the inception of the Subcontracted Revenue Flying.
5. The Company shall not implement a furlough of any Crew Member or reduce any Crew Member in status (i.e. reduced in job classification, position, type of aircraft, or relative seniority bid position) as a direct result of engaging in any such Subcontracted Revenue Flying.
6. In addition to the other restrictions on Subcontracted Revenue Flying set forth in this Article 1.D., the following provisions shall be applicable whenever there are Crew Members on furlough:
 - a. The Company shall provide pay protection for each episode of Subcontracted Revenue Flying when Crew Members are on furlough. The pay protection shall equal the Total

Pay Hours (i.e., Flight Hours or Trip Hour Credit, whichever is greater) that would have been received by the senior crew on furlough (i.e., the two senior pilots) to fly the scheduled trip(s). Once the senior crew's pay protection in a month reaches the applicable minimum monthly guarantee, any additional pay protection for Subcontracted Revenue Flying in that month shall be paid to the next crew (on furlough) in seniority order, and so on.

- b. The pay-protection requirement in Article 1.D.6.a does not apply if the basis for the Subcontracted Revenue Flying is a shortage of aircraft caused by the termination of an aircraft lease. This exception to the pay-protection requirement is only applicable to the first ninety (90) days of the Subcontracted Revenue Flying and only if the Company has exercised its best efforts to obtain additional aircraft. After the first ninety (90) days of Subcontracted Revenue Flying, the Company shall always provide pay protection under Article 1.D.6.a.
7. The provisions of Articles 1.D.2. through 1.D.6., above, are not applicable when the Company engages in Subcontracted Revenue Flying due to circumstances over which it does not have control. The Company may engage in Subcontracted Revenue Flying under such a scenario for a period not to exceed the duration of the circumstance beyond the Company's control. Circumstances beyond the Company's control shall be limited to: an act of nature; a labor dispute; grounding of any Company aircraft by a government agency or court after the effective date of this Agreement; loss or destruction of any Company aircraft; involuntary reduction in flying operations due to a decrease in available fuel supply or other materials critical to the Company's operation; revocation of the Company's operating certificate or route authorities; and war emergency.
8. Subcontracted Revenue Flying does not include flying performed by another air carrier whereby the other carrier transports cargo consigned to the Company pursuant to an interline agreement, a code-share agreement, a marketing agreement, a pro-rate agreement, or a blocked-space agreement. There shall be no contractual restrictions on such flying or any other flying performed pursuant to any other marketing or alliance arrangement, except that the Company shall not furlough any Crew Member or reduce any Crew Member in status (i.e. reduced in job classification, position, type of aircraft, or relative seniority bid position) as a direct result of the entry into or implementation of any such interline, code-share, marketing, pro-rate, blocked-space or alliance agreement or arrangement. It is understood and agreed, however, that nothing in this Article 1.D.8 shall prevent the Company from furloughing or reducing in status any Crew Member for economic reasons independent of the Company's entry into and implementation of such transactions.

E. Successorship

1. The Company shall require any successor, including, without limitation, any assignee or purchaser, transferee, administrator, receiver, executor and/or trustee to cause the Company (i.e., the airline entity that was acquired) to continue to be bound by all the terms of this Agreement as a condition of any transaction that results in a successor, subject to applicable procedures under the Railway Labor Act. For the purposes of this paragraph, a successor

shall be defined as an entity that acquires all or substantially all of the assets or equity of the Company through a single transaction or multi-step related transactions that close within a twelve (12) month period ("Successorship Transaction"). The Company shall provide the Union with written notice of any Successorship Transaction no later than thirty (30) days prior to the closing of the transaction, where practicable, such notice to be subject to any confidentiality restrictions that the Company in its discretion may impose on the Union or legal requirements that may apply.

2. The Company shall give written notice of the existence of this Agreement, and a copy of this Agreement, to any proposed Successor before the Company and the proposed Successor enter into any arrangement or agreement with respect to a potential successor transaction.

F. Labor Protections

1. In the event the Company is acquired and thereafter the acquirer decides there will be a complete operational merger between (i) the Company and the acquirer, or the Company and another air carrier under the control of the acquirer, or (ii) if the acquirer notifies the Union of its intent to integrate the crew member seniority lists of the Company and the acquirer, or the Company and another air carrier under the control of the acquirer, the following shall apply:
 - a. If the Union represents the crew members of the successor then the Union's Merger Policy shall be utilized to integrate the two seniority lists.
 - b. If the crew members of the successor are not represented by the Union then the Company shall use its reasonable efforts to cause the acquiring carrier to provide a seniority integration procedure pursuant to the Union's Merger Policy or Sections 3 and 13 of the Allegheny-Mohawk Labor Protective Provisions, as applicable.
 - c. The integrated list, including any restrictions or conditions attached thereto, shall not impose any retroactive monetary liability on the part of either pre-merger carrier, nor shall such integrated list requires any upgrade or transition training of any crew member from either carrier.
2. In the event (i) the Company acquires another air carrier and the Company decides there will be a complete operational merger between the Company and such other air carrier, or if the Company notifies the Union of its intent to integrate the crew member seniority lists of the respective carriers, or (ii) in the event the Company decides there will be a complete operational merger between the Company and an affiliated air carrier, or if the Company notifies the Union of its intent to integrate the crew member seniority lists of the Company and an affiliated air carrier, the following shall apply:
 - a. Seniority List Integration:
 - i. If the Union represents the crew members of the carrier to be merged with the Company then the Union's Merger Policy shall be utilized to integrate the two

seniority lists.

- ii. If the crew members of the two pre-merger carriers are represented by different labor organizations then the two lists shall be merged using Allegheny-Mohawk Labor Protective Provisions, Sections 3 and 13 unless the two labor organizations mutually agree to utilize an alternative method.
 - iii. If the crew members of the carrier to be merged with the Company are not represented by a labor organization, then the two lists shall be merged using Allegheny-Mohawk Labor Protective Provisions, Sections 3 and 13.
 - iv. The integrated list, including any restrictions or conditions attached thereto, shall not impose any retroactive monetary liability on the part of either pre-merger carrier, nor shall such integrated list require any upgrade or transition training of any crew members from either carrier.
- b. Collective Bargaining Agreement:
- i. If the crew members of the acquired carrier are not represented by a labor organization, then no later than ninety (90) days after the Union's presentation to the Company of a merged seniority list that complies with the provisions of this Article 1.F.2., the Company shall cause the crew members of the acquired carrier to become subject to and covered by the terms and conditions of this Agreement.
 - ii. If the crew members of the acquired carrier are represented by a labor organization other than the Union, then no later than ninety (90) days after (1) the Union's presentation to the Company of a merged seniority list that complies with the provisions of this Article 1.F.2., and (2) a designation by the National Mediation Board of the post-merger representative of the integrated crew member class and craft, the collective bargaining agreement of the post-merger representative that was in effect immediately prior to the integration of the class and craft shall become applicable to all crew members on the merged seniority list.
 - iii. If the crew members of the acquired carrier are represented by the Union, then the parties shall on a timely basis begin negotiations to merge the two pre-integration collective bargaining agreements into one agreement. If a merged agreement has not been executed within nine (9) months from the date that the Union presents to the Company a merged seniority list that complies with the provisions of this Article 1.F.2., the parties shall jointly submit the outstanding issues to binding interest arbitration. The interest arbitration shall commence within thirty (30) days from the conclusion of negotiations contemplated by this paragraph, and a final decision shall be issued within sixty (60) days of closure of the arbitration record.
3. For the purposes of this Article 1.F., "complete operational merger" shall mean the combination of all or substantially all of the assets of the two carriers.
4. Notwithstanding anything in this Article 1.F. to the contrary, in the absence of a complete

operational merger as determined by the Company, neither the Company nor any successor shall be under any obligation to integrate the two work forces, and either may operate both workforces independently pursuant to their respective pre-existing collective bargaining agreements (if any).

G. Management Rights

1. Except as may be limited by the express provisions of this Agreement, the Company retains the sole and exclusive right to manage and operate its business, including, but not limited to, direct its Crew Member workforce; determine the appropriate number of Crew Members; hire, promote, and discharge Crew Members; establish and enforce rules of conduct; maintain discipline and efficiency; introduce new equipment; determine the location(s) of the work force, operations, and facilities; plan, direct and control operations; expand, limit or curtail operations when it deems advisable to do so; sell all or part of the business; sell or lease aircraft or facilities; determine when and where to operate scheduled or unscheduled flights; determine marketing methods and strategies; enter into code-sharing, affiliation or marketing arrangements with other air carriers; and invests (including equity investments) in other business entities, including other air carriers.
2. The Company's exercise of any retained right in a particular manner, or the non-exercise of such right in any particular manner, shall not operate as a waiver of the Company's rights hereunder, or preclude the Company from exercising its right(s) in a different manner in the future.
3. The past practices, employment policies, interim agreements, or other understandings established prior to the effective date of this Agreement shall not create any precedent or contractual right(s) in favor of the Union or the Crew Members it represents, nor shall such create any precedent, contractual, or legal obligation(s) on the part of the Company to continue such practices, policies, agreements, or understandings.
4. Notwithstanding the provisions of Articles 1.G.1, 1.G.2., and 1.G.3., above, the Company agrees to engage in constructive dialog with the Union regarding any issue that the Union believes may or has materially impact(ed) the terms and conditions affecting the Crew Members covered herein.

H. Expedited Adjustment Board Procedures

1. Any grievance filed by the Company or Union alleging a violation of Section 1 shall bypass the initial steps of the grievance process and shall be submitted, heard, and resolved through binding arbitration on an expedited basis directly before the Atlas Crew Members' System Board of Adjustment sitting with a neutral arbitrator. The dispute shall be heard as soon as possible after submission to the System Board and decided no later than thirty (30) days after the close of the hearing, unless the parties agree otherwise in writing.
2. The neutral arbitrator shall be selected by the parties by mutual agreement, or by an alternate strike method, if necessary, from a standing panel of seven (7) arbitrators, each of whom shall belong to the National Academy of Arbitrators and be experienced in disputes arising under the Air Carrier collective bargaining agreements. The panel will be designated before

this Agreement becomes effective.

I. Information Production

The Company agrees to provide the Union, upon request, with documents and information reasonably necessary to determine compliance with Article 1. Proprietary, sensitive or confidential information shall be subject to a standard confidentiality agreement, if required by the Company.

J. No Alter Ego Carrier

The Company shall not create an “alter ego” to avoid the terms and conditions of the Agreement.

K. Railway Labor Act Extraterritoriality

The parties agree to apply this Agreement to flying anywhere in the world and the Company agrees not to raise a defense to any grievance or legal proceeding arising out of the interpretation or application of this Agreement based on the asserted absence of extraterritorial Railway Labor Act applicability.

ARTICLE 2

DEFINITIONS

- A. Accrued Vacation:** The vacation time (i.e., the number of weeks or Days) a Crew Member is accumulating in a calendar year for use in the next calendar year.
- B. Active Service:** All service with the Company that is compensated through wages, sick Days or vacation.
- C. Administrative Duty:** Work for the Company other than Crew Member flight duties and duties related to flight duties (e.g., deadhead, layover, training).
- D. Affirmatively Accepts:** An action taken by a Crew Member when in a Minimum Rest Period or Pre-Duty Rest Period evidencing his consent (e.g., checking a box on an electronic communication indicating the revision has been accepted, or informing the Company by telephone that the revision has been accepted). Merely reading or receiving an electronic communication or discussing a revision with Company personnel is not affirmative acceptance.
- E. Agreement:** This Collective Bargaining Agreement and any side letters to the Agreement, memorandum of understanding and letters of agreement made contemporaneous with or expressly part of this Collective Bargaining Agreement.
- F. Atlas Air Pilots' Master Seniority List:** The list of Crew Members whose name appears on the seniority list contained within this Agreement on its effective date and as revised in accordance with this Agreement.
- G. Award Day (AWRD):** A previously awarded or assigned Work Day that is unassigned and free from all Work.
- H. Base:** A geographical location/airport to which Crew Members are awarded or assigned for bidding purposes.
- I. Bid Line:** A Crew Member's awarded or assigned Trip Pairing(s) and Days Off for a Bid Month.
- J. Bid List:** A Base-specific Crew Member list ordered in seniority and containing the Crew Members' Categories and seniority numbers.
- K. Bid Period:** A period of time which may consist of one (1) Bid Month or two (2) Bid Months combined.
- L. Block Hours:** The period from the time the aircraft blocks out until the aircraft blocks in again. Block in shall be the moment that an aircraft comes to complete rest in the blocks. Block out shall be the time when an aircraft's brakes are released and push back or taxi begins.
- M. Captain:** A Crew Member who is in first command of the aircraft and its Crew Members, and whose primary responsibilities include the manipulation of the controls of the aircraft while

underway.

- N. Category:** A combination of a Crew Member's Status and aircraft type (e.g., B747 Captain, B767 First Officer).
- O. Check Pilot:** A Crew Member who is authorized and qualified to give Federal Aviation Administration and/or Company required checks and initial operating experience.
- P. Checking Event:** An evaluation or certification event that is given to Crew Members and is required by the Federal Aviation Administration.
- Q. Cockpit Voice Recorder:** Any device, equipment or system maintained on board an aircraft that monitors or records a Crew Member's voice while he is on the aircraft.
- R. Crew Member:** A Captain or First Officer whose name appropriately appears on the Atlas Air Pilots' Master Seniority List.
- S. Crew Member Training Instructor (CTI):** A Crew Member assigned to one of the following positions in a Bid Month, as well as to any other Crew Member performing instructor or training department duties: Designated Examiner, Line Check Pilot, Proficiency Check Pilot/Simulator Check Pilot, Simulator Instructor, or Ground School Instructor.
- T. Day:** A consecutive twenty-four (24) hour period beginning at 0700Z and ending at 0659Z UTC.
- U. Day Off:** A scheduled twenty-four (24) hour period free from all Company duty beginning at 0700Z and ending at 0659Z UTC.
- V. Duty Day:** A twenty-four (24) hour period, or fraction thereof, commencing at the scheduled or actual report time, whichever is later, of the Crew Member and continuing until his release time upon completion of duty.
- W. Earned Vacation:** The vacation time (i.e. the number of weeks or Days) a Crew Member is entitled to use in a calendar year.
- X. First Officer:** A Crew Member who is second-in-command of the aircraft and its Crew Members and whose primary responsibilities are to assist or relieve the Captain in navigation, communication and manipulation of aircraft controls while underway.
- Y. Flight Data Recorder:** Any device, equipment or system maintained on board an aircraft that transmits and/or records and/or collects inflight data on the subjects of Crew Member, aircraft component or aircraft performance.
- Z. Footprint:** The period of time between the report time and the release time in a Crew Member's awarded or assigned Trip Pairing.
- AA. GMT/UTC/Z/ZULU:** Refers to Coordinated Universal Time.
- BB. Layover Period:** The period of time, if any, between the end of the Minimum Rest Period and the commencement of the Pre-Duty Rest Period.

- CC. Longevity:** The cumulative time a Crew Member has been in Active Service with the Company as a Crew Member, and shall begin accruing the day the Crew Member begins training and shall continue to accrue uninterrupted except as provided in the Agreement.
- DD. Minimum Rest Period:** A period of time free of all responsibility for Work or duty following completion of a duty period and during which time the Crew Member cannot be required to be contactable by the Company.
- EE. New Hire:** A Crew Member who is in his initial training period who has not completed his operating experience.
- FF. Originally Scheduled Departure/Report Time:** The departure/report time that was last communicated and scheduled prior to the Crew Member entering the Minimum Rest Period or Pre-Duty Rest Period, whichever is applicable.
- GG. Pay Day:** A day on which a Crew Member is paid by the Company. Pay Days will be the 15th and the last calendar day of each calendar month. Should a Pay Day fall on Saturday or Sunday the pay will be issued on the previous Friday. Should a Pay Day fall on a holiday, the pay will be issued the calendar day before the holiday. All pay above minimum guarantee, per diem and expense reimbursements for the previous Bid Month shall be on the second pay check of the month.
- HH. Position:** A Crew Member's Status, equipment type, and Base.
- II. Position Vacancy:** A Position posted or to be posted for bidding in accordance with Article 24.
- JJ. Pre-Duty Rest Period:** A ten (10) hour period of time free of all responsibility for Work or duty prior to the commencement of a duty period and during which time the Crew Member cannot be required to be contactable by the Company. Pre-Duty Rest may overlap in whole or in part with Minimum Rest.
- KK. Reserve Crew Member/Reserve Line Holder:** A Crew Member who has been awarded or assigned a Reserve Line.
- LL. Status:** Captain or First Officer.
- MM. Training Center:** The metropolitan area in which training is primarily conducted for a specific fleet.
- NN. Transportation Local In Nature:** The rest accommodation is within thirty (30) minutes travel time of the location where duty begins or ends, except when the Company and Union agree on a different time(s) for a particular location(s) consistent with current practices.
- OO. Trip Pairing:** One or more consecutive Duty Days and the specific assignments associated with such Duty Days. Except as otherwise set forth in the Agreement, a "Trip Pairing" begins when a Crew Member first reports for duty and ends when the Crew Member is released into a Day(s) Off.
- PP. Work:** A flight assignment, a deadhead assignment, reserve, layover or training (other than distant learning).
- QQ. Work Day:** Any Day on which a Crew Member performs or is required to be available to

Post-Arbitration Award JCBA

perform Work.

ARTICLE 3 **COMPENSATION**

A. RATES OF PAY

1. A Crew Member's hourly pay rate shall be based on his Longevity and Status in accordance with the following tables:

B747 SERIESCAPTAIN					
YOS	DOS	DOS+1	DOS+2	DOS+3	DOS+4
1	225.27	232.03	238.99	246.16	253.55
2	230.91	237.83	244.97	252.32	259.89
3	236.68	243.78	251.09	258.63	266.38
4	242.60	249.87	257.37	265.09	273.04
5	248.66	256.12	263.80	271.72	279.87
6	254.88	262.52	270.40	278.51	286.87
7	261.25	269.09	277.16	285.47	294.04
8	267.78	275.81	284.09	292.61	301.39
9	274.48	282.71	291.19	299.93	308.92
10	281.34	289.78	298.47	307.42	316.65
11	288.37	297.02	305.93	315.11	324.56
12	295.58	304.45	313.58	322.99	332.68

B747 SERIESFO					
YOS	DOS	DOS+1	DOS+2	DOS+3	DOS+4
1	117.00	120.51	124.13	127.85	131.68
2	129.23	133.11	137.10	141.21	145.45
3	160.94	165.77	170.74	175.87	181.14
4	164.97	169.91	175.01	180.26	185.67
5	169.09	174.16	179.39	184.77	190.31
6	173.32	178.52	183.87	189.39	195.07
7	177.65	182.98	188.47	194.12	199.95
8	182.09	187.55	193.18	198.98	204.95
9	186.64	192.24	198.01	203.95	210.07
10	191.31	197.05	202.96	209.05	215.32
11	196.09	201.97	208.03	214.28	220.70
12	200.99	207.02	213.23	219.63	226.22

B777 SERIESCAPTAIN					
YOS	DOS	DOS+1	DOS+2	DOS+3	DOS+4
1	219.55	226.14	232.92	239.91	247.11
2	225.04	231.79	238.75	245.91	253.29
3	230.67	237.59	244.72	252.06	259.62
4	236.43	243.53	250.83	258.36	266.11
5	242.35	249.62	257.10	264.82	272.76
6	248.40	255.86	263.53	271.44	279.58
7	254.61	262.25	270.12	278.22	286.57
8	260.98	268.81	276.87	285.18	293.73
9	267.50	275.53	283.79	292.31	301.08
10	274.19	282.42	290.89	299.62	308.60
11	281.05	289.48	298.16	307.11	316.32
12	288.07	296.71	305.62	314.78	324.23

B777 SERIESFO					
YOS	DOS	DOS+1	DOS+2	DOS+3	DOS+4
1	101.62	104.67	107.81	111.04	114.37
2	129.24	133.11	137.11	141.22	145.46
3	156.85	161.56	166.41	171.40	176.54
4	160.78	165.60	170.57	175.68	180.95
5	164.79	169.74	174.83	180.08	185.48
6	168.91	173.98	179.20	184.58	190.11
7	173.14	178.33	183.68	189.19	194.87
8	177.47	182.79	188.27	193.92	199.74
9	181.90	187.36	192.98	198.77	204.73
10	186.45	192.04	197.80	203.74	209.85
11	191.11	196.84	202.75	208.83	215.10
12	195.89	201.77	207.82	214.05	220.47

B767 SERIESCAPTAIN					
YOS	DOS	DOS+1	DOS+2	DOS+3	DOS+4
1	213.83	220.25	226.85	233.66	240.67
2	219.18	225.75	232.52	239.50	246.69
3	224.66	231.40	238.34	245.49	252.85
4	230.27	237.18	244.30	251.62	259.17
5	236.03	243.11	250.40	257.92	265.65
6	241.93	249.19	256.66	264.36	272.29
7	247.98	255.42	263.08	270.97	279.10
8	254.18	261.80	269.66	277.75	286.08
9	260.53	268.35	276.40	284.69	293.23
10	267.05	275.06	283.31	291.81	300.56
11	273.72	281.93	290.39	299.10	308.08
12	280.56	288.98	297.65	306.58	315.78

B767 SERIESFO					
YOS	DOS	DOS+1	DOS+2	DOS+3	DOS+4
1	88.81	91.47	94.22	97.05	99.96
2	122.93	126.62	130.42	134.33	138.36
3	152.77	157.35	162.07	166.93	171.94
4	156.59	161.28	166.12	171.10	176.24
5	160.50	165.31	170.27	175.38	180.64
6	164.51	169.45	174.53	179.77	185.16
7	168.63	173.68	178.89	184.26	189.79
8	172.84	178.03	183.37	188.87	194.53
9	177.16	182.48	187.95	193.59	199.40
10	181.59	187.04	192.65	198.43	204.38
11	186.13	191.71	197.47	203.39	209.49
12	190.78	196.51	202.40	208.47	214.73

B737 SERIESCAPTAIN					
YOS	DOS	DOS+1	DOS+2	DOS+3	DOS+4
1	171.01	176.14	181.42	186.86	192.47
2	175.28	180.54	185.96	191.53	197.28
3	179.66	185.05	190.60	196.32	202.21
4	184.15	189.68	195.37	201.23	207.27
5	188.76	194.42	200.25	206.26	212.45
6	193.48	199.28	205.26	211.42	217.76
7	198.31	204.26	210.39	216.70	223.20
8	203.27	209.37	215.65	222.12	228.78
9	208.35	214.60	221.04	227.67	234.50
10	213.56	219.97	226.57	233.37	240.37
11	218.90	225.47	232.23	239.20	246.38
12	224.37	231.11	238.04	245.18	252.54

B737 SERIESFO					
YOS	DOS	DOS+1	DOS+2	DOS+3	DOS+4
1	88.81	91.47	94.22	97.05	99.96
2	105.49	108.66	111.91	115.27	118.73
3	122.17	125.84	129.61	133.50	137.50
4	125.23	128.98	132.85	136.84	140.94
5	128.36	132.21	136.17	140.26	144.47
6	131.56	135.51	139.58	143.76	148.08
7	134.85	138.90	143.07	147.36	151.78
8	138.23	142.37	146.64	151.04	155.57
9	141.68	145.93	150.31	154.82	159.46
10	145.22	149.58	154.07	158.69	163.45
11	148.85	153.32	157.92	162.66	167.54
12	152.57	157.15	161.87	166.72	171.72

- a. Longevity Increases. In a Bid Month in which a Crew Member changes Longevity steps (e.g., second year to third year), the higher hourly rate will be applicable for the entire Bid Month.
- b. Changes in Rates of Pay
 - i. In a month in which a Crew Member changes to a higher Position (e.g., upgrade from First Officer to Captain), including promotion to a temporary Position, his hourly rate shall be the applicable pay rate for the Work he performs in each Position. For purposes of this subsection 3.A.1.b.i., the Crew Member shall not be considered to have performed Work in the higher pay Position until he successfully completes training, including Operating Experience (OE), if applicable, for the

higher Position.

- ii. In a month in which a Crew Member changes to a lower Position (e.g., downgrade from Captain to First Officer), his hourly rate shall be the applicable pay rate for the Work he performs in each Position. For the purposes of this subsection 3.A.1.b.ii., the time that a Crew Member begins any required training for the change in Position shall be considered Work in that Position.

c. Crew Member Training Instructor (CTI) Overrides

Designated Examiners will be compensated at a rate of one hundred and fifteen percent (115%) of his hourly rate of pay and all other CTIs will be compensated at a rate of one hundred and ten percent (110%) of his hourly rate of pay for each Bid Month while they are listed by the Company for the Bid Month as a CTI.

- d. Distant Learning. A Crew Member shall be compensated at two hundred dollars (\$200) for completion of any Company-directed distant learning up to four (4) hours and fifty (\$50.00) for each additional hour or partial hour required as part of that same distant learning course. The Company, in consultation with the Union Training Committee (UTC), shall determine the time necessary for the completion of distant learning courses. Distant learning shall not include any preparatory study that a Crew Member must accomplish in advance of and/or during recurrent training, upgrade training, transition training, and/or similar training.
- e. New Hire Training Pay. A New Hire Crew Member shall receive \$1,600.00 per month in lieu of any other compensation set forth in this Article 3 from his date of hire to completion of Operating Experience or for four (4) months, whichever occurs first. Thereafter, the Crew Member shall be compensated in accordance with this Article 3 in the same manner as other Crew Members.

2. Pay and Credit Ratios:

a. Pay and credit ratios shall be determined as follows:

- i. When a Crew Member performs flight duty as part of any Crew, the Crew Member will be credited and paid for actual block time or scheduled block time for the flight on a one-for-one (1:1) basis, whichever is greater.
- ii. When a Crew Member deadheads on Company aircraft, commercial flight, or via surface transportation (other than surface transportation local in nature), the Crew Member will be credited and paid the applicable hourly rate of pay on a one-for-two (1:2) basis. Commercial deadhead and deadhead by surface transportation shall be based on scheduled block time. Deadhead on Company aircraft shall be based on scheduled block time or actual block time, whichever is greater.
- iii. When a Crew Member reports for an operating flight or deadhead duty at an airport and the flight does not operate, or any other duty assignment, he will be credited and

paid not less than two (2) hours.

- iv. When a Crew Member receives less than fourteen (14) Days of training in a Bid Month to include ground school training, simulator training, simulator support, or simulator checking associated with training, the Crew Member will be credited and paid 3.76 hours for each Day of training or fraction thereof, at the applicable rate.
- v. When a Crew receives fourteen (14) Days or more of training in a Bid Month to include ground school training, simulator training, simulator support, or simulator checking associated with training, the Crew Member will be credited and paid Minimum Monthly Guarantee.
- vi. When a CTI performs required simulator training/support/checking/briefing and/or debriefing, he will be credited and paid one (1) hour for each hour performed.
- vii. When a CTI provides ground school instruction, he will be credited and paid five (5) hours for each Day.
- viii. When a Crew Member performs Administrative Duty, the Crew Member will be credited and paid four (4) hours for each Day of Administrative Duty performed. A Crew Member may not be involuntarily assigned to Administrative Duty.
- ix. When a Crew Member is performing duties at an airport in conjunction with a scheduled flight and the Crew Member performs a taxi movement(s), either prior to or after a flight, the Crew Member shall be paid for the taxi movement on the basis of block time. However, if a Crew Member reports to the airport for the sole purpose of performing a taxi movement with no planned flight activities, he shall receive credit for actual block time or as provided in Article 3.A.2.a.iii., above, whichever is greater.
- x. When a Crew Member is assigned R-3, one (1) hour for each two (2) hours of R-3.
- xi. When a Crew Member uses a sick Day, the Crew Member will be credited and paid 3.76 hours per Day up to the applicable Minimum Monthly Guarantee in accordance with Article 14.C.
- xii. When a Crew Member uses a vacation Day, the Crew Member will be credited and paid 3.76 hours for each Day of vacation.
- xiii. When the Pilot-in-Command of a flight agrees that the Crew Members will perform a maintenance-related engine start, the primary Crew Members (but not augmented Crew Members, if assigned to the flight) will be paid and credited one (1) hour for each engine-start event, in addition to any other contractually required pay and credit.
- xiv. If a Crew Member is not returned to his Base prior to commencing a Guaranteed Day Off, he will be credited and paid twelve (12) hours, in addition to any other

contractually required credit and pay.

- xv. When a Crew Member is on a Union Leave of Absence or conducting any other Union Business (UB), he will be credited and paid five (5) hours per Day.
- b. Calculated Rig Time (CRT) shall be determined as follows:
 - i. Except as provided below, CRT commences when a Crew Member:
 - A. First reports for an Operating flight,
 - B. Deadheads (excluding deadhead travel between the Crew Member's Base and/or residence and a Company training facility)
 - C. Begins his first R-2 or R-3 period, whichever is applicable, or
 - D. Reports for a trip that departs from a training location (including deadhead).
 - ii. CRT continues until the Crew Member is released per his actual schedule to R1, to training, or to a block of Days Off.
 - iii. In a month in which a Crew Member participates in training or Administrative Duties, CRT shall not accrue while performing such duties or deadheading between the Work location and the Crew Member's Base.
 - iv. No CRT credit shall accrue on a calendar day in which a Crew Member becomes unavailable for flight duties (e.g., uses a sick Day, a personal emergency), regardless of location.
 - v. All such CRT calculations shall be based on the Crew Member's actual schedule as posted in the Crew Management System.
 - vi. A Crew Member shall receive CRT credit equal to one (1) hour of credit for every 4.95 hours of CRT.
 - vii. A Crew Member who has begun his Trip Pairing, is assigned R-1 and then subsequently returned to a new Trip Pairing(s) will receive Trip Rig for the entire period.
- c. Bid Line Guarantee
 - i. The Bid Line Guarantee of a Crew Member who has been awarded or assigned a Primary Line will be equal to the Bid Line credit associated with his awarded or assigned Bid Line as published in the Bid package, provided the awarded line contains no conflicts in accordance with Article 25.I.8, 25.J or 25.K.
 - ii. When a Crew Member's awarded or assigned Primary Line is conflicted as defined in Article 25.I.8, 25.J, or 25.K., the Crew Member's Bid Line Guarantee shall be the new value calculated after conflicts are resolved.

- iii. The Bid Line Guarantee values determined in this Article 3.A.2.c shall be applicable provided the Crew Member remains available for flight duties on each of the scheduled Duty Days without interruption. A Crew Member who calls out fatigued pursuant to paragraph F of the Fatigue Risk Management Letter of Agreement shall be considered “available” for purposes of this Article 3.A.2.c.iii. unless the Fatigue Risk Management Committee determines that the fatigue call should have been a sick call.
- iv. A Crewmember that trades or drops trips in accordance with Article 25.R shall have his Bid Line Guarantee value adjusted based on the hours gained or reduced as a result of such trades or drops.

B. MINIMUM MONTHLY GUARANTEE

- 1. Except as otherwise provided for in this Article 3.B., a Crew Member who is available for Work on each Day that he is scheduled for duty during the Bid Month shall be entitled to receive a Minimum Monthly Guarantee of sixty-four (64) hours of pay at his applicable hourly wage rate. A Crew Member who is scheduled as a CTI for the Bid Month and is available for Work on each Day that he is scheduled for duty during that Bid Month shall be entitled to receive a Minimum Monthly Guarantee of seventy-four (74) hours.
- 2. If a Crew Member is not on pay status on any Day(s) of his scheduled assignment for the Bid Month, his Minimum Monthly Guarantee shall be pro-rated to reflect the number of scheduled Days missed, i.e., reduced by one-seventeenth (1/17) for each Work Day the Crew Member is not available.
- 3. The monthly guarantee for a Crew Member assigned to an Out-Base shall be one hundred and thirty (130) hours.
- 4. Each unassigned Crew Member who is eligible for flight duty shall receive pay under Article 3.C., below.

C. BID MONTH PAY

Bid Month Pay for a Crew Member (other than a Crew Member in training for fourteen (14) or more Days in the Bid Month) shall be the sum of the following:

- 1. Pay for a Crew Member for Work performed on Duty Days that were included in his originally awarded or assigned schedule for the Bid Month (i.e., an originally scheduled Day “on”) shall be the greater of:
 - a. The sum of pay credits described in Article 3.A.2.a., above;
 - b. The sum of CRT described in Article 3.A.2.b., above;
 - c. The Bid Line Guarantee described in Article 3.A.2.c., above; or

- d. The Minimum Monthly Guarantee under Article 3.B., above.
- 2. Pay for a Crew Member for Work performed, if any, on Days that were not included in his originally awarded or assigned schedule for the Bid Month (i.e., an originally scheduled Day Off) shall be the greater of:
 - a. The sum of pay credits described in subsection 3.A.2.a., above; or
 - b. The sum of CRT described in subsection 3.A.2.b., above.
- 3. If a Crew Member picks up Open Time in accordance with Article 25.Q., is voluntarily extended in accordance with Article 25.N.1.d.(ii), 25.N.2.b., or 25.N.3.c., or is extended into Days Off in accordance with Article 25.O.2., he shall receive additional pay in accordance with the following:
 - a. First Day, or portion thereof, beyond schedule: two (2) hours
 - b. Second Day, or portion thereof, beyond schedule: four (4) hours
 - c. Third Day, or portion thereof, beyond schedule: six (6) hours
 - d. If a Crew Member is involuntarily extended more than three (3) Days beyond his originally awarded or assigned schedule, he shall receive twelve (12) hours of pay for each such Day, or portion thereof, except in the case of a Crew Member who performs Open Time flying and is subsequently involuntarily extended beyond a third Day, in which case, Article 3.C.3.c. applies to the Days the Crew Member is involuntarily extended.
 - e. If a Crew Member volunteers (i.e., extends or Open Time flying) to Work more than three (3) Days beyond his originally awarded or assigned schedule, he will receive extended duty pay under Article 3.C.3.c., above.
 - f. The extended duty pay provisions of this Article 3.C.3. shall not apply to Crew Members while attending training or deadhead associated with such training.
 - g. A Crew Member who trades trips, including trading with Days Off, with another Crew Member shall be compensated in accordance with 25.R.4.

D. INITIAL, TRANSITION, AND UPGRADE TRAINING GUARANTEE

- 1. If a Crew Member is in initial, transition or upgrade training for an entire Bid Month, he shall be paid the Minimum Monthly Guarantee under Article 3.B., above.
- 2. If a Crew Member is in initial, transition, or upgrade training for less than a full Bid Month, he shall be paid under Articles 3.C.1.a. and 3.C.1.d, above, except for New Hires who shall be paid pursuant to Article 3.A.1.e.
- 3. Extended duty pay provisions of this Agreement do not apply to a Crew Member while

attending initial, transition, or upgrade training.

E. OUT-BASE ASSIGNMENTS

1. If an Out-Base assignment from the prior Bid Month carries over into the current Bid Month but the Crew Member does not Work an Out-Base assignment in the current Bid Month, any Days of carry over shall count towards his required seventeen (17) Days of regular Work in the current Bid Month and shall be credited against the Crew Member's guarantee for the current Bid Month.
2. If a Crew Member's Out-Base assignment is cancelled after it has commenced, the Crew Member shall be entitled to only his normal monthly guarantee for up to seventeen (17) Days of the Out-Base assignment and three (3) hours additional guarantee for each Day beyond seventeen (17) Days, provided that the total guarantee for the Out-Base assignment shall not exceed one hundred and thirty (130) hours.

F. GENERAL

1. A Crew Member's normal monthly pay shall be dispersed in two (2) payments, such disbursements to be made on the last day of each calendar month (to include one-half (1/2) of the Minimum Monthly Guarantee and overtime and per diem, if any, from the previous Bid Month) and on the fifteenth (15th) day of each calendar month (to include one-half (1/2) of the Minimum Monthly Guarantee). Should a regularly scheduled payday fall on a weekend or bank holiday, the pay disbursement will be made on the weekday immediately prior to such weekend day or holiday.
2. Crew Members shall have the option to receive their pay distributions by electronic direct deposit.
3. The Company will provide each Crew Member with an electronic pay disbursement record by a secure means. A Crew Member may elect to have a paper copy of a pay disbursement mailed to the Crew Member's residence. The pay disbursement record will include, at a minimum, the following:
 - a. Total amount of normal pay for the pay period.
 - b. Total amount of overtime pay for the pay period.
 - c. Per diem paid.
 - d. All deductions or withholdings made, including but not limited to federal and state taxes, FICA, insurance premiums, Union dues, and 401(k) withholdings.
 - e. Total amount of 401(k) contributions for the pay period.
4. The Company shall make sick and vacation balance information available to Crew Members on a monthly basis (e.g., on GlobalNet). The Company will undertake steps to accomplish inclusion of sick and vacation balance on electronic pay disbursement records.

5. If a Crew Member raises a dispute regarding his pay and the Company denies such dispute, it shall inform the Crew Member of the reason for the denial.

G. Union Flight Pay Loss

1. In accordance with Article 13.I, the Local Union President and up to two other Union members as designated by the Local Union President will be credited and paid one- hundred and five (105) hours a month.
2. When a Crew Member perform Union Business he will be credited and paid in accordance with Article 3.A.2.a.xv.
3. A Crew Member will receive CRT for each Day of approved Union Leave of Absence. For CRT calculation purposes, one Day of Union Business will be equal to twenty-four (24) hours of time away from Base.

ARTICLE 4

PROFIT SHARING

A. General

1. Crew Members shall be eligible to participate in the Atlas Air, Inc. Profit Sharing Plan (the "Plan") as such Plan is applicable to Crew Members. The Plan shall be amended, as necessary, to provide for the matters set forth in this Article 4. The Company will provide any amended Plan documents to the Union in advance for review.
2. Except as provided herein, all terms and conditions of the Plan (including but not limited to eligibility requirements and methods of allocation) shall remain in full force and effect and shall not be changed so as to materially reduce the level of participation by Crew Members or benefits provided to Crew Members without the concurrence of the Union, except to the extent such changes are required by law.
3. Crew Members who are not actively employed by the Company on the date of payment, other than Pilots who resigned, were on furlough status, or were discharged for just cause on or before the date of payment, shall receive payment pursuant to the terms of the Plan.
4. All terms not specifically defined in this Article 4 shall have the meaning ascribed to them in the Plan.
5. If a Crew Member's employment terminates in a Plan (calendar) year by reason of death, or if an eligible Retired Crew Member dies in a Plan (calendar) year, the Plan will pay all of that Crew Member's and Retired Crew Member's Annual Profit Sharing Allocation for that Plan year to his beneficiary as designated by him in his Company-provided life insurance policy.

B. Profit Sharing Calculation and Payment

1. The Annual Profit Sharing Allocation (as defined in the Plan) for Crew Members shall continue to be calculated from Pre-Tax Profits (as defined in the Plan) consistent with the terms of the Plan. However, for each Plan year, Pre-Tax Profits will be reduced by \$50 million.
2. The Annual Profit Sharing Allocation for Crew Members shall be based on the Company's Annual Profit Sharing Contribution (as defined in the Plan). The percentage of the Company's annual Pre-Tax Profits to be used to determine the Company's Annual Profit Sharing Contribution for Crew Members shall be ten percent (10%) as provided in the Plan.
3. For auditing purposes, the Company shall provide the Local Union President, or his designee, a report showing the Annual Profit Sharing Allocation, identifying the Crew Members who will be receiving a share of the Annual Profit Sharing Allocation (and those who will not be), and explaining and demonstrating the calculation used to apportion the Annual Profit Sharing Allocation among the Crew Members. The Company shall provide

this report by March 31st of the calendar year following the calendar year for which the profit sharing to be distributed is based.

4. To the extent there are profits to be distributed, profit sharing will be paid no later than April 30th of the calendar year following the calendar year for which the profit sharing to be distributed is based.

ARTICLE 5

TRAVEL EXPENSES

A. PER DIEM

1. Except as provided in Article 11.A.6., a Crew Member shall receive per diem, at the rate set forth in Article 5.A.2., below, from the scheduled or actual report time at the beginning of his assignment, whichever is later, at his Base, until the actual release time at the end of his assignment at his Base. If a Crew Member is released from his assignment at a location other than his Base pursuant to an agreement between the Crew Member and the Company, the Crew Member's per diem will be calculated as if he had been released at the completion of his scheduled return at his Base.
2. Per Diem Rate: Two dollars and seventy-five cents (\$2.75) CONUS and three dollars and fifty cents (\$3.50) OCONUS per hour, or fraction thereof. The Per Diem rates shall be increased by ten cents (\$.10) on January 1st of each year.

B. CREW MEMBER ACTUAL EXPENSES

1. Any legitimate business-related expenses incurred by the Crew Member are subject to reimbursement. Except as limited in this Agreement, the Company shall have the right to establish procedures that a Crew Member must follow in seeking reimbursement for such expenses. The Company shall reimburse the expenses within forty-five (45) days of the Crew Member's compliance with the reimbursement procedures.
2. The Company shall provide Crew Members with a Company credit card which the Crew Member may use solely for legitimate business-related expenses, where direct bill arrangements have not been made by the Company. The Company shall indemnify and hold Crew Members harmless for any legitimate business-related expenses charged to the Company credit card.
3. In the event that a Crew Member's bag is misplaced or lost while on a Trip Pairing through no fault of the Crew Member, the Crew Member may, if authorized by a Duty Pilot, use the Company credit card to purchase personal items necessary to complete the Trip Pairing. If the Crew Member pays for such items out-of-pocket, such purchases shall be subject to reimbursement pursuant to Article 5.B.1., above.
4. A Crew Member shall not be required to submit receipts to reconcile charges on the Company credit card for charges that are less than seventy-five dollars (\$75.00).

C. GROUND TRANSPORTATION

1. The Company shall arrange for all transportation between the airport and the hotel, between a Training Center and a training hotel, or between hotels when it is necessary to transfer a Crew Member from one hotel to another. When the Company contracts for such transportation, the following criteria will be met:

- a. Well maintained, late model vehicles.
 - b. A minimum of five hundred thousand dollars (\$500,000) of liability insurance, or the relevant legally mandated minimum liability insurance for commercial transportation providers, whichever is greater.
 - c. Seatbelts for all occupants.
 - d. Transportation companies that employ only appropriately licensed drivers.
 - e. Vehicles of adequate size for the number of occupants, their luggage, and flight bags.
2. In the event the Company fails to arrange for transportation from the airport to the hotel, or the transportation does not arrive within thirty (30) minutes of the Crew Member's actual block-in time, the Crew Member may obtain alternate transportation to the hotel by any reasonable means available, after informing the Company of his intention to do so. Likewise, in the event the Company fails to arrange for transportation from the hotel to the airport, or the transportation does not arrive within thirty (30) minutes of its scheduled arrival time at the hotel, the Crew Member shall inform the Company of the transportation issue, and may obtain alternate transportation to the airport by any reasonable means available. The Crew Member may utilize the Company credit card for such alternate transportation or, at his election, he may pay the cost of such transportation out of pocket, in which case the actual cost of such transportation would be subject to reimbursement pursuant to Article 5.B.1., above.
3. The Company shall maintain a list of all companies with which the Company has contracts for lodging or transportation. This list shall be available to Crew Members by a mutually agreeable method. This list shall include the names of the companies, their telephone numbers, if gratuity is included, and the scheduled pick up time prior to departure. This list will be updated as required; however, the Company shall notify the Union Travel and Hotel Committee when any change occurs.

D. HOTEL ACCOMMODATIONS

1. When a Crew Member is entitled to a hotel room under the circumstances listed in Article 5.D.6., below, the Company shall provide the Crew Member, at no cost to the Crew Member, with a hotel room that meets the following minimum standards (unless waived by the Union Travel and Hotel Committee).
 - a. Adequate security.
 - b. The Crew Member's safety is not known to be at risk by staying at the hotel.
 - c. Satisfies basic standards of cleanliness.

- d. There are restaurant(s) in the hotel and/or in the immediate vicinity of the hotel.
 - e. Equipped with telephones access.
 - f. Equipped with a private bathroom and shower.
 - g. Non-smoking room (unless the Crew Member requests a smoking room).
 - h. Not a ground floor room (unless the Crew Member consents or no other rooms are available).
 - i. Not a handicap-accessible room (unless the Crew Member consents or no other rooms are available).
 - j. The Company shall ensure that every layover hotel providing accommodations to Crew Members provides in-room WiFi internet access.
 - k. Window coverings in room that block light.
 - l. At least a full-sized bed.
 - m. Sprinkler system and smoke detectors that satisfy local regulation.
 - n. Room not accessible from outside corridor.
 - o. Rooms located away from elevators, ice and vending machines (unless the Crew Member consents or no other rooms are available).
2. If there are any additional charges for the services or requirements listed in Article 5.D.1., above not paid by the Company directly, the Crew Member may utilize the Company credit card for such charges, or pay them out-of-pocket in which case those charges are subject to reimbursement pursuant to Article 5.B.1., above.
3. In addition to the standards listed in subsection 5.D.1., above, the Company will attempt to meet the following guidelines in selecting hotels:
- a. In the case of a training event scheduled to last ten (10) days or longer, in-room microwave and refrigerator.
 - b. Access to exercise facilities on-site or in the immediate vicinity and arranged for by the hotel (any fees for such exercise facilities to be paid by the Crew Member).
4. The Company will make every reasonable effort to contract with hotels which provide breakfast at no cost to the Crew Member. If the hotel offers free breakfast to other guests, the Company will not contract for a no-breakfast room rate.
5. Lodging for Extended Layovers
- a. When a Crew Member is scheduled for a layover in excess of eighteen (18) hours, the

Company shall book a hotel that is located “downtown” (i.e., located within a city’s core business district) or away from downtown but within walking distance of non- fast food restaurants, shops and/or movie theatres, consistent with current practice. This subsection shall not apply when the Company determines for safety reasons it is unsafe to place Crew Members at a location referred to herein or where the Company flies to a location on an infrequent basis (i.e., less than six (6) times per year).

- b. A Crew Member may waive the requirements of Article 5.D.5.a., above.
 - c. The Company and the Union may agree to select a hotel that does not meet the requirements of Article 5.D.5.a., above, but the Union reserves the right to rescind such agreement, upon reasonable notice to the Company sufficient for it to locate Crew Member lodging that complies with Article 5.D.5.a.
6. The Company shall provide a single occupancy hotel accommodation for a Crew Member who:
- a. is on a scheduled layover and/or requires legal rest away from his Base, except as provided for in Article 11.A.6; or
 - b. is on an in-transit stop (e.g., maintenance delays, fueling, loading/unloading or waiting to deadhead) for at least five (5) hours from block-in to block-out; or
 - c. is in training, except that lodging for a Crew Member who resides within seventy-five (75) miles of the Training Center shall be governed by Article 11.A.6.; or
 - d. is on R-2 (“Hotel Reserve”) status; or
 - e. is performing non-flight assignments at a location more than fifty (50) miles from his residence; or
 - f. is on a layover, scheduled or otherwise, of less than seventy-two hours (72:00) at his Base; or
 - g. is at his Base at the end of his Duty Day, and his Duty Day has exceeded sixteen (16) hours (including any deadhead), and the Crew Member requests hotel accommodations.
7. A Crew Member may obtain alternate hotel accommodations that are consistent with the provisions set forth in Article 5.D.1., above, under the circumstances and conditions listed below. Prior to obtaining such alternate hotel accommodations, the Crew Member must contact the Company’s Travel Department to provide the Company an opportunity to resolve the hotel issue. If the Crew Member does not have access to his room within thirty (30) minutes after contacting the Travel Department, the Crew Member may obtain other hotel accommodations pursuant to this Article 5.D.7. The Crew Member shall inform the Company of the alternate hotel accommodations he has arranged.
- a. The Company fails to arrange for hotel accommodations as required under this Article 5.D.; or

- b. The Company fails to provide the Crew Member with confirmation no later than thirty (30) minutes after block-in that such accommodations have been made; or
 - c. The Crew Member's hotel room is not available upon his arrival at the hotel arranged by the Company.
 - d. The Crew Member may use the Company's credit card when exercising his rights pursuant to this Article 5.D.7., including for transportation to the other hotel, or he may pay those charges out-of-pocket, in which case those expenses shall be subject to reimbursement pursuant to Article 5.B.1., above.
8. Unless agreed otherwise by both parties, the Company shall meet with the Union Travel and Hotel Committee no less than bi-weekly, via in-person or telephone conferences, to review travel and hotel issues related to the criteria set forth in this Article 5, discuss improvements to the quality of hotels regularly utilized by Crew Members, consider Committee recommendations before making additions and deletions to the group of hotels regularly utilized by Crew Members, and to address other travel and hotel-related matters.

E. CREW MEALS/CATERING

- 1. Crew meals shall be provided in accordance with the Company's Ground Administration Manual and Appendix 5-A. Appendix 5-A shall remain in effect unless modified by mutual agreement of the Company and the Union.
- 2. When the Company is obligated to provide crew meals on a flight in accordance with Article 5.E.1., above, the Company shall provide catering for all operating and deadheading Crew Members, as well as to jumpseating Crew Members who have listed on the flight at least twelve (12) hours in advance. The Company shall have no obligation to provide catering when Crew Members are travelling on commercial aircraft or by ground transportation.
- 3. The Company shall endeavor to provide crew meals that are American/Western style, unless otherwise approved by the Union Catering Committee.
- 4. When catering is required, under this Agreement, Crew Members shall be provided a minimum of two (2) meal choices. For augmented crews, or when deadheading Crew Members are traveling, a minimum of three (3) meal choices shall be provided.
- 5. Unless agreed otherwise by both parties, the Company shall meet with the Union Catering Committee no less than bi-weekly, via in-person or telephone conferences, to review catering issues.

F. GENERAL

- 1. When possible, the Company shall make hotel reservations with a confirmation number in advance of the Crew Member's departure to the overnight location.

2. The Company shall publish to all Crew Members its Flight Deck Crew Travel Policy and Procedures (“Travel Policy”), including any amendments the Company may make to such Travel Policy. The Travel Policy and amendments thereto will not conflict with this Agreement. Prior to publishing amendments to the Travel Policy, the Company shall send an advance copy of the amendments to the Union and will consider any changes proposed by the Union.

APPENDIX 5-A

Crew Food Minimum Standards			
Description	Block Time		
	0 to 3:59 hrs.	4 to 7:59 hrs.	8+ hrs.
Sandwich Tray (Equivalent Number of Sandwiches per CM)	2*	2	2
Fresh Fruit (Equivalent of Whole Fruit per CM)	2	2	2
Soda-Assorted (12 ounce cans per CM)	2	3	3
Water (Liters per CM)	1	2	3
Hot Meals (per CM)	0	1	2

Hot Meal Type by Time							
		Departure Time Local					
		0000 to 0600		0601 to 1400		1401 to 2359	
Meal Type		1st Meal	2nd Meal	1st Meal	2nd Meal	1st Meal	2nd Meal
Breakfast		X					X
Lunch			X	X			
Dinner					X	X	

* If catering cannot deliver the sandwich tray to JFK without delaying the flight, the Company may provide power bars in lieu of a sandwich tray for flights that are two (2) hours or less.

ARTICLE 6

GATEWAY TRAVEL

A. Company provided travel to and from an eligible Crew Member's residence and accommodations related to an assignment ("Gateway Travel") will be provided in accordance with and subject to the following:

1. Gateway Travel Airports

- a. The Company shall designate the airports from which and to which Gateway Travel will be provided to eligible Crew Members. There shall be no minimum or maximum number of airports so designated. To qualify for designation as a Gateway Travel Airport, the airport must have sufficient commercial Part 121 air carrier service so as to provide competitive airfares. The Company shall consider input provided by the Union regarding adding or deleting Gateway Travel Airports, with the intent to be to provide airports that are convenient for the Crew Member while at the same time afford the Company the ability to minimize the cost of providing Gateway Travel.
- b. The following airports are currently designated as Gateway Travel Airports. The Company shall publish any additions or deletions to this list on a timely basis.

Gateway Travel Airports				
ABE	CRP	GTR	MGM	RIC
ABQ	CRW	HLN	MHT	RNO
ADQ	CVG	HNL	MIA	ROA
AEX	CWA	HOU	MKE	ROC
AGS	DAB	HPN	MLB	RSW
ALB	DAY	HSV	MLI	SAC
ANC	DCA	IAD	MLU	SAN
ASE	DEN	IAH	MOB	SAT
ATL	DFW	ICT	MRY	SAV
ATW	DHN	IDA	MSN	SBA
AUS	DLH	ILM	MSO	SBP
AVL	DRO	IND	MSP	SDF
AVP	DSM	ISP	MSY	SEA
AZO	DTW	ITH	MTJ	SFO
BDL	ECP	ITO	MYR	SGF
BGR	EGE	JAC	OAJ	SGU

Gateway Travel Airports				
BHM	ELP	JAN	OAK	SHV
BIL	EUG	JAX	OGG	SJT
BIS	EVV	JFK	OKC	SLC
BMI	EWN	JNU	OMA	SMF
BNA	EWR	KOA	ONT	SNA
BOI	EYW	LAN	ORD	SRQ
BOS	FAI	LAS	ORF	STL
BTR	FAR	LAX	PAE	SYR
BTV	FAT	LBB	PBI	TLH
BUF	FAY	LEX	PDX	TPA
BWI	FCA	LFT	PHF	TRI
BZN	FLG	LGA	PHL	TUL
CAE	FLL	LIH	PHX	TUS
CAK	FSD	LIT	PIA	TVC
CHA	FWA	LNK	PIT	TYR
CHO	GEG	MBS	PNS	TYS
CHS	GJT	MCI	PSC	VPS
CID	GNV	MCO	PSP	XNA
CLE	GPT	MDT	PVD	
CLT	GRB	MDW	PWM	
CMH	GRR	MEM	RAP	
COS	GSO	MFE	RDM	
CPR	GSP	MFR	RDU	

No deletions shall be made to the list or any future list of Gateway Travel Airports without the concurrence of the Union, provided, however, that such concurrence will not be withheld if an airport no longer meets the qualifications in Article 6.A.1.a. Any disputes regarding the deletion or addition of a Gateway Travel Airport will be resolved pursuant to the provisions of Article 20.B. and Article 20.D.

- c. Unless mutually agreed otherwise between the Company and the Crew Member, Gateway Travel will be provided to an eligible Crew Member from a Gateway Travel Airport located within one hundred and thirty (130) miles from the Crew Member's residence. If more than one Gateway Travel Airport is located within one hundred and thirty (130) miles from the Crew Member's residence, the Company shall designate the airport from which the travel is to be provided, which may vary from assignment to assignment.
- d. Unless mutually agreed otherwise between the Company and the Crew Member, if an

eligible Crew Member's residence is more than one hundred and thirty (130) miles from the nearest Gateway Travel Airport, then the Company, at its discretion, shall provide Gateway Travel either from the Gateway Travel Airport that is nearest the Crew Member's residence or from a Gateway Travel Airport that is within fifty (50) miles of such nearest Gateway Travel Airport.

- e. Unless mutually agreed otherwise between the Company and the Crew Member, a Crew Member being provided Gateway Travel shall be returned to the same Gateway Travel Airport from which he departed.

2. Crew Member Eligibility for Gateway Travel

- a. A Crew Member will not be eligible for Gateway Travel if his residence is within one hundred and thirty (130) miles of his Base.
- b. A Crew Member who is based at a location within the United States but whose residence is outside the United States will not be eligible for Gateway Travel until he arrives in the United States at a Gateway Travel Airport of the Crew Member's choosing.
- c. The application of the Gateway Travel Program to Crew Members based at a location outside the United States, if any, shall be determined in accordance with Article 1.
- d. Nothing herein shall preclude the Company, in its sole discretion, from extending Gateway Travel benefits (either on a temporary or permanent basis) to an otherwise ineligible Crew Member in the event of extraordinary circumstances or hardship. If such benefits are extended the Company may set out the parameters of eligibility, including but not limited to duration. The decision of the Company shall be final, and there shall be no right on the part of any Crew Member or the Union to utilize the provisions of Article 20 or Article 21 to grieve or otherwise challenge the Company's decision to grant or deny Gateway Travel benefits to Crew Members in such circumstances or the parameters of such eligibility.

3. When Gateway Travel is to be provided

- a. In order to timely position a Crew Member for his assignment, Gateway Travel to an assignment may be required of the Crew Member on an otherwise scheduled Day Off, and shall not entitle the Crew Member to any compensation for such.
- b. Gateway Travel from an assignment will be scheduled to return the Crew Member to his Gateway Travel Airport no later than twenty-four (24) hours after the conclusion of the Crew Member's assignment, provided, however, that no Gateway Travel from an assignment will be provided if the Crew Member's next assignment is to commence within forty-eight (48) hours of the actual conclusion of his current assignment.

4. Gateway Travel Hotel Accommodations and Per Diem

- a. If a Crew Member is required to Gateway Travel on a Day Off he will be provided with hotel accommodations at his Base until the start of his assignment.

- b. If an otherwise Gateway Travel eligible Crew Member is not eligible for Gateway Travel at the end of his assignment pursuant to Article 6.A.3.b., above, the Crew Member shall be provided hotel accommodations at his Base between such assignments.
- c. Except as provided in Article 6.A.4.d., below, a Crew Member shall not be entitled to per diem or other expenses as a result of any time spent in Gateway Travel or between assignments.
- d. A Crew Member who is eligible for Gateway Travel shall receive per diem and hotel accommodations while assigned to reserve at his Base if reserve status at his Base is permitted under Article 25 and Article 31.

5. Alternative Travel

- a. If a Crew Member eligible for Gateway Travel requests alternative travel (i.e., travel from other than a Gateway Travel Airport within one hundred and thirty (130) miles of the Crew Member's residence, or travel to a location that is not a Gateway Travel Airport within one hundred and thirty (130) miles of the Crew Member's residence) and the cost of providing such alternative travel is less than the cost of providing Gateway Travel, then, at the Company's discretion, the Crew Member may be provided with such alternative travel.
- b. At the Company's discretion and direction, a Crew Member eligible for Gateway Travel may be provided Gateway Travel to other than his Base to begin an assignment in lieu of Gateway Travel to the Crew Member's Base followed by a deadhead to flight duty. The provisions of this Article 6.A.5.b. are not intended to cause the Crew Member to incur any loss of pay.

