

UNITED PILOT AGREEMENT

AGREEMENT

BETWEEN

UNITED AIRLINES, INC.

AND THE

AIR LINE PILOTS

IN THE SERVICE OF

UNITED AIRLINES, INC.

AS REPRESENTED BY THE

AIR LINE PILOTS ASSOCIATION, INTERNATIONAL



Table of Contents

SECTION 1 - RECOGNITION, SCOPE AND CAREER SECURITY	8
1-A RECOGNITION.....	8
1-B SCOPE	8
1-C CODE SHARING, MARKETING, OWNERSHIP AND OTHER ARRANGEMENTS	10
1-D SUCCESSORSHIP	19
1-E OTHER LABOR PROTECTIVE PROVISIONS	22
1-F LABOR DISPUTES.....	23
1-G FOREIGN OWNERSHIP AND BASES	23
1-H BOARD SEAT	24
1-I GENERAL FURLOUGH PROTECTION	24
1-J REVIEW COMMITTEE	24
1-K REMEDIES.....	25
1-L DEFINITIONS	26
SECTION 2 - DEFINITIONS	31
SECTION 3 - COMPENSATION	35
3-A PAY RATES	35
3-B LONGEVITY FOR PAY	41
3-C BASE PAY	42
3-D ADD PAY	49
3-E TRAINING PAY	50
3-F VACATION PAY	51
3-G OTHER PAID ABSENCES AND ACTIVITIES	51
3-H PROFIT SHARING.....	52
3-I MISCELLANEOUS	52
3-J NEW AIRCRAFT TYPES.....	54
3-K LINE CHECK PILOT (LCP) COMPENSATION	55
SECTION 4 - EXPENSES, LODGING, AND TRANSPORTATION	57
4-A PER DIEM.....	57
4-B HOTEL GUIDELINES.....	60
4-C HOTEL ACCOMMODATIONS AND PILOT LOUNGES	60
4-D TRANSPORTATION	61
4-E TEMPORARY FLIGHT DUTY ("TDY") AND SPECIAL ASSIGNMENT	63
4-F UNIFORMS	64
4-G NEW HIRE PILOTS	64
4-H MISCELLANEOUS EXPENSES	64
SECTION 5 - HOURS OF SERVICE	67
5-A NON-COMPANY FLYING.....	67
5-B LIMITATIONS ON HOURS OF SERVICE	67
5-C DEADHEAD	71
5-D DEADHEAD DEVIATION	74
5-E SCHEDULED ON-DUTY PROVISIONS	76
5-F ACTUAL ON-DUTY PROVISIONS	92
5-G MINIMUM PAY VALUE PROVISIONS	103
5-H INTENTIONALLY LEFT BLANK.....	104
5-I CREW COMPOSITION	104
5-J CREW REST FACILITIES.....	105

SECTION 6 - SENIORITY	120
6-A GENERAL.....	120
6-B SENIORITY LIST	120
6-C PERIOD OF PROBATION	120
6-D REMOVAL FROM THE SENIORITY LIST.....	120
6-E NON-FLYING, SUPERVISORY OR MANAGEMENT DUTY OR SPECIAL ASSIGNMENT	121
SECTION 7 - FURLOUGH & RECALL.....	122
7-A NOTICE AND ASSIGNMENT	122
7-B PROBATIONARY PILOTS.....	122
7-C CHANGE OF ADDRESS.....	122
7-D MILITARY LEAVE UPON RECALL	122
7-E RECALL.....	122
7-F SENIORITY.....	123
7-G FURLOUGH PAY.....	123
7-H BENEFITS	124
7-I DISPLACEMENT	124
SECTION 8 - STAFFING.....	125
8-A CLASSIFICATION OF CATEGORIES	125
8-B MANPOWER REQUIREMENTS.....	125
8-C VACANCY BULLETINS, BIDDING AND AWARDING	125
8-D ELIGIBILITY TO BE AWARDED VACANCIES	128
8-E DISPLACEMENT BULLETINS, BIDDING AND AWARDS.....	130
8-F ACTIVATION OF ASSIGNMENT	132
8-G TEMPORARY DUTY ASSIGNMENTS (TDY).....	137
8-H OPENING A CATEGORY OR CLOSING A BASE	143
8-I MISCELLANEOUS	144
SECTION 9 - TRAINING	149
9-A CLASSIFICATIONS	149
9-B ASSIGNMENT TO TRAINING.....	149
9-C SCHEDULE CONSIDERATIONS.....	152
9-D TRANSPORTATION	154
9-E EXPENSES	155
9-F TRAINING SCHEDULES	156
9-G GENERAL	158
9-H WAIVERS.....	161
9-I SPECIAL QUALIFICATIONS	161
9-J NEW TRAINING.....	162
9-K AWARDED OR ASSIGNED A CAPTAIN VACANCY.....	166
SECTION 10 - MOVING EXPENSES	167
10-A APPLICABILITY OF THIS SECTION AND THE PILOT TRANSFER AND MOVING HANDBOOK.....	167
10-B ADDITIONAL PAID MOVES	167
10-C PAID MOVE CONDITIONS.....	167
10-D PAID MOVE COMMUTER PASSES	168
10-E PAID MOVE TRAVEL DAYS AND EXPENSES	169
10-F PAID MOVE MISCELLANEOUS ALLOWANCE	170
10-G TRANSFER DAYS AND EXPENSES	171
10-H RELOCATION PASSES.....	172
10-I OVERLAPPING ENTITLEMENTS.....	172
10-J MILEAGE REIMBURSEMENT	173

10-K	GENERAL	173
SECTION 11 - VACATIONS		175
11-A	VACATION ACCRUAL	175
11-B	PAY OUT AT TIME OF SEPARATION OR RETIREMENT	175
11-C	VACATION PAY VALUE	176
11-D	VACATION AWARDING	176
11-E	ANNUAL VACATION	177
11-F	CHANGING OR CANCELING AWARDED VACATION	179
11-G	VACATION TRIP DROP	182
11-H	VACATION FORFEITURE	183
11-I	MILITARY PILOT VACATION ALLOCATION	183
SECTION 12 - LEAVES OF ABSENCE		185
12-A	PERSONAL LEAVE ("PLA")	185
12-B	MEDICAL LEAVE ("MLA")	185
12-C	COMPANY OFFERED LEAVES OF ABSENCE ("COLA")	185
12-D	MILITARY LEAVE ("MLOA")	185
12-E	FAMILY & MEDICAL LEAVE ("FMLA")	186
12-F	MATERNITY/PARENTAL LEAVE OF ABSENCE ("MPLA")	189
12-G	EMERGENCY LEAVE OF ABSENCE ("ELA")	190
12-H	RETURN FROM LEAVE	190
12-I	LEAVES OF ABSENCE GENERAL	192
12-J	BENEFITS WHILE ON LEAVE	192
SECTION 13 - SICK LEAVE		195
13-A	ACCRUAL, RESTORATION AND PAY	195
13-B	EXTENDED SICK BANK (ESB)	200
13-C	SEPARATION OF EMPLOYMENT	202
13-D	STATEMENT OF ACCRUAL	202
SECTION 14 - PHYSICAL EXAMINATIONS		203
14-A	COMPANY MEDICAL EXAMINER	203
14-B	PILOT MEDICAL EXAMINER	203
14-C	PAY DURING EXAMINATIONS	204
SECTION 15 - WORKER'S COMPENSATION BENEFITS		205
15-A	APPLICABILITY OF LAW	205
15-B	BENEFICIARIES	205
SECTION 16 - MISSING, INTERNMENT, HOSTAGE, OR PRISONER OF WAR BENEFITS		206
16-A	LONGEVITY AND BIDDING	206
16-B	COMPENSATION	206
16-C	IMPRISONED	206
16-D	REVIEW	206
SECTION 17 - GRIEVANCES		208
17-A	NON-DISCIPLINARY GRIEVANCES	208
17-B	DISCIPLINE AND DISCHARGE	209
17-C	GENERAL	211
17-D	GRIEVANCE MEDIATION	215
SECTION 18 - SYSTEM BOARD OF ADJUSTMENT		217

18-A	ESTABLISHMENT OF THE BOARD	217
18-B	COMPOSITION OF THE BOARD.....	217
18-C	JURISDICTION OF THE BOARD.....	218
18-D	PROCEEDINGS BEFORE THE BOARD.....	218
18-E	THE PANEL OF ARBITRATORS	219
18-F	GENERAL.....	219
SECTION 19 - FLIGHT SAFETY PROGRAMS		222
19-A	INTRODUCTION.....	222
19-B	SAFETY PROGRAM INTEGRATION	222
19-C	ADMINISTRATION OF DATA/INFORMATION.....	223
19-D	REMEDATION	223
19-E	ALPA ACCIDENT/INCIDENT GO-TEAM.....	223
19-F	DATA RECORDERS AND FLIGHT DECK VOICE RECORDERS	224
19-G	FLIGHT OPERATIONAL QUALITY ASSURANCE ("FOQA")	226
19-H	FLIGHT SAFETY ACTION PROGRAM ("FSAP")	229
19-I	FLIGHT SAFETY INVESTIGATION ("FSI")	229
19-J	LINE OPERATIONS SAFETY AUDIT ("LOSA").....	233
19-K	FATIGUE RISK MANAGEMENT SYSTEM ("FRMS")	236
SECTION 20 - ALLOCATION, ASSIGNMENT AND SCHEDULING OF FLYING		237
20-A	GENERAL.....	237
20-B	PREPARING FOR MONTHLY SCHEDULE PREFERENCING	240
20-C	MONTHLY SCHEDULE PREFERENCING	241
20-D	AFTER MONTHLY SCHEDULE PREFERENCING	245
20-E	SYSTEM SCHEDULE COMMITTEE	248
20-F	ASSIGNMENT OR REASSIGNMENT AFTER LOSS OF FLYING, TRAINING ASSIGNMENT OR OTHER ABSENCE AND ACTIVITY.....	249
20-G	OPEN FLYING	260
20-H	OPEN TRIP OR FLYING COVERAGE AT EQUIPMENT-BASES.....	262
20-I	COVERING ASSIGNMENTS AT EQUIPMENT-BASES	268
20-J	OPEN FLYING COVERAGE AT NON-EQUIPMENT-BASES	280
20-K	SCHEDULING OF RESERVE CREWS	281
20-L	OVERTIME ADD PAY AND REASSIGNMENT LIMITATIONS	295
20-M	LONG DELAYS.....	298
20-N	RESTORATION OF LINEHOLDER LOST DAY OFF	299
20-O	ABNORMAL OPERATIONS.....	301
20-P	TRIP-TRADING	302
20-Q	MISCELLANEOUS	304
20-R	MAINTENANCE OF FIRST OFFICER LANDING CURRENCY	316
20-S	LINE CHECK PILOT (LCP) QUALIFICATIONS AND SCHEDULING	318
SECTION 21 - GENERAL		323
21-A	COMPANY EQUIPMENT	323
21-B	PERSONNEL AND TRAINING FILES.....	323
21-C	CHANGE IN UNIFORM	323
21-D	COPY OF AGREEMENT	323
21-E	PASS TRAVEL	323
21-F	INTERNATIONAL	324
21-G	NO DISCRIMINATION	324
21-H	INTENTIONALLY LEFT BLANK	324
21-I	INDEMNIFICATION	324
21-J	JUMPSEATS.....	324
21-K	CHANGE IN PERSONNEL POLICY	325

21-L	ELECTRONIC NOTIFICATIONS AND POSTINGS	325
21-M	CREW COMPLEMENT	326
21-N	JURY DUTY OR COURT WITNESS.....	326
21-O	NO CAMERAS IN FLIGHT DECK	327
21-P	COMMUTER POLICY.....	327
21-Q	FEDERAL FLIGHT DECK OFFICER (FFDO).....	328
21-R	HIRING STANDARDS.....	328
21-S	ORDER TO FLY	328
21-T	CREW SCHEDULING SYSTEM	329
21-U	EFFECT OF LAW	329
21-V	SUPPLEMENTAL BOTTLED WATER.....	329
21-W	HARDSHIP	330
21-X	PILOT AND FAMILY REMAINS	331
21-Y	JOB SHARE/MANAGEMENT PILOTS.....	331
21-Z	CONFLICT OF INTEREST.....	332
21-AA	INCORRECT SEATING WHEN DEADHEADING OR TRAVELING TO OR FROM TRAINING	332
21-BB	WAIVER OF SECTIONS 5 & 20 PROVISIONS	332
21-CC	LONGEVITY	333
21-DD	MEDICAL PRIVACY AND AUTONOMY	333
SECTION 22 - RETIREMENT		336
22-A	DEFINED CONTRIBUTION PLAN	336
22-B	DEFINED BENEFIT PLANS	340
22-C	GENERAL PROVISIONS.....	342
SECTION 23 - FLIGHT INSTRUCTORS AND EVALUATORS.....		346
23-A	SCOPE OF WORK AND GENERAL.....	346
23-B	FILLING OF I/E VACANCIES	349
23-C	CONSOLIDATION PROCEDURES.....	351
23-D	SCHEDULING	351
23-E	HOURS OF SERVICE.....	354
23-F	NON-TRAINING ASSIGNMENTS	355
23-G	RESERVE ASSIGNMENTS.....	355
23-H	OVERTIME EVENTS	356
23-I	TEMPORARY DUTY ("TDY") ASSIGNMENTS	359
23-J	SICK LEAVE	360
23-K	LINE FLYING	361
23-L	COMPENSATION	365
23-M	VACANCY BIDDING	367
23-N	PAID MOVE	367
23-O	EXPENSES	367
23-P	VACATION	368
23-Q	RETURN TO LINE ASSIGNMENT	369
23-R	JOB-SHARE (JS) I/E.....	371
SECTION 24 - INSURANCE.....		380
24-A	PLANS AND ELIGIBILITY.....	380
24-B	ACTIVE PILOT MEDICAL BENEFITS, INCLUDING PRESCRIPTION DRUG BENEFITS	382
24-C	ACTIVE PILOT DENTAL BENEFITS.....	385
24-D	ACTIVE PILOT VISION BENEFITS.....	387
24-E	ACTIVE PILOT FLEXIBLE SPENDING ACCOUNT PLANS.....	387
24-F	RETIREE MEDICAL BENEFITS	387
24-G	ACTIVE HEALTH REIMBURSEMENT ACCOUNT (ACTIVE HRA) VEBA AND RETIREE HEALTH ACCOUNT (RHA) VEBA.....	393

24-H	LTD PLAN	396
24-I	ACTIVE LIFE & ACCIDENT INSURANCE	403
24-J	GENERAL	404
SECTION 25 - DURATION		415
25-A	AMENDABLE DATE	415
25-B	INCORPORATION OF OTHER AGREEMENTS	415
25-C	ALPA RATIFICATION PROCESS	416
LETTERS OF AGREEMENT		418
LOA 12-01	GUAM FLYING	419
LOA 12-03	TRIP TRADING	429
LOA 12-04	MEDICAL AND DENTAL RATE SETTING	435
LOA 12-05	LONG TERM DISABILITY PLAN TRANSITION	447
LOA 12-06	UNION SECURITY AND CHECK-OFF	458
LOA 12-07	IPADS	472
LOA 12-08	PROFESSIONAL STANDARDS	474
LOA 12-09	UNITED EXPRESS JOB OPPORTUNITIES FOR FURLOUGHED UNITED PILOTS	478
LOA 12-10	HIMS PROGRAM	482
LOA 12-11	UAX PERFORMANCE INFORMATION	484
LOA 12-13	CRAF/AMC/AMC MEDEVAC	486
LOA 12-14	ASSOCIATION BUSINESS	505
LOA 18-05	LOSS OF RUSSIAN AIRSPACE	517
LOA 20-01	VOLUNTARY ENHANCED LEAVES AND LINE OPTIONS	520
LOA 20-03	PILOT VOLUNTARY SEPARATION LEAVE	524
LOA 23-01	IMPLEMENTATION OF THE UPA 2023 CONTRACT AMENDMENTS	530
LOA 23-02	RATIFICATION BONUS LOA	543
LOA 23-03	COMPRESSED LINE LOA	546
LOA 23-05	PILOT ELECTRONIC NOTIFICATION LOA	552
MEMORANDA OF UNDERSTANDING		554
MOU 12-01	WORKERS' COMPENSATION BENEFITS (ILLINOIS)	555
MOU 12-02	JFK MEMORIAL	556
MOU 12-03	KC DELAY REPORTING	557
MOU 12-04	LONGEVITY FOR PASS TRAVEL	559
MOU 12-05	570 SENIORITY DATES	560
MOU 12-07	PARENT AGREEMENT	561
MOU 14-01	FATIGUE RISK MANAGEMENT DATA COLLECTION	563
MOU 16-01	CLARIFICATION OF SECTIONS 3-C-3-E, 5-B-2-B-(1) AND 5-B-2-C-(1)	566
MOU 17-01	ADMINISTRATION OF LTD PAYROLL DEDUCTIONS	568
MOU 20-01	COVID-19 VIRUS	571
MOU 21-02	FSAP MOU 2021	573
MOU 21-03	OPERATIONS FAMILIARIZATION FOR NEW-HIRE PILOTS	584
MOU 21-04	GUAM RETIREMENT MOVES	587
MOU 21-07	MEDICAL RATE SETTING	589
GRIEVANCE SETTLEMENT		591

Section 1- Recognition, Scope and Career Security

1-A Recognition

The Air Line Pilots Association, International (the "Association"), has furnished the Company evidence that a majority of the airline pilots and flight instructors employed by the Company have designated the Association to represent them and in their behalf negotiate and conclude an agreement with the Company as to hours of labor, wages and other employment conditions covering the pilots and flight instructors in the employ of the Company in accordance with the provisions of Title II of the Railway Labor Act, as amended and the certifications issued by the National Mediation Board in Case Nos. R-7305 and R-7306.

1-B Scope

The Pilots and flight instructors on the Seniority List (the "United Pilots," or "United pilots," "Company Pilots," or "Company pilots") shall have the sole and exclusive right to perform, train, and be trained to perform Company Flying and operate Company Aircraft in accordance with the terms and conditions of this agreement or any other applicable agreement or agreements between the Company and the Association (together, the "Agreement").

1-B-1 Company Flying

Except as provided in Section [1-B-2](#), "Company Flying" includes without limitation all commercial flight operations of any sort whatsoever, whether revenue, nonrevenue, scheduled or unscheduled, conducted (i) by or for the Company or a Company Affiliate, or (ii) by the Company or a Company Affiliate for other air carriers, (iii) by an Entity managed by or under the Control of the Company or a Company Affiliate, or (iv) pursuant to an agreement or arrangement with the Company or Company Affiliate not permitted by Sections [1-C](#) or [1-D](#).

1-B-1-a All ferry or delivery flights that are not included in the exception to Company Flying contained in Section [1-B-2](#) (i) below will be performed by Pilots on the United Pilots Seniority List.

1-B-1-a-(1) Notwithstanding Section [1-B-1-a](#) above, if the Company assigns engineering or test pilots not on the United Pilots Seniority List to operate a new aircraft delivery flight, the Company will be required to remove a line crew in accordance with Section [20-Q-15](#) (hereafter, "FBO"). Such operation by engineering or test pilots shall be limited to transferring the aircraft from the manufacturer's facility or home airfield to the United station at which modifications for introduction to line service are performed. Line Pilots shall operate the flight out of the United station once modifications are complete.

1-B-1-a-(2) The Company may request any additional relief from Section [1-B-1-a](#) on a case by case basis from the MEC Chairman.

1-B-1-b Notwithstanding Section [1-B-1](#) above, if two line crews refuse an aircraft for any reason, the Company may assign engineering or test pilots not on the United Pilots Seniority List to operate a ferry flight to reposition the aircraft. The Company is not required to FBO a line crew for any such ferry flight.

1-B-2 Not Included in Company Flying

Company Flying does not include flight operations that are (i) normally performed by the Company's engineering and test pilots, provided such flights either require performance of diagnostic tests which Pilots who perform Company Flying are not trained to perform or involve flights that take off and land at the same facility with no intermediate stop, or (ii) conducted by a United Express Carrier pursuant to Section [1-C-1](#), or (iii) conducted by a Domestic Air Carrier pursuant to Section [1-C-2](#), or (iv) conducted by a Foreign Air Carrier pursuant to Section [1-C-3](#), or (v) conducted by an Affiliate with which the Company is engaged in an Operational Merger following a Merger Transaction but before the Operational Merger subject to Section [1-D](#), or (vi) conducted by any other air carrier in accordance with an Industry Standard Interline Agreement.

1-B-2-a Flights that "require performance of diagnostic tests which pilots who perform Company Flying are not trained to perform", as stated in Section [1-B-2\(i\)](#) above, refers to any flights designated as Group 2 Non-Routine flight operations as defined by the FAA in Supplement to InFO 08032 dated May 16, 2008, in which such tests are required.

1-B-2-b On a flight covered by Section [1-B-2\(i\)](#) above, where one or more diagnostic test is required, engineering or test pilots not on the United Pilots Seniority List may continue to fly the aircraft following such diagnostic test(s) to any location the Company deems appropriate and the Company will not be required to FBO a line crew for any such flight. Once the test flight is complete and the aircraft has landed, further repositioning of the airplane by engineering or test pilot crews will require the Company to FBO a line crew for any such flight.

1-B-2-c If the Company assigns engineering or test pilots not on the United Pilots Seniority List to conduct one or more diagnostic test, pursuant to Section [1-B-2\(i\)](#) above, in order to determine if any aircraft system is discrepant (i.e. operating outside of the range of acceptable tolerance), the Company is required to FBO a line crew if (1) there was no indication before the diagnostic test(s) was conducted that any aircraft system may be discrepant, and (2) the aircraft does not take off and land at the same facility, even if the test is deemed necessary by a Company representative authorized to order such diagnostic tests. However, the Company is not required to FBO a line crew when such diagnostic tests are performed following maintenance on an aircraft to verify there are no discrepant aircraft systems per the General Maintenance Manual.

1-B-2-d The Association shall be provided reports on at least a monthly basis of flights flown by engineering or test pilots conducted under Section [1-B-2\(i\)](#) above. These reports will contain flight information and identify specific aircraft issues requiring the test flight. The Company will provide ALPA access necessary to verify pilots assigned to each such flight.

1-B-3 Pilot Training

Neither the Company nor a Company Affiliate shall enter into any agreement or arrangement with any person who is not employed by the Company to conduct or supervise United training or to utilize United training facilities to train other pilots, including without limitation all United Pilot training historically performed at the Pilot Training Centers, except that the Company may:

1-B-3-a Use retired or disability retired United Pilots who perform the present duties of a flight technical instructor in the Pilot Training Centers as consultants to the Company while under the Company's supervision;

1-B-3-b Permit aircraft manufacturers or other qualified organizations to conduct initial training of United flight training personnel on new aircraft Equipment types;

1-B-3-c Sell its training services to third parties using United Pilot Instructors, provided that such services are not used for the training of pilots to operate aircraft for any air carrier during a labor dispute; or

1-B-3-d Dry lease training assets to another airline, FAR Part 142 certificate holder, aerospace company or governmental agency to perform training for pilots provided that such assets are not used for the training of pilots to operate aircraft for any air carrier during a labor dispute.

1-C Code Sharing, Marketing, Ownership and Other Arrangements

Except as provided in Sections [1-C-1](#), [1-C-2](#), and [1-C-3](#), neither the Company nor a Company Affiliate shall enter into any agreement or arrangement that permits any other air carrier to conduct commercial flight operations under the United trade name, brand, logo, trademarks, service marks, or aircraft livery, or any Designator Code currently or in the future owned or used by the Company or a Company Affiliate.

1-C-1 United Express Flying

1-C-1-a The Company or a Company Affiliate may enter into agreements with other air carriers to conduct United Express Flying only in accordance with Section [1-C-1](#). “United Express Flight” or “United Express Flying” means a Flight or Flights by a Domestic Air Carrier or Foreign Air Carrier that satisfies all of the following four (4) criteria: i) in Regional Aircraft, ii) utilizing an air carrier operating certificate other than the Company’s, iii) conducted using the Company’s Designator Code and the United Express or similar brand or pursuant to a Revenue Share Agreement, and iv) operating in Markets within the United States and Territories or between the United States and Territories and Foreign Airports or between Foreign Airports, except that “United Express Flight” or “United Express Flying” does not include Flights or flying conducted by an air carrier pursuant to Section [1-C-2](#).

1-C-1-a-(1) United Express Carriers may operate United Express Flying under the following limitations:

1-C-1-a-(1)-(a) 37-Seat Turboprop Aircraft; and

1-C-1-a-(1)-(b) 50-Seat Aircraft, provided that such aircraft do not number more than ninety percent (90%) of the number of single aisle aircraft in the Company Fleet; and

1-C-1-a-(1)-(c) Up to a total of 255 76-Seat Aircraft plus 70-Seat Aircraft (“76/70-Seat Aircraft”), of which up to 153 may be 76-Seat Aircraft.

1-C-1-b At least eighty percent (80%) of all United Express Flights each month shall be under 900 statute miles.

1-C-1-c The Company or a Company Affiliate may create, acquire, Control, manage, take an Equity interest in, enter into Code Share Agreements with, or sell, lease or transfer aircraft to United Express Carriers that comply with the provisions of Section [1-C-1](#), without the flight operations of such air carrier being considered Company Flying or the aircraft of such air carrier being considered Company Aircraft.

1-C-1-d Hubs

In any Rolling Twelve-Month Period, the number of block hours of United Express Flying operated by United Express Carriers as a group non-stop between current or future Company Hubs may not exceed five percent (5%) of all United Express Flying as a percentage of the total block hours of United Express Flying. A pair of Flights by a United Express Carrier operated under a single flight number in which one Flight is scheduled to originate at a Company Hub and the second Flight is scheduled to terminate at a second Company Hub shall be included within the five percent (5%) limitation, unless the Company imposes an IATA Standard Schedules Information Manual Type “A” Traffic Restriction Code on the through itinerary that shall suppress the display of such itinerary.

1-C-1-e Connecting Operations

United Express Carriers as a group shall Schedule at least ninety percent (90%) of their United Express Flying Non-Stops into or out of the following airports: IAD, DCA, MIA, LGA, EWR, JFK, ORD, DEN, LAX, SFO, SEA, BOS, PDX, PHX, LAS, SJC, SAN, IAH, CLE, GUM, any airport within thirty (30) statute miles of any of the foregoing, any other airport with fifty (50) or more scheduled daily departures of Company Flying, and any other airport that the parties later agree to add to this list. Up to five percent (5%) of United Express Flying flights may be applied toward satisfying this requirement even if such flights include multiple stops, as long as such flights i) originate or terminate at one of the foregoing airports, ii) maintain a single flight number on a single aircraft for all the legs of such flight to or from such airport, and iii) operate with scheduled intermediate stops of less than two (2) hours.

1-C-1-f Scheduled Aircraft Block Hours of United Express Flying as Percentage of Block Hours of Company Flying on Single-Aisle Aircraft

1-C-1-f-(1) In any Rolling Twelve-Month Period the Company shall not Schedule or permit the Scheduling of aircraft block hours of United Express Flying (excluding block hours operated by 37-Seat Turboprop Aircraft) exceeding the maximum percentage of Scheduled aircraft block hours of Company Flying on single-aisle Company Aircraft (“Max. % of UAXBH to SBH”) set forth in the following chart. Cells 1 to 8 state the number of 76-Seat Aircraft operated in United Express Flying (cells 2 through 8 show an increase in the number of such 76-Seat Aircraft if added under Section [1-C-1-g](#)). Cells 9 through 16 state the Max. % of UAXBH to SBH that the Company must maintain based on the number of 76-Seat Aircraft in cells 1 through 8. The measurement for the twelve (12) months in any Rolling Twelve-Month Period shall be made on a weighted basis by the number of 76-Seat Aircraft in United Express Flying in each month.

Number of 76-Seat Aircraft Operated In United Express Flying		Max. % of UAXBH to SBH	
1.	Zero to 153	9.	120%
2.	154-163	10.	111%

Number of 76-Seat Aircraft Operated In United Express Flying		Max. % of UAXBH to SBH	
3.	164-173	11.	104%
4.	174-183	12.	97%
5.	184-193	13.	90%
6.	194-203	14.	83%
7.	204-213	15.	76%
8.	214-223	16.	68%

1-C-1-f-(2) The Company shall be excused from compliance with Section [1-C-1-f-\(1\)](#) for the period of time that a Circumstance Beyond the Company's Control is the cause of such non-compliance.

1-C-1-g Number of 76-Seat Aircraft

If the Company adds New Small Narrowbody aircraft to the Company Fleet, then on or after January 1, 2016, the number of permitted 76-Seat Aircraft may increase from 153 (as permitted under Section [1-C-1-a-\(1\)-\(c\)](#)) up to a total of 223 76-Seat Aircraft, and the number of permitted 76/70-Seat Aircraft may increase from 255 (as permitted under Section [1-C-1-a-\(1\)-\(c\)](#)) up to a total of 325 76/70-Seat Aircraft, except that once the number of 76/70-Seat Aircraft exceeds 255, then the number of 70-Seat Aircraft may not be more than 102. 76-Seat Aircraft (above 153 such Aircraft) may be added on a one 76-Seat Aircraft for each one and one quarter New Small Narrowbody Aircraft (1:1.25) ratio (rounded to the closest integer). In addition, in the event more than 153 76-Seat Aircraft are in United Express Flying, the Company shall remove from United Express Flying a number of 50-Seat Aircraft determined as follows:

1. "FSFC" is the number of 50-Seat Aircraft in United Express Flying on the date that the 154th 76-Seat Aircraft enters United Express Flying.
2. Subtract 125 from FSFC.
3. Divide the number resulting from step 2 by seventy (70). This results in a factor "X" rounded to the second decimal place.
4. For each 76-Seat Aircraft added to United Express Flying above 153, remove from United Express Flying a number of 50-Seat Aircraft no less than X, with the resulting number of 50-Seat Aircraft to be removed, rounded to the closest integer.
5. Example 1: If the number of 50-Seat Aircraft in United Express Flying is 334, then FSFC-125 equals 209; when 209 is divided by seventy (70), then X = 2.99
6. Example 2: If the number of 50-Seat Aircraft in United Express Flying is 488, then FSFC-125 equals 363; when 363 is divided by seventy (70), then X = 5.19.

For the phrase “rounded to the closest integer,” in step 4, the values .1 to .4 shall be rounded down to the next lower whole number and the values .5 to .9 shall be rounded up to the next higher whole number.

1-C-1-g-(1) If on January 1, 2016, or any succeeding January 1 thereafter, the number of 50-Seat Aircraft in United Express Flying exceeds the maximum permitted number, the Company shall require United Express Carriers that engage in United Express Flying to suspend or cease operations on a sufficient number of 50-Seat Aircraft or 76-Seat Aircraft to comply with these requirements within sixty (60) days and to remain in compliance thereafter. The Company shall be excused from compliance with the provisions of this Section [1-C-1-g-\(1\)](#) in the event a Circumstance Beyond the Company’s Control is the cause of such non-compliance

1-C-1-h Effect of Furlough

If a Pilot on the Seniority List with an employment date prior to September 29, 2023 is placed on furlough, the Company shall convert all 76-Seat Aircraft for operation as 70-Seat Aircraft. The number of such aircraft shall continue to be limited as though they were being operated as 76-Seat Aircraft. The Company may again commence operating such Aircraft as 76-Seat Aircraft effective on the date that the most junior Pilot protected by the first sentence of this Section [1-C-1-h](#) is not on Involuntary Furlough.

1-C-1-i United Express Carrier Branding

Aircraft operated in United Express Flying may bear the Company’s logo or aircraft livery only if such aircraft bear the name United Express or similar name connoting a connection with United Airlines (but such United Express Flying operations may not be conducted under the name United Airlines or other names used by the Company).

1-C-1-j Hiring of Furloughed Pilots

Pursuant to Letter of Agreement 12-09, no Domestic United Express Carrier which does not comply with the requirements of Letter of Agreement 12-09 with respect to the hiring of furloughed United Pilots may operate 70-Seat Aircraft or 76-Seat Aircraft.

1-C-2 Domestic Code Share Agreements

The Company or a Company Affiliate may enter into or maintain a Code Sharing Agreement with Domestic Code Share Carriers that permit such carriers to apply the Company’s Designator Code to their operations only in accordance with this Section [1-C-2](#). For purposes of this Section [1-C-2](#), Flights conducted by Affiliates of the Domestic Code Share Carrier or United Express Carriers under agreement with and under the Designator Code of the Domestic Air Carrier shall be considered Flights conducted by that Domestic Air Carrier to the extent they are conducted pursuant to the applicable Domestic Code Sharing Agreement.

1-C-2-a The Company may maintain the existing Domestic Code Sharing Agreements with Great Lakes, Gulfstream/Silver Airways, and Cape Air, provided those Domestic Air Carriers only operate Regional Aircraft.

1-C-2-b The Company may enter into or maintain Domestic Code Sharing Agreements for flight operations between airports within Alaska and Hawaii.

1-C-2-c The Company may maintain and enter into additional Domestic Code Sharing Agreements with Domestic Code Share Carriers subject to the following restrictions:

1-C-2-c-(1) Hub to Hub Flights

The Company shall not permit Domestic Code Share Flying between Company Hubs or to or from a Company Hub unless such Flying is between a Company Hub and the applicable Domestic Code Share Carrier's Hub. The number of ASMs of code sharing flying conducted by the Domestic Code Share Carrier from the Company's Hubs to the Domestic Code Share Carrier's Hubs cannot exceed the Domestic Code Share Carrier Hub ASM Ratio (as defined below):

For each Domestic Code Share Carrier, a ratio (the "Domestic Code Share Carrier Hub ASM Ratio") will be determined by dividing the number of ASMs of all Hub to Hub Flights (i.e., between the applicable Domestic Code Share Carrier's Hubs and Company Hubs) scheduled to be operated by such Domestic Code Share Carrier on aircraft other than Regional Aircraft by the number of domestic ASMs of all Hub to Hub Flights scheduled to be operated by the Company during the twelve (12) full calendar months immediately prior to the effective date of the Domestic Code Sharing Agreement with the Domestic Code Share Carrier. The last day of the twelve-month period shall be the "Ratio Date" with respect to such Domestic Code Share Carrier.

For each Rolling Twelve-Month Period measured each calendar month (with the first measurement occurring the twelfth (12th) calendar month after the Ratio Date), the ratio between the number of domestic ASMs of Hub to Hub Flights scheduled by the Domestic Code Share Carrier bearing the Company's Designator Code and the number of ASMs of Hub to Hub Flights scheduled by the Company bearing the Domestic Code Share Carrier's designator code (the "Schedule Ratio") shall not exceed 120% of the Domestic Code Share Carrier Hub ASM Ratio.

1-C-2-c-(2) System Flights

The number of ASMs in flights conducted by the Domestic Code Share Carrier carrying the Company's code may not exceed the Domestic Code Share Carrier ASM Ratio (as defined below):

For each Domestic Code Share Carrier, a ratio (the "Domestic Code Share Carrier ASM Ratio") will be determined by dividing the number of ASMs scheduled to be operated by the Domestic Code Share Carrier in aircraft other than Regional Aircraft by the number of ASMs of all flights scheduled to be operated by the Company during the twelve (12) full calendar months immediately prior to the effective date of the Code Share Agreement with the Domestic Code Share Carrier. The last day of the applicable twelve (12) month period shall be the "Ratio Date" with respect to such Domestic Code Share Carrier.

For each Rolling Twelve-Month Period measured each calendar month (with the first (1st) measurement occurring the twelfth (12th) calendar month after the Ratio Date), the ratio between the number of ASMs of Domestic Code Sharing Agreement Flights scheduled by the Domestic Code Share Carrier bearing the Company's designator code in aircraft other than Regional Aircraft and the number of ASMs of Domestic Code Sharing Agreement

Flights scheduled by the Company bearing the Domestic Code Share Carrier's designator code (the "Domestic Code Share Carrier Schedule Ratio") shall not exceed 115% of the Domestic Code Share Carrier ASM Ratio. For example, if the Domestic Code Share Carrier ASM Ratio is 1.5 (i.e., the Domestic Code Share Carrier had fifty percent (50%) more scheduled ASMs in aircraft other than Regional Aircraft than the Company in the measurement period), then the number of ASMs scheduled to be operated by the Domestic Code Share Carrier bearing the Company's Designator Code in aircraft other than Regional Aircraft may not be more than 1.725 times the number of ASMs scheduled to be operated by the Company bearing the Domestic Code Share Carrier's Designator Code. As a further example, if the Domestic Code Share Carrier ASM Ratio is 0.5 (i.e., the Domestic Code Share Carrier has one-half (1/2) of the scheduled ASMs of the Company in the measurement period in aircraft other than Regional Aircraft), then the number of ASMs scheduled to be operated by the Domestic Code Share Carrier bearing the Company's Designator Code in such aircraft may not be more than 0.575 times the number of ASMs scheduled to be operated by the Company bearing the Domestic Code Share Carrier's Designator Code.

The provisions of this Section [1-C-2-c-\(2\)](#) shall have been satisfied in connection with a Domestic Code Sharing Agreement with a Domestic Code Share Carrier that at the time operates fewer than one-half (1/2) of the number of ASMs operated by the Company, if the number of ASMs of Domestic Code Sharing Agreement Flights scheduled by the Domestic Code Share Carrier bearing the Company's Designator Code equals no more than 125% of the number of ASMs of Domestic Code Share Flights scheduled by the Company bearing the Domestic Code Share Carrier's Designator Code.

1-C-2-d Identity

The Company may conduct joint marketing efforts with Domestic Air Carriers with which it is engaging in Domestic Code Share Flying but shall maintain a primary operating, corporate, and marketing identity (including an independent and separate name, trade name, logo, aircraft livery, trademarks, and service marks), separate and apart from the identity of the Domestic Code Share Carriers. Nonetheless, the Company may operate aircraft bearing the logo of the alliance in which the Company participates (in addition to and smaller than the Company's logo) and may market its Flights using the alliance marketing identity in addition to, but less prominent than, its own. Further, the Company may operate aircraft up to three percent (3%) of the Company fleet bearing the livery of the alliance in which the Company participates, including the names, colors, and logos of all of the alliance's airlines.

1-C-3 Foreign Air Carrier Code Share Agreements

In any Rolling Twelve-Month Period the Company shall not Schedule or permit the Scheduling of aggregate ASMs of Foreign Code Share Flying operated by any Foreign Air Carrier that is not party to a Revenue Share Agreement with the Company or Company Affiliate between the United States and Territories and a Foreign Airport exceeding 125% of the aggregate Scheduled ASMs of Company Flying bearing that Foreign Air Carrier's Designator Code. Further, the Company or a Company Affiliate may enter into or maintain Code Share Agreements and Revenue Share Agreements with Foreign Air Carriers that permit such carriers to utilize the Company's Designator Code on such carriers' Flights between the United States and Territories and Foreign Airports or

between two Foreign Airports (“Foreign Code Share Flying”) only in accordance with Sections [1-C-3-a](#) through [1-C-3-c](#). For clarification purposes, the first sentence of Section [1-C-3](#) applies to a Foreign Code Share Agreement where there is no Revenue Share Agreement; Sections [1-C-3-a](#), [1-C-3-b-\(1\)](#), and [1-C-3-b-\(2\)](#) apply to Flights operated under either a Foreign Code Share Agreement or a Revenue Share Agreement with a Foreign Air Carrier, and Sections [1-C-3-b-\(3\)](#) and [1-C-3-c](#) apply where the Flights are operated under both a Foreign Code Share Agreement and a Revenue Share Agreement with the applicable Foreign Air Carrier.

1-C-3-a Geographical Limits

The Company shall not Schedule or permit the Scheduling of Foreign Code Share Flying from or to a Company Hub unless the other airport in the Market (i) is a Hub of the applicable Foreign Air Carrier (including such carrier’s Foreign Air Carrier Affiliates) outside the United States or (ii) is another Foreign Airport in a country which contains a Hub of such Foreign Air Carrier (including such carrier’s Foreign Air Carrier Affiliates).

1-C-3-b Flying Ratios

1-C-3-b-(1) For each Foreign Air Carrier which is a party to a Code Share Agreement, with respect to International Routes on which the Company has scheduled service, a differential (the “Foreign Air Carrier Flight Differential”) will be determined by comparing the average number of scheduled Flights per day operated on an International Route by the Company with the average number of scheduled Flights per day operated on the same International Route by the Foreign Air Carrier (including Flights operated by Affiliates of such Foreign Air Carrier) either:

1-C-3-b-(1)-(a) During the twelve (12) full calendar months immediately prior to December 30, 2012 (if the Foreign Air Carrier was a party to a Code Share Agreement on December 30, 2012), or

1-C-3-b-(1)-(b) During the twelve (12) full calendar months immediately prior to the effective date of the Code Share Agreement with the Foreign Air Carrier (if the Foreign Air Carrier was not a party to a Code Share Agreement on December 30, 2012).

1-C-3-b-(2) The Company may not place its Designator Code on any Foreign Air Carrier Flight on the shared International Route which would exceed the Differential number of Flights by more than two (2) (also accounting for the number of such Flights of the Company in this Market bearing the Foreign Air Carrier’s Designator Code and accounting for the number of Flights of the Affiliates of the Foreign Air Carrier in this Market).

1-C-3-b-(2)-(a) For example, if the Company had two (2) regularly scheduled daily Flights and the Foreign Air Carrier and its Affiliates had six (6) between EWR and CDG during the applicable twelve-month measurement period in Section [1-C-3-b-\(1\)](#), the Foreign Air Carrier Flight Differential would be four (4).

1-C-3-b-(2)-(b) If during a subsequent Rolling Twelve-Month Period the Company had three (3) flights between EWR and CDG, all with the Foreign Air Carrier’s Designator Code, then the Company could place its Designator Code on a maximum of nine (9) of the Foreign Air Carrier Flights between EWR and CDG. This maximum of nine (9) of the

Foreign Air Carrier Flights between EWR and CDG in this example is derived by adding 4 (the Foreign Air Carrier Flight Differential) plus 3 (the number of Company Flights bearing the Foreign Air Carrier's Designator Code) plus two (2) (the Section [1-C-3-b-\(2\)](#) limit).

1-C-3-b-(3) In the event the Company or a Company Affiliate enters into or maintains a Revenue Share Agreement with one or more Foreign Air Carriers, the Scheduled block hours of Company Flying between the United States and Territories and the foreign country or countries covered by the applicable Revenue Share Agreement in each Rolling Twelve-Month Period shall be not less than ninety percent (90%) of the Scheduled block hours of Company Flying between the United States and Territories and foreign countries covered by the applicable Revenue Share Agreement either:

1-C-3-b-(3)-(a) During the twelve (12) full calendar months immediately prior to December 30, 2012 (if the Foreign Air Carrier was a party to a Revenue Share Agreement on December 30, 2012) (a "Base Period"), or

1-C-3-b-(3)-(b) During the twelve (12) full calendar months immediately prior to the effective date of the Revenue Share Agreement with the Foreign Air Carrier (if the Foreign Air Carrier was not a party to a Revenue Share Agreement on December 30, 2012) (a "Base Period").

1-C-3-b-(4) If the aggregate of Scheduled block hours flown between the United States and Territories and Foreign Airports within the geographic scope of the applicable Revenue Share Agreement by all Domestic Air Carriers (excluding Company Flying) decreases during a Rolling Twelve-Month Period in comparison to the applicable Base Period, the percentage required by Section [1-C-3-b-\(3\)](#) for that Rolling Twelve-Month Period shall be reduced by fifty percent (50%) of the percentage of that decrease in Scheduled block hours.

1-C-3-c Revenue Limitations Under Revenue Share Agreements with Foreign Air Carriers

Measured on a Rolling Twelve-Month basis for each Revenue Share Agreement, the Company's revenue from that Revenue Share Agreement associated with Flights that are 1) operated by the Company between the United States and Territories and Foreign Airports or between Foreign Airports, and 2) covered by the applicable Revenue Share Agreement, shall not exceed 130% of the total revenue onboard Company Flights that are 1) operated by the Company between the United States and Territories and Foreign Airports or between Foreign Airports, and 2) covered by the applicable Revenue Share Agreement. For purposes of this provision, total revenue onboard Company Flights equals the prorated segment passenger revenue as recognized by the Company's business revenue accounting systems used in the Company's public reports.

For example, if, during a Rolling Twelve-Month period, 1) total revenue onboard Company Flights between the United States and Foreign Airports or between Foreign Airports covered by a Revenue Share Agreement equals \$5.872B, and 2) the Company receives an additional \$100M under the applicable Revenue Share Agreement associated with these same Flights (meaning that the Company receives total revenue under the Revenue Share Agreement

associated with these Flights of \$5.972B), then 3) the percentage of the Company's revenue associated with these Flights under the Revenue Share Agreement (\$5.972B) would be 101.7% of the Company's onboard revenue for these Flights (\$5.872B), because \$5.972B divided by \$5.872B results in 101.7%. Since this 101.7% would be smaller than the 130% limit, the Company in this example would be in compliance with Section [1-C-3-c](#).

As another example: if, during a Rolling Twelve-Month period, 1) there are no Company Flights covered by a Revenue Share Agreement, meaning that total revenue onboard Company Flights under this Revenue Share Agreement equals \$0, then 2) the Company may not receive any revenue under the applicable Revenue Share Agreement, because the Company receipt of such revenue would exceed the 130% limit in Section [1-C-3-c](#).

1-C-3-d Identity

The Company shall maintain a separate identity from Foreign Air Carriers engaged in Foreign Code Share Flying to the same extent as required in Section [1-C-2-d](#) in regard to Domestic Code Share Carriers.

1-C-3-e Cabotage

The Company shall join the Association in strongly opposing any changes in U.S. law that would permit Foreign Air Carriers to engage in cabotage. If U.S. law is changed to permit cabotage, the Company shall not allow its Designator Code to be used on Flights of Foreign Air Carriers carrying local revenue passengers or cargo or mail traffic between airports within the United States and Territories.

1-C-3-f Control

Without limitation to any other restriction set forth in this Section [1](#) and only as a clarification regarding limits on Company operations under this Section [1](#), the Company shall not continue any portion of an existing agreement or arrangement, or enter into any new agreement or arrangement, for creation of a new Foreign Air Carrier over which the Company has Control, and which operates Flights between the United States and Territories and any Foreign Airport (e.g., Aer Lingus joint venture).

1-C-3-g Crew Complement

The Company shall meet and discuss with the Association if any Foreign Air Carrier with whom United has a relationship described in Section [1-C-3](#) does not require two (2) pilots to be on the aircraft flight deck on any aircraft with a maximum takeoff weight in excess of 12,500 pounds.

1-C-4 Block Space

The Company may enter into block space arrangements with other carriers (i.e., the advance purchase or reservation of blocks of seats on other carriers for resale by the Company) only:

1-C-4-a On flights which carry the Company's Designator Code pursuant to Sections [1-C-1](#), [1-C-2](#) and [1-C-3](#), provided that the right to enter into block space arrangements does not override any restrictions in any of those Sections and may only be implemented to the extent consistent with such Sections;

1-C-4-b On a limited number of occasions where United Vacations or Mileage Plus from time to time purchases block seats in order to provide connecting service as part of group vacation packages where such service or seats on such service are not available from the Company; or

1-C-4-c On other occasions, limited in number and consistent with the Company's limited practices as of December 30, 2012, where the Company from time to time purchases seats for connecting passengers over routes on which the Company does not maintain operating authority.

1-C-5 Enforcement

1-C-5-a If in any three (3) consecutive calendar month period following the applicable date, the Flight Differential, block hour percentage, or ASM ratio requirements of Sections [1-C-2-c-\(1\)](#), [1-C-2-c-\(2\)](#), [1-C-3](#), [1-C-3-b-\(2\)](#), or [1-C-3-b-\(3\)](#) are not satisfied, then the Company shall promptly take any of the following actions as applicable within ninety (90) days of the date the Association notifies the Company that it has not satisfied the applicable requirement:

1-C-5-a-(1) Add or delete the Company Designator Code to or from one or more Flights of the applicable air carrier(s), or

1-C-5-a-(2) Add or delete the applicable air carrier's Designator Code to or from the applicable Company Flights, or

1-C-5-a-(3) Add Company Flying.

1-C-5-b The Company shall be excused from compliance with Sections [1-C-2-c-\(1\)](#), [1-C-2-c-\(2\)](#), [1-C-3](#), [1-C-3-b-\(2\)](#), or [1-C-3-b-\(3\)](#) for the period of time that a Circumstance Beyond the Company's Control is the cause of such non-compliance.

1-C-5-c If the Company, a Domestic Code Share Carrier or a Foreign Air Carrier merges with another air carrier so as to form a single carrier with a single pilot seniority list and a single pilot collective bargaining agreement, the ASM Ratios, the Hub ASM Ratios and the Foreign Air Carrier Flight Differential provided for in Sections [1-C-2-c-\(1\)](#), [1-C-2-c-\(2\)](#), [1-C-3](#), [1-C-3-b-\(2\)](#), or [1-C-3-b-\(3\)](#), shall be appropriately adjusted by adding the relevant numbers of the other air carrier party to the merger (and any flights of Domestic Code Share Flying scheduled to be operated by the Domestic Code Share Carrier in aircraft other than Regional Aircraft whose ASMs are counted as Domestic Code Share Carrier ASMs pursuant to Sections [1-C-2-c-\(1\)](#) or [1-C-2-c-\(2\)](#)) to the relevant numbers of the Company or the Domestic Code Share Carrier, as the case may be, with such numbers to be measured during the twelve (12) full calendar months immediately prior to the effective date of the merger. In connection with such adjustment, in addition to the other carrier's Hubs and Company Hubs, each Hub of the air carrier party to the merger shall be considered a Company Hub or a Hub of the other carrier, as the case may be, if such air carrier scheduled during any month in such six month period an average of fifty (50) or more daily departures therefrom.

1-D Successorship

1-D-1 Successorship Transactions

The Company and its Parent shall require any successor, assign, assignee, transferee, administrator, executor and/or trustee of the Company or its Parent (a "Successor") resulting

from the transfer (in a single transaction or in multistep transactions) to the Successor of the ownership of fifty percent (50%) or more of the Equity of the Company or Parent or fifty percent (50%) or more of the value of the assets of the Company, or Control of the Company (a “Successorship Transaction”), to continue to recognize and treat with the Association as the representative of the United Pilots, to employ or cause the Company or Successor, as applicable, to continue to employ the United Pilots in accordance with the provisions of the Agreement and to assume and be bound by the Agreement, and, if the Successor is an air carrier or an Entity that Controls an air carrier, to abide by the Merger Transaction provision set forth in Section [1-D-4](#).

1-D-2 Successorship Agreements.

The Company and its Parent shall not consummate a Successorship Transaction unless the potential Successor agrees in writing, as an irrevocable condition of the Successorship Transaction, to assume and be bound by the Agreement, to recognize the Association as the representative of the Company’s Pilots, to guarantee that the Pilots on the United Pilots’ System Seniority List shall be employed by the Successor in accordance with the provisions of the Agreement and, if the Successor is an air carrier or an Entity that Controls an air carrier, to abide by the Merger Transaction provisions set forth in Section [1-D-4](#).

1-D-3 Competing Proposal

In the event the Company or its Parent receives a proposal (a “Proposal”) for a transaction which would result in a Successor if completed, and the Company or its Parent determines to pursue or facilitate the Proposal, the Company or its Parent shall in good faith seek to provide the Association with the opportunity to make a competing Proposal at such time and under such circumstances as the Board of Directors of UAH or the Company reasonably determines to be consistent with its or their fiduciary duties.

1-D-4 Merger Transactions

If the acquiring Entity in a Successorship Transaction is an air carrier or an Entity that Controls an air carrier or if the Company or its Parent acquires Control of or merges with another air carrier or Entity that Controls an air carrier other than a United Express Carrier (any of the foregoing, a “Merger Transaction”), the following provisions shall apply to the acquiring or acquired carrier, as applicable (the “Other Air Carrier”) and the Company (collectively, the “Carrier Parties”).

1-D-4-a Following announcement of a Merger Transaction, the Carrier Parties shall promptly commence negotiations with the Association and the collective bargaining representative, if any, of pilots employed by the Other Air Carrier (collectively, the “Union Parties”) for a Transition and Process Agreement that shall include the provisions in Sections [1-D-4-a-\(1\)](#) through [1-D-4-a-\(10\)](#) (unless all parties to the negotiation mutually agree otherwise), and such other terms as the parties agree upon. However, unless the parties agree otherwise, the United Pilots shall receive the following protections until the Operational Merger Date or the parties shall take the following actions, in either case whether or not the parties complete a Transition and Process Agreement.

1-D-4-a-(1) The flight operations of the Company and the Other Air Carrier shall remain separated, with pilots employed by each carrier operating each carrier’s pre-merger aircraft under the existing collective bargaining agreement(s) and seniority lists, until the

implementation of an integrated seniority list pursuant to Section [1-D-4-a-\(2\)](#) and a single collective bargaining agreement (the “Operational Merger Date”).

1-D-4-a-(2) The Carrier Parties shall provide the pilots employed by the Company and the Other Air Carrier with the seniority integration rights governed by Association Merger Policy if both pre-transaction pilot groups are represented by the Association and by the McCaskill-Bond Amendment and Sections 3 and 13 of the Allegheny-Mohawk Labor Protective Provisions if both pilot groups are not so represented. The Association agrees that it shall promptly invoke such procedures, provided that such procedures need not be completed and a seniority list need not be established until completion of a single collective bargaining agreement.

1-D-4-a-(3) The Association shall promptly initiate proceedings before the National Mediation Board (“NMB”) for a determination that the Company and the Other Air Carrier constitute a single carrier for purposes of collective bargaining under the Railway Labor Act and for designation of the post-merger representative of the combined pilot group.

1-D-4-a-(4) The Carrier Parties shall promptly begin negotiations with the representative(s) of both carrier’s pilots (i.e., the Union Parties prior to an NMB decision and the single collective bargaining representative certified by the NMB thereafter) for a single collective bargaining agreement governing the merged operations of the carrier with such negotiations to take place under Section 6 of the Railway Labor Act (i) if the Agreement or the collective bargaining agreement or agreements of the other Air Carrier or Air Carriers in the Air Carrier Transaction is then amendable or becomes amendable or (ii) if not, then at the option of either the Company or the Association. Until the effective date of a single collective bargaining agreement or as otherwise agreed by the Association, the Agreement shall continue to apply to the United Pilots.

1-D-4-a-(5) The Carrier Parties shall forbear from interchanging or transferring pilots or aircraft between them.

1-D-4-a-(6) The Carrier Parties shall assure that until the Operational Merger Date the United Pilots shall have the right to operate all aircraft on hand at the Company, all aircraft on firm order to the Company or an Affiliate of the Company (other than an Affiliate engaged only in United Express Flying) and all aircraft acquired by the Company after the public announcement of the Air Carrier Transaction (other than aircraft acquired as a result of the Air Carrier Transaction); provided, however, that nothing herein shall be construed to prevent fleet reductions which the Company can demonstrate are attributable to the retirement of existing aircraft in the normal course of business, to casualty loss or to economic reasons not related to the Air Carrier Transaction.

1-D-4-a-(7) The Carrier Parties shall assure that, in each Rolling Twelve-Month Period until the effective date of the integrated pilot seniority list, the ratios of Scheduled aircraft block hours of Company Flying (i) on single-aisle aircraft, and (ii) on twin-aisle aircraft, to Scheduled aircraft block hours operated by each air carrier in the Air Carrier Transaction (x) on single-aisle aircraft, and (y) on twin-aisle aircraft, respectively, shall in each case equal or exceed ninety-five percent (95%) of the same ratio determined for the period of twelve (12) consecutive calendar months immediately preceding the closing of the Air

Carrier Transaction. The Company shall be excused from compliance with such minimum Scheduled aircraft block hours for the period of time that either a Circumstance Beyond the Company's Control or the retirement of aircraft in the normal course of business as scheduled before the agreement that led to the Air Carrier Transaction causes the Company to reduce or cancel service, or a governmental agency requirement causes the Company to reduce or cancel service as a condition of approval of the Air Carrier Transaction, and that the listed event is the cause of such non-compliance.

1-D-4-a-(8) The Carrier Parties shall assure that no United Pilot as of the date of the announcement of the proposed Air Carrier Transaction shall be placed on furlough from that date until a date not less than one (1) year following the Operational Merger Date.

1-D-4-a-(9) The Carrier Parties shall meet promptly with the Association to negotiate the other possible fence, protective, and transition terms to be in effect until the Operational Merger Date. The Parties shall work together to integrate marketing, reservations systems and livery, to take the steps necessary to secure approval from the Federal Aviation Administration ("FAA") for operation under a single operating certificate, and to take such other steps as will foster their mutual goal of achieving a Complete Operational Merger (meaning, the operation of the two carriers under a single FAA operating certificate, a single transportation system under the Railway Labor Act ("RLA"), and under a joint collective bargaining agreement with an integrated pilot seniority list) at the earliest reasonable time.

1-D-4-a-(10) The Operational Merger Date shall be no later than ninety (90) days following negotiation and ratification, if necessary, of a single collective bargaining agreement and acceptance by the Carrier Parties of the integrated seniority list.

1-D-4-b The Carrier Parties shall accept the outcome of the seniority list integration process set forth in Section [1-D-4-a-\(2\)](#), provided that, solely with regard to a seniority list integrated under Association policy, none of the attendant conditions and restrictions therein: i) require a system flush whereby pilots may displace any other pilots from the latter's position; ii) require a pilot to be compensated for flying not performed (e.g., differential pay for a position not flown); iii) require the cancellation of a vacancy or displacement award for a pilot who has commenced training for that position by attending ground school at the training facility; iv) significantly increase the Company's costs; or v) provide that a pilot shall be displaced from his position by a pilot of the other pre-merger pilot group solely as the result of the implementation of, or the expiration of, any condition or restriction.

1-E Other Labor Protective Provisions

If the Company disposes of or transfers to an air carrier (the "Transferee") (by sale, lease or other transaction, whether directly or indirectly through an Affiliate or lessor or vendor to the Transferee) either (i) seventy-five percent (75%) or more of the gates and other facilities used in Company Flying at any Company Hub or (ii) aircraft or route authority which produced fifteen percent (15%) or more of the Company's operating revenues, block hours, or ASMs during the twelve (12) months immediately prior to the date of the agreement to transfer such aircraft or route authority (the "Transaction Date"), net of revenues, block hours or ASMs that are produced by aircraft or route

authority that were placed into service during the same period (any such transfer, a “Substantial Asset Sale”), then:

1-E-1 Offer of Employment to United Pilots.

The Company shall require the Transferee to offer pilot employment to eligible United Pilots. The eligibility criteria shall be determined by agreement between the Company and the Association and shall be reasonably related to the assets transferred, the interests of the United Pilots and the Company, and the nature and timing of the transaction among other issues. If the Association and the Company are unable to agree upon eligibility criteria that are consistent with the foregoing considerations, the System Board of Adjustment shall determine such eligibility criteria pursuant to the expedited procedures set forth in Section [1-K-1](#) (the “Transferring Pilots”). The number of pilot employment opportunities for Transferring Pilots shall be, as measured in the twelve (12) months prior to the Transaction Date, the sum of (i) the average monthly Pilot staffing actually utilized in the operation of the aircraft transferred to the Transferee in connection with the Substantial Asset Sale plus (ii) the average monthly Pilot staffing actually utilized in the operation of the route authority transferred to the Transferee in connection with the Substantial Asset Sale to the extent such Pilot staffing is not included in the calculation of clause (i) above. Offers of employment that are rejected by a United Pilot shall in turn be offered to other United Pilots under the eligibility criteria determined under this Section [1-E-1](#), until such opportunities have been exhausted.

1-E-2 Seniority Integration

The Company shall require the Transferee to provide the Transferring Pilots with the seniority integration rights provided in the McCaskill-Bond Statute and Sections 3 and 13 of the Allegheny-Mohawk LPPs except that the integration of the Transferring pilots into the Transferee’s seniority list shall be governed by Association Merger Policy if both pre-transaction Pilot groups are represented by the Association. The Company shall require each Transferee to provide the seniority integration rights specified in the preceding sentence in connection with a Substantial Asset Sale in a written document enforceable against the Transferee by the Association and/or the Transferring Pilots.

1-F Labor Disputes

1-F-1 The Agreement contains no contractual prohibition whatsoever on the ability of the Association and the United Pilots to honor lawful picket lines.

1-F-2 The Association and/or the United Pilots are not prohibited from:

1-F-2-a Refusing to layover at a struck hotel or other struck facility;

1-F-2-b Refusing to deadhead on carriers whose employees are engaged in a lawful strike, as long as alternatives are reasonably available; and

1-F-2-c Engaging in a concerted refusal, called by the Association, to perform Pilot work or services on flights where the Company, pursuant to an agreement or arrangement with another air carrier, is performing that air carrier’s flying in response to a labor dispute and that air carrier’s employees are engaged in a lawful strike.

1-G Foreign Ownership and Bases

1-G-1 The Company shall continue to be a Domestic Air Carrier subject to the Railway Labor Act, as amended.

1-G-2 The Company shall maintain its world headquarters, executive offices, and offices for senior Flight Operations personnel in the fifty (50) United States.

1-G-3 In the event the Company opens a Pilot Base outside of the United States and Territories, the Company's Pilots assigned to such Base shall be afforded all rights under this Agreement and the Railway Labor Act. The Company shall provide notice to the Association and meet and confer regarding a decision to open such a Base prior to posting a bid for vacancies.

1-H Board Seat

1-H-1 Consistent with the provisions of Article Fourth, Part II of the amended and restated certificate of incorporation of UAH in effect on June 27, 2019 (the "Restated Certificate"), the Association's United Airlines Master Executive Council ("MEC") shall be entitled to elect one director (a "Pilot Director") to the UAH Board of Directors (or a successor corporation solely to the extent specifically set forth in Article Fourth, Part II of the Restated Certificate). The parties acknowledge and agree that the provisions of Article Fourth, Part II of the Restated Certificate satisfy the requirements of the preceding sentence and that such entitlement shall be subject to all of the terms and conditions set forth in Article Fourth, Part II of the Restated Certificate.

1-H-2 Nothing in this Section [1-H](#) shall be construed to limit the MEC in establishing its own procedures for the designation, removal and replacement of the Pilot Director without the consent of any other party to the extent permitted by law, provided that such procedures do not conflict with the provisions of the Restated Certificate.

1-I General Furlough Protection

1-I-1 No Pilot on the Seniority List shall be placed on furlough on less than ninety (90) days advance written notice.

1-I-2 No Pilot on the Seniority List shall be placed on furlough if the staffing at the time of notice or at time of furlough is less than the manpower requirements of Section [8](#) for any position.

1-I-3 No Pilot shall be placed on furlough as the result of the Company's acquisition of Control of another air carrier or of another air carrier's acquisition of Control of the Company, commencing on the date of consummation of the agreement resulting in the acquisition of Control and continuing for twenty-four (24) months following the closing of such agreement between the Company and the other air carrier; the protections provided by Section [1-I-3](#) are separate and independent from the protections provided by Section [1-D-4-a-\(8\)](#).

1-I-4 The Company shall be excused from compliance with the provisions of Sections [1-I-1](#), [1-I-2](#), and [1-I-3](#) in the event a Circumstance Beyond the Company's Control is the cause of such noncompliance.

1-J Review Committee

1-J-1 A standing committee, consisting of two (2) Association representatives and two (2) Company representatives (plus additional representatives if deemed appropriate by the Association and the Company) (the "Related Carrier Review Committee" or "RCRC") shall be

maintained by the parties. The RCRC may establish such subcommittees as it deems appropriate. The RCRC and its subcommittees shall meet as often as they deem necessary, but no less than quarterly, in order to implement and monitor compliance with this Section [1](#).

1-J-2 The Company shall provide the RCRC, on a monthly basis, (i) all information necessary to monitor and enforce the terms and conditions established in this Section [1](#), (ii) the information required by Letters of Agreement 03-06 and 04-03; and (iii) advance notice of substantive changes to Revenue Share Agreements. When this information involves proprietary, sensitive or confidential information concerning either the Company or any other carrier, the RCRC shall review such information under a confidentiality agreement with the same terms as the confidentiality agreement currently in effect between the Company and the Association with such modifications, if any, as are acceptable to the Association and the Company.

1-J-2-a If the Company fails to provide the RCRC with the required information noted in Section [1-J-2](#) at least seven (7) days in advance of a regularly scheduled quarterly meeting of the RCRC on two (2) or more occasions during a rolling twelve (12) month period, the Company shall reimburse the Association up to \$50,000 for a twelve (12) month subscription to an industry data collection service (such as Cirium). For example, if the Company fails to provide the Association with the required information at least seven (7) days prior to the regularly scheduled fourth quarter and following second quarter RCRC meetings, the Association would be entitled to reimbursement of up to \$50,000. The Association's ability to access such a program, regardless of whether the expense is reimbursed by the Company, does not absolve the Company of its obligations to provide information to the RCRC in a timely manner in accordance with this Section [1-J-2](#).

1-J-3 The RCRC shall review all new and modified agreements concerning the Company's relationships with other air carriers as governed by this Section [1](#) in order to ensure compliance with the terms of this Section [1](#). In reviewing agreements with United Express Carriers, the RCRC shall make such recommendations to the Company as the RCRC deems appropriate for the purpose of strengthening the Company's contractual relationships with United Express Carriers and protecting the Company's feed.

1-J-4 The parties shall utilize appropriate aspects of the Notice of Proposed Decision Making ("NPDM") procedures currently utilized by the System Schedule Committee in connection with a review of the United Express Carriers aimed at ensuring that all United Express Carriers maintain the highest possible quality assurance and flight safety programs and provide a product that meets the Company's high quality standards.

1-K Remedies

1-K-1 A grievance filed by the Association alleging a violation of this Section [1](#) shall, at the request of either party, bypass the initial steps of the grievance process and be submitted and heard on an expedited basis directly before the System Board of Adjustment sitting with a neutral arbitrator. The dispute shall be heard by the System Board of Adjustment no later than thirty (30) days following the submission of the grievance to the System Board and decided no later than thirty (30) days after the record is closed in the hearing, unless the parties agree otherwise in writing.

1-K-2 If the System Board decides that the Company has violated any part of this Section [1](#), the System Board shall direct the Company to comply with the Agreement and shall fashion an appropriate remedy for the harm caused by the Company's failure to comply with the Agreement.

1-L Definitions

The following definitions shall apply to the capitalized terms in this Section [1](#):

1-L-1 "Affiliate" of Entity A means, any other Entity which directly or indirectly Controls, is Controlled by or is under common Control with Entity A.

1-L-2 "Circumstance Beyond the Company's Control" includes but is not limited to an act of nature; an ongoing labor dispute; grounding or repossession of a substantial number of aircraft operated by the Company by a government agency or court order; loss or destruction of the Company's aircraft; involuntary reduction in flight operations due either to a governmental action(s)/requirement(s) or to a decrease in available fuel supply or other critical materials for the Company's operations; revocation of a Company operating certificate; war emergency; a terrorist act; or a substantial delay in the delivery of aircraft scheduled for delivery, provided that the applicable occurrence has a material and substantial impact on the Company. The phrase "Circumstance Beyond the Company's Control" does not include any economic or financial considerations including, but not limited to, the price of fuel, aircraft or other supplies, the cost of labor, the level of revenues, the state of the economy, the financial state of the Company, or the relative profitability or unprofitability of the Company's then-current operations in the absence of the circumstances described in the preceding sentence.

1-L-3 "Code Share Agreement" means an agreement or arrangement among two (2) or more air carriers or their Affiliates, permitting one (1) of the air carriers to use, in its marketing, reservations, ticketing, and operations, the other air carrier's Designator Code.

1-L-4 "Company" means United Airlines, Inc.

1-L-5 "Company Aircraft" includes all aircraft owned or leased by the Company or a Company Affiliate other than Regional Aircraft. Company Aircraft do not include aircraft that have been sold, leased or transferred.

1-L-6 "Company Fleet" means Company Aircraft in service or undergoing maintenance, and operational spares.

1-L-7 "Company Hub" means CLE, DEN, EWR, GUM, IAD, IAH, LAX, ORD, SFO, and SEA (so long as the Company or a Foreign Air Carrier operating under a Revenue Share Agreement with the Company operates trans-Pacific flights out of SEA), and any other airport identified as a hub in UAL's Annual Report on Form 10-K.

1-L-8 "Control": Entity A shall be deemed to "Control" Entity B if Entity A, whether directly or indirectly,

1-L-8-a owns securities that constitute, are exercisable for or are exchangeable into fifty percent (50%) or more of (i) Entity B's outstanding common stock or (ii) securities entitled to vote on the election of directors of Entity B; or otherwise owns fifty percent (50%) or more of the Equity of Entity B; or

1-L-8-b maintains the power, right, or authority--by contract or otherwise--to direct, manage or direct the management of all, or substantially all, of Entity B's operations or provides all or substantially all of the controlling management personnel of Entity B; or

1-L-8-c maintains the power, right or authority to appoint or prevent the appointment of a majority of Entity B's Board of Directors or similar governing body; or

1-L-8-d maintains the power, right or authority to appoint a minority of Entity B's Board of Directors or similar governing body, if such minority maintains the power, right or authority to appoint or remove any of Entity B's executive officers or any committee of Entity B's Board of Directors or similar governing body, to approve a material part of Entity B's business or operating plans or to approve a substantial part of Entity B's debt or equity offerings.

1-L-9 "Designator Code" means a two (2) character (or three (3) character if adopted) designator issued by the International Air Transport Association ("IATA") to a specific air carrier to identify Flights or series of Flights operated by that air carrier, for publication as Scheduled flying or a Scheduled Flight.

1-L-10 "Domestic Air Carrier" means an air carrier as defined in 49 U.S.C. Section 40102(a)(2) holding an air carrier certificate issued by the Administrator of the FAA under 14 C.F.R. Section 119.5.

1-L-11 "Domestic Code Share Carrier" means a Domestic Air Carrier other than the Company that engages in flying under a Code Share Agreement with the Company (but not under or pursuant to a Livery Agreement or Revenue Share Agreement with the Company or a Company Affiliate), and also means any Domestic Air Carrier that conducts Flights using the Designator Code and brand name of that Domestic Code Share Carrier (e.g., US Airways Express) under a Revenue Share Agreement to the extent such Flights are operated with Regional Aircraft.

1-L-12 "Domestic Code Share Flights" or "Domestic Code Share Flying" means flying operated by a Domestic Code Share Carrier under a Code Share Agreement with the Company.

1-L-13 "Entity" means any business form of any kind including without limitation any natural person, corporation, company, unincorporated association, division, partnership, group of Affiliated Entities acting in concert, trustee, trust, receivership, debtor-in-possession, administrator or executor.

1-L-14 "Equity" means: (i) common stock or other securities that carry the right to vote for one or more members of a board of directors or similar governing body, or shares or interests in a partnership or limited partnership which shares or interests have general voting rights (all of the foregoing being collectively referred to as "Common Equity") and (ii) securities that are then currently or in the future exchangeable into, exercisable for, or convertible into Common Equity.

1-L-15 "Flight" means the one-way operation of an aircraft between two airports with no Scheduled intervening stop.

1-L-16 "Foreign Air Carrier" means an air carrier that is not a Domestic Air Carrier.

1-L-17 "Foreign Airport" means an airport outside the United States and its Territories.

1-L-18 “Foreign Code Share Flight” or “Foreign Code Share Flying” means a Flight or Flights by a Foreign Air Carrier, operating under and pursuant to a Code Share Agreement with the Company or a Company Affiliate.

1-L-19 “Hub” of an air carrier other than the Company means an airport from which the air carrier, during the six (6) consecutive calendar months prior to the month for which a measurement is being made, Scheduled its own operation of an average of fifty (50) or more daily departures.

1-L-20 “Industry Standard Interline Agreement” means an agreement or other arrangement between two (2) carriers or among three (3) or more carriers, such as the International Air Transport Association’s “Multilateral Interline Traffic Agreements,” establishing rights and obligations relating to the transportation of through passengers and/or through shipments by the party carriers.

1-L-21 “International Route” means a Market in which one (1) or both airports are in a foreign country.

1-L-22 “Jet Aircraft” means an aircraft powered by one (1) or more turbine engines with turbofan or turbojet propulsion, and includes future propulsion types whether ducted or unducted.

1-L-23 “Livery Agreement” means an agreement or arrangement permitting an air carrier to display on its aircraft another air carrier’s name, logo, or aircraft paint scheme.

1-L-24 “Market” means a pair of airports, e.g., ORD-MSP.

1-L-25 “New Small Narrowbody Aircraft” means a A220-100, E190 or E195 aircraft, provided that such aircraft is neither in the Company Fleet as of the date of signing of this Agreement nor acquired through merger or acquisition of another air carrier.

1-L-26 “Non-Stop” means a flight in a Market that does not include a Scheduled intervening take-off and landing.

1-L-27 “Operated in United Express Flying” or “United Express Flying” (whether or not “operated” is capitalized) when used in reference to aircraft (examples include phrases such as, “50-Seat Aircraft operated in United Express Flying” or “50-Seat Aircraft in United Express Flying”) means or refers to aircraft in service, undergoing maintenance, or used for operational spares at a United Express Carrier.

1-L-28 “Parent” refers to United Airlines Holdings, Inc. (“UAH”) or any other Entity that has majority control of the Company, whether directly or indirectly, through the majority control of other Entities that have majority control of the Company.

1-L-29 “Regional Aircraft” means one (1) or more (including all) of the following aircraft (as defined below): 37-Seat Turboprop Aircraft, 50-Seat Aircraft, 70-Seat Aircraft and 76-Seat Aircraft.

“37-Seat Turboprop Aircraft” means Turboprop Aircraft certificated in the United States for operations with thirty-seven (37) or fewer passenger seats and with a maximum certificated gross takeoff weight in the United States of 37,000 or fewer pounds.

“50-Seat Aircraft” means aircraft certificated in the United States for fifty (50) or fewer passenger seats and a maximum certificated gross takeoff weight in the United States of 65,000 or fewer

pounds. The definition of “50-Seat Aircraft” does not include “37-Seat Turboprop Aircraft.” If a 50-Seat Aircraft is certificated for fifty (50) or fewer passenger seats when first placed into service by a United Express Carrier but is subsequently certificated for operation in the United States with a capacity in excess of fifty (50) passenger seats, this aircraft type may continue to be operated by United Express Carriers as long as all United Express Carriers operate such aircraft type with no more than 50 passenger seats and no more than 65,000 pounds gross takeoff weight.

“70-Seat Aircraft” means aircraft configured with more than fifty (50) passenger seats but no more than seventy (70) passenger seats, and certificated in the United States with a maximum gross takeoff weight of 86,000 or fewer pounds.

“76-Seat Aircraft” means aircraft configured with more than seventy (70) passenger seats but no more than seventy-six (76) passenger seats, and certificated in the United States for ninety (90) or fewer passenger seats and with a maximum United States certificated gross takeoff weight of 86,000 or fewer pounds.

1-L-30 “Revenue Share Agreement” means an agreement or arrangement between or among two (2) or more air carriers or their Affiliates, providing for any form of:

- Capacity purchase,
- Fees for Scheduled block hours or departures,
- Revenue sharing from flight operations,
- Profit sharing from flight operations,
- Margin sharing from flight operations,
- Purchase of blocks of passenger seats on an air carrier for sale or resale by a different air carrier.

For purposes of this definition, the following provisions in an agreement or arrangement do not make it a Revenue Share Agreement: (i) reimbursement of distribution costs, or (ii) payments or receipts under standard industry prorate agreements, standard industry interline service charge agreements, standard industry re-accommodation agreements, or standard industry revenue settlement agreements.

1-L-31 “Rolling Twelve-Month Period” means a period of twelve (12) consecutive calendar months beginning on the first day of a calendar month, e.g., January-December, February-January.

1-L-32 “Round Trip” means a pair of flights to and from one city in a Market to the other, e.g. ORD-STL-ORD.

1-L-33 “Schedule,” “Scheduled,” or “Scheduling” with respect to flying or a Flight means flying or a Flight that is published in the OAG, Innovata, or successor system.

1-L-34 “Turboprop Aircraft” means an aircraft, other than a Jet Aircraft. A Turboprop Aircraft does not include future engine configurations such as unducted fans.

1-L-35 “UAH” means United Airlines Holdings, Inc., its Successors, and any other Entity of any name that acquires Control of the Company.

1-L-36 “United Express Carrier” means a Domestic or Foreign Air Carrier that operates United Express Flying.

1-L-37 “United States,” when referring to geographical extent means only the States of the United States of America and the District of Columbia.

1-L-38 “United States and Territories” means the United States and its territories and possessions, including but not limited to the Commonwealth of Puerto Rico and Guam.

Section 2- Definitions

2-A Active Employment, Active Service, Active Pilot means a Pilot is available for assignment, on sick leave or on vacation for any part of a Bid Period, including any “Pilot in Active Service” within the meaning of Section [24-A-2-a-\(1\)](#) but excluding Pilots described in Sections [24-A-4](#) or [24-A-5](#). Compensation as a result of vacation pay provided by Section [12-I-5](#) or Section [24-H-7](#) shall not be considered Active Employment as defined by this Section [2-A](#).

2-B Actual Operation refers to the performance of a Pilot’s assignment or reassignment as it occurs in the operation. Actual Operation does not refer to the reassignment itself.

2-C Arrival means the time an aircraft comes to rest at the next point of landing or at the point of departure if the Flight returns without becoming airborne. The Arrival time of a Trip is the Arrival time of the last flight in that Trip, or, if the Trip ends with a Surface Deadhead, the end time of that Surface Deadhead

2-D Base means a geographical location designated by the Company where Pilots are based.

2-E Basic Duty Period means a Duty Period that contains no Global Flights.

2-F Basic Flight means a Flight that operates within the fifty (50) United States, Canada, Mexico, Central America, that portion of South America which is north of fifteen (15) degrees south latitude (with the exception of Lima, Peru (LIM), which shall be considered a Global Flight), Bermuda, and the Caribbean Islands. Additional Flights that do not satisfy this definition may be considered Basic Flights by mutual agreement between the SSC and the Company.

2-G Basic Reserve means a Reserve in a Category that has only Basic Trips included in Monthly Schedule Preferencing for a Bid Period.

2-H Basic Trip means a Trip that contains no Global Flights.

2-I Bid Period means that for Pilot scheduling and pay purposes the period from the first day of, to and including the last day of each of twelve (12) thirty (30) or thirty-one (31) day periods. In conjunction with each annual vacation bidding period, the Company shall determine the start and end dates of the 30 and 31 day pay and scheduling periods for the upcoming vacation year (i.e., May through April). The Company shall notify the SSC of the designated Bid Periods no later than two weeks prior to the opening of annual vacation bidding.

2-J Captain is a Pilot who meets the applicable regulatory and contractual criteria to hold such Status and who is designated by the Company as Pilot-in-Command (PIC) of the aircraft and its crew while on duty.

2-K Category is a Base, Equipment, and Status combination (e.g. ORD 756 F/O) to which a Pilot is assigned.

2-L Class 1 Crew Rest Facility means a crew rest facility that meets the definition of Class 1, as established by either FAR 117 or an approved FRMS.

2-M Class 2 Crew Rest Facility means a crew rest facility that meets the definition of Class 2, as established by either FAR 117 or an approved FRMS.

2-N Class 3 Crew Rest Facility means a crew rest facility that meets the definition of Class 3, as

established by either FAR 117 or an approved FRMS.

2-O Day means the period of time from 0000 to 2359.

2-P Deadhead Time means the elapsed time from scheduled Departure to scheduled Arrival of a deadhead.

2-Q Departure means the time of the first movement of an aircraft for the purpose of flight. The Departure time of a Trip is the Departure time of the first flight in that Trip, or, if the Trip starts with a Surface Deadhead, the start time of that Surface Deadhead.

2-R Duty Period means the time period that begins when a Pilot is required to report for duty or actually reports for duty, whichever is later, and that ends when he is released from duty. It does not include time spent training, as a Short Call reserve or on Lineholder telephone availability.

2-S Equipment means aircraft or an aircraft grouping.

2-T Equipment-Base refers to a Base at which Pilots who fly specific Equipment are based. For example, IAH 777 and ORD 756 are Equipment-Bases.

2-U Established by FAR. As used throughout this Agreement, the phrases 'established by FAR', 'applicable FAR', 'appropriate FAR', 'allowable FAR' and similar such phrases shall include all approved FRMS. However, Sections [5-E-1-b-\(2\)](#), [5-E-1-c-\(2\)](#), [5-E-3-a](#) and 5-F-3-a shall not include all approved FRMS. Additionally, when determining the amount of Add Pay to offer for an FAR waiver (see Section [5-F-1-h-\(2\)](#)), approved FRMS shall not be used (i.e., the FAR Table B or Table C limit shall be used instead).

2-V First Officer is a Pilot who meets the applicable regulatory and contractual criteria to hold such Status and who is designated by the Company as second in command while on duty.

2-W Flight or Flight Segment means either a Flying Flight Segment or a deadhead. It does not include Surface Deadheading.

2-X Flight Time means the elapsed time from scheduled Departure to scheduled Arrival of a Flying Flight Segment.

2-Y Flown by Operations - ("FBO") means a Flight or Flights where a Pilot is removed from a Trip or portion thereof for the purpose of management flying, proficiency flying, line checks, or other training.

2-Z Flying Flight Segment means a Flight on which a Pilot is part of the operating crew.

2-AA G-Line – The Pilot at a seniority level in a Category where that Pilot and those senior to him are entitled to be Lineholders and where those Pilots junior to him could all be awarded a reserve schedule.

2-BB Gender Pronouns "He", "Him", "His" - The masculine pronouns used herein shall include the feminine unless specifically excluded.

2-CC Global Duty Period means a Duty Period that contains one or more Global Flights.

2-DD Global Flight means a Flight that is not a Basic Flight.

2-EE Global Trip means a Trip that contains one or more Global Flights.

2-FF Global Reserve means a Reserve in a Category that has one or more Global Trips included in Monthly Schedule Preferencing for a Bid Period.

2-GG Holiday means New Year's Day, Memorial Day, Easter, Fourth of July, Labor Day, Thanksgiving Day, Christmas.

2-HH Involuntary Furlough means a Pilot who is on furlough status and who has not been offered recall. A Pilot who has bypassed recall is not on Involuntary Furlough.

2-II Line Credit means the value of a Trip, absence, activity, etc., expressed in hours and minutes, used for constructing schedules in Monthly Schedule Preferencing.

2-JJ Line of Flying means a planned pattern of Trip sequences and intervening days off.

2-KK Line Production Average (LPA): LPA is calculated for each Category and Bid Period, and is equal to the sum of the following items divided by the number of Pilots at and above the G-Line who have availability in the Bid Period.

2-KK-1 The Line Credit value in the Bid Period of all Trips in the pool of Trips available to be awarded.

2-KK-2 All Line Credit value included in Monthly Schedule Preferencing in the schedules of Pilots used in the denominator (e.g., Line Credit for absences, activities, carry-in Trips, vacation, training).

2-LL Lineholder means a Pilot who is awarded a Line of Flying during Monthly Schedule Preferencing for the Bid Period.

2-MM Monthly Schedule Preferencing means the process by which Pilots are awarded a schedule for a Bid Period. Monthly Schedule Preferencing begins when bidding for schedule preferencing first opens and ends for a Category when schedules for that Category (unless stated otherwise) are loaded into the crew management system.

2-NN Off-Duty Period means a time period when a Pilot is not in a Duty Period. A time period spent on ALPA or Company business is neither a Duty Period nor an Off-Duty Period.

2-OO On-Line means flights operated by United Airlines and United Express.

2-PP Open Flying means a flight segment that becomes unassigned after Monthly Schedule Preferencing.

2-QQ Open Trip means a Trip that remains unassigned or becomes unassigned after Monthly Schedule Preferencing.

2-RR Pilot means a Captain or First Officer.

2-SS Preferential Bidding System (PBS) is a comprehensive system that provides for efficient Pilot utilization during the creation of the Pilot lines, taking into consideration Pilot preferences in seniority order.

2-TT Reassignment or Reassigned means a Pilot is given one or more new Flying Flight Segments or deadhead ('new' to the Pilot, as measured right before the reassignment). Further, when a Flight Segment is given a new flight number solely due to system limitations, it is considered to be in the

Actual Operation.

2-TT-1 Notwithstanding the above, when a Pilot's role on a Flight Segment changes from 'deadhead' to 'operating', it is not considered a reassignment when:

2-TT-1-a Lineholder concurs to the role change; or

2-TT-1-b Reserve concurs to the role change on a Global Flight; or

2-TT-1-c A Reserve's role is changed on a Basic Flight.

2-TT-2 Any Pilot may be reassigned from a deadhead role to an operating role, provided all reassignment rules are complied with. With his concurrence, a Pilot on deadhead deviation may assume an 'operating' role.

2-TT-3 It shall not be considered a reassignment when, after reporting for a Trip, a Pilot's originating segment is delayed and he is given an Off-Duty Period in accordance with Section [5-F-3](#) prior to departing on the delayed segment.

2-UU Reserve means a Pilot who is not a Lineholder.

2-VV Schedule Repair means adjusting a Pilot's schedule or Trip to comply with either a contractual or a regulatory requirement.

2-WW Status means a Pilot's assigned classification as either Captain or First Officer.

2-XX Surface Deadheading means using ground transportation to transport a Pilot between two airports.

2-YY Trip means a series of Flight Segments and/or Surface Deadheads, starting at the report time before the first Departure from the Pilot's Base and ending at the release time after the final Arrival at the Pilot's Base. With his concurrence and provided Sections [20-I](#) and [20-J](#) are complied with, the Company may assign a Pilot to a Trip that starts and/or ends at a location different from his Base.

Section 3- Compensation

A- Pay Rates

3-A-1 The hourly rates for Captains and First Officers shall be as provided in the following tables:

Captain Pay Rates DOS October 2023 Bid Period

Aircraft	1	2	3	4	5	6	7	8	9	10	11	12
A380	\$544.20	\$548.58	\$553.08	\$557.53	\$562.03	\$566.44	\$570.92	\$575.32	\$579.78	\$584.14	\$588.61	\$593.09
A350	\$386.95	\$390.09	\$393.28	\$396.45	\$399.64	\$402.77	\$405.94	\$409.07	\$412.24	\$415.39	\$418.54	\$421.72
A330	\$386.95	\$390.09	\$393.28	\$396.45	\$399.64	\$402.77	\$405.94	\$409.07	\$412.24	\$415.39	\$418.54	\$421.72
777	\$386.95	\$390.09	\$393.28	\$396.45	\$399.64	\$402.77	\$405.94	\$409.07	\$412.24	\$415.39	\$418.54	\$421.72
787	\$386.95	\$390.09	\$393.28	\$396.45	\$399.64	\$402.77	\$405.94	\$409.07	\$412.24	\$415.39	\$418.54	\$421.72
767-400	\$386.95	\$390.09	\$393.28	\$396.45	\$399.64	\$402.77	\$405.94	\$409.07	\$412.24	\$415.39	\$418.54	\$421.72
767-200/300	\$320.94	\$323.66	\$326.29	\$328.94	\$331.73	\$334.32	\$336.79	\$339.58	\$342.00	\$345.67	\$349.39	\$353.00
757-300	\$320.94	\$323.66	\$326.29	\$328.94	\$331.73	\$334.32	\$336.79	\$339.58	\$342.00	\$345.67	\$349.39	\$353.00
757-200	\$320.94	\$323.66	\$326.29	\$328.94	\$331.73	\$334.32	\$336.79	\$339.58	\$342.00	\$345.67	\$349.39	\$353.00
A321neo/A321XLR	\$320.94	\$323.66	\$326.29	\$328.94	\$331.73	\$334.32	\$336.79	\$339.58	\$342.00	\$345.67	\$349.39	\$353.00
A321	\$312.12	\$314.57	\$317.04	\$319.61	\$322.21	\$324.79	\$327.34	\$329.91	\$332.53	\$335.01	\$337.63	\$340.26
737-Max10	\$312.12	\$314.57	\$317.04	\$319.61	\$322.21	\$324.79	\$327.34	\$329.91	\$332.53	\$335.01	\$337.63	\$340.26
737-Max9	\$312.12	\$314.57	\$317.04	\$319.61	\$322.21	\$324.79	\$327.34	\$329.91	\$332.53	\$335.01	\$337.63	\$340.26
737-900	\$312.12	\$314.57	\$317.04	\$319.61	\$322.21	\$324.79	\$327.34	\$329.91	\$332.53	\$335.01	\$337.63	\$340.26
737-Max8	\$310.77	\$313.19	\$315.65	\$318.21	\$320.78	\$323.30	\$325.82	\$328.36	\$330.93	\$333.43	\$336.00	\$338.48
737-800	\$310.77	\$313.19	\$315.65	\$318.21	\$320.78	\$323.30	\$325.82	\$328.36	\$330.93	\$333.43	\$336.00	\$338.48
A320/A320neo	\$310.77	\$313.19	\$315.65	\$318.21	\$320.78	\$323.30	\$325.82	\$328.36	\$330.93	\$333.43	\$336.00	\$338.48
A319/A319neo	\$310.77	\$313.19	\$315.65	\$318.21	\$320.78	\$323.30	\$325.82	\$328.36	\$330.93	\$333.43	\$336.00	\$338.48
737-500/700	\$310.77	\$313.19	\$315.65	\$318.21	\$320.78	\$323.30	\$325.82	\$328.36	\$330.93	\$333.43	\$336.00	\$338.48
737-Max7	\$310.77	\$313.19	\$315.65	\$318.21	\$320.78	\$323.30	\$325.82	\$328.36	\$330.93	\$333.43	\$336.00	\$338.48
A220-300	\$299.48	\$301.95	\$304.38	\$306.85	\$309.33	\$311.83	\$314.28	\$316.74	\$319.18	\$321.65	\$324.15	\$326.62
A220-100	\$287.21	\$289.60	\$291.92	\$294.29	\$296.67	\$299.06	\$301.40	\$303.77	\$306.11	\$308.48	\$310.88	\$313.25
EMB195/E190	\$234.74	\$236.49	\$238.47	\$240.41	\$242.27	\$244.22	\$246.10	\$248.02	\$249.98	\$251.88	\$253.85	\$255.73
CRJ900	\$199.74	\$201.22	\$202.91	\$204.54	\$206.09	\$207.75	\$209.37	\$211.02	\$212.65	\$214.31	\$215.96	\$217.56

First Officer Pay Rates DOS October 2023 Bid Period

Aircraft	1	2	3	4	5	6	7	8	9	10	11	12
A380	\$109.42	\$293.51	\$343.48	\$351.85	\$360.25	\$369.32	\$379.65	\$388.34	\$392.54	\$397.86	\$401.44	\$405.08
A350	\$109.42	\$208.72	\$244.24	\$250.16	\$256.13	\$262.62	\$269.92	\$276.11	\$279.12	\$282.91	\$285.45	\$288.07
A330	\$109.42	\$208.72	\$244.24	\$250.16	\$256.13	\$262.62	\$269.92	\$276.11	\$279.12	\$282.91	\$285.45	\$288.07
777	\$109.42	\$208.72	\$244.24	\$250.16	\$256.13	\$262.62	\$269.92	\$276.11	\$279.12	\$282.91	\$285.45	\$288.07
787	\$109.42	\$208.72	\$244.24	\$250.16	\$256.13	\$262.62	\$269.92	\$276.11	\$279.12	\$282.91	\$285.45	\$288.07
767-400	\$109.42	\$208.72	\$244.24	\$250.16	\$256.13	\$262.62	\$269.92	\$276.11	\$279.12	\$282.91	\$285.45	\$288.07
767-200/300	\$109.42	\$173.15	\$202.63	\$207.57	\$212.65	\$217.97	\$223.98	\$229.23	\$231.55	\$235.40	\$238.29	\$241.10
757-300	\$109.42	\$173.15	\$202.63	\$207.57	\$212.65	\$217.97	\$223.98	\$229.23	\$231.55	\$235.40	\$238.29	\$241.10
757-200	\$109.42	\$173.15	\$202.63	\$207.57	\$212.65	\$217.97	\$223.98	\$229.23	\$231.55	\$235.40	\$238.29	\$241.10
A321neo/A321XLR	\$109.42	\$173.15	\$202.63	\$207.57	\$212.65	\$217.97	\$223.98	\$229.23	\$231.55	\$235.40	\$238.29	\$241.10
A321	\$109.42	\$168.27	\$196.90	\$201.67	\$206.51	\$211.77	\$217.70	\$222.72	\$225.11	\$228.17	\$230.26	\$232.40
737-Max10	\$109.42	\$168.27	\$196.90	\$201.67	\$206.51	\$211.77	\$217.70	\$222.72	\$225.11	\$228.17	\$230.26	\$232.40
737-Max9	\$109.42	\$168.27	\$196.90	\$201.67	\$206.51	\$211.77	\$217.70	\$222.72	\$225.11	\$228.17	\$230.26	\$232.40
737-900	\$109.42	\$168.27	\$196.90	\$201.67	\$206.51	\$211.77	\$217.70	\$222.72	\$225.11	\$228.17	\$230.26	\$232.40
737-Max8	\$109.42	\$167.57	\$196.03	\$200.80	\$205.63	\$210.77	\$216.65	\$221.65	\$224.02	\$227.05	\$229.14	\$231.19
737-800	\$109.42	\$167.57	\$196.03	\$200.80	\$205.63	\$210.77	\$216.65	\$221.65	\$224.02	\$227.05	\$229.14	\$231.19
A320/A320neo	\$109.42	\$167.57	\$196.03	\$200.80	\$205.63	\$210.77	\$216.65	\$221.65	\$224.02	\$227.05	\$229.14	\$231.19
A319/A319neo	\$109.42	\$167.57	\$196.03	\$200.80	\$205.63	\$210.77	\$216.65	\$221.65	\$224.02	\$227.05	\$229.14	\$231.19
737-500/700	\$109.42	\$167.57	\$196.03	\$200.80	\$205.63	\$210.77	\$216.65	\$221.65	\$224.02	\$227.05	\$229.14	\$231.19
737-Max7	\$109.42	\$167.57	\$196.03	\$200.80	\$205.63	\$210.77	\$216.65	\$221.65	\$224.02	\$227.05	\$229.14	\$231.19
A220-300	\$109.42	\$161.55	\$189.04	\$193.62	\$198.28	\$203.29	\$208.98	\$213.80	\$216.11	\$219.07	\$221.08	\$223.09

A220-100	\$109.42	\$154.93	\$181.30	\$185.68	\$190.15	\$194.97	\$200.42	\$205.04	\$207.25	\$210.09	\$212.02	\$213.95
EMB195/E190	\$109.42	\$126.54	\$148.09	\$151.69	\$155.31	\$159.24	\$163.65	\$167.43	\$169.23	\$171.54	\$173.13	\$174.68
CRJ900	\$109.42	\$109.42	\$125.98	\$129.04	\$132.11	\$135.45	\$139.23	\$142.44	\$143.96	\$145.92	\$147.30	\$148.57

Captain Pay Rates after Snap Up												
Aircraft	1	2	3	4	5	6	7	8	9	10	11	12
A380	\$549.64	\$554.07	\$558.61	\$563.11	\$567.65	\$572.10	\$576.63	\$581.07	\$585.58	\$589.98	\$594.50	\$599.03
A350	\$390.83	\$394.00	\$397.22	\$400.42	\$403.64	\$406.80	\$410.01	\$413.17	\$416.37	\$419.55	\$422.74	\$425.94
A330	\$390.83	\$394.00	\$397.22	\$400.42	\$403.64	\$406.80	\$410.01	\$413.17	\$416.37	\$419.55	\$422.74	\$425.94
777	\$390.83	\$394.00	\$397.22	\$400.42	\$403.64	\$406.80	\$410.01	\$413.17	\$416.37	\$419.55	\$422.74	\$425.94
787	\$390.83	\$394.00	\$397.22	\$400.42	\$403.64	\$406.80	\$410.01	\$413.17	\$416.37	\$419.55	\$422.74	\$425.94
767-400	\$390.83	\$394.00	\$397.22	\$400.42	\$403.64	\$406.80	\$410.01	\$413.17	\$416.37	\$419.55	\$422.74	\$425.94
767-200/300	\$324.15	\$326.91	\$329.56	\$332.23	\$335.06	\$337.67	\$340.17	\$342.98	\$345.42	\$349.14	\$352.89	\$356.53
757-300	\$324.15	\$326.91	\$329.56	\$332.23	\$335.06	\$337.67	\$340.17	\$342.98	\$345.42	\$349.14	\$352.89	\$356.53
757-200	\$324.15	\$326.91	\$329.56	\$332.23	\$335.06	\$337.67	\$340.17	\$342.98	\$345.42	\$349.14	\$352.89	\$356.53
A321neo/A321XLR	\$324.15	\$326.91	\$329.56	\$332.23	\$335.06	\$337.67	\$340.17	\$342.98	\$345.42	\$349.14	\$352.89	\$356.53
A321	\$315.25	\$317.73	\$320.21	\$322.82	\$325.44	\$328.04	\$330.62	\$333.21	\$335.86	\$338.36	\$341.02	\$343.67
737-Max10	\$315.25	\$317.73	\$320.21	\$322.82	\$325.44	\$328.04	\$330.62	\$333.21	\$335.86	\$338.36	\$341.02	\$343.67
737-Max9	\$315.25	\$317.73	\$320.21	\$322.82	\$325.44	\$328.04	\$330.62	\$333.21	\$335.86	\$338.36	\$341.02	\$343.67
737-900	\$315.25	\$317.73	\$320.21	\$322.82	\$325.44	\$328.04	\$330.62	\$333.21	\$335.86	\$338.36	\$341.02	\$343.67
737-Max8	\$313.88	\$316.33	\$318.81	\$321.40	\$323.99	\$326.54	\$329.08	\$331.65	\$334.24	\$336.77	\$339.36	\$341.87
737-800	\$313.88	\$316.33	\$318.81	\$321.40	\$323.99	\$326.54	\$329.08	\$331.65	\$334.24	\$336.77	\$339.36	\$341.87
A320/A320neo	\$313.88	\$316.33	\$318.81	\$321.40	\$323.99	\$326.54	\$329.08	\$331.65	\$334.24	\$336.77	\$339.36	\$341.87
A319/A319neo	\$313.88	\$316.33	\$318.81	\$321.40	\$323.99	\$326.54	\$329.08	\$331.65	\$334.24	\$336.77	\$339.36	\$341.87
737-500/700	\$313.88	\$316.33	\$318.81	\$321.40	\$323.99	\$326.54	\$329.08	\$331.65	\$334.24	\$336.77	\$339.36	\$341.87
737-Max7	\$313.88	\$316.33	\$318.81	\$321.40	\$323.99	\$326.54	\$329.08	\$331.65	\$334.24	\$336.77	\$339.36	\$341.87
A220-300	\$302.48	\$304.97	\$307.43	\$309.92	\$312.43	\$314.95	\$317.43	\$319.91	\$322.38	\$324.88	\$327.40	\$329.90
A220-100	\$290.09	\$292.50	\$294.84	\$297.24	\$299.64	\$302.06	\$304.42	\$306.81	\$309.18	\$311.57	\$313.99	\$316.39
EMB195/E190	\$237.13	\$238.88	\$240.84	\$242.84	\$244.69	\$246.67	\$248.56	\$250.51	\$252.46	\$254.41	\$256.40	\$258.28
CRJ900	\$201.74	\$203.24	\$204.94	\$206.58	\$208.16	\$209.83	\$211.47	\$213.13	\$214.78	\$216.46	\$218.12	\$219.74

First Officer Pay Rates after Snap Up												
Aircraft	1	2	3	4	5	6	7	8	9	10	11	12
A380	\$110.52	\$296.45	\$346.92	\$355.36	\$363.85	\$373.01	\$383.45	\$392.22	\$396.46	\$401.84	\$405.46	\$409.13
A350	\$110.52	\$210.81	\$246.68	\$252.66	\$258.69	\$265.25	\$272.63	\$278.88	\$281.92	\$285.75	\$288.31	\$290.96
A330	\$110.52	\$210.81	\$246.68	\$252.66	\$258.69	\$265.25	\$272.63	\$278.88	\$281.92	\$285.75	\$288.31	\$290.96
777	\$110.52	\$210.81	\$246.68	\$252.66	\$258.69	\$265.25	\$272.63	\$278.88	\$281.92	\$285.75	\$288.31	\$290.96
787	\$110.52	\$210.81	\$246.68	\$252.66	\$258.69	\$265.25	\$272.63	\$278.88	\$281.92	\$285.75	\$288.31	\$290.96
767-400	\$110.52	\$210.81	\$246.68	\$252.66	\$258.69	\$265.25	\$272.63	\$278.88	\$281.92	\$285.75	\$288.31	\$290.96
767-200/300	\$110.52	\$174.89	\$204.66	\$209.64	\$214.78	\$220.15	\$226.22	\$231.53	\$233.87	\$237.76	\$240.68	\$243.51
757-300	\$110.52	\$174.89	\$204.66	\$209.64	\$214.78	\$220.15	\$226.22	\$231.53	\$233.87	\$237.76	\$240.68	\$243.51
757-200	\$110.52	\$174.89	\$204.66	\$209.64	\$214.78	\$220.15	\$226.22	\$231.53	\$233.87	\$237.76	\$240.68	\$243.51
A321neo/A321XLR	\$110.52	\$174.89	\$204.66	\$209.64	\$214.78	\$220.15	\$226.22	\$231.53	\$233.87	\$237.76	\$240.68	\$243.51
A321	\$110.52	\$169.95	\$198.87	\$203.69	\$208.58	\$213.89	\$219.88	\$224.95	\$227.36	\$230.45	\$232.57	\$234.73
737-Max10	\$110.52	\$169.95	\$198.87	\$203.69	\$208.58	\$213.89	\$219.88	\$224.95	\$227.36	\$230.45	\$232.57	\$234.73
737-Max9	\$110.52	\$169.95	\$198.87	\$203.69	\$208.58	\$213.89	\$219.88	\$224.95	\$227.36	\$230.45	\$232.57	\$234.73
737-900	\$110.52	\$169.95	\$198.87	\$203.69	\$208.58	\$213.89	\$219.88	\$224.95	\$227.36	\$230.45	\$232.57	\$234.73
737-Max8	\$110.52	\$169.25	\$197.99	\$202.81	\$207.69	\$212.88	\$218.82	\$223.88	\$226.26	\$229.32	\$231.43	\$233.50
737-800	\$110.52	\$169.25	\$197.99	\$202.81	\$207.69	\$212.88	\$218.82	\$223.88	\$226.26	\$229.32	\$231.43	\$233.50
A320/A320neo	\$110.52	\$169.25	\$197.99	\$202.81	\$207.69	\$212.88	\$218.82	\$223.88	\$226.26	\$229.32	\$231.43	\$233.50
A319/A319neo	\$110.52	\$169.25	\$197.99	\$202.81	\$207.69	\$212.88	\$218.82	\$223.88	\$226.26	\$229.32	\$231.43	\$233.50
737-500/700	\$110.52	\$169.25	\$197.99	\$202.81	\$207.69	\$212.88	\$218.82	\$223.88	\$226.26	\$229.32	\$231.43	\$233.50
737-Max7	\$110.52	\$169.25	\$197.99	\$202.81	\$207.69	\$212.88	\$218.82	\$223.88	\$226.26	\$229.32	\$231.43	\$233.50
A220-300	\$110.52	\$163.17	\$190.94	\$195.56	\$200.27	\$205.33	\$211.07	\$215.94	\$218.27	\$221.26	\$223.29	\$225.32
A220-100	\$110.52	\$156.49	\$183.11	\$187.54	\$192.06	\$196.92	\$202.43	\$207.09	\$209.33	\$212.19	\$214.14	\$216.09
EMB195/E190	\$110.52	\$127.81	\$149.57	\$153.21	\$156.86	\$160.83	\$165.29	\$169.10	\$170.92	\$173.26	\$174.87	\$176.43

CRJ900	\$110.52	\$110.52	\$127.24	\$130.33	\$133.43	\$136.81	\$140.62	\$143.87	\$145.40	\$147.39	\$148.77	\$150.06

Captain Pay Rates January 2024 Bid Period												
Aircraft	1	2	3	4	5	6	7	8	9	10	11	12
A380	\$577.12	\$581.77	\$586.54	\$591.27	\$596.03	\$600.71	\$605.46	\$610.12	\$614.86	\$619.48	\$624.23	\$628.98
A350	\$410.37	\$413.70	\$417.09	\$420.44	\$423.82	\$427.14	\$430.51	\$433.83	\$437.19	\$440.53	\$443.87	\$447.24
A330	\$410.37	\$413.70	\$417.09	\$420.44	\$423.82	\$427.14	\$430.51	\$433.83	\$437.19	\$440.53	\$443.87	\$447.24
777	\$410.37	\$413.70	\$417.09	\$420.44	\$423.82	\$427.14	\$430.51	\$433.83	\$437.19	\$440.53	\$443.87	\$447.24
787	\$410.37	\$413.70	\$417.09	\$420.44	\$423.82	\$427.14	\$430.51	\$433.83	\$437.19	\$440.53	\$443.87	\$447.24
767-400	\$410.37	\$413.70	\$417.09	\$420.44	\$423.82	\$427.14	\$430.51	\$433.83	\$437.19	\$440.53	\$443.87	\$447.24
767-200/300	\$340.36	\$343.25	\$346.03	\$348.84	\$351.81	\$354.55	\$357.17	\$360.13	\$362.69	\$366.59	\$370.54	\$374.36
757-300	\$340.36	\$343.25	\$346.03	\$348.84	\$351.81	\$354.55	\$357.17	\$360.13	\$362.69	\$366.59	\$370.54	\$374.36
757-200	\$340.36	\$343.25	\$346.03	\$348.84	\$351.81	\$354.55	\$357.17	\$360.13	\$362.69	\$366.59	\$370.54	\$374.36
A321neo/A321XLR	\$340.36	\$343.25	\$346.03	\$348.84	\$351.81	\$354.55	\$357.17	\$360.13	\$362.69	\$366.59	\$370.54	\$374.36
A321	\$331.01	\$333.61	\$336.23	\$338.95	\$341.71	\$344.44	\$347.16	\$349.87	\$352.65	\$355.28	\$358.06	\$360.85
737-Max10	\$331.01	\$333.61	\$336.23	\$338.95	\$341.71	\$344.44	\$347.16	\$349.87	\$352.65	\$355.28	\$358.06	\$360.85
737-Max9	\$331.01	\$333.61	\$336.23	\$338.95	\$341.71	\$344.44	\$347.16	\$349.87	\$352.65	\$355.28	\$358.06	\$360.85
737-900	\$331.01	\$333.61	\$336.23	\$338.95	\$341.71	\$344.44	\$347.16	\$349.87	\$352.65	\$355.28	\$358.06	\$360.85
737-Max8	\$329.57	\$332.14	\$334.75	\$337.47	\$340.19	\$342.87	\$345.53	\$348.24	\$350.95	\$353.61	\$356.33	\$358.97
737-800	\$329.57	\$332.14	\$334.75	\$337.47	\$340.19	\$342.87	\$345.53	\$348.24	\$350.95	\$353.61	\$356.33	\$358.97
A320/A320neo	\$329.57	\$332.14	\$334.75	\$337.47	\$340.19	\$342.87	\$345.53	\$348.24	\$350.95	\$353.61	\$356.33	\$358.97
A319/A319neo	\$329.57	\$332.14	\$334.75	\$337.47	\$340.19	\$342.87	\$345.53	\$348.24	\$350.95	\$353.61	\$356.33	\$358.97
737-500/700	\$329.57	\$332.14	\$334.75	\$337.47	\$340.19	\$342.87	\$345.53	\$348.24	\$350.95	\$353.61	\$356.33	\$358.97
737-Max7	\$329.57	\$332.14	\$334.75	\$337.47	\$340.19	\$342.87	\$345.53	\$348.24	\$350.95	\$353.61	\$356.33	\$358.97
A220-300	\$317.60	\$320.23	\$322.81	\$325.42	\$328.05	\$330.70	\$333.30	\$335.90	\$338.50	\$341.12	\$343.77	\$346.39
A220-100	\$304.60	\$307.13	\$309.59	\$312.11	\$314.62	\$317.16	\$319.64	\$322.15	\$324.63	\$327.15	\$329.69	\$332.21
EMB195/E190	\$248.98	\$250.83	\$252.88	\$254.98	\$256.92	\$259.01	\$260.99	\$263.04	\$265.08	\$267.13	\$269.22	\$271.20
CRJ900	\$211.83	\$213.40	\$215.19	\$216.92	\$218.56	\$220.31	\$222.05	\$223.79	\$225.52	\$227.28	\$229.03	\$230.73

First Officer Pay Rates January 2024 Bid Period												
Aircraft	1	2	3	4	5	6	7	8	9	10	11	12
A380	\$116.05	\$311.27	\$364.27	\$373.13	\$382.04	\$391.66	\$402.62	\$411.83	\$416.28	\$421.93	\$425.73	\$429.59
A350	\$116.05	\$221.35	\$259.02	\$265.29	\$271.63	\$278.51	\$286.26	\$292.82	\$296.02	\$300.04	\$302.72	\$305.50
A330	\$116.05	\$221.35	\$259.02	\$265.29	\$271.63	\$278.51	\$286.26	\$292.82	\$296.02	\$300.04	\$302.72	\$305.50
777	\$116.05	\$221.35	\$259.02	\$265.29	\$271.63	\$278.51	\$286.26	\$292.82	\$296.02	\$300.04	\$302.72	\$305.50
787	\$116.05	\$221.35	\$259.02	\$265.29	\$271.63	\$278.51	\$286.26	\$292.82	\$296.02	\$300.04	\$302.72	\$305.50
767-400	\$116.05	\$221.35	\$259.02	\$265.29	\$271.63	\$278.51	\$286.26	\$292.82	\$296.02	\$300.04	\$302.72	\$305.50
767-200/300	\$116.05	\$183.63	\$214.89	\$220.13	\$225.52	\$231.16	\$237.53	\$243.10	\$245.56	\$249.64	\$252.71	\$255.69
757-300	\$116.05	\$183.63	\$214.89	\$220.13	\$225.52	\$231.16	\$237.53	\$243.10	\$245.56	\$249.64	\$252.71	\$255.69
757-200	\$116.05	\$183.63	\$214.89	\$220.13	\$225.52	\$231.16	\$237.53	\$243.10	\$245.56	\$249.64	\$252.71	\$255.69
A321neo/A321XLR	\$116.05	\$183.63	\$214.89	\$220.13	\$225.52	\$231.16	\$237.53	\$243.10	\$245.56	\$249.64	\$252.71	\$255.69
A321	\$116.05	\$178.45	\$208.82	\$213.87	\$219.01	\$224.58	\$230.87	\$236.20	\$238.73	\$241.98	\$244.20	\$246.47
737-Max10	\$116.05	\$178.45	\$208.82	\$213.87	\$219.01	\$224.58	\$230.87	\$236.20	\$238.73	\$241.98	\$244.20	\$246.47
737-Max9	\$116.05	\$178.45	\$208.82	\$213.87	\$219.01	\$224.58	\$230.87	\$236.20	\$238.73	\$241.98	\$244.20	\$246.47
737-900	\$116.05	\$178.45	\$208.82	\$213.87	\$219.01	\$224.58	\$230.87	\$236.20	\$238.73	\$241.98	\$244.20	\$246.47
737-Max8	\$116.05	\$177.71	\$207.89	\$212.95	\$218.07	\$223.52	\$229.76	\$235.07	\$237.58	\$240.79	\$243.00	\$245.19
737-800	\$116.05	\$177.71	\$207.89	\$212.95	\$218.07	\$223.52	\$229.76	\$235.07	\$237.58	\$240.79	\$243.00	\$245.19
A320/A320neo	\$116.05	\$177.71	\$207.89	\$212.95	\$218.07	\$223.52	\$229.76	\$235.07	\$237.58	\$240.79	\$243.00	\$245.19
A319/A319neo	\$116.05	\$177.71	\$207.89	\$212.95	\$218.07	\$223.52	\$229.76	\$235.07	\$237.58	\$240.79	\$243.00	\$245.19
737-500/700	\$116.05	\$177.71	\$207.89	\$212.95	\$218.07	\$223.52	\$229.76	\$235.07	\$237.58	\$240.79	\$243.00	\$245.19
737-Max7	\$116.05	\$177.71	\$207.89	\$212.95	\$218.07	\$223.52	\$229.76	\$235.07	\$237.58	\$240.79	\$243.00	\$245.19
A220-300	\$116.05	\$171.33	\$200.48	\$205.34	\$210.29	\$215.59	\$221.63	\$226.73	\$229.19	\$232.33	\$234.45	\$236.59
A220-100	\$116.05	\$164.31	\$192.27	\$196.91	\$201.66	\$206.77	\$212.55	\$217.45	\$219.79	\$222.80	\$224.85	\$226.89
EMB195/E190	\$116.05	\$134.20	\$157.05	\$160.87	\$164.71	\$168.87	\$173.55	\$177.56	\$179.47	\$181.92	\$183.61	\$185.25
CRJ900	\$116.05	\$116.05	\$133.60	\$136.85	\$140.10	\$143.65	\$147.65	\$151.06	\$152.67	\$154.75	\$156.21	\$157.57

Captain Pay Rates January 2025 Bid Period												
Aircraft	1	2	3	4	5	6	7	8	9	10	11	12
A380	\$600.20	\$605.04	\$610.00	\$614.92	\$619.87	\$624.74	\$629.68	\$634.52	\$639.45	\$644.26	\$649.20	\$654.14
A350	\$426.79	\$430.24	\$433.76	\$437.26	\$440.77	\$444.23	\$447.73	\$451.18	\$454.68	\$458.15	\$461.62	\$465.13
A330	\$426.79	\$430.24	\$433.76	\$437.26	\$440.77	\$444.23	\$447.73	\$451.18	\$454.68	\$458.15	\$461.62	\$465.13
777	\$426.79	\$430.24	\$433.76	\$437.26	\$440.77	\$444.23	\$447.73	\$451.18	\$454.68	\$458.15	\$461.62	\$465.13
787	\$426.79	\$430.24	\$433.76	\$437.26	\$440.77	\$444.23	\$447.73	\$451.18	\$454.68	\$458.15	\$461.62	\$465.13
767-400	\$426.79	\$430.24	\$433.76	\$437.26	\$440.77	\$444.23	\$447.73	\$451.18	\$454.68	\$458.15	\$461.62	\$465.13
767-200/300	\$353.98	\$356.98	\$359.88	\$362.79	\$365.88	\$368.73	\$371.47	\$374.54	\$377.20	\$381.25	\$385.36	\$389.34
757-300	\$353.98	\$356.98	\$359.88	\$362.79	\$365.88	\$368.73	\$371.47	\$374.54	\$377.20	\$381.25	\$385.36	\$389.34
757-200	\$353.98	\$356.98	\$359.88	\$362.79	\$365.88	\$368.73	\$371.47	\$374.54	\$377.20	\$381.25	\$385.36	\$389.34
A321neo/A321XLR	\$353.98	\$356.98	\$359.88	\$362.79	\$365.88	\$368.73	\$371.47	\$374.54	\$377.20	\$381.25	\$385.36	\$389.34
A321	\$344.25	\$346.95	\$349.68	\$352.51	\$355.38	\$358.22	\$361.04	\$363.87	\$366.76	\$369.49	\$372.38	\$375.28
737-Max10	\$344.25	\$346.95	\$349.68	\$352.51	\$355.38	\$358.22	\$361.04	\$363.87	\$366.76	\$369.49	\$372.38	\$375.28
737-Max9	\$344.25	\$346.95	\$349.68	\$352.51	\$355.38	\$358.22	\$361.04	\$363.87	\$366.76	\$369.49	\$372.38	\$375.28
737-900	\$344.25	\$346.95	\$349.68	\$352.51	\$355.38	\$358.22	\$361.04	\$363.87	\$366.76	\$369.49	\$372.38	\$375.28
737-Max8	\$342.75	\$345.42	\$348.15	\$350.96	\$353.80	\$356.58	\$359.36	\$362.16	\$364.99	\$367.76	\$370.58	\$373.33
737-800	\$342.75	\$345.42	\$348.15	\$350.96	\$353.80	\$356.58	\$359.36	\$362.16	\$364.99	\$367.76	\$370.58	\$373.33
A320/A320neo	\$342.75	\$345.42	\$348.15	\$350.96	\$353.80	\$356.58	\$359.36	\$362.16	\$364.99	\$367.76	\$370.58	\$373.33
A319/A319neo	\$342.75	\$345.42	\$348.15	\$350.96	\$353.80	\$356.58	\$359.36	\$362.16	\$364.99	\$367.76	\$370.58	\$373.33
737-500/700	\$342.75	\$345.42	\$348.15	\$350.96	\$353.80	\$356.58	\$359.36	\$362.16	\$364.99	\$367.76	\$370.58	\$373.33
737-Max7	\$342.75	\$345.42	\$348.15	\$350.96	\$353.80	\$356.58	\$359.36	\$362.16	\$364.99	\$367.76	\$370.58	\$373.33
A220-300	\$330.30	\$333.04	\$335.72	\$338.43	\$341.17	\$343.93	\$346.64	\$349.34	\$352.03	\$354.77	\$357.52	\$360.24
A220-100	\$316.78	\$319.41	\$321.97	\$324.59	\$327.21	\$329.86	\$332.43	\$335.04	\$337.62	\$340.24	\$342.88	\$345.50
EMB195/E190	\$258.94	\$260.86	\$263.00	\$265.18	\$267.19	\$269.37	\$271.42	\$273.55	\$275.68	\$277.81	\$279.99	\$282.04
CRJ900	\$220.30	\$221.94	\$223.80	\$225.60	\$227.30	\$229.13	\$230.93	\$232.75	\$234.54	\$236.37	\$238.19	\$239.96

First Officer Pay Rates January 2025 Bid Period												
Aircraft	1	2	3	4	5	6	7	8	9	10	11	12
A380	\$120.69	\$323.72	\$378.84	\$388.06	\$397.32	\$407.33	\$418.72	\$428.30	\$432.93	\$438.81	\$442.76	\$446.77
A350	\$120.69	\$230.20	\$269.38	\$275.90	\$282.49	\$289.65	\$297.70	\$304.54	\$307.86	\$312.03	\$314.83	\$317.73
A330	\$120.69	\$230.20	\$269.38	\$275.90	\$282.49	\$289.65	\$297.70	\$304.54	\$307.86	\$312.03	\$314.83	\$317.73
777	\$120.69	\$230.20	\$269.38	\$275.90	\$282.49	\$289.65	\$297.70	\$304.54	\$307.86	\$312.03	\$314.83	\$317.73
787	\$120.69	\$230.20	\$269.38	\$275.90	\$282.49	\$289.65	\$297.70	\$304.54	\$307.86	\$312.03	\$314.83	\$317.73
767-400	\$120.69	\$230.20	\$269.38	\$275.90	\$282.49	\$289.65	\$297.70	\$304.54	\$307.86	\$312.03	\$314.83	\$317.73
767-200/300	\$120.69	\$190.98	\$223.49	\$228.93	\$234.54	\$240.40	\$247.03	\$252.83	\$255.39	\$259.63	\$262.82	\$265.92
757-300	\$120.69	\$190.98	\$223.49	\$228.93	\$234.54	\$240.40	\$247.03	\$252.83	\$255.39	\$259.63	\$262.82	\$265.92
757-200	\$120.69	\$190.98	\$223.49	\$228.93	\$234.54	\$240.40	\$247.03	\$252.83	\$255.39	\$259.63	\$262.82	\$265.92
A321neo/A321XLR	\$120.69	\$190.98	\$223.49	\$228.93	\$234.54	\$240.40	\$247.03	\$252.83	\$255.39	\$259.63	\$262.82	\$265.92
A321	\$120.69	\$185.59	\$217.17	\$222.43	\$227.77	\$233.57	\$240.11	\$245.64	\$248.28	\$251.66	\$253.97	\$256.33
737-Max10	\$120.69	\$185.59	\$217.17	\$222.43	\$227.77	\$233.57	\$240.11	\$245.64	\$248.28	\$251.66	\$253.97	\$256.33
737-Max9	\$120.69	\$185.59	\$217.17	\$222.43	\$227.77	\$233.57	\$240.11	\$245.64	\$248.28	\$251.66	\$253.97	\$256.33
737-900	\$120.69	\$185.59	\$217.17	\$222.43	\$227.77	\$233.57	\$240.11	\$245.64	\$248.28	\$251.66	\$253.97	\$256.33
737-Max8	\$120.69	\$184.82	\$216.20	\$221.47	\$226.79	\$232.45	\$238.95	\$244.47	\$247.08	\$250.42	\$252.72	\$254.99
737-800	\$120.69	\$184.82	\$216.20	\$221.47	\$226.79	\$232.45	\$238.95	\$244.47	\$247.08	\$250.42	\$252.72	\$254.99
A320/A320neo	\$120.69	\$184.82	\$216.20	\$221.47	\$226.79	\$232.45	\$238.95	\$244.47	\$247.08	\$250.42	\$252.72	\$254.99
A319/A319neo	\$120.69	\$184.82	\$216.20	\$221.47	\$226.79	\$232.45	\$238.95	\$244.47	\$247.08	\$250.42	\$252.72	\$254.99
737-500/700	\$120.69	\$184.82	\$216.20	\$221.47	\$226.79	\$232.45	\$238.95	\$244.47	\$247.08	\$250.42	\$252.72	\$254.99
737-Max7	\$120.69	\$184.82	\$216.20	\$221.47	\$226.79	\$232.45	\$238.95	\$244.47	\$247.08	\$250.42	\$252.72	\$254.99
A220-300	\$120.69	\$178.18	\$208.50	\$213.55	\$218.70	\$224.21	\$230.50	\$235.80	\$238.36	\$241.63	\$243.83	\$246.05
A220-100	\$120.69	\$170.88	\$199.96	\$204.79	\$209.73	\$215.04	\$221.05	\$226.15	\$228.59	\$231.72	\$233.85	\$235.97
EMB195/E190	\$120.69	\$139.56	\$163.33	\$167.31	\$171.30	\$175.62	\$180.50	\$184.66	\$186.65	\$189.19	\$190.96	\$192.66
CRJ900	\$120.69	\$120.69	\$138.95	\$142.33	\$145.70	\$149.40	\$153.56	\$157.10	\$158.78	\$160.94	\$162.46	\$163.87

Captain Pay Rates January 2026 Bid Period												
Aircraft	1	2	3	4	5	6	7	8	9	10	11	12
A380	\$624.21	\$629.24	\$634.40	\$639.52	\$644.66	\$649.73	\$654.87	\$659.90	\$665.03	\$670.03	\$675.17	\$680.31
A350	\$443.85	\$447.45	\$451.12	\$454.76	\$458.40	\$462.00	\$465.64	\$469.22	\$472.87	\$476.47	\$480.09	\$483.74
A330	\$443.85	\$447.45	\$451.12	\$454.76	\$458.40	\$462.00	\$465.64	\$469.22	\$472.87	\$476.47	\$480.09	\$483.74
777	\$443.85	\$447.45	\$451.12	\$454.76	\$458.40	\$462.00	\$465.64	\$469.22	\$472.87	\$476.47	\$480.09	\$483.74
787	\$443.85	\$447.45	\$451.12	\$454.76	\$458.40	\$462.00	\$465.64	\$469.22	\$472.87	\$476.47	\$480.09	\$483.74
767-400	\$443.85	\$447.45	\$451.12	\$454.76	\$458.40	\$462.00	\$465.64	\$469.22	\$472.87	\$476.47	\$480.09	\$483.74
767-200/300	\$368.14	\$371.26	\$374.27	\$377.31	\$380.51	\$383.48	\$386.33	\$389.52	\$392.29	\$396.50	\$400.77	\$404.92
757-300	\$368.14	\$371.26	\$374.27	\$377.31	\$380.51	\$383.48	\$386.33	\$389.52	\$392.29	\$396.50	\$400.77	\$404.92
757-200	\$368.14	\$371.26	\$374.27	\$377.31	\$380.51	\$383.48	\$386.33	\$389.52	\$392.29	\$396.50	\$400.77	\$404.92
A321neo/A321XLR	\$368.14	\$371.26	\$374.27	\$377.31	\$380.51	\$383.48	\$386.33	\$389.52	\$392.29	\$396.50	\$400.77	\$404.92
A321	\$358.02	\$360.83	\$363.66	\$366.61	\$369.59	\$372.56	\$375.48	\$378.42	\$381.43	\$384.27	\$387.28	\$390.30
737-Max10	\$358.02	\$360.83	\$363.66	\$366.61	\$369.59	\$372.56	\$375.48	\$378.42	\$381.43	\$384.27	\$387.28	\$390.30
737-Max9	\$358.02	\$360.83	\$363.66	\$366.61	\$369.59	\$372.56	\$375.48	\$378.42	\$381.43	\$384.27	\$387.28	\$390.30
737-900	\$358.02	\$360.83	\$363.66	\$366.61	\$369.59	\$372.56	\$375.48	\$378.42	\$381.43	\$384.27	\$387.28	\$390.30
737-Max8	\$356.46	\$359.23	\$362.07	\$365.00	\$367.95	\$370.84	\$373.73	\$376.65	\$379.59	\$382.47	\$385.40	\$388.27
737-800	\$356.46	\$359.23	\$362.07	\$365.00	\$367.95	\$370.84	\$373.73	\$376.65	\$379.59	\$382.47	\$385.40	\$388.27
A320/A320neo	\$356.46	\$359.23	\$362.07	\$365.00	\$367.95	\$370.84	\$373.73	\$376.65	\$379.59	\$382.47	\$385.40	\$388.27
A319/A319neo	\$356.46	\$359.23	\$362.07	\$365.00	\$367.95	\$370.84	\$373.73	\$376.65	\$379.59	\$382.47	\$385.40	\$388.27
737-500/700	\$356.46	\$359.23	\$362.07	\$365.00	\$367.95	\$370.84	\$373.73	\$376.65	\$379.59	\$382.47	\$385.40	\$388.27
737-Max7	\$356.46	\$359.23	\$362.07	\$365.00	\$367.95	\$370.84	\$373.73	\$376.65	\$379.59	\$382.47	\$385.40	\$388.27
A220-300	\$343.51	\$346.36	\$349.15	\$351.97	\$354.82	\$357.69	\$360.50	\$363.31	\$366.11	\$368.96	\$371.82	\$374.66
A220-100	\$329.45	\$332.18	\$334.84	\$337.58	\$340.30	\$343.05	\$345.72	\$348.44	\$351.12	\$353.85	\$356.59	\$359.33
EMB195/E190	\$269.29	\$271.30	\$273.51	\$275.79	\$277.88	\$280.14	\$282.28	\$284.50	\$286.70	\$288.92	\$291.19	\$293.32
CRJ900	\$229.12	\$230.81	\$232.76	\$234.63	\$236.39	\$238.29	\$240.18	\$242.06	\$243.92	\$245.83	\$247.72	\$249.56

First Officer Pay Rates January 2026 Bid Period												
Aircraft	1	2	3	4	5	6	7	8	9	10	11	12
A380	\$125.52	\$336.67	\$393.99	\$403.58	\$413.21	\$423.62	\$435.47	\$445.43	\$450.25	\$456.36	\$460.47	\$464.64
A350	\$125.52	\$239.41	\$280.15	\$286.94	\$293.79	\$301.24	\$309.61	\$316.72	\$320.17	\$324.52	\$327.42	\$330.44
A330	\$125.52	\$239.41	\$280.15	\$286.94	\$293.79	\$301.24	\$309.61	\$316.72	\$320.17	\$324.52	\$327.42	\$330.44
777	\$125.52	\$239.41	\$280.15	\$286.94	\$293.79	\$301.24	\$309.61	\$316.72	\$320.17	\$324.52	\$327.42	\$330.44
787	\$125.52	\$239.41	\$280.15	\$286.94	\$293.79	\$301.24	\$309.61	\$316.72	\$320.17	\$324.52	\$327.42	\$330.44
767-400	\$125.52	\$239.41	\$280.15	\$286.94	\$293.79	\$301.24	\$309.61	\$316.72	\$320.17	\$324.52	\$327.42	\$330.44
767-200/300	\$125.52	\$198.62	\$232.42	\$238.10	\$243.92	\$250.02	\$256.92	\$262.94	\$265.60	\$270.01	\$273.34	\$276.56
757-300	\$125.52	\$198.62	\$232.42	\$238.10	\$243.92	\$250.02	\$256.92	\$262.94	\$265.60	\$270.01	\$273.34	\$276.56
757-200	\$125.52	\$198.62	\$232.42	\$238.10	\$243.92	\$250.02	\$256.92	\$262.94	\$265.60	\$270.01	\$273.34	\$276.56
A321neo/A321XLR	\$125.52	\$198.62	\$232.42	\$238.10	\$243.92	\$250.02	\$256.92	\$262.94	\$265.60	\$270.01	\$273.34	\$276.56
A321	\$125.52	\$193.02	\$225.86	\$231.32	\$236.88	\$242.91	\$249.70	\$255.47	\$258.21	\$261.73	\$264.13	\$266.58
737-Max10	\$125.52	\$193.02	\$225.86	\$231.32	\$236.88	\$242.91	\$249.70	\$255.47	\$258.21	\$261.73	\$264.13	\$266.58
737-Max9	\$125.52	\$193.02	\$225.86	\$231.32	\$236.88	\$242.91	\$249.70	\$255.47	\$258.21	\$261.73	\$264.13	\$266.58
737-900	\$125.52	\$193.02	\$225.86	\$231.32	\$236.88	\$242.91	\$249.70	\$255.47	\$258.21	\$261.73	\$264.13	\$266.58
737-Max8	\$125.52	\$192.22	\$224.85	\$230.32	\$235.86	\$241.75	\$248.51	\$254.25	\$256.97	\$260.44	\$262.83	\$265.19
737-800	\$125.52	\$192.22	\$224.85	\$230.32	\$235.86	\$241.75	\$248.51	\$254.25	\$256.97	\$260.44	\$262.83	\$265.19
A320/A320neo	\$125.52	\$192.22	\$224.85	\$230.32	\$235.86	\$241.75	\$248.51	\$254.25	\$256.97	\$260.44	\$262.83	\$265.19
A319/A319neo	\$125.52	\$192.22	\$224.85	\$230.32	\$235.86	\$241.75	\$248.51	\$254.25	\$256.97	\$260.44	\$262.83	\$265.19
737-500/700	\$125.52	\$192.22	\$224.85	\$230.32	\$235.86	\$241.75	\$248.51	\$254.25	\$256.97	\$260.44	\$262.83	\$265.19
737-Max7	\$125.52	\$192.22	\$224.85	\$230.32	\$235.86	\$241.75	\$248.51	\$254.25	\$256.97	\$260.44	\$262.83	\$265.19
A220-300	\$125.52	\$185.31	\$216.85	\$222.09	\$227.46	\$233.18	\$239.72	\$245.24	\$247.90	\$251.29	\$253.58	\$255.90
A220-100	\$125.52	\$177.71	\$207.96	\$212.98	\$218.11	\$223.64	\$229.89	\$235.20	\$237.73	\$240.99	\$243.21	\$245.41
EMB195/E190	\$125.52	\$145.14	\$169.86	\$174.00	\$178.15	\$182.65	\$187.72	\$192.05	\$194.12	\$196.76	\$198.60	\$200.36
CRJ900	\$125.52	\$125.52	\$144.51	\$148.02	\$151.53	\$155.37	\$159.70	\$163.38	\$165.14	\$167.38	\$168.96	\$170.43

Captain Pay Rates January 2027 Bid Period												
Aircraft	1	2	3	4	5	6	7	8	9	10	11	12
A380	\$642.94	\$648.12	\$653.43	\$658.71	\$664.00	\$669.22	\$674.52	\$679.70	\$684.98	\$690.13	\$695.43	\$700.72
A350	\$457.17	\$460.87	\$464.65	\$468.40	\$472.15	\$475.86	\$479.61	\$483.30	\$487.06	\$490.76	\$494.49	\$498.25
A330	\$457.17	\$460.87	\$464.65	\$468.40	\$472.15	\$475.86	\$479.61	\$483.30	\$487.06	\$490.76	\$494.49	\$498.25
777	\$457.17	\$460.87	\$464.65	\$468.40	\$472.15	\$475.86	\$479.61	\$483.30	\$487.06	\$490.76	\$494.49	\$498.25
787	\$457.17	\$460.87	\$464.65	\$468.40	\$472.15	\$475.86	\$479.61	\$483.30	\$487.06	\$490.76	\$494.49	\$498.25
767-400	\$457.17	\$460.87	\$464.65	\$468.40	\$472.15	\$475.86	\$479.61	\$483.30	\$487.06	\$490.76	\$494.49	\$498.25
767-200/300	\$379.18	\$382.40	\$385.50	\$388.63	\$391.93	\$394.98	\$397.92	\$401.21	\$404.06	\$408.40	\$412.79	\$417.07
757-300	\$379.18	\$382.40	\$385.50	\$388.63	\$391.93	\$394.98	\$397.92	\$401.21	\$404.06	\$408.40	\$412.79	\$417.07
757-200	\$379.18	\$382.40	\$385.50	\$388.63	\$391.93	\$394.98	\$397.92	\$401.21	\$404.06	\$408.40	\$412.79	\$417.07
A321neo/A321XLR	\$379.18	\$382.40	\$385.50	\$388.63	\$391.93	\$394.98	\$397.92	\$401.21	\$404.06	\$408.40	\$412.79	\$417.07
A321	\$368.76	\$371.65	\$374.57	\$377.61	\$380.68	\$383.74	\$386.74	\$389.77	\$392.87	\$395.80	\$398.90	\$402.01
737-Max10	\$368.76	\$371.65	\$374.57	\$377.61	\$380.68	\$383.74	\$386.74	\$389.77	\$392.87	\$395.80	\$398.90	\$402.01
737-Max9	\$368.76	\$371.65	\$374.57	\$377.61	\$380.68	\$383.74	\$386.74	\$389.77	\$392.87	\$395.80	\$398.90	\$402.01
737-900	\$368.76	\$371.65	\$374.57	\$377.61	\$380.68	\$383.74	\$386.74	\$389.77	\$392.87	\$395.80	\$398.90	\$402.01
737-Max8	\$367.15	\$370.01	\$372.93	\$375.95	\$378.99	\$381.97	\$384.94	\$387.95	\$390.98	\$393.94	\$396.96	\$399.92
737-800	\$367.15	\$370.01	\$372.93	\$375.95	\$378.99	\$381.97	\$384.94	\$387.95	\$390.98	\$393.94	\$396.96	\$399.92
A320/A320neo	\$367.15	\$370.01	\$372.93	\$375.95	\$378.99	\$381.97	\$384.94	\$387.95	\$390.98	\$393.94	\$396.96	\$399.92
A319/A319neo	\$367.15	\$370.01	\$372.93	\$375.95	\$378.99	\$381.97	\$384.94	\$387.95	\$390.98	\$393.94	\$396.96	\$399.92
737-500/700	\$367.15	\$370.01	\$372.93	\$375.95	\$378.99	\$381.97	\$384.94	\$387.95	\$390.98	\$393.94	\$396.96	\$399.92
737-Max7	\$367.15	\$370.01	\$372.93	\$375.95	\$378.99	\$381.97	\$384.94	\$387.95	\$390.98	\$393.94	\$396.96	\$399.92
A220-300	\$353.82	\$356.75	\$359.62	\$362.53	\$365.46	\$368.42	\$371.32	\$374.21	\$377.09	\$380.03	\$382.97	\$385.90
A220-100	\$339.33	\$342.15	\$344.89	\$347.71	\$350.51	\$353.34	\$356.09	\$358.89	\$361.65	\$364.47	\$367.29	\$370.11
EMB195/E190	\$277.37	\$279.44	\$281.72	\$284.06	\$286.22	\$288.54	\$290.75	\$293.04	\$295.30	\$297.59	\$299.93	\$302.12
CRJ900	\$235.99	\$237.73	\$239.74	\$241.67	\$243.48	\$245.44	\$247.39	\$249.32	\$251.24	\$253.20	\$255.15	\$257.05

First Officer Pay Rates January 2027 Bid Period												
Aircraft	1	2	3	4	5	6	7	8	9	10	11	12
A380	\$129.29	\$346.77	\$405.81	\$415.69	\$425.61	\$436.33	\$448.53	\$458.79	\$463.76	\$470.05	\$474.28	\$478.58
A350	\$129.29	\$246.59	\$288.55	\$295.55	\$302.60	\$310.28	\$318.90	\$326.22	\$329.78	\$334.26	\$337.24	\$340.35
A330	\$129.29	\$246.59	\$288.55	\$295.55	\$302.60	\$310.28	\$318.90	\$326.22	\$329.78	\$334.26	\$337.24	\$340.35
777	\$129.29	\$246.59	\$288.55	\$295.55	\$302.60	\$310.28	\$318.90	\$326.22	\$329.78	\$334.26	\$337.24	\$340.35
787	\$129.29	\$246.59	\$288.55	\$295.55	\$302.60	\$310.28	\$318.90	\$326.22	\$329.78	\$334.26	\$337.24	\$340.35
767-400	\$129.29	\$246.59	\$288.55	\$295.55	\$302.60	\$310.28	\$318.90	\$326.22	\$329.78	\$334.26	\$337.24	\$340.35
767-200/300	\$129.29	\$204.58	\$239.39	\$245.24	\$251.24	\$257.52	\$264.63	\$270.83	\$273.57	\$278.11	\$281.54	\$284.86
757-300	\$129.29	\$204.58	\$239.39	\$245.24	\$251.24	\$257.52	\$264.63	\$270.83	\$273.57	\$278.11	\$281.54	\$284.86
757-200	\$129.29	\$204.58	\$239.39	\$245.24	\$251.24	\$257.52	\$264.63	\$270.83	\$273.57	\$278.11	\$281.54	\$284.86
A321neo/A321XLR	\$129.29	\$204.58	\$239.39	\$245.24	\$251.24	\$257.52	\$264.63	\$270.83	\$273.57	\$278.11	\$281.54	\$284.86
A321	\$129.29	\$198.81	\$232.64	\$238.26	\$243.99	\$250.20	\$257.19	\$263.13	\$265.96	\$269.58	\$272.05	\$274.58
737-Max10	\$129.29	\$198.81	\$232.64	\$238.26	\$243.99	\$250.20	\$257.19	\$263.13	\$265.96	\$269.58	\$272.05	\$274.58
737-Max9	\$129.29	\$198.81	\$232.64	\$238.26	\$243.99	\$250.20	\$257.19	\$263.13	\$265.96	\$269.58	\$272.05	\$274.58
737-900	\$129.29	\$198.81	\$232.64	\$238.26	\$243.99	\$250.20	\$257.19	\$263.13	\$265.96	\$269.58	\$272.05	\$274.58
737-Max8	\$129.29	\$197.99	\$231.60	\$237.23	\$242.94	\$249.00	\$255.97	\$261.88	\$264.68	\$268.25	\$270.71	\$273.15
737-800	\$129.29	\$197.99	\$231.60	\$237.23	\$242.94	\$249.00	\$255.97	\$261.88	\$264.68	\$268.25	\$270.71	\$273.15
A320/A320neo	\$129.29	\$197.99	\$231.60	\$237.23	\$242.94	\$249.00	\$255.97	\$261.88	\$264.68	\$268.25	\$270.71	\$273.15
A319/A319neo	\$129.29	\$197.99	\$231.60	\$237.23	\$242.94	\$249.00	\$255.97	\$261.88	\$264.68	\$268.25	\$270.71	\$273.15
737-500/700	\$129.29	\$197.99	\$231.60	\$237.23	\$242.94	\$249.00	\$255.97	\$261.88	\$264.68	\$268.25	\$270.71	\$273.15
737-Max7	\$129.29	\$197.99	\$231.60	\$237.23	\$242.94	\$249.00	\$255.97	\$261.88	\$264.68	\$268.25	\$270.71	\$273.15
A220-300	\$129.29	\$190.87	\$223.36	\$228.75	\$234.28	\$240.18	\$246.91	\$252.60	\$255.34	\$258.83	\$261.19	\$263.58
A220-100	\$129.29	\$183.04	\$214.20	\$219.37	\$224.65	\$230.35	\$236.79	\$242.26	\$244.86	\$248.22	\$250.51	\$252.77
EMB195/E190	\$129.29	\$149.49	\$174.96	\$179.22	\$183.49	\$188.13	\$193.35	\$197.81	\$199.94	\$202.66	\$204.56	\$206.37
CRJ900	\$129.29	\$129.29	\$148.85	\$152.46	\$156.08	\$160.03	\$164.49	\$168.28	\$170.09	\$172.40	\$174.03	\$175.54

3-A-1-a If, prior to the amendable date of this Agreement, Delta Air Lines' current Pilot Working Agreement "me too" provision is triggered by American Airlines then, on a one-time basis, the hourly pay rates for all aircraft types included in Section [3-A-1](#) will increase to match the percentage increase between the top United hourly rate of pay and the Delta higher hourly rate, with the same wage percentage increases in the pay tables of this Agreement. For example, on American's date of signing, if American 12th year B777 CA rates is \$430.20, triggering Delta's "me too" provision that increase the 12th year A350 CA rate to be \$434.50, then all rate tables in this agreement would be increased in the bid period following Delta's implementation of the new rates so that corresponding banded United and Delta pay rates match, and UPA rates that do not correspond to a Delta rate are increased by 2.01%.

3-A-2 The pay rate for a Flying Flight Segment shall be the pay rate for the actual aircraft flown. The pay value of a Trip that is dropped with pay (e.g., due to sick leave, training not included in Monthly Schedule Preferencing, etc.) will be the dollar value of the dropped Trip.

3-A-3 The pay rate for deadheading and for all other circumstances (e.g., the pay rate for MPG, training included in Monthly Schedule Preferencing, vacation included in Monthly Schedule Preferencing, minimum pay values, etc.) shall be a blended pay rate, determined as follows:

3-A-3-a On the first day of each Bid Period, the blended pay rate for a Pilot shall be determined by prorating the Pilot's pay rate for each aircraft type applicable to the Pilot's Equipment type (regardless of whether or how much the aircraft type is operating at the Pilot's Base). The proration will be made using the ratios of the number of each applicable aircraft type to the total number of aircraft applicable to the Pilot's Equipment type. If a Pilot's Equipment type has one applicable aircraft type, his blended pay rate will be equal to his operating pay rate.

3-A-3-a-(1) Example: If the total number of aircraft applicable to the 737 Equipment type is thirty (30) 737-700s and seventy (70) 737-800s, the blended pay rate for a 12-year 737 Captain in October 2023 is 0.3 times \$338.48 plus 0.7 times \$340.26, or \$339.73.

3-A-3-a-(2) Example: Since the 777 Equipment type has one (1) applicable aircraft type, the blended pay rate for a 12-year 777 Captain in October 2023 is equal to the operating pay rate, or \$421.72.

3-A-3-a-(3) Example: If the total number of aircraft applicable to the 756 Equipment type is twenty (20) 767-400s, thirty (30) 767-200s, twenty (20) 757-300s and thirty (30) 757-200s, the blended pay rate for a 8-year 756 Captain in October 2023 is 0.2 times \$409.07 plus 0.3 times \$339.58 plus 0.2 times \$339.58 plus 0.3 times \$339.58, or \$353.48.

3-A-3-b Only the aircraft in the Company Fleet, defined in Section [1-L-6](#), shall be included in the calculations in Section [3-A-3-a](#).

B- Longevity for Pay

3-B-1 A Pilot's longevity shall begin to accrue on the date he is hired as a Pilot and shall continue to accrue except as otherwise provided for in this Agreement.

3-B-2 Longevity increases shall become effective on the first day of that Bid Period for longevity dates from the first through the twentieth days of the Bid Period, and on the first day of the following Bid Period for the longevity dates after the twentieth day of the Bid Period.

3-B-3 A Pilot shall continue to accrue longevity when on furlough.

3-B-4 A Pilot whose name is removed from the Seniority List as set forth in Section [6](#) shall forfeit all previously accrued longevity.

C- Base Pay

3-C-1 Bid Period Minimum Pay Guarantee (“MPG”)

3-C-1-a Lineholder MPG

3-C-1-a-(1) Prior to the May 2024 Bid Period, a Lineholder’s MPG is equal to two hours and twenty minutes (2:20) for each day in the Pilot’s awarded schedule that is not a vacation day and is not an unpaid absence, but shall in no case be more than seventy (70) hours. Lineholder MPG will be eliminated with the May 2024 Bid Period.

3-C-1-a-(1)-(a) Effective with the May 2024 Bid Period, a Lineholder’s whose PBS total credit award is less than seventy (70) hours credit will have their PTC increased by the difference between 70 and the hours awarded in PBS.

3-C-1-b Reserve MPG

3-C-1-b-(1) A Reserve’s MPG, rounded to the nearest minute, shall be four hours, seventeen minutes and thirty-nine seconds (4:17:39) for each work day (a “work day” includes any non-prorated absence and activity and any days associated with a carry-in Trip). Reserve MPG shall be 2:20 per day for all prorated paid absences and activities (excluding vacation and other Add Pay items).

3-C-1-b-(1)-(a) A Reserve’s MPG shall increase by one (1) hour for each unused Short Call assignment. A used Short Call assignment is one in which the Pilot is assigned (that is, not picked up) to a Trip scheduled to report within eighteen (18) hours of the time the Trip assignment is made, or twelve (12) hours if the Pilot is a VEC.

3-C-1-b-(2) A reserve day or day off for which a Reserve receives Add Pay under the provisions of Sections [5-E-5-c](#), [5-F-5-b](#), or [5-F-5-c](#) shall not count as a reserve day when calculating his MPG.

3-C-1-b-(3) If a Reserve requires a day off to be restored in a subsequent Bid Period under the provisions of Section [5-F-5-e](#), the lost day off shall not count as a reserve day when calculating his MPG in the current Bid Period. If he is a Reserve in the Bid Period in which the restoration occurs, the restored day off shall count as a reserve day when calculating his MPG in that Bid Period.

3-C-2 Lineholder Protected Time Credit (“PTC”)

3-C-2-a A Lineholder’s initial PTC shall be the Line Pay Value of his schedule after Monthly Schedule Preferencing is completed, as adjusted for bid errors, if any. A Lineholder’s PTC for a Bid Period shall not exist until after Monthly Schedule Preferencing for that Bid Period is completed.

3-C-2-a-(1) A Lineholder who has days blocked for OE in accordance with Section [20-C-3-c](#) (“OE Blocker Days”) shall have three hours and seven minutes (3:07) for each OE Blocker

Day (excluding the three (3) days off as provided for in Section [9-F-12](#), when applicable) applied to his initial PTC.

3-C-2-b If the Lineholder voluntarily adjusts his schedule, his PTC value shall increase or decrease by the net pay value of the transaction.

3-C-2-c Notwithstanding Section [3-C-2-b](#), if the Lineholder receives an assignment under Section [20-H-5](#), if the net pay value of the transaction is positive, his PTC value shall increase by the net pay value of the transaction. If the net pay value of the transaction is negative, his PTC is unaffected.

3-C-2-d If the Lineholder is subject to Section [20-F](#) because he lost a Trip or another assignment in its entirety, and he picks up or is given a new assignment whose pay value exceeds the pay value of the assignment that was lost, his PTC shall increase by the difference in such pay value.

3-C-2-e If the Lineholder drops an assignment without pay, including using unpaid sick leave and when applying Section [20-F-6](#), his PTC shall decrease by the pay value of the assignment dropped. In addition, if a training cancellation or termination not initiated by the Company falls under the provisions of Section [20-F-8](#), the Pilot's PTC shall decrease by the value of the training (that is, the value of the lost underlying flying).

3-C-2-f If the Lineholder drops an assignment with pay (e.g., vacation drop, jury duty, travel days), his PTC is unaffected.

3-C-2-g Add Pay is not part of the Lineholder's PTC.

3-C-2-h A Lineholder's PTC shall not change due to the assignment of OE trips or due to the dropping of any Trips or other assignments that are dropped under Section [20-Q-13-f](#).

3-C-2-i Treatment of PTC In Unusual Circumstances

3-C-2-i-(1) PTC will increase by the scheduled inbound value of a reserve assignment into a lineholder bid period if the assignment does not require a schedule repair. PTC will not be adjusted if the assignment does require a schedule repair.

3-C-2-i-(2) If the scheduled inbound value of an assignment increases before "Bid Period B" schedule awards are loaded but not soon enough to be captured in "Bid Period B" schedule awards, and if a schedule repair is not required to accommodate the change, then the Pilot's "Bid Period B" PTC shall be increased to account for the change in the scheduled inbound value. PTC will not change if a schedule repair is required or if the scheduled inbound value decreases.

3-C-2-i-(3) If a Lineholder receives Trip assignments and/or other paid assignments on availability days assigned under the provisions of Section [20-F-4](#), his PTC associated with those availability days will increase only if the total scheduled value of those assignments exceeds the scheduled value of the canceled training.

3-C-2-i-(4) When a Lineholder's PTC requires re-calculation, because the actual pay rate change date made in accordance with Section [8-F-7](#) differs from his projected pay rate change date, the blended pay rate of the Lineholder's old Category shall be used for pay

hours before the date of the pay rate change (this shall not apply to trips that are actually flown). For example, assume a Lineholder is awarded a 737 Captain schedule that consists of four 20-hour four-day trips starting on the 5th, 10th, 15th and 20th of the Bid Period. If the date of his pay rate change from 757 First Officer to 737 Captain is the 3rd of the Bid Period, his PTC shall not be recalculated. If the date of his pay rate change from 757 First Officer to 737 Captain is the 9th of the Bid Period, his PTC shall be recalculated using the 757 First Officer blended pay rate for the first trip and the pay value of the remaining three trips. If the date of his pay rate change from 757 First Officer to 737 Captain is the 10th of the Bid Period, his PTC shall be recalculated using the 757 First Officer blended pay rate for the first trip and the pay value of the remaining three trips. If the date of his pay rate change from 757 First Officer to 737 Captain is the 11th of the Bid Period, his PTC shall be recalculated using the 757 First Officer blended pay rate for the first trip, a calculated pay value of the second trip (calculated by splitting the trip at midnight between the 10th and the 11th, using 757 First Officer blended pay rate on the 10th and the pay value of the trip on 11th and later) and the pay value of the remaining two trips. If the date of his pay rate change from 757 First Officer to 737 Captain is the 27th of the Bid Period, his PTC shall be recalculated using the 757 First Officer blended pay rate for all four trips.

3-C-3 Line Pay Value

3-C-3-a Any pay not identified as Add Pay shall contribute to a Pilot's Line Pay Value.

3-C-3-b For purposes of Section [3-C-3-c](#), "actual pay hours" for a Flight shall begin when all cabin and cargo doors are closed and the parking brake is released and shall end when the aircraft arrives at a passenger unloading point and the first cabin or cargo door is opened.

3-C-3-b-(1) When an aircraft is parked at a location that is not a normal passenger unloading point at a given airport, a Pilot's actual pay hours will continue to accrue except when all of the following three conditions are true:

3-C-3-b-(1)-(a) the parking brake is set (or aircraft 'chocked') and the cabin door is open; and

3-C-3-b-(1)-(b) there is a means of egress to leave the aircraft which provides the Pilots access to the passenger terminal in accordance with local ramp access regulations (which may include ground transportation); and

3-C-3-b-(1)-(c) the Pilots are notified by Flight Operations or the NOC that they are not required to remain onboard the aircraft.

3-C-3-b-(1)-(d) For the application of this Section [3-C-3-b-\(1\)](#), deadheading Pilots shall be treated the same as operating Pilots.

3-C-3-b-(1)-(e) To receive the pay accrual described in this Section [3-C-3-b-\(1\)](#), a Pilot may be required to notify his Flight Office. A Pilot shall be allowed to notify his Flight Office on behalf of the entire crew

3-C-3-b-(1)-(f) When a Pilot (including a deadheading Pilot) receives the pay accrual described in this Section [3-C-3-b-\(1\)](#), an equivalent amount of block time will be added to the Pilot's Nonflying Hours, as described in Sections [5-B-2-b-\(2\)](#) and [5-B-2-c-\(2\)](#), as

appropriate. However, if the timely application of Section [5-B-2-b-\(4\)](#) requires the addition of this time to be expedited, and if the Pilot does not consent to waive that provision, he may contact the Crew Desk to have the time added and to state his unwillingness to waive that provision, in accordance with Section [21-BB](#).

3-C-3-b-(2) When unusual circumstances require the Pilots to remain onboard an aircraft because passenger unloading is not allowed, even though the passenger and/or cargo doors have been opened at a passenger unloading point, a Pilot who incurs more than a fifteen (15) minute delay shall have his actual pay hours for the Flight continue to accrue until such time as passengers are allowed to begin deplaning the aircraft minus fifteen (15) minutes (e.g., a 26 minute delay would result in 11 minutes of pay continuation). Such claim for adjustment to pay shall be made to the Pilot's Chief Pilot. A single Pilot may make the claim on behalf of his entire crew.

3-C-3-b-(2)-(a) "Unusual circumstances" include events such as the execution of "tail tipping" prevention procedures, the crew being notified by the station that a gate agent is unavailable to initiate passenger unloading, or closure of a Customs office. A routine delay in initiating passenger unloading is not an "unusual circumstance"

3-C-3-c The pay value of a Trip shall be the greater of:

3-C-3-c-(1) The sum of the pay value of each Flight Segment in the Trip that has an actual departure. The pay value for each Flight Segment is the greater of actual pay hours or scheduled Flight Time for that Flight Segment. For this Section [3-C-3-c-\(1\)](#), the "scheduled Flight Time" of a Flight Segment is determined from the point of actual departure to the point of actual arrival; there is no scheduled Flight Time for a flight that does not have an actual departure. The Add Pays in Sections [5-E-8-a](#) and [20-I-5-b](#) shall be calculated using the scheduled Flight Time from this Section [3-C-3-c-\(1\)](#).

3-C-3-c-(1)-(a) In the event of a gate return or similar incident, when actual pay hours are continuous the Flight shall also be regarded as continuous (regardless of display in a scheduling system). When the actual pay hours are not continuous, the Flight shall be regarded as broken into two (or more) Flights.

3-C-3-c-(1)-(b) For example, the following is regarded as one flight:

Origin	Destination	Dept Time	Arr Time
MIA	MIA	0800	0819
MIA	IAD	0820	1030

The actual flight time is 2:30.

3-C-3-c-(1)-(c) For example, the following is regarded as two flights:

Origin	Destination	Dept Time	Arr Time
MIA	MIA	0800	0815
MIA	IAD	0820	1030

The scheduled and actual flight time of the first flight is 0:15. The actual time of the second flight is 2:10.

3-C-3-c-(2) The minimum pay value of the Trip, as provided for in Section [5-G](#).

3-C-3-c-(3) Notwithstanding Section [3-I-2](#), the 'greater of' comparison made in this Section [3-C-3-c](#) shall be on the basis of pay hours.

3-C-3-d If a Pilot is given an assignment under Section [20-H-5](#) that requires a schedule repair, his Line Pay Value shall not decrease. If the assignment is canceled in its entirety, his Line Pay Value shall decrease by the pay value of the assignment or the pay-protected value of the assignment, whichever is greater. However, if he performs a replacement Trip(s) in conjunction with his obligation under Section [20-F-1-a](#), his Line Pay Value shall increase by no less than the pay-protected value of the canceled assignment.

For example, assume a Pilot initially has PTC of 80 hours and LPV of 80 hours, and is then senior-manned into a 15-hour trip and must drop a 20-hour trip, due to conflict. His LPV remains at 80 hours, his PTC also remains at 80 hours, and he will receive 15 hours of SRM Add Pay.

If the SRM trip of 15 hours then cancels prior to report (Section [20-F-1-a](#)), his PTC will remain at 80 hours, his LPV will drop to 60 hours, since the trip carried 20 hours of pay protection, and the 15 hours of SRM Add Pay is removed.

If the Pilot is then assigned a 17 hour trip on the availability days, his PTC remains at 80, his LPV increases to 80 (due to the 20 hours of pay protection), and he will receive 17 hours of SRM Add Pay. If he is not used on the availability days, his PTC remains at 80, LPV remains at 60, and no SRM Add Pay is accrued.

3-C-3-e The pay value of a Flight shall attach to the Bid Period that contains the Flight's original scheduled local Departure time. However, the pay value of a Flight whose Departure is delayed by twenty-two (22) hours or more shall attach to the Bid Period that contains the Flight's actual Departure time. Notwithstanding the above, if a Trip reports and releases entirely within a Bid Period, as measured by the time at the Pilot's Base, then the entire pay value of that Trip shall attach to that Bid Period.

3-C-3-f Once a Flight departs, a Pilot shall accumulate pay value as outlined in Section [3-C-3-b](#) regardless of whether the Flight cancels or terminates at a location other than the scheduled destination.

3-C-3-g Reserve Call Out Pay. When a Reserve at their Base is called to an airport, including a Reserve on a VDO assignment, and they do not fly, deadhead or sit voluntary Field Standby, they shall receive five and one-quarter (5:15) of pay. "Called to an airport" means the Reserve reported to the airport, at their scheduled report time. If a Trip a Reserve has been assigned is canceled and they have not been notified of the cancellation by affirmative contact, if they report to the airport at their scheduled report time, they shall receive Reserve Call Out Pay. If a Trip a Reserve has been assigned is canceled and they are notified of the cancellation by affirmative contact at a time that is prior to their scheduled report time, they shall not be eligible to receive Reserve Call Out Pay.

3-C-3-h Lineholder shall receive five and one-quarter (5:15) hours of pay for each day of a recurrent training fill-in assignment, not including days consisting entirely of travel. A Reserve

shall receive five and one-quarter (5:15) hours of pay for each day of a recurrent training fill-in assignment, including days consisting entirely of travel.

3-C-3-i A Pilot who has days blocked for OE in accordance with Section [20-C-3-c](#) (“OE Blocker Days”) shall receive pay as described below.

3-C-3-i-(1) For the OE Blocker Days the Pilot shall accrue LPV equal to three hours and seven minutes (3:07) for each OE Blocker Day while awaiting the start of his first OE Trip (excluding the three (3) days off as provided for in Section [9-F-12](#), when applicable) plus the pay value (or portion thereof) of the OE Trip(s) that occurs on the OE Blocker Days.

3-C-3-i-(2) If a Pilot does not complete OE during the OE Blocker Days, for any Bid Period in which he is a Lineholder his LPV will be reduced by the pay value of any Trips or other assignments dropped in accordance with Section [20-Q-13-f](#).

3-C-3-i-(3) If a Pilot does not complete OE during the OE Blocker Days, for any Bid Period in which he is a Reserve, an adjustment to his LPV will be made for his “OE Extension” (OEE), defined as the period of time that begins on the first day following the OE Blocker Days and ends on the day the OE is completed. At the end of each Bid Period for which the Pilot has not completed OE, and upon completion of OE, the LPV for the portion of the OEE in each Bid Period will be adjusted as follows:

3-C-3-i-(3)-(a) If the number of reserve days in the awarded reserve schedule in that portion of the OEE is less than or equal to the number of days included in the actual OE trip(s) in that portion of the OEE, the LPV for that portion of the OEE will be equal to the pay value of the OE trip(s) occurring in that portion of the OEE. This calculation does not depend on the dates on which the reserve days were awarded, only on the total number in that portion of the OEE.

3-C-3-i-(3)-(b) If the number of reserve days in the awarded reserve schedule in that portion of the OEE is greater than the number of days included in the actual OE trip(s) in that portion of the OEE, the LPV for that portion of the OEE will be equal to the pay value of the OE trip(s) occurring in that portion of the OEE plus five and one-quarter (5:15) hours for each such excess reserve day. This calculation does not depend on the dates on which the reserve days were awarded, only on the total number in that portion of the OEE.

3-C-3-i-(3)-(c) If a Reserve causes a disruption (as defined in Section [8-F-8-b](#)) to his training or OE, and the length of disruption/unavailability is less than five consecutive days within a Bid Period, the number of ‘excess reserve days’ calculated in Section [3-C-3-i-\(3\)-\(b\)](#) shall be reduced by the length of the disruption/unavailability in the Bid Period.

3-C-3-i-(3)-(d) If a Reserve causes a disruption (as defined in Section [8-F-8-b](#)) to his training or OE, and the length of disruption/unavailability is five or more consecutive days within a Bid Period, the number of ‘excess reserve days’ calculated in Section [3-C-3-i-\(3\)-\(b\)](#) shall be reduced in the Bid Period by the prorated number of reserve days that would apply to an availability period of that length, in accordance with Section [5-E-5](#).

Example 1: Assume a Pilot's OE Blocker Days ended on April 30. He completes OE on May 15 after flying two three-day trips valued at 16 hours each on May 2 and May 13. In May he was awarded a reserve line with seven reserve days in that portion of the OEE (May 1-15). When OE is complete, the OEE May 1-15 LPV will be adjusted to include the 32 hours from the OE trips, plus an additional 5.25 hours, because the period contained seven reserve days and the OE trips covered only six days. The Pilot's LPV for the OEE May 1-15 will be 37.25 hours.

Example 2: Assume a Pilot's OE Blocker Days ended on April 15. He completes OE on May 15 after flying two three-day trips valued at 16 hours each on April 21 and May 13. In April he was awarded a reserve line with nine reserve days in that portion of the OEE (April 16-30) and in May he was awarded a reserve line with seven reserve days in that portion of the OEE (May 1-15). At the end of the April Bid Period, the OEE April 16-30 LPV will be adjusted to include the 16 hours from the OE trip, plus an additional 31 hours, because the period contained nine reserve days and the OE trip covered only three days. The Pilot's LPV for the OEE April 16-30 will be 47.5 hours. When OE is complete, the OEE May 1-15 LPV will be adjusted to include the 16 hours from the OE trip, plus an additional 21 hours, because the period contained seven reserve days and the OE trip covered only three days. The Pilot's LPV for the OEE May 1-15 will be 37 hours.

Example 3: Assume a Pilot's OE Blocker Days ended on April 30, and the Pilot had a military leave of absence on April 30 and May 1. The Pilot completes OE on May 15 after flying two three-day trips valued at 16 hours each on May 2 and May 13. In May the Pilot was awarded a reserve line with ten reserve days in that portion of the OEE (May 1-15). When OE is complete, the OEE May 1-15 LPV will be adjusted to include the 32 hours from the OE trips, plus an additional 15.75 hours, because the period contained ten reserve days, the OE trips covered only six days and the Pilot had one day of unavailability, and the Pilot's LPV for the OEE May 1-15 will be 47.75 hours. In addition, the military leave on April 30 will reduce the calculations made under Section [3-C-3-i\(1\)](#) by three hours and seven minutes (3:07).

Example 4: Assume a Pilot's OE Blocker Days ended on April 25 and he disrupted his OE via a military leave of absence on April 30 and May 1. He completes OE on May 15 after flying two three-day trips valued at 16 hours each on May 2 and May 13. In April he was awarded a reserve line with three reserve days in that portion of the OEE (April 26-30). At the end of April, the April 26-30 LPV will be adjusted to include an additional 10.5 hours, because the period contained three reserve days and one day of disruption/unavailability. The Pilot's LPV for the OEE April 26-30 will be 10.5 hours. In May he was awarded a reserve line with ten reserve days in that portion of the OEE (May 1-15). When OE is complete, the OEE May 1-15 LPV will be adjusted to include the 32 hours from the OE trips, plus an additional 15.75 hours, because the period contained ten reserve days, the OE trips covered only six days and he had one day of disruption/unavailability, and the Pilot's LPV for the OEE May 1-15 will be 47.75 hours.

Example 5: Assume a Pilot's OE Blocker Days ended in June. In July, the Pilot disrupted his OE via a military leave of absence from July 1-15. He is not assigned any OE flying for the rest of July. At the end of July, the July 1-30 OEE LPV will be 47.25 hours, because the period contained no OE trip days, 18 reserve days and an imputed reduction of nine reserve days due to the disruption/unavailability (prorating a 15 day absence in a July 30 day Bid period per Section [3-C-3-i-\(3\)-\(d\)](#)).

3-C-4 For each Bid Period, a Lineholder's base pay shall be the greater of his PTC or Line Pay Value (or MPG through the April 2024 Bid Period), as compared on a dollar basis. For each Bid Period, a Reserve's base pay shall be the greater of his MPG or Line Pay Value, as compared on a dollar basis.

D- Add Pay

3-D-1 Add Pay as provided for in this Agreement shall be in addition to the base pay described in Section [3-C-4](#).

3-D-2 When Add Pay is accrued in conjunction with a Flying Flight Segment, the Add Pay will be calculated using the pay rate from Section [3-A-2](#). Otherwise, the Add Pay will be calculated using the pay rate from Section [3-A-3](#). A Pilot's Add Pay will be calculated off of his pay rate (i.e., the pay rate shall not include Add Pay already received).

3-D-3 A Pilot who drops a Trip or activity, with or without pay, shall not receive Add Pay associated with that Trip or activity. A Pilot who drops a portion of a Trip or activity, with or without pay, shall not receive Add Pay associated with the portion dropped.

3-D-3-a Example: A Reserve aggressively picks up a Field Standby assignment that reports at 1700 the following day. The Pilot subsequently is granted a vacation drop for that following day. The Pilot shall not receive three (3) hour of Add Pay under Section [20-K-10-b](#), since he dropped the activity (the reserve day).

3-D-4 Unless otherwise stated, provisions that entitle a Pilot to Add Pay are discrete and independent events.

3-D-4-a Example: A 777 Lineholder who accepted a twenty (20) hour SRM Trip shall receive twenty (20) hours of Add Pay. If on that Trip he is required to deadhead in a middle seat on a Flight scheduled for four (4) hours, he shall receive an additional two (2) hours of Add Pay at his pay rate.

3-D-4-b Example: A Lineholder who accepted a lineholder premium pay Trip for seventy-five percent (75%) Add Pay shall receive Add Pay equal to seventy-five percent (75%) of the scheduled pay value of the Trip. If on that Trip he is reassigned under Section [20-I-5-b](#) (assuming he volunteers for Section [20-I-5-b](#) reassignments), he shall also receive Add Pay equal to 50% of the pay value of the scheduled Flight Time and Deadhead Time that is part of this reassignment, using the appropriate pay rates from Sections [3-A-2](#) and [3-A-3](#). The Add Pay for the reassignment will not affect the Add Pay for the lineholder premium pay Trip.

3-D-4-c Example: A Reserve aggressively picks up a Field Standby assignment that reports prior to 1000 on the day following their days off. The Reserve shall receive four (4) hours of Add Pay, one (1) hour for Sections [20-K-10-a](#) and three (3) hours for [20-K-10-b](#).

3-D-5 Critical Coverage Override

At the Company's discretion, the Company may implement an additional twenty-five percent (25%) Add Pay premium, above any other premium Add Pay provided elsewhere in this Agreement, that would apply to all Trips flown in a specified Category for a designated period of time, regardless of how the Trip was placed on a Pilot's schedule or whether the underlying Trip had any other premium Add Pay attached to it. For example, the Company could establish that all EWR B777 FO Trips that touch October 31 shall be paid a premium in accordance with this Section [3-D-5](#).

3-D-6 For unaugmented Duty Periods in excess of ten (10) hours, a Pilot shall be paid Add Pay on a one to one (1:1) basis for any duty time in excess of ten (10) hours based on the greater of scheduled or actual duty time. For example, a Pilot who completes an unaugmented Duty Period scheduled for eleven hours and twenty minutes (11:20) but with an actual duration of eleven hours and forty-five minutes (11:45) shall be paid one hour and forty-five minutes (1:45) of Add Pay. For accounting purposes, the Add Pay provided in this Section [3-D-6](#) shall be added to the end of the last Flight in the Duty Period in which such pay value accrued.

3-D-7 For scheduled continuous ground time (as defined in Section [4-C-1-a](#)) in excess of two (2) hours, a Pilot shall be paid Add Pay on a one to two (1:2) basis for scheduled continuous ground time in excess of two (2) hours. For accounting purposes, the Add Pay provided in this Section [3-D-7](#) shall be added to the end of the last Flight in the Duty Period in which such pay value accrued.

3-D-8 Holiday Pay

3-D-8-a Full-Day Holidays. A Pilot who operates (including deadhead) a Trip that actually touches New Year's Day, Labor Day, Fourth of July, Halloween, Thanksgiving Day and Christmas Day shall be paid five hours and fifteen minutes (5:15) of Add Pay for each such holiday.

3-D-8-b Holiday Eves. A Pilot who operates (including deadhead) a Trip that actually touches the period between 1300 LBT and 2359 LBT on Christmas Eve or New Year's Eve shall be paid five hours and fifteen minutes (5:15) of Add Pay for each such event.

3-D-8-c For example, a Pilot completes a Trip that reported on Christmas Eve and completes the Trip on Christmas Day is entitled to Holiday Pay of ten hours and thirty minutes (10:30) for that Trip (in addition to any other types of pay under the Agreement).

E- Training Pay**3-E-1 Training Included in Monthly Schedule Preferencing**

3-E-1-a A Pilot shall receive five (5) hours of pay per day for training of less than five (5) days, including recurrent training.

3-E-1-b A Pilot shall receive three hours and seven minutes (3:07) of pay per day for training of five (5) days or more, excluding recurrent training.

3-E-2 Training Not Included in Monthly Schedule Preferencing

3-E-2-a A Lineholder shall receive pay (applied to PTC and LPV) equal to the pay value of the Trip(s) dropped, but no less than three hours and seven minutes (3:07) of pay per day for training of five (5) days or more, excluding recurrent training.

3-E-2-b A Reserve shall receive pay (applied to LPV) equal to five hours and fifteen minutes (5:15) for each reserve day dropped, but no less than three hours and seven minutes (3:07) of pay per day for training of five (5) days or more, excluding recurrent training.

3-E-2-c If a Pilot is given a new training assignment of five days or more after Section [20-F-4](#) is applied to a previous training assignment, the Pilot shall be paid three hours and seven minutes (3:07) toward LPV for each day that is part of both training assignments.

3-E-2-d If the training assignment results in vacation days being canceled, the pay value of the canceled vacation days shall be removed from Add Pay and added to the Pilot's Protected Time Credit and Line Pay Value.

3-E-3 Distance Learning

3-E-3-a In accordance with Section [9-G-15](#) and notwithstanding Section [3-E-2](#), a Pilot shall receive one (1) hour of Add Pay for every one and one-half (1.5) hours of the standard training length of the distance learning (as determined according to Section [9-G-15-c](#)), prorated, with a minimum pay of one (1) hour.

3-E-4 Section [3-E](#) shall not apply to training covered under Section [9-J](#).

F- Vacation Pay

3-F-1 Vacation included in Monthly Schedule Preferencing shall be paid as three and three-quarters (3.75) hours of Add Pay per day. Starting in the 2024-2025 vacation year, vacation included in Monthly Schedule Preferencing shall be paid as four and one-quarter (4.25) hours of Add Pay per day.

3-F-2 Vacation not included in Monthly Schedule Preferencing (i.e., vacation received through a vacation drop) shall be paid as follows and shall apply to the Pilot's Line Pay Value:

3-F-2-a A Lineholder shall receive pay equal to the pay value of the Trip dropped.

3-F-2-b A Reserve shall receive pay equal to five and one quarter hours (5:15) for each reserve day dropped.

G- Other Paid Absences and Activities

3-G-1 Except as otherwise provided in this Agreement, paid absences and activities that are included in Monthly Schedule Preferencing shall be paid two and eight-tenths (2.8) hours per day.

3-G-1-a The provisions of Section [3-G-1](#) do not apply to Pilots on Company business.

3-G-1-b The provisions of Section [3-G-1](#) do apply to a Pilot who has Not Qualified (e.g., NQ, NP) days included in Monthly Schedule Preferencing due to an anticipated lapse in qualification.

3-G-2 Except as otherwise provided for in this Agreement, paid absences and activities that are not included in Monthly Schedule Preferencing shall be paid as follows:

3-G-2-a A Lineholder shall receive pay equal to the pay value of the Trip(s) dropped.

3-G-2-b A Reserve shall receive pay equal to five and one quarter hours (5:15) for each reserve day dropped.

3-G-2-c Notwithstanding Sections [3-G-2-a](#) and [3-G-2-b](#), except as otherwise provided in this Agreement a Pilot on Not Qualified (NQ) status will not accrue Line Pay Value.

3-G-3 New-hire Pilots awaiting training and Pilots awaiting training immediately after being recalled from furlough shall not receive pay towards LPV for a single period of consecutive days. Any other periods of consecutive days shall be paid two and eight-tenths (2.8) hours per day. For any period of consecutive days that receives pay towards LPV and that is two (2) days or less, during that time the Pilot shall receive the expenses given in Section [9-E-1](#). For all other situations, the Pilot shall not receive the expenses given in Section [9-E-1](#), as measured by Company-designated flights from and to his Base.

H- Profit Sharing

3-H-1 Pilots shall participate in the Company profit sharing plan. If the Company extends eligibility for the Company profit sharing plan to any other employee group for employees with less than one (1) year of service as of Dec 31 of each year then Pilots who have not completed one (1) year of service as of Dec 31 of each year will also be included.

3-H-2 For profit-sharing based on the years 2023 and beyond (paid in 2024 and beyond), the Company profit sharing plan shall be funded with ten percent (10%) of pre-tax profit up to \$2.5 billion of pre-tax profit, plus twenty percent (20%) of pre-tax profit in excess of \$2.5 billion of pre-tax profit.

3-H-3 Special and unusual items shall be excluded from pre-tax profit when making the calculations in Section [3-H-2](#).

I- Miscellaneous

3-I-1 Overrides for International and Global Flying

3-I-1-a International Override. A Pilot shall receive Add Pay of seven dollars (\$7.00) per hour for Captains and five dollars (\$5.00) per hour for First Officers for any flight that operates to or from an airport outside of the contiguous United States, Alaska, or Canada.

3-I-1-b Narrowbody Global Override. Should the "Ocean crossing pay" provisions of the Delta Pilot Working Agreement be triggered, United will pay a Narrowbody Global Override as follows:

3-I-1-b-(1) For Bid Periods that Delta schedules, operates, and is obligated to pay pilots for segments that meet the definition of "Ocean crossing" (as defined in Section 3-A-10 of the Delta PWA effective March 2, 2023) and equals or exceeds seventy-five percent (75%) of United's scheduled Global Flight block hours on Equipment that pay an hourly rate less than the highest hourly rate of pay for Equipment operated by United (as of October 1, 2023, 767-300 and smaller aircraft), a Pilot shall receive Add Pay of eight dollars (\$8.00) an hour for Captains and six dollars (\$6.00) an hour for First Officers for any Global Flight operated on such Equipment.

3-I-1-b-(1)-(a) For example, if United schedules 10,000 Global Flight block hours on 767-300 and lower pay rate aircraft, Delta must schedule and operate 7,500 “Ocean crossing” block hours during the same bid period in order to trigger the Narrowbody Global Override.

3-I-1-b-(2) Until the threshold in Section [3-I-1-b-\(2\)](#) is met, the Company shall calculate the amount of “Ocean crossing pay” made to Delta pilots during each bid period and allocate that to Pilots who operated Global Flights on 767-300 or aircraft with a lower pay rate during the bid period.

3-I-1-b-(2)-(a) The amount of “Ocean crossing pay” paid to Delta pilots shall be determined using publicly available scheduled block hours and assuming crew augmentation as required by the UPA.

3-I-1-b-(2)-(b) The Narrowbody Global Override shall be distributed as Add Pay to Pilots who operated 767-300 or a lower pay rate aircraft on Global Flights during the bid period, pro-rated for the number of block hours the Pilot flew on such Global Flights and on a four to three (4:3) ratio of Captains to First Officers.

3-I-1-b-(3) The term “bid period” as used in this Section [3-I-1-b](#) refers generically to the monthly flight schedules, regardless of whether a specific bid period (e.g., the “January” bid period) started and/or ended on the same date at both Delta and United.

3-I-1-c For purposes of this Section [3-I-1](#), a Captain is a Pilot who is staffed as a Captain, and who is either current and qualified as Captain or who is receiving IOE as Captain. Additionally, for purposes of this Section [3-I-1](#), a Captain is an I/E who is entitled to fly as Pilot-in-Command in accordance with Section [23-K-1](#) regardless of what seat the I/E occupies on the Flight.

3-I-2 When a Pilot is entitled to the “greater of” two pay values, such comparison shall be made on a dollar basis.

3-I-3 Reassignments or operational changes to flying may increase or decrease a Pilot’s Line Pay Value, in accordance with Section [3-C-3-c](#). Reassignments or operational changes to flying do not impact a Lineholder’s PTC.

3-I-4 Performance Programs. Pilots shall participate in any broad-based employee performance program in which their performance contributes to the performance being rewarded (e.g. on-time incentive program, perfect attendance).

3-I-5 A Pilot shall be paid on the first (1st) and sixteenth (16th) of the month for the preceding Bid Period.

3-I-5-a The gross pay on the first (1st) shall be calculated as follows:

3-I-5-a-(1) A snapshot of his anticipated pay value will be taken no earlier than the sixteenth (16th) of the month prior.

3-I-5-a-(2) The gross pay shall be thirty-five (35) hours, if his anticipated pay value (including Add Pay) for the preceding Bid Period is greater than or equal to forty-five (45) hours;

3-I-5-a-(3) The gross pay shall be seventeen and one-half (17.5) hours, if his anticipated pay value (including Add Pay) for the preceding Bid Period is less than forty-five (45) but greater than or equal to thirty-five (35) hours;

3-I-5-a-(4) The gross pay shall be zero (0) hours, if his anticipated pay value (including Add Pay) for the preceding Bid Period is less than thirty-five (35) hours.

3-I-5-b The gross pay on the sixteenth (16th) shall be his calculated earnings from the preceding Bid Period less the gross pay received on the first (1st).

3-I-5-c In the event that either the first (1st) or the sixteenth (16th) of the month falls on a holiday or weekend, a Pilot shall be paid on the first business day immediately preceding the weekend or holiday, except that January 1st pay shall be paid on the first business day immediately following the holiday.

3-I-5-d The Company shall provide Pilots with access to both a 'pay register' and a 'pay advice' which, combined, constitute the Pilot's wage statement explaining all forms of compensation paid pursuant to this Agreement during a particular Bid Period.

3-I-6 A Pilot shall be paid two and eight-tenths (2.8) hours per day for each day between his mandatory retirement date and the last day of the bid period containing his mandatory retirement date (inclusive of each date).

J- New Aircraft Types

3-J-1 If the Company introduces an aircraft type that is not included in Section [3-A-1](#), the pay rate (as set forth in Section [3](#)) and Equipment banding (as set forth in Section [8](#)) for that new aircraft type shall be determined as follows:

3-J-1-a The Company shall give the Association notice of its intention to introduce a new aircraft type at least six (6) months prior to the estimated scheduled revenue service date or within thirty (30) days after entering into the contract for procurement of the new aircraft type, whichever is later.

3-J-1-b The parties shall meet within fifteen (15) days following a written request by either party to negotiate the pay rate and Equipment banding for such new aircraft type.

3-J-1-c The negotiations shall attempt to find a pay rate and Equipment banding that is consistent with the pay rates and Equipment banding of existing Equipment types. If such negotiations do not result in agreement within 100 days from the date this procedure is invoked, either party may submit the dispute to final and binding interest arbitration.

3-J-1-d The dispute shall be heard before an arbitrator selected from a panel of neutrals agreed upon in advance by the parties, using an alternate strike or other method of selection satisfactory to the parties. For Equipment banding, the arbitrator shall consider impact on quality of work life, additional training and currency requirements, etc.

3-J-1-d-(1) The hearing shall be conducted and briefing by the parties, if any, shall be completed 150 days from the date this procedure is invoked.

3-J-1-d-(2) The arbitrator's award shall be issued no later than 180 days from the date this procedure is invoked, and shall settle the dispute between the parties by giving the new aircraft type a pay rate and an Equipment band.

3-J-1-e Upon final agreement, or upon issuance of the arbitrator's award, as the case may be, retroactive compensation, if applicable, shall be paid to all Pilots who operated the new aircraft type in revenue service before the parties' agreement became effective or the award issued.

3-J-2 Nothing set forth herein shall prevent the Company from introducing a new aircraft type into revenue service before agreement is reached over its pay rate and Equipment band, provided that the pay rates assigned to the new aircraft type are not less than the minimum rates provided in Section [3-A-1](#).

3-K Line Check Pilot (LCP) Compensation

3-K-1 A Pilot's LPV and a Lineholder's PTC shall not be reduced as a result of an assignment as an LCP.

3-K-2 A Reserve who conducts an evaluation from a flight deck jumpseat on a reserve day shall be compensated via Add Pay for the pay hours of the Trip, and their MPG will be decremented by four hours, seventeen minutes and thirty-nine seconds (4:17:39) for each such reserve day. Notwithstanding Section [3-K-1](#), if the Reserve is removed from a Trip to conduct such an evaluation, the Add Pay received under this provision shall reduce the LPV the LCP receives for the removed Trip on a dollar for dollar basis up to an amount equal to that LPV.

3-K-3 For any Trip that the LCP is utilized in an LCP capacity, the LCP shall receive an LCP Override in accordance with the table below (calculated as twenty-five percent (25%) of the highest pay longevity for the aircraft operating in the Company fleet with the highest pay rate) for the pay value hours of the Trip. Such LCP Override shall be paid via Add Pay.

DOS	\$105.43
Snap Up	\$106.49
2024	\$111.81
2025	\$116.28
2026	\$120.94
2027	\$124.56

3-K-3-a The override contained in this Section [3-K-3](#) attaches once a Trip is locked (i.e., locked to prevent the LCP from dropping or trading the Trip) by the Company. The override is not removed, even if the Company does not actually use that Trip for LCP purposes. However, if the LCP ends up performing LCP work on a different LCP Trip on the same days, the LCP shall be paid the greater of the value of the locked Trip or the Trip actually flown.

3-K-3-b If the LCP and Company concur to remove a lock from a Trip (relieving the LCP of any LCP obligation for the Trip), the override shall be removed.

3-K-4 An Evaluator who performs LCP duties during a Flight Training Center month (full time or JS) shall receive their normal Flight Training Center monthly salary plus the LCP Override for the pay value hours for Trips on which the Evaluator performs LCP duties.

3-K-5 If the Company has designated any Open Trip in the LCP's Category as a lineholder premium pay Trip in accordance with Section [20-H-4-a](#), the Company may offer that same level of premium pay to an LCP to perform LCP duty on a different Trip not currently on the LCP's schedule. If using this provision, the Company cannot remove any advertised premium on an Open Trip unless the Open Trip has been processed through the trip-trade system in accordance with Section [20-P-3](#) at least once. The Company may target this offer of premium pay to the LCPs matching the specific qualification needed for the event (e.g. if the event to be performed requires a CPE qualification, the offer for premium pay would only apply to LCPs with a CPE qualification). The Company shall ensure that opportunities offered in accordance with this Section [3-K-5](#) are made in a manner to ensure a fair and equitable distribution among equally qualified LCPs, i.e., among similarly-situated and qualified LCPs the Trip should be awarded to the LCP with the fewest hours of premium LCP work in the Bid Period.

Section 4- Expenses, Lodging, and Transportation

4-A Per Diem

4-A-1 When on duty or on flight assignment, a Pilot shall receive two dollars and eighty-five cents (\$2.85) per hour for Flights within the continental United States and three dollars and forty cents (\$3.40) per hour for all other Flights, calculated from the time the Pilot is scheduled to report for duty or actually reports for duty, whichever is later, and shall continue until termination of duty or assignment upon return to their Base. Effective January 1, 2024, these per diem rates shall be increased to two dollars and ninety cents (\$2.90) and three dollars and forty-five cents (\$3.45), respectively. Effective on January 1, 2025, and again on each January 1st thereafter, these per diem rates shall be increased by two and one-half percent (2.5%) rounded to the nearest one (1) cent.

Year	CONUS	All Other
2023	\$2.85	\$3.40
2024	\$2.90	\$3.45
2025	\$2.97	\$3.54
2026	\$3.04	\$3.63
2027	\$3.12	\$3.72
2028	\$3.20	\$3.81
2029	\$3.28	\$3.91

4-A-2 Crew Meals

4-A-2-a Crew meals for each operating flight crew member shall be boarded in accordance with the table below:

Condition	Crew Meal Entitlements
When reporting for duty between 0001 and 0800 local time	One (1) Breakfast [Note: One (1) breakfast shall be considered as having also satisfied the requirement for one (1) meal in instances of overlapping entitlements with conditions 2) through 7) below.]
Duty period exceeds five (5) consecutive hours (exclusive of report and debrief time; inclusive of Surface Deadhead) without a scheduled consecutive ground time of at least 1:30 hours in duration	One (1) meal
Non-stop flight segments scheduled 4:00 hours to 4:59 hours in duration	One (1) meal

Condition	Crew Meal Entitlements
Non-stop flight segments scheduled 5:00 hours to 9:59 hours in duration	One (1) meal and one (1) snack
Non-stop flight segments scheduled 10:00 hours to 11:59 hours in duration	Two (2) meals
Non-stop flight segments scheduled 12:00 hours to 15:59 hours in duration	Two (2) meals and one (1) snack This snack shall be available prior to Departure.
Non-stop flight segments scheduled 16:00 hours or more in duration	Three (3) meals

4-A-2-b Notwithstanding Section [4-A-2-a](#), the ALPA Hotel Committee and the Company shall maintain a list of city-pairs, such that non-stop flight segments between a listed city-pair shall have the crew meal entitlement shown on the list. For city-pairs not on the list, Section [4-A-2-a](#) shall apply. The list may be modified and/or updated by mutual agreement between the Hotel Committee and the Company at any time. In addition, in September of each year either the ALPA Hotel Committee or the Company may call for a review of the list, and any city-pairs in disagreement will be removed from it.

4-A-2-c The snack referenced in “Box 6” in Section [4-A-2-a](#) shall be a pre-departure individual snack for each Pilot, with the special crew meal provision in Section [4-A-2-g-\(3\)](#) applying to the individual snack. In addition, the snack referenced in “Box 6” in Section [4-A-2-a](#) may be a “cold” snack.

4-A-2-d Other than as provided in the table in Section [4-A-2-a](#), crew meals shall not be boarded on any Flight unless requested by the SSC or Hotel Committee for all crews assigned that trip for the entire Bid Period.

4-A-2-e When the Company boards meals at the request of the SSC or Hotel Committee, the per diem provided in Section [4-A-1](#), shall be reduced by the cost of such meal to the Company. For the purpose of this Section [4-A-2-e](#), the cost to the Pilots when requesting a meal shall be as follows:

Breakfast	\$4.00
Lunch/Dinner	\$6.37
Snack	\$5.25

4-A-2-f Unavailable Crew Meals

4-A-2-f-(1) If a required crew meal is unavailable, reimbursement of reasonable actual expenses associated with obtaining a meal shall be paid to the Pilot. A meal is "unavailable" if it is not on board the aircraft, incomplete, or spoiled. A meal is not "unavailable" solely because it has been deemed unappetizing.

4-A-2-f-(2) If the unavailable crew meal was requested by the SSC or Hotel Committee, the reimbursement shall be offset by the meal cost specified in Section [4-A-2-e](#), which shall be charged to the Pilot. If the Pilot does not obtain a meal, or does not request reimbursement, the meal cost specified in Section [4-A-2-e](#) shall not be charged to the Pilot.

4-A-2-f-(3) Notwithstanding Section [4-A-2-a](#), the Company is not required to provide breakfast at airports at which no catering facilities exist. Instead, reimbursement of reasonable actual expenses associated with obtaining breakfast shall be paid to the Pilot. The Company will publish a list of airports where no catering facility exists.

4-A-2-g When a crew meal is to be provided, then:

4-A-2-g-(1) When Passenger First Class meals are provided to passengers on a specific Flight, a Pilot may order a Passenger First Class meal, from the choices available to passengers on the Flight. 'Passenger First Class meal' means the passenger meal served in the highest class of service on the Flight. Passenger First Class meals may be changed at any time and for any reason, without collaboration with or notice provided to ALPA.

4-A-2-g-(2) A Pilot may order a Crew Choice Meal only if the caterer for the Company at the location where the crew meal is boarded is capable of producing the Crew Choice meal and if it can be served in a safe and wholesome condition when it is required to be served. A 'Crew Choice Meal' is a meal designed in conjunction with the ALPA Hotel Committee and includes at least Beef (LTCH), Chicken (LTCC), Fish (LTCH) and Salad (SAML) options.

4-A-2-g-(3) A Pilot may order a Special Meal only if the caterer for the Company at the location where the crew meal is boarded produces Special Meals and if it can be served in a safe and wholesome condition when it is required to be served. Special Meal options shall be limited to those produced by that caterer at that location. A 'Special Meal' is an IATA-standard meal that United offers to passengers.

4-A-2-g-(4) If a Pilot does not order a meal, or orders a meal that is not available under the provisions of this Section [4-A-2-g](#), the Pilot shall be provided a Chicken or Beef meal whose quality, quantity, nutritional content, portion size, and wholesomeness shall be no less the Passenger First Class meal offerings at legacy United as of June 2012. Prior to making changes to Pilot meals provided in accordance with this Section [4-A-2-g-\(4\)](#), the Company shall advise and collaborate with ALPA on the change.

4-A-2-g-(5) All Pilot meals shall be separated from passenger meals. If a Pilot has ordered a meal in accordance with Section [4-A-2-g-\(1\)](#) through [\(3\)](#), above, and such meal is provided, the meal shall be labeled with the Pilot's name.

4-A-2-g-(6) If a choice of where to board a Pilot meal exists, the Company will not select a boarding location solely to limit the number of potential meal choices available to the Pilot.

If the ALPA Hotel Committee disagrees with the location selection, it may appeal to the senior-most flight-qualified Vice-President in charge of Flight Operations (or his designee).

4-A-3 The Company shall provide a supply of "energy" food to be available for the Pilot at his request on all Flights. The type and location of this food shall be reviewed with the Association on a periodic basis. It is agreed that the provisioning of granola bars in crew rooms satisfies the requirements of this provision.

4-A-4 Except when a deadheading Pilot meets the conditions and is provided a crew meal(s) as set forth in Section [4-A-2-a](#), he shall be provided with the normal meal service/options offered to passengers on that Flight and shall be reimbursed for any related expense.

4-B Hotel Guidelines

4-B-1 In addition to the provisions set forth in this Section [4](#), the mutually agreed ALPA – UAL Hotel Guidelines ("Hotel Guidelines") shall govern the sourcing, selection, retention, and de-selection of hotels and transportation. Any future revisions to the Hotel Guidelines require mutual agreement of the parties.

4-B-2 Disagreements between the parties regarding sourcing, selection, retention, and de-selection decisions of hotels and transportation as set forth in the Hotel Guidelines are subject to the exclusive Dispute Resolution Process ("DRP") set forth therein, and shall not be subject to the grievance procedures set forth in Section [17](#) and Section [18](#). Notwithstanding the DRP, contract violation disputes remain subject to the grievance procedures set forth in Section [17](#) and Section [18](#).

4-C Hotel Accommodations and Pilot Lounges

4-C-1 Ground Time

4-C-1-a Ground time is the time between Flight Segments within the same Duty Period.

4-C-1-b Pilots, when scheduled for continuous ground time of two (2) hours to four (4) hours, shall be furnished suitable lounge facilities as necessary to minimize fatigue. Such facilities shall be reviewed periodically with the Association.

4-C-1-b-(1) If the Company is unable to provide a suitable lounge facility at an airport other than the primary airport serving each Pilot Base, the Association may request and the Company shall provide a mutually acceptable off-airport facility.

4-C-1-b-(2) Notwithstanding Section [4-C-1-b-\(1\)](#) above, when the volume of Section [4-C-1-b](#) occurrences exceeds fifteen (15) per Bid Period at an airport other than the primary airport serving each Pilot Base (as determined by a rolling 12-month average of the number of Trips containing such occurrence), the Company will attempt to secure a crew lounge within six (6) months of the triggering event. If the rolling average described above subsequently drops below fifteen (15) occurrences before a crew lounge is secured, the present requirement to secure a crew lounge is eliminated unless and until the rolling average again exceeds fifteen (15).

4-C-1-c Pilots when scheduled for continuous ground time in excess of four (4) hours shall be furnished suitable single occupancy lodging in accordance with this Section [4-C](#) and the Hotel

Guidelines. Unless otherwise agreed by the parties during the hotel selection process, rooms shall be located within fifteen (15) minutes normal driving time from the airport.

4-C-1-d Notwithstanding Section [4-C-1-c](#), whenever a Pilot (including a Reserve) is scheduled for any ground time in excess of four (4) hours, but no more than five (5) hours, the Company may contact the Pilot prior to Departure of the trip and request his waiver of the hotel room. Lineholders may advise the Company of their requirements on a monthly basis. If the room is not available upon arrival, Pilots who have not agreed to waive the room may arrange for their own rooms and be reimbursed pursuant to Section [4-C-3](#).

4-C-2 Layovers

4-C-2-a A layover is the time between Duty Periods within the same Trip. Pilots on a layover shall be furnished suitable single occupancy lodging in accordance with this Section [4-C](#) and the Hotel Guidelines.

4-C-2-b A Pilot scheduled for a layover at a hotel that is within fifteen (15) minutes normal driving time from the layover airport may be scheduled for a minimum rest period pursuant to Section [5-E-3](#).

4-C-2-c When no approved hotel is located within fifteen (15) minutes normal driving time from the layover airport, then a Pilot scheduled for a layover at a hotel that is between fifteen (15) and thirty (30) minutes normal driving time from the layover airport may be scheduled for a minimum rest period pursuant to Section [5-E-3-a](#). Unless the scheduled layover hotel has been selected in accordance with Section [4-C-2-d](#), the maximum normal driving time from the layover airport shall not exceed thirty (30) minutes.

4-C-2-d Pilots when scheduled for layovers of fourteen (14) hours or more block to block shall be furnished lodging in the core business district of the city served. The parties may choose to select a hotel outside the core business district of the city served, but the Association reserves the right to return to such area in accordance with the processes outlined in the Hotel Guidelines.

4-C-3 Reimbursement for Hotel Expenses

When the Company has not provided a required hotel room or such room is not available, the Pilot may obtain alternate lodging and shall be reimbursed for reasonable actual lodging expenses. For layovers following a Duty Period containing a Global Flight Segment, "available" means the required hotel room must be available within thirty (30) minutes of the scheduled check-in time.

4-C-4 If an employee work stoppage is encountered at any layover facility, the Company shall consult with the hotel/transportation representative and, if requested, attempt to relocate layover crews at another mutually acceptable facility.

4-C-5 The primary airport serving each Pilot Base shall have a dedicated pilot lounge with a separate quiet-room.

4-D Transportation

4-D-1 Unless otherwise agreed by the parties during the transportation selection process in the Hotel Guidelines, transportation to hotels provided in accordance with Section [4-C](#) or transportation as provided for in Section [4-D-3](#) below shall be scheduled to be provided within fifteen (15) minutes of the crew's scheduled or planned Arrival time, whichever is later. When such transportation does not leave within thirty (30) minutes after actual block-in, Pilots may use other means of ground transportation to their hotel and may claim reimbursement for such transportation.

4-D-2 Hotel pick up times shall be arranged to have the Pilots arrive at the airport in sufficient time to report for duty at their assigned report time. Pick-up times shall be adjusted to the time of day and day of week of planned travel so that the Pilot is not required to arrive excessively early for his scheduled report time.

4-D-3 Provided he gives the Company sufficient notice, a Pilot whose trip begins or ends with a Surface Deadhead scheduled in accordance with Section [5-E-1-h-\(1\)](#) may elect to receive transportation in the opposite direction as that scheduled by the Company. If the scheduled Surface Deadhead is subsequently canceled (e.g., due to reassignment or diversion), he shall remain entitled to receive transportation back to the point at which he originated.

4-D-4 When a Trip originates and terminates at an airport that is not the primary airport of a Pilot's Base (commonly referred to as a "doubletown" Trip), he shall receive a mileage allowance of twenty-nine cents (\$0.29) per mile or the mileage rate found in Company policy, whichever is greater, for the actual performance of the scheduled trip calculated for the round trip driving distance between his Base airport and the airport at which the trip originates and terminates. Further, he shall receive thirty dollars (\$30.00) per hour plus per diem set forth in Section [4-A-1](#), calculated using the applicable time listed in the table directly below. However, the provisions of this Section [4-D-4](#) shall not apply to Surface Deadhead between LGA/JFK when a Pilot's primary airport is JFK or LGA, and the trip originates and terminates at LGA, or JFK, respectively.

4-D-4-a This provision shall also apply to (1) an unused Field Standby at an airport that is not the primary airport of a Pilot's Base, and (2) a Trip that was scheduled to originate and terminate at an airport that is not the primary airport of a Pilot's Base and that cancels within four (4) hours of report time. Such expenses shall be paid by pay claim.

Airport Pair	Travel Time
EWL-LGA	1:30
EWL-JFK	1:30
MDW-ORD	1:45
DCA-BWI	1:10
IAD-BWI	1:45
IAD-DCA	1:10
SFO-OAK	1:00

Airport Pair	Travel Time
SFO-SJC	1:00
SEA-BFI	0:45
IAH-HOU	1:15
LAX-BUR	1:15
LAX-ONT	2:15
LAX-PMD	2:30
LAX-SNA (LAX-based Pilots only)	2:00
TPA-MCO	2:30

4-E Temporary Flight Duty (“TDY”) and Special Assignment

4-E-1 TDY

4-E-1-a A Pilot on TDY shall receive per diem from the scheduled time of Departure from his Base until his Arrival at his Base at the completion of the TDY assignment. Per diem shall be discontinued during any period of days off during which he returns to his home Base or residence. Additionally, the Pilot shall receive twenty-five dollars (\$25.00) per day for the entire duration of the TDY assignment to include one (1) day prior to the Pilot's first required day on duty and one (1) day after the completion of his last Duty Period.

4-E-1-b The Pilot shall be provided suitable single lodging accommodations or be reimbursed for reasonable actual hotel expenses if he is required to secure his own accommodations. Such lodging shall be at a hotel that is (or that is approved to be) provided to Pilots on layover when Section [4-C-2-d](#) is applicable. However, a Pilot on TDY can elect to be lodged at a field layover hotel if such hotel is available (at the contract rate or other rate acceptable to the Company), and if the Pilot makes such an election within forty-eight (48) hours after the Pilot is awarded or assigned TDY. Once such election is made it cannot be changed unless the Pilot and Company both agree.

4-E-1-c The Pilot shall also be furnished transportation to and from his TDY assignment, plus transportation between the lodgings and the airport or reimbursed for reasonable actual transportation expenses if not furnished by the Company.

4-E-1-d The Company shall provide reimbursement for reasonable actual laundry and cleaning expenses when a TDY period is greater than five (5) consecutive days.