6. Expeditious Travel

- a. The Company shall arrange for Gateway Travel in accordance with the following (in descending order) and subject to Articles 6.A.6.b. and 6.A.6.c., below:
 - i. The Company shall arrange for non-stop travel when it is available.
 - ii. If non-stop travel is not available, the Company shall arrange for one-connection travel when it is available. The Company shall select the shortest connection time available.
 - iii. If one-connection travel is not available, the Company shall arrange for two-connection travel. The Company shall select the shortest connection times available.
 - iv. The connect times in Articles 6.A.6.a.(ii) and 6.A.6.a.(iii), above, shall be chosen after the cost triggers referenced in Articles 6.A.6.b. and 6.A.6.c., below, have been reviewed.
- b. Notwithstanding the above, the Company may in the first instance arrange for Gateway Travel under Article 6.A.6.a.(ii), above, if the cost of Gateway Travel under Article

- 6.A.6.a.(i), above, exceeds the cost of Gateway Travel under Article 6.A.6.a.(ii), above by more than fifteen (15) percent of the Base Price and the scheduled connection time is less than two (2) hours.
- c. Notwithstanding the above, the Company may arrange for Gateway Travel under Article 6.A.6.a.(iii), above, if the cost of Gateway Travel under Article 6.A.6.a.(ii), above, exceeds the cost of Gateway Travel under Article 6.A.6.a.(iii), above, by more than fifteen (15) percent of the Base Price and the scheduled connection times are less than two (2) hours for each connection.
 - d. The Base Price is defined by as the lowest price available to the Company's travel department by utilizing current airline contracts and the reservation system used by the Company.
 - e. When arranging travel under Articles 6.A.6.a.(ii). or 6.A.6.a.(iii), above, the Company shall utilize the same carrier or a code sharing partner, unless it is not possible to do so.
 - f. If the Company cannot comply with Article 6.A.6.a.(i). as a result of a labor dispute, weather or flight cancellations, or compliance would result in a Crew Member being illegal to perform a duty assignment, receiving less than twelve (12) hours of rest prior to an operating or deadhead segment or booked on the last flight of the day, the Company shall schedule Gateway Travel in accordance with the descending order provisions of Article 6.A.6.a. unless one or more of the conditions referred to herein makes it impossible to do so. In such a case, the Company remains obligated to arrange for Gateway Travel in accordance with Article 6.A.3.b.

7. General

- a. Gateway Travel shall not be considered Work or duty for any purpose, including but not limited to pay, per diem, or duty time limitations.
- b. Crew Member travel to and from a Gateway Travel Airport, including but not limited to mileage expense, tolls, parking, and any other related expenses shall be the responsibility of the Crew Member.
- c. Gateway Travel by air shall be coach class and shall be booked on a carrier of the Company's choosing. Further, Gateway Travel may be provided on Company aircraft. Nothing herein shall preclude the Company from providing Gateway Travel via other than air transportation.
- d. The Company is not responsible for delays, cancellations or flights missed by the Crew Member.
- e. The references in this Article 6 to the one hundred and thirty (130) mile distance shall be determined by the most direct ground transportation routing as determined by a reputable source (e.g., Mapquest, AAA, Google Maps).

ARTICLE 7

VACATION

A. VACATION ACCRUAL

1. Each Crew Member shall accrue vacation in accordance with his years of service, pursuant to this Article 7.A.1. for each month in which he is on Active Service as a Crew Member for at least fifteen (15) Days.
 - a. A Crew Member with less than six (6) years of Active Service shall accrue vacation at the rate of one and seventeen hundredths (1.17) Days per month (14 Days per year).
 - b. A Crew Member with six (6) through eleven (11) years of Active Service shall accrue vacation at the rate of one and three quarters (1.75) Days per month (21 Days per year).
 - c. A Crew Member with twelve (12) or more years of Active Service shall accrue vacation at the rate of two and thirty-three hundredths (2.33) Days per month (28 Days per year).
2. A Crew Member shall begin to accrue vacation on his date of hire, but shall forfeit any Accrued Vacation if he does not successfully complete new-hire training.
3. There shall be no carryover of unused vacation, except as provided in Article 7.E.3.b., below. Vacations not bid in the preceding year for use in the current year, or otherwise used or paid out during the current year, shall be paid out on the second pay period after January 1st of the following year.

B. VACATION PAY AND USAGE

1. Vacation accrued during one calendar year may not be taken until January 1st of the following calendar year without Company approval. Notwithstanding the preceding sentence, a Crew Member with a FMLA qualifying event or who exhausts his sick leave bank while still on sick leave may take Accrued Vacation and/or Earned Vacation, at his option, in order to supplement his FMLA or sick leave.
2. A Crew Member shall receive vacation pay at his then current hourly rate of pay as set forth in Article 3, and the Company shall make a corresponding deduction from the Crew Member's vacation accrual.
3. Each Day of vacation shall be paid at ~~3.76~~ hours.

C. VACATION SCHEDULING

1. On or before September 1st of each year the Company shall publish a system-wide vacation bid sheet containing the allocation of vacation periods for the following calendar year. The vacation bid sheet shall indicate the maximum number of Crew Members, by Status and

- equipment type, who may be on vacation during each vacation period.
2. The Company shall post the vacation bid on the Company website.
 3. Each vacation period published shall consist of a single block of seven (7) consecutive Days.
 - a. A Crew Member may split his vacation Days into as many as four (4) separate periods provided that each period contains a minimum of seven (7) vacation Days.
 - b. A Crew Member who has accrued fewer than seven (7) vacation Days must take all of his vacation Days in a single period.
 - c. A Crew Member who has accrued more than seven (7) vacation Days may take his vacation in blocks of seven (7), fourteen (14), twenty-one (21) or twenty-eight (28) Days, less any amount of Days for a partial accrual during the year).
 - d. To the extent such Crew Member's Accrued Vacation Days are not evenly divisible by seven (7), the following shall apply with respect to the remaining vacation Days:
 - i. If the Crew Member has one (1) or two (2) Accrued Vacation Days remaining, those may not be bid but instead will be attached to the beginning or end of one of the Crew Member's awarded vacation blocks. The Crew Member will select the vacation week, and where to attach the Days.
 - ii. If the Crew Member has three (3) to six (6) Accrued Vacation Days remaining, those may be bid in a block separate from the Crew Member's other vacation blocks.
 4. Vacation will be bid and awarded as follows:
 - a. Unless the Crew Member is bidding for the entire month off option pursuant to Article 7.C.4.b., below, a Crew Member's vacation period can consist of up to four (4) weeks, provided the entire vacation period is contiguous. As an example, a Crew Member with three (3) weeks of vacation may bid for three (3) weeks of vacation in one Bid Month, or may bid for vacation for the last two (2) weeks in one Bid Month and the first week of the following Bid Month.
 - b. A Crew Member may indicate on the bid a desire to bid the entire month off option and the software will award any two weeks during that Bid Month, if his seniority can hold them, in order to achieve the full month off option.
 - c. The first vacation bid will be distributed and open no later than 1700z on September 1st. The first vacation bid will close at 1700z on September 14th and will be awarded no later than 1700z on September 20th.
 - d. The second vacation bid will be distributed and open no later than 1700z on September 25th. The second vacation bid will close at 1700z on October 9th and will be awarded no later than 1700z on October 14th.

- e. The third vacation bid will be distributed and open no later than 1700z on October 19th. The third vacation bid will close at 1700z on November 2nd and will be awarded no later than 1700z on November 7th.
- 5. For each Status and equipment type, vacations shall be awarded on the basis of seniority.
- 6. Vacation awards will be published on the Company website.
- 7. Any available vacation periods that have not been awarded will be awarded in seniority order in a monthly bid process, including those Crew Members who are required to re-bid their vacation pursuant to Article 7.C.9, below and any other Crew Members who have unawarded vacation. The vacation periods that will be subject to the monthly bid will be those available two months after the month in which the bidding occurs through the rest of the calendar year. (E.g., the bidding in February will be for vacation periods available in April through December.) The bid period will open on the 1st of the month at 1700Z and close on the 5th of the month at 1700Z to be awarded no later than the 15th of the month at 1700Z. Crew Members who are required to re-bid their vacation pursuant to Article 7.C.9, below may bid from periods made available in the subsequent calendar year.
- 8. Vacations, once awarded, may be changed in the bid month at any time by mutual agreement between the Crew Member and the Company.
- 9. Re-Bidding of Vacation
 - a. A Crew Member who voluntarily changes his Status and/or equipment type after the vacation bids have been awarded must re-bid his vacation entitlement in the subsequent twelve (12) month period for his new Status and/or equipment type under the following circumstances:
 - i. The required training for his new position conflicts with his awarded vacation; or
 - ii. The Company has already awarded the allotted number of vacation slots for the Crew Member's new Status and/or equipment type for the period in which the Crew Member's vacation was awarded.
 - b. When vacation is re-bid pursuant to Article 7.C.9.a., above, it shall be awarded in seniority order amongst those Crew Members then rebidding pursuant to Article 7.C.7., above. If there are less than four (4) vacation periods published as available for re-bidding for each Crew Member, the Company shall make additional vacation periods available so each Crew Member bidding has at least four (4) vacation period options.
 - c. In the case of an involuntary change in Status and/or equipment type, the provisions of Article 7.E.3., below, shall apply.
 - d. In lieu of re-bidding his vacation, the Crew Member shall have the option of being paid out for the lost vacation referenced in Article 7.C.9.a., above. This vacation pay shall be added to the greater of Bid Month Pay under Article 3.C. or applicable Minimum Monthly Guarantee.

D. VACATION SCHEDULING ADJUSTMENT PROCEDURE

1. A Crew Member with at least fourteen (14) Days of vacation in a Bid Month will have his vacation for that Bid Month handled in the following manner:
 - a. Unless the Crew Member elects to exercise the option in Article 7.D.1.b, below, the Crew Member's vacation will be treated as covering the Crew Member's entire schedule for the Bid Month. The Crew Member will not participate in the bidding process for the Bid Month, and shall receive the applicable Minimum Monthly Guarantee. Any vacation Days in the Bid Month in excess of fourteen (14) Days will be credited and paid in addition to any other contractually required credit and pay.
 - b. In the annual vacation bid posting, the Company will designate the months in which a Crew Member may elect to treat all vacation as occurring on Days Off. With respect to any of these designated months, the Crew Member must make such an election by the first day of the calendar month that is two months before the Bid Month in which the Crew Member has vacation. (E.g., if the Crew Member has at least fourteen (14) Days of vacation in June, the deadline would be April 1st). When a Crew Member makes such an election:
 - i. All vacation Days will be paid out in accordance with Article 7.B.3., above, in addition to any other contractually required credit and pay.
 - ii. The Crew Member will be responsible to fly his schedule for the Bid Month in accordance with Article 25.
 - c. A Crew Member on a fixed pattern line who is awarded a full month off vacation option will indicate the group of Work Days to drop that are straddling two months. (e.g. A crew member who has vacation in August will indicate to drop either the July – August transition or the August – September transition).
2. A Crew Member with less than fourteen (14) Days of vacation in a Bid Month may slide his vacation so as to conflict with Work Day(s) subject to the following:
 - a. Vacation Day(s) must remain in a continuous block of Days after any slide has been completed.
 - b. All vacation slides will be anchored within the original vacation award. At least one Day of the vacation period must remain as originally scheduled.
 - c. If a vacation period overlaps with a Crew Member's assigned block of Work Days and Days Off, then the Crew Member may slide vacation Day(s) in the direction of a block of Work until a total conflict of vacation Days with Work Day(s) is initially achieved, if possible, at which point the vacation may not slide further. At least one vacation Day must remain as originally scheduled (i.e. "anchored").
 - d. Partially conflicted vacation may slide but must abut Days-Off.

- e. If any vacation period does not overlap with a block of Work, the Crew Member may slide the vacation either way allowing a conflict with Work Day(s), but a minimum of one vacation Day must remain as originally scheduled (i.e. “anchored”).
 - f. The procedure for communicating requests for vacation slides will be described in the monthly bidding materials as described in Article 25.F and in accordance with Article 25.L of this Agreement. The request for vacation slides must be submitted as follows:
 - i. A Crew Member awarded or assigned a line shall submit his request no earlier than the opening of bidding under Article 25.L.2 of this Agreement and no later than thirty-six (36) hours after the deadline of the posting of the initial bid awards for the Bid Period in accordance with Article 25.L.4.
 - ii. A Crew Member awarded or assigned a 30-Day or 60-Day line with vacation may slide the vacation into the subsequent Bid Month, provided the vacation slide touches an anchor point within the originally awarded vacation week.
 - iii. A vacation week moved in accordance with Article 7.D.2.f.ii., above may be adjusted one additional time in accordance with this Article 7.D.2., once the Crew Member receives the Bid Award for the affected month. Such adjustment must be in the same direction as the initial vacation slide and must continue to touch an anchor point within the Crew Member’s originally awarded vacation week. (e.g. A Crew Member’s awarded vacation week is April 30th through May 6th. In February, the Crew Member is awarded a 60 Day line. The Crew Member may elect to slide his vacation period into May. In April when the Crew Member is awarded a schedule for May, he can then slide his vacation in the same direction, provided his vacation slide touches an anchor point within the originally awarded vacation week.)
 - g. The Crew Members will send requests to Crew Planning by email (or by other reasonable means as communicated by the Company to Crew Members) and copy the Union Scheduling Committee. A Crew Member may amend his request at any time within the time frame set forth in Article 7.D.2.f., above.
- 3. If Article 7.D.2.e above precludes a Crew Member from conflicting his scheduled vacation with Work Days, the Crew Member may request a move of vacation in accordance with Article 7.C.8.
 - 4. Fully conflicted vacation may be slid in either direction (with anchor).
 - 5. The Company may designate up to four (4) vacation weeks as exempt from the provisions of Article 7.D.2., above with a maximum of one (1) exempt week per calendar month. The Company will identify all exempt vacation weeks in the bidding materials distributed in accordance with Article 7.E.1. Notwithstanding the foregoing, nothing in this Article 7.D.5. will preclude a Crew Member from sliding his vacation Days outside of the designated exempt week(s) pursuant to the terms provided herein.
 - 6. Subject to the exceptions provided in Article 7.D.2., Article 7.D.3., and Article 7.D.5., above, or as otherwise provided herein, the Company will grant the Crew Member’s request.

7. If a Crew Member exercises rights under Article 7.D.2., above, and there are three (3) or fewer Work Days remaining on the Trip Pairing to which the vacation was moved, the Company will designate such Days as “AWRD” Days which are not subject to flying or assignment Days. A vacation slide is not required to activate the “AWRD” Day provisions and only one (1) such set of “AWRD” Days can abut a vacation. If the Crew Member so chooses, he may elect to fly on his original Work Days. The terms of this Article 7.D.7., will be set forth in the bidding materials prepared by the Company in accordance with Article 7.E.1.
8. Nothing in this Article 7.D. limits a Crew Member’s right to substitute a remaining available vacation period for his awarded vacation in accordance with Article 7.C.7., above, or to change his awarded vacation by mutual agreement of the Crew Member and the Company in accordance with Article 7.C.8., above.
9. The Company will not schedule a Crew Member in a manner that prevents him from taking all of his awarded vacation prior to resuming duty. In that regard, the Company will, at the Crew Member’s election, schedule the Crew Members so that:
 - a. The Crew Member will be returned to his Base no later than 0701z on the Work Day immediately prior to his first Day of vacation.
 - b. Such Crew Member will be scheduled for R-1 (Home Reserve) on the first Work Day after his vacation ends.
 - c. Such requests must be made by the Crew Member within the same timeframe described in Article 7.D.2.f., above.

E. GENERAL

1. The Company shall make available each year a sufficient number of vacation periods to ensure that each Crew Member has an opportunity to receive a vacation equal to the amount of Accrued Vacation in the prior calendar year. There shall be no blackout periods during the calendar year. Prior to publishing vacation periods for bidding, the Company shall meet and confer with the Scheduling Committee to discuss the number of vacation periods to be made available in each calendar week.
2. Buddy Bid
 - a. The Company shall award Crew Members in the same Category their “buddy bid” vacation preference(s). The senior Crew Member shall inform the Company that he wishes to be awarded the same vacation period(s) as a junior Crew Member. The junior Crew Member will be awarded his highest preference among the vacation periods he bid for which at least two slots are available. The Company shall provide Crew Members with a form for exercising rights under this Article 7.E.2.
 - b. Crew Members in a different Category who elect to buddy bid will be removed from the vacation bid process and will be permitted to select their vacation period from among

those identical vacation periods, if any, remaining in each Crew Member's Category after all other vacation bids have been processed and awarded within each vacation bid pursuant to Article 7.C.4. If there are no identical vacation periods available, each Crew Member will bid for their vacation in accordance with Articles 7.C.7 and 7.C.9

3. A Crew Member's vacation may only be cancelled by the Company based on an operational necessity that was not reasonably foreseeable at the time of the posting of the vacation bid sheet during the prior calendar year. In the event of a vacation cancellation, the Company shall provide the Crew Member with as much notice as reasonably possible. If the Company cancels a Crew Member's vacation, the following procedures shall apply:
 - a. The Company shall reimburse the Crew Member, upon receipt of adequate documentation, for all non-refundable expenses directly associated with the cancellation of the Crew Member's vacation. Nothing shall preclude the Company from attempting to recover any non-refundable expenses from third parties.
 - b. The Crew Member may select, and the Company shall grant, a make-up vacation period(s) during the subsequent twelve (12) months. notwithstanding any limitations expressed in Article 7.E.1., above. In furtherance thereof, the Company shall make available at least one (1) vacation period in nine (9) of the twelve (12) months. A "remaining available vacation period(s)" within the meaning of Article 7.D.8., above, shall count toward the Company's obligation in a particular month. The Crew Member shall be credited and paid for the make-up vacation periods. This rescheduled vacation may not be cancelled by the Company.
 - c. At the Crew Member's election, the Company shall pay the Crew Member for the cancelled vacation Day(s) at a rate of one hundred fifty percent (150%), in lieu of a make-up vacation period. This vacation pay shall be added to the greater of Bid Monthly Pay under Article 3.C or the applicable Minimum Monthly Guarantee.
4. The Company shall have the right, for any reason, to offer Crew Members an option of electing vacation pay in lieu of time off. This offer of vacation pay in lieu of time off may be extended for specific limited periods, and may be offered system wide or limited to one or more Bases, at the Company's discretion. Any such vacation pay in lieu of time off shall be paid at a rate of one hundred fifty percent (150%), and will be added to the greater of Bid Month Pay under Article 3.C. or the applicable Minimum Monthly Guarantee.
5. A Crew Member on Military Leave of Absence under Article 13 of this Agreement shall be permitted to use Accrued Vacation one Day at time while on such leave.
6. If a Crew Member is on Military Leave of Absence during an awarded vacation period, the Crew Member may cancel the vacation period and choose from vacation periods made available by the Company or exercise the rights afforded Crew Members under Article 7.E.3.c., above.
7. Except as provided in Article 26.U, upon a Crew Member's separation from employment with the Company for any reason, the Company shall pay the Crew Member (or the Crew

Post-Arbitration Award JCBA

Member's designated beneficiary or Estate in the event of the Crew Member's death), all Accrued Vacation and unused vacation. Payment shall be based on the Crew Member's Status and Longevity at the time of the termination of employment.

8. A Crew Member's vacation accrual on the date of signing of this Agreement shall be carried forward.

ARTICLE 8

DEADHEADING

A. DEADHEAD BY AIR

1. Deadhead by air shall include Company-directed travel:
 - a. From a Crew Member's Base to another location for the purpose of an assignment; or
 - b. From a location other than a Crew Member's Base back to the Crew Member's Base at the end of an assignment; or
 - c. Between any two locations away from the Crew Member's Base.
2. Deadhead by air may be on Company aircraft, on commercial passenger carriers or by charter.
 - a. If a Crew Member is scheduled to deadhead on a Company aircraft in excess of five (5) total block hours within a duty period, he must be provided a Business Class seat or better or a supernumerary seat, as applicable, in the cabin (not a jumpseat) for the total deadhead time. In such circumstances, the Company shall ensure one (1) Business Class or supernumerary seat remains available for use by operating Crew Members during their rest periods.
 - i. With respect to the Company's existing 747 cargo fleet, the seats on aircraft with tail numbers N409MC and N850GT as of May 23, 2019 shall be considered supernumerary seats.
 - ii. With respect to the Company's existing 777 cargo fleet, the seats on aircraft with tail number N777SA as of May 23, 2019 shall be considered supernumerary seats.
 - iii. For future aircraft types / seats not currently in the Company's cargo fleet, seats must have pitch, width and recline comparable to those identified in Article 8.A.2.a.i. and Article 8.A.2.a.ii., above, to be considered supernumerary.
 - iv. When the Company becomes aware that a supernumerary seat is in need of repair due to a condition affecting its function as a supernumerary seat (e.g., inability to recline), the Company shall promptly schedule its repair. This subparagraph shall not apply to any cosmetic or other issues with a supernumerary seat that do not affect its function as such. The Company may continue to use the aircraft in its operations pending repair of the supernumerary seat; however, it may not use the seat for purposes of deadheading a Crew Member until it is repaired.
 - b. The Company shall not deadhead a Crew Member on a U.S. carrier or charter operator that is not FAR 121 or FAR 135 certified. When transporting Crew Members by air, the

Company will position Crew Members in turbine-powered, pressurized aircraft.

- c. When selecting any foreign commercial passenger carriers for international deadhead travel, the Company shall only select (i) carriers that belong to a major airline alliance (currently, Star Alliance, Oneworld, SkyTeam); or (ii) Emirates, or Etihad. Notwithstanding the foregoing, if no carriers in the preceding subsections (i) or (ii) are available, then international deadhead travel may be booked on a carrier based in a country classified as a category one (1) as determined by the Federal Aviation Administration's International Aviation Safety Assessment Program.
 - d. In cases where such carriers identified in Article 8.A.2.c., above, are unavailable, the Vice President of Flight Operations or his designee shall inform the Local Union President or his designee of the alternative travel solution for the Crew Member's international deadhead.
 - e. Should the Union have any concerns regarding a specific foreign carrier or charter operator used for international deadhead, the parties shall meet and discuss the matter.
 - f. Nothing contained herein shall limit Crew Member rights under Article 26.R of the Agreement.
 - g. When the Crew Member is traveling to/from his Gateway Travel Airport, Article 8.A.2.c., above, can be waived at the Crew Member's option.
3. When deadheading on a commercial carrier, pursuant to Article 8.A.2.c., above, the Company will provide Business-Class travel or higher class of service, if available, for any deadhead segments that departs from or arrives at a location outside the fifty (50) United States, and for any deadhead segment that directly connects with a segment that departs from or arrives at a location outside the fifty (50) United States.
- a. If Business Class travel or higher class of service is not available, the Crew Member may be required to travel in Economy Class. When a Crew Member is required to travel in Economy Class for an international deadhead segment that is scheduled for three (3) block hours or more, he shall be entitled to compensation of one thousand dollars (\$1,000).
 - b. A Crew Member may not refuse commercial air travel in a class less than Business Class if Business Class is unavailable.
 - c. For an intercontinental commercial deadhead in excess of four (4) block hours, the Crew Member will be provided an angled lie flat or full lie flat seat, if available.
4. Notwithstanding Article 8.A.8., below, all domestic commercial deadheading in excess of four and one-half (4.5) block hours in a single duty period, based on the duration of the Crew Member's commercial deadhead reflected in the Crew Management System, shall be Business Class travel or higher class of service(s). The Company shall not be required to book a Crew Member in Business Class or higher class of service for travel between a Crew Member's Gateway Travel Airport and his Base.

Example 1: An LAX-based Crew Member lives in LBB, and is travelling to training in MIA. His pattern has a 5 hour and 30 minute commercial deadhead from LAX to MIA on his AIMS schedule. Actual travel from LBB-DFW-MIA is 4 hours and 24 minutes (block time). The Company must book the Crew Member in business class or higher class of service for the LBB-DFW-MIA travel.

Example 2: A JFK-based Crew Member lives in SFO and is starting a trip out of SEA. His pattern has a 6-hour commercial deadhead from JFK to SEA on his AIMS schedule. Actual travel from SFO-SEA is 2 hours and 15 minutes (block time). The Company must book him in business class or higher class of service for the SFO-SEA travel.

Example 3: An ORD-based Crew Member lives in SLC and is starting a trip out of JFK. His pattern has a 2-hour commercial deadhead from ORD to JFK on his AIMS schedule. Actual travel from SLC-JFK is 4 hours and 40 minutes (block time). The Company may book him in Economy Class for the SLC-JFK travel.

5. Any commercial travel reflected in the Company's Crew Management System will be based upon the then-applicable data reflected in the Official Airline Guide (OAG).
6. If a duty period is scheduled to exceed fourteen (14) hours, based on the duration of the Crew Member's duty period reflected in the Crew Management System, and the Crew Member is assigned to deadhead on a commercial airline(s) during such duty period, the Company shall purchase Business Class or higher class of service tickets, if available, for deadheading during the duty period.
7. All deadhead travel on a commercial carrier other than that covered by Article 8.A.3 through Article 8.A.6 above, including travel between a Crew Member's Gateway Travel Airport and Base, shall be booked in Economy Class or higher class of service.
8. If the Company is unable to provide Business Class travel or higher class of service when applicable in accordance with Article 8.A.3. through Article 8.A.6., above, but the Crew Member is able to locate Business Class travel or higher class of service from the same metropolitan area, he may contact the Travel Department and, provided such travel does not interfere with completion of assignments in any way (as confirmed by Crew Scheduling), the Travel Department will either authorize purchase on the Crew Member's Company credit card or will book the travel identified by the Crew Member. If Business Class is available, a Crew Member may not purchase First Class travel. The Company shall not assign or change a Crew Member's departure location for the purpose of making Business Class or higher class of service unavailable. If a Crew Member does not have reasonable access to timely communication, he is authorized to use his Company credit card to purchase the travel as provided in this Article 8.A.8.
9. When a Crew Member is required to deadhead on a commercial carrier in a service less than Business Class and that flight is scheduled for three (3) block hours or more in a single duty period, the Crew Member is authorized to use the Company credit card to purchase any upgraded seating within the ticketed class of service (e.g., Economy to Economy plus). This

provision shall not permit the Crew Member to upgrade to Business Class or higher class of service.

10. Crew Members are authorized to use the Company credit card to pay bag fees, and/or seat selection fees in ticketed class of service for deadhead flights.
11. The Company shall arrange commercial deadhead travel in accordance with the following:
 - a. The Company shall arrange for non-stop travel, when it is available, (excluding First Class travel unless First Class is otherwise required).
 - b. If non-stop travel is not available, the Company shall arrange for one stop or one-connection travel, when it is available, (excluding First Class travel unless First Class is otherwise required).
 - c. If one-stop or one-connection travel is not available, the Company shall arrange for two-stop or two-connection travel.
 - d. If a non-stop flight is not available and the connection time is greater than two (2) hours, the Crew Member will be permitted to purchase a day pass to an airport lounge, on the Company credit card, up to a maximum of one hundred dollars (\$100.00).
 - e. When arranging travel under Article 8.A.11.b. or Article 8.A.11.c, above, the Company shall minimize the use of airlines that do not code share with one another.
 - f. When arranging travel and a conflict arises between the class of service and the most expeditious travel in accordance with this Article 8.A.11, the class of service will prevail unless the Crew Member requests otherwise in a timely manner.
12. The Company will not book deadhead flights on any class of service less than an upgradable Economy Class ticket (e.g. "Delta Basic Economy", "Economy minus," an ultralow cost type ticket).
13. If a Crew Member is booked in a middle seat in Economy Class and the Crew Member is able to locate a seat in Economy Class other than a middle seat from the same metropolitan area, he may contact the Travel Department, and provided such travel does not interfere with completion of assignments in any way, (as confirmed by Crew Scheduling) the Travel Department shall either authorize purchase on the Crew Member's credit card or book the travel identified by the Crew Member. If a Crew Member does not have reasonable access to timely communication, he is authorized to use his Company credit card to purchase travel pursuant to this paragraph.
14. The Company will only deadhead Crew Members on commercial tickets that afford Crew Members the same benefits and perquisites as other revenue passengers in the ticketed class of service.
15. A Crew Member on an international ticket will be able to purchase one daily lounge pass, when available, if the ticketed class of service does not afford lounge access. This benefit will

be at no cost to the Crew Member.

B. SURFACE DEADHEAD

1. Surface deadhead shall be any Company directed non-local ground travel scheduled for one (1) hour or more between two airports, including ground travel from a hotel adjacent to an airport to another airport or vice-versa.
2. Surface deadhead travel by automobile (including coach bus or minibus) shall be limited to two and one-half (2.5) hours as determined by the most expeditious route using a reputable source (e.g., MapQuest, Google Maps), except that such surface deadhead travel may exceed two and one-half (2.5) hours due to circumstances beyond the Company's control (e.g., natural disasters, airport closures). Surface deadhead travel between the points listed in the chart below shall not be subject to the two and one-half (2.5) hour limitation. Surface deadhead in China will not take place between 0100-0459 (local).

From / To	To / From		From / To	To / From
AMS	CGN		BCN	ZAZ
AMS	LGG		BKK	UTP
AMS	OST		BQN	SJU
AMS	PAD		BRU	HHN
PSM	BDL		BWI	EWR
BRU	RMS		CND	OTP
CDG	OST		AUS	IAH
DUS	RMS		KIX	NGO
GSB	NGU		DSA	STN
GSB	ORF		FRA	LGG
MWH	SEA		LGG	LUX
MWH	PAE		LGG	XCR
RMS	XCR		NKT	POB
LEJ	NUE		NLC	OAK
JFK	DOV			

Note: Surface deadhead in the chart above will be scheduled for three (3) hours.

3. For other city pairings not reflected in the chart above, the Local Union President or his designee may approve surface deadheads by automobile in excess of two and one-half (2.5) hours. Such approval shall not be unreasonably withheld.
4. The Company shall provide appropriate security, as outlined in Article 33.D., for all surface deadhead in a Hostile Area as well as all other areas mutually agreed upon by the Company and the Union Security Committee.
5. Transportation Local in Nature to and from a layover hotel shall not be considered surface deadhead.

6. The Company may utilize rail transportation for deadhead travel in Western Europe, between New York City and Baltimore, or between other locations agreed to by the Company and the Union generally or on a case-by-case basis. The duration of such deadhead shall not exceed four and one-half (4.5) hours, unless the Union consents to a longer deadhead. Such travel shall only be in First Class service (or comparable). The Crew Member is authorized to use the Company credit card to purchase onboard meals and internet access (if not included in the class of service).

C. ALTERNATIVE DEADHEAD TRANSPORTATION

1. A Crew Member's request for alternative deadhead transportation must be made in a timely manner, and in a manner prescribed by the Company.
 - a. Approval of alternative deadhead transportation within a Trip Pairing is at the Company's discretion provided that the exercise of such discretion is exercised in a consistent and uniform manner with respect to all Crew Members.
 - b. The Company will approve alternative deadhead transportation at the beginning and end of a Trip Pairing if:
 - i. The cost of the alternative deadhead transportation is equal to or less than the cost of the scheduled deadhead transportation, and
 - ii. For alternative deadhead transportation at the beginning of a Trip Pairing, the alternative deadhead transportation will result in the Crew Member arriving at the first point of departure of the Trip Pairing no later than what is either legally required for rest purposes or a Company required buffer.
2. A Crew Member must be released by the Company before he can elect to waive a deadhead segment at the end of a Trip Pairing.

D. DEADHEAD PAY

A Crew Member shall be entitled to credit and pay for deadhead in accordance with the provisions of Article 3 of this Agreement.

E. GENERAL

The Company shall provide the Crew Member's frequent flyer number to the airline at the time the reservation is made, if provided to the Company by the Crew Member. The Company shall not be responsible for any errors, omissions or credits made related to frequent flyer numbers or points.

F. EXAMPLES OF TRAVEL CLASS OF SERVICE REQUIREMENTS

Travel between Gateway Travel Airport and Base Includes Crew Member requested alternative travel.	►	Domestic – Economy Class
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Travel between Gateway Travel Airport and other Domestic Airport Four and one-half (4.5) hours or less scheduled block hours in a duty period, based on the schedule to or from Base in the Crew Management System	►	Domestic – Economy Class
Travel between Gateway Travel Airport and other Domestic Airport Greater than four and one-half (4.5) hours scheduled block hours in a duty period, based on the schedule to or from Base in the Crew Management System	►	Business Class or higher class of service required
Travel between Gateway Travel Airport and an International Location All flight segments.	►	Business Class or higher class of service required
Travel between International Location and Gateway Travel Airport All flight segments.	►	Business Class or higher class of service required
Deadhead between any two Domestic Airports Greater than four and one-half (4.5) hours scheduled block hours in a duty period.	►	Business Class or higher class of service required
Deadhead between any two Domestic Airports Four and one-half (4.5) hours or less scheduled block hours in a duty period of 14 hours or less.	►	Domestic – Economy Class
Deadhead between any two Domestic Airports Less than four and one-half (4.5) hours scheduled block hours in a duty period of greater than 14 hours.	►	Business Class or higher class of service required
Any International Deadhead	►	Business Class or higher class of service required

ARTICLE 9

MISCELLANEOUS FLYING

A. ENGINE-OUT FERRY FLIGHTS

1. Engine-out ferry flights shall be performed by qualified Crew Members, including Check Airmen, qualified Crew Members not covered by this Agreement, or other qualified individuals who have received training to perform engine-out ferry flights.
2. A Crew Member who is not a Check Airmen may decline training for qualification to perform engine-out ferry flights.
3. A Crew Member who has received training to be qualified to perform engine-out ferry flights may not decline an assignment to perform an engine-out ferry flight.
4. A Crew Member who has received training to be qualified to perform engine-out ferry flights may resign such qualification at any time, provided, however, that once an assignment to perform an engine-out ferry flight has been made, the resignation of his qualification will not be effective until that assignment has been completed.

B. MAINTENANCE ACCEPTANCE, NON-ROUTINE FLIGHT OPERATIONS AND FUNCTIONAL CHECK FLIGHTS

1. At the Company's discretion, flights for the purpose of verification or calibration and maintenance acceptance flights that occur during revenue flights, except as provided in Article B.2, below, may be assigned to qualified Crew Members, including Check Airmen, or a qualified Crew Member not covered by the Agreement.
2. Maintenance flights that do not occur during revenue flights and non-routine flight operations and functional check flights, including but not limited to maintenance acceptance flights, where such operations and flights require the use of emergency, abnormal, or non-routine procedures or require any special training to verify performed maintenance shall be flown by:
 - a. qualified Crew Members, Check Airmen or qualified Crew Members not covered by this Agreement; or
 - b. when qualified Crew Members, Check Airmen or other qualified Crew Members not covered by the Agreement are not reasonably available, by qualified other individuals.
3. A positioning flight for the delivery of an aircraft to be purchased, sold or leased to or from the Company may be performed by:
 - a. qualified Crew Members, including Check Airmen, qualified Crew Members not covered by this Agreement; or

Post-Arbitration Award JCBA

- b. when qualified Crew Members, Check Airmen or other qualified Crew Members not covered by the Agreement are not reasonably available, by other qualified individuals.

ARTICLE 10

MANAGEMENT & NON-FLYING DUTY

A. TRANSFER TO MANAGEMENT OR NON-FLYING DUTY

1. A Crew Member transferred to a management or non-flying position shall retain and continue to accrue seniority and Longevity so long as he maintains at least a second class medical certificate and the requisite airman's certificate for his former Crew Member Position. If such a Crew Member's medical certificate lapses, he shall retain and continue to accrue seniority for a period of five (5) years after the initial lapse of his medical certificate. The Crew Member will be removed from the applicable Atlas Air Pilots' Master Seniority List on the fifth anniversary of the lapse of his medical certificate, unless he is reissued at least a second class medical certificate prior to the fifth anniversary.
2. A Crew Member transferred to a management or non-flying position whose seniority as a Crew Member is such that he would be on furlough if he were in a Crew Member Position will be placed on furlough at the time he returns to a Crew Member Position.
3. For purposes of this Article 10.A.3., a Crew Member transferred to a management or non-flying position shall retain the Position he held prior to the transfer. A Crew Member transferred to a management or non-flying position shall participate in all system bids. Pursuant to Article 24, such Crew Member will be awarded a place-holder Position ("phantom award"), which will be designated as such on the published bid award. If such Crew Member elects to return to line duty, he will be assigned a Position based on his phantom award. The returning Crew Member will not displace another Crew Member. If the returning Crew Member has not completed the training required for the phantom award Position prior to returning to duty as a Crew Member, he shall be assigned to the Position he held prior to transferring to a management or non-flying position until the training is complete; provided, if the phantom award Position is at a higher rate of pay than the Position he held prior to transferring to a management or non-flying position and the Crew Member has not commenced training for the higher paying Position within one hundred twenty (120) days of his return to duty date, he shall be compensated at the higher rate of pay.
4. Except as specifically addressed in this Agreement, the terms and conditions of employment for Crew Members, including the right to appoint and remove Crew Members who transfer to a management or non-flying position, shall be within the discretion of the Company and shall not be subject to the terms of this Agreement. A Crew Member wishing to be released from a management or non-flying position may resign from such position. If feasible, a Crew Member wishing to resign will provide a minimum of thirty (30) days' notice, but in all cases, as much notice as practicable.

B. FLYING BY MANAGEMENT CREW MEMBERS

1. Atlas pilots who have completed Atlas training and who hold the management titles set forth below (or such successor or related title(s) related to a promotion or new hire) ("Management Crew Members") may perform flights referred to in Articles 9.B.2. and 9.B.3.

pursuant to Articles 9.B.2.(a) and 9.B.3.(a), respectively, regardless of whether such individuals are on the Atlas Pilots’

Master Seniority List:

- a. Senior Vice President, Vice President and/or Staff Vice President Flight Operations, one (1)
 - b. Senior Vice President, Vice President and/or Staff Vice President Safety and Regulatory Compliance, one (1)
 - c. Senior Director, Director, Senior Manager and/or Manager, Flight Operations, two (2)
 - d. Senior Director, Director, Senior Manager and/or Manager, Training/Flight Standards, one (1)
 - e. Senior Director, Director, Senior Manager and/or Manager, Flight Procedures, Training and Standards, one (1)
 - f. Senior Director, Director, Senior Manager and/or Manager Training, one (1)
 - g. Senior Director, Director, Senior Manager and/or Manager, Safety and Regulatory Compliance, two (2)
 - h. System Chief Pilots, two (2), and Regional Chief Pilots, four (4),
 - i. Assistant Chief Pilots, one (1) plus one (1) additional per every two hundred (200) Active Crew Members in excess of eighteen hundred (1,800) Active Crew Members on the Atlas Air Pilots’ Master Seniority List.
 - j. Fleet Captains, one (1) per aircraft fleet type.
2. With respect to each of subparagraphs 10.B.1.(a) through (g), above, only one individual holding any of the titles listed in that subparagraph (or two, in the case of subparagraph 10.B.1.(c) and (g)) may perform flying pursuant to Article 10.B.1., even though each subparagraph includes three (3) or more management titles. By way of example, if the Company fills all of the positions of Senior Vice President, Vice President, and Staff Vice President Flight Operations (or fills two (2) of those positions), only one (1) individual may perform such flying. The same rule applies to successor or related management titles resulting from a promotion or new hire.
 3. Subject to the provisions set forth in Article 10.B.1, above, a Management Crew Member covered therein may perform revenue and non-revenue flying for the Company; however, such Management Crew Member is not eligible to bid for a line of flying, except for bidding in a month in which the Management Crew Member is to return to line duty as a Crew Member.

4. When a Management Crew Member identified and covered in Article 10.B.1, above, performs assigned flying (except as described in Article 10.C., below,) then:
 - a. The Management Crew Member shall displace the most senior Crew Member on the flight in the Management Crew Member's Status.
 - b. When a Management Crew Member displaces a Crew Member who is not a Reserve Line holder, then the following shall apply:
 - i. If the Crew Member is removed from the entire Trip Pairing, the affected Crew Member will be placed on Days Off for the entire Trip Pairing and he will be credited and paid as if he had not been displaced.
 - ii. If the Crew Member receives a displacement that includes the first leg(s) of his Trip Pairing, then he will remain on Days Off until his next flight assignment transitions his Base or deadheads from his Base to a different location to resume his Trip Pairing, and he will be credited and paid as if he had not been displaced.
 - iii. If the Crew Member receives a displacement that includes the remaining leg(s) of his Trip Pairing, then the Crew Member will be placed on Days Off immediately after his last flight assignment transitions his Base and he will be credited and paid as if he had not been displaced.
 - iv. If the Crew Member receives a displacement that does not include the first or last leg(s) of his Trip Pairing, then the Crew Member shall have no obligation to perform any Work for the Company (other than a deadhead to resume his Trip Pairing as provided for in this Article 10.B.4.b.iv.) from the time of displacement until he resumes his Trip Pairing unless the Crew Member agrees otherwise in accordance with Article 10.B.4.c. A Crew Member displaced in accordance with this Article 10.B.4.b.iv., may be required to deadhead to resume his Trip Pairing. The Crew Member will be credited and paid as if he had not been displaced from those legs and he shall also be credited and paid 100% of the scheduled block hours in addition to any other contractually required credit and pay. All deadhead legs in accordance with this Article 10.B.4.b.iv, will be credited and paid at 100% of the scheduled block hours in addition to any other contractually required credit and pay.
 - v. If a Trip Pairing does not transition his Base after his Trip Pairing has begun and before he is required to be an operating Crew Member, then the Crew Member may be required to deadhead on his displaced leg(s) until he is required to be an operating Crew Member. Such deadhead leg(s) will be credited and paid as if he had not been displaced and he shall also be credited and paid 100% of the scheduled or actual block hours, whichever is greater, in addition to any other contractually required credit and pay.
 - vi. A Crew Member displaced in accordance with Article 10.B.4.b.iv., above, must receive his revised Trip Pairing reflecting the new layover and/or deadhead as a result of his displacement at the conclusion of his last flight prior to his

displacement.

- c. Any Crew Member displaced in accordance with Article 10.B.4.b will be eligible to be rescheduled. If the Company offers rescheduled flying to the affected Crew Member, and the Crew Member accepts it, the Crew Member will be credited and paid for the displaced legs or Trip Pairing as set forth in Article 10.B.4.b., above, and shall also be credited and paid for the value of the rescheduled flying, in addition to any other contractually required credit and pay.
- d. A Crew Member who is a Reserve Line Holder who is assigned a Trip Pairing, but was subsequently displaced from the assigned Trip Pairing by a Management Crew Member, will revert to reserve status.
- e. The Company may use Management Crew Members to perform Open Time flying when required to maintain the Management Crew Member's currency and proficiency as a Crew Member and/or a Check Airman; *provided*, the Company first complies with Article 25.Q. and such procedures did not produce an available Crew Member within seventy-two (72) hours of the scheduled departure of the Trip Pairing.
- f. The Company will notify the Union Scheduling Committee of any displacement by a Management Crew Member.

C. EXCEPTIONS TO RESTRICTIONS ON MANAGEMENT CREW MEMBERS

- 1. The provisions of Article 10.B.4, above, do not apply to any flights operated by Management Crew Members under Article 9 or Article 33.C.2.d.

ARTICLE 11

TRAINING

A. General

1. The Company shall establish and implement training and checking programs consistent with this Agreement. Training and checking shall be in accordance with applicable Federal Aviation Regulations (FARs) and Company policy, as set forth in the Flight Operations Training Manual, which may be amended from time to time by the Company. The Company and the Union Training Committee as set forth in this Article 11 will engage in prior consultation on all significant or material amendments to the Flight Operations Training Manual. Nothing contained herein shall prohibit the Company from complying with FAA-mandated changes to the Flight Operations Training Manual. Such training programs will include, but not be limited to, initial New Hire training, upgrade training, transition/differences training, recurrent training, and requalification training.
2. The Company shall provide at its expense any training or checking required by the Company or FAA to qualify as a Crew Member or to obtain or maintain qualifications as a Crew Member. The Company shall not require payment for or reimbursement to the Company for any training or checking costs or expenses, or the execution of any training or checking bond, or other agreement with respect to the same. Any such agreement to the contrary shall be null and void.
3. The Company will establish and publish the standards all Crew Members are required to meet in order to successfully complete any training curriculum, including any oral examination or Checking Event. Such standards will be applied equally and uniformly to all Crew Members. The Company has the right to evaluate any Crew Member, based on the Company's published standards, requirements, and the FARs, to determine his progress in training and checking.
4. The Company may provide additional training beyond those required by this Article 11. Additional training referred to in this Article 11 shall, at a minimum, address a Crew Member's specific performance deficiencies. When Crew Members require additional training, access to such additional training shall be applied equally and uniformly by the Company.
5. All Checking Events will be administered by Check Pilots on the Atlas Air Pilots' Master Seniority List. All simulator support duty for an FAA type rating or a Checking Event will be staffed by a CTI on the Atlas Air Pilots' Master Seniority List.
6. Other than for Home Study, the Company shall provide transportation to and from training, together with per diem and lodging, for all training away from the Crew Member's residence. However, the Company is not required to provide transportation between a Crew Member's residence and the Training Center if the Crew Member resides within seventy-five (75) miles of the Training Center based on the distance as determined by Google Maps

(or similar online service). Upon request, the Company will provide Crew Members who reside within seventy-five (75) miles of the Training Center with lodging beginning the Day prior to training and for any Day(s) during training that the Crew Member does not return to his residence.

7. Except for a Checking Event, a Crew Member may be assigned as needed to provide a complete flight crew for the training events. Except when otherwise required by the FARs, a Crew Member assigned simulator support duty shall not be subject to training, oral examination or checking requirements solely as result of such assignment. The Company may not assign a Crew Member simulator support duty if the assignment interferes with the Crew Member's own training, oral examination, Checking Event or preparation for the same.
8. If a Crew Member does not pass a Checking Event, the Company shall assign a different Check Pilot for each subsequent Checking Event until requalification has occurred or training has been terminated.
9. The Company is not required to provide simulator training or other flight training to any Crew Member who has not satisfactorily completed any required ground school training and required distant learning by the deadline established to complete such training and distant learning.
10. A Crew Member who has become non-current and requires a checking event to regain currency will be granted, upon request, one (1) additional simulator period prior to the required checking event.
11. In the event the name of the training programs identified in Article 11.A.1., above, change, the parties shall execute a letter of agreement substituting the applicable new name(s).

B. Scheduling and Notification of Training

1. Immediately preceding upgrade, transition or requalification training of fourteen (14) Days or more, a Crew Member will receive at least seven (7) consecutive Days ~~Off~~, unless waived by the Crew Member.
2. Immediately following the conclusion of upgrade, transition or requalification training of fourteen (14) Days or more, a Crew Member will be given at least seven (7) consecutive Days Off prior to the start of IOE/OE training, unless waived by the Crew Member. A Crew Member who bids for and is awarded a schedule with less than seven (7) consecutive Days Off after training shall be deemed to have waived his right to such consecutive Days Off.
3. Among Crew Members on the same Category award (excluding Crew Members in initial new hire training) who are subject to the same training syllabus in the same ground training, a Crew Member will select an initial post ground-school training schedule start times during the first week of ground training in order of seniority from schedules offered by the Company. In addition, a Crew Member who is not part of the same Category award but who later joins the same ground training class and is subject to the same training syllabus (e.g., a Crew Member returning from a leave of absence) may also participate in the selection of

initial post ground-school training schedule times if that selection process has not already occurred.

- a. After initial training schedules have been offered and awarded, schedules may be modified as operationally necessary (e.g., maintenance or repairs to simulators, Level “D” pairings).
 - b. If a senior Crew Member selects a training footprint that is scheduled to be completed after a junior Crew Member’s scheduled footprint, he will not be entitled to the provision in Article 24.G.2. with respect to that junior Crew Member. However, the provisions in Article 24.G.1 and Article 24.G.3 still apply.
4. In the event a Crew Member requires extra training, the extra training shall be selected from open training slots so as not to delay other Crew Members who are progressing normally.
 5. A Crew Member in initial, upgrade, transition or requalification training will receive a minimum of two consecutive periods of twenty-four (24) hours free from Duty in a rolling seven (7) Day period, unless waived by the Crew Member. This requirement will not apply during basic indoctrination conducted as part of initial new hire training.
 6. If a Crew Member reports directly from a duty assignment to a training location, the Company shall provide the Crew Member with at least a sixteen (16) hour rest period prior to the start of the training assignment. The rest period may be reduced to no less than twelve (12) hours with Crew Member concurrence.
 7. The Company shall assign Crew Members a rest period of at least ten (10) hours between any two (2) training periods, unless the Crew Member requests that such rest period be waived. The training period includes time spent on pre-brief and debrief.
 8. When a Crew Member fails a Checking Event, the Company will not schedule another Checking Event within forty-eight (48) hours unless waived by the Crew Member. The Crew Member may waive this provision after being provided with an opportunity to consult with the Union Training Committee. In cases where both Crew Members have failed a Checking Event, the Company will provide simulator support duty with a Crew Member Training Instructor on the subsequent Checking Event for each Crew Member.
 9. For the purpose of continuity, the Company shall schedule no more than three (3) different instructors to each Crew Member for each phase of simulator training (i.e., fixed-base, and full-flight simulator training up to Checking Event).
 10. Crew Members will not be scheduled to perform any simulator training or simulator Checking Events at the Training Center between the local times of 0200 – 0600.
 11. While a Crew Member is in training, Crew Scheduling will not contact the Crew Member to notify him of schedule changes. Unless a Crew Member is scheduled for R-1 on the Day following training, the Crew Member shall be required to check his schedule upon

completion of the final training event in the curriculum. A Crew Member who was scheduled prior to the commencement of training for R-1 on the Day following training will return to his Base upon completion of training. Training scheduling may contact a Crew Member to inform him of a training delay or cancellation.

12. A Crew Member will not perform any flying while in training status, provided however, that such Crew Member can fly for the purpose of the Crew Member's line qualification.
13. A Crew Member will not be required to operate a flight for at least twelve (12) hours after he is released from short-term training. However, a Crew Member who has performed a training event may be required to Deadhead provided the total period of time commencing at the start of the training period does not exceed the Duty Limitation as set forth in Article 12.
14. Crew Members will not be scheduled for, or required to perform, training assignments in a training facility (Company facility or contract facility) on Thanksgiving Day, Christmas Eve Day, or Christmas Day. Company directed travel to or from such assignment will not require Crew Members to travel on the aforementioned holidays.
15. A Crew Member will not be scheduled for more than ten (10) hours of training (exclusive of any breaks to which the Crew Member is entitled to pursuant to Article 11.B.17., below), which may include multiple events or classroom sessions, during an assigned Work Day.
16. A Crew Member will not be scheduled to perform simulator training in excess of five (5) hours, exclusive of briefs, within a Work Day.
17. If a Crew Member is scheduled for eight (8) hours or more of ground school or simulator training during an assigned Work Day, the Crew Member shall be provided two (2) fifteen (15) minute breaks and a one (1) hour break for a meal.

C. Distant Learning

1. FAA-mandated quarterly distant learning will be targeted at four (4) hours but will not exceed five (5) hours per calendar quarter. A Crew Member will not be required to participate in FAA-mandated quarterly distant learning more than four (4) times per calendar year. The deadline for the completion of this quarterly distant learning is the time at which bidding opens during the last month of the applicable calendar quarter, as set forth in Article 25.L.2. However, a Crew Member will have no less than ninety (90) Days to complete this training.
2. The Union Training Committee will be able to preview the FAA-mandated distant learning program for duration each quarter.
3. If a disagreement arises over the duration of the FAA-mandated quarterly distant learning course, a panel of four (4) Crew Members, two (2) appointed by the Company, who may not be Designated Examiners, and two (2) appointed by the Union Training Committee, will

time the course. The average time of the panel of four will be the official time to take the course. If the official time exceeds five (5) hours, the course must be modified to comply with the five (5) hour limitation. This review will be conducted at the Training Center. The Union members shall be released to attend the review pursuant to Article 13.I.18. and the Company will bear the cost of the Flight Pay Loss associated with their attendance. Additionally, the Company will provide the Crew Members auditing the course with credit and pay in accordance with Article 3.A.1.d., for the time of the quarterly distant learning, in addition to any other contractually required credit and pay. The Crew Member auditing the course will have fulfilled his quarterly distant learning requirement.

4. For any distant learning program other than the quarterly FAA-mandated distant learning, the deadline for completion of such program will be at least sixty (60) days from the date on which it is assigned and shall be the time at which bidding opens during the last month of the applicable calendar quarter, as set forth in Article 25.L.2. If such other distant learning requirement is anticipated to exceed two (2) hours in a particular quarter, the Company shall meet and confer with the Union over the duration of that distant learning before assigning it to Crew Members. If a disagreement arises over the duration of that distant learning course the procedure set forth in Article 11.C.3 will apply. A Crew Member who is returning from a leave of absence may be required to complete any distant learning or other training within fourteen (14) days of his return from leave.

D. Union Training Committee

1. The Local Union President, or his designee, and the Senior Vice President of Flight Operations, or his designee, will hold meetings semi-annually or more frequently if requested by the Company or the Local Union President to share data, statistics, or information related to training.
2. The Union Training Committee will meet and confer with the Senior Director of Flight Procedures, Training and Standards and/or the appropriate Fleet Captain to identify all areas of difficulties, instructor issues, and areas of deficiencies so as to identify improvements in the training program.
 - a. Any issues that are identified in Article 11.D.2 above, will be resolved by mutual agreement between the Union Training Committee and the Senior Director of Flight Procedures, Training and Standards and/or the appropriate Fleet Captain, or his or their designee.
 - b. In the event the parties fail to reach an agreement, the issue(s) will be submitted to the Senior Vice President of Flight Operations for resolution. The Senior Vice President of Flight Operations will confer with the Local Union President prior to resolving the matter.
3. The Company will notify the Union Training Committee within twenty-four (24) hours when:

- a. A Crew Member invokes the change procedures set forth in Article 11.E.2; or
 - b. A Crew Member fails to make normal progress and requires two (2) additional training period pursuant to Article 11.G.2.; notification will be required prior to the scheduling of the second training period; or
 - c. A Crew Member does not pass a Checking Event and requires further additional training pursuant to Article 11.H.
 - d. A Crew Member accrues a second Unsatisfactory Qualification Event (“UQE”) and requires additional training pursuant to Article 11.H.6.a.
 - e. The Company becomes aware, prior to the third UQE or at any previous point, that a Crew Member’s progress in training may be negatively impacted by a cognitive, emotional and/or other similar condition.
4. Pursuant to Article 11.D.3., above, the Union shall inform the Company of the Union Training Committee member(s), or designee(s), who shall be the Company’s point of immediate contact.
 5. The release of members of the Union Training Committee to carry out duties as set forth in this Article 11 shall be governed by Article 13.I.
 6. The Union Training Committee, and when applicable the TRB, will be provided access to all training records of a Crew Member who has been referred to the UTC or TRB due to training issues.

E. Training Conflicts

1. If a Crew Member has concerns about any aspect of training or a Checking Event, the Crew Member shall attempt to resolve the matter with the appropriate Fleet Captain or his designee. Nothing contained herein shall prevent a Crew Member from raising training related issues with other training management individuals he deems appropriate. The Company and Crew Members may also refer concerns to the Union Training Committee.
2. If, there is a personal conflict between the Crew Member and his training partner, or between the Crew Member and the Simulator Instructor or Check Pilot, a Crew Member may request a change in training partner, Instructor or Check Pilot, whichever is applicable, prior to any training event. A Crew Member’s request shall be honoured one time per training curriculum, to include a Checking Event, if the following criteria are met.
 - a. The ability to change Instructors or Check Pilots shall be limited to those individuals currently available and qualified to administer the training curriculum, including the Checking Event. “Currently available” means the Instructor or Check Pilot is at the training location. If an Instructor or Check Pilot, whichever is applicable, is not

available, the Company shall select an Instructor or Check Pilot, after consultation with the Union Training Committee, who can be available within forty-eight (48) hours.

- b. A Crew Member's right to change training partners shall be limited to a Crew Member who is participating in the same training curriculum and is currently in the same training event, including the Checking Event.
3. To preserve the continuity of the training schedule, the Crew Member will make the specific concern and/or personal conflict referred to in Article 11.E.1. or 11.E.2., above, known to the Company as soon as the Crew Member becomes aware of the concern and/or conflict.
4. Upon referral or notification in accordance with Article 11.D.3. or Article 11.E.1., above, whichever is applicable, the Union Training Committee, or designee shall meet with the Company in person or by telephone, as agreed upon by the parties, to discuss potential resolutions of the underlying issue(s).
5. At the request of the Company or the Crew Member, or at the request of the Union Training Committee with the Crew Member's concurrence, a member of the Union Training Committee, or a mutually agreeable designee, may observe the training and/or Checking Event that is the subject of the referral or notification unless an FAA official in attendance prohibits such an observer.

F. Training Review Board

The Training Review Board (TRB) is a board established and maintained for the purpose of reviewing all student training progress issues. The TRB will make decisions, referrals, and recommendations concerning training. The TRB will consist of two (2) members as designated by the Local Union President and two (2) Company members as directed by the Vice President of Flight Operations. At least three of the four members of the TRB must be on the Atlas Air Pilots' Master Seniority List.

1. The need for the TRB to convene can be time sensitive and arise on short notice. If a member of the Union Training Committee or his designee is not available by phone or in person, the TRB will proceed without him.
2. The TRB referenced in this Article 11.F. does not apply to probationary Crew Members.

G. Training Progression

If a Crew Member is not making satisfactory progress in a training curriculum, including, when applicable, obtaining a recommendation for an oral examination, obtaining a recommendation for a Checking Event, or failing an oral examination required by the FAA for a type-rating, the Crew Member shall receive additional training. The following procedure will apply:

1. The Crew Member shall receive additional training as prescribed by the appropriate Fleet Captain in accordance with the appropriate FAA approved training program.

2. If the Crew Member does not make satisfactory progress in a training curriculum following additional training referred to in Article 11.G.1., above, the Crew Member shall receive additional training as prescribed by the appropriate Fleet Captain in accordance with the appropriate FAA approved training program . The Union Training Committee will be notified of the additional training.
3. If the Crew Member does not make satisfactory progress in a training curriculum following the additional training referred to in Article 11.G.2., above, the TRB will be convened and to determine whether additional training shall be provided to the Crew Member. If the TRB determines that no additional training shall be provided, or the Crew Member does not make progress in such additional training, the consequences shall be as set forth in Article 11.G.4, below.
4. The Company may remove a Crew Member from the training curriculum only after providing additional training referred to in this Article 11.G. Following Procedure will apply:
 - a. A Crew Member removed from upgrade or transition training will be returned to the Category he held immediately before beginning such training (if such Category still exists) after completing any required re-qualification training curriculum.
 - b. A Crew Member removed from recurrent training will be returned to the Category he held immediately prior to his current Category (if such Category still exists) after completing any required requalification training curriculum.
 - c. A non-probationary Crew Member who is removed from training who does not have a prior Category, or whose prior Category no longer exists, shall have his employment status determined by the Company; *provided*, there is just cause.
 - d. If the Company removes the Crew Member for unsatisfactory progress in the training curriculum pursuant to Article 11.G.4.a. or 11.G.4.b., above, or the Crew Member removes himself from training (except for circumstances beyond the control of the Crew Member, *e.g.*, death of a family member, illness, divorce), the removal shall be considered an Unsuccessful Qualification Event (UQE) within the meaning of Article 11.H., below. The UQE will carry-forward to the Crew Member's next Checking Event pursuant to Article 11.H., below.

H. Checking Events

If a Crew Member attempts but does not pass a Checking Event, the failure shall be considered the first UQE. Following the first UQE, and the following procedures shall apply:

1. The Crew Member shall receive additional training, as prescribed by the appropriate Fleet Captain in accordance with the appropriate FAA approved training program.

Post-Arbitration Award JCBA

2. If the Crew Member receives a recommendation for a second Checking Event following such additional training and does not pass the second Checking Event, the failure shall be considered the second UQE.
3. If the Crew Member does not receive a recommendation for a second Checking Event following such additional training, the Crew Member shall receive further additional training as prescribed by the TRB.
4. If the Crew Member receives a recommendation for a second Checking Event following such further additional training, and does not pass the second Checking Event, the failure shall be considered the second UQE.
5. If the Crew Member does not receive a recommendation for a second Checking Event following the additional training, the failure to obtain a recommendation for a second Checking Event will be considered the second UQE.
6. Following a second UQE, pursuant to Article 11.H.2., 11.H.4. or 11.H.5., above, whichever is applicable, the following procedures shall apply and the TRB will be convened:
 - a. The Crew Member shall receive additional training as prescribed by the TRB.
 - b. If the Crew Member receives a recommendation for a third Checking Event, and does not pass the third Checking Event, the failure shall be considered the third UQE.
 - c. If the Crew Member does not receive a recommendation for a third Checking Event, the failure to obtain a recommendation shall be considered the third UQE.
7. Accumulation of Three UQEs
 - a. Prior to accumulating three (3) UQEs, a Crew Member shall remain on Active Service unless the parties mutually agree otherwise.
 - b. After accumulating three (3) UQEs, the TRB will determine if an additional training period will be prescribed for the Crew Member. If additional training is not recommended by the TRB, the Crew Member's employment status shall be determined by the Company; *provided*, there is just cause (e.g., termination, downgrade).
8. When a Crew Member attempts to qualify for any Position, UQEs resulting from the procedures set forth in Article 11.G.4.. and Article 11.H.1. through H.6., above, shall be cumulative, up to and including three (3) UQEs. Upon qualification in any Position, all previous UQEs will no longer be applicable for the purpose of this Article 11. However, the FAA mandated Proficiency Watch Program (PWP) will still be applicable.
9. Consensus of the TRB

The TRB should result in agreement between all the members. It does not require that all

members believe that a particular recommendation is the most desirable solution, but that the result falls within each member's range of acceptable solutions for that matter. The members of the TRB will strive to reach consensus on any matter within their discretion. If the parties are unable to reach a unanimous agreement, the matter will be elevated to the Senior Vice President of Flight Operations who will have final authority to decide the outcome. The Senior Vice President of Flight Operations will confer with the Local Union President before reaching an outcome.

I. Crew Member Training Instructor (CTI)

1. Staffing

- a. "Crew Member Training Instructor" (CTI) shall refer to a Crew Member assigned to one of the following positions in a Bid Month, as well as to any other Crew Member performing instructor or training department duties: Designated Examiner (DE), Line Check Pilot (LCA), Proficiency Check Pilot (PCA)/Simulator Check Pilot (SCA), Simulator Instructor (SI), or Ground School Instructor (GSI).
- b. The Company shall determine the number of CTI needed in a Bid Month, and shall assign CTIs, according to seniority, to the Training Center (TC) based on its needs in any particular Bid Month. Such assignments shall be based on each CTI's specific qualifications (e.g. in seniority order within DEs, SCAs, and SIs) and the need to ensure that CTIs are scheduled in order to conduct required training and maintain operational proficiency. The list shall be published with the monthly bidding materials. The most senior TI on the system seniority list shall be included on the list. If the Company requires additional CTI in a given Bid Month, the Company shall utilize the most senior Crew Member(s) on the system seniority list who does not appear on the applicable list; provided, the Company may utilize a CTI out of system seniority order if necessary to maintain the Crew Member's currency as a CTI. An out of system seniority assignment may be made beginning two (2) months preceding the month in which the Crewmember's currency will expire. Any reductions in CTIs will be accomplished in inverse seniority order.
- c. Notwithstanding Article 11.I.1.b., above, the Company may choose to retain CTIs out of seniority order so the Company can use those selected CTIs to perform Administrative Duties or utilize other CTIs to perform Administrative Duties in a particular Category.
- d. Monthly CTI Staffing
 - i. In each Bid Month, the Company shall attempt to staff a sufficient number of CTIs to accomplish at least sixty percent (60%) of the "instructional training periods" scheduled to be accomplished at the Company's training facilities in that Bid Month for the ground based flight training of Crew Members.
 - ii. The monthly number of CTIs to be staffed shall be determined as follows: **Y**

- (1) A determination shall be made of the number of hours of Crew Member ground based flight training to be conducted in the bid month at the Company's training facilities.
 - (2) Included in the determination of Crew Member ground based flight training shall be:
 - (a) Initial training;
 - (b) Recurrent training;
 - (c) Transition training;
 - (d) Upgrade training;
 - (e) Requalification training.
 - (3) Excluded in the determination of Crew Member ground based flight training shall be any training associated with the introduction of New Equipment, during the first thirty-six (36) months following the introduction of the New Equipment.
 - (4) Full motion simulator time and fixed base simulator (or similar device) time associated with the training events listed in Article 11.I.1.d.ii., above, shall be included in the determination referred to in Article 11.I.d.i., above. Planned instructional training periods are those built into the Company's crew management system (CMS) prior to the start of a Bid Month.
- e. Nothing in this Agreement shall be construed to restrict in any way the Company's right to hire or otherwise employ "Professional Training Instructors" (PTIs) who shall not be covered by this Agreement. However, PTIs may not administer Checking Events; such events may only be administered by Check Pilots on the Atlas Air Pilots' Master Seniority List. The Company shall consider the application of any Crew Member interested in filling a position as a PTI. If a Crew Member is awarded a position as a PTI, he shall not be subject to the terms and conditions of this Agreement.
- f. A Crew Member who is otherwise unable to perform duties as a Crew Member and is offered a position as a PTI shall be treated in accordance with Article 11.I.1.e., above.
- g. When the Company introduces New Equipment, the following shall apply:
- i. The Company shall select the initial cadre of CTIs for the New Equipment in its sole discretion from among those Crew Members on the Atlas Air Master Pilots' Seniority List who apply for such positions.
 - ii. If a Crew Member selected to be part of the initial cadre has a higher rate of pay in his existing Position (or in any Position to which he is subsequently displaced) than he would on the New Equipment, he shall receive the rate of pay associated with that

Position for a period of up to thirty-six (36) months.

- iii. If a Crew Member selected to be part of the initial cadre has a lower rate of pay in his existing Position (or in any Position to which he is subsequently displaced) than he would on the New Equipment, he shall receive the rate of pay associated with the new Position.
 - iv. A Crew Member shall retain his Position during the time period he is serving as part of the initial cadre. At the end of that period, he shall be entitled to return to that Position, provided his seniority permits him to do so.
2. A CTI shall be compensated as provided in Article 3.
3. Ground School and Simulator Training Scheduling
- a. A CTI shall not be scheduled for more than ten (10) hours of ground school or simulator training (exclusive of any breaks to which the CTI is entitled pursuant to Article 11.I.3.c., below), which may include multiple events or classroom sessions, during an assigned Work Day.
 - b. Once a CTI is scheduled in accordance with Article 11.I.3.a., above., the CTI may elect to pick up additional training events during his scheduled Work Days in accordance with Article 11.I.6., below, which will not exceed fourteen (14) hours of Work. The minimum rest requirements in Article 11.I.3.d., below, shall be applicable in all cases in which a CTI elects to pick up such additional training event(s) (e.g. A CTI who picks up an additional training event will require a minimum of ten (10) hours of rest prior to his next originally scheduled training event).
 - c. If a CTI is scheduled for eight (8) hours or more of ground school or simulator training during an assigned Work Day, the CTI shall be provided two (2) fifteen (15) minute breaks and a one (1) hour break for lunch/dinner.
 - d. A CTI shall be scheduled for a minimum of ten (10) hours of rest immediately preceding the start of an assigned Work Day in which he will perform a training or Checking Event.
4. Proficiency Flying
- a. The Company shall permit a CTI to perform, at a minimum, one (1) month of regular line flying every three (3) months, *provided*, if operational considerations require, the four (4) months of regular line flying may be accomplished at any time over the course of a twelve (12) month period. In all cases, a CTI must perform a minimum of three (3) months of regular line flying in a rolling twelve (12) month period, provided that this provision will not apply when there are “circumstances over which the Company has no control” as specified in Article 23.H.6., or during the first thirty-six (36) months following the introduction of New Equipment.

- b. CTIs shall be allowed to perform Proficiency Flying at the discretion of the appropriate Fleet Captain while assigned to the Training Center. If an operating Crew Member is displaced for CTI Proficiency Flying, his displacement shall be handled in accordance with Article 25.E.3.b.
5. CTIs shall be permitted to fly to maintain Qualifications (i.e., Line Checks or Line Check Pilots Renewal), and to perform Line Checks, first-time Captain Observation Flights, Special Airport Qualifications, and Supervisory Flying at the discretion of the appropriate Fleet Captain. If an operating Crew Member is displaced as a result of a CTI performing such flying his displacement will be handled in accordance with Article 25.E.3.b.
6. CTI Open Time:
- a. CTIs will place their Day-Off availability for Training Center Instructor (TCI) events in E-Crew for each Bid Month.
 - b. CTIs will place their Days-On availability for Training Center Instructor (TCI) events in E-Crew for each Bid Month.
 - c. Training events that are uncovered for any reason may be assigned to CTI Open Time by the Company. Open Time for CTIs will be offered in seniority order in the Category/Qualification required to the most senior eligible CTI assigned to the Training Center for that month who is able to position for the training event(s) to be offered.
 - d. Training events that are uncovered for any reason inside twenty-four (24) hours will be assigned to a CTI by the Company.
 - e. On rare occasions, the assignment of CTI Open Time may need to be based on the training needs of the Crew Member. In such cases, the Company may assign CTI Open Time to a particular CTI in its sole discretion.
7. Check Pilot Selection Process
- a. In the event that the Company elects to fill a vacant position within the Check Pilot ranks or to create an additional Check Pilot position, the Company will submit a list of candidates (Candidate List) to the Chairman of the Check Pilot Selection Committee (CASC) for that fleet type. The Candidate List shall be constructed using the names of active Crew Members on the Atlas Air Pilots' Master Seniority List as of the date of the Candidate List's construction.
 - b. Within seven (7) days of the receipt of a Candidate List, the Chairman of the CASC for the fleet type shall conduct a CASC meeting, either in person or telephonically, to select Check Pilot nominee(s). The CASC shall, from the list provided, by majority vote, nominate candidates to fill the Check Pilot positions. The CASC Chairman will immediately notify the Company, in writing, of the selected nominees. In the event that, within seven (7) days of the receipt of a Candidate List, a majority of the members of

the CASC are unable to agree on any of the nominees from the list provided, the matter will be elevated to the Senior Vice President of Flight Operations or his designee, who will have final authority to decide the outcome. The Senior Vice President of Flight Operations (or his designee) will confer with the Local Union President before reaching an outcome.

- c. The names of Crew Members on the Candidate List shall not be publicized nor shall either party inform Crew Members of their respective placement on a Candidate list. Upon notification by the CASC of the selection of nominees, the Company shall offer to those nominees the position of Check Pilot.
 - d. The CASC shall be comprised of four (4) members from each fleet type: two (2) members selected by the Company and two (2) members selected by the Union, both of whom are active Crew Members in the applicable fleet and on the Atlas Air Pilots' Master Seniority List, with at least one (1) year of service as a Captain.
 - e. Should a current member of the CASC resign and the parties fail to come to an agreement on a subsequent committee member, the sponsoring party shall provide a list of three (3) names, in accordance with Article 11.I.7.d., above, from which the other party will select one (1) who will become the new CASC member.
 - f. Within ten (10) days of learning that the Company or Union has removed, for any reason, its appointee(s) to the CASC, a meeting will be scheduled to fill the position pursuant to Article 11.I.7.d. and Article 11.I.7.e., above.
 - g. The Union shall appoint a member to serve as the Chair of the CASC.
8. When the Company selects candidates to serve as CTI's, the Senior Vice President of Flight Operations or his designee will meet with the Union's Local Union President and provide him an opportunity to review the list of selected CTIs. The Union will have three (3) days to provide feedback on any of the candidates selected by the Company. The final decision on CTI selection will remain with the Senior Vice President of Flight Operations or his designee.
9. Training Center (TC) Bidding
- a. CTIs, other than a CTI who is LCA-only qualified, who are assigned to a Training Center(s) (TC) for the entire Bid Month will bid from a TC-specific, equipment-type specific and CTI-category specific bid package for all Work performed in the TC (except for work performed by PTI in accordance with this Agreement).
 - i. An assignment to the TC for the Bid Month shall not affect a CTI's Base under Article 24.
 - ii. Bidding shall take place prior to the regular monthly bid for all other Crew Members.
 - iii. The Company shall create separate TC-specific lines for all CTIs.

- iv. If a CTI is qualified in more than one CTI category, the Company may require the CTI to bid for a category-specific line as specified in the Bid List.
 - v. The TC-specific lines may be thirty (30) and/or sixty (60) Day lines. If the Company makes sixty (60) Day lines available, for every one sixty (60) Day line in a Category, there shall be at least four (4) thirty (30) Day lines in the same Category.
 - vi. TC-specific lines will include deadhead travel from the CTI's Base to the TC and from the TC to his Base. Such deadhead travel shall be included in the awarded or assigned "footprint."
- b. Each TC-specific category will have lines associated with work in the TC and "Proficiency Flying Lines" (PFL) to perform Proficiency Flying.
 - i. On a quarterly basis, no less than thirty percent (30%) of the lines for each TC-specific category referred to above will be PFLs.
 - ii. If there is more than one TC, a CTI may be assigned training duties at more than one TC during the same Bid Month.
 - iii. When a TC CTI is awarded a PFL, he will bid for his actual bid line for the Bid Month based on his Position and in accordance with the same procedures applicable to other Crew Members under Article 25.I.
 - c. If an insufficient number of CTIs bid for TC training lines, the Company may assign the unfilled TC lines in an equipment-type and CTI category in reverse seniority order.
 - d. A LCA, other than a CTI who is LCA-only qualified, will bid based on his Position and in accordance with the same procedures applicable to other Crew Members under Article 25.I. After a LCA is awarded or assigned a Bid Line, the Company may assign OE, line checks, or line flying at its discretion. If an operating Crew Member is displaced as result of a LCA performing training or checking events, such displacement will be in accordance with Article 25.E.3.b.
10. If a Check Pilot has performed at least two (2) full months of his PFL with a fully qualified crew in the preceding twelve (12) months, the Company may assign a student to the Check Pilot on up to fifty percent (50%) of the Check Pilot's legs in the third and fourth Bid Months of his PFL. With the Union Training Committee Chairman and the Fleet Captain's approval, the Check Pilot may waive the fifty percent (50%) restriction and/or the full two (2) months of PFL restriction in the preceding sentence. If the Company assigns one or more student(s) to the Check Pilot, in the third or fourth month, the Company shall place one additional Check Pilot on the list referenced in Article 11.1.b., above, for each student(s) assigned to the Check Pilot.

11. General

- a. The Company may assign CTIs to perform Administrative Duties. The CTI Crew

Member assigned Administrative Duties will be credited and paid in accordance with Article 3.

- b. The Company shall provide CTIs transportation to the location of any ground training assignment and return transportation, including per diem and lodging in accordance with Article 5 for all training assignments away from Base.
- c. A CTI who is assigned training duty shall receive credit and pay for travel between his Base and the training location.

J. Training Critique Review Program

- 1. The Company and the Union will maintain a program for Crew Members in training to provide confidential feedback regarding the training program. The Crew Members in training may also provide confidential feedback regarding the performance of individual CTIs, or any other training personnel with whom they interact during any training event or program they attend.
- 2. The results of such confidential feedback will be available for review by the Union Training Committee and the Company, for the purpose of enhancing the program, improving instruction and/or determining instructor performance.

ARTICLE 12

HOURS OF SERVICE

A. General

1. Except as specifically set forth in this Article 12, Crew Members are not required to exceed the flight time or duty period limitations contained in this Agreement.
2. Except for Company flight operations, a Crew Member shall not perform any flying that would count toward his Federal Aviation Regulations (FAR) flight time or duty time limitations without prior permission by the Company. Nothing herein shall prevent a Crew Member from flying military aircraft as part of any military reserve obligation.
3. After the commencement of a Pre-Duty Rest Period, a deadheading Crew Member may be changed to an operating Crew Member with the Crew Member's consent. An operating Crew Member may be changed to a deadheading Crew Member at the Company's discretion.
4. Upon request, the Company shall provide the Union, on a quarterly basis, with the following information:
 - a. The date a Duty Period was extended;
 - b. The flight(s) affected;
 - c. Whether the flight(s) was crewed by a Two (2) Person Crew, Three (3) Person Crew or Augmented Crew;
 - d. Length of scheduled Duty Period;
 - e. Length of actual Duty Period;
 - f. Reason(s) for Duty Period extension.
5. At the request of the Local Union President or his designee, the Company will meet with the Union to discuss scheduling concerns, (e.g. Duty period exceedances, and Block Time exceedances).
6. A Crew Member will not be responsible for initiating or coordinating a wakeup call for any other Crew Member, or for otherwise notifying another Crew Member of his report times or revisions thereto, unless extraordinary situations exist that limit or prevent the Company from contacting the other Crew Member.
7. The Company will provide wake-up calls to Crew Members whose Duty Periods begin with an operating flight or deadhead on a Company aircraft. The Company shall be excused from providing a wake-up call if extraordinary situations exist that limit or prevent the Company from contacting the Crew Member. The wake-up call shall not occur more than three (3)

hours prior to the scheduled departure time unless the Union consents to a longer period of time, which consent shall not be unreasonably withheld.

8. The Crew Member will also provide a telephone number for use by the Company only for purposes of reaching a family member in the case of a personal emergency involving the Crew Member.

B. Maximum Landings

1. Domestic Cargo and Passenger Operations

- a. A Crew Member will not be scheduled to exceed three (3) landings, as part of an operating crew, in a Duty Period that begins between 0100-0459 local Base time, which is the critical period. If a Crew Member is scheduled for three (3) landings as described above, his next Duty Period that begins in the critical period in that Trip Pairing will have two (2) or fewer landings, unless the Crew Member had an intervening critical period free from duty in that Trip Pairing.
- b. A Crew Member will not be scheduled to exceed four (4) landings, as part of an operating crew, in any Duty Period that touches the period between 0100 and 0459 local Base time.
- c. A Crew Member will not be scheduled to exceed five (5) landings, as part of an operating crew, in any Duty Period.
- d. A domestic Trip Pairing will not be scheduled for a cumulative total of more than twelve (12) landings in the critical period.
- e. The landing limits in this Article 12.B.1., may be increased by one (1) landing for operational reasons.
- f. For purposes of this Article 12.B.1., "Domestic" shall mean flights that operate between two airports located within the United States, Mexico, Canada and/or the Caribbean.

2. International Operations

- a. A Crew Member will not be scheduled to exceed three (3) landings, as part of an operating crew, in a Duty Period. This limitation may be exceeded by one (1) landing with the concurrence of the Local Union President, such concurrence not to be unreasonably withheld.
- b. The landing limitations in this Article 12.B.2. may be increased by one (1) landing for operational reasons.
- c. Any Duty Day in excess of fourteen (14) hours with more than two landings will require a minimum of two Captains.
- d. For purposes of this Article 12.B.2., "International" shall mean any flights that do not

meet the definition of “Domestic” in Article 12.B.1.f., above.

C. Duty Period Report Time and Release Time

1. Except as provided in Article 12.C.2. and 12.C.3., below, a Crew Member’s Duty Period shall commence (“report time”) and his Duty Period shall end (“release time”) as provided in the following table:

Chart below:

Crew	Report Time	Release Time
Operating Flight Crew (Domestic)	1:00 prior to scheduled departure	30 minutes after actual Block In time
Operating Flight Crew (International)	1:30 prior to scheduled departure	30 minutes after actual Block In time
Deadhead – Company Aircraft (Domestic)	1:00 prior to scheduled departure	30 minutes after actual Block In time
Deadhead – Company Aircraft (International)	1:30 prior to scheduled departure	30 minutes after actual Block In time
Deadhead – Commercial Flight (International)	1:30 prior to scheduled departure	30 minutes after actual Block In time
Deadhead – Commercial Flight (Domestic)	1:00 prior to scheduled departure	15 minutes after actual Block In time
Ground Deadhead Transportation	Scheduled departure time for Limo	Scheduled arrival time

2. If the Crew Member fails to report as required for a flight or deadhead, his report time will be the time the Crew Member actually checks in for the flight or deadhead segment.
3. The report and release times listed above may be increased due to the transportation time between a particular airport and a Crew Member’s lodging. Such increases are subject to Union approval, which shall not be unreasonably withheld. The Company will notify affected Crew Members of the changes in report and/or release times.

D. Duty Time Limitations

A Crew Member is on duty in accordance with the provisions of this Article 12.D. Except when an applicable FAR requires a shorter duty period, the domestic and international flight and duty time limitations shall be as follows:

1. Cargo Operations

a. Two Person Crew

	Report for Duty*	Scheduled Limit	Operational Limit	Operate Followed By DH**	Reserve Followed by Flight Duty
Day	0500-1559	13:00	15:00	16:00	16:00
Night	1600-0059	11:30	13:30	16:00	15:30
Critical	0100-0459	9:30	11:30	16:00	13:30

*Domestic – Local Base Time; International – Acclimated Report Time (as defined by Part 117)

** A Crew Member shall not be required to deadhead by commercial air following flight Duty in the critical period except when deadheading to Base.

b. Three Person Crew

	Scheduled Limit	DH Followed by Operate (Scheduled)	Operational Limit	Operate Followed by DH*	Article 33 Scheduled Limit	Article 33 Operational Limit
Three Person**	14:00	14:00	17:00	18:00	14:00	17:00

*The portion of this duty period relating to the operation of flight(s) may be no greater than 14:00 consecutive hours (scheduled) or 17:00 consecutive hours (operational)

**The maximum scheduled and actual duty periods for a Crew Member on R-2 or R-3 who is assigned a flight assignment shall be the limitations set forth in this chart plus four (4) hours.

- i. This Article 12.D.1.b. applies to aircraft augmented to three (3) Crew Members.
- ii. When the duty period is scheduled to consist solely of an operating flight or flights (i.e., no deadhead), or of a deadhead followed by an operating flight or flights (i.e., deadhead to operating flight), the maximum scheduled duty period shall be fourteen (14) consecutive hours. Once scheduled, a duty period may be extended to no more than seventeen (17) hours.
- iii. When the duty period is scheduled to consist of an operating flight or flights followed by a deadhead (i.e., operating flight to deadhead), the maximum scheduled and actual duty period shall be eighteen (18) consecutive hours of which no more than fourteen (14) consecutive hours of the Duty Day may relate to the operation of a flight(s) (or no more than seventeen (17) consecutive hours if Article 12.D.1.b.ii., above, applies).
- iv. The maximum scheduled and actual duty periods for a Crew Member on R-2 or R-3 who is assigned a flight assignment shall be those set forth in Articles 12.D.1.b.ii. through 12.D.1.b.iii., plus four (4) hours.

c. Four Person Crew

	Scheduled Limit*	Operational Limit*	Article 33 Scheduled Limit	Article 33 Operational Limit
Four Person**	18:00	20:00	20:00	22:00

* The limit applies whether operating or any combination of operating and deadheading within the duty period

**The maximum scheduled and actual duty periods for a Crew Member on R-2 or R-3 who is assigned a flight assignment shall be those set forth in this chart plus four (4) hours.

- i. This Article 12.D.1.c. applies to aircraft augmented to four (4) Crew Members:
- ii. The maximum scheduled duty period shall be eighteen (18) consecutive hours whether operating or any combination of operating and deadheading within the duty period. Once scheduled, a duty period may be extended to no more than twenty (20) consecutive hours.
- iii. When a four-person crew operates a flight in a Hostile or Infectious Disease Area, the maximum scheduled duty period shall be twenty (20) hours with a maximum of two (2) landings (or three (3) landings if two (2) landings are scheduled to occur in the Hostile or Infectious Disease Area). Once scheduled, a duty period may be extended operationally to no more than twenty-two (22) hours.
- iv. The maximum scheduled and actual duty periods for a Crew Member on R-2 or R-3 who is assigned a flight assignment shall be those set forth in Articles 12.D.1.c.ii. through Article 12.D.1.c.iii. plus four (4) hours.

2. Passenger Operations

The Flight Duty Period limitations set forth in Part 117 shall apply to a Crew Member's scheduled and actual flight assignments, including when a Crew Member's reserve period is followed by flight duty. For situations when a Crew Member operates a flight followed by a deadhead assignment, the limitations in the column "Operate Followed by DH" in the table set forth in Article 12.D.1.a., above, shall apply.

3. Deadhead

- a. Deadheading at the direction of the Company is duty.
- b. A duty period that consists solely of deadheading will not be scheduled to exceed seventeen (17) hours, provided however, this limitation may be exceeded on a commercial deadhead in business class or better or on a non-stop deadhead on a Company aircraft, up to a maximum of twenty (20) hours of duty.
- c. A Primary Line holder who has completed all of the operating segments of his Trip

Pairing and has less than forty-eight (48) hours remaining in his Trip Pairing may elect to waive any rest and duty requirements for the deadhead segment back to his Base. A Trip Pairing that complies with Article 12 and Article 25 must be published in the crew management system for credit and pay purposes. The Primary Line holder will notify the Company when exercising his rights in this provision.

- d. At the end of his Trip Pairing, and subject to Company concurrence, a Crew Member other than a Primary Line Holder may waive any rest and duty time requirements in order to deadhead back to his Base to begin a block of consecutive Days Off. A Trip Pairing that complies with Article 12 and Article 25 must be published in the crew management system for credit and pay purposes.
- e. A Crew Member on R-2 or R-3 who is assigned deadhead shall be subject to the duty period limitations set forth in Article 12.D.3.b., plus four (4) hours.
- f. When a deadhead follows flight deck duty in the same Duty Period, no more than five (5) hours will be scheduled between Block-in of the operating flight and scheduled departure of the deadhead.

4. Inoperative Autopilot

Notwithstanding the applicable duty time limitations set forth in this Article 12.D., if the aircraft's automatic Pilot system is fully inoperative the crew shall not be scheduled to operate that aircraft for more than eight (8) hours or the period of time that is provided in the Minimum Equipment List (MEL), whichever is less.

5. After the Originally Scheduled Departure Time:

- a. The applicable duty category (Two Person Crew, Three Person Crew, Four Person Crew, Deadhead) cannot be changed for the purpose of extending duty limits; and
- b. Except for Crew Members assigned flight duty from Reserve, the Company may not add additional duty unless it is the result of a diversion or an operational delay directly related to that Crew Member's flight, or the Crew Member expressly consents after discussion with Crew Scheduling.

6. Domestic Duty Window: Following a Crew Member's first operating flight during a Domestic Trip Pairing that is scheduled to touch the critical period (i.e., between 0100-0459 local Base time), the following shall apply:

- a. Subject to Article 12.D.6.b., below, all of the Crew Member's subsequent Domestic duty periods must fall within a sixteen (16)-hour window measured from the earliest report time of all subsequent duty periods in the Trip Pairings to the latest release time of all such duty periods. The Domestic Duty Window applies to multiple Trip Pairings, including Open Time Trip Pairings, until Article 12.D.6.b. applies.
- e. The Domestic Duty Window shall cease to apply upon the Crew Member's next scheduled layover of at least thirty (30) hours, which may be reduced to twenty-six (26) hours due to weather, maintenance, Air Traffic Control or other operational delay. Following such layover, if the Crew Member subsequently operates a flight during a

Domestic Trip Pairing that is scheduled to touch the critical period, a new Domestic Duty Window shall apply.

- c. This Article 12.D.6. shall not apply to Trip Pairings assigned to Crew Members from Reserve.
- 7. Transportation Local in Nature from the location where the Crew Member was released from duty to lodging and from the lodging to a duty assignment does not count toward Duty Period Limitations set forth in this Article 12.

E. Block Hour Limitations

- 1. Two (2) Crew Member Crew (Cargo)

A Crew Member will not be scheduled as an operating Crew Member in excess of eight (8) Block hours during a single Duty Period.

- 2. Three (3) Crew Member Crew (Cargo)

A Crew Member will not be scheduled as an operating Crew Member in excess of twelve (12) Block hours during a single Duty Period.

- 3. For all Passenger Operations, the Block Hour limitations set forth in Part 117 shall apply to a Crew Member's scheduled and actual flight assignments, including when a Crew Member's reserve period is followed by flight duty.
- 4. The Company shall abide by all Federal Aviation Regulations applicable to its Crew Members relating to block hour limitations. The Company will not seek relief from such block time limitations via a Fatigue Risk Management System (FRMS) without Union concurrence.

F. Augmented Crew Provisions

- 1. The provisions of this Article 12.F. shall apply to three (3) Crew Member Crew and four (4) Crew Member Crew.
- 2. The Company will not oppose FAA approval of an enhanced rest environment on B767 cargo aircraft or any aircraft that does not have a rest facility that permits augmentation under FAR 121.485. If the cargo aircraft does not have such a rest facility, an enhanced sleep opportunity will be required following the flight, unless that flight is the last operating flight of a Trip Pairing. The enhanced sleep opportunity will consist of a duty-free period of at least eighteen (18) hours. The enhanced sleep opportunity may be waived by the Crew Member operationally down to a minimum of fourteen (14) hours.
- 3. A four-person crew may be utilized only on aircraft equipped with a bunk for each resting Crew Member that allows for a flat sleeping position and is located separate from the flight deck. The rest area must be temperature controlled, allow the flight crew member to control light, and provide isolation from noise and disturbance.
- 4. Notwithstanding Article 12.F.3. above, FAR Part 117 shall govern passenger aircraft rest facility requirements.

G. Minimum Rest Periods

1. A Crew Member shall receive a Minimum Rest Period after every Duty Period. The Company shall notify a Crew Member of his next report time prior to the commencement of the rest period.
2. The length of the Minimum Rest Period is as set forth in this Article 12.G., or as required by an applicable FAR, whichever results in the longest rest period.
 - a. For a Duty Period in Domestic Operations, the Minimum Rest Period shall be ten (10) consecutive hours.
 - b. For a Duty Period in International Operations that does not precede a flight operation and where the previous Duty Period did not exceed twelve (12) hours, the Minimum Rest Period shall be ten (10) hours.
 - c. For Duty Periods in International Operations scheduled up to eighteen (18) hours not covered by Article 12.G.2.b., above, the Minimum Rest Period shall be fourteen (14) hours (which may be operationally reduced to twelve (12) hours), except when Article 12.I.4.b.(ii), below, applies.
 - d. For Duty Periods in International Operations scheduled in excess of eighteen (18) hours, the Minimum Rest Period shall be sixteen (16) hours (which may be operationally reduced to fourteen (14) hours), except when Article 12.I.4.b.(ii), below, applies.
3. It shall be the Crew Member's responsibility to notify the Company of any circumstances that have adversely affected his receiving the Minimum Rest Period required under this Article 12 (e.g., excessive time spent clearing customs/immigration, lost luggage, ground transportation or lodging issues). Upon request of the Crew Member, the Company will adjust the Crew Member's rest period so that the Crew Member receives the Minimum Rest Period required by this Article 12.
4. The Minimum Rest Period taken in accordance with Article 12.G.2. above, will immediately follow the Crew Member's Duty Period.
5. A Crew Member must be prospectively given at least thirty-two (32) consecutive hours free from all Duty within the past one hundred sixty-eight (168) consecutive hour period before beginning any flight or deadhead duty period. Operationally, this rest may be reduced to thirty (30) consecutive hours within the past one hundred sixty-eight (168) consecutive hour period. Any contactability requirement, in accordance with Article 12.H., will reset at the conclusion of the thirty-two (32) hour period or thirty (30) hour period, as applicable, unless it overlaps with a Pre-Duty Rest Period.
6. If a Crew Member is delayed in the completion of his assigned duties beyond the scheduled or rescheduled termination time of his Duty Period (e.g. extended customs clearance, maintenance, surface deadhead), the Crew Member's rest period will begin at the time the Crew Member notifies scheduling of his actual arrival behind the hotel room door.

7. If a Crew Member in Domestic Operations receives a rest period of less than eleven (11) hours immediately following operation in the critical period, his next layover must be at least twelve (12) hours.

H. Crew Member Contact during a Minimum Rest Period, Layover Period and Pre-Duty Rest Period

1. A Domestic Scheduled or International Scheduled Primary Line Holder will have no contactability requirements but will be required to check for schedule changes using a PCD, mobile device, personal computer, or by contacting crew scheduling prior to entering a Minimum Rest Period or a Pre-Duty Rest Period, as applicable, and prior to departing his rest facility. A Pre-Duty Rest Period is the ten (10) hour period immediately preceding a Crew Member's report time. The Company may attempt to contact such Crew Members pursuant to Article 12.H.2.a. and Article 12.H.2.b., below.
2. All other Crew Members flying in any other type of flight operation will be subject to the following contactability requirements:

- a. Minimum Rest Period and Pre-Duty Rest Period Contact

A Crew Member is not contactable during a Minimum Rest Period or a Pre-Duty Rest Period but will be required to check for schedule changes prior to entering a Minimum Rest Period or a Pre-Duty Rest Period, as applicable, and prior to departing his rest facility. Crew Members are not required to keep Personal Communications Devices (PCD) (or any similar communications device, including any Company-issued telephone or Internet-based device) "on" during such rest periods. However, Crew Members may be required to leave the device on solely for the purpose of receiving a wake-up call if all other functions can be "silenced."

- b. The Company may only attempt to contact a Crew Member during a Minimum Rest Period or Pre-Duty Rest Period as set forth below:
 - i. via a PCD or any similar Company-issued communications device, including a Company-issued telephone or Internet-based device for the purpose of changing the Crew Member's assignment or duty start time; *provided*, a change to the Crew Member's assignment or report time under this Article 12.H.2.b.i. is not effective unless the Crew Member Affirmatively Accepts the change; or
 - ii. by any means for the purpose of notifying him of a personal or family emergency or a threat to his security. Such attempts to contact the Crew Member during rest will not be deemed to break or interrupt his rest.
- c. The Company will not attempt to contact a Crew Member during a Minimum Rest Period or Pre-Duty Rest Period by a method other than as permitted by Article 12.H.2.b.i. above, (e.g., not by hotel phone, another Crew Member or third parties, hotel employees), for the purpose attempting to change his assignment or report time unless the device referred to in Article 12.H.2.b.i., is not operating. A Crew Member will notify the Company if the device becomes inoperative or is not in the Crew Member's

possession. If the Company contacts a Crew Member in violation of this Article 12.H.1.c., the required Minimum Rest Period or Pre-Duty Rest Period begins anew unless waived by the Crew Member.

d. Layover Period Contact

A Layover Period is the period of time, between the end of a Minimum Rest Period and the start of the Pre-Duty Rest Period. Crew Members are not required to keep Personal Communications Devices (PCD) (or any similar communications device, including any Company-issued telephone or Internet-based device) “on” during a Layover Period except as provided below.

- i. The Company may send a communication to a Crew Member by E-Crew (or software equivalent), PCD, Company email, hotel phone, fax, personal cell phone number, if the Crew Member has specifically designated his personal cell phone as a method of layover contact or posting at the Crew Member’s hotel. Any schedule change details shall be reflected in Company’s crew scheduling software.
 - ii. An Ad-Hoc Primary Line Holder and a Secondary and Reserve Line Holder shall check for a Company communication using a PCD, mobile device, personal computer, or by contacting crew scheduling, at the start of the Layover Period, and every twelve (12) hours thereafter during the Layover Period. In the case of an Ad-Hoc Primary Line holder, this contactability requirement only applies to the Ad-Hoc portion of the Primary Line.
- e. Under no circumstances will a Crew Member be required to check for Company communications during a Pre-Duty Rest Period or a Minimum Rest Period.
- f. In the event the PCD, mobile device or personal computer is not operating, or the Crew Member is unable to contact crew scheduling, then the Crew Member will check for messages at the layover hotel.
- g. The Company may require a Crew Member to acknowledge the communication. The requirement to acknowledge a Company communication will not be considered duty.
- h. The Company will not attempt to contact a Crew Member during a Layover Period by a method other than as permitted by Article 12.H.2.d.i, above, (e.g., not by another Crew Member or third parties, hotel employees) for the purpose of attempting to change his assignment or report time.
3. A Crew Member who has received an AWRD Day on the front end of a Secondary Line as a result of not having any Work assigned will be required to check his schedule on each AWRD Day between 1700z-1800z each Day. The earliest a Crew Member can be required to depart is the following calendar day.
4. The Company will not contact or attempt to contact any Crew Member by telephone (including mobile phone etc.) on his Day Off for the purpose of covering Open Time trips if the Crew Member has indicated in the scheduling software that he is a “No Cold Call”

selectee.

5. When a Crew Member is required to check and/or acknowledge his schedule for any purpose in this Article 12 via PCD, mobile device, or personal computer, he must do so using an application approved by the Company, or by contacting Crew Scheduling.
6. Prior to the Company changing the method of electronic communications with Crew Members, the Company and Union will meet to discuss and resolve matters of mutual concern.

I. Schedule Change Notice

1. If the Company has not changed the assignment or report time in accordance with Article 12.H. above or Article 12.I.4., below, the Duty Period will commence at the Originally Scheduled Report Time.
2. A Crew Member will check and acknowledge his schedule using a PCD, mobile device or personal computer prior to his release from duty as established in the chart in Article 12.C., above.
3. A Crew Member shall check for a Company communication or schedule change, and shall acknowledge the communication and/or schedule change using a PCD, mobile device, or personal computer, or by contacting Crew Scheduling, at the Crew Member's report time.
4. Changes to a Crew Member's report time will be in accordance with the following:

- a. Changes to report time before the start of the Pre-Duty Rest Period for the Originally Scheduled Departure / Report Time:

If the Company notifies a Crew Member of a change in accordance with Article 12.H., or Article 12.I.2, above, he may not be required to report for duty until the Crew Member receives the required Pre-Duty Rest Period. If an applicable Federal Aviation Regulation requires that the Crew Member report at a later time, the Federal Aviation Regulation will control the actual report time. The Company will provide a revised report time when communicating the schedule change. A Crew Member is not required to be contactable during the above-mentioned Pre-Duty Rest Period. The Company may attempt to contact a Crew Member during such period in accordance with Article 12.H.2.b.(i), above.

- b. Changes to report time within the Pre-Duty Rest Period for the Originally Scheduled Departure / Report Time:

- i. If the Crew Member has received a wake-up call, or does not require a wake-up call in accordance with Article 12.A.7., then the Duty Period will commence at the Originally Scheduled Report Time.

- ii. If a Crew Member has not received a wake-up call, the Crew Member's Originally

Scheduled Report Time may be delayed for up to five (5) hours or, with the Crew Member's concurrence, to a later time. If the Crew Member is delayed more than five (5) hours, the Crew Member will receive a Rest Period of ten (10) hours or more prior to his next Duty Period.

- iii. A Crew Member will not be required to remain on an aircraft or an airport environment for a period of greater than four (4) hours after his Originally Scheduled Departure Time due to a delayed status, except that in locations where a Company lounge is available, the limit shall be six (6) hours. The Crew Member may waive the four (4) hour/six (6) hour limit. If the flight does not depart, the Crew Member will receive a Rest Period of ten (10) hours or more prior to his next Duty Period.
5. Whenever a Crew Member checks his schedule as required by this Article 12 and there is a change to his schedule in accordance with this Agreement, he will be required to acknowledge such change.

ARTICLE 13

LEAVES OF ABSENCE

A. PERSONAL LEAVE OF ABSENCE

1. When operational requirements permit, a Crew Member may be granted an unpaid leave of absence for a personal reason.
 - a. An initial personal leave or an extension of a previously approved personal leave must be requested by the Crew Member. Such request must be in writing to the Crew Member's Chief Pilot and must contain a statement of the reason(s) for the requested personal leave of absence.
 - b. If feasible, the Crew Member shall make the request for personal leave of absence no later than the fifteenth (15th) day of the bid month preceding the bid month in which the leave is to commence, but in any event, as soon as practicable.
 - c. The Company shall provide the Union with a report of all personal leaves of absence on a monthly basis.
2. Both the decision to grant or deny a request for personal leave of absence and the length of any leave of absence that may be granted are in the sole discretion of the Company. The Chief Pilot will respond in writing to a request for leave within seven (7) days of receipt of the request. If the requested leave of absence is granted only in part, the Chief Pilot's response will identify the limitations on the leave. If the leave granted differs from the leave requested, the Crew Member may rescind his request.
3. A personal leave may be granted for a minimum of one (1) complete bid month and a maximum of three (3) bid months. However, on a case-by-case basis, the Company may grant a shorter leave, a longer leave, or may grant an extension beyond three (3) bid months, upon written request by the Crew Member to the Chief Pilot.
4. Once a personal leave has been granted, the leave request may not be withdrawn nor may the granting of the leave be retracted without the mutual consent of both the Company and the Crew Member. Further, the Company may not require a Crew Member to return to Work before the expiration of a properly granted personal leave without the Crew Member's consent, nor can the Crew Member return to Work before the expiration of a properly granted personal leave without the Company's consent.
5. A personal leave of absence shall be unpaid, and the Crew Member's Monthly Minimum Guarantee shall be reduced by dividing the Crew Member's Monthly Minimum Guarantee as set forth in Article 3.B.1. by the maximum number of Days of Work in a Bid Month as set forth in Article 25.A.1., and multiplying that result by the number of scheduled Duty Days in the Bid Month the Crew Member is on personal leave.
6. The Crew Member is required to return to the service of the Company after the scheduled expiration of a personal leave of absence (or any agreed extension thereof). A Crew

Member who fails to do so will be deemed to have voluntarily resigned and the Crew Member's name shall be removed from the seniority list.

7. During a personal leave of absence, the Crew Member shall retain and continue to accrue seniority but will only accrue Longevity in the month in which the personal leave began.
8. Any personal leave of absence which may be granted by the Company shall run concurrently with any other leave of absence for which the Crew Member may be eligible under this Agreement, or under the federal Family and Medical Leave Act ("FMLA") and any other federal or state laws applicable to the Crew Member.

B. MEDICAL LEAVE OF ABSENCE

1. A Crew Member shall be eligible to be placed on a medical leave of absence when the Crew Member is unable to hold a valid medical certificate from the Federal Aviation Administration required for his status, or the Crew Member is unable to perform his duties due to sickness, injury, or disability. A medical leave of absence will be utilized for long-term periods in excess of thirty (30) continuous days of inability to Work as a Crew Member, and shall commence immediately upon the thirty-first (31st) day following the Crew Member's inability to Work as a Crew Member.
2. Subject to the provisions of Article 13.B.1., above, and Article 13.B.2.a., below, a Crew Member will be placed on a medical leave of absence whenever the medical information provided by the Crew Member's treating physician indicates that the total duration of the Crew Member's absence may be thirty (30) days or longer.
 - a. A Crew Member must provide his Chief Pilot (or his designee) documentation evidencing his initial or continuing inability to perform the duties of a Crew Member at the time he requests to go on medical leave. Failure to provide the required documentation in a timely fashion unless otherwise excused from doing so may result in a denial of a medical leave of absence for the Crew Member until he provides the required information. The Company will provide a form for the Crew Member to utilize for his doctor or doctors to provide the following information:
 - i. A diagnosis of the Crew Member's disabling condition;
 - ii. A statement of physical limitations, quantified where possible; and
 - iii. The prognosis for the Crew Member's recovery and an anticipated return to Work date; and
 - iv. A statement of treatment.
 - b. The Crew Member shall update the Company if there is a material change to his condition pursuant to Article 13.B.2.a., above. The Company shall maintain the above information in a confidential manner and not disclose such information to third- parties without the Crew Member's written consent except when such disclosure is required by law, in which case, the Company shall provide the Crew Member with written notice of

the disclosure. The Company shall limit intra-Company disclosure to management personnel and any third-party Administrator who is retained by the Company to make determinations for medical leave or FMLA.

3. If a Crew Member is unable to return to Work after five (5) years from the date his medical leave of absence commenced or twice his length of service with the Company, whichever is shorter, his employment with the Company shall be terminated.
 - a. The length of the medical leave of absence shall extend until the Day the Crew Member actually returns to Work, is placed on furlough in accordance with the provisions of Article 23, has been found to be permanently unable to return to Work, or is terminated. For the purpose of this Article 13.B.3.a., "returns to Work" shall mean fit and available to accept a flight assignment, re-qualification training assignment, or training assignment, as applicable.
 - b. A Crew Member who does not return to Work within seven (7) days after he is no longer precluded from performing the duties of a Crew Member due to sickness, injury, or disability will lose all seniority and be considered to have resigned his employment with the Company.
4. In order to be eligible for a medical leave of absence, a Crew Member must have completed twelve (12) months of Active Service with the Company prior to the date of commencement of the medical leave of absence.
5. A medical leave of absence shall be unpaid, except as provided in this Article 13.B.5. The Crew Member's Monthly Minimum Guarantee will be reduced by dividing the Crew Member's Monthly Minimum Guarantee as set forth in Article 3.B.1. by the maximum number of Days of Work in a Bid Month as set forth in Article 25.A.1., and multiplying that result by the number of scheduled Duty Days in the Bid Month the Crew Member is on medical leave.
 - a. A Crew Member will be required to use any accrued sick leave while on a medical leave of absence in accordance with Article 14 until the Crew Member's accrued sick leave has been exhausted. A Crew Member may use any accrued vacation at his election after short-term sick leave has been exhausted in accordance with Article 7 and Article 14.
6. During a medical leave of absence, the Crew Member will retain and continue to accrue seniority. The Crew Member will retain and accrue Longevity for the first thirty-six (36) months of the medical leave of absence and thereafter shall retain but not accrue Longevity.
7. A Crew Member on a medical leave of absence may continue medical, dental and life insurance coverage for himself and his applicable dependents provided in Article 27 of this Agreement for up to six (6) months from the month following the month his medical leave of absence commenced, so long as he reimburses the Company for the applicable Crew Member contribution then in effect. Thereafter, the Crew Member may continue his medical, dental and/or life insurance coverage during the balance of his medical leave of absence, so long as he reimburses the Company the full cost (both the Crew Member and

the Company contributions) for such coverage.

8. A medical leave of absence may run concurrently with any other leave of absence for which the Crew Member may be eligible under this Agreement, or under the FMLA and any other federal or state laws applicable to the Crew Member.
9. The Company has the right to obtain an additional medical opinion(s), from a physician designated by the Company, regarding the illness or injury of any Crew Member who has requested or been placed on medical leave of absence. In connection with obtaining such a second opinion(s), the Company has the right to require a Crew Member to authorize his treating physician to release relevant medical records to the physician designated by the Company. The Company shall pay all costs for obtaining the second opinion(s).
10. The Company may require a Crew Member to provide medical verification of his ability to resume all of a Crew Member's normal duties as a condition of releasing a Crew Member from medical leave of absence; provided, if the Crew Member claims he is able to resume all normal duties and the Company requires medical verification, the Crew Member shall not be required to use accrued sick leave, but instead, shall revert to regular pay status pending his return to Work.

C. FAMILY AND MEDICAL LEAVE ACT AND STATE STATUTES

1. The Company shall grant leaves of absence in accordance with the Family and Medical Leave Act (FMLA) and this Article 13.C.
2. The Company shall not apply any current or future eligibility rule or regulation related to the location of an employee's residence and/or work site to determine eligibility under the FMLA.
3. In the event the FMLA or the regulations thereto are amended with respect to flight crew eligibility for leave under the FMLA, the Company shall apply the eligibility provisions set forth in Article 13.C.1., above, unless such amendments provide less restrictive eligibility provision(s), in which case, the less restrictive eligibility provision(s) shall apply.
4. A Crew Member on a leave of absence under the FMLA will be required to use all accrued sick leave while on a FMLA leave of absence for his/her own serious health condition, in accordance with Article 14. A Crew Member may use any accrued vacation at his election after sick leave has been exhausted, if applicable.
5. If a Crew Member is eligible for family or medical leave under an applicable state statute that provides greater benefits than under the FMLA, the Company shall grant leave under the state statute. The Company shall apply the eligibility requirements set forth in Article 13.C.1., above, unless the state statute or regulations contain less restrictive eligibility provision(s), in which case, the less restrictive eligibility provision(s) shall apply.
6. During a FMLA leave of absence, the Crew Member shall retain and continue to accrue seniority and Longevity, and shall remain eligible for medical, dental and life insurance benefits provided in Article 27 of this Agreement to the same extent as a Crew Member in

Active Service.

7. To the extent not inconsistent with the express terms of this Agreement, the Company may apply to Crew Members the same rules, regulations and policies regarding FMLA leaves of absence that are applicable to the Company's other employees as set forth in the Company Employee Handbook or related published policies. No such rule, regulation or policy shall operate to disqualify the craft or class from FMLA coverage.

D. PREGNANCY LEAVE OF ABSENCE

1. A Crew Member who becomes pregnant shall, upon her request, be placed on a Pregnancy Leave of Absence.
2. The Pregnancy Leave of Absence shall be for a period of up to nine (9) months, as determined by the Crew Member, subject to the following:
 - a. The Pregnancy Leave of Absence may begin at any time during the pregnancy through the eighty-ninth (89th) day following termination of the pregnancy.
 - b. The Pregnancy Leave of Absence must end no later than ninety (90) days after termination of the pregnancy.
 - c. The Company may require the Crew Member to provide medical verification of pregnancy from her physician.
3. During a Pregnancy Leave of Absence under this Article 13. D., the Crew Member shall be eligible to continue medical, dental, and/or life insurance pursuant to Article 13.B.7., above.
4. A Crew Member on a Pregnancy Leave of Absence shall provide the Chief Pilot with written notice of the date of termination of her pregnancy. Notice shall be provided within fifteen (15) days of the date of termination.
5. A Pregnancy Leave of Absence shall be unpaid, except that the Crew Member may elect to exhaust some or all of her paid sick leave and/or some or all of her vacation available for use while on Pregnancy Leave of Absence.
6. The Crew Member shall retain and continue to accrue seniority and longevity while on Pregnancy Leave of Absence.
7. If the Crew Member does not return to Work at the conclusion of the Pregnancy Leave of Absence, her employment with the Company shall be terminated, unless she is granted a different type of leave of absence.
8. In order to be eligible for a Pregnancy Leave of Absence, a Crew Member must have completed ninety (90) days of Active Service with the Company prior to the date of commencement of the Pregnancy Leave of Absence.
9. A Pregnancy Leave of Absence may run concurrently with any other leave of absence for which the Crew Member may be eligible under this Agreement, or under the FMLA and any other federal or state laws applicable to the Crew Member.

E. PARENTAL LEAVE OF ABSENCE

1. Following the birth of a Crew Member's child or the placement of a child with a Crew Member in connection with adoption or foster care, the Crew Member will be entitled upon request to be paid Parental Leave of Absence of up to one (1) Bid Month. At the time the

Crew Member takes his/her leave, the Crew Member may take up to one (1) additional Bid Month of unpaid Parental Leave.

2. A Parental Leave of Absence, paid or unpaid, will run concurrently with Family and Medical Leave Act ("FMLA") leave and any leave mandated by state law, as applicable. However, a Parental Leave of Absence will not run concurrently with any Company paid or unpaid leave of absence or time off. Additional leave may also be available in accordance with applicable state law.
3. A Crew Member may request unpaid Parental Leave of Absence beyond that to which the Crew Member is entitled under Article 13.E.1., the FMLA or state law in conjunction with the birth of a child or the placement of a child with a Crew Member in connection with adoption or foster care. The Company shall have sole discretion whether to grant or deny such request.
4. During a Parental Leave of Absence, paid or unpaid, the following shall apply:
 - a. The Crew Member may elect to exhaust some or all of his accrued vacation available for use while on such leave.
 - b. The Crew Member shall retain and continue to accrue seniority and longevity while on such leave in accordance with Article 13.B.6., above.
 - c. The Crew Member shall be eligible to continue medical, dental and/or life insurance while on such leave, pursuant to Article 13.B.7., above.
5. The Crew Member may request to take Parental Leave of Absence in non-consecutive Bid Months, as long as they are completed within one (1) year of the birth, adoption or foster care. The Crew Member must make such a request prior to the opening of the bidding for the Bid Month in which the Crew Member wishes to take Parental Leave of Absence. The Company shall have sole discretion whether to grant or deny such request.

F. MILITARY LEAVE OF ABSENCE

1. The Company will grant military leaves of absence in accordance with the requirements of the federal Uniformed Services Employment and Reemployment Rights Act ("USERRA"), and any other federal or state laws that may be applicable to the Crew Members. The Crew Member's retention and accrual of seniority and Longevity, right to continuation of health insurance, any 401(k) benefits, life insurance and similar benefits, vacation and sick leave accrual, and return from military leave or reemployment with the Company, including his entitlement to Status and Base assignments, shall be in accordance with the applicable provisions of the USERRA, and any other federal or state laws that may be applicable to the Crew Members.
2. The Crew Member shall notify the Chief Pilot, in writing, of the dates of the anticipated leave as soon as they are known to the Crew Member. At the request of the Chief Pilot, the Crew Member shall provide a copy of any Orders or Military Training Schedule(s) when

they are available to the Crew Member.

3. Conflicts between an awarded bid schedule and military leave shall be resolved in the same manner as training and vacation schedule conflicts.
4. A military leave of absence shall be unpaid. Pay for Crew Members on military leave that perform Work in a Bid Month shall be determined in accordance with Article 3.B.2.
5. For Crew Members on Military Leave of Absence, the Crew Member and his eligible dependents (subject to TSA requirements or restrictions) shall remain eligible for non-revenue and reduced rate travel privileges, and Crew Member jumpseat privileges in accordance with Company policy and TSA regulations.
6. During a military leave of absence, a Crew Member shall retain and continue to accrue seniority and Longevity.

G. BEREAVEMENT LEAVE

1. In the event of the death of a family member of a Crew Member that requires a release from Duty, the Crew Member shall immediately notify the Chief Pilot.
 - a. The Crew Member shall be granted up to ten (10) paid Days Off from any assigned Duty for the death of an immediate family member, as defined in Article 13.G.2., below.
 - b. The Crew Member's right to bereavement leave for the death of a non-immediate family member shall be governed by Company policy.
2. For purposes of this Article 13.G., "immediate family member" means a Crew Member's:
 - a. Mother/Father/Step Parents/Adoptive Parents;
 - b. Grandmother/Grandfather/Grandchildren;
 - c. Spouse;
 - d. Children/Step Children/Adopted Children;
 - e. Brother/Sister/Adoptive Brother or Sister/Step Brother or Sister/;
 - f. Mother-in-Law/Father-in-Law
3. If a Crew Member is assigned away from his Base when a death occurs and if requested by the Crew Member, the Company will provide travel by the most expeditious means to the Crew Member's choice of any Base, the commercial airport nearest his residence, or, if less expensive, another location.
4. Bereavement Leave will commence on the Day following the date of arrival at the Crew Member's requested location pursuant to Article 13.G.3., above. A Crew Member shall schedule Bereavement Leave as soon as practicable after the death of a member of his

Immediate Family.

5. Upon the expiration of the Bereavement Leave, the Crew Member may request a Personal Leave of Absence in accordance with Article 13.A., herein.
6. For any month in which Bereavement Leave is taken, a Crew Member shall be paid for trips flown, or Minimum Monthly Guarantee, whichever is greater.
7. A Crew Member displaced from his line by Bereavement Leave may be reassigned either reserve or flight duty. Any reassignment of duty will protect the Crew Member's originally awarded Days Off unless the Crew Member agrees otherwise.
8. A Crew Member may be granted additional unpaid time off for bereavement at the discretion of the Company.
9. During a Bereavement Leave of absence, a Crew Member shall retain and continue to accrue seniority and longevity.

H. JURY DUTY

1. A Crew Member shall be excused from his regular duties on Days when he is required to be present for jury duty. When a Crew Member is summoned for jury duty he shall promptly notify Crew Scheduling of such and shall provide a copy of the summons or other documentation to his Chief Pilot.
2. When deemed operationally necessary by the Company, the Crew Member will fully cooperate in attempting to obtain a waiver or rescheduling of the jury duty assignment.
3. A Crew Member summoned for jury duty shall not be required to perform any duties with the Company from the time he reports for jury duty until all obligations under the summons are satisfied unless temporarily released from such obligations (other than weekends) for period(s) of time sufficient to meet scheduled duties with the Company. If the Company assigns the Crew Member duty pursuant to this Article 13.H.3., he shall receive a minimum of ten (10) hours of rest after temporary release from jury duty and prior to duty. The Company shall not assign duty that interferes with the Crew Member's jury duty obligation.
4. For any month in which jury duty is taken, a Crew Member shall be paid for trips flown, or Minimum Monthly Guarantee, whichever is greater.
5. While on jury duty a Crew Member shall remain responsible as if actively at Work for maintaining his system staffing standing bid and monthly schedules.
6. A Crew Member will retain and continue to accrue seniority and Longevity for all purposes while on jury duty.
7. If the Crew Member is released from jury duty earlier than the planned duration of such leave, he shall promptly notify the Chief Pilot so that the Crew Member will be available for assignments on scheduled Work Days.