4-E-2 Special Assignment

4-E-2-a When a Pilot is away from his Base on special assignment (not including Pilots covered under Section [4-E-1](#)), reasonable actual expenses shall be reimbursed for meals,

transportation, laundry and lodging when not provided by the Company. Upon application, a Pilot shall be given an advance by the Company to cover such expense while on special assignment and within five (5) days after returning to his domicile or at the close of each week in the event a Pilot is away for a period longer than one (1) week. He shall submit an expense account for such advance in accordance with Company regulations and if he has returned to his domicile, such expense account shall be accompanied by the balance of any money advanced and not accounted for on such expense accounts.

4-E-2-b When a Pilot performs a special assignment at his Base not directly associated with his duties, he shall receive reasonable actual expenses for transportation and/or meals.

4-E-3 All reimbursable expenses provided for in Sections [4-E-1](#) and [4-E-2](#) must be submitted for reimbursement within ten (10) days after incurring the expenses.

4-F Uniforms

4-F-1 Pilots shall be allowed actual reasonable cleaning expenses, when supported by a receipt from a commercial cleaner for the cleaning of the following uniform items: jacket, vest, trousers, necktie, shirt and outer coat.

4-F-2 When the Company changes the Pilot uniform and requires Pilots to wear the new uniform item(s), the initial purchase cost of the following item(s) shall be borne by the Company: 1) one jacket and two pairs of trousers 2) one hat with emblem 3) one tie 4) one set of epaulets 5) one overcoat 6) one small and one large set of wings. This Section [4-F-2](#) does not cover the acquisition costs of routine replacements required by age and wear.

4-F-3 Uniform Replacement Benefits

Following a Company change to the Pilot uniform occurring after the date of signing of this Agreement in accordance with Section [4-F-2](#), the following uniform replacement benefits shall apply:

4-F-3-a On an annual basis each Pilot shall be entitled to the replacement cost for three shirts, one pair of pants, and one tie.

4-F-3-b Every five years each Pilot shall be entitled to the replacement cost of a uniform jacket.

4-F-3-c The entitlements in this Section [4-F-3](#) shall be limited to the cost of such replacement items at a vendor jointly approved by the Company and Uniform Committee and neither the Company's nor Uniform Committee's approval will be unreasonably withheld.

4-G New Hire Pilots

4-G-1 While in training, new hire Pilots shall be provided lodging and expenses as set forth in Section [9-E](#).

4-G-2 The cost of a new hire Pilot's standard initial uniform issue shall be borne by the Company.

4-H Miscellaneous Expenses

4-H-1 Visa and Passport Expenses

4-H-1-a If the issuing authority for a passport or required visa mandates that a Pilot appear in person to obtain or renew such document, the Pilot shall receive one (1) hour of Add Pay. In addition, they shall be eligible for reimbursement of reasonably associated expenses (e.g. parking) when supported by receipts. If the Company provides vendor services to assist Pilots in obtaining visas without requiring an in-person appearance, no Add Pay shall be due.

4-H-1-b A Pilot shall be pay protected for Trips removed from the Pilot's schedule due to a delay in visa processing for any location for which a second passport would not suffice. For example, a Pilot submits their primary passport that already includes a Russian visa to add a Chinese visa and the processing is delayed; that Pilot would be pay protected for Trips to both Russia and China (assuming both visa locations do not issue visas based on a second passport). In such case, the Pilot shall be treated in accordance with Section [20-F-1](#). A Pilot who attended a training event in excess of twenty-eight (28) consecutive calendar days within the last twelve (12) Bid Periods for Equipment that operates to a destination requiring a visa and does not apply for a visa during training shall not be eligible for such pay protection when such opportunity or necessity existed.

4-H-1-c The Company shall reimburse each Pilot for the cost of maintaining a second passport.

4-H-2 All vaccinations recommended by the Centers for Disease Control ("CDC") for each region a Pilot will visit while on Company duty shall be provided at no cost.

4-H-3 The Company shall reimburse Pilots for governmental fees associated with the Global Entry (U.S. Customs Border Protection) program or successor program.

4-H-4 The Company shall reimburse Pilots for CrewPASS costs, including initiation and subscription fees and reasonable increases to such costs and fees.

4-H-5 Deadheading Pilots, Pilots on a crew rest break on an augmented flight, Pilots traveling to and from training, and any Pilots otherwise traveling at the direction of the Company are entitled to reimbursement for the use of inflight entertainment (e.g., DirecTV and internet) during such Flights. When a Pilot is deviating in accordance with Section [5-D](#), this reimbursement for inflight entertainment is limited to the maximum reimbursement the Pilot could have received had he stayed on his original deadhead. For example, if a Pilot who was scheduled to deadhead from ORD to EWR instead deviates from ORD to DEN to PHX, then his reimbursement on the two-leg deadhead deviation is limited to the maximum reimbursement he could have received on the single scheduled deadhead.

4-H-6 If a Pilot is entitled to claim reasonable actual expenses for meals and/or transportation, he may also claim up to an additional fifteen percent (15%) of such expenses to cover gratuities.

4-H-7 Unusual but reasonable expense(s) encountered by a Pilot that are not normally reimbursable shall be reimbursed, provided he submits appropriate supporting documentation.

4-H-8 When a Pilot receives an assignment within three (3) hours of the assignment's report time, at its discretion the Company may offer to reimburse a Pilot's parking expense, in order to reduce or eliminate a delay. The Company shall administer this provision in a fair and consistent manner. This provision does not alter the parking expense entitlements in Sections [20-A-4-a](#) and [4-H-9](#) in any way.

4-H-9 Parking Expenses

4-H-9-a If a Pilot is scheduled to fly or deadhead from the primary airport serving his Base, or from any airport that is paired with his primary Base airport on the list of airport pairs shown in Section [4-D-4](#), and parking is not provided for his automobile, public facilities may be used and charges shall be paid by the Company. Such charges shall be submitted within ten (10) days using the appropriate expense reimbursement system and shall be supported by a receipt.

4-H-9-b In the event parking facilities are not available for employees at a Company station location not covered in Section [4-H-9-a](#), the Company shall assume the monthly parking charges up to a maximum of sixty dollars (\$60.00) per month. This provision does not apply to original or replacement charges for employees for parking decals, stickers, gate keys or similar items. It is understood that a Pilot may park his car at either his Base or some other Company station location, if parking space is available, in which case the Company shall be obligated to assume only the expense of one location.

4-H-10 Reimbursement for Expenses

4-H-10-a Except as specifically provided in Section [4-E-3](#) for TDY and Special Assignments, requests for all other reimbursements pursuant to this Section [4](#) shall be submitted to the Company within one (1) year of the incurrence of such expenses. Time spent on Leaves of Absence pursuant to Section [12](#) will extend the one-year deadline on a day-for-day basis.

4-H-10-b Pilot expense reimbursements due in accordance with the UPA are not limited by Company policy and all requests for reimbursement shall be submitted in accordance with Company procedures. The Company has the right to require substantiation of expenses from the Pilot. Requirements for supporting documentation shall be limited to itemized receipts and, when applicable, a screenshot or printout of the actual pairing providing the complete details of the Trip associated with the expense.

Section 5- Hours of Service

5-A Non-Company Flying

Pilots shall devote their entire professional flying service to the Company provided that nothing in this Agreement shall be construed to prevent any Pilot from affiliating or assuming duties with the military services of the United States.

5-B Limitations on Hours of Service

5-B-1 Bid Period Limitations During Monthly Schedule Preferencing

5-B-1-a The Line Production Average ("LPA") for a Category shall be no less than seventy-two (72) Line Credit hours and no greater than eighty-four (84) Line Credit hours, set to the nearest minute.

5-B-1-a-(1) When any Pilot is on Involuntary Furlough, the LPA for a Category shall be no less than seventy-two (72) Line Credit hours and no greater than seventy-nine (79) Line Credit hours, set to the nearest minute.

5-B-1-b Lineholder schedules shall be constructed during Monthly Schedule Preferencing using a Line Credit range for each Category determined as follows:

Lower End of Range	LPA	Upper End of Range
LPA – 5	72 - 75	LPA + 5
70	75 - 78	LPA + (LPA – 70)
LPA – 8	78 - 82	LPA + 8
LPA – (90 – LPA)	82 - 84	90

5-B-1-c Line Credit values used in Monthly Schedule Preferencing shall be as follows:

5-B-1-c-(1) The Line Credit value of a Trip shall be the pay value of the Trip that occurs in the Bid Period.

5-B-1-c-(2) The Line Credit value of a paid absence or activity other than vacation shall be the pay value of that absence or activity that occurs in the Bid Period.

5-B-1-c-(3) The Line Credit value of vacation shall be three and one-quarter (3.25) hours per day. For the 2024-2025 vacation year, the Line Credit value of vacation shall be three and three-quarter (3.75) hours per day. Starting with the 2025-2026 vacation year, the Line Credit value of vacation shall be four and one-quarter (4.25) hours per day.

5-B-1-c-(4) The Line Credit value of an unpaid absence or activity shall be two and eight-tenths (2.8) hours per day.

5-B-1-d When it is mathematically impossible to award a Lineholder a schedule in his Category's Line Credit range, the Pilot shall be awarded a schedule whose Line Credit value is as close to that Line Credit range as possible, but no more than ninety (90) Line Credit hours.

5-B-1-e The SSC may waive the provisions in Sections [5-B-1-a](#) and [5-B-1-b](#). If a Category has schedule construction difficulties due to homogenous Trips and the problem cannot be solved without waiving such provisions, the SSC shall assist in addressing the problem by waiving such provisions. If such waiver continues to be required, the Company shall modify Trip construction, provided a practicable solution exists.

5-B-2 Bid Period Limitations After Monthly Scheduling Preferencing

5-B-2-a Measurement of Actual Block Hours

5-B-2-a-(1) Actual Block Hours shall begin:

5-B-2-a-(1)-(a) upon aircraft movement as registered by the GSI system for GPS-equipped aircraft; or

5-B-2-a-(1)-(b) with the closure of all cabin and cargo doors and the release of the parking brake for all other aircraft.

5-B-2-a-(2) Actual Block Hours shall end with the opening of the first cabin or cargo door upon completion of the Flight Segment.

5-B-2-b Lineholders

5-B-2-b-(1) A Lineholder's "Flying Hours" is the Actual Block Hours performed in the Bid Period plus the scheduled block hours yet to be performed in the Bid Period. The block hours of a Flight shall attach to the Bid Period that contains the flight's scheduled local Departure time, as reflected in the final scheduled pairing information display (or its equivalent) in the crew management system. However, if a Trip reports and releases entirely within a Bid Period, as measured by the time at the Pilot's Base, then all block hours of that Trip shall attach to that Bid Period.

5-B-2-b-(2) A Lineholder's "Nonflying Hours" is the Line Credit value from Section [5-B-1-c](#) for any paid absence or activity that was included in Monthly Schedule Preferencing and that remains on his schedule, plus the scheduled block hours in Trips that are dropped with pay, plus five and one-quarter (5:15) hours for each duty day that he performs as a recurrent training fill-in (not including duty days consisting entirely of travel) in accordance with Section [20-Q-11](#). The Line Credit Value of days blocked in accordance with Section [20-C-3-c](#) are not 'Nonflying Hours' (nor are they 'Flying Hours').

5-B-2-b-(3) If an assignment or reassignment causes the sum of a Lineholder's Flying Hours and Nonflying Hours to exceed ninety (90) hours (or to exceed his sum of Flying Hours and Nonflying Hours just prior to the assignment or reassignment, if already higher than ninety (90) hours), his schedule shall be repaired in accordance with Section [20-F](#) before departing on his next Trip, to reduce such sum to or below the applicable limit.

5-B-2-b-(4) If in the Actual Operation the sum of a Lineholder's Flying Hours and Nonflying Hours exceeds ninety-two (92) hours, before departing on his next Trip his schedule shall

be repaired in accordance with Section [20-F](#) to bring such sum to ninety (90) hours or less. However, after a Lineholder has departed on his next to last Trip of the Bid Period, the Company may choose to not apply this provision for the balance of the Bid Period.

5-B-2-b-(5) A Lineholder may waive the repair required by Section [5-B-2-b-\(3\)](#) or [5-B-2-b-\(4\)](#) without waiving all the limits in Section [5-B-2-b](#). If he does waive such a repair, the limit on the sum of his Flying Hours and Nonflying Hours for the Section under which the repair was waived is reset to the waived value.

5-B-2-b-(6) A Lineholder may waive the limits in this Section [5-B-2-b](#). Additionally, a Lineholder shall be deemed to have waived such limits if a voluntary schedule adjustment that causes the sum of his Flying Hours and Nonflying Hours to increase also causes it to exceed ninety (90) hours. In either case, the waiver cannot be rescinded, except that when a Lineholder who uses the trip-trading system to cause such sum to rise above ninety (90) hours then subsequently to drop below ninety (90) hours, he shall be afforded the opportunity to rescind such waiver.

5-B-2-b-(7) After a Lineholder has departed on his last Trip of the Bid Period, the Company may choose to not apply the limits in this Section [5-B-2-b](#) for the balance of the Bid Period.

5-B-2-c Reserves

5-B-2-c-(1) A Reserve's "Flying Hours" is the Actual Block Hours performed in the Bid Period, plus the scheduled block hours yet to be performed in the Bid Period, plus one (1) hour for every two (2) hours of deadhead performed or yet to be performed associated with revenue flying, excluding deadhead associated with CRAF and Charter flying. The block hours of a Flight shall attach to the Bid Period that contains the flight's scheduled local Departure time, as reflected in the final scheduled pairing information display (or its equivalent) in the crew management system. However, if a Trip reports and releases entirely within a Bid Period, as measured by the time at the Pilot's Base, then all block hours of that Trip shall attach to that Bid Period.

5-B-2-c-(2) A Reserve's "Nonflying Hours" is the Line Credit value from Section [5-B-1-c](#) for any paid absence or activity that was included in Monthly Schedule Preferencing and that remains on their schedule, plus four hours and eighteen minutes (4:18) for each reserve day on sick leave and five and one-quarter (5:15) hours for all other reserve days entitled to be dropped for five and one-quarter (5:15) hours of pay, plus five and one-quarter (5:15) hours for each reserve day that they perform as a recurrent training fill-in (including reserve days spent traveling to such fill-in assignments) in accordance with Section [20-Q-11](#), plus five and one-quarter (5:15) hours for each occurrence of Reserve Call Out Pay they receive in accordance with Section [3-C-3-g](#). The Line Credit Value of days blocked in accordance with Section [20-C-3-c](#) are not 'Nonflying Hours' (nor are they 'Flying Hours').

5-B-2-c-(3) A Reserve shall not be assigned flying if such assignment would cause the sum of his Flying Hours and Nonflying Hours to exceed ninety (90) hours. This provision shall not apply after a Reserve has departed on a Trip, except that a Reserve may be reassigned to exceed such limit only if the reassignment also includes the Pilot or Pilots he is flying with at the time of reassignment.

5-B-2-c-(4) A Reserve may waive the limit in Section [5-B-2-c-\(3\)](#). Additionally, a Reserve shall be deemed to have waived such limit if his Flying Hours obtained through the use of Aggressive Pick-Up exceeds five-ninths (5/9ths) of the difference between ninety (90) hours and his Nonflying Hours. In either case, the waiver cannot be rescinded.

Example: A Reserve has nine (9) Nonflying Hours. The difference between ninety (90) and his Nonflying Hours is eighty-one (81). Five-ninths (5/9ths) of eighty-one is forty-five (45). If the Pilot uses Aggressive Pick-Up to pick up Trips that cumulatively exceed forty-five (45) Flying Hours, he shall be deemed to have waived the limits.

5-B-2-c-(5) For purposes of schedule repair, a Reserve who is assigned to a Line of Flying under Section [20-D-2](#) for part of the Bid Period shall be treated like a Lineholder while he is flying the Line of Flying.

5-B-2-d The limits in Sections [5-B-2-b](#) and [5-B-2-c-\(3\)](#) do not apply when a Pilot receives an OE assignment that is his last assignment of the Bid Period, provided the Pilot has at least twelve (12) days off, including days off during training, in the full Bid Period.

5-B-3 An unaugmented Duty Period shall not contain more than eight (8) scheduled hours of Flight Time, except that an unaugmented Duty Period may contain up to nine (9) scheduled hours Flight Time if it contains two (2) or more Flying Flight Segments, does not contain ANF, and reports between 0500 and 1959 (using the time frame of reference in effect for the Duty Period in accordance with Section [5-E-1](#)).

5-B-3-a After the report time of a Trip, a Pilot may waive the eight (8) hour Flight Time limitation for an unaugmented Duty Period that contains a single Flying Flight Segment, provided the single Flying Flight Segment does not depart from an Equipment-Base for the Pilot's Equipment.

5-B-4 FAR Limit of 1,000 Hours in 365 Consecutive Calendar Days

5-B-4-a Before the Monthly Schedule Preferencing bidding window opens for each Bid Period, the Company shall calculate and make available a Personal Block Cap ("PBC") for each Pilot.

5-B-4-b A Pilot's PBC shall be the lesser of:

5-B-4-b-(1) One-thousand (1,000) hours minus each of the following:

5-B-4-b-(1)-(a) The Pilot's Actual Block Hours and projected block hours in the ten (10) Bid Periods prior to the Bid Period being preferenced.

5-B-4-b-(1)-(b) For the Bid Period following the Bid Period being preferenced, the projected average block hours in the Pilot's Category (but no more than eighty (80) hours) minus the Line Credit value described in Section [5-B-1-c](#) for the Pilot's projected absence(s) and activities.

5-B-4-b-(2) One-thousand (1,000) hours minus each of the following:

5-B-4-b-(2)-(a) The Pilot's Actual Block Hours and projected block hours in the nine (9) Bid Periods prior to the Bid Period being preferenced.

5-B-4-b-(2)-(b) For the two (2) Bid Periods following the Bid Period being preferenced, the projected average block hours in the Pilot's Category (but no more than eighty (80) hours) minus the Line Credit value described in Section [5-B-1-c](#) for the Pilot's projected absence(s) and activities.

5-B-4-c When making the calculations described in Section [5-B-4-b](#), if the Pilot's block hours for any Bid Period are less than fifty-five (55) hours, the Company may impute a value no greater than fifty-five (55) hours.

5-B-4-d During Monthly Schedule Preferencing, if the Pilot's PBC plus the Line Credit value described in Section [5-B-1-c](#) for each known absence and activity is less than the upper end of the Line Credit range for his Category, the Company may elect to give the Pilot a modified Line Credit range. The upper end of his modified Line Credit range shall be the Pilot's PBC plus the Line Credit value described in Section [5-B-1-c](#) for each known absence and activity. The lower end of his modified Line Credit range shall be the lesser of 1) the upper end of his modified Line Credit range minus eight (8) hours or 2) the lower end of the Line Credit range for the Pilot's Category.

5-B-4-e After Monthly Schedule Preferencing, a Pilot's PBC shall be applied to his Actual Block Hours and projected block hours. A Pilot may exceed his PBC by up to two (2) hours without Company concurrence. With Company concurrence, he may exceed his PBC by more than two (2) hours. The Company may exceed a Pilot's PBC without his concurrence. The Pilot's schedule shall not be repaired as a result of exceeding his PBC.

5-B-4-f After Monthly Schedule Preferencing, at Pilot request the Company may increase the PBC of the Pilot to a value greater than that determined in Section [5-B-4-b](#).

5-C Deadhead

5-C-1 Basic Flight Deadheading

When On-Line deadheading on a Basic Flight, a Pilot shall be booked positive space in First Class, if available at time of booking. If First Class is not available, the Pilot shall be booked as outlined below, but shall be upgraded automatically (in seniority order within Status and ahead of all upgrading passengers) if a First Class seat becomes available. However, a Pilot shall not be eligible for such automatic upgrade if the deadhead booking occurs at or within three (3) hours of flight Departure, in which case upgrades will be processed in accordance with Section [5-C-1-d](#).

5-C-1-a When First Class is not available at time of booking,

5-C-1-a-(1) On a three-class aircraft, the Pilot shall be booked in Business Class. If Business Class is not available at the time of booking, the booking shall be in Economy Plus (or Premium Economy, at Company discretion) with a priority order of aisle, then window, then middle seat.

5-C-1-a-(2) On a two-class aircraft, the Pilot shall be booked in Economy Plus (or Premium Economy, at Company discretion) with a priority order of aisle, then window, then middle seat.

5-C-1-b When deadheading to or from any assignment, if the deadhead leg is greater than eight (8) hours or if an amount of consecutive deadheading in the Duty Period is greater than eight (8) hours, the Pilot shall be booked in accordance with the provisions of Section [5-C-2](#).

5-C-1-c A Pilot whose deadhead is booked under this Section [5-C-1](#) shall not be required to deadhead in Economy Class if the seat is not an Economy Plus or Premium Economy seat except that:

5-C-1-c-(1) If the aircraft is not configured with Economy Plus seating, then premium Economy Class seating that has extra legroom shall satisfy a requirement to be seated in Economy Plus.

5-C-1-c-(2) If the aircraft is not configured with Economy Plus seating, premium Economy Class seating, Business Class or First Class, the Pilot may be seated in Economy Class even if the seat is not Economy Plus.

5-C-1-d Regardless of the class of service booked and unless specified elsewhere in this Agreement, Pilot upgrades will be processed in accordance with Company Business Travel policy.

5-C-1-e In the event of an oversold situation (including an equipment substitution that results in fewer available premium seats), a deadheading Pilot booked in First or Business Class will not be downgraded until after all passengers who received a free upgrade (that is, passengers who used neither dollars nor miles for the upgrade) are downgraded and after all passengers who received an upgrade are downgraded. Then, downgrades will be made in inverse positive space priority (and in inverse boarding date order within Status). Revenue passengers (whether using dollars or miles) will not be downgraded before the Pilot. In no case shall a Pilot be downgraded to accommodate a passenger who would receive a free upgrade.

5-C-1-f A deadheading Pilot in uniform shall be permitted to board the aircraft as if he were a working crewmember once the minimum number of flight attendants are on board or anytime thereafter, unless prohibited by government regulations. Other deadheading Pilots may board at any time during the passenger boarding process. A deadheading Pilot must, prior to boarding, check in and have his boarding pass scanned.

5-C-1-g If a Pilot is required to deadhead in a middle seat in Economy Class (including Economy Plus and Premium Economy), he shall receive Add Pay equal to fifty percent (50%) of the scheduled Flight Time of the deadhead leg. A Pilot may not reseat himself to obtain such Add Pay. When submitting a pay claim for such Add Pay, a Pilot must provide supporting documentation, including but not limited to the reservation number, the seat actually occupied, and a description of the event.

5-C-1-g-(1) Notwithstanding Section [5-C-3](#), a Pilot may be re-seated out of an Economy Plus or Premium Economy middle seat into an Economy Plus or Premium Economy aisle or window seat if such seat is made or becomes available (due to any reason) prior to Departure.

5-C-2 Global Flight Deadheading

When On-Line deadheading on a Global Flight, a Pilot shall be booked positive space. Pilots shall be booked in Business Class, if available at the time of booking. If Business Class is unavailable, the booking shall be in First Class, if available at the time of booking. If both Business Class and First Class are unavailable, Business Class shall be overbooked to accommodate the Pilot, unless Business Class does not exist on the aircraft, in which case First Class shall be overbooked to accommodate the Pilot. When a Pilot is booked in Business Class, any upgrade to First Class will be processed in accordance with Company Business Travel policy. When a Pilot is overbooked in Business Class or First Class, he shall be boarded in Business Class or First Class and may not be downgraded to Economy Class (including Economy Plus). In no case shall a Pilot whose deadheading is booked under this Section [5-C-2](#) be required to deadhead in Economy Class (including Economy Plus). A Pilot who is booked in First Class may only be downgraded to Business Class by using the procedure found in Section [5-C-1-e](#).

5-C-3 Within a class of service, a deadheading Pilot may only be resealed to accommodate disabled customer seating, as a result of failing to meet check-in requirements, or due to seat map changes. In the event a Pilot is resealed, he shall select a new seat from the remaining available seating. Unless the Pilot agrees otherwise, the new seat must have the same standard of seating (e.g., aisle seat) as the old seat.

5-C-4 Off-line Deadheading

5-C-4-a Off-line deadheading of less than three (3) hours may be booked in Economy Class.

5-C-4-b Off-line deadheading of three (3) hours or more shall be booked in Business Class, if available. If Business Class is unavailable, First Class shall be booked. If both Business Class and First Class are unavailable, Economy Class may be booked. However, unless he agrees otherwise, a Pilot may not be deadheaded off-line in Economy Class on a Global Flight of three (3) hours or more if the Pilot can be deadheaded, in compliance with this Agreement, on a Company flight or flights.

5-C-4-c Upon request, the parties shall meet to consider information and recommendations which the Association may have regarding the suitability of a foreign carrier for deadheading.

5-C-4-d Upon certification of the first Part 121 or foreign equivalent (Part 129) carrier to fly single pilot aircraft, the parties shall meet and discuss offline deadheading on such aircraft.

5-C-5 If the Company fails to provide a contractually compliant seat to a Pilot who met all check-in requirements, and if this results in the Pilot's deadhead flight being changed, he will be eligible for the Add Pay described in Section [20-L-5](#) and, if the Pilot is a Lineholder, for day-off restoration described in Section [20-N](#). The Pilot shall make a claim for this pay and restoration through his Flight Office.

5-C-6 If the Company fails to provide a contractually compliant seat to a Pilot for any Flight on which they are scheduled to deadhead, and if this results in the Pilot's deadhead flight being changed, the Pilot will be available for reassignment provided their pairing is first legally modified to connect them with a portion of their original pairing.

5-C-6-a If the Pilot is subsequently reassigned to, and actually operates (that is, there is an actual Departure), one or more new Flight Segments prior to being physically connected with

a portion of their original pairing, the Pilot will be eligible for Add Pay equal to fifty percent (50%) of the scheduled Flight Time or Deadhead Time for each new Flight Segment, but no less than two and one-half (2.5) hours and no more than five (5) hours for a Basic Trip and no less than five (5) hours and no more than eight (8) hours for a Global Trip. The Pilot shall make a claim for this pay through their Flight Office.

5-C-7 A Pilot may waive any provision in Section [5-C](#).

5-D Deadhead Deviation

5-D-1 A Pilot may elect to deviate from a deadhead provided he contacts the Company no later than fifteen (15) hours prior to the deadhead or the time of assignment or reassignment, whichever is later. The Company may waive this notification requirement. Under normal circumstances, a Pilot is expected to deviate within one or two days of the scheduled deadhead. A Pilot who is deviating from a deadhead is authorized to travel as follows:

5-D-1-a if the Pilot's Base and home of record are both in the forty-eight (48) contiguous United States: from a location within the forty-eight (48) contiguous United States to the airport at which a Trip begins, or from the airport where a Trip ends to any location in the forty-eight (48) contiguous United States.

5-D-1-b if the Pilot's Base is in the forty-eight (48) contiguous United States and his home of record is not: from a location within the forty-eight (48) contiguous United States or from his home of record to the airport at which a Trip begins, or from the airport where a Trip ends to any location in the forty-eight (48) contiguous United States or to his home of record.

5-D-1-c if the Pilot's home of record is in the forty-eight (48) contiguous United States and his Base is not, from a location within the forty-eight (48) contiguous United States or from his Base to the airport at which a Trip begins, or from the airport where a Trip ends to any location in the forty-eight (48) contiguous United States or to his Base.

5-D-1-d if the Pilot's Base and home of record are both not in the forty-eight (48) contiguous United States, from his Base or home of record to the airport at which a Trip begins, or from the airport where a Trip ends to his Base or home of record. In addition, a Pilot based in Guam (and whose home of record is not in the forty-eight (48) contiguous United States) is authorized to travel in the Pacific Theater of Operations (which does not include any part of the forty-eight (48) contiguous United States).

5-D-2 A Pilot shall be provided PS5 positive-space authorization for his deviation, and Section [21-P](#) (Commuter Policy) shall apply to the deviation. When deviating, a Pilot is not permitted, nor is the Company required, to book over the positive-space authorization levels for the deviation.

5-D-3 At the Start of a Trip

If a Pilot who has notified the Company of his election to deviate at the start of a Trip is reassigned so that a deadhead no longer starts the Trip, then he shall be permitted to use the positive-space authorization of his deviation to travel to the location at which the reassigned Trip begins.

5-D-4 In the Middle of a Trip

Notwithstanding Section [5-D-1](#), Company concurrence is required if a Pilot intends to deviate in the middle of a Trip. Before being released to deviate, it is the Pilot's responsibility to ensure he has not been reassigned.

5-D-5 At the End of a Trip

5-D-5-a No Intervening Off-Duty Period

A Pilot who has notified the Company of his election to deviate at the end of a Trip and who does not have an intervening Off-Duty Period between the last Flying Flight Segment and the deadhead shall be released to the deviation upon Arrival of the last Flying Flight Segment (provided he has not been reassigned by the Arrival of the last Flying Flight Segment). Before being released to deviate, it is the Pilot's responsibility to ensure he has not been reassigned.

5-D-5-b Intervening Off-Duty Period

A Pilot who has notified the Company of his election to deviate at the end of a Trip and who has an intervening Off-Duty Period between the last Flying Flight Segment and the deadhead shall be handled as follows:

5-D-5-b-(1) Reserve

A Reserve must contact the Company after the Arrival of the last Flying Flight Segment of the Trip. If he is not given a reassignment at that time, he shall be released to the deviation, provided that with sufficient reason for doing so, the Company may cancel the deviation and require him to remain on the original Trip.

5-D-5-b-(2) Lineholder, Basic Flight

A Lineholder whose last Flying Flight Segment before the deviation is a Basic Flight must contact the Company after the Arrival of the last Flying Flight Segment of the Trip. If he is not given a reassignment at that time, he shall be released to the deviation, provided that with sufficient reason for doing so, the Company may require him to remain available for up to three (3) hours but no later than 1900 local time for reassignment. Provided he contacted, or attempted to contact, the Company promptly after blocking in, the three (3) hour time period begins at the time of block in. The time the Lineholder remains available for reassignment is initially classified as neither duty nor off duty. If he is given an assignment that does not require an off-duty period, then the time he remained available for reassignment becomes part of his Duty Period. If he is given an assignment that does require an off-duty period, that off-duty period shall begin at the time he receives the reassignment and his previous on-duty period shall end at the release time as calculated from his last Flying Flight Segment.

5-D-5-b-(3) Lineholder, Global Flight, US Layover

A Lineholder whose last Flying Flight Segment before the deviation is a Global Flight, and whose intervening Off-Duty Period is located in the contiguous United States, shall be released to the deviation upon the Arrival of the last Flying Flight Segment (provided he has not been reassigned by the Arrival of the last Flying Flight Segment). Before being released to deviate, it is the Pilot's responsibility to ensure he has not been reassigned.

5-D-5-b-(4) Lineholder, Global Flight, Foreign Layover

A Lineholder whose last Flying Flight Segment before the deviation is a Global Flight, and whose intervening Off-Duty Period is located outside of the contiguous United States, must contact the Company after the Arrival of the last Flying Flight Segment of the Trip. If he is not given a reassignment at that time, he shall be released to the deviation.

5-D-6 When a Pilot deviates from his originally scheduled deadhead segment, the pay value of the Trip shall not be modified as a result of the deviation.

5-D-7 When a Pilot deviates from a deadhead segment originally scheduled at the start of a Trip, a report time of forty-five (45) minutes before a Basic Flight, of ninety (90) minutes before a Global Flight, or of thirty (30) minutes before a deadhead shall be applied before the first event after the deviation, and the period before that report time shall be considered Off Duty for contractual duty and Off Duty purposes.

5-D-8 When a Pilot deviates from a deadhead segment originally scheduled at the end of a Trip, contractual Off-Duty shall begin at the scheduled release time of the originally scheduled deadhead segment.

5-D-9 A Pilot who elects to deviate shall maintain his scheduled transportation (original times only) and scheduled hotel room associated with previously-scheduled layovers, provided the Pilot notifies the Company within two (2) hours of the deadhead deviation being entered into the scheduling system. The Company will provide an electronic means for the Pilot to make such notification (which the Pilot must utilize to make the notification).

5-D-10 A Pilot may waive any provision in Section [5-D](#).

5-E Scheduled On-Duty Provisions

The provisions in this Section [5-E](#) shall apply to Trip construction and assignments. This Section [5-E](#) shall also apply to reassignments made before 1100 on the day prior to the Trip's report time.

5-E-1 Scheduled Duty Limitations

5-E-1-a When constructing Trips for Monthly Schedule Preferencing, unaugmented Duty Period limits shall be at least thirty (30) minutes more restrictive than the flight duty limits established by FAR 117, and shall not exceed thirteen (13) hours, unless waived by the SSC. In all other instances, unaugmented Duty Period limits shall match those established by FAR 117. Notwithstanding the above, the provisions of FAR 117.15 ("Flight duty period: Split duty") shall not be utilized.

5-E-1-b Single-Augmented Duty Period Limits

5-E-1-b-(1) When all Flying Flight Segments in a single-augmented Duty Period are conducted on aircraft having Class 1 or Class 2 Crew Rest Facilities, such Duty Period shall not exceed fourteen hours and twenty minutes (14:20).

5-E-1-b-(1)-(a) Notwithstanding the above, when a single-augmented Duty Period contains one (1) or more Flying Flight Segments that utilize the IPP seat in use on 777HD aircraft as of March 2018 as a crew rest facility, such Duty Period shall not

exceed thirteen hours and twenty minutes (13:20). This provision is not limited to 777HD aircraft.

5-E-1-b-(1)-(b) Notwithstanding the above, when a single-augmented Global Duty Period contains one or more Flying Flight Segments that utilize an IPP seat that is smaller (i.e., narrower and/or shorter) than the IPP seat in use on 777HD aircraft as of March 2018 as a crew rest facility, the limit for such Global Duty Period shall be the flight duty period limits established by FAR 117 for unaugmented operations. This provision is not limited to 777HD aircraft.

5-E-1-b-(2) A single-augmented Duty Period that consists solely of a single Flight Segment operated on a 757-200 aircraft using the crew rest configuration described in Section [5-J-1-j](#) shall be limited to one and one-half (1.5) hours less than the flight duty period limits established by FAR 117.

5-E-1-b-(2)-(a) However, such Duty Period shall be limited to two (2) hours more than the Flight Time of the Flight Segment or the limit given in Section [5-E-1-b-\(2\)](#), whichever is greater, when the single Flight Segment in such a Duty Period is operating between the following airport pairs: STR-EWR, FRA-EWR, BCN-EWR, TXL-EWR, CDG-IAD, AMS-IAD, ARN-EWR, CPH-EWR, and HAM-EWR.

5-E-1-b-(3) When a single-augmented Duty Period consists solely of a single Flight Segment that operates between Chicago and Honolulu, Maui, or Kona or between Houston and Honolulu, Maui, or Kona, such Duty Period shall not exceed fourteen hours and twenty minutes (14:20).

5-E-1-b-(4) For all other single-augmented Duty Periods, the limit for such Duty Period shall be the flight duty period limits established by FAR 117 for unaugmented operations.

5-E-1-b-(5) When a single-augmented Basic Duty Period is operated on aircraft having Class 3 Crew Rest Facilities, the combination of such Duty Period and Reserve Availability Period shall not exceed seventeen (17) hours.

5-E-1-c Double-Augmented Duty Period Limits

5-E-1-c-(1) A double-augmented Duty Period that contains one Flying Flight Segment may not exceed the flight duty period limits established by FAR 117.

5-E-1-c-(1)-(a) If the Flying Flight Segment is conducted on an aircraft having Class 1 Crew Rest Facilities, the release time of the Duty Period shall not be included when complying with the Duty Period limit.

5-E-1-c-(1)-(b) If the Flying Flight Segment incurs a diversion or a fuel stop (even if pre-planned on a recurring basis), it shall continue to be considered as one (1) Flying Flight Segment.

5-E-1-c-(1)-(c) If an intermediate stop is added to the Flying Flight Segment (e.g., HKG-ORD is routed HKG-NRT-ORD), the new sequence shall continue to be considered as one Flying Flight Segment, provided that the intermediate stop is added no earlier than seven (7) days prior to Trip Departure and the ground time at the intermediate stop is

realistic. However, the new sequence is considered to be a reassignment for Add Pay and Day-Off Restoration purposes.

5-E-1-c-(2) A double-augmented Duty Period that contains more than one Flying Flight Segment shall be limited to two (2) hours less than the flight Duty Period limits established by FAR 117.

5-E-1-d Notwithstanding Sections [5-E-1-a](#), [5-E-1-b](#), and [5-E-1-c](#), a Duty Period that ends with a deadheading Flight Segment, including a Duty Period consisting solely of deadheading, shall be limited to:

5-E-1-d-(1) One (1) hour more than the unaugmented Duty Period limits in Section [5-E-1-a](#), whenever Sections [5-E-1-d-\(2\)](#) or [5-E-1-d-\(3\)](#) do not apply.

5-E-1-d-(2) One (1) hour more than the double-augmented flight duty period limits established by FAR 117 for a non-FRMS Flying Flight Segment having a Class 1 rest facility, if all of the deadheading is done on a Business Class or First Class seat that reclines to a 'lie-flat' or 'near lie-flat' position.

5-E-1-d-(3) When the Duty Period consists of a single deadheading flight segment on a flight operating under an approved FRMS (as established at the deadheading Pilot's report time), one (1) hour more than the scheduled FRMS limit that would be applied if the deadheading Pilot was actually operating the Flight, if all of the deadheading is done on a Business Class or First Class seat that reclines to a 'lie-flat' or 'near lie-flat' position. However, if the application of Section [5-E-1-d-\(1\)](#) or [5-E-1-d-\(2\)](#) produces a greater Duty Period limit, then this paragraph shall not apply.

5-E-1-d-(4) When a Duty Period ends with Surface Deadheading, the following shall apply:

5-E-1-d-(4)-(a) If the Surface Deadheading falls under Section [5-E-1-h-\(2\)](#), then Sections [5-E-1-d-\(1\)](#) and [5-E-1-d-\(5\)](#) shall apply to the Duty Period.

5-E-1-d-(4)-(b) If the Surface Deadheading falls under Section [5-E-1-h-\(1\)](#) and the Pilot's activity immediately prior to the Surface Deadhead is a deadheading Flight Segment, then Sections [5-E-1-d-\(1\)](#) and [5-E-1-d-\(5\)](#) shall apply to the Duty Period.

5-E-1-d-(4)-(c) If the Surface Deadheading falls under Section [5-E-1-h-\(1\)](#) and the Pilot's activity immediately prior to the Surface Deadhead is not a deadheading Flight Segment, then this Section [5-E-1-d](#) shall not apply to the Duty Period.

5-E-1-d-(5) When a Duty Period scheduled under this Section [5-E-1-d](#) includes one or more Flying Flight Segments, the imputed Duty Period that ends at the scheduled block-in time of the last such Flying Flight Segment must comply with Section [5-E-1-a](#), [5-E-1-b](#), or [5-E-1-c](#), as appropriate.

5-E-1-e A deadheading Flight Segment shall not be counted when determining the number of Flight Segments in a Duty Period for FAR flight duty period limits.

5-E-1-f On a case-by-case basis, the SSC may approve an increase in the duty limits described in this Section [5-E-1](#).

5-E-1-g Time Frame of Reference for Scheduled Duty Limitations

5-E-1-g-(1) For all Basic Duty Periods and for Global Duty Periods consisting solely of flights operating within North, South and Central America, the time frame of reference used to determine scheduled duty limitations shall be the Pilot's Base time.

5-E-1-g-(1)-(a) However, the time frame of reference shall switch to that specified in FAR when a Pilot has traveled to a geographical area that is more than sixty (60) degrees longitude from his Base, and has either spent seventy-two (72) hours in that area or had thirty-six (36) consecutive hours free from duty in that area.

5-E-1-g-(2) For all other Duty Periods, the time frame of reference used to determine scheduled duty limitations shall be that specified in FAR.

5-E-1-h Surface Deadheading

5-E-1-h-(1) For Surface Deadheading between the airport pairs listed below, the following provisions shall apply.

Airport Pair	Travel Time	Airport Pair	Travel Time
LGA-JFK	0:45	SEA-BFI	0:45
EWR-LGA	1:30	MIA-FLL	1:45
EWR-JFK	2:00	MIA-PBI	2:00
MDW-ORD	2:00	FLL-PBI	1:00
DCA-IAD	1:10	IAH-HOU	1:15
DCA-BWI	1:10	LAX-BUR	1:15
IAD-BWI	1:45	LAX-ONT	2:15
SFO-OAK	1:00	LAX-PMD	2:30
SFO-SJC	1:00	LAX-SNA (LAX-based Pilots only)	2:00
TPA-MCO	2:30		

5-E-1-h-(1)-(a) The Duty Period shall include the travel time for the airport pair. Except as provided in Section [5-E-1-h-\(1\)-\(b\)](#), such time shall not be considered Deadhead Time for the application of Sections [5-G-6](#), [20-I-5-b](#), [20-I-9-a](#), [20-I-9-b](#), [20-L-5-a](#) and [20-L-5-a-\(1\)](#). If a layover occurs before or after the Surface Deadhead, the travel time shall be added to the Duty Period in which the Pilot travels between the airports. This Section [5-E-1-h-\(1\)-\(a\)](#) shall not apply to downtown layovers in New York City, downtown layovers between IAD and DCA, and downtown layovers between OAK and SFO if scheduled for a downtown San Francisco hotel.

5-E-1-h-(1)-(b) When the Surface Deadhead occurs at the beginning or end of a Trip, the travel time for the airport pair shall be added to either the first or last Duty Period of the Trip, as determined by the Company. One-half (1/2) of such time shall be considered Deadhead Time for the application of Sections [5-G-6](#), [20-I-5-b](#), [20-I-9-a](#), [20-I-9-b](#), [20-L-5-a](#) and [20-L-5-a-\(1\)](#).

5-E-1-h-(2) For all other Surface Deadheading, the following provisions shall apply:

5-E-1-h-(2)-(a) The Duty Period shall include the normal driving time between the airports. If a layover occurs before or after the Surface Deadhead, the drive time shall be added to the Duty Period in which the Pilot travels between the airports.

5-E-1-h-(2)-(b) When the Surface Deadhead occurs at the beginning or end of a Trip, the normal driving time between the airports shall be added to either the first or last Duty Period of the Trip.

5-E-1-h-(2)-(c) The estimated Flight Time between the airports shall be considered Deadhead Time for the application of Sections [5-G-6](#), [20-I-5-b](#), [20-I-9-a](#), [20-I-9-b](#), [20-L-5-a](#) and [20-L-5-a-\(1\)](#).

5-E-1-h-(2)-(d) “Normal driving time” shall be determined using a reputable third-party source.

5-E-1-i Secondary Airports/Co-Terminals

5-E-1-i-(1) The Company shall designate a primary airport for each Base. Trips built for a Base may be scheduled to originate and terminate at an airport that is paired with the primary airport in the list of airport pairs found in Section [5-E-1-h](#), with no additional time added to any Duty Periods in the Trip. If two primary airports are paired together (e.g., EWR/LGA), the provisions of Sections [5-E-1-h](#) and [5-E-1-i](#) shall remain available for use without restriction or limitation.

5-E-1-i-(2) Secondary airports where drive time between terminals is less than ninety (90) minutes (as determined by the peak drive time using a reputable third-party source) are presumptively approved, with ALPA concurrence required for all other secondary airports. The travel time included in the Section [4-D-4-a](#) and Section [5-E-1-h](#) tables for new secondary airports shall be the peak drive time using a reputable third-party source.

5-E-2 Report and Release Times

5-E-2-a Report Times

5-E-2-a-(1) Basic Flight – The report time shall be forty-five (45) minutes when the first Flight in a Duty Period is a Basic Flight, except that the report time shall be sixty (60) minutes when the Duty Period is the first Duty Period of a Trip.

5-E-2-a-(2) Global Flight – The report time shall be ninety (90) minutes when the first Flight in a Duty Period is a Global Flight, except that:

5-E-2-a-(2)-(a) The report time shall be sixty (60) minutes if the Duty Period does not contain a flight segment requiring augmentation by the UPA and the first Flight does not depart at an airport on one side of the Atlantic or Pacific Ocean and arrive at an airport on the other side of the Atlantic or Pacific Ocean.

5-E-2-a-(2)-(b) The report time may be reduced to sixty (60) minutes if the Duty Period is the first Duty Period of the Trip and the Pilot concurs.

5-E-2-a-(3) Deadhead Flight - Notwithstanding Sections [5-E-2-a-\(1\)](#) and [5-E-2-a-\(2\)](#), when the first Flight in a Duty Period is a deadhead, the report time shall be thirty (30) minutes.

5-E-2-a-(4) The Company may increase any report time given herein, and such additional time shall be considered as duty time.

5-E-2-b Release Times

5-E-2-b-(1) Basic Flight – The release time shall be fifteen (15) minutes when ending a Duty Period whose last Flight is a Basic Flight, except that the release time shall be thirty (30) minutes if the Pilot is required to clear customs at the completion of the Duty Period.

5-E-2-b-(2) Global Flight – The release time shall be thirty (30) minutes when ending a Duty Period whose last Flight is a Global Flight. If in the Actual Operation at certain airport locations the thirty (30) minute release time is continually less than required, the Company and the Association agree to discuss increasing the release time to a more reasonable amount of time.

5-E-2-c When a Surface Deadhead starts or ends a Duty Period, the applicable report or release time for the adjoining Flight Segment shall be included in the Duty Period either before or after the Surface Deadhead, but not both.

5-E-3 Minimum Scheduled Off-Duty Time

If more than one of the following provisions applies, the greatest amount of off-duty time shall be used.

5-E-3-a Thirty (30) minutes more than the applicable FAR if the layover hotel is more than fifteen (15) minutes normal drive time from the layover airport.

5-E-3-b Eleven (11) hours after an unaugmented Duty Period that is scheduled to be more than eleven (11) hours. However, the Off-Duty Period may be less than eleven (11) hours provided that the Pilot's next scheduled Off-Duty Period is at least fourteen (14) hours and the total scheduled duty time of the Duty Periods before and after the Off-Duty Period of less than eleven (11) hours is no more than twenty-three (23) hours.

5-E-3-c Eighteen (18) hours after a Basic Duty Period that contains a Flight Segment of more than eight (8) hours.

5-E-3-d Eighteen (18) hours after a Global Duty Period that contains more than eight (8) hours of Flight Time. This scheduled off-duty time may be reduced to no less than twelve (12) hours if the only remaining Flight in the Trip is a deadhead back to the Pilot's Base; in such case, the Pilot is not eligible to be reassigned to a Flying Flight Segment during the Duty Period following a scheduled off-duty time of less than eighteen (18) hours.

5-E-3-e Twelve hours and forty-five minutes (12:45) at the conclusion of a Trip or Field Standby.

5-E-3-e-(1) When a Reserve receives a Trip assignment, such twelve hours and forty-five minutes (12:45) shall be added to the end of the Trip to establish the earliest time the Reserve may be required to report for his next assignment.

5-E-3-e-(2) During Monthly Schedule Preferencing, a Lineholder may select a value between twelve hours and forty-five minutes (12:45) and fourteen hours (14:00), to the nearest minute, to be the minimum off-duty time provided at the conclusion of each Trip

when awarding the Pilot's schedule. However, if the selected value makes it mathematically impossible to award a schedule in the Line Credit range, such value shall not be used.

5-E-3-f Twenty-four (24) hours after a Global Trip.

5-E-3-f(1) During Monthly Schedule Preferencing, a Lineholder may select a value between twenty-four (24) hours and sixty (60) hours, to the nearest hour, to be the minimum off-duty time between Trips that operate in different geographical regions, as defined in a table maintained and published by the Company and the Association, when awarding the Pilot's schedule. However, if the selected value makes it mathematically impossible to award the Pilot a schedule in the Line Credit range, such value shall not be used.

5-E-3-g After a Global Trip that contains three (3) or more Duty Periods, a Pilot's Off-Duty Period shall not end until he has had at least two (2) consecutive periods from 0100 to 0700 that are free from duty. Duty Periods consisting only of a single deadhead of no more than three (3) hours Deadhead Time shall not count towards the "three or more Duty Periods" in this Section [5-E-3-g](#).

5-E-3-h A Pilot assigned to a Basic Trip shall have a scheduled Off-Duty Period of at least twenty-four (24) consecutive hours at his Base at least once in the 168-hour period that begins when the Pilot's last Off-Duty Period of at least twenty-four (24) consecutive hours ended.

5-E-3-i The minimum Off-Duty Period in this Section [5-E-3](#) may be reduced by one (1) hour when such period extends to or beyond 0200 Standard Time on the day when the change is made from Standard Time to Daylight Time at a location where the time change is made.

5-E-3-j When a Pilot changes Bases they shall be entitled to a minimum Off-Duty Period of the planned travel time to the new Base, calculated based on the scheduled Arrival of the first online flight between the Bases following completion of the Pilot's last Trip in the Bid Period, plus ten (10) hours if the new Base is in the same time zone as the prior Base or thirty (30) hours if the new Base is in a different time zone from the prior Base. This restriction shall also apply to Monthly Schedule Preferencing and Trip trading.

5-E-4 Lineholder Minimum Days Off

5-E-4-a When a Lineholder is available for a full Bid Period, his schedule shall contain a minimum of twelve (12) days off.

5-E-4-b When a Lineholder is available for a partial Bid Period due to absences and activities included in Monthly Schedule Preferencing, except as otherwise provided for in this Agreement his schedule shall contain a prorated minimum number of days off outside of those absences and activities, according to the following tables.

Thirty (30) Day Months						Thirty-One (31) Day Month					
Days Available	Days Off	Days Available	Days Off	Days Available	Days Off	Days Available	Days Off	Days Available	Days Off	Days Available	Days Off
1	0	11	4	21	8	1	0	11	4	21	8
2	1	12	5	22	9	2	1	12	5	22	9
3	1	13	5	23	9	3	1	13	5	23	9
4	2	14	6	24	10	4	2	14	5	24	9
5	2	15	6	25	10	5	2	15	6	25	10
6	2	16	6	26	10	6	2	16	6	26	10
7	3	17	7	27	11	7	3	17	7	27	11
8	3	18	7	28	11	8	3	18	7	28	11
9	4	19	8	29	12	9	4	19	7	29	11
10	4	20	8	30	12	10	4	20	8	30	12
										31	12

5-E-4-c During Monthly Schedule Preferencing, each Lineholder shall be scheduled for a minimum one (1) day off at his Base in each seven (7) day period. This provision shall apply between Trips, between Trips and reserve duty, and between Trips and training of less than five (5) days. A Lineholder may opt out of this provision.

5-E-4-d After Monthly Schedule Preferencing, if no Pilots are on Involuntary Furlough, a Lineholder may reduce his minimum number of days off provided in Section [5-E-4-a](#) or [5-E-4-b](#), as applicable, by up to two (2).

5-E-5 Reserve Minimum Days Off

5-E-5-a When a Reserve is available for a full Bid Period, they shall be scheduled for thirteen (13) days off in each thirty (30)-day Bid Period and fourteen (14) days off in each thirty-one (31)-day Bid Period, except for the June, July, August and December Bid Periods, which shall have one (1) less day off per respective Bid Period (e.g., twelve (12) days off in a thirty (30)-day Bid Period).

5-E-5-b When a Reserve is available for a partial Bid Period due to absences and activities included in Monthly Schedule Preferencing, except as otherwise provided for in this Agreement his schedule shall contain a prorated number of days off (and Global HDOs, if applicable) outside of those absences and activities, according to the following tables.

Thirty (30) Day Bid Periods					
Days Available	Total Days Off	Holy Days Off (Global Reserves)	Days Available	Total Days Off	Holy Days Off (Global Reserves)
1	0	0	16	7	3
2	1	0	17	7	4
3	1	0	18	8	4
4	2	0	19	8	4
5	2	0	20	9	4
6	3	0	21	9	4
7	3	0	22	10	5
8	3	0	23	10	5
9	4	0	24	10	5
10	4	0	25	11	5
11	5	0	26	11	5
12	5	3	27	12	6
13	6	3	28	12	6
14	6	3	29	12	6
15	7	3	30	13	6

Thirty (30) Day Bid Periods (June, July, August, December)					
Days Available	Total Days Off	Holy Days Off (Global Reserves)	Days Available	Total Days Off	Holy Days Off (Global Reserves)
1	0	0	16	6	3
2	1	0	17	7	4
3	1	0	18	7	4
4	2	0	19	8	4
5	2	0	20	8	4
6	2	0	21	8	4
7	3	0	22	9	5
8	3	0	23	9	5
9	4	0	24	10	5
10	4	0	25	10	5
11	4	0	26	10	5
12	5	3	27	11	6
13	5	3	28	11	6
14	6	3	29	12	6
15	6	3	30	12	6

Thirty-One (31) Day Bid Periods					
Days Available	Total Days Off	Holy Days Off (Global Reserves)	Days Available	Total Days Off	Holy Days Off (Global Reserves)
1	0	0	16	7	3
2	1	0	17	8	4
3	1	0	18	8	4
4	2	0	19	9	4
5	2	0	20	9	4
6	3	0	21	9	4
7	3	0	22	10	5
8	4	0	23	10	5
9	4	0	24	11	5
10	5	0	25	11	5
11	5	0	26	12	5
12	5	3	27	12	6

Thirty-One (31) Day Bid Periods					
Days Available	Total Days Off	Holy Days Off (Global Reserves)	Days Available	Total Days Off	Holy Days Off (Global Reserves)
13	6	3	28	13	6
14	6	3	29	13	6
15	7	3	30	14	6
			31	14	6

Thirty-One (31) Day Bid Periods (June, July, August, December)					
Days Available	Total Days Off	Holy Days Off (Global Reserves)	Days Available	Total Days Off	Holy Days Off (Global Reserves)
1	0	0	16	7	4
2	1	0	17	7	4
3	1	0	18	8	4
4	2	0	19	8	4
5	2	0	20	8	4
6	3	0	21	9	5
7	3	0	22	9	5
8	3	0	23	10	5
9	4	0	24	10	5
10	4	0	25	11	6
11	5	3	26	11	6
12	5	3	27	11	6
13	5	3	28	12	6
14	6	3	29	12	6
15	6	3	30	13	6
			31	13	6

5-E-5-c If no Pilots are on Involuntary Furlough, a Reserve may volunteer to convert one (1) or two (2) days off to a reserve day. If the Company accepts such a conversion, the Reserve shall receive four (4) hours of Add Pay per day. A maximum of two (2) days off per Bid Period may be converted. If the Reserve is sick on the converted day, the Add Pay shall be removed, the conversion shall be reversed, and sick leave shall not be debited for that day.

5-E-5-d If no Pilots are on Involuntary Furlough and the LPA for the Reserve's Category is above seventy-seven (77:00) hours, a Reserve may pick up an extra reserve day and their MPG shall be increased by four hours seventeen minutes and thirty-nine seconds (4:17:39). Such election may be made during Monthly Schedule Preferencing and the extra Reserve Day will be added as part of the Reserve's schedule award. Additionally, with Company concurrence on where the day is placed, the extra day may be added as a conversion in accordance with [5-E-5-c](#) (with an increase to the Reserve's MPG of four hours seventeen minutes and thirty-nine seconds (4:17:39) rather than Add Pay) and provided the election is made prior to the first (1st) day of the Bid Period. Exercise of this ability shall not reduce the Reserve's minimum days off to more than two (2) days below the days off provided in Section [5-E-5-a](#). If the Reserve is sick on the reserve day added in accordance with this Section [5-E-5-d](#), the Reserve's MPG shall be reduced by four hours seventeen minutes and thirty-nine seconds (4:17:39) and sick leave shall not be debited for that day.

5-E-5-e If a Reserve is moved to a Line of Flying, he shall receive the days off in that Line of Flying in lieu of the days off in his reserve line for the same period. Such Reserve shall comply

with the provisions of Section [5-E-4](#) not Section [5-E-5](#), and if a schedule repair is necessary to comply with the provisions of Section [5-E-4](#), it shall be made in accordance with Section [20-F-1](#).

5-E-6 Types of Reserve Days Off

5-E-6-a RDO (Regular Day Off): a reserve day off, found only in a Global Reserve's schedule, that may be disrupted for the assignment of a Global Trip.

5-E-6-b HDO (Holy Day Off): a reserve day off that may not be disrupted for the assignment of a trip.

5-E-6-c FDO (Flexible Day Off): a reserve day off for a Basic Reserve that may be disrupted for the assignment of a two (2)-day Basic Trip. Without the concurrence of the Pilot and the Company, an FDO may only be placed on the first day of a period of days off and may not be placed after a period of six (6) days of reserve availability or on a golden day off as defined in Section [5-E-9](#).

5-E-6-d VDO (Voluntary Day Off): a reserve day off, voluntarily converted from RDO, HDO, or FDO, that may be disrupted for the assignment of a Trip or for the assignment to Long Call, Short Call, or Field Standby.

5-E-7 Reserve Schedule Construction During Monthly Schedule Preferencing

5-E-7-a The minimum consecutive days of reserve availability shall be determined by the Company. These minimum consecutive days of reserve availability shall not be applied across Bid Periods.

5-E-7-b For Basic Reserves available for the full Bid Period, schedules shall be constructed with a maximum of four (4) periods of days off, consisting of not less than two (2) days each. The first day of one (1) of the day-off periods shall be an FDO and the remaining days off shall be HDOs.

5-E-7-c For Basic Reserves available for a partial Bid Period, schedules shall be constructed with a maximum of four (4) periods of days off, consisting of not less than two (2) days each. Such a Reserve may be assigned a single day off in order to provide one (1) day off in a seven (7) day period if the reserve line cannot be constructed with the minimum two (2) days off requirement or as a result of prorated days. The first day of one (1) of the day-off periods shall be an FDO and the remaining days off (if any) shall be HDOs.

5-E-7-d For Global Reserves available for the full Bid Period, schedules shall be constructed with a maximum of four (4) blocks of days off, consisting of not less than two (2) days off within each block. The Global Reserve may bid to have their schedule include either: (A) a block of six (6) HDOs; or (B) two (2) blocks of three (3) HDOs each; or (C) one (1) block of four (4) HDOs and one (1) block of two (2) HDOs. A Global Reserve who does not bid for Options (B) or (C) will have their schedule built with a single block of six (6) HDOs (Option A). The remaining days off in the Bid Period will be RDOs. Patterns of RDOs shall be in accordance with a table maintained and published by the Company and the Association.

5-E-7-d-(1) When an unpaid absence is included inside a block of HDOs, the remaining days off outside of the unpaid absence shall remain HDOs.

5-E-7-e For Global Reserves available for a partial Bid Period, schedules shall be constructed with prorated HDOs. Prorated patterns of RDOs shall be in accordance with a table maintained and published by the Company and the Association.

5-E-7-f Each reserve line shall have a minimum of one (1) day off in each seven (7) day period. Notwithstanding Sections [5-E-7-b](#), [5-E-7-c](#), [5-E-7-d](#), and [5-E-7-e](#), to provide one (1) day off in a seven (7) day period across Bid Periods, a Pilot may allow for one (1) of his days off to be awarded within the first six (6) days of the Bid Period, which shall not count as a day-off period.

5-E-7-g If a Reserve with recurrent training included in Monthly Schedule Preferencing is awarded reserve days of availability that are adjacent to that recurrent training, then:

5-E-7-g-(1) For a Basic Reserve, the minimum reserve days of availability shall be two (2) days either immediately before or immediately after recurrent training.

5-E-7-g-(2) For a Global Reserve with two (2) day or three (3) day recurrent training, the minimum reserve days of availability shall be three (3) days either immediately before or immediately after recurrent training.

5-E-7-g-(3) For a Global Reserve with four (4) day recurrent training, the minimum reserve days of availability shall be two (2) days either immediately before or immediately after recurrent training.

5-E-7-g-(4) Nothing herein shall prevent a Reserve from being awarded days off immediately before and/or immediately after recurrent training.

5-E-7-h On a daily basis, using normal rounding, the Company shall not require more than eighty percent (80%) of the available Reserves to be scheduled for a reserve day. For purposes of this Section [5-E-7-h](#), “available Reserves” is the number of Pilots below the G Line who could be a reserve on a given day; for example, a Pilot with no absences or activities is ‘available’ every day in the Bid Period.

5-E-7-h-(1) Each Category will have a designated number of Reserves whose schedule award is locked prior to enforcing this Section [5-E-7-h](#). This number shall be determined as follows:

5-E-7-h-(1)-(a) The Company will determine the number of reserve days required in each Category. That number of reserve days shall be multiplied by 20% then divided by seventeen (17), except that for the June, July, August, and December Bid Periods the number shall be divided by eighteen (18). Should this calculation produce a result that is not a whole number, normal rounding shall be used.

5-E-7-h-(1)-(b) Examples: If the Company-determined number of reserve days in a Category is 558 in a Bid Period with seventeen (17) reserve work days, then the designated number of Reserves in that Category whose schedule is locked prior to enforcing this Section [5-E-7-h](#) is seven ($558 \text{ times } 20\% = 111.6 \text{ divided by } 17 = 6.56$, rounded to 7). If the number of reserve days is 616, the designated number of Reserves is seven ($616 \text{ times } 20\% = 123.2 \text{ divided by } 17 = 7.24$, rounded to 7).

5-E-7-h-(2) The schedule awards of such designated number of Reserves shall be included when enforcing this Section [5-E-7-h](#).

5-E-7-i Reserves shall be allowed to preference for FDOs. Awards shall be made in seniority order and either included in Monthly Schedule Preferencing or be published no later than the twenty-fifth (25th) of the month. The Company shall determine the distribution of these FDOs; such FDOs shall be distributed throughout the Bid Period.

5-E-8 Reserve Schedule Modification

5-E-8-a VDO - A Reserve may convert his days off to VDO. When a Reserve is contactable (i.e., he is required to be phone available), he may not withdraw the conversion at the time of assignment or between 1100 and 1400. If the Company actually disrupts a VDO(s), the Reserve shall receive fifty percent (50%) Add Pay for all scheduled Flight Time and Deadhead Time on and after the VDOs through and including the day the Trip ends (including reserve days), with a minimum Add Pay of two hours and thirty minutes (2:30) per disrupted VDO, averaged across all disrupted VDOs in the trip on an 'hours' basis. If the disruption was allowable without the conversion to VDO, the Pilot shall not receive such Add Pay for that day or days.

Example: A Reserve is assigned a three-day Trip. Days 1 and 2 are on VDO days, and Day 3 is on a reserve day. Assume the Trip has six hours of scheduled block and deadhead on Day 1, two such hours on Day 2, and eight such hours on Day 3. The Reserve is guaranteed 5:00 of VDO Add Pay over Days 1 and 2, or an additional 1:00 over the 50% of eight hours of scheduled block and deadhead on those days. His total VDO Add Pay is $50\% \times 16:00 + 1:00 = 9:00$. Now assume the Trip has six hours of scheduled block and deadhead on Day 1, four such hours on Day 2, and one such hour on Day 3. The guarantee of 5:00 of VDO Add Pay over Days 1 and 2 is met by 50% of ten hours of scheduled block and deadhead on those days. His total VDO Add Pay is $50\% \times 11:00 = 5:30$.

5-E-8-a-(1) If a Reserve on a Trip involving VDO Add Pay is reassigned, the amount of VDO Add Pay shall be based on, and determined after, the last reassignment. In other words, VDO Add Pay is not protected for scheduled Flight Time and Deadhead Time that is removed as a result of a reassignment.

5-E-8-a-(2) "all scheduled Flight Time and Deadhead Time" shall include the portion of Surface Deadheading that is "considered Deadhead Time for the application of Section [5-G-6](#)."

5-E-8-a-(3) VDO Add Pay shall not apply to assignments that are made outside of Section [20-I-6](#). Examples include, but are not limited to: assignments made under Section [20-G-10](#); assignments of a trip to an LCP, for him to conduct OE, line checks, etc., when such assignment is not made under Section [20-I-6](#).

5-E-8-b Within seventy-two (72) hours after Monthly Schedule Preferencing is completed for all Pilots, the Company may move days off as necessary to provide a minimum of one (1) day off in each seven (7) day period. A Global Reserve's HDOs may not be moved under this Section [5-E-8-b](#).

5-E-8-c With the concurrence of both the Pilot and the Company, a Reserve's scheduled days off may be rescheduled. If the Reserve is a Global Reserve, any HDOs that are rescheduled will be converted into RDOs.

5-E-8-d A Global Reserve may declare themselves as unavailable on an RDO due to a medical appointment that has limited schedule availability (e.g., an appointment with a specialist doctor). Such declaration must be made at least seven (7) days in advance and via the Pilot's Chief Pilot Office; the Pilot may be required to provide proof of the appointment and/or evidence of limited schedule availability. The Pilot's sick leave bank shall not be debited. A Pilot shall not make this declaration more than four (4) times in a rolling twelve (12) month basis.

5-E-9 Golden Days Off

5-E-9-a Golden days off are preassigned days off that shall be awarded throughout the vacation year. A Pilot may be awarded up to two (2) sets of golden days off in a vacation year. Each set shall contain one (1) or two (2) golden days off. Golden days off count as a day or days off towards the minimum day off requirements of Section [5-E-4](#) and 5-E-5. A single golden day off in a Bid Period will not be considered a day off period as described in Section [5-E-7-b](#).

5-E-9-b The Company and the SSC shall meet and agree on the allocation of golden days off. It is agreed that golden days off shall not increase staffing requirements nor interfere with the Company's reserve coverage requirements during Monthly Schedule Preferencing.

5-E-9-c Golden days off during a vacation year shall be available for award beginning when annual vacation awarding is complete. Golden days in a given Bid Period shall no longer be available for award when Monthly Schedule Preferencing begins for that Bid Period.

5-E-9-d Golden days off shall be awarded in seniority order and shall not be awarded on a Holiday or the day on either side of a Holiday. A Pilot shall not be awarded more than one (1) set of golden days off in a Bid Period.

5-E-9-e During Monthly Schedule Preferencing, a Global Reserve with golden days off shall be awarded a schedule in accordance with the day-off patterns of Section [5-E-7](#), except that the period of days off that includes their golden days shall serve as one (1) period of HDOs, but may not create a third (3rd) period of HDOs.

5-E-10 All Night Flying (ANF) Restrictions

5-E-10-a The ANF restrictions in this Section [5-E-10](#) shall not apply to a Global deadhead Flight or to an augmented Global Flying Flight Segment.

5-E-10-b Definitions

5-E-10-b-(1) Window of Circadian Low ("WOCL") means 0200 through 0559.

5-E-10-b-(2) All Night Flying ("ANF") means a Flight Segment in which the scheduled Flight Time includes any or all of the time period from 0230 to 0329. During Trip construction for Monthly Schedule Preferencing, Trips shall be constructed as if the definition of All Night Flying encompassed the time period from 0115 to 0444.

5-E-10-b-(3) The time frame of reference (i.e., Base time or local time) used to determine WOCL and ANF shall be the same as that used to determine the Duty Period limitations contained in Section [5-E-1](#).

5-E-10-c A Pilot may be scheduled for a Basic Flight Segment or an unaugmented Global Flying Flight Segment in a Duty Period that infringes on the WOCL period only if he is or was scheduled, under this Section [5-E](#), to be off-duty in the immediately preceding WOCL period.

5-E-10-c-(1) A Pilot may waive this Section [5-E-10-c](#), and by waiving, a Reserve also waives the restrictions contained in Section [20-K-3-c-\(10\)](#). If a Pilot does waive this Section [5-E-10-c](#) and receives an assignment requiring the waiver, he must be scheduled to be off-duty in at least one intervening WOCL period before he may again waive this Section [5-E-10-c](#).

5-E-10-d A Pilot shall have a minimum of twelve (12) hours free from duty prior to a Duty Period that contains ANF, except that:

5-E-10-d-(1) A Reserve may be assigned a Trip which contains ANF in the initial Duty Period as long as the only obligation the Reserve has had in the twelve (12) hours prior to the required report time for the Duty Period containing ANF is telephone availability.

5-E-10-d-(2) A Trip that contains ANF in the initial Duty Period can be covered by a Reserve who is on a Field Standby assignment provided he received at least twelve (12) hours free from duty and free from telephone availability, prior to reporting for the Field Standby assignment. (Note: This means that a Trip that contains ANF in the initial Duty Period cannot be assigned to a Field Standby Reserve who received the Field Standby assignment while on Short Call and without an intervening Off-Duty Period (in other words, who was converted from Short Call to Field Standby)).

5-E-10-e A Pilot shall have a minimum of sixteen (16) hours free from duty following a Basic Trip containing ANF in the last Duty Period if his next assignment is a Global Trip.

5-E-10-f After ANF, an Off-Duty Period must be scheduled before the Pilot's next scheduled Flight Segment. However, this provision shall not apply to Duty Periods consisting solely of charter operations. The SSC may waive this provision; if it does so, the waiver shall also apply to Section [5-F](#).

5-E-10-g An unaugmented Duty Period that contains ANF shall meet the following requirements, except that these requirements shall not apply to Duty Periods consisting solely of charter operations:

5-E-10-g-(1) A maximum of two (2) Flight Segments, subject to the following:

5-E-10-g-(1)-(a) During Trip construction for Monthly Schedule Preferencing, the maximum shall be one (1) Flight Segment. The SSC may waive this restriction on a Trip basis; if waived, all ANF Duty Period limitations shall also be waived for these Trips. The SSC can rescind such a waiver at any time prior to forty-five (45) days before the start of the affected Bid Period, unless the Company and the Association otherwise agree.

5-E-10-g-(1)-(b) When the Company utilizes the provisions of Section [20-H-6](#), it shall seek to avoid the creation of two-segment ANF Duty Periods.

5-E-10-g-(2) A maximum Duty Period of nine hours and forty-five minutes (9:45).

5-E-10-g-(3) No more than two hour and thirty minutes (2:30) ground time between Flight Segments, except that the maximum shall be one hour and forty-five minutes (1:45) at locations that do not meet the requirements of Section [4-C-1-b](#). These time limitations may be waived by the SSC.

5-E-10-h The Company must obtain SSC approval for Trips that have an augmented Basic Duty Period containing ANF scheduled to exceed eight (8) hours Flight Time on an aircraft that does not have Class 1 or Class 2 Crew Rest Facilities. Such approval shall not be unreasonably withheld. If the SSC does not approve the Trip, it must offer at least one alternative reasonable Trip proposal.

5-E-10-i During Trip construction for Monthly Schedule Preferencing only, the provisions in this Section [5-E-10](#) apply with the following additional restrictions:

5-E-10-i-(1) Trips shall have a minimum of sixteen hours and forty-five minutes (16:45) free from duty prior to a Duty Period that contains ANF.

5-E-10-i-(2) When a Duty Period that contains ANF is followed by an Off-Duty Period of less than sixteen (16) hours, then the next Duty Period is limited to nine (9) hours if it contains a single Flight Segment and is limited to six (6) hours if it contains two (2) Flight Segments. Such next Duty Period may not contain more than two (2) Flight Segments.

5-E-10-i-(3) Basic Trips shall be limited to one (1) Duty Period that contains an ANF during a single Trip, unless there is no non-ANF Flight out of a station.

5-E-11 After an augmented Global Flight that is ANF, an Off-Duty Period must be scheduled before the Pilot's next scheduled Flight Segment. However, this provision shall not apply to Duty Periods consisting solely of charter operations. The SSC may waive this provision; if it does so, the waiver shall also apply to [5-F](#).

5-E-12 Trip Limitations

5-E-12-a A Basic Trip shall not be scheduled for more than four (4) Duty Periods.

5-E-12-b A Trip that includes a Flight between the United States or Canada and any point in Europe may not be scheduled for more than six (6) Duty Periods and shall not contain more than four (4) such Flights.

5-E-12-c The following sequence may only be scheduled once in a Trip: a Global Duty Period that contains eight (8) hours or less of Flight Time followed by an Off-Duty Period of eleven hours and thirty minutes (11:30) or less followed by a Global Duty Period that is more than twelve (12) hours.

5-E-12-d A Trip shall not have more Duty Periods than the number of days in the Trip. This provision only applies when constructing Trips for Monthly Schedule Preferencing.

5-E-12-e Trip Mix for Basic Flying

5-E-12-e-(1) The following Trip mix shall apply to Basic Trips within a fleet and Status:

5-E-12-e-(1)-(a) No less than fifteen percent (15%) of Trips shall be one-day Trips, except that in the June, July and August Bid Periods this may be reduced to ten percent (10%);

5-E-12-e-(1)-(b) No less than fifteen percent (15%) of Trips shall be two-day Trips, except that in the June, July and August Bid Periods this may be reduced to ten percent (10%);

5-E-12-e-(1)-(c) No more than fifty percent (50%) of Trips shall be four-day Trips, except that in the June, July and August Bid Periods this shall be reduced to forty-five percent (45%);

5-E-12-e-(2) Baseline Provisions

5-E-12-e-(2)-(a) The first six (6) Bid Periods of operations in a new Category shall not be considered in the Trip mix.

5-E-12-e-(2)-(b) The last six (6) Bid Periods of operations in a Category that is closing shall not be considered in the Trip mix.

5-E-12-e-(2)-(c) Trip construction for all Bid Periods in 2024 will be used to establish a base line for average synthetic percentage of block time per Bid Period. In any subsequent twelve (12) month period, if the baseline synthetic credit is exceeded by ten percent (10%) and the Company demonstrates that relaxation of the Basic Trip mix requirements contained in this Section [5-E-12-e](#) will lower synthetic values, the SSC will identify the necessary Trip mix percentages (e.g. 1-day, 2-day, etc.) that will be relaxed, to the minimum extent necessary, to return the synthetic to within the ten percent (10%) tolerance. For example, if the baseline synthetic credit is five percent (5%) of block time per Bid Period and application of the Trip mix parameters specified in this Section [5-E-12-e](#) would result in synthetic credit of six percent (6%) of block time, upon Company demonstration of the excess synthetic credit, the SSC will modify the Basic Trip mix to return to no more than five and one-half percent (5.5%) synthetic credit.

5-E-12-e-(2)-(c)-(i) For any new Equipment and Status combination, the first twelve (12) Bid Periods of operation will establish the synthetic credit baseline.

5-F Actual On-Duty Provisions

The provisions in this Section [5-F](#) shall apply to the Actual Operation and to reassignments made after 1100 on the day prior to the Trip's report time.

5-F-1 Actual Duty Limitations

5-F-1-a Unaugmented Duty Period limits shall match those established by FAR 117, except that the provisions of FAR 117.15 ("Flight duty period: Split duty") shall not be utilized.

5-F-1-b A single-augmented Duty Period may not exceed the applicable scheduled limits in Section [5-E-1-b](#) by more than two (2) hours.

5-F-1-b-(1) A single-augmented Basic Duty Period scheduled in accordance with Section [5-E-1-b-\(5\)](#) may not exceed seventeen (17) hours, including as a result of reassignment or in the Actual Operation.

5-F-1-c Double-Augmented Duty Period Limits

5-F-1-c-(1) A double-augmented Duty Period that contains one Flying Flight Segment may not exceed the flight duty period limits established by FAR 117.

5-F-1-c-(1)-(a) Notwithstanding Section [5-F-1-g](#), if the Flying Flight Segment is conducted on an aircraft having Class 1 Crew Rest Facilities, the release time of the Duty Period shall not be included when complying with the Duty Period limit.

5-F-1-c-(1)-(b) If the Flying Flight Segment incurs a diversion or a fuel stop (even if pre-planned on a recurring basis), it shall continue to be considered as one (1) Flying Flight Segment.

5-F-1-c-(1)-(c) If an intermediate stop is added to the Flying Flight Segment (e.g., HKG-ORD is routed HKG-NRT-ORD), the new sequence shall continue to be considered as one (1) Flying Flight Segment, provided that the intermediate stop is added no earlier than seven (7) days prior to Trip Departure and the ground time at the intermediate stop is realistic. However, the new sequence is considered to be a reassignment for Add Pay and Day-Off Restoration purposes.

5-F-1-c-(2) A double-augmented Duty Period that contains more than one Flying Flight Segment may not exceed the applicable scheduled limits in Section [5-E-1-c-\(2\)](#) by more than two (2) hours.

5-F-1-d A deadheading Flight Segment shall not be counted when determining the number of Flight Segments in a Duty Period for FAR flight duty period limits.

5-F-1-e Notwithstanding Sections [5-F-1-a](#), [5-F-1-b](#), and [5-F-1-c](#), for Duty Periods scheduled under Section [5-E-1-d](#) one (1) hour shall be added to the duty limits in Section [5-E-1-d](#). This provision shall not apply to Duty Periods described in Section [5-E-1-d-\(4\)-\(c\)](#).

5-F-1-e-(1) Notwithstanding the above, when the Duty Period consists of a single deadheading flight segment on a flight operating under an approved FRMS (as established at the deadheading Pilot's report time), the Duty Period limit shall be one (1) hour more than the extended actual FRMS limit that would be applied if the deadheading Pilot was actually operating the Flight, if all of the deadheading is done on a Business Class or First Class seat that reclines to a 'lie-flat' or 'near lie-flat' position. However, if the application of Section [5-F-1-e](#) produces a greater Duty Period limit, then this paragraph shall not apply.

5-F-1-e-(2) When a Duty Period that falls under this Section [5-F-1-e](#) includes one or more Flying Flight Segments, the imputed Duty Period that ends at the scheduled block-in time of the last such Flying Flight Segment must comply with Section [5-F-1-a](#), [5-F-1-b](#), and [5-F-1-c](#), as appropriate.

5-F-1-f If the SSC approves an increase in the scheduled limits in Section [5-E-1](#), the duty limits in this Section [5-F-1](#) shall be two (2) hours greater than the increased scheduled duty limits.

5-F-1-g Notwithstanding Section [5-F-2](#), when applying actual duty limits in the Actual Operation, release times shall not be included. (When applying actual duty limits to reassignments covered under Section [5-F](#), release times shall be included.)

5-F-1-h Flight Duty Period Extensions and Contractual Waivers.

5-F-1-h-(1) For unaugmented Duty Periods, this Section [5-F-1-h](#) shall apply only if there is a single flight in the Duty Period at the time the Pilot takes the action described in Section [5-F-1-h-\(2\)](#). For purposes of this Section [5-F-1-h](#), a deadhead deviation shall not be considered to be a flight in the Duty Period, a ground return shall be considered to be a flight in the Duty Period, and an air return shall be considered to be a flight in the Duty Period.

5-F-1-h-(2) A Pilot who waives contractual duty limitations, or who extends the Flight Duty Period limits per allowable FAR limits when Pilot concurrence is required, shall receive Add Pay as follows:

5-F-1-h-(2)-(a) None, if no FAR extension or contractual waiver is projected at time of actual take-off; or

5-F-1-h-(2)-(b) Two and one-half (2.5) hours if the projected FAR extension or contractual waiver required at time of actual take-off is between one (1) and thirty (30) minutes; or

5-F-1-h-(2)-(c) Five (5) hours if the projected FAR extension or contractual waiver required at time of actual take-off is more than thirty (30) minutes.

5-F-1-h-(2)-(d) For a Pilot entitled to Add Pay pursuant to Sections [5-F-1-h-\(2\)-\(b\)](#) or [\(c\)](#) above, an electronic message (e.g., ACARS, CCS, email) that states the amount of Add Pay to be received for an FAR extension will be sent to each Pilot within seventy-two (72) hours of the completion of the Duty Period.

5-F-1-h-(2)-(e) A Pilot deadheading on a flight operating under an approved FRMS (as established at the deadheading Pilot's report time) shall receive extension Add Pay as if he had reported at the same time as the original operating crew and operated the Flight.

5-F-1-h-(2)-(f) When an FAR 117 reserve availability period is applied to a Pilot's existing Trip assignment (also known as a 'soft start'), the projected FAR extension required at time of actual takeoff shall be calculated using the original Flight Duty Period report time and the original FAR table limit (as adjusted for acclimation, if applicable), as they existed before the soft start was applied. That is, FAR extension Add Pay will be calculated as if the soft start did not occur, and a Pilot with a soft start may receive FAR extension Add Pay even if an FAR extension was not actually required.

5-F-1-h-(2)-(g) When a Pilot in a legal Off-Duty Period has an upcoming FAR 117 ten (10) hour rest period pushed later (also known as a 'hard start' or 'rest reset'), the projected FAR extension required at time of actual takeoff shall be calculated using the original Flight Duty Period report time and the original FAR table limit (as adjusted for acclimation, if applicable), as they existed before the rest reset was applied. That is,

FAR extension Add Pay will be calculated as if the rest reset did not occur, and a Pilot whose rest was reset may receive FAR extension Add Pay even if an FAR extension was not actually required.

5-F-1-h-(2)-(h) When a Pilot is eligible for Add Pay for extending their Duty Period in accordance with this Section [5-F-1-h](#), the Pilot's pay for the Trip will also be calculated in accordance with Section [20-L](#) (Overtime Add Pay) by imputing a scheduled release time following an Off-Duty Period of twelve (12) hours (unless a greater Off-Duty Period is required by Section [5-F-3](#) or the FARs). The Pilot's pay for the Trip shall be the greater of the Trip pay value hours including the Add Pay provided in this Section [5-F-1-h-\(2\)](#) (including any Overtime Add Pay accrued for the Trip as flown) or the pay calculated in accordance with Section [20-L](#) based on the imputed Off-Duty Period. See Section 5 Appendix for examples.

5-F-1-h-(3) If a Duty Period contains more than one take-off, the Add Pay in Section [5-F-1-h-\(2\)](#) shall be evaluated for each such take-off, using the projected Arrival time of that flight to determine the projected FAR extension or contractual waiver required at time of actual take-off of that flight.

5-F-1-h-(4) The enroute and taxi-in times from the last release/flight plan received prior to takeoff will be used to determine the projected FAR extension or contractual waiver required at time of actual take-off. In addition:

5-F-1-h-(4)-(a) When determining the FAR extension Add Pay, the projected FAR extension required at time of actual takeoff shall be calculated from the appropriate FAR table limit (as adjusted for acclimation, if applicable). For flights operating under an approved FRMS, the projected FAR extension required at time of actual takeoff shall be imputed from the appropriate FAR table limit (as adjusted for acclimation, if applicable). That is, FAR extension Add Pay will be calculated as if the FRMS exemption did not exist, and a Pilot may receive FAR extension Add Pay for an FRMS flight even if an FAR extension was not actually required.

5-F-1-h-(4)-(b) When determining the projected contractual waiver required at time of actual takeoff, the time waived shall be measured from the appropriate limit in Section [5-F-1](#). Contractual duty limitations (whether waived under this Section [5-F-1-h](#) or not) are not applicable after the actual Departure time of the last flight in the Duty Period; accordingly, for this Section [5-F-1-h](#) to apply to contractual waivers, the requirement for a contractual waiver must exist prior to the actual Departure time of the last flight in the Duty Period.

5-F-1-h-(5) In the event of a flight cancellation that is not attributable to the action or decision of a member of the flight crew with respect to his duty limits, a Pilot shall receive Add Pay in Section [5-F-1-h-\(2\)](#), as if the time of flight cancellation (as measured by timestamp in the official system of record, which must be accessible to all Pilots) were the time of take-off.

5-F-1-h-(5)-(a) Notwithstanding the above, if the time of flight cancellation is either before the Pilot reports for duty or after he reports for duty but earlier than the flight

departure time upon which the Pilot's report time is based, or if the flight has been removed from the Pilot's schedule for reasons other than cancellation, this provision shall not apply.

5-F-1-h-(5)-(b) For purposes of this Section [5-F-1-h-\(5\)](#), 'flight cancellation' shall not include a flight that is delayed so that the Pilot is given an Off-Duty Period in accordance with Section [5-F-3](#) prior to departing on the delayed segment.

5-F-1-h-(5)-(c) When a multi-leg augmented Duty Period is terminated due to the cancellation of the remaining flights within that Duty Period, only the first such canceled flight shall be eligible for Add Pay in Section [5-F-1-h-\(2\)](#).

5-F-1-h-(6) Should a Pilot accrue multiple Add Pay entitlements under this Section [5-F-1-h](#) in a single Duty Period (e.g., waives a contractual limit and also extends an FAR limit) he shall receive the greatest of the entitlements, but the entitlements under this Section [5-F-1-h](#) shall not be additive.

5-F-1-h-(7) When a Pilot who is not otherwise eligible for Add Pay for extending their last Duty Period in a Trip in accordance with this Section [5-F-1-h](#) elects to extend the Duty Period, the Pilot's pay for the Trip will be calculated in accordance with Section [20-L](#) (Overtime Add Pay) by imputing a scheduled release time following an Off-Duty Period of twelve (12) hours (unless a greater minimum Off-Duty Period is required by Section [5-F-3](#) or the FARs) as if the Pilot had not extended, but had received the Off-Duty Period and operated a Flight back to their Base. See Section [5](#) Appendix for examples.

5-F-1-i Supplemental Add Pay for Soft Starts and Rest Resets

5-F-1-i-(1) For all augmented Duty Periods, and for unaugmented Duty Periods that meet the criteria in Section [5-F-1-h-\(1\)](#), if all members of the working crew of a Flight are soft-started then each member shall receive one (1) hour of Add Pay.

5-F-1-i-(2) For all augmented Duty Periods, and for unaugmented Duty Periods that meet the criteria in Section [5-F-1-h-\(1\)](#), if all members of the working crew of a Flight are rest-reset then each member shall receive two (2) hours of Add Pay.

5-F-1-j Time Frame of Reference for Actual Duty Limitations

5-F-1-j-(1) For all Basic Duty Periods and for Global Duty Periods consisting solely of flights operating within North, South and Central America, the time frame of reference used to determine actual duty limitations shall be the Pilot's Base time.

5-F-1-j-(1)-(a) However, the time frame of reference shall switch to that specified in FAR when a Pilot has traveled to a geographical area that is more than sixty (60) degrees longitude from his Base, and has either spent seventy-two (72) hours in that area or had thirty-six (36) consecutive hours free from duty in that area.

5-F-1-j-(2) For all other Duty Periods, the time frame of reference used to determine actual duty limitations shall be that specified in FAR.

5-F-1-k The Surface Deadheading provisions of Sections [5-E-1-h](#) and [5-E-1-i](#) shall apply to this Section [5-F-1](#).

5-F-1-I A Pilot may waive any provision in Section [5-F-1](#).

5-F-2 Report and Release Times

The report and release time provisions of Section [5-E-2](#) shall apply to this Section [5-F](#), in addition to the following.

5-F-2-a The ninety (90) minute report time in Section [5-E-2-a-\(2\)](#) may be reduced to not less than seventy-five (75) minutes, provided that when calculating the duty limits of Section [5-F-1](#) the Pilot shall be treated as having reported for duty ninety (90) minutes before Departure. This Section [5-F-2-a](#) may not be applied to the first Duty Period of the Trip.

5-F-2-b When the originating segment of a Trip that starts with a Global Flight is delayed, a Pilot's report time and the start of his on-Duty Period shall not begin until ninety (90) or sixty (60) minutes (as determined by Section [5-E-2-a-\(2\)](#)) before the revised Departure, provided that:

5-F-2-b-(1) the Company attempts to contact the Pilot four (4) or more hours before either the original scheduled Departure time or the last planned Departure time of which he was notified, or

5-F-2-b-(2) the Company contacts the Pilot about the delay prior to the last planned report time of which he was notified.

5-F-2-b-(3) In the application of this provision, the Company shall follow all reasonable instructions provided by the Pilot to reach him.

5-F-2-c When a Pilot is required to provide a urine or breath specimen at the conclusion of his Trip in order to comply with Federally-mandated random drug or alcohol testing programs, the Duty Period he has just completed shall, notwithstanding Section [5-F-1](#), be extended by thirty (30) minutes. Such duty time shall be included in the computation of the Trip's pay value. It is understood that the thirty (30) minute duty extension shall not restrict the testing in any way and shall constitute full compensation for participation in the drug or alcohol testing programs regardless of the actual amount of time spent by the Pilot in such testing.

5-F-2-d If the Company has increased a report time from forty-five (45) minutes to sixty (60) minutes by the application of Section [5-E-2-a-\(4\)](#), and if the flight crew is anticipated to be unable to depart on-time following a layover that occurs before the increased report time, the report time may be reduced, to no less than forty-five (45) minutes, provided each Pilot in the flight crew is notified of the reduction prior to, or immediately upon, Arrival at the layover airport.

5-F-3 Minimum Actual Off-Duty Time

If more than one (1) of the following provisions applies, the greatest amount of off-duty time shall be used.

5-F-3-a Thirty (30) minutes more than the applicable FAR if the layover hotel is more than fifteen (15) minutes normal drive time from the layover airport.

5-F-3-b Ten hours and forty-five minutes (10:45), if the layover hotel is more than thirty (30) minutes normal drive time from the layover airport.

5-F-3-c As measured at the time of reassignment, eleven (11) hours after an unaugmented Duty Period that is scheduled to be more than eleven (11) hours. However, the Off-Duty Period may be less than eleven (11) hours provided that the Pilot's next scheduled Off-Duty Period is at least fourteen (14) hours and the total scheduled duty time of the Duty Periods before and after the Off-Duty Period of less than eleven (11) hours is no more than twenty-three (23) hours.

5-F-3-d In the Actual Operation, eleven (11) hours after an unaugmented Duty Period that exceeds twelve (12) hours, except that the Off-Duty Period may be less than eleven (11) hours provided that the Pilot's next Off-Duty Period is at least thirteen (13) hours.

5-F-3-d-(1) If a Pilot is projected to require a schedule repair due to Section [5-F-3-d](#), he shall continue to fly his Trip until the point he actually requires a schedule repair. However, if he is projected to require a schedule repair prior to transiting an Equipment-Base, the Company may reassign the Pilot prior to the point he shall actually require a schedule repair, in accordance with Section [20-F](#).

5-F-3-e Sixteen (16) hours after (1) a Basic Duty Period that contains a Flight Segment scheduled for more than eight (8) hours, provided the Flight Segment has an actual Departure or (2) a Global Duty Period that contains more than eight (8) scheduled hours of Flight Time, provided at least one Flight Segment in the Global Duty Period has an actual Departure.

5-F-3-e-(1) When an actual Departure activates the sixteen (16) hour off-duty requirement in this Section [5-F-3-e](#), that sixteen (16) hour off-duty requirement shall remain in effect regardless of subsequent reassignments or cancellations, with the following exception:

5-F-3-e-(1)-(a) This Section [5-F-3-e](#) shall not apply if (1) the Pilot is reassigned in the same Duty Period while at the Duty Period's originating airport (i.e., the flight is canceled after a ground or air return and the Pilot is then reassigned); (2) at least one of the reassigned flights lands at an airport different than that from which it took off; and (3) the reassigned duty period itself does not meet the requirements of this Section [5-F-3-e](#), all as measured at the last reassignment, if more than one.

Example: IAD-HNL has a 0:30 gate return and then cancels, and the Pilot is reassigned in the same duty period to fly IAD-BOS-EWR (no segment is scheduled for more than eight (8) hours). Section [5-F-3-e](#) does not apply to the layover in EWR. If the reassignment cancels in BOS, Section [5-F-3-e](#) does not apply to the layover in BOS. If the reassignment cancels in IAD, Section [5-F-3-e](#) does apply to the layover in IAD.

Example: HKG-ORD has a 0:30 gate return and then cancels, and the Pilot is reassigned in the same duty period to fly HKG-NRT-GUM, with total scheduled flight time of 8:40. Section [5-F-3-e](#) applies, regardless of whether the layover ends up in HKG, NRT or GUM.

Example: HKG-ORD has a 0:30 gate return and then cancels, and the Pilot is reassigned in the same duty period to fly HKG-NRT-GUM, with total scheduled flight time of 8:40. If before the actual departure of HKG-NRT the Pilot is further reassigned to fly NRT-ICN (so total scheduled flight time is now 8:00 or less), Section [5-F-3-e](#) will not apply to the layover in ICN and it will not apply to a layover in NRT, if the reassignment cancels

there. However, if after the actual departure of HKG-NRT the Pilot is then further reassigned to fly NRT-ICN, Section [5-F-3-e](#) will apply to the layover in ICN and will apply to a layover in NRT, if the reassignment cancels there.

5-F-3-e-(2) When determining whether a reassigned duty period meets the requirements of this Section [5-F-3-e](#), the actual hours of any air or ground return flight segment will be treated as the scheduled hours of that flight segment, and will be added to the scheduled hours of any reassigned flight segments.

Example: NRT-ORD has an air return of 4:10 and then cancels, and the Pilot is reassigned in the same duty period to fly NRT-GUM scheduled at 4:00 hours. Section [5-F-3-e](#) does apply to the layover in GUM. Had the air return been 4:00 or less (in this example), [5-F-3-e](#) would not apply to the layover in GUM.

5-F-3-f A Pilot with a scheduled Off-Duty Period of less than eighteen (18) hours in accordance with Section [5-F-3-d](#) may be reassigned to an operating Segment during the last Duty Period of the Trip if such reassignment would provide for an off-duty time of at least eighteen (18) hours.

5-F-3-g Ten hours and forty-five minutes (10:45) at the conclusion of a Trip. A Pilot may waive this provision.

5-F-3-h The earliest time a Reserve may be required to report for his next assignment shall be determined as follows:

5-F-3-h-(1) If twelve hours and forty-five minutes (12:45) after the conclusion of the Trip is earlier than the scheduled time established for the Reserve in Section [5-E-3-e-\(1\)](#), the earliest time the Reserve may be required to report for his next assignment is twelve hours and forty-five minutes (12:45) after the conclusion of the trip.

5-F-3-h-(2) If ten hours and forty-five minutes (10:45) after the conclusion of the Trip is later than the scheduled time established for the Reserve in Section [5-E-3-e-\(1\)](#), the earliest time the Reserve may be required to report for his next assignment is ten hours and forty-five minutes (10:45) after the conclusion of the Trip.

5-F-3-h-(3) If the Reserve's next assignment is made under the provisions of Section [20-I-6-h-\(1\)](#), the earliest time the Reserve may be required to report for his next assignment is ten hours and forty-five minutes (10:45) after the conclusion of the Trip.

5-F-3-h-(4) If none of Sections [5-F-3-h-\(1\)](#), [5-F-3-h-\(2\)](#) or [5-F-3-h-\(3\)](#) apply, the earliest time the Reserve may be required to report for his next assignment is the scheduled time established for the Reserve in Section [5-E-3-e-\(1\)](#).

5-F-3-h-(5) A Reserve may waive the provisions in Section [5-F-3-h](#).

5-F-3-i Twenty-two (22) hours after a Global Trip.

5-F-3-j After a Global Trip that contains three (3) or more Duty Periods, a Pilot's Off-Duty Period shall not end until he has had at least two (2) consecutive periods from 0100 to 0700 that are free from duty. Duty periods consisting only of a single deadhead of no more than three (3) hours Deadhead Time and Duty Periods that are four (4) hours or less in which no

take-off is performed shall not count towards the “three or more Duty Periods” in this Section [5-F-3-j](#).

5-F-3-k When an Off-Duty Period occurs at a layover hotel, in no case shall a Pilot have less than nine (9) hours of room availability.

5-F-3-l The minimum Off-Duty Period in this Section [5-F-3](#) may be reduced by one (1) hour, but must include at least eight hours and thirty minutes (8:30) of room availability, when such period extends to or beyond 0200 Standard Time on the day when the change is made from Standard Time to Daylight Time at a location where the time change is made. For a Reserve, this reduction may not be applied to an Off-Duty Period served at his Base.

5-F-3-m When a reassignment or the Actual Operation causes a Pilot’s Off-Duty Period between two (2) Trips to fall below the minimum actual off-duty times in this Section [5-F-3](#), the Company may combine the two (2) Trips into a single Trip. Such combined Trip may include modifications to either or both of the original two (2) Trips. Additionally, the Pilot’s Off-Duty Period at his Base may be changed to a layover at his Base or removed from his schedule.

5-F-3-n A Reserve who reports for an assignment but does not fly and is instead released shall be entitled to minimum actual off-duty time.

5-F-3-o A Pilot may waive any provision in Section [5-F-3](#) except for Section [5-F-3-d](#); however, he may waive Section [5-F-3-d-\(1\)](#).

5-F-4 Lineholder Minimum Days Off

5-F-4-a The Lineholder minimum days off provisions specified in Sections [5-E-4-a](#), [5-E-4-b](#) and [5-F-3-d](#) shall apply to this Section [5-F](#).

5-F-4-b Restoration of Lineholder Minimum Days Off

5-F-4-b-(1) Within twenty-four (24) hours of the completion of the assignment or reassignment that causes the need for restoration, the Lineholder shall either provide two (2) choices (or one (1) choice, if only one exists) for day off restoration or opt to defer restoration in accordance with Section [5-F-4-b-\(2\)](#). The restoration choices can occur in any combination of the current Bid Period and the Bid Period immediately following, if Monthly Schedule Preferencing for that following Bid Period is complete.

5-F-4-b-(2) Restoration shall be deferred if there are no future Trips in the Lineholder’s schedule, or if there is only one (1) future Trip in his schedule and he opts to defer. The deferral shall extend to the next Bid Period in which the Pilot has either a reserve day or if a Lineholder, at least two potential restoration choices. If the Pilot is a Reserve in that next Bid Period, his first reserve day shall be converted to a day off. If the Pilot is a Lineholder in that next Bid Period, he must provide his restoration choices no later than the start of Trip trading for that Bid Period.

5-F-4-b-(3) Restoration choices may come from the same Trip, but must be at the beginning or end of a Trip, cannot be on a Holiday, and if an assignment or reassignment requires more than one (1) day off to be restored, those days off must be restored as a block.

5-F-4-b-(4) If the Pilot does not provide restoration choices in the timeframes given above, the Company shall restore a day of its choosing in the Bid Period or Bid Periods from which the Pilot could have provided choices.

5-F-4-b-(5) To complete the restoration process, the Pilot's schedule shall be repaired, if needed, in accordance with Section [20-F](#).

5-F-5 Reserve Minimum Days Off

5-F-5-a The reserve minimum days off provisions specified in Section [5-E-5](#) shall apply to this Section [5-F](#).

5-F-5-b A Reserve who is reassigned into a day or days off shall have that day or days off restored, except that with concurrence between the Company and the Reserve, he may receive four (4) hours of Add Pay in lieu of restoration of one (1) day off.

5-F-5-c In the Actual Operation, if a Reserve is released from a Trip on a day or days off, he must notify the Company prior to Trip release of his intent to remain on reserve for that day in order to have that day off restored. With concurrence between the Company and the Reserve, he may receive four (4) hours of Add Pay in lieu of restoration of that day off.

5-F-5-d A Reserve may only receive Add Pay in lieu of restoration under Sections [5-F-5-b](#) and [5-F-5-c](#) or add an additional day of reserve in accordance with Sections [5-E-5-c](#) or [5-E-5-d](#) for a combined total of two (2) days per Bid Period.

5-F-5-e To restore a Reserve's day off, his next reserve day shall be converted to a day off. If the Pilot has no reserve days remaining in the Bid Period, the day off shall be restored in the next Bid Period in which the Pilot has either a reserve day or if a Lineholder, at least two (2) potential restoration choices. If the Pilot is a Reserve in that next Bid Period, his first reserve day shall be converted to a day off. If the Pilot is a Lineholder in that next Bid Period, he shall follow the Lineholder restoration process in Section [5-F-4-b](#).

5-F-6 All Night Flying ("ANF") Restrictions on Reassignments

5-F-6-a The ANF restrictions in this Section [5-F-6](#) shall not apply to a Global Flight that is scheduled with an augmented crew or in the Actual Operation.

5-F-6-b At the time of reassignment, a Pilot shall have a minimum of twelve (12) hours free from duty prior to a Duty Period that contains ANF, except that:

5-F-6-b-(1) A Reserve may be reassigned to a Trip which contains ANF in the initial Duty Period as long as the only obligation the Reserve has had in the twelve (12) hours prior to the required report time for the reassigned Duty Period containing ANF is telephone availability.