8. If the Crew Member is assigned to a case that is expected to last longer than the original jury duty period, he shall promptly notify the Chief Pilot.

I. UNION LEAVE OF ABSENCE

1. The Company shall pay, at no cost to the Union, a total of seventy (70) hours of credit and pay system-wide for Union business each calendar month. Such credit and pay shall be distributed as directed by the Local Union President. Any remaining unused portion of the seventy (70) hour monthly limit may be banked and used against future chargeable flight pay loss amounts at the Local Union President's discretion. Requests for the removal of Crew Members for Union Business shall not be unreasonably requested or denied.
2. Upon request by the Union, the Company shall release the Local Union President and up to two (2) Crew Members from duty for the purpose of performing local Executive Council duties. The duration of such leaves will be as requested by the Union. Any additional leaves of absence pursuant to this Article 13.I.2 and the duration thereof shall be as requested by the Union, subject to the needs of the service. Requests for the removal of additional Crew Members shall not be unreasonably requested or denied.
3. Provided the Company has received prior notice in accordance with Article 13.I.7., and subject to the needs of service, the Company will release up to six (6) Crew Members for Union Leave of Absence. For every additional 200 Crew Members above 1800 total Crew Members on the Atlas Air Pilots' Master Seniority List, the Company will release one (1) additional Crew Member if requested, subject to the needs of service.
4. When the Company requests to meet with a Local Union Committee, the Crew Member(s) shall be paid by the Company. Such Crew Members will be compensated in accordance with the Administrative Duty provision in Article 3, or the value of credit and pay lost, whichever is greater. Pay, benefits, seniority, Longevity and bidding rights for a Crew Member(s) on Administrative Duty under this Article 13.I.4. shall be as for all other Crew Members in Active Service. The Union shall have no reimbursement obligation for Crew Members on Administrative Duty under this Article 13.I.4.
5. Upon request by the Union, the Company shall grant a leave of absence of up to two (2) Crew Members who accept full-time elected or appointed positions with the International Union that is expected to last for thirty (30) days or more. The duration of such leaves of absence shall be as requested by the Union; provided, the minimum time for such leaves of absence is one (1) complete calendar bid month. Subject to the needs of the service, the Company may grant additional leaves of absence pursuant to this Article 13.I.5. Crew Members on a leave of absence pursuant to this Article 13.I.5 shall accrue seniority and Longevity for the duration of the leave of absence. Pay and benefits shall be through the Union at its expense.
6. Upon request by the Union, the Company shall pay and release from duty up to four (4) Crew Members to serve on the Union's collective bargaining Negotiating Committee. The duration of such release from duty shall be as directed by the Union. Subject to agreement between the Company and the Union, Crew Members granted a release from duty under this Article 13.I.6., shall make themselves available for assignments when time between

negotiations sessions and/or preparing for negotiations is sufficient to allow a Crew Member to complete such assignment. The Union shall not unreasonably withhold its agreement. Subject to the needs of the service, the Company may grant additional releases pursuant to this Article 13.I.6.

7. When known in advance, the Union shall attempt to request Union leaves of absence prior to the 15th of the month prior to the bid month, but in all cases, as soon as practicable.
8. Crew Members on Union leave of absence pursuant to Article 13.I.2., Article 13.I.3., and Article 13.I.6., above, shall continue to receive, earn and accrue seniority and Longevity and shall remain eligible for all benefits of employment as if he had not been released.
9. Requests for release from duty for Crew Members performing Union duties shall be made to the Senior Vice President-Flight Operations or his designee. The Local Union President or his designee will submit such requests. Requests shall be submitted to the Company via electronic mail delivery as far in advance as practicable. The request will indicate names, dates and duration for which release is requested. Receipt of all requests shall be acknowledged via electronic mail delivery or any other method to which the parties agree.
10. Unless otherwise agreed, the Senior Vice President-Flight Operations, or his designee, shall respond to the request electronically to the Union office as soon as practicable but not later than seven (7) business days following receipt of such request.
11. The Union shall notify the Company promptly when leaves are canceled or terminated before the requested date.
12. Each Crew Member, upon returning from Union duty, shall contact Crew Scheduling immediately to advise the Company of his return and availability for duty.
13. A Crew Member released from Work for an entire Bid-Month shall not be eligible to bid for the Bid-Month in which leave is taken. The Union will designate the Days Off in the month in which the leave is taken.
14. A Crew Member released from Work for an entire Bid-Month will be eligible to bid for Open Time on his Day(s) Off.
15. A Crew Member released from Work for an entire Bid-Month may submit standing bids pursuant to the criteria applicable to Crew Members in Active Service in Article 24 ("Filling of Vacancies"), and any vacancy awarded will be deemed a "phantom" Position and awarded pursuant to the procedure set forth in Article 13.J.3. A Crew Member shall be paid at the same rate of pay for that awarded Position when the junior Crew Member becomes eligible to receive pay for such Position.
16. When a Crew Member(s) returns from Union Leave of Absence, the Union's obligation to repay the Company for any pay and benefits will cease when the Crew Member is again available for Work, *provided* that, for a Crew Member returning from a Union Leave of Absence for one (1) year or more, the Union must provide the Company with notice of the Crew Member's return to Work at least forty five (45) days prior to the conclusion of the

Union Leave of Absence or its obligation to repay the Company shall continue until the Crew Member has entered training.

17. The Company will release members of the Union Training Committee or their designees, from conflicting duty, to carry out duties as set forth in Article 11, subject to the needs of service.
18. The Union may request additional Union leave, for reasons other than those specified in this Article 13.I. Any Company response denying or limiting additional Union leave requests shall include a statement of the grounds upon which such requests was denied or limited. If the Company denies or limits a request for Union leave on account of staffing shortages, the Crew Member may, on his own, attempt to arrange for another Crew Member to fly his Trip Pairing(s). However, the Company must approve such an arrangement in advance to ensure that both Crew Members will be legal and otherwise available to fly their remaining assignments during their Bid Period. Requests for the removal of Crew Members from flying pursuant to this Article 13.I.18. shall not be unreasonably requested or denied.

J. GENERAL

1. Except as otherwise provided for in this Article 13, during the first six (6) months of a leave of absence under this Article 13, the Crew Member and his dependents may continue any Company-provided medical, dental and/or life insurance coverage so long as he reimburses the Company for the applicable Crew Member contribution for such coverage. Thereafter, the Crew Member may continue his medical, dental and/or life insurance coverage during the balance of his leave of absence, so long as he reimburses the Company the full cost (both the Crew Member and the Company contributions) for such coverage.
2. Vacation and sick leave will not accrue for any bid month in which a Crew Member is on a leave of absence for more than one half of the bid month.
3. A Crew Member on a leave of absence may submit standing bids pursuant to the criteria applicable to Crew Members in Active Service in Article 24 of this Agreement, and any vacancy awarded will be deemed a "phantom" Position. Upon return to duty from any leave of absence, and upon successful completion of any applicable upgrade or re-qualification training, the Crew Member's assignment will be based on his "phantom" award, or, if the Crew Member did not receive a "phantom" award, on the Crew Member's Position prior to the start of the leave of absence.
4. Except as provided for in Article 13.B.3., failure to return to Work as required following a leave of absence shall be treated as a resignation of the Crew Member's employment with the Company.
5. A Crew Member returning from a leave of absence shall be returned to Active Service (i.e., receive Pay and Benefits) upon notification to the Company that he is available to return to Work on the earlier of the first Day he is available for flight duty (i.e., current and qualified) or the Day he reports to begin any training necessary to return him to flight duty, but in no case longer than forty five (45) days after he is available to report for training, if required.

6. Unless specifically provided otherwise, all leaves of absence shall be unpaid.
7. For other than military leave of absence and subject to Article 13.F, all leaves for a Crew Member who has not completed twelve (12) months of Active Service will be at the discretion of the Company.
8. A Crew Member on a leave of absence of any kind must obtain written permission from the Company before he engages in any employment with another airline and before he begins working in a job where the duties may be inconsistent with the medical condition that led to the issuance of a Medical Leave for the Crew Member or the recovery from that medical condition. Failure to obtain the required written permission may result in the termination of the Crew Member's employment with the Company; provided, there is just cause.

ARTICLE 14

SICK LEAVE

A. SICK LEAVE ACCRUAL

1. A Crew Member shall begin to accrue sick leave on his date of hire, but shall forfeit any accrued sick leave if he does not successfully complete New Hire training, including Operating Experience (OE) requirements.
2. For each Bid Month in which he is on Active Service as a Crew Member for at least fifteen (15) Days (and the first ninety (90) days of military leave), or is available to Work at least fifty percent (50%) of his regularly scheduled Work Days, the Crew Member will accrue sick leave hours as set forth below:
 - a. The Crew Member shall accrue short-term sick leave hours in a Bid Month based on the formula set forth in Article 3.A.2.a.xi. The maximum number of short-term sick leave hours that a Crew Member may accrue is twenty-four (24) times the monthly accrual rate.
 - b. The Crew Member shall accrue catastrophic sick leave hours in a Bid Month at twice the rate at which he accrues short-term sick leave, as set forth in Article 14.A.2.i., above. In addition, for any Bid Month during which the Crew Member's short-term sick leave bank is at the maximum number of hours allowed under Article 14.A.2.i., above, the Crew Member shall accrue additional catastrophic sick leave hours for that Bid Month at the rate at which he accrues short-term sick leave. There shall be no maximum number of catastrophic sick leave hours that a Crew Member may accrue.

B. SICK LEAVE USAGE

1. When a Crew Member is unable to report for duty on a scheduled Duty Day, including any down line absences, due to sickness or injury, sick leave shall be paid to the Crew Member and deducted from his short-term sick leave bank at the rate set forth in Article 3.A.2.a.xi., subject to the provisions of Article 14.C. below.
 - a. If a Crew Member has exhausted his short-term sick leave bank, he may elect to receive one (1) day of sick leave pay in accordance with Article 14.C.2. for each Day of absence due to sickness or injury by exhausting one (1) days of sick leave pay held in his catastrophic sick leave bank. The Company shall make the appropriate deductions from the Crew Member's catastrophic sick leave bank.
 - b. If a Crew Member remains unable to report for duty on a scheduled Duty Day due to sickness or illness for more than thirty (30) consecutive days, and he has exhausted his short-term sick leave bank, he shall thereafter be entitled to utilize his catastrophic sick leave banks.
 - i. One (1) sick leave day shall be paid to the Crew Member and deducted from his

catastrophic sick leave bank for each Day he is unable to report for duty on a scheduled Duty Day or, if he has not been assigned a monthly schedule under Article 25, up to the maximum number of regular Work Days for a Bid Month under Article 25.A.(i.e., seventeen (17) Days), prorated for the Bid Month the Crew Member returns to duty.

- ii. Subject to Article 14.B.1.a., above, if a Crew Member has utilized his catastrophic sick leave bank and thereafter returned to duty, the requirements of Article 14.B.1.b., above, must again be met before the Crew Member may utilize his catastrophic sick leave bank unless within thirty (30) days of his return to duty the Crew Member becomes unable to report for duty for the same sickness or injury which originally entitled him to utilize his catastrophic sick leave bank.
2. A Crew Member who becomes sick during a Trip Pairing shall be credited and paid sick leave in accordance with Article 14.C., below, commencing at the time the Crew Member notifies the Company he is unfit for duty and ending at the time the Crew Member notifies the Company he is fit for duty. A Crew Member who becomes ill or injured while away from his Base on Company duty shall be provided with proper medical attention, including hospitalization, when required. If being on sick leave causes a Crew Member to return to his Base later than originally scheduled, he will not be credited and paid for that late return.
3. Crew Members shall not maintain negative balances in their sick leave banks.
4. To end a period of sick leave, a Crew Member must notify Crew Scheduling of his ability to return to Work.
 - a. If the Company elects to assign the Crew Member to Work on the Day that the Crew Member notifies Crew Scheduling, the Crew Member shall not be charged with sick leave usage for that Day.
 - b. If the Company does not assign the Crew Member to Work on the Day that the Crew Member notifies Crew Scheduling, the Crew Member shall be charged with sick leave usage for that Day and shall be considered off sick leave on the following Day.

C. SICK LEAVE PAY

1. For each Day of sick leave used, short-term sick leave shall be paid at the rate set forth in Article 3.A.2.a.xi..
2. Catastrophic sick leave shall be paid at the rate of fifty percent (50%) of the Crew Member's short-term sick leave pay rate for each Day of catastrophic sick leave used.
3. Each Crew Member on sick leave shall be credited and paid sick leave pay, and the Company shall make a corresponding deduction from the Crew Member's sick leave bank, according to the following provisions:
 - a. If a Crew Member's pay is otherwise above the applicable Minimum Monthly Guarantee, no sick leave pay is received or deducted from the Crew Member's sick

leave bank.

- b. If a Crew Member's pay does not otherwise exceed the applicable Minimum Monthly Guarantee, the Crew Member will receive the applicable Minimum Monthly Guarantee, but his sick leave bank will be charged no more than the number of hours (or portion thereof) computed at the rate set forth in Article 14.C.1., above, for each scheduled Day of Work missed by the Crew Member until the Crew Member reaches the applicable Minimum Monthly Guarantee.

D. GENERAL

1. A Crew Member who is unable to report for duty as scheduled due to sickness or injury must contact Crew Scheduling and advise them of such as soon as possible after the Crew Member becomes aware that he is unfit for duty and unable to report to Work. A Crew Member must contact Crew Scheduling and provide the date he will be fit for duty and able to report for Work, when known, and any changes thereto. A Crew Member must provide separate notification to the Company for each Trip Pairing or portion thereof for which he is unfit for duty and unable to report to Work.
2. If the Company has a reasonable basis to believe that a Crew Member may be misusing or has misused sick leave, the Chief Pilot may require the Crew Member to provide a written medical statement from a licensed medical professional confirming that the Crew Member was, and, as appropriate, is unable to perform the duties due to sickness or injury. If the Chief Pilot requires the Crew Member to provide a written medical statement from a licensed medical professional, the Company shall provide the Union with a copy of the request. Such confirmation shall include a diagnosis of the Crew Member's condition, a statement of the Crew Member's physical limitations (quantified where possible), a prognosis for the Crew Member's recovery, and a statement of treatment. The Company shall maintain the above information in a confidential manner. The Company shall limit intra-Company disclosure to management personnel who require such information to determine a Crew Member's satisfaction of requirements contained in this Agreement. The Crew Member will use the Company credit card to cover any out-of-pocket medical expenses associated with the appointment.
3. If a Crew Member fails to provide the written medical statement described in Article 14.D.2., above, the Crew Member's right to use his sick leave bank for the absence in question shall be revoked retroactive to the first Day of absence. If the Crew Member provides the required written medical statement, he shall not lose pay or be charged sick leave from the date the Crew Member informed Crew Scheduling he was fit for duty and able to return to Work. This Article 14.D.3. shall not be construed to preclude the Company from additionally taking appropriate disciplinary action for any abuse or misuse of sick leave if there is just cause.
4. Nothing in this Article 14 shall abrogate any of the rights or entitlements provided in Article 15 of this Agreement.
5. Nothing in this Article shall be construed to preclude or affect the Company's right to

discipline or discharge a Crew Member for fraudulent use or abuse of sick leave if there is just cause.

6. If a Crew Member accepts a position with the Company not covered by this Agreement, he shall continue to accrue sick leave under this Article 14 subject to appropriate adjustments for any time spent on sick leave or in a non-accruing status while working in such position. Such sick leave shall be available to the Crew Member upon his return to Work in a Position covered by this Agreement.
7. A Crew Member's sick leave bank will be charged only if he is unable to report for duty due to sickness or injury on a Day that is a regularly scheduled Duty Day (e.g., not an extension Day, not a Day associated with open-time flying).
8. A Crew Member who has exhausted or is expected to exhaust his sick leave and vacation benefits before returning to Work or becoming eligible for other benefits shall be eligible for sick leave donations from other Crew Members. The donated sick leave will be credited to the Sick Leave Donation Bank and charged to the donating Crew Member on the basis of hours of sick leave and paid to the receiving Crew Member on the basis of hours of sick leave. Administration of the Sick Leave Donation Bank shall be as follows:
 - a. Hours deducted from transferor's catastrophic bank.
 - b. Paid out at fifty percent (50%) of transferee's salary.
 - c. For each Day of sick leave used by the transferee, the Sick Leave Donation Bank balance shall be reduced by the number of hours computed in accordance with Article 7.B.1., above.
 - d. Absent extraordinary circumstances, a Crew Member shall not receive more than forty-eight (48) Days' worth of sick leave from the Sick Leave Donation Bank. The Union shall inform the Company when the cap will be exceeded and provide the name of the affected pilot.
9. The Company shall provide each Crew Member with a monthly record of his current sick leave balance on the Crew Member's pay stub.
10. The Company shall pay out the value of the Crew Member's Sick Leave bank to the Crew Members' estate in the event of the Crew Member's death.
11. At retirement, the Crew Member shall have his sick leave bank valued at his current pay rate at retirement and shall have his sick leave bank value paid out valued at fifty percent (50%) and paid out as additional compensation in his paycheck.

ARTICLE 15

PHYSICAL STANDARDS, MEDICAL EXAMINATIONS, DRUG AND ALCOHOL TESTING, AND RELATED PROVISIONS

A. PHYSICAL STANDARDS

1. The physical standards required of a Crew Member shall be the standards required by the Federal Aviation Administration (as outlined in 14 CFR Part 67 and as may be amended), including its waiver policy, for the medical certificate that the Company requires for the Position that the Crew Member holds.
2. Each Crew Member may select the Aviation Medical Examiner (AME) of his choice for meeting the requirements set forth in this Article. The Crew Member shall provide a copy of his Airman's Medical Certificate to the Company no later than the twentieth (20th) of the month in which his prior certificate is scheduled to expire unless the parties mutually agree to another date or time. The cost of such examinations shall be borne by the Crew Member.
3. If a Crew Member does not or cannot meet the standards for the medical certificate required by the Company for his Position, he must immediately notify the Chief Pilot and Crew Management. Thereafter, such a Crew Member, other than a probationary Crew Member, will be permitted to bid only vacancies in a Status that his seniority and medical certificate will permit him to hold until such time as he regains the class of medical certificate required for his former Position.

B. FITNESS FOR DUTY

1. The Company may require a Crew Member to submit to a fitness for duty examination conducted by a Company designated AME in accordance with the "Guide for Aviation Medical Examiners," under the following circumstances.
 - a. Upon a finding by a Crew Member's AME that the Crew Member does not meet the standards for the class of medical certificate required for the Position that the Crew Member holds to the extent necessary to determine the accuracy of the original AME's finding; or
 - b. When the Company has reliable information that raises a reasonable suspicion regarding a Crew Member's ability to safely perform all of his duties, or that the Crew Member's present medical condition has changed the status of his medical certificate. In such a case, the Company shall provide to the Crew Member the information it is relying on to require the fitness for duty examination; provided, it shall not be required to provide to the Crew Member any information regarding the source of that information; or
 - c. When the Crew Member has asserted to the Company that he is either physically or mentally unable to safely perform the duties of his job or otherwise has a medical condition that renders him unable to lawfully exercise the privileges of his Airman's Medical Certificate.

2. Any medical examination required under this Article 15.B. shall be performed by an AME with the appropriate specialty needed to evaluate the Crew Member's physical or mental condition, or medical specialists as referred by the AME. The cost of the examination(s) shall be borne by the Company.
 - a. The location of all such examinations shall be within seventy-five (75) miles of the Crew Member's residence unless a different mutually agreeable location is selected. If the examination is not to be conducted at a location within seventy-five (75) miles of the Crew Member's residence, the Company will provide the Crew Member transportation and any reasonably required hotel accommodations, together with per diem. However, a Crew Member who fails to cooperate in the scheduling of any required examination under this Article 15.B., or cancels a scheduled examination without the agreement of the Company, will be removed from pay status and, as may be applicable, shall be ineligible for the further use of any accrued sick leave.
 - b. Within ten (10) days of the Company's receipt of the Company designated AME's report, a copy of the report shall be sent to the Crew Member via overnight mail, by electronic means (if acceptable to both the Company and the Crew Member) or by hand delivery.
3. A Crew Member required to undergo an examination by a Company designated AME pursuant to Article 15.B.1.b or c, above, shall be withheld from service with pay until the Company designated AME has submitted his report to the Company.
 - a. If as a result of such medical examination the Company's designated AME determines that the Crew Member is not able to hold and/or exercise the medical certificate required by the Company for the Position that the Crew Member holds, then the Crew Member shall be removed from pay status; provided, however, that he shall be entitled to use any accrued sick leave pay and accrued vacation after sick leave pay has been exhausted, as provided for in Article 7 and Article 14 of this Agreement, and may invoke the provisions of Article 15.C., below.
 - b. If as a result of such medical examination the Company's designated AME determines that the Crew Member is able to hold and exercise the medical certificate required by the Company for the Position that the Crew Member holds then the Crew Member shall be returned to duty.
4. A Crew Member required to undergo an examination by a Company designated AME pursuant to Article 15.B.1.a, above, shall be withheld from service without pay, provided, however, that he shall be entitled to use any accrued sick leave pay and accrued vacation after sick leave pay has been exhausted, as provided for in Articles 7 and 14 of this Agreement, until the Company designated AME has submitted his report to the Company.
 - a. If as a result of such medical examination the Company's designated AME determines that the Crew Member is able to hold and exercise the medical certificate required by the Company for the Position that the Crew Member holds, then the Crew Member shall no longer be entitled to use any accrued sick leave or accrued vacation and shall be

returned to duty with pay; provided, however, that the Crew Member shall be entitled to invoke the provisions of Article 15.C., below.

- b. If, as a result of such medical examination the Company's designated AME determines that the Crew Member is not able to hold or exercise the medical certificate by the Company for the Position that the Crew Member holds, then the Crew Member shall be entitled to use any accrued sick leave and accrued vacation after sick leave has been exhausted, as provided for in Articles 7 and 14 of the Agreement until the earlier of:
 - i. His accrued sick leave and/or accrued vacation have been exhausted;
 - ii. He is able to hold and exercise the medical certificate required for his Position;
 - iii. He accepts another position with the Company.

C. MEDICAL DISPUTE RESOLUTION PROCEDURES

In the case of a dispute arising from Article 15.B.3.a. or 15.B.4.a., above, between the Crew Member's designated AME and the Company's designated AME regarding the Crew Member's mental or physical fitness for duty, the Crew Member may invoke the following procedures.

1. The Crew Member must within seven (7) days after receipt of the findings of the Company's designated AME submit to the Chief Pilot a written request that the Company's designated AME and the Crew Member's designated AME select a third, impartial AME to resolve the dispute. Failure to request the selection of a third, impartial AME within the seven (7) day time limit provided shall render the findings of the Company's designated AME final and binding.
2. Following timely receipt of the Crew Member's request, the Company's designated AME will be asked to contact the Crew Member's designated AME for the purpose of selecting a third, impartial AME. If for any reason the Crew Member's designated AME declines to participate in this process, the Crew Member may select another AME to participate in the selection of the third, impartial AME on the Crew Member's behalf.
3. Within three (3) days of the appointment of the third, impartial AME, both the Company's and the Crew Member's designated AMEs will submit their findings, together with the findings of any other medical specialists involved, to the third, impartial AME.
4. All written communications by either the Company's or Crew Member's designated AME made to the third, impartial AME will be copied to the other party's designated AME. Further, no verbal or written communication regarding the merits of the Company's position or Crew Member's position in the dispute shall be made to the third, impartial AME by either the Company or the Union.
5. After receipt of the medical records referenced above, the third, impartial AME will, if he deems it necessary, examine the Crew Member and, if necessary refer the Crew Member to any medical specialist required in order for the third, impartial AME to make a

determination regarding the Crew Member's ability to hold or exercise the medical certificate required by the Company for the Position that the Crew Member holds.

6. Within seven (7) days following his review of the records provided and any examination(s) of the Crew Member deemed necessary by the third, impartial AME, he shall render a final and binding determination regarding the dispute. The Crew Member shall be provided with a copy of the decision within ten (10) days.
7. If the Crew Member has been withheld from service involuntarily by the Company and is found by the third, impartial AME to be able to hold and exercise the medical certificate required by the Company for the Position that the Crew Member holds, then he will be pay protected by the Company for the period that he was withheld from service and his sick leave and accrued vacation account will be restored.
8. If the Crew Member has been withheld from service involuntarily by the Company and is found by the third, impartial AME to be unable to hold or exercise the medical certificate required by the Company for the Position that the Crew Member holds then his sick leave accrual will be reduced to the extent that he was receiving pay.
9. If the Crew Member has withheld himself from service and is found by the third, impartial AME to be able to hold and exercise the medical certificate required by the Company for the Position that the Crew Member holds, then he will be returned to duty and required to repay the Company for any sick leave and accrued vacation he received while the medical dispute was pending.
10. If the Crew Member has withheld himself from service and is found by the third, impartial AME to be unable to hold or exercise the medical certificate required for the Position that the Crew Member holds, then he will be paid his accrued sick leave and accrued vacation on a retroactive basis to the extent he could have utilized such pursuant to Article 7 and 14 but for the dispute regarding his fitness for duty and he will also be entitled thereafter to use his remaining accrued sick leave and accrued vacation if he so elects, as provided for in Article 7 and 14 of this Agreement.
11. The Company shall be responsible for the costs and, if the location of the examination is more than seventy-five (75) miles from the Crew Member's residence, Crew Member expenses associated with examination by its designated AME. The Crew Member shall be responsible for the costs and expenses associated with examination by his designated AME that are not covered by the Company's group insurance plan. Any costs and expenses incurred by the Crew Member in connection with examinations by the third, impartial AME not covered by the Company's group insurance plan shall be shared equally by the Company and the Crew Member.
12. Medical records and other information obtained as a result of a Company required medical examination or subsequent examinations pursuant to this Article 15.C shall be subject to safeguards as to their confidentiality in accordance with applicable law.
13. Any unjustifiable delays in the completion of these procedures that are the result of the

action or inaction of the Crew Member shall render the Crew Member ineligible for continued pay status or the use of any accrued sick leave, as applicable.

14. Forms to be utilized for the engagement of the third, impartial AME and required release of medical information are included hereto as Appendices 15-A, 15-B, 15-C, 15-D and 15.E.
15. All correspondence and other written communications the Company is required to send to the Crew Member shall be sent to the Crew Member's designated address via certified mail, return receipt requested or by a commercially recognized courier service so as to ensure delivery and confirmation of receipt. The Company and Union may mutually agree to substitute electronic mail delivery on a case-by-case basis or in all cases.

D. DRUG AND ALCOHOL TESTING AND RELATED PROVISIONS

1. A Crew Member shall be subject to drug and alcohol testing as required by applicable Federal Aviation Regulations (FARs) and by Company policy in effect as of the effective date of this Agreement, which may be modified from time to time as required by such regulations and other applicable law. No other changes to the policy applicable to Crew Members shall be made without the consent of the Union.
2. At the request of either party, representatives of the Union and representatives of the Company will meet to discuss the Company's administration of its drug and alcohol testing programs. The Company agrees to provide the Union with notice and an opportunity to consult prior to implementing any material changes to such program consistent with Article 15.D.1., above.
3. A Crew Member who has been required to undergo "Reasonable Cause/Reasonable Suspicion" testing as set forth in the Company's Drug and Alcohol Policy will be provided the basis, including the date, time, and location of the observations relied on for the determination to require such testing, no later than seven (7) days after the test has occurred.
4. No Crew Member shall be required to submit to a random drug or alcohol test unless he is notified within one and a half hours (1:30) prior to scheduled departure or within thirty minutes (0:30) after block in, or when performing safety-sensitive duties in the service of the Company within the meaning of the applicable FARs.
5. As set forth in the Company's Drug and Alcohol Policy, consumption of alcohol at any time while in uniform is prohibited.
6. Crew Members may possess, but not consume, alcoholic beverages on Company aircraft, provided such alcoholic beverages remain concealed at all times in the Crew Member's personal luggage. Further, no personal luggage containing alcoholic beverages may be brought into the cockpit operating area of Company aircraft.
7. Crew Members may consume alcoholic beverages while deadheading on commercial carriers only if the Crew Member is not in uniform, and is deadheading into a rest period or scheduled Day Off.

8. Crew Members may consume alcoholic beverages during a Layover Period; provided, such consumption during the layover does not violate the applicable laws and regulations or Company policies relating to the consumption of alcohol.
9. The parties shall enter into a mutually agreed upon HIMS program which shall be effective on the date of signing of this Agreement.

Appendix 15-A

(applicable date)

To: (The Company's designated AME)
and: (The Crew Member's designated AME)

Dear Dr. (The Company's designated AME) and Dr. (The Crew Member's designated AME):

Your respective findings differ regarding (Crew Member's) ability to hold or exercise the Airman Medical Certificate required for (his/her) Position as a flight deck Crew Member. In accordance with our established procedures for resolution of this dispute, you are requested to confer and jointly select a third, impartial AME who will review your respective findings, examine (Crew Member), if he determines that such is necessary, engage any medical specialists as required, and render a final and binding determination regarding the dispute.

Please promptly:

1. Confer with each other and select the impartial AME; and
2. Notify each of us as to whom you have selected.

After we receive that notification and as soon as the selected impartial AME accepts the engagement, we will advise you of that acceptance so that you can then forward the specified medical information to that physician. An authorization for that purpose signed by (Crew Member) is enclosed. Please complete the form by filling in the selected AME's name and address.

To preserve the integrity of such impartial AME's review, you are requested to refrain from any ex parte oral or written communication with such AME regarding (Crew Member's) medical case. Of course, you are free to converse with such designated AME in each other's presence or together via telephone conference call.

Thank you for your cooperation in helping to resolve this matter expeditiously.

Sincerely,

Appendix 15-B

(applicable date)

To: Dr. (the third, impartial AME)

You have been jointly selected by Dr. (Company's designated AME) and Dr. (Crew Member's designated AME) to resolve a dispute regarding (Crew Members') ability to hold and exercise a (Class I or Class II, as appropriate) Airman Medical Certificate as required for (his/her) position as a flight deck Crew Member. You will be receiving a copy of the findings of Dr. (Company's designated AME) and Dr. (Crew Member's designated AME) regarding their examinations of (Crew Member). Your task is to review those findings, examine (Crew Member) at your discretion, engage any specialist(s) as you deem appropriate and render an unequivocal determination regarding (Crew Member's) ability to hold and exercise a (Class I or Class II, as appropriate) Airman Medical Certificate for his position as a flight deck Crew Member.

It is very important that your examination and determination be completely impartial.

We have cautioned Dr. (Company's designated AME) and Dr. (Crew Member's designated AME) against any ex parte communication with you regarding (Crew Member's) medical case. Of course, joint telephone conference calls are perfectly acceptable. Likewise, you should have no ex parte communications, written or oral, regarding (Crew Member's) medical case with any official, employee or representative of either Atlas Air, Inc., or the International Brotherhood of Teamsters. Again, joint telephone conference calls with representatives of both parties are acceptable.

This is not a Worker's Compensation Claim. Nor is (Crew Member) applying for any Airman Medical Certificate. The standards against which (Crew Member's) condition is to be judged are current FAA standards for his class of Airman Medical Certificate, as contained in 14 CFR Part 67, including the FAA's waiver policy.

Please provide a written report of your findings to (Crew Member), the International Brotherhood of Teamsters, and (designated Company recipient). Requisite Medical information release forms executed by (Crew Member) are enclosed. Also enclosed is an executed medical information release form authorizing any medical specialist(s) whom you would call upon to provide their records to you.

Time is of the essence as (insert Company name) and (Crew Member) desire to resolve this dispute as quickly as possible.

We recognize that you may have a question about some aspect of this process. If you call either of the signatories to this letter, a telephone conference call will be arranged at your convenience and we can then jointly address your concern(s).

Your fees and expenses in connection with this engagement, including the fees and expenses of any medical specialist(s) you may determine to engage to assist you in making your determination, not covered by the Company's group insurance plan will be borne one-half each by the Company and (Crew Member). Thus, you should send your bill to:

Post-Arbitration Award JCBA

Group health insurance plan address:

Company address:

Crew Member address:

Thank you in advance for your acceptance of this engagement and your willingness to help resolve this dispute.

Sincerely,

Enc: Medical information release forms

Appendix 15-C

AUTHORIZATION TO RELEASE MEDICAL INFORMATION

I, (Crew Member) hereby authorize Dr. (name and address of Company's designated AME or Crew Member's designated AME, as applicable) to release (his/her) findings regarding my current ability to hold and exercise a (Class I or Class II, as appropriate) Airman Medical Certificate to Dr. (name and address of third, impartial AME).

This authorization expires thirty (30) days from the date which appears below.

Appendix 15-D

AUTHORIZATION TO RELEASE MEDICAL INFORMATION

I, (Crew Member) hereby authorize Dr. (name(s) and address(es) of medical specialist(s)), to release (his/her) records/findings regarding my current ability to hold and exercise a (Class I or Class II, as appropriate) Airman Medical Certificate to (name and address the third, impartial AME).

This authorization expires thirty (30) days from the date which appears below

Appendix 15-E

AUTHORIZATION TO RELEASE MEDICAL INFORMATION

I, (Crew Member) hereby authorize Dr. (name and address of the third, impartial AME), to release (his/her) findings regarding my current ability to hold and exercise a (Class I or Class II, as appropriate) Airman Medical Certificate to (Crew Member), (insert Company name), and the International Brotherhood of Teamsters to the addresses which appear below.

This authorization expires thirty (30) days from the date which appears below.

(insert Company name)

IBT

(Address)

(Address)

ARTICLE 16

WORKERS' COMPENSATION BENEFITS

- A. The Company presently maintains Workers' Compensation insurance providing statutory coverage and benefits for its employees. A Crew Member will be covered under Workers Compensation insurance and will be eligible to submit a claim for benefits. After providing the Union with notice, the Company will have the right to self-insure in whole or in part, or to modify its Workers' Compensation insurance, or to change carriers.
- B. A Crew Member receiving Workers' Compensation benefits will be required to exhaust accrued sick leave, and, at the Crew Member's option, accrued vacation, to supplement his Workers' Compensation benefits. In no case will the use of a full or partial sick or vacation Day cause the Crew Member to exceed the Minimum Guarantee.
- C. A Crew Member receiving Workers' Compensation benefits will continue to accrue seniority and Longevity as provided for in this Agreement, and will remain eligible under Article 24 to submit phantom bids.
- D. Workers Compensation will run concurrent with the provisions of Article 13.B.3, Leaves of Absence.

ARTICLE 17

MISSING, INTERNMENT, PRISONER, OR HOSTAGE BENEFITS

- A. Any Crew Member who, while engaged in the Company's operations becomes involuntarily interned or held as a prisoner or hostage by any person, group or is held by a foreign government entity, or becomes involuntarily missing, shall be entitled to compensation and benefits continuation as if he had continued working, including but not limited to:
1. Monthly compensation at the rate applicable to the Crew Member as if he was in fact working, based upon the applicable Minimum Monthly Guarantee (for the month in which the Crew Member became interned, held prisoner or missing, he shall receive the applicable monthly guarantee or actual compensation required by this Agreement, whichever is greater);
 2. Continuation of the insurance benefits applicable to the Crew Member (including those extended to the Crew Member's family), subject as before to the required employee contributions;
 3. Continuation of 401(k) deductions from the Crew Member's monthly compensation and the Company's contributions on behalf of the Crew Member;
 4. Continued sick leave and vacation accrual;
 5. Continued seniority and Longevity accrual.
- B. The compensation listed above shall be deposited to an interest bearing account (pass book savings interest rate or better) on behalf of the Crew Member unless he has completed and filed with the Company the form attached to Article 17 as Appendix 17-A, in which case such compensation shall be paid as he has directed therein. The Company shall provide to each Crew Member a copy of the aforementioned form at the time he is hired. In furtherance thereof, the Company shall make the form available on its website so that Crew Members may update the form as necessary.
- C. If it cannot be determined whether a Crew Member has been detained in a manner that would trigger the compensation and benefits provided for in this Article 17, such compensation and benefits shall be paid retroactively if eligibility is later confirmed. Any dispute(s) regarding the application of this Article may bypass the grievance procedures set forth in Article 20 and be submitted directly to the System Board of Adjustment provided for in Article 21. Such dispute(s) shall be heard and resolved as expeditiously as possible.
- D. If the death of the Crew Member is established by any means, or there is sufficient evidence that a reasonable person would conclude that the Crew Member has died, the compensation and benefits set forth in Article 17.A., above, shall cease and any death benefits to which the Crew Member is entitled will be concurrently paid.
- E. If it cannot be determined that the Crew Member is alive but there is insufficient evidence for a reasonable person to conclude that the Crew Member has died, but there has been no legal finding of the Crew Member's death, the compensation and benefits listed in Article 17.A.,

above, will be paid for the shorter of a period of forty-two (42) months from the time the Crew Member was last known to be alive, or to when the Crew Member's death has been legally or otherwise confirmed. If at the end of the forty-two (42) months period the Crew Member's status still cannot be confirmed then any death benefits to which he may be entitled shall be paid.

- F. At the time an eligible Crew Member's compensation and benefits are terminated pursuant to Articles 17.D. or 17.E., above, the vacation accruals to which he was entitled shall be paid as compensation as he has directed in Appendix 17-A to this Article. If the Crew Member has not completed and filed Appendix 17-A with the Company, then the accruals will be paid to his estate.
- G. In the case of a Crew Member who has not completed and filed Appendix 17-A with the Company and for whom compensation has been held in an interest bearing account pursuant to Article 17.B., above, such compensation shall be paid to the estate of the Crew Member at the time death benefits, if any, are to be paid pursuant to this Article 17.
- H. If a Crew Member for whom death benefits have been triggered pursuant to this Article 17 is later determined to be alive and eligible for the compensation and benefits listed in Article 17.A., above, such compensation and benefits will be paid on a retroactive basis, less any death benefits already paid. Further, such compensation and benefits will continue for the period that the Crew Member continues to qualify for such. If the death benefits paid the Crew Member are greater than the compensation that would have been paid the Crew Member had no presumption or finding of death been made, then the Crew Member shall be obligated to refund the excess to the Company.
- I. The compensation and benefits provided for in this Article shall not apply to any Crewmember:
 - 1. whose gross misconduct causes him to be missing, detained or interned and results in his unavailability for duty;
 - 2. who engaged in activities that he knew or should have known were illegal under the laws of the country in which such activities took place;
 - 3. who voluntarily entered an area that he was directed to avoid by the Company, the U.S. government, or the foreign government with jurisdiction over the area entered by the Crewmember if the Crewmember had prior notice of the directive;
 - 4. who is held by law enforcement or governmental officials in the United States, its possessions, or territories, except as provided in subsection 17.J., below.
- J. Notwithstanding anything to the contrary contained in this Article 17, the compensation and benefits specified in Article 17.A., above, shall continue for any Crew Member who as a result of any action taken pursuant to and in accordance with Company instructions, policy and procedures becomes missing, interned or held as a prisoner by law enforcement or governmental officials of any foreign country or the United States, its possessions, or territories.

APPENDIX 17-A

To:_____:

You are hereby directed to pay all monthly compensation allowable to me pursuant to Article 17 of the collective bargaining agreement between_____and the Crew Members in the service of_____as represented by the International Brotherhood of Teamsters, as follows:

A. NAME/INSTITUTION: _____

Recipient's Address: _____

ACCOUNT NO. (as applicable): _____

PERCENTAGE OF MONTHLY COMPENSATION: _____

As long as living, or allowed by law, and thereafter to:

NAME/INSTITUTION: _____

Recipient's Address: _____

ACCOUNT NO. (as applicable): _____

B. NAME/INSTITUTION: _____

Recipient's Address: _____

ACCOUNT NO. (as applicable): _____

PERCENTAGE OF MONTHLY COMPENSATION: _____

As long as living, or allowed by law, and thereafter to:

NAME/INSTITUTION: _____

Recipient's Address: _____

ACCOUNT NO. (as applicable): _____

C. NAME/INSTITUTION: _____

Recipient's Address: _____

ACCOUNT NO. (as applicable): _____

PERCENTAGE OF MONTHLY COMPENSATION: _____

As long as living, or allowed by law, and thereafter to:

NAME/INSTITUTION: _____

Recipient's Address: _____

ACCOUNT NO. (as applicable): _____

D. NAME/ INSTITUTION: _____

Recipient's Address: _____

ACCOUNT NO. (as applicable): _____

PERCENTAGE OF MONTHLY COMPENSATION: _____

As long as living, or allowed by law, and thereafter to:

NAME/INSTITUTION: _____

Recipient's Address: _____

ACCOUNT NO. (as applicable): _____

The balance, if any, and any amounts accruing after death of all persons named in the above designation shall 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 signed letter by the undersigned, and such modification will become effective upon the Company's receipt of such letter.

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.

Crew Member's Signature/Date

ARTICLE 18

UNION REPRESENTATION

- A.** The Company shall admit a reasonable number of officially designated representatives of the Union to those areas of its property where Crew Members generally congregate and to the various offices of the Company for the purpose of attending meetings with management and administering the Agreement.
- B.** The Union shall notify the Company in writing and in a timely manner of the designation and/or election of its various representatives.
- C.** The rights of Crew Members to a Union representative during investigatory, disciplinary and grievance meetings and hearings shall be specified in the Agreement.
- D.** Representatives of the Union shall be provided an opportunity (a minimum of two (2) hours) to meet with and address the Company's New Hire Crew Members at a mutually agreed upon time during Company indoctrination training. The Union will advise the Company in advance as to who its representative(s) will be at these meetings. Any costs for such meetings, other than the facility if the meeting is held in Company facilities, shall be the responsibility of the Union. Nothing contained herein shall prohibit a Union representative(s) from continuing a meeting beyond two (2) hours at the Company's facility outside of normal training hours with the Company's permission.
- E.** Flight Pay Loss Administration will be administered in the following manner:
 - 1. Requests for release from duty for Crew Members performing Union duties shall be made to the Vice President-Flight Operations or his designee. Such requests shall be signed by the President of IBT Local 2750, or his designee. Requests shall be transmitted to the Company in writing as far in advance as practicable. The request will indicate names, dates and duration for which release is requested.
 - 2. Unless otherwise agreed, the Vice President-Flight Operations, or his designee, shall respond in writing and transmit such response in writing to the Union office as soon as practicable, but not later than seven (7) business days following receipt of a request.
 - 3. Any response denying or limiting additional leave requests shall include a statement of the grounds upon which such request was denied or limited. If a request for Union leave is denied or limited on account of staffing shortages, the Crew Member may, on his own, attempt to arrange for another Crew Member to fly his trip(s). However, the Company must approve such an arrangement in advance to ensure that both Crew Members will be legal and otherwise available to fly their remaining assignments during their Bid Period. Requests for the removal of Crew Members from flying pursuant to this Agreement shall not be unreasonably requested or denied.
 - 4. The Union shall notify the Company promptly when leaves are canceled or terminated before the requested date.
 - 5. Each Crew Member, upon returning from Union duty, shall contact Crew Scheduling

immediately to advise the Company of his return and availability for duty.

6. A Crew Member approved for release from flight duty for an entire Bid-Month shall not be eligible to bid for the Bid Month in which leave is taken.
7. A Crew Member shall receive five (5) hours of credit and pay for each Day of approved Union leave. A Crew Member shall continue to receive, earn and accrue seniority and Longevity and remain eligible for all benefits of employment as if he had not been released.
8. A Crew Member released from Company duty to perform Union duty may submit standing bids pursuant to the criteria applicable to active Crew Members in Article 24 (Filling of Vacancies), and any vacancy awarded will be deemed a phantom Position and awarded pursuant to the procedure set forth in Article 13.J.3. (Leaves of Absence) if the effective date of the award conflicts with the performance of Union duty.
9. The Company shall invoice the Union each month for reimbursement of the value of all Days of release for Union business, together with a fringe benefits override to offset payroll taxes and the Company's contribution to the Crew Member's benefits. The fringe benefit override shall be twenty five and one-half percent (25.5%). Invoices shall be submitted directly to the Local Union President. Reimbursement shall be made to the Company no later than thirty (30) days after the invoice is received by the Union.
10. When a Crew Member(s) returns from Union Leave of Absence, the Union's obligation to repay the Company for any pay and benefits will cease when the Crew Member is again qualified on the aircraft to which he will be regularly assigned.

ARTICLE 19

DISCIPLINE, DISCHARGE AND PROBATION

A. JUST CAUSE, DISCIPLINE, DISCHARGE AND PROBATION

1. A Crew Member who has successfully completed his probationary period as defined in Article 19.A.2. shall not be disciplined or discharged except for just cause.
2. The duration of a Crew Member's probationary period shall be a total of twelve (12) months of Active Service beginning with the date on which the Crew Member first attended a session of successfully completed, new-hire training as a Crew Member.

B. PROCEDURE FOR DISCIPLINE AND DISCHARGE OF CREW MEMBERS

A Crew Member shall not be disciplined or discharged without previously having been issued a Notice of Hearing Letter and afforded the opportunity to attend a hearing before his Chief Pilot, or his designees; provided, the Crew Member is reasonably available for the hearing or has not made himself unavailable for the hearing. If a Crewmember is unable to attend a scheduled hearing due to extenuating circumstances (e.g., sudden illness, family emergency, hospitalization), the Union and the Company will mutually agree to an alternate hearing date.

1. Notice of Hearing Letter
 - a. The Company shall issue to the Crew Member a Notice of Hearing Letter before conducting any discipline or discharge hearing. Such Notice of Hearing Letter shall inform the Crew Member of the time and place of the hearing and the matter to be discussed, including the specific acts of misconduct or omission alleged and, as applicable, the Company rules, regulations, or policies alleged to have been violated. The Notice of Hearing Letter must also specifically reference that discipline or discharge may be assessed and that the Crew Member is entitled to the presence of a Union representative.
 - b. The Notice of Hearing Letter must be issued within forty-five (45) days from the date the Company first had or should have had sufficient knowledge (i) of the events on which the discipline or discharge may be based, and (ii) that those events may constitute just cause for the discipline or discharge of the Crew Member involved. However, should the Company's investigation of the matter be ongoing it may, upon written notice to the Crew Member and the Union, extend this forty-five (45) day period by an additional forty-five (45) days. As part of its notice of extension of the time for issuing the Notice of Hearing Letter, the Company shall also provide to the Crew Member a statement identifying the acts of alleged misconduct or omission currently under investigation; provided, however, that if the events upon which discipline may be based involve actions by a Crew Member that are part of an ongoing criminal investigation or the subject of a filed criminal complaint or similar pleading these time limits for the

issuance of a Notice of Hearing Letter shall not apply. Nothing in this paragraph shall be construed to limit the Company's authority to impose progressive discipline or discharge on the basis of prior events.

- c. At the time the Company issues a Notice of Hearing Letter to a Crew Member it shall at the same time issue a copy of the letter to the Union.

2. The Hearing

- a. The hearing shall be scheduled to begin no earlier than ten (10) days and no later than fifteen (15) days from the time of the Crew Member's receipt of the Notice of Hearing Letter; provided, that in the case of a Crew Member suspended without pay as provided below, the hearing shall commence no later than ten (10) days after the first day of the Crew Member's suspension from service in accordance with Article 19.B.3.b. unless the Crew Member is unavailable. If the hearing does not timely commence as required, then the suspended Crew Member shall be returned to pay status; provided, that he shall remain subject to disciplinary action for the offense in question.
- b. To the extent reasonably possible and to the extent that doing so shall not affect the Crew Member's legality for duty or otherwise disrupt the operation, at the request of the Crew Member the hearing will be scheduled to occur on a day that the Crew Member, if not held out of service, is otherwise scheduled to be at his Base. The hearing shall not be scheduled on a Crew Member's Day-Off unless agreed to by the Crew Member.
- c. If the Crew Member for whom a hearing is to be held cannot be contacted after reasonable efforts have been made or he is unavailable for the hearing, then the Company shall meet with the Union to discuss the matter before assessing any discipline to the Crew Member or discharging him from the Company.
- d. A Crew Member has the right to Union representation at the hearing. If a Crew Member declines Union representation at the hearing, the Union has the right to attend such hearing and attend any additional hearings pursuant to this Article 19. If a Union representative is not reasonably available to attend the hearing after being released by the Company, a hearing pursuant to this Article 19.B.2 shall be telephonic unless the parties mutually agree to reschedule the hearing.
- e. By mutual agreement of the parties, a hearing pursuant to this Article 19.B.2 may be telephonic. Company officials other than the official conducting the hearing may also participate.
- f. If the Company agrees, a Crew Member may waive his entitlement to the hearing provided for in this Article. If the Crew Member elects to waive the hearing, the Company shall promptly inform the Union of the Crew Member's decision. If, prior to the original hearing date, the Crew Member informs the Company that he has reconsidered his election to waive the hearing, he shall be entitled to proceed with a hearing. In that case, the hearing will be scheduled to be held no later than five (5)

business days of the original hearing date, unless the parties mutually agree otherwise, and the provisions of Article 19.B.2.a. shall be deemed waived by the Crew Member and the Union.

3. Crew Member's Status During an Investigation and Pending the Results of a Hearing:

- a. A Crew Member may be held out of service during an investigation that may lead to the assessment of discipline or discharge. Except as provided in Article 19.B.3.b, below, the Crew Member's pay shall be what the Crew Member would have earned under Article 3 of the Agreement, based on his scheduled trip(s), if applicable.
- b. A Crew Member may be held out of service without pay during an investigation that may lead to the assessment of discipline or discharge only for acts of violence, intentional or other malicious destruction of Company property, suspected violation of the Company's drug and alcohol policy, theft, gross insubordination, or other gross misconduct.
- c. A Crew Member held out of service pending an investigation that may lead to discipline or discharge shall continue to participate in the normal Bid Line procedure for subsequent Bid Periods as if he were not subject to an investigatory suspension. Any compensation that may be later determined to be due him shall be based on the presumed award of a Bid Line in accordance with normal procedures.

4. Results of the Hearing

- a. The Company shall issue its decision within fourteen (14) days following the close of the hearing, except in the case of a Crew Member that has been held out of service without pay in which case the decision shall be rendered within seven (7) days following the close of the hearing. If the Company fails to issue its decision within the specified time frame, the Crew Member shall be deemed exonerated.
- b. Any decision by the Company to discipline or discharge a Crew Member shall be in writing, with copies to the Union's designated representative.
- c. If a Crew Member has been withheld from service and/or notified that a hearing is to be held regarding any action or inaction on his part and the Crew Member is subsequently completely cleared of all of the charge(s) against him the following shall apply:
 - i. To the extent not prohibited by law or applicable regulations, all Company records regarding the Crew Member, including the Crew Member's personnel and training files, shall be purged of all references to the charge(s).
 - ii. The Crew Member shall receive back pay based on what the Crew Member would have earned under Article 3, based on his scheduled trip(s), if applicable, including his regular line flying, any open time trips he was awarded, and any reserve he was scheduled for.

- iii. For each Day the Crew Member attended the hearing pursuant to Article 19.B.2.b. in person, on a scheduled Day-Off, the Crew Member shall receive the pay applicable to Work and Administrative Duty on a scheduled Day-Off. If the Crew Member attended the hearing telephonically on a scheduled Day-Off, the Crew Member shall receive one hour of pay.
 - iv. Seniority and Longevity shall be restored and the Crew Member shall otherwise be made whole.
- d. If a Crew Member has been withheld from service and is subsequently assessed discipline intended to result in a monetary penalty less than the pay loss suffered in connection with the hearing process, the Crew Member shall be restored for the pay loss incurred that exceeds the intended monetary value, if any, of the discipline assessed. To the extent permitted by law or applicable regulations, all Company records including the Crew Member's personnel and training files, shall be purged of all references to the original charge(s) and pay loss incurred that exceeds the intended monetary value, if any, of the final discipline imposed.

C. RIGHT TO APPEAL

A Crew Member or the Union may appeal any adverse action taken under this Article 19, in accordance with the procedures set forth in Article 20. The appeal rights set forth in this Article 19.C. do not apply to Crew Members who have not completed the probationary period.

D. GENERAL

1. The number of witnesses or representatives that shall be released from duty at the request of the Union to appear at a hearing under this Article 19 shall not unduly interfere with the operations of the Company. A Crew Member or party's right to call a witness shall be satisfied where the witness is provided an opportunity to participate in-person or by telephone in the hearing. As necessary, additional meeting dates shall be scheduled. A hearing under this Article 19 shall be concluded once all of the requested witnesses have been provided a reasonable opportunity to be heard in person or by telephone.
2. The Union shall be responsible for the compensation, travel, and other expenses of their respective witnesses and Union representatives for hearings and any other meetings held under this Article 19 pursuant to flight pay loss procedures. To the extent permitted by law and as otherwise authorized by Company policy, the Company shall provide witnesses and Union representatives who are employees of the Company no cost, round trip, space-available transportation on Company aircraft to attend a hearing or other meeting held under this Article.
3. The Company shall furnish at no-cost to the Crew Member, round trip (from the Crew Member's residence to the location of the hearing) commercial transportation for a Crew Member who is the subject of a hearing pursuant to this Article 19 in the event transportation over the lines of the Company is not available. In addition, the Company

shall pay per diem and the cost of reasonable lodging expenses associated with the hearing.

4. In the event a witness who is a Crew Member is called by the Company and is released from duty for the purpose of presenting evidence at the hearing, in person or telephonically, the witness shall receive the pay the Crew Member would have earned under Article 3, based on his scheduled trip(s), if applicable, including his regular line flying, any open time trips he was awarded, and any reserve for which he was scheduled, for each Day he appears as a witness. In addition, when applicable, the Company shall pay per diem and the cost of reasonable lodging expenses associated with the hearing.
5. The time limits contained in this Article may be extended by written or oral agreement between the parties. As soon as practicable oral agreements to extend a time limit shall be confirmed in writing by the party who requested the extension. In the event a time limit contained in this Article 19, or any mutually agreed extension thereof, expires on a weekend or Company holiday, the time limit shall be extended to the next business day.
6. All notices, decisions, correspondence and other written communications the Company is required to send to the Crew Member and Union shall be sent to the Crew Member's designated address via electronic mail delivery, with a copy to the Union's designated representative.
7. Hearings under this Article shall be held at mutually agreeable times and locations. If the Company and the Union are unable to agree on a time and/or location, hearings shall be held at the general offices of the Company at a time directed by the Company after consultation with the Union regarding its availability.
8. A stenographic or other recording of the hearings or any other meeting provided for in this Article 19 shall not be made unless the parties mutually agree to do so, in which case the costs of such shall be borne equally between the parties.
9. The issuance of advisory letters to all Crew Members, or a class of Crew Members, intended only to communicate policy, procedures or Work rules that if violated could lead to discipline, do not constitute the assessment of discipline and are not subject to the provisions of this Article 19.
10. Individual counseling sessions and the documentation of such counseling sessions do not constitute the assessment of discipline and are not subject to the provisions of this Article. Documentation of a counseling session shall be treated as follows:
 - a. Documentation of a counseling session shall include a specific notation that the counseling did not constitute the assessment of discipline.
 - b. Documentation of a counseling session shall not be placed in the Crew Member's personnel file and/or training file, but may be otherwise retained by the Company and considered as part of the Crewmember's record. Documentation of a counseling session shall in no event serve as the basis for disciplinary action after a period of twenty-four

(24) months during which the Crew Member receives no further documentation of counseling. However, documentation of a counseling session may be considered in assessing disciplinary action where such counseling was related to the matter giving rise to the disciplinary action and was issued within twenty-four (24) months of the disciplinary action.

- c. Documentation of a counseling session shall not be divulged, communicated, or distributed outside of the Company without the written consent of the Crew Member, except as may be required by any governmental agency or authority, as required by the Pilots' Record Improvement Act of 1996, or as may be otherwise required by law.
11. Records of disciplinary action shall be placed in the Crew Member's personnel file and may be used for purposes of assessing progressive discipline until a period of thirty- six(36) months has passed during which the Crew Member receives no further disciplinary action upon the expiration of such thirty-six (36) month period, such records shall no longer be considered in assessing progressive discipline but shall remain in the Crew Member's personnel file and may be used for other purposes (e.g., Crew Member knowledge of policy in question and potential mitigation of disciplinary action).
12. The Company shall provide the Union with copies of any documents, including witness statements, that the Company intends to present or rely on at the hearing. The Company will provide the Union with such documents no later than two (2) business days prior to the hearing, unless the Company obtains the documents after that deadline, in which case the Company shall provide copies to the Union prior to the hearing. If the Company intends to present or rely on any recordings at the hearing, it shall allow the Union an opportunity to listen to the recordings no later than two (2) business days prior to the hearing, unless the Company obtains the recordings after that deadline, in which case the Company shall provide the Union an opportunity to listen to the recordings prior to the hearing-. If the Union needs additional time to prepare for a hearing because of information contained in recordings disclosed less than two (2) business days prior to the hearing, the Union may request that the hearing be postponed for no more than five (5) business days, and such request will not be unreasonably denied by the Company.

ARTICLE 20

GRIEVANCE PROCEDURE

A. RIGHT TO UTILIZE GRIEVANCE PROCEDURE

Any Crew Member, or group of Crew Members as provided in Article 20.B.1.b., below, who has a grievance concerning the application or interpretation of this Agreement, or a grievance concerning a Company action which he believes violates this Agreement, or who believes he has been unjustly disciplined or discharged, or the Union on the same basis as Crew Members, may use this grievance procedure to grieve such matter. Except in cases of discipline and discharge, prior to the filing of a grievance involving the application or interpretation of this Agreement, or an action of the Company purporting to violate this Agreement, the Crew Member(s) or a Union representative must first make an attempt to resolve the matter informally through discussions or other communications with appropriate Company personnel. Further, the Company may initiate a grievance as provided in Article 20.D., below.

B. GRIEVANCE STEPS

1. Step 1

- a. The grievance must be submitted on a form provided by the Union, signed by the affected Crew Member, or by a Union representative on behalf of the Crew Member, and shall state in reasonable detail the facts upon which the claim is based, the Article(s) of the Agreement and/or Company work rule(s), policy(ies) or procedure(s) in question, and the relief sought. The grievance shall be submitted to the Chief Pilot. A grievance must be submitted no more than thirty (30) days after the date the Crew Member knew or should have known of the act(s) or omission(s) giving rise to the grievance. In the case of a grievance over discipline or discharge, the thirty (30) day time period for filing grievances begins the day after the Crew Member receives the decision referred to in Article 19.B.4.b of this Agreement.
- b. If the grievance of two (2) or more Crew Members involves the same facts or incidents and alleged violation of this Agreement and/or Company work rule(s), policy(ies) or procedure(s), then such grievance may be filed by the Union as a "group grievance" or "class action grievance" on behalf of the affected Crew Members, subject to all other provisions of this Article 20.
- c. A Step 1 meeting, if requested by the Company, the Union, or the grievant, shall be held as soon as practicable but in no case later fifteen (15) days after the Chief Pilot receives the written grievance. The meeting shall be conducted by the Chief Pilot or his designee. Within seven (7) days after the meeting, or if no meeting is to be held by mutual agreement, then within fifteen (15) days after receipt of the grievance, the management official hearing the grievance shall issue a written decision to the grievant, with a copy to the Union's designated representative.
- d. In matters relating to discipline and discharge, the procedures set forth in Article 19

shall serve as Step 1 of this grievance procedure.

2. Step 2

- a. A grievance that has not been resolved at Step 1 may be appealed by the Union or Crew Member to the Vice President of Flight Operations. Such appeal must be in writing on a form provided by the Union and signed by the grievant or by a Union representative on his behalf. The appeal shall be submitted to the Company via electronic mail delivery and must be received by the Company no later than fourteen (14) days after the Crew Member and Union's receipt of the Company's Step 1 written decision. A timely grievance filed over discipline or discharge shall be considered a timely written appeal and request for a Step 2 meeting.
- b. A Step 2 meeting, if requested by the Company, the Union, or the grievant, shall be held by the Vice President of Flight Operations, or his designee, within fourteen (14) days of receipt of the written appeal.
- c. Within ten (10) days after the meeting, or if no meeting is to be held by mutual agreement then within fourteen (14) days after receipt of the grievance, the Vice President of Flight Operations, or his designee, shall issue a written decision to the grievant, with a copy to the Union.

3. Step 3

- a. In the event a grievance has not been resolved at either Steps 1 or 2, the Union, only, may appeal the grievance to the Atlas Air, Inc. System Board of Adjustment (hereinafter, "Board"), in the manner provided for in Article 21.C.2.a. The appeal must be in writing, addressed to the Company's Senior Vice President of Flight Operations (or his designee), and sent via electronic mail delivery no later than thirty (30) days after the date the Step 2 decision was received by Union. The Company shall make an email address available for filing.
- b. The Board shall be constituted and shall function in accordance with the provisions of Article 21 of this Agreement.

C. TIME LIMITS

1. Any time limits prescribed in this Article 20 may be waived by mutual agreement of the Company and the grievant or Union. As soon as practicable oral agreements to extend a time limit shall be confirmed in writing by the party who requested the extension.
2. In the event a time limit contained in this Article, or any mutually agreed extension thereof, expires on a weekend or Company holiday, the time limit shall be extended to the next business day.
3. The failure of a Crew Member, or the Union on behalf of the Crew Member, to grieve or to appeal any adverse decision (in whole or in part) within the prescribed time limits provided, including any mutually agreeable extensions to such time limits, or a refusal to attend a

properly scheduled meeting (unless the grievant has waived his right to attend the meeting), shall cause the action or decision of the Company to become final and binding; provided, the Board shall have jurisdiction to resolve all disputes related to compliance with this Article 20.C.3.

4. If any meeting or decision required of the Company under the provisions of this grievance procedure is not held or issued within the time limits provided, including any mutually agreed upon extensions to such time limits, the Crew Member and the Union may consider the grievance denied and appeal it to the next step of the procedure, and until such time as the Company has provided the meeting or decision required, the time limits for the grievant and/or the Union to file an appeal to the next step of this procedure, or to the Board, shall be tolled.

D. COMPANY GRIEVANCES

In the case of a grievance initiated by the Company (a "Company grievance"), the Company shall submit the Grievance to the Union in writing or by electronic mail. The Company grievance shall conform with the timeliness and formal requirements set forth in Article 20.B.1.a, above. The Company may file a grievance only over the interpretation or application of the Agreement. Within thirty (30) days of submission of a Company grievance, a Union official designated by the Union shall meet with the Company's Senior Vice President of Flight Operations, or their designees, to discuss the matter. If the grievance cannot be resolved as a result of this meeting then within thirty (30) days following such meeting, the grievance may be appealed by the Company to the Board by filing a notice of appeal to the Board on or before the thirty-first (31) day following the meeting. Such appeals shall conform to the requirements set forth in 20.B.3.a., above, except the notice of appeal shall be filed with a Union official designated by the Union.

E. GENERAL

1. A decision rendered pursuant to this Article 20 may not add to, subtract from, or alter in any way the Agreement.
2. The number of witnesses or Union representatives that shall be released from duty to appear at a hearing under this Article 20 shall not unduly interfere with the operations of the Company. A Crew Member or party's right to call a witness shall be satisfied where the witness is provided an opportunity to participate in person or by telephone at the hearing. As necessary, additional meeting dates shall be scheduled. A hearing under this Article 20 shall be concluded once all of the requested witnesses have been provided a reasonable opportunity to be heard in person or by telephone.
3. A stenographic or other recording of the meetings provided for in this Article shall not be made unless the parties mutually agree to do so, in which case the costs of such shall be borne equally between the parties.
4. Unless the Company so agrees (or the Union in the case of a Company grievance), the grievant and the Union are precluded from raising in subsequent steps of the grievance procedure alleged unrelated violation(s) of the Agreement, unrelated issues involving the application of Company rules, policies or procedures or additional unrelated claims based

on facts or incidents not raised as part of the grievance submitted at Step 1. Such issues may only be submitted as new grievances subject to all time limits, jurisdictional restrictions, and any other pertinent provisions of this Agreement. However, nothing herein shall preclude the grievant or the Union from raising at any step of this grievance procedure or before the Board any Article or provision of this Agreement that either the grievant or the Union believes supports their position in the underlying grievance.

5. Unless the Union so agrees, the Company is precluded from raising new charges in disciplinary and discharge matters that were not raised in Article 19 proceedings.
6. A Crew Member shall have the right to be accompanied at each meeting held pursuant to this grievance procedure by a Union representative who may or may not be an employee of the Company.
7. All notices, decisions, appeals, correspondence and other written communications to be sent from the Company to the Union, or from the Union to the Company, shall be sent via electronic mail. The Company and the Union each shall establish a dedicated email address for receipt of such notices, decisions, appeals, correspondence and other written communications from the other. A party's email to the other party's dedicated email address shall be sufficient to establish receipt by the party to whom the email is sent.
8. All meetings provided for in this Article 20 shall be at mutually agreeable reasonable times and locations. If the Company and the Union are unable to mutually agree on a time and location, the meetings shall be held at the general offices of the Company at a time directed by the Company after consultation with the Union regarding its availability. At the request of the Company or the Union, any meeting provided for herein to discuss a grievance not involving discipline or discharge may be held by telephone conference. For grievances involving discipline or discharge, the waiver of any meeting provided for herein in favor of a telephone conference must be by mutual agreement.
9. The Company and the Union shall be responsible for the compensation, travel, and other expenses of their respective witnesses and Union representatives for meetings held at any step of this grievance procedure; provided, Union witnesses and representatives who are Crew Members who attend hearings under this Article 20 shall be subject to flight pay loss procedures, upon request by the Union. To the extent permitted by law, and upon request by the Union, the Company shall provide a Crew Member no cost, round trip space-available transportation on Company aircraft to attend meetings held under this Article 20.
10. The Company, the Union and the Crew Member (if applicable) shall provide the other party or parties with information that the party intends to rely on or present at a meeting held under this Article 20. Such Information shall be provided at least two (2) business days prior to the meeting unless agreed otherwise.

ARTICLE 21

SYSTEM BOARD OF ADJUSTMENT

A. SYSTEM BOARD OF ADJUSTMENT

In compliance with Section 204, Title II of the Railway Labor Act, as amended, there is hereby established a System Board of Adjustment, which shall be known as the Atlas Air, Inc. Crew Members' System Board of Adjustment (the "Board").

B. JURISDICTION OF THE BOARD

1. As provided by the Railway Labor Act, as amended, the Board shall have jurisdiction over all disputes between a Crew Member and the Company, or between the Company and the Union, growing out of the interpretation or application of any of the terms of this Agreement or amendments thereto.
2. The Board's jurisdiction shall not extend to any proposed changes in rates of pay, rules or working conditions. The Board shall not have any jurisdiction to add to, subtract from, modify or amend any of the terms of this Agreement.
3. In cases arising under Article 20, the Board's jurisdiction shall be limited to a consideration of the issue(s) addressed in the written grievance filed pursuant to Article 20 and any issues arising from the subsequent processing of the grievance.
4. The Board shall not have jurisdiction to consider any dispute in which the appealing party has not complied with the applicable provisions of Articles 19 or 20, or which has not been submitted to the Board in a timely manner; provided, all procedural arbitrability disputes shall be resolved by the Board.
5. The Board shall have no jurisdiction to consider any dispute involving the discharge of a probationary Crew Member.
6. As provided by the Railway Labor Act, as amended, the decisions of the Board shall be final and binding.

C. PROCEEDINGS BEFORE THE BOARD

1. The Board shall consist of three (3) members. One member shall be designated by the Union, and one member shall be designated by the Company. The third member shall be selected from a panel of neutral arbitrators pursuant to the provisions of Article 21.C.3., below.
2. Appeal/Submission
 - a. Written appeals to the Board shall be submitted in accordance with Articles 20.B.3.a. and 20.D. of this Agreement. The submission shall specifically state:
 - i. The question(s) at issue, including the specific Article(s) of the Agreement alleged

to have been violated;

- ii. A statement of facts;
- iii. The position of the Crew Member or the Union;
- iv. The position of Company; and
- v. The relief sought.

3. Selection of Neutral Arbitrator

- a. The Company and the Union have established the following panel of potential arbitrators:
 - 1. Fred Horowitz
 - 2. Ira Jaffe
 - 3. George Nicolau
 - 4. Alan Symonette
 - 5. Gil Vernon
 - 6. Richard Kasher
 - 7. Edward Krinsky
 - 8. Josh Javits
 - 9. Dana Eischen
- b. Upon ninety (90) days advance written notice, either party may remove an arbitrator from the panel set forth in Article 21.C.3.a., above; provided, if a hearing on a particular matter has commenced but not concluded, the third member of the Board present when the hearing commenced shall serve until the hearing is concluded and a decision is rendered.
- c. If an arbitrator is removed from the panel pursuant to the preceding paragraph, or upon the arbitrator's retirement or death, the parties shall attempt to mutually agree upon a replacement arbitrator within twenty-one (21) days of receipt of the written notice of removal or notice of the arbitrator's retirement or death. If the parties are unable to agree upon a replacement, they shall take turns choosing a replacement from the following list of arbitrators, with the Union to choose a replacement for the first vacancy. **[LIST TO BE DETERMINED BETWEEN PARTIES]**

4. Administration of the Board

- a. Beginning ten (10) days after the appeal to the Board is sent, either the Union (in the case of a Union, Crew Member or Group/Class Grievances) or the Company (in the case of a Company Grievance) shall have the right to select a neutral arbitrator to serve as the third member of the Board. The arbitrator shall be selected by mutual agreement of the parties or by alternately striking names from the above panel. The first strike shall be determined by a coin toss. After the arbitrator is selected, the Union (in the case of a Union, Crew Member or Group/Class Grievances) or the Company (in the case of a Company Grievance) may initiate the scheduling of the grievance for arbitration by notifying the selected arbitrator in writing as set forth in Article 21.C.4.(i)-(iv). A copy of the written submission to the arbitrator shall be sent to the other party at the same time that it is sent to the arbitrator:
 - i. That the arbitrator has been selected on the basis of his name appearing on a standing panel inclusive to this Agreement.
 - ii. The name and number of the grievance, and whether it is a contract dispute or a discipline/discharge matter.
 - iii. The scheduling party's estimated number of days required to hear the grievance.
 - iv. The city in which the hearing is likely to be held.
- b. The arbitrator will be asked to provide both parties his available dates for hearings for the next sixty (60) days. Upon receipt of the arbitrator's dates of availability, the parties will confer regarding a mutually agreeable date or dates for the hearing. If no date has been agreed upon within fourteen (14) days from the date the arbitrator's dates were received by the parties, then either party may request in writing, with a copy to the other party, that the arbitrator schedule the hearing. Upon receipt of such a request the arbitrator will schedule the hearing.
- c. If the arbitrator referred to in Article 21.C.4.b. does not offer available dates for hearings within the next sixty (60) days, and one or both parties finds arbitrator's dates of availability unacceptable, then the parties shall within fourteen (14) days from the date the arbitrator's response was received select another arbitrator by mutual agreement or by alternately striking names from the above panel. The procedures set forth in Articles 21.C.4.b. and 21.C.4.c. shall be repeated until the hearing is scheduled.
- d. The above listed provisions providing for notifications and communications with the arbitrator shall not be construed to permit any unauthorized *ex parte* communication with the arbitrator regarding the nature or merits of the grievance to be heard.

5. Hearing

- a. The parties will endeavor to convene the Board for a particular grievance as soon as possible after it has been appealed to the Board.

- b. The Board will meet at a mutually agreeable facility in Westchester County, New York unless the parties agree to meet elsewhere.
- c. The number of employee witnesses and representatives summoned to appear at any one time shall not be greater than that which can be spared without interfering with the Company's operations. Additional hearing dates will be scheduled as necessary. However, upon receipt of at least fourteen (14) days advance notice the Company shall release the Union's Board member to the extent necessary to allow him to attend meetings of the Board.
- d. A stenographic or other recording of the hearing may be made at the request of either party or upon mutual agreement of the parties. Except in the case of mutual agreement, the cost of the stenographic or other recording shall be borne by the requesting party and such recording shall be for the exclusive benefit of such party. In the case of mutual agreement for recording of the hearing, costs of such shall be borne equally by the parties. Nothing shall preclude the arbitrator from making or requesting a recording of the hearing for the arbitrator's exclusive use.
- e. The Board will be asked to issue its decision in writing as soon as reasonably possible, but in no case more than sixty (60) days after the hearing(s) conclude. Further, by mutual agreement the parties may request that the Board issue its decision orally or with a brief written decision after the taking of evidence and the conclusion of oral arguments, with a comprehensive written decision to follow.

D. GENERAL

1. Time Limits

- a. The time limits contained in this Article may be extended by written or oral agreement between the parties. Oral agreements shall be confirmed in writing as soon as practicable by the party that requested the extension.
- b. In the event a time limit contained in this Article, or any mutually agreed extension thereof, expires on a weekend or Company holiday, the time limit shall be extended to the next business day.

2. Notice of Appeal

- a. A notice of appeal to the Board shall be filed in accordance with Articles 20.B.3.a. or 20.D. of the Agreement.
- b. Copies of the above documents shall be provided to the Union official designated by the Union and to the Company's Vice President of Flight Operations or designee.

3. Expenses

- a. The expenses and reasonable compensation of the neutral arbitrator selected in

accordance with Paragraph C.3. shall be borne equally by the Company and the Union.

- b. Except as expressly provided otherwise, the Company and the Union shall respectively assume the compensation, travel expense and other expenses of the Board members designated by them; *provided*, the Union Board member who attends hearings under this Article 21 shall be subject to flight pay loss procedures.
- c. To the extent permitted by law and authorized by Company policy, the Union Board member shall be provided no cost, free space available transportation over the lines of the Company for the purpose of attendance at meetings of the Board.
- d. The Company and Union will be responsible for the compensation, travel, and other expenses of their respective witnesses and representatives; *provided*, Union witnesses and representatives who are Crew Members who attend hearings under this Article 21 shall be subject to flight pay loss procedures.
 - i. In the event the Company calls a Crew Member as a witness, the Company will furnish at no-cost to the Crew Member, round trip (from the Crew Member's residence to the location of the hearing) commercial transportation in the event transportation over the lines of the Company is not available. In addition, the Company shall pay per diem and the cost of reasonable lodging expenses associated with the hearing.
 - ii. In the event the Company calls a Crew Member as a witness and the Crew Member is released from duty for the purpose of presenting evidence at the hearing, and the hearing is on a Work Day(s), the Crew Member shall receive the pay the Crew Member would have earned under Article 3, based on his scheduled trip(s), if applicable, for each Day he appears as a witness. If the hearing is on the Crew Member's Day(s) Off, the Crew Member shall receive pay applicable to Work on a scheduled Day Off for each such Day the Crew Member attended the hearing.
- e. Upon mutual advance agreement of the Union and the Company in each particular instance, the Board may incur expenses necessary for its decision of a case and such expenses shall be borne equally by the Company and the Union.

4. Docket

If the Union appeals more than one (1) case to the Board, the Union shall choose the order of Union, Crew Member or Group/Class Grievances to be heard and decided by the Board. If the Company appeals more than (1) Company Grievance to the Board, the Company shall choose the order of Company Grievances to be heard and decided by the Board.

5. Information Requests

- a. Upon a specific, good faith, written request made at least fourteen (14) days prior to a hearing referenced in this Article 21 (unless another time frame is mutually agreed upon), the Company and the Union shall provide the other party with information (that was not already provided pursuant to Article 20.E.10) reasonably necessary to determine

the merits of a grievance. The requested information shall be provided as soon as practicable before the Board hearing, but not later than seven (7) days prior to the Board hearing unless mutually agreed to otherwise.

- b. The failure to provide required information, unless such information is withheld deliberately, shall not have an exclusionary effect. Rather, if additional pertinent requested information is identified before the close of the hearing, it will be provided to the requesting party as soon as possible.

6. Subpoenas and Disclosure of Witnesses

The parties acknowledge the right to subpoena information and witnesses for Board hearings. The parties shall disclose to one another the names of witnesses they intend to call as part of their case in chief, if known, no less than three (3) days prior to the commencement of a Board hearing.

- 7. The Company and Union shall be the only parties to a Board proceeding.
- 8. The Company shall designate the person or persons who may present its arguments and evidence to the Board. The Union shall designate the person or persons who may present its arguments and evidence to the Board, and, at its discretion, who may present any arguments and evidence on behalf of the grievant.
- 9. Each Board member shall be free to discharge his duty in an independent manner, without fear that his individual relations with the Company, the Union or other employees may be affected in any manner by any action taken by him in good faith in his capacity as a Board member.

ARTICLE 22

SENIORITY

A. GENERAL

1. Except as may otherwise be provided in this Agreement, seniority will govern with respect to upgrade and downgrade, filling of vacancies, displacements, reduction in force (furlough), recall from furlough, Base and aircraft assignments due to expansion or reduction in aircraft and Base staffing, monthly schedules, vacation bidding and when otherwise required by the Agreement.
2. There shall be one seniority list, the Atlas Air Pilots' Master Seniority List."
 - a. Seniority as a Crew Member shall be based on the individual's length of service as a Crew Member, beginning with the date the individual commenced training with the Company as a Crew Member, and his relative position in that Crew Member training class.
 - b. For the Atlas Air Pilots' Master Seniority List, if an individual is currently employed by the Company, he shall be placed on the list first. When two or more individuals currently employed by the Company begin training on the same date, placement on the list will be determined using the last four digits of their Social Security numbers, with the individual having the lower number placed on the list first. If two or more such individuals have the same four Social Security numbers, then the last six Social Security numbers shall be used to determine placement on the list, with the individual having the lower number placed on the list first. After individuals currently employed by the Company are placed on the list in accordance with the procedure above, the Social Security number rules above shall be used to determine the placement of all other individuals who begin training on the same date.
3. Except as may be otherwise provided in this Agreement, seniority as a-Crew Member will continue to accrue during the individual's uninterrupted period of employment with the Company.
4. The promotion of a junior Crew Member over a more senior Crew Member as may be allowed under this Agreement shall not affect either Crew Member's relative position on the Atlas Air Pilots' Master Seniority List.

B. SENIORITY LIST

1. The Company shall maintain the Atlas Air Pilots' Master Seniority List, which will include all Crew Members employed by the Company as of the date the list is published. The Atlas Air Pilots' Master Seniority List as of the date of the signing of this Agreement is attached hereto as Appendix 22-A.
2. The official Atlas Air Pilots' Master Seniority List will be published and posted by the

Company on March 1st and September 1st of each year and at the time a Bid Award is published. The list will contain the names of all Crew Members holding seniority on the list and, at a minimum, the following information for each Crew Member shown, current as of the February 15th for the March 1st posted lists and August 15th for the September 1st posted list and as of the date used for a Bid Award:

- a. Date of hire as a Crew Member and relative seniority number.
- b. Status.
- c. Position.
- d. Duty status (i.e., active, leave of absence, furlough, management).

C. PROTESTS REGARDING SENIORITY

1. A Crew Member shall have a period of forty-five (45) days after the posting of the Atlas Air Pilots' Master Seniority List to protest to the Company his relative seniority position or other incorrect posting that affects his seniority on the list; *provided*, however, that a Crew Member on vacation, leave of absence, or furlough shall be permitted fourteen (14) days after return to duty to submit a protest as allowed herein. A Crew Member failing to file a written protest within the time limits provided herein shall be bound by the list as posted and shall have no further recourse.
2. A Crew Member protesting his position on the Atlas Air Pilots' Master Seniority List shall submit the protest in writing to the Company's Vice President of Flight Operations or his designee, with a copy to the Union. Only protests relating to errors or changes occurring after the last required posting of the official Atlas Air Pilots' Master Seniority List shall be subject to this or any other protest procedure, including the grievance procedure set forth in Article 20 of this Agreement.
3. The Company will present all properly submitted seniority protests to the Union for its review and position regarding how the protest should be resolved.
 - a. If the Company agrees with the resolution of the seniority protest proposed by the Union then the Atlas Air Pilots' Master Seniority List will be amended accordingly and the protest resolution will become final and binding on all parties and for all purposes.
 - b. If the Company does not agree with the resolution of the seniority protest proposed by the Union then the Union may submit the matter directly to the Atlas Air Inc. System Board of Adjustment ("Board") provided for in Article 21 of this Agreement. Should the protest be so submitted, the Board shall be asked to hear the matter as expeditiously as possible and its decision in the matter will be final and binding on all parties and for all purposes.

D. LOSS OF SENIORITY

A Crew Member will forfeit all seniority rights and his name will be removed from the Atlas Air Pilots' Master Seniority List as may be specifically provided elsewhere in this Agreement when he:

1. Is discharged and the discharge is upheld or unchallenged;
2. Retires or dies;
3. Resigns his employment with the Company;
4. Does not return to work upon the expiration of a leave of absence;
5. Has been on continuous leave for a period in excess of that provided for the leave he was granted in Article 13; or
6. Has been on furlough for a period in excess of that provided in Article 23 of this Agreement; or
7. Forfeits his Crew Member seniority but remains an employee with the Company.

E. TRANSFER TO MANAGEMENT OR OTHER POSITION WITH THE COMPANY

1. A Crew Member that has completed his probationary period as defined in Article 19.A.2. of this Agreement and subsequently transfers to a management or any other position with the Company not covered by this Agreement shall retain and continue to accrue seniority on the Atlas Air Pilots' Master Seniority List,. Such an individual shall exercise his seniority if and when he elects to return to a Position covered by this Agreement and subject to his meeting all qualifications for the Position to which he is attempting to return.
2. A Crew Member that transfers to a management or other position with the Company not covered by this Agreement before he has completed his probationary period will retain but not accrue any further seniority on the Atlas Air Pilots' Master Seniority List. Further, such an individual will be required to complete his probationary period upon his return to a Position covered by this Agreement.
3. A Crew Member who is removed from his management or other position not covered by the Agreement, but retained by the Company, shall have a right to return to a Position covered by this Agreement in accordance with this Article 22.E.

Appendix 22-A

Insert Atlas Air Pilots' Master Seniority List as of Date of Signing

ARTICLE 23

FURLOUGH & RECALL

A. SYSTEM FURLOUGH

1. A Crew Member will be furloughed in reverse order of placement on the Atlas Air Pilots' Master Seniority List. Nothing in this Agreement shall be construed to limit the Company's right to terminate the employment of a probationary Crew Member in lieu of furlough.
2. Furlough Notification Procedure
 - a. A Crew Member will be given forty-five (45) days' notice of furlough or one and one-half months of his Minimum Monthly Guarantee in lieu thereof, in addition to any other furlough pay and benefits for which the Crew Member is eligible under Article 23.D., below.
 - b. A Crew Member to be furloughed will be notified by the Chief Pilot's office in writing by certified mail, personal delivery, or overnight delivery by a commercially recognized courier service. A signed and dated receipt is required for proof of delivery; provided, however, the first attempt of delivery of either certified mail or overnight delivery will be considered proof of delivery. The notice shall also be sent electronically to the Crew Member. The furlough notice must contain the effective date of furlough.

B. RECALL FROM FURLOUGH

1. Furloughed Crew Members shall be required to keep a standing bid on file as provided for in Article 24. A furloughed Crew Member may change his standing bid at any time and such change will be effective the day after it is received by the Company. The Company shall designate a Company email address to which a Crew Member should send any changes in his standing bid during furlough. The Company shall notify those Crew Members in a furlough status of the opening or closing of any Base at the same time such notice is provided to Active Crew Members. This paragraph shall apply to both voluntarily and involuntarily furloughed Crew Members.
2. The Company shall create an electronic mailing list to communicate with furloughed Crew Members, consisting of the email addresses provided to it by the furloughed Crew Members. The Company shall use the mailing list to send emails to furloughed Crew Members to inform them of anticipated material changes in the amount of flying performed by the Company.
3. All Crew Members on voluntary or involuntary furlough shall be offered recall prior to the Company hiring new Crew Members as set forth in this Article 23.B.3., and in Article 23.B.4., below.
 - a. Prior to recalling furloughed Crew Members, the Company shall award Position Vacancies to non-furloughed Crew Members in accordance with Article 24.

- b. A Crew Member who is furloughed will be recalled in seniority order by his placement on the Atlas Air Pilots' Master Seniority List and the Crew Member's Position preferences as set forth on his standing bid.
 - c. If a Crew Member has not listed a particular recall preference Position on his standing bid, he will not be recalled to that Position Vacancy and he will be bypassed in favor of a more junior Crew Member who has indicated a willingness to be recalled to that Position on his standing bid, or, if none, a New Hire, as applicable.
- 4. A Crew Member may bypass his recall from furlough; provided, the Company may fill the vacancy with a more junior Crew Member, or a New Hire Crew Member, in accordance with this Article 23.B. Bypass rights shall be exercised on a Position Vacancy-by-Position Vacancy basis. Crew Members who exercise bypass rights shall be offered recall to future Position Vacancies as they occur.
 - 5. All recall rights shall expire after seven (7) years from the effective date of the furlough, at which time his name will be removed from the Atlas Air Pilots' Master Seniority List. The Company may at its discretion extend this time period with notice to the Union.
 - 6. Crew Member who is recalled from furlough shall be guaranteed three (3) months of continuous employment, or pay in lieu thereof. A Crew Member who is furloughed within three (3) months of recall from furlough shall not be entitled to furlough compensation associated with the subsequent furlough referred to in the previous sentence; provided however, that the Crew Member shall be entitled to receive no less than two (2) months of Company-provided medical, dental and life insurance coverage as referenced in Article 23.E.2.
 - 7. At the time a furloughed Crew Member accepts recall, he shall, within seven (7) calendar days, mail or otherwise send to the Company a copy of his current Airman's Medical Certificate that is required for the Position to which the Crew Member has been recalled. If the Crew Member does not have a current required Airman's Medical Certificate, he shall not be eligible for recall and shall remain in furlough status until such time as he regains the required Airman's Medical Certificate and is again recalled.

C. RECALL NOTIFICATION PROCEDURE

- 1. A Crew Member to be recalled will be notified by the Chief Pilot's office in writing by certified mail, personal delivery, or overnight delivery by a commercially recognized courier service. A signed and dated receipt is required for proof of delivery; provided, however, the first attempt of delivery of either certified mail or overnight delivery will be considered proof of delivery. On the date the Company sends written notice as described above, the Company will also send an email to the Crew Member's personal email address provided by the Crew Member and call/leave a message for the Crew Member at the telephone number on file with the Company.
- 2. For the purposes of any notice or other communications required of the Company in this Article, it will be sufficient for the Company to direct those communications to the Crew

Member's most recent address and email address on file with the Company. It shall be the Crew Member's responsibility to inform the Company of his current address, email address, and telephone number and any changes to such contact information during the term of his furlough.

3. Within seven (7) days of receipt of a notice of recall, a Crew Member on furlough must inform the Company in writing or electronically by email whether he accepts, or (if applicable) bypasses the recall, unless the Crew Member is unable to respond within seven (7) days due to circumstances beyond the Crew Member's control.
4. In order to accept recall, a Crew Member on furlough must be able to report for duty by the anticipated date of return in the recall notice. This date of return may not be earlier than twenty-one (21) days after the date of the Crew Member's receipt of the recall notice, unless the Company and Crew Member mutually agree to a different earlier date.
5. A Crew Member will be deemed to have resigned and his name will be removed from the Atlas Pilots Master Seniority List, when (i) he fails to inform the Company within seven (7) days of receipt of the notice of recall whether he will accept or bypass a recall as required in Article 23.C.3., above, (ii) he accepts recall in a timely manner but fails to report for duty on his schedule date of return, or (iii) he bypasses recall after being informed that all Crew Members junior to him have been recalled or declined recall.

D. FURLOUGH COMPENSATION

An involuntarily furloughed Crew Member will receive furlough pay based on his Longevity as a Crew Member. Effective beginning at the date of signing of this Agreement, the Crew Member will receive one (1) month of pay for every year of Longevity with the Company to a maximum of two (2) months of pay. Effective beginning at the date of signing of this Agreement plus two years, the Crew Member will receive one (1) month of pay for every year of Longevity with the Company to a maximum of three (3) months of pay. Effective beginning at the date of signing of this Agreement plus three (3) years, the Crew Member will receive one (1) month of pay for every year of Longevity with the Company up to a maximum of four and one-half (4.5) months of pay. The hourly rate of furlough pay will be the rate applicable to the Crew Member's Status on the date prior to the effective day of his furlough. Furlough pay shall be based on the Minimum Monthly Guarantee and shall be paid on the Company's normal payroll dates until the conclusion of the period during which the Crew Member is entitled to furlough pay.

E. FURLOUGH BENEFITS

1. A Crew Member will retain and accrue seniority while on involuntary or voluntary furlough until his recall rights expire. A Crew Member on involuntary or voluntary furlough will accrue Longevity during the first one (1) year of a furlough or until the Crew Member bypasses recall, whichever occurs first. A Crew Member will retain Longevity while on furlough.
2. A Crew Member may continue any Company-provided medical, dental and life insurance coverage during the period he is eligible for furlough compensation in Article

23.D. above, provided however, that in no case shall a furloughed Crew Member receive less than two (2) months of Company-provided medical, dental and life insurance coverage. Thereafter, the Crew Member may continue benefits at his cost pursuant to COBRA.

3. At the time a Crew Member is furloughed, he shall be paid any unused and accrued vacation which he was entitled in the current calendar year.

F. VOLUNTARY FURLOUGH

1. Prior to the issuance of furlough notices, the Company may offer voluntary furloughs. The Company may limit the offer to a specific number of Crew Members awarded or assigned a specific equipment type (e.g. The Company may offer voluntary furloughs to 30 B767 Crew Members and 20 B747 Crew Members). Voluntary furloughs shall be granted in order of system seniority. The Company shall provide Crew Members and the Union at least thirty (30) days' calendar notice of the offer of voluntary furloughs.
2. Crew Members will be awarded voluntary furloughs in seniority order by Position.
3. A Crew Member who is awarded a voluntary furlough will be eligible for recall in seniority order.
4. A Crew Member who returns from a voluntary furlough who cannot hold his prior Position will exercise his seniority to secure a new Position in accordance with Article 24.H.
5. A Crew Member who takes a voluntary furlough will receive pay and benefits owed to him at the time he leaves Active Service under the same terms and conditions as those for involuntarily furloughed Crew Members.

G. EARLY RETIREMENT IN LIEU OF FURLOUGH

The Company may, at its option, elect to avoid or mitigate a furlough by offering Crew Members or a specific group of Crew Members (using age or seniority, unless the Union consents to an alternate selection criteria) voluntary early retirement and/or a severance package. If made to a specific group of Crew Members, any offer shall be made on a uniform and non-discriminatory basis. The Company shall notify, meet and consult with the Union prior to making any offer pursuant to this paragraph.

H. GENERAL

1. While at least one Crew Member is on involuntary furlough and has not been offered recall, each Active Crew Member's pay and credit shall be limited to a 130-hour cap per month, except any Crew Member Training Instructor (CTI) assigned to a Training Center to perform exclusively simulator training is excluded from the 130-hour cap.
 - a. If the 130-hour cap set forth in Article 23.H.1., above, is exceeded in more than three

- (3) separate months in a rolling twelve (12) month period, whether by the same or different Crew Members, the maximum period of Longevity accrual referenced in Article 23.E.1., above, shall be extended as follows:
- i. From one (1) year to two (2) years as a result of the first instance where the 130 hour cap was exceeded in more than three (3) separate months in a rolling twelve (12) month period.
 - ii. From two (2) years to three (3) years as a result of the second instance where the 130 hour cap was exceeded in more than three (3) separate months in a rolling twelve (12) month period, provided at least one individual Crew Member was on the same involuntary furlough during both instances where the cap was exceeded in more than three (3) separate months in a rolling twelve (12) month period. This Article 23.H.1.a.ii., shall not apply if all Crew Members on involuntary furlough during the first instance when the 130 hour cap was exceeded in more than three (3) separate months in a rolling twelve (12) month period are offered recall prior to a second such instance.
- b. In no case shall a Crew Member be entitled to more than three (3) years of Longevity accrual while on furlough.
 - c. When the maximum period of Longevity accrual is extended pursuant to Article 23.H.1.a., above, that extended period of Longevity accrual shall also apply to other Crew Members who are subsequently furloughed, provided at least one Crew Member who was on furlough at the time the accrual period was extended remains on involuntary furlough and has not been offered recall at the time of the subsequent furlough.
2. A furloughed Crew Member may be entitled to on-line space-available transportation, and jump-seat privileges, on the Company's aircraft on the same basis as active Crew Members for a period of two (2) years from the effective date of furlough if permitted by TSA.
 3. A furloughed Crew Member shall not perform any line Crew Member duties.
 4. For purposes of providing notices of furlough and recall pursuant to this Article, it will be sufficient for the Company to direct such notices to the Crew Member's most recent address and email address on file with the Company. It is the Crew Member's obligation to inform the Company of any changes in his residence address and email address.
 5. Crew Members on furlough will be allowed to update their standing bids pursuant to the applicable provisions of Article 24.B. of this Agreement.
 6. The provisions of Article 23.A.2.a., 23.E.2., and 23.E.3. shall not apply if the need to reduce staffing at a Base or to furlough a Crew Member is caused, in major part, by circumstances over which the Company has no control. The term "circumstances over which the Company has no control" includes, but is not limited to,
 - a. a natural disaster,

- b. a labor dispute,
- c. grounding of a substantial number of the Company's aircraft by government agency or voluntary action by the Company for safety reasons in lieu thereof, which in either case could not be avoided or cured by the Company,
- d. reduction of flying operations because of a decrease in available fuel supply or other critical material either due to governmental action or suppliers being unable to provide sufficient fuel or other critical materials for the Company's operations,
- e. revocation of the Company's operating certificate(s),
- f. war emergency,
- g. acts of terrorism,
- h. owner's delay in delivery of aircraft scheduled for delivery,
- i. manufacturer's delay in delivery of new aircraft.

ARTICLE 24

FILLING OF VACANCIES

A. POSITIONS

Each Crew Member shall hold a Position in the Company's system.

B. STANDING BIDS

1. The Company will maintain a "standing bid" system. The Company shall use the standing bid system to fill all vacancies, to process reductions in force, and to process recalls. The standing bid shall be used by a Crew Member to:
 - a. Advise the Company of his desire to maintain or change Position.
 - b. Advise the Company of his desire to execute a Base swap.
 - c. In the case of a furloughed Crew Member, to advise the Company of his recall preferences as provided for in Article 23.
2. Each Crew Member shall file a standing bid with the Company, which will indicate the Crew Member's desired order of preference for Positions. The standing bid may contain any number of combinations of Positions. The Company shall make available a means for electronic filing and verification.
3. A Crew Member may indicate in his standing bid a minimum acceptable relative seniority ranking, based on the total number of Crew Members projected to fill the Position being bid by the Crew Member, of either twenty-five percent (25%), fifty percent (50%), or seventy-five percent (75%) of the available Positions. Crew Members who do not indicate a minimum acceptable relative seniority ranking on their Standing Bid will be deemed to have bid for all (100%) available Positions, regardless of relative seniority ranking.
4. If a Crew Member has not submitted a standing bid, or his standing bid reflects insufficient choices to accommodate his seniority, his first bid preference shall be considered his existing Position. If his current Position is eliminated or his seniority no longer entitles him to hold the Position, then he shall be considered to have bid the following order:
 - a. His current Status on his current aircraft type, regardless of Base; then
 - b. The highest paying Status for which he is qualified on his current aircraft type at his current Base; then
 - c. The highest paying Status for which he is qualified on his current aircraft type at any Base; then
 - d. The highest paying Status he can hold on any aircraft type, regardless of Base.

5. A Crew Member may submit a new standing bid at any time. When a Crew Member submits a new standing bid, the new standing bid will replace and supersede any previous bid on file for the Crew Member and will be considered for subsequent awards as outlined in Article 24.D., The new standing bid will not be considered for a Position that has been filled.

C. POSITION NOTICE AND PRELIMINARY AWARD

1. "Position notices" shall be used to notify the Crew Members of a change, if any, in staffing at any Base.
2. Monthly position notices shall be numbered consecutively.
3. A position notice shall include the following:
 - a. Position notice number.
 - b. The number of vacancies and/or reductions by Position.
 - c. The projected class date(s) of the vacancy award if applicable.
 - d. The date of the Base(s) opening or closing if any.
4. A position notice, if any, shall be posted no later than 1700z on the first day of the Bid Month that the position notice is awarded.
5. On the sixth day of the Bid Month the Company will post a Preliminary award that indicates the expected results of the final award based upon the bid preference forms on file at 1700z on the third day of the Bid month.
6. The start of the class or Position change shall occur no later than the last Day of the second Bid Month following the award date.
7. Any training within a position notice must begin prior to training with the same curriculum (as referenced in Article 24.D.6.) within a subsequent position notice. Any Base transfer within a position notice must take effect prior to any Base transfer within a subsequent position notice.
8. A position notice may be cancelled at any time prior to posting of the final bid award.
9. A position notice may be modified by adding or deleting up to two Positions after the position notice is posted and prior to final bid award.

D. PROCEDURE FOR FILLING POSITION VACANCIES

1. Position Vacancies, if any, shall be filled on the tenth (10th) day of each Month using the standing bids on file at 1700Z on that date. The Company will publish the final vacancy award no later than 1700z on the twentieth (20th) day of the Month. A Position Vacancy

award or assignment shall not become effective any sooner than the start of the next Bid Month unless the Company and the Union, with each affected Crew Member's concurrence, agree to an earlier date. The Company will award or assign, pursuant to the provisions of this Article, displacements or vacancies (primary or resultant) to eligible Crew Members according to their seniority and preference as listed on their standing bid.

2. The Company shall use the standing bids on file from eligible Crew Members on the Atlas Pilots' Master Seniority List before filling any such vacancies with newly hired Crew Members. The Company is not required to award or assign a Position Vacancy to a Crew Member who has no standing bid on file. It is the responsibility of each Crew Member to maintain a complete and up-to-date standing bid on file at all times.
3. A Position Vacancy shall be awarded in the following manner:
 - a. Beginning with the most senior Crew Member's standing bid, each Crew Member shall, depending on the order of his bid preference:
 - i. Remain in his current Position; or
 - ii. Be awarded a new Position Vacancy as available, or as such vacancy becomes available during the awarding process.
 - b. Vacancies created as the result of a Crew Member being awarded a vacancy ("resultant vacancies") shall be filled at the Company's discretion, in accordance with the provisions of this Article 24. Each time the Company fills a resultant vacancy, the award process begins again with the most senior Crew Member's standing bid to ensure that the most senior Crew Member is awarded his highest standing bid preference.
 - c. Displacement rights will be provided to any Crew Member who is displaced from his present Position and is not awarded a higher order of bid preference than such Crew Member's current Position according to his Standing bid.
 - d. The Company shall award or assign all primary vacancies and accomplish all displacement actions concurrently with the posting of the Preliminary award and final bid award.
 - e. The number of displacements in a Position shall be reduced by the number of Crew Members in that Position who have been awarded other vacancies or otherwise left the position during the vacancy award process.
4. If any Position Vacancies remain unfilled after the process set forth in Articles 24.D.3., above, and the Company elects to fill the Position Vacancies, the Company may choose one of the following options to fill such Position Vacancies:
 - a. Waive applicable freezes and fill the Position Vacancy in seniority order; or
 - b. Fill the position with a New Hire Crew Member.

5. The vacancy award shall be final on the day the award is published.
6. The Company shall schedule Crew Members for training resulting from a vacancy award in seniority order among the Crew Members requiring the same training curriculum, as established in the applicable Company training manual. The Company may schedule a more junior Crew Member to training before a more senior Crew Member who requires a different training curriculum, depending on when the training classes are scheduled.
7. A Crew Member with a standing bid on file for the Position Vacancy, working in a Position not covered by this Agreement, as provided for in Article 10, shall be given a "phantom" bid award.
8. A Crew Member on a leave of absence, as provided for in Article 13, who is not expected to return to active duty on or before the first class date of the bid award shall also be given a "phantom" bid award. At the Company's discretion, a vacancy may be awarded to the next most senior Crew Member.

E. MODIFICATION OF A FINAL VACANCY AWARD

1. A final vacancy award may be cancelled at any time up to the earliest class date for that vacancy award.
2. No Crew Member shall be adversely affected by a cancellation of a vacancy award or class date. For example, if an earlier award or class date is cancelled resulting in a senior Crew Member being deprived of his awarded Position while a junior Crew Member is awarded the Position, the senior Crew Member will have the following options:
 - a. The Crew Member(s) may displace the junior Crew Member(s) on a subsequent final vacancy award or later class date on that position notice; or
 - b. The Crew Member(s) may return to his previous Position.
3. A Crew Member may withdraw from a published class date prior to the first Day of class with Company concurrence. If a Crew Member withdraws from his awarded Position he will be returned, seniority permitting, to his original Status and aircraft type, and shall be subject to a twelve (12) month bidding freeze in his current Position, unless the Crew Member withdrew due to a medical emergency or the Company decides to waive the freeze.
4. The projected class dates may be modified to accommodate availability of training resources, subject to Article 24.C.7.

F. BASE SWAP PROCESS

A Crew Member shall be permitted to express a preference in his standing bid to swap from his existing Base to a different Base as set forth in this Article 24.F.

1. The Crew Member may identify only one Base to which he would like to swap.
2. Crew Members may only swap with Crew Members holding the same Status and equipment type. Crew Members holding phantom Positions, on leaves of absence, or otherwise unavailable for flight duty shall not be permitted to swap.
3. The Company shall process swap requests during the months of March and September.
4. Swap requests shall be processed between the twentieth (20th) and twenty-second (22nd) day of the calendar month, based on the Base swap preference expressed in the Crew Member's standing bid on file as of 0000Z on the twentieth (20th) of that month.
5. If there is a match between Crew Members wishing to swap Bases, the swap shall be granted on a one-to-one basis in seniority order. A swap involving multiple Crew Members shall not be granted.
 - a. Example 1: A swap in which Crew Member A wishes to swap from ANC to CVG, Crew Member B wishes to swap from CVG to MIA, and Crew Member C wishes to swap from MIA to ANC shall not be granted.
 - b. Example 2: If Crew Members A, B and C all wish to swap from ANC to CVG and Crew Members D, E and F all wish to swap from CVG to ANC, all of the swaps shall be granted.
6. A list of all swaps granted will be posted electronically no later than 1700Z on the twenty-third (23rd) day of the calendar month.
7. A swap shall become effective no earlier than the first Day of the second Bid Month after the swap is granted.
8. The Crew Member shall be responsible for any costs or expenses initially incurred as a result of the swap (e.g., visas, badges, parking).

G. COMMENCEMENT OF PAY

1. The Crew Member assigned a new Position shall receive the new rate of pay effective on the completion date of Operating Experience or one hundred twenty (120) Days after the initial class date, whichever occurs first. A Crew Member who fails to complete training shall not receive the higher rate of pay.
2. If, due to the Company's delay, a junior Crew Member completes Operating Experience

prior to a more senior Crew Member who was awarded the same Category in the same vacancy award, and who was in the same training class as the junior Crew Member, the more senior Crew Member shall receive the higher rate of pay commencing on the date the junior Crew Member completes Operating Experience.

3. When a senior Crew Member does not start training, due to no fault of his own, within one-hundred twenty (120) days of when a junior Crew Member who was awarded the same Category in the same vacancy award begins training, the senior Crew Member will begin to receive the higher rate of pay at that time.

H. PROCEDURE FOR REDUCTION IN POSITIONS

1. If the Company elects to reduce the number of Positions at a Base, the following procedures shall apply:
 - a. The most junior Crew Member will be displaced from his Position at the Base.
 - b. The displaced Crew Member will have “bumping” rights throughout the Company's system in accordance with seniority, his standing bid on file (if any), and Article 24.B.4, above.
 - c. Any furlough, as a result of a reduction in Positions, will be made in accordance with system-wide seniority pursuant to Article 23.A.
2. If the Company is adding Positions in one Base at the same time it is reducing Positions in another Base, the Company shall award new vacancies before processing the reductions pursuant to Article H.1., above.

I. OPENING AND CLOSING BASES

1. The Company shall have the right, in its sole discretion, to open or close a Crew Member Base, to determine the location for all Bases and to determine the number of Positions staffed at each Base.
2. The Company shall provide advance written notice to the Union of its intention to open or close a Base. The Company shall provide such notice at least thirty (30) days prior to the anticipated opening date and at least sixty (60) days prior to the anticipated closing date. The Company shall meet with the Union upon request to discuss any issues the Union may wish to raise with the Company.
3. The notice of opening a Base shall include the following:
 - a. The location of the Base.
 - b. The date of the Base opening.
 - c. Anticipated number of Positions.

- d. The bid closing date and time.
4. The notice of a Base closing will include the anticipated beginning and end dates of Base closure.
5. Position Vacancies at the new Base will be awarded in seniority order in accordance with Article 24.D, above.
6. Crew Members affected by a Base closing shall have displacement rights as set forth in Article 24.H., above.

J. INITIAL ASSIGNMENT OF NEW HIRES

The Company shall permit members of a New Hire class to bid in seniority order on Position Vacancies identified by the Company. If new hire classes for more than one aircraft type commence on the same day, new hires shall prepare and submit an initial assignment bid form. If an insufficient number of members of a New Hire class bid for a Position Vacancy(ies), the Company shall make assignments within the New Hire class in reverse seniority order. Nothing contained herein shall permit the Company to award or assign a New Hire to a Position prior to exhausting the procedures contained in Article 24.D., above. The Company shall notify New Hires of Position awards and assignments prior to the commencement of New Hire training. Such Position awards and assignments shall become effective when the Crew Member commences training.

K. CREW MEMBERS WITHIN ONE YEAR OF RETIREMENT

1. A Crew Member who is within one (1) year of mandatory retirement age may maintain a standing bid without any additional restrictions, but will be awarded only vacancies in his current equipment type and Status. The Company may, in its sole discretion, offer the benefit set forth in Article 24.K.2., below, to Crew Members who are more than one (1) year away from mandatory retirement age.
2. If the Crew Member accepts the Company's offer in Article 24.K.1, above, he will be paid at the higher rate of pay to which he would have been entitled had his bid to the higher Status been awarded. The new pay rate shall become effective on the first Day of the second Bid Month after the publication of the Final Award on which the Crew Member receives the award pursuant to Article 24.K.1.

L. BIDDING FREEZE

1. A Crew Member who bids and is awarded a new Category with the same or lower pay rate will incur a thirty (30) month freeze in that Category.
2. A Crew Member who bids and is awarded a new Position in the same Status with a higher pay rate will incur a eighteen (18) month freeze in that position.
3. No bidding freeze shall apply to a First Officer who bids for a higher Status on any aircraft type.

4. A probationary Crew Member is subject to a twenty-four (24) month freeze in his initial Position.
5. All bidding freezes become effective on the first Day a Crew Member has commenced initial, upgrade or transition training on his current awarded equipment.
6. A Crew Member who is (a) awarded a bid to another Status on his current aircraft type or (b) awarded a bid in any Status on another aircraft type, and who, after commencing the required training for any reason fails to complete such training, shall be returned, seniority permitting, to his original Status and aircraft type and shall be ineligible to bid to different Status or aircraft type for a period of twelve (12) months.
7. During the twelve (12) month period following the delivery of the first aircraft that is New Equipment as defined herein, a Bidding Freeze shall not prevent a non-probationary Crew Member from being awarded a Position Vacancy in the New Equipment. For purposes of this Article 24.L.7., New Equipment means (a) aircraft that is not on the Company's operating certificate and is not a derivative of aircraft in the Company's fleet; and (b) aircraft that is not on the Company's operating certificate and is a derivative of aircraft in the Company's fleet but the Company treats the aircraft as a separate fleet. For purposes of this Article 24.L.7., an aircraft is derivative if a Crew Member with a type rating in another aircraft in the Company's fleet could be assigned to the aircraft after successfully completing differences training.

M. GENERAL

1. When the Company fills a Position Vacancy, it shall issue a notice identifying the Crew Member(s) who have changed Position(s).
2. The Company shall update Bid Lists when it fills a Position Vacancy. Updated Bid Lists shall be made available with the next monthly bid package.

ARTICLE 25

SCHEDULING

A. Minimum Scheduled Days Off in a Bid Month

1. Crew Members will be awarded or assigned a monthly Bid Line in accordance with the bid process set forth in this Article 25. The minimum number of scheduled Days Off associated with a Bid Line shall be fourteen (14) Days Off in a thirty-one (31) Day Bid Month, and thirteen (13) in a thirty (30) Day Bid Month.
2. A Crew Member who volunteers and is awarded additional Open Time flying under Article 25.Q., below, or who engages in a Trip Trade in accordance with Article 25.R., below, may reduce the number of minimum Days Off in Article 25.A.1., above, by the number of Duty Days for which he volunteers and any applicable extension Days to such Open Time or traded trips as provided for in Article 25.N. and Article 25.O.
3. No Crew Member shall be required to report for duty on a scheduled Day Off except as provided in Article 25.J., Article 25.N., Article 25.O., and Article 25.Q, below.

B. Maximum Consecutive Duty Days

1. A Crew Member will not be involuntarily assigned to any schedule that would require any duty in excess of seventeen (17) consecutive Duty Days without an intervening four (4) consecutive scheduled Days Off, except as specifically provided for elsewhere in this Article 25.
2. Duty Days will be deemed consecutive for purposes of Article 25.B.1., above, until the Crew Member receives an intervening four (4) consecutive scheduled Days Off. The Company will adjust an affected Crew Member's Bid Line in the second month in order to provide the minimum number of consecutive Days Off (or fewer if agreed to by the Crew Member). (E.g., A Crew Member who ends a block of Work Days on the 28th of April cannot perform Work until the 3rd Day of May unless he agrees otherwise).

C. Blocks Of Days Off And Blocks of Work To Be Used In Bid Line Construction

1. Bid Lines shall include blocks of Days Off.
2. For "Domestic-Scheduled" Operations, as that term is defined in Article 25.D.1.a., below, a block of Days Off shall consist of no less than four (4) consecutive Days, except that a Bid Line may include blocks of Days Off that are less than four (4) consecutive Days at the beginning and/or end of a Bid Period.
 - a. At least seventy-five percent (75%) of the Bid Lines in each Base in the Domestic-Scheduled Operations that consist of one Bid Month (thirty (30) Day line) shall be constructed with three (3) or fewer blocks of Work Days. The remainder of those Bid Lines may be constructed with four (4) blocks of Work Days.

- b. At least seventy-five percent (75%) of the Bid Lines in each Base in the Domestic-Scheduled Operations that consist of two Bid Months (sixty (60) Day Line) shall be constructed with five (5) or fewer blocks of Work Days. The remainder of those Bid Lines may be constructed with six (6) blocks of Work Days.
- 3. For all operations other than Domestic-Scheduled Operations, a block of Days Off shall consist of no less than five (5) consecutive Days, except that a Bid Line may include blocks of Days Off that are less than five (5) consecutive Days if such block(s) of Days Off are at the beginning or the end of a Bid Period. The remaining required number of Days off shall be in a single block.
- 4. Notwithstanding Article 25.C.3., above, the Company may construct up to twenty percent (20%) of Primary Lines by Position with less than five (5) Days Off between Trip Pairings without providing all remaining required number of Days Off in a single block, provided,
 - a. These lines provide a higher pay and credit than the average credit value for a Primary Line at that Base for that month in that equipment type.
 - b. These lines will provide a minimum of three (3) additional Days Off in excess of that required in Article 25.A., above.
 - c. These lines will only be an out and back type Trip Pairing (e.g. CVG-ANC-CVG or LAX-NRT-LAX) consisting of no more than three (3) duty periods. If the Trip Pairing consists of three (3) duty periods the Trip Pairing can only operate between North America and South America, unless the Union Scheduling Committee agrees otherwise.
 - d. When a Crew Member is assigned a schedule in accordance with Article 25.I.11., below, and that schedule has less than five (5) Days Off at the beginning or end of the Bid Period, all remaining required numbers of Days Off shall be in a single block unless the Crew Member consents otherwise in writing.

D. Bid Line And Bid Package Construction

- 1. The Company shall create separate Bid Lines for the following three types of operations:

- a. “Domestic-Scheduled” Operations

Such a Bid Line will solely contain Scheduled flying that operates between two airports located within the United States, Mexico, Canada and/or the Caribbean.

- b. “International-Scheduled” Operations

Such a Bid Line will solely contain Scheduled flying and will contain at least one Trip Pairing that has at least one leg that that is not a “Domestic-Scheduled” Operation.

- c. “Ad-Hoc” Operations

Such a Bid Line will contain non-scheduled flying to include military flying, charter flying and any other non-scheduled flying, and may also contain scheduled flying that is not included in Primary Lines following the scheduled Primary Line construction pursuant to Article 25.D.1.d., below.

- d. For purposes of this Article 25.D.1., “Scheduled” shall include any flying that is express type operation or E-Commerce operation. “Scheduled” shall also include other regular scheduled flight operations for which the Company plans to operate a schedule in advance of the construction of the Bid Lines, and the customer has a history of schedule stability, on a Bid Month-by-Bid Month basis. The Company shall provide the Union Scheduling Committee, in advance, with the flight operations that will be deemed “Scheduled” for that Bid Month.
 - i. At least eighty-five percent (85%) of Scheduled flying (as measured in block hours by equipment type) which is unassigned at the time the Bid Package is constructed shall be included in Primary Lines.
 - ii. Once a particular type of flying is designated as “Scheduled” by the Company for a particular Bid Month, it may not be changed to “non-scheduled” for that Bid Month without the consent of the Union.
2. Bid Months will be based on calendar months, with the following exceptions:
 - a. The January Bid Month shall be from January 1st through January 30;
 - b. The February Bid Month shall be from January 31st through March 1st;
 - c. The March Bid Month shall be from March 2nd through March 31st.
3. A Bid Period may consist of one (1) Bid Month or two (2) Bid Months combined.
4. The number of two (2) Bid Month periods will not exceed sixty-five percent (65%) of the total number of lines available each Bid Month by Position, except that the Company may exceed this percentage (up to seventy percent (70%) of the total lines available) to cover transition flying after consultation with the Union Scheduling Committee. This Company may also otherwise exceed this percentage with the concurrence of the Union Scheduling Committee, which concurrence the Union Scheduling Committee will not unreasonably withhold.
5. The number of Reserve Lines in the initial bid process (excluding Reserve Lines that include R-3, and Reserve Lines offered in accordance with Article 31.F.) will not exceed twenty-five (25%) of the total number of Lines by Position for that Bid Month.
6. The Company will provide all known flying to the Union Scheduling Committee prior to each month’s Bid Package posting.

7. When published in the bid package, all Trip Pairings will begin and end at the Crew Member's Base.
8. The Company will publish at least as many Bid Lines (i.e., Primary, Secondary, Reserve and VTO) per Position as the number of Crew Members eligible to bid in the Position.
9. The Company, in consultation with the Union Scheduling Committee, shall publish a Bid Package by Position with the Bid Lines constructed as follows:
 - a. Primary Lines:
 - i. Primary Lines shall be constructed for each of (a) "Domestic-Scheduled" Operations, (b) "International-Scheduled" Operations, and (c) Ad Hoc Operations.
 - ii. Primary Lines must comply with Article 8, Article 12, this Article 25 and the Federal Aviation Regulations.
 - iii. Primary Lines shall not include reserve Days or reserve duty.
 - iv. Primary Lines shall consist of Trip Pairings and blocks of Days Off in accordance with this Article 25.
 - v. All Primary Lines will have a method for a Crew Member to indicate his preference to be available to accept schedule changes, pursuant to Article 25.N.
 - vi. No more than fifty percent (50%) of the Primary Lines, by Position, may include Article 33 flying. This limitation shall not apply to Primary Lines in an equipment type if the total Article 33 block hours for that equipment type, system-wide, exceeds fifty percent (50%) of the total block hours for that equipment type in a particular Bid Month.
 - b. Secondary Lines:
 - i. Secondary Lines will consist of blocks of Days-On and blocks of Days Off in accordance with this Article 25.
 - ii. Secondary Line's block(s) of Days-On, for purposes of Bidding, will initially be blank days to be converted pursuant to Article 25.M., below.
 - iii. The number of Secondary Lines in the initial bid process will not exceed twenty percent (20%) the total number of Lines, by equipment type.
 - iv. The Secondary Lines that are withheld will be constructed with Days Off based on the needs of the Company in accordance with Article 25.
 - v. All Secondary Lines will have a method for a Crew Member to indicate his preference to be available to accept schedule changes, pursuant to Article 25.N.
 - c. Reserve Lines:

- i. Reserve Lines shall be constructed for (a) “Domestic-Scheduled” Operations, and (b) all other operations combined.
 - ii. Reserve Lines shall include blocks of reserve duty, blocks of Days Off, and any required deadhead associated with R-2 or R-3. Blocks of Days Off shall be constructed in accordance with Article 25.C.
 - iii. Reserve Lines must comply with Article 8, Article 12, this Article 25, Article 31 and the Federal Aviation Regulations.
 - iv. All Reserve Lines may include R-1, R-2, and R-3 duty.
 - d. VTO Lines:
 - i. At the time of initial Bid-Package publication, VTO Lines shall be blank lines with no scheduled Work Days, Days Off, Trip Pairings, etc.
 - ii. VTO Lines must comply with Article 12, this Article 25, Article 31, and the Federal Aviation Regulations.
 - iii. VTO Lines may consist of Primary Lines, Secondary Lines or Reserve Lines. Any Primary Lines created in the VTO process will consist of block hours that were dropped from the original Primary Lines, or any new flying added to the schedule. Any Reserve Lines created in the VTO process will be limited to the number necessary to cover the conflicts arising from Reserve Lines awarded or assigned in the initial bid process, and Reserve Lines published but unawarded or unassigned through the initial bid process.
10. The Company will offer Fixed Pattern Lines for bid in accordance with the following:
- a. The bid will open no later than July 1st, will close on 1700Z on July 10th, and will be awarded no later than 1700Z on the first business day following July 10th.
 - b. The Company will offer a minimum of one (1) Fixed Pattern Line for bid per Position.
 - c. The number of Fixed Pattern Lines the Company may offer for bid per Position shall not exceed ten percent (10%) of Crew Member staffing in that Position, as measured at the time of the bid.
 - d. Fixed Pattern Lines shall start at some point within the last seven (7) Days of the month, as designated by the Company, and shall extend to the point that ensures compliance with this Article 25. The Company may designate different Fixed Pattern Lines to start on different Days of the month.
 - e. The Fixed Pattern Line shall begin on the same Day each Bid Month for the calendar year covered by the bid.