5-F-6-b-(2) ANF can be reassigned to a Reserve in the same Duty Period as a Field Standby assignment provided he received at least twelve (12) hours free from duty and free from telephone availability, prior to reporting for the Field Standby assignment.

5-F-6-c After reassigned ANF, an Off-Duty Period must be scheduled before the Pilot's next scheduled Flight Segment. However, this provision shall not apply to Duty Periods consisting solely of charter operations. The SSC may waive this provision.

5-F-6-d At the time of reassignment, an unaugmented Duty Period that contains ANF shall be a maximum of ten hours and forty-five minutes (10:45) except that this requirement shall not apply to Duty Periods consisting solely of charter operations.

5-F-7 At the time of reassignment, a Pilot must be scheduled for an Off-Duty Period after an augmented Global Flight that is ANF and before his next scheduled Flight Segment. However, this provision shall not apply to Duty Periods consisting solely of charter operations. The SSC may waive this provision.

5-F-8 Operational Integrity

The Company may initiate the following procedures whenever it is anticipated that a flight crew shall be unable to depart on-time following a layover. The following procedures to reduce the minimum off-duty requirements only apply at a location that is not an Equipment-Base:

5-F-8-a Notwithstanding the provisions of Section [5-F-3](#) and with Pilot concurrence,

5-F-8-a-(1) the minimum Off-Duty Period after a Basic Duty Period that contains a Flight Segment scheduled for more than eight (8) hours or after a Global Duty Period that contains more than eight (8) scheduled hours of Flight Time shall be twelve (12) hours if the layover hotel is located within fifteen (15) minutes normal drive time from the airport or fourteen (14) hours if the layover hotel is located beyond fifteen (15) minutes normal drive time from the airport.

5-F-8-a-(2) the minimum Off-Duty Period after all other Duty Periods shall be the rest required by FAR if the layover hotel is located within fifteen (15) minutes normal drive time from the airport.

5-F-8-b Further, the following must be complied with:

5-F-8-b-(1) Each Pilot is notified prior to, or immediately upon, Arrival at the layover airport of the Company's request to implement this provision, and

5-F-8-b-(2) Transportation to the layover hotel is immediately available upon Arrival. If such transportation is not immediately available, the Pilot may, at his option and after contacting the Company upon his arrival at the hotel, revert to the actual minimum layover under Section [5-F-3](#).

5-F-8-b-(3) Prior to agreeing to an Off-Duty Period under this Section [5-F-8](#), the Pilot shall be informed of the anticipated duty following the Off-Duty Period.

5-F-8-c Following a Section [5-F-8-a](#) Off-Duty Period, a Pilot may be scheduled for:

5-F-8-c-(1) a single segment (flying or deadhead) Duty Period; or

5-F-8-c-(2) a two (2) segment (flying or deadhead) Duty Period of up to four (4) scheduled Flight hours and six (6) hours on duty that does not transit an Equipment-Base; or

5-F-8-c-(3) with Pilot concurrence, a Duty Period consisting of a single Flying Flight Segment followed by a deadhead flight segment that ends at his Base and terminates the Trip.

5-F-8-d Following a Section [5-F-8-c](#) Duty Period, the Pilot shall be released or given an Off-Duty Period of not less than fourteen (14) hours that extends through 0459 Base time. If he is given such an Off-Duty Period, and provided he is notified prior to 1700 on the day following such Off-Duty Period, the Pilot may be:

5-F-8-d-(1) Reassigned to join the balance of his original Trip, or

5-F-8-d-(2) Reassigned other flying under Section [20-F](#), except that such other flying shall be scheduled to return the Pilot to his Base no later than two (2) hours after the scheduled Arrival time of his original Trip, or

5-F-8-d-(3) Released from further duty, except deadhead if necessary to return to his Base.

5-F-8-e If a Reserve is released under Section [5-F-8-d](#), he shall not be available to report for an assignment until he receives an Off-Duty Period of not less than fourteen (14) hours that extends through 0459 Base time.

5-F-8-f A Pilot who accepts a reduced minimum off-duty requirement under this Section [5-F-8-a](#) shall receive five (5) hours of Add Pay. In addition, the Pilot's Line Pay Value shall be the greater of his Line Pay Value as it existed before he accepted the reduction or his Line Pay Value after Section [5-F-8](#) ceases to apply.

5-F-9 When projecting a Pilot's actual Duty Period for compliance with the limits of this Section [5-F](#):

5-F-9-a all remaining Flight Segments in the Duty Period will use the scheduled Flight Time as it existed at the time of Monthly Schedule Preferencing (specifically, the forecasted Flight Time based on the specific flight plan generated for the Flight that day will not be used), and

5-F-9-b the connection time between Flights will not be less than thirty (30) minutes, based upon the projected or actual Arrival time at the time the reassignment is being contemplated.

5-G Minimum Pay Value Provisions

The following provisions shall apply to Trips.

5-G-1 Schedules shall contain a minimum of one (1) hour pay value for each two (2) hours of duty time from 0600 to 2159 and a minimum of one (1) hour pay value for each one and three-quarter (1.75) hours of duty time from 2200 to 0559, prorated, on a schedule or actual basis, whichever is greater (that is, the pay rate for each hour of duty time from 0600 to 2159 under this Section [5-G-1](#) is the Pilot's pay rate as determined by Section [3-A-3](#) divided by two (2) and the pay rate for each hour of duty time from 2200 to 0559 under this Section [5-G-1](#) is the Pilot's pay rate as determined by Section [3-A-3](#) divided by one and three-quarter (1.75)). The time frame of reference (i.e., Base time or local time) shall be the same as that used to determine the Duty Period limitations contained in Sections [5-E-1](#) (scheduled) or [5-F-1](#) (actual).

5-G-2 Schedules shall contain a minimum of five and one quarter (5:15) hours pay value, averaged, for each day in a Trip, on a scheduled or actual basis, whichever is greater. This provision does not apply to publicity and courtesy flights. If a Pilot was assigned or reassigned to be released from a Trip before the start of a day, and if in the Actual Operation the Pilot is released after the

start of that day but before 0400, that day shall not be included when calculating the pay value in this Section [5-G-2](#).

5-G-3 Schedules shall contain a minimum of one (1) hour pay value for each three and one-half (3.5) hours elapsed time away from Base, prorated, on a schedule or actual basis, whichever is greater (that is, the pay rate for each hour away from Base under this Section [5-G-3](#) is the Pilot's pay rate as determined by Section [3-A-3](#) divided by three and one-half (3.5)).

5-G-4 For each calendar day of a Basic Trip, the minimum Pay and Credit shall be two hours and thirty minutes (2:30). Calendar day for this purpose will be based on the time zone in the Pilot's base (LBT).

5-G-5 When the minimum pay value provisions of Sections [5-G-1](#), [5-G-2](#), [5-G-3](#) and/or [5-G-4](#) apply, the following additional provisions shall apply:

5-G-5-a Pay value accrued as a result of the application of Section [5-G-1](#) shall be added to the end of the last Flight in the Duty Period in which such pay value accrued.

5-G-5-b Pay value accrued as a result of the application of Sections [5-G-2](#), [5-G-3](#), or [5-G-4](#) shall be added to the end of the last Flight in the Trip in which such pay value accrued.

5-G-6 On a schedule or actual basis, whichever is greater, deadheading shall provide full pay value and shall be used to offset the minimum and actual pay value provisions provided in Sections [5-G-1](#), [5-G-2](#), [5-G-3](#), and [5-G-4](#). Surface Deadheading and off-line deadheading shall only have a scheduled Deadhead Time.

5-H Intentionally Left Blank

5-I Crew Composition

5-I-1 An unaugmented crew shall consist of a Captain and a First Officer.

5-I-2 A single-augmented crew shall consist of a Captain and two (2) First Officers or of two (2) Captains and a First Officer. The Company may determine and modify the crew composition of a single-augmented crew at any time.

5-I-3 A double-augmented crew shall consist of a Captain and three (3) First Officers or of two (2) Captains and two (2) First Officers or of three (3) Captains and a First Officer. The Company may determine and modify the crew composition of a double-augmented crew at any time.

5-I-3-a However, a Flight scheduled for more than sixteen (16) hours may not be flown by a double-augmented crew consisting of a Captain and three (3) First Officers.

5-I-3-b Notwithstanding Section [5-I-3-a](#), if a Flight scheduled for more than sixteen (16) hours becomes open within thirteen (13) hours of the report time for the Trip and there are no Captain reserves available, the Trip may be flown with a Captain and three (3) First Officers. A Captain who operates such a Flight shall receive twenty-five percent (25%) Add Pay for the scheduled Flight Time of the Flight.

5-I-4 All First Officers on an augmented crew shall have an ATP and type-rating for the aircraft, and shall be current and qualified to take off and land the airplane. If an augmented crew has only one (1) First Officer, he shall be expected to sit in the flying seat during take-off and landing,

regardless of awarded Trip or Trip number. If a double-augmented crew has two (2) Captains and two (2) First Officers, one (1) of the First Officers is expected to sit in the flying seat during take-off and landing, regardless of awarded Trip or Trip number.

5-I-5 Notwithstanding the assignment to a specific Trip or Trip number, Captain's authority shall determine a Pilot's role on an augmented Flight. The Company and the Association encourage Pilots to assist in maintaining currency requirements by exchanging roles within a Trip whenever possible.

5-I-6 If a Flying Flight Segment requires augmentation, then the same level of augmentation shall be required on all Flying Flight Segments in that Duty Period.

5-I-7 If the scheduled Flight Time on any Flight between any two (2) airports requires augmentation in one (1) direction, augmentation at the same level shall be required on a scheduled basis on that segment when flown in the opposite direction.

5-I-7-a Section [5-I-7](#) is applied independently to each specific round-trip pair of Flights. For example, a round-trip 777 pair of Flights between two cities may not require augmentation while a round-trip 756 pair of Flights on that same day may require augmentation. Furthermore, for example, a round-trip 756 pair of Flights at a certain time of day may not require augmentation while a round-trip 756 pair of Flights at a different time of that same day may require augmentation.

5-I-7-b Section [5-I-7](#) is only applicable when a Flight Segment, evaluated independently of the Duty Period it is in, requires augmentation. For example, if a Duty Period that contains multiple Flight Segments requires augmentation, but none of the Flight Segments in the Duty Period, when considered independently, would require augmentation, Section [5-I-7](#) is not applicable (e.g., GUM-NRT-HKG).

5-J Crew Rest Facilities

5-J-1 When a Flight is augmented, allowable crew rest facilities are:

5-J-1-a For 777-300ER aircraft, one (1) bunk in the crew rest area for each augmenting crewmember, plus one "break" seat for each augmenting crewmember which may be a premium "break" seat in the crew rest area or a premium "break" seat in business class (or higher).

5-J-1-b For 777-200 aircraft when single-augmented:

5-J-1-b-(1) one (1) bunk and one (1) premium "break" seat in business class (or higher); or

5-J-1-b-(2) one (1) IPP seat in the bunk room; or

5-J-1-b-(3) one (1) IPP seat in the cabin.

5-J-1-c For 777-200 aircraft when double-augmented:

5-J-1-c-(1) one (1) IPP seat in the bunk room and one (1) IPP seat in the cabin; or

5-J-1-c-(2) two (2) IPP seats in the cabin; or

5-J-1-c-(3) two (2) bunks and premium "break" seats as follows:

5-J-1-c-(3)-(a) When the Duty Period contains an FRMS Flight Segment: two (2) bunks and two (2) premium “break” seats in business class (or higher).

5-J-1-c-(3)-(b) When the Duty Period does not contain an FRMS Flight Segment: two (2) bunks and one (1) premium “break” seat in business class (or higher), plus an additional “break” seat in the highest class of service that is available (if any) after all revenue passengers have been accommodated. A premium seat shall be blocked for this additional “break” seat before being assigned to any non-revenue traveler holding PS1 status or below. However, positive space passengers who have a premium seat prior to the boarding process and represented employees with a contractual entitlement will not be removed for the additional “break” seat. Pilots will get the additional “break” seat prior to gate upgrades below PS0.

5-J-1-d When using crew rest facilities not covered by Sections [5-J-1-b](#) or [5-J-1-c](#) above, for 777-200 aircraft when configured in a two-class, high-density format, a seat grouping of two (2) premium non-IPP seats in the highest class of service, with a sound-deadening curtain and footrest (which may be portable). Note: As of July 15, 2022, the Company does not operate any aircraft in this configuration (i.e., without an IPP seat).

5-J-1-d-(1) This crew rest configuration may only be used for single-augmented Basic Flights.

5-J-1-e For 787-8/9/10 aircraft when single-augmented, one (1) bunk and one (1) premium “break” seat, which may be located in the crew rest facility or in business class (or higher).

5-J-1-f For 787-8/9/10 aircraft when double-augmented, two (2) bunks and one (1) premium “break” seat, which may be located in the crew rest facility or in business class (or higher), plus an additional “break” seat in the highest class of service that is available (if any) after all revenue passengers have been accommodated. A premium seat shall be blocked for this additional “break” seat before being assigned to any non-revenue traveler holding PS1 status or below. However, positive space passengers who have a premium seat prior to the boarding process and represented employees with a contractual entitlement will not be removed for the additional “break” seat. Pilots will get the additional “break” seat prior to gate upgrades below PS0.

5-J-1-g For 767-200/300/400 aircraft, one (1) IPP seat per augmenting crewmember.

5-J-1-h For augmented Global Flights conducted on 737, A320/319/321, 757-200 and 757-300 aircraft or any other single-aisle aircraft added to the Company fleet in the future, a crew rest seat with direct aisle access that is equivalent to any Polaris seat currently in service at the Company as of September 29, 2023, or another crew rest seat approved by the CROC in accordance with Section [5-J-11](#) (such approval shall not be unreasonably withheld).

5-J-1-h-(1) This crew rest configuration may also be used for single-augmented Basic Flights on those aircraft types.

5-J-1-i For single-augmented Basic Flights conducted on 737, A320/319/321, 757-300 and 757-200 aircraft that are not covered under Section [5-J-1-h](#), one (1) premium seat grouping in the highest class of service.

5-J-1-j Notwithstanding Sections [5-J-1-h](#) and [5-J-1-i](#), for 757-200 aircraft equipped with lie-flat seats, one (1) premium lie-flat window seat. The adjacent aisle seat shall be the last seat assigned on the aircraft.

5-J-1-j-(1) This crew rest configuration may only be used for single-augmented flights.

5-J-1-j-(2) This crew rest configuration may only be used on aircraft with the following registration numbers: N58101, N14102, N33103, N17104, N17105, N14106, N14107, N21108, N12109, N13110, N57111, N18112, N13113, N12114, N14115, N12116, N19117, N14118, N18119, N14120, N14121, N17122, N29124, N12125, N17126, N48127, N17128, N29129, N19130, N34131, N33132, N17133, N67134, N41135, N19136, N34137, N13138, N17139, N41140, N19141

5-J-1-j-(3) The Company has the right to sell fifteen (15) first class seats on a 757- 200 (with lie-flat seats) when an augmented crew is utilized under Section [5-J-1-j](#). The seat adjacent to the augmented crew member, which must be the last seat filled in the first class cabin, must be attained by a “transaction of value” (including upgrades paid for by frequent flyer miles). Specifically, the seat adjacent to the augmented crew member may be occupied even if there are unoccupied seats in the coach cabin, provided the above conditions are met. In addition, positive space passengers who have a premium seat prior to the boarding process and represented employees with a contractual entitlement may occupy the seat adjacent to the augmented crew member.

5-J-1-k The IPP seat in use on 777HD aircraft as of March 2018, and any future IPP seats that are smaller (i.e., narrower and/or shorter) than that seat, may not be used as a crew-rest facility on double-augmented flights. This provision is not limited to 777HD aircraft.

5-J-2 All International Premium Product (“IPP”) seats shall have the following features:

5-J-2-a Recline to a lie-flat position.

5-J-2-b Be enclosed by either a bunk room or a sound-deadening, floor-length curtain.

5-J-2-b-(1) An acceptable sound-deadening, floor-length curtain is one equivalent to that used on subsidiary UAL B777B aircraft as of November 1, 2012.

5-J-2-c Be equivalent to passenger premium seats, including comfort and convenience items and pillows and blankets as described in Section [5-J-5](#).

5-J-2-d Be either a pod seat or a seat grouping. The term “seat grouping” means a seat or group of adjacent seats that are separated from seats used by passengers by an aisle or window on both sides.

5-J-3 IPP seat and bunk room configurations in use as of the date of this Agreement are acceptable in the aircraft types in which they are deployed. Except as provided in Section [5-J-1-k](#), an IPP seat in use as of the date of this Agreement on one aircraft type may be deployed on other aircraft types approved for an IPP crew rest configuration. A crew rest facility that is not an IPP seat must be approved by a majority of the Crew Rest Oversight Committee.

5-J-4 Seats comparable to Economy or Economy Plus are not acceptable for crew rest.

5-J-5 Pilots who are part of a flight crew on an augmented Global Flight or on an augmented Basic Flight scheduled for more than eight (8) hours of Flight Time, shall be provided two (2) of the heaviest blankets or duvets and two (2) of the largest available pillows provisioned in the highest class of service, and two (2) sheets. Pilots who are part of an augmented flight crew on a Basic Flight scheduled for eight (8) or less hours of Flight Time shall be provided the same quality pillows and blankets as first class passengers.

5-J-6 In order to accommodate a deferred maintenance item (MEL) on a crew rest facility or seat, notwithstanding Section [5-J-1](#) one (1) augmented Flight may operate with that MEL (a Flight with a diversion or fuel stop shall be considered one (1) Flight). The Company shall attempt to provide repairs where the discrepancy is discovered, but is not obligated to depart from maintenance priorities established in Company policy. For purposes of duty limitations, a rest facility that is under MEL shall be considered to be the class of rest facility as allowed by the MEL. A Duty Period that contains the Flight operating with the MEL shall be subject to the provisions of Section [5-F-1](#).

5-J-7 Notwithstanding Section [5-J-2](#), the crew rest seats used as of November 1, 2012 on 767-400 aircraft with registration numbers N69063, N76064, N76065, N77066 and N76055 are considered as IPP seats, provided a sound-deadening curtain is installed. However, such seats are not eligible to be applied under Section [5-J-3](#); that is, these seats or this seat configuration may not be treated as IPP seats on other aircraft.

5-J-8 When Sections [5-J-1](#) and [5-J-2](#) would otherwise prevent a fourth Pilot from being added to the working crew of a single-augmented flight, the fourth Pilot may be added for training, checking or OE on that flight, provided that:

5-J-8-a The single-augmented duty limits of Sections [5-E-1](#) and [5-F-1](#) shall apply. Neither the fourth Pilot nor his crew rest facility shall be considered when determining the single-augmented duty limits of Sections [5-E-1](#) and [5-F-1](#).

5-J-8-b When Section [5-J-1-d](#) or [5-J-1-h](#) apply, the Flight must be a Basic Flight.

5-J-8-c The fourth Pilot requires a crew rest facility in compliance with Section [5-J-1](#), with the following exceptions:

5-J-8-c-(1) A curtain is not required on his IPP seat.

5-J-8-c-(2) The additional Pilot may share the premium seat grouping in Sections [5-J-1-d](#), [5-J-1-h](#), and [5-J-1-i](#) with an augmenting Pilot.

5-J-8-c-(3) On 757-200 aircraft equipped with lie-flat seats, a second lie-flat window seat shall be provided for the fourth Pilot and the aisle seat adjacent to the fourth Pilot's seat shall be the next-to-last seat assigned on the aircraft.

5-J-9 When a flight deck jump seat is required to be occupied by an I/E, an LCP, an FAA inspector, or a similar official, and the occupant does not also have a seat in the main cabin, the following shall apply:

5-J-9-a On a 777-200 aircraft when double-augmented, the additional "break" seat described in Section [5-J-1-c-\(3\)-\(b\)](#) shall be mandatory.

5-J-9-b On a 787-8/9/10 aircraft when double-augmented, the additional “break” seat described in Section [5-J-1-f](#) shall be mandatory.

5-J-10 The ‘additional break seat’ described in Sections [5-J-1-c-\(3\)-\(b\)](#), [5-J-1-f](#), [5-J-9-a](#) and [5-J-9-b](#) applies only to a premium cabin (First, Business, or BusinessFirst).

5-J-11 Crew Rest Oversight Committee (“CROC”)

5-J-11-a The CROC shall meet upon the request of either the Company or the Association to examine and resolve issues related to the adequacy of any future crew rest facilities or changes to existing crew rest facilities. The CROC shall be comprised of two (2) members appointed by the Company and two (2) members appointed by the Association. The parties agree that the CROC must be provided adequate time in advance of deployment of a new or changed flight crew rest facility to inspect and, if necessary, make recommendations regarding necessary modifications. When traveling to an inspection location, ALPA CROC members shall be provided transportation as if they were deadheading (though they shall not be paid for such travel).

5-J-11-a-(1) The parties agree that consistent and open communication between members of the CROC is the best way to reduce disputes. As such, the parties commit to jointly participate in inspections of new or modified flight crew rest facilities; meet promptly upon request of the other party to discuss issues; provide follow-up as appropriate following meetings of the CROC; share information in furtherance of the resolution of CROC issues; respond to requests for information or clarification; and to engage in their work as CROC members to further the goals of ensuring the adequacy of flight crew rest facilities and the prompt resolution of disputes.

5-J-11-a-(2) Initial Inspections

5-J-11-a-(2)-(a) The parties agree that initial inspections may be conducted once a full-scale mockup is available for newly manufactured aircraft. For modified facilities, initial inspections shall be conducted when the equipment being replaced/installed (e.g., seats, bunks, etc.) is/are available for inspection. During the initial inspection CROC members are encouraged to ask questions and provide their initial feedback on the facility (though the inspection results shall govern the position of the parties). In addition, all CROC members may be scheduled to remain in position for up to two (2) days to conduct further inspections when it is possible to make real-time improvements to address identified issues with the facility.

5-J-11-a-(2)-(b) Within two (2) business days of the conclusion of the initial inspection (net of any required travel), both parties to the CROC shall share the inspection results. The CROC will make one of the following determinations regarding the facility:

5-J-11-a-(2)-(c) 1. Preliminarily approved for augmented operation (subject to final inspection as outlined below); or

5-J-11-a-(2)-(d) 2. Preliminarily approved to enter augmented operation (subject to final inspection as outlined below), based on additional modifications to be accomplished prior to the final inspection; or

5-J-11-a-(2)-(e) 3. The facility is disapproved. If a facility is disapproved, the party (or parties) disapproving the facility must specify the reason(s) for the disapproval in sufficient detail to provide guidance to the manufacturer or appropriate Company personnel as to any required modifications. For example, “the seat is uncomfortable” would not meet this requirement, but “the seat is not wide enough” would meet this requirement.

5-J-11-a-(2)-(f) If the CROC deadlocks on the initial inspection, the CROC members from each party will submit their positions to the senior-most flight-qualified Vice-President in charge of Flight Operations and the MEC Master Chairman, in accordance with Sections [5-J-11-c](#) and [5-J-11-d](#), in order to initiate the dispute resolution process. This dispute resolution process will result in a determination that the facility is either

5-J-11-a-(2)-(g) 1. Preliminarily approved to enter augmented operation (subject to the final inspection as outlined below); or

5-J-11-a-(2)-(h) 2. Preliminarily approved to enter augmented operation (subject to final inspection as outlined below), subject to further modifications to address remaining items to be completed in an agreed upon schedule (which may extend for a defined period after the aircraft enters augmented service) and/or additional Flight Time or Duty Period limitations for operation of the aircraft while operating prior to completion of the required modifications; or

5-J-11-a-(2)-(i) 3. Disapproved until an agreed-upon list of items is addressed and resolved. Once resolved, the final inspection of the facility, done to obtain final approval to enter augmented operation, will occur.

5-J-11-a-(2)-(j) If a full-scale mockup, or the equipment to be inspected, is not available for an initial inspection, or if the Company elects not to conduct an initial inspection, the review process will start at the final inspection step. In the event no initial inspection is conducted the Company bears the risk that the final inspection may result in a facility being disapproved, and the standards for CROC evaluation shall not be modified by the fact no initial inspection was conducted.

5-J-11-a-(3) Final Inspections

5-J-11-a-(3)-(a) The CROC shall conduct a final inspection as soon as a facility is complete and available for final inspection. The final inspection may be scheduled to allow the CROC members to remain at the facility for two (2) days following the date of the inspection. If the facility has already received preliminary approval, such final inspection shall be limited to a validation that the facility is equivalent to that viewed on the initial inspection.

5-J-11-a-(3)-(b) Within two (2) days of a final inspection (net of any required travel), both parties to the CROC shall share the inspection results. The CROC will make one of the following determinations regarding the facility:

5-J-11-a-(3)-(c) 1. Adequate for augmented operation; or

5-J-11-a-(3)-(d) 2. Disapproved (with specific reasons for the disapproval).

5-J-11-a-(3)-(e) If the CROC deadlocks the matter shall be immediately referred to the dispute resolution process of Sections [5-J-11-c](#) and [5-J-11-d](#) which will determine the facility is either:

5-J-11-a-(3)-(f) 1. Adequate; or

5-J-11-a-(3)-(g) 2. Adequate for augmented operation subject to further modifications to address remaining items from the initial inspection (or if no initial inspection was conducted, those modifications submitted by the contesting CROC members); or

5-J-11-a-(3)-(h) 3. Disapproved until specific modifications are completed as identified in the initial inspection (or identified in the final inspection if there was no initial inspection); or

5-J-11-a-(3)-(i) 4. If the matter is referred to the System Board in accordance with Section [5-J-11-d](#), the Board will have the authority to make the following determinations in addition to those findings listed in paragraphs 1-3 above:

5-J-11-a-(3)-(j) a. What additional Flight Time or Duty Period limitations, if any, may be applied to aircraft utilizing the rest facility until the specific modifications deemed required are completed;

5-J-11-a-(3)-(k) b. What remedy, if any, is due to Pilots operating the aircraft in augmented operations prior to completion of required modifications.

5-J-11-a-(3)-(l) Upon request of either party an arbitration in accordance with Section [5-J-11-d](#) may be scheduled concurrent with a final inspection. The arbitration shall be convened after final inspection by the CROC members and the determination that the CROC has deadlocked on the result of the inspection. If required, the arbitration shall take place at the inspection location and all parties to the arbitration (including the members of the System Board, advocates and witnesses that are not CROC members) shall be provided access to inspect the facility.

5-J-11-a-(4) The parties agree that an aircraft cannot be operated with a new or changed flight crew rest facility until such facility has achieved one of the following:

5-J-11-a-(4)-(a) Completed a final inspection and has been deemed adequate; or

5-J-11-a-(4)-(b) Been deemed adequate for operation subject to further modifications to address remaining issues by mutual agreement of the Company and ALPA as referenced Sections [5-J-11-a-\(2\)-\(c\)](#) paragraph 2 and [5-J-11-a-\(3\)-\(c\)](#) paragraph 2 ; or

5-J-11-a-(4)-(c) Been adjudicated through the dispute resolution process contained in Section [5-J-11-d](#) and determined adequate for operation or adequate for operation subject to further modifications or limitations.

5-J-11-a-(5) The CROC shall maintain jurisdiction over any new or modified crew rest facility even after it enters service (i.e., it does not become an “existing” facility as referenced in Section [5-J-11-a](#) simply because it has entered service) until the facility is determined adequate through a final inspection or through the dispute resolution process of Sections [5-J-11-c](#) and [5-J-11-d](#).

5-J-11-a-(6) Should the parties agree additional modifications are necessary following either an initial or final inspection, or through the determination of the System Board, the Company shall provide an expeditious and reasonable timeline to make the required modifications. Should the Company fail to meet the timeline the parties agree that the dispute process of Sections [5-J-11-c](#) and [5-J-11-d](#) may be utilized to determine an appropriate remedy for the failure to complete modifications on the scheduled timeline.

5-J-11-a-(7) Should the CROC members from either party fail to provide timely inspection results as required in Sections [5-J-11-a-\(2\)-\(c\)](#) and [5-J-11-a-\(3\)-\(b\)](#), the matter shall be referred to the dispute resolution process of Sections [5-J-11-c](#) and [5-J-11-d](#).

5-J-11-b The CROC shall be responsible for designating, by aircraft type and cabin configuration, the seat assignment(s) for any crew rest and “break” seat(s) located in the passenger cabin. The criteria for selection shall be based on the seat(s) which provide the best environment for rest.

5-J-11-c In the event the CROC deadlocks on a recommendation, the matter shall be immediately referred to the senior-most flight-qualified Vice-President in charge of Flight Operations and the MEC Chairman for resolution, and both officials shall meet to resolve the matter within a week from the time the matter is referred. If the matter is not resolved in this meeting the dispute may be remanded by either party to the System Board in accordance with Section [18](#). The Company may not adopt new or changed crew rest facilities requiring majority approval by the CROC absent resolution by the senior-most flight-qualified Vice-President in charge of Flight Operations and the MEC Chairman or, absent such agreement, approval of the System Board.

5-J-11-c-(1) Only CROC members (or their designees) who attended an inspection shall be considered for the determination of whether the CROC has “deadlocked” on a decision. Namely, if one party sends only one CROC member to an inspection, that CROC member shall not carry a proxy and the CROC member who did not attend the inspection cannot provide a “vote” based on information relayed from the inspection. If an appointed CROC member cannot attend an inspection it is the expectation that the party will appoint a designee to attend in that member’s place and assume his role in the CROC deliberations on the facility.

5-J-11-d In the event the matter is remanded to the System Board the parties shall apply an expedited dispute resolution procedure in which they must add an additional date to the normal arbitration schedule and arbitrate the matter within thirty (30) days of the impasse between the senior-most flight-qualified Vice-President in charge of Flight Operations and the MEC Chairman or, if no arbitrator is available in that time frame, accept the first date offered by any arbitrator on the panel. The hearing on this matter shall be informal and without direct or cross examination, but with both parties making their case through oral statements and presentation and explanation of exhibits. The Board shall make its ruling on the day of the hearing, but, at its discretion, may follow up with a written decision.

5-J-11-d-(1) Should the System Board determine that the Company has not acted in good faith in implementing the recommendations of the CROC, the parties agree that the

upcoming scheduled operation of the aircraft (i.e., “the aircraft is scheduled to operate in three days”) shall not be considered by the Board.

5-J-11-e If either party is not available for a meeting or hearing described in Sections [5-J-11-c](#) and [5-J-11-d](#) and scheduled in accordance with the time limits of those Sections, it shall waive its position on the adequacy of the crew rest facility in dispute.

Section 5 Appendix

5-F-1-h-(2)-(h) (When a pilot is entitled to Extension Add Pay)

Example 1

Trip Details: A crew on a three-day trip worth 16:00 of LPV is laying over in LHR. Their operating flight experiences an unforeseen delay 8 hours after report which would require the crew to extend their FAR 117 duty day limit by 1:30 in order to return in that duty period. The crew was scheduled to return to their base at 1900LBT on Thursday and as a result of the delay and extension, will return at 0300LBT on Friday morning.

Extension Add Pay Calculation

1. With an extension the crew will return the crew to their base at 0300LBT.
2. This crew requires an FDP extension of 1:30 which extension entitles the pilot to 5 hours of Extension Add Pay per section 5-F-1-h.
3. This crew can expect Overtime Add Pay of 2:30 (3 hours at the 1:3 Overtime rig and 3:00 at the 1:2 day off rig).
4. Extension and Overtime Add Pay combined for a total of **7:30** of Add Pay.

Imputed Layover Calculation

1. With an imputed layover time of 12 hours, the crew will return to their base at 1500LBT (CCO + 12 hours + :90 Report Time +Block Time).
2. Because an imputed layover is used, no FAR 117 extension is taken
3. Since the crew's return to their base using the imputed layover is 1500LBT, this generates 8:30 of Overtime Add Pay (Based on the originally scheduled arrival time of 1900LBT and the imputed arrival time of 15:00, 3:00 late at the 1:3 rig and 15:00 on their day off at a 1:2 rig) in addition to the other applicable Add Pays in this section for a total of 8:30 of Add Pay.
4. Overtime Add Pay **8:30** of Add Pay for the trip.

Conclusion: Since the Add Pay provided by the imputed layover is greater than the Add Pay value with the Extension Add Pay, the crew will be paid via the Imputed Layover Calculation method or per 5-F-1-h-(2)-(h).

Imputed vs Actual Calculation for FDP Extension			
		Extension :30+	Imputed 12hr Layover
1	ETA	0300LBT	1500LBT
2	Extension Add Pay	5:00	None
3	1:3 OT Rig	1:00	1:00
	1:2 OT Rig	1:30	7:30
4	Total Add Pay	7:30	8:30

*If the pilot actually extends, their Overtime Add Pay is calculated based on their actual arrival time

5-F-1-h-(2)-(h) (When a pilot is entitled to Extension Add Pay)**Example 2**

Trip Details: A crew is laying over in SIN on an FRMS trip. Their operating flight experiences an unforeseen delay of 5 hours after report which would require the crew to extend their FRMS duty day :30 in order to return in that duty period. The crew was scheduled to return to their base at 2120LBT on Monday and as a result of the delay and extension will return at 0120LBT Tuesday morning.

Extension Add Pay Calculation

1. With an extension the crew will return the crew to their base at 0120LBT.
2. This crew requires an FDP extension of 1:00 which extension entitles the pilot to 5 hours of Extension Add Pay per section [5-F-1-h](#).
3. This crew can expect Overtime Add Pay of :53 (:40 at the 1:3 Overtime rig and 1:20 at the 1:2 day off rig).
4. The crew is entitled to 5:00 of Add Pay for the originating SFO-SIN segment per the FRMS.
5. Extension and Overtime Add Pay combined with the FRMS Add Pay for the trip totals **10:53** of pay for the trip.

Imputed Layover Calculation

1. With an imputed layover time of 12 hours, the crew will return to their base at 1420LBT (CCO + 12 hours + :90 Report Time +Block Time).
2. Because an imputed layover is used, no FAR 117 extension is taken.
3. Since the crew's return to their base using the imputed layover is 1420LBT, this generates 7:53 of Overtime Add Pay (Based on the originally scheduled arrival time of 2120LBT and the imputed arrival time of 14:20, :40 late at the 1:3 rig and 15:20 on their day off at a 1:2 rig).
4. The crew is entitled to 5:00 of Add Pay for the originating SFO-SIN segment per the FRMS.
5. Overtime Add Pay combined with the FRMS Add Pay for the trip totals **12:53** of pay for the trip.

Conclusion: Since the Add Pay provided by the imputed layover is greater than the Add Pay value with the Extension Add Pay, the crew will be paid via the Imputed Layover Calculation method or per [5-F-1-h-\(2\)-\(h\)](#).

Imputed vs Actual Calculation for FDP Extension			
		Extension :30+	Imputed 12hr Layover
1	ETA	0120LBT	1420LBT +1
2	Extension Add Pay	5:00 (SIN-SFO)	None
3	1:3 OT Rig	:13	:13
	1:2 OT Rig	:40	7:40
4	FRMS Add Pay	5:00 (SFO-SIN)	5:00 (SFO-SIN)
5	Total Add Pay	10:53	12:53

5-F-1-h-(7)-(a) (When a pilot is not entitled to Extension Add Pay)**Example 1****Trip Details:**

A pilot has three legs in their last duty period, two Flying Flight Segments followed by a 2 hour Deadhead. Due to operational delays, the DH is delayed 3 hours and the pilot will exceed their contractual duty day limit if they remain on the delayed DH. The pilot is scheduled to return to their base at 1800LBT on Wednesday and as a result of the delay and extension will return at 2300LBT on Wednesday.

Extension Add Pay Calculation

1. With an extension the crew will return to their base at 2300LBT.
2. This pilot requires a contractual duty day extension of 1:00. Since this is an unaugmented duty period with more than one segment, no Extension Add Pay is available under this section.
3. This crew can expect Overtime Add Pay of 1:00 (3:00 at the 1:3 Overtime rig and none at the 1:2 day off rig).
4. Overtime Add Pay totals **1:00** of Add Pay for the trip.

Imputed Layover Calculation

1. With an imputed layover time of 12 hours, the crew will return to their base at 1030LBT (CCO + 12 hours + :45 Report Time +Block Time)
2. Because an imputed layover is used, no FAR 117 extension is taken.
3. Since the crew's return to their base using the imputed layover is 1030LBT, this generates 6:35 of Overtime Add Pay (Based on the originally scheduled arrival time of 18:00LBT and the imputed arrival time of 10:30LBT, 4:00 late at the 1:3 rig and 10:30 on their day off at a 1:2 rig).
4. Overtime Add Pay totals **6:35** of Add Pay for the trip.

Conclusion:

Since the Add Pay provided by the imputed layover is greater than the Add Pay value with the Extension Add Pay, the crew will be paid via the Imputed Layover Calculation method or per 5-F-1-h-(7).

Imputed vs Actual Calculation for FDP Extension			
		Extension :30+	Imputed 12hr Layover
1	ETA	2300LBT	1030LBT +1
2	Extension Add Pay	None	None
3	1:3 OT Rig	1:00	1:20
	1:2 OT Rig	None	5:15
4	Total Add Pay	1:00	6:35

5-F-1-h-(7)-(a) (When a pilot is not entitled to Extension Add Pay)**Example 2****Trip Details:**

A pilot is flying a 3 day trip and has three legs in their last duty period. The pilot's last leg, with a block time of 3 hours is scheduled to return to their base at 1800LBT. The pilot is operationally delayed and will require a duty day extension, based on their CCO of 1600LBT, in order to return to their base in the same duty period. With the extension, the pilot will return to their base at 2300LBT.

Extension Add Pay Calculation

1. With an extension the pilot will return to their base at 2300LBT.
2. This pilot requires a contractual duty day extension of 1:00. Since this is an unaugmented duty period with more than one segment, no Extension Add Pay is available under this section.
3. This crew can expect Overtime Add Pay of 1:00 (3:00 at the 1:3 Overtime rig and none at the 1:2 day off rig).
4. Overtime Add Pay trip totals **1:00** of Add Pay for the trip.

Imputed Layover Calculation

1. With an imputed layover time of 12 hours, the crew will return to their base at 0745LBT (CCO + 12 hours + :45 Report Time +Block Time)
2. Because an imputed layover is used, no FAR 117 extension is taken.
3. Since the crew's return to their base using the imputed layover is 0745LBT, this generates 5:13 of Overtime Add Pay (Based on the originally scheduled arrival time of 1800LBT and the imputed arrival time of 0745LBT, 4:00 late at the 1:3 rig and 7:45 on their day off at a 1:2 rig).
4. Overtime Add Pay trip totals **5:13** of Add Pay for the trip.

Conclusion:

Since the Add Pay provided by the imputed layover is greater than the Add Pay value with the Extension Add Pay, the crew will be paid via the Imputed Layover Calculation method or per 5-F-1-h-(7).

Imputed vs Actual Calculation for FDP Extension			
		Extension :30+	Imputed 12hr Layover
1	ETA	2300LBT	0745LBT +1
2	Extension Add Pay	None	None
3	1:3 OT Rig	1:00	1:20
	1:2 OT Rig	None	3:53
4	Total Add Pay	1:00	5:13

2:30 Min Day Rig**Example 1**

An LAX based 320 pilot begins a 4 day trip with a departure from their base at 0005 (2305LBT report on Day 1) on an ANF to the East Coast. The trip continues with three more days of flying with 7:15 hours of flying on each remaining day for a trip value of 21:46 (Trip LPV). Based on the M5:15D rig, the minimum pay for the trip is 21:00. Since the pilot is not scheduled for any flying on day 1 of the trip, the pilot is due 2:30 of Min Day LPV combined with the Trip LPV of 21:46 for a total of 24:15 of pay for the trip, since this is greater than the M5:15D rig, the trip pays 24:15.

Trip Day	Block	LPV*	M5:15D*
Day 1	:00	2:30	5:15
Day 2	7:16	7:16	5:15
Day 3	7:15	7:15	5:15
Day 4	7:15	7:15	5:15
	21:46	24:16	21:00

**LPV will pay the greater of block (including Min Day Pay), duty period rig 1:2/1:1.75. The trip will pay the greater of LPV, M5:15D, or 1:3.5 rig*

Example 2

An IAH based 737 pilot begins a 3-day trip that has 6:00 hours of flying on day 1, a 30 hour TUL layover encompasses day 2 and 6:00 hours of flying on day 3. Based on M5:15D, this trip should pay a minimum of 15:45 of LPV. Since the Trip LPV is 12 hours and there is no flying on day 2, the pilot is entitled to 2:30 of Min Day rig bringing the trip pay to 14:30. Since the trip value under the M5:15D rig is greater, the pilot is still paid 15:45 for the trip.

Trip Day	Block	LPV*	M5:15D*
Day 1	6:00	6:00	5:15
Day 2	None	2:30	5:15
Day 3	6:00	6:00	5:15
	12:00	14:30	15:45

**LPV will pay the greater of block (including Min Day Pay), duty period rig 1:2/1:1.75. The trip will pay the greater of LPV, M5:15D, or 1:3.5 rig*

The pilot gets an additional 1:30 of block due to a reassignment on Day 3 of the trip for a total of 13:30 of Trip LPV in addition to the 2:30 Min Day LPV. This pilot would now be paid off this rig for a total of 16:00 of pay in addition to any Overtime Add Pay, if applicable.

Trip Day	Block	LPV	M5:15D*
Day 1	6:00	6:00	5:15
Day 2	None	2:30	5:15
Day 3	7:30	7:30	5:15
	13:30	16:00	15:45

**LPV will pay the greater of block (including Min Day Pay), duty period rig 1:2/1:1.75. The trip will pay the greater of LPV, M5:15D, or 1:3.5 rig*

Example 3

An SFO based 756 pilot begins a 3 day trip at 1130LBT with 7:45 of flying on day 1, arriving on the East Coast for a 0035ET (2135LBT) for a 30 hour layover. On day 3 the pilot is scheduled for 7:50 hours of flying for a total block time of 15:35 (Trip LPV). This pilot is entitled to the block time plus the 2:30 hour minimum calendar day pay for the second day of the trip where they were not scheduled for of flying for a total of 18:05 of pay (Trip LPV plus the Min Day LPV).

Trip Day	Block	LPV	M5:15D*
Day 1	7:45	7:45	5:15
Day 2	None	2:30	5:15
Day 3	7:50	7:50	5:15
	15:35	18:05	15:45

**LPV will pay the greater of block (including Min Day Pay), duty period rig 1:2/1:1.75. The trip will pay the greater of LPV, M5:15D, or 1:3.5 rig*

Section 6 - Seniority

6-A General

6-A-1 A Pilot shall be placed and shall retain his relative seniority position on the United Pilot Seniority List (the "Seniority List") effective on the date of hire as a Pilot with the Company. A Pilot shall remain on the Seniority List from such date except as provided in this Agreement.

6-A-2 Except as otherwise provided by this Agreement, seniority shall govern all Pilots in the case of furlough and recall, displacement, and the filling of vacancies, provided the Pilot is sufficiently qualified for the conduct of the operation. For purposes of Section [6-A-2](#), "sufficiently qualified" means the Pilot's qualifications as an airline pilot, exclusive of route and Equipment qualification, except that if the Pilot has been given the opportunity to qualify and has failed, he may be denied an assignment. If a Pilot is considered by the Company not to be sufficiently qualified, the Company shall immediately furnish the Pilot with the reasons in writing.

6-B Seniority List

The Seniority List shall be updated as of July 1 each year, and shall contain, in the proper order, the names of all Pilots then entitled to seniority. The updated Seniority List shall be posted electronically and shall be considered the official Seniority List. Each Pilot shall be allowed a maximum period of sixty (60) days after the date of posting in which to protest any alleged omission or incorrect listing affecting his seniority. A Pilot who does not submit his protest within the sixty-day time period shall subsequently be precluded from protesting the same alleged omission or incorrect listing. However, a Pilot on vacation, leave of absence or sick leave at the time of posting shall be allowed sixty (60) days after returning to duty to protest any alleged omission or incorrect listing. All seniority protests arising from revised Seniority Lists shall be handled in accordance with the procedures in Section [17](#), the result of which shall be final and binding.

6-C Period of Probation

A Pilot shall be on probation for twelve (12) Bid Periods of service as a Pilot for the Company and having performed 165 days of work for the Company, or until they commence Captain upgrade aircraft training, if earlier. For purposes of this Section [6-C](#), "Work" shall include Pilot duty, reserve availability, training, instruction, special assignment and all other flight duties for which compensation is paid. Nothing in this Agreement shall be construed to prevent the Company from ending a Pilot's employment during his period of probation regardless of his position on the Seniority List.

6-D Removal from the Seniority List

6-D-1 Any Pilot who resigns his employment as a Pilot, is discharged as a Pilot for just cause, is discharged during his probationary period, exceeds the ten (10) year furlough period in accordance with Section [7](#), is found to be unfit for duty for a continuous period of time as described in Section [12-B](#), has reached the FAA mandatory retirement age, or dies shall be removed from the Seniority List.

6-D-2 Notwithstanding Section [6-D-1](#), any Pilot receiving an LTD benefit or any Pilot who would otherwise qualify for an LTD benefit but for the fact he is performing non-flying duties or chose not to participate in the LTD plan, shall not be subject to the time limitations in Section [12-B](#).

6-E Non-Flying, Supervisory or Management Duty or Special Assignment

6-E-1 A Pilot who is transferred to a non-flying, supervisory, or management position, or who is performing special assignment duties shall retain his relative position on the Pilot Seniority List.

6-E-2 When a Pilot engaged in non-flying, supervisory or management duty or who is performing special assignment duties returns to flying duty, he shall assume his former Category or, in the event he has been awarded another Category while on such duty, he shall assume such new Category.

6-E-3 A supervisory or management Pilot shall fly as Captain in line operations only if he holds a Captain bid, and shall fly as a First Officer in line operations only if he holds a Captain or First Officer bid.

6-E-4 Supervisory and management Pilots shall serve in line operations on any Equipment type assigned by the Company.

6-E-5 Supervisory and management Pilots must comply with all contractual limits and requirements (e.g., duty limits, minimum off-duty requirements, augmentation and rest facility requirements, etc.). The Association may agree to waive any contractual requirement for these Pilots for exceptional circumstances, provided the affected Pilot concurs.

Section 7- Furlough & Recall

7-A Notice and Assignment

7-A-1 Any reduction in Pilot personnel shall be in the reverse order of system seniority. When it becomes necessary to furlough Pilots covered by this Agreement, at least ninety (90) days, but not more than 120 days, notice of such furlough shall be given all Pilots affected; provided, however, that when there is no work because of an Act of God, labor dispute, or other circumstances over which the Company has no control, Pilots covered by this Agreement may be furloughed without advance notice. Such Pilots furloughed shall be offered recall in seniority order.

7-A-2 Pilots returning to Active Service from furlough shall be assigned, in accordance with their seniority and preference, to advertised but unfilled vacancies within the system as provided in Section [8](#). However, a Pilot returning from voluntary furlough shall have the right to return to the Category from which he was furloughed, unless the Category no longer exists or the Pilot has insufficient seniority to hold such Category, in which case he shall be entitled to exercise displacement rights in accordance with Section [8](#).

7-A-3 If the recalled Pilot is assigned to a Base other than that from which he was furloughed, he shall be entitled to moving expenses and travel days in accordance with Section [10](#). However, such Pilots who elect not to use this entitlement, or Pilots who are returning to the Base from which they were furloughed, shall be entitled to transfer days and expenses in accordance with Section [10](#).

7-B Probationary Pilots

Probationary Pilots shall be furloughed in accordance with this Section. After recall, such Pilots shall be required to serve any unexpired portion of their probationary period.

7-C Change of Address

A Pilot who has been furloughed shall, in the manner specified in the furlough notice, file his address with the Company and shall thereafter promptly advise the Company of any change in address. If a Pilot does not comply with the requirements of Section [7-C](#), he shall not be entitled to recall as provided in Section [7-A](#), shall forfeit all seniority, and his name shall be removed from the Seniority List.

7-D Military Leave Upon Recall

A Pilot who is on military duty at the time he is offered recall shall have his status changed to reflect that he is on a military leave of absence.

7-E Recall

7-E-1 A Pilot shall indicate his desire to return to Active Service or bypass his recall within fourteen (14) days from receipt of the recall notice. If a Pilot fails to respond to the recall notice, the Pilot shall be considered as bypassing recall. The return to service date specified in the notice offering recall shall not be less than thirty (30) days, or if such Pilot resides outside the forty-eight (48) contiguous United States, the return to service date shall not be less than forty-five (45) days,

after notice to return is sent via express mail with proof of delivery to the last address filed according to Section [7-C](#).

7-E-2 A Pilot who elects to return to Active Service, but does not return on the re-employment date, shall forfeit all seniority and his name shall be removed from the Seniority List.

7-E-3 If a Pilot elects to be bypassed, the Company shall not contact him for any subsequent recalls until he notifies the Company in writing of his desire to re-enter the recall process. Such notice must be sent as outlined in the initial recall notice. The Company shall acknowledge receipt of the Pilot's letter requesting recall under the terms of this Section [7-E](#), but it is the responsibility of the Pilot to confirm receipt of his notice to re-enter the recall process. Once the Company has received notice of a Pilot's intention to re-enter the recall process, he shall be eligible for the next scheduled recall.

7-F Seniority

A Pilot shall maintain his relative position on the Seniority List for all time on furlough and recall bypass provided that the continuous period of furlough and recall bypass shall not exceed ten (10) years. Once such a continuous period exceeds ten (10) years, a Pilot shall forfeit all recall rights and his name shall be removed from the Seniority List. Pilots shall receive longevity credit for all time spent on furlough.

7-G Furlough Pay

The Association shall be advised of a pending furlough. Prior to such furlough, the Company shall offer a Furlough Avoidance Company Offered Leave of Absence ("COLA") in accordance with Section [12](#). Further, the Company shall offer a Voluntary Furlough program. The parties shall also attempt to achieve solutions consistent with the Company's needs and the interest of the Pilot group.

7-G-1 A Pilot who has one (1) or more years of service as a Pilot and who is furloughed shall receive furlough pay equivalent to the minimum monthly reserve flight pay guarantee based on the Category flown his last full Bid Period prior to furlough for the period of time specified in the chart below, except as provided in Section [7-G-1-a](#). When determining the Pilot's furlough pay rate, the longevity step used shall be the longevity step in effect on the day before the Pilot's furlough date, as determined by Section [3-B-2](#).

If Pilot has completed:

1 year of service	1/2 month furlough pay
2 years of service	1 month furlough pay
3 years of service	1 1/2 months furlough pay
4 years of service	2 months furlough pay
5 years of service	2 1/2 months furlough pay
6 years of service	3 months furlough pay
7 years of service	3 1/2 months furlough pay
8 years of service	4 months furlough pay

9 years of service 4 1/2 months furlough pay

7-G-1-a A furloughed Pilot i) who was involuntarily displaced from a higher-paying Category than the one from which he was furloughed, and ii) whose “date of displacement” (as defined in Section [8-E-3](#)) from that higher-paying Category is within twelve (12) Bid Periods of his furlough date, and iii) who actually received pay in that higher-paying Category, shall receive furlough pay equivalent to the minimum monthly reserve flight pay guarantee based on the last hourly rate he actually received for that higher-paying Category. If more than one (1) involuntary displacement satisfies this provision, the highest rate applicable shall be used. This provision shall not apply if the Pilot would receive a lesser rate than provided for under Section [7-G-1](#) if the last hourly rate actually received for the higher paying Category was at a lower longevity step than the Category from which he was furloughed (e.g., 2 year 756 First Officer rate vs. 3 year 737 First Officer rate).

7-G-1-b Notwithstanding Sections [7-G-1](#) and [7-G-1-a](#), no furlough pay shall be due if the furlough is caused by an Act of God, labor dispute or other circumstances over which the Company has no control.

7-G-2 A Pilot eligible for furlough pay shall receive such pay starting at the time of furlough and such payments shall be at regular pay periods and continue until all furlough pay credit is exhausted, except that in no event shall any such payment be due after his effective date of recall by the Company.

7-G-3 A Pilot recalled by the Company who is later furloughed shall again be entitled to furlough pay as provided in Section [7-G-1](#).

7-G-4 The Company may offer furloughed Pilots other jobs in the Company on a voluntary basis. If a Pilot volunteers to accept such job, he shall only be eligible for that portion of his monthly furlough payment which exceeds the amount of his monthly salary in such job.

7-G-5 A Pilot who is furloughed shall receive vacation pay for all vacation time accrued to the end of the Bid Period preceding his furlough.

7-H Benefits

7-H-1 A Pilot (and his eligible dependents) who is furloughed due to a reduction in force shall continue to receive benefits in accordance with the chart in Section [12-J](#).

7-H-2 A furloughed Pilot and his travel eligibles shall be entitled to all pass travel benefits on United and United Express carriers as if the Pilot were in Active Employment.

7-I Displacement

A Pilot who has received notice of furlough shall be exempt from the provisions of Section [8-E](#). Pilots who are declared surplus while other junior Pilots in the same Category are exempted under this provision shall be pay protected on a one-for-one basis for the period of this exemption. During this period those Pilots qualifying for pay protection shall continue to receive the salary of the Equipment from which displaced.

Section 8- Staffing

8-A Classification of Categories

8-A-1 Pilot assignments at a Base shall be classified in the Status of Captain and First Officer, as applicable, in one of the following Equipment types: A380, B777, B787, A350, A330, B767/B757, A321/A320/A319, B737, A220, CRJ900 and EMB190/195.

8-A-2 Should an Equipment type not listed in Section 8-A-1, or not delineated in Section 8-D-1-c, be introduced, the parties shall meet and agree to determine its classification for purposes of Section 8-D-1-c. If the parties are unable to agree, the dispute shall be resolved via arbitration as set forth in Section 3-J-1.

8-A-3 Each Bid Period the Company shall electronically post an up-to-date list of the staffed positions of all Pilot assignments.

8-B Manpower Requirements

The number of Captain and First Officer assignments in each Equipment type, when required, shall be determined by the following procedure:

8-B-1 Scheduled block hours (including AMC and CRAF hours) plus Flight Time credit divided by 87:00 = Pilots

8-B-2 Reserve -
14% of 8-B-1 for A380, B777, B787, A350, A330 and B767/B757 Captains, or
12% of 8-B-1 for A321/A320/A319, B737, A220, CRJ900 and EMB190/195 Captains and all First Officers = Pilots

8-B-3 Charter & extra lift hours divided by 87:00 = Pilots

8-B-4 Sick leave man months = Pilots

8-B-5 Vacation man months = Pilots

8-B-6 Training man months (including recurrent training) = Pilots

TOTAL SYSTEM PILOT REQUIREMENTS FOR 60 DAYS = total of above

Nothing herein shall prevent the Company from awarding or maintaining additional positions for reserve coverage by Equipment type in excess of the percentage set forth in Section 8-B.

8-C Vacancy Bulletins, Bidding and Awarding

8-C-1 Vacancies

8-C-1-a Vacancies in Captain and First Officer Categories shall exist when, in accordance with Section [8-B](#), there is a need for additional positions for an anticipated period of sixty (60) days or more. Vacancies shall be advertised at all Bases as far in advance as possible, but not later than thirty (30) days after such vacancy exists.

8-C-1-b Vacancies which were not expected to exist more than sixty (60) days, if existing at the end of sixty (60) days, shall be reviewed with the System Schedule Committee (SSC). Such vacancies shall be advertised within five (5) days after such review unless mutually agreed otherwise.

8-C-2 Subject to the provisions of Section [8-D](#), Pilots shall be eligible to be awarded vacancies. Vacancy bulletins shall state the number and Category of primary vacancies to be filled; the effective date of the award; the anticipated dates training is to start; and the current minimum and maximum number of positions, as determined by the Company, for all Categories. All vacancies listed on the same bulletin shall share a common closing date and a common effective date. Vacancy bulletins shall be posted not later than noon local time on the date the bulletin is issued and shall close not sooner than noon local time on the tenth (10th) day following the date of issuance.

8-C-3 Bidding on Vacancies

8-C-3-a A Pilot desiring a change in Category may submit a bid for any Categories that he desires in preference order, which may remain on file indefinitely as a “standing vacancy bid” at the Pilot’s request. A Pilot may revise his standing vacancy bid at any time. His standing vacancy bid shall be the Pilot’s official bid. Standing vacancy bids shall be cancelled upon request or upon the award of a vacancy as a result of a bid.

8-C-3-b A Pilot may use percentage bidding, selectable on a single-percentage-point basis, to bid a relative position within a Category. This percentage shall be applied at the time the Pilot’s bid is processed, and shall be calculated based upon the Pilot’s relative position (if given the award) compared to the final number of positions that exist when all awarding is complete.

8-C-4 Awarding of Vacancies

Upon closing of a vacancy bulletin, Pilots shall be awarded the number of advertised primary vacancies. At the same time, Pilots may be awarded secondary vacancies that have become available due to the awarding of the advertised primary vacancies. Further, awards may be made to fill the vacancies resulting from all subsequent awards. Secondary vacancies shall be awarded to ensure the published minimum number of positions are maintained for all Categories. These secondary vacancies shall not have been advertised, but shall share the same effective date as the primary vacancies. The number of awards made to fill the vacancies resulting from primary and all subsequent awards may exceed the published minimum number of positions.

8-C-4-a In addition, in a Category that has advertised primary vacancies, the Company may make secondary vacancy awards up to the point that the total number of awarded Pilots who are not lateral awards equals the number of advertised primary vacancies plus the number of awards out of the Category in the vacancy.

8-C-4-a-(1) For example, if ten (10) SFO B777 Captain primary vacancies are advertised and three (3) SFO B777 Captains are awarded out of the Category, the Company may make secondary vacancy awards up to the point that the total number of awarded Pilots who are not lateral awards totals thirteen (13).

8-C-4-a-(2) For example, if ten (10) SFO B737 First Officer primary vacancies are advertised, five (5) SFO 737 First Officers are awarded out of the Category, and two (2) B737 Pilots receive a lateral award to SFO, the Company may make secondary vacancy awards up to the point that the total number of awarded Pilots who are not lateral awards totals fifteen (15). In this case, there shall be fifteen (15) unfilled vacancies in the SFO B737 FO Category.

8-C-4-a-(3) The Categories that are potential candidates to use this process must be identified in the vacancy bulletin.

8-C-4-a-(4) The maximum number of positions listed on the vacancy bulletin for Categories using this provision may be exceeded by the number of secondary vacancies made under this provision.

8-C-4-a-(5) The SSC will be consulted on each use of this provision, and upon request will be provided a training plan that demonstrates the need for the provision.

8-C-4-a-(6) The intent of this provision is to efficiently utilize available training resources, and not to limit the number of vacancies.

8-C-5 Except as provided in Section [8-C-6](#), the most senior Pilot eligible (as defined by Section [8-D](#)) for a vacancy shall be awarded such vacancy in accordance with his bid choices.

8-C-6 When a vacancy or vacancies occur in a Category from which a Pilot(s) has been displaced under the provisions of Section [8-E](#), the displaced Pilot(s) shall, notwithstanding any freezes outlined in Section [8-D](#) and for a period of 120 days beyond the effective date of his displacement, be offered in order of seniority the vacancy prior to awarding that position under the provisions of Section [8-C-5](#). This 120 day period is measured from the effective date of the displacement to the date on which the vacancy bulletin is published.

8-C-7 All vacancies shall be advertised for bid not more than six (6) months prior to the effective date of the vacancy, except the Company may exceed this time limit with SSC concurrence. This time limit may also be exceeded for vacancies awarded on a new Equipment type if necessary to meet training requirements after review with the SSC. An Equipment type shall be considered “new” for any bid with an effective date within twenty-four (24) months of the Company’s first revenue flight using that Equipment type.

8-C-8 Bulletined but unfilled First Officer and unfilled narrowbody fleet Captain vacancies may be used by the Company for the assignment of new hire Pilots. This Section [8-C-8](#) shall not be applicable while any furloughed Pilot has not been offered recall. For the purpose of this Section [8](#), “narrowbody fleet” or “narrowbody fleet Captain vacancies” refers only to B737 or A320 or any other single-aisle non-supersonic aircraft that may be added to the Company fleet in the future.

8-C-8-a Any Captain vacancies offered must be tied to forecasted block hour needs in a Category.

8-C-8-b Pilots who do not meet the requirements of FAR Part 121.436 will not be eligible to be awarded or assigned Captain vacancies.

8-C-8-c New hire Pilots and probationary pilots under Section [8-I-1-b](#) may only be assigned or awarded to Captain vacancies in narrowbody fleet Categories.

8-D Eligibility to be Awarded Vacancies

A Pilot's eligibility to be awarded vacancies shall be subject to the following conditions:

8-D-1 Equipment Training Freeze

8-D-1-a When a Pilot is awarded a vacancy that requires training, he may be ineligible to be awarded another vacancy for twenty-four (24) months if the number of training days (excluding days off) for the training is thirteen (13) days or greater, or for twelve (12) months if the required training is less than thirteen (13) days. There shall be no restriction on his eligibility to be awarded another vacancy if training is not required.

8-D-1-b An Equipment training freeze shall also apply to a new hire Pilot, and to a Pilot recalled from furlough who requires training.

8-D-1-c An Equipment training freeze shall not restrict a Pilot in a lower-numbered Equipment/pay band from being awarded a vacancy in a higher-numbered Equipment/pay band, pursuant to the bands described below:

- 1) EMB FO, CRJ 900 FO
- 2) 320 FO, 737 FO, 220 FO, CRJ 900 CA
- 3) 756 FO, EMB CA
- 4) 777 FO, 787 FO, 330 FO, 350 FO
- 5) 320 CA, 737 CA, 220 CA
- 6) 756 CA, 380 FO
- 7) 777 CA, 787 CA, 330 CA, 350 CA
- 8) 380 CA

8-D-1-d An Equipment training freeze shall not restrict a Pilot from bidding to a "new" Category (a Category shall be considered "new" for all vacancies with advertised effective dates within six (6) months of the advertised effective date of the first vacancies bid in that new Category).

8-D-1-e Application of Freezes and Continued Vacancy Offering.

8-D-1-e-(1) New Hire Pilots or Probationary Pilots who have not yet reached Section [9-K-1](#) qualifications on the date they receive the Captain vacancy award will be subject to an Equipment training freeze for twenty-five (25) months upon reaching the Section [9-K-1](#) qualifications. Probationary Pilots who have reached the Section [9-K-1](#) qualifications on the date they receive the Captain vacancy award will be subject to an Equipment training freeze for twenty-four (24) months starting on the award date pursuant to Section [8-D-5](#).

8-D-1-e-(2) A Pilot with an Equipment Training Freeze in Section [8-D-1-e-\(1\)](#) who is subsequently awarded a vacancy that requires training will have an imputed effective date equal to the date in which the freeze in Section [8-D-1-e-\(1\)](#) expires. However, the Pilot will

be pay protected in accordance with Section [8-F-5](#) based on the actual effective date of their new vacancy.

8-D-1-e-(3) Unless the [8-F-12](#) Pilot has elected to keep the Captain vacancy, the Company will continue to offer any Captain vacancy awarded or assigned to a [8-F-12](#) Pilot as a vacancy on any subsequent vacancy bid until such time as the [8-F-12](#) Pilot has been scheduled for Captain training.

8-D-1-e-(3)-(a) If a subsequent vacancy bid has more qualified Pilots bid for a Captain position than there are vacancies available in a given Category, additional vacancies will be awarded prior to the application of Section [8-C-4-a](#) to substitute those Pilots for the [8-F-12](#) Pilot assigned to that Category.

8-D-1-e-(3)-(b) Such vacancy shall be the last vacancy awarded in the Category, if there are multiple vacancies in the Category. Any Pilot awarded the vacancy must already meet all criteria for upgrade contained in the UPA.

8-D-1-e-(3)-(c) If the [8-F-12](#) Pilot is awarded a Base trade or vacancy in a different Category in accordance with Section [8-F-12-b](#), the Company shall no longer be obligated to post the vacancy.

8-D-1-e-(3)-(d) If prior to being scheduled for Captain training there are no longer any unfilled Captain vacancies for the Equipment, the [8-F-12](#) Pilot shall be provided the opportunity to opt-out of the Captain award. In such case, the Pilot will be considered as staffed in the Category in which they are currently flying, will not be subject to any bidding freeze, and will no longer be paid at a Captain rate provided in Section [8-F-12-e](#).

8-D-2 Bidding Freeze

8-D-2-a When a Pilot is awarded an assignment through vacancy bidding and such award does not move him from a lower-numbered band to a higher-numbered band in accordance with Section [8-D-1-c](#), he may be ineligible to be awarded any other vacancy for (-1-) thirty-six (36) months, if the Pilot did not change Base as a result of the award; or (-2-) twenty-four (24) months if the Pilot did change Base as a result of the award. However, a Pilot shall be eligible to be awarded a vacancy for a “lateral” award (i.e., change in Base only; Equipment and Status remain the same, where ‘Equipment and Status’ is determined using the Pilot’s most-recent vacancy or displacement award) without incurring an additional bidding freeze.

8-D-2-b A bidding freeze shall not restrict a Pilot from bidding for a Captain vacancy in his current Equipment type, nor from bidding to a new Base (a Base shall be considered “new” for vacancies with effective dates within six (6) months of the effective date of the first vacancy bulletin for that new Base).

8-D-2-c A bidding freeze shall not restrict a Pilot from being awarded a vacancy to upgrade from First Officer to Captain for the first time. However, such Pilot shall retain the balance of any bidding freeze under Section [8-D-2-a](#) which exists at the time of the award. For example, a Pilot with a Section [8-D-2-a](#) bidding freeze of thirty-six (36) months who has completed twenty (20) months in the frozen Category at the time of award will carry forward the

remaining sixteen (16) months of the bidding freeze to the new Category. The portion which is carried forward will run concurrently with any new training freeze resulting from the award.

8-D-3 New Equipment Type Freeze

8-D-3-a When a Pilot receives an award through vacancy bidding to a “new” Equipment type as defined in Section [8-C-7](#), he shall be ineligible to be awarded any other vacancy until the “new” Equipment type has completed twenty-four (24) months of revenue service.

8-D-3-b The award restriction set forth in Section [8-D-3-a](#) shall also apply to a Pilot who receives an award to a “new” Equipment type upon being hired as a Pilot or upon being recalled from furlough.

8-D-3-c A new Equipment type freeze shall not restrict a Pilot from being awarded a Captain vacancy if he has never held a Captain position before.

8-D-4 Any previously existing Equipment training freeze, bidding freeze, or new Equipment type freeze shall expire upon the earliest of (1) the date the freeze applicable to a subsequent vacancy bid award, if any, begins or (2) the date a Pilot receives a displacement award. However, freezes shall not expire if a vacancy bid award is a lateral vacancy bid award. A Pilot under a freeze may be awarded an unlimited number of lateral bid awards except he shall receive no new paid move nor travel time entitlement as a result of such an award.

8-D-5 All freezes shall begin on the award date of the vacancy award that causes the freeze (or, for a new-hire Pilot or a Pilot returning from furlough, on the day the Pilot begins indoctrination or re-indoctrination training), and shall apply to any vacancy bid whose closing date falls within the duration of the freeze.

8-D-6 Prior to utilizing Section [8-C-8](#) to assign an unfilled narrowbody fleet Captain vacancy to a New Hire, existing freezes will be lifted for Pilots bidding into those categories for that bid. When these existing freezes are lifted, Probationary Pilots will also be eligible to bid on such vacancies for that bid. In the event that the Company chooses not to lift existing freezes to fill unfilled narrowbody fleet Captain vacancies, those vacancies will be cancelled for that Category when the award is final.

8-E Displacement Bulletins, Bidding and Awards

8-E-1 If the Company determines that an excess of Captain or First Officer positions exist in a Category (including a Category that has un-activated assignments), the Company may issue a displacement bulletin, giving notice to the Pilots potentially affected that they are subject to displacement from their assignment on a specified date.

8-E-2 Displacement bulletins shall be published not less than thirty (30) days nor more than 125 days prior to the effective date of the displacement bulletin.

8-E-3 Displacement bulletins shall state the number of displacements that may occur in a Category; the effective date of the displacement bulletin; a seniority range of those subject to involuntary displacement, to indicate the displacement rights of any volunteer(s); and the current maximum number of positions for all Categories, as determined by the Company.

8-E-4 The displacement process shall not bring a Category below the published maximum number of positions for that Category, however, the Company is not required to displace in the event the number of positions in a Category exceeds the published maximum number of positions for that Category.

8-E-5 All Pilots in affected Categories shall be provided notice as outlined in Section [21-L-2](#) of displacement.

8-E-5-a Displacement bids shall be open for at least fourteen (14) days after the publication date of a displacement bulletin.

8-E-5-b If a Pilot is awarded a vacancy out of a Category affected by displacement during the period described in Section [8-E-5-a](#) or during the one hundred twenty (120) days prior to the displacement bulletin's publication date, he shall be entitled to a paid move in accordance with Section [10](#), and shall not be subject to a freeze pursuant to Section [8-D](#). If a Pilot is awarded a vacancy out of a Category affected by displacement during the period described in Section [8-E-5-a](#), the number of displacements within the affected Category shall be reduced by the number of such awarded Pilots.

8-E-5-c A Pilot who has displacement rights may 1) displace into any Category (except for a Category being phased out as set forth in Section [8-E-6-b](#)) where a Pilot junior to him holds an assignment, whether activated or not, and excluding Pilots who remain subject to displacement after the application of Section [8-E-6](#) or Pilots exempt from displacement under the provisions of Section [7-I](#); or 2) be awarded any vacancy to which he is entitled by seniority.

8-E-5-d A Pilot may use percentage bidding, selectable on a single-percentage-point basis, to bid a relative position within a Category. This percentage shall be applied at the time the Pilot's bid is processed, and shall be calculated based upon the Pilot's relative position (if given the award) amongst the most senior Pilots holding the category at the time the Pilot's bid is processed, up to the minimum number published per Section [8-E-3](#).

8-E-5-e Any Pilot, subject to displacement, who has not submitted a displacement bid at the time the bid closes shall be displaced to a Category defined by the Displacement Matrix, which shall be jointly developed and revised as necessary between the SSC and the Company.

8-E-5-f Notwithstanding Section [8-E-5-e](#), whenever a Pilot who is on a military leave of absence is displaced and does not submit a displacement bid, the Company shall automatically displace him to the highest paying Category to which he is entitled to by seniority. When the Pilot returns to active duty with the Company, he shall be permitted to displace to any assignment that his seniority entitles him.

8-E-6 Displacement of Pilots shall be made in inverse seniority order, unless exempted by the application of Section [7-I](#) or as set forth below:

8-E-6-a Any Pilot holding an assignment in the same Category as a Pilot who has been given a displacement notice may, on a pilot-for-pilot basis, volunteer to replace the most senior Pilot subject to displacement. A volunteer shall submit a displacement bid, and he shall be accepted as a volunteer only if his bid can be granted based upon the seniority of the Pilot he replaced on the displacement notice. Volunteers shall be awarded in seniority order up to the number

of the published displacements as adjusted by the provisions of Section [8-E-5-b](#). The number of Pilots to be involuntarily displaced shall be reduced by one (1) for each volunteer awarded a displacement, and the list of Pilots subject to displacement shall be adjusted to account for the effect of volunteering Pilots.

8-E-6-b When the Company desires to completely phase-out a Category (i.e., the Equipment type is no longer flying in that Base), the provisions of Section [8-E](#) shall apply except that a volunteer for displacement under Section [8-E-6-a](#) may exercise his displacement rights using his seniority.

8-E-7 Should Pilots be displaced while junior Pilots remain in the same Category because of the exemption provided under Section [7-I](#), and should the anticipated furlough subsequently be cancelled, the displaced Pilots shall be protected as follows:

8-E-7-a All Pilots previously exempted under Section [7-I](#) shall be immediately displaced, or

8-E-7-b Those Pilots who had been involuntarily displaced to another Category shall be immediately given the opportunity in seniority order to return to their prior Category, provided further that the number of Pilots exercising this option shall not exceed the number of Pilots previously exempted under Section [7-I](#) in that Category. If the Pilot has exercised a paid move under the provisions of Section [10](#) as the result of his displacement and elected to return to his prior Category as the result of this Section [8-E-7-b](#), he shall again be entitled to a paid move under the provisions of Section [10](#) back to the Base of his prior Category.

8-E-8 All involuntary and voluntary displaced Pilots shall be entitled to a paid move in accordance with Section [10](#) and shall not be subject to a freeze pursuant to Section [8-D](#).

8-F Activation Of Assignment

8-F-1 A Pilot's date of "activation" shall be the date they begin in a new Category and is set by:

8-F-1-a completion of LOE in that Category; or

8-F-1-b the first day on which they begin a schedule in that new Category, when no training is required.

8-F-2 The order of activation of vacancy awards in a Category shall be in chronological order of the award bulletins.

8-F-3 Cancellation of Vacancy Awards

8-F-3-a A vacancy award may only be cancelled if: (1) the Pilot has not been activated; (2) the cancellation occurs prior to the effective date specified in the award bulletin; and (3) no junior Pilot on the same vacancy or any Pilot on a subsequent vacancy has been activated into the Category. Further, if a vacancy award is cancelled, the unactivated vacancy awards into the Category for all junior Pilots on the same vacancy and all Pilots on a subsequent vacancy must also be cancelled. When vacancy awards are cancelled, the order of cancellation shall be in reverse chronological order of the publication date of award bulletins, and then in reverse seniority order of Pilots awarded vacancies within the same bulletin.

8-F-3-b A Pilot whose vacancy award is cancelled shall retain their current assignment. Further, if on any intervening bulletin award (including the bulletin award that was cancelled)

a Pilot junior to them has been awarded a vacancy which the Pilot could have been awarded, the Pilot may, within twenty (20) days of notification of such cancellation, displace into the Category which the junior Pilot was awarded. The Pilot exercising such displacement rights shall be considered as though they had bid the vacancy awarded the junior Pilot.

8-F-3-c In the event a vacancy is not filled within one hundred twenty (120) days of the date the award bulletin was issued, the vacancy shall be cancelled.

8-F-4 Cancellation of Displacements

Should the number of displacements in a Category be reduced, the Company may cancel all or part of a displacement bid. Partial reductions in a displacement bid shall be made in the following manner:

8-F-4-a The Company shall contact all Pilots who volunteered to be displaced under Section [8-E-6-a](#) and offer each Pilot the opportunity to withdraw as a displacement volunteer. If the Pilot does not withdraw within seven (7) days after notification, he shall still be considered a displacement volunteer as set forth in Section [8-E-6-a](#).

8-F-4-b Following the contact made in Section [8-F-4-a](#), the number of displacement cancellations determined by the Company shall occur in the following order:

8-F-4-b-(1) Seniority order of volunteers who have requested withdrawal;

8-F-4-b-(2) Seniority order of Pilots who have been involuntarily displaced; and

8-F-4-b-(3) Inverse seniority order of remaining displacement volunteers.

8-F-5 Pay Rate Protection

8-F-5-a For each Category, on a pilot-for-pilot basis, a Pilot who has an un-activated vacancy award shall be “pay rate protected” (based upon the blended rate of the Category, if applicable), on the date: (1) another Pilot begins a temporary duty assignment (“TDY”) in the subject Pilot’s Category if such date is on or after the subject Pilot’s vacancy bid effective date; or (2) the activation date of a junior Pilot in the same Category on the same vacancy bulletin; or (3) the activation date of any Pilot in the same Category on subsequent vacancy bulletins.

8-F-5-b Any Pilot who is pay rate protected under Section [8-F-5-a](#), and whose awarded vacancy involves a Base change, shall on the forty-sixth (46th) day of such protection be entitled to expenses and allowances in accordance with Section [4-E-1](#). Such expenses shall cease once the Pilot is no longer eligible for pay rate protection. However, should the Pilot again become eligible for pay rate protection to the same Category from the same bid award, these expenses shall resume immediately.

8-F-5-c A displaced Pilot who is activated in the Category of his displacement award shall be pay rate protected, on a pilot-for-pilot basis, if a junior Pilot displaced on the same displacement bulletin remains in the Category from which they are displaced.

8-F-6 Process of Activation

8-F-6-a Unless otherwise provided for in Section [8-F](#), a Pilot shall remain in his current assignment until his activation date in his awarded Category.

8-F-6-b If a Pilot's current assignment is a Category that has been completely phased-out as defined in Section [8-E-6-b](#), the Pilot must, on a Bid Period basis, choose to be available for either TDY or Section [20-H-6](#) assignments until he begins training for his new assignment but in no case for more than two (2) Bid Periods, unless extended by the Pilot as set forth in Section [8-F-6-b-\(3\)](#).

8-F-6-b-(1) TDY assignments are only available in Categories offered by the Company. At least one (1) Category must be offered for TDY if that option is elected by the Pilot.

8-F-6-b-(2) Pilots on a TDY assignment shall have all expenses and allowances, as provided in Section [4-E-1](#), discontinued during periods of unavailability. For purposes of Section [8](#), "periods of unavailability" do not include scheduled days off.

8-F-6-b-(3) If the Pilot has not begun training by the end of two (2) Bid Periods as set forth in Section [8-F-6-b](#), he shall be entitled to be released from work obligations and paid reserve guarantee until he starts training. Alternatively, he may choose to extend his TDY or Section [20-H-6](#) availability for up to two (2) additional Bid Periods. If the Pilot, however, causes a disruption in his training/advancement plan, as defined in Section [8-F-8-b](#), the Company may extend the TDY or Section [20-H-6](#) availability period for up to two (2) Bid Periods without his concurrence.

8-F-6-c If a Pilot's vacancy or displacement award requires training, that training may begin at any time, subject to the training notification requirements of Section [9](#). However, for displacement awards, the Pilot may not be activated any earlier than fifteen (15) days prior to the effective date of the displacement listed in the displacement bulletin, unless the Pilot agrees otherwise.

8-F-6-d For lateral awards, activation must occur at the beginning of a Bid Period, unless the Pilot agrees otherwise.

8-F-6-e Should a Pilot with an un-activated award receive a subsequent award with a later effective date, the Company at its discretion may elect to activate the first award prior to activating the subsequent award.

8-F-7 Changes In Pay

8-F-7-a When a Pilot has a vacancy or displacement award to a higher pay rate (based upon the blended rate, if applicable, of the Category), he shall be paid the new rate upon the earliest of:

8-F-7-a-(1) His activation date; or

8-F-7-a-(2) If displaced, his date of displacement as published in the displacement bulletin issued under Section [8-E-3](#); or

8-F-7-a-(3) The first day of the second Bid Period following the Bid Period that contains his vacancy award effective date. For example, if his vacancy award effective date is January 10th, he shall be paid the new rate beginning on the first day of the March Bid Period; or

8-F-7-a-(4) The date he begins receiving pay rate protection, in accordance with the provisions of Section [8-F-5](#).

8-F-7-b When a Pilot has a vacancy or displacement award to a lower pay rate (based upon the blended rate, if applicable, of the Category), he shall be paid at the current rate until the later of:

8-F-7-b-(1) His activation date; or

8-F-7-b-(2) The bulletin effective date; or

8-F-7-b-(3) The date he is no longer entitled to pay rate protection, in accordance with the provisions of Section [8-F-5](#).

8-F-8 Pay Protection Cessation

8-F-8-a The provisions of Sections [8-F-5-a](#), [8-F-5-c](#), and [8-F-7](#), shall only apply to a Pilot's most recent award, and except for a Pilot receiving pay rate protection under Section [8-F-7-b-\(2\)](#), such protection shall cease upon any subsequent award. However, a Pilot pay rate protected under Section [8-F-5-a](#) under conditions (2) or (3) shall have his protection cease upon activation to any subsequent award, provided that he was actually receiving pay protection when he received that subsequent award.

8-F-8-b When a Pilot causes a disruption to his training schedule or advancement, the provisions of Sections [8-F-5-a](#), [8-F-5-c](#), and [8-F-7](#), if applicable, shall not apply to his existing un-activated award. In such cases, the Pilot shall be paid the higher pay rate upon his activation date or be paid the lower pay rate upon the vacancy award effective date or date of displacement, as applicable. For purposes of this Section [8-F-8](#), "disruption" is defined as a Pilot who fails to report to training, who delays his training due to vacation, sick leave or leave of absence, or who requests and receives a delayed training assignment.

8-F-8-c Notwithstanding Section [8-F-8-b](#), a Pilot who causes a disruption to his training schedule or activation shall again be eligible for the provisions of Sections [8-F-5-a](#), [8-F-5-c](#), and [8-F-7](#) (if applicable) upon:

(1) the earlier of the start of training or activation, or forty-five (45) days after return from the disruption, in the case of a single disruption, or

(2) forty-five (45) days after return from the disruption, in the case of more than one (1) disruption.

8-F-8-d Pilot-for-pilot entitlements lost under this Section [8-F-8](#) are not transferable to another Pilot.

8-F-9 If a Pilot has not started training by the sixtieth (60th) day after the effective date specified in the bulletin advertising the vacancy the Pilot may exercise displacement rights, bid any vacancy, or continue to be pay rate protected in accordance with Section [8](#). The Pilot must express their intent to exercise rights contained in this Section [8-F-9](#) no later than the forty-fifth (45th) day after the effective date specified in the bulletin advertising the vacancy; if the Pilot does not exercise rights contained in this Section [8-F-9](#) they shall be considered displaced into their awarded Category if they do not start training by the sixtieth (60th) day after the effective date specified in the vacancy bulletin.

8-F-9-a A Pilot who bids or displaces into another Category shall continue to receive any pay rate protection for which he has previously qualified until his activation into that new Category.

8-F-9-b The provisions of Section [8-F-9](#) shall apply to a Pilot's most recent vacancy award. However, the provisions shall also apply to any vacancy award for which the Company elects to apply Section [8-F-6-e](#).

8-F-9-c The time period specified in Section [8-F-9](#) shall be suspended during a disruption to a Pilot's training schedule as defined in Section [8-F-8-b](#). The suspension shall be equal to the length of the disruption (e.g., the period of unavailability) plus the lesser of (1) fourteen (14) days or (2) the number of days between the end of the disruption and the start or re-start of his training.

8-F-9-d For Pilots eligible for displacement as set forth in this Section [8-F-9](#), the effective date of such displacement shall be:

8-F-9-d-(1) The first day of the Bid Period that follows the Bid Period containing the date determined by Section [8-F-9](#), above, provided the Pilot notified the Company of his intent to displace at least twenty-one (21) days prior to that date. For example, if the date determined by Section [8-F-9](#) is January 30 [first day of February Bid Period] and the Pilot notifies the Company of his intent to displace by January 9, the effective date of the displacement will be March 2 [first day of March Bid Period]; or

8-F-9-d-(2) The first day of the second Bid Period that follows the Bid Period containing the date determined by Section [8-F-9](#) above, in all other cases.

8-F-9-e A Pilot may not withdraw or change any notification or election made in accordance with this Section [8-F-9](#) unless mutually agreed to by the Company. A notification or election to displace must include the Category to which the Pilot is displacing. If a Pilot notifies the Company of his intent to displace prior to the date determined by Section [8-F-9](#), above, and if his vacancy award is not projected to be cancelled or activated by such date, the Company may make the displacement award prior to such date and adjust the Pilot's training plan accordingly.

8-F-9-f A Pilot who elects to exercise displacement rights may displace into his most recent vacancy award.

8-F-10 A Pilot shall be released from work obligation and paid reserve guarantee if, after six (6) Bid Periods following the vacancy award effective date or date of displacement (as applicable), training (or activation in cases where training is not required) has not begun. However, the Pilot may elect, on a Bid Period basis, to continue receiving a schedule in his current Category. This six (6) Bid Period clock shall be suspended during a disruption to his training schedule as defined in Section [8-F-8-b](#).

8-F-11 A Pilot activated during a Bid Period shall have his compensation prorated as provided in Section [3](#).

8-F-12 New Hire Captain Vacancy Awards. New Hire Pilots awarded or assigned to fill a Captain vacancy in narrowbody fleet Categories (hereafter an "[8-F-12](#) Pilot") will be initially trained as a

First Officer on the Equipment and in the Base where the Captain vacancy is awarded (regardless of whether there are any First Officer vacancies in that Category), subject to the following:

8-F-12-a While flying as a First Officer pending training for their awarded Captain vacancy, such Pilot may elect to fly in a different Base, provided they have sufficient seniority to hold the Category and a vacancy exists in the Category. The Pilot will fill that vacancy as if they had been awarded the Category as a bid. The Pilot will return to the Captain Category originally awarded or assigned upon completion of Captain Training.

8-F-12-b Notwithstanding Section [8-F-12-a](#), a Pilot with a [8-F-12](#) Captain award or assignment can Base trade and/or be awarded a lateral Captain vacancy on the same Equipment.

8-F-12-c Prior to the displacement of any Captain on the same Category in accordance with Section [8-D](#) or cancellation of any Captain vacancy award on the same Category in accordance with Section [8-F-3](#), the Company shall cancel any award or assignment of a New Hire Pilot to a Captain vacancy on the same Category. If a New Hire Pilot's Captain vacancy is cancelled in accordance with this paragraph, the Pilot will be considered as staffed in the Category in which they are currently flying and not be subject to any bidding freeze.

8-F-12-d Within seven (7) days of a New Hire being awarded or assigned a Captain position, the Company will inform the Pilot whether they will be trained using the Section [9-K-1](#) or Section 8-I-1-(a) minimums. For any purpose where an effective date is utilized in the UPA, a New Hire Pilot will be provided an imputed effective date of the later of: 1) reaching the Section [9-K-1](#) or Section [8-I-1-\(a\)](#) minimums as applicable to the Company designation; or 2) the effective date associated with the Vacancy Bid that included their Captain vacancy. The imputed effective date does not need to be the same as the effective date of any particular vacancy award and [8-F-12](#) Pilots from the same new hire class can have different imputed effective dates. This Section [8-F-12-d](#) also applies to probationary Pilots awarded the Captain position in accordance with Section [8-I-1-b](#).

8-F-12-d-(1) If the Pilot does not start training within the sixty (60) days from the imputed effective date, they may request displacement rights to any Category they can hold no later than forty-five (45) days after the imputed date. The remaining provisions of Section [8-F-9](#) shall apply based on the imputed effective date.

8-F-12-d-(2) If the Pilot does not start training within six (6) Bid Periods of the imputed effective date, the Pilot shall be released from work obligation and paid guarantee. The remaining provisions of Section [8-F-10](#) shall apply based on the imputed effective date.

8-F-12-e An [8-F-12](#) New Hire Pilot will be paid at their awarded or assigned Captain rate starting upon reaching the Section [9-K-1](#) minimums.

8-F-12-f An [8-F-12](#) New Hire Pilot filling an unfilled Captain position will be eligible for all contractual benefits provided to first time Captains in accordance with Section [10-B-1](#).

8-F-12-g An Accelerated Pilot under Section [9-K](#) shall not be scheduled to start Captain training in a Bid Period earlier than any non-probationary Pilot starting Captain training on the same Equipment in the same Bid Period.

8-G Temporary Duty Assignments (TDY)

8-G-1 The Company shall provide a hotel room to any Pilot assigned a TDY for the duration of the TDY. For purposes of Section [8-G](#), a voluntary TDY begins one (1) day before the Pilot's first required day on duty and ends one (1) day after completion of his last Duty Period. Should the Pilot return to his home Base or residence during any period of days off, the Pilot shall inform the Company, and with his concurrence, the Company may cancel the hotel room at the TDY location. A Pilot who notifies the Company at least two (2) days prior to the date on which he wants to travel shall be entitled to NRPS round trip travel between the TDY assignment and his home.

8-G-2 A Pilot assigned a voluntary or involuntary TDY shall have all expenses and allowances, as provided in Section [4](#), discontinued during periods of unavailability or during days off at home.

8-G-3 Voluntary TDY Prior to Monthly Schedule Preferencing

8-G-3-a The Company shall advertise the number of TDY assignments it projects to award on a "From Category – To Category" basis.

8-G-3-b The Company shall first make TDY awards, in seniority order, to volunteers who are available for the full Bid Period (as defined in Section [20-D-1](#)). The Company may then make TDY awards, in seniority order, to any number of volunteers (including zero) who are not available for the full Bid Period, but who have a minimum of fifteen (15) days of availability.

8-G-3-c A Pilot awarded TDY prior to the opening of Monthly Schedule Preferencing shall preference and be awarded a schedule in his TDY Category, using his seniority.

8-G-4 Voluntary TDY After Monthly Schedule Preferencing

8-G-4-a Pilots may volunteer and be assigned TDY after closing of Monthly Schedule Preferencing. The order of award shall be that described in Section [8-G-3-b](#).

8-G-4-b A volunteer Pilot awarded TDY shall be assigned a reserve line at the TDY Base, taking into consideration any day off request he may have submitted. Reserve day off requests shall be granted provided a Pilot receives the minimum days off required in Section [5-E-5](#) and reserve coverage at the TDY Base is not adversely affected. Time permitting, such volunteer Pilots may also be assigned any move-up lines which their seniority would entitle them to under the provisions of Section [20](#).

8-G-4-c Lines of flying which are opened because the Pilots awarded such lines have been sent TDY, shall be covered by moving up a Reserve under the provisions of Section [20-D-1](#), however, no further move-ups shall be incurred. No move-up shall be performed if the TDY volunteer is a Reserve at his Base. Should a TDY assignment be terminated early, the volunteer shall return to his awarded line at his Base.

8-G-5 Involuntary TDY

8-G-5-a The Company shall solicit volunteers for TDY before involuntary assigning TDY.

8-G-5-b Selection of Pilots for involuntary TDY assignments shall be from Pilots functioning as Reserves in the Status and Equipment type needed for the TDY assignment. TDY assignments shall not reduce reserve coverage at a Base below required levels in any Status or Equipment type. Assignment of eligible Reserves for involuntary TDY shall be in inverse order of their seniority at the Base regardless of the reserve days off schedule.

8-G-5-c The length of a TDY assignment shall be measured by the number of full calendar days so assigned, including days spent in traveling to and from the TDY Base but exclusive of days required for any necessary qualification.

8-G-5-d A Pilot assigned TDY shall be entitled to return to his Base during scheduled days off and shall deadhead to and from his TDY location only on his scheduled reserve days, not on his scheduled days off. The provisions of Section [5-F-5](#) shall apply. Such a Pilot shall not be entitled to the expenses and allowances as provided in Section [4-E-1](#) while in his home Base during scheduled days off.

8-G-5-e A Reserve who has accumulated a total of thirty (30) days of involuntary TDY during the previous twelve (12) month period shall not be required to remain on involuntary TDY without his consent until all qualified Pilots on reserve duty in his Category have each accumulated thirty (30) days of involuntary TDY during the previous twelve (12) months. However, in no case shall a Pilot be assigned more than a total of forty-five (45) days of involuntary TDY in such twelve (12) month period without his consent.

8-G-5-f A Pilot may not be required to be on involuntary TDY for more than fifteen (15) consecutive days for any one such assignment, except that a Pilot may volunteer to remain on involuntary TDY; provided that if a Pilot is the only Reserve in his Category who will not have accumulated thirty (30) days of involuntary TDY at the conclusion of fifteen (15) day assignment, he may be required to remain on involuntary TDY in excess of fifteen (15) days.

8-G-5-g In the event a Reserve is to be assigned involuntary TDY for a period of ten (10) days or more, he shall be given notice of such assignment as far in advance as possible but in no case less than three (3) calendar days (seven (7) if such assignment commences subsequent to the tenth (10th) of the month) prior to the time he is required to depart from his home Base for the involuntary TDY assignment.

8-G-5-h A Pilot who is a Reserve when given a temporary assignment under the provisions of this Section [8-G](#) may be required to complete such temporary assignment regardless of any change in his status at his home Base.

8-G-5-i TDY Days Off

8-G-5-i-(1) Reserves assigned to TDY for fifteen (15) days or less shall be provided with one (1) day off in each seven (7) days during the period of TDY.

8-G-5-i-(2) A Pilot assigned to TDY for a period of eleven (11) to fifteen (15) days shall have his days off while on TDY scheduled so as to provide one (1) period of two (2) consecutive days off. If necessary, one (1) additional day off shall be granted for this purpose; however, such additional day off, above the requirement for one (1) day off in seven (7), shall be subtracted from the days off owed to the Pilot and shall not be restored as provided below.

8-G-5-i-(3) Those days off lost by the Pilot while on TDY shall be restored to the Pilot either immediately before or immediately after the period of TDY, at the option of the Company, notwithstanding the possibility that such days off may be restored in the Bid Period following the Bid Period in which the TDY assignment took place.

8-G-5-i-(4) In the event that it is necessary to restore days off to a Pilot during a Bid Period when he is a Lineholder such days off shall be restored on the first available days of scheduled duty; provided that Trip sequences shall not be split apart as a result of this application. Restoration of days off shall in all cases be deferred if such restoration would conflict with or cause rescheduling of training. If restoration of all lost days off cannot be completed within one (1) Bid Period following the Bid Period in which the TDY was assigned, the remaining day off owed shall be added to the Pilot's vacation. The day(s) off granted to fulfill the one (1) day off in seven (7) requirement during the period of TDY shall not be used to offset the number of scheduled days off lost during the TDY assignment.

8-G-5-i-(5) If involuntarily assigned to TDY for more than fifteen (15) days, the Pilot shall retain the days off schedule assigned to him at his Base. However, with Pilot concurrence, the Pilot's days off may be rescheduled.

8-G-6 Foreign TDY Assignments

8-G-6-a The Company may designate TDY assignments at Tokyo, Osaka, Sydney, Auckland, Frankfurt, Paris, London, and Dublin. Prior to the Company implementing any TDY assignments in the above locations or at any other mutually agreed to location, the Company and the Association shall meet to discuss any problems associated with the filling of the vacancies required for the TDY Base, adequate lodging, expenses, and any other relevant issues.

8-G-6-b TDY assignments shall be filled by a preferencing procedure at the Base(s) designated by the Company. The number of TDY assignments available from each domestic Base shall be posted prior to preferencing. Volunteers from any Base may be considered, should insufficient Pilots preference at the designated Base(s).

8-G-6-c TDY assignments shall be posted, preferenced and awarded prior to the posting of monthly lines of flying for domestic Bases. All Pilots assigned to a TDY Base shall preference monthly schedules for that temporary Base.

8-G-6-d Should there be insufficient bidders for the TDY assignment, Pilots shall be assigned in inverse order of seniority from those Pilots at the designated Base who have spent the fewest number of Bid Periods in TDY assignments in the last twelve (12) Bid Periods. Under this provision, no Pilot shall be involuntarily assigned to a TDY assignment more than two (2) Bid Periods in any twelve (12) consecutive Bid Periods, nor shall a Pilot be involuntarily assigned to a TDY assignment in consecutive Bid Periods without his concurrence.

8-G-6-e Pilots who have been awarded or involuntarily assigned a TDY assignment shall have the option to remain at the TDY assignment for an additional one (1) or two (2) Bid Periods if the assignment is still available.

8-G-6-f Pilots who indicate a desire to remain at the assignment for two (2) Bid Periods or more shall be entitled to:

8-G-6-f-(1) have his eligible pass riders, as defined under Company Travel Policy, accompany him to the assignment. Dependents of college age who have limited pass travel eligibility shall be eligible for pass travel under this Section [8-G-6](#);

8-G-6-f-(2) positive space transportation to and from the assignment for his eligible pass riders; and

8-G-6-f-(3) when the Pilot remains at a TDY assignment in excess of two (2) Bid Periods, the Company shall provide one (1) additional NRPS pass for a Pilot's eligible pass riders.

8-G-6-g Pilots who have been awarded a TDY assignment shall receive expenses as provided in Section [4](#).

8-G-6-h A Pilot shall be provided suitable hotel accommodations as specified in Section [4](#). Additionally, if a Pilot qualifies for a spouse and/or dependents to be at the TDY location and he does transport two (2) or more members of his family to the TDY location, he shall be provided, at a cost to him not to exceed the rate paid by the Company, an additional bedroom.

8-G-6-i The following provisions shall be applicable to Pilots assigned to Foreign TDY:

8-G-6-i-(1) Pilots volunteering for and being awarded a full Bid Period or Bid Periods of TDY must position themselves to fly the first Trip or to be available for the first reserve availability day in their TDY line.

8-G-6-i-(2) To accomplish this, Lineholders may have to travel to and from the TDY assignment outside of their TDY Bid Period on days that have previously been scheduled as vacation days and/or regular days off and Reserves may have to travel on their vacation days. Further, if a Lineholder has a Trip in the Bid Period prior to the initial TDY Bid Period that would prevent him from positioning himself for his first scheduled assignment in his TDY line, he shall have his prior Bid Period's line repaired in order to provide the necessary time. In that event, he shall be "pay protected" in that Bid Period if the repair would otherwise reduce his pay in that Bid Period. A Reserve who has days off in the prior Bid Period that would prevent him from traveling to and from the TDY assignment to be in position for his first TDY assignment shall have his days off moved so that the necessary travel day(s) shall be reserve work (available) days instead of days off, unless he volunteers to travel on his days off, in which case he shall have all such lost days off restored. Every reasonable effort shall be made to comply with the Reserve's request regarding the rescheduling of his reserve days off.

8-G-6-i-(3) The Pilot's travel to and from the TDY assignment shall be subject to the following:

8-G-6-i-(3)-(a) In order to travel to an initial Bid Period's TDY assignment, if the time is not already available in the Pilot's schedule, he shall be provided enough time so that he has the opportunity to schedule himself for 1) an off Duty Period between any duty at his domestic Base and the Departure time of his Flight from his Base to the TDY assignment equal to that required by Sections [5-E-3](#) and [5-F-3](#), 2) On-Line transportation from his Base to the TDY assignment and 3) at least eighteen (18) hours off between his scheduled Arrival at the TDY assignment and his first duty. In satisfying the requirements of this Section [8-G-6-i-\(3\)-\(a\)](#) and Section [8-G-6-i-\(3\)-\(b\)](#), below, the Pilot may be required to travel on a continuous multi-segment itinerary so long as the en route time of these flights is not scheduled to exceed eighteen and one-half (18.5) hours. If the Pilot schedules himself to arrive at the TDY assignment on a flight that

would provide at least eighteen (18) hours off; then, in the Actual Operation, sixteen (16) hours off shall be the applicable minimum.

8-G-6-i-(3)-(b) If the time is not already available in the Pilot's schedule to travel to his home Base from the final Bid Period of the TDY assignment, he shall have his following Bid Period's schedule modified under the month-end conflict provisions of Section [20-E](#) in order to have enough time to schedule himself for (1) an Off-Duty Period between his last TDY flight assignment and the start of his travel to his home domicile equal to that required by Section [5-E-3](#), (2) On-Line transportation to his domicile from the TDY assignment and 3) at least thirty-six (36) hours off between his scheduled Arrival at his Base and his first duty at his Base. If the Pilot has scheduled himself to arrive at his Base on a flight that is scheduled to provide him with at least thirty-six (36) hours off, twenty-four (24) hours off shall be the minimum requirement in the Actual Operation prior to any assignment at his home Base.

8-G-6-i-(3)-(c) It is understood that Section [8-G-6-i-\(3\)-\(a\)](#) and Section [8-G-6-i-\(3\)-\(b\)](#), when applied in conjunction with the Company's current passenger timetable, shall produce a schedule of Off-Duty Periods and flight itineraries which may not reflect the actual arrangements that the Pilot elects to use; nonetheless these rests and flight itineraries shall be used (1) to determine what, if any, adjustments are required to the Pilot's line or reserve days off in the Bid Periods adjoining his TDY assignment and (2) to determine how many, if any, vacation days or regular days off need to be restored under Section [8-G-6-i-\(4\)](#). In determining the number of days lost due to positioning, the Departure time of the flight established in Section [8-G-6-i-\(3\)-\(a\)](#), and the Arrival time of the flight established in Section [8-G-6-i-\(3\)-\(b\)](#), shall be used to define which days have been lost.

8-G-6-i-(3)-(d) It is further understood that each Pilot is required to make his own travel arrangements and is free to travel during any time that is available to him without impacting his schedule, after any adjustments that are required above. If the Pilot chooses to travel from or return to a U.S. point other than his Base, he shall be responsible for his own domestic transportation to and from the gateway city.

8-G-6-i-(3)-(e) The Pilot shall be entitled to expense reimbursement for the period of TDY under Section [4](#), and for the travel time necessary between the Pilot's Base and the TDY assignment and any required en route stopover during positioning travel between his Base and the TDY assignment. Further, if the Pilot actually arrives at the TDY assignment early, the Company shall reimburse expenses for up to two (2) calendar days prior to his first flight assignment or from the first day of the TDY Bid Period, whichever is earlier.

8-G-6-i-(4) Restoration of days off and vacation days lost due to positioning shall be subject to the following:

8-G-6-i-(4)-(a) Should the Pilot lose a vacation day or days outside his TDY period as a result of positioning himself, the Company shall restore the lost vacation day(s) to the Pilot.

8-G-6-i-(4)-(b) If a Lineholder loses no more than one (1) day off outside the TDY Bid Period due to outbound positioning and/or one day off outside the TDY Bid Period due to return positioning, there shall be no restoration of that (those) lost day(s) off. Any additional days off lost due to positioning shall be restored to the Pilot, as described below.

8-G-6-i-(4)-(c) Lost vacation and regular days off shall be available for bidding in the monthly vacation bidding process as outlined in Section [11-F-7](#).

8-G-6-i-(4)-(d) If a Pilot volunteers for the TDY assignment for two (2) or more consecutive Bid Periods, restoration of any lost vacation days or regular days off shall be provided only for those days necessarily lost as a result of positioning immediately prior to the first Bid Period of the TDY period and immediately subsequent to the last Bid Period of the TDY period.

8-G-6-i-(4)-(e) The Pilot shall be required to advise the Company within forty-eight (48) hours of the publication of any schedule which generates days owed if he has a preference regarding when those days owed shall be restored.

8-G-6-i-(5) Pilots who are involuntarily assigned to a TDY assignment shall not be required to position themselves on either regular days off or on vacation days outside of the Bid Period of the TDY, but may do so voluntarily. If they lose vacation days or days off as a result of volunteering, they shall be entitled to schedule adjustments and/or to restoration of lost days as provided above for volunteers.

8-G-6-i-(6) Should a Pilot incur any foreign income tax liability as a result of an involuntary TDY assignment, that liability shall be assumed by the Company.

8-H Opening a Category or Closing a Base

8-H-1 In the event the Company desires to open a new Category or close a Base, the Master Executive Council Chairman shall be advised by the Company and shall be afforded the opportunity to consult with and make recommendations to the Company regarding staffing of the new Category or closing of the Base.

8-H-2 New Category

8-H-2-a A new Category shall not open until Lineholder schedules can be constructed during Monthly Schedule Preferencing using a Line Credit range in accordance with Section [5-B-1-b](#). If revenue flying begins in a Bid Period before that requirement is met, such revenue flying may be assigned to Pilots in the Category who have selected the "Section [20-H-6](#) assignments" option, in accordance with Section [8-H-2-b](#).

8-H-2-a-(1) This limitation shall not apply to the first Category of a new Equipment type.

8-H-2-b A Pilot who has completed training and is waiting for a new Category to open shall be available for either TDY or Section [20-H-6](#) assignments, at his option, for a period of up to two (2) Bid Periods following the Bid Period he completes training or until the new Category opens, whichever is less. The Pilot must choose either option on a Bid Period basis.

8-H-2-b-(1) TDY assignments are only available in Categories designated by the Company, and at least one (1) Category must be offered for TDY.

8-H-2-b-(2) If the Category has not opened after two (2) Bid Periods, a Pilot shall be entitled to be released from work obligations and paid reserve guarantee until the Category opens. Alternatively, he may choose to extend his TDY or Section [20-H-6](#) availability for up to two (2) additional Bid Periods.

8-H-2-c Notwithstanding Section [8-H-2-b](#), if a Pilot has completed training on a “new” Equipment type as defined in Section [8-C-7](#), at its option the Company may re-qualify and staff the Pilot into his previous Category, provided that:

8-H-2-c-(1) If his assignment on the “new” Equipment type has a higher rate of pay than of his previous Category, he shall receive that higher rate of pay when returning to his previous Category, including for all training assignments. However, if the Pilot causes a disruption to such training, as defined in Section [8-F-8-b](#), he shall return to the lower rate of pay. This pay rate protection shall be restored in accordance with Section [8-F-8-c](#).

8-H-2-c-(2) When returning to his previous Equipment, and when subsequently returning to the “new” Equipment type, the Pilot shall receive the required requalification training and any additional training he deems necessary, but never less than maneuvers validation.

8-H-2-d A Pilot awarded a “new” Category shall be eligible for a paid move in accordance with Section [10](#) provided he changes Bases with the award.

8-H-3 Closing a Base

8-H-3-a In the event the Company desires to close a Base, the following procedures shall apply:

8-H-3-a-(1) The displacement process described in Section [8-E](#) above shall be utilized.

8-H-3-a-(2) A Pilot who bids and is awarded a vacancy out of the affected Base during the period commencing with the announced Base closing and ending with the Base closing effective date, shall be entitled to a paid move pursuant to Section [10](#) and shall not be subject to any freeze described in Section [8-D](#).

8-H-3-a-(3) In lieu of the transportation benefits set forth in Section [10](#), an affected Pilot shall be allowed NRPS transportation between his former Base and his new Base until such time that he moves his residence to the new location not to exceed one (1) year after the effective date of the Base closing. In addition, if such Pilot has not moved his residence to the new location within one (1) year, he shall be allowed the highest priority NRSA transportation until he moves, not to exceed an additional one (1) year.

8-I Miscellaneous

8-I-1 In order to displace, be awarded or assigned (as a new hire Pilot) into Captain Categories, a Pilot must have met the basic prerequisite piloting requirements for Air Line Transport Pilot Certificate, including successful completion of the ATP written examination and notification to the Company of such completion, the requirements of FAR 121.436 and either:

8-I-1-a Have at least five hundred (500) hours of Flight Time at United Airlines and have completed the period of probation, in accordance with Section [6-C](#), or

8-I-1-b Have less than five hundred (500) hours of Flight Time at United Airlines or have not completed the period of probation. After the criteria in 8-D-6 are satisfied, such Pilots will be subject to Section [9-K](#); in addition, New Hire and Probationary Pilots will be subject to Section [8-F-12](#).

8-I-2 In the event a Pilot is awarded or displaces into a new Category and fails to satisfactorily complete the training required to qualify him for the new Category, or fails to qualify on his new Category after completing the training required, he shall be considered as not having vacated his previous assignment, and if his previous assignment no longer exists, he shall have displacement rights in accordance with Section [8-E](#) unless action has been taken by the Company under Section [6-A-2](#).

8-I-3 When a First Officer who has been out of Active Service for thirty-six (36) months or more returns to a Captain assignment, the Company may require him to serve as First Officer in the Base and Equipment type of his Captain assignment for the remainder of the Bid Period in which he was activated into his Captain assignment and the three (3) Bid Periods thereafter. When a Captain who has been out of Active Service for thirty-six (36) months or more returns to a Captain assignment, the Company may offer him the opportunity to serve as First Officer in the Base and Equipment type of his Captain assignment for the remainder of the Bid Period in which he was activated into his Captain assignment and the three (3) Bid Periods thereafter. During this time, under either circumstance, the Pilot shall receive the rate of pay of his Captain assignment.

8-I-4 Base Trades

Active Pilots, except for full-time Instructors/Evaluators, in the same Equipment type and Status may trade Bases. A Pilot with an un-activated assignment may only trade his most recently awarded Category. The following provisions shall also apply:

8-I-4-a Bidding for Base trades will be open for a period of ten (10) days, once per Bid Period. When the bid window closes, Base trades, if any, shall be awarded to the most senior Pilot who satisfies the trade request in accordance with the following restrictions:

8-I-4-a-(1) A Pilot who receives a lateral vacancy award is not eligible to receive a Base trade award back to the Category the Pilot lateraled out of (regardless of the Category the Pilot currently holds) for six (6) Bid Periods after the first Bid Period in which the Pilot was activated in a Category subsequent to the Pilot's lateral vacancy award.

8-I-4-a-(1)-(a) For example, if a EWR 737 CA is awarded SFO 737 CA and is activated in the February Bid Period, the Pilot is not eligible to receive a Base trade award back to EWR 737 CA until the Base trade award process conducted in the June Bid Period, since the default activation date of that Base trade is the August Bid Period.

8-I-4-a-(1)-(b) For example, if a EWR 737 CA is awarded SFO 737 CA, Base trades to LAX 737 CA before being activated at SFO 737 CA, and is activated at LAX 737 CA in the April Bid Period, the Pilot is not eligible to receive a Base trade award back to EWR 737

CA until the Base trade award process conducted in the August Bid Period, since the default activation date of that Base trade is the October Bid Period.

8-I-4-a-(2) A Pilot is prohibited from participating in a Base trade to a Category in which no Pilot junior to the Pilot holds an award. This prohibition shall not apply to a Base trade to a Category that had unfilled vacancies in the most recent vacancy award (regardless of how long ago the vacancy award occurred, or whether those unfilled vacancies have been cancelled in accordance with Section [8-F-3-c](#), or assigned to new-hire Pilots).

8-I-4-b The provisions of Section [11-F-4](#) apply to Base trades.

8-I-4-c Without Company concurrence on an earlier date, the activation date of the Base trade shall be the start of the second Bid Period following the Bid Period in which the Base trade is finalized. In addition, if a Pilot is trading an un-activated assignment, without Company concurrence on an earlier date, the activation date of the Base trade shall be the start of the Bid Period on or after the Pilot's assignment activation date, as projected at the time training begins.

8-I-4-d A Pilot participating in a Base trade shall not be eligible for a paid move as provided in Section [10](#) based solely on the trade.

8-I-4-e Pilots executing a Base trade shall receive no new entitlements as a result of the Base trade; e.g., transfer days, relocation passes.

8-I-4-f A Base trade will trigger the pro-rata repayment requirement in Section [10-B-2-a](#) (Career Moves). However, if the Pilot's residence, as a result of the career move, is within 200 miles of any airport serving his new Base, then the repayment will not be triggered.

8-I-4-g Entitlements that have neither expired nor been executed will stay with the Pilot when making a Base trade, except that the Pilot will lose the entitlements if the Base trade results in the Pilot being returned to his original Base. No timelines or deadlines will be reset as a result of the Base trade. Examples of such entitlements include transfer days, commuter passes, and paid moves.

8-I-4-h Base trades involving Guam shall be subject to the following:

8-I-4-h-(1) A Base trade to Guam will not create new LOA 12-01 entitlements. However, Guam entitlements that have neither expired nor been executed may be passed on as part of a Base trade. If the Pilot trading from Guam is required by Paragraph H-2 to repay a paid move, the Pilot trading to Guam shall receive a Paragraph H-2 paid move entitlement. If the Pilot trading from Guam executes any part of his Paragraph H-3 entitlement, no Paragraph H-3 entitlement shall be available to the Pilot trading to Guam. Except for Paragraph H-3, a Pilot trading from Guam shall lose all LOA 12-01 entitlements.

8-I-4-h-(2) A senior Pilot shall be allowed to replace the Pilot trading from Guam only if he has equal or greater entitlements to pass on.

8-I-5 The daily projections of the bid awards for each business day a vacancy or displacement bulletin is open shall be available online. Each daily projection shall be processed using actual bids available at the time the projection is processed.

8-I-6 Although the Company makes the final decision on allocation of flying issues, the Company also recognizes its responsibility to give the Association the opportunity to provide meaningful input on issues involving opening new or closing existing Bases or Categories, and changing the size of Bases in accordance with the standards agreed upon by the parties. The following protocol establishes the rights and obligations of each party with respect to this process.

8-I-6-a When the need for a decision on an allocation of flying issue is identified, the Managing Director of Flight Ops Crew Resources (“the Director”) has the responsibility to give the Association notice that it shall be given the opportunity to be consulted and to make recommendations prior to the time the Company makes its decision. The Director shall give this notice by issuing to the SSC a Notice of Proposed Decision Making (“NPDM”). The Director has a good faith responsibility to issue the NPDM as soon as he perceives a need to make a reallocation decision to allow the Association as much time as possible to respond.

8-I-6-b The NPDM shall contain:

8-I-6-b-(1) a statement of the issue the Company needs to decide;

8-I-6-b-(2) an estimate of the time frame within which the Company must make a decision;

8-I-6-b-(3) specific information, if any, the Company may require from the Association;
and

8-I-6-b-(4) the date by which the Association’s recommendations are required to be submitted to the Director.

8-I-6-c The SSC shall respond to the NPDM as quickly as possible given the timeframe within which a decision must be made. The response to the Director shall indicate the following:

8-I-6-c-(1) whether the SSC wishes to be consulted and given the opportunity to make a recommendation on the issue, and if it does, its initial impression about how and when it wants to address the issue, such as by conference call, at an immediate meeting or at the next SSC meeting;

8-I-6-c-(2) any preliminary information it desires for its preparation and evaluation of the issue prior to discussions with the Company; and

8-I-6-c-(3) an initial estimate of the time period the SSC believes shall be required before it can make recommendations.

8-I-6-d The Director shall provide all requested pertinent information in accordance with Section [20-E-2](#). If the Director is unable to provide the requested information, the Director shall inform the Association of the reasons therefore.

8-I-6-e When the Company and the Association discuss the issue, they shall endeavor to identify the options available to them at each stage of the decision-making process and whether additional information or time is required to evaluate the options. The Company and the Association shall consider, evaluate and apply the human, contractual and economic factors applicable to allocation of flying issues as appropriate to each stage of the decision-making process. When the SSC is satisfied that the Company and the Association have fully explored their reasonable options, the SSC shall advise the Director when the SSC shall be able

to make its recommendations to the Company. The SSC acknowledges that its recommendations must be submitted within the Company's time frame for decision.

8-I-6-f The SSC shall submit its recommendation(s) in writing to the Director within the time limits specified in the NPDM, unless the Company and the Association have mutually agreed to a different deadline.

8-I-6-g If the SSC is unable to comply with the time limits, it may request additional time from the Director. The Director shall advise the SSC whether additional time can be granted, and if not, the reasons therefore. If additional time cannot be granted, the Director shall advise the SSC when the decision will be made and when it will be announced.

8-I-6-h Before making his decision, the Director shall consider and evaluate the recommendations made by the SSC, if any, and shall communicate in writing to the SSC the reasons for accepting or rejecting their recommendations.

8-I-6-i The SSC and the Director shall provide feedback to each other on how well the consultative process worked on each issue covered by a NPDM and the improvements, if any, which they believe should be made to the process before the next NPDM is issued.

Section 9 - Training

9-A Classifications

The provisions of this Section [9](#) shall apply to all mandatory Pilot training. They do not apply to voluntary training or to maintenance of landing currency.

9-B Assignment to Training

9-B-1 For initial training, transition training, Captain Development Course, and requalification training of any length, and for all other training of five (5) days or more excluding recurrent training and training covered under Section [9-J](#), a Pilot shall be notified as far in advance as possible but in no case less than fourteen (14) days prior to being scheduled to receive such training. If the Pilot waives the notification requirement and he does not have a scheduled calendar day off between the time of notification and the time he is required to travel to training, he shall be provided with a calendar day off within seven (7) days from the time he is required to travel to training.

9-B-1-a Notwithstanding the above, the following Pilots shall require no less than seven (7) days of notice: (1) a Pilot assigned to requalification training for the same Equipment and Status as the Pilot's most recent qualification; and (2) a Pilot assigned to consolidation requalification training.

9-B-1-b If a Pilot is given a new training assignment of five (5) days or more after Section [20-F-4](#) is applied to a previous training assignment, and if the new training assignment starts later than the previous training assignment, then the notification requirements of this Section [9-B-1](#) shall not apply; however, the Pilot shall be given a reasonable amount of notice. This paragraph shall apply only if the previous training assignment and the new training assignment are for the same Equipment and Status.

9-B-2 Training not covered in Section [9-B-1](#), [9-B-3](#) or [9-J](#) shall be assigned after Monthly Schedule Preferencing is completed but no later than nine (9) days thereafter. However, such training may be assigned before Monthly Schedule Preferencing, provided a reasonable selection of training days exists and Pilots are allowed to preference such training days, or with Pilot concurrence if the selection of training days is more limited. If necessary to prevent issues from arising during Monthly Schedule Preferencing, the SSC may limit the volume of awards requiring Pilot concurrence.

9-B-3 For recurrent training the following shall apply:

9-B-3-a Recurrent Training Preferencing

9-B-3-a-(1) Recurrent training shall be preferenced using a criteria-based preferential bidding system. Training unit changes may be made until twenty-four (24) hours prior to the time that bidding for Recurrent Training Preferencing closes. After that point, training unit changes shall be held until after recurrent training has been awarded. Awards shall be published no later than 1200 CT the day prior to the start of Monthly Schedule Preferencing; the SSC may waive this requirement.

9-B-3-a-(1)-(a) At its discretion, but only when recurrent training assignments are awarded via an 'optimized' scheduling solution, the Company may implement an awarding rule such that a Pilot can be awarded a unit requiring a travel day only if a Pilot junior to him in the same Base would otherwise be awarded a unit requiring a travel day. In other words, if an 'optimized' scheduling solution includes units requiring travel days at a particular Base, then such units will be awarded by seniority preference at the Base.

9-B-3-a-(1)-(b) Example: Unit A requires a travel day for EWR-based Pilots but not for ORD-based Pilots, and Units B and C do not require a travel day for EWR-based or ORD-based Pilots. Three Pilots, one from ORD and two from EWR, require an award. An optimized scheduling solution may require the ORD-based Pilot to be awarded Unit A, regardless of seniority.

9-B-3-a-(1)-(c) Example: Units A and B require a travel day for EWR-based Pilots but not for ORD-based Pilots, and Unit C does not require a travel day for EWR-based or ORD-based Pilots. Three Pilots, one from ORD and two from EWR, require an award. An optimized scheduling solution may deny a senior ORD-based Pilot's bid for Unit C in order to minimize the number of travel days awarded to EWR-based Pilots. Seniority preferencing among EWR-based Pilots will determine which EWR-based Pilot is awarded Unit C.

9-B-3-a-(2) The Company may exclude the following Pilots from recurrent training preferencing:

9-B-3-a-(2)-(a) a Pilot whose projected initial, transition or requalification training start date is within thirty (30) days of the end of the Pilot's grace month.

9-B-3-a-(2)-(b) a Pilot who is in a Category subject to Section [8-E-6-b](#).

9-B-3-a-(2)-(c) a Pilot who is projected to transition from line Pilot status within thirty (30) days of the end of the Pilot's grace month (e.g., due to retirement, furlough, planned leave or absence, transfer to MGT or I/E, etc.).

9-B-3-a-(2)-(d) any Pilot, with SSC concurrence.

9-B-3-a-(3) Pilots who are beyond their grace month shall be awarded the earliest available training, in seniority order.

9-B-3-a-(4) If training vacancies remain, Pilots shall become eligible for a training award in the following order, until the number of eligible Pilots equals the number of remaining training vacancies:

9-B-3-a-(4)-(a) Pilots in their grace month, in seniority order. A Pilot in his base month who is unavailable for the entire next Bid Period may be treated as if it is his grace month.

9-B-3-a-(4)-(b) Pilots in their base month, in seniority order.

9-B-3-a-(4)-(c) Pilots in their early month who are requesting such training, in seniority order.

9-B-3-a-(4)-(d) Pilots in their early month who are not requesting such training, in inverse seniority order.

9-B-3-a-(5) Training vacancies shall be awarded to eligible Pilots in seniority order, subject to FAR and contractual limitations, including the requirement for all eligible Pilots to receive a legal award.

9-B-3-a-(5)-(a) Example: Unit A has an earlier-than-0700 evaluation event for some Bases, while Unit B does not (see Section [9-F-8](#)). In order for all eligible Pilots to receive a legal award, a senior Pilot who is legal for Unit A may be denied Unit B in order to award Unit B to a junior Pilot who is illegal for Unit A.

9-B-3-a-(6) A Pilot whose bid produces an award that requires his concurrence (see Sections [9-F-5](#) and [9-F-8](#) for example) is deemed to have offered his concurrence via a bid on a particular day.

9-B-3-b If not awarded during recurrent training preferencing, recurrent training may only be assigned as follows:

9-B-3-b-(1) If assigned in his early month, Pilot concurrence is required.

9-B-3-b-(2) If assigned in his base or grace month, Pilot concurrence is required if the assignment is made before Monthly Schedule Preferencing is completed but is not required if made after.

9-B-3-b-(3) Within forty-eight (48) hours after Monthly Schedule Preferencing is completed for all Pilots, a Pilot eligible for recurrent training may designate seven (7) consecutive days that he shall not be available to be assigned recurrent training, including travel. The Company may deny the Pilot's designation if it would result in the Pilot losing his qualification.

9-B-3-c If, prior to reporting for such training (including travel to training when travel is required), a Pilot is removed from recurrent training awarded in recurrent training preferencing, and if his replacement recurrent training is not awarded in a subsequent recurrent training preferencing award, the following shall apply:

9-B-3-c-(1) A Pilot may be assigned replacement recurrent training, except as provided in Section [9-B-3-c-\(2\)-\(b\)](#). If the original recurrent training is removed after Monthly Schedule Preferencing is completed, the Pilot may designate three (3) consecutive days that he shall be unavailable to be assigned replacement recurrent training, including travel. This designation must be made within forty-eight (48) hours after being notified of the removal of training.

9-B-3-c-(2) If the Company initiates the removal from recurrent training, then:

9-B-3-c-(2)-(a) In his early month or base month, Pilot concurrence is required prior to assignment of replacement recurrent training.

9-B-3-c-(2)-(b) In his grace month or beyond his grace month, a Pilot can be assigned replacement recurrent training only after Monthly Schedule Preferencing for the month is completed. In addition, provided the Pilot did not cause a previous removal

from recurrent training, the replacement recurrent training, including travel, must occur on scheduled work days, unless the Pilot concurs otherwise. If the Pilot did cause a previous removal from recurrent training and if the replacement recurrent training is being assigned in his grace month, he may, within forty-eight (48) hours after being notified of the removal of training or within forty-eight (48) hours after Monthly Schedule Preferencing is completed for all Pilots, whichever is later, designate one (1) period of his assigned days off that he shall be unavailable to be assigned replacement recurrent training, including travel.

9-B-3-c-(2)-(c) Notwithstanding Section [9-B-3-c-\(2\)-\(b\)](#), if the Pilot is removed from recurrent training beyond his grace month, he may be assigned replacement recurrent training beyond his grace month on awarded days off or days of work (including pre-loaded NQ days).

9-B-3-c-(3) This Section [9-B-3-c](#) shall apply and a Pilot shall be considered as having been “removed from training” if the starting time of a recurrent training footprint is moved earlier, or if, prior to reporting for such training (including travel to training when travel is required), the ending time (including travel from training when travel is required) is moved more than twenty-four (24) hours later. The Pilot may agree that the modified training footprint is his replacement recurrent training, in which case Section [9-C-3](#) shall only apply with Company concurrence.

9-B-3-d A Pilot shall be notified at least fifteen (15) days prior to the initial date they are scheduled for a recurrent training assignment, unless he agrees otherwise. However, if the recurrent training assignment occurs past the Pilot’s grace month, they shall be notified at least seven (7) days prior to such initial date. The Pilot shall be provided reasonable notice prior to a rescheduled recurrent training assignment.

9-B-4 Without his concurrence, a Pilot shall not be assigned to training in the days off before and after vacation days included in Monthly Schedule Preferencing. Vacation days moved in accordance with Section [11-F-3-a](#) are no longer protected by this provision. This Section [9-B-4](#) does not apply to training included in Monthly Schedule Preferencing.

9-C Schedule Considerations

9-C-1 Training Included in Monthly Schedule Preferencing

9-C-1-a A Pilot with a training assignment covered under Section [9-B-1](#) shall have prorated days off outside the training, according to Section [5-E-4-b](#) for Lineholders and Section [5-E-4-b](#) for Reserves.

9-C-1-b A Pilot with a training assignment covered under Sections [9-B-2](#) or [9-B-3](#) shall not have prorated days off outside the training; that is, such training shall not be considered an absence or activity for purposes of Section [5-E-4-b](#) for Lineholders and Section [5-E-4-b](#) for Reserves.

9-C-2 Training Not Included in Monthly Schedule Preferencing

9-C-2-a A Pilot with a training assignment covered under Section [9-B-1](#) shall not have prorated days off outside the training and the minimum day off requirements of Section [5](#) shall not

apply when the assignment is entered on his calendar; that is, there shall not be an adjustment to his days off due to the training assignment.

9-C-2-b A Pilot with a training assignment covered under Sections [9-B-2](#) or [9-B-3](#) shall not have prorated days off outside the training and the minimum day off requirements of Section [5](#) shall apply.

9-C-2-c If a Lineholder is assigned training that results in a Trip or Trips being dropped, the following shall apply to each Trip being dropped:

9-C-2-c-(1) If at least one (1) day on which a dropped Trip is scheduled to operate overlaps a day included in the training assignment, the Pilot shall have no obligation to the Company on Trip days that do not overlap the training assignment. If the assigned training overlaps an AV period, the AV period shall be treated as if it were a dropped Trip.

9-C-2-c-(2) If no days on which a dropped Trip is scheduled to operate overlap the days included in the training assignment but the Trip is dropped as part of a schedule repair, the repair shall be made and the Company may require the Pilot to be available on those days, in accordance with Section [20-F-1](#).

9-C-2-d Lineholder Lost Days Off

9-C-2-d-(1) If a Lineholder has a reduction in days off, as measured at the time the training assignment was entered on his schedule (but after a schedule repair is made, if any, in accordance with Section [9-C-2-c-\(2\)](#)), they shall receive five and one-quarter hours (5:15) Add Pay for each lost day off. Days off include days on which a Pilot has no obligation to the Company, in accordance with Section [9-C-2-c-\(1\)](#) and, if the Company does not require the Pilot to be available, with Section [9-C-2-c-\(2\)](#).

9-C-2-d-(2) If the training requires more time to complete than scheduled, any additional day(s) shall be included in the calculation of Section [9-C-2-c-\(2\)](#), except that if the additional day(s) is because the Pilot fails the training, such additional day(s) shall not be included in the calculation.

9-C-3 Add Pay for Delays In Recurrent Training

9-C-3-a If the footprint (including travel from training when travel is required) of a Pilot's recurrent training assignment is scheduled/planned to end later than the original footprint, he shall receive two (2) hours of Add Pay if he is scheduled/planned to return to his Base on the same day as originally scheduled or four (4) hours of Add Pay if he is scheduled/planned to return to his Base on a subsequent day. To receive this Add Pay, a Pilot may be required to notify his Flight Office.

9-C-3-b This Section [9-C-3](#) shall not apply at the time of assignment of replacement recurrent training under Section [9-B-3-c](#), but it shall apply to replacement recurrent training after that time.

9-C-4 Among Pilots scheduled to start long training in the same Status and Equipment in the same Bid Period, Pilots may bid for different training "shells", defined as preconstructed training schedules that include the training start date, work and day off patterns, and report times. This shall not apply to Pilots beginning training in the Bid Period immediately following the Bid Period

in which the vacancy or displacement was awarded (e.g., the March Bid Period following an award made in the February Bid Period). Awards of training “shells” shall be made first to Pilots entering Captain training and the award of a Pilot entering First Officer training may be denied if the award would result in a pairing otherwise prohibited by the Agreement.

9-D Transportation

9-D-1 A Pilot assigned to training shall be provided On-Line positive space transportation for all travel in connection with the training assignment or as authorized by the Company. The Pilot may use the positive space transportation to travel to and from his primary residence and the training location; for duty, off-duty and other training requirements, such Pilot shall be treated as if the travel is to or from his Base. For Pilots who are assigned training away from their Base, the travel shall be considered part of the training assignment. For a Pilot whose training assignment involves a Base change, all travel prior to the start of IOE shall be to his old Base. This Section [9-D-1](#) shall not apply to recurrent ground training or training covered under Section [9-J](#).

9-D-1-a A Pilot traveling to or from recurrent training shall be booked in First Class if available at the time of booking. If First Class is not available at the time of booking, the Pilot shall be booked in Business Class. If First Class and Business Class are not available at the time of booking, the Pilot shall be booked in Economy Plus (or Premium Economy, at Company discretion) with a priority order of aisle, then window, then middle seat.

9-D-1-a-(1) A Pilot whose travel is booked under this Section [9-D-1-a](#) shall not be required to travel in Economy Class if the seat is not an Economy Plus or Premium Economy seat except that:

9-D-1-a-(1)-(a) If the aircraft is not configured with Economy Plus seating, then premium Economy Class seating that has extra legroom shall satisfy a requirement to be seated in Economy Plus.

9-D-1-a-(1)-(b) If the aircraft is not configured with Economy Plus seating, premium Economy Class seating, Business Class or First Class, the Pilot may be seated in Economy Class even if the seat is not Economy Plus.

9-D-1-a-(2) In the event of an oversold situation (including an equipment substitution that results in fewer available premium seats), a Pilot will not be downgraded until after all passengers who received a free upgrade (that is, passengers who used neither dollars nor miles for the upgrade) are downgraded and after all pass riders who received an upgrade are downgraded. Then, downgrades will be made in inverse positive space priority (and in inverse boarding date order among Pilots having the same priority). Revenue passengers (whether using dollars or miles) will not be downgraded before the Pilot. In no case shall a Pilot be downgraded to accommodate a passenger who would receive a free upgrade. A downgraded Pilot shall have the choice of available seats.

9-D-1-b For travel associated with all other training and for travel under Section [9-D-2](#), a Pilot shall be booked in Economy Class and, if available at time of booking, shall be assigned a seat in Economy Plus with a priority order of aisle, window, middle seat.

9-D-2 At the option of the Pilot, On-Line positive space transportation shall be available for travel to and from his primary residence or Base on a Pilot's scheduled days off during training. It is the responsibility of the Pilot to be available for scheduled training periods.

9-D-3 When a Pilot is traveling to training from his Base on a Company-designated flight, the training Duty Period limitations of Section [9-F-3](#) shall include a fifteen (15) minute report time, except that if the Pilot is seated in First Class or if the Pilot fails to make his reservation by ninety-six (96) hours before scheduled flight Departure, such training Duty Period limitations shall not include such report time. In addition, when the training is located at the Denver Training Center, such Company-designated flights must allow for at least one (1) hour from the scheduled landing time to the scheduled start time of the training event. The fifteen (15) minute report time in this paragraph shall not apply to the minimum off-duty requirement in Section [9-F-10](#); instead, that minimum off-duty requirement is measured against the scheduled departure time of the Company-designated flight.

9-D-4 If in the application of Section [9-D-3](#) the Company awards a training Duty Period that requires First Class seating to comply with Section [9-F-3](#) and the Pilot receiving such award decides to deviate from the Company-designated flight, then that Pilot shall have authority to book in First Class on the deviated flight, provided that the deviated flight is from either the Pilot's Base or primary residence. If First Class is not available on the deviated flight at time of booking, the Pilot shall not be entitled to a report time.

9-D-5 A Pilot may deviate from their scheduled travel to or from training including days off during training. Any such deviation from a Pilot's travel to/from training shall be handled in the same manner as a Deadhead Deviation as provided in Section [5-D](#) and subject to the limitations therein.

9-E Expenses

9-E-1 The Company shall furnish suitable single lodging accommodations when required, and standard allowances as provided for in Section [4-A-1](#), from the time of Departure of the Company-designated flight from the Pilot's Base to the training assignment until the time of Arrival of the Company-designated flight from the training assignment to the Pilot's Base. Transportation shall be furnished between lodging and the training facility. If the Company cannot furnish lodging or transportation, reasonable actual expenses supported by receipts plus standard allowances shall be paid. If Company-furnished transportation is not available within thirty (30) minutes of the Pilot's arrival at the designated pick-up point, he may use other transportation. The Pilot shall be reimbursed for his actual and necessary transportation expenses. The Company shall reimburse actual and necessary personal laundry and cleaning expenses, when training away from the Pilot's Base is for more than five (5) consecutive days (as measured by the length of the training assignment, including travel days, if any). All expenses shall be claimed in accordance with Company expense reporting policy and must be submitted within fourteen (14) days after incurring the expenses.

9-E-2 When requested, the Company shall provide lodging accommodations the night before recurrent, initial, transition or requalification training. No additional duty time, pay or expenses shall be provided to a Pilot who utilizes this provision, and Pilots training at their Base are not eligible. The Company shall provide an electronic means for a Pilot to request such lodging before recurrent training.

9-E-3 A Pilot assigned to training at his Base or a Pilot who lives at his home while in training shall be paid at the rates set forth in Section [4-A-1](#) from the time he reports to the Training Center for training until he is released from the Training Center. He shall not receive such pay from the time he is released for days off during the training period, until reporting for training following a day off period.

9-E-4 A Pilot in initial, transition or requalification training at his Base may, at his option and in lieu of the lodging provisions herein, receive an allowance for transportation of fifteen dollars (\$15) per day for each day the Pilot is required to report for training. To receive the allowance, the Pilot must contact the Company and make the election at least two (2) days prior to scheduled hotel check-in (for example, if scheduled check-in is on Tuesday, election must be made by 2359 Sunday); this election, and the resulting cancellation of lodging, shall apply to, and only to, all days in the Pilot's training footprint in which he is required to report for training at his Base. Such allowance shall be claimed in accordance with Company expense reporting policy and must be submitted within fourteen (14) days after incurring the expenses.

9-E-5 A DEN-based Pilot shall be considered to be "training at his Base" when at the Denver Training Center.

9-F Training Schedules

9-F-1 To the extent known and projected, the training schedule shall be posted for the entire transition training period.

9-F-2 Except as provided in Section [9-F-3](#), a Pilot in training shall not be on duty for more than eight (8) hours exclusive of a one (1) hour meal break. A Pilot shall not be scheduled to exceed four (4) hours of actual simulator time per duty period. A Pilot scheduled in the simulator for a period in excess of two hours and thirty minutes (2:30) shall be permitted a short break for physiological needs.

9-F-3 A Pilot shall not be scheduled to exceed thirteen and one-half (13.5) hours on duty in a combination of training and traveling to or from the training location and shall not be required to exceed fourteen and one-half (14.5) hours; except that in the case of a delay in training, he may be required to exceed fourteen and one-half (14.5) hours to travel from training in order to avoid a schedule repair.

9-F-4 Formal classroom and crew training sessions (excluding crew training sessions designed as briefings immediately prior to simulator or flight deck procedure trainer periods) shall begin no earlier than 0700 and terminate no later than 2200.

9-F-5 The training periods in the flight simulator or flight deck procedures trainer, exclusive of brief and debrief, shall be conducted between the hours of 0600 and 2400 local time, which may be extended to 0200 when the scheduled training requirements in a particular Equipment type exceed the capabilities at the particular training center. The Company may only schedule a Pilot for training during the 2400 to 0200 time period without his concurrence if he cannot be scheduled to other available time slots. No evaluations shall be done during this extended training time without the concurrence of the Pilot.

9-F-6 A Pilot shall have no more than five (5) training days in any seven (7) consecutive days, and shall be scheduled for at least one (1) period of at least two (2) consecutive days off every two (2) weeks. For purposes of this Section [9-F-6](#), a travel day is neither a training day nor a day off. In addition, for training assignments that have prorated days off outside the training, the following shall apply: (-1-) if the training assignment involves exactly five (5) days of training, or of training and travel, the training assignment footprint must be six (6) days in length (that is, include one day off); and (-2-) if the training assignment involves exactly six (6) days of training, or of training and travel, the training assignment footprint must be seven (7) days in length (that is, include one day off).

9-F-6-a If a Pilot's scheduled debrief or training end time is after 1600 on the day before a period of two (2) consecutive days off, then his scheduled brief or training start time on the first day after those days off shall not be earlier than 1200.

9-F-7 When a Pilot has been assigned by the Company to observe as a member of the crew in conjunction with transition training, such period of time shall be considered an extension of his transition training period.

9-F-8 The Company shall not schedule a Pilot for an evaluation prior to 0700 Pilot's Base time without his concurrence.

9-F-9 The minimum Off-Duty Period between any two (2) training Duty Periods shall be twelve (12) hours.

9-F-10 The minimum Off-Duty Period between any line assignment and any training assignment (including travel to or from training, if required) shall be eighteen (18) hours.

9-F-11 Notwithstanding Section [5-E-4-c](#), a Pilot scheduled for training of less than five (5) days shall be scheduled for not less than one (1) day off in each seven (7) days; except that, if such seven (7) days contains a combination of line flying and training, he may be scheduled for and perform no more than seven (7) consecutive days of such combined duty, provided that the seventh (7th) day is not a one-day trip or a one-day training assignment.

9-F-12 When a Pilot is scheduled training of more than seven (7) days that requires OE upon completion, within forty-eight (48) hours after the start of the training footprint, the Pilot shall elect one of the following: (-1-) three (3) unpaid days free of all duty at his Base to be taken immediately upon completion of such training; (-2-) three (3) unpaid days free of all duty at his Base to be taken immediately upon completion of OE; or (-3-) no such unpaid days. If the Pilot fails to indicate an election, the Company will determine which option shall apply.

9-F-12-a If the days off are taken after OE and the days off conflict with a trip, the Pilot may either waive the requirement to receive the days off or choose to have the Trip dropped without pay. If the Pilot chooses to drop the Trip without pay, the Company may elect to split the Trip, provided the days off requirement is complied with and the Pilot is paid for the portion of the Trip he flies. If the days off are taken after OE and the days off conflict with vacation, the Pilot may either waive the requirement to receive the days off or choose to have the conflicting vacation days canceled (i.e., removed without pay).

9-F-12-b If a Pilot who is scheduled under option (3) above is unable to accept an OE assignment during the first three (3) days immediately upon completion of training, the Company may elect to apply option (1) above to the Pilot, and reduce his LPV and PTC by nine (9) hours.

9-F-13 A Pilot shall not be assigned to training, including travel to or from training, on Thanksgiving Day, Christmas Day or New Year's Day.

9-G General

9-G-1 Training Committee

9-G-1-a The Company shall establish training policies and requirements. A Training Committee composed of representatives of the Company and representatives of the Pilots shall be established. The Training Committee shall meet quarterly unless the parties agree to meet less frequently, or at any other time the parties mutually agree. It is the intent of the parties to this Agreement that this Training Committee shall provide the Pilots with the opportunity to consult with and make recommendations to the Company on training policies or changes, training programs or changes, or any other matters affecting Pilot training. In the event that the Training Committee and the Company are unable to resolve issues of training, these issues shall be referred to the Managing Director of Training, the senior-most flight-qualified Vice-President in charge of Flight Operations and the Master Chairman for resolution.

9-G-1-b The Company shall notify the Association Training Committee if a Pilot is having training difficulties or is scheduled for a non-routine evaluation. If requested by the Pilot, an Association representative may be present in the simulator as an observer on any evaluation other than a routine or random evaluation.

9-G-1-c The Company agrees to handle Pilots who continue to experience training difficulties according to the UAL Enhanced Pilot Proficiency Policy, which shall be electronically posted.

9-G-2 Prior to any training, including OE, a Pilot shall be informed of who the Instructor will be. A Pilot may request, and shall be granted, no more than two (2) changes of Instructor and no more than two (2) changes of LCP performing OE during any complete course of training. The Pilot may make such request orally or in writing to the Instructor or other supervisor, as soon as practical and promptly confirm an oral request in writing. A written request or confirmation must include the reason or reasons for the request.

9-G-3 Training Crew Complement

9-G-3-a A fully qualified crew whose names appear on the Seniority List shall be utilized for evaluations conducted during recurrent training. No line Pilot shall be assigned as a Captain fill-in unless that Pilot holds a type rating for that aircraft and has accumulated at least 100 hours of experience in that aircraft since OE. A line First Officer shall not be assigned as a Captain fill-in for CQ evaluation events (LOE). On those Equipment types where augmentation is required, the use of two (2) ATP rated First Officers shall fulfill the requirement of a fully qualified crew complement.

9-G-3-b Fully qualified seat support is required for evaluations conducted during initial and transition training, except for the following combinations: (-1-) two (2) Pilot trainees, neither

of whom is a new-hire Pilot, provided both Pilots concur; (-2-) a Captain trainee and First Officer trainee who have conducted together the three (3) events immediately prior to the evaluation; (-3-) two (2) Captain trainees; and (-4-) two (2) First Officer trainees, neither of whom is a new-hire Pilot, who have conducted together the three (3) events immediately prior to the evaluation, provided the Equipment type is A380, B777, B787, A350, A330, B767/B757 or any future Equipment type not listed in Section [8-A-1](#) on which augmentation is required. Notwithstanding Section [9-H](#), this paragraph is not waivable by a new-hire Pilot.

9-G-3-b-(1) When staffing permits, the Company will pair Pilots with less than 2000 hours of total Flight Time at United Airlines or less than 500 hours of Flight Time at United Airlines in the twelve (12) Bid Periods prior to entering training for a Captain upgrade with a First Officer or qualified seat support.

9-G-3-c Type-rated First Officers shall be briefed in accordance with a jointly-developed outline prior to filling in as Captains.

9-G-3-d Instructors/Evaluators who are acting as fill-in crew members shall participate in recurrent training to the same extent as that required of line Pilots. The Company shall publish recurrent training fill-in guidelines in relevant Fleet and Training Center documents. Fill-in guidelines shall be distributed to each Instructor/Evaluator prior to serving as a fill-in crew member on an evaluation assignment.

9-G-3-e A Pilot shall be considered “fully qualified” on an aircraft when he completes all required ground training and flight training, and all validations and evaluations (including IOE and Line Check) as part of a Qualification Course.

9-G-3-f Notwithstanding Section [9-G-3-a](#) above, a Pilot who is undergoing recurrent training (as covered under Section [9-B-3](#)) may be paired together with a Pilot who is not undergoing recurrent training. However, the Pilot undergoing recurrent training may decline to be paired with the second Pilot for validations and evaluations, provided his reasons for doing so are related to quality of training and he discusses those reasons with the Fleet Training Manager or his designee prior to making his final determination.

9-G-3-g When augmented B-737 operations are limited to GUM-based flying, then the B-737 fleet shall be considered as an “Equipment type where augmentation is required” only with respect to GUM-based Pilots.

9-G-3-h When fully qualified seat support is required for evaluations conducted during initial and transition training, the Company may schedule two (2) evaluations in a sim period scheduled for four (4) hours, utilizing one (1) Evaluator and one (1) seat-support Instructor.

9-G-4 No Pilot shall be required to take an evaluation in a simulator that is not functioning so as to simulate the flight and operating characteristics of the represented aircraft. A Pilot whose upcoming recurrent training includes an LOE conducted in a 767-400 simulator may require the Company to conduct his CQT in a 767-400 simulator, provided that he notifies the Company of this requirement within seven (7) days of receiving his recurrent training award.

9-G-5 If a Pilot's performance on an evaluation in the flight simulator is considered to be unsatisfactory, he shall have the opportunity to conduct the subsequent evaluation, without prejudice, in an operating flight simulator (within the same training facility) of his choice.

9-G-6 Probationary Pilots taking their probationary validation or evaluation shall not be graded to different standards than those required to successfully complete the initial transition course.

9-G-7 Evaluations in the flight simulator shall be given as nearly as possible as an extension of flight simulator training and shall not be given prior to such training.

9-G-8 United Airlines Pilots shall normally take precedence over outside contract training for the most desirable training periods. For this purpose, the consideration for assignments shall be in the following order:

1st 0800 to 1800

2nd 1801 to 2400

3rd 0001 to 0759

In no case shall the leasing of training assets for outside contract training generate the need for Company Pilots to train at a location other than a Company Training Center or impact the ability for the Company to perform simulator maintenance.

9-G-9 Training time shall not be considered as Flight Time.

9-G-10 Voluntary use of training devices such as flight deck procedures trainers and simulators is not included in the provisions of this Section [9](#). No record of a Pilot's performance shall be maintained by the Company for voluntary training nor shall the log books and records of simulator utilization indicate the Pilot by name.

9-G-11 A Pilot who has completed initial or transition training in conjunction with a new award as a Captain in an Equipment type other than a type which he has been flying as a First Officer and who is required to return to his previous Status or Equipment type before being activated in his new award may, at his option, receive additional training he deems necessary, including a requalification course, in the previous Equipment and/or the new Equipment.

9-G-12 When a Pilot is route or Equipment qualifying in conjunction with training or as a result of a new award, such qualifying shall be considered an extension of training and the provisions of Section [9-F-12](#) shall apply.

9-G-13 Route qualifying required prior to assignment to duty as a Captain shall be specified in the Flight Operations Manual and no other qualifying Trips shall be required. When changes or additions are made to the applicable portion of the Flight Operations Manual to which the Association objects, a hearing shall be granted by the senior-most flight-qualified Vice-President in charge of Flight Operations within thirty (30) days at the request of the Association for the purpose of determining whether such changes or additions should be continued.

9-G-14 CBT courseware associated with initial, transition (including differences) and requalification training, shall be available in advance and shall be available on the Company-provided Electronic Flight Bag (e.g., the iPad). The Company may require home study as part of initial, transition (including differences) and requalification training. Such home study shall not be

planned to exceed eight (8) hours per day, shall not be scheduled to occur on holidays listed in Section [9-F-13](#), and shall not be considered as a 'training assignment' or duty. A Pilot will not receive lodging or per-diem for home study days.

9-G-14-a At Company discretion such home study days will be either:

9-G-14-a-(1) included at the beginning of the Pilot's training footprint and treated as training days for pay purposes and for the application of Sections [9-F-6](#) and [9-C-2-a](#), or

9-G-14-a-(2) blocked separately on the Pilot's schedule (that is, not included in his training footprint) immediately before his training footprint and Section [9-F-6](#) shall not apply to the home study days. If blocked separately on the Pilot's schedule and included in Monthly Schedule Preferencing, the home study days shall have a daily pay value equal to that of a day of recurrent training. If blocked separately on the Pilot's schedule and not included in Monthly Schedule Preferencing, Sections [3-E-2](#) and [9-C-2-a](#) shall apply.

9-G-15 Distance Learning

9-G-15-a Distance learning shall be compensated in accordance with Section [3](#). The following items shall not provide compensation: informational bulletins, airport/area/route qualification, and training completed by the Pilot on a voluntary basis.

9-G-15-b Distance learning is not duty.

9-G-15-c Standard training lengths for distance learning shall be determined in accordance with Section [9-G-1-a](#), except that the standard training length of CBT courses shall be the CBT run time plus fifteen percent (15%).

9-G-15-d Training materials that are not available online shall be mailed to his home of record.

9-G-16 Dual Qualification

9-G-16-a Dual qualification is prohibited for line Pilots and I/Es. For the first two (2) years of operation of a new aircraft type, I/Es who are qualified on that new aircraft and a different aircraft with a common type and common currency are not considered to be dual qualified; after the first two (2) years, the parties shall meet to discuss an extension.

9-G-16-b Management Pilots may be dual qualified and landing currency shall be maintained on the actual aircraft. Management Pilots who are qualified on two (2) or more aircraft with a common type and common currency are not considered to be dual qualified.

9-G-17 A Pilot training for their first Captain upgrade who has completed less than 1000 hours of total Flight Time at United Airlines shall be required to complete a full training course, even if the Pilot is already qualified on the Equipment as a First Officer.

9-H Waivers

Nothing herein shall restrict deviation from the rules by mutual agreement between the Pilot and the Company where such deviation shall aid or benefit the Pilot in completing any training requirement.

9-I Special Qualifications

9-I-1 All Pilots requiring area or route qualification training shall be trained within six (6) months of the requirement becoming known if the number of Pilots requiring such training is 300 or less, or within twelve (12) months of the requirement becoming known if the number of Pilots requiring such training is greater than 300.

9-I-1-a If it is inside the six (6) or twelve (12) month time period described above, then (1) there will be no awarding restrictions in Monthly Schedule Preferencing due to area or route qualification requirements, but the Company may apply such restrictions to schedule modifications thereafter (for example, in trip-trading); and (2) a Pilot who is not qualified in time to fly a trip that requires an area or route qualification will be repaired under Section [20-F-1](#).

9-I-1-b If it is outside the six (6) or twelve (12) month time period described above, then (1) there will be no awarding or schedule modification restrictions due to area or route qualification requirements for in-base Pilots; and (2) a Pilot who is not qualified in time to fly a trip that requires an area or route qualification will be removed from the trip via FBO.

9-I-1-c The six (6) or twelve (12) month time period described above begins for a Category when a trip or trips requiring the qualification appear in that Category's bid packet (publication date) or when the Company begins to actively train reserves in a Category, whichever comes first. However, if a trip or trips requiring the qualification appear in a Category's bid packet after the Company begins to actively train reserves in that Category, the six (6) or twelve (12) month time period will be reset to the bid packet's publication date.

9-I-1-d This Section [9-I-1](#) does not apply to special airport qualifications.

9-I-2 A Pilot awarded a Line of Flying which requires special qualifications shall be assigned the appropriate training whenever possible in sufficient time to allow him to fly his first Trip which requires such qualification.

9-I-3 A Pilot assigned a reserve line in a Category which has Trips that require special qualifications shall be assigned the appropriate training whenever possible.

9-I-4 Once a Pilot is qualified, he shall be required to maintain his qualification while holding an assignment in a Category in which there are schedules which require such qualification. Should the Pilot be assigned to a Category in which there is no scheduled flying which requires such qualifications, he may be required to maintain his qualification. Any Pilot who is already qualified may request training to retain his qualification.

9-J New Training

Should the Company institute a new training requirement that will initially require more than four (4) hours of training, that is not a part of initial, transition, requalification, recurrent, upgrade, or differences training, and that has a specific, required completion date (as determined by the Company for each Pilot), the following shall apply. This Section [9-J](#) does not apply to Pilot-specific training (e.g., landings, FAA certificate action, etc.). Section [9-J-1](#) applies only when training is facilitated by line Pilots.

9-J-1 Facilitators

9-J-1-a Facilitator training pay and selection (Training the Trainers)

9-J-1-a-(1) Facilitator training (excluding days off during training) included in Monthly Schedule Preferencing shall receive five and one-quarter (5:15) hours of Line Credit and pay for each such day.

9-J-1-a-(2) Facilitator training not included in Monthly Schedule Preferencing shall be assigned using the provisions for recurrent training that is not included in Monthly Schedule Preferencing.

9-J-1-a-(3) Facilitators shall be selected by the Company. The Association shall be offered the opportunity to review and comment. Selection disputes shall be resolved in accordance with Section [9-G-1-a](#), except that a request by the Association to deselect a facilitator shall be honored, provided such requests are occasional, reasonable and targeted.

9-J-1-a-(4) Facilitators shall not participate in the program as students.

9-J-1-b Facilitator Pay While Instructing

9-J-1-b-(1) A Facilitator shall receive Add Pay of twenty-five dollars (\$25) for each class taught.

9-J-1-b-(2) Facilitator instructing included in Monthly Schedule Preferencing shall be paid and credited as a training assignment.

9-J-1-b-(3) Facilitator instructing not included in Monthly Schedule Preferencing shall be assigned using the provisions for recurrent training that is not included in Monthly Schedule Preferencing.

9-J-1-c The following shall apply to facilitator training and facilitator instructing:

9-J-1-c-(1) Notwithstanding Section [9-D-1](#) a facilitator shall be provided On-Line positive space transportation between his Base or primary residence and the training/instructing location.

9-J-1-c-(2) The off-duty requirements of Section [9-F-10](#) shall apply to facilitator training/instructing.

9-J-1-c-(3) The Company shall reimburse a facilitator for reasonable and actual expenses for meals, hotels, and ground transportation, if not already provided.

9-J-1-c-(4) Days consisting only of travel shall be treated as training/instructing days when no same-day travel exists between the Pilot's Base and the training/instructing location that complies with the training duty limitations and off-duty requirements of this Agreement.

9-J-1-d The Line Pay Value and PTC of a facilitator who picks up an open Trip on facilitator days shall increase or decrease based on the net of the pay value of the dropped facilitator days that touch the Trip and the pay value of the picked up Trip; in the event of a full-trip loss, Section [20-F-1](#) shall apply. The Line Pay Value and PTC of a facilitator who FBOs a trip on facilitator days shall not change; in the event of a full-trip loss, the facilitator shall have no Section [20-F-1](#) availability requirements. Company concurrence is required when a facilitator picks up an open Trip or FBOs a Trip on facilitator days.

9-J-2 Scheduling of Line Pilots

9-J-2-a The off-duty requirements of Section [9-F-10](#) shall apply to Section [9-J](#) training. A Pilot who waives contractual off-duty requirements shall not be permitted to attend a training session that begins earlier than 1000 local time on the same day as a Basic Flight or Global Flight scheduled to operate during the hours of 0230 and 0329 local time.

9-J-2-b Walk-in attendees shall not be permitted without Company concurrence.

9-J-2-c Lineholders

9-J-2-c-(1) The Company shall provide a means for Lineholders to select dates and training locations on a first-come, first-served basis after Monthly Schedule Preferencing is complete. If the requested training would require a schedule repair (including minimum days off), Company concurrence is required and the Company shall repair in accordance with Section [20-F-1](#). Lineholders whose training request is made within seventy-two (72) hours after the first trip-trading run shall be permitted to attend training that does not conflict with their schedule at any location, subject to availability; however, travel shall not be included as duty. Expenses shall not be paid if incurred as a result of a Pilot's request to attend training at a location other than the Pilot's Base.

9-J-2-c-(1)-(a) Notwithstanding the above, Company concurrence is required for a Lineholder not based at GUM to attend training at GUM and for a Lineholder based at GUM to attend training at a location that is not GUM, SFO, LAX or the Base nearest to the Lineholder's home of record.

9-J-2-c-(2) If a Lineholder fails to submit a training request within seventy-two (72) hours after the first trip-trading run, the Company may assign him to training. The Company shall make a reasonable effort to accommodate a Pilot if he requests a different training date than the one assigned.

9-J-2-c-(3) A Lineholder who attends training that does not require a schedule repair shall receive five and one-quarter (5:15) hours of Add Pay per day (including days consisting only of travel in accordance with Section [9-J-3-a](#)). If he calls in sick for training he shall not be paid and shall not be charged sick leave.

9-J-2-c-(4) If the training results in a Trip being dropped which is equal to or greater than the number of days of the training event, the Pilot shall be paid the value of the Trip.

9-J-2-c-(5) If the training results in a Trip being dropped which is less than the number of days of the training event, the Pilot shall be paid the value of the Trip and receive five and one-quarter (5:15) hours of Add Pay for the number of days the training event exceeds the dropped Trip.

9-J-2-c-(6) In the application of Sections [9-J-2-c-\(4\)](#) and [9-J-2-c-\(5\)](#), the Pilot shall not have any obligation to the Company on any Trip days that do not overlap the training assignment.

9-J-2-d Reserves

9-J-2-d-(1) Reserves shall be assigned training on a reserve day no earlier than seventy-two (72) hours after the first trip-trading run. Once assigned training at his Base, at Pilot request and subject to Company concurrence, the training may be scheduled at a location other than the Pilot's Base. Travel shall not be included as duty. Expenses shall not be paid if incurred as a result of a Pilot's request to attend training at a location other than his Base.

9-J-2-d-(2) Reserves who attend training shall receive five and one-quarter (5:15) hours of pay per day.

9-J-2-d-(3) A Reserve who calls in sick for training shall be paid and charged for the missed reserve days.

9-J-3 Miscellaneous

9-J-3-a If training is not available at a Pilot's Base, he shall be scheduled for additional days for travel, as needed to comply with the training Duty Period limitations of Section [9-F-3](#) and shall be entitled to hotel accommodations and expenses as provided for in Section [9-E](#).

9-J-3-b When a meal is not provided at a training event at the Pilot's Base that is scheduled for more than four (4) hours, he shall be entitled to expenses as provided for in Section [4-A-1](#).

9-J-3-c Notwithstanding Section [9-D-1](#), a Pilot shall be provided On-Line positive space transportation between his Base or primary residence and the training location, for the purpose of attending training and any adjoining work periods.

9-J-3-d The Company and the Association agree to meet and discuss procedures for training Pilots who are:

9-J-3-d-(1) unavailable for training during the initial training period; and

9-J-3-d-(2) returning from leaves after the training period ends.

9-J-3-e Sections [9-E](#) and [9-G-2](#) shall not apply to training covered under Section [9-J](#).

9-J-3-f With Company concurrence, a Pilot whose Line Pay Value in a Bid Period consists entirely of sick leave pay may elect to attend training under the provisions of Section [9-J-2-c-\(1\)](#). He shall be compensated under Section [9-J-2-c-\(3\)](#), and all other pay and sick-bank usage shall not change.

9-J-4 Scheduling of I/Es

9-J-4-a I/Es shall be assigned training on a work day (or on a day off in accordance with Section [9-J-4-b](#)) no earlier than seventy-two (72) hours after the first trip-trading run. Once assigned training at his Base (Denver Pilot Base or Denver training facility for Denver-based I/Es), at I/E request and subject to Company concurrence, the training may be scheduled at a location other than the I/E's Base. Travel shall not be included as duty. Expenses shall not be paid if incurred as a result of an I/E's request to attend training at a location other than his Base.

9-J-4-b With Company concurrence an I/E may elect to attend training on a day off, and shall be compensated with five and one-quarter (5:15) hours of Add Pay. Section [23-D-2-b-\(4\)](#) shall apply to the training day, and the training day does not count as an overtime event. An I/E

attending training on a day off shall be permitted to attend training that does not conflict with his schedule at any location, subject to availability; however, travel shall not be included as duty. Expenses shall not be paid if incurred as a result of an I/E's request to attend training at a location different than that given in Section [9-J-4-a](#) above.

9-J-4-c An I/E who calls in sick for training that was scheduled on a work day shall be handled in accordance with Section [23-J](#). An I/E who calls in sick for training that was scheduled on a day off shall not be paid and shall not be charged sick leave.

9-K Pilots who have been awarded or assigned a Captain vacancy and who do not satisfy the probationary requirements of Section [8-I-1-a](#) as of the start of Captain upgrade aircraft training shall be considered as "Accelerated Pilots" and subject to the following:

9-K-1 An Accelerated Pilot must meet the following requirements before starting Captain upgrade aircraft training:

9-K-1-a Complete their probationary CQ event as a First Officer.

9-K-1-b Complete a minimum of 350 hours of Flight Time as a United First Officer in the Equipment for which they hold a Captain vacancy.

9-K-1-c Not have had any short cycles or be the subject of a Probationary Review Panel during their initial New Hire training or continuing qualification training.

9-K-2 An Accelerated Pilot must undertake enhanced Captain Upgrade training including synchronous classroom training (designed in conjunction with the ALPA Training Committee) with additional modules on (1) Flight Operations Manual, (2) scenario-based training/Crew Resource Management, (3) operational training and (4) leadership and Captains' authority. This may be completed prior to compliance with Section [9-K-1](#).

9-K-3 An Accelerated Pilot shall be required to complete at least 100 hours of Captain operating experience with a Line Check Pilot and have a minimum of 450 hours at United before completing their OE.

9-K-4 An Accelerated Pilot shall have line checks at six (6) and eighteen (18) months upon completion of upgrade LOE, in addition to any other checks required by the normal course of training and checking.

Section 10- Moving Expenses

10-A Applicability of this Section and the Pilot Transfer and Moving Handbook

Unless otherwise provided, Company paid moves identified in this Agreement shall be governed in accordance with this Section [10](#) and the Pilot Transfer and Moving Handbook (“Handbook”) dated November 8, 2012. In case of any conflict between the Handbook and the Agreement, the Agreement shall govern. No revisions to the Handbook shall be made without agreement with the Association. (Future Handbook editions shall be dated for reference.)

10-B Additional Paid Moves

10-B-1 First-Time Captain Move. A Pilot who is activated into a Captain Category for the first time after September 29, 2023 shall be entitled to a paid move. In lieu of a paid move, the Pilot may elect to use the Section [10-D-3](#) or [10-D-4](#) Paid Move Commuter Pass benefit with the exception that any entitlement to NRSA passes in Section [10-D-3](#) or [10-D-4](#) will be converted to an entitlement to NRPS PS-5 level passes for an equivalent period of time (that is, the Pilot will receive twelve (12) months of positive space commuter passes).

10-B-2 Career Move. In addition to the paid move entitlements identified elsewhere in this Agreement, one (1) time during their career a Pilot shall be entitled to a paid move provided they are not on probation, and subject to the following:

10-B-2-a Moving expenses for a Career Move shall be reimbursed by the Pilot on a pro rata basis if, within two (2) years of the move, the Pilot retires or voluntarily changes their Base. However, if the Pilot voluntarily changes their Base, and their residence as a result of the career move is within 200 miles of any airport serving their new Base, then reimbursement shall not be required.

10-B-2-b The start of the two-year clock shall be the first day the Pilot’s household goods are picked up. For a Pilot who voluntarily changes their Base, the day the Pilot is activated at their new Base (or the effective date of the associated vacancy or voluntary displacement award, if later) shall be the first day in the pro-rata calculation for which reimbursement is due.

10-C Paid Move Conditions

10-C-1 Moving expenses, when provided by this Agreement, shall be available under the following conditions:

10-C-1-a The primary residence from which the Pilot moves must be located within the continental United States or within 200 miles of the Pilot’s old Base;

10-C-1-b The Pilot moves his primary residence to a location within 200 miles of the primary airport serving the Base of his most recent vacancy or displacement award;

10-C-1-b-(1) The Pilot may also move his primary residence to a location within 200 miles of any airport that is paired with his primary Base airport on the list of airport pairs shown in Section [4-D-4](#).

10-C-1-c The move is at least fifty (50) miles closer to the primary airport serving the Base of his most recent vacancy or displacement award than his previous primary residence;

10-C-1-d The Pilot has received notice of his activation in the Category which entitled him to the paid move, unless he has requested and received advance permission to move earlier (this would not apply to Career Moves under Section [10-B-2](#) where no change in Base occurred);

10-C-1-e A Pilot should complete his paid move within twelve (12) months of his activation date. If the Pilot is unable to complete his move within this twelve (12) month period, he shall inform the Company of his need for an extension and provide a reason for this request; and

10-C-1-f The Pilot has informed the Company of the location from which his household goods will be picked up by completing the appropriate Company form(s). This location must be the Pilot's primary residence, and the Pilot is required to coordinate his move arrangements through the Company. The Company shall not provide reimbursement for expenses incurred with a mover with whom the Pilot has made his own arrangements.

10-C-2 Transfers To/From Training Center: A Pilot who transfers to the Denver Training Center from DENFO, and vice versa, is not considered to have incurred a change in Base. Such Pilot shall not be eligible for reimbursement of moving expenses as provided in this Agreement based solely on this transfer.

10-D Paid Move Commuter Passes

Except as otherwise provided in this Agreement, a Pilot eligible for a Company paid move shall be provided Commuter Passes as follows:

10-D-1 The following Pilots shall receive Commuter Passes upon request:

10-D-1-a A Pilot who is displaced to a Category (including a Pilot awarded a vacancy out of a Category affected by displacement, see Section [8-E-5-b](#)) whose Base is different from his previous Base.

10-D-1-b A Pilot who receives an award to a "new" Category (as defined in Section [8-D-1-d](#)), provided the award is also to a Base that is different from his previous Base.

10-D-1-c An I/E who is surplus to the line, excluding I/Es who are surplus from DEN training center to DEN base.

10-D-1-d An I/E who is surplus and who accepts a transfer to a different training center.

10-D-1-e A Pilot entitled to a First-Time Captain Move.

10-D-2 The following Pilots shall receive Commuter Passes upon a verbal declaration of good-faith intent to move (using the Company-paid move process) and submission of move paperwork (it is understood that the Pilot may not be able to provide an address to which he intends to move when submitting the move paperwork):

10-D-2-a A Pilot who is displaced to a Category (including a Pilot awarded a vacancy out of a Category affected by displacement, see Section [8-E-5-b](#)) with no change in Base.

10-D-2-b Pilot who activates his career move and who satisfies the conditions of Section [10-C-1-a](#).

10-D-2-c Unless covered by Section [10-D-1](#) above, a Pilot with a move entitlement to/from Guam.

10-D-2-d A Pilot who is recalled to a Base other than that from which he was furloughed.

10-D-2-e Continuation of Commuter Passes received under this Section [10-D-2](#) may be tied to a continued demonstration of good faith intent to move (using the Company-paid move process); for example, a requirement that the Pilot has completed a household goods survey may be used.

10-D-3 When covered under Section [10-D-1](#) or Section [10-D-2](#) and for moves Within the Continental US: For a Pilot whose primary residence is located within the continental United States, he shall be allowed NRPS PS-5 travel between his former Base or On-Line residence and his new Base until such time that he moves his home to the new location, not to exceed six (6) months after the activation date of his awarded Category. In addition, if such Pilot has not moved his home to the new location within six (6) months, he shall be allowed the highest priority NRSA travel until he moves, not to exceed an additional six (6) months. If a Pilot has used this NRPS/NRSA travel entitlement, and he subsequently receives another award which is located at the Base from which his first move entitlement originated, the Company shall continue to provide NRPS/NRSA travel until the Pilot is activated into his subsequently awarded Category.

10-D-4 When covered under Section [10-D-1](#) or Section [10-D-2](#), and for moves From Outside the Continental US or To Guam: A Pilot whose primary residence is outside of the continental United States, or who is moving to Guam shall be provided with the following:

10-D-4-a Commencing on the date of activation in the new Category, a Pilot is entitled to three (3) months of NRPS PS-5 travel to and from the On-Line airport nearest his residence and his Base. The use of these passes must be in connection with travel to and from a work assignment. The Pilot may only book, and the Company shall only authorize, NRPS PS-5 travel under this provision within seven (7) days of the start of his work assignment.

10-D-4-b Following the completion of the three (3) month NRPS PS-5 travel period, the Pilot shall then be eligible for nine (9) months of NRSA travel to and from the On-Line airport nearest his residence and his Base. The use of these passes must be in connection with travel to and from a work assignment.

10-D-4-c For purposes of this Section [10-D-4](#), the location of a Pilot's primary residence does not impact whether he is 'eligible for a Company paid move'. When a good-faith intent to move is required of a Pilot who does not satisfy the conditions in Section [10-C-1-a](#), reasonable alternative conditions not tied to the Company-paid move process shall be utilized. The Pilot's move must still comply with Sections [10-C-1-b](#), [c](#), [d](#) and [e](#).

10-D-4-d This Section [10-D-4](#) shall cease to apply at such time that the Pilot moves his home to the new location.

10-D-4-e Nothing stated in this Section [10-D-4](#) shall affect the application of any other provision of the Agreement.

10-E Paid Move Travel Days and Expenses

A Pilot who is exercising his paid move entitlement shall be eligible to receive the following:

10-E-1 Three (3) travel days (five (5) travel days if transferring to/from a Base outside the continental United States) or, if the Pilot chooses to drive an automobile to his new primary

residence, he shall receive the greater of three (3) travel days or the number of travel days equal to the distance between the Pilot's old primary residence and his new primary residence divided by 400 (calculated based on the most direct AAA mileage). Remainders over 100 shall provide an extra travel day. All travel days must be taken as a block of consecutive days.

10-E-2 Reimbursement of reasonable en route driving expenses (mileage, meals, hotels and laundry) for one (1) en route trip. With the exception of meals (reimbursed up to thirty dollars (\$30) per day per person), these expenses must be supported by receipts. Receipts for en route expenses must coincide with the travel days the Pilot has requested from the Company. Mileage shall be calculated and reimbursed at the rate of twenty-nine cents (\$0.29) per mile or the rate in accordance with Company policy whichever is greater, for up to two (2) automobiles.

10-E-3 The option of driving one (1) automobile from his old primary residence or old Base to his new primary residence and shipping a second automobile from his old primary residence or his old Base to his new primary residence.

10-E-4 In lieu of en route driving expenses, the Pilot has the option of shipping up to two (2) automobiles from his old primary residence or old Base to his new primary residence. If the Pilot ships two (2) automobiles, he is entitled to three (3) travel days only (except that a Pilot transferring to/from a Base outside the continental United States shall receive no less than five (5) travel days).

10-E-5 The Pilot may take travel days provided for in Section [10-E-1](#) at his option so long as he informs the Company at least seven (7) days prior to when he intends to take the time. If the requested travel days would result in a Trip(s) drop on New Year's Day, Memorial Day, Easter, Fourth of July, Labor Day, Thanksgiving Day or Christmas or the day on either side of such days, Company concurrence is required. The Pilot's compensation shall not be reduced for travel days taken on previously scheduled work days.

10-E-6 A Pilot may, at his option, have his travel days included in Monthly Schedule Preferencing provided he informs the Company at least three (3) days prior to Monthly Schedule Preferencing for the Bid Period in which he intends to take his travel days. Travel days included in Monthly Schedule Preferencing shall have a pay value of five and one-quarter (5:15) hours per day. A Pilot whose travel days were included in Monthly Schedule Preferencing shall not have his minimum days off prorated due to such travel days.

10-E-7 A Pilot using travel days shall not be required to use vacation days if the number of travel days is insufficient to completely cover all dropped flying. If the Company could reasonably deadhead the Pilot to work a portion of a Trip not covered by travel days, he may, with Company concurrence, use vacation days and opt out of working this partial Trip.

10-E-8 The entitlements in this Section [10-E](#) shall expire ninety (90) days after the Pilot's household goods are delivered to his new location. However, if the Pilot requests a date-specific extension of these entitlements due to extenuating and reasonable circumstances, and the extension request is received before his household goods are delivered to his new location, that extension will be granted.

10-F Paid Move Miscellaneous Allowance

In order to reimburse employees, who are eligible for a Company paid move, for miscellaneous expenses not otherwise covered by the provisions of this Section [10](#), an allowance of up to \$6,000.00 shall be available, subject to submission of evidence of actual expenditure.

10-G Transfer Days and Expenses

Any Pilot whose Base has changed and is either (1) not eligible for a paid move or (2) eligible for a paid move but chooses not to move his household goods from his primary residence, shall be entitled to the following:

10-G-1 Three (3) transfer days (five (5) transfer days if transferring to/from a Base outside the continental United States) to be used after the award triggering the Base change, but not later than ninety (90) days after activation. However, if the Pilot chooses to drive one (1) automobile, he shall receive the greater of three (3) transfer days or the number of transfer days equal to the distance between the Pilot's old Base and his new Base divided by 400 (calculated based on the most direct AAA mileage). Remainders over 100 shall provide an extra transfer day. All transfer days must be taken as a block of consecutive days.

10-G-1-a By fleet, the Company may offer all Pilots who have requested transfer days for a particular Bid Period five and one-quarter (5:15) hours of Add Pay for each transfer day the Pilot would otherwise be entitled to receive (up to five (5) days) in lieu of having the transfer days included in the Pilot's schedule. Such offer must be made prior to the opening of Monthly Schedule Preferencing in accordance with Section [20-C-1-a](#) and accepted by the Pilot no later than the deadline set forth in Section [20-B-4](#).

10-G-2 Reimbursement of reasonable en route driving expenses for mileage, meals (not to exceed thirty dollars (\$30) per day per person), hotel and laundry. With the exception of meals, these expenses must be supported by receipts. Receipts for en route expenses must coincide with the transfer days the Pilot has requested from the Company. Mileage shall be calculated based on the most direct AAA mileage between the Pilot's old Base and his new Base, and reimbursed at the rate of twenty-nine cents (\$0.29) per mile or rate in accordance with Company policy, whichever is greater.

10-G-3 For the Pilot who does not choose to drive an automobile, the Company shall ship one (1) automobile to the Pilot's new Base from his primary residence or old Base. Shipment of an automobile shall not be available if the mileage between the Pilot's old Base and his new Base is less than 500 miles. Further, shipment of an automobile shall only be available between locations in contiguous North America. However, for a Pilot who was previously based in Guam and whose primary residence is still in Guam, the Company shall ship one (1) automobile to the Pilot's new Base from Guam; such Guam shipping entitlement may only be used once, except that if the Pilot becomes based in Guam again in the future, the entitlement shall again become available.

10-G-3-a This entitlement shall expire ninety (90) days after activation. However, if the Pilot requests a date-specific extension due to extenuating and reasonable circumstances, and the extension request is received before activation, that extension will be granted.

10-G-4 Transfer days shall be included in Monthly Schedule Preferencing and shall have a pay value of five and one-quarter (5:15) hours for each transfer day. As long as the Pilot complies with the time limit in Section [10-G-1](#), the Pilot may take transfer days at his option provided he informs

the Company at least three (3) days prior to Monthly Schedule Preferencing for the Bid Period in which he intends to take his transfer days. A Pilot shall not be permitted to schedule his transfer days on New Year's Day, Memorial Day, Easter, Fourth of July, Labor Day, Thanksgiving Day or Christmas or the day on either side of such days, without Company concurrence. A Pilot with transfer days shall not have his minimum days off prorated due to his transfer days.

10-G-5 For new hire Pilots and any Pilots returning from furlough, the transfer day entitlement shall be determined based on the distance between the respective training center and the Base to which the Pilot is assigned pursuant to the method in Section [10-G-1](#); additionally, for such Pilots the entitlement in Section [10-G-3](#) shall only apply between the respective training center and the Base to which the Pilot is assigned (subject to the 500-mile minimum). If a Pilot is trained at more than one training facility, the facility at which the Pilot's automobile is located shall be used for purposes of this Section [10-G-5](#). However, in no case shall such Pilots receive less than three (3) transfer days (five (5) transfer days if assigned outside the continental United States) regardless of the training location or assigned Base.

10-G-6 Notwithstanding Section [10-G-1](#), if the Pilot receives a vacancy award to a new Base prior to informing the Company in accordance with Section [10-G-4](#) of the Bid Period in which he intends to take any transfer days to which he is already entitled, then the entitlement to those transfer days shall expire.

10-G-7 Notwithstanding Section [10-G-1](#), a Pilot shall not be allowed transfer days associated with a particular Category more than once in a rolling eighteen (18) Bid Period timeframe. For example, if a Pilot uses transfer days associated with the ORD 737 FO Category in the March 2023 Bid Period, the Pilot shall not be again allowed transfer days associated with the ORD 737 FO Category until the September 2024 Bid Period. Transfer days associated with a displacement award shall not be subject to the restriction in this paragraph, and transfer days taken prior to the displacement shall not be considered in applying this provision.

10-H Relocation Passes

Any Pilot whose Base has changed as a result of the application of this Agreement (with or without a related Company paid move entitlement) and who actually relocates his primary residence as a result of that Base change, shall receive On-Line NRPS travel for himself and his immediate family, from the point of his old primary residence (or nearest On-Line city) to the new Base. Such travel shall be available for the purpose of locating the Pilot and his family at his new residence. This travel shall also be available:

10-H-1 to a new hire Pilot in order to locate at his first assigned Base; and

10-H-2 to a Pilot upon recall from furlough to locate at the Base to which he is being returned, regardless of whether he is or is not returned to the Base from which he was furloughed.

10-I Overlapping Entitlements

10-I-1 Should a Pilot receive a subsequent paid move entitlement prior to his using an earlier entitlement, he shall be entitled only to one (1) Company paid move.

10-I-2 Notwithstanding the provisions of Section [10-I-1](#), should a Pilot receive another vacancy or displacement award which is located at the Base from which his first entitlement originated, prior

to using the entitlement associated with that first award, he shall receive no new paid move entitlement and shall also forfeit the first entitlement.

Example: A Pilot who has an unused entitlement between ORD and DEN would receive no new entitlement if he received an award back to ORD and was activated before the expiration of the paid move entitlement period associated with the original ORD-DEN entitlement. Under these circumstances, the initial ORD to DEN entitlement would also expire.

10-I-3 A Pilot entitled to a Company paid move shall not forfeit that paid move entitlement if, prior to completing the move, he is awarded a vacancy to another position in the same Base associated with that paid move entitlement.

Example: A DEN based A320 First Officer is entitled to a Company paid move to ORD as a 767 First Officer. Prior to completing the move from DEN to ORD, the Pilot is awarded a vacancy to a 777 First Officer position in ORD. This Pilot shall not forfeit the initial paid move entitlement.

10-J Mileage Reimbursement

10-J-1 Except as otherwise provided in Sections [10-G-1](#) and [10-G-2](#) (for Transfer Days), the Company shall calculate mileage reimbursement based on the most direct AAA mileage from the Pilot's primary residence, to his new primary residence, plus garage storage expenses while in transit.

10-J-2 A Pilot is eligible for mileage reimbursement as provided in Section [10-E](#) (Travel Days) and Section [10-G](#) (Transfer Days) only if he owned the automobile(s) on the date of activation at the new Base.

10-K General

10-K-1 Except as otherwise provided in this Agreement, Pilots who have transferred to/from a Base outside the continental United States, and who have had their cars shipped by the Company shall be reimbursed for the cost of a rental car until their own car(s) arrive.

10-K-2 A Pilot shall be considered to have exercised a paid move entitlement by using NRPS/NRSA commuting tickets pursuant to Section [10-D](#); making arrangements with a mover; and/or requesting reimbursement for mortgage maintenance costs, lease termination costs, temporary living expenses or other covered miscellaneous expenses associated with the move. A Pilot's use of authorized travel for the purpose of house hunting alone shall not be considered an exercise of a paid move.

10-K-3 In the event a Pilot incurs and is reimbursed for expenses associated with house hunting and he subsequently does not take his paid move entitlement, he shall not be required to repay the Company for any expense money received.

10-K-4 Pilots entitled to Travel expenses under Section [10-E](#) or Transfer expenses under Section [10-G](#) shall be allowed to ship household effects via NRSA freight.

10-K-5 New hire Pilots may ship up to 2000 pounds via NRSA freight.

10-K-6 The Company shall provide a federal income tax liability reimbursement as a result of the Company paid transfer and moving expense. At the end of each year, the Pilot shall be provided

a listing of all transfer and moving expenses paid to or on the Pilot's behalf. In addition, the Company shall provide a listing of the breakdown between deductible and non-deductible expenses, showing the calculation of the tax override on the non-deductible portion.

Section 11 - Vacations

11-A Vacation Accrual

11-A-1 A Vacation Year begins on the first day of the May Bid Period and ends on the last day of the April Bid Period.

11-A-2 New hire Pilots shall accrue one and one-sixth (1 1/6) days of vacation for each full Bid Period of continuous employment with the Company during the remainder of the Vacation Year starting on the date of their initial employment. The amount of vacation so accrued shall be taken in the Pilot's first full vacation year, as adjusted by Section [11-D-1](#).

11-A-3 After the provisions of Section [11-A-2](#) have been complied with, Pilots shall accrue vacation in accordance with the following schedule:

Completed Years of Service Prior to 1st Day of Vacation Year	Vacation Days Taken In That Vacation Year (Accrued in Previous Vacation Year), as adjusted by Section 11-D-1
1 to 4	14
5 to 10	21
11 to 24	35
25 +	42

Time spent on furlough shall be included when calculating completed years of service. Additionally, except as otherwise provided in Sections [12-A-2](#) (PLA) and [12-B-1](#) (MLA), time spent on a leave of absence that began on or after December 18, 2012 shall be included when calculating completed years of service.

11-A-4 Except as provided in Section [12](#) and in the case of work-related illness or injury, a Pilot on a leave of absence for a full Bid Period shall have his vacation accrual reduced by one-twelfth (1/12) for such full Bid Period.

11-B Pay Out at Time of Separation or Retirement

11-B-1 A Pilot who leaves the service of the Company shall be paid for all unused vacation, as of the date of separation of employment, that was accrued in the preceding Vacation Year.

11-B-2 A Pilot who leaves the service of the Company and who has a full year or more of service, as of the date of separation of employment, shall be paid for all accrued vacation in the current Vacation Year up to the end of the Bid Period preceding the date of separation, provided:

11-B-2-a The Pilot is not discharged for just cause, and

11-B-2-b The Pilot gives the Company at least ten (10) calendar days' notice of intent to resign (does not apply to a Pilot who has reached the FAA Mandatory Retirement Age).

11-B-2-c When determining “all accrued vacation in the current Vacation Year up to the end of the Bid Period preceding the separation”, the Pilot’s completed years of service as of the date of separation shall be used to determine the number of accrued vacation days.

11-B-2-c-(1) For example, a Pilot whose twenty-fifth (25th) anniversary date is December 15 and who leaves the service of the Company on November 5 of the same year shall have accrued seventeen and one-half (17.5) vacation days prior to separation.

11-B-2-c-(2) For example, a Pilot whose twenty-fifth (25th) anniversary date is August 15 and who leaves the service of the Company on November 5 of the same year shall have accrued twenty-one (21) vacation days prior to separation.

11-B-2-d A Pilot who has reached the FAA Mandatory Retirement Age shall accrue vacation in the bid period the Pilot reaches such age.

11-B-3 When a Pilot reaches the FAA Mandatory Retirement Age, the Company shall make a contribution in accordance with Sections [22-A-1-j](#) and [24-G-4](#) for up to a maximum of twenty-one (21) unused vacation days. The amount of the contribution shall equal the number of unused vacation days multiplied by the vacation pay specified in Section [3-F-1](#), multiplied by the Pilot’s hourly rate of pay as of their retirement date, and increased by the percentage specified in Section [22-A-1-a](#). Any unused vacation in excess of twenty-one (21) days shall be paid out as regular earnings in the retiring Pilot’s final paycheck.

11-B-4 When calculating pay in Sections [11-B-1](#), [11-B-2](#), and [11-B-3](#), above, Job Share Instructor/Evaluators will use the average of the rate they receive in their line assignment Bid Periods and the rate they receive in their Training Center Bid Periods

11-C Vacation Pay Value. For the 2023-2024 vacation year, each vacation day shall have a pay value of three and three-quarter (3.75) hours.

11-C-1 Starting in the 2024-2025 vacation year, each vacation day shall have a pay value of four and one-quarter (4.25) hours.

11-D Vacation Awarding

11-D-1 The “Maximum Vacation Days” for a Pilot is his accrued vacation plus any vacation credit days granted in accordance with this Agreement, minus any vacation borrowed in accordance with Section [11-G](#).

11-D-1-a Vacation credit days granted in accordance with Sections [17-C-14](#), LOA 12-13 Section 2-E-1, and any other sections, by the last day of the November Bid Period shall be added to the scheduled vacation in the upcoming vacation year.

11-D-2 Maximum Vacation Days shall be rounded to the nearest whole day (e.g. 3.4 = 3; 3.5 = 4; 3.6 = 4).

11-D-3 A “Vacation Period” is a consecutive block of vacation days that are bid and/or awarded.

11-D-3-a A Pilot with an Annual Vacation Election of seven (7) or less vacation days shall be allowed one (1) Vacation Period.

11-D-3-b A Pilot with an Annual Vacation Election of eight (8) or more vacation days shall be allowed multiple Vacation Periods provided that all Vacation Periods shall be a multiple of seven (7) days (e.g., 7, 14, 21) unless the Pilot is bidding all remaining vacation days or the Pilot's election is not divisible by seven (7) in which case the Pilot may bid the remainder as one (1) Vacation Period.

11-E Annual Vacation

11-E-1 A Pilot shall bid for annual vacation in the Category corresponding to his most recent vacancy or displacement award, as of the opening of the Vacation Election cycle, and that bidding Category shall not change due to subsequent vacancy or displacement awards. Annual vacation shall be awarded in seniority order within each Category.

11-E-1-a However, if a Pilot's vacancy award is canceled in accordance with Section [8-F-3](#), or if a Pilot's displacement award is canceled in accordance with Section [8-F-4](#), during the annual vacation bidding process, the Company and the SSC shall meet and agree on a process that allows the Pilot to elect to change his vacation bidding Category to the Pilot's new Category resulting from the application of Section [8-F-3](#) or Section [8-F-4](#), as appropriate.

11-E-2 Annual Vacation Election

11-E-2-a Prior to the opening of the Primary bid cycle, a Pilot shall declare the number of vacation days he elects to bid during the annual vacation bid. This is known as the Pilot's "Annual Vacation Election," which shall not be less than the Minimum Annual Vacation Election as set forth in the chart directly below, unless that number is greater than the Pilot's Maximum Vacation Days.

Completed Years of Service Prior to 1st Day of Vacation Year	Minimum Annual Vacation Election
1 to 4	14
5 to 10	14
11 to 24	21
25+	21

11-E-2-b Unless the Pilot's Annual Vacation Election equals his Maximum Vacation Days, his Annual Vacation Election shall be in multiples of seven (7) days. Should the Pilot fail to make such a declaration, his Annual Vacation Election shall default to his Maximum Vacation Days.

11-E-2-c A Pilot who will reach the FAA Mandatory Retirement Age in the upcoming Vacation Year shall have his Minimum Annual Vacation Election determined as follows:

11-E-2-c-(1) Zero (0) days if retiring in the May Bid Period; or

11-E-2-c-(2) The lesser of: (-1-) the Pilot's Maximum Vacation Days or (-2-) seven (7) days if retiring in the June – August Bid Periods; fourteen (14) days if retiring in the September

– December Bid Periods; twenty-one (21) days if retiring in the January – April Bid Periods; and

11-E-2-c-(3) Such Pilot shall not be awarded annual vacation past his retirement date, even if this restriction means he is awarded an amount of vacation days less than his Minimum Annual Vacation Election, including zero (0) vacation days.

11-E-3 The Annual Vacation Bid and Award Process

Annual vacation shall be bid and awarded in three (3) cycles (i.e., Primary, Secondary, and Tertiary). Each cycle must be open for bidding at least seven (7) consecutive days. A Pilot shall be entitled to be awarded up to two (2) Vacation Periods in the Primary cycle. No Pilot shall be awarded more than three (3) cumulative Vacation Periods in the Primary and Secondary cycles. All remaining days in the Pilot's Annual Vacation Election shall be awarded in the Tertiary cycle. A Pilot shall be allowed to preference a minimum number of Vacation Periods between any two (2) awarded Vacation Periods in any cycle (as allowed by seniority and availability).

11-E-3-a The Company may elect to change the dates in the chart below, but shall notify the SSC of any such changes. The Tertiary cycle must be awarded no later than March 23, unless otherwise agreed by the SSC.

Event	Open	Close	Awarded/Posted
Vacation Election	January 9	January 16	January 18
Primary Cycle	January 20	January 30	February 2
Secondary Cycle	February 3	February 13	February 16
Tertiary Cycle	February 17	February 26	March 1

11-E-3-b Vacation Weeks are the seven (7) day periods offered in the annual vacation bid and award process, and shall be numbered 1 through 52. Vacation Week 1 shall begin on the first day of the May Bid Period and Vacation Week 52 shall end on the last day of the April Bid Period. When the Vacation Year is 365 days, the 169th day shall not be used when constructing Vacation Weeks. When the Vacation Year is 366 days, the 169th and the 296th days of the Vacation Year shall not be used when constructing Vacation Weeks.

11-E-3-c For each Category, the minimum amount of vacation to be allocated for the Primary cycle shall be calculated as follows:

11-E-3-c-(1) Divide the aggregated Annual Vacation Election of all Pilots in the Category by seven (7), using normal rounding. For example, an aggregated Annual Vacation Election of 4483 divided by seven (7) equals 640.428 and rounds to 640.

11-E-3-c-(2) At least six percent (6%) of the result from Section [11-E-3-c-\(1\)](#), using normal rounding, must be allocated to each Bid Period across Vacation Weeks with a starting date in that Bid Period. In the example above, there are 640 Vacation Weeks so each Bid Period

must have thirty-eight (38) Vacation Weeks (6% x 640 equals 38.4 rounded to 38). Each Vacation Week must have at least one (1) slot available for award.

11-E-3-d For the Secondary and/or Tertiary vacation bidding cycles, the Company may increase or decrease the allocation to any Vacation Week provided:

11-E-3-d-(1) The allocation of any Vacation Week cannot be increased if that increase would result in an out-of-seniority vacation award, and

11-E-3-d-(2) The total allocation of any Vacation Week shall not be decreased below the minimum requirement set forth in Section [11-E-3-c-\(2\)](#).

11-E-3-e Each Vacation Period awarded shall reduce the allocation by a whole number of Vacation Weeks for each Vacation Week that is touched. For example, if Vacation Week 1 is May 1 - 7 and Vacation Week 2 is May 8 - 14 and the Pilot is awarded vacation for May 1- 8, the allocation of Week 1 and Week 2 shall each be reduced by one (1).

11-E-3-f Prior to the opening of the Primary, Secondary and Tertiary vacation bidding cycles the Company shall publish by Category the number of Vacation Weeks available for bidding for that cycle.

11-E-4 Monthly Vacation Bid and Award Process

11-E-4-a A Pilot may bid and be awarded monthly vacation (monthly vacation is bid and awarded on a Bid Period basis) based on his seniority in his Category as shown on the most recent staffing report. However, the Company shall not award a vacation that would conflict with any previously assigned Trip or activity.

11-E-4-b A Pilot with OE blocker days is not eligible to be awarded monthly vacation for that Bid Period. However, on a Category basis, the Company may waive this eligibility restriction for Pilots who do not require consolidation, except that a vacation award that would conflict with OE blocker days shall be denied. In addition, if consolidation is required, a Pilot is not eligible to be awarded monthly vacation in either of the next two (2) Bid Periods following the Bid Period in which the Pilot is scheduled to complete training.

11-E-4-c During the Vacation Year the Company must offer monthly vacation days for each Category equal to at least half of the Maximum Vacation Days that remained un-awarded after the annual vacation bid and award process.

11-F Changing or Canceling Awarded Vacation

11-F-1 Vacation Slides

A Pilot may elect to slide an entire block of consecutive annual vacation days up to three (3) days earlier than the starting date of the first Vacation Week or up to three (3) days later than the ending date of the last Vacation Week in accordance with the following:

11-F-1-a A Pilot may not slide his vacation into a Holiday or into a conflict with any Trip or activity.

11-F-1-b Vacation slides for the upcoming vacation year shall be accepted beginning March 23, unless a different date is agreed to by the Company and the SSC. Deadlines for submitting vacation slides are:

11-F-1-b-(1) A vacation slide that keeps the entire Vacation Period within a single Bid Period shall be submitted no later than 1200 CT on the third (3rd) day of the calendar month preceding the Bid Period, except that vacation slides that affect the first five (5) days of a Bid Period must be submitted no later than 1200 CT on the third (3rd) day of the second calendar month preceding the Bid Period. For example, a vacation slide for a vacation occurring in the July Bid Period must be submitted no later than 1200 CT on June 3, unless such slide affects the number of vacation days in the first five (5) days of the July Bid Period in which case it must be submitted no later than 1200 CT on May 3.

11-F-1-b-(2) All other vacation slides shall be submitted no later than 1200 CT on the third (3rd) day of the second calendar month preceding the first affected Bid Period. For example, a vacation slide that moves vacation days from the August Bid Period to the July Bid Period, or vice versa, must be submitted no later than 1200 CT on May 3.

11-F-1-b-(3) Vacation Slides Affecting the May Bid Period

11-F-1-b-(3)-(a) Vacation in the May Bid Period may not be slid back into the April Bid Period.

11-F-1-b-(3)-(b) A request for a vacation slide that moves vacation days from the April Bid Period to the May Bid Period shall be submitted no later than 1200 CT on February 3.

11-F-1-b-(3)-(c) A request for a vacation slide that moves vacation days from the May Bid Period to the June Bid Period, or vice versa, shall be submitted no later than 1200 CT on March 26.

11-F-1-b-(3)-(d) A request for a vacation slide that affects the first five (5) days of the May Bid Period but does not change the number of vacation days in the May Bid Period shall be submitted no later than 1200 CT on April 3.

11-F-2 A Pilot may bid to trade his annual vacation award with an available period during the monthly vacation and bid award process.

11-F-3 Except as provided in Section [11-F-4](#), a vacation award may only be changed with mutual concurrence.

11-F-3-a Vacation that occurs in a Bid Period in which schedule awards have been made may be split up and moved in that Bid Period, or moved (part or all) to the next Bid Period, if schedule awards have been made for that next Bid Period, or moved (part or all) to the preceding Bid Period. Pro-ration of days off will be recalculated, if necessary. Vacation may not be moved to or from the current day, or to or from any preceding days.

11-F-3-a-(1) However, vacation may be moved from the current day to assign the Pilot a Trip that starts on the current day and begins at a location that is not an Equipment-Base for the Pilot's Equipment.

11-F-4 Cancellation of Vacation Following a Change in Category

A Pilot who changes Category for any reason may only have the vacation cancelled if the vacation meets at least one (1) of the following conditions, provided the Pilot is informed of the cancellation no later than the time monthly vacation is awarded for the Bid Period in which the vacation occurs:

11-F-4-a The LPA in the new Category for the Bid Period in which the vacation period starts is projected to be at or above eighty-two (82) Line Credit hours. This projection will be made prior to the opening of monthly vacation bidding for the Bid Period in question (e.g. Feb 28th for May vacation); or

11-F-4-b The Pilot requires training and the vacation start date falls between the start of scheduled training and the end of:

11-F-4-b-(1) the next Bid Period following the Bid Period in which the Pilot is scheduled to complete their training, if consolidation is required; or

11-F-4-b-(2) OE blocker days, if consolidation is not required; or

11-F-4-b-(3) scheduled training, if the Pilot does not have OE blocker days.

11-F-4-c If the Company elects to cancel vacations within a Category under the provisions of this Section [11-F-4](#), all affected Pilots in the Category must be treated the same.

11-F-5 Protected Vacation

11-F-5-a A Pilot with a vacation award that would otherwise be cancelled in accordance with Section [11-F-4](#) may designate any one (1) Vacation Period (containing a contiguous block of up to fourteen (14) days) that will not be cancelled. The Pilot shall make this designation prior to the third (3rd) business day following the vacancy award.

11-F-5-b A Pilot with a vacation award that would otherwise be cancelled in accordance with Section [11-F-4](#) as a result of training for their first Captain Category may designate any two (2) Vacation Periods (each of which may be up to fourteen (14) contiguous days in length) that will not be cancelled. The Pilot shall make this designation prior to the third (3rd) business day following the vacancy award.

11-F-6 Voluntary Cancellation of Vacation

On a Category basis, the Company may offer and individual Pilots may voluntarily accept, the cancellation of an annual vacation award. Except during a period where any Pilot is on Involuntary Furlough, the Company may additionally offer one hour and fifteen minutes (1:15) of Add Pay per day of vacation cancelled as incentive for voluntary cancellation of vacation. Voluntary cancellations shall be granted in seniority order. However, the Company shall not grant the voluntary cancellation of any Pilot's annual vacation award if the number of days to be cancelled when subtracted from the number of vacation days the Pilot was awarded during the annual vacation award process yields a number less than the Minimum Annual Vacation Election as set forth in Section [11-E-2-a](#).

11-F-7 Unless otherwise provided in this Agreement, vacation canceled pursuant to the provisions under Section [11-F](#) shall be available for the Pilot to bid in monthly vacation bidding and awarding.

Any canceled vacation days that remain un-awarded at the end of the Vacation Year, shall be treated in accordance with Section [11-H](#).

11-G Vacation Trip Drop

11-G-1 At the discretion of the Company, based upon its evaluation of available manpower, a Pilot may be allowed to drop a Trip(s) with pay and reduce their available vacation from their next vacation year's accrual. Next vacation year's accrual is that vacation earned in the current vacation year to be taken in the following vacation year; except that Trips dropped in the December through April Bid Periods shall be reduced from vacation earned in the following Vacation Year. The Company shall not establish different staffing parameters for vacation drops made in accordance with this Section [11-G](#) versus unpaid Pilot drops.

11-G-2 Such Trip drop shall be requested and administered in the same manner as Absent No Pay. The decision to use vacation days for the Trip drop must be made by the Pilot at the time the request is granted.

11-G-3 A Pilot assigned to a Line of Flying shall receive pay equal to the pay value of the Trip dropped. A Reserve shall receive five and one-quarter (5:15) hours of pay for each reserve duty day dropped.

11-G-3-a For Lineholders, vacation days used shall correspond to hours of pay for the Trip dropped, not to the number of days within the Trip dropped. For example (assuming the 2024-2025 vacation year), a Trip with a pay value of 10:38 would require the use of two and one-half (2.5) vacation days (each with a pay value of four and one-quarter (4.25) hours) to cover the 10:38 pay value ($2.5 \times 4:15 = 10:38$).

11-G-3-b For Reserves, vacation days used shall correspond to the total pay value of the reserve days dropped as set for in Section [11-G-3](#), not to the number of reserve days dropped. For example (assuming the 2024-2025 vacation year), a Reserve drops three (3) reserve availability days with a pay value of five and one-quarter (5:15) hours per day for a total pay value of fifteen hours and forty-five minutes (15:45). This would require the use of 3.71 vacation days (each with a pay value of four and one-quarter (4.25) hours) to cover the pay value of fifteen hours and forty-five (15:45) ($3.71 \times 4.25 = 15.75$).

11-G-4 Lineholder requests shall be considered within the Trip Trading process; however, it is recognized that, because of better ability to forecast on a short-range basis, as well as changing requirements, later requests may be granted after earlier requests were denied. Reserve requests shall be considered on a first-come-first-serve basis.

11-G-5 A vacation drop(s) may be allowed which exceeds the Pilot's vacation year's accrual, as defined in Section [11-G-3](#), as of the time of the drop; however, should the Pilot later leave the Company before earning enough vacation to cover this drop(s), the value of the drop(s) shall be deducted from his last paycheck and/or from other monies owed the Pilot by the Company.

11-G-6 With mutual concurrence between the Company and the Pilot, the days associated with a vacation drop that was administered through the automated trip-trade system may be split up and/or moved in that Bid Period, except that such days may not be moved to or from the current

day, or to or from any preceding days. Any days so moved shall continue to count as work days for purposes of MDO compliance.

11-G-6-a However, vacation may be moved from the current day to assign the Pilot a Trip that starts on the current day and begins at a location that is not an Equipment-Base for the Pilot's Equipment.

11-H Vacation Forfeiture

11-H-1 Any vacation days that remain unawarded at the end of the Vacation Year shall be forfeited. As soon as possible, but no later than June 16th following the Vacation Year, the Company shall make a contribution in accordance with Sections [22-A-1-j](#) and [24-G-4](#) for any Pilot who has forfeited vacation. The amount of the contribution shall equal the number of forfeited vacation days (up to a maximum of twenty-one (21) days) multiplied by the amount specified in Section [3-F-1](#), multiplied by the Pilot's hourly rate of pay as of the end of the Vacation Year, and increased by the percentage specified in Section [22-A-1-a](#). Any unused vacation in excess of twenty-one (21) days shall be paid out as regular earnings in the Pilot's paycheck.

11-I Military Pilot Vacation Allocation

11-I-1 For purposes of this Section [11-I](#), a "Military Vacation Pilot" is a Pilot on a Military Leave of Absence during a bid cycle of the annual vacation bidding process.

11-I-2 If feasible within technology and corporate security constraints, the Company will provide access to the annual vacation bidding system during the periods of annual vacation bidding for all Pilots on Military Leave who have an allotment of vacation days to bid.

11-I-3 A Military Vacation Pilot who took Military Leave during a bid cycle of the annual vacation bidding process defined in Section [11-E-3](#) of the Agreement, shall be allowed to have his vacation allocation awarded in accordance with this Section [11-I](#) for that cycle, provided he was on Military Leave for at least one (1) day of the bidding cycle and did not place a bid for that cycle.