- f. Fixed Pattern Lines shall begin in January-February of the calendar year subsequent to the Fixed Pattern Line bid. A Crew Member holding a December/January 60-Day Bid Line shall have the January portion of his 60-Day line replaced by the Fixed Pattern Line work schedule.
- i. In January of the year in which the Fixed Pattern Line begins, the Crew Member shall be required to work the maximum number of Duty Days as set forth in Article 25.A.
- ii. In December of the year covered by the Fixed Pattern Line, the Fixed Pattern Line shall terminate on December 31st. The Crew Member shall be required to bid a schedule in December for the following January.
- g. All Fixed Pattern Lines will be Secondary Lines.
- h. No Crew Member may be assigned a Fixed Pattern Line.
- i. During the term of a Fixed Pattern Line, the Crew Member shall not participate in the regular monthly Bid. He may utilize the provisions of Article 7.D., except that the Crew Member must request an adjustment to his vacation period no less than seventy- five (75) days prior to the start of the vacation period, unless he has a January vacation period, in which case his deadline for adjustment notification shall be 2359Z on November 15th of the prior year.

E. Operating Experience (OE), Annual Line Checks, And Other Training Related Flight Duties

- 1. Line Check Pilots will bid for Bid Lines in the same manner as all other eligible Crew Members. Crew Members who require OE will be assigned to fly with a Check Pilot.
- 2. A Crew Member who requires an annual line check or other training related flight duties will be awarded or assigned a line in seniority order. If the Crew Member is not a Reserve Line Holder, a Check Pilot will be assigned to his line. If the Crew Member is a Reserve Line Holder, he will be assigned to fly with a Check Pilot.
- 3. If a Crew Member who is not a Reserve Line Holder is displaced as a result of training described in Article 25.E.2., above, the following will apply:
 - a. The displacement will be offered to the affected Crew Member(s) in seniority order by Category. If no Crew Member(s) accepts the displacement, then the most junior Crew Member in that Category will be displaced.
 - b. When a Crew Member is displaced, the following provisions will apply:
 - i. If the Crew Member is removed from the entire Trip Pairing, the affected Crew Member will be placed on Days Off for the entire Trip Pairing and he will be credited and paid as if he had not been displaced.

- ii. If the Crew Member receives a displacement that includes the first leg(s) of his Trip Pairing, then he will remain on Days Off until his next flight assignment transitions his Base or he deadheads from his Base to a different location to resume his Trip Pairing, and he will be credited and paid as if he had not been displaced.
- iii. If the Crew Member receives a displacement that includes the remaining leg(s) of his Trip Pairing, then the Crew Member will be placed on Days Off immediately after his last flight assignment transitions his Base and he will be credited and paid as if he had not been displaced.
- iv. If the Crew Member receives a displacement that does not include the first or last leg(s) of his Trip Pairing, then the Crew Member shall have no obligation to perform any Work for the Company (other than a deadhead to resume his Trip Pairing as provided for in this Article 25.E.3.b.) from the time of displacement until he resumes his Trip Pairing unless the Crew Member agrees otherwise in accordance with Article 25.E.3.c.
 - (1) The Crew Member will be credited and paid for the legs from which he was displaced as if he had not been displaced.
 - (2) The Crew Member may be required to deadhead to resume his Trip Pairing. All such deadhead legs will be credited and paid at one hundred percent (100%) of the applicable deadhead credit in addition to any other contractually required credit and pay, in addition to the credit and pay set forth in Article 25.E.3.b.iv.(1)., above.
- v. If a Trip Pairing does not transition his Base after his Trip Pairing has begun and before he is required to be an operating Crew Member, then the Crew Member may be required to deadhead on his displaced leg(s) until he is required to be an operating Crew Member. Such deadhead leg(s) will be credited and paid as if he had not been displaced and he shall also be credited and paid one hundred percent (100%) of the applicable deadhead credit, in addition to any other contractually required pay and credit.
- vi. A Crew Member displaced in accordance with Article 25.E.3.b.iv., above, must receive his revised Trip Pairing reflecting the new layover and/or deadhead as a result of his displacement at the conclusion of his last flight prior to his displacement.

- vii. If the Company cancels a displacement at least thirty-six (36) hours prior to the scheduled departure of the Trip Pairing, the Crew Member shall be returned to his Trip Pairing, and shall not be entitled to any displacement pay or credit under this Article 25.E.3.
- c. Any Crew Member displaced in accordance with Article 25.E.3.b.iv will be eligible to be rescheduled. If the Company offers rescheduled flying to the affected Crew Member, and the Crew Member accepts it, the Crew Member will be credited and paid for the displaced legs or Trip Pairing as set forth in Article 25.E.3.b.iv, above, and shall also be credited and paid for the value of the rescheduled flying in addition to any other contractually required credit and pay.
- d. Any Crew Member displaced in accordance with Article 25.E.3. shall remain obligated to attend any training associated with the Trip Pairing from which he was displaced.
- e. A Reserve Line Holder who is assigned a Trip Pairing and is subsequently displaced from the assigned Trip Pairing will revert to reserve status.
- f. A Line Check Pilot may be rescheduled or reassigned as necessary to facilitate training-related flight duties, remaining within the Footprint of the Line Check Pilot's awarded line (subject to the Company's right to reschedule or reassign a Crew Member outside his Footprint, as set forth in Article 25.N. and/or Article 25.O.).
- g. A Crew Member requiring consolidation of skills shall not be subject to restrictions regarding reserve assignments or rescheduling prior to his completion of consolidation.
- h. Prior to each monthly Bid, the Company shall determine the number of Line Check Pilots, for each fleet, required to complete annual Line Checks or other short-term line training. If there is an insufficient number of volunteers, the Company may assign Line Check Pilots, in inverse seniority order, to VTO Secondary lines in order to ensure that the Company has sufficient Line Check Pilots for the month, as determined by the Company. Line Check Pilots may preference their Days of availability, subject to the limitations in Article 25.B. and Article 25.C.

F. Bid Package Contents

The Bid Package shall contain the following information, at a minimum:

1. A cover letter of instructions with bid process time tables;
2. Current bid list for the Base by Position;
3. Crew Member training (i.e., name, type, date, and location) and the results from the training Bid in Article 25.H., below;
4. Medical renewal dates;
5. Hostile Area Operations and Infectious Disease Area Operations stations;

6. The Bid Package shall contain all Primary Lines, Secondary Lines, Reserve Lines and VTO Lines.
7. Published Primary Lines will contain the following:
 - a. Scheduled credit and pay as determined by Article 3;
 - b. Scheduled block hours;
 - c. Scheduled time away from Base;
 - d. Scheduled number of Days Off; and
 - e. Trip Pairing number(s) and date(s), if such information is included within the Company's Crew Management System.
8. Published Trip Pairings will contain the following:
 - a. Trip Pairing number, if such information is included within the Company's Crew Management System;
 - b. Scheduled report and duty time for all periods;
 - c. Flight numbers;
 - d. Scheduled rest time for each station;
 - e. Scheduled departure and arrival times for each station;
 - f. Total scheduled block times;
 - g. Scheduled daily duty time;
 - h. Total credit time; and
 - i. Total scheduled time away from the Base.
9. Vacations and Leaves of Absence;
10. Vacation modification procedures in accordance with Article 7.D.;
11. A list of Crew Members ineligible to bid;
12. Information requirement in Article 25.F.7., and Article 25.F.8., above must be displayed in the Company scheduling software and visible to the Crew Members.

G. Bid Package Distribution

The Company shall distribute the bid package in the following manner:

1. The Company will distribute the bid package to each Crew Member's email accounts (maximum of two (2) email accounts, one (1) of which must be a Company email account) specified by the Crew Member, by no later than 1200Z on the fifteenth (15th) of the month preceding the Bid Period.
2. The bid package will be posted to the Company's website by no later than 1200z on the fifteenth (15th) day of the month preceding the Bid Period.

H. Crew Member Bidding for Training

1. The Company will provide a schedule of available training periods two months in advance (e.g., on May 1st for training periods in the month of July). Training bids will open no later than 1200Z on the first (1st) of each month, with the bid closing on the fourth (4th) of the month at 1700Z. The bid results will be published in the bid package.
2. A Crew Member shall be eligible to bid beginning in his prior month, and will remain eligible to bid until awarded or assigned a training schedule in accordance with this Article 25.H.
3. The Company will award bids in seniority order:
 - a. First, to Crew Members who will be in their grace month; then
 - b. Second, to Crew Members who will be in their due month; then
 - c. Third, to Crew Members who will be in their prior month.
4. A Crew Member who does not bid for a training period or does not submit adequate bids in his grace or due month may be assigned a training period.
5. Under no circumstances will a Crew Member be assigned training in the prior month without the Crew Member's consent.

I. Crew Member Bidding

1. A Crew Member will be ineligible to bid if one or more of the following apply:
 - a. The Crew Member is on a leave of absence and fails to notify the Company that he will return to Active Service on or before the first Day of the Bid Month.
 - b. The Crew Member is furloughed and will not be recalled to Active Service on or before the first Day of the Bid Month.
 - c. The Crew Member is not projected to be current or qualified in his Position on or before the first Day of the Bid Month.
 - d. The Crew Member has not provided a copy of a valid medical certificate to the

- Company prior to closing of the bid window (unless he provides the Company with a projected date for delivery of the medical certificate which is prior to the first Day of the Bid Month).
- e. The Crew Member is scheduled for training consisting of fourteen (14) or more Days in a Bid Month.
 - f. The Crew Member has previously been awarded or assigned a 60-Day Bid Line for the Bid Period; provided, an affected Crew Member shall not be ineligible to bid for a Bid Period that occurs after expiration of his 60-Day Bid Line.
 - g. The Crew Member has not completed OE and the associated records review prior to the close of the Bid window.
 - h. The Crew Member has not completed any Company-designated distant learning training by the opening of the bid window.
 - i. The Crew Member's vacation is treated as covering the Crew Member's entire schedule for the Bid Month pursuant to Article 7.D.1.a.
 - j. The Crew Member is suspended for the full Bid Month for which he is bidding.
- 2. A Crew Member shall not be permitted to bid any line containing Article 33.C.1. operations, nor shall a Crew Member be assigned a line containing such flying, if the Crew Member is not a member of the Article 33.C.1. pool.
 - 3. A Crew Member shall not be permitted to bid any line for which advance visas are required and the Crew Member does not possess such visas.
 - 4. A Crew Member who was not included in the bid package bid list but who notifies the Company that he is available prior to 1700Z on the 15th day of the calendar month, preceding the bid period, will be eligible to bid. The Company will make an additional line available for bid for each such Crew Member affected in accordance with Article 25.D.8.
 - 5. A Crew Member will submit his bid on a Company-designated website, or by other means, as directed by the Company, should the website not be available or accessible to the Crew Member.
 - 6. Except as specifically provided in this Article 25, all published Bid Lines will be awarded in seniority order to Crew Members who bid for such lines.
 - 7. Crew Members who are awarded or are assigned a "blank" VTO Line in conjunction with the initial bid award shall bid for the constructed VTO Lines in accordance with Article 25.L., below.
 - 8. Prior to the date on which bidding closes in a given Bid Month, a Crew Member may elect

to bypass all lines that, if awarded, would result in a conflict. An eligible bidder who does not make that election will be awarded his Bid Line preferences in seniority order regardless of any resultant conflicts. Conflicts, other than conflicts resulting from vacation or training, will be adjusted according to the following process:

- a. The Crew Member's schedule may be adjusted during the last four (4) Days of the prior month and/or the first seven (7) Days of the next month. If it is adjusted during last four (4) Days of the prior month, there will be no change to the Crew Member's Bid Line Guarantee. If it is adjusted during the first seven (7) Days of the next month, the Crew Member's Bid Line Guarantee for the month that is being adjusted will be set after the adjustment is completed.
 - b. Any adjustment to the Crew Member's schedule must remain within the Footprint of his awarded/assigned line and comply with Article 12 and Article 25.
 - c. A Primary Line Holder will not be assigned R-2 or R-3 duty during the conflict resolution process, and may only be assigned R-1 duty on the Work Days modified at the end of his Trip Pairing as a result of the conflict resolution process.
 - d. A Secondary Line Holder will not be assigned reserve duty during the conflict resolution process.
9. Article 25.I.8., above, shall apply only with respect to Bid Lines that are awarded as part of the initial bid award process, and not to the awarding of VTO Lines. For VTO Lines, an eligible bidder will not be awarded his preferences if the award would result in conflicts, other than conflicts associated with vacation or training.
10. An eligible Crew Member may choose to identify a no-fly list of Crew Members with whom he does not wish to fly. If a Crew Member's Bid Award results in the Crew Member being paired with a designated no-fly list Crew Member, he will be awarded his next preference. If two Crew Members' respective Bid Awards result in the Crew Members being paired and each had designated the other as a no-fly list Crew Member, the junior Crew Member will be awarded his next preference. In such cases, an eligible bidder will be awarded his next Bid Line preference unless a condition listed above prevents awarding him his next preferences.
11. A Crew Member will be assigned an unawarded Bid Line from the Crew Member's bid package when:
 - a. The Crew Member has failed to bid;
 - b. The Crew Member has not bid enough lines to be awarded a Bid Line;
 - c. The Crew Member is unable to be awarded any Bid Line pursuant to Article 25.I.9., above; or,
 - d. The Crew Member is ineligible to bid and subsequently becomes available for Duty after 1700Z on the 15th day of the calendar month preceding the bid period.

12. Notwithstanding Article 25.I.11., above, if a Crew Member cannot be assigned an unawarded Bid Line, the Crew Member will be assigned a thirty (30) Day schedule that complies with this Agreement.

J. Bid Months When A Crew Member Is Scheduled For Training

1. If the Crew Member is scheduled for training consisting of fourteen (14) or more consecutive Days in a Bid Month:
 - a. The Crew Member will not be required to perform any duty, other than training and deadhead associated with training, on any Day in the Bid Month.
 - b. The minimum number of monthly Days Off and maximum number of consecutive Duty Days pursuant to Article 25.A. and Article 25.B., above, respectively, may be reduced or exceeded, as applicable, by a number of Days equal to the number of Day(s) of the training assignment, which may include any deadhead associated with training.
 - c. If the training event is subsequently cancelled, the Crew Member may be scheduled to Work and receive the minimum number of Days Off specified in Article 25.A. and Article 25.B., above, and will be treated as a Secondary Line Holder. The Crew Member will inform the Company where to place the Days Off, provided that such requested Days Off comply with Article 25.A. and Article 25.C., above.
2. If the Crew Member is scheduled for training consisting of less than fourteen (14) Days and the Crew Member's Bid Line does not conflict with, *i.e.*, overlap, any Day of his training assignment:
 - a. The Crew Member's schedule for the Bid Month will be the scheduled training and his Bid Line; and
 - b. The minimum number of monthly Days Off and/or the maximum number of consecutive Duty Days specified in Article 25.A. and Article 25.B., above, respectively, may be reduced or exceeded, as applicable, by a number of Days equal to the number of Days of training, which may include any deadhead associated with training; and
 - c. If the training event is subsequently cancelled, the Crew Member's Bid Line, exclusive of the training assignment, becomes his schedule for that Bid Month. The cancelled training Days revert back to Days Off.
3. If the Crew Member is scheduled for training consisting of less than fourteen (14) Days and the Crew Member's Bid Line conflicts with, *i.e.*, overlaps, any Day of his training assignment, including deadhead associated with training, the following will apply:
 - a. When an entire Trip Pairing fully conflicts with a training event, the training event will substitute for the entire Trip Pairing.
 - b. When a Trip Pairing partially conflicts with a training event:

- i. The portion of the Trip Pairing(s) which conflict with his training assignment will be removed from his Bid Line.
 - ii. The Crew Member's adjusted Bid Line shall include his remaining scheduled Days Off.
 - iii. The Company shall have the option of assigning the Crew Member some or all of the Trip Pairings and/or reserve duty that did not conflict with the training event, or may use the Secondary Line completion process set forth in Article 25.M., below, to complete the remaining Days associated with Trip Pairings and/or reserve duty that did not conflict with the training event. The reserve duty provisions of the preceding sentence apply to Crew Member(s) who are Reserve Line Holders.
- c. The minimum number of monthly Duty Days and/or maximum number of consecutive Duty Days specified in Article 25.A. and Article 25.B., above, respectively, may be exceeded by a number of Days equal to the number of Day(s) of the training assignment, which may include any deadhead associated with training, that overlapped Day(s) Off on his Bid Line.
- d. If the Company subsequently cancels the training event, the Crew Member's Bid Line, exclusive of the training assignment, becomes his schedule for that Bid Month. The cancelled training event Days become Days Off, except that if the training event was cancelled due to an event beyond the Company's control (e.g., Acts of God, or because of a delay in an awarded or assigned flight or a commercial deadhead), the following shall apply:
 - i. If the Crew Member is not a Reserve Lineholder, the Company may change that portion of the Crew Member's awarded line related to training to a Secondary Line for those training Days that were originally a part of the Crew Member's bid line.
 - ii. If the Crew Member is a Reserve Lineholder, the Crew Member will revert to Reserve status for those training Days that were originally a part of the Crew Member's bid line.
 - iii. A Crew Member whose schedule is changed pursuant to this Article 25.J.3.d., above, will incur no loss of pay as a result of such schedule change.
- 4. If the Crew Member's awarded or assigned training is cancelled, the Crew Member's rescheduled training will not be scheduled on Days Off unless:
 - a. The Company informs the Crew Member of the available training slots, and the Crew Member requests that the training be scheduled on Days Off; or
 - b. The rescheduled training is in a subsequent unbid month, in which case normal bidding procedures for Bid Lines will apply and may result in training on Days Off.
- 5. If the Crew Member is scheduled for training consisting of less than fourteen (14) Days and

the Crew Member is assigned a schedule pursuant to Article 25.I.11., and Article 25.I.12., above, the Crew Member's schedule, including training Days, and travel will be adjusted so as to ensure that he receives Days Off in accordance with Article 25.A. and Article 25.B., above.

6. Days Off Prior To and After Training:

- a. Crew Members scheduled to attend upgrade, transition or requalification training will receive seven (7) scheduled Days Off at his residence or alternate location free of Duty prior to the start of the training assignment (three (3) Days Off at his residence or alternate location free of Duty in the case of re-qualification where the Crew Member was current in the aircraft within eleven (11) months of the start of the training assignment). The Company shall remove Days from a Crew Member's Bid Line as necessary in order to provide the minimum Days Off referred to herein. A Crew Member may waive some or all of the Days Off referred to herein.
- b. Crew Members who successfully complete upgrade, transition or re-qualification training shall receive seven (7) scheduled Days Off at his residence or an alternate location free of Duty prior to commencing OE, or his next Duty assignment if OE is not required. The Company shall remove Days from a Crew Member's Bid Line as necessary in order to provide the Crew Member with the minimum Days Off referred to herein. A Crew Member may waive some or all of the Days Off referred to herein. This Article 25.J.6.b. shall have no application to Crew Members who successfully complete requalification where the Crew Member was current in the aircraft within eleven (11) months of the start of the training assignment.

7. Bidding for OE Schedules

- a. If there are Days remaining in the Bid Month in which ground school and flight training are completed, the Company shall construct and assign an OE Schedule for the Crew Member consisting of scheduled Work Days and scheduled Days Off. The OE Schedule shall include at least the minimum number of Days Off for the Bid Month permitted under Article 25.A., inclusive of Work Days the Crew Member spent in training, i.e., ground training, flight training, other Days at the training location and associated deadhead. The Company is not required to assign Trip Pairings to Work Days associated with an OE Schedule.
- b. A Crew Member who requires OE will bid for and will be awarded, in seniority order, schedules proffered by the Company for every month until the Crew Member has completed training.
- c. The Company will distribute the OE schedule bid package, if any, no later than 1700Z of the 22nd of the month preceding the Bid Period. Bidding will close at 1700Z on the 23rd of the month preceding the Bid Period. All OE schedules shall be published no later than 2359Z on the 26th of the month preceding the Bid Period.
- d. The provisions of Article 25.B shall apply to Crew Members on OE schedules.

- e. After receiving an OE schedule, a New Hire Crew Member may waive the minimum Days Off limitation after being provided the opportunity to consult with the Union Training Committee.
- f. A Crew Member awarded or assigned an OE schedule is considered a Reserve Line Holder for assignment purposes while on the OE schedule. If a Crew Member completes OE, any remaining Work Days in the awarded or assigned OE schedule shall be converted to Reserve Days and subject to additional assignments in accordance with Article 25.
- g. OE Crew Members who are not New Hires shall be credited and paid in accordance with Article 3 on the same basis as all other Crew Members.
- h. "Completes OE" and "completed OE" means successful completion of all Line Checks and the associated records review by the Training Department.

K. Bid Periods when A Crew Member Is Scheduled For Vacation

This Article 25.K. applies to vacation Days as awarded or as adjusted in accordance with Article 7.D.

- 1. If the Crew Member's Bid Line does not conflict, *i.e.*, overlap, any Day of his vacation, the Crew Member's schedule for the Bid Month shall be the scheduled vacation and his Bid Line.
- 2. If a Crew Member's Bid Line contains a Trip Pairing(s) which entirely conflicts with his vacation, the vacation will substitute for the entire Trip Pairing(s).
- 3. If a Crew Member's Bid Line partially conflicts, *i.e.*, overlaps with his vacation, the following procedure will apply:
 - a. The portion of any Trip Pairing(s) which conflicts with his vacation will be removed from his Bid Line and, at the request of the Crew Member made within the time frame set forth in Article 7.D.2.f., the Company will return the Crew Member to his Base by 0701z on the Work Day immediately prior to his first Day of vacation.
 - b. The Crew Member will be returned to his originally awarded line after the completion of his vacation period provided the Crew Member can be returned to his awarded line at a domestic transit point within 24 hours of the start of the R-1 Day following the last Day of his vacation.
 - c. If unable to comply with Article 25.K.3.b., above, the Crew Member will be treated as a Secondary Line Holder for any Work Days remaining outside his vacation.

L. Bid Award Schedule

- 1. Unless the parties agree otherwise, the Bid Award schedule contained in this Article 25.L

shall apply to Crew Members bidding lines of flying, but shall not apply to Crew Members bidding instructor lines in accordance with Article 11.I.9.

2. The Company will publish and distribute the initial Bid Package for each Base no later than 1200Z on the fifteenth (15th) day of the calendar month preceding the Bid Period.
3. Initial Bidding will close at 1200Z on the eighteenth (18th) day of the calendar month preceding the Bid Period.
4. The Company will post the Bid Awards no later than 2359Z on the eighteenth (18th) day of the calendar month preceding the Bid Period.
5. The Company will publish and distribute the VTO Line Bid package, if any, for each Position no later than 1700Z on the twenty-second (22nd) day of the calendar month preceding the Bid Period.
6. For those Crew Members awarded or assigned a blank VTO Line in Article 25.L.5., above, bidding for the above VTO Line will close at 1700Z on the twenty-third (23rd) day of the calendar month preceding the Bid Period.
7. All Bid Lines shall be published no later than 1700Z on the twenty-fourth (24th) day of the calendar month preceding the Bid Period.
8. If the deadlines in Article 25.L.5., Article 25.L.6., or Article 25.L.7., fall on Thanksgiving Day, the deadlines will be adjusted to one day later.

M. Secondary Line Completion Process -

Secondary Lines will be completed in the following manner:

1. No later than three (3) Days prior to the first Day of a block of a Crew Member's Days- On, Crew Scheduling will begin to convert the Days-On to a Trip Pairing. The Company shall designate when the process has been completed; but, in any event, this process will be completed no later than two (2) Days prior to the beginning of the block of Days-On being converted. This process applies to each block of Days-On within a Crew Member's Bid Line.
2. Secondary Lines shall be completed with uncovered flying, including but not limited to flying withheld in Bid Line and Bid Package Construction, but shall not include reserve duty.
3. Secondary Lines must comply with Article 8, Article 12, Article 25 and the Federal Aviation Regulations.
4. In the event that Crew Scheduling is unable to convert all of the Days-On to a Trip Pairing, the following shall apply:
 - a. If Crew Scheduling is unable to build a Trip Pairing starting on the first Day-On or subsequent Days-On, then the Crew Member shall be released from duty on a Day-by-

Day basis. With respect to each Day-On, the Company will determine by 1700Z two Days in advance whether it will release the Crew Member from Duty (e.g., the Company will determine by 1700Z on the 23rd whether the Crew Member is released from Duty on the 25th), and the Crew Member must check and acknowledge his schedule between 1700Z and 1800Z each Day.

- b. If Crew Scheduling is unable to convert an entire contiguous group of Days-On to a Trip Pairing, and the Crew Member has departed his Base. it may place the Crew Member on a layover of up to seventy-two (72) hours following an operating flight.
 - i. During the seventy-two (72) hour layover, Crew Scheduling may assign additional flight assignments to the Crew Member that will operate on any of his block of Days-On being converted.
 - ii. If the Crew Member has not been assigned additional flight assignments pursuant to Article 25.M.4.b.i., above, and the Crew Member's remaining block of Days-On includes solely deadhead legs to return to Base following his last operating leg, then within the layover period the Company will begin to deadhead the Crew Member back to his Base expeditiously, meaning that the deadhead back to Base must be completed within two duty periods of when the deadhead begins, but in no case more than three (3) Days.
 - iii. Upon his return to his Base pursuant to Article 25.M.4.b.ii., above, if the Crew Member has no additional operating flight assignments, he shall be released from Duty at his Base.
 - iv. If the Crew Member has two (2) or less Days-On remaining in his block of Days-On, he shall be released from Duty unless he requests otherwise. If the Crew Member has more than two (2) Days-On remaining in his block, the process outlined in Article 25.M.4. may begin anew with additional flight duties scheduled on those Days-On. The Crew Member shall be required to check and acknowledge his schedule daily in accordance with Article 25.M.4.a. following completion of any required rest.
5. A fully completed Secondary Line will be treated as an Ad-Hoc Primary Line. When a Secondary Line Holder's entire block of Days-On has not been converted, he will be treated as an Ad-Hoc Primary Line Holder up until the last operating flight in his Trip Pairing.

N. Schedule Changes To Trip Pairings

1. Primary Line Holders – Domestic-Scheduled Operations and International Scheduled Operations.
 - a. The Company may reassign a Crew Member holding a Primary Line in Domestic-Scheduled Operations or International-Scheduled Operations from his Trip Pairing at any time for any of the following reasons or pursuant to other provisions of this Agreement permitting reassignment:

- i. Any portion of the Crew Member's Trip Pairing is cancelled for any reason.
 - ii. Any portion of the Crew Member's Trip Pairing is delayed for any reason when such delay results in a disruption to the Trip Pairing.
 - iii. To avoid or minimize the Crew Member being extended into a Day(s) Off if he remains on his Trip Pairing.
 - iv. Other circumstances over which the Company has no control as referenced in Article 23.H.6.
 - v. A Crew Member is unable to operate a Trip Pairing, or portion thereof, because of the Crew Member's own acts or omissions (including, but not limited to, sick calls, late report, no show, Crew Member request).
 - vi. The Crew Member is unable to operate a Trip Pairing, or portion thereof, due to restrictions imposed by the United States government or its agencies, or by foreign governments or their agencies.
 - vii. When the Crew Member is a high minimum Captain who is removed from his original Trip Pairing and is assigned to a different Trip Pairing due to weather.
 - viii. When the Crew Member is unable to operate the Trip Pairing, or any portion thereof, due to restrictions contained in this Agreement; in the Federal Aviation Regulations; in the portions of the Company's Flight Operations Manual related to pairing restrictions, special airport qualifications, or Check Pilot-only airports; or in any other portion of the Flight Operations Manual with which the Union concurs.
 - ix. The Crew Member is within one and one half (1.5) hours of any Cumulative Part 117 Flight Time or Flight Duty Period Limits, or is within one (1) hour of any daily Flight Duty Period limit.
 - x. When the Crew Member is a Line Check Pilot, as provided in Article 25.E.3.f., above.
 - xi. The Company may also reassign a Crew Member holding a Primary Line in Domestic-Scheduled Operations or International-Scheduled Operations to operate another Trip Pairing, or portion thereof, that has become available and could not reasonably be covered through the Open Time system in Article 25.Q.
- b. If the Company changes a Crew Member's Trip Pairing for the reasons set forth in Article 25.N.1.a., above, then the following will apply:
- i. The Company will inform the Crew Member holding Primary Lines of the new Trip Pairing through the Crew Management System or other permissible means at the time of the change. However, if the Crew Member is at his residence, the Company may place the Crew Member on R-1 between 0800-0900 and 1700-1800 local time at the Crew

Members Base, in lieu of informing the Crew Member of a new Trip Pairing. If the Crew Member is not at his residence, the Company may inform the Crew Member of the new Trip Pairing no later than the end of the Minimum Rest [Period](#).

- ii. The new Trip Pairing will comply with Article 12 and Article 25.
 - iii. The new Trip Pairing will be scheduled to depart from the Crew Member's Base no earlier than the scheduled departure of the original Trip Pairing based on his Bid Line, unless the Crew Member agrees otherwise.
 - iv. The new Trip Pairing will be scheduled to block in at the Crew Member's Base at or before 0659Z on the Day he was originally scheduled to return to his Base based on his Bid Line, unless the Crew Member agrees otherwise.
 - v. The Crew Member's new Trip Pairing under Article 25.N.1.a., above, shall be deemed his "assigned Trip Pairing" for purposes of the Extension Days provision in Article 25.O., below.
- c. The Company may not assign the Crew Member reserve duty unless the Crew Member is returned to Base (or other mutually agreeable location), in which case the Crew Member may be assigned to R-1. A Crew Member assigned R-1 may be assigned another Trip Pairing that complies with the requirements of Article 31.
- d. If the Company removes the Crew Member from a Trip Pairing, the Company shall select one of the following two options:
- i. Option A: Assign the Crew Member a different Trip Pairing that complies with the requirements of Article 25.N.1.b.(iii.) and (iv.), above.
 - ii. Option B
 - (1) With the Crew Member's consent, the Company may give the Crew Member a different Trip Pairing that does not comply with Article 25.N.1.b.(iii.) and (iv.), above. A Crew Member who agrees to such an extension of his Trip Pairing shall be deemed to have voluntarily extended his Trip Pairing. Such voluntary extension may not exceed three (3) Days unless the Union and the Crew Member agree to a longer period.
 - (2) Once a new Trip Pairing has been accepted by a Crew Member in accordance with Option B, the Company may remove the Crew Member from that Trip Pairing and assign him a new Trip Pairing that returns the Crew Member to his Base at or before 0659Z on the Day associated with the Trip Pairing originally accepted by the Crew Member.
 - (3) The Crew Member's new Trip Pairing shall be deemed his "assigned Trip Pairing" for purposes of the Extension Days provision in Article 25.O., below.
- e. The Company shall provide Crew Members with a revised schedule which shows all of the new Trip Pairing(s), including a specific plan (via deadhead transportation or otherwise) for

returning the Crew Member to his Base. The revised schedule must be provided to the Crew Member in accordance with Article 25.N.1.b.(i.).

- f. The Company may not reassign a Primary Line Holder in Domestic Scheduled Operations to flight(s) that are not included within the definition of Domestic Scheduled Operation in Article 25.D.1.a., above, without Crew Member consent.
2. Primary Line Holders – Ad Hoc Operations, and Secondary Line Holders – All Operations
 - a. The Company may change the Trip Pairings of Crew Members who hold Primary Lines in Ad Hoc Operations, or Secondary Lines in any operation, as long as the new Trip Pairing complies with the requirements of Article 25. N.1.b.(i) through (iv), above. The Crew Member’s new Trip Pairing shall be deemed his “assigned Trip Pairing” for purposes of the Extension Days provision in Article 25.O., below.
 - b. If the Company removes a Trip Pairing from a Crew Member who holds a Primary Line in Ad Hoc Operations, or a Secondary Line in any operation, the Company shall select one of the options set forth in Article 25.N.1.d., above, and shall comply with Article 25.N.1.e., above.
3. Reserve Line Holders, Including VTO Reserve Line Holders
 - a. The Company may require a Reserve Line Holder to complete any Trip Pairing or reserve duty that is scheduled to block in (in the case of operating flights or deadhead) or end (in the case of reserve duty) by 0659Z of the last Day of reserve assignment in the Crew Member’s Bid Line.
 - b. If a Reserve Line Holder is required to complete any Trip Pairing or reserve duty pursuant to Article 25.N.3.a., above, that shall be deemed his “assigned Trip Pairing” for purposes of the Extension Days provision in Article 25.O., below.
 - c. If the Company removes a Trip Pairing from a Reserve Line Holder, the Company shall select one of the options set forth in Article 25.N.1.d., above, and shall comply with Article 25.N.1.e., above.
4. Subject to Article 12.A.3., the Company may reassign a Crew Member’s Deadhead segments for any reason. When the first leg of a Trip Pairing is changed from Deadheading to operating a segment, or from operating a segment to Deadheading, it shall be considered a change to a Trip Pairing for purposes of this Article 25.N. All other changes from Deadheading to operating or from operating to Deadheading shall not be considered a change to a Trip Pairing for purposes of this Article 25.N.

O. Extension of an Assigned Trip Pairing Into Scheduled Days Off

1. The Company may extend a Crew Member into scheduled Day(s) -Off to protect his assigned Trip Pairing. The assigned Trip Pairing is determined by the Crew Member’s originally awarded Bid Line or, if applicable, by the most recent assignment given to the

Crew Member in accordance with Article 25.N., above.

2. In the event of an extension into Day(s) -Off in accordance with Article 25.O.1., above, the following shall apply:
 - a. For Primary or Secondary Line Holders.
 - i. A Crew Member may be extended up to two (2) Days in a Domestic operation.
 - ii. A Crew Member may be extended for up three (3) Days in an International operation.
 - iii. The Crew Member may be extended beyond the limitations set forth in Article 25.O.2.a.(i) and (ii), in situations involving “Acts of God.”
 - b. Reserve Line Holders, Including VTO Reserve Line Holders
 - i. The Company may require a Reserve Line Holder to complete a Trip Pairing that is scheduled to, and actually does, begin by no later than 0659Z on the last Day of reserve assignment (i.e. in the Crew Member’s original Bid Line), and is scheduled to return the Crew Member to his Base by not later than 0659Z on the last extension Day available to the Company.
 - ii. If a Reserve Line Holder is extended into a scheduled Day(s) -Off under Article 25.O.2.b.i., above, such trip shall be his “assigned Trip Pairing” for purposes of Article 25.O.1., above.
 - iii. Reserve Crew Members may be extended for up to two (2) Days in a Domestic operation and for up to three (3) Days in an International operation, except that in either case a Reserve Crew Member may be extended for a longer period in situations involving “Acts of God.”
 - c. For purposes of the monthly limitation on the number of extension Days, extension Days count towards the month in which the extension occurs. A Crew Member does not receive additional Days Off in the Bid Month as a result of extension Days.
3. The Company shall provide Crew Members with a revised schedule which shows all of the new Trip Pairing(s), including a specific plan (via deadhead transportation or otherwise) for returning the Crew Member to his Base. The revised schedule must be provided to the Crew Member in accordance with Article 25.N.1.b.(i), above.

P. Guaranteed Day Off (GDO)

1. A Crew Member is entitled to utilize up to four (4) guaranteed Days Off (GDO) in a calendar year during the first ten (10) Bid Months in a calendar year. Crew Members may not be extended into a scheduled Day -Off that has been designated by the Crew Member as a GDO or any of the consecutive Days Off following the GDO.
2. A Crew Member may place a GDO on a Day Off corresponding to his awarded or assigned

schedule for the Bid Month.

3. When a Crew Member intends to use a GDO, he shall notify the Company through the Crew Management software, no less than five (5) Days prior to the Day for which the Crew Member will utilize the GDO. The Crew Management software shall be the exclusive means by which a Crew Member may notify the Company of his intent to utilize a GDO.
4. If weather, maintenance or an air traffic control event associated with the Crew Member's flight to his Base prevents the Company from returning a Crew Member to his Base prior to his scheduled GDO, the GDO may be rescheduled by the Crew Member for use at any time other than the last two (2) Bid Months of the calendar year.
5. If a Crew Member is not returned to his Base prior to commencing a GDO, he will be credited and paid in accordance with Article 3.A.2.a.xiv.
6. The GDO forms used by Crew Members shall be mutually agreeable to the Company and the Scheduling Committee.

Q. Open Time Flying

1. Open Time Trip Pairing Construction:
 - a. Any Open Time Trip Pairing construction will be in accordance with this Article 25 and have a maximum duty length of seven (7) Days, except:
 - i. If more Days are required to complete a maximum of three (3) operating duty periods but in no case more than nine (9) Days.
 - ii. In the case of a Base-to-Base portion of a Trip Pairing as described in Article 25.Q.1.c.ii., below but in no case more than nine (9) Days.
 - b. All Open Time Trip Pairings shall begin and end in Base.
 - c. An Open Time Trip Pairing cannot transit a Base, except:
 - i. In the case of a Trip Pairing that operates from one Base to another, then operates back to its originating Base in the same or next duty period (e.g. CVG-ANC-REST-ANC-CVG); or.
 - ii. In the case of a Base-to-Base portion of a Trip Pairing that was included in a specific Base in the monthly Bid Package.
2. Nothing in this Article 25.Q. is intended to limit the Company's ability to assign uncovered flying to a reserve Crew Member. The Company will determine which Trip Pairings and Reserve Duty, if any, are placed into Open Time, taking into account the minimum staffing levels established by the Company and viewable to the Crew Members.
3. Future Open Time is any Trip Pairing(s) or reserve duty that is not scheduled to begin prior to 1800z three (3) Days thereafter (e.g., Future Open Time on Sunday would be a Trip

Pairing or reserve duty that is not scheduled to begin prior to 1800z on Thursday). Short Notice Open Time is any Trip Pairing(s) or reserve duty that is scheduled to begin prior to 1800z three (3) Days thereafter (e.g., Short Notice Open Time on Sunday would be a Trip Pairing or reserve duty that is scheduled to begin prior to 1800z on Thursday).

4. Open Time Trip Pairings shall be awarded only to Crew Members in the Category or Position, whichever is applicable, in which the Open Time Trip Pairing was posted.
5. Open Time Trip Pairing(s) shall be awarded as follows:
 - a. If the first operating flight of the Trip Pairing departs from a Base, or if the Base-to-Base portion of the Trip Pairing was included in a specific Base in the monthly Bid Package as described in Article 25.Q.1.c.ii., above:
 - i. Crew Scheduling will first offer the Open Time Trip Pairing for bid to Crew Members from that Base.
 - ii. Crew Scheduling will first attempt to award the Open Time Trip Pairing in Base seniority order among the Crew Members from that Base who bid for the Open Time Trip Pairing and who were able to be awarded the Open Time Trip Pairings based on the other limitations in this Article 25.Q.
 - iii. If the Open Time Trip Pairing is not awarded to a Crew Member in that Base by the time the Company elects to repost the Open Time Trip Pairing for bid by all Crew Members system-wide, the Open Time Trip Pairing will be awarded to Crew Members in system-wide seniority who have bid on the Open Time Trip Pairing and who were able to be awarded the Open Time Trip Pairings based on the other limitations in this Article 25.Q. The Company may not repost a Future Open Time Trip Pairing for bid by all Crew Members system-wide unless it was open for bid by Crew Members from that Base for a minimum of two Future Open Time bid periods in accordance with Article 25.Q.7., below, unless the Future Open Time window has less than two (2) bid periods remaining, in which case it will be open for one (1) bid period.
 - b. All other Open Time Trip Pairing(s) will be awarded on the basis of system seniority to a Crew Member who has bid on the Open Time Trip Pairing and who is able to be awarded the Open Time Trip Pairings based on the other limitations in this Article 25.Q.
6. When processing the Open Time bids, the following limitations will apply:
 - a. The Open Time Trip Pairing may not overlap the Crew Member's previously awarded Work Day(s), except as provided in Article 25.Q.8.d., below;
 - b. The Open Time Trip Pairing must not create an illegality for any previously assigned Trip Pairing(s) or reserve duties;
 - c. The Crew Member must be physically able to move into position for the assigned duty;

and

- d. The Crew Member must possess the required qualifications for the Open Time Trip Pairing (e.g. necessary visas, Article 33.C pool volunteers, special airport qualification or instructor related qualifications).

7. Future Open Time Bid Process

- a. A list of Open Time will be made available on a computer based scheduling software system that allows for electronic posting, bidding, and awarding.
- b. The list of Open Time will be available for bidding at 0001Z each day and close at 1800Z each day. The Open Time will be awarded no later than 2359Z. The Crew Member must check the Company Open Time website and submit a bid via the Company's Open Time website to be considered for each Trip Pairing offered.
- c. Future Open Time will be awarded in accordance with Article 25.Q.4. through Article 25.Q.6., above.
- d. All Future Open Time awards (i.e. Crew Member and Trip Pairing number) will be promptly posted electronically after the award, pursuant to Article 25.Q.7.b., above.

8. Short Notice Open Time Bid Process

- a. A list of Short Notice Open Time will be made available on a computer based scheduling software system that allows for electronic posting, bidding, and awarding. Once a Trip Pairing is posted in Short Notice Open Time, an electronic message will be sent to all Crew Members. The Company will not be responsible for messages not received by the Crew Member.
- b. The list of Short Notice Open Time will be a real-time list and will remain open for bidding for a minimum of two (2) hours but in no event more than six (6) hours. The Short Notice Open Time will be awarded in accordance with Article 25.Q.4. through Article 25.Q.6., above. A Crew Member must submit a bid via the Company's Open Time system within the Open Time window to be considered for each Trip Pairing. If the Short Notice Open Time Trip Pairing remains uncovered after the bidding closes, then the Trip Pairing will be available on a first come, first serve basis, or the Company may assign the Trip Pairing to any available Crew Member.
- c. All Short Notice Open Time awards (i.e. Crew Member and Trip Pairing number(s)) will be promptly posted electronically, after the award pursuant to Article 25.Q.7.b., above.
- d. If a Short Notice Open Time Trip Pairing cannot be awarded due to the limitations in Article 25.Q.6., the Company will assign the Trip Pairing to the most senior Crew Member for which a conflict under Article 25.Q.6., applies.
- e. Short Notice Open Time, not awarded inside twenty-four (24) hours, will be offered on

a first-come first-serve basis to a Day -Off volunteer, reserve, or other Crew Member(s) that may be available.

- f. Any Open Time Trip Pairings awarded in accordance with Article 25.Q.8.e., above, will be reported to the Union Scheduling Committee for verification.
- 9. All credit and pay for performing an Open Time Trip Pairing(s) awarded pursuant to Article 25.Q., will be in addition to the minimum pay for the bid month calculated pursuant to Article 3.
- 10. It shall be the Crew Member's responsibility to maintain appropriate contact information within the Company's Open Time Bidding System.
- 11. The Open Time Cap:
 - a. Seniority for awards in Future Open Time and Short Notice Open Time will be subordinated after a Crew Member's bid period credit hours have exceeded one hundred and fifteen (115) hours.
 - b. A Crew Member who has exceeded the one hundred and fifteen (115) hour cap will still be able to bid Open Time, but his seniority will be subordinated to those who have not exceeded the cap. Seniority will prevail among those who are over the cap in the event the additional flying is not picked up by Crew Members under the cap.
- 12. A Crew Member awarded Open Time pursuant to this Article 25.Q. shall be subject to the extension provisions in Article 25.O., above. A Crew Member awarded an Open Time Trip Pairing shall be subject to the provisions of Article 25.O.2.a., and a Crew Member awarded Open Time Reserve Duty shall be subject to the provisions of Article 25.O.2.b.
- 13. The Company determines the schedule of the Open Time Trip Pairings including Crew Member deadheads and positioning for flights.
- 14. Any Open Time Trip Pairing awarded to a Crew Member will be treated in the same manner as a Primary Line holder's Trip Pairing for the duration of such Open Time Trip Pairing.
- 15. An Open Time Trip Pairing must comply with Article 12 and Article 25 and be published in the Crew Management System for credit and pay purposes.

R. Mutual Trades and Drops

A Crew Member may post a Trip Pairing(s), a portion of a Trip Pairing, or a block of Reserve Days on the Company's computer based scheduling software system that allows for electronic posting, bidding, and awarding at any time during the month. Trades between Crew Members for Trip Pairing(s), portions of Trip Pairing(s), or Reserve Days (i.e., mutual trades), and trades for Days Off (i.e., drops) will be subject to the following:

- 1. If Crew Members wish to engage in a mutual trade, all affected Crew Members must send

an electronic request to Crew Scheduling. Such requests must be submitted to Crew Scheduling at least forty-eight (48) hours prior to the first report time of the Trip Pairing(s) or the first Reserve Day involved in the mutual trade.

- a. Mutual trades of Trip Pairings may only be between Crew Members in the same Position and must be full "Base-to-Base" Trip Pairings.
- b. Mutual trades of portions of Trip Pairings may only be between Crew Members in the same Position and the portions of the Trip Pairings being traded must begin and end at the Crew Members' Base.
- c. Mutual trades of Reserve Days may only be between Crew Members in the same Position. Crew Members assigned to R-1 duty may only trade with other Crew Members assigned R-1 duty. Crew Members assigned R-2 or R-3 duty may trade with other Crew Members who are assigned R-2 or R-3 duty.
 - i. With respect to trades involving R-3, the trade must result in both Crew Members having at least one (1) additional Reserve Days following the last R-3 assignment in either block.
 - ii. For trades involving reserve assignments in Base, the trade must involve an equal number of Reserve Days, and may not result in either Crew Member having less than four (4) consecutive Days of reserve on his line in the case of a Domestic Reserve Line, or seven (7) consecutive Days of reserve in case of an International Reserve Line, unless the Company approves otherwise.
 - iii. For trades involving Reserve assignments out of Base, the trade must involve the entire block of the out of Base Reserve Days, including time spent in deadhead to or from the out of Base reserve location.
- d. A Crew Member is responsible for his original Trip Pairing, portion of Trip Pairing, or Reserve Days until his trade request has been approved. Once a mutual trade is approved, the Crew Member's original Trip Pairing is no longer his responsibility.
- e. Management may deny a mutual trade request for the reasons set forth below. When a mutual trade is denied, Crew Scheduling will communicate the reason for the denial to the Crew Member in writing.
 - i. As a result of the mutual trade, the schedule of either Crew Member would conflict with this Agreement and/or the Federal Aviation Regulations.
 - ii. As a result of the mutual trade, either Crew Member is placed at risk of becoming illegal for other duties under the terms of this Article 25, Article 12 of this Agreement, or the Federal Aviation Regulations (e.g., within two (2) hours of any cumulative block or duty time limitations).
 - iii. The mutual trade would result in less than two (2) hours between two (2) Trip Pairings.

- iv. When the mutual trade would increase the Company's total pay hours within the trade.
 - v. When the mutual trade would increase the Company's total travel costs by more than fifty percent (50%) in positioning to and from each Crew Member's Gateway Airport, or would result in International commercial air travel for positioning a Crew Member that did not exist prior to the trade.
 - vi. A Crew Member could not complete any portion of the Trip Pairing he is trading for due to governmental regulation (e.g., a requirement that the Company provide a list of Crew Members flying into an airport in advance), or because the Crew Member is otherwise unable to complete any portion of the Trip Pairing (e.g., due to a lack of necessary visas or special airport qualifications).
 - vii. The mutual trade would result in a conflict with a Crew Member's vacation, Guaranteed Day Off, and/or training.
 - viii. The mutual trade would violate any other buffers approved by the Union Scheduling Committee.
- f. Mutual trades cannot encroach on an unpublished Bid Month.
2. Trades for Days Off (Drops)
- a. The Company will provide the Crew Member with the ability to post a request to trade a Trip Pairing(s), a portion of a Trip Pairing, or Reserve Day(s) for Day(s) Off in Open Time. Such postings will be marked as a Crew Member requested drop.
 - b. The Company will process requests for drops in the same manner as Company-posted Future Open Time in Article 25.Q.7., above. However, the Company will process Company-posted Future Open Time prior to processing requests for drops.
 - c. The portion of the Trip Pairing posted for drop will remain posted until forty-eight (48) hours prior to its report time.
 - d. Any Trip Pairing, portion of a Trip Pairing, or Reserve Day(s) that is not picked-up by another Crew Member will remain the responsibility of the Crew Member who posted the request to trade for Day(s) Off.
 - e. If another Crew Member picks up the trade for Days Off in compliance with this Article 25.R, the Company will approve such trade.
3. Personal Trip Drops
- a. A personal trip drop is a drop that is not contingent upon being picked up by another Crew Member. A personal trip drop will be conducted via the Company computer system. A Crew Member may only request a personal trip drop for an entire Trip Pairing or for a portion of a Trip Pairing that departs from and returns to the Crew Member's Base.

- b. A Reserve Crew Member may only request a personal trip drop of a reserve assignment and will not be granted a personal trip drop after being assigned flight duties unless the Company agrees otherwise. A Reserve Crew Member may not make a request for a personal trip drop earlier than forty-eight (48) hours prior to the start of that Reserve Day or flight duties he seeks to drop.
 - c. A personal trip drop will be approved unless it violates the provisions of this Article 25.R.3. or reduces the net number of Reserve Crew Members (by Position, location and bucket) below the level set by the Company, viewable in the Company's Crew Management System. Nothing in this Article 25.R.3.c. shall prohibit the Company from granting a Crew Member a personal trip drop even if the Company determines that there is inadequate coverage.
4. Credit and pay associated with mutual trades and drops
- a. If a Crew Member's Trip Pairing or portion of a Trip Pairing is traded away or allowed to be dropped for any reason, and such mutual trade or drop reduces his credit below his Minimum Monthly Guarantee, his Minimum Monthly Guarantee will be adjusted.
 - b. If a Crew Member's Trip Pairing or portion of a Trip Pairing is traded away or allowed to be dropped for any reason, but such mutual trade or drop does not reduce his credit below his Minimum Monthly Guarantee, there shall be no adjustment made to his Minimum Monthly Guarantee.
 - c. No additional pay, pursuant to Article 3.C.3., will be paid to a Crew Member as a result of schedule modifications resulting from mutual trade(s) or drop(s) in this Article 25.R.
 - d. Trip Pairing(s), portions of Trip Pairing(s), and Reserve Days that a Crew Member trades for or picks up under this Article 25.R. shall be considered the Crew Member's new scheduled Work Days, and Work performed on those Days shall not be considered Work performed on Days Off. Work performed on those Work Days shall be applied toward the Crew Member's Minimum Monthly Guarantee.
5. Crew Members with unpublished schedules shall not be permitted to engage in mutual trades or drops during the period beginning with the close of bidding for the subsequent month and ending when lines are published for that month, pursuant to Article 25.L.
6. A Crew Member may only trade a Trip Pairing, a portion of a Trip Pairing, or a block of Reserve Days if it is legal under the FARs and the Agreement, and the Trip Pairing is not in need of repair in the Company's crew management system.

S. General

- 1. Monthly bids may only be re-bid with concurrence of the Local Union President or his designee.

2. If the bidding and awarding process has not been followed as described in this Article 25, the Company and the Union mutually determine an appropriate resolution. If the parties cannot mutually agree to an acceptable outcome, a re-bid will be performed if there is an error discovered in the bidding process or the bids will be re-awarded if there is an error discovered in the award process.
3. A Crew Member who misses a Trip Pairing, or a portion thereof, as a result of his own acts or omissions may be placed on reserve duty during the scheduled period of the Trip Pairing missed, or assigned any other Trip Pairings in according with Article 25.N.
4. When a Reserve Line Holder (including a VTO Reserve Line Holder) misses a Reserve assignment, or a portion thereof, as a result of sick leave usage and then calls in fit for duty, the Company may place the Crew Member back on Reserve, may assign the Crew Member a Trip Pairing pursuant to Article 31, or may release the Crew Member from the remainder of his Reserve assignment.
5. When a Primary or Secondary Line Holder misses a Trip Pairing, or a portion thereof, as a result of sick leave usage and then calls in fit for duty the following shall apply:
 - a. If the Crew Member calls in sick during the Trip Pairing, the Company may assign the Crew Member a Secondary Line, or may reassign the Crew Member pursuant to Article 25.N.1.a. or Article 25.N.2., above, whichever is applicable.
 - b. If the Crew Member calls in sick prior to the Trip Pairing, the Company may assign the Crew Member a Secondary Line; may reassign the Crew Member pursuant to Article 25.N.1.a. or Article 25.N.2., above, whichever is applicable; may place the Crew Member on R-1; or may release the Crew Member from Duty for the remainder of the Trip Pairing. If the Company assigns the Crew Member to a new Trip Pairing, it may require the Crew Member to leave his residence within one (1) hour of the time of the call stating that he is fit for duty. The Company shall have four (4) hours to assign the Crew Member a new Trip Pairing, after which it must either assign the Crew Member a Secondary Line, place the Crew Member on R-1, or release the Crew member from Duty for the remainder of the Trip Pairing.
6. A Crew Member will not be required to keep the Company advised of his whereabouts while on vacation or on actual Days Off. This provision does not diminish a Reserve Crew Member's obligations to communicate with the Company as set forth in Article 31 of this Agreement.

T. Out-Base Assignments

1. At the Company's discretion, it may offer Out-Base assignments which may last up to an entire Bid Month. The number of Out-Base assignments, by fleet type, in a particular Bid Month shall not exceed seven percent (7%) of the total number of Crew Members assigned to that fleet type.

2. An Out-Base assignment will have no scheduled or required Days Off except as may be required by applicable FARs.
3. An Out-Base assignment shall be subject to the minimum rest provisions in Article 12.G.5.
4. The Company shall offer Out-Base assignments by system-wide seniority to qualified Crew Members (including but not limited to qualifications relating to equipment type, seat, visa requirements and other necessary qualifications for the Out-Base assignment to be filled).
5. The Company will post Out-Base assignments for bid on the first (1st) of the month prior to the assignment, and will award them by the sixth (6th) of that month. The posting shall include the date that the bid will close and the location of the Out-Base assignment. Out-Base assignments shall be voluntary.
6. The Company may decline a Crew Member's bid for an Out-Base assignment for any bid month in which the Crew Member may be required to attend training, is scheduled for vacation, or is subject to any other conflict.
7. A Crew Member who has already been awarded a Bid Line of time for the month shall not be precluded from thereafter bidding an Out-Base assignment that is subsequently posted for the same month which, if awarded, will supersede his Bid Line for the month.
8. The Company shall have the right to cancel an Out-Base assignment, and the Crew Member shall have the right to withdraw from an Out-Base assignment once awarded. In either case, the following shall apply:
 - a. If the Company cancels the Out-Base assignment or the Crew Member withdraws from the assignment prior to the award of the monthly Bid Lines, the Crew Member will be awarded a Line in accordance with the bidding procedures set forth in this Article.
 - b. If the Company cancels the Out-Base assignment or the Crew Member withdraws from the assignment after the monthly Bid Lines have been awarded but before the Out-Base assignment has begun, the Company and the Crew Member shall mutually agree on a schedule that complies with this Article 25.
 - c. If the Company cancels the Out-Base assignment or the Crew Member withdraws from the assignment after it has commenced, the Crew Member shall be given a new assignment or returned to his Base. If the Out-Base assignment has lasted for more than the maximum required number of Work Days in the Bid Month as provided in Article 25.A.1., above, the Crew Member shall be considered to have completed his Work for that Bid Month, and the Out-Base compensation that he is due pursuant to the terms of Article 3 shall be appropriately prorated. If the Out-Base assignment has lasted less than the maximum required number of Work Days in the Bid Month as provided in Article 25.A.1, above, he shall be treated as a Secondary Line Holder for the remainder of the Bid Month.
9. A Crew Member who has already been awarded an Out-Base assignment shall not bid for a

line of flying for the Bid Month in which his Out-Base assignment is to occur. The Crew Member shall be assigned his flying at the discretion of the Company for the duration of his Out-Base assignment.