11-I-4 The Company shall, upon the Military Vacation Pilot's request, cancel any unused vacation awarded in vacation bid cycles in which the Military Vacation Pilot met the criteria outlined in Section [11-I-3](#), above, and such vacation days shall be considered as available to be awarded in accordance with this Section [11-I](#). A Military Vacation Pilot utilizing this provision shall give notice of cancelation no later than thirty (30) days following his return to active status from the Military Leave that affected the bidding cycle for which he may cancel vacation. A Military Vacation Pilot may give notice to the Company of his desire to cancel any or all awarded vacation prior to departing for Military Leave that he expects would conflict with a cycle of the annual vacation bid during which the vacation would be awarded.

11-I-5 Any Military Vacation Pilot who has canceled vacation in accordance with Section [11-I-4](#), above, may reschedule his canceled vacation in any future vacation period that was awarded to a Pilot junior to him in the applicable cycle, provided that such vacation does not conflict with scheduled training or OE blocker days. In addition, if consolidation is required, a Military Vacation Pilot is not eligible to be awarded vacation in either of the next two (2) Bid Periods following the Bid Period in which the Military Vacation Pilot is scheduled to complete training. All rules concerning the bidding and awarding of vacations within a cycle that would have applied had he

been awarded the vacation as a result of a bid will also apply (e.g., only two vacation periods awarded in the Primary cycle and no more than three vacation periods in the Primary and Secondary cycles combined, etc.) A Military Vacation Pilot utilizing this provision shall select his vacation periods no later than thirty (30) days following his return to active status from the Military Leave that affected the bidding cycle for which he may select vacation.

11-I-6 The Military Vacation Pilot's selection of vacation shall be measured against junior Pilots in the Category the Military Vacation Pilot would have held in the May Bid Period of the vacation year, considering any election made by the Military Vacation Pilot pursuant to Section [12-D-3-b](#) of the Agreement and the effective date of when the Military Vacation Pilot would have been advanced to that position.

11-I-7 Should the Military Vacation Pilot's exercise of Section [12-D-3-b](#) result in a Category change for the Military Vacation Pilot which would have occurred after the beginning of the May Bid Period of the vacation year, the Military Vacation Pilot's vacation award for the vacation year may be cancelled in accordance with Section [11-F-4](#) of the Agreement and, if so, the Military Vacation Pilot may bid his unused vacation allocation in the monthly vacation bid but will be ineligible for the provisions of this Section [11-I](#).

11-I-8 Military Vacation Pilots who retain unawarded vacation at the end of the vacation year shall have such vacation treated in accordance with Section [11-H](#) of the Agreement.

11-I-9 Any modification to vacation awards under this Section [11-I](#) must be requested not later than seventy-two (72) hours prior to the time that bidding for Monthly Schedule Preferencing for the affected month closes.

Section 12- Leaves of Absence

12-A Personal Leave (“PLA”)

12-A-1 When the requirements of the service permit, a Pilot may be granted a personal leave of absence up to a maximum of five (5) years for any reason deemed adequate by the Company.

12-A-2 Longevity shall cease to accrue after the first thirty-six (36) months of continuous personal leave.

12-B Medical Leave (“MLA”)

12-B-1 A Pilot may remain on medical leave of absence for up to seventy-two (72) months. He shall only continue to accrue longevity for the first thirty-six (36) months of continuous medical leave of absence.

12-B-2 A Pilot who is unable to return to Active status at the conclusion of seventy-two (72) months on medical leave of absence shall be removed from the Seniority List, except as provided in Section [6-D-2](#).

12-C Company Offered Leaves of Absence (“COLA”)

12-C-1 Nothing herein shall prevent the Company from offering COLAs to Pilots within a Category. The number, location and duration of such COLAs shall be at the Company’s discretion. COLA awards and COLA extensions shall be granted in seniority order within the Category.

12-C-2 Furlough Avoidance COLAs

12-C-2-a Furlough Avoidance COLAs offered as provided in Section [7](#) shall be offered and granted in system seniority order, without regard to Category.

12-C-2-b Furlough Avoidance COLAs may be offered before, after, or simultaneously with an offer of voluntary furlough. If offered sequentially, the Company shall offer both a COLA and a voluntary furlough, if necessary, until full subscription is reached or until there are no more Pilot volunteers, whichever occurs first. If such COLAs and voluntary furloughs are offered simultaneously, Pilots may elect either option.

12-D Military Leave (“MLOA”)

12-D-1 Unless required by law, a Pilot may not exceed six (6) consecutive years of military leave. This six (6) year limit shall not commence until all furloughed Pilots are offered recall.

12-D-2 Notwithstanding Section [11-A-4](#), a Pilot shall accrue vacation for the first ninety (90) consecutive days of military leave. Thereafter, he shall have his vacation accrual reduced by one-twelfth (1/12) for each full Bid Period he is on a military leave of absence in excess of ninety (90) days.

12-D-3 Return from Military Leave

Notwithstanding the requirements of Section [8-E-5-f](#) and Section [12-H](#), the following shall apply to a Pilot who returns from a military leave of absence:

12-D-3-a If a Pilot was displaced pursuant to Section [8](#) while on military leave, when he returns to Active Service with the Company, in addition to the option in Section [12-D-3-b](#), he shall be permitted to displace to any Category that his seniority entitles him.

12-D-3-b A Pilot returning to Active Service with the Company shall be eligible to be awarded a position in any Category as follows:

12-D-3-b-(1) The Pilot shall make his request no later than ten (10) days after first notifying the Company of his intention to return to work or the date he is scheduled to report for training, whichever is first;

12-D-3-b-(2) The Category to be awarded is one in which the Pilot could have been awarded during the vacancy bidding process while he was on military leave (including, for a Pilot who went directly from furlough status to MLOA status, those unfilled vacancy awards assigned to junior Pilots under Section [7-A-2](#)). If the Pilot's seniority can no longer hold the awarded Category, he shall exercise displacement rights; and

12-D-3-b-(3) The returning Pilot shall have any freeze associated with such vacancy commence on the date that the vacancy was awarded to a junior Pilot.

12-E Family & Medical Leave ("FMLA")

In accordance with the Family and Medical Leave Act ("the Statute") except as specifically modified herein, an FMLA shall be available to eligible Pilots as follows:

12-E-1 The Pilot shall request FMLA in writing or electronically in accordance with Company policy.

12-E-2 Family members for purposes of FMLA are:

12-E-2-a Spouse, as recognized in the Pilot's state of residence or "Domestic Partner" as defined in Section [24-A-7](#).

12-E-2-b Parent, including a biological parent or a person who raised the Pilot as a child; or

12-E-2-c Son or daughter, including biological, adopted, foster, or stepchild, or other minor (under eighteen (18) years of age) for whom the Pilot is a primary care giver, or such person over age eighteen (18) if that person is incapable of self-care due to a physical or mental disability.

12-E-3 Pilots may take FMLA for the following purposes:

12-E-3-a Recovery/rehabilitation from a serious health condition (one which requires in-patient or continuing treatment);

12-E-3-b To care for a family member with a serious health condition;

12-E-3-c Birth of a child; or

12-E-3-d Placement of a child with the Pilot for adoption or foster care.

12-E-4 Duration

Pilots shall be entitled to a maximum of (90) days of FMLA in any rolling twelve (12) month period. A rolling twelve (12) month period is determined by counting backwards twelve (12) full months from the first day of any FMLA.

12-E-5 Required Documentation

12-E-5-a The Company may require sufficient medical documentation prior to granting FMLA in cases where leave is based on the Pilot's or his family member's serious health condition. The Company may also request periodic evidence of continuing eligibility, but no more frequently than once every two (2) months.

12-E-5-b A Pilot shall be afforded fifteen (15) days from receipt of such request to provide the necessary documentation.

12-E-6 Extensions of FMLA

12-E-6-a For events other than the birth or adoption of a child covered in Section [12-F](#) (Maternity/Parental Leave of Absence), a Pilot is entitled to extend a FMLA up to six (6) consecutive months. The FMLA may thereafter be extended for an additional three (3) months on a month-to-month basis with Company approval.

12-E-6-b A Pilot shall not be entitled to the benefits of the Statute during extension(s) of FMLA, but shall be entitled to the benefits provided by Section [12-E](#).

12-E-7 Intermittent FMLA

A Pilot using FMLA to recover from a serious health condition or to care for a family member who has a serious health condition may take the FMLA on an "intermittent" basis as defined in the Statute, in accordance with Section [12-E-8](#) if the treating medical care provider certifies the necessity for so doing.

12-E-8 Tracking FMLA

12-E-8-a For purposes of tracking FMLA usage the ninety (90) day maximum entitlement described above shall be converted to a 250 hour FMLA bank (based on eighty-three and thirty-three one hundredths (83.33) hours per Bid Period).

12-E-8-a-(1) For purposes of tracking intermittent leave, a Pilot shall be charged the actual time missed or four hours and nine minutes (4:09) for each day or portion of a day missed, whichever is less.

12-E-8-a-(2) For purposes of tracking non-intermittent leave, each day used shall reduce the available bank by two hours and forty-seven minutes (2:47).

12-E-9 FMLA General

12-E-9-a A Pilot must provide advance notice when practicable. Thirty (30) days advance notice is required for leaves which are reasonably foreseeable, such as the birth of a child, or for planned medical treatment.

12-E-9-b Should the Statute be amended, any amendments shall be incorporated herein, and the parties shall promptly meet and agree on the nature and extent of any such changes required to this Section [12](#).

12-E-9-c FMLA is unpaid except that:

12-E-9-c-(1) A Pilot suffering from a serious health condition, a pregnant Pilot, or a Pilot giving birth may use paid sick leave and ESB prior to using FMLA.

12-E-9-c-(2) Prior to beginning FMLA, a Pilot may use vacation that was accrued for use in the next vacation year as defined in Section [11-G-1](#). The use of vacation prior to FMLA should be pre-loaded prior to Monthly Schedule Preferencing whenever possible and, when preloaded, shall pay and credit in accordance with Section [11-C](#). Pay for any necessary Trip or Reserve Day drop known after Monthly Schedule Preferencing will be in accordance with Section [11-G-3](#) Vacation Trip Drop. Such vacation trip drops shall not be subject to company discretion.

12-E-9-c-(3) In addition to the entitlement in Section [12-E-9-c-\(2\)](#), when a Pilot takes FMLA for the birth or adoption of a child, the Pilot may use current year's vacation in accordance with the provisions below, or next year's vacation to cover the absence in accordance with Section [12-E-9-c-\(2\)](#). Such vacation trip drops shall not be subject to company discretion.

12-E-9-c-(3)-(a) When using current year's vacation, each vacation day shall pay the amount specified in Section [3-F-1](#) of Add Pay and credit the amount specified in Section [5-B-1-c-\(3\)](#) of Line Credit value.

12-E-9-c-(3)-(b) Unless otherwise selected by the Pilot, the number of current year Vacation Days used to cover the absence will match the number of Days in the Trip or the number of reserve days dropped. The Pilot may choose to increase the number of current year Vacation Days used to cover the absence, up to the full pay value of the dropped Trip or five and one-quarter (5:15) hours per reserve day being covered, by dividing the pay value of the drop by the value of a Vacation Day and rounding up to the next whole number. For example, assuming the 2024-2025 vacation value of four and one-quarter (4.25) hours per day, if a Lineholder drops a two-day Trip worth ten and one-half (10.5) hours, three (3) days of vacation may be used and the Pilot will receive twelve and three-quarter (12.75) hours of Add Pay for the dropped Trip. Or, if a reserve Pilot drops one (1) day of reserve, two (2) vacation days may be used, and the Pilot will receive eight and one-half (8.5) hours of Add Pay for the dropped reserve day.

12-E-9-c-(3)-(c) Following such a drop, a Lineholder's PTC will be reduced in accordance with Section [3-C-1](#) and a reserve's MPG will be reduced by four hours, seventeen minutes and thirty-nine seconds (4:17:39) per day for the number of reserve days dropped. A Lineholder's PTC and LPV will be reduced by the value of the Trip at the time of the drop. The dropped Trip or reserve days will continue to count toward a Pilot's Nonflying Hours per [5-B-2-b-\(2\)](#) or [5-B-2-c-\(2\)](#).

12-E-9-c-(3)-(d) The Pilot shall designate which Vacation Days from the current vacation year are used, provided such days are either unawarded or are at the beginning or end of a contiguous string of vacation days. During Monthly Schedule Preferencing, no vacation which is scheduled in the Bid Period being preferenced may be used.

12-E-9-d FMLA shall not be considered in any assessment of a Pilot's reliability.

12-E-9-e FMLA shall not be canceled without Pilot concurrence.

12-E-9-f If a Pilot is working a Trip and it becomes necessary for him to return home to begin the planned FMLA leave for the birth or adoption of a child, he shall be provided NRPS travel to his home.

12-E-10 A Pilot who experiences an FMLA-qualifying event but does not meet the statutory requirements for FMLA shall be granted a Personal Leave not to exceed twelve (12) weeks. The Pilot shall be treated for all other purposes under the provisions of this Section [12-E](#) and shall be eligible to maintain Medical/Dental/Vision insurance at Active Pilot rates during the period of a Personal Leave granted in accordance with this Section [12-E-10](#).

12-F Maternity/Parental Leave of Absence ("MPLA")

12-F-1 When an active Pilot's medical condition requires, a pregnant Pilot shall be entitled to an MPLA of up to the greater of ninety (90) days or the length of time medically required, such leave to be inclusive of any FMLA entitlement pursuant to Section [12-E](#). At the conclusion of this MPLA, she may extend her leave by as much as nine (9) months. In addition she may take her leaves (one of which may be for reasons not related to her medical condition; e.g., visiting Grandparents) in non-consecutive blocks, as long as (-1-) they are completed within one (1) year of the birth; (-2-) each block of days off is at least seven (7) days long; and (-3-) each work block between blocks of days off is at least fourteen (14) days long.

12-F-1-a As part of the benefit provided in this Section [12-F-1](#), non-probationary, active Pilots who are medically required to cease flying or who give birth to a child will be provided pregnancy disability/childbirth recovery leave during their period of disability for a maximum of eight (8) weeks of MPLA per pregnancy and shall be paid by the Company in accordance with Section [3-G](#). This paid leave must be taken continuously, starting either prior to or immediately following the birth of the Pilot's child and can bridge across the birth of the Pilot's child. This paid leave when applicable and to the extent permitted by law, will run concurrently with any paid or unpaid leave required under any applicable federal, state or local leave laws, including but not limited to leave under the federal Family and Medical Leave Act (FMLA). The amount of leave cannot be scheduled so as to extend the available leave under applicable federal, state or local law.

12-F-2 All Pilots shall be eligible for fourteen (14) days of Parental Leave, paid by the Company in accordance with Section [3-G](#), for the birth, adoption, surrogacy, guardianship or fostering of a child. Following this fourteen (14) day period, the Pilot may take an additional fourteen (14) days of unpaid Parental Leave. Any such unpaid leave shall count towards the limits contained in Section [12-F-1](#) and [12-F-3](#), respectively, but may be taken separately.

12-F-2-a Example 1: A pregnant Pilot takes all leave provided in Sections [12-F-1-a](#) and [12-F-2](#). The Pilot's cumulative leave is twelve (12) weeks, of which ten (10) weeks are paid by the Company in accordance with Section [3-G](#). The Pilot remains eligible for any other remaining leave provided in Section [12-F-1](#), though the fourteen (14) days of unpaid leave taken in accordance with Section [12-F-2](#) shall count towards the ninety (90) day leave period provided in Section [12-F-1](#).

12-F-2-b Example 2: A Pilot who is not eligible for leave in accordance with Section [12-F-1](#) takes the full leave provided in Section [12-F-2](#). The Pilot's cumulative leave would be twenty-eight (28) days, of which fourteen (14) days would be paid by the Company in accordance with Section [3-G](#). The Pilot remains eligible for an additional seventy-six (76) days of leave provided by Section [12-F-3](#) (ninety (90) days minus fourteen (14) days already taken).

12-F-3 A Pilot who does not fall under Section [12-F-1](#) shall be entitled to a MPLA of up to ninety (90) days, inclusive of any FMLA entitlement, pursuant to Section [12-E](#) in conjunction with the birth or adoption of a child. At the time the Pilot takes their leave, the Pilot may extend their leave by as much as nine (9) months, but such leave must be taken as a single block of time, and must be completed within one (1) year of the birth or placement.

12-F-4 In both cases above in Sections [12-F-1](#) and [12-F-3](#), the MPLA may thereafter be extended for an additional three (3) months on a month-to-month basis with Company approval.

12-F-5 A Pilot who is pregnant may elect to exhaust paid sick leave and ESB prior to using MPLA entitlements.

12-F-6 A Pilot may elect to exhaust unused vacation remaining available in the current year prior to beginning MPLA or after its completion.

12-G Emergency Leave of Absence ("ELA")

12-G-1 An ELA for an illness (life threatening or otherwise), injury or death of an immediate family member (as defined in Section [12-G-3](#)) or ELAs for the death or life-threatening illness of relatives other than the Pilot's immediate family members shall be granted for up to ninety (90) days without pay at the request of the Pilot.

12-G-2 ELA extensions in excess of ninety (90) days in any twelve (12) month period may be granted at the discretion of the Company. ELAs may be counted for purposes of FMLA when applicable.

12-G-3 Immediate family members for purposes of an ELA include: spouse, child, mother, father, brother, sister, grandparent, grandchildren, parent-in-law, Domestic Partner and wholly dependent relatives residing in the employee's home (including stepchildren and stepparents).

12-H Return From Leave

12-H-1 A Pilot returning from leave is responsible for contacting the Company to establish return to work processing requirements. Company services required to fulfill administrative processing requirements shall be made available to a Pilot without delay, and the Pilot shall take the necessary actions to satisfy those requirements, including initiating background checks. A Pilot may initiate these processing requirements prior to providing return notice.

12-H-2 A Pilot returning from an unpaid leave who requires training and/or administrative processing (e.g. obtaining FAA medical certificate, DOT drug testing, finger printing, etc.) may return to active pay status pursuant to either Section [12-H-2-a](#) or Section [12-H-2-b](#). A Pilot may change from Section [12-H-2-b](#) to Section [12-H-2-a](#) once after providing his return notice to the Company.

12-H-2-a When he has fully complied with all administrative processing requirements necessary to commence flight training, he may notify the Company that he is immediately available for training, and:

12-H-2-a-(1) Upon such notification, the Pilot shall immediately begin to accrue 2:20 MPG until May 1, 2024 and 2:20 PTC thereafter, as applicable, per day, in accordance with the provisions of Section [3-C-1-a-\(1\)](#).

12-H-2-a-(2) If thirty (30) days after his notification the Pilot has not begun training due to the Company not making training available, he shall be paid two and eight-tenths (2.8) hours per day from the thirty-first (31st) day until the day he begins training.

12-H-2-a-(3) Effective on the later of thirty-one (31) days after such notification provided in Section [12-H-2-b](#) or the date he is available for training, a Pilot who has changed from option Section [12-H-2-b](#) to Section [12-H-2-a](#) shall be paid two and eight-tenths (2.8) hours per day.

12-H-2-a-(4) Such Pilot will be considered to have waived the minimum-notice requirements in Section [12-H-6](#).

12-H-2-b Prior to complying with all administrative processing requirements, he may give the Company notice of at least thirty (30) days prior to the date he is available to begin training, and:

12-H-2-b-(1) He shall be paid two and eight-tenths (2.8) hours per day beginning the later of thirty-one (31) days after such notification or the date he is available for training.

12-H-2-b-(2) He shall not be required to attend training prior to his declared date of availability.

12-H-2-b-(3) They shall be allowed to participate in Monthly Schedule Preferencing for any days not pre-loaded with an absence or activity.

12-H-3 The return from unpaid leave provisions in Section [12-H-2](#) shall not apply to a Pilot returning from an MLOA.

12-H-4 A Pilot receiving LTD benefits shall notify the Chief Pilot's Office within three (3) Business Days of regaining the required medical certification. A Pilot shall continue to receive LTD benefits until the earlier of:

12-H-4-a the date the Pilot commences training; or

12-H-4-b fifteen (15) days following the date the Pilot regained the required medical certification at which time the Pilot shall be placed in paid status at two and eight-tenths (2.8) hours pay per day for his bid position.

12-H-5 Except as otherwise provided in Section [12-D-3](#) (MLOA), a Pilot returning from an authorized leave of absence shall return to the Category he held prior to the beginning of such leave unless he has received a vacancy or displacement award during such leave of absence. If he has, he shall return to the Category resulting from such award. Except as otherwise provided in Section [12-D-3](#) (MLOA), a Pilot who went directly from furlough status to an authorized leave of absence shall, upon returning from the authorized leave of absence, select from those advertised

but unfilled vacancies he could have held as a member of his imputed recall class, had he not gone directly on leave of absence, unless he has received a vacancy or displacement award during such leave of absence. If he has, he shall return to the Category resulting from such award. In addition, the period(s) of absence shall not apply to the time limits prescribed in Section [8-F](#).

12-H-6 When training is required, the Pilot shall be notified as far in advance as possible but in no case less than seven (7) days prior to being scheduled to receive such training. If the Pilot waives the notification requirement and he does not have a scheduled calendar day off between the time of notification and the time he is required to travel to training, he shall be provided with a calendar day off within seven (7) days from the time he is required to travel to training. All training for a Pilot returning from leave shall be considered as requalification training in accordance with Section [9-B-1](#), even if the individual Pilot's training plan is identical to another form of training.

12-I Leaves of Absence General

12-I-1 Except as otherwise provided in Sections [12-A-2](#) (PLA) and [12-B-2](#) (MLA), a Pilot shall accrue longevity while on a leave of absence.

12-I-2 The Company shall allow access to CCS, or its equivalent, to Pilots on a leave of absence in order to allow them to update their address, access employee reservations, update their standing system staffing bid, and input vacancy, displacement and vacation bids.

12-I-3 Except as otherwise provided in Sections [12-E-9-c-\(1\)](#) and 12-F-5, sick leave with pay and/or ESB shall not be granted while a Pilot is on a leave of absence.

12-I-4 Any dispute arising under this Section [12](#) concerning the physical fitness of a Pilot shall be settled in accordance with Section [14](#).

12-I-5 A Pilot on a Leave of Absence taken under this Section [12](#) shall receive vacation pay for previously-awarded vacation, if any, at the time such vacation would have been taken but for the Leave of Absence. However, a Pilot may request to instead have the vacation cancelled provided he notifies the Company of such request no later than the last day of the Bid Period preceding the vacation. Vacation cancelled pursuant to this Section [12-I-5](#) shall be available for the Pilot to bid in the monthly vacation bidding process, if he returns from leave in time to bid for a vacation award that occurs prior to the end of the Vacation Year. Any cancelled vacation days that remain unawarded at the end of the Vacation Year shall be treated in accordance with Section [11-H](#).

12-I-6 When a dispute arises over the Company's interpretation and/or application of state sick or "kin care" laws, the Company and the Association will meet to discuss the issue(s) related to the dispute. Notwithstanding this agreement to meet and discuss, the Company maintains the right to interpret and/or apply the state sick or "kin care" law as it deems fit. Nothing in this provision prohibits either the Company or a Pilot or the Association from exercising their rights with a state agency or court.

12-J Benefits While On Leave

Benefits provided while on a leave of absence shall be governed as shown in the chart below.

Leaves of Absence Benefits Chart

Leave Type	Medical/ Dental/ Vision	Basic Life	Voluntary Life	Personal Accident	Voluntary Personal Accident	LTD
Personal (PLA)	YES Pilot pays full premium cost for duration of PLA	YES 180 days only - at Pilot's expense	YES At Pilot's expense	NO	YES At Pilot's expense	YES Pilot pays 100% cost
Furlough (FLA)	YES Active rates for 90 days, then COBRA	YES 90 days only	YES At Pilot's expense	YES 90 days only	YES At Pilot's expense	NO
Maternity/ Parental (MPLA)	YES Active rates for duration of MPLA	YES 180 days only - at Pilot's expense	YES At Pilot's expense	YES At Pilot's expense	YES At Pilot's expense	YES Pilot's cost share for 6 months, then Pilot pays 100% cost
Medical (MLA)	YES Active rates for 36 months, then COBRA	YES At Pilot's expense at conversion rate	YES At Pilot's expense	YES At Pilot's expense	YES At Pilot's expense	YES Pilot's cost share for 6 months; then Pilot pays 100% cost
Military (MLOA)	YES Active rates for 36 months, then Pilot pays full premium cost for duration of MLOA	YES 90 days, then at Pilot's expense	YES At Pilot's expense	YES 90 days, then at Pilot's expense	YES At Pilot's expense	YES Pilot's cost share for 6 months; then Pilot pays 100% cost
COLA	YES Pilot pays full premium cost for duration of COLA	YES 180 days only - at Pilot's expense	YES At Pilot's expense	YES At Pilot's expense	YES At Pilot's expense	YES Pilot pays 100% cost
COLA (furlough)	YES Active rates for duration of COLA	YES 180 days only - at Pilot's expense	YES At Pilot's expense	YES At Pilot's expense	YES At Pilot's expense	YES Pilot pays 100% cost
LTD	YES Active rates for duration of LTD	YES	YES Reimbursement/ waiver of premium: §24-I-7-a	YES	YES At Pilot's expense	YES Premium waived *
Emergency (ELA)	YES COBRA	YES At Pilot's expense at conversion rate	YES At Pilot's expense	YES At Pilot's expense	YES At Pilot's expense	YES Pilot pays 100% cost

All benefits continue at Active rates through the end of the calendar month in which the leave begins, except if the leave begins on the first day of the calendar month, benefits stop the last day of the previous calendar month.

Full premium cost is COBRA rate without the administrative load of 2%.

*Premium waived upon application for LTD benefits subject to LTD Plan Document (Article 6.3).

Section 13- Sick Leave

13-A Accrual, Restoration and Pay

13-A-1 Sick Leave Accrual

Except as provided in Sections [13-A-1-a](#) and [13-A-1-b](#), for each Bid Period of Active Employment, six (6) hours of sick leave shall be deposited into a Pilot's sick leave bank up to a maximum of 1300 hours.

13-A-1-a Rapid Accrual

13-A-1-a-(1) At the conclusion of a single continuous sick leave absence during which a Pilot uses more than 170 hours of sick leave, they shall then accrue sick leave at the rate of seven (7) hours each Bid Period until he accrues an amount equal to the amount used (excluding ESB) during that single continuous sick leave absence.

13-A-1-a-(2) At the conclusion of a single continuous sick leave absence due to occupational injury or illness during which a Pilot initially uses more than forty (40) hours of sick leave, he shall then accrue sick leave at the rate of seven (7) hours each Bid Period until he accrues an amount equal to the net amount of sick leave he used during that single continuous sick leave absence. The 'net amount of sick leave used' shall be determined after his sick leave bank is restored (if applicable) under the provisions of Section [13-A-6](#).

13-A-1-a-(3) For purposes of this Section [13-A-1-a](#), a "single continuous sick leave absence" shall end when a Pilot is available for assignment. It shall not end due to vacation or other absence.

13-A-1-a-(4) The sick leave usage threshold contained in this Section [13-A-1-a](#) shall include use of ESB (not including the 15-hour waiting period). For example, a Pilot who uses 120 hours of sick leave and sixty (60) hours of ESB in a single continuous absence shall be eligible for Rapid Accrual as provided in Section [13-A-1-a-\(1\)](#). The Pilot would accrue sick leave in accordance with Section [13-A-1-a-\(1\)](#) only until the Pilot has restored the 120 hours of sick leave used.

13-A-1-b New Hire Pilot

No later than completion of initial training, a new hire Pilot will accrue all sick leave that they otherwise would accrue during their first twelve (12) Bid Periods of Active Employment (e.g., if the Pilot has accrued twelve (12) hours to-date, they will accrue sixty (60) more hours of sick leave by the completion of initial training). Thereafter, the Pilot will not accrue sick leave until their thirteenth (13th) Bid Period of Active Employment.

13-A-2 Restoration of Sick Leave

13-A-2-a Reserve in his first year of Active Service shall be entitled to restore sick leave during the Bid Period in which the sick leave absence occurred by trading one (1) scheduled reserve day off for each specific work day missed due to sick leave. The scheduled reserve day off to be used to restore the sick leave must be approved by the Company.

13-A-2-b With Company concurrence, a Lineholder may pick up a Trip that begins on the second or subsequent day of a sick-leave absence. The pay value of the Trip he picks up shall restore the sick leave used for the sick-leave absence on an hour-for-hour basis. Any additional pay value shall be added to the Pilot's Line Pay Value. A trip picked up under this provision is not eligible for Lineholder Premium Pay found in Section [20-H-4](#). A Lineholder is eligible to be assigned a Senior Manning Trip under this provision, provided that the assignment is processed under the provisions of Sections [20-H-5-c-\(2\)-\(c\)](#) or [20-H-5-c-\(3\)-\(c\)](#).

13-A-2-c A Lineholder who so indicates shall be allowed to restore sick leave (on an hour-for-hour basis) during the Bid Period in which the sick leave occurred or the following Bid Period by using the pay value of a Trip picked up from open time on a day(s) off in accordance with Section [20-H-2](#). A trip(s) may only be used for restoration if it was picked up following the Lineholder's notification to the Company of their sick leave absence.

13-A-3 Sick leave with pay shall be granted up to the number of hours of sick leave accumulated by the Pilot, as follows:

13-A-3-a Lineholder Sick Leave Pay

13-A-3-a-(1) For each sick leave absence included in Monthly Schedule Preferencing, a Lineholder shall be paid and his sick leave bank shall be debited three (3) hours.

13-A-3-a-(2) For each day of training missed due to sickness, a Pilot shall be paid and his sick leave bank shall be debited the pay value of the training day in accordance with Section [3-E](#).

13-A-3-a-(3) For all other sick leave absences, a Lineholder shall be paid and his sick leave bank shall be debited the pay value of the Trip(s) missed, or portion thereof, due to sickness.

13-A-3-a-(4) When a Lineholder becomes sick after departing on the originating leg of his current Trip, he will be paid the pay value of the Trip in dollars as it existed at the time he became sick. The Trip will be rebuilt using the next legal deadhead back to the Pilot's Base (if necessary) to establish an hourly value of that rebuilt Trip. If the hourly value of the rebuilt Trip is less than the hourly value of the Trip as it existed at the time he became sick, then the Pilot's sick bank will be debited the difference in hours. If the Pilot received Add Pay under Section [20-H-4](#) or [20-H-5](#) when the Trip was assigned, such Add Pay will be recalculated by applying the appropriate percentage to the pay value of the rebuilt Trip.

13-A-3-b Reserve Sick Leave Pay

13-A-3-b-(1) For each day of sick leave included in Monthly Schedule Preferencing, a Reserve shall be paid and his sick leave bank shall be debited three (3) hours.

13-A-3-b-(2) For each reserve day missed (to include reserve days the Reserve had previously been assigned a Trip or training) due to sickness, a Reserve shall be paid and their sick leave bank shall be debited four hours and eighteen minutes (4:18).

13-A-3-b-(2)-(a) If a Reserve calls sick for a future reserve day within a block of reserve days, the Company may elect to place the Pilot on sick leave for any remaining reserve days within that block prior to the original sick leave day.

13-A-3-b-(3) If a Long Call Reserve is sick and notifies the Company after 0600 on a reserve day and the sick leave is for more than one (1) day, he shall not be charged sick leave for the first day.

13-A-3-b-(4) If a Reserve notifies the Company that he is available for duty on a day for which he had previously called in sick, the following shall apply:

13-A-3-b-(4)-(a) If he is available for duty on the current day, he shall be advised by the Company at the time of the call if sick leave for the current day shall be removed. If removed, he may be given a Short Call assignment beginning at or after the time of the call. If unused, such Short Call assignment shall not apply toward the MPG provisions of Section [3-C-1-b-\(1\)](#).

13-A-3-b-(4)-(b) If he is available for duty on the next day and it is 1200 or earlier on the current day, the sick leave for the next day and any subsequent day(s) shall be removed.

13-A-3-b-(4)-(c) If he is available for duty on the next day and it is after 1200 on the current day, he shall be advised by the Company at the time of the call if sick leave for the next day shall be removed. Sick leave for any subsequent day(s) after the next day shall be removed.

13-A-3-b-(4)-(d) On any day that sick leave is removed and the Pilot returns to availability, the Pilot shall not be charged sick leave for that day.

13-A-3-b-(5) For each day of training included in Monthly Schedule Preferencing that is missed due to sickness, a Reserve shall be paid and his sick leave bank shall be debited the pay value of the training day in accordance with Section [3-E](#).

13-A-3-b-(6) For a sick leave absence on a day in which a Reserve has also performed any flying (or deadhead), his sick leave bank shall not be debited. When a Reserve becomes sick after departing on the originating leg of his current Trip, the Trip will be rebuilt using the next legal deadhead back to the Pilot's Base (if necessary) to establish the pay value of that rebuilt Trip. If the number of days in the original Trip are in excess of the number of days in the rebuilt Trip, those excess days will revert back to reserve days. The Reserve's sick bank will be debited in accordance with Section [13-A-3-b-\(2\)](#) for each of those reserve days for which he remains on the sick list.

13-A-3-c Application of Sick Leave in Excess of 95 Hours

13-A-3-c-(1) For application of this Section [13-A-3-c](#), only PTC/LPV/MPG, PPU, SRM, VDO and Vacation pay shall be considered, including the application of sick leave or ESB in the calculation of the value, as applicable. The sum of these pay components shall be referred to as "Base Sick Hours". A Pilot shall be paid for all other compensation earned during the Bid Period that is not categorized as Base Sick Hours, without restriction.

13-A-3-c-(2) A Pilot may not be paid more than ninety-five (95) Base Sick Hours in any Bid Period in which sick leave or ESB is debited to bring the Pilot to ninety-five (95) Base Sick Hours. Base Sick Hours accrued in excess of ninety-five (95) hours in a Bid Period shall first be applied to restore any sick leave or ESB used during the Bid Period on an hour-for-hour

basis. Once all sick leave and ESB has been restored, the Pilot's Base Sick Hours may continue to accrue beyond ninety-five (95) hours.

13-A-3-c(3) Examples

13-A-3-c(3)-(a) Example 1: A Pilot has one hundred five (105) Base Sick Hours, comprised of ninety (90) hours of PTC/LPV and fifteen (15) hours of PPU. The Pilot calls in sick for a (non-PPU) twenty (20) hour Trip. The Pilot shall be paid ninety-five (95) hours for the Bid Period and debited for ten (10) hours of sick leave. This is because by application of 13-A-3-c(2) the Base Sick Hours in excess of ninety-five (95) hours shall first reduce the debit of sick leave. The Pilot had ten (10) hours of Base Sick Hours in excess of ninety-five (95), and those ten (10) hours are applied to reduce the sick leave debited from twenty (20) hours to ten (10) hours.

13-A-3-c(3)-(b) Example 2: If the Pilot in Example 1 was reassigned on a Trip, resulting in eight (8) hours of Overtime Add Pay, the Pilot will be paid 103 hours for the Bid Period because Overtime Add Pay is not a component of Base Sick Hours.

13-A-3-c(3)-(c) Example 3: If the Pilot in Example 2 also picked up another Trip worth fifteen hours and forty-five minutes (15:45), the Pilot will be paid 108:45 and have zero (0) hours of sick leave debited. In this example, the Pilot's total Base Sick Hours are 120:45 for the Bid Period. Since the Pilot's Base Sick Hours exceed ninety-five (95), any sick leave shall be restored until the Base Sick Hours are reduced to ninety-five (95) (or until no sick leave remains to be debited as a portion of the Pilot's pay). Since the full amount of sick leave was restored prior to reaching ninety-five (95) hours, the Pilot will be paid 108:45, comprised of 100:45 in Base Sick Hours and eight (8) hours of Overtime Add Pay.

13-A-3-c(3)-(d) Example 4: A Voluntary Early Check (VEC) Reserve has four (4) Reserve blocks (resulting in eight (8) hours of Add Pay) consisting of seventeen (17) days of reserve (resulting in four hours and fifteen minutes (4:15) of Add Pay) for a total of seventy-three (73) hours of MPG and 12:15 of Add Pay for the Bid Period (resulting in 85:15 of total pay).

The Pilot has three (3) unused SCs, increasing their MPG to seventy-six (76) hours and total pay to 88:15. As a result of assignments while on Reserve, the Pilot flies four (4) Trips totaling eighty-six hours (86) of LPV and increasing the Pilot's total pay to 98:15 (the Reserve's MPG remains at seventy-six (76) hours).

The Reserve is then assigned a one-day trip worth five hours and fifteen minutes (5:15), increasing the Reserve's LPV to 91:15 and their total pay to 103:30. The Reserve calls in sick for this Trip. The Reserve's total pay is 102:33, including 90:18 of LPV and 12:15 of Add Pay. The Reserve's sick leave bank is debited 4:17:39 in accordance with Section [13-A-3-b\(2\)](#).

13-A-3-c(4) When a sick leave debit is restored in accordance with this Section [13-A-3-c](#) for a Trip in which the Pilot would be paid different hourly rates, the restored sick leave shall be applied first to the Flights with the lowest hourly rates of pay.

13-A-3-d When applying this Section [13-A-3](#) to an event for which a Pilot has not accumulated enough sick leave to cover the entire scheduled hourly value of the event, the Pilot's pay for sick leave shall be prorated based on the number of hours of accumulated sick leave the Pilot has and the scheduled value of the event in hours. The resulting proration factor shall then be applied to the total scheduled dollar value of the event. For the purpose of this provision the "total scheduled dollar value of the event" shall not include any Add Pay that would have attached to the event had the Pilot not utilized sick leave. If a Pilot utilizes other allowable methods (such as vacation) to cover additional value of the event not covered by sick leave, this calculation shall also be applied whenever some portion of the event remains unpaid.

13-A-3-d-(1) Example: A Lineholder has accumulated twelve (12) hours of sick leave and utilizes sick leave for a twenty (20) hour Trip. The scheduled pay value of the Trip in dollars is \$2000. The Pilot's sick bank shall be debited twelve (12) hours and he shall be paid the following: $12/20 * \$2000 = \$1200$.

13-A-3-e A Pilot who is directed to remain away from work by the Company, such as requirement to quarantine in accordance with Company policy, when the Pilot is otherwise fit to report for duty shall be paid for any Trip or Reserve day missed in accordance with Section [13-A-3-a](#) and [13-A-3-b](#), respectively, with no debit to their sick leave bank.

13-A-4 In lieu of the amount specified in Sections [13-A-3-a](#) and [13-A-3-b](#), a Pilot who is granted paid sick leave for an entire Bid Period shall be entitled to reduce that sick leave pay and his sick leave bank debited to any amount between fifty-nine (59) hours and the maximum line construction cap of his Category for that Bid Period. To exercise this option, a Pilot must notify the Company in writing within one (1) day after the end of the Bid Period in which he was granted the full Bid Period sick leave with pay. Additionally, a Pilot who is granted at least sixty (60) hours of paid sick leave in a Bid Period, who is not granted paid sick leave for the entire Bid Period, and who has no days of work (as defined in Section [6-C](#)) in the Bid Period shall be entitled to reduce that sick leave pay and his sick bank debited to any amount between fifty-nine (59) hours and the amount of sick leave due.

13-A-5 Sick leave with pay shall be granted only in cases of actual sickness. The Company may require a doctor's note before paying such sick leave. Dental and doctor appointments shall not be considered as a basis for paid sick leave, unless the Pilot can show that the dentist or doctor in question does not maintain office hours outside the Pilot's scheduled work time or on his days off.

13-A-5-a A Pilot may use up to thirty (30) hours of sick leave annually to care for a family member, as defined in Section [12-E-2](#) or by state regulation, whichever is more favorable to the Pilot. Use of sick leave to care for a family member may be subject to providing a doctor's note substantiating the family member's illness, unless prohibited by state regulation.

13-A-6 When a Pilot is absent due to occupational injury or illness, he must request payment for occupational illness or injury leave in writing not later than the pay period following his return to service. A doctor's note may be required before granting pay for this purpose. If he receives Workers' Compensation benefits and/or state disability benefits because of such absence, he shall turn over such benefits to the Company and shall have his sick leave bank restored to the extent

that the benefits offset the sick leave pay granted for such illness or injury. This offset shall not apply to payments for a permanent disability.

13-A-6-a If a Pilot has exhausted their career maximum of 540 hours of ESB, as provided in Section [13-B-1-a](#), and subsequently experiences an occupational injury or illness, the Company will pay protect the Pilot for the first ninety (90) days of the occupational injury or illness. Any such compensation will be offset from any earnings the Pilot receives from a State Workers' Compensation claim.

13-A-7 A Pilot paid in accordance with Section [13-A-3-a-\(4\)](#) or [13-A-3-b-\(6\)](#) will be paid any override provided in accordance with Section [3-I-1](#) based on the rebuilt Trip. Notwithstanding Section [4-A-1](#), the Pilot shall receive per diem based on the rebuilt Trip.

13-A-8 In the event a Pilot becomes sick after departing on the originating leg of his current Trip, such Pilot will be responsible for informing the Company if his condition prevents him from actually deadheading on the next legal deadhead back to his Base. In such case if the Pilot elects to return to his Base, the provisions of Section [5-C](#) will apply to the actual flight the Pilot uses to return to his Base, except that Section [5-C-1-g](#) will not apply. If the Pilot does not elect to return to his Base, Section [5-D-2](#) will apply.

13-B Extended Sick Bank (ESB)

13-B-1 Extended Sick Bank Accrual

13-B-1-a For each Bid Period of Active Employment in which a Pilot does not utilize ESB, four (4) hours of ESB shall be deposited into the Pilot's ESB up to a maximum of 180 hours. A Pilot may not accrue more than 540 hours of ESB during their career.

13-B-1-b Upon the start of initial training, a new hire Pilot shall be credited with 120 hours into their ESB. A new hire Pilot shall accrue ESB in accordance with this Section [13-B-1](#) starting in the first (1st) Bid Period after completion of initial training.

13-B-1-b-(1) On September 29, 2023, all Pilots will be credited with 120 hours into their ESB. Pilots will start accruing ESB in accordance with this Section [13-B-1](#) in the first (1st) full Bid Period following September 29, 2023.

13-B-2 Use of the Extended Sick Bank

13-B-2-a A Pilot must exhaust their Section [13-A](#) sick bank (hereafter "traditional sick bank"), followed by a fifteen (15) hour unpaid period, and provide sufficient medical justification to Corporate Medical and receives approval, prior to being paid from their ESB.

13-B-2-a-(1) Example: A Pilot has ten (10) hours in their traditional sick bank and fifty (50) hours in their ESB. The Pilot calls in sick for a thirty-four (34) hour Trip. If the Pilot elects to access their ESB, the Pilot will be paid nineteen (19) hours for the Trip (ten (10) hours from their traditional sick bank, the fifteen (15) hour waiting period, and nine (9) hours from their ESB) and the nineteen (19) hours will be debited from the Pilot's traditional sick bank and ESB, respectively. The Pilot will be paid from their ESB once the Pilot provides sufficient medical justification to Corporate Medical.

13-B-2-a-(2) Example: A Pilot has twenty (20) hours in their traditional sick bank and fifty (50) hours in their ESB. The Pilot calls in sick for two consecutive Trips, the first Trip having a value of twenty-four (24) hours and the second Trip having a value of nineteen (19) hours. If the Pilot elects to access their ESB, the Pilot will be paid a total of twenty-eight (28) hours for the Trips (twenty (20) hours from their traditional sick bank, the fifteen (15) hour waiting period, and eight (8) hours from their ESB), and the twenty-eight (28) hours will be debited from the Pilot's traditional sick bank and ESB, respectively. The Pilot will be paid from their ESB once the Pilot provides sufficient medical justification to Corporate Medical.

13-B-2-b The ESB may not be used to delay the beginning of the LTD benefit past the end of LTD waiting period.

13-B-2-c A Pilot must provide sufficient medical justification to Corporate Medical in order to be paid from their ESB.

13-B-2-c-(1) "Sufficient medical justification" is defined as medical documentation from a relevant medical provider identifying the Pilot's medical condition and its expected duration

13-B-2-c-(2) A "medical provider" shall include any M.D., D.O., D.D.S., D.M.D., D.P.M., A.P.R.N., D.C., P.A. – C., or PhD credentialed as a licensed clinical psychologist, or as otherwise agreed to between the parties, and including any telehealth provider included with a United-sponsored health plan (currently "Doctor on Demand" and including any successor telehealth provider).

13-B-2-c-(2)-(a) If medical justification provided by any such telehealth provider is rejected by Corporate Medical, the Pilot will be reimbursed for any visit required for the purpose of acquiring medical justification needed to be paid from their ESB.

13-B-2-c-(3) Any appeal of a determination that "sufficient medical justification" has not been provided shall be deferred to the LTD Administration Committee as provided in Section [24-J-6-a](#). The determination by Corporate Medical that an illness or injury is or is not likely to qualify a Pilot for a benefit under the LTD Plan shall have no evidentiary value when the LTD Committee considers such Pilot's claim for LTD Plan benefits.

13-B-2-d Notwithstanding Section [13-B-2-a](#), a Pilot on LTD may use fifteen (15) hours per month of ESB to supplement their LTD income. Compensation for use of ESB while on LTD shall be subject to direct employer contributions in accordance with Section [22-A-1-a](#), though any such contributions shall offset supplemental LTD payments made in accordance with Section [24-H-3-a](#). A Pilot collecting LTD benefits shall have access to this benefit regardless of the reason the Pilot is collecting LTD benefits.

13-B-3 For any Bid Period in which a Pilot has 180 hours in their ESB, the Pilot will accrue the ability to reduce the sixty (60) day LTD waiting period by one and one-third (1.33) days, the total of which shall be referred to as "LTD Access Credits" or "LAC".

13-B-3-a A Pilot must exhaust all sick leave and ESB prior to utilizing any accrued LAC.

13-B-3-b For a Pilot using any accrued LAC, the LTD benefit will commence as of the next day after the later of the Pilot's exhaustion of sick leave and ESB or the completion of the sixty (60) day waiting period as modified by use of LAC.

13-B-3-c When applying a LAC to reduce the sixty (60) day waiting period, the Pilot's accrued LAC shall be rounded up to the next whole number. For example, a Pilot who has accrued 22.61 LAC may use their entire balance to reduce the waiting period by twenty-three (23) days.

13-B-3-d Examples

13-B-3-d-(1) A Pilot has fifty (50) hours of sick leave and fifty (50) hours of ESB with accrued LAC sufficient to reduce the LTD waiting period by thirty-two (32) days. The Pilot must use the fifty (50) hours of sick leave, complete the fifteen (15) hour ESB waiting period, then utilize the remaining fifty (50) hours of ESB prior to utilizing their LAC. Based on the Pilot's awarded schedule, the Pilot will exhaust their combined sick leave and ESB on Day 39 of the LTD waiting period. The Pilot may utilize accrued LAC and become eligible for LTD on Day 40.

13-B-3-d-(2) A Pilot has fifty (50) hours of sick leave and fifty (50) hours of ESB with accrued LAC sufficient to reduce the LTD waiting period by twelve (12) days. The Pilot must use the fifty (50) hours of sick leave, complete the fifteen (15) hour ESB waiting period, then utilize the remaining fifty (50) hours of ESB prior to utilizing their LAC. Based on the Pilot's awarded schedule, the Pilot will exhaust their combined sick leave and ESB on Day 39 of the LTD waiting period. The Pilot may utilize accrued LAC and become eligible for LTD on Day 49 of the LTD waiting period (the remaining gap would be unpaid).

13-C Separation of Employment

Unless otherwise provided in this Agreement, upon separation of employment, a Pilot shall not receive payment for any balance in his sick leave bank or ESB.

13-D Statement of Accrual

Each Pilot's current accrual of sick leave, ESB, and LTD Access Credits shall be computed and reported with one payroll statement each Bid Period.

Section 14 - Physical Examinations

14-A Company Medical Examiner

14-A-1 A Pilot may be required to undergo an examination by a doctor of the Company's choosing (a "Company Medical Examiner" or "CME") to determine whether the Pilot is medically qualified to perform his duties if:

14-A-1-a The Company has reasonable cause to question the Pilot's ability to perform his duties; or

14-A-1-b The Pilot has failed his required FAA Medical Certificate examination (examination shall be by a qualified Aviation Medical Examiner ("AME") in this instance).

14-A-2 The cost of any examination required by the Company shall be paid by the Company (to include expenses in accordance with Section [4-A-1](#), hotel accommodations, and positive space travel from his Base, or On-Line station nearest his home of record when required to travel outside his Base to accomplish examination(s) or testing by the CME).

14-A-3 The Company shall allow for consultation by, and give due consideration to recommendations from, a Pilot's aeromedical representative (e.g., ALPA's Aeromedical Advisor, the Pilot's AME, or other designated medical representative) as to the selection of the CME. The Company shall designate a medical official to interact with the Pilot's aeromedical representative.

14-A-4 The Pilot shall be notified in writing as to his failure to pass such examination required by the Company. Upon his request, at no cost to the Pilot he shall be furnished with copies of all medical tests, x-rays and any other documentation or information which was utilized to determine the Pilot's inability to pass the examination.

14-A-5 The Pilot's medical records shall be kept confidential and not released to anyone except by the Pilot's specific written consent. When required by a court order or other legal requirement to release information, the Pilot shall be notified of such action. Should action be taken under Section [14-B](#), all medical records pertinent to the case shall be made available to the medical examiners involved.

14-B Pilot Medical Examiner

Should the Pilot dispute the CME's determination, he may, at his option, have a review of his case in the following manner:

14-B-1 The Pilot may employ a qualified medical examiner (the "Pilot's Medical Examiner" or "PME") of his own choosing, at his own expense, to conduct an examination for the same purpose as the examination made by the CME, provided that he communicates, in writing, to the Company the name of the PME he has chosen.

14-B-2 A copy of the findings of the PME shall be furnished to the Company. If such findings verify the findings of the CME, no further medical review of the case shall be afforded.

14-B-3 If the findings of the PME disagree with the findings of the CME, at the written request of the Pilot, the Company shall ask the CME and the PME to appoint a third qualified neutral medical

examiner (the “Neutral Medical Examiner” or “NME”), preferably a specialist in Aviation Medicine, for the purpose of making a further examination of the Pilot.

14-B-4 After reviewing the findings and related medical documentation provided by the CME and PME, the NME shall conduct an examination of the Pilot as necessary to determine whether the Pilot is medically qualified for flying duty. The NME, PME and CME shall constitute a board of three (3), the majority opinion of which shall decide whether the Pilot is medically qualified for flying duty.

14-B-5 The expenses of the NME shall be borne one-half (1/2) by the Pilot and one half (1/2) by the Company. Copies of the NME’s report shall be furnished to the Company and to the Pilot.

14-B-6 If the board referenced in Section [14-B-4](#) finds the Pilot medically qualified for duty, he shall be returned to flying status. The Pilot shall be returned to the Category he left or have the option of displacing into any Category his seniority would have allowed him to be awarded on any bid that was awarded subsequent to his failure to pass a Company examination. The Pilot shall be paid for time lost in an amount which he would ordinarily have earned had he been continued in service. Any sick leave used due to his failure to pass a Company examination shall be returned to his sick leave bank.

14-C Pay During Examinations

14-C-1 Pending examination by the CME, the Company may remove a Pilot from flight status with pay. The Pilot shall be paid for any scheduled Trips missed, or if the Pilot has no scheduled Trips they shall be paid 70 hours of PTC (prorated as necessary).

14-C-2 If a Pilot is in possession of a current FAA First Class Medical Certificate, he shall be paid sick leave in accordance with Section [13](#) from the period of time from which he fails to pass a Company examination conducted by the CME until the conclusion of the medical review process.

14-C-3 If the Pilot has exhausted their sick leave bank while waiting for the conclusion of the medical review process, they shall be paid 70 hours of PTC (prorated as necessary) until the process is concluded.

14-C-4 If the Company prevails in the medical review process, the Pilot shall be obligated to refund all compensation paid following the exhaustion of his sick leave.

Section 15 - Worker's Compensation Benefits

15-A Applicability of Law

If a Pilot has requested payment for an occupational injury or illness in accordance with Section [13-A-6](#), and it has been determined that the Pilot is entitled to Worker's Compensation Benefits, the Company shall provide such benefits in accordance with the applicable state law and regulations.

15-B Beneficiaries

The monetary benefits so paid shall be in addition to any monetary benefits paid pursuant to Section [16-A](#) and shall be paid to the beneficiaries prescribed by the applicable law.

Section 16 - Missing, Internment, Hostage, or Prisoner of War Benefits

16-A Longevity and Bidding

When any Pilot in the service of the Company becomes missing or kidnapped while engaged in operations for the Company, he shall be allowed compensation as set forth in Section [3-B](#) with the monthly award based on his standing or default PBS bid for a period of one (1) year after the date of either the above or until the date that death is established, whichever first occurs. If, upon expiration of such one (1) year period, any such Pilot is still missing or if prior to that time death is established, the Company shall pay or cause to be paid the death benefits provided for in Section [15](#). Pilots shall continue to accrue longevity for pay purposes during the period they are missing.

16-B Compensation

The monthly compensation allowable under Section [16-A](#) to a Pilot who is missing or kidnapped shall be credited to such Pilot on the books of the Company and shall be disbursed by the Company in accordance with written directions from him. The Company shall require each Pilot hereafter employed by the Company to execute and deliver to the Company prior to such employment a written direction in the form set forth herein. Any payments due to any Pilot under this Section [16-B](#) which are not covered by a written direction as herein provided shall be held by the Company for such Pilot and, in the event of his death, shall be paid to the legal representatives of his estate. The direction referred to shall be in substantially the following form:

16-C Imprisoned

A Pilot who is imprisoned in a foreign country for an action that is related to his duties for the Company shall be eligible for the compensation set forth in Section [16-A](#). In the event a Pilot is kidnapped or wrongfully imprisoned while engaged in the service of the Company, the Company, in conjunction with the Association, shall diligently work to enlist the active assistance of governments and governmental agencies in an effort to gain the release of the Pilot(s).

16-D Review

If a Pilot is not returned home within one (1) year, both the Company and Association agree to meet and review the individual circumstances of the case and review applicable benefits to the Pilot's family.

"To United

Date: _____

"You are herein directed to pay all monthly compensation allowable to me under Paragraph A of Section 16 of that certain Agreement between United Airlines, Inc., and the Air Line Pilots in the service of United Airlines, Inc., as represented by the Air Line Pilots Association, International, dated as follows:

\$ _____ per month to

(name)

(address)

as long as living, and thereafter to

(name)

(address)

as long as living."

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

"The foregoing direction may be modified from time to time by letter signed by the undersigned and any such modification shall become effective upon receipt of such letter by you."

"Payments made by the Company pursuant to this direction shall fully release the Company from the obligation of making any further payment with respect thereto."

(Pilot's signature)

Section 17 - Grievances

17-A Non-Disciplinary Grievances

A Pilot or group of Pilots, including probationary Pilots, covered by this Agreement who has a grievance concerning any action of the Company affecting such Pilot(s), except matters involving discipline or discharge, shall have the grievance considered in accordance with the following procedures, provided such grievance is filed within 180 days after the Pilot(s) reasonably would have had knowledge of the facts upon which the grievance is based. This does not preclude claims for adjustment of bookkeeping errors beyond 180 days.

17-A-1 A written request for a hearing setting forth a detailed statement of the known facts out of which the grievance arose and a request for relief shall be filed with his or their Chief Pilot.

17-A-2 A hearing shall be held by the Chief Pilot or his designee (who must be a flight qualified management Captain) not less than ten (10) days nor more than twenty (20) days after receipt of the written request. By mutual agreement, the parties may conduct the hearing via telephone. No later than fifteen (15) days after the close of the hearing, the Chief Pilot or his designee shall issue a written decision. All notices of hearings and decisions shall be sent via email to the signatory of the grievance, with email copies sent to the grievant(s), to the Representation Department of the Association, the Local Executive Council Chairman, the Local Grievance Chairman, MEC Grievance Committee Chairman or his designee and the MEC Chairman.

17-A-3 An appeal, if made, of the Chief Pilot's decision shall be submitted in writing to the senior-most flight-qualified Vice-President in charge of Flight Operations, with a copy to the Chief Pilot no later than thirty (30) days after the date the decision was received by the grievant(s).

17-A-4 An appeal hearing shall be held no later than fifteen (15) days after the receipt of the written appeal by the senior-most flight-qualified Vice-President in charge of Flight Operations. Not later than fifteen (15) days after the close of the appeal hearing, the senior-most flight-qualified Vice-President in charge of Flight Operations or his designee shall issue a written decision to the grievant(s) and furnish via email a copy to the Representation Department of the Association, the Local Executive Council Chairman, the Local Grievance Chairman, MEC Grievance Committee Chairman or his designee and the MEC Chairman.

17-A-5 Further appeal, if made, shall be to the United Airlines Pilots' System Board of Adjustment ("the Board") as provided for in Section [18](#), provided such appeal is made no later than sixty (60) days following the date of receipt by the Representation Department of the Association (staff attorney) of the decision of the senior-most flight-qualified Vice-President in charge of Flight Operations or his designee, except as provided in Section [17-A-6](#).

17-A-6 Grievance Review Panel

17-A-6-a The sixty (60) day time period for the submission of non-disciplinary grievances to the Board, pursuant to Section [17-A-5](#) and Section [18](#), shall be extended for any grievance under review by the UAL-MEC Grievance Review Panel until thirty (30) days after a determination by such panel on submission of such grievance to the Board or until sixty (60)

days after entry of a final judgment (including appeals) in any legal proceedings resulting from a determination not to submit any such grievance to the Board, whichever occurs later.

17-A-6-b The Association shall advise the Company of a grievance pending before the UAL-MEC Grievance Review Panel within the sixty (60) day time period established under Section [17-A-5](#) and shall advise the Company of any legal proceedings within sixty (60) days after commencement. Should the disposition of the case result in a judgment which includes recognition of an accrued liability by the Company, such liability shall not continue to accrue during the period from the date the notice of review was filed until the date the appeal was filed. Furthermore, the members of the Board (including the neutral arbitrator) shall not be advised that any such grievance was considered by the UAL MEC Grievance Review Panel or of any determination by such panel or of subsequent legal proceedings and shall not consider any such matters in hearing and deciding any such grievance.

17-A-7 Grievances Filed by the MEC Chairman

The MEC Chairman or his designee may submit a written request seeking review by the senior-most flight-qualified Vice-President in charge of Flight Operations of an alleged misapplication or misinterpretation of this Agreement which is not at the time the subject of a pending grievance. The senior-most flight-qualified Vice-President in charge of Flight Operations or his designee shall have twenty (20) days after receipt of the request to investigate and issue a written decision; unless a hearing is requested by either party, in which case the decision shall be due fifteen (15) days after the hearing. If the decision is not satisfactory, the President of the Association may submit a written appeal to the Board pursuant to Section [18](#), provided such appeal is made no later than thirty (30) days following the receipt of the decision by the Representation Department of the Association (staff attorney). Rights under this sub-paragraph shall not apply to hypothetical cases or situations.

17-B Discipline and Discharge

17-B-1 Investigation

17-B-1-a Initial Interview

Whenever the Company suspects a Pilot of wrongdoing and requests an investigatory interview, the Company must provide information about the nature of the discussion at the time the Company requests such interview. The interview shall be conducted as follows:

17-B-1-a-(1) prior to any questioning, the Pilot shall be notified of their right to representation pursuant to Section [17-C-10](#);

17-B-1-a-(2) prior to any questioning, the Pilot shall have the opportunity to review any statements or other documents that the Company has in its possession upon which the investigation is based. For the purpose of reviewing such documents, the Company shall provide:

17-B-1-a-(2)-(a) the Pilot and their representative with a private space where no Company representatives are present, and

17-B-1-a-(2)-(b) the time necessary to review the documents and discuss them with their representative (including the right to consult with ALPA counsel). A request for

an extension of time beyond the same day, based on the volume of the documentation, shall not be unreasonably denied.

17-B-1-a-(3) the interview shall be conducted by a Captain-qualified member of Flight Operations management;

17-B-1-a-(4) if a Pilot statement is requested, the Pilot shall be provided no less than three (3) business days after conclusion of the interview to provide one.

17-B-1-b Before a Pilot is disciplined or discharged, the Company shall notify him in writing of the precise charge(s) against him. The Letter of Charge shall include the following statement: "A copy of this letter has been sent to the Association. If you desire Association representation, you must contact your local Association representative." The Pilot shall be given at least ten (10) days to secure the presence of witnesses and gather evidence, and shall have the right to be represented by counsel, an employee of the Company or an Association representative(s). A hearing shall be held in the Pilot's Base by the Chief Pilot or his designee (who must be a flight qualified management Captain) no later than fifteen (15) days following the issuance of the charge; unless the Pilot, through no fault of his own, did not receive the charge in time to have had the ten (10) days required above. In that event, the hearing shall be rescheduled, if requested, to provide the required ten (10) days.

17-B-1-c No later than fifteen (15) days after the close of the hearing, a written decision shall be issued and a copy sent via email to the Representation Department of the Association, the Local Executive Council Chairman, the Local Grievance Chairman, MEC Grievance Committee Chairman or his designee and the MEC Chairman. Additionally, a copy of such decision shall be sent via express mail with proof of delivery to the grievant.

17-B-1-d During the course of the investigation conducted in accordance with Section [17-B-1](#), the Company may hold the Pilot out of service with pay until the effective date of the written decision determining the action to be taken. Any extension of time limits granted at the request of the Pilot shall be without pay for the period of the extension. The Pilot shall continue to receive full pay and benefits during any extension granted at the request of the Company.

17-B-1-d-(1) Pilots who have not been held out of service in accordance with Section [17-B-1-d](#) and who are brought in for an in-person meeting under Section [17-B](#) will be paid in accordance with Section [3-G-2](#) or, if such meeting is on a day off, will be placed on Company Business for that day(s) and paid three (3) hours of Add Pay.

17-B-1-e The Pilot and their representative may consent to hold investigative interviews via video conferencing in any case where termination or suspension will not be imposed.

17-B-1-e-(1) Pilots who have not been held out of service in accordance with Section [17-B-1-d](#) and who participate in such video meetings will be considered on Company Business and paid one (1) hour of Add Pay. Such Add Pay does not limit the duration of the meeting.

17-B-1-e-(2) If, during the course of the investigative interview, information is obtained that may warrant a suspension or termination, the Company will suspend the video

conference and reconvene the meeting in-person. In such situations, the Pilot will be entitled to Add Pay for each meeting attended (if applicable).

17-B-1-e-(3) If, after being presented with documents required by Section [17-B-1-a-\(2\)](#), the Pilot believes that the information may trigger jeopardy for a suspension or termination, and decides that they wish to address the allegations in-person, the parties will suspend the video conference and reconvene in-person. In such situations, the Pilot will only be entitled to Add Pay under Section [17-B-1-d-\(1\)](#).

17-B-2 If the Pilot is dissatisfied with any discipline and wishes to appeal, he shall submit a written appeal to the senior-most flight-qualified Vice-President in charge of Flight Operations no later than thirty (30) days after receiving the notice of discipline.

17-B-3 The senior-most flight-qualified Vice-President in charge of Flight Operations or his designee shall hear the appeal no later than fifteen (15) days after receipt of the Pilot's written request.

17-B-4 No later than fifteen (15) days after the appeal hearing, the senior-most flight-qualified Vice-President in charge of Flight Operations or his designee shall issue a written decision to the Pilot and MEC Grievance Committee Chairman, or his designee, via express mail with proof of delivery and, unless otherwise requested, furnish an electronic copy to the Representation Department of the Association, the Local Executive Council Chairman, the Local Grievance Chairman, and the MEC Chairman.

17-B-5 Further appeal by the grievant(s), if made, shall be to the Board as provided for in Section [18](#), provided such appeal is made no later than sixty (60) days from the date of receipt by the grievant(s) of the decision of the senior-most flight-qualified Vice-President in charge of Flight Operations or his designee.

17-B-6 Nothing in this Section [17](#) shall be construed as extending the rights of Section [17-B](#) to a Pilot during his probationary period.

17-B-7 Disciplinary Suspension

The Company shall not impose a retroactive suspension without the consent of the Association and the Pilot.

17-B-8 Exception Meters

When a notation is placed on a Pilot's Master Schedule denoting a missed Trip, unable to contact, sick when called, or out of position, his Chief Pilot or Assistant Chief Pilot shall investigate the circumstances surrounding the event within five (5) Business Days. If the Chief Pilot concludes that the incident was incorrectly assessed, the notation shall be removed and the Pilot's personnel file expunged of any reference to the matter. The Chief Pilot shall also ensure that the Pilot's pay is not incorrectly docked, including, when necessary to avoid delay in payment, issuing a special check for any shortage.

17-C General

17-C-1 The time limits set forth in Section [17-A](#) and [17-B](#) may be extended by mutual agreement of the Company and the grievant or the Association. As referred to in this Section [17](#), "days" shall mean calendar days.

17-C-2 If any decision of the Company under the provisions of this Section [17](#) is not appealed by the grievant(s) within the time limits prescribed herein for such appeal or any extension mutually agreed upon, the decision of the Company shall be final and binding. If any hearing or decision required of the Company under the provisions of this Section is not provided within the time limits herein, or any extension mutually agreed upon, the grievant(s) shall consider the request denied and may appeal it to the next step of the grievance procedure. Any grievance appealed to the senior-most flight-qualified Vice-President in charge of Flight Operations may not be remanded to the preceding step without the concurrence of the grievant.

17-C-3 Nothing in this Section [17](#) shall be construed to prevent the Company from holding a Pilot out of service pending an investigation and hearing and appeal therefrom.

17-C-4 Exoneration

17-C-4-a If, as a result of any hearing or appeals, a Pilot is exonerated, he shall be made whole for any and all pay and benefits and shall, if he has been held out of service, be reinstated without loss of seniority.

17-C-4-b If, as a result of any hearing or appeals, a Pilot is exonerated, all personnel records shall be cleared of the charges.

17-C-5 Recording Devices

17-C-5-a No stenographic report, video, audio or other form of recordings(s) is/are permitted with regard to any investigatory or disciplinary hearing conducted pursuant to this Section [17](#) unless the parties mutually agree otherwise. When it is mutually agreed that a stenographic report or other recording is to be taken of such investigatory or disciplinary hearings in whole or in part, the cost shall be borne equally by the parties to the dispute.

17-C-5-b For all other types of hearings or proceedings, when it is mutually agreed that a stenographic report is to be taken in whole or in part, the cost shall be borne equally by both parties to the dispute. When it is not mutually agreed, and such stenographic record of the hearing or proceedings is made by either of the parties to the dispute, a copy shall be furnished to the other party to the dispute upon request, provided that the cost of such stenographic record so requested shall be borne equally by both parties to the dispute.

17-C-6 The filing of all grievances, decisions and appeals and written notifications shall be accomplished via email, by personal delivery or by sending such notice via express mail with proof of delivery, as designated in Sections [17-A](#) and [17-B](#), addressed to the last known address of the party to whom the notice is being given. Filing shall be deemed to occur on the date of personal delivery or the date of first attempted delivery if delivery was unsuccessful.

17-C-7 Travel for Hearings and Investigations

17-C-7-a Hearings: Grievants, witnesses and representatives who are employees of the Company shall receive On-Line NRPS travel in accordance with corporate pass travel policy from the point of residence, duty or assignment to the point of hearing and return.

17-C-7-b Investigations: Grievants, witnesses and representatives who are employees shall be made available to appear, subject to the needs of the service, and shall receive the necessary transportation (NRPS) in accordance with corporate pass travel policy for the purpose of investigating and gathering evidence associated with the grievance.

17-C-8 When a Pilot is chosen to act as representative of or a witness for another Pilot, such Pilot shall be made available for a time sufficient to permit him to appear as such representative or witness.

17-C-9 Scheduling and Pay for Attendance at Hearing

17-C-9-a When the Association requests the appearance of a Pilot to testify at a scheduled hearing, the Company shall, subject to the needs of the service, agree to cooperate in dropping scheduled Trip or Trips, or portions thereof, in the Pilot's Line of Flying necessary for the Pilot to be present. Should the needs of the service not allow the Trip drop(s), the Company shall adjust the scheduled hearing dates to allow for the Pilot's presence. The Company shall not be obligated to pay for the value of the Trip(s) dropped pursuant to this Section [17-C-9](#).

17-C-9-b When the Company requests a Pilot to appear in-person as a witness at a scheduled hearing, the Pilot will be paid in accordance with Section [3-G-2](#) or, if such testimony is on a day off, will be placed on Company Business for that day(s) and paid the greater of four hours and thirty minutes (4:30) of Add Pay or the Company Business daily rate per day.

17-C-10 ALPA Representation

A Pilot shall be entitled to have an Association representative present at any step of the grievance procedure and at any other time a Pilot is requested to meet with a member of management where there exists the potential that the meeting may result in disciplinary action being taken against the Pilot. The Company shall advise the Pilot of his right to have a representative of his choice present, provided the representative will be available within a reasonable period of time not to exceed twenty-four (24) hours. Further, when a Pilot is requested to appear at such meeting, investigation hearing or conference, he shall be advised of the nature of the subject to be discussed.

17-C-11 Disciplinary Record

17-C-11-a The Company shall maintain active Letters of Counsel and/or discipline in a Pilot's personnel file, and will base any escalation of progressive discipline in matters where the use of progressive discipline is appropriate only on such records contained in that file. To the extent permitted by law, the Company shall remove and/or delete any record of any Letters of Counsel or disciplinary action taken against a Pilot from the Pilot's personnel file after eighteen (18) months of Active Service from the date of issuance if no further discipline has been imposed during that period. The Pilot's record may be cleared earlier, when, in the judgment of the Company, his performance warrants such action.

17-C-11-b After the removal and/or deletion of disciplinary materials or record from the Pilot's personnel file, the Company may retain a record of the discipline with the Labor Relations department, which may only be cited in the event that the Pilot is involved in future discipline and he, or the Association on his behalf, alleges or implies he has never received

any discipline in his career, or during the timeframe covering the discipline, at United. This record will not be made known to any Hearing Officer or investigating official in Flight Operations or any other department during the discipline process under Section [17](#). Labor Relations staff will only access it after a formal disciplinary hearing under Section [17](#) has been held to ensure no inaccurate claim was made regarding prior disciplinary record, or in preparation for a System Board hearing under Section [18](#) in which it could be used as specified above.

17-C-12 Pilot Personnel File

A Pilot shall be furnished a copy of any information placed in his personnel file that may be used in the evaluation of his performance and/or employment relationship. Further, the Company shall not place any negative report, or any other material of an unfavorable nature (e.g., discussion records, etc.), in a Pilot's personnel file without providing a copy to the Pilot (via the Notice provisions) and an opportunity to review and discuss the matter with the Chief Pilot or Assistant Chief Pilot. A Pilot shall be allowed to place in his personnel file his own statement regarding any incident or report and provided an opportunity to initial the material to be placed in his file. Initialing the material shall indicate that the Pilot is acknowledging receipt only and not agreement with the facts or determination by the Chief Pilot's Office.

17-C-13 Upon request by the MEC Chairman or his designee, the Company shall, in a timely manner, provide Pilots and/or their Association Representatives with all documentation in the Company's possession (including copies of any recorded conversations between Company personnel, such as Crew Scheduling, Crew Coordination, Network Operations Center, Chief Pilots, etc. and a Pilot) relevant to the defense of disciplinary proceedings or letters of counsel or if such material is relevant to an issue involving application of the Agreement.

17-C-14 Remedy for Scheduling Errors

If, within thirty (30) days of an assignment, the Association notifies the Company that a Reserve was improperly assigned to work on a Day or Days that he otherwise would not have been used, or a Lineholder was improperly reassigned into a Day or Days the Lineholder was not originally scheduled to work, and the Company confirms that an error has occurred, in lieu of a grievance the Company shall compensate the affected Pilot as follows:

17-C-14-a A Reserve shall be assigned one (1) additional Day off on a date that falls within thirty (30) days of the Company's confirmation of the error. The date on which the day off shall be placed shall be at Company discretion.

17-C-14-a-(1) In the event it is not feasible to assign the Day off to a Reserve within thirty (30) days of the Company's confirmation of the error (e.g., in the subsequent Bid Period the Reserve is a Lineholder, on Leave of Absence, in training, on vacation, etc.), the Company shall have ninety (90) days from the Company's confirmation of the error to assign the Day off. If the Company is unable to assign the Day off on a date that falls within ninety (90) days of the Company's confirmation of the error, the Pilot shall be given one (1) vacation credit day.

17-C-14-b A Lineholder shall be given one (1) vacation credit day upon the Company's confirmation of the error.

17-D Grievance Mediation

A grievance mediation process, hereinafter referred to as the "Mediation Conference", may be scheduled by mutual agreement of parties. The "Mediation Conference" shall be scheduled for three consecutive days of a single week , which shall be in addition to any hearing dates scheduled in accordance with Section [18](#), unless the parties agree otherwise.

17-D-1 The Association and the Company agree that only grievances which have been submitted to the Board in accordance with Section [18](#), shall be scheduled for a Mediation Conference. Grievances that have been submitted to the Board and have not been noticed for a hearing before the Board within two (2) years after the date of submission, shall be selected for mediation by the Association or shall be withdrawn. The parties will work together to administer this provision in an efficient manner.

17-D-2 The grievant shall have the right to be present at the Mediation Conference. Attendance at the Mediation Conference shall be limited to those people actually involved in the Mediation Conference.

17-D-3 The Company and the Association shall each appoint a principal spokesperson, who may be an attorney, for the Mediation Conference.

17-D-4 The representative of the parties shall, no later than five (5) days prior to the scheduled date of Mediation Conference, present the mediator with a brief written statement of the facts, the issue, and the arguments in support of their position. If such a statement is not presented in written form, it may be presented orally at the beginning of the Mediation Conference; however, such oral statements shall be limited to twenty (20) minutes in duration.

17-D-5 Proceedings before the mediator shall be informal in nature and the rules of evidence shall not apply. The presentation of evidence shall not be limited to that which was presented at the prior stages of the grievance procedure.

17-D-6 No record of the Mediation Conference shall be made. Any written material that is presented to the mediator shall be returned to the party presenting that material at the termination of the Mediation Conference.

17-D-7 The mediator shall have the authority to meet separately with either the Association or the Company in the Mediation Conference, but shall not have the authority to compel the resolution of the grievance.

17-D-8 If no settlement is reached during the Mediation Conference, the mediator shall provide the parties with an immediate oral advisory decision, unless the Association and the Company mutually agree that no such decision shall be provided. When rendering an oral advisory decision, the mediator shall state the grounds for such decision.

17-D-9 Grievances settled during a Mediation Conference shall not constitute a precedent, unless the Association and the Company otherwise mutually agree, in which case the parties shall document their understanding of the precedent.

17-D-10 If no settlement is reached during the Mediation Conference, the grievance may be heard by the Board pursuant to Section [18](#) and in the normal course of the Board's schedule.

17-D-11 In the event a grievance which has been the subject of a Mediation Conference is subsequently heard before the Board, no mediator may serve as the arbitrator. During the Board proceeding on such a grievance, no reference shall be made to the fact that the grievance was the subject of a Mediation Conference; nor shall there be any reference to statements made, documents provided, or actions taken by either the mediator or the participants during the course of a Mediation Conference, unless the party offering such statements, documents or actions would have had access or entitlement to them outside of the Mediation Conference.

17-D-12 The Association and the Company agree to schedule no more than three (3) grievances for Mediation Conference per day. The mediation day shall commence at 0930 local and it is anticipated that each Mediation Conference shall last no more than two and one-half (2.5) hours.

17-D-13 The selection of the mediator shall be by mutual agreement between the Company and the Association.

17-D-14 The fee and expenses for the mediator and conference facilities shall be shared equally by the Association and the Company.

Section 18- System Board of Adjustment

18-A Establishment of the Board

In compliance with Section 204, Title II, of the Railway Labor Act, as amended, there is hereby established a System Board of Adjustment ("United Airlines Pilots System Board of Adjustment," hereinafter referred to as "the Board"). The Board's purpose shall be to adjust and decide disputes which may arise under the terms of this Agreement when such disputes have been properly submitted to the Board.

18-B Composition of the Board

18-B-1 The Board shall consist of five (5) members, two (2) selected by the Association, two (2) selected by the Company, and one (1) neutral arbitrator appointed pursuant to Section [18-E](#). By mutual agreement, the Board may consist of three (3) members; one (1) selected by the Association, one (1) selected by the Company, and one (1) neutral arbitrator appointed pursuant to Section [18-E](#).

18-B-2 Each party shall designate its Board Members for a particular case no less than ten (10) days prior to the start of the hearing. If either party replaces a designated Board Member less than ten (10) days prior to the hearing, the other party may also replace one (1) of its Board Members.

18-B-3 Hearings shall be opened alternately by Board Members appointed by the Association and the Company.

18-B-4 Unless agreed otherwise, the Board shall meet each month for three (3) consecutive days in the city where the general offices of the Company are maintained, provided that there are cases that either party has properly submitted to the Board for consideration at that session. Hearing dates shall be scheduled by agreement of the parties.

18-B-5 The Board shall appoint a Secretary, who shall docket cases; issue Notices of Hearing, Decisions and Awards; make or coordinate logistical arrangements relating to non-confidential activities of the Board; and coordinate activities of the Board. Additionally, the Secretary shall be responsible for maintaining all records as required pursuant to Section [18-F-4](#).

18-B-6 The parties may also mutually agree to refer cases previously submitted to the Board to be heard by a One Member Board consisting of a neutral arbitrator appointed pursuant to Section [18-E](#). One Member Board hearings shall be scheduled by mutual agreement and may hear multiple cases. Unless mutually agreed otherwise, One Member Boards shall not take the place of regularly scheduled hearings of the full Board. One Member Boards may not hear discipline cases involving a sanction of more than a three (3) day suspension.

18-B-6-a One Member Board hearings shall have time limits established by mutual agreement, and shall be conducted as follows:

18-B-6-a-(1) Each party shall be afforded approximately one (1) hour for presenting its case in-chief, including the opening statement.

18-B-6-a-(2) The parties may present both direct and rebuttal evidence orally and in writing. Cross-examination shall be limited to the length of the direct examination.

18-B-6-a-(3) At the conclusion of the evidentiary portion of the hearing, each party shall present a brief oral closing argument.

18-B-6-a-(4) At the conclusion of closing arguments and a short recess, the Arbitrator shall issue a bench decision, briefly announcing the reasons for the decision, and render a one-page signed Award limited to indicating whether the grievance has been denied or sustained, in whole or in part and setting out the appropriate remedy, if any. Unless the parties agree otherwise prior to the submission of the grievance to the Arbitrator, such Award shall be non-precedential, but final and binding as between the parties.

18-B-6-b No transcript shall be made of the One Member Board proceeding.

18-C Jurisdiction of the Board

18-C-1 The Board shall have jurisdiction over disputes between any employee covered by this Agreement and the Company growing out of grievances or out of interpretation or application of any of the terms of this Agreement. The jurisdiction of the Board shall not extend to proposed changes in hours of employment, rates of compensation or working conditions covered by agreements between the parties.

18-C-2 The Board shall consider any dispute properly submitted to it by the President of the Association or by the senior-most flight-qualified Vice-President in charge of Flight Operations.

18-D Proceedings Before The Board

18-D-1 All disputes properly submitted to the Board for consideration shall be addressed to the Board Members, and shall include the formal submission, copies of all lower level decisions, and the original grievance, including all papers and exhibits in connection therewith. Each case submitted shall contain:

18-D-1-a Question or questions at issue.

18-D-1-b Statement of facts.

18-D-1-c Position of the grievant(s).

18-D-1-d Remedy sought.

When desired, joint submissions may be made, but either party may submit the dispute and its position to the Board. Unless otherwise provided in this Agreement, no dispute shall be considered by the Board which has not first been handled in accordance with the provisions of Section [17](#).

18-D-2 Selection of Hearing Dates and Cases

Not less than thirty (30) days prior to the desired hearing date, the Association shall notify the Company of the grievance to be heard. Designation of the case to be heard shall be subject to Company concurrence, which shall not be unreasonably withheld. If the parties are unable to agree upon the hearing date and/or the case to be heard, and if at least two Board Members consider a case to be of sufficient urgency and importance, it shall be heard not less than sixty

(60) days from the date of the request at the next scheduled session of the Board. If there are no scheduled sessions of the Board, the hearing shall take place at the next available date an arbitrator from the panel is available following sixty (60) days from the request. In this event the Board Secretary shall give the necessary notices in writing of such meeting to the Board Members and to the parties to the dispute.

18-D-3 Employees covered by this Agreement may be represented at Board hearings by such person or persons as they may designate, and the Company may be represented by such person or persons as it may designate. Evidence may be presented either orally, or in writing, or both.

18-D-4 On request of any Board Member, the Board may, by majority vote, or shall, at the request of two (2) Board Members, summon any witnesses who are employed by the Company, and who are deemed necessary to resolution of the dispute, by either party or by the Board itself.

18-D-5 The number of witnesses summoned at any one time shall not be greater than the number which can be spared from the operation without extreme interference with the services of the Company.

18-E The Panel of Arbitrators

18-E-1 The Company and the Association shall, by mutual agreement, establish a panel of twelve (12) neutral arbitrators who shall serve individually as the neutral and presiding Board Member. One such arbitrator shall be designated, either by agreement or by the alternate strike method, as the first arbitrator. The scheduling of these arbitrators shall be by agreement of the parties.

18-E-2 Upon the request of either party, the first named arbitrator shall meet with representatives of the Company and representatives of the Association for the purpose of reviewing and streamlining the Board procedures not contained within this Agreement, but which have been subsequently developed by the Board. The goal for such review shall be simplicity, expedition and fairness. The first named arbitrator shall be empowered to make final decisions in procedural modifications. In addition, arbitrators sitting as Board Members shall have the authority to modify procedures as necessary for the purpose of particular hearings.

18-E-3 Either the Company or the Association with sixty (60) days written notice may, without cause, remove any named arbitrators from the panel. The arbitrator so removed shall complete matters, if any, pending before him. When an arbitrator is removed, the parties shall meet to select, in accordance with Section [18-E-1](#), a replacement as soon thereafter as practicable.

18-E-4 The Board shall be competent to hear disputes properly submitted to it and to decide such disputes by majority vote. Decisions of the Board shall be final and binding on the parties.

18-E-5 Unless agreed otherwise, the record shall be deemed closed upon receipt by the arbitrator of the evidence and/or transcript of the proceedings. If called, executive sessions of the Board shall take place within forty-five (45) days of the closing of the record. Decisions shall be rendered within sixty (60) days after the record is closed and executive sessions have been concluded.

18-E-6 In the event the Board is unable to comply with the time limits specified in Section [18-E-5](#), the arbitrator shall notify the parties in writing of the reasons for such non-compliance, and give a date as to when the decision shall be rendered.

18-F General

18-F-1 The expenses and compensation of arbitrators shall be borne equally by the Company and the Association, except when the Association proposes that a grievance be heard by the Board sixty (60) or more days prior to the desired hearing date, and the Company is either unavailable or the matter is settled (i.e., no hearing is held on the matter) the Company agrees that they will be responsible for all cancellation fees and penalties of the arbitrator.

18-F-2 The time limits specified in this Section [18](#) may be extended by mutual agreement of the Company and the Association.

18-F-3 Nothing herein shall be construed to limit, restrict or abridge the rights or privileges accorded either to the employees or to the employer, or to their duly accredited representatives, under the provisions of the Railway Labor Act, as amended.

18-F-4 The Board Secretary shall maintain a complete record of all matters submitted to it for consideration and of all Board findings, Awards and Decisions for a minimum of five (5) years.

18-F-5 The Company and the Association shall separately assume the compensation, travel expense and other expenses of the Board Members selected by that party.

18-F-6 System Board Witnesses

18-F-6-a Each party shall separately assume the compensation, travel expense and other expenses of the witnesses called or summoned by that party. Grievants, witnesses and representatives who are employees of the Company shall receive On-Line NRPS travel in accordance with corporate pass travel policy, from the point of residence, duty or assignment to the point at which they must appear as witnesses and return.

18-F-6-b When the Association requests the appearance of a Pilot to testify at a scheduled hearing, the Company shall, subject to the needs of the service, agree to cooperate in dropping a scheduled Trip(s) in the Pilot's Line of Flying necessary for the Pilot to be present. Should the needs of the service not allow the Trip drop(s), the Company shall adjust the scheduled hearing date(s) to allow for the Pilot's presence. The Company shall not be obligated to pay for the value of the Trips(s) dropped pursuant to this Section [18-F-6-b](#).

18-F-7 The Board, acting jointly, shall have the authority to incur such expenses as in its judgment may be deemed necessary for the proper conduct of its business. Such expenses shall be borne equally by the Company and the Association. Board Members who are employees of the Company shall be granted necessary leaves of absence for the performance of their duties as Board Members. So far as space is available, Board Members shall be furnished free transportation over the lines of the Company, for purpose of attending meetings of the Board, to the extent permitted by law.

18-F-8 Every Board Member shall be free to discharge his duty in an independent manner, without fear that his individual relation with the Company, the Association or the employees may be affected in any manner by any action he takes in good faith in his capacity as a Board Member. During the Board's proceedings, it is expected that each Board member shall act in a professional manner and during the Board hearing(s) shall not participate in the caucus of the party who appointed him. However, this does not preclude the Board members from conferring with their appointed party after the conclusion of the hearing.

18-F-9 The Board shall have the authority to administer and interpret this Section [18](#). In the event the Board cannot agree on administration or interpretation of this Section [18](#), they shall refer the matter to the first arbitrator for resolution.

18-F-10 In the event a member of the panel of arbitrators is more than thirty (30) days overdue in the rendering a decision, he shall not be eligible for assignment of additional cases until such decision is rendered (except by mutual agreement between the Company and the Association).

18-F-11 Unless otherwise agreed, the parties shall be governed by the rules adopted by the United Air Lines Pilots System Board of Adjustment Rules of Procedure which shall be incorporated by reference herein.

Section 19 - Flight Safety Programs

19-A Introduction

19-A-1 Safety is the number one priority at the Company. All Pilots employed by the Company view the safe operation of our aircraft as their primary function. Both the Company and the Association view safety as the overriding principle in the conduct of our operations.

19-A-2 To effectively manage threats to safety, the parties have adopted a Safety Management System (“SMS”). This system seeks to mitigate risk through threat risk assessments and analysis of collected data, followed by corrective actions, and subsequent reassessments. The basic premise of SMS is acceptance of safety principles and collaboration with parties at all levels of the Company.

19-A-3 The Vice President of Safety (“VP of Safety”) and the United Airlines ALPA Master Executive Council Central Air Safety Committee Chairman (“CASC Chairman”) shall collaborate regarding the application and administration of the programs described in this Section [19](#). It is the responsibility of the VP of Safety to ensure the effective application and administration of the programs referred to in this Section [19](#). To effectively administer these programs a level of trust and clear, open, and honest communication is required. Members of the Safety Action Council (“SAC”) shall make themselves available to hear and discuss concerns of either the Association or the Company.

19-A-4 The Company shall indemnify the CASC Chairman and any other Pilot member of the programs in this Section [19](#), or his estate, and provide defense against any claims, whether by third parties or by fellow employees, arising out of such Pilot's good faith performance of his duties with the Company as a member of the programs in this Section [19](#) unless such claims arise from the willful misconduct of the Pilot.

19-B Safety Program Integration

19-B-1 Partnership Safety Programs covered by this Section [19](#) are:

Fatigue Risk Management System (“FRMS”)
 Flight Operations Quality Assurance (“FOQA”)
 Flight Safety Action Program (“FSAP”)
 Flight Safety Investigations (“FSI”)
 Line Oriented Safety Audit (“LOSA”)

These programs produce data and information that may be sensitive in nature to both the Company and the Association. This Section [19](#) sets forth the agreement between the Company and the Association regarding how the above mentioned programs, as well as Flight Data Recorders, Voice Recorders, and the ALPA Accident and Incident Go-Teams, may be integrated to allow a more comprehensive assessment of the entire operation.

19-B-2 Safety Action Council

The SAC, consisting of the VP of Safety and the CASC Chairman, administers the programs defined in this Section [19](#). The SAC may consult appropriate Subject Matter Experts (“SMEs”).

19-B-3 Delegation to Designated Alternates

If the responsibilities of any member of the programs in this Section [19](#) are delegated, the designated alternate shall be vested with the authority and responsibility to make the required decision(s) in support of the program and shall carry the full weight of the position they are fulfilling.

19-C Administration of Data/Information

19-C-1 Data collected for the programs described in this Section [19](#) shall be used to enhance the safety, comfort, reliability, and efficiency of flight operations.

19-C-2 Data collected for the programs described in this Section [19](#) shall not be used by any party for the purpose of discipline or action against any individual or entity, including the CASC Chairman and Association volunteers in any program in this Section [19](#). Any restrictions regarding the use of this data shall be defined within this Section [19](#). The VP of Safety shall be responsible for the release of any data as required by law, regulation, court order, or legally binding directives of responsible government agencies. When data for the programs described in this Section [19](#) is released to an external source as required by law, the VP of Safety shall advise the senior-most flight-qualified Vice-President in charge of Flight Operations and the CASC Chairman.

19-C-3 The administration of data and response to information requests in the above mentioned programs shall be handled by the person or committee designated in each of the programs. Consensus must be reached between the Company and the designated person or committee to grant any information requests. If consensus is not reached the request shall be immediately referred to the SAC. The SAC shall either reach consensus or the request shall be denied.

19-C-4 Special Studies

A special study is a study that either includes data from more than one Partnership Safety Program or is outside the normal processing of data/information. The SAC shall agree on the appropriateness of the request, the defined objectives, the scope of the distribution, and the data/information to be included and shall notify the appropriate person or committee (e.g., Gatekeeper for the FOQA program, the UAL MEC FSAP Chairman for the FSAP program) regarding the study. Further, the SAC shall agree how the data is to be collected, and which departments to collaborate with in the data gathering phase. At the completion of the study, the SAC shall confirm that the output of the study is consistent with the objective(s).

19-D Remediation

19-D-1 Unless otherwise provided below, disputes over a potential violation of the programs in this Section [19](#) shall be referred to the SAC for resolution and shall not be delegated. The program in question shall be held in abeyance until the SAC resolves the dispute, including any findings regarding a cause and implementation of a remedy.

19-D-2 If a program is held in abeyance, data may still be collected, but analysis and output to end-users shall stop. If a time-critical safety issue is identified during the period of abeyance, the appropriate data to continue safe operations shall be provided to the necessary persons and/or entities.

19-E ALPA Accident/Incident Go-Team

19-E-1 The Company shall place the CASC Chairman, the UALMEC Chief Accident Investigator, and the UALMEC Chairman or his designee on its roster for notification of safety accidents or incidents, including Dispatch Notable Flight Log and FODM messages. Any non-safety related information provided to the UALMEC members shall be treated confidentially and may not be used or shared for any purpose. In addition, safety related information provided pursuant to the terms of this Section [19](#) to Association members shall be treated confidentially and may be used or shared only in conjunction with carrying out their safety responsibilities.

19-E-2 The Association shall designate up to fifteen (15) members of the UAL Central Air Safety and ALPA Accident Investigation Committee (“Committee”) as an Accident or Incident Response “Go-Team.” The Association shall provide the Manager Flight Safety Investigations with a list of the Go-Team members. In the event of a Company accident or incident, the CASC Chairman, or the UALMEC Chief Accident Investigator or their designee shall notify the Flight Safety Investigator In Charge which Go-Team members need to be released from their schedules and dispatched to an accident or incident site. The number of necessary members of the Go-Team who need in their good faith judgment to be released shall be determined at the discretion of the CASC Chairman and the UALMEC Chief Accident Investigator. The request shall normally be less than fifteen (15) and should not result in a flight cancellation or significant delay, except in a major accident or incident.

19-E-3 The Company shall provide the Go-Team members with positive space must-ride travel where service is provided by the Company or make any respective arrangements with partner airlines in order to go to and from an accident or major incident site.

19-E-4 The Company shall not request Go-Team members to return to line flying following an accident or incident investigation until they are released by the CASC Chairman or the UALMEC Chief Accident Investigator (but such release shall not be unreasonably withheld). Once released, the Pilot shall not be required to return to line flying until approved by a joint review of the Managing Director of Flight Operations and a Critical Incident Response Program representative.

19-E-5 The CASC Chairman and the UALMEC Chief Accident Investigator or their designee shall be released from duty to assist in investigations of other carrier accidents or incidents if requested by the Association. If additional Go-Team members are required in an investigation of another carrier, their release from duty shall be on a case-by-case basis and only after mutual agreement between the Company and the Association.

19-F Data Recorders and Flight Deck Voice Recorders

19-F-1 Definitions

19-F-1-a “Data Recorder” is any device, equipment or system which transmits for the purpose of recording or collecting data and/or records and/or collects data on an aircraft or flight simulator that monitors Pilot, aircraft component, or aircraft performance.

19-F-1-b “Cockpit Voice Recorder” (“CVR”) is any device, equipment or system which monitors or records a Pilot’s voice while he is on an aircraft or flight simulator.

19-F-1-c “Recorded Data” has the same meaning as Information as defined in Section [19-G-1-e](#).

19-F-2 Cockpit Voice Recorders

19-F-2-a Data from a CVR shall only be removed from an aircraft following an accident or incident in accordance with law, regulation or court order, or legally binding directives of responsible government agencies.

19-F-2-b No later than twenty-four (24) hours after removal, the Company shall notify the flight crew involved and the CASC Chairman that data from the CVR was removed for analysis. Unless otherwise required by law, regulation or court order, or legally binding directives of responsible government agencies, the Pilot(s) and the CASC Chairman shall be given advance notice of a time and place for a review of the recording, and shall be given an opportunity to attend.

19-F-2-c Voice recordings which have been removed from the aircraft and transcriptions thereof shall not be retained in an identifiable form for more than seven (7) days unless (1) required by law, regulation or court order, or legally binding directives of responsible government agencies, (2) by mutual consent of the Company and the Association or 3) an active safety investigation is in progress.

19-F-2-d Only the senior-most flight-qualified Vice-President in charge of Flight Operations or the VP of Safety may authorize the removal and review of the CVR. If unavailable, their designated alternate may authorize the removal (but not review or analysis) of the CVR.

19-F-3 Data Recorders

19-F-3-a Except as otherwise provided herein, Information shall be used strictly (1) for engineering analysis, (2) in conjunction with an accident or incident investigation, or (3) as authorized by the FOQA program.

19-F-3-b Removal and analysis of an aircraft Data Recorder may only be authorized by the senior-most flight-qualified Vice-President in charge of Flight Operations or the Vice President of Corporate Safety, or for the purposes of engineering analysis only, at the direction of the senior-most flight-qualified Vice-President in charge of Maintenance or Vice President of Engineering. If unavailable, their designated alternate may authorize the removal (but not review or analysis) of the Data Recorder.

19-F-3-c If information from a Data Recorder has been retrieved from his flight for any reason other than routine engineering analysis or as part of the FOQA program, the Company shall notify the Pilot(s) involved and the CASC Chairman within forty-eight (48) hours.

19-F-3-d A Pilot, and/or his representative, if desired, shall be allowed to review data retrieved by the Company from his flight unless restricted by statute. The Company shall provide a Flight Safety staff member with appropriate expertise to explain the meaning of the Recorded Data.

19-F-3-e Recorded Data or Information shall not be used by the Company in any legal or administrative proceeding (including any Grievance or System Board of Adjustment proceeding) against a Pilot(s) involving discipline, discharge, FAR violation, civil liability or criminal penalty nor shall it be used by the Company to investigate or initiate discipline, or against the Association in any legal or administrative proceeding. The Company shall not monitor individual performance or compliance with policy, legally binding directives or

regulations with such data. Current routine uses of ACARS data may be continued. Such routine uses shall not include either use in any legal or administrative proceeding against a Pilot(s) involving discipline, discharge, FAR violation, civil liability or criminal penalty or use by the Company to investigate or initiate discipline.

19-F-4 General

19-F-4-a The Company shall notify the Association no later than ninety (90) days prior to any future installations on aircraft or flight simulators of Data Recorders or other recording devices or methods.

19-F-4-b Except as required by law, regulation, court order or legally binding directives of responsible government agencies, neither the Company nor the Association shall release any Recorded Data to a third party without the express written consent of the other party.

19-F-4-c Information obtained from a Data Recorder or CVR shall not be used for individual line checks.

19-G Flight Operational Quality Assurance ("FOQA")

19-G-1 Definitions

19-G-1-a "FOQA program" is a Flight Operational Quality Assurance ("FOQA") program to improve flight safety by providing more Information about, and greater insight into, the total flight operations environment through selective automated recording and analysis of data generated during flight operations.

19-G-1-b "Identifying Data" is any data or combination of data that allows collected data to be associated with a specific crewmember.

19-G-1-c "FOQA Data" is Information collected from an aircraft or flight simulator used for analysis in the FOQA program. Data associated with AQP is not FOQA Data.

19-G-1-d "Identified Data" is any collected data prior to removal of all Identifying Data.

19-G-1-e "Information" is any data transmitted for the purpose of recording or collecting data, or data recorded or collected by use of a Data Recorder, CVR or any other recording device on an aircraft or flight simulator that monitors Pilot, aircraft component, or aircraft performance. Information shall also include tapes, transcripts, reports, papers, memos, statements, studies, charts, graphs or any other description, analysis or compilation of data/information collected by any such equipment or Gatekeeper interview. Information shall be handled in accordance with the data de-identification and sharing process established in the FOQA program, except for already de-identified Information otherwise collected in the normal course of business and routine uses of Information as agreed to herein or by the SAC.

19-G-1-f "FOQA Monitoring Team" ("FMT") is comprised of an equal number of Association and Company representatives, and includes: The Sr. Manager – FOQA and Technical Data, Sr. FOQA Analyst(s), Association Gatekeeper(s), FOQA/FSAP Committee Chairman. The FMT is responsible for the development of formal procedures required to implement and maintain the FOQA program. The FMT also conducts reviews of aggregate trend data to identify safety recommendations to stakeholders.

19-G-1-g “Operational Exceedance Event” is an event in which an aircraft is operated, as determined by FOQA Data, outside of mutually agreed upon tolerances developed by the FMT.

19-G-1-h “Operational Routine Event” is an event in routine operation of statistical interest, such as time into operation when flaps are retracted.

19-G-1-i “Gatekeeper” is the FMT representative who is primarily responsible for the security of Identified Data. The Gatekeeper can link FOQA Data to an individual flight or crewmember. The Gatekeepers shall be Pilots appointed by the CASC Chairman, who are empowered to identify and interview crewmembers.

19-G-2 FOQA Program

19-G-2-a The design, implementation, and operation of a FOQA program shall be by mutual agreement between the Company and the Association. Any variation from the agreed upon FOQA program shall require the mutual agreement of the parties prior to implementation.

19-G-2-b The FMT shall oversee the day-to-day operations of the FOQA program and establish necessary policies and procedures to ensure compliance with the provisions of this Section [19](#).

19-G-2-c The design of the FOQA program shall ensure the confidentiality and ultimate anonymity of individual crewmembers.

19-G-2-d Any violation of the requirements of the FOQA program shall cause the FOQA program to be held in abeyance (data gathered but not processed) until the infraction is resolved by the SAC.

19-G-2-e The Company shall bear the full cost of the FOQA program to include Pilot expenses (e.g., hotel, per diem, conference fees, transportation) incurred when performing FOQA-associated duties.