U. Scheduling Committee

1. The Company recognizes a Union Scheduling Committee.
 - a. The members of the Union Scheduling Committee will be provided with read-only access to crew schedules and aircraft schedules contained in the scheduling software system used by the Company.
 - b. Based on the software system vendor's availability, Union Scheduling Committee members may receive vendor-provided training associated with the scheduling software. If the vendor offers web-based training, the Company will bear the cost for two (2) Union Scheduling Committee members to attend such training each year, up to four (4) hours per attending Committee member. The Union will bear all other costs associated with Union Committee member participation in vendor-provided training.
 - c. The Company will provide the Union Scheduling Committee with copies of all monthly payroll reports, electronic requests for volunteers to Work on Days Off, and announcements of Crew Member awards that the Union Scheduling Committee members do not have access to through the Company's Crew Management System. Union Scheduling Committee Members shall continue to have Crew Management System access consistent with current practice.
 - d. The Company will provide the Union Scheduling Committee access to reports and crew-related reporting tools that exist in the Company's Crew Management System, at no cost to the Union. The Company shall be under no obligation to develop additional reports, nor shall the Company be responsible for any errors in such data. The Company may require anyone with access to such reports, reporting tools, or information derived therefrom, to execute a reasonable confidentiality and non-disclosure agreement.
2. At the request of the Local Union President, or his designee, the Company and the Union Scheduling Committee will meet in any month, on a mutually agreeable date, to discuss scheduling issues.
3. At the discretion of the Local Union President, up to one (1) member of the Union Scheduling Committee per fleet will be entitled to participate in the Trip Pairing and Bid Line construction and awarding process. For each Bid Month, the Company shall notify the Union Scheduling Committee of the date on which it anticipates Bid Line construction will occur. The Company shall provide such notification early enough to allow completion of Trip Pairing and Bid Line construction. If members of the Union Scheduling Committee do not elect to participate in the Trip Pairing and Bid Line construction and awarding process, the Company will provide the Union Scheduling Committee such components by email or by another mutually-agreed method.
4. The Company will provide the Union Scheduling Committee with the monthly bid package

no later than twenty-four (24) hours prior to publishing the bid package pursuant to Article 25.G.

V. Time Line of Scheduling Events

Timeline of Annual Scheduling Events		
Month	Day	Task
July	1	Fixed Pattern Line Bids open no later than 1700z July 1st each year.
	10	Fixed Pattern Line Bids close at 1700z on July 10th each year.
	11	Fixed Pattern Lines are awarded no later than 1700z on the first business day following July 10th.
September	1	First Vacation bid opens no later than 1700z.
	14	First Vacation bid closes at 1700z.
	20	First Vacation bid awarded no later than 1700z.
	25	Second Vacation bid opens no later than 1700z
October	9	Second Vacation bid closes at 1700z.
	14	Second Vacation bid awarded no later than 1700z.
	19	Third Vacation bid opens no later than 1700z
November	2	Third Vacation bid closes at 1700z.
	7	Third Vacation bid awarded no later than 1700z.

Timeline of Monthly Scheduling Events	
Day	Task
1	Training Bids open at 1200z (for training planned two months from now). Vacation Bids open at 1700z (for unassigned blocks, at least two months from now).
2	
3	
4	Training Bids close at 1700z (for training planned two months from now).
5	Vacation Bids (for unassigned blocks, at least two months out) close at 1700z.
6	
7	
8	
9	
10	

Post-Arbitration Award JCBA

11	
12	
13	
14	
15	Bid Package is published and distributed no later than 1200z. Vacation slide window opens (with optional 0701z vacation start and R-1 vacation end elections). Vacation Bid Awards (for unassigned blocks) published no later than 1700z.
16	
17	
18	Monthly Bidding closes at 1200z. Bid awards published no later than 2359z.
19	
20	Vacation Slide Window (with optional 0701z vacation start and R-1 vacation end elections) closes 36 hours after the Bid Awards are published.
21	
22	VTO Bid Package published and distributed no later than 1700z. OE Training Bid Package opens no later than 1700z.
23	VTO Bidding closes at 1700z and OE Training Bid closes at 1700z.
24	All Bidlines are published no later than 1700z. (If the deadlines in Article 25.L.5., Article 25.L.6., or Article 25.L.7. fall on Thanksgiving Day, the deadlines will be adjusted to one day later.)
25	
26	OE Training Schedule published no later than 2359z.
27	
28	
29	
30	
31	

ARTICLE 26

GENERAL

A. New Hire Information

The Company will provide the Union with each New Hire's name, date of hire, date of birth, home address, primary phone number, employee number, seniority number, social security number and Position for which hired. The information shall be provided within seven (7) days of hire.

B. Damage to Equipment

A Crew Member shall not be required to pay for the cost of an aircraft lost or damaged, Company equipment lost or damaged, or other property lost or damaged while performing his duties as a Crew Member. It is expressly understood that this exemption does not apply to damage or loss as a result of a Crew Member's willful misconduct.

C. Company Indemnification and Representation of Crew Members

The Company shall indemnify, hold harmless and defend a Crew Member, and his estate, as applicable, who, as a result of the performance of his duties within the scope of his employment, is named as a defendant, is subject to a claim, or is subpoenaed as a witness, in any legal proceeding relating to the performance of those duties. This provision shall apply to both civil actions for money damages and to criminal complaints. It is expressly understood and agreed that these obligations on the part of the Company do not apply to claims or proceedings arising from a Crew Member's willful misconduct.

D. Savings Clause

Should any part of this Agreement be rendered invalid by legislation, regulation, or court or administrative order or decision, or if compliance with or enforcement of any provision should be restrained by a court pending a final determination as to its validity, the remainder of the Agreement, or the application of such provision as to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, will not be affected thereby. If legislation, regulation or a final court or administrative order or decision results in the invalidation of any provision of this Agreement, the parties shall, within ten (10) days of such final action, meet and confer in an attempt to mutually agree on a replacement provision. If a replacement provision is not agreed upon within thirty (30) days after the parties' first meeting, the parties shall, within ten (10) days thereafter, choose an arbitrator from the panel of arbitrators under Article 21.C.3.a. of the Agreement by alternate strikes. The order of striking arbitrators shall be determined by a coin toss. The parties shall promptly schedule the hearing. The parties' last proposals on a replacement provision shall be submitted to final and binding interest arbitration.

E. Jumpseat and Crew Member Screening

1. The Captain of a Company flight may grant or deny any request to occupy the cockpit jumpseat(s) consistent with his authority under the Federal Aviation Regulations.
2. The Company shall maintain a computer system related to jumpseat access (such as Crew Access Security System (CASS)), and a screening system for Crew Members (such as Known Crew Member (KCM)).
3. The Company will reasonably accommodate OAL jumpseat requests, provided the request is submitted electronically via the online jumpseat request form, adequate time exists to process the request, and it does not cause a delay of the flight.
4. Subject to jumpseat availability and the priority listing contained in the Company Flight Operations Manual, management shall not deny any jumpseat request made by a Crew Member or pilot from another airline who satisfies all FAA and security requirements.
5. The Company will not unreasonably deny a Crew Member an available jumpseat.
6. The Company shall consider the recommendation from the Union with respect to suspension, removal and addition to airline jumpseat agreements with all airlines.

F. References in the Agreement

Any reference in this Agreement to Crew Members in the male gender, including but not limited to the use of masculine pronouns, is intended to include both male and female Crew Members, unless specifically specified otherwise.

G. Copies of the Agreement

The Company shall make available to each Crew Member an electronic copy of this Agreement within thirty (30) days after signing. The Company shall also make electronic copies of this Agreement available to New Hire Crew Members during their Company indoctrination training.

H. Current Address and Telephone Numbers

A Crew Member must maintain and provide to the Company a current address, a telephone number where the Crew Member can be reached (e.g., regular place of residence, cell phone), and an emergency contact number.

I. Aircraft Data Collection Systems

1. The Company shall not install cockpit video/imaging recording devices in aircraft operated by Crew Members unless required by applicable law.
2. The Company may not initiate discipline or discharge of a Crew Member based on information obtained from a Flight Data Recorder, a Cockpit Voice Recorder, or any other similar aircraft-based recording device, and such information shall not be admissible in any

grievance or arbitration proceedings. In addition, the Company shall not use such information to evaluate or monitor the judgment or performance of an individual Crew Member or crew. However, a Crew Member who sends offensive or inappropriate messages via ACARS in violation of Company policy may be subject to discipline, provided there is just cause. Relevant ACARS messages are admissible in any subsequent grievance or arbitration proceeding.

3. Information obtained from a Flight Data Recorder or Cockpit Voice Recorder or any other similar aircraft-based recording device shall not be disclosed or released by the Company to a third party except as follows:
 - a. The Company may disclose or release such information when it is compelled by a court of competent jurisdiction or the National Transportation Safety Board to do so.
 - b. The Company may also release data from an aircraft data recording and/or data transmitting device to a third party, including the Federal Aviation Administration, provided the data released is de-identified and is disclosed solely for the purpose of evaluating aircraft engine or component performance, weather data, or other operational analysis, and provided further that the Company will inform the Union of the release of such data.

J. Personnel and Training Files

After giving reasonable notice of his desire to do so, a Crew Member, and/or a Union representative with written authorization from the Crew Member, have the right to review the Crew Member's personnel file and training records during the normal business hours of the Company and in the presence of a Company representative. Copies of any requested documents from either the personnel file or training records shall be provided upon request. Disciplinary and investigatory documents, records and papers shall be kept in the personnel file. Negative information that has not been the subject of counseling or discipline will not be placed in the personnel file.

K. Passports and Visas

1. Each Crew Member shall be required to maintain and carry with him a current and valid United States passport or approved foreign passport and alien registration card. No Crew Member shall be required to depart the United States for a foreign destination without a valid passport in his possession. A Crew Member will be able to use the Company credit card to pay for all costs associated with obtaining and maintaining a passport.
2. It is the responsibility of the Company to obtain and maintain current visas as may be required for each destination or transit country. The Crew Member will share in the responsibility to assist the Company in obtaining such visas upon presentation to the Crew Member by the Company of any and all required forms and other paperwork, when available in advance. Further, the Crew Member will use the Company credit card to pay for all reasonable mail and/or overnight delivery charges and visa fees that the Crew Member incurs in obtaining the required visas.

3. Prior to departing for a country requiring a travel visa, the Company will process, and the Crew Member will possess, the appropriate travel visa(s) and/or paperwork. In cases where the Company cannot obtain the required documents in a timely manner prior to entry, the Company may require a Crew Member to obtain a visa upon arrival at a destination or transit country and/or directly from the local embassy or other offices of a foreign country if the Company has made arrangements to have the visa available upon the Crew Member's arrival at the point of destination and has provided the Crew Member with confirmation of the visa's availability from the person responsible for making the visa arrangements.
4. As soon as the Company becomes aware prior to departure that there is or will be a problem in obtaining the required documents the Company will inform the Local Union President or his designee. On an individual case-by-case basis, the provisions of Article 26.K.3 through Article K.5 may be waived by mutual agreement between the Senior Vice President of Flight Operations and the Local Union President.
5. In the event that a Crew Member entering a country is detained, as a result of the Company's inability to obtain a travel visa or appropriate entry documentation, the following shall apply:
 - a. The Crew Member shall inform the Company of the detention as soon as practicable.
 - b. The Crew Member shall receive additional compensation in the amount of one thousand dollars (\$1,000) per each twenty four (24) hour period, or a fraction thereof, detained.
 - c. The Company shall provide the Crew Member with additional crew rest to ensure compliance with the Minimum Rest requirements in Article 12.
 - d. For purposes of this Article 26.K.5., a Crew Member shall not be considered "detained" if his release from customs/immigration is delayed for any reason other than the Company's inability to obtain a travel visa or appropriate entry documentation, including the time that it typically takes to clear customs/immigration in a particular country.

L. Non-Revenue Travel

1. To the extent the Company is able to provide non-revenue travel privileges on its aircraft, Crew Members and their eligible dependents and spouses shall be eligible for such in accordance with Company policy. If this policy is amended, the Company will confer with the Union in advance of implementing such policy changes. Eligibility for such travel privileges shall commence with the Crew Member's completion of his New Hire training.
2. Should the Company extend non-revenue travel privileges on its aircraft to retired employees on a general basis, such non-revenue travel privileges shall be extended on the same basis to qualifying retired Crew Members.
3. The Company will seek opportunities to enable Crew Members and qualifying retired Crew

Members, together with their respective dependents and spouses, to obtain reduced rate travel privileges from other air carriers. If the Company is allowed to participate in such reduced-rate travel program(s), the Company shall apply for participation in such program. Participation in such reduced-rate travel programs shall be subject to the discretion of the other air carrier(s), and travel under such programs is subject to the rules associated with the use of reduced rate travel privileges, which the other air carrier(s) may change or revoke at any time. The Company will meet and confer with the Union once a year to discuss opportunities to participate in reduced rate travel privileges.

4. Unless otherwise assigned for Company business use, Crew Members shall have priority claim to the cockpit jumpseat(s) for personal travel.

M. Parking

The Company shall designate and provide at no cost to the Crew Member automobile parking at his Base. If the parking facility is not within walking distance from the location where the Crew Member is required to report, the Crew Member shall utilize Company provided transportation. The Company will instruct Crew Members on the type of ground transportation to be utilized in the event the Company does not provide transportation.

N. Lawsuits and Hearings

A Crew Member requested by the Company or an entity related to the Company, to be a witness on behalf of the Company in a lawsuit or to otherwise appear and/or testify on behalf of the Company at a legal proceeding or other hearing shall receive travel, lodging, ground transportation, per diem, pay, and credit for extended duty pay for appearing on a scheduled Day(s) Off.

O. Crew Member Lounge and Rest Facilities

The Company shall provide a Crew Member Lounge facility at any Crew Member Base. The Crew Member Lounge facility shall comply with the following:

1. Clean and sanitary condition.
2. Summer/winter climatically controlled.
3. Adequate seating for Crew Members in the recreation section with a television provided.
4. A section free of disturbances with lounges, couches and/or beds.
5. A clean, sanitary washroom having hot and cold running water with toilet facilities.
6. Accessibility to refreshments and hot food. In cases where hot food is not available, the

Company will ensure that Crew Members who are on Duty will have a method to obtain food -- e.g. food delivery service, transportation to a restaurant, etc. (at Crew Member's cost) or provisioning (at the Company's expense).

7. If no facility is available, the Company will provide a suitable number of hotel rooms and the necessary transportation to and from the location. Male and female Crew Members will be provided separate hotel rooms.
8. The Company shall meet upon request with a designated Union committee to discuss the adequacy of the Crew Member Lounge Facilities.
9. A Crew Member(s) assigned R-3 duty greater than four hours, between the hours of 2200 – 0600 local, will be provided with a single or double occupancy room at the airport, inclusive of beds and clean linens. If a sleep room at the airport is not provided, then a single occupancy hotel room will be provided.

P. Company-Required Personal Communication Devices

If the Company requires Crew Members to use a specific Personal Communication Device (PCD) as a condition of employment, the Company shall provide the device at no cost to Crew Members. The Company shall provide replacement devices at no cost to Crew Members in the event of a malfunction, upgrade, theft, or other circumstances which the Company determines are reasonable for replacing such device. The Crew Member shall be responsible for the proper care of the PCD. PCDs shall be used for the purposes set forth in this Agreement and shall be returned to the Company by the Crew Member upon the conclusion of employment.

Q. Time Limits in the Agreement

All time limits contained in this Agreement that are expressed in "days" shall mean calendar days unless otherwise stated in this Agreement. The capitalized term "Day" shall have the meaning set forth in Article 2.-

R. Unsafe Conditions

1. Nothing in this Agreement will be construed to require a Crew Member to take any action if he reasonably believes that such action will result in substantial and imminent risk of harm to the Crew Member or his equipment.
2. The Company and the Union will establish a joint working group to discuss issues relating to the transport of lithium batteries, as well as other potential fire and/or smoke hazards, and how such hazards may be mitigated. The working group may make recommendations regarding fire prevention and suppression, including the acquisition of new technologies. If the working group cannot reach agreement, the representatives of either party may unilaterally draft a recommendation to the Company's Senior Vice President of Flight Operations and the Union's Local Union President for their review, consideration, and discussion.

S. Flight Pay Loss Donations

Crew Members shall be allowed to donate a portion of their pay to the Union for the purpose of off-setting the Union's Flight Pay Loss obligation to the Company. Any such donation will be implemented by a deduction from the Crew Member's paycheck or electronic direct deposit, as agreed upon by the Company and Union. The Company is not required to make such a deduction unless, at least ten (10) business days prior to the applicable Pay Day, the Company's payroll department has received from the Crew Member a written authorization, executed by the Crew Member, in a form acceptable to the Company. The provisions of this Article 26.S shall not be construed in a manner that would restrict the Company's ability to comply with applicable state and federal law.

T. Navigation Publications

It shall be the Company's responsibility to provide all Crew Members all electronic navigation publications as required by Federal Aviation Regulations. If the publication(s) are not available electronically, the Company shall maintain such publication(s) on the aircraft.

U. Resignation

A Crew Member who intends to voluntarily leave the service of the Company shall make every reasonable effort to provide the Company with a minimum of fourteen (14) days advance notice. The notice shall be in writing and directed to the Chief Pilot. If a Crew Member has completed new hire training, the Crew Member's pay and benefits will continue until the effective date of resignation provided by the Crew Member. A Crew Member who provides at least fourteen (14) days advance notice of his resignation, and who does not call out sick during the notice period, unless he provides a doctor's note, shall be paid his accrued vacation in his final paycheck.

V. Accident Investigation Team ("Go Team") Training and Activation

The Company will release from duty, upon request by the Union, up to three (3) Union Go Team members for up to four (4) Days per year for training to participate in accident investigations. In the event of a Company aircraft accident or incident, the Company will release from duty, upon request by the Union, up to four (4) Go Team member(s) identified by the Union. Should the NTSB Investigator-In-Charge not allow a particular Union Go Team member to participate, the Company will release a replacement member upon notification by and at the request of the Union.

W. Picket Lines

The Union agrees that during the term of the Agreement there will not be any complete or partial strikes, picketing, slowdowns, unfair labor practice strikes, refusals to cross picket lines, sympathy strikes, work stoppages, secondary boycotts, withholding of services in whole or in part, concerted refusal to work normal overtime, or other cessation of work or disturbances economic or otherwise unless and until the parties' right to self- help mature under the Railway Labor Act, provided, however, that nothing herein shall be construed to limit the Union's right to engage in otherwise lawful informational picketing. This paragraph shall not alter or limit the

Company's right, if any, to obtain a court order enjoining such conduct by the Union and or the Crew Members both collectively and individually Nothing in this paragraph shall be construed, however, to limit the rights of the Union or the Atlas Crew Members to refuse to cross lawful strike picket lines established by or on behalf of pilots represented by any union lawfully certified or recognized pursuant to the Railway Labor Act.

X. Non-Discrimination

The Company shall not discriminate against any Crew Member because of race, color, national origin, religion, creed, sex, age, disability, veteran status, marital status, or sexual orientation.

Y. Electronic Processes And Postings

The Local Union President or his designee and the Company will meet and confer on the format of any electronic notifications or postings that may be required by this Agreement.

Z. Observation Rides

Company requested jumpseat observation may be approved or denied by the Captain, except where:

1. Required by law;
2. In the case of a line check conducted at the discretion of the System Chief Pilot, Fleet Captain, Director of Training, or
3. In the case of any FAA or Company required Line Check. **AGREE**

AA. Company and Union Meeting Attendance/Cancellation

If either Party is unable to attend a previously scheduled meeting, requiring the meeting to be cancelled or rescheduled, then it shall give notice to the other Party at least twenty-four (24) hours in advance of such meeting. If the party fails to provide at least twenty-four (24) hours' advanced notice, it shall be required to pay the unrecovered expenses incurred by the other Party for travel (net of any credit received for unused tickets), and lodging and meeting rooms (to the extent rooms could not be cancelled). This provision shall not apply if the Party failing to provide the minimum advance notice can demonstrate that the failure to do so was caused by a natural disaster or another similar event that was beyond its ability to control.

BB. Aircraft Communication Addressing and Reporting System (ACARS) Notifications

The Company will not utilize the Aircraft Communications Addressing and Reporting System (ACARS) to notify a Crew Member of any drug or alcohol related test.

CC. Crew Pay and Per Diem Reports

The Crew Above Guarantee Report, Detailed Pay Report and Per Diem Report will be available for Crew Members to view and audit no later than seven (7) days prior to payment.

ARTICLE 27

INSURANCE BENEFITS

- A.** All Crew Members who are on the Atlas Air Crew Members' Master Seniority List on the effective date of this Agreement shall be eligible to participate in health, dental and vision insurance programs in accordance with this Article 27. The terms and conditions of such benefit programs shall not be materially altered for Crew Members without the concurrence of the Union; *provided*, the Company may change its insurance carrier(s), self-insure, and change plan administrator(s).
1. Should the Company elect to implement a change to an existing insurance benefit program consistent with this Article 27.A, the Company will first notify the Union and provide it with an opportunity to discuss the change with representatives of the Company.
 2. In the event the cost of providing the insurance benefits under this Article 27.A. should increase or decrease, the Company shall pass such costs or savings through to the Crew Members' contribution to monthly/annual premiums. Crew Members' contribution to monthly/annual premiums shall be in accordance with the percentages applicable to those benefit programs as of the effective date of this Agreement; *provided*, if the cost of providing an insurance benefit under Article 27.A. increases, Crew Members' actual contribution to the monthly/annual premium for such insurance benefit and level of coverage shall not increase by more than nine percent (9%) over the contribution amount for the same insurance benefit and level of coverage in effect during the previous year or the contribution amount determined by application of the applicable percentage set forth in Appendix 27-A, whichever is less.
- B.** The Company shall provide each Crew Member eligible for benefits with a life insurance benefit of two hundred thousand dollars (\$200,000) and an accidental death and dismemberment insurance benefit in the amount of three hundred thousand dollars (\$300,000). The Company shall pay for the entire cost of the benefits referred to in this Article 27.B. If the Company increases the amount of life insurance coverage or AD&D coverage for employees not covered by the Agreement, the Company shall extend the improvement to Crew Members.
- C.** The Company shall provide each Crew Member eligible for benefits with a long-term disability/loss of license benefit based on the terms and conditions of eligibility and participation in effect on the effective date of this Agreement. A Crew Member's loss of the ability to maintain a First-Class Medical Certificate shall qualify a Crew Member for benefits under said plan. The Company shall pay for the entire cost of the benefits referred to in this Article 27.C.; *provided*, a Crew Member shall be responsible for the cost of any optional coverage under the plan.
- D.** The Company will secure an Agent that pays for any required medical, dental or vision emergency when a Crew Member becomes sick or injured while on duty for the Company outside the United States. A Crew Member who requires such treatment shall contact the Agent in accordance with current practices. A Crew Member will be returned to his Base or other mutually agreeable location if medically necessary. A required medical, dental or vision

emergency is defined as an illness or injury which requiring immediate medical, dental or vision treatment.

- E.** Crew Members receiving sick leave benefits shall remain eligible to receive benefits referred to in this Article 27 on the same basis as active Crew Members. Crew Members on a leave of absence shall be eligible to receive benefits referred to in this Article 27 in accordance with Article 13 of this Agreement.
- F.** The Company shall provide, at no cost to Crew Members, an immunization plan that includes, at a minimum, the following vaccinations in accordance with the appropriate maintenance schedules:

 - 1. Yellow fever.
 - 2. Hepatitis A.
 - 3. Hepatitis B.
 - 4. Typhoid.
 - 5. Tetanus.
 - 6. Smallpox.
 - 7. Meningococcal.
 - 8. Annual flu vaccine.
 - 9. TB tine test.
 - 10. Any other immunizations recommended by the current United States Center for Disease Control "Advice for International Travel" document.
- G.** The Company shall continue to make Flexible Spending Accounts (FSAs) available to Crew Members to the maximum extent allowable by law.
- H.** The Company shall continue to make an Employee Assistance Program available to Crew Members according to the terms and conditions of eligibility in effect on the effective date of this Agreement.
- I.** No benefits required by this Article 27 shall be reduced, limited or excluded on account of any insurance policy exclusion or limitation for an illness, injury, death or other loss connected in any way with war, acts of war, terrorism, acts of terrorism, insurrection, riot, travel or flight operation in any type aircraft or for any period while outside the United States.
- J.** The Company shall provide the Union Retirement and Insurance Committee with full access to records that are reasonably necessary to verify the cost of the plan, the amount of any cost increase and the methodology used to calculate the Crew Member's monthly premium

contributions.

[RATE CHART TO BE ATTACHED AS 27-A]

ARTICLE 28

RETIREMENT

A. The Atlas Air, Inc. Retirement Plan (401(K) Plan)

1. Crew Members shall be eligible to participate in the Atlas Air, Inc. Retirement Plan ("401(k) Plan") based on the terms and conditions applicable to Atlas Air, Inc. Crew Members in effect on the effective date of the Agreement.
 - i. Effective at the date of signing of this Agreement, the Company shall contribute annually to each participating Crew Member's account an amount equal to sixty percent (60%) of the Crew Member's contribution (such Crew Member contribution for the purpose of the Company matching to be limited to no more than ten percent (10%) of gross pay), which shall vest as set forth in Article 28.A.3.
 - ii. Effective at the date of signing of this Agreement plus one (1) year, the Company shall contribute annually to each participating Crew Member's account an amount equal to sixty-five percent (65%) of the Crew Member's contribution (such Crew Member contribution for the purpose of the Company matching to be limited to no more than ten percent (10%) of gross pay), which shall vest as set forth in Article 28.A.2.
 - iii. Effective at the date of signing of this Agreement plus two (2) years, the Company shall contribute annually to each participating Crew Member's account an amount equal to seventy percent (70%) of the Crew Member's contribution (such Crew Member contribution for the purpose of the Company matching to be limited to no more than ten percent (10%) of gross pay), which shall vest as set forth in Article 28.A.2.
 - iv. Effective at the date of signing of this Agreement plus three (3) years, the Company shall contribute annually to each participating Crew Member's account an amount equal to seventy-five percent (75%) of the Crew Member's contribution (such Crew Member contribution for the purpose of the Company matching to be limited to no more than ten percent (10%) of gross pay), which shall vest as set forth in Article 28.A.2.
 - v. Effective at the date of signing of this Agreement plus four (4) years, the Company shall contribute annually to each participating Crew Member's account an amount equal to eighty percent (80%) of the Crew Member's contribution (such Crew Member contribution for the purpose of the Company matching to be limited to no more than ten percent (10%) of gross pay), which shall vest as set forth in Article 28.A.2. .
2. Vesting for purposes of Employer Matching Contributions and Employer Profit Sharing Contributions shall be in accordance with the following schedule:

Completed Years of Service	Vesting Percentage
Less than 1 year	0
1 year	20
2 years	40
3 years and thereafter	100

1. The Company shall not make any change to the 401(k) Plan that reduces the level of participation available to Crew Members or Company matching contributions provided to Crew Members without the concurrence of the Union, except to the extent that such changes are required by law. The Company shall have the right to change Plan administrators, third party administrators and/or make changes to the investment options offered participants in the Plan after consultation with the Union Retirement and Insurance Committee.

B. 401(m) Crew Member Contributions

Crew Members shall be eligible to make (401)(m) Crew Member contributions on the same terms and conditions applicable to other employees of the Company.

C. Stock Purchase Plan

If the Company establishes a stock purchase plan for employees (other than officers) not covered by this Agreement, Crew Members shall be eligible to participate in the stock purchase plan on the same basis as all other employees.

D. Retirement Improvements and Additions

Upon request by the Union, retirement benefit improvements, including any newly created retirement benefit the Company offers to employees (other than officers) who are not covered by this Agreement shall be made available to Crew Members on the same basis.

E. Committees

The Company recognizes a Retirement and Insurance Committee (R&I Committee). The R&I Committee shall consist of two (2) Union representatives. Without limiting the Company's discretion as 401(k) Plan administrator, the R&I Committee shall meet at least semi-annually to discuss changes to 401(k) Plan investment options, plan administrators and third party administrators, the Profit Sharing Plan, and other retirement and insurance issues.

ARTICLE 29

UNION SECURITY AND CHECK-OFF

- A. Within sixty (60) days following the beginning of employment, or the effective date of this Agreement, whichever is the later, each Crew Member shall become a member of the Union in good standing as a condition of employment. All Crew Members who are members of the Union in good standing on the effective date of this Agreement or who become members in good standing shall remain members in good standing as a condition of continued employment; *provided*, that Crew Members to whom membership is not available upon the same terms and conditions as are generally applicable to any other member or with respect to Crew Members to whom membership was denied or terminated for any reason other than the failure of the Crew Member to tender the periodic dues, initiation fees, and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership, shall be excluded from the requirements of this Article 29.
- B. Each Crew Member who fails to voluntarily acquire or maintain membership in the Union shall be required, as a condition of employment, beginning sixty (60) days after his employment to pay the Union each month a service charge as a contribution for the administration of the Agreement and the representation of such Crew Member. The service charge for the first month shall be in an amount equal to the Union's regular and usual initiation fees and monthly dues, and for each month thereafter in an amount equal to the regular and usual monthly dues and periodic assessments (not including fines and penalties), including Union assessments (not including fines and penalties), uniformly required as a condition of acquiring or retaining membership.
- C. If any Crew Member becomes delinquent in the payment of this service charge or any Union member becomes delinquent in payment of his initiation fees and/or dues, and/or periodic assessments, the Union shall notify such Crew Member by certified mail, return receipt requested, copy to the Company's Vice President of Flight Operations, that he is delinquent in the payment of such service charge, initiation fee and/or membership dues and/or periodic assessments as specified herein and is subject to discharge as a Crew Member. Such letter shall also notify the Crew Member that he must remit the required payment within a period of fifteen (15) days or be discharged.
- D. If, upon the expiration of the fifteen (15) day period, the Crew Member still remains delinquent, the Union shall certify in writing to the Vice President of Flight Operations, with a copy to the Crew Member, that the Crew Member has failed to remit payment within the grace period allowed and is therefore to be discharged. The Vice President of Flight Operations shall notify the Crew Member by certified mail, return receipt requested, that he is to be discharged.
- E. A grievance by a Crew Member who is to be discharged as the result of an interpretation or application of the provisions of this Article shall be subject to the following procedures:
 - 1. A Crew Member who believes that the provisions of this Article have not been properly interpreted or applied as it pertains to him, may submit his request for review in writing within five (5) days from the date of his notification by the Vice President of Flight

Operations as provided in Article 29.D. above. The request must be submitted to the Vice President of Flight Operations or his designee, who will review the grievance and render his decision in writing no later than five (5) days following receipt of the grievance.

2. The Vice President of Flight Operations or his designee shall forward his decision to the Crew Member, with a copy to the Union. Said decision shall be final and binding on all interested parties unless appealed as hereinafter provided. If the decision is not satisfactory to either the Crew Member or the Union, then either may appeal the decision within ten (10) days from the date of the decision directly to a neutral referee who may be agreed upon by the Crew Member and the Union within ten (10) days thereafter. In the event the parties fail to agree upon a neutral referee within the specified period, either the Crew Member or the Union may request the National Mediation Board to name such neutral referee. The decision of the Neutral referee shall be final and binding on all parties to the dispute. The fees of such neutral referee shall be borne equally by the Crew Member and the Union.
- F.** During the period a grievance is being handled under the provisions of this Article, and until final award by the Vice President of Flight Operations, his designee or the neutral referee, the Crew Member shall not be discharged from the Company nor lose any seniority rights because of noncompliance with the terms and provisions of this Article 29.
1. A Crew Member discharged by the Company under the provisions of Article 29 shall be deemed to have been “discharged for just cause” within the meaning of the terms and provisions of this Agreement.
 2. The Company shall not be liable for any time or wage claim of any Crew Member discharged by the Company pursuant to a written order by any authorized Union representative under the terms of this Article 29.
- G.** Dues Check-Off.
1. During the life of this Agreement, the Company agrees to deduct from the pay of each member of the International Brotherhood of Teamsters, and remit to the designated Union, membership dues and Union assessments uniformly required as a condition of acquiring or retaining membership and in accordance with the provisions of the Railway Labor Act, as amended, provided such member of the International Brotherhood of Teamsters voluntarily executes an authorization form. This form, also to be known as “Check-Off Form”, shall be prepared and furnished by the Union. The payment of service charges, in accordance with Article 29.B. above, may be made by check-off upon the voluntary execution of authorization forms by service fee payers.
 2. The Company agrees to deduct from the paycheck of all Crew Members covered by this Agreement voluntary contributions to DRIVE. DRIVE will notify the Company of the amounts designated by each contributing Crew Member that are to be deducted from his paycheck. The Company will transmit to DRIVE National Headquarters on a monthly basis, in one (1) check, the total amount deducted along with the name of each Crew Member on whose behalf a deduction is made, the Crew Member’s social security number and the amount deducted from that Crew Member’s paycheck.

ARTICLE 30

UNIFORMS

A. REQUIRED UNIFORM

1. Crew Members will wear the uniform prescribed by the Company, and must comply with the appearance standards published by the Company, including those set forth in the Flight Operations Manual.
2. At the effective date of this Agreement each Crew Member will be issued one professional suit jacket with insignia based on the Crew Member's current Status.
3. The Company will provide new Crew Members with their first uniform, which will consist of the following:

either (a) one (1) professional suit jacket, or (b) one (1) leather jacket, at the Crew Member's choice;

one (1) metal wing;

one (1) set of epaulets; two (2) trousers;

one (1) belt;

four (4) shirts; and

two (2) ties; and

any other Company-required insignia.

Males and females will be issued gender specific uniform pieces unless requested otherwise. All other required or optional uniform items (e.g., shoes, socks, sweaters as allowed) are to be provided by the Crew Member. New Captains will be provided with their first set of wings and epaulets.

Optional uniform items, which must be obtained from a Company-designated vendor in a Company-approved style, are:

- Knit stocking cap;
- Scarf;
- Commando-style sweater;
- V-neck sweater vest (males);
- Cardigan sweater (females);

- Three-in-one jacket.
4. Prior to selecting the vendor and style for both the suit jacket and the leather jacket to be provided to Crew Members as of the effective date of this Agreement, the Company and the Union's uniform committee shall meet in person in an effort to reach consensus on those decisions. The Company shall meaningfully consider the Union's uniform committee's input in making those decisions. In making the decision on the vendor and style for the jackets, the Company shall consider the quality of the product, the cost of the product, the reliability of the vendor, and whether a vendor provides similar apparel to major U.S. carriers.

B. REPLACEMENT UNIFORMS

1. The wings, epaulets and other such insignia will be replaced at the Company's expense when sufficiently worn or damaged. If a Crew Member's wings, epaulets or other such insignia are lost or stolen, the Company may require the Crew Member to replace them, at his expense.
2. Every January 1, the Company will provide each Crew Member with a uniform replacement credit equal to the cost of one (1) pair of trousers, two (2) shirts and one (1) tie. The uniform replacement credit will be established on-line with a Company- designated vendor, and the Crew Member must purchase uniform replacement items from that vendor using the on-line credit. The uniform replacement credit may not be used to purchase optional uniform items or non-uniform items, and any uniform replacement credit not used in one calendar year will not carry over into the following calendar year.
3. If in the course of performing his duties a Crew Member damages a uniform item provided by the Company, that item will be either repaired or replaced (at the Company's discretion) at no cost to the Crew Member. All other worn or damaged uniform items must be replaced at the Crew Member's expense, except as provided in Article 30.B.2. above. The Company may require that a Crew Member replace a worn or damaged uniform item if it is not in compliance with the Company's appearance standards.

C. CHANGES IN THE UNIFORM

1. The Company will have the unilateral right to change the uniform at any time. At least thirty (30) days before making any major change to the style or color of the uniform, the Company will notify the Union and, if requested, meet with representatives of the Union to discuss and consider any of its recommendations regarding the uniform, including changes in vendor.
2. Any uniform item provided by the Company that the Company requires be replaced as the result of a uniform style or color change will be replaced at no cost to the Crew Member.
3. The Company will pay for any insignia change to the Crew Member's uniform as a result in a change of Status.

D. GENERAL

1. Wings will remain the property of the Company and must be returned at the end of a Crew Member's employment except in the following cases:
 - a. The Crew Member has completed five (5) or more years of Active Service with the Company and the reason for the termination of his employment with the Company is not a discharge for cause; or
 - b. The Crew Member has reached age sixty-five (65); or
 - c. The Crew Member has completed two (2) years of Active Service with the Company and has lost his required medical certificate.
2. If a Crew Member leaves the employment of the Company for any reason other than furlough within one (1) year after the Company has provided him with his first leather jacket, the Crew Member will be required, at his option, to either return the jacket or repay the Company for its cost. The Company will have the right to withhold the cost of the leather jacket from such Crew Member's last paycheck if the jacket has not been timely returned.

ARTICLE 31

RESERVE CREW MEMBERS

A. Categories

There shall be three categories of Crew Member reserve status: R-1 (“Home Reserve”), R-2 (“Hotel Reserve”), and R-3 (“Airport Standby”). The Company shall determine the number of and type of Reserve Lines, and when a Crew Member is assigned to which type of reserve status, in accordance with Article 25 and this Article 31. A Primary or Secondary Line Holder may not be assigned R-1, R-2 or R-3 status, except in accordance with Article 25.

B. Reserve Status 1 (R-1) (“Home Reserve”)

1. A Crew Member on R-1 status must be contactable by Crew Scheduling by one of the following methods:
 - a. A personal telephone number with the ability to receive voicemail, provided by the Crew Member; or
 - b. A Personal Communications Device (PCD).
2. A Crew Member on R-1 status shall be considered to have been “contacted” as of the time when Crew Scheduling first attempts to contact the Crew Member pursuant to Article 31.B.1., above. If the Crew Member chooses to be contactable by personal telephone number, and the Crew Member does not answer the phone when called, the Crew Member shall be considered to have been “contacted” at the time Crew Scheduling leaves a voicemail for the Crew Member.
3. A Crew Member on R-1 status must contact Crew Scheduling within sixty (60) minutes of initial contact by Crew Scheduling.
4. After the Company contacts a Crew Member on R-1, the Crew Member will be placed into a rest period consisting of at least ten (10) hours, measured from the time of initial contact by Crew Scheduling. After the rest period, the Crew Member may begin a Trip Pairing.
5. Upon Crew Member request, when the Company assigns a Crew Member on R-1 status a Trip Pairing with less than thirty (30) hours of notice from initial contact by Crew Scheduling and scheduled report time, the Company shall provide round-trip ground transportation for the Crew Member to and from his residence to his Base or other mutually agreeable location in order to position him for the assignment.

C. Reserve Status 2 (R-2) (“Hotel Reserve”)

1. R-2 status shall be assigned at any hotel location designated by the Company or another location that is mutually agreeable.
2. R-2 status begins when the Company notifies a Crew Member that R-2 status has

commenced or is scheduled to commence.

3. A Crew Member awarded or assigned R-2 will start his first reserve Duty at the location awarded or assigned, except that a Crew Member may be assigned to start his first reserve Duty at a different location if the R-2 staffing at that location is projected to be below the minimum staffing levels.
4. A Crew Member awarded or assigned R-2 at a Base will not be moved to another Base to perform reserve duty unless all R-2 staffing at that Base is projected to be below minimum staffing levels.
5. The Company will provide the Union Scheduling Committee with a copy of its daily reserve staffing report in a timely manner.
6. A Crew Member on R-2 status must be contactable by Crew Scheduling by one of the following:
 - a. A personal telephone number with the ability to leave a voicemail, provided by the Crew Member; or
 - b. A hotel telephone number; or
 - c. A Personal Communications Device (PCD).

The Crew Member shall designate which method of contact listed above shall be used by Crew Scheduling. –

7. A Crew Member on R-2 status shall be considered to have been “contacted” as of the time when Crew Scheduling first attempts to contact the Crew member pursuant to Article 31.C.6., above. If the Crew Member chooses to be contactable by personal telephone number, and the Crew Member does not answer the phone when called, the Crew Member shall be considered to have been “contacted” at the time Crew Scheduling leaves a voicemail for the Crew Member. If the Crew Member chooses to be contactable by hotel telephone number, and the Crew Member does not answer the phone when called, the Crew Member shall be considered to have been “contacted” at the time Crew Scheduling leaves a message for the Crew Member on that number (either via voicemail or through a hotel operator).
8. A Crew Member on R-2 status must contact Crew Scheduling within fifteen (15) minutes of initial contact by Crew Scheduling.
9. A Crew Member on R-2 status must be able to report for duty within ninety (90) minutes of initial contact by Crew Scheduling.
10. Notwithstanding Article 6.A.4.d, a Crew Member on R-2 status in Base will be provided lodging upon the Crew Member’s request. This request will be made electronically.
11. A Crew Member shall not be assigned to more than twelve (12) consecutive hours of R-2

status.

12. When a Crew Member is assigned Work by Crew Scheduling during the Crew Member's R-2 Reserve, the duty time limitations applicable to that Work shall be those listed in Article 12.D.
13. All time spent on R-2 status shall count as duty.
14. Any duty prior to commencement of an R-2 assignment without at least an intervening Minimum Rest Period in accordance with Article 12 will be included in the R-2 duty limitations.
15. When a Crew Member on R-2 Reserve is notified of a flight assignment prior to commencing rest for the R-2 Reserve period in which the Crew Member will operate the flight assignment, the portion of the R-2 Reserve period within the same duty period of the flight assignment will be removed from his schedule.
16. A Crew Member on R-2 status shall have a Rest Period of twelve (12) consecutive hours designated within each twenty-four (24) hour period. The Crew Member shall be notified of the designated Rest Period no later than twelve (12) hours before commencement of the Rest Period.

D. Reserve Status 3 (R-3) ("Airport Standby")

"Airport Standby" means reserve duty at a location designated by the Company at or in the immediate vicinity of an airport.

1. If the Company assigns a Crew Member to Airport Standby at a hotel in the immediate vicinity of the airport, the Company will provide a suitable number of hotel rooms and the necessary transportation to and from the hotel. Male and female Crew Members will be provided separate hotel rooms.
2. A Crew Member on Airport Standby must be contactable by Crew Scheduling by at least one of the following methods, as designated by the Crew Member. The Crew Member must inform Crew Scheduling of his designated method of contact at the time he reports to the airport (or other assigned location) at the start of his Airport Standby assignment. In addition to the methods listed below, the Company may contact the Crew Member by affirmative personal contact by Company airport operations supervisor.
 - a. A personal telephone number with the ability to leave a voice mail, provided by the Crew Member; or
 - b. Personal Communications Device (PCD).
3. A Crew Member on Airport Standby on airport property must be in position to arrive at the aircraft within thirty (30) minutes from contact by the Company. A Crew member on Airport Standby not on airport property must be in position to arrive at the aircraft within sixty (60) minutes from contact by the Company.

4. Airport Standby begins when the Crew Member reports to the designated location at his designated report time.
5. All time spent on Airport Standby shall count as duty.
6. A reserve Crew Member at a Base will not be moved to another Base to perform reserve duty at another Base unless all R-3 staffing at that Base is projected to be below minimum staffing. The Company will provide the Union Scheduling Committee with a copy of its daily reserve staffing report in a timely manner.
7. A Crew Member assigned Airport Standby shall not be required to remain at the designated location for more than six (6) hours during a single duty period.
8. Airport Standby may not be followed by any other reserve assignment in the same duty period.
9. A Crew Member assigned Work from Airport Standby shall be limited to the total number of duty hours permitted by Article 12, measured from the start of the Crew Member's Airport Standby.
10. A Crew Member will not be scheduled and he will not perform Airport Standby in a duty period that touches the period between 0101 local and 0459 local on more than four (4) consecutive calendar days.
11. A Crew Member on Airport Standby will not have his reserve period shifted more than plus or minus three (3) hours in a group of Airport Standby Days without an intervening eighteen (18) hour rest period.

E. Reserve Assignments

1. For domestic operations, the Company may not change a reserve lineholder's schedule more than forty-eight (48) hours prior to the start of the Crew Member's reserve period. For international operations, the Company may not change a reserve lineholder's schedule more than seventy-two (72) hours prior to the start of the Crew Member's reserve period unless more time is required to move the Crew Member into position. The Company shall have the right to determine the location from which reserves will be assigned to a particular flight assignment.
2. When there is more than one Crew Member on the same reserve status (R-1, R-2, or R-3) available and legal for a flight assignment, the Company shall call the Crew Members who have the required number of reserve Days in the corresponding bucket sizes (1-3, 4- 8, more than 8 Days) available in seniority order. Except for a Crew Member consolidating, a Crew Member called for a flight assignment shall have the option to accept the flight assignment or pass the assignment to a junior Crew Member. When all Crew Members available have passed on the flight assignment, the flight assignment shall be staffed in reverse seniority order.
3. The Company will establish and maintain a real-time, internet based list displaying

available reserve Crew Members with their reserve status and location, viewable to all Crew Members.

F. Low Hour Guarantee Option

1. The following will apply to a Reserve line with a low hour guarantee (LHG) option:
 - a. The LHG will be published at the discretion of the Company.
 - b. There will be ten (10) reserve Days indicated on a LHG Reserve Line.
 - c. A Crew Member must indicate his choice for the LHG when Bidding a Reserve Line with such option.
 - d. A Crew Member may not be assigned a LHG option.
 - e. A Crew Member awarded a Reserve Line with the LHG will be subject to the following:
 - i. The applicable Minimum Monthly Guarantee will be prorated according to the number of assigned Days awarded.
 - ii. The Low Option Reserve Crew Member will not be awarded any open time assignment unless no other Crew Member has bid for an open time assignment system wide.
2. Unless otherwise provided for in this Article 31.F., all other provisions and guarantees in this Agreement will apply. LHG lines will be offered on a month to month basis, but in no event will a Crew Member be allowed to bid LHG lines for more than three (3) months in a rolling twelve (12)-month period. The Company may at its discretion allow a Crew Member to bid LHG lines more than three months in a rolling twelve (12) month period.

G. General

A Reserve Line Holder who is on Days Off must check his schedule between twenty (20) and sixteen (16) hours prior to the scheduled start of his next assignment to confirm his initial assignment.

ARTICLE 32

NEW EQUIPMENT

A. THE COMPANY MAY INTRODUCE NEW EQUIPMENT.

Rates of pay for such New Equipment shall be as specified in Article 3, Article 32.B., below, or Article 32.C, below, whichever is applicable. Except as set forth in Article 32.C., below, rules and working conditions for New Equipment shall be as set forth in the Agreement.

B. RATES OF PAY FOR NEW EQUIPMENT:

1. The pay rates for Captains and First Officers on New Equipment with a normal cruise speed less than ninety-five, one hundredths (0.95) MACH and a certified gross maximum takeoff weight (MTOW) less than six hundred twenty-five thousand (625,000) kilograms shall be determined pursuant to this Article 32.B.,

- a. Super Jumbo Lift Aircraft

For any aircraft with a MTOW of five hundred thousand (500,000) kilograms or more, but less than six hundred twenty-five thousand (625,000) kilograms, one hundred eight and three, one hundredths percent (108.03%) of the rates of pay set forth in Article 3.A.1. for B747 aircraft, rounded to the nearest whole cent, shall be applicable.

- b. Jumbo Lift Aircraft

For any aircraft with a MTOW of three hundred seventy-five thousand (375,000) kilograms or more, but less than five hundred thousand (500,000) kilograms, the rates of pay set forth in Article 3.A.1. for B747 aircraft shall be applicable.

- c. Heavy Lift Aircraft

For any aircraft with a MTOW of two hundred fifty thousand (250,000) kilograms or more, but less than three-hundred seventy-five thousand (375,000) kilograms, the rates of pay set forth in Article 3.A.1. for B777 aircraft shall be applicable.

- d. Medium Lift Aircraft

For any aircraft with a MTOW of one hundred twenty-five thousand (125,000) kilograms or more, but less than two hundred fifty thousand (250,000) kilograms, the rates of pay set forth in Article 3.A.1. for B767 aircraft shall be applicable.

- e. Light Lift Aircraft

For any aircraft with a MTOW of less than one hundred twenty-five thousand (125,000) kilograms, the rates of pay set forth in Article 3.A.1. for B737 aircraft shall be applicable.

2. In the event any Company equipment type(s) is re-certified resulting in an increased MTOW, the MTOW categories, as specified in Article 32.B.1.a through e, above, will be applied at the increased MTOW to determine a new hourly rate of pay in that equipment type for Crew Members. The new hourly rate of pay shall become effective on the first Day of the month following re-certification of the equipment type at the increased MTOW.
3. In the event the Company operates an equipment type fleet with varying MTOW between aircraft in that equipment type fleet, the applicable hourly rate of pay for Captains and First Officers in that equipment type fleet shall be determined using a Blended MTOW for that equipment type fleet.
 - a. The Blended MTOW shall be calculated by totaling the MTOW of all individual aircraft in that equipment type fleet to obtain the Total Fleet MTOW, then dividing the Total Fleet MTOW by the total number of aircraft in that equipment type fleet.
 - b. The Blended MTOW shall be used to calculate hourly rate of pay for Captains and First Officers in that equipment type fleet pursuant to the MTOW categories, as specified in Article 32.B.1.a through e., above; provided, the hourly rate of pay for Captains and First Officers so determined shall not be less than the applicable hourly rate of pay then in effect for any aircraft and applicable Status in that equipment type fleet.
4. In the event any Company equipment type(s) is re-certified resulting in a decreased MTOW, Crew Members will maintain the original established pay rate as prescribed in Article 3.A.1.

C. NEW EQUIPMENT NEGOTIATIONS:

If the Company intends to introduce New Equipment with a MTOW of six hundred twenty- five thousand (625,000) kilograms or more, or with a normal cruise speed greater than ninety-five, one hundredths (0.95) MACH, the Company will provide at least one-hundred and eighty (180) days advance written notice to the Union prior to placing the New Equipment into service. Upon request by either party after the written notice has been provided, the parties shall meet to discuss whether either party intends to propose rates of pay, rules and/or working conditions applicable to the New Equipment that differ from those contained in Article 3.A.1. for B747 aircraft, Article 12, and any other provisions of the Agreement mutually agreed to by the parties.

1. If, within ninety (90) days of receipt of the written notice referred to in Article 32.C., above, unless the parties mutually agree to extend the aforementioned deadline, either party makes a proposal to change rates of pay, rules or working conditions applicable to the New Equipment as described in Article 32.C, then bargaining shall commence between the parties. If the parties are unable to reach agreement on the issues bargained by the sixtieth (60th) day prior to the date of the introduction of the new equipment, unless the parties mutually agree to extend the aforementioned deadline, the parties will submit their respective last offers on disputed matters to interest arbitration. The arbitrator's resolution of the disputed issues will be on an issue-by-issue basis, rather than a "total package" basis,

and will be binding on the parties with respect to the particular dispute, but will have no precedential or binding effect on other or future disputes arising under this Article 32. Rates of pay, rules and/or working conditions will be retroactive to the first Day the New Equipment was placed into service. The arbitrator shall have no jurisdiction to issue a decision or award affecting rates of pay, rules or working conditions rates of pay, rules or working conditions for existing equipment.

2. The parties shall attempt to mutually agree upon an arbitrator for proceedings arising under this Article 32. If the parties are unable to mutually agree upon an arbitrator, the arbitrator shall be chosen by striking names from the panel set forth in Article 21.C.3.a. The first strike shall be decided by a coin toss.

ARTICLE 33

HOSTILE AREA, INFECTIOUS DISEASE AREA AND DOT EXEMPTION 7573 OPERATIONS

A. APPLICATION AND DEFINITIONS

1. The provisions of this Article 33 shall be applicable to the following (collectively, “Article 33 Operations”): Hostile Area Operations; Infectious Disease Area Operations; and/or DOT Exemption 7573 Operations.
2. Unless specifically provided otherwise, all other provisions of this Agreement shall remain in effect and shall be applicable to such Article 33 Operations, unless otherwise required by law.
3. The term “Hostile Area” means a geographic area outside the United States in which acts of war, insurrection, or terrorism are presently being committed or imminently threatened, and there are materially higher risks and imminent threats of physical harm or danger to commercial aircraft and/or airline personnel, as designated by the Department of Defense or by agreement of the parties.
4. The term “Hostile Area Operations” means a flight segment that lands in or departs from, or is intended to land in or depart from, a Hostile Area as defined in Article 33.A.3. above. A flight segment that involves overflight or training over a Hostile Area is not considered a Hostile Area Operation.
5. The term “Infectious Disease Area” means a geographic area outside the United States for which the Center for Disease Control and Prevention (CDC) has issued a red “Warning Level 3, Avoid Nonessential Travel.”
6. The term “Infectious Disease Area Operations” means a flight segment that lands in or departs from, or is intended to land in or depart from, an Infectious Disease Area as defined in Article 33.A.5. above. A flight segment that involves overflight over an Infectious Disease Area is not considered an Infectious Disease Area Operation.
7. The term “DOT Exemption 7573 Operations” means, and is limited to, those operations that are subject to paragraph 7.d. (Operational Requirements) of DOT-SP 7573 (Twentieth revision), October 24, 2018. The term does not include operations that involve any other materials subject to DOT Exemption 7573.

B. DISPUTE RESOLUTION

1. If the Parties disagree whether an area is “Hostile” and/or “Infectious” under this Article 33, such dispute may be submitted by the Union to the System Board of Adjustment for final and binding resolution pursuant to expedited interest arbitration. The System Board shall base its decision on the criteria set forth in Article 33.A.3. and/or 33.A.5., above. The parties agree to cooperate in expediting such resolution.

2. Pending the outcome of the System Board proceeding, an area shall not be designated as “Hostile” and/or “Infectious.” However, the compensation and benefit provisions of this Article 33 shall apply retroactively if the area is designated as “Hostile” and/or “Infectious” through the System Board proceeding.
3. A Hostile Area and/or Infectious Disease Area designation rendered through the System Board process shall remain effective until the Company and the Union mutually agree to rescind the designation. If the Union and the Company disagree on whether the designation should be rescinded, such dispute may be submitted by the Company to the System Board of Adjustment for final and binding arbitration. The System Board shall base its criteria set forth in Article 33.A.3. and/or Article 33.A.5., above. The parties agree to cooperate in expediting such resolution. Pending the outcome of the System Board proceeding, an area shall continue to be designated as “Hostile” and/or “Infectious.”

C. ARTICLE 33 OPERATIONS

1. The Company shall establish an Article 33 Operations pool (“Pool”). A Crew Member may elect to be placed in the Pool or he may elect to be excluded from the Pool each bid period he is eligible to bid. Article 33 Operations flight and duty assignments shall be awarded to Crew Members in the Pool in seniority order.
2. All flight and/or duty assignments that are anticipated to involve one or more Article 33 Operations will be assigned in the following order:
 - a. To current and qualified Crew Members in the Pool in seniority order to the extent that utilizing seniority order does not otherwise disrupt regular operations.
 - b. To any available, current and qualified Crew Member in the Pool.
 - c. To available, current and qualified Crew Members not in the Pool who are physically able to move into position for duty, in seniority order, to the extent doing so does not otherwise disrupt regular operations. Each Crew Member assigned pursuant to this paragraph shall have the option of either accepting or refusing the assignment, and shall not be subject to discipline for choosing not to accept an assignment pursuant to this paragraph.
 - d. To designated Management Crew Members, if available.
 - e. To any available, current and qualified Crew Member not in the Pool, in reverse seniority order.
3. In addition to any other applicable credit and pay, Article 33 Operations (block-to-block) will be paid at one hundred seventy-five percent (175%) of the Crew Member’s hourly rate. The premium paid above the applicable hourly rate shall not be used to offset the Crew Member’s monthly guarantee. All credit and pay for Article 33 operations assignment shall be in addition to any other contractually required credit and pay.
4. Benefits for Article 33 Operations duty assignments are as follows:

- a. Any Crew Member who suffers an illness or injury as the direct result of engaging in Article 33 Operations that precludes him from continuing his duties shall suffer no loss of income, and shall continue to be eligible for retirement and insurance benefits as if he were in Active Service, for a period of sixty (60) months or the length of the illness or injury, whichever is less. The Crew Member shall receive sufficient compensation after adding Worker's Compensation, Social Security and any other remuneration which he may receive from alternate employment to sustain the Crew Member's monthly income at the level of the Minimum Monthly Guarantee provided for in this Agreement. Thereafter, the Crew Member will have available to him any applicable retirement and insurance benefits including disability provided pursuant to this Agreement.
- b. In addition to other life insurance provided for in this Agreement, the Company shall provide one million dollars (\$1,000,000) of life insurance to each Crew Member assigned to Article 33 Operations, at no cost to the Crew Member.

D. GENERAL

1. Upon request, the Company will provide a security briefing to Crew Members who will operate in an Article 33 Operation. The security briefing will contain at a minimum:
 - a. Current Security Overview
 - b. Specific Safe Alternate Airports and Enroute Contingencies
 - c. Specific Airport Security
 - d. Specific Transport Brief, to include a secondary transportation option
 - e. Specific Hotel Security Brief, to include a secondary hotel option
 - f. Contact Information:
 - i. Security Company, to include a secondary security company
 - ii. Embassy or Consulate
 - iii. Medical providers
 - g. Specific Recovery and Rescue Plan
 - h. Mapping Safety Areas
 - i. Public Transportation
2. A Crew Member who is not performing, or who is not on his way to or from performing, duty in an Article 33 Operation may not be assigned Deadhead through a Hostile Area and/or Infectious Disease Area.
3. A Crew Member who Deadheads through a Hostile Area and/or Infectious Disease Area

shall be credited and paid the compensation and benefits pursuant to Article 33.C.3. and Article 33.C.4.

4. If special training for Article 33 Operations is required, the Company shall provide such training.

E. OTHER HIGH RISK AREAS

The Company shall be responsible for ensuring that adequate security precautions have been taken to ensure the security of a Crew Member required to operate a flight into or out of any area that the United States Department of State or United States Department of Defense has designated as an area of “high threat or risk” or designated as an “area of imminent danger.”

F. CRAF DUTY LIMITATIONS

The Company’s performance of Civil Reserve Air Fleet (CRAF) operations, whether or not into or out of a designated Hostile Area and without regard to the level of activation, will be governed solely by the limitations on duty time, flight time, and rest time contained in the Special Federal Aviation Regulations (SFARs) issued in conjunction with a CRAF activation, or, if no SFARs have been issued, then by such limitations, if any, contained in the Federal Aviation Regulations (FARs). The SFARs or FARs, as applicable, shall supersede any conflicting provisions contained elsewhere in the Agreement.

ARTICLE 34

DURATION

This Agreement shall become effective [on a date agreed upon by the parties, based on the date the arbitration award is signed by the arbitrator and received by the parties] and shall continue in force and effect until five (5) years from the effective date of the Agreement, and shall renew itself without change thereafter, unless written notice by either party of intended change is served in accordance with Section 6, Title I of the Railway Labor Act, as amended, no more than two hundred and seventy (270) days prior to or any time thereafter.