19-G-2-f The Company shall provide for a minimum of one (1) Gatekeeper for each business day in the FOQA Lab pursuant to the Company required meeting provisions of LOA 12-14. Any future staffing needs shall be addressed by the SAC.

19-G-2-g Sufficient de-identified data shall be maintained to fulfill the requirements of the agreed-upon FOQA program. All de-identified data, and analyses of such data, shall be made available to the Company and the Association.

19-G-2-h The FMT shall establish exceedance values. The exceedance values shall be continually evaluated and any changes/additions/deletions shall require approval of the FMT.

19-G-3 Data Retention/Security

19-G-3-a FOQA program Information (identified or de-identified) shall not be released to any third party without SAC approval. The Federal Aviation Administration (“FAA”) may view de-identified data on Company property.

19-G-3-b Identifying Data shall be removed from Identified Data as soon as possible, but no later than thirty (30) days from the date of acquisition of the data by the Company.

19-G-3-c Any employee/agent who has contact with any Identified Data used in a FOQA program shall be prohibited from divulging any Identifying Data to any individual other than a Gatekeeper except as required by law, regulation, court order or legally binding directives of responsible government agencies. Any violation of the aforementioned process could result in the employee/agent being removed from the FOQA program.

19-G-3-d The SAC shall determine the access level for the FMT members and Gatekeepers, and shall also determine the parameters for validation. The parameter validation process may be delegated to the FMT.

19-G-3-e The release of Information, except as authorized in this Section [19](#), without expressed written consent of both parties is strictly prohibited. If either party discovers an unauthorized release they shall immediately notify the other party. The unauthorized release shall be immediately investigated and corrective action taken to protect all crewmembers, the Company, and to prevent additional release of data and/or information. It is expressly understood that the investigation of the unauthorized release of data as set forth in this Section [19](#) shall be conducted prior to either party's exercise of their rights under Section [19-G-2-d](#).

19-G-4 Data Use

19-G-4-a Only the specific designated Gatekeeper shall be authorized to identify/contact the individual crewmembers associated with any specific data.

19-G-4-b Any notes, memoranda, or other documents used by the designated Gatekeeper in any contact with any crew member concerning a specific FOQA event shall be considered Identified Data for purposes of this Section [19](#) and the FOQA program and shall be de-identified in accordance with Section [19-G-3-b](#). De-identified notes, memoranda, or other documents may be stored in a database for the purpose of tracking trends and root cause.

19-G-4-c At a minimum, the FOQA program may be used for evaluation of the following areas:

- Safety
- Aircraft performance
- Aircraft system performance
- Crew performance
- Company procedures
- Training programs
- Training effectiveness
- Aircraft design
- ATC system
- Airport issues
- Meteorological issues
- Any other area mutually agreed to by the SAC

19-G-4-d Data Use for Training

19-G-4-d-(1) The SAC may approve procedures and use of collected FOQA Data for the purpose of enhancing Pilot training.

19-G-4-d-(2) De-identified aggregate FOQA Data may also be used for training purposes if approved by the SAC.

19-H Flight Safety Action Program (“FSAP”)

19-H-1 FSAP shall be administered in accordance with the FSAP Memorandum of Understanding (“FSAP MOU”) between the Association, the Company, and the FAA.

19-H-2 Any Pilot who has submitted an FSAP report that is accepted into the FSAP that results in his being removed from his schedule by the Company shall not have his PTC, or MPG reduced by such removal provided the Pilot continues to participate in the FSAP.

19-H-3 If the Company fails to file a NASA ASRS report for an incident reported by a Pilot to the FSAP, and a resulting FAA enforcement action over that incident results in the Pilot suffering a loss of flight pay, the Company shall make the Pilot whole.

19-I Flight Safety Investigation (“FSI”)**19-I-1 General**

19-I-1-a FSI is the method for reviewing any incident involving a Pilot that resulted in or had the potential to result in personal injury or property damage. As part of this review, a formal Pilot debriefing may be initiated at the discretion of the assigned Investigator-In-Charge (“IIC”), and if so, shall be initiated as soon as possible following the incident.

19-I-1-b The debriefing should determine the factors which contributed to the incident.

19-I-2 Coordination with FSAP

19-I-2-a Information obtained from the FSI process may be used to support FSAP’s Event Review Committee (“ERC”) investigation. Specific FSI roles and responsibilities are:

19-I-2-a-(1) To obtain all information required by the Company, the FAA and the National Transportation Safety Board (“NTSB”).

19-I-2-a-(2) To establish a standardized debriefing procedure for all crew debriefings to include specific roles and responsibilities.

19-I-2-a-(3) To ensure a consistency in the quality of the debriefings fostered by a checklist identifying a broad array of questions.

19-I-2-a-(4) To set consistent expectations as to the investigation objectives, conduct, documentation and actions taken to reduce or eliminate the risk of reoccurrence.

19-I-2-b ERC as used in Section [19-I](#) includes only Company and Association participants.

19-I-3 Responsibilities

19-I-3-a Aviation Safety is the only Company representative to NTSB and foreign accident/incident authorities under ICAO Annex 13.

19-I-3-b Aviation Safety is responsible for:

19-I-3-b-(1) Determining if a Flight Safety debriefing is warranted. That determination shall not prevent the initiation of a Flight Safety Investigation nor shall it preclude the Chief Pilots' Office ("CPO") or Fleet management from performing a follow-up inquiry after learning that a Flight Safety debriefing is not scheduled.

19-I-3-b-(2) Assigning an IIC to coordinate the Pilot debriefing, provide direction to participants, and control the conduct of the debriefing. The IIC shall coordinate an Incident Review Conference ("IRC") as described in Section [19-I-5](#) following completion of the Pilot debriefing.

19-I-3-b-(3) Providing required information to the NTSB.

19-I-3-b-(4) Preparing a written investigation summary and NTSB report if required and determining appropriate distribution.

19-I-3-b-(5) Augmenting Flight Safety staff with Quality Assurance investigators as required.

19-I-3-c Flight Standards' responsibility is to:

19-I-3-c-(1) Provide technical and procedural expertise to the IIC.

19-I-3-c-(2) Provide the primary debriefing team member who is the Flight Standards, Fleet Technical Manager for the particular fleet type.

19-I-3-c-(3) Consult with the Chief Pilot if follow-up training is recommended.

19-I-3-c-(4) Interface with FAA/POI on developing appropriate procedural changes to address pertinent issues related to the incident as required.

19-I-3-c-(5) Provide feedback to the IIC on any planned changes to the Flight Manual and/or Flight Operations Manual.

19-I-3-d Flight Training's responsibility is to:

19-I-3-d-(1) Provide a debriefing team member for the particular fleet type (if the Flight Standards FTM is not available) who may be either the Program Manager of Flight Operations Fleet Training or a Training Center Standards Captain.

19-I-3-d-(2) Provide appropriate training guidance to the IIC.

19-I-3-d-(3) Consult with the Chief Pilot if follow-up training is recommended.

19-I-3-d-(4) Interface with FAA/POI on developing an appropriate training syllabus to address pertinent issues related to the incident as required.

19-I-3-d-(5) Provide feedback to the IIC on any planned changes to the training program.

19-I-3-e The CPO's responsibility is to:

19-I-3-e-(1) Determine if the crew should be placed on "NF" (no-fly status - paid) or remain in active flight status. A determination to place the crew in "NF" status is in no way a punitive or disciplinary action. "NF" status is determined by using the "Removal of Pilot

From Schedule Criteria” and the “Human Factors Post Incident Evaluation” listed in the Flight Operations Business Manual.

19-I-3-e-(2) Consult with Flight Training, Flight Standards and the ERC, to determine if training is warranted following an incident involving flight safety.

19-I-3-f The CASC Chairman is responsible for:

19-I-3-f-(1) Providing an ERC debriefing team member, preferably one qualified in the same aircraft type (if unavailable a fleet coordinator or a fleet coordinator-qualified officer of the committee).

19-I-3-f-(2) Assisting the IIC in coordinating the Pilot debriefing and communicating the process to the crew.

19-I-3-f-(3) Guiding and representing the Pilots through the FSI process. In the event of an NTSB or FAA investigation, the CASC Chairman shall coordinate with Association Legal as required to ensure the Pilot’s right to legal representation is ensured.

19-I-3-f-(4) Monitoring the FSI process, identifying safety hazards and providing other inputs into the Company's safety risk management and safety assurance processes.

19-I-4 Debriefing Procedure

19-I-4-a The IIC is responsible for debriefing coordination, notification and control.

19-I-4-b The debriefing shall be accomplished only after the involved Pilots’ FSAP reports have been accepted by the ERC. This may require the IIC to request the convening of a special ERC to address only the FSAP reports related to the investigation to support the timing of the debriefing.

19-I-4-c For Pilots who were not removed from schedule, the debriefing shall occur during periods when the Pilots are not on an active Trip, unless agreed to by the Pilots. Debriefs should be mutually convenient for all participants.

19-I-4-d Flight Safety debriefings shall usually be completed by a three (3) member (nonsupervisory) debriefing team comprised of the IIC (who shall lead the debriefing), a Fleet Management representative, and the CASC Fleet Coordinator or the CASC Chairman’s designee.

19-I-4-e The ERC shall be afforded the opportunity to participate in the debriefing. The ERC may submit questions prior to the debriefing in lieu of attendance. If the ERC does attend, the participants shall be adjusted accordingly. Example: If the ERC Association representative attends, the CASC Fleet Coordinator shall not attend. (Should circumstances warrant, an Association attorney, and/or the CASC Chairman may opt to participate in the debriefing.)

19-I-4-f Subject matter experts may be included at the IIC's discretion. Experts may include, but are not limited to, Fleet specific engineering expert, Senior Staff Investigator - Cabin Safety, Ground Safety Representative, and Company Air Traffic Control Representative.

19-I-4-g The IIC shall notify the Association CASC Chairman and debriefing team members of the debriefing time and provide a toll free conference call number for the debriefing. The IIC

debrief shall not occur without an appropriate Association representative. In the event an appropriate Association representative cannot be contacted and/or when a significant event has occurred, the IIC shall notify the CASC Chairman or designee of the planned debriefing, in sufficient time to allow a CASC representative to be present at the debriefing.

19-I-4-h The debriefing shall be conducted in a non-confrontational seminar atmosphere. All debriefing team members have full opportunity to participate. Pilots shall be encouraged to participate in identifying methods to prevent reoccurrence. All Pilot accounts and notes of such accounts shall be considered an extended part of the FSAP report itself and afforded all the limits and protections of the original report.

19-I-4-i Every attempt shall be made to debrief the Pilots only once. Flight Safety reserves the right to conduct a second debriefing in exceptional circumstances when additional information surfaces regarding a specific incident. In these cases, every attempt shall be made to debrief with the original debriefing team. In appropriate cases, as an alternate means to learn additional information, the IIC may submit questions to the Pilots through the CASC representative in lieu of coordinating a second formal debriefing.

19-I-5 Incident Review Conference (“IRC”)

19-I-5-a Following the crew debriefing, the IIC shall initiate a call for the IRC to provide factual information related to the investigation. Unless previously agreed to by mutual consent, the following individuals shall be present on the IRC call:

- Managing Director Aviation Safety or designated alternate
- Chief Pilot or designated alternate
- Managing Director of Flight Standards or designated alternate
- Applicable Senior Manager Training or designated alternate
- FAA Aircrew Program Manager (APM)
- The FSAP ERC
- Association Training Committee Chairman or designated alternate
- CASC Chairman or designated alternate

19-I-5-b During the IRC call, the IIC shall provide a review of the crew debriefing. In addition, the IIC shall provide any additional factual details that may have surfaced and have been verified since the time the debriefing was completed. The IIC shall answer any questions regarding factual information to help ensure that participants have a complete understanding of the incident.

NOTE: The presentation of the current facts surrounding the incident by the IIC only indicates the beginning of the FSI process and in no way should be construed as the completion of the investigation.

19-I-6 Incident Follow-up Actions

19-I-6-a The Chief Pilot shall determine whether follow-up training is required for the Pilot(s). Following the completion of the IRC, the following actions shall occur in sequence to ensure timely resolution:

19-I-6-a-(1) The Chief Pilot shall consult with the Managing Director of Flight Standards, the Managing Director of Training, the APM, and the Association MEC Training Committee Chairman to decide if training deficiencies were identified in the FSI.

19-I-6-a-(2) In the event that the Chief Pilot determines that action is required, the Chief Pilot shall forward that recommendation to the FSAP ERC.

19-I-6-a-(3) The ERC is responsible to ensure that any such recommendations adhere to principles outlined in the FSAP MOU.

19-I-6-a-(4) The ERC shall either approve or modify the recommendation of the Chief Pilot. The ERC shall give every consideration to the Chief Pilot's recommendations.

19-I-6-a-(5) The Chief Pilot shall await the ERC's approval before acting on any proposed training.

19-I-6-a-(6) The Association ERC Representative shall notify the crew of the corrective actions from the IRC call before the Chief Pilot contacts the crew.

19-I-6-b Corrective action sessions are training, not testing or checking. Corrective action sessions shall not be used for disciplinary or punitive actions. Corrective training is not a punitive action. No record of the corrective action sessions shall be recorded. Flight Safety shall not participate in the decision making process, but shall be advised by the Chief Pilot of the actions taken, if any. The Association CASC Representative, and when appropriate the LEC officers and or Association attorneys, shall represent the flight crew until all follow-up issues are resolved.

19-I-7 Incident Documentation

The IIC shall work closely with the debriefing team members and the responsible Division Representatives to identify all necessary corrective actions and the responsible Division shall implement prevention strategies as soon as practical. When the investigation is completed, the IIC shall document the complete investigation in accordance with the Aviation Safety Manual.

19-J Line Operations Safety Audit ("LOSA")

19-J-1 Definitions

19-J-1-a The "LOSA program" is a recurring program that requires expert and highly trained observers to ride the flight deck jumpseat during regularly scheduled flights to collect safety related data on environmental conditions, operational complexity, and flight crew performance. Confidentiality of data and non-jeopardy assurance for Pilots are fundamental to the program.

19-J-1-b The "LOSA Committee" shall consist of the senior-most flight-qualified Vice-President in charge of Flight Operations, the VP of Safety or their designated alternates, and two representatives designated by the Association CASC Chairman. Any necessary subject matter experts may be included with the agreement of the LOSA Committee.

19-J-1-c The “LOSA Coordinator” shall be appointed by the LOSA Committee and shall be responsible for day-to-day oversight of the LOSA program and LOSA Observers.

19-J-1-d The “LOSA Training program” is a training program for training LOSA Observers that must be approved by the LOSA Committee.

19-J-1-e The “LOSA Observers” shall be selected by the Chief Pilot’s Office, approved by the respective Association LEC, and then validated by the LOSA Coordinator. LOSA Observers shall observe line crews on regularly scheduled flights. Selected individuals shall be trained under the direction of the LOSA Committee. At a minimum, LOSA Observer training shall consist of an approved training program. LOSA Observers shall be fully trained on LOSA ethics, Threat, Error and Undesired Aircraft State (“UAS”) Management concepts, observational coding and narrative write-up for contextual support, etiquette and rationale, and use of any forms and recording tools to include the protection of Identified Data (flight number/date, crew names, observer names, etc.).

19-J-2 LOSA Program

19-J-2-a The design, implementation, and operation of the LOSA program shall be determined by the LOSA Committee. Any variation from the agreed upon LOSA program shall require the mutual agreement of the parties prior to implementation.

19-J-2-b The LOSA Coordinator shall oversee the day-to-day operations of the LOSA program and establish necessary procedures to ensure compliance with the provisions of the LOSA program and this Section [19](#).

19-J-2-c The design of the LOSA program shall ensure the confidentiality and ultimate anonymity of individual crewmembers to the maximum extent possible.

19-J-2-d Data collected from the LOSA program shall be considered Information and comply with all the provisions of the LOSA program and this Section [19](#).

19-J-2-e All information derived from the LOSA program shall be shared among all members of the LOSA Committee.

19-J-2-f Any claimed infraction of the requirements of the terms of the LOSA program shall be promptly reviewed and investigated by the LOSA Committee. If an infraction is found, the LOSA Committee may suspend the LOSA program until the infraction is resolved to its satisfaction.

19-J-2-g The LOSA program shall be a voluntary, peer-to-peer observation of normal line operations, where crew participation is optional. Before conducting LOSA observations, LOSA Observers shall first ask the flight crew for permission to be observed. If any crewmember declines, the LOSA Observer shall not conduct the observation.

19-J-2-h The LOSA program shall include the following elements:

19-J-2-h-(1) LOSA observations shall be limited to regularly scheduled flights. Line checks, initial operating experience or other training flights shall not be used as LOSA observation flights.

19-J-2-h-(2) LOSA Observers are prohibited from recording names, flight numbers, dates, or any other information that can identify a crew or individual. LOSA Observers shall sign a confidentiality agreement with these stipulations. The purpose of the LOSA program is to collect safety data. LOSA data can never be used for disciplinary reasons. No observed Pilot shall be subject to any instruction, checking, discipline, discharge or enforcement action by the Company during or as a result of their participation in the LOSA program.

19-J-2-h-(3) A standard form shall be approved by the LOSA Committee for use during observation rides. No other notes or records of any kind shall be kept.

19-J-2-h-(4) In order to maintain confidentiality, the LOSA Committee shall maintain a trusted data repository. Absent approval of the LOSA Committee, only the LOSA Committee's final analysis, which shall not identify individual observations, shall be disseminated outside the LOSA Committee. Storage and access arrangements, including the identity of those who have access at any time to the records and/or data, must be agreed to in advance by the LOSA Committee. Any use of LOSA raw data or the "LOSA Data Query and Reporting Tool" software (or similar) shall remain under the exclusive control of the LOSA Committee and requires mutual agreement by the Company and Association members of the LOSA Committee.

19-J-2-h-(5) The final product of the LOSA program is data derived targets for enhancement based on emergent patterns in the data. It is then up to the LOSA Committee to develop an action plan based on these targets.

19-J-2-h-(6) Data Cleaning Roundtables shall include one Flight Standards representative, one designated Association representative, and one Instructor/Evaluator. Selection of Roundtable participants shall be by consensus of the LOSA Committee. In order to ensure data security the following provisions shall be implemented for the Roundtables:

19-J-2-h-(6)-(a) All members of the Roundtables shall sign a confidentiality agreement and shall be briefed regarding the restrictions on divulging LOSA data or information outside the LOSA Committee.

19-J-2-h-(6)-(b) LOSA reports shall not be distributed to or retained by members of the Roundtable.

19-J-2-h-(6)-(c) The LOSA Coordinator shall attend the Roundtables to ensure compliance with these restrictions.

19-J-3 Information Security and Use

19-J-3-a Any special studies or evaluations require approval by the LOSA Committee.

19-J-3-b No data derived from the LOSA program shall be shared with any government agencies, including any FAA personnel, unless required by law, regulation, court order, or legally binding directives of responsible government agencies or unless expressly agreed to in writing by the Association. Government agencies may be given access to de-identified data on Company property if expressly agreed to in writing by the Association, or if otherwise required by law, regulation, court order or directive.

19-J-3-c Any information that could be used to identify the crew shall not be recorded.

19-J-3-d LOSA participants, including the Company, the Association, and vendors shall enter into confidentiality agreements prior to their participation in the LOSA program. Any individual who has contact with any Identifying Data used in the LOSA program shall be prohibited from divulging any Identifying Data outside the LOSA Committee, except as required by law.

19-J-4 General

19-J-4-a The Association members of the LOSA Committee, the LOSA Coordinator, and any other Association LOSA participants shall be paid per the Company-required meeting provisions of LOA 12-14.

19-J-4-b A LOSA Observer who has conducted a LOSA observation in the ninety (90) days prior to the date he lapses currency shall not be subject to the provisions of Section [20-R](#).

19-J-4-c LOSA observers shall be boarded as jumpseaters after Company Pilots.

19-K Fatigue Risk Management System (“FRMS”)

The FRMS shall be administered in accordance with the FRMS Letter of Agreement between the Association and the Company.

Section 20- Allocation, Assignment and Scheduling of Flying

20-A General

20-A-1 The Company shall be responsible for allocation of hours, construction of trips, Duty Period assignment, assignment to Base(s) of all trips (including charters), lines of flying, and all known Open Flying in accordance with the provisions of this Agreement. At SSC request, the Company shall discuss the revision of trips, Duty Period assignment or assignment to Base(s).

20-A-2 Pilot Bases. The geographical location of a Pilot Base(s) and designation of Equipment type to be flown from each Base(s) shall be determined by the Company after discussions with the SSC.

20-A-3 A Pilot who has restrictions regarding with whom he may fly (e.g., low-time Pilots, etc.) may be denied an assignment to ensure compliance with such restrictions. If changes to existing assignments are necessary to comply with such restrictions, the reassignment provisions of Section [20-F](#) shall apply. After the Company determines which Status to reassign, if a choice of which Pilot to reassign exists, the reassignment shall be offered on a seniority basis, and if no Pilot volunteers, then the reassignment shall be made on an inverse seniority basis.

20-A-4 Call-Out Time

20-A-4-a A Reserve in a Short Call window or a Lineholder in a telephone availability window must be able to report for duty (call-out time), including to a voluntary Field Standby assignment, no more than two hours and thirty minutes (2:30) after the Company's initial attempt at contact. Consideration shall be given to heavy traffic, construction, and similar circumstances. When the call-out time is less than three (3) hours, to effectuate an on-time Departure or a Field Standby report time, the Pilot may elect to pay for parking closer to the terminal and shall be reimbursed for such expense. Additionally, at Bases with co-terminals, consideration shall be given if the Pilot is given an assignment that reports at an airport that is not the primary airport of the Base.

20-A-4-a-(1) Nine (9) hours after the start time of a Short Call window the call-out time for a Basic Reserve shall increase to twelve (12) hours. If the Company's initial attempt at contact occurs before the nine (9) hour point, the Basic Reserve's call-out time remains at two hours and thirty minutes (2:30).

20-A-4-b If such a Pilot accepts and fulfills a call-out time requirement that is from one hour thirty minutes (1:30) to two hours fifteen minutes (2:15) of the Company's initial attempt at contact, he shall receive one (1) hour of Add Pay. If a Pilot accepts and fulfills a call-out time requirement that is less than one hour thirty minutes (1:30) of the Company's initial attempt at contact, he shall receive two (2) hours of Add Pay. By default, such Add Pay shall be included in the Pilot's schedule at time of acceptance; if the Pilot is unable to fulfill the call-out time requirement, the Company may remove the Add Pay.

20-A-4-c The Company may reduce the ninety (90) minute report time for a Duty Period that begins with a Global Flight by up to thirty (30) minutes but by no more than is required to achieve a two hour thirty minute (2:30) call-out time (or less, in accordance with Section [20-A-4-b](#)). The parties acknowledge that in some cases this reduced report time may be insufficient.

20-A-5 Buffers. The Company may apply buffers to contractual scheduling rules and to FAR, including to contractual scheduling rules and FAR that impact reserve assignment order.

20-A-5-a Buffers that impact Pilot schedule improvement (that is, Monthly Schedule Preferencing, Trip-Trading and reserve aggressive pickups) shall be published and the Company shall provide the SSC the opportunity to consult with and make recommendations to such buffers. If the SSC disagrees with such buffers, it may appeal to the senior-most flight-qualified Vice-President in charge of Flight Operations and both the Company and the SSC shall provide documentation necessary to support their positions; however, the Company shall make the final determination.

20-A-5-b When a Pilot is projected to exceed a buffer established under this Section [20-A-5](#), but is not projected to exceed any actual limits, the Company may choose to apply Section [20-F-1](#) or [20-F-2](#), as appropriate, to the Pilot's schedule.

20-A-5-b-(1) In addition, if the Company chooses to apply the preceding paragraph to a Trip for which the Pilot has reported, the Pilot shall receive Add Pay under the terms of Section [20-I-9](#) Step Five (Untriggered Reassignments) (the Pilot is considered to be assigned or reassigned under Section [20-F-1](#) or [20-F-2](#), not under Section [20-I-9](#)).

20-A-5-b-(2) Example 1: A Pilot is scheduled for Trip A followed by Trip B. There is an FAR limit of sixty (60) hours of duty in a rolling one hundred sixty-eight (168) hour window. When building schedules, the Company buffers this limit at fifty-six (56) hours in a rolling one hundred sixty-eight (168) hour window. At the time the Trips are placed on his schedule, the Pilot is below this buffered value. Trip A experiences some delays and, when evaluating the legalities for Trip B, the Pilot is now projected at fifty-eight (58) hours in a rolling one hundred sixty-eight (168) hour window, which exceeds the buffered value but does not exceed the actual limit. The Company may elect to reassign the Pilot for Trip B utilizing either Section [20-F-1](#) or [20-F-2](#), as appropriate.

20-A-5-b-(3) Example 2: A Pilot is scheduled for Trip A followed by Trips B and C. There is an FAR limit of sixty (60) hours of duty in a rolling one hundred sixty-eight (168) hour window. When building schedules, the Company buffers this limit at fifty-six (56) hours in a rolling one hundred sixty-eight (168) hour window. At the time the Trips are placed on his schedule, the Pilot is below this buffered value. Trip A experiences some delays and, when evaluating the legalities for Trip B and Trip C, the Pilot is now projected at fifty-eight (58) hours in a rolling one hundred sixty-eight (168) hour window, which exceeds the buffered value but does not exceed the actual limit. The Company may elect to reassign the Pilot for Trip B or Trip C utilizing either Section [20-F-1](#) or [20-F-2](#), as appropriate.

20-A-5-b-(4) Example 3: A Pilot is scheduled for a EWR-HKG-EWR Trip. There is an FAR limit of sixty (60) hours of duty in a rolling one hundred sixty-eight (168) hour window. When building schedules, the Company buffers this limit at fifty-six (56) hours in a rolling one hundred sixty-eight (168) hour window. At the time the Pilot reports for EWR-HKG, he is below this buffered value. EWR-HKG experiences a delay and the Pilot is now projected at fifty-eight (58) hours in a rolling one hundred sixty-eight (168) hour window, which exceeds the buffered value but does not exceed the actual limit. The Company may elect

to reassign the Pilot under [20-F-1](#) to fly EWR-NRT-EWR, and the Pilot shall receive Add Pay under the terms of Section [20-I-9](#).

20-A-5-c Buffers shall not be increased for the purpose of denying a Pilot the ability to increase his pay. Buffers used by the Company when making reserve assignments or when approving out-of-silo aggressive pickups shall not be greater than those applied to automated transactions (that is, Trip-Trading, reserve aggressive pickup, etc.).

20-A-5-d When a Pilot is legal to fly a Trip on his schedule but has an upcoming currency or qualification lapse, the Company may drop the Trip due to the upcoming lapse only as follows:

20-A-5-d-(1) The Trip that is dropped has a scheduled arrival time that is within two (2) calendar days of when the Pilot's currency or qualification lapses; and

20-A-5-d-(2) The Trip is dropped no more than two (2) calendar days prior to the Trip's scheduled departure time.

20-A-5-d-(3) If a Trip is so dropped, and if the currency or qualification lapse is not Pilot-caused, then:

20-A-5-d-(3)-(a) The Pilot's LPV and PTC shall not be reduced, and he shall not lose any Add Pay that he received prior to the time of the Trip drop.

20-A-5-d-(3)-(b) At its discretion, the Company may either:

(i) Apply Section [20-F-1-a](#) to the dropped Trip, provided that any replacement flying must be scheduled to arrive no later than twelve (12) hours prior to the original Trip's scheduled arrival time; or

(ii) Place the Pilot on 'Do Not Fly' status, commencing twelve (12) hours prior to the original Trip's scheduled arrival time; or

(iii) With the concurrence of the Pilot, use an alternate process that enhances the Pilot's ability to maintain currency or qualification.

20-A-5-d-(4) If a Trip is so dropped, and if the currency or qualification lapse is Pilot-caused (e.g., CQDL, medical, 757 display currency when CBT extension is available, passport expiration), then the Trip will be dropped without pay.

20-A-5-d-(5) Example: Assume that a currency or qualification lapses at the end of the day Friday. A Trip that is scheduled to arrive prior to the end of the day Wednesday may not be dropped. A Trip that is scheduled to arrive on Thursday or Friday may be dropped.

20-A-5-d-(6) This Section [20-A-5-d](#) shall in no way limit the Company's ability to FBO a Trip according to the provisions in Section [20-Q-15](#).

20-A-6 The Company may always bypass a Reserve for assignment, or assign a Reserve and later remove him from that assignment, if another Pilot can protect an on-time Departure or reduce a delay. If such a Reserve is assigned and later removed, he shall be entitled to call out pay (whether he actually reports or not), in accordance with Section [3-C-3-g](#). When administering this Section [20-A-6](#), the Company must notify Reserves in the proper order but is not required to wait for call-backs. A Reserve who is removed from a Trip under this provision shall be treated as follows:

20-A-6-a If the Reserve was a long-call Reserve when they received the Trip assignment or was a short-call Reserve whose rest was reset at time of assignment, if they are removed from the Trip prior to report the Pilot shall return to long call. If the Pilot is removed from the Trip after they report, the Pilot shall be released. In all cases, with their concurrence they may be reassigned to Field Standby duty having the same report time as the Trip report, in which case the Pilot shall be eligible for the Add Pays described in Section [20-K-10](#).

20-A-6-b If the Reserve was a short-call Reserve when he received the Trip assignment (excluding a short-call Reserve whose rest was reset at time of assignment), if he is removed from the Trip prior to report he shall, at Company discretion, be released or be returned to his previous short-call assignment. If he is removed from the Trip after he reports, he shall be released. In all cases, with his concurrence he may be reassigned to Field Standby duty having the same report time as the Trip report, in which case he shall be eligible for the Add Pays described in Section [20-K-10](#).

20-A-7 The Company may bypass a Lineholder for assignment if another Lineholder can protect an on-time Departure or reduce a delay. When administering this Section [20-A-7](#), the Company must notify Lineholders in the proper order but is not required to wait for call-backs.

20-A-8 Unless otherwise stated, all time references in this Agreement shall refer to a Pilot's Base time.

20-A-9 Assignment or reassignment limitations contained in this Section [20](#) are waivable with Pilot concurrence.

20-A-10 A Pilot who operationally is released from duty in a vacation period shall have the lost vacation day(s) added to the end of the vacation period. The Pilot may waive this provision.

20-A-11 A Pilot's schedule assignment is an individual assignment. Each Pilot shall fly his assigned schedule unless deviation is permitted or required by the Company or the application of this Agreement.

20-A-12 If a Reserve drops an assignment whose footprint includes a disrupted day (FDO, RDO, or VDO) on which he performed no flight duty, including but not limited to sick leave, fatigue or FMLA, any previous day-off adjustments shall be reversed and sick leave, if applicable, shall not be debited for that day, and any Add Pay associated with the disrupted day shall be removed. If the disrupted day is an FDO, the Company may decide to not apply this provision, in which case any Add Pay shall remain.

20-A-13 A Pilot who is transitioning from Lineholder to Reserve or vice versa between Bid Periods A and B, and who has a Trip that begins in Bid Period A and ends in Bid Period B, shall be treated as a Lineholder for the entire Trip if he began the Trip as a Lineholder and shall be treated as a Reserve for the entire Trip if he began the Trip as a Reserve. Except that if the Pilot is transitioning to Reserve and the Trip was awarded or assigned to him after schedules for Bid Period B have been awarded, the Company may return him to underlying Reserve days, as an option when applying Section [20-F-1](#) or [20-F-2](#).

20-B Preparing for Monthly Schedule Preferencing

20-B-1 Changes to Trips used in Monthly Schedule Preferencing that are made between initial publication and 0800 CT on the eighth (8th) calendar day of the month shall be reflected in Monthly Schedule Preferencing. The SSC shall determine which Trip changes shall be communicated.

20-B-2 Notwithstanding Section [20-B-1](#), changes to trips which are scheduled to operate from one Bid Period ("Bid Period A") into the next Bid Period ("Bid Period B") that are made prior to the time that bidding for Monthly Schedule Preferencing closes for "Bid Period B" shall be reflected in Monthly Schedule Preferencing. If a revision is made after Monthly Schedule Preferencing, the Company shall call the affected Pilot(s) (and leave a message, if necessary) to advise him of the revision.

20-B-3 If an absence or activity causes a Pilot's Trip or other activity that starts in "Bid Period A" and ends in "Bid Period B" to be dropped and if schedule bidding for "Bid Period B" has not yet closed, then during Monthly Schedule Preferencing for "Bid Period B" he shall not have any carry-in (Line Credit or pay value) in "Bid Period B". Further, the Pilot shall not be unavailable in "Bid Period B" due to such Trip or activity drop.

20-B-3-a For example, a Pilot has a four (4) day Trip, two days in "Bid Period A" and two days in "Bid Period B", and he receives a vacation drop before schedule bidding for "Bid Period B" has closed. He shall receive vacation pay in accordance with Section [11-G](#) for the portion of the pay value of the Trip that occurs in "Bid Period A". During Monthly Schedule Preferencing for "Bid Period B", he shall not have any carry-in (Line Credit or pay value) in "Bid Period B" and he shall be available for the first two days in "Bid Period B" (unless made unavailable for a reason other than the vacation drop).

20-B-3-b This Section [20-B-3](#) shall not be applied to a Trip drop caused by an ALPA or Company business absence or activity.

20-B-4 Absence and activity changes shall be held until after monthly schedules have been awarded, unless the Company and the Pilot agree otherwise.

20-B-5 Upon the start of Monthly Schedule Preferencing, any Section [20-F](#) availability days in the Bid Period being preferred shall be canceled.

20-B-6 Active/inactive and Category changes may continue to be made until the awarding process for that Category begins.

20-C Monthly Schedule Preferencing

20-C-1 Timeline.

20-C-1-a Schedule bidding shall open no later than 1700 CT on the fourth (4th) calendar day of the month and shall close at 0800 CT on the tenth (10th) calendar of the month for Captains and at 0800 CT on the eleventh (11th) calendar day of the month for First Officers.

20-C-1-b By Equipment-Base, Captain monthly schedule awards shall run prior to First Officer monthly schedule awards. Captain schedule awards shall be completed no later than 2359 CT on the thirteenth (13th) calendar day of the month. First Officer schedule awards shall be completed no later than 2359 CT on the fifteenth (15th) calendar day of the month. Monthly schedule awards for each Category shall be published in PBS when completed.

20-C-1-c In the event of a catastrophic failure, a rerun or restart shall be initiated and a joint decision between the Company and the SSC shall be made on extending the publishing deadlines.

20-C-1-d Modification to the timeline, including re-runs, may be made by mutual agreement between the Company and the SSC. A substantive change to the Trips used in Monthly Schedule Preferencing is a valid reason to consider a modification to the timeline.

20-C-2 All Trips starting in the Bid Period shall be posted for preferencing and awarded by this process, except for the following:

20-C-2-a Trips awarded to Line Check Pilots, but no more than seventy-five percent (75%) of the anticipated OE requirement, may be removed from the pool of Trips available to be awarded to First Officers and set aside for use as OE Trips.

20-C-2-b Up to three percent (3%) of the Line Credit in any Category may remain unassigned, to facilitate trip-trading with Open Flying. Trips set aside for use as OE trips under Section [20-C-2-a](#) shall not count towards this limit.

20-C-3 Preferencing

20-C-3-a A Pilot shall be included in Monthly Schedule Preferencing in the Category he will be in on the first day of the Bid Period being preferenced, except that if a Pilot is scheduled for initial, transition or requalification training that includes the first day of the Bid Period being preferenced, he shall be included in Monthly Schedule Preferencing in the Category for which he is training.

20-C-3-b If a Pilot has availability in a Category other than the Category in which he was included in Monthly Schedule Preferencing or if his availability was not known until after bidding for Monthly Schedule Preferencing has closed, the Company shall construct a reserve line for the days he is available, pro-rated if necessary, for the Pilot.

20-C-3-b-(1) A Pilot returning from an unpaid absence (including a Pilot returning from LTD) that spanned the entire Bid Period in Monthly Schedule Preferencing shall be subject to this Section [20-C-3-b](#); otherwise he shall be subject to Section [20-F-6](#).

20-C-3-b-(2) With mutual agreement and in lieu of a reserve line, a Pilot who could have been a Lineholder had he been included in Monthly Schedule Preferencing may be placed on Lineholder status for the days he is available. The Pilot's initial PTC and LPV shall start at zero for those days.

20-C-3-c When a Pilot is included in Monthly Schedule Preferencing in the Category for which the Pilot is training and requires OE, the following shall apply:

20-C-3-c-(1) If fifteen (15) hours or less of OE is required, the Company shall block at least four (4) days, but no more days than the Recent Qualification Time minus four (4) days, immediately after the date the Pilot is projected to complete training.

20-C-3-c-(2) If more than fifteen (15) hours of OE is required, the Company shall block at least ten (10) days, but no more days than the Recent Qualification Time, immediately after the date the Pilot is projected to complete training. The SSC may concur to more OE

Blocker days than would otherwise be provided by the calculation of Recent Qualification Time.

20-C-3-c-(3) The Recent Qualification Time shall be defined as the average number of days from completion of training until completion of OE for the respective fleet for the Bid Period which is two (2) Bid Periods before the Bid Period in question, measured by the completion of OE (i.e., the average for those that completed OE in October for application to the December Bid Period), plus an additional twenty percent (20%) or as may be adjusted in collaboration with the SSC to account for differences in the number of students and available LCPs in the planned Bid Period. For example, if the calculation results in an average of ten (10) days, the Recent Qualification Time as applied in this Section [20-C-3-c](#) would be twelve (12) days (or as otherwise adjusted to a greater number of days in collaboration with the SSC).

20-C-3-c-(4) These blocked days shall be added to a Pilot's schedule before bidding for Monthly Schedule Preferencing closes.

20-C-3-c-(5) Once the Pilot has successfully completed his OE, the Pilot shall fly the remainder of his awarded schedule.

20-C-3-c-(6) A Pilot who completes a training course that requires two (2) Flight segments of OE rather than a specific number of hours shall not have any days blocked.

20-C-3-c-(7) If a Pilot elects to have three (3) unpaid days off blocked in accordance with Option 1 or Option 2 of Section [9-F-12](#), those days will be blocked in addition to the days required by Section [20-C-3-c-\(1\)](#) or Section [20-C-3-c-\(2\)](#), as applicable. If a Pilot elects Option 3 of Section [9-F-12](#), the Pilot will be given three (3) additional OE blocker days beyond the number required by Section [20-C-3-c-\(1\)](#) or Section [20-C-3-c-\(2\)](#), as applicable, and the Company shall designate any three (3) consecutive days within the block of OE blocker days as days on which OE will not be assigned and the Company shall inform the Pilot of the designated days no later than the Pilot's last day of simulator training. The same rule shall apply even if the Pilot fails to indicate an election and the Company determines which option shall apply in accordance with Section [9-F-12](#).

20-C-3-d During Monthly Schedule Preferencing, a Pilot shall have the opportunity to indicate to the Company which trips and criteria he desires. Any Pilot may preference a reserve schedule for the Bid Period.

20-C-3-e A Pilot who fails to enter a monthly preference shall be awarded a schedule based on the Pilot's standing bid or, if no standing bid is entered, then based on the default bid as predetermined by the SSC for each Category. The SSC shall advise the Company of any changes to default bids no later than five (5) business days prior to the opening of Monthly Schedule Preferencing. The Company shall publish these default bids.

20-C-4 Awarding

20-C-4-a Pilots shall be awarded a schedule within their Category in accordance with their seniority, subject to FAR and contractual limitations, including the requirement for all Pilots in the Category to receive a legal award.

20-C-4-b Without SSC concurrence, the Company shall not use the PBS software (i.e., the "drag and drop" interface) to manually alter the final PBS solution.

20-C-4-c Awarded schedules shall provide reasonable expectancy of schedule reliability.

20-C-4-d The Company shall continue to use the current product for the PBS application, unless mutually agreed otherwise. If the Company desires a different product or vendor, ALPA shall not unreasonably withhold its consent, and shall only withhold its consent for issues directly related to the capabilities or design of the new system under consideration; specifically, ALPA shall not withhold its consent for unrelated issues. The Company shall not make any changes to the PBS awarding logic or bidding interface unless mutually agreed upon.

20-C-4-e If the Company demonstrates technology or process improvements (e.g., new PBS servers) resulting in First Officer solve times of eighty-two (82) hours or less, with no reduction in solve quality, then the Company may change the First Officer schedule bidding close date in Section [20-C-1-a](#) from the eleventh (11th) calendar day of the month to the twelfth (12th) calendar day of the month. If the Company executes this option, the parties will meet and agree on a mechanism to return to the original timeline in the event the modified timeline proves insufficient in maintaining solve quality.

20-C-5 Line Production Average (LPA)

20-C-5-a At the opening for Monthly Schedule Preferencing, the Company shall publish each Category's LPA, G-Line, and minimum number of Long Call Reserve Lines and Voluntary Early Check/Voluntary Short Call Lines being offered.

20-C-5-b No later than 1700 CT on the fifth (5th) calendar day of the month, the Company may update the LPA, G-Line, or number of Long Call Reserve or Voluntary Early Check/Voluntary Short Call Lines being offered in a Category as a result of an unforeseen change in flying for that Category.

20-C-5-c The LPA calculated from the inputs and parameter settings used for actual schedule awarding, but excluding Pilot bids, must adhere to the following tolerances. While adhering to such tolerances this calculated LPA may fall outside the limits specified in Section [5-B-1-a](#). For purposes of this Section [20-C-5-c](#), 'line-eligible Pilots' shall be the number of Pilots above the G Line, excluding those who are unavailable for the full Bid Period, and "Build Range" is the Category's line construction range.

Line-Eligible Pilots	Tolerance
200 or more	± [0.5]
100 to 199	± [Build Range ÷ 16 × 1.0]
40 to 99	± [Build Range ÷ 16 × 1.25]
Less than 40	± [Build Range ÷ 16 × 2.5]

20-C-5-d When complying with Section [20-C-5-c](#), the Company may assume that up to seventy (70) hours of Line Credit shall remain unassigned (or up to seventy (70) additional hours, if

some number of hours was already assumed). However, the Company must then allow an equivalent number of hours to be unassigned in the award run.

20-C-5-e If the Company does not utilize the provision in Section [20-C-5-d](#), or if it does utilize the provision but not to the full seventy (70) hours, to improve the run (time permitting) it shall give consideration to an award solution that has a number of unassigned hours from the number used in Section [20-C-5-d](#) (including zero) to seventy (70), but it need not accept such a solution if there is a valid reason not to (general coverage concerns is a valid reason).

20-C-5-f Changes to Trips made prior to the Section [20-B-1](#) time limits must comply with the tolerances found in Section [20-C-5-c](#) and in addition cannot result in a change to the published LPA of more than:

Line-Eligible Pilots	Tolerance
200 or more	± 15 minutes
100 to 199	± 30 minutes
40 to 99	± 45 minutes
Less than 40	± 45 minutes

20-D After Monthly Schedule Preferencing

20-D-1 Full lines which become available after the completion of Monthly Schedule Preferencing may be assigned to Reserves, according to their seniority, who have indicated during Monthly Schedule Preferencing a desire for a move-up line; except that any Reserve who desires to remain a reserve may, within seventy-two (72) hours after the completion of Monthly Schedule Preferencing for all Pilots, advise the Company that he desires to keep his reserve schedule; in which case he shall not be moved up under this provision. To be eligible to be moved up, a Reserve must be available for a full Bid Period. "Available for a full Bid Period" as used herein means a Reserve who, at the time schedule awards are made, is not planned to be absent for any reason except (1) training of less than five (5) days; (2) ALPA duty; (3) no more than one weekend (or equivalent) military absence or (4) Company business.

20-D-2 If, at any time, a partial line becomes available, such partial line may be offered to Reserves, in seniority order, who are available for all of the flying.

20-D-3 Errors made in Monthly Schedule Preferencing or Recurrent Training Preferencing shall be handled according to the following process:

20-D-3-a A Pilot must file a dispute within five (5) days after Monthly Schedule Preferencing is completed for all Pilots or publication of Recurrent Training awards, as applicable. Filing a dispute does not affect a Pilot's ability to grieve.

20-D-3-b A Dispute Resolution Committee (DRC) shall consist of two (2) members from ALPA and two (2) members from the Company. The DRC shall have access to any systems tools that are necessary to validate each dispute. For all valid schedule errors, the DRC shall have full discretion to determine the appropriate remedy to make the Pilot whole and shall have access

to any systems tools that are necessary to determine the appropriate remedy, if any. Remedies shall relate directly to the error that occurred and only to the directly affected Pilot, and shall not include removing Trips or Recurrent Training from the schedules of other Pilots.

20-D-4 If an error occurs after Monthly Schedule Preferencing, the Company will attempt to restore the schedule of any Pilot directly impacted by the error (that is, no secondary or 'domino' effect) to how such schedule existed before the error occurred. The Pilot may be given an assignment(s) under Section [20-F-1](#) in lieu of any flying that was not restored. Such Pilot's Line Pay Value shall be the greater of his Line Pay Value as it existed before the error occurred or his Line Pay Value after he completes his Section [20-F-1](#) obligation. In addition, the Company may apply this process to a Pilot mistake (e.g., a Pilot who picks up a Trip he didn't intend to).

20-D-4-a If the error is discovered after the Pilot has reported for the assignment made in error, Section [20-F-1-b](#) or Section [20-F-2](#), as applicable, shall apply.

20-D-4-b If the error occurred less than or equal to two (2) hours prior to the report time of the assignment made in error, Section [20-F](#), as applicable, shall apply.

20-D-4-c If the error occurred more than two (2) hours but less than or equal to twelve (12) hours prior to the report time of the assignment made in error, Section [20-D-4](#) shall apply until the earliest of (a) two (2) hours after the error occurred; or (b) two (2) hours before the report time of the assignment made in error; after that time, Section [20-F](#), as applicable, shall apply.

20-D-4-d If the error occurred more than twelve (12) hours but less than or equal to seventy-two (72) hours prior to the report time of the assignment made in error, Section [20-D-4](#) shall apply until the earliest of (a) twelve (12) hours after the error occurred; or (b) ten (10) hours before the report time of the assignment made in error; after that time, Section [20-F](#), as applicable, shall apply.

20-D-4-e If the error occurred more than seventy-two (72) hours prior to the report time of the assignment made in error, Section [20-D-4](#) shall apply until the earliest of (a) the end of the second full day after the error occurred (e.g., until 2359 CT on Wednesday for an error that occurred on Monday); or (b) sixty (60) hours before the report time of the assignment made in error; after that time, Section [20-F](#), as applicable, shall apply.

20-D-4-f If the Pilot brings the error to the attention of Crew Scheduling, it must be resolved at that time.

20-D-4-g At any time, the Company may elect to use Section [20-F](#) in lieu of this Section [20-D-4](#). With the concurrence of the Pilot, this Section [20-D-4](#) may be used outside the timeline restrictions above.

20-D-5 Days Off Adjacent to Vacation.

Within seventy-two (72) hours after Monthly Schedule Preferencing is completed for all Pilots, a Pilot may elect to protect some or all of his days off before and after a vacation period that was included in Monthly Schedule Preferencing, subject to the following:

20-D-5-a A Lineholder or Basic Reserve may not protect the first day off occurring before the vacation period.

20-D-5-b A Global Reserve may not protect the first two (2) days off occurring before the vacation period.

20-D-5-c The protected days must be continuous and adjacent to the vacation period.

20-D-5-d Without Company concurrence, a Lineholder may not pick up or trade for a Trip that overlaps the protected days and/or the day off before the protected days.

20-D-5-e Without his concurrence, a Pilot may not be given an assignment or reassignment that infringes on protected days.

20-D-5-f Vacation in a Bid Period shall comply with the timeline in Section [20-D-5](#), even if that vacation begins on the first day of the Bid Period. It is understood that in some cases the protected days off will occur in the Bid Period prior to the one in which the vacation occurs. In the application of Sections [9-B-4](#) and [20-Q-12](#) (no training or landings classes before and after a vacation period), if the Company is unaware of the Pilot's vacation because it occurs in the subsequent Bid Period, the Pilot is deemed to have concurred to the training or landings class assignment provided he does not call the upcoming vacation period to the Company's attention at the time of notification of assignment.

20-D-6 When a schedule repair is required due to the results of Monthly Schedule Preferencing for the next Bid Period being loaded into the crew management system, at its discretion the Company may utilize either Section [20-F](#) or the following process:

20-D-6-a For the Pilot's first occurrence over a rolling six Bid Period timeframe, Section [20-F](#) is applicable.

20-D-6-b For the Pilot's second and third occurrences over a rolling six Bid Period timeframe, Section [20-F](#) is applicable except that the Company and the Pilot shall mutually select a block (or blocks) of AV days that need not correspond to the footprint of the Trip (or Trips) being dropped. If mutual agreement cannot be reached, a flight manager will select the repair and AV days in Bid Period B. The intent of this paragraph is a selection of AV days for which the Pilot is legal for an assignment.

20-D-6-c For the Pilot's fourth, fifth and sixth occurrences over a rolling six Bid Period timeframe, at its discretion the Company may utilize Section [20-D-6-b](#) above or it may elect to repair the Pilot's schedule by dropping a Trip (or Trips) in Bid Period B without pay (in which case the Pilot shall have no AV day obligation).

20-D-6-d The process described in this Section [20-D-6](#) is not applicable and the schedule repair will not count as an occurrence under this Section [20-D-6](#) if:

20-D-6-d-(1) the need for the schedule repair was created by reassignment or in the Actual Operation; or

20-D-6-d-(2) a schedule repair is made because a Pilot is projected to exceed a buffer established under Section [20-A-5](#), but is not projected to exceed any actual limits.

20-D-6-e A schedule repair made under Section [20-D-6-b](#) must allow the Pilot a reasonable amount of time to respond to the Company's proposal before the first trip-trading run for Bid

Period B. A schedule repair made under Section [20-D-6-c](#) must be completed before the first trip-trading run for Bid Period B.

20-D-7 A Pilot who is changing Bases and is awarded a block of reserve days that crosses between Bid Periods from the old Base to the new Base may:

20-D-7-a Continue the block of reserve days at their old Base (either through an election or failure to make an election under Section [20-D-7-b](#)), and be provided lodging starting on the last night of the first Bid Period, or

20-D-7-b Elect, prior to start of trip-trading as provided in Section [20-P-3-c](#) in the first Bid Period, to start the block of reserve days at their new Base. For example, by the start of February trip-trading (which occurs in January) for a reserve block that crosses between the January and February Bid Periods.

20-E System Schedule Committee

20-E-1 A System Schedule Committee ("SSC") shall be composed of four (4) Pilot representatives, one of whom shall be designated as Chair. These Pilots may also be Local Schedule Representatives. Each month the SSC shall meet with the designated Company representatives to review and make recommendations to the Company regarding Trip construction, the allocation and assignment of flying and lines of flying. Members of the SSC, or their designees, may observe, review and provide input during schedule awarding. In addition, a minimum of one (1) scheduling representative from each Base shall be given the opportunity to review the construction of Trips. Each month, the Company shall schedule the SSC meeting to coincide as closely as possible with the anticipated dates of the opening of monthly bidding. This SSC meeting shall be at least three days; however the meeting may be extended by agreement due to problems with schedule awarding. Meetings may be on different dates for some or all fleets. Additional meetings may be held by mutual agreement. It is the intent that this SSC shall have the opportunity to consult with and make recommendations to the Company on the allocation of flying, assignment and reduction of flying to Pilot Bases. When considering the allocation of flying, assignment and reduction of flying to Pilot Bases, the seniority of the Pilots involved shall be taken into account, so long as efficient utilization of Pilots and stability of Pilot employment at the Bases are achieved and economy of operations and working conditions are not unreasonably affected.

20-E-2 All information pertinent to the allocation, assignment, and scheduling of flying shall be provided to the SSC on a timely basis. In addition, the Company shall provide the SSC with requested information, including the results of trip construction studies requested by the SSC Chair, and provide test runs to address issues such as misawards. The Company shall provide PBS Planner Interface Training for members of the SSC upon request by the SSC Chair. It is understood by the parties that some information may be identified by the Company as "privileged." The SSC and the MEC Officers agree to keep this information confidential until informed otherwise by the Company.

20-E-2-a The SSC, or other ALPA committee members as designated by the SSC Chairman, shall be involved with the application of fatigue software to Pilot Trips, including the opportunity to consult with and make recommendations on the parameter settings and other assumptions used by the fatigue software. The Company and SSC must agree on the use of fatigue modeling

software and the metrics used for determining minimum fatigue scoring for pairings used for monthly preferencing. If the parties are unable to agree, then the FMSC will be tasked with finding a mutually agreeable solution.

20-E-3 In the event unforeseen circumstances arise which would necessitate discussions with the SSC in compliance with the provisions of this Section [20](#), the Company shall communicate with the SSC via conference call prior to taking any actions.

20-E-4 The Company and the SSC shall continue efforts to develop and improve computer programs to provide for more efficient scheduling of Pilots. It is agreed and understood that mutual agreement between the Company and the SSC must be reached prior to the implementation of any such program. The Company agrees to correct any PBS program errors and to make any mutually agreed upon changes in a timely manner. The need for future meetings with the PBS provider shall be addressed in accordance with established SSC review processes.

20-E-5 If changes to planned flying occur too late to be included in Pilots' schedules and such changes result in the need to modify a Pilot's awarded schedule(s), the Company shall offer the SSC the opportunity to consult with and make recommendations regarding the appropriate manner to accomplish the necessary modifications.

20-E-6 The Company shall provide the monthly Trip file to the SSC no later than five (5) days prior to the opening of the PBS bidding. If the Company is unable to provide the SSC with the monthly Trip file within four (4) days of the opening of PBS bidding, the Company will provide three (3) days of Company-paid Trip/reserve drops or Company-paid Association Leave for one (1) local System Scheduling Committee pairing reviewer per Pilot Base to complete the pairing review.

20-E-6-a Example: If the Company delivers the June Trip file to the SSC no later than April 28 2359 CT that would satisfy this provision in relation to the opening of PBS bidding on May 4.

20-E-6-b Example: If the Company delivers the June Trip file to the SSC after April 29 2359 CT, the Company-paid Trip/reserve drop and Company-paid Association Leave provisions would apply.

20-E-7 In the event unresolved scheduling problems arise, the SSC may appeal the matter to the senior-most flight-qualified Vice-President in charge of Flight Operations.

20-F Assignment or Reassignment After Loss of Flying, Training Assignment or Other Absence and Activity

20-F-1 Loss of Full Trip or Originating Segment of Trip

When a Pilot loses a full Trip or the originating portion thereof, due to a schedule repair, being out of position, cancellation, inability to be dispatched due to being a "high minimums" Captain, a Pilot refusing to fly with another Pilot, consolidation or Equipment substitution, regardless of whether he has reported for the Trip, he may be assigned or reassigned by the Company as follows:

20-F-1-a Prior to Scheduled Report Time. If he is advised of the loss of his flying prior to his scheduled report time for such flying, the Company shall at that time exercise one of the options below. A Pilot will be considered to be advised under this provision if two-way contact is established any time prior to Report Time or if the Company attempts to contact the Pilot

and leaves messages describing the loss of flying at all provided contact phone numbers at least twenty-four (24) hours prior to Report Time. If however the loss of his flying is due to the suspension of operations at his Base, the Company shall exercise one of the following within two (2) hours after operations are resumed:

20-F-1-a-(1) Convert the day(s) on which the lost Trip was scheduled to operate to availability ("AV") day(s). Until 1500 on the day prior to the first AV day, the Company may give the Pilot training assignment(s) or flight assignment(s), including landings classes, recurrent training fill-in assignments, and additional flying to flight assignments already made, on that AV day(s). Notwithstanding the timeline requirements outlined in Section [9-B-2](#), a Pilot can be assigned Section [9-B-2](#) training on AV days under this provision. Assignments, once made, may only be removed with Pilot concurrence. For purposes of this paragraph, "lost Trip" refers to the Trip subset that is included in the Lineholder's PTC.

20-F-1-a-(2) Require him to deadhead to any point to connect with the remainder of his scheduled assignment.

20-F-1-a-(3) If the loss of his flying occurs after 1300 on the day prior to the scheduled Departure of the Trip lost, require him to be telephone available for a period not to exceed four (4) hours for a potential flight assignment. Such four (4) hour telephone availability period shall start no earlier than four (4) hours prior to the scheduled Departure time of the Trip lost and shall end no later than the scheduled release time of the Trip lost. In addition, the Pilot's last Duty Period must have ended at least ten hours and forty-five minutes (10:45) before the start of the telephone availability period (or less, with Pilot concurrence).

20-F-1-a-(4) Give him a new assignment.

20-F-1-a-(5) With Pilot concurrence, assign the Pilot to report to the airport for a four (4) hour Field Standby assignment; such four (4) hour Field Standby assignment shall commence at the scheduled report time of the lost Trip.

20-F-1-a-(6) If the Pilot is a Reserve, give him a short-call reserve assignment that begins no earlier than the report time of the lost Trip, except that a Reserve on an LCL cannot be given a short-call reserve assignment without their concurrence.

20-F-1-a-(7) Relieve him from responsibility under the provisions of this Section [20-F](#). In such case, if the Pilot is a Reserve, he shall return to long-call.

20-F-1-a-(8) Any assignment given under this Section [20-F-1-a](#), including a deadhead to connect to the remainder of his scheduled assignment, cannot be scheduled to depart prior to 1800 or three (3) hours before the Pilot's originally scheduled Departure, whichever is earlier.

20-F-1-a-(9) If the lost flying was originally assigned under Section [20-H-4](#) or [20-H-5](#), the Add Pay the Lineholder received under that provision shall be removed. Instead, the Add Pay percentage he was entitled to under the original assignment shall apply to the scheduled pay value of the replacement Trip(s) he performs in conjunction with his obligation under Section [20-F-1-a](#).

20-F-1-a-(10) If a Reserve loses a full Trip, and if the assignment of the Trip involved a disruption to an RDO, VDO, or FDO, the disrupted RDO, VDO, or FDO will remain disrupted (i.e., as a reserve day), unless the Reserve elects to restore his schedule to how it existed before the lost Trip was assigned (in which case any Add Pay associated with the disrupted day shall be removed). The Reserve must make such an election when he is advised of the loss of flying.

20-F-1-b After Scheduled Report Time. If the Pilot is advised of the loss of their flying at or after their scheduled report time for such flying or is not otherwise advised as provided in Section [20-F-1-a](#), the Company shall exercise one of the following within one (1) hour of the time they are advised of the loss of his flying (in the event of a cancellation or Equipment substitution, the hour shall begin at the later of (-1-) the cancellation or Equipment substitution timestamp in the official system of record or (-2-) the Pilot's report time). This one (1) hour limitation shall be extended to two (2) hours if, at the time of the loss of his flying the Pilot's Base is operating in Code Gray or Code Yellow status and three (3) hours if the Pilot's Base is operating under Code Red or Code Blue status, as those terms are defined in the Network Operations Center Operations Manual in effect on September 29, 2023. If the loss of flying is due to the suspension of operations at the Pilot's Base, the Pilot may be released from duty and the Company shall exercise one of the following within two (2) hours after operations are resumed:

20-F-1-b-(1) Require him to deadhead to any point to connect with the remainder of his scheduled assignment.

20-F-1-b-(2) Reassign him other flying within that Duty Period.

20-F-1-b-(3) Give him a new assignment after being given an Off-Duty Period of at least ten hours and forty-five minutes (10:45) (or less, with Pilot concurrence). This new assignment may not be a Field Standby assignment, without the Pilot's concurrence.

20-F-1-b-(4) Require him to be telephone available for a period not to exceed four (4) hours for a potential flight assignment; the start time of such four (4) hour period shall be at least ten hours and forty-five minutes (10:45) (or less, with Pilot concurrence) after the Pilot is released from his current Duty Period.

20-F-1-b-(5) With Pilot concurrence, assign the Pilot to remain at the airport for a four (4) hour Field Standby assignment; such four (4) hour Field Standby assignment shall commence at the scheduled report time of the lost Trip.

20-F-1-b-(6) Relieve the Pilot from responsibility under the provisions of this Section [20-F-1-b](#). In such case, if the Pilot is a Reserve, they shall return to long-call.

20-F-1-c Any assignment or reassignment given a Pilot under the provisions of Sections [20-F-1-a](#) or [20-F-1-b](#) must comply with the following limitations:

20-F-1-c-(1) It cannot be scheduled to interfere with the Pilot's next scheduled day off. If a Reserve receives an assignment or reassignment under Section [20-F-1-b](#), it must also comply with Section [20-L](#).

20-F-1-c-(2) If it produces any new Off-Duty Periods at the Pilot's Base during the period of his original assignment, the Pilot shall, upon request, be provided a local hotel room.

20-F-1-c-(2)-(a) Until the Pilot actually reports, at a scheduled report time, whether for the canceled flying or for any assignment or reassignment, any additional off-duty time shall not be considered as a new Off-Duty Period and this provision shall not apply.

20-F-1-c-(3) If it is scheduled to interfere, or does interfere in the Actual Operation, with the Pilot's next scheduled Trip, the loss of such next Trip shall subject him to assignment or reassignment under this Section [20-F](#).

20-F-1-d If a Pilot is assigned an AV day, a telephone availability period, or voluntary Field Standby period, and is not utilized, the Pilot is relieved of responsibility under this Section [20-F-1](#).

20-F-1-e The Company may, at any time, split Open Trips to make flight assignments or reassignments under Section [20-F-1](#).

20-F-1-f When the originating segment of a Pilot's Trip is canceled after a gate return or air return, this Section [20-F-1](#) shall apply.

20-F-1-g When applying Section [20-F-1-a](#) or [20-F-1-b](#) to an out-of-base Lineholder, he shall be assigned or reassigned as if he was an in-base Lineholder at the Base to which the out-of-base trip was assigned.

20-F-1-h When applying Section [20-F-1-a](#) or [20-F-1-b](#) to a situation in which a Pilot refuses to fly with another Pilot, only one (1) of the Pilots may be reassigned. Unless a Captain-qualified flight manager determines otherwise, the Pilot who is refusing to fly should be reassigned.

20-F-2 Loss of Segment After Originating Segment of Trip

When a Pilot loses any portion of a Trip other than the originating segment, regardless of whether they have reported for the Trip, they may be reassigned to other known Open Flying, including deadheading to such flying, in accordance with Section [20-L](#).

20-F-2-a Loss of Flight Segment while at Base. If a Pilot at their Base is not reassigned within two (2) hours they are released from the Trip (a reserve Pilot returns to long-call) unless there is a subsequent deadhead or Flight Segment out of their Base which is part of the Pilot's existing Trip.

20-F-2-a-(1) If there is a subsequent deadhead or Flight Segment departing from their Base which is part of the Pilot's existing Trip, the Pilot is released to that Flight Segment and will be provided lodging if an Off-Duty Period is required.

20-F-2-a-(2) The two (2) hours will be measured from the latest of the (1) first report of the duty day with the lost flying, (2) arrival of the Flight Segment preceding the lost flying within the Duty Period, or (3) the actual time of the loss of flying.

20-F-2-b Loss of an Out-of-Base Flight Segment. If a Pilot loses flying at a location other than their Base and is not reassigned within two (2) hours (as calculated under [20-F-2-a-\(2\)](#)), then:

20-F-2-b-(1) Last Day of Trip. If the lost Flight Segment is on the Pilot's last day of the Trip, the Pilot will be deadheaded to their Base and released unless there is a subsequent deadhead or Flight Segment from that city which is part of the Pilot's existing Trip. If the Pilot is on Reserve, they shall be returned to long-call.

20-F-2-b-(2) Not on Last Day of Trip. If the lost Flight Segment is not on the Pilot's last day of their Trip, then:

20-F-2-b-(2)-(a) With Subsequent Segments. If there is a subsequent deadhead or Flight Segment from that city which is part of the Pilot's existing Trip, the Pilot is released to their next segment and will be provided lodging if an Off-Duty Period is required.

20-F-2-b-(2)-(b) Without Subsequent Segments. If there is not a subsequent deadhead or Flight Segment from that city which is part of the Pilot's existing Trip, the Pilot will be provided with a hotel room and remain on phone availability at the hotel until the end of the scheduled Duty Period. In the event the Pilot exercises self-help to obtain a hotel room, the Pilot will attempt to notify the Company of their location (which may be by email).

20-F-2-b-(2)-(b)-i If a Reassignment is made within the Duty Period, the Pilot will be subject to the Section [20-L](#) limits and the Pilot cannot be assigned additional legs without a contractual Off-Duty Period.

20-F-2-b-(2)-(b)-ii At the scheduled end of the Duty Period, the Pilot shall be automatically released into an Off-Duty Period that ends at the later of either twelve (12) hours or 0700 local time (unless the required contractual Off-Duty Period is longer). This serves as their contractual off-duty entitlement and prospective FAR rest period.

20-F-2-b-(2)-(b)-iii At the end of the Pilot's Off-Duty Period, the Pilot will check their schedule and/or contact the Company. If a Reassignment under this provision is made while the Pilot is in an Off-Duty Period (as described in Section [20-F-2-b-\(2\)-\(ii\)](#)), the Reassignment must be scheduled to return the Pilot to their Base on the same day as original Trip instead of the Section [20-L](#) limits. The Pilot can waive this limit (and the Section [20-L](#) limit) and accrue 100% Add Pay until rejoining the original Trip.

20-F-2-b-(2)-(b)-iv If no Reassignment is made at the end of the Off-Duty Period in Section [20-F-2-b-\(2\)-\(b\)-iii](#), any Reassignment is limited to deadheading the Pilot to their Base and being released upon arrival. If the Pilot is on Reserve, they shall be returned to long-call.

20-F-2-b-(2)-(b)-v If the Company has not exercised any Reassignment by the end of the Off Duty period, the Pilot is presumptively approved to a deadhead deviation, shall be entitled to a Section [21-AA](#) remedy, and will attempt to inform the Company of their action (which may be by email). Alternatively, the Pilot may remain in the hotel awaiting the pairing update with a deadhead to Base.

20-F-2-c Loss of Segment Due to Suspension of Operations. A Pilot who is unable to return to his Base within the time limits set forth in Section [20-L](#) as a result of the suspension of operations, either at their Base or at the airport at which they lost their scheduled flying, may, when operations are resumed, be reassigned to other known Open Flying which shall expediently return the Pilot to their Base, otherwise, they may be deadheaded to their Base. When this Section [20-F-2-c](#) is applied by automation, 'expedient' shall mean no more than two (2) Flight Segments and no intervening Off-Duty Period. The 2-hour limit defined in Section [20-F-2-a-\(2\)](#) shall start upon resumption of operations.

20-F-2-d If the reassignment given above interferes with the Pilot's next scheduled Trip, the loss of such next scheduled Trip shall subject the Pilot to assignment or reassignment under Sections [20-F-1-a](#) or [20-F-1-b](#).

20-F-2-e Example 1: A ORD-based Pilot reports in BOS at 1300 on day 2 of a 4-day trip to find their BOS-EWR leg is cancelled. EWR is in irregular ops, and the Pilot's scheduled duty period was set to end at 2300.

20-F-2-e-(1) The Pilot waits 2 hours (until 1500) for a [20-F-2](#) reassignment to be made and for the Company to contact them. At the end of two (2) hours the Pilot checks their schedule and if no reassignment has been made, the Pilot calls the crew desk to advise them they are going to the hotel to await a reassignment beginning tomorrow. If unable to reach the crew desk, the Pilot will find a hotel, proceed to it and notify the Company of their location (including by email).

20-F-2-e-(2) The Pilot remains on-duty and available by phone until the end of the scheduled duty period (2300) for any reassignment that begins after a layover. If reassigned by 2300, normal [20-L](#) limits apply.

20-F-2-e-(3) If at 2300 no reassignment has been made, the Pilot begins a 12-hour contractual Off-Duty Period ending at 1100. Their FAR rest period will be 0100-1100.

20-F-2-e-(4) If a reassignment is made between 2301 (Day 2) and at or prior to 1100 (Day 3), it must be scheduled to return the Pilot to their Base no later than Day 4, the last day of the original trip.

20-F-2-e-(5) If no reassignment is made by 1100, the Pilot can only be deadheaded to Base and be released from the Trip at their Base. If unable to reach the crew desk, the Pilot may make their own way home (eligible for a Section [21-AA](#) remedy) or remain in the hotel awaiting the pairing to be updated with a deadhead to ORD.

20-F-2-f Example 2: An IAH-based Pilot is on day 2 of a 3-day trip. Due to weather in the Bay area, the SFO-IAH flight has been cancelled at departure time. After two (2) hours (0940), if the Pilot has not been notified of a reassignment they may proceed to a hotel in SFO and consider themselves released until their report in SFO on day 3.

Day 1:

IAH CUN	1040 1300
CUN SFO	1410 1805

Day 2:

~~SFO IAH 0740 1329~~ [Cancelled]
~~IAH SFO 1620 1831~~ [Cancelled]

Day 3:

SFO LAX 0750 0922
 LAX IAH 1040 1429

20-F-2-g Example 3: An MCO-based Pilot is on day 1 of a 3-day trip. Their second leg of the day EWR to FLL is delayed, and then subsequently cancelled at 1330. If a reassignment is made by 1530 (2 hours after the actual loss of flying) the Pilot may be given any open flying within Section [20-L](#) limits. At 1530, if no reassignment is made the Pilot may proceed to a hotel in EWR and shall remain contactable until 1625 (their original release time). If notified between 1530 and 1625, the Pilot may be given new flying (after an Off-Duty Period) as long as it returns to Base within the Section [20-L](#) limit of 2359 the day after the original last day of the Trip.

20-F-2-g-(1) At 1625, the Pilot is automatically released until 0700 the next morning (which is the later of twelve (12) hours after the original schedule release or 0700). At 0700 on day 2, the Pilot is required to check their schedule for a reassignment. If no reassignment is made by 0700, the Pilot is limited to a deadhead back to MCO where they will be released.

Day 1:

MCO EWR 0710 1000
~~EWR FLL 1205 1610~~ [Cancelled]

Day 2:

FLL ORD 0800 1020
 ORD CUN 1140 1525

Day 3:

CUN IAD 0845 1330
 IAD MCO 1730 2015

20-F-3 Notwithstanding Sections [20-F-1](#) or [20-F-2](#), if a change to the applicable airline system schedule causes a Trip or Trips to change, and, according to Sections [20-B-1](#) and [20-B-2](#), it is too late to include the changed Trips in Monthly Schedule Preferencing, the affected Pilots may be assigned other flying as follows:

20-F-3-a The changes to lines of flying shall be limited to the fewest number of lines consistent with efficient scheduling and those affected Pilots shall be notified as soon as possible after the changes are made.

20-F-3-b The primary effort shall be to assign the revised Trip on the same day(s) the Pilot(s) was scheduled to fly. No revised lines may exceed ninety (90) Line Credit hours.

20-F-3-c If an assignment produces any new Off-Duty Periods at the Pilot's Base during the period of his original assignment, the Pilot shall, upon request, be provided a local hotel room.

20-F-3-d A Pilot who is assigned a line with fewer Duty Periods than were contained in his original line may, at the time of initial notification of the revision, be given Section [20-F-1-a-\(1\)](#) or [20-F-1-a-\(3\)](#) assignments, as appropriate, on days he was originally scheduled to fly. The Company shall make such assignments available as far in advance as possible.

20-F-3-e Should the schedule change result in a reduction of flying at the Base equivalent to one Line of Flying or more, any Pilot who loses all of his flying may be assigned a reserve schedule which shall retain the days off he had in his original line.

20-F-3-f The SSC shall be afforded the opportunity to consult with and make recommendations on schedule revisions.

20-F-3-g No more than five percent (5%) of Pilot schedules, as measured on a Category basis, shall be subject to assignment under this provision in any one (1) Bid Period. Should an occasion arise which requires revision to more than five percent (5%) of schedules, all assignments must be made under the provisions of Section [20-F-1](#).

20-F-3-h Notwithstanding the five percent (5%) limit above, in the event of a major disruption to service outside of the Company's control (such as that created by the 1981 Air Traffic Controller's strike), the Company may revise schedules to the extent necessary to maintain the highest level of service possible. In such event, the Company shall work closely with the SSC to ensure that passenger schedule integrity is maintained without imposing unnecessary disruption on Pilots' schedules.

20-F-4 When the Company cancels or terminates a training assignment of five (5) days or more that was included in Monthly Schedule Preferencing (excluding recurrent training), it shall be handled as follows:

20-F-4-a The Company shall construct an initial schedule based on the prorated duty days.

20-F-4-a-(1) For Lineholders:

20-F-4-a-(1)-(a) If the schedule is constructed at or before 1300 on the day prior to the first duty day in a set of duty days, the Lineholder shall be reassigned on those duty days under Section [20-F-1-a-\(1\)](#).

20-F-4-a-(1)-(b) If the schedule is constructed after 1300 on the day prior to the first duty day in a set of duty days, then on that first duty day the Lineholder shall be assigned a period of telephone availability of four (4) hours in duration, flying, or relieved from responsibility and such assignments shall be made when the schedule is constructed.

20-F-4-a-(1)-(c) When Section [20-F-1-a-\(1\)](#) applies to more than one set of duty days, the "1500 on the day prior to the first AV day" cut-off time for assignments shall be applied separately to each set of duty days.

20-F-4-a-(2) Reserves shall be given a prorated number of reserve days.

20-F-4-b Within seventy-two (72) hours of construction, the Pilot may contact the Company and rearrange one-half (1/2) of his days off (rounded up) as follows:

20-F-4-b-(1) For a full month absence, the Pilot must designate two (2) blocks of days off;

20-F-4-b-(2) For a partial month, the Pilot may designate only one (1) block of days off, with a maximum length of five (5) days;

20-F-4-b-(3) When the proration results in only two (2) days off, the Pilot can elect to place a single day off. The Company may place the remaining day off at its discretion;

20-F-4-b-(4) After the Pilot designates his days off, the Company may rebuild the remaining schedule around those days;

20-F-4-b-(5) If the Pilot contacts the Company after 1300 on the day before the report time of a Trip or other duty already on his schedule, the Pilot may only move the Trip or first three (3) days of duty with Company concurrence.

20-F-4-b-(6) The Pilot is not eligible to place days off on a Holiday unless there is a Pilot junior to the affected Pilot (in Category) who was awarded the Holiday off.

20-F-4-b-(7) After the Pilot's schedule rearrangement is complete, the Company may give the Pilot a set of new assignments, in accordance with Section [20-F-4-a-\(2\)](#).

20-F-4-c The provisions of Section [20-F-7](#) shall apply.

20-F-5 When the Company cancels or terminates recurrent training or a training assignment of less than five (5) days that was included in Monthly Schedule Preferencing, then duty days shall coincide with the originally scheduled training and travel days.

20-F-5-a For Lineholders:

20-F-5-a-(1) If the training was canceled at or before 1300 on the day prior to the first day of the training footprint, the Lineholder shall be reassigned on those duty days under Section [20-F-1-a-\(1\)](#).

20-F-5-a-(2) If the training was canceled after 1300 on the day prior to the first day of the training footprint, then on the first duty day the Lineholder shall be assigned a period of telephone availability of four (4) hours in duration, flying, or relieved from responsibility and such assignments shall be made when the Lineholder is notified of the cancellation.

20-F-5-b Reserve Pilots shall be given reserve day(s).

20-F-5-c The provisions of Section [20-F-7](#) shall apply.

20-F-6 Cancellation of training (including subsequent OE blocker days and any awarded flying of which the Pilot is now not qualified for), when the cancellation was not initiated by the Company, or the cancellation of any other absence or activity (e.g., sick leave, military leave), that was included in Monthly Schedule Preferencing shall be handled as follows:

20-F-6-a The Company shall construct an initial schedule based on the prorated duty days. Lineholders may be assigned periods of telephone availability of four (4) hours in duration or flying. Such assignments shall be made when the initial schedule is constructed. The period of telephone availability for training cancellation is for each duty day; otherwise the period of telephone availability is only on the first day of a period of duty days. Reserves shall be given a prorated number of reserve day(s).

20-F-6-b Within seventy-two (72) hours of construction, the Pilot may contact the Company and rearrange his schedule at his discretion. Rebuilt schedules must consist of three (3) to five (5) consecutive duty days (unless proration results in a lesser amount of duty days). If the Pilot contacts the Company after 1300 on the day before the report time of a Trip or other duty already on his schedule, the Pilot may only move the Trip or first three (3) days of duty with Company concurrence.

20-F-6-c After the Pilot's schedule rearrangement is complete, the Company may give the Pilot a set of new assignments, in accordance with Section [20-F-6-a](#).

20-F-6-d The provisions of Section [20-F-7](#) shall apply.

20-F-7 The following provisions shall apply to Sections [20-F-4](#), [20-F-5](#) and [20-F-6](#):

20-F-7-a If the affected Lineholder picks up or is assigned Open Flying that fully covers a period of days owed, they shall have no further responsibility to the Company for that period. If they pick up or are assigned Open Flying that partially covers a period of days owed, with Company concurrence they shall have no further responsibility to the Company for that period.

20-F-7-b The telephone availability period or Trip report time shall begin no earlier than 1000 on the first (1st) day.

20-F-7-c The telephone availability period shall end no later than 1800 on the last day.

20-F-7-d The above procedures may be modified with mutual concurrence between the Pilot and the Company.

20-F-8 If a training assignment that was not included in Monthly Schedule Preferencing cancels or terminates earlier than planned, a Lineholder may be given replacement assignments, under the provisions of Section [20-F-1](#), on those days on which he had underlying Trips published in his awarded schedule. A Reserve shall return to his original reserve schedule.

20-F-9 Treatment of Canceled Unpaid Absences Not Included in Monthly Schedule Preferencing

20-F-9-a When a Lineholder cancels an unpaid absence that was not included in Monthly Schedule Preferencing, the days underlying the unpaid absence will become days off and the Pilot's pay will not be restored.

20-F-9-b When a Lineholder uses vacation to cover an unpaid absence that was not included in Monthly Schedule Preferencing, and if that unpaid absence is subsequently canceled, the vacation will be returned to the Pilot's unused vacation balance and the Pilot shall become subject to Section [20-F-9-a](#) above.

20-F-9-c When a Reserve cancels an unpaid absence that was not included in Monthly Schedule Preferencing, the reserve days underlying the unpaid absence shall be handled as follows:

20-F-9-c-(1) If the day on which he notifies the Company of the cancellation is an underlying reserve day, he shall be advised by the Company at the time of the call if he will sit reserve on that day. If so, he may be given a Short Call assignment beginning at or after the time of the call. If unused, such Short Call assignment shall not apply toward the MPG provisions of Section [3-C-1-b-\(1\)](#).

20-F-9-c-(2) If the day after he notifies the Company of the cancellation is an underlying reserve day and it is 1200 or earlier on the current day, the Pilot shall sit reserve on that next day and on any subsequent underlying reserve days.

20-F-9-c-(3) If the day after he notifies the Company of the cancellation is an underlying reserve day and it is after 1200 on the current day, he shall be advised by the Company at the time of the call if he will sit reserve on that next day. He will sit reserve on any subsequent underlying reserve day(s) after the next day.

20-F-9-c-(4) The reserve's MPG shall be restored by four hours, seventeen minutes and thirty-nine seconds (4:17:39) for each day they sit reserve.

20-F-9-c-(5) The days underlying the unpaid absence that are not converted back to reserve days shall be coded as RDO/HDO/FDO as appropriate.

20-F-9-d When a Reserve uses vacation to cover an unpaid absence that was not included in Monthly Schedule Preferencing, and if that unpaid absence is subsequently canceled, the vacation will be returned to the Pilot's unused vacation balance and the Pilot shall become subject to Section [20-F-9-c](#) above.

20-F-10 With concurrence of both the Company and the Pilot, alternate processes may be used, except as limited below:

20-F-10-a AV day modifications

20-F-10-a-(1) Requests to move AV days will not be granted until the completion of the trip-trade run required by Section [20-P-3-c](#).

20-F-10-a-(2) Flight assignments must be contained within contiguous blocks of AV days. Replacement of an existing AV flight assignment(s) with a new flight assignment(s) must fill more remaining contiguous AV days. Requests to move unassigned AV days may be granted in order to comply with this restriction.

20-F-10-a-(2)-(a) Example: Pilot has three contiguous AV days and wants to be assigned a four-day trip, this is not allowed. If that same Pilot has a second set of three AV days (total of six), with company concurrence he can move one of the days to make one of the blocks four days in order to be assigned the four-day trip.

20-F-10-a-(3) Nothing in this Section [20-F-10-a](#) shall prohibit the Company and the Pilot from mutually agreeing to drop any or all of the AV days without pay or remove any or all of the AV days with pay.

20-F-10-b If availability days are dropped without pay, the Pilot's PTC will be reduced on a straight dollar pro-rate of the number of days dropped. For example, if a Pilot has availability days associated with an underlying four-day Trip that paid \$3200, each day dropped without pay will reduce the Pilot's PTC by \$800.

20-F-10-c If availability days are dropped for vacation, the Pilot's vacation balance will be reduced on a straight hour pro-rate of the number of hours dropped. For example, if a Pilot has availability days associated with a four-day Trip that paid 22 hours, each day dropped for vacation will reduce the Pilot's vacation balance by 5.5 hours.

20-F-11 If a Pilot calls in sick on availability days, the Pilot's sick leave bank will be debited on a straight hour pro-rate of the number of hours dropped. For example, if a Pilot has availability days associated with a four-day trip that paid 22 hours, each day dropped for sick leave will reduce the Pilot's sick leave bank by 5.5 hours.

20-F-12 Whenever a Flying Flight Segment's airport pair changes prior to takeoff it shall be considered a loss of flying, with the Pilot subject to all reassignment rules, with the following exceptions:

20-F-12-a The destination airport is changed to one of the co-located airports listed in Section [5-E-1-h](#) and the flight number does not change; or

20-F-12-b A planned fuel stop with no layover at the fuel stop city.

20-F-12-c Note: Unless subject to Section [20-M](#), a delayed Flight with no change in flight number is not a reassignment. A delayed Flight with a change in flight number may or may not be a reassignment depending on circumstances.

20-F-13 When a Pilot's first activity in a Trip is deadheading, and if he loses his first Flying Flight Segment of that Trip, the following shall apply:

20-F-13-a If the loss of flying occurs after the actual Departure time of the deadhead, or if the loss of flying occurs before the actual Departure time of the deadhead but the Pilot departs on the deadhead, then Section [20-F-2](#) shall apply.

20-F-13-b In all other cases Section [20-F-1](#) shall apply.

20-F-14 A Pilot concurring to sit Field Standby in accordance with Sections [20-F-1-a\(5\)](#) or [20-F-1-b\(5\)](#) shall receive three (3) hours of Add Pay.

20-F-15 For the purpose of assignment, contiguous blocks of AV days shall be treated as a single block. For example, a Pilot who is assigned AV days for two (2) two-day Trips that were scheduled to operate on contiguous days, making for a four-day block of AV days, shall be treated as if the Pilot was assigned AV for a single, four-day Trip. This limitation does not apply when the ensuing AV block does not yet exist as of the Section [20-F-1-a\(1\)](#) deadline for the preceding AV block.

20-F-16 A Pilot whose assignment on the last day of a block of AV days is scheduled to or results in a return to their Base after the scheduled release time of their original Trip and with less than two (2) hours prior to the departure time of the last on-line flight to their home of record airport shall be provided on-line positive space travel to their home of record airport, including on the following day. Such request must be made at the time of reassignment and the Pilot may deviate from their home of record airport. If the Pilot is scheduled to arrive or actually arrives too late to utilize positive-space travel on the same day, the Pilot shall be provided a hotel, upon request.

20-G Open Flying

20-G-1 Open flying being covered shall be described to the Pilot at the time of assignment. If such assignment is revised at any time prior to initial scheduled Departure of that assignment, the Pilot shall be notified as soon as possible.

20-G-2 Assignment of Pilots to Trips shall be made based on the scheduled or planned Departure times of the Trips at the time of the assignment. Subsequent changes in Departure time of Trips

shall not change such assignment of Pilots to Trips unless additional irregularities in crew assignments shall result.

20-G-3 In the assignment of Open Flying, Trips may be combined with other Open Trips at any location at the time of original assignment. The Company may split Open Trips at any time, if it deems it necessary to cover such Open Trips. However, a Trip that becomes open before 0001 Central Time on the day prior to the Trip's report time shall not be split until it has been through at least one (1) run of any version of the trip-trade system.

20-G-4 If, because of irregular operations, a Pilot is in position to fly his regularly scheduled Trip after it has been assigned as an Open Trip, he shall be entitled to return to that Trip, unless he is involved with a conflicting assignment and such assignment cannot be covered by the Pilot assigned his scheduled Trip.

20-G-5 After the first (1st) Trip-trading run but no more than fifteen (15) days prior to the Trip's report date, an Open Trip (including an Open Trip created for this purpose) may be set aside for assignment to a Pilot for training and line checks.

20-G-6 After the first (1st) Trip-trading run described in Section [20-P-3](#) but no more than ten (10) days prior to the Trip's report date, an Open Trip may be set aside for assignment to a Global Reserve who requires consolidation. Unless the Trip is designated as an IRO Trip, the Trip must be either made available to the trip-trading system described in Section [20-P-3-d](#) for at least one (1) trip-trading run, or made available to the trip-trading system described in Section [20-P-3-e](#) for at least one (1) run of automated instantaneous trip-trading. If Consolidation Lines have not been offered in the Global Reserve's Category, the Global Reserve may only be assigned one (1) Trip set aside in accordance with this Section [20-G-6](#) per Bid Period.

20-G-7 If the Pilot for whom a Trip is set aside, in accordance with Sections [20-C-2-a](#), [20-G-5](#), or [20-G-6](#), is unable to operate the Trip (e.g., sick, fails to complete training), within two (2) hours of when the Company becomes aware of the matter the Trip shall either be assigned to another Pilot for training or line check purposes, or to a Global Reserve who requires consolidation, or designated as open.

20-G-8 If an I/E is unable to operate a Trip on his schedule, the Trip shall be designated as open when the Company becomes aware of the matter, except that:

20-G-8-a If the Trip was to be used for training or line checks, Section [20-G-7](#) shall apply.

20-G-8-b If the I/E received the Trip through FBO, the Company is not required to designate the Trip as open until the aggressive pickup window for such Trip opens.

20-G-9 If the Company projects that a Pilot has less than thirty (30) minutes to make a connection, it may reassign another Pilot to cover the flying. However, in the event the original Pilot actually has thirty (30) minutes or more to make the connection, at their option they shall return to their original flying, provided that such return of flying does not require a schedule repair for either Pilot. Every effort shall be made to advise the original Pilot that they are being reassigned. If the Pilot is not returned to their original flying, the Pilot shall receive reassignment pay in accordance with Section [20-I-9](#).

20-G-10 A particular Pilot(s) may, on a voluntary basis and after Monthly Schedule Preferencing, be assigned by the Company to a charter Trip in order to comply with the needs and desires of the charterer.

20-H Open Trip or Flying Coverage At Equipment-Bases

Before or during a Bid Period, an Open Trip or flying occurring at or assigned to an Equipment-Base may be covered as follows:

20-H-1 In accordance with Section [20-F](#), an Open Trip or flying may be assigned or reassigned to a Pilot who has lost flying.

20-H-2 Lineholders or I/Es may pick up or trade with Open Trips via the trip-trading system, in accordance with Section [20-P](#).

20-H-3 Open Trips or flying may be offered to flight management personnel who are on the Seniority List. Management flying under this provision shall not be on an FBO basis. A manager may pick up or be assigned any Trip or flying that has been open for at least six (6) hours, or after 1200, whichever is later. However, if the Open Trip is scheduled to depart within thirteen (13) hours, he may pick up or be assigned the Open Trip or flying at any time. The manager shall not pick up or be assigned any Trip or flying until after the first run of the trip-trading system for the Bid Period.

20-H-4 Lineholder Premium Pay Trips

20-H-4-a The Company shall create a lineholder premium pay Trip by attaching Add Pay to an Open Trip and designating it as a lineholder premium pay Trip. At the Company's discretion, such Add Pay shall be fifty percent (50%), seventy-five percent (75%) or one-hundred percent (100%) of the Trip's pay value.

20-H-4-a-(1) However, for Trips reporting during the following periods, the fifty percent (50%) and seventy-five (75%) options will not be permitted:

20-H-4-a-(1)-(a) Beginning at 0000 LBT on November 15 and ending at 2359 LBT on November 30 each year, and

20-H-4-a-(1)-(b) Beginning at 0000 LBT December 15 and ending at 2359 LBT January 3 each year.

20-H-4-a-(2) In addition to the premiums outlined above, at the Company's discretion, the Company may create a lineholder premium pay Trip and designate it as a lineholder premium pay Trip with Add Pay of one hundred twenty-five percent (125%) with the limitation that the one hundred twenty-five percent (125%) Add Pay will only attach to the Trip if it is added to a Pilot's schedule as a result of a straight pick-up (i.e., not as a result of a trade in which a Trip is dropped in the same transaction).

20-H-4-b The Company may remove this Add Pay at any time, provided the Trip is not on a Lineholder's schedule, in which case it shall no longer be a lineholder premium pay Trip.

20-H-4-c If an in-Base Lineholder simultaneously drops a Trip that starts on the same day as a lineholder premium pay Trip that he picks up, the Add Pay shall be removed from the Trip. However, at its discretion the Company may keep the Add Pay attached to the Trip.

20-H-4-d The Lineholder shall receive the Add Pay at time of assignment. If he drops or trades out of the Trip, the Trip's Add Pay shall be removed. However, if the Trip is traded away to another Pilot (seniority or real-time) the Add Pay shall remain on the Trip. If a Reserve is assigned a lineholder premium pay Trip, the Trip's Add Pay shall be removed.

20-H-4-e When a lineholder premium pay Trip is eligible for scheduler-assisted instantaneous trip-trading, with Company concurrence it may be assigned as part of and within the limitations of the Pilot's previously-scheduled Duty Period. The time of assignment may be either before or after the previously-scheduled Duty Period's release time.

20-H-5 Senior Manning (SRM)

20-H-5-a The SRM process described in this Section [20-H-5](#) may only be applied to a Lineholder Premium Pay Trip that has 100% Add Pay attached (for purposes of this Section [20-H-5](#), "the Trip"). If the Company removes the Add Pay from the Trip, in accordance with Section [20-H-4-b](#), and subsequently decides to again attach 100% Add Pay and re-apply the SRM process to the Trip, this Section [20-H-5](#) shall be restarted from its beginning.

20-H-5-b Before applying the SRM process in Section [20-H-5-c](#) to the Trip, the following shall be satisfied:

20-H-5-b-(1) If it is before 0900 on the day prior to the Trip's scheduled report time, the Trip must be made available to the trip-trading system described in Section [20-P-3-d](#), for at least one (1) trip-trading run.

20-H-5-b-(2) If it is after 0900 on the day prior to the Trip's scheduled report time, the Trip must be either made available to the trip-trading system described in Section [20-P-3-d](#), for at least one (1) trip-trading run, or made available to the trip-trading system described in Section [20-P-3-e](#), for at least one (1) run of automated instantaneous trip-trading.

20-H-5-c SRM processing shall occur in the following order:

20-H-5-c-(1) The Company shall notify all Lineholders who have requested notification of 100% Add Pay Trips.

20-H-5-c-(2) The Company shall contact and offer the Trip to Lineholders who have placed themselves on the SRM list in the following order:

20-H-5-c-(2)-(a) In seniority order to in-Base Lineholders who could be assigned the Trip without a schedule repair;

20-H-5-c-(2)-(b) In seniority order to out-of-Base Lineholders who could be assigned the Trip without a schedule repair;

20-H-5-c-(2)-(c) To an in-Base or out-of-Base Lineholder who could be assigned the Trip with a schedule repair that the Company finds acceptable; if two (2) or more Lineholders have similarly-acceptable schedule repairs, the offer shall be made first to in-Base Lineholders in seniority order and then to out-of-Base Lineholders in seniority order.

20-H-5-c-(3) The Company may contact and offer the Trip to Lineholders who have not placed themselves on the SRM list in the following order:

20-H-5-c-(3)-(a) In seniority order to in-Base Lineholders who could be assigned the Trip without a schedule repair;

20-H-5-c-(3)-(b) In seniority order to out-of-Base Lineholders who could be assigned the Trip without a schedule repair;

20-H-5-c-(3)-(c) To an in-Base or out-of-Base Lineholder who could be assigned the Trip with a schedule repair that the Company finds acceptable.

20-H-5-c-(4) Notwithstanding Sections [20-H-5-c-\(2\)](#) and [20-H-5-c-\(3\)](#), within four (4) hours of the scheduled Departure time of a Global Trip and within three and one-half (3.5) hours of the scheduled Departure time of a Basic Trip, the Company may assign the Trip to any volunteering Pilot.

20-H-5-c-(5) The parties agree that the Company's determination of "acceptability" may change, as it seeks a schedule repair it finds acceptable.

20-H-5-c-(6) A Trip assignment that infringes on a buffer established under Section [20-A-5](#) is considered to be a "Trip with a schedule repair". Additionally, a Lineholder who requires positioning by the Company as a condition of accepting the Trip shall be considered to be a "Trip with a schedule repair".

20-H-5-d After completing an SRM assignment, a Lineholder may be required to return to and complete his original Trip.

20-H-5-e A SRM assignment in Section [20-H-5](#) shall include assigning the Trip as part of and within the limitations of the Pilot's previously-scheduled Duty Period. Such an assignment will be included in the assignments made in Sections [20-H-5-c-\(2\)-\(c\)](#) and [20-H-5-c-\(3\)-\(c\)](#). The time of assignment may be either before or after the previously-scheduled Duty Period's release time.

20-H-5-f I/Es may participate in Section [20-H-5](#), in seniority order below in-Base Lineholders but together with out-of-Base Lineholders.

20-H-5-g The Lineholder shall receive the Add Pay at time of assignment. If a Reserve is assigned the Trip, the Trip's Add Pay shall be removed.

20-H-6 Moving an Open Trip to Another Base

20-H-6-a When a Trip remains open after having been through at least one (1) run of any version of the trip trade system, if no Reserve is projected to be legal for the Trip, after accounting for Open Trips, the Company may move that Open Trip to another Base ("legality trigger"). In addition, the Company may move an Open Trip to another Base when the net number of unassigned and available Reserves in the two (2) day silo or greater ("multi-day Reserves") at the original Base on the day of the Open Trip's report time, after accounting for Open Trips, is projected to be one (1) or less ("coverage trigger"). For purposes of this Section [20-H-6-a](#), a Reserve with a Short Call or voluntary Field Standby assignment shall be considered unassigned.

20-H-6-a-(1) When “accounting for Open Trips”, the Company will match Reserves to Trips for which they are legal to the maximum extent possible while still complying with applicable assignment rules.

20-H-6-a-(2) Example: There are six open trips for a Category, three with early morning departures and three with afternoon departures. There are three unassigned and available “multi-day Reserves”, but all three are legal only for the afternoon trips. After accounting for Open Trips, the three morning trips do not have a match. Thus, the three morning trips may be moved using the “legality trigger”, and one of the afternoon trips may be moved using the “coverage trigger”. Conversely, the company cannot move the three afternoon Trips with the “coverage trigger” then also move the three morning Trips with the “legality trigger”.

20-H-6-a-(3) Example: There are six open trips for a Category, three with early morning departures and three with afternoon departures. There are four unassigned and available “multi-day Reserves”, all four of which are legal for the afternoon trips but only two of which are legal for the morning trips. After accounting for Open Trips, there are either two morning trips without a match, or one morning trip and one afternoon trip without a match; either combination may be moved using the “legality trigger”. Then, one additional trip may be moved using the “coverage trigger”. Thus, the following move combinations are allowed: three early morning trips; two early morning trips and one afternoon trip; one early morning trip and two afternoon trips. All three afternoon trips may not be moved.

20-H-6-a-(4) For purposes of this Section [20-H-6-a](#), an ‘available’ Reserve is a Reserve who can report by 1200 (including the use of Sections [20-I-6-h-\(1\)](#) and [\(2\)](#)).

20-H-6-a-(5) The Company will ensure that the SSC is able to validate the legality of any Trip moves, provided the SSC requests details from the Company within three (3) months of the date the Trip is moved.

20-H-6-b For every thirty-six (36) trip-days that are moved out of a Category in a rolling two (2) Bid Period time frame, the SSC may require the Company to exercise one of the following options, the choice of which shall be at the Company’s discretion.

20-H-6-b-(1) Post one (1) vacancy bid to that Category, or

20-H-6-b-(2) Offer one (1) month of voluntary TDY to that Category, or

20-H-6-b-(3) Increase reserve staffing for one (1) month in that Category by one (1) full-month equivalent.

20-H-6-b-(4) If the SSC requires the Company to exercise one (1) of the options, the latest thirty-six (36) trip-days in the rolling two (2) Bid Period time frame shall be removed from future calculations.

20-H-6-b-(5) For purposes of Section [20-H-6-b](#), only a Trip that has a deadhead to the originating segment of the original Trip shall be considered as having been moved out of a Category.

20-H-6-b-(6) When a Severe Weather Action Plan (“SWAP”) (or its equivalent) is active at a Base and when, as part of the SWAP, the Company has publicly announced the waiver of passenger change fees, any Trips moved out of that Base shall not count toward this calculation in Section [20-H-6-b](#). In the event the Company eliminates passenger change fees, the parties shall meet and agree on a new triggering condition.

20-H-6-c Notwithstanding Section [5-E-12-a](#), a Basic Trip moved to another Base shall not be scheduled for more than five (5) Duty Periods.

20-H-6-d A Trip that becomes open under the provisions of Section [20-Q-6](#) “Natural Disaster Absence Policy”, and that remains open after having been through at least one run of any version of the trip trade system, may be moved to another Base even if neither of the trigger conditions described in Section [20-H-6-a](#) are applicable. In addition, any such moved Trips shall not count toward the calculation done in Section [20-H-6-b](#).

20-H-6-e An Open Trip that remains open after having been through at least one (1) run of any version of the trip trade system may be moved to another Base in accordance with this Section [20-H-6](#) if doing so would prevent the assignment of a Reserve in the Trip’s original Base being assigned into a scheduled day off. Assignment of the Open Trip to a Reserve in a different Base cannot result in the Reserve being assigned into a scheduled day off, unless the Reserve has volunteered for assignment into the scheduled day(s) off.

20-H-7 Visiting Reserve

Open Flying may be reassigned to a Reserve whose Trip ends with a deadhead, by replacing the deadhead with Open Flying, including deadheading to cover Open Flying, provided the reassignment is scheduled to return the Pilot to his Base without exceeding the limitations specified in Section [20-L](#).

20-H-8 Premium Short Call Reserve Trips

20-H-8-a Premium Short Call Reserve Trips are a series of daily Short Call periods of up to 12-hours each that can be offered to a Reserve or picked up by a Lineholder. For in-Base Premium Short Call Reserve Trips:

20-H-8-a-(1) If the Company is unable to assign a particular Short Call to any Reserve in a Category, the Company may construct and offer a Premium Short Call Reserve Trip to any Lineholder on their days off or any Reserve in the Category (including days off).

20-H-8-a-(2) Such assignments will include an initial credit of five hours and fifteen minutes (5:15) of Line Pay Value and PTC (for Lineholders) and five hours and fifteen minutes (5:15) of Add Pay per day of the Trip. If the Pilot is assigned flying, the LPV will be the greater of 5:15 per day or Trip(s) as actually flown.

20-H-8-a-(3) Short Calls after the first day may be modified, if necessary, to provide rest periods.

20-H-8-a-(4) The Trips will be limited to three (3) days in a Basic Category or four (4) days in a Global Category.