[ADD SIGNATURE BLOCK]

ARTICLE 35

LETTERS OF AGREEMENT

[ADD TOC FOR ARTICLE 35]

**[ADD/CORRECT/HARMONIZE SIGNATURE BLOCKS FOR LETTERS OF AGREEMENT,
AS APPLICABLE]**

**ATLAS AIR, INC.
and
the CREW MEMBERS
in the service of Atlas Air, Inc.
as represented by
INTERNATIONAL BROTHERHOOD OF TEAMSTERS,
AIRLINE DIVISION**

HIMS PROGRAM LETTER OF AGREEMENT

This Letter of Agreement (“LOA”) is made and entered into in accordance with the provisions of Title II of the Railway Labor Act, as amended, by and between Atlas Air, Inc., its successors and assigns (“Company”) and the Crew Members in the service of Atlas Air, Inc., as represented by the International Brotherhood of Teamsters, Airline Division “IBT” or “Union”).

WHEREAS, air carriers, in coordination with unions and the Federal Aviation Administration (“FAA”), have established occupational alcoholism and/or substance abuse programs specifically for flight deck Crew Members, which are commonly called Human Intervention Motivation Study (“HIMS”) programs; and

WHEREAS, the Company and the Union have agreed to establish a HIMS program for the Company’s Crew Members; and

WHEREAS, the Company and the Union wish to set forth the key provisions of the HIMS program in this LOA.

NOW, THEREFORE, the Company and the Union agree to the following:

A. Key Personnel

1. Program Administrator (Company)

The Company will designate a Program Administrator who is a member of the Flight Operations Department to be responsible for the overall HIMS program process. The duties of the Program Administrator will include the following:

- a. Attend the annual Basic Education Seminar as well as the HIMS Advanced Topics Seminar.
- b. Coordinate the appropriate training of Company and HIMS Committee personnel in the process of identification, intervention and referral techniques, and consult with them as necessary.
- c. Coordinate with others in the Company with respect to the benefits, if any, available to Crew Members under the Company’s health insurance programs for treatment under the HIMS program, and to otherwise respond to Crew

Member questions regarding the cost of and payment for such treatment.

- d. Coordinate with the Crew Member, an Independent Medical Sponsor (“IMS”), the HIMS Committee, and appropriate members of the Company to facilitate the HIMS program.
- e. Make available to Crew Members information regarding the HIMS program.

2. IMS (FAA Aviation Medical Examiner)

For each individual case under the HIMS program, the Program Administrator and the HIMS Committee Chairman will agree upon an IMS for the case. The IMS will be an Aviation Medical Examiner (hereinafter “AME”) who has been certified by the FAA as an IMS. In selecting an IMS for a particular case, consideration will be given to the IMS’s experience, expertise, location, and cost. An IMS will be assigned to each Crew Member in recovery as soon as possible, but in all cases before the Crew Member has finished inpatient treatment. The duties of the IMS will include the following:

- a. Coordinate the Crew Member’s psychiatric and neuropsychological testing (hereinafter “P&P”) and other evaluations and treatment.
- b. Maintain the Crew Member’s medical, psychiatric, psychological records, and coordinate and manage the submission of the appropriate records to the FAA for consideration in re-certifying the Crew Member.
- c. Provide oversight of the Crew Member’s continuing care.

3. HIMS Committee Representative(s) (Union)

The Union shall select a HIMS Committee Chairman and other HIMS Committee Representatives, and shall notify the Company’s Program Administrator of their selection. A Crew Member recovering under the directives of an FAA Special Issuance Medical Certificate will be required to clear a two (2) year sobriety period before being permitted to serve on the HIMS Committee. The duties of the HIMS Committee will include the following:

- a. Coordinate with the Program Administrator all aspects of the HIMS program as it relates to alcohol or drug abuse treatment and compliance with FAA Special Issuance requirements.
- b. In coordination with the Program Administrator, conduct required monitoring of Crew Members who return to work under an FAA Special Issuance Medical Certificate.
- c. Make available to all Crew Members, including Crew Members on furlough,

any and all information regarding the HIMS program.

B. The Process

1. Confidentiality

The Parties recognize the sensitive and confidential nature of information and medical records pertaining to Crew Members with drug and/or alcohol issues. Therefore, the Company will maintain information and records in a confidential manner and limit disclosure to individuals who are on a “need to know” basis.

2. Identification

A Crew Member who is abusing drugs, alcohol or both can be identified for possible inclusion in the HIMS program in the following ways:

- a. Through violation of the Company’s Drug and/or Alcohol Policy or the regulations of the FAA and Department of Transportation (e.g., performing a safety sensitive function while under the influence of alcohol or drugs). Identification under this provision will not affect the Company’s ability to discipline or discharge a Crew Member for engaging in such conduct under Article 19 of the Collective Bargaining Agreement (hereinafter “CBA”), when applicable.
- b. By the Crew Member voluntarily admitting oneself into the HIMS program. A Crew Member will not be subject to discipline or discharge, if he/she admits himself/herself into the HIMS program prior to processing through airport security for the purpose of performing flight duties, or prior to being notified of a required drug or alcohol test (random, reasonable cause, or post-accident), whichever occurs first.
- c. Through a finding of alcohol and/or drug dependency following a fitness for duty examination conducted in accordance with Article 15 of the CBA. The Chief Pilot, after notifying the Program Administrator and HIMS Committee Chairman, may require that the Crew Member undergo the fitness for duty examination, including assessment for alcohol and/or drug dependency following an examination of reliable information that raises a reasonable suspicion that alcohol abuse and/or drug abuse caused a Crew Member’s inappropriate behavior or performance failure.
- d. Through intervention as provided for in paragraph B.3., below.

3. Intervention

- a. Intervention is a method of presenting reality to the chemically- dependent

Crew Member. An intervention will only be conducted with the mutual agreement of the Program Administrator and the HIMS Committee Chairman.

- b. The Program Administrator and HIMS Committee Chairman (or his HIMS Committee designee) will coordinate the conduct of the intervention, and as needed, confer with and/or involve HIMS-trained Substance Abuse Professionals or other trained professional with significant experience in interventions.

4. Evaluation

- a. Following a Crew Member's identification pursuant to paragraph B.2., above, and presuming that the Crew Member has not been discharged or resigned his employment with the Company, the Program Administrator will work with the HIMS Committee Chairman (or his HIMS Committee designee) to coordinate evaluation for the Crew Member.
- b. The Program Administrator will ensure that the evaluation is conducted in accordance with the highest medical standards and in a manner considered acceptable by the FAA.
- c. The Company will bear the costs for any and all Evaluation testing, including hotel and transportation if needed.

5. Treatment and Rehabilitation

- a. If an evaluation conducted pursuant to paragraph B.4., above, results in a positive finding of alcohol and/or substance abuse, and the Crew Member has not previously received Treatment and Rehabilitation through the HIMS program, the Crew Member will receive Treatment and Rehabilitation. If the Crew Member has previously received Treatment and Rehabilitation under the HIMS program, paragraph B.9., below, shall apply.
- b. If an evaluation conducted pursuant to paragraph B.4., above results in a negative finding, the Crew Member will be returned to service.
- c. Each Treatment and Rehabilitation plan is tailored to the specific needs of a Crew Member, but may include the following:
 - i. Enrollment in an inpatient/resident treatment facility for at least twenty-eight (28) days. The Program Administrator will select the treatment facility, after consulting with the HIMS Committee Chairman.
 - ii. After release from the treatment facility, enrollment in an Intensive

Outpatient Program (hereinafter "IOP").

- iii. Tailoring of a continuing care program that includes enrollment in Alcoholics Anonymous or Narcotics Anonymous, as appropriate.

6. Aftercare Monitoring

A Crew Member who receives Treatment and Rehabilitation pursuant to paragraph B.5., above, will also participate in Aftercare Monitoring.

7. Recertification and Return to Flying

- a. The Crew Member's IMS will determine what must be accomplished in preparation for the petition to the Federal Air Surgeon for the Special Issuance Medical Certificate, and will assist the Crew Member with the preparation and processing of that petition.
- b. If the FAA awards a Special Issuance Medical Certificate, it will be the responsibility of the Crew Member to ensure that the terms of the Special Issuance Medical Certificate are satisfied.

8. Continuing Care

The HIMS process requires total abstinence from drugs and/or alcohol and adherence to the program put in place for the Crew Member by his/her IMS.

9. It is recognized that one of the characteristics of drug and alcohol addiction is relapse. It is therefore agreed that, in cases where a Crew Member who has previously received Treatment and Rehabilitation pursuant to paragraph B.5., above, and has been awarded a Special Issuance Medical Certificate by the FAA, has a subsequent positive finding of alcohol and/or substance abuse, the Company and Union HIMS Committee will meet to discuss a course of action, including whether the Crew Member will receive additional Treatment and Rehabilitation under the HIMS program. The Company will not be responsible for any of the costs associated with such additional Treatment and Rehabilitation.

C. Benefits and Assistance

1. A Crew Member who is subject to evaluation, treatment and rehabilitation as described in this LOA may be eligible to be placed on medical leave of absence under Article 13.B. of the CBA. A Crew Member will be required to use any accrued sick leave during evaluation, treatment, and/or rehabilitation under the HIMS program (except during any period during which the Crew Member is covered by loss of license insurance), and may elect to use accrued vacation during that time after his sick leave bank has been exhausted. A Crew Member may also petition to use the Sick Bank Donation Bank.

2. The use of Soberlink or any mutually agreeable device for continued monitoring will be at the IMS's discretion and the Company will bear the costs associated with implementation and continued use.
3. The extent to which any portion of the cost of the Crew Member's evaluation, treatment and rehabilitation described in this LOA is covered by Company-provided health insurance depends on the health insurance option the Crew Member may have selected. The Company shall be responsible for any portion of the Crew Member's costs associated with such evaluation, treatment and/or rehabilitation that are not covered by insurance.
4. Each year, and upon request, the Company will grant Union Leave to two (2) HIMS Committee Representative to attend the HIMS Advanced Topics Seminar and four (4) HIMS Committee Representative to attend the HIMS Basic Education Seminar, subject to the needs of service. Additionally, the HIMS Committee Chairman will be granted Union Leave to attend both seminars, subject to the needs of service.

IN WITNESS WHEREOF, the undersigned parties have signed this Memorandum of Understanding this _____ day of _____.

FOR ATLAS AIR, INC.

**FOR INTERNATIONAL
BROTHERHOOD OF TEAMSTERS,
AIRLINE DIVISION**

James A. Forbes
Executive Vice President and Chief
Division Operating Officer

David P. Bourne
Director, IBT Airline

Jeffrey D. Carlson
Senior Vice President of Flight Operations

Captain Frederick C. Dubinsky
Trustee, IBT Local 2750

Scott K. Lindsay
Vice President, Crew Resources and
Analysis

Robert J. Kirchner
Trustee, IBT Local 2750

Christopher S. Knox
Executive Council Member and

Negotiating Committee
Chairman IBT Local 2750

John Casey
Executive Council Member and
Negotiating Committee
Chairman IBT Local 1224

LETTER OF AGREEMENT
between ATLAS AIR, INC.
and
THE FLIGHT DECK CREW MEMBERS
in the service of
ATLAS AIR., INC.
as represented by the
INTERNATIONAL BROTHERHOOD OF TEAMSTERS,
AIRLINE DIVISION

HONG KONG TAX LIABILITY LOA

This Letter of Agreement (“LOA”) is made and entered into in accordance with the provisions of Title II of the Railway Labor Act, as amended, by and between Atlas Air, Inc. (the “Company”), and the Flight Deck Crew Members in the service of the Company, as represented by the International Brotherhood of Teamsters, Airline Division (“IBT”).

WHEREAS, Crew Members employed by the Company may be subject to Hong Kong salaries tax, depending on the number of days they are physically present in Hong Kong; and

WHEREAS, the parties wish to set forth the circumstances and conditions under which the Company would reimburse the Crew Members for their Hong Kong salaries tax liability.

IT IS THEREFORE AGREED AS FOLLOWS:

1. This LOA shall apply to Hong Kong salaries tax liability related to the Hong Kong fiscal year (April 1 to March 31) during which this Letter of Agreement becomes effective, and for each fiscal year thereafter.
2. A Crew Member who incurs a Hong Kong salaries tax liability will be entitled to reimbursement by the Company under the circumstances and conditions outlined in this LOA.
3. The Company will retain a qualified accounting firm as a third-party tax preparer (“TPTP”) to timely prepare and file a Hong Kong salaries return and United States and applicable state income tax returns (or other home country income tax returns) for each Crew Member who had a taxable presence in Hong Kong during a particular fiscal year.
4. Each affected Crew Member shall fully cooperate with the TPTP, including providing the TPTP, on a confidential basis, with the dates of the Crew Member’s personal travel to Hong Kong during the fiscal year in which the Crew Member may be subject to Hong Kong salaries tax liability and all other information and documentation necessary for the TPTP to prepare the Crew Member’s Hong Kong salaries tax return and his United States and applicable state income tax returns (or other home country income tax returns), including information regarding his spouse and/or dependents, if relevant.

5. The Crew Member's failure to provide the necessary information and documentation on a timely basis to the TPTP will release the Company from any obligation to pay the TPTP's fees and expenses, and/or the Crew Member's excess tax liability. In addition, if the TPTP concludes that its ethical or legal obligations prohibit it from preparing a return(s) in the manner directed by the Crew Member, the TPTP shall discuss the matter verbally with the Crew Member. If, following such discussion, the Crew Member decides to take a position with which the TPTP disagrees, the TPTP shall inform the Crew Member in writing that it will not be assisting the Crew Member in the preparation or filing of his tax returns. Should this occur, the Company shall be released from any obligation to pay the Crew Member tax preparation expenses or excess tax liability hereunder.
6. Subject to paragraph 5, above, the TPTP shall assist the Crew Member with the timely filing of Hong Kong salaries tax returns and with filing United States and applicable state income tax returns for each affected Crew Member (or other home country income tax returns), and shall prepare each of these returns for the Crew Member to file. The Crew Member will claim offsetting foreign tax credits on his United States and applicable state income tax returns (or other home country income tax returns). Such foreign tax credits potentially may offset the Crew Member's Hong Kong salaries tax liability.
7. The Company will pay all of the TPTP's fees and expenses on behalf of each impacted Crew Member incurred in preparing and filing original Hong Kong and home country tax returns for any fiscal year in which the Crew Member is subject to Hong Kong salaries tax liability.
8. Upon the Crew Member's compliance with the terms of this LOA, and within a reasonable period of time after the end of the Hong Kong fiscal year, the Company will reimburse the Crew Member for his or her Hong Kong salaries tax liability, net of any foreign tax credit, using a hypothetical tax computation prepared by the Company. The hypothetical tax computation will be based on the following assumptions:
 - a. The Crew Member's United States and applicable state income tax liability (or other home country income tax returns) will be calculated by the TPTP as a hypothetical base on the assumption that he had no Hong Kong salaries tax liability.
 - b. From the base income tax liability calculated on a hypothetical basis as referenced in section 8.a above, the TPTP will subtract the Crew Member's actual tax liability on his United States and applicable income tax returns (or other home country income tax returns), including the Hong Kong salaries return, as filed.
 - c. Any negative difference as found in the calculation referenced in section 8.b above will be the amount of additional tax liability for which the Company will reimburse the Crew Member.
 - d. The Company will have no reimbursement liability to the Crew Member if the calculation referenced in section 8.b above equals zero or a positive number.

- e. The tax calculations shall take into account that the Hong Kong tax year and the United States tax year end on different dates.
- 9. The reimbursement of the Hong Kong salaries tax liability and any payment made to the TPTP to prepare and file income tax returns shall represent additional taxable compensation to the Crew Member. The Company will also pay any gross up to the Crew Member required to offset the tax on this additional taxable compensation.
- 10. Notwithstanding any other language in this LOA, no Crew Member who is a full-time or part-time resident of Hong Kong shall receive a reimbursement of any Hong Kong salaries tax. Further, no Crew Member shall receive a reimbursement of any Hong Kong salaries tax for periods of time in Hong Kong that are unrelated to the business of the Company.
- 11. The parties agree that the same principles reflected in this LOA shall apply if Crew Members are assessed additional tax liability in any other foreign country, i.e., that the Company will bear the financial responsibility for such tax liability and the fees and expenses associated with tax preparation fees and expenses, and that the Company will pay any gross up to the Crew Member required to offset the tax, if applicable. Upon recognition that such a situation exists, the parties will promptly meet to negotiate the details of how those principles shall be accomplished in light of the tax laws of the country in question.

**ATLAS AIR, INC.
and
THE FLIGHT DECK CREWMEMBERS
in the service of Atlas Air, Inc.,
as represented by
INTERNATIONAL BROTHERHOOD OF TEAMSTERS,
AIRLINE DIVISION**

POLAR TRAVEL BANK LOA

This Letter of Agreement (“LOA”) is made and entered into in accordance with the provisions of Title II of the Railway Labor Act, as amended, by and between Atlas Air, Inc., their successors and assigns (“Company”) and the Flight Deck Crew Members in the service of Atlas Air, Inc., as represented by the International Brotherhood of Teamsters, Airline Division (“Teamsters, “IBT” or “Union.”)

THEREFORE, BE IT RESOLVED:

1. Beginning on the effective date of the Agreement, Polar Crew Members’ unused travel bank credits shall be used in accordance with this Letter of Agreement (LOA).
2. Beginning of the effective date of the Agreement, Polar Crew Members shall not accrue additional travel bank credits.
3. Beginning on the effective date of the Agreement, when the Company is required to purchase a commercial ticket for travel, a Polar Crew Member may use his unused travel bank credits for the following:
 - A. To upgrade his class of travel (i.e., purchase business or first class when coach travel is required or first class when business class travel is required).
 - B. For beginning or end of Trip Pairing travel to purchase ticket to or from a different location than required by the Agreement (i.e., different air carrier, different routing, different destination).
 - C. For required commercial travel within a Trip Pairing, with the approval of Crew Scheduling, the Crew Member may use Travel Bank credits to purchase travel on a different air carrier or routing.
4. When a Crew Member elects to utilize his travel bank for a change in required commercial travel, his bank will be debited the difference between the Company selected travel and the Crew Member selected travel. Usage of Travel Bank credits must be pre- authorized by the Company and Crew Members shall advise the Company as early as practicable of their desire to use Travel Bank credits in order to avoid double-bookings.

5. Under no circumstances will a Crew Member's Travel Bank be allowed to become negative.
6. Travel Bank balances shall have no cash value.

This LOA is enforceable through Article 20 and Article 21 of the Agreement.

IN WITNESS WHEREOF, the undersigned parties have signed this Letter of Agreement this ____ day of _____, 2021.

FOR ATLAS AIR, INC.

**FOR INTERNATIONAL
BROTHERHOOD OF TEAMSTERS,
AIRLINE DIVISION**

**ATLAS AIR, INC.
and
the CREW MEMBERS
in the service of Atlas Air, Inc.
as represented by
INTERNATIONAL BROTHERHOOD OF TEAMSTERS,
AIRLINE DIVISION**

PROFESSIONAL STANDARDS LETTER OF AGREEMENT

This Letter of Agreement (“LOA”) is made and entered into in accordance with the provisions of Title II of the Railway Labor Act, as amended, by and between Atlas Air, Inc., its successors and assigns (“Atlas” or the “Company”) and the Crew Members in the service of Atlas Air, Inc., as represented by the International Brotherhood of Teamsters, Airline Division (“IBT” or “Union”).

WHEREAS, the Company and the Union are parties to a collective bargaining agreement setting forth the rates of pay, rules, and working conditions for the Company's Crew Members ("Agreement"); and

WHEREAS, the Company and the Union recognize the mutual benefits to them and the Atlas Crew Members associated with the establishment of a Union Professional Standards Committee (“Committee”), to promote and insure the highest standards of professionalism and safety among Atlas Crew Members.

NOW THEREFORE, it is mutually AGREED as follows:

- A. The goal of the Committee is to help to prevent, mitigate or resolve conflicts involving a Crew Member’s professional interaction with other Crew Members or employees of the Company or the Company’s vendors, or other Crew Member conduct that reflects unfavorably on the piloting profession or the Company. The Company and Union recognize, however, that the terms of this LOA do not modify the Company’s traditional authority and responsibility regarding proficiency, air safety, or maintenance of a safe workplace free from unlawful discrimination or retaliation.
- B. Both the Union and the Company acknowledge and agree that in order to be effective, the Committee proceedings, conversations with Crew Members regarding a Professional Standards issue and attendant discussions with management shall remain confidential to the extent permitted by law. Such confidential proceedings, conversations and attendant discussions shall not be used by the Union, the Company, or a Crew Member in any disciplinary proceeding or System Board of Adjustment. Neither the Company, the Union, nor a Crew Member shall call as witness in a disciplinary proceeding either a member of management or a Committee member for the purpose of having that individual testify about the discussions or efforts made with respect to a Crew Member’s involvement with the Committee, nor shall they refer to the Committee proceedings or resolutions in any System Board of Adjustment proceeding unrelated to an alleged breach of this LOA.

- C. Should a professional standards problem come to the attention of the Company, it may, at its sole discretion, refer such problem to the Committee. Whenever the Company refers a dispute to the Committee, the Committee shall be given forty-five (45) days (or such other length of time to which the Company and Committee mutually agree) during which to attempt to prevent, mitigate or resolve the problem. During such period, the Company agrees to hold in abeyance any action (disciplinary and non-disciplinary) it may have contemplated taking against the Crew Member based on the issue that led to the referral unless further information becomes known which alters the facts or circumstances as understood by the Company at the time it made its referral.
- D. At or before the end of the period set forth in paragraph C., above, the Committee shall make a verbal report to the Senior Vice President of Flight Operations and to the Company management personnel who referred the Crew Member. Such verbal report will state only whether the matter has been resolved or not resolved by the Committee.
- E. If the Company commences or recommences the disciplinary action taken against the Crew Member, the delay caused by the Company holding the disciplinary action in abeyance pursuant to paragraph C., above, shall not be raised by the Union as a defense, nor shall the Company or Union assert any failure of the Committee to arrive at a successful resolution as supporting its respective disciplinary position. Either side may submit to the arbitrator (and no objection shall be made by the opposite party) that the delay in the disciplinary process was mutually agreeable to both sides and should not be construed by the arbitrator either positively or negatively in his/her deliberations.
- F. When a professional standards problem is brought to the attention of the Union, the Committee may request assistance of the appropriate Company Flight Operations management official(s) in order to encourage the cooperation of other employees in the Company to work with the Committee in an attempt to reach a resolution to the problem.
- G. The existence of this LOA and the procedures established herein shall in no way alter or diminish the rights of any Crew Member, the Union or the Company under any agreement entered into between the Union and the Company. This LOA shall not diminish the right of any party to proceed as provided in the Agreement.
- H. This LOA shall become effective on its date of execution by both parties and shall remain in full force and effect concurrent with the Agreement or until amended or revoked by written agreement of the Union and the Company or by operation of the Railway Labor Act, as amended.

IN WITNESS WHEREOF, the undersigned parties have signed this Letter of Agreement this _____ day of _____.

FOR ATLAS AIR, INC.

**FOR INTERNATIONAL
BROTHERHOOD OF TEAMSTERS,**

AIRLINE DIVISION

James A. Forbes
Executive Vice President and Chief
Division Operating Officer

David P. Bourne
Director, IBT Airline

Jeffrey D. Carlson
Senior Vice President of Flight Operations

Captain Frederick C. Dubinsky
Trustee, IBT Local 2750

Scott K. Lindsay
Vice President, Crew Resources and
Analysis

Robert J. Kirchner
Trustee, IBT Local 2750

Christopher S. Knox
Executive Council Member and
Negotiating Committee
Chairman IBT Local 2750

John Casey
Executive Council Member and
Negotiating Committee
Chairman IBT Local 1224

**ATLAS AIR, INC.
and
the CREW MEMBERS
in the service of Atlas Air, Inc.
as represented by
INTERNATIONAL BROTHERHOOD OF TEAMSTERS,
AIRLINE DIVISION**

FATIGUE RISK MANAGEMENT LETTER OF AGREEMENT

This Letter of Agreement ("LOA") is made and entered into in accordance with the provisions of Title II of the Railway Labor Act, as amended, by and between Atlas Air, Inc., its successors and assigns ("Company") and the Crew Members in the service of Atlas Air, Inc., as represented by the International Brotherhood of Teamsters, Airline Division ("IBT" or "Union").

WHEREAS, the Company and Union are parties to a collective bargaining agreement setting forth the rates of pay, rules, and working conditions for the Company's Crew Members ("Agreement");

WHEREAS, the Company has developed and implemented a Fatigue Risk Management Plan ("FRMP") and has developed a Fatigue Risk Management System ("FRMS"), which will include methodologies for continually assessing the Company's ability to improve Crew Member alertness, mitigate performance errors, and improve Crew Member recovery;

WHEREAS, the collection of human performance/alertness data of the kind described in this LOA will contribute to the Company and Union's shared interest in ensuring safe flight operations and their ability to evaluate and improve the Company's FRMP and FRMS, pairing design and line construction parameters in accordance with the Agreement, and to analyze potential pairing design that the parties agree are appropriate for study and potential use but are not currently utilized.

WHEREAS data collection of the kind described in this LOA may also be used to identify actual and potential sources of interference with Crew Member rest, including but not limited to deadhead travel and hotel accommodations.

NOW, THEREFORE, the parties agree as follows:

A. Fatigue Risk Management Committee

1. The parties will establish a Fatigue Risk Management Committee (FRMC). The FRMC will consist of a Program Manager employed by or under contract with the Company; two (2) representatives and two (2) alternates chosen by the Union; and two (2) representatives and two (2) alternates chosen by the Company. The parties will consult with each other before selecting their respective FRMC representatives and alternates. After consultation with and written notice to the other party, a party may replace its representative(s) and alternate(s) on the FRMC. The FRMC will not

Post-Arbitration Award JCBA

conduct business pursuant to this LOA unless representatives from both the Union and the Company are available to participate.

2. The FRMC Program Manager, representatives and alternates must execute a non-disclosure agreement (NDA) that is mutually agreeable to the Company and the Union prior to performing FRMC duties or collecting, accessing or analyzing data or any information derived from such data.
3. All FRMC recommendations and actions require the unanimous agreement of all four (4) FRMC representatives. In the event the four (4) FRMC are unable to reach unanimous agreement, the matter will be referred to the Senior Vice President, Flight Operations and the Chairman of the Atlas Air, Inc. Executive Council, who will meet at a mutually acceptable date and time to discuss the issue and potential resolutions. After this meeting, the Senior Vice President, Flight Operations will advise the Atlas EXCO Chairman in writing of what actions, if any, the Company will take to address the issue or concern.
4. The duties of the Program Manager will be by mutual agreement of the FRMC representatives. Such duties will be set forth in writing and presented to the Program Manager. The Program Manager will execute a document indicating that he understands and agrees to perform the duties contained therein, a copy of which will be provided to the Company and the Union.
5. The Company will release Union FRMC representatives and alternates from conflicting duty when necessary to perform FRMC duties, subject to the needs of the service. If an FRMC meeting cannot be held with representatives of both the Union and the Company, it will be rescheduled to a mutually agreeable date. When a Union FRMC member is removed from conflicting duty in accordance with this paragraph, he will be compensated in accordance with flight pay loss procedures under Article 13.I.9., of the Agreement.
6. The FRMC, in conjunction with the Primary Research Partner, described below, is solely responsible for administering the data collection efforts authorized by this LOA and for creating methodologies and procedures for de-identifying and protecting data in accordance with the Data Security and Protection provisions, below. No person or entity other than the FRMC will have access to data that has not been de-identified.
7. The FRMC may make recommendations to the Company and the Union, derived from the Primary Research Partner's analysis of de-identified data, for the purpose of improving Crew Member alertness and mitigating fatigue risks. FRMC recommendations may include, but are not limited to the following areas, consistent with the applicable provisions of the Agreement:
 - a. Improvements to existing trip pairing design;
 - b. Improvements to existing line construction parameters;
 - c. Company initiated, prescriptive fatigue mitigation strategies;

- d. New trip or modified pairing designs;
- e. Changes to the list of hotels utilized by Crew Member hotels; and
- f. Providing Company training for Crew Members addressing fatigue risk management, mitigating performance errors and improving Crew Member recovery.

The Union agrees and acknowledges any data and/or reports collected pursuant to this LOA, any recommendations made by the FRMC, and/or any decisions made by the Company/Company's Senior Vice President of Flight Operations regarding any matter raised pursuant to Paragraph A.3 of this LOA will not be used in establishing or filing a grievance under Article 20 of the Agreement.

- 8. No FRMC recommendation will be implemented by the Company without the agreement of the Union if the recommendation modifies or changes the terms of the Agreement.
- 9. The FRMC is authorized to solicit Crew Members to voluntarily participate in the FRMC's data collection efforts. The FRMC will initially collect data on trip pairings and trip pairing sequences that have been identified jointly by the Company and the Union as appropriate for analysis by the Primary Research Partner. Additionally, the FRMC is authorized to solicit Crew Members to voluntarily participate in the FRMC's data collection efforts related to sleep patterns, cognitive alertness, cumulative fatigue, mood, circadian rhythm disruption and recovery before, during, and after flight operations for specific trip pairings, including deadhead, and for general baseline data collection.

B. Primary and Alternate Research Partners

- 1. The Company and the Union will consult with each other on the selection of research partners. There will be a Primary Research Partner, selected by the Company and Alternate Research Partner, selected by the Union.
- 2. After consultation with the other party, the Company or the Union may remove its own respective research partner and replace him/her with new research partners and/or add additional research partners than those selected pursuant to paragraph B.1., above.
- 3. The Primary Research Partner ("PRP") will be responsible for analyzing the de-identified data collected by the FRMC. The Company will bear the cost of analysis performed by the PRP.
- 4. At the conclusion of any particular study, the PRP will prepare a report for the FRMC, which will include recommendations and/or recommended additional analysis, if appropriate, related to Crew Member alertness, mitigating fatigue risks, sleep patterns, cognitive alertness, cumulative fatigue, mood, circadian rhythm disruption performance errors, and improving Crew Member recovery before, during, and after flight operations for specific trip pairings, including deadhead.

5. The Union may direct the Alternate Research Partner ("ARP") to conduct a second analysis of the data reviewed by the PRP. The ARP will prepare a report for the FRMC of the type described in Paragraph B.4., above. Any analysis performed by the ARP will be at Union's expense.
6. Research, analyses and reports prepared by the PRP (or the ARP) will meet generally accepted scientific research standards for qualitative and quantitative research.
7. The PRP and the ARP must sign an agreed-upon non-disclosure agreement prohibiting use or disclosure of all data, research and analyses to any person or entity other than the FRMC, the Company and Union without the prior written consent of the Company and the Atlas EXCO Chairman, unless specifically permitted by this LOA.

C. Data Collection Protocol

1. All data collection will conform to the protocol(s) developed by the FRMC in consultation with the Primary Research Partner. Such protocol(s) will satisfy the requirements of this LOA and meet generally accepted scientific standards for qualitative and quantitative research.
2. Crew Members who volunteer to participate in data collection efforts will be briefed by the FRMC (or its designee) on the nature and requirements of the data collection effort and will be permitted to ask questions concerning participating Crew Members' data collection responsibilities and obligations under the data collection protocol.
3. Each participating Crew Member will be provided with detailed information concerning the data collection effort and must review and sign a FRMC-approved "Consent to Voluntary Participation" form, which must fully describe the Crew Member's responsibilities and obligations during the data collection effort. The Company and the Union will be provided with copies of each participating Crew Member's executed Consent to Voluntary Participation form.
4. A Crew Member may withdraw from the data collection effort at any time by notifying the FRMC (or its designee) by telephone or by electronic mail.
5. The FRMC may terminate a Crew Member's participation in the data collection.
6. Failure of the participating Crew Member to complete all required documentation will be considered withdrawal from the data collection effort.
7. Intentional efforts to skew actigraph and/or any data will be considered withdrawal from the data collection effort.
8. No Crew Member may be compelled to participate in data collection efforts.

When the Company requests that a Crew Member participate in the collection of data for purposes of FRMS, it will compensate the participating Crew Member at the rate of Five Hundred Dollars (\$500) per Bid Month. Any pay earned under this paragraph will be paid after the data is received and validated by the FRMC, and the Crew

Member may be required to submit a pay log. A Crew Member's completion of a Fatigue Event Report shall not be considered collection of data for purposes of this paragraph, and the Crew Member shall not be entitled to pay for completing a Fatigue Event Report.

D. Data Security and Protection

1. The FRMC is responsible for developing data security and protection procedures. Such procedures will be agreed upon and set forth in writing prior to any data collection under this LOA. At a minimum, such procedures will require that data:
 - a. be de-identified by the FRMC (or its designee) to the maximum extent possible so that the identity of the Crew Member cannot be discovered;
 - b. be stored in de-identified form in electronic format on a secure server; and
 - c. be released only by the PRP (or ARP) (in de-identified format) to an individual or entity other than the FRMC, Company, Union, or the PRPs (or ARPs) only upon obtaining prior written permission from the Company and the Union, or when required by law. If either party fails to provide written authorization, the PRP (or the ARP) will not make the proposed disclosure unless required by law. The PRP (or ARP) will provide written notice to the Company and the Union prior to making any disclosure required by law.
2. The Crew Member protections set forth in Article 26.C of the Agreement will apply to data and reports collected pursuant to this LOA, subject to the following limitations as provided in the FRMP Guidelines:
 - Must not involve intentional disregard for safety;
 - Must not involve intentional violation of FARs;
 - Must not involve criminal activity;
 - Must not involve substance abuse; and
 - Must not have been intentionally falsified.
3. The data collected by the FRMC and the analyses of the PRP (or the ARP) will not be used by the Company or Union to support their respective efforts to change existing, proposed or future law or regulations. Neither party will use the data collected or analyses of the PRP (or the ARP) in litigation of any type, including but not limited to grievances and System Board of Adjustment proceedings conducted pursuant to Articles 19, 20, and 21 of the Agreement, without the written consent of the Company and the Atlas EXCO Chairman.
4. The Company may use de-identified data collected by the FRMC and the analyses of the PRP to support the approval of its FRMS by the FAA. In the event that the Company's FRMS submission utilizes analyses, conclusions, recommendations, or opinions of the PRP, which led to the preparation of a report on the same subject by the ARP, the Company, in its FRMS submission to the FAA, must include the analyses, conclusions, recommendations, or opinions from both research partners. Under no circumstances will data that has not been de-identified be provided to the Company or the FAA.

5. The PRP and/or the ARP may publish their final reports in a peer reviewed scientific journal, provided that both the Company and Union consent and have an opportunity to review the written work product prior to its submission for publication.
6. All data collected under this LOA will be treated as data collected from "other recording devices" under Article 26.I. of the Agreement. Crew Members who voluntarily participate in data collection efforts will be afforded all of the rights and protections granted to Crew Members under Article 26.I of the Agreement without limitation. Except as specifically modified by this LOA, all restrictions on the use of data collected from "Other Recording Devices" under Article 26.I of the Agreement will apply to data collected pursuant to this LOA.

E. Ongoing Implementation Measures

Other measures not specifically described in this LOA that are consistent with the purpose of this LOA may be implemented by mutual agreement of the parties.

F. Fatigue Process

1. A Crew Member who is fatigued prior to actual report time at the beginning of a Trip Pairing, or who becomes fatigued after reporting for a Trip Pairing, shall notify Crew Scheduling immediately. In either case, the Crew Member shall be given a ten (10)-hour rest period, and the Company shall choose one of the following options:
 - a. The Company may delay the flight until after the legal rest period is concluded.
 - b. The Company may drop the Crew Member's current Trip Pairing, and the Crew Member shall be eligible for reassignment pursuant to Article 25.N. of the Agreement.
2. A Crew Member who calls in fatigued prior to actual report time at the beginning of a Trip Pairing:
 - a. Will promptly contact a Chief Pilot on the FRMC subsequent to the completion of his rest period to discuss the events related to the fatigue call; and
 - b. Will be contacted by a member of the FRMC Committee within thirty- six (36) hours after the rest period associated with the fatigue call to discuss the events related to the fatigue call.
3. Crew Scheduling shall have one hour from the time of the Crew Member's fatigue call to determine which of the options set forth in Paragraph F.1., above, it shall select.
4. A Crew Member who calls fatigue during a Trip Pairing shall have local transportation and lodging provided by the Company in accordance with the Agreement.
5. In the event there are any questions about the Crew Member's fatigue call, members of the FRMC will make the initial contact with the pilot to discuss the issue(s) further.
6. The Crew Member shall submit a Fatigue Event Report, via the means designated by

Post-Arbitration Award JCBA

the Company for submission of such reports, within forty- eight (48) hours after the rest period associated with his fatigue call.

7. The FRMC shall meet and discuss Crew Member fatigue calls in accordance with this Letter of Agreement. If the FRMC determines that a fatigue call should have been a sick call, the Crew Member's event will be handled in accordance with Article 14.

G. Termination and Duration

This LOA will remain in effect concurrently with the Agreement, unless terminated by either party upon thirty (30) days' written notice. If either party invokes its right to terminate this LOA, the NDA, Data Collection Protocols and the Data Protection and Security provisions of this LOA will continue to apply to data collected prior to termination of the LOA.

Post-Arbitration Award JCBA

IN WITNESS WHEREOF, the undersigned parties have signed this Memorandum of Understanding this _____ day of _____.

FOR ATLAS AIR, INC.

**FOR INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, AIRLINE DIVISION**

James A. Forbes
Executive Vice President and COO

David P. Bourne
Director, IBT Airline Division

Jeffrey D. Carlson
Senior Vice President of Flight Operations

Captain Frederick C. Dubinsky
Trustee, IBT Local 2750

Scott K. Lindsay
Vice President, Crew Resources and
Analysis

Robert J. Kirchner
Trustee, IBT Local 2750

Christopher S. Knox
Negotiating Committee
Chairman, IBT Local 2750

John Casey
Executive Council Member and
Negotiating Committee
Chairman IBT Local 1224

ATLAS AIR, INC.
and
THE FLIGHT DECK CREWMEMBERS
in the service of Atlas Air, Inc.,
as represented by
INTERNATIONAL BROTHERHOOD OF TEAMSTERS,
AIRLINE DIVISION

ARTICLE 11 LOA

This Letter of Agreement (“LOA”) is made and entered into in accordance with the provisions of Title II of the Railway Labor Act, as amended, by and between Atlas Air, Inc., their successors and assigns (“Company”) and the Flight Deck Crew Members in the service of Atlas Air, Inc., as represented by the International Brotherhood of Teamsters, Airline Division (“Teamsters,” “IBT” or “Union.”)

WHEREAS, the parties bargained and reached certain understandings regarding the administration of Article 11 of the Collective Bargaining Agreement (“Agreement”).

THEREFORE, BE IT RESOLVED:

1. The following individuals shall be grandfathered in their current instructor positions as described below and shall not be displaced by operation of Article 11 of the Agreement. **P**

B747-400/8

Permanent Instructor

- Haigney, Frank – Simulator Check Airman

Contract Instructor

- Doherty, Jack - Simulator Check Airman

2. Neither of the individuals identified herein shall count toward the sixty percent (60%) Crew Member Training Instructor requirement in Article 11.I.1.d.i.
3. Notwithstanding anything in the Agreement to the contrary, the individuals identified herein shall be permitted to continue to administer Checking Events in the aircraft in which they are currently performing Checking Events. In addition, upon adoption of AQP, they shall be permitted to administer Maneuvers Validations, and Evaluation events in the aircraft in which they are current performing Checking Events.
4. The LOA is enforceable through Article 20 and Article 21 of the Agreement.

IN WITNESS WHEREOF, the undersigned parties have signed this Letter of Agreement this ____ day of _____, 2021

FOR ATLAS AIR, INC.

FOR INTERNATIONAL

**BROTHERHOOD OF TEAMSTERS,
AIRLINE DIVISION**

LETTER OF AGREEMENT
Between
ATLAS AIR, INC.
and
THE CREWMEMBERS in the service of
Atlas Air, Inc., as represented by
THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS,
AIRLINE DIVISION

Implementation of Advanced Qualification Program

This Letter of Agreement (“LOA”) is made and entered into 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 Crewmembers in the service of the Company, as represented by the International Brotherhood of Teamsters, Airline Division (“IBT” or the “Union”).

WHEREAS, Atlas and the Union are parties to a collective bargaining agreement (“CBA”) that applies to Atlas’s Crew Members; and

WHEREAS, Article 11 of the CBA addresses Crew Member training; and

WHEREAS, Atlas and the Union have agreed to adopt an Advanced Qualification Program (“AQP”) that, upon its effective date, would replace the training program negotiated in Article 11; and

WHEREAS, Atlas and the Union wish to memorialize herein the terms of their agreement regarding the terms of the AQP and its implementation.

IT IS THEREFORE AGREED AS FOLLOWS:

I. AQP Implementation Date

Atlas shall implement AQP following FAA approval of the program. The date on which Atlas implements AQP shall be referred to herein as the “Effective Date.”

II. Modifications to Article 11 Upon Effective Date of AQP

The currently-existing provisions of Article 11.A. shall be modified as set forth below upon the Effective Date of AQP

A. Current Article 11.A. shall be replaced in its entirety with the following:

A. Advanced Qualification Program (AQP) – General

1. The Advanced Qualification Program (AQP) will follow the Federal Aviation Administration (FAA) guidance provided in FAR Title 14 of the Code of Federal Regulations (14 CFR) part 12 Subpart Y and Advisory Circular 120-54A.

2. AQP is a systematic methodology for developing the content of training

programs for air carrier crew members and dispatchers. It replaces programmed hours with proficiency-based training and evaluation derived from a detailed job task analysis that includes Crew Resource Management (CRM). AQP incorporates data-driven quality control processes for validating and maintaining the effectiveness of curriculum content. AQP provides an alternate method of qualifying and certifying, if required, pilots, flight engineers, flight attendants, aircraft dispatchers, instructors, evaluators, and other operations personnel subject to the training and evaluation requirements of 14 CFR part 121. The AQP encourages innovation in the methods and technology that are used during instruction and evaluation, and efficient management of training systems. The goal of AQP is to achieve the highest possible standard of individual and crew performance. A leading objective of AQP is to provide effective training that will enhance professional qualifications to a level above the present standards that are provided in part 121.

3. The AQP training program will be developed and implemented in accordance with the performance-based methodology described in Advisory Circular 120-154A. Processes will be documented in the Flight Operations Training Guide (FOTG) and AQP Program Manual (AQPM).

4. Training and checking shall be in accordance with applicable FARs and Company policy, as set forth in the Advanced Qualification Program Manual (AQPM), which may be amended from time to time by the Company. The Company will engage in prior consultation with the Union Training Committee as set forth in this Article 11 on significant or material amendments to the FOTG or the AQPM. Nothing contained herein shall prohibit the Company from complying with FAA-mandated changes to the AQPM. Such training programs will include but not be limited to the Indoctrination, Qualification, Continuing Qualification and Instructor/Evaluator curricula, which include initial New Hire training, upgrade training, transition/differences training, recurrent training, and requalification training.

5. The Company will establish and publish the standards all Crew Members are required to meet in order to successfully complete any training curriculum, including any Validation or Evaluation events. Such standards will be applied equally and uniformly by the Company recognizing that Instructors and Check Airmen have different styles of teaching and checking. The Company has the right to evaluate any Crew Member, based on the Company's published standards, requirements, and the FARs, to determine his progress in training and checking.

6. The Company may provide additional training beyond those required by this Article 11. Additional training referred to in this Article 11 shall, at a minimum, address a Crew Member's specific performance deficiencies. When Crew Members require additional training, access to such additional training shall be applied equally and uniformly by the Company.

7. A Check Airman on the respective Atlas Air Pilots' Master Seniority List shall administer all Maneuvers Validations and Evaluation events.

Post-Arbitration Award JCBA

8. Other than for Home Study or Distant Learning, the Company shall provide transportation to and from training, together with per diem and lodging, for all training away from the Crew Member's Base.
 9. The Company shall provide, at its expense, any training or checking required by the Company or the FAA to qualify as a Crew Member, or to obtain or maintain qualifications as a Crew Member. The Company shall not require payment for or reimbursement to the Company for any training or checking costs or expenses, or the execution of any training or checking bond, or other agreement with respect to the same. Any such agreement to the contrary shall be null and void.
 10. Except for a Validation or Evaluation, a Crew Member may be assigned to simulator seat support duty as needed to provide a complete flight crew for various training, Validations, and/or Evaluations. Except when otherwise required by the FARs, a Crew Member assigned simulator seat support duty shall not be subject to training, oral examination, Validation, or Evaluation requirements solely as result of such assignment. The Company may not assign a Crew Member simulator seat support duty if the assignment interferes with the Crew Member's own training, Validation, Evaluation, or preparation for the same.
 11. If a Crew Member does not pass a Validation or Evaluation, the Company shall assign a different Check Airman for each subsequent Validation or Evaluation until requalification has occurred or training has been terminated.
 12. Actual training within a training class shall be scheduled based on the needs of the operation, taking into consideration, where possible, the seniority of the Crew Member to be trained. A Crew Member may not select a simulator period that conflicts with a known trip scheduled to begin upon completion of the training session. Training of Check Airmen takes precedence over all other simulator and flight training.
 13. The Company is not required to provide simulator training or other flight training to any Crew Member who has not satisfactorily completed any required ground school training and distant learning.
 14. The criteria of an Unsatisfactory Validation and Evaluation are set forth in Appendix 11-A. The criteria may be changed by the Company after the parties meet and confer or when required by the FAA. If the FAA requires such a change, the parties shall meet and confer over the effects of the change. NOTE: SEE APPENDIX 11-A
 15. For purposes of accruing a grade of Unsatisfactory under Article 11.M and Article 11.N, a Crew Member cannot accumulate more than one grade of Unsatisfactory during the same simulator session.
- B. Current Articles 11.B., 11.C., 11.D. and 11.E. shall remain in effect except that all references to "Checking Event" in those subsections shall be changed to "Validation/Evaluation."

- C. A new Article 11.F. shall go into effect, as follows:

F. AQP - Crew Member Withdrawal From Training

1. A Crew Member may remove himself from training, Validation and/or Evaluation events for circumstances beyond the control of the Crew Member (*e.g.*, death of a family member, illness, divorce). A Crew Member who exercises the aforementioned right shall not accrue an Unsatisfactory Validation or Unsatisfactory Evaluation as a result thereof.
 2. A Crew Member may remove himself from training prior to the start of any training, Validation and/or Evaluation event. Upon removal, a Crew Member shall be returned to his last Position after completing any required re-qualification training curriculum in accordance with the following:
 - a. A Crew Member who removes himself from training, Validation and/or an Evaluation prior to accruing any Unsatisfactory Validations or Unsatisfactory Evaluations shall receive an Unsatisfactory Validation or Unsatisfactory Evaluation (whichever corresponds to the first jeopardy event in re-qualification training). The Unsatisfactory Validation or Unsatisfactory Evaluation resulting from the Crew Member's decision to withdraw will carry-forward to the Crew Member's first Validation event or first Evaluation event, whichever applies, associated with re-qualification training.
 - b. A Crew Member who removes himself from training, Validation and/or an Evaluation after accruing one or more Unsatisfactory Validations or Evaluations shall receive an Unsatisfactory Validation or Unsatisfactory Evaluation (whichever corresponds to the first jeopardy event in re-qualification training). The Unsatisfactory Validation or Unsatisfactory Evaluation resulting from the Crew Member's decision to withdraw, will carry-forward to the Crew Member's first Validation event or first Evaluation event, whichever applies, associated with re-qualification training. Only the Unsatisfactory grade incurred as a result of the decision to withdraw carries forward, not the Unsatisfactory grades associated with failed Validations or Evaluations. In addition, the Crew Member shall receive a two (2) year equipment and Status freeze.
- D. Current Article 11.F. shall be renumbered Article 11.G. and shall remain in effect except that all references to "Checking Event" in those subsections shall be changed to "Validation/Evaluation."
- E. Current Article 11.G. shall be renumbered Article 11.H. and shall remain in effect except that all references to "Checking Event" in those subsections shall be changed to "Validation/Evaluation."
- F. Current Article 11.H. shall be renumbered Article 11.I. and shall remain in effect except that all references to "Checking Event" in those subsections shall be changed to

“Validation/Evaluation.”

- G. Current Article 11.I. shall be renumbered Article 11.J. and shall remain in effect except that all references to “Checking Event” in those subsections shall be changed to “Validation/Evaluation,” and the determination of the number of hours of Crew Member ground-based training shall use the AQP equivalent of the training events listed in current Article 11.I.1.c.ii.
- H. Current Article 11.J. shall be renumbered Article 11.K. and shall remain in effect except that all references to “Checking Event” in those subsections shall be changed to “Validation/Evaluation.”
- I. New Articles 11.L., 11.M., 11.N. and 11.O. shall go into effect, as follows:

L. AQP – Transition

- 1. Transition will include the Application and approval of the AQP training program by the FAA Voluntary Programs Branch, AFS-280 with initial transition from Appendix F Recurrent and Recurrent Flight Training to AQP Continuing Qualification (CQ) and Continuing Qualification Training (CQT) followed by Qualification (Q).
- 2. Instructor/Evaluator Training/Qualification will be followed by Small Group Trials prior transition to CQ and CQT for the entire Pilot Group.

M. AQP – Validation Events

- 1. Validation events for the purposes of this Article 11 are Systems Knowledge Validation (SV), Procedures Validation (PV), and Maneuvers Validation (MV).
- 2. If a Crew Member attempts but does not pass a Validation event with a grade of Satisfactory, such Validation event shall be considered a Validation failure.
- 3. A Crew Member who does not pass a Validation event with a grade of Satisfactory will be assigned to Special Tracking (ST). Special Tracking procedures are set forth in Article 11.O. The following procedures are in addition to Special Tracking:
 - a. One (1) Validation failure accrued:
 - i. The Crew Member shall receive additional training. The amount and scheduling of additional training is determined by the appropriate Fleet Captain.
 - ii. After additional training is completed, the Crew Member shall attempt the Validation for a second time only on objectives that were not attempted or objectives that were graded Unsatisfactory. If the Crew Member receives a grade of Satisfactory on this second attempt, the Crew Member may return to line operations or the next training phase and/or Validation/Evaluation as necessary. If the Crew Member does not receive a grade of Satisfactory, the failure shall be considered the

second Validation failure.

- b. Two (2) Validation failures accrued:
 - i. The Crew Member shall receive additional training. The amount and scheduling of additional training is determined by the Fleet Captain. The Union Training Committee be notified of such additional training.
 - ii. After additional training is completed, the Crew Member shall attempt the Validation for a third time only on objectives that were not attempted or objectives that were graded Unsatisfactory. If the Crew Member receives a grade of Satisfactory on this third attempt, the Crew Member may return to line operations or the next training phase and/or Validation/Evaluation as necessary. If the Crew Member does not receive a grade of Satisfactory, the failure shall be considered the third Validation failure.
- c. Three (3) Validation failures accrued: The TRB will be convened to determine if additional training will be prescribed for the Crew Member. If additional training is not recommended by the TRB, the Crew Member's employment status will be determined by the Company; *provided* there is just cause (e.g., termination, downgrade).

N. AQP – Evaluation Events

- 1. Evaluation events for the purposes of Article 11 are Operational Knowledge Evaluation (OKE), Line Operational Evaluation (LOE) and Line Check (LC).
- 2. If a Crew Member attempts but does not pass an Evaluation event with a grade of Satisfactory, the event shall be considered an Evaluation failure.
- 3. A Crew Member who does not pass an Evaluation event with a grade of Satisfactory will be assigned to Special Tracking (ST). Special Tracking procedures are set forth in Article 11.O. The following procedures are in addition to Special Tracking:
 - a. One (1) Evaluation failure accrued:
 - i. The Crew Member shall receive additional training. The amount and scheduling of additional training is determined by the appropriate Fleet Captain or his designee.
 - ii. After additional training is completed, the Crew Member shall attempt the Evaluation for a second time. If the Crew Member receives a grade of Satisfactory on this second attempt, the Crew Member may return to line operations or the next Evaluation as necessary. If the Crew Member does not receive a grade of Satisfactory, the failure shall be considered the second Evaluation failure.
 - b. Two (2) Evaluation failures accrued:

- i. The Crew Member shall receive additional training. The amount and scheduling of additional training is determined by the appropriate Fleet Captain. The Union Training Committee will be notified of such additional training.
- ii. After additional training is completed, the Crew Member shall attempt the Evaluation for a third time. If the Crew Member receives a grade of Satisfactory on this third attempt, the Crew Member may return to line operations or the next Evaluation as necessary. If the Crew Member does not receive a grade of Satisfactory, the failure shall be considered the third Evaluation failure.
- c. Three (3) Evaluation failures accrued: The TRB will be convened to determine if additional training will be prescribed for the Crew Member. If additional training is not recommended by the TRB, the Crew Member's employment status will be determined by the Company; *provided*, there is just cause (e.g., termination, downgrade).

O. AQP – Special Tracking

1. A Crew Member may be assigned to Special Tracking (ST) in accordance with the terms of Article 11.M. and Article 11.N. Special Tracking events are in addition to additional training and/or Validation or Evaluation events in Article 11.M. and Article 11.N.
2. A Crew Member's enrollment into ST is determined by receiving a grade of Unsatisfactory on Validations and/or Evaluations listed in the table below. In order to exit ST, the Crew Member must receive a grade of "Satisfactory" on the first attempt of the additional Validation and/or Evaluation event(s) listed in the table below.
3. A Crew Member is required to satisfactorily complete the additional Validation and/or Evaluation event(s), listed in the table below, no sooner than 60 days and no later than 120 days after entering ST. The Company is responsible for scheduling the Crew Member for the additional ST event(s).
4. The Crew Member must receive a grade of Satisfactory on the ST Validation and/or Evaluation event(s) listed in the table below prior to returning to the line for regular flight duty.

Special Tracking Enrollment Event	Special Tracking Exit Event
Unsatisfactory Maneuvers Validation	CQ Maneuvers Validation

Post-Arbitration Award JCBA

Unsatisfactory LOE	OKE paired with LOE, followed by Line Check
Unsatisfactory Line Check	OKE paired with LOE, followed by Line Check
More than 50% additional cycles during OE	Two segment Line Check (One leg PF and one leg PM)

5. All ST events are conducted, graded, and remediated in accordance with this Article 11 and the AQPM *Implementation and Operations* section.

6. The following applies if a Crew Member receives a grade of Unsatisfactory on a ST Exit Validation and/or Evaluation event(s):

- a. A grade of “Unsatisfactory” on an ST Validation or Evaluation event will be considered a Validation or Evaluation failure pursuant to Article 11.M. and Article 11.N., respectively.
- b. A grade of “Unsatisfactory” on the first attempt of any ST Validation or Evaluation shall require the Crew Member to re-enroll in ST and complete the additional Validation and/or Evaluation event(s) listed in the table above, no sooner than 60 days and no later the 120 days from re-enrollment.

7. Unsatisfactory Validations and Unsatisfactory Evaluations accrued under Article 11.M. and Article 11.N. shall not carry-forward into ST.

8. In accordance with 14 C.F.R. Part 121, entries into ST resulting from failures of specific maneuvers /tasks will be tracked, and if repetitive, remediated.

J. A new Appendix 11-A, with associated tables, shall go into effect, as follows:

APPENDIX – 11A

In addition to the failure criteria below, if at any time a Crewmember fails to demonstrate proficiency within the time constraints of the simulator session, an overall grade of “Unsatisfactory” will be awarded.

In addition to the failure criteria below, if an Evaluator observes significant uncorrected deviations to SOPs or limits, poor overall general airmanship, or a Crew/Crewmember’s action/inaction that places

Post-Arbitration Award JCBA

the airplane at risk or compromises the airplane to the point of a probable crash, an overall grade of “Unsatisfactory” will be awarded.

In the event of a conflict between the FAA approved AQP Manual (AQPM) and this appendix, the AQPM has precedence.

QUALIFICATION (Q)

TYPE OF VALIDATION – Q	WHEN DOES A FAILURE RESULT IN AN UNSATISFACTORY?
SV	<80% of assigned items (1) Less than 80% results in remediation and retake of the entire SV. (2) For an overall score of 80% or more, pilots are remediated to 100%.
PV	1 objective 2 times or 2 different objectives 1 time
MV	1 objective 2 times or 2 different objectives 1 time (1) A grade of “1” (Unsafe) on any assigned item will result is an UNSAT and termination of the entire validation. (2) The UNSAT crewmember will not be qualified to provide seat support for the remainder of the validation.

TYPE OF EVALUATION – Q	WHEN DOES A FAILURE RESULT IN AN UNSATISFACTORY?
OKE	1 objective 2 times or 3 different objectives 1 time
LOE	<p>Fail>25% of assigned event sets</p> <p>(1) For example, if an LOE has between 8 and 11 Event Sets, 2 may be repeated (however, any one event set may only be repeated once).</p> <p>(2) A grade of “1” (Unsafe) on any assigned item will result in an UNSAT for the evaluation.</p>
LC	A grade of “1” on any assigned item

CONTINUING QUALIFICATION (CQ)

TYPE OF VALIDATION – CQ	WHEN DOES A FAILURE RESULT IN AN UNSATISFACTORY?
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MV	<p>If the crewmember fails to demonstrate proficiency within the time constraints of the simulator session.</p> <p>(Train to proficiency)</p> <ol style="list-style-type: none"> (1) Assurance will be made that the 2nd crewmember has sufficient time remaining to complete his/her MV. Time permitting, the 1st crewmember will be provided additional time. (2) A grade of “1” (Unsafe) on any assigned item will result in the entire evaluation being terminated. (3) The UNSAT crewmember will not be qualified to provide seat support for the remainder of the validation.
TYPE OF EVALUATION – CQ	WHEN DOES A FAILURE RESULT IN AN UNSATISFACTORY?
OKE	1 objective 2 times or 3 different objectives 1 time
LOE	<p>Fail>25% of assigned event sets</p> <ol style="list-style-type: none"> (1) For example, if an LOE has between 8 and 11 Event Sets, 2 may be repeated (however, any one event set may only be repeated once). (2) A grade of “1” (Unsafe) on any assigned item will result in an UNSAT for the evaluation.
LC	A grade of “1” on any assigned item

III. Enforceability

This LOA is enforceable through Article 20 and Article 21 of the CBA.

IN WITNESS WHEREOF, the parties have signed this Letter of Agreement on this ____ day of _____.

FOR ATLAS AIR, INC.

**FOR INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, AIRLINE DIVISION**