20-H-8-a-(5) For a Lineholder, the Trip must be scheduled to return within the calendar days of the Premium Short Call Reserve Trip.

20-H-8-a-(6) Upon request, PS travel and hotels will be provided to position the Pilot for the first Short Call period through the night following the last Short Call period.

20-H-8-b Out-of-Base Premium Short Call Reserve Trips. If no Lineholder or Reserve in the Category picks up the Premium Short Call Reserve Trip described in Section [20-H-8-a](#), above, the Company may rebuild that Premium Short Call Reserve Trip in another Base for the same Equipment and Status in accordance with the following limitations:

20-H-8-b-(1) Such assignments will include an initial credit of five hours and fifteen minutes (5:15) of Line Pay Value and PTC (for Lineholders) and five hours and fifteen minutes (5:15) of Add Pay per day of the Trip. If the Pilot is assigned flying, the LPV will be the greater of 5:15 per day or Trip(s) as actually flown.

20-H-8-b-(2) The Premium Short Call Reserve Trip can be either a three-day, four-day, or five-day Trip in a Basic Category or a four-day, five-day or six-day Trip in a Global Category.

20-H-8-b-(2)-(a) A Reserve on a Premium Short Call Reserve Trip in a Basic Category shall be limited to three (3) Short Call periods during the Premium Short Call Reserve Trip and a Reserve on a Premium Short Call Reserve Trip in a Global Category shall be limited to four (4) Short Call periods during the Premium Short Call Reserve Trip.

20-H-8-b-(2)-(b) Lineholders and Reserves shall be scheduled to return within the calendar days of the Premium Short Call Reserve Trip.

20-H-8-b-(3) The first and last day of the Premium Short Call Reserve Trip shall be scheduled as Deadhead-only Duty Periods. However, a Pilot on a Premium Short Call Reserve Trip may be assigned a Trip that includes flying on the last day of the Premium Short Call Reserve Trip if the flying would return the Pilot to their Base and the Pilot is removed from the Trip once returned to their Base. A Pilot on a Premium Short Call Reserve Trip must concur to any assignment that would extend into days off following the Premium Short Call Reserve Trip and would receive Day Off Add Pay provided in Section [20-K-3-b-\(3\)](#).

20-H-8-b-(3)-(a) For the purpose of application of Overtime Add Pay provided in Section [20-L-5](#), the scheduled release time shall be the scheduled release from the scheduled Deadhead on the last day of the Premium Short Call Reserve Trip. A Pilot who is reassigned while operating a Trip awarded while on a Premium Short Call Reserve Trip shall be eligible for all reassignment Add Pays.

20-H-8-b-(3)-(b) Example: A four-day Premium Short Call Reserve Trip is built with a deadhead returning the Pilot to their Base at 1200 LBT on Day 4. The Pilot is assigned a three-day trip on Day 2 that is scheduled to and returns the Pilot to their base at 1800LBT on Day 4. The Pilot shall be paid 1:20 of Add Pay in accordance with Section [20-L-5](#).

20-H-8-b-(3)-(c) Example: A four-day Premium Short Call Reserve Trip is built with a deadhead returning the Pilot to their Base at 1200LBT on Day 4. The Pilot is assigned a two-day trip on Day 2, which returns the Pilot to their Base at 1600LBT on Day 3. This

arrival time is the baseline for any reassignment. This Pilot's reassignment limit is based on the assigned flying Trip's end time (not the Premium Short Call Reserve Trip's end time) using Section [20-L-2-a/b](#) or [20-L-3](#), as applicable. The Pilot's Overtime Pay is based on the original scheduled deadhead back to their Base on Day 4 of the Premium Short Call Reserve Trip.

20-H-8-b-(4) If the out-of-base Premium Short Call Reserve Trip is not picked up, it can be assigned to a Reserve in the Category in which the out-of-base Premium Short Call Reserve Trip was offered. Premium Short Call Reserve Trips assigned in this manner cannot be scheduled to disrupt days off.

20-H-8-b-(5) A Pilot on a Premium Short Call Reserve Trip shall be provided lodging in accordance with Section [4-C-2-d](#) in the Base where the Short Call periods will be located.

20-H-8-c For every nine (9) occurrences of Premium Short Call Reserve Trip built as a result of a lack of Reserves in a Category, the Company must offer one (1) vacancy in that Category.

20-I Covering Assignments At Equipment-Bases During the Assignment Window and Reassigning Pilots to Open Flying and Open Trips At Equipment-Bases

During the Assignment Window, an open assignment, including Open Flying, occurring at or assigned to an Equipment-Base shall be covered as follows. In addition, without regard to the Assignment Window this Section [20-I](#) shall be used to reassign Pilots to Open Flying or Open Trips at Equipment-Bases, when the reassignment is not covered under Section [20-H](#).

20-I-1 The assignment window for an assignment that is open by 1000 on the day prior to the assignment's report or start time shall begin at 1200 on the day prior to the assignment's report or start time (unless the assignment is being made to a reserve on a LCL line, in which case it can be assigned beginning at 1015).

Real-Time Trade and APU Timeline		
Participants	LBT	Reference
Lineholder/LCL Seniority Run	09:45	NA
Lineholder/ LCL RTT/APU	10:00 - 10:44	20-K-8-a
LCL Assignment Window (opens)	10:15 -	20-I-6-d
Lineholder/All Other Reserves Seniority Run	10:45	NA
All Other Reserves APU window (opens)	11:00 -	20-K-8-a
Assignment window	12:00 – 13:59	20-I-6-d

20-I-2 The assignment window for an assignment that becomes open after 1000 on the day prior to the assignment's report or start time shall begin two (2) hours after it becomes open or twenty (20) hours prior to the report time for the Trip or Short-Call start time, as applicable, whichever is earlier, but never earlier than 1200 unless the assignment is being made to a reserve on a LCL line, in which case it can be assigned beginning at 1015.

20-I-3 If the Company covers an open assignment, including Open Flying, under this Section [20-I](#), it may be covered under Step Three in this Section [20-I](#), or under Sections [20-I-12](#), [20-I-13](#), or [20-I-14](#).

[I-14](#). If not, it shall be covered following Steps One through Five in this Section [20-I](#), exhausting each Step before advancing to the subsequent Step, unless otherwise stated.

20-I-4 Step One. In any order:

20-I-4-a In accordance with Section [20-F](#), an Open Trip or flying shall be assigned or reassigned to a Pilot who has lost flying.

20-I-4-b The Open Trip or flying shall be assigned to a flight management Pilot who is on the Seniority List and who has volunteered for an Open Trip or flying, in accordance with Section [20-H-3](#).

20-I-5 Step Two. In any order:

20-I-5-a If Open Flying is created because an inbound Pilot cannot operate his next flight because of delays, schedule repair or cancellation or is created by the application of this Section [20-I-5-a](#) (that is, cascading of Section [20-I-5-a](#) reassignments is permitted), the Open Flying shall be covered by reassigning it to another Pilot, provided that the reassignment does not change the originating leg of the Pilot's current trip and provided that if the final leg of his current Trip is not changed by the reassignment, then the reassigned flying must occur before such final leg, subject to the following:

20-I-5-a-(1) The Company shall reassign the Open Flying using the following order, unless doing so would cause a delay or further delay, in which case it may choose the option with the least delay:

20-I-5-a-(1)-(a) A Pilot who does not require a repair to the remaining Trips on his schedule.

20-I-5-a-(1)-(b) A Pilot who does require a repair to the remaining Trips on his schedule. This provision is not available if the Open Flying can be covered under Step Three of Section [20-I](#) using a Reserve not currently on a Trip.

20-I-5-a-(2) Unless the Pilot otherwise concurs, a reassignment under this Section [20-I-5-a](#) shall comply with Section [20-L](#).

20-I-5-a-(3) This Section [20-I-5-a](#) shall also apply if an Open Trip is created because a Pilot fails to report for his assigned Trip.

20-I-5-a-(3)-(a) For purposes of this Section [20-I-5-a-\(3\)](#), "a Pilot [who] fails to report for his assigned Trip" is a Pilot who provides less than four (4) hours of notice prior to the Trip's scheduled departure time (including no notice and notice after the Trip's scheduled departure time) that he will be unable to report at the airport at his Trip's scheduled report time. Notwithstanding the above, a Pilot who calls in sick for his assigned Trip shall never be considered to be "a Pilot [who] fails to report for his assigned Trip".

20-I-5-a-(3)-(b) Further, such Open Trip may be reassigned to a Pilot such that the reassignment changes the originating leg of his current Trip, provided that such Pilot shall come last in the order given in Section [20-I-5-a-\(1\)](#). If the Open Trip is reassigned to a Pilot under this provision, his Line Pay Value shall be the greater of his Line Pay

Value as it existed before the reassignment was made or his Line Pay Value after he completes the reassignment.

20-I-5-a-(4) A Pilot reassigned under this Section [20-I-5-a](#) for the first time in a Trip shall receive one (1) hour of Add Pay, except that this provision shall not apply if the reassignment is reversed.

20-I-5-a-(5) A Pilot reassigned under Section [20-I-9-b](#) may be part of the cascading reassignments. The cascade may continue after that reassignment and, if so, the next Pilot in the cascade (that is, the Pilot reassigned under Section [20-I-5-a](#) to cover the flying now open due to the Section [20-I-9-b](#) reassignment) shall also receive the reassignment Add Pay in Section [20-I-9-b](#). That reassignment Add Pay shall not extend to any subsequent Pilots in the cascade, provided they are reassigned under Section [20-I-5-a](#).

20-I-5-b The Open Trip or flying shall be reassigned to a Lineholder who has volunteered to be available for reassignments, including add-on reassignments. Such Lineholder shall receive fifty percent (50%) Add Pay for all scheduled Flight Time and Deadhead Time that is part of this reassignment. If a Pilot is reassigned more than once under Section [20-I-5-b](#), he shall receive Add Pay for each reassignment. If the Lineholder is returned to his original Trip, such Add Pay shall cease to accrue. Further, Sections [20-L](#) and [20-N](#) shall not apply to Lineholders reassigned under this Section [20-I-5-b](#). The Company may allow a Lineholder to submit criteria to which the reassignment must adhere.

20-I-5-c When a Pilot is reassigned in accordance with this Section [20-I-5](#) (Step Two), the Crew Scheduler making the reassignment shall enter into the pairing comments the reason for the reassignment, specifically referencing the original Trip number that included the reassigned flying.

20-I-6 Step Three (Reserve Assignment)

An open assignment, including a Short-Call, shall be assigned to a Reserve, in accordance with Section [20-K](#) and the following:

20-I-6-a Reserve Assignment Order. Open Trips will be assigned in the following order:

20-I-6-a-(1) Assigning a Trip with No Day-Off Disruption. Among Reserves who can receive an assignment without being assigned into a day off, they shall be assigned in the following order:

20-I-6-a-(1)-(a) Within Silo, if any Long Call Reserves are legal for an assignment, then the assignment must be made to the Long Call Reserve and shall not be made to a Short-Call reserve or a Field Standby;

20-I-6-a-(1)-(b) Within Silo, if any Short Call Reserves are legal for an assignment, then the assignment must be made to the Short Call Reserve and shall not be made to a Field Standby.

20-I-6-a-(1)-(c) Among Reserves in the same silo and Long Call or Short Call status, the following priority shall be used when making the assignment of a Trip: a LCL Reserve, then a Traditional Reserve, and then any VEC, VSC or Compressed Reserve.

20-I-6-a-(1)-(d) Assignment Ladder 1: For the purposes of determining assignments for Trips that do not require disruption, the following Assignment Ladder shall be used:

Rung	Description	Citation
1.	Local LC reserve in silo; Priority 1) LCL, 2) Traditional Reserve, 3) VEC/VSC/Compressed line	20-K-3-b-(1) 20-I-6-a 20-I-6-a-(1)-(c) 20-I-6-b-(1)
2.	Local SC reserve, in silo; Priority 1) LCL, 2) Traditional Reserve, 3) VEC/VSC/Compressed line a. Within silo/type, break tie with earlier SC start time	20-K-3-b-(1) 20-I-6-a 20-I-6-b-(1) 20-K-3-c-(2) 20-I-6-a-(1)-(c)
3.	Local LC reserve silo+1, silo+2, etc.; Priority 1) LCL, 2) Traditional Reserve, 3) VEC/VSC/Compressed	20-K-3-b-(2) 20-I-6-a 20-I-6-b-(1) 20-I-6-a-(1)-(c)
4.	Local SC reserve, silo+1, silo+2, etc.; Priority 1) LCL, 2) Traditional Reserve, 3) VEC/VSC/Compressed a. Within silo/type, break tie with earlier SC start time	20-K-3-b-(2) 20-I-6-a 20-I-6-b-(1) 20-K-3-c-(2) 20-I-6-a-(1)-(c)
5.	FSB (no regard to silo)	20-I-6-a 20-K-3-b-(4)
6.	Visiting reserve with 20-L limit based on original trip returning on reserve days	20-I-6-b-(1)
7.	Visiting reserve with 20-L limit based on reserve block, returning on reserve days	20-I-6-b-(2)
8.	Add On flying with 20-L limit returning on reserve days (Add-On Flying in the same duty period as last leg)	20-I-6-h-(3) 20-I-6-b-(3)
9.	“Reduced Off Duty Time” in silo (Additional flying after a reduced, in-base off-duty period or “Quick Turn”)	20-I-6-h-(1) 20-I-6-h-(2) 20-I-6-b-(3)
10.	20-I-6-g-(1) or (2) “Reduced Off Duty Time” in silo+1, silo+2, etc. (Quick Turn)	20-I-6-h-(1) 20-I-6-h-(2) 20-I-6-h-(3)

20-I-6-a-(2) Assigning a Trip with Day-Off Disruption. If a Trip cannot be assigned without disruption of days off, it shall be assigned in the following order:

20-I-6-a-(2)-(a) To a Reserve who has volunteered to have their days off disrupted. Such election shall be honored in FIFO order among Reserve Pilots with the least disruption, and then subject to the priority in Section [20-I-6-a-\(1\)-\(c\)](#), among Reserve Pilots who can receive the assignment. The Company must use any volunteer who requires the same number of days off disrupted, or less, than the number of days off

that would be disrupted to assign the Trip to a Reserve who has not volunteered for such assignments;

20-I-6-a-(2)-(b) The Trip must be advertised for premium pickup by a Lineholder at a fifty percent (50%) premium and must be specifically advertised as a [20-I-6-a-\(2\)-\(b\)](#) premium Trip;

20-I-6-a-(2)-(c) To a Reserve who has not volunteered to have their days off disrupted who can be given the assignment with the fewest number of rolled days off, and then subject to the priority in Section [20-I-6-a-\(1\)-\(c\)](#).

20-I-6-a-(2)-(d) The Reserve shall receive five hours and fifteen minutes (5:15) of Add Pay for each day off that was disrupted as of the time of assignment.

20-I-6-a-(2)-(e) A Reserve whose FDO is disrupted may request to be removed from the Trip the first time it passes through their Base on the FDO and shall be removed if there is an unassigned Reserve from the same Base available to complete the flying. However, the Company shall not be required to replace the Reserve if assigning the flying to another Reserve would cause Open Flying to be cancelled, covered under Steps Four or Five of Section [20-I](#), or covered under Sections [20-H-5](#) or [20-H-6](#). If the Reserve is removed from the flying the Reserve will not be eligible for day off restoration in accordance with Section [5-F-5-b](#).

20-I-6-a-(2)-(f) Assignment Ladder 2: For the purposes of determining assignments for Trips that require the same disruption, the following Assignment Ladder shall be used:

Rung	Description	Citation
1.	Local LC volunteer for disruption; Priority 1) LCL, 2) Traditional Reserve, 3) VEC/VSC line/Compressed Line	20-I-6-b-(5) 20-K-3-b-(3)
2.	Local SC volunteer for disruption; Priority 1) LCL, 2) Traditional Reserve, 3) VEC/VSC/Compressed Line a. Within silo/type, break tie with earlier SC start time	20-I-6-b-(5) 20-K-3-b-(3) 20-K-3-c-(3)
3.	FSB, volunteer for disruption	20-I-6-b-(4) 20-K-3-b-(3)
4.	Visiting reserve with 20-L limit based on original Trip into day off, volunteer for disruption	20-I-6-b-(2) 20-K-3-b-(3)
5.	Visiting reserve with 20-L based on reserve block, volunteer for disruption	20-I-6-b-(3) 20-K-3-b-(3)
6.	Add On flying with 20-L limit with volunteer for disruption	20-I-6-h-(3) 20-I-6-b-(4)
7.	“Reduced Off Duty Time”, volunteer for disruption	20-I-6-h-(1) or (2) 20-I-6-b-(4)
8.	Offer to LH for 50% PPU	20-I-6-a-(2)-(b)
9.	Local LC involuntary disruption; Priority 1) LCL, 2) Traditional Reserve, 3) VEC/VSC line/Compressed Line	20-K-3-b-(3)

10.	Local SC involuntary disruption; Priority 1) LCL, 2) Traditional Reserve, 3) VEC/VSC/Compressed line a. Within silo/type, break tie with earlier SC start time	20-K-3-c-(3)
11.	FSB, involuntary disruption	20-K-3-b-(3)
12.	Visiting reserve with 20-L based on original Trip, involuntary disruption	20-K-3-b-(3)
13.	Visiting reserve with 20-L based on reserve block, involuntary disruption	20-K-3-b-(3)
14.	Add On flying with 20-L limit, involuntary disruption.	20-I-6-h-(3) 20-I-6-b-(4)
15.	“Reduced Off Duty Time”, involuntary disruption	20-I-6-h-(1) or (2) 20-I-6-b-(4)

20-I-6-a-(3) When determining “legal for an assignment” it shall be assumed that the Pilot is strictly following the UPA; in other words, that the Pilot will not waive any contractual provisions, will not agree to a reduction in call-out time requirements, etc.

20-I-6-a-(4) The Company shall develop technology to allow crew schedulers to determine whether splitting a Trip and assigning the Trip to multiple Reserves or placing a portion of the Trip into open time would be economically viable rather than requiring application of Section [20-I-6-a-\(2\)](#).

20-I-6-a-(5) Real-Time Trade and APU Timeline table in the preamble of [20-I](#) and the Assignment Ladders contained in 20-I-6-a-(1)-(f), 20-I-6-a-(2)-(d), 20-I-6-b-(6), and 20-I-6-b-(7) are to be read in conjunction with the cited contractual provisions (*in pari materia*). If there is a conflict between the Timeline table an Assignment Ladder and the provisions cited therein, the cited provision prevails.

20-I-6-b Visiting and Add-On Reserve Assignments. After complying with Section [20-I-6-a](#), it shall be assigned in the following order:

20-I-6-b-(1) To a Reserve whose Trip ends with a deadhead (Visiting Reserve), by replacing the deadhead with Open Flying, including deadheading to cover Open Flying, provided that no local Reserve is available under Ladder 1 or 2 without incurring a delay for the Flight and that the reassignment complies with Section [20-L](#), as measured off his previously assigned Trip.

20-I-6-b-(2) To a Reserve whose Trip ends with a deadhead (Visiting Reserve), by replacing the deadhead with Open Flying, including deadheading to cover Open Flying, provided that no local Reserve is available under Ladder 1 or 2 without incurring a delay for the Flight and that the reassignment complies with Section [20-L](#), as measured off the end of his last reserve day.

20-I-6-b-(3) To a Reserve who can receive the assignment or reassignment using the provisions of Section [20-I-6-h](#) but without disrupting days off.

20-I-6-b-(4) To a Reserve who can receive the assignment using the provisions of Section [20-I-6-h](#) but requires an FDO or RDO to be disrupted, as allowed by Section [5-E-6](#) and [20-](#)

[I-6-a-\(2\)](#). The Reserve shall receive five hours and fifteen minutes (5:15) of Add Pay for each day off that was disrupted as of the time of assignment. A Reserve may request to be removed from the Trip the first time it passes through their Base on the FDO and shall be removed if there is an unassigned Reserve from the same Base available to complete the flying; if the Reserve is removed from the flying the Reserve will not be eligible for day off restoration in accordance with Section [5-F-5-b](#). However, the Company shall not be required to replace the Reserve if assigning the flying to another Reserve would cause Open Flying to be cancelled, covered under Steps Four or Five of Section [20-I](#), or covered under Sections [20-H-5](#) or [20-H-6](#).

20-I-6-b-(5) The Reserve shall receive five hours and fifteen minutes (5:15) of Add Pay for each day off that was disrupted at the time of assignment.

20-I-6-b-(6) Within Section [20-I-6-h](#), a reserve under Section [20-I-6-h-3](#) will be used before a Reserve under Sections [20-I-6-h-\(1\)](#) or [20-I-6-h-\(2\)](#).

20-I-6-b-(7) A Reserve who is reassigned under Section 20-I-6-b is entitled to Section [20-L-5](#) Overtime Add Pay. If technology prevents the use of the Reduced Off-Duty Time provisions in Sections [20-I-6-h-\(1\)](#) and [20-I-6-h-\(2\)](#) being reflected as two separate Trips, then Overtime Add Pay will be calculated using the original release time of the Trip prior to the application of the Reduced Time Off.

20-I-6-c Assignment of Short Call Periods

20-I-6-c-(1) Among Reserves in the same silo and Long Call or Short Call status, the following priority shall be used when making an assignment of a Short Call period: a VEC, VSC or Compressed Reserve and then a Traditional Reserve.

20-I-6-c-(1)-(a) When making a Short Call assignment the Company will bypass one Traditional Reserve if another Traditional Reserve in the same silo has a greater SC Headroom Ratio, which is the ratio of remaining SC headroom (under the cap) to reserve days remaining in the Bid Period. For example, the Company will bypass a Traditional Reserve with two (2) remaining SCs available with eight (8) days of reserve remaining for a same silo Traditional Reserve with one (1) SC available and two (2) days of reserve remaining, since one-half (1/2) is greater than two-eighths (2/8). The SC Headroom Ratio must be visible to all Pilots in accordance with this Section [20-I-6-c-\(1\)-\(a\)](#).

20-I-6-c-(2) Assignment Ladder 3: Assignment of Short-Call Periods For the purposes of determining assignments for Short Call periods (where no disruption of days-off is allowed at time of assignment (except using VDO)), the following Ladder shall be used:

Rung	Description	Citation
1.	LC in silo; Priority 1) VEC/VSC/Compressed line, 2) Traditional Reserve	20-I-6-a 20-I-6-c-(1)
2.	SC in silo; Priority 1) VEC/VSC/Compressed line, 2) Traditional Reserve	20-I-6-a 20-I-6-c-(1)
3.	FSB, in silo	20-I-6-a

4.	LC in silo+1; Priority 1) VEC/VSC/Compressed line, 2) Traditional Reserve	20-K-6-c 20-I-6-c-(1)
5.	SC in silo+1; Priority 1) VEC/VSC/Compressed line, 2) Traditional Reserve	20-K-6-c 20-I-6-c-(1)
6.	FSB, silo+1	20-K-6-c
7.	LC with one VDO moved, company option; Priority 1) VEC/VSC/Compressed line, 2) Traditional Reserve	20-K-3-c-(5) 20-I-6-c-(1)
8.	SC with one VDO moved, company option; Priority 1) VEC/VSC/Compressed line, 2) Traditional Reserve	20-K-3-c-(5) 20-I-6-c-(1)
9.	FSB with one VDO moved, company option; Priority 1) VEC/VSC/Compressed line, 2) Traditional Reserve	20-K-3-c-(5) 20-I-6-c-(1)
10.	Beyond silo+1 requires rebuilding the SC for different silo (Goes back to Step 1)	20-K-6-c

20-I-6-c(3) Assignment Ladder 4: Assigning a Carry-Out Trip. For the purposes of determining assignments for assigning a Carry-Out Trip the following priority shall also be used:

Rung	Description	Citation
1.	Reserve into Reserve days, no disruption; Priorities same in Ladder 1	Ladder 1
2.	Reserve into LH workdays only (not LH days off); Priorities same in Ladder 1	20-K-3-c-(4) 20-K-3-d-(1)
3.	Offered to LHs at 50% PPU	20-I-6-a-(2)-(b)
4.	Reserve into RDOs with 1-day disruption; Priorities same in Ladder 2	20-K-3-d-(2)
5.	Reserve into one LH day off; Priorities same in Ladder 2	20-K-3-d-(3)
6.	Reserve into RDOs with 2-day disruption; Priorities same in Ladder 2	See Ladder 1
7.	Reserve into two LH days off; Priorities same in Ladder 2	See Ladder 2
8.	Reserve into RDOs with 3-day disruption; Priorities same in Ladder 2	See Ladder 2
9.	Reserve into three LH days off; Priorities same in Ladder 2	See Ladder 2
10.	Reserve into RDOs with 4+ day disruption; Priorities same in Ladder 2	See Ladder 2
11.	Reserve into 4+ LH days off ; Priorities same in Ladder 2	See Ladder 2

20-I-6-d An assignment that is open by 1000 on the day prior to the assignment's report or start time shall be provisionally assigned from 1200 (1015 for LCLs) to 1359 on the day prior; the Company may modify such provisional assignments during this time. At 1400 all such assignments shall become firm. If an insufficient number of Reserves are available to cover all such assignments, a Reserve who could be assigned an Open Trip shall not be given a Short-Call or voluntary Field Standby assignment. If any Trips shall remain uncovered, the Company shall determine which Trips shall remain uncovered.

20-I-6-d-(1) From 1200 to 1359, the Company may make a firm assignment, provided it notifies the Reserve and releases the Reserve to the Trip at that time.

20-I-6-e An assignment that becomes open after 1000 on the day prior to the assignment's report or start time shall become assignable two (2) hours after it becomes open or twenty (20) hours prior to the report time for the Trip or Short-Call start time, whichever is earlier, but never earlier than 1200. Once assignable, the assignment must be made within two (2) hours (or within four (4) hours if the Company is experiencing irregular operations at a Base, as indicated by the Company). If the Company consistently misses the two (2) or four (4) hour deadline, the SSC may require the Company to conduct a process review. If an insufficient number of Reserves are available to cover all such assignments, a Reserve who could be assigned an Open Trip shall not be given a Short-Call or voluntary Field Standby assignment. If any Trips shall remain uncovered, the Company shall determine which Trips shall remain uncovered.

20-I-6-e-(1) If an Open Trip is scheduled to depart or a Short-Call assignment is scheduled to start prior to 1000 and the first opportunity for assignment would otherwise occur at or after 1600, the assignment can be made prior to 1600 in order to allow the assignment to be made to a VEC reserve on his last day off; and, if an Open Trip is scheduled to report or a Short-Call window is scheduled to start prior to 0600 and the first opportunity for assignment would otherwise occur after 1400, the assignment can be made prior to 1400 in order to allow the assignment to be made to a VEC reserve on his last day off. If practicable, assignments shall not be immediately made to allow for possible pickup or trade.

20-I-6-e-(2) When a federal regulation (including FRMS) requires a Pilot assigned to an open Trip to have a pre-Trip rest period, and if the application of Sections [20-I-2](#) and/or [20-I-6-d](#) either precludes the pre-Trip rest period from being fulfilled or results in an assignment window of less than two (2) hours, then that open Trip shall become available for assignment two (2) hours before the required pre-Trip rest period. In all other respects, Sections [20-I-2](#) and [20-I-6-d](#) remain applicable.

Example: If an FRMS open Trip requires "one physiological night's rest, as defined by part 117" and if the conditions of this provision are met, then that open Trip shall become available for assignment two (2) hours before the latest time at which a Pilot can receive the assignment and also obtain "one physiological night's rest, as defined by part 117."

20-I-6-e-(3) All Short Call assignments are not assignable until one (1) hour after the assignment becomes open (that is, available for Reserve pick-up). However, the Short Call may be given to a Reserve currently on a Short Call before it becomes assignable under this provision, in order to satisfy the notification requirements of the assignment; when this exception is utilized, the Reserve shall receive one (1) hour of Add Pay.

20-I-6-f If the only Reserve who can cover a Trip assignment is currently on Short Call, the Company shall cancel the Short Call and assign the Open Trip during the assignment window. Further, the Company cannot violate an assignment window deadline to wait for a Reserve to complete a Trip.

20-I-6-g If no Reserves are available for an assignment in the assignment window, the Company may wait to make the assignment to a Reserve who subsequently becomes available for the assignment.

20-I-6-h Reserve Additional Flying Provisions

20-I-6-h-(1) Reduced Off-Duty Time. Notwithstanding Section [20-K-5-a](#), a Reserve's minimum Off-Duty Period at their Base may be reduced to ten hours and forty-five minutes (10:45) following a Basic Trip or Field Standby; the Reserve may waive this off-duty requirement. Notwithstanding Section [20-K-3-c-\(8\)](#), such an assignment must be made by the time the Reserve has blocked in on the last leg of their current assignment or has been released from Field Standby, as appropriate. This paragraph may not be applied to an Off-Duty Period occurring prior to a Field Standby, as appropriate, and the Company will book a field hotel for such Pilot when making the assignment.

20-I-6-h-(2) A Reserve's minimum Off-Duty Period at his Base may be reduced to eighteen (18) hours following a Global Trip. If such Reserve's Off-Duty Period is reduced to less than twenty-two (22) hours, his next Off-Duty Period must be scheduled for at least twenty-four (24) hours. A Reserve away from his Base for sixty-five (65) hours or more immediately prior to an Off-Duty Period is not eligible to have that Off-Duty Period reduced under this provision.

20-I-6-h-(3) A Reserve may be given an add-on reassignment that begins after the completion of his current Trip. Such reassignment must comply with Section [20-L](#) and must begin before the Reserve's next Off-Duty Period (that is, the reassignment must begin in his current Duty Period). A Reserve who is given such a reassignment shall not be given a subsequent assignment or reassignment under the provisions of Section [20-I-6-h](#) without his concurrence. Additionally, such a reassignment must be made by the time the Reserve has blocked in on the last leg of his current Duty Period.

20-I-6-h-(3)-(a) If so requested, the Company shall replace a Reserve who has been reassigned under Section [20-I-6-h-\(3\)](#) when he subsequently passes through his Base if there is an unassigned Reserve from the same Base available to complete the reassigned flying. However, the Company shall not be required to replace the Reserve if assigning the flying to another Reserve would cause Open Flying to be cancelled, covered under Steps Four or Five of Section [20-I](#), or covered under Sections [20-H-5](#) or [20-H-6](#).

20-I-6-h-(3)-(b) If more than one (1) Reserve is available to receive an reassignment under Section [20-I-6-h-\(3\)](#), the Reserve whose Arrival time is closest to the Departure time of the Open Flying, but not less than thirty (30) minutes before the Departure time, shall receive the reassignment.

20-I-7 Step Four (SRM). The Open Trip or flying shall be assigned to a Lineholder, including Lineholders who require positioning by the Company, under Section [20-H-5](#) regardless of the acceptability of the schedule repair, if applicable. The Company may consider a Lineholder unavailable for such an assignment if his schedule repair would open a Trip whose Departure time

is within ten (10) hours of the Open Trip's Departure time or would open a Trip containing an airport landing that requires a supervised entry.

20-I-8 Prior to moving on to Step Five in this Section [20-I](#), the following must all be satisfied:

20-I-8-a The Company shall not cover a Trip using Step Five (Untriggered Reassignments) until 1500 or later on the day prior to the Trip's report time. However, if the Trip's report time is from 0000 to 0400, it may be covered using Step Five at 1300 or later on the day prior to the Trip's report time.

20-I-8-b The Company must have executed the following:

20-I-8-b-(1) If the Trip opened at or before 1100 on the day prior to the Trip's report time, then the Company must have satisfied Section [20-H-5-b](#) no later than 1500 on the day prior to the Trip's report time and the notification of all Lineholders who have requested notification of 100% Add Pay Trips must have been in effect at least two (2) hours earlier; or

20-I-8-b-(2) If the Trip opened after 1100 on the day prior to the Trip's report time, then the Company must have satisfied Section [20-H-5-b](#) and the notification of all Lineholders who have requested notification of 100% Add Pay Trips must have been in effect at least two (2) hours earlier. However, if the Trip opened within eighteen (18) hours of its report time, this two (2) hour requirement shall not apply.

20-I-8-b-(3) For purposes of Section [20-I-8-b](#), a Trip shall be defined by its flight segments and not a trip number or other characteristic. For example, changing an Open Trip's number does not change the time at which the Trip opened.

20-I-9 Step Five (Untriggered Reassignments). In any order:

20-I-9-a The Company shall reassign a Pilot such that the reassignment does not change the originating leg of his current Trip. Additionally, if the final leg of his current Trip is not changed by the reassignment, then the reassigned flying must occur before such final leg. Such Pilot shall receive Add Pay equal to 125% of all scheduled Flight Time and Deadhead Time until the Trip ends, including subsequent reassignments. If the Pilot is returned to his original Trip, the Add Pay shall cease to accrue. Provided there is an actual Departure of any Flight Segment the Pilot is reassigned into, including subsequent reassignments and those made under Section [20-F-2](#), the minimum Add Pay he shall receive is 125% of the scheduled Flight Time and Deadhead Time in the reassignment made under Section [20-I-9-a](#). A reassignment under this provision must comply with Section [20-L](#). Sections [20-I-5-a-\(4\)](#) and [20-L-5](#) shall not apply to this reassignment or to subsequent reassignments on this Trip.

20-I-9-b The Company shall reassign a Pilot such that the reassignment changes the originating leg of his current Trip. Such Pilot shall receive Add Pay equal to 125% of all scheduled Flight Time and Deadhead Time until the Trip ends, including subsequent reassignments. If the Pilot is returned to his original Trip, the Add Pay shall cease to accrue. Provided there is an actual Departure of any Flight Segment the Pilot is reassigned into, including subsequent reassignments and those made under Section [20-F-1](#), the minimum Add Pay he shall receive is 125% of the scheduled Flight Time and Deadhead Time in the

reassignment made under this Section [20-I-9-b](#). Without his concurrence, a reassignment under this provision cannot be scheduled to interfere with the Pilot's next scheduled day off. If such concurrence is given, Section [20-N](#) shall apply to the reassignment. Sections [20-I-5-a-4](#) and [20-L-5](#) shall not apply to this reassignment or to subsequent reassignments on this Trip.

20-I-10 An assignment or reassignment made under the provisions of Step Five shall be further subject to the following restrictions:

20-I-10-a The assignment or reassignment cannot be scheduled into a Pilot's vacation day or a Golden Day Off.

20-I-10-b If the assignment or reassignment is scheduled into a Holiday that the Pilot had off before the assignment or reassignment, the Pilot shall receive, at the time of assignment or reassignment, an additional five (5) hours of Add Pay.

20-I-10-c A Pilot receiving such assignment or reassignment may require the Company to continue making the Trip available to volunteers. If a volunteer comes forth, the Company is required to make the assignment or reassignment to the volunteer if he can effectuate the same Departure time. The assignment or reassignment and associated pay given to the original Pilot shall be reversed.

20-I-11 For every thirty (30) Duty Periods in a Category that are covered using the provisions of Step Five, in a rolling two (2) Bid Period time frame, the SSC may require the Company to exercise one of the following options, the choice of which shall be at the Company's discretion.

20-I-11-a Post one (1) vacancy bid to that Category, or

20-I-11-b Offer one (1) month of voluntary TDY to that Category, or

20-I-11-c Increase reserve staffing for one (1) month in that Category by one (1) full-month equivalent.

20-I-11-d If the SSC requires the Company to exercise one (1) of the options, the latest thirty (30) Duty Periods in the rolling two (2) Bid Period time frame shall be removed from future calculations.

20-I-11-e When a Severe Weather Action Plan ("SWAP") (or its equivalent) is active at a Base and when, as part of the SWAP, the Company has publicly announced the waiver of passenger change fees, any Duty Periods that would otherwise count toward this calculation in Section [20-I-11](#) shall not count. In the event the Company eliminates passenger change fees, the parties shall meet and agree on a new triggering condition.

20-I-12 With his concurrence a Pilot who is, or can be, in position to accomplish the desired operation in a timely manner may be assigned or reassigned the Open Trip or flying.

20-I-13 The Open Trip or flying may be assigned to a Reserve in the same Category who has previously been assigned, if the planned Departure time of the Open Flying being covered is earlier than the planned Departure time of the originally assigned Trip.

20-I-14 VDO Assignments

20-I-14-a The Company shall decide if a VDO assignment will be made (1) among Reserves for which the VDO assignment starts on a day designated as VDO or (2) among Reserves for which the VDO assignment does not start on a day designated as VDO.

20-I-14-b After the decision in Section [20-I-14-a](#) above is made, a VDO assignment shall be made to a Reserve who requires the fewest number of disrupted VDO days, excluding any Reserves with a Trip, Short Call or Field Standby assignment that conflicts with the VDO assignment. (Nothing herein shall prohibit the Company from removing a conflicting assignment, in order to make a Reserve eligible for the VDO assignment.)

20-I-14-c When deciding among the Reserves who have the same “fewest number of disrupted VDO days” (if more than one (1)), the following shall apply:

20-I-14-c-(1) For any Reserves for which the VDO assignment does not start on a day designated as VDO, the Reserve will be assigned in FIFO order, as described in Section [20-K-2-a](#).

20-I-14-c-(2) For any Reserves for which the VDO assignment starts on a day designated as VDO, the Company may make the VDO assignment to a Reserve having a Schedule Repair that the Company finds acceptable. If more than one Reserve has a similarly-acceptable Schedule Repair, the VDO assignment shall be made in seniority order.

20-J Open Flying Coverage At Non-Equipment-Bases

All Open Flying at non-Equipment-Bases may be covered at any time and shall be covered in the following order:

20-J-1 Open Flying shall be reassigned to a Pilot who has lost flying, provided such reassignment does not require a schedule repair and shall return him to his Base within the limitations of Section [20-L](#).

20-J-2 Open Flying shall be reassigned to a Pilot at that location or at some other location whose only remaining duty in his Trip is deadheading, provided the reassignment is scheduled to return the Pilot to his Base within the limitations of Section [20-L](#).

20-J-3 If Open Flying is created because an inbound Pilot cannot operate his next flight due to delays, schedule repair or cancellation or is created by the application of this Section [20-J-3](#) (that is, cascading of Section [20-J-3](#) reassignments is permitted), the Open Flying shall be covered by reassigning it to another Pilot. Any reassignment under this provision must not interfere with the Pilot’s next scheduled Trip and must comply with Section [20-L](#), unless the Pilot otherwise concurs.

20-J-4 If time permits deadheading On-Line, the Open Flying shall be covered by creating an Open Trip. The Company may, but is not required to, utilize off-line deadheading when creating such a Trip.

20-J-5 The Open Flying shall be reassigned to a Pilot who can accomplish the operation without any disruption of his assigned flying other than deadheading or Off-Duty Periods.

20-J-6 The Open Flying shall be assigned or reassigned to a Pilot who is the only Pilot qualified and in position, or who can be positioned by the Company, to accomplish the desired operation.

Without Pilot concurrence, assignment or reassignment under this Section [20-J-6](#) must comply with the limitations found in Section [20-L](#).

20-J-7 Notwithstanding this Section [20-J](#) and the order delineated herein, at any time the Open Flying may be reassigned to a Lineholder using the provisions of Section [20-I-5-b](#).

20-K Scheduling of Reserve Crews

20-K-1 General

20-K-1-a A Reserve begins each period of reserve days as a Long Call reserve unless they are assigned to Short Call Reserve, or pick up a Short Call or Field Standby assignment. If a Pilot transitioning from Lineholder to Reserve has a trip that carries into his Reserve Bid Period, he shall be placed on Long Call Reserve immediately after his Trip release (the release rules of Section [20-K-5-c](#) shall apply), unless he is subject to post-Trip rest required by FAR 117.25 or FRMS.

20-K-1-b The Company may release, or schedule to release, a Reserve into an Off-Duty Period of predetermined length.

20-K-1-c Silos

Reserves shall be grouped in silos according to their remaining number of days available for reserve assignment before their next scheduled unavailable days. Reserves with six (6) or more such days of availability shall be grouped in the same silo.

20-K-1-d After blocking in at the termination of a Trip, a Reserve must check to see if he has been given an assignment or reassignment in accordance with Section [20-I-6-h](#) (Reserve Additional Flying Provisions).

20-K-1-e A Reserve who is on his last day of sick leave and who has reserve availability on the next day shall be scheduled like a Reserve on his last day off.

20-K-1-f Specialized Reserve Lines

20-K-1-f-(1) Long-Call Lines (LCL)

20-K-1-f-(1)-(a) LCL are strictly voluntary. No Reserve shall be involuntarily assigned to an LCL.

20-K-1-f-(1)-(b) A Reserve awarded an LCL may not be assigned Short Call or Field Standby assignments unless the Pilot concurs otherwise.

20-K-1-f-(1)-(c) The Company shall offer a minimum of fifteen percent (15%) of LCL for a baseline of 20% of Reserve staffing, as measured in the same manner as Section [5-E-7-h-\(1\)-\(a\)](#) and rounded to the nearest whole line. When Reserve staffing is below that baseline, the percentage of LCL decreases by a 1:1 ratio. When Reserve staffing is above the baseline, the percentage of LCL increases by a 2:1 ratio, though may not exceed twenty-five percent (25%).

Reserve % of the Category	Minimum % of Reserve LCL offered	Reserve % of the Category	Minimum % of Reserve LCL offered
> 25%	25%	15%	10%
25%	25%	14%	9%
24%	23%	13%	8%
23%	21%	12%	7%
22%	19%	11%	6%
21%	17%	10%	5%
20%	15%	9%	4%
19%	14%	8%	3%
18%	13%	7%	2%
17%	12%	6%	1%
16%	11%	5%	0%

20-K-1-f-(1)-(d) A Reserve awarded an LCL may aggressively pick up Short Call or Voluntary Field Standby assignments and be eligible for applicable Add Pay in accordance with Section [20-K-10](#).

20-K-1-f-(2) Voluntary Early Check (VEC) Lines

20-K-1-f-(2)-(a) VEC Lines are strictly voluntary. No Reserve shall be involuntarily assigned to a VEC Line.

20-K-1-f-(2)-(b) Notwithstanding Section [20-I-6-c](#), a Reserve awarded a VEC Line (a “VEC Reserve”) must check their schedule and/or messages sometime from 1600 to 1759 on their last day off prior to a block of reserve days. A Pilot may waive the restrictions in this Section [20-K-1-f-\(2\)-\(b\)](#).

20-K-1-f-(2)-(b)-(i) No assignments can require a report or Short Call start before 0400.

20-K-1-f-(2)-(b)-(ii) All assignments that require a report or Short Call start before 0600 must be made before 1400.

20-K-1-f-(2)-(b)-(iii) All assignments that require a report or Short Call start before 1000 must be made before 1600

20-K-1-f-(2)-(b)-(iv) All assignments made at or after 1600 cannot require a report or Short Call start before 1000

20-K-1-f-(2)-(c) If the majority of Departures in a A320 or B737 Category are Basic Flights the Company shall offer a minimum of fifteen percent (15%) of the reserve lines as VEC Lines, measured in the same manner as Section [5-E-7-h-\(1\)-\(a\)](#) and rounded to the nearest whole line. The Company may offer VEC Lines in any other Category.

20-K-1-f-(2)-(d) A VEC Reserve may aggressively pick up Short Call or Voluntary Field Standby assignments and be eligible for applicable Add Pay in accordance with Section

[20-K-10](#). For the first day of a block of reserve days, a VEC Reserve may not aggressively pick up any assignment starting or reporting after 1000 LBT.

20-K-1-f-(2)-(e) A VEC Reserve may opt for an additional day off to be added to their schedule in PBS, with a reduction in their MPG of four hours seventeen minutes and thirty-nine seconds (4:17:39).

20-K-1-f-(2)-(f) A VEC Reserve shall be paid two (2) hours of Add Pay for each awarded block of reserve days that starts in the Bid Period. If the Pilot takes an affirmative action to reduce the number of blocks of reserve days, the Add Pay will be reduced by the number of blocks the Pilot's action removed. A VEC Reserve shall receive an additional fifteen minutes (0:15) of Add Pay for each day of Reserve during the Bid Period. For example, a VEC Reserve Line containing seventeen (17) work days in four (4) blocks of Reserve days (all of which start in the Bid Period) shall receive twelve and one-quarter hours of Add Pay (12:15) [(17 times 0:15 hours) plus (4 times 2:00 hours)].

20-K-1-f-(2)-(g) A VEC Reserve is not subject to the Short-Call assignment limits contained in Section [20-K-6-k](#).

20-K-1-f-(2)-(h) A Pilot who is sick on a Reserve day shall not be required to check their schedule and/or messages on a day of sick leave. They are treated the same as non-VEC Reserves returning from sick leave.

20-K-1-f-(3) Voluntary Short Call (VSC) Lines.

20-K-1-f-(3)-(a) VSC Lines are strictly voluntary. No Reserve shall be involuntarily assigned to a VSC Line.

20-K-1-f-(3)-(b) VSC Lines cannot be offered in a Category where VEC Lines are being offered in the same Bid Period.

20-K-1-f-(3)-(c) A VSC Reserve may aggressively pick up Short Call or Voluntary Field Standby assignments and be eligible for applicable Add Pay in accordance with Section [20-K-10](#). A VSC Reserve cannot aggressively pickup a Trip without Company concurrence.

20-K-1-f-(3)-(d) A VSC Reserve shall have their MPG increased by twenty minutes (0:20) for each day of Reserve in the Bid Period. A VSC Reserve who calls in sick shall not receive the additional twenty minutes (0:20) of MPG for that day.

20-K-1-f-(3)-(e) A VSC Reserve may opt for an additional day off to be added to their schedule during Monthly Schedule Preferencing, with a reduction in their MPG of the sum of [20-K-1-f-\(3\)-\(d\)](#) and [3-C-1-b-\(1\)](#) equaling four hours thirty-seven minutes and thirty-nine seconds (4:37:39).

20-K-1-f-(3)-(f) A VSC Reserve is not subject to the Short-Call assignment limits contained in Section [20-K-6-k](#).

20-K-2 Assignment List

20-K-2-a The assignment list for a given silo shall be sorted in first-in first-out ("FIFO") order, based on the release time of the Reserve's last assignment. If two or more Reserves have the

same such release time, those Reserves shall be sorted in FIFO order based on the release time of each Reserve's second-to-last assignment. If an additional tie-breaker is needed, the junior-most Reserve shall appear first on the assignment list.

20-K-2-b A Reserve beginning a period of reserve days shall take a position on their silo assignment list behind Reserves already on the list. If more than one Reserve is beginning a period of reserve days, their relative position on the assignment list shall be determined by their release time after their last assignment.

20-K-2-c If unused, a Short Call Reserve enters the list in FIFO order based on the time his window ended (or the time of his early release, if applicable). If his Short Call window spans two (2) days and if he returns to the assignment list, he shall be behind Reserves who are starting their period of reserve days on that second (2nd) day.

20-K-2-d When a Pilot transitions from Lineholder to Reserve, he shall, for the purpose of determining his position on the assignment list, be considered to have been released exactly at the beginning of the first day of the Bid Period. If more than one Pilot is making the same transition, their relative position on the assignment list shall be determined by their release time after their last assignment.

20-K-2-e In the event a Reserve deadheads to his Base on a Trip being flown by another Reserve from the same Base who has the same number of days available, the deadheading Reserve shall be positioned on the assignment list ahead of the Reserve flying the Trip.

20-K-2-f A Reserve whose Trip is picked up by a Lineholder or I/E enters the list in FIFO order based on the time the Trip is picked up. A Reserve whose Trip is FBO'd enters the list in FIFO order based on the time the Trip is FBO'd. A Reserve whose Trip is removed due to a scheduling error covered by Section [20-D-4](#) enters the list in FIFO order based on the time the Trip is removed. A Reserve who is returned to long-call status under the provisions of either Section [20-F-1-a-\(7\)](#) or Section [20-F-1-b-\(6\)](#) enters the list in FIFO order based on the time he was returned to long-call status.

20-K-2-g A Reserve whose last activity was either a sick-leave absence or an assignment missed due to sick leave shall take a position on his silo's assignment list under Section [20-K-2-b](#). However, when determining the Reserve's relative position on the assignment list under Section [20-K-2-b](#), neither a sick-leave absence nor an assignment missed due to sick leave shall be considered an assignment.

20-K-2-h When a Reserve is either on a Short-Call assignment or has been released to a Short-Call assignment, for the purpose of determining his position on the assignment list any future assignment he has picked up under the provisions of Section [20-K-8](#) Aggressive Pick-Up shall be disregarded.

20-K-3 Making Reserve Assignments

20-K-3-a Type of Reserve Receiving the Assignment

Reserve assignments shall be made in accordance with Section [20-I-6-a](#).

20-K-3-b Silo Selection

20-K-3-b-(1) A Trip shall be assigned to a Reserve whose silo matches the length of the Trip.

20-K-3-b-(2) If a Trip cannot be assigned to a Reserve whose silo matches the length of the Trip, it shall be assigned to a Reserve from the next highest silo that contains an available Reserve.

20-K-3-b-(3) Rolled Reserve Days. If a Trip cannot be assigned without disruption of days off, it shall be assigned to a Reserve who requires the fewest number of disrupted days off. A Reserve may express a preference for not having particular days off disrupted. Such preference shall be honored in FIFO order among Reserve Pilots who can receive the assignment and would have the same number of days off disrupted.

20-K-3-b-(4) Notwithstanding the above, when assigning a Trip to a Reserve on voluntary Field Standby, Sections [20-K-3-b-\(1\)](#) and [\(2\)](#) shall not apply; instead, the Company shall decide which such Reserve will receive the assignment. If more than one such Reserve has the same schedule disruption, the Company shall decide which such Reserve will receive the assignment.

20-K-3-c Assignment Rules

20-K-3-c-(1) A reserve assignment shall not begin on a scheduled day off, unless the day off is a VDO.

20-K-3-c-(2) If more than one (1) Short Call Reserve is in the same silo, a Trip that does not require schedule disruption shall be assigned to the Short Call Reserve with the earliest Short Call start time.

20-K-3-c-(3) If more than one (1) Short Call Reserve has the same schedule disruption, a Trip that requires schedule disruption shall be assigned to the Short Call Reserve with the earliest Short Call start time.

20-K-3-c-(4) For purposes of Sections [20-I](#) and [20-K](#), a Reserve with a Short Call or voluntary Field Standby assignment shall be considered unassigned. If a Reserve is a Lineholder in the next Bid Period they may be assigned a Trip that operates into days off in the next Bid Period only if no other Reserve can be assigned the Trip without disrupting days off. Any time such a Reserve passes through their Base on the assigned Trip they shall be replaced if there is more than one (1) unassigned Reserve from the same Base available to complete the Trip, unless the Reserve requests to keep the Trip. Such Reserve shall receive five hours and fifteen minutes (5:15) of Add Pay for each day off that was disrupted as of the time of assignment or the Pilot can elect to have the days off in the Lineholder Bid Period restored in accordance with Section [20-N](#).

20-K-3-c-(5) Days off shall not be disrupted to make a Short Call, unless the day off is a VDO.

20-K-3-c-(6) Without his concurrence, a Reserve can start only one (1) Short Call or voluntary Field Standby assignment per day, except that a Short Call Reserve may be assigned to voluntary Field Standby that starts on the same day.

20-K-3-c-(7) Notwithstanding Section [20-K-2](#), when the Company is making an out-of-silo assignment, if any Reserve in that silo has submitted an aggressive pick-up request in accordance with Section [20-K-8-c](#), the assignment shall be given to the Reserve whose request has the earliest submission time.

20-K-3-c-(8) A Reserve shall not be given a new assignment before he blocks in from a Trip or is released from an assignment that is not a Trip.

20-K-3-c-(9) Following jury duty, ALPA business, Company business, or military leave, assignments shall not be made and entered in the Pilot's schedule earlier than 0000, unless the Pilot concurs otherwise. This Section [20-K-3-c-\(9\)](#) shall also apply to a Reserve who was a Lineholder in the previous Bid Period and who had a Trip that ended (scheduled or actual) on the last day of the previous Bid Period, and to a Reserve who has an IOE Trip that ended (scheduled or actual) before a reserve day. A Reserve who was a Lineholder in the previous Bid Period and who had a day off on the last day of the previous Bid Period shall fall under Section [20-K-7](#).

20-K-3-c-(10) A Reserve returning on a Trip whose last segment is scheduled to arrive at his Base from 0045 to 0600 shall not be assigned to another Trip whose last segment is scheduled to arrive at this Base from 0045 to 0600 the following calendar day, without his concurrence.

20-K-3-c-(11) A Reserve who requires consolidation or is within thirty (30) days of loss of currency or a probationary Pilot who has not operated two (2) Flights from a control seat during a Bid Period may be assigned a Trip that is available for assignment out of assignment order.

20-K-3-c-(12) A Reserve who requires consolidation or is within thirty (30) days of loss of currency, or a probationary Pilot who has not operated two (2) Flights from a control seat during a Bid Period may be assigned a Trip that has been FBO'd at any time during the assignment window; with his concurrence, the Reserve may be assigned the Trip at any time, provided only one (1) Trip at a time is assigned prior to the assignment window and they are released to that Trip at time of assignment.

20-K-3-c-(13) A Global Reserve who requires consolidation may be assigned a Trip that has been set aside under Section [20-G-6](#) at any time during the assignment window; with his concurrence, the Global Reserve may be assigned the Trip at any time, provided only one (1) Trip at a time is assigned prior to the assignment window and they are released to that Trip at time of assignment.

20-K-3-c-(14) Without his concurrence, a Reserve on the A380, B777, B787, A330 or A350 fleet who has one (1) day available for reserve assignment will not be assigned to Short Call. For purposes of this paragraph, "days available for reserve assignment" shall include RDOs and FDOs.

20-K-3-c-(15) Without his concurrence, a Reserve who has one (1) day available for reserve assignment will not be assigned a Short Call that begins at or after 1400. For purposes of this paragraph, "days available for reserve assignment" shall include RDOs and FDOs.

20-K-3-c-(16) An Open Trip set aside for assignment using Section [20-G-5](#), or a Trip that has been FBO'd, may be assigned to a Reserve for training or line check at any time, and, notwithstanding Section [20-K-4-a](#), the Reserve is not released to the Trip until the earliest of: (1) the Pilot has only days off prior to the Trip; (2) it is ten (10) hours prior to the Trip's report time; or (3) the Company has notified the Pilot that they are released to the Trip.

20-K-3-d Reserve Bypass

When making an assignment from a silo's assignment list, the following Reserves shall be bypassed. However, if the assignment remains uncovered after bypass it may be assigned to such Reserves; if so, it shall be covered in the following order:

20-K-3-d-(1) Reserves who are Lineholders in the subsequent Bid Period, when making an assignment that extends into that subsequent Bid Period and that does not result in a disruption of any days off in that subsequent Bid Period. That is, the carry-out assignment only results in dropping workday(s) in that Bid Period.

20-K-3-d-(1)-(a) Prior to moving to [20-K-3-d-\(2\)](#), the Trip must be offered to Lineholders at 50% PPU pursuant to Section [20-I-6-a-\(2\)-\(b\)](#).

20-K-3-d-(2) Reserves who are Reserves in the subsequent Bid Period, when making an assignment that shall result in disrupting days off in that subsequent Bid Period (subject to minimum disruption provisions). If the Reserve is given the assignment, he shall receive five hours and fifteen minutes (5:15) of Add Pay for each day off that was disrupted in the subsequent Bid Period that the assignment touches, as of the time of assignment. However, if the assignment is made under Section [20-I-14](#) (VDO Assignments), then no Add Pay shall be received.

20-K-3-d-(3) Reserves who are Lineholders in the subsequent Bid Period, when making an assignment that extends into that subsequent Bid Period and results in a disruption of day(s) off in that subsequent Bid Period (subject to minimum disruption provisions). If the Reserve is given the assignment, they shall receive five and one-quarter (5:15) hours of Add Pay for each day off that is disrupted in the subsequent Bid Period that the assignment touches, as of the time of assignment.

20-K-3-d-(4) Intentionally Left Blank

20-K-3-d-(5) Reserves who have less than four (4) days available for reserve assignment, when making a Short Call assignment to a Global Reserve on the A380, B777, B787, A330 or A350 fleet. For purposes of this paragraph, "days available for reserve assignment" shall include RDOs and FDOs.

20-K-3-d-(6) Example 1: An open Global Trip departing on the last day of Bid Period A carries four (4) days into Bid Period B. The following priority would apply when assigning the Trip to a legal reserve:

Example 1	A	B			
Assignment List	5 Day Trip				
Reserve 1	RSV	RSV	RSV	RSV	RSV
Reserve 2	RSV	Lineholder Trip			
Trip must be offered at 50% Lineholder PPU					
Reserve 3	RSV	RSV	RSV	RSV	RDO
Reserve 4	RSV	Lineholder Trip			DAY OFF
Reserve 5	RSV	RSV	RSV	RDO	RDO
Reserve 6	RSV	DAY OFF	Lineholder Trip		DAY OFF

20-K-3-d-(7) Example 2: An open Basic Trip departing on the last day of Bid Period A carries four (4) days into Bid Period B. The following priority would apply when assigning the Trip to a legal reserve:

Example 2	A	B			
Assignment List	5 Day Trip				
Reserve 1	RSV	RSV	RSV	RSV	RSV
Reserve 2	RSV	Lineholder Trip			
Trip must be offered at 50% Lineholder PPU					
Reserve 3	RSV	Lineholder Trip			DAY OFF
Reserve 4	RSV	DAY OFF	Lineholder Trip		DAY OFF

Note: No FDO disruption is possible, since this is a 5-day trip.

20-K-3-d-(8) Reserves who have not waived the limits in Section [5-B-2-c-\(3\)](#) and whose sum of Flying Hours and Nonflying Hours, as described in Section [5-B-2-c](#), exceeds eighty-five (85) hours, when making a Short Call assignment.

20-K-4 After a Reserve Assignment is Made

20-K-4-a When a Reserve acknowledges a Trip assignment he shall be released to the Trip and may not be given any additional duty or Short Call prior to the start of that Trip, unless he waives this provision.

20-K-4-b A Reserve who has been released to an assignment shall not be required to answer his phone. Additionally, during a Reserve's FAR rest period prior to the assignment to which he has been released, the Company shall not call him unless no other Reserve is available for the assignment being covered. A Reserve shall not be required to accept any assignment offered during his FAR rest period.

20-K-4-c A Trip on a Reserve's schedule is available for Lineholder pickup unless the Reserve has designated the Trip as unavailable for Lineholder pick-up.

20-K-4-c-(1) The Reserve may make the designation at any time prior to twenty (20) hours before the report time of the Trip. Once made, the designation cannot be reversed.

20-K-4-c-(2) If the Reserve was assigned the Trip for currency, consolidation, training, checking, or similar reason, the Company may designate the Trip as unavailable for Lineholder pick-up.

20-K-4-c-(3) An in-Base Lineholder may pick up an available Trip at any time prior to twenty (20) hours before the report time of the Trip. An out-of-Base Lineholder or an I/E may pick up an available Trip after 1300 on the day prior to the Trip's report time and prior to twenty (20) hours before the report time of the Trip.

20-K-4-c-(4) A Reserve choosing not to designate their Trip as unavailable for Lineholder pick up is also volunteering to check their schedule twenty (20) hours before the report time of the Trip to determine whether the Trip has been picked up by a Lineholder.

20-K-4-c-(5) A Reserve whose Trip is picked up by a Lineholder shall return to Long Call status twenty (20) hours prior to the report time of the Trip that was taken.

20-K-4-c-(6) For a Trip assigned to a VEC Reserve, the times above shall be reduced from twenty (20) hours to fourteen (14) hours.

20-K-4-d A Reserve who has been assigned a Trip may be removed at any time prior to three (3) hours before the scheduled Departure of the Trip for the assignment of a Pilot under the provisions of Section [20-F-1](#).

20-K-4-e With his concurrence, a Reserve may be removed from a Trip.

20-K-4-f Reserves shall be allowed to trade Trip-for-Trip with another Reserve with company concurrence. Reserves shall be allowed to trade day-for-day (contingent upon meeting traditional trading parameters e.g., no single Reserve Day in between blocks of days off) with another Reserve when automation allows for the trade of reserve days without scheduler intervention.

20-K-5 Long Call Reserve

20-K-5-a For a Trip assignment, a Long Call Reserve must be assigned the Trip with a minimum of eighteen (18) hours notice prior to report time or a minimum of sixteen (16) hours notice prior to the start of a Short Call period.

20-K-5-a-(1) Notwithstanding the above, when an assignment is made in the window between 1200 and 1359 window (as prescribed in Section [20-I-6-c](#)) the notice period shall be fourteen (14) hours to scheduled report for a Trip or start of a Short Call period.

20-K-5-a-(2) A VEC Reserve may be given an assignment while on Long Call Reserve with twelve (12) hours notice prior to the scheduled report time for a Trip or the start of a Short Call period, except that if the assignment is made on the VEC Reserve's last day off the minimum notice required is fourteen (14) hours.

20-K-5-a-(3) A Pilot may waive these provisions.

20-K-5-b A Long Call Reserve must be phone available twenty-four (24) hours a day on his Reserve days until given an assignment.

20-K-5-c A Long Call Reserve is released at 0600 (1200 for a VEC Reserve on Long Call) on their last day of reserve, except that they are released at 1400 on their last day of reserve if the next day contains flying or training, provided no assignment has been made by those times.

20-K-6 Short Call Reserve

20-K-6-a A Short Call assignment is a single period of availability that may not exceed fourteen (14) hours.

20-K-6-b The Company shall determine the start time for all Short Call assignments.

20-K-6-c Short Call assignments shall be built for a designated silo. If the assignment cannot be made in the designated silo, the Company may move up to the next silo.

20-K-6-d Intentionally Left Blank

20-K-6-e When a Reserve is assigned to or aggressively picks up a Short Call, he is released until beginning the Short Call assignment, except that a Reserve who aggressively picked up the Short Call while currently on an assignment shall be released when his current assignment is completed. The Company may attempt to contact the Pilot in order to assign him a Trip, including one (1) attempt during an FAR rest period, but the Pilot is not required to answer and may refuse the Trip until his Short Call assignment begins. If the Trip is assigned, the Pilot's FAR rest period may be reset.

20-K-6-f A Short Call Reserve who is given an assignment that requires an intervening FAR rest period due to contractual Duty Period limits does not require the minimum notification requirements of a Long Call Reserve or a contractual Off-Duty Period, but the rest period must be no less than twelve (12) hours.

20-K-6-f-(1) Example: A Short Call Reserve whose assignment begins at 0700 and ends at 2100 may be released from the assignment at 2000 and given an assignment that begins at 0800 the next day.

20-K-6-f-(2) Example: A Short Call Reserve whose assignment begins at 0300 and ends at 1700 may be released from the assignment at 1300 and given a flying assignment that reports at 0100.

20-K-6-f-(3) Example: A Short Call Reserve whose assignment begins at 0600 and ends at 2000 may be released from the assignment at 0700 and given a flying assignment that reports at 1900.

20-K-6-g If unused, a Short Call Reserve reverts back to Long Call. Without Pilot concurrence, the Company may not revert a Short Call Reserve back to Long Call by cancelling a Short Call assignment prior to its planned end time.

20-K-6-h A Short Call Reserve shall be released at 1400 on their last day of reserve, unless by that time they have either received an assignment or been notified to complete their Short Call. This Section [20-K-6-h](#) shall not apply to a Reserve who aggressively picks up a short call assignment that begins at 1400 or later on their last day of reserve. If a Reserve is assigned a short call assignment that begins at 1400 or later on their last day of reserve, they must be explicitly notified at time of assignment that they will be completing their short call; if they

are not so notified, they are not required to sit the short call assignment, and the assignment is considered to be 'unused'.

20-K-6-i On a scheduled basis (i.e., Section [5-E](#)), the total number of hours a Pilot may spend in a combined reserve availability period/flight duty period that ends with a deadhead Flight Segment shall be one (1) hour more than the FAR limit (as modified by FRMS) that would apply if the deadhead Flight Segment was an operating Flight Segment. On an actual basis (i.e., Section [5-F](#)), the total number of hours shall be one (1) hour more than the scheduled limit. This Section [20-K-6-i](#) shall apply to any Pilot who is subject to such FAR limits; e.g., a Lineholder on telephone standby or a Pilot who is notified of a delayed report time with less than ten (10) hours notice. This Section [20-K-6-i](#) is not applicable after the actual Departure time of the last flight in the duty period. A Pilot may waive this Section [20-K-6-i](#).

20-K-6-j A limitation on an FRMS flight assignment (e.g., "an assignment to the FRMS Flight must be made within the first four (4) hours of the RAP") shall not preclude a Short Call Reserve from being assigned a non-FRMS Flight assignment under the terms of the UPA.

20-K-6-k A Reserve cannot be assigned more Short Calls in a Bid Period than provided in the table below:

Available Days	Short Call Cap
27 - 31	6
20 - 26	5
13 - 19	4
8 - 12	3
3 - 7	2
1 - 2	1

20-K-6-k-(1) The Company may offer an additional two (2) hours of Add Pay for a Reserve to accept or aggressively pickup a Short Call period and such voluntary assignment shall not count towards the Short Call cap. The Add Pay will be added either through tagging the Short Call period prior to aggressive pickup or adding the Add Pay to the Pilot's schedule at the time of assignment.

20-K-6-k-(2) If the Company demonstrates to the SSC that it is unable to assign required Short Call periods in accordance with the published Short Call matrix for three (3) consecutive Bid Periods due to the limitations contained in this Section [20-K-6-k](#), the Company may opt to reduce the number of awarded LCL in that Category for the following three (3) Bid Periods. Prior to reducing the number of LCL offered the Company must offer no fewer than fifteen percent (15%) of Reserve lines as VEC or VSC Lines in the affected Category and in no case can the Company award fewer LCLs than VEC/VSC Lines awarded in the Category in a Bid Period.

20-K-6-k-(3) The Short Call cap shall not apply to VEC/VSC Reserves, Premium Short Call Reserve Trips, or Reserves on Compressed Lines, including Compressed Lines built in accordance with LOA 12-01.

20-K-6-l The Company and SSC shall jointly develop a Short Call matrix displaying the standard Short-Call build parameters for each Category. The Short Call matrix shall be published each Bid Period to all Pilots. Factors to be considered in developing the Short Call matrix shall include, but are not limited to, accounting for changes in the distribution of flying between Categories, planned staffing levels in the Category, and account for a reasonable level of Abnormal Operations during the Bid Period. The Short Call matrix shall be reviewed on a Bid Period basis based on accrued data and changes in staffing forecasts. Actual building of Short Calls in excess of the Short Call matrix shall be reviewed with the SSC.

20-K-7 Last Day Off Prior to Reserve Days

20-K-7-a On the day following his day(s) off, a Reserve shall not be required to report for an assignment or begin a Short Call prior to 1000. A Pilot may waive the restrictions in this Section [20-K-7-a](#).

20-K-7-b Contact Requirements and Assignment Limitations

20-K-7-b-(1) Assignments made from 1200 to 1359 on the last day off prior to reserve days shall be placed in the Pilot's schedule. The Company is not required to notify the Pilot.

20-K-7-b-(2) Assignments made after 1400 on the last day off prior to reserve days shall be placed in the Pilot's schedule and the Company shall notify the Pilot by phone.

20-K-7-b-(3) A Pilot may waive these provisions.

20-K-7-c Notwithstanding Section [20-K-5-a](#), all Reserves other than those Pilots on VEC or VSC Reserve shall require 18 hours notice (or 16 hours to the start of a Short Call period) on the last day off prior to Reserve. For example, at 1700 on their last day off a Reserve (not a VEC or VSC) can be assigned a Trip reporting no earlier than 1100 because that is an 18-hour call out and provides FAR rest beginning at 0000 on the first day of Reserve.

20-K-7-d For the purposes of this Section [20-K-7](#), a "day off" is any day other than a day "worked" (i.e., a "day worked" includes: flight duty, reserve, reserve assignment, training duty, special assignment, other flight duties for which compensation is paid). Additionally, for the purposes of this Section [20-K-7](#), the following is not considered a "day off": a day of jury duty, ALPA business, Company business, or military leave; a Paid Move Travel Day (Section [10-E](#)); a transfer day (Section [10-G](#)); and a day a Pilot is on an Emergency Drop (Section [20-Q-14](#)). In accordance with Section [20-K-1-e](#), a Reserve who is on his last day of sick leave and who has reserve availability on the next day shall be scheduled like a Reserve on his last day off.

20-K-8 Aggressive Pick-Up

A Reserve may pick-up an assignment on a first-come first-served basis pursuant to the following provisions:

20-K-8-a An open assignment shall be available for pick-up starting at 1100 (and 1000 to 1044 for LCL) the day prior to the scheduled report time of the Trip, the scheduled report time of a Field Standby assignment or the scheduled start time of a Short Call assignment.

20-K-8-b A Reserve may pick up an assignment that has the same number of days, or the same number minus one (1), as the number of reserve days they have before their next scheduled unavailable days, except that a Basic Reserve with six (6) reserve days before their next scheduled unavailable days may pick up an assignment that is four (4) days in length, if such assignment reports prior to 1000.

20-K-8-b-(1) For purposes of Section [20-K-8-b](#), the current day is not counted as a reserve day, except before 1400 for a Reserve on Long Call.

20-K-8-c A Reserve may submit an aggressive pick-up request for one or more assignments that he cannot otherwise pick up under Section [20-K-8-b](#). For Short Call or Field Standby assignments, the Company will accept criteria-based requests. The Company may enable an assignment to be aggressively picked up by Reserves from a particular silo. If it does so, the assignment shall be awarded to the Reserve in that silo with the earliest request submission time.

20-K-8-d A Reserve who is not on Short Call may aggressively pick up an assignment while on an assignment. If he subsequently is projected to require a schedule repair, the Company may remove the assignment from his schedule, if doing so removes the need for the schedule repair.

20-K-8-e A Short Call Reserve may aggressively pick up an assignment that reports or starts on the day following the day on which his current Short Call assignment begins, provided the report or start time of the assignment is at least ten (10) hours from the end of the Reserve's current Short Call assignment. A Short Call Reserve may not aggressively pick up an assignment that reports or starts on the same day that his current Short Call assignment begins. The Company may, at its option, modify the end time of the Short Call assignment to allow an aggressive pickup that would otherwise not be allowed.

20-K-8-f Notwithstanding Section [20-K-4-a](#), if a Short Call Reserve aggressively picks up an assignment for the following day, he must remain telephone available for the duration of the current Short Call assignment with the understanding that flying may be assigned that creates a situation where the aggressively picked up assignment is removed.

20-K-9 Field Standby Assignments

20-K-9-a When a Pilot is called to the airport on a standby basis without a specified Flight assignment, his Duty Period shall begin at the time he is scheduled to report or actually reports, whichever is later. If he is subsequently assigned a Trip, the Minimum Pay Value Provisions of Section [5-G](#) shall begin at the start of such Duty Period.

20-K-9-b Without his concurrence, a Pilot shall not be held on standby duty at the airport in excess of four (4) hours and any assigned Flight must be scheduled to depart no later than five (5) hours from the start of his Duty Period.

20-K-9-c If a Pilot is released from standby duty without a flight assignment, or if he requires an intervening Off-Duty Period prior to a flight assignment, he shall be entitled to a minimum Off-Duty Period.

20-K-9-d When a Lineholder concurs to a Field Standby assignment, the provisions of this Section [20-K-9](#) shall apply.

20-K-10 Supplemental Reserve Add Pay

20-K-10-a When a Reserve has an assignment that reports prior to 1000, for a Trip or voluntary Field Standby assignment, or begins earlier than 1000, for a Short Call assignment, and if that assignment is on the day following his day(s) off, he shall receive two (2) hours of Add Pay if the assignment is a Trip and one (1) hour of Add Pay if the assignment is a Short Call or voluntary Field Standby. The definition of “day(s) off” shall follow that given in Section [20-K-7-d](#). If a Reserve has two (2) or more assignments that report prior to 1000 on a day, this paragraph will apply to the first assignment. A Reserve who receives a VDO assignment that starts on a day designated as VDO is not eligible for this Add Pay.

20-K-10-a-(1) Example: If a Reserve aggressively picks up a Trip that reports prior to 1000 on his first day back and if the Reserve is given a short call assignment that starts at the Trip’s report time due to the application of Section [20-F-1-a-\(6\)](#), he shall receive two (2) hours of Add Pay for the Trip, but shall not receive any additional Add Pay under this provision for the Short Call assignment.

20-K-10-a-(2) Example: If a Reserve is given a Short Call assignment that starts at 0200 on his first day back and if he is subsequently assigned a Trip that reports at 0700, he shall receive one (1) hour of Add Pay for the Short Call assignment, but shall not receive any additional Add Pay under this provision for the Trip assignment.

20-K-10-b When voluntary Field Standby assignment is placed on a Reserve’s schedule they shall receive three (3) hours of Add Pay.

20-K-10-c A Reserve shall receive one (1) hour of Add Pay for any Short Call assignment built after 1400 LBT the day prior to the scheduled start time of the Short Call assignment.

20-K-11 Notification of Reserve Assignments

20-K-11-a Unless specified elsewhere in this Agreement, the Company shall notify a Reserve at the time of assignment, except that a Reserve who receives an assignment under Section [20-I-6-c](#) need not be notified.

20-K-11-b If a Reserve prefers to not be contacted from 0100 to 0659 he may notify the Company of this preference. This notification must be made before the applicable Bid Period begins. Once selected, this option shall remain selected until changed by the Reserve. If this option is selected, the application of Section [20-K-11-a](#) shall be modified as follows:

20-K-11-b-(1) If the Company would otherwise contact the Reserve from 0100 to 0659 in order to make an assignment or reset the Reserve's FAR rest period, that telephone call shall be delayed to the maximum reasonable extent, without jeopardizing callout notification or the ability to give him the assignment or to reset his FAR rest period.

20-K-11-b-(1)-(a) If the purpose of the call is to provide or reset the Reserve's FAR rest period, then the call shall be made eleven (11) to twelve (12) hours before report time or at 0700 (or as soon thereafter as feasible), whichever is earlier. Waiting until eleven (i) hours prior to report time is desirable, but the call may be made as early as twelve (ii) hours prior to report time, at Company discretion to accommodate workload issues.

20-K-11-b-(1)-(b) If the purpose of the call is to assign a Trip to a Reserve on Short Call, and no rest reset is possible (because it is already within ten (10) hours of report time), then the call shall be delayed until necessary to provide the Reserve with enough time to comply with the call-out time specified in Section [20-A-4](#) or at 0700 (or as soon thereafter as feasible), whichever is earlier.

20-K-12 Contingent Reserve Assignment

20-K-12-a A Contingent Reserve assignment is one that requires a Reserve to report to the airport for a Trip where a specific Flight is projected to be open due to another Pilot being unable to operate that Flight. No more than one (1) Reserve can be assigned as a Contingent Reserve for the same Trip. At the time of the assignment, the Company will designate that the Trip assigned to the Reserve is a Contingent Reserve assignment and maintain a record of the reason for the Contingent Reserve assignment.

20-K-12-b If the Reserve does not actually operate the Trip designated at the time of the Contingent Reserve assignment, the Reserve shall be subject to be reassigned in accordance with the timelines in Section [20-F-1](#).

20-K-12-c A Reserve cannot be assigned to a Contingent Reserve assignment more than two (2) times in a Bid Period, unless the Reserve concurs to the assignment.

20-K-12-d If the Reserve does not operate the designated Trip and is not assigned to other flying, the Reserve shall be returned to long call Reserve and provided Reserve Call Out Pay in accordance with Section [3-C-3-g](#).

20-L Overtime Add Pay and Reassignment Limitations

20-L-1 For the purposes of this Section [20-L-1](#), a Pilot's original release time is the release time of the Trip as it existed at the time the Trip was placed on his schedule. Subsequent modifications to a Trip do not change the original release time for that Pilot.

20-L-2 Limitations When Reassigned From Basic Flying

20-L-2-a When a Pilot's original release time is:

20-L-2-a-(1) From 0000 to 1200, the Pilot must be scheduled to be released from the reassigned Trip no later than 1200 the next day.

20-L-2-a-(2) From 1201 to 2359, the Pilot must be scheduled to be released from the reassigned Trip no later than 2359 the next day.

20-L-2-b If reassigned into a day off and the reassignment prevents a commuting Pilot from returning to his primary residence on that day off, the Pilot shall be provided a hotel room upon request.

20-L-2-c A Reserve whose original assignment included flying on an FDO shall not be reassigned beyond that FDO, without his concurrence.

20-L-3 Limitations When Reassigned From Global Flying

20-L-3-a If reassigned to a Trip with no augmentation or a Trip whose maximum required augmentation level is single augmentation, the reassigned Trip must have a scheduled release time within forty-eight (48) hours of his original release time.

20-L-3-b If reassigned to a Trip whose maximum required augmentation level is double augmentation, the reassigned Trip must have a scheduled release time within sixty (60) hours of his original release time.

20-L-3-c In the event a Pilot is reassigned to arrive at his Base later than originally scheduled, upon his request the Company shall notify the Pilot's primary residence or contact number of the delay and expected Arrival time.

20-L-4 A Pilot shall not be reassigned into a vacation day(s), a golden day off, or into day(s) protected in accordance with Section [20-D-5](#). However, a Pilot may be required to remain at a city to fly a delayed aircraft on such days, but only if no other solution exists to operate the Flight in a timely manner. A Pilot whose vacation days are disrupted shall have the lost vacation day(s) added to the end of the vacation period.

20-L-4-a When the Company is unable to return the Pilot to their Base prior to the start of their vacation or day(s) protected by Section [20-D-5](#), the Company shall be responsible for reimbursing the Pilot for any expenses related to the delay (e.g., fees, cancellation penalties, etc.) incurred by the Pilot up to \$1,500. The Pilot shall have sixty (60) days from the end of the vacation period to make a claim with the Company for the loss(es).

20-L-4-b When the Company is unable to return the Pilot to their Base prior to the start of a golden day(s) off, the golden day(s) off shall be removed from the Pilot's schedule and the Pilot shall be allowed to rebid them. If there are no more opportunities to bid the golden day(s) off during the current vacation year the golden days off may be carried into the following vacation year.

20-L-4-c In the event vacation is disrupted in accordance with Section [20-L-4](#), above, the day that was previously a vacation day (prior to the disruption) will remain subject to the Section [20-L-4](#) prohibition on reassignments as if it were still a vacation day. In other words, the fact that the vacation was disrupted due to a delay does not then make the day eligible for reassignment.

20-L-5 Overtime Add Pay

20-L-5-a A Pilot shall receive Overtime Add Pay equal to one (1) hour for each three (3) hours actual elapsed time away from Base, prorated, starting from the point in time that is two (2) hours after their original release time.

20-L-5-a-(1) The ratio given above shall increase to one (1) hour for each two (2) hours, for any actual elapsed time away from Base, prorated, that is beyond 2359 at the Pilot's Base on the last scheduled work day of the Trip prior to a day off or last Reserve day prior to a day off.

20-L-5-a-(2) Notwithstanding Section [20-L-5-a-\(1\)](#), a Pilot assigned under Sections [20-I-6-h-\(1\)](#) or [20-I-6-h-\(2\)](#) (with the assignment reflected as a single Trip versus two separate Trips) will be eligible for Section [20-L-5-a](#) pay until the conclusion of the Reduced Time Off period in Section [20-I-6-h-\(1\)](#) or [20-I-6-h-\(2\)](#) as applicable. Additionally, a Pilot subject to Section [5-F-3-m](#) will be eligible for Section [20-L-5-a](#) pay until the scheduled report time of the second original Trip. Section [20-L-5-a-\(1\)](#) will apply to any portion of the layover that occurs on what was scheduled to be a day off prior to the application of Section [5-F-3-m](#).

20-L-5-b Time away from Base already on a Pilot's schedule, due to a subsequent Trip or training assignment, shall be removed from the Overtime Add Pay calculation.

20-L-5-b-(1) Example: A Pilot is flying a Basic Trip, with an originally scheduled release time of 1300 on Saturday. The Pilot does not return from the Trip until 2300 on Sunday. As a result, a one-day Trip reporting at 0500 and releasing at 1900 on Sunday is dropped from their schedule. In calculating his Overtime Add Pay, the time away from base of 0500 to 1900 on Sunday is removed from the calculation. The Pilot shall be paid Overtime Add Pay on a 1:3 basis for the period from 1500 on Saturday through 0000 on Sunday, and on a 1:2 basis for the period from 0001 to 0500 on Sunday and continuing again from 1900 on Sunday through 2300 on Sunday.

20-L-5-b-(2) Example: A Pilot is flying a double-augmented Global Trip, with an originally scheduled release time of 2200 on Sunday. However, due to a maintenance issue and the arrival of a significant storm at the outstation the Pilot is unable to return until 2000 the following Saturday. The Pilot also had a training event on his schedule, reporting at 0600 on Wednesday and releasing at 1200 on Thursday. The Pilot shall be paid Overtime Add Pay on a 1:2 basis starting at 0000 on Monday and ending at 0600 on Wednesday (the report time for the conflicting event), and resuming at previously scheduled release from the conflicting event at 1200 on Thursday and continuing until the Pilot actually returns from their Trip at 2000 on Saturday.

20-L-5-b-(3) Example: A Pilot is flying a Basic Trip, with an originally scheduled release time of 1300 on Saturday. The Pilot does not return from the Trip until 2300 on Saturday. The Pilot also has a Trip on his schedule that reports at 0500 on Sunday and releases at 1400 on Tuesday. Utilizing Section [5-F-3-m](#), the Crew Desk combines the two Trips into a single Trip. The Pilot shall be paid Overtime Add Pay on a 1:3 basis for the period from 1500 on Saturday through 0000 on Sunday and on a 1:2 basis for 0001 through 0500 on Sunday. The Pilot is again eligible for additional Overtime Add Pay starting at 1600 on Tuesday.

20-L-5-b-(4) Example 4: A Reserve has a 5 day block of reserve. The Pilot is assigned a 3-day Trip on day 1 of Reserve and is scheduled to return to their Base at 1500 LBT on day 3. The Reserve is reassigned under Section [20-I-5](#) to return to their Base at 1200 LBT on day 4. This Reserve is entitled to Section [20-L-5-a](#) Overtime Add Pay for 19 hours at the 1:3 rig for a total Overtime Add Pay of 6:20.

20-L-5-b-(5) Example 5: A Reserve has a 5 day block of reserve. The Pilot is assigned a 3-day Trip on day 1 of Reserve and is scheduled to return to their Base via deadhead at 1500 LBT on day 3. The Reserve is reassigned as a Visiting Reserve under Section [20-I-6-b-\(1\)](#) to return

to their Base at 1200 LBT on day 4. This Reserve is entitled to Section [20-L-5-a](#) Overtime Add Pay for 19 hours at the 1:3 rig for a total Overtime Add Pay of 6:20.

20-L-5-b-(6) Example 6: A Reserve has a 5 day block of reserve. The Pilot is assigned a 3-day Trip on day 1 of Reserve and is scheduled to return to their Base via deadhead at 1500 LBT on day 3. The Reserve is reassigned as a Visiting Reserve under Section [20-I-6-b-\(2\)](#) to return to their Base at 1200 LBT on day 6, disrupting their day off. This Reserve is entitled to Section [20-L-5](#) Overtime Add Pay for 55 hours at the 1:3 rig for a total of 18:20 hours (Section [20-L-5-a](#)) and 12 hours at the 1:2 rig for 6 additional hours (Section [20-L-5-a-\(1\)](#)), for a total Overtime Add Pay of 24:20.

20-L-5-b-(7) Example 7: A Reserve has a 5 day block of reserve. The Pilot is assigned a 3-day Trip on day 1 of Reserve and is scheduled to return to their Base at 2000 LBT on day 3. Prior to departing on their last leg on day 3, the Reserve is assigned a Trip that departs the following day with reduced rest at their Base under Section [20-I-6-h-\(1\)](#). This Trip reports at 0700 LBT on day 4. This Reserve is entitled to a hotel room and Section [20-L-5-a](#) Overtime Add Pay for time elapsed time between when they return from their first Trip and when they report for the second Trip, or nine (9) hours at the 1:3 rig for a total Overtime Add Pay of 3:00.

20-L-5-c When a Pilot loses a full Trip, the Pilot's original release time is removed as well.

20-L-6 Reassignment Protections

20-L-6-a Reassigned Pilots will have the option to be removed from a reassignment when the reassignment returns to the Pilot's base on or after the last day of the original Trip, provided the reassignment was made prior to 1400 LBT the day prior to the end of the Pilot's original Trip. For example, a Pilot is given a reassignment on Day 2 of a four-day Trip and the reassigned flying operates through the Pilot's Base twice on the fourth day of the Trip; if the Pilot requests they will be removed from the Trip the first time the Trip passes through their Base on the fourth day. For example, prior to 1400 LBT on the second day of a 3-day Trip, a Pilot is given a reassignment for the third day of the Trip that removes a turn that would have completed on the third day of the original Trip and adds a turn that requires an overnight layover into the fourth day; the Pilot has the option to be removed from that reassignment.

20-L-6-b A Pilot whose reassignment is scheduled to or results in a return to their Base after the originally scheduled release time and with less than two (2) hours prior to the departure time of the last on-line flight to their home of record airport shall be provided on-line positive space travel to their home of record airport, including on the following day. Such request must be made at the time of reassignment and the Pilot may deviate from their home of record airport. If the Pilot is scheduled to arrive or actually arrives too late to utilize positive-space travel on the same day, the Pilot shall be provided a hotel, upon request.

20-M Long Delays

If a flight Departure is delayed by twenty-two (22) hours or more at a location other than the Pilot's Base, and if the delay is not a direct result of a delay on the originating flight segment of the Trip, then Lineholder lost days off shall be restored in accordance with Section [20-N](#); except that if the Pilot is also reassigned on the Trip, this Section [20-M](#) shall not apply.

20-M-1 This Section [20-M](#) shall also apply to a Pilot who is assigned or reassigned to deadheading and whose subsequent actual deadhead departure time is delayed by twenty-two (22) hours or more from the original scheduled deadhead departure time, regardless of which flight the Pilot actually deadheads on.

20-M-2 This Section [20-M](#) shall also apply if a Flight that did not originate from a Pilot's Base diverts and there is an off-duty period at the diversion station that is more than six (6) hours greater than the minimum required off-duty period per Section [5-F](#).

20-N Restoration of Lineholder Lost Day Off

20-N-1 When a Lineholder is reassigned into a day or days off under the provisions of Sections [20-F-2](#), [20-I-5-a](#), [20-I-9](#) (Step Five), or [20-J](#) and their schedule does not require a repair due to the Minimum Day Off provisions of Section [5](#), that day or days off shall be restored according to the provisions of this Section [20-N](#). If a Pilot is reassigned more than once, the applicability of this Section [20-N](#) shall be determined after the last reassignment.

20-N-1-a On the EMB, CRJ900, A220, B737, A320 and B756 fleets, all lost days off shall be subject to restoration.

20-N-1-b On the A380, B777, B787, A330 and A350 fleets, any lost day or days off shall be subject to restoration with the first reassignment into days off. For subsequent reassignments in the same Bid Period, restoration does not apply until the Pilot is below the originally scheduled number of days off as a result of reassignment. In applying this provision, schedule modification(s) unrelated to the reassignment and restoration process do not change the effect of the restoration requirements.

20-N-1-b-(1) Example: A Pilot is reassigned on the first Trip of the Bid Period into one (1) day off. To restore the day off, the Company drops a four-day Trip (which is subject to three (3) AV days of possible new flying). If the Pilot is unused on those three (3) AV days, the Pilot now has three (3) more days off than in their awarded schedule. If the Pilot is reassigned on a subsequent Trip to return to their Base two (2) days late, no additional restoration is required since after the reassignment the Pilot still had three (3) additional days off after fulfilling the AV obligation, which is greater than the days off included in the Pilot's original schedule.

20-N-1-b-(2) Example: The same Pilot in Example 1 is unused on those three (3) AV days, the Pilot now has three (3) more days off than in their awarded schedule. After being released from the AV obligation, the Pilot picks up a three-day PPU Trip on the unused AV days (or any other three (3) days of the Bid Period). If the Pilot is reassigned on a subsequent Trip to return to their Base two (2) days late, no additional restoration is required since after the reassignment the Pilot still had three (3) additional days off after fulfilling the AV obligation, which is greater than the days off included in the Pilot's original schedule (even though the Pilot's voluntary schedule modifications result in fewer days off than their original award).

20-N-1-b-(3) Example: The same Pilot in Example 1 is used on those three (3) AV days. The Pilot later trades a four-day Trip for a two-day Trip. If the Pilot is reassigned on a subsequent Trip to return to their Base two (2) days late, two (2) days of restoration are required (even

though the Pilot's voluntary schedule modifications already resulted in two (2) more days off than their original award).

20-N-1-b-(4) Example: The same Pilot in Example 1 was assigned flying on all three (3) AV days. If the Pilot is reassigned on a subsequent Trip to return to their Base two (2) days late, two (2) days of restoration are required.

20-N-2 At any time in the restoration process the Company may offer Add Pay in lieu of restoration. Such offered Add Pay shall be no greater than five and one-quarter (5:15) hours. In addition, the sum of the offered Add Pay and any Add Pay received under Section [20-I-5-a](#) or [20-I-9](#) (Step Five) or the sum of the offered Add Pay and that portion of any Add Pay received under Section [20-L-5](#) for actual elapsed time away from Base on a day off (regardless of whether the day off is restored) must be at least five and one-quarter (5:15) hours.

20-N-2-a For example, if a Pilot received three (3) hours of Add Pay under Section [20-L-5](#) for actual elapsed time away from Base on a day off, the Company may offer them from two (2) hours to five and one-quarter (5:15) hours of Add Pay in lieu of restoration.

20-N-2-b For example, if a Pilot received six (6) hours of Add Pay under Section [20-I-9](#) (Step Five) the Company may offer them from zero (0) to five and one-quarter (5:15) hours of Add Pay in lieu of restoration.

20-N-3 Lineholder Lost Day Off Restoration Process

20-N-3-a Within twenty-four (24) hours of the completion of the reassignment that causes the need for restoration, the Lineholder shall provide two choices for day off restoration from among Trips already awarded in the current or next Bid Period, or he may elect to defer the restoration to the next Bid Period if Monthly Scheduling Preferencing for the next Bid Period is not complete or if the Pilot is a Reserve in the next Bid Period.

20-N-3-b Restoration shall be deferred if there are no future Trips in the Lineholder's schedule (or Reserve days in his schedule, if the Lineholder is now a Reserve), or if the Lineholder has elected to defer in accordance with Section [20-N-3-a](#). Additionally, the Company may defer restoration of the lost day off up to three (3) Bid Periods after the Bid Period in which the lost day off occurred. If the Company defers the day off restoration until the third Bid Period but the day off cannot be restored in the third Bid Period because the Pilot was not awarded any Trips or Reserve days in that Bid Period, the restoration shall occur in the next Bid Period in which the Pilot is awarded a Trip or Reserve days.

20-N-3-b-(1) If the Pilot is a Lineholder in a Bid Period in which the day off could be restored, he must provide his restoration choices no later than the start of trip trading for that Bid Period.

20-N-3-b-(2) If the Pilot is a Reserve in a Bid Period in which the day off shall be restored, his first reserve day or days shall be restored to a day or days off.

20-N-3-c Restoration choices may come from the same Trip, but must be at the beginning or end of a Trip, cannot be on a Holiday, and if a reassignment requires more than one day off to be restored, those days off must be restored as a block.

20-N-3-d If the Pilot does not provide restoration choices in the timeframes given above and the Company does not defer restoration, the Company shall restore a day of its choosing in the Bid Period or Bid Periods from which the Pilot could have provided choices or provide Add Pay in lieu of restoration in accordance with Section [20-N-2](#).

20-N-3-e To complete the restoration process, the Pilot's schedule shall be repaired, if needed, in accordance with Section [20-F](#).

20-N-4 Notwithstanding Section [20-A-13](#), if a Pilot loses a day or days off in his Lineholder schedule as a result of a reassignment made to a Trip he was assigned while a Reserve, he shall be eligible to have those lost days restored in accordance with this Section [20-N](#). (Days off lost due to an assignment are not eligible for restoration unless the Pilot has elected to forego the 5:15 of Add Pay per disrupted day as set forth in Section [20-K-3-c](#).)

20-N-5 With concurrence of both the Company and the Pilot, alternate restoration processes may be used.

20-N-6 Deadheading added to a Pilot's Trip and changes to deadhead Segments shall be eligible for day off restoration under this Section [20-N](#).

20-O Abnormal Operations

20-O-1 The provisions of this Section [20-O](#) Abnormal Operations shall become effective only when the following conditions are met:

20-O-1-a a Severe Weather Action Plan (SWAP) (or its equivalent) is active at a Base; and

20-O-1-b as part of the SWAP, the Company:

20-O-1-b-(1) has publicly announced the waiver of passenger change fees; and

20-O-1-b-(2) is actively positioning Pilots from their homes to the starting locations of their work assignments.

20-O-1-c The provisions of this Section [20-O](#) shall continue to apply while these conditions are met and, provided recovery operations are still proceeding, during the next day. In the event the Company eliminates passenger change fees, the parties shall meet and agree on a new triggering condition.

20-O-2 Except for Section [20-O-7](#) below, this Section [20-O](#) shall not apply to Pilots whose Categories include A380, B777, B787, A330 and A350 aircraft.

20-O-3 A Pilot may be reassigned according to the provisions of Section [20-L](#), provided that

20-O-3-a he has not departed on the final leg of the Trip, and

20-O-3-b the reassignment does not modify the originating segment of the Trip, and

20-O-3-c the Pilot receives the Add Pay specified in Section [20-I-5-a-\(4\)](#).

20-O-4 The assignment deadlines in Sections [20-I-6-c](#) and [20-I-6-d](#) shall not be applicable to Open Trips that include flights to or from a Base affected by the SWAP and that are scheduled to depart or arrive in a time period in which the provisions of Section [20-O](#) are active.

20-O-5 If a Pilot is subject to Section [20-F-1](#) and the lost flying was scheduled to depart in a time period in which the provisions of Section [20-O](#) are active, the Company may utilize the telephone availability provisions of Section [20-F-1-a-\(3\)](#) regardless of when the Pilot is advised of the loss of the flying.

20-O-6 Notwithstanding Section [5-D](#) and provided the originally scheduled deadhead and/or the deadhead deviation occur in the time period in which the provisions of Section [20-O](#) are active, then

20-O-6-a the Company may deny a deadhead deviation when the Pilot notifies the Company of his intent to deviate.

20-O-6-b if a Reserve has notified the Company of his intent to deviate at the end of a Trip and if there is not an Off-Duty Period between the last flying flight segment of the Trip and the scheduled deadhead from which he is deviating, he may be required to remain on the originally scheduled deadhead, provided he is so notified by the Company by the block-in of the last flying flight segment.

20-O-6-c if a Pilot has notified the Company of his intent to deviate at the end of a Trip and if there is an Off-Duty Period between the last flying flight segment of the Trip and the scheduled deadhead from which he is deviating, the Company may cancel the deviation and require him to remain on the original Trip, except that:

20-O-6-c-(1) for a Lineholder, if the SWAP described in Section [20-O-1](#) is occurring at an airport that is neither his Base nor the location of the intervening Off-Duty Period, then Section [20-O-6-c](#) shall not apply. Instead, when applying Section [5-D-5-b-\(2\)](#), such Lineholder may be required to remain available for up to five (5) hours but no later than 1900 local time for reassignment.

20-O-6-c-(2) Section [20-O-6-c](#) shall not apply to a Lineholder whose last flying flight segment of the Trip is a Global Flight and whose intervening Off-Duty Period is located in the contiguous United States.

20-O-7 With Company concurrence, Reserves staffed at a Base affected by the SWAP may:

20-O-7-a utilize the provisions of Section [20-K-8](#) (Aggressive Pick-Up) for open assignments at other Bases, provided it is after 1300 (at the other Base) the day prior to the scheduled report time of the Trip, the scheduled report time of a Field Standby assignment or the scheduled start time of a Short Call assignment.

20-O-7-b accept an open assignment at another Base that disrupts a VDO(s), provided there are no in-base Reserves who can receive the assignment by disrupting a VDO(s), regardless of the number of disrupted days that result from the in-base assignment.

20-O-7-c Notwithstanding Section [20-O-2](#), this Section [20-O-7](#) shall apply to all Reserves.

20-O-8 The Company shall electronically publish a message to all Pilots noting the start and end times and the affected Bases for which Section [20-O](#) Abnormal Operations is in effect.

20-P Trip-Trading

20-P-1 A Lineholder who requests a schedule modification via the automated trip-trading system shall be subject to the following restrictions:

20-P-1-a Trading into or out of a training Trip (including an en route check) is only permitted with Company concurrence.

20-P-1-b A Pilot who has less than 100 hours in the aircraft requires Company concurrence to trade into a Trip in which the other Pilot position is open.

20-P-1-c Trading into a Field Standby assignment is only permitted with Company concurrence.

20-P-1-d If a Lineholder is projected to become NQ, he is not permitted to modify the portion of his schedule that occurs after the projected NQ date without Company concurrence, except that he may attempt to drop Trips that occur after the projected NQ date.

20-P-1-e A Lineholder under NQ or DNF (Do Not Fly) status is not permitted to modify his schedule.

20-P-1-f Trading into a recurrent training fill-in assignment is only permitted with Company concurrence.

20-P-1-g Commencing at 0001 Central Time on the calendar day that bidding for Monthly Schedule Preferencing closes, any schedule modification request that alters the last seven (7) days of the current Bid Period shall be delayed until the results of Monthly Schedule Preferencing for the next Bid Period are available to the trip-trading system.

20-P-1-h If a Pilot would otherwise be able to pick up open flying in another Pilot's Base, but there are no open Trips in the other Base available for the Pilot to pick up as an out-of-Base pickup (for reasons including FAR 117 legalities, contractual limitations, or qualification issues), the Pilot may pick up a Trip from a Pilot in another Base that the other Pilot has advertised for drop. For example, a EWR 737 CA may pick up a SFO 737 CA Trip advertised for drop after 1300 LBT on the day prior to the Trip's report time and if there are no other SFO 737 CA Trips that the EWR 737 CA could pick up.

20-P-1-i Pilots in the same Status and Equipment (e.g., 787 FO) in different Bases may trade Trip-for-Trip under the following conditions:

20-P-1-i-(1) The trade can only be made after 1300 LBT on the day prior to the Trip's report time for the earlier Trip.

20-P-1-i-(2) The Pilot must be qualified to fly the Trip they are trading into.

20-P-1-i-(3) Pilot-to-Pilot trading of FRMS Trips is prohibited when the conditions and limitations of the FRMS do not allow for the Trip to be picked up by an out-of-Base Pilot.

20-P-1-i-(4) An individual Pilot may only complete one (1) such trade per Bid Period.

20-P-2 Out-of-Base Lineholder and Instructor/Evaluator Eligibility

Trips become eligible for out-of-Base Lineholder pick up or trade, and for Instructor/Evaluator pick up, starting at 1300 on the day before the Trip reports, except as allowed in Section [20-H-5](#).

20-P-3 Trip-trading shall adhere to the following processes:

20-P-3-a Schedule modification requests shall be accepted shortly after the results of Monthly Schedule Preferencing are available to the trip-trading system.

20-P-3-b If immediately prior to the first run of the trip-trading system the pay value of all Open Trips in a Category is less than one percent (1%) of the pay value of all Trips available for awarding in Monthly Schedule Preferencing for that Category, the Company shall allow enough Trip drops in that first run so that the pay value of those dropped Trips equal that difference (between one percent (1%) and the current Open Trips). The intent of this provision is to seed trip trading.

20-P-3-c The trip-trade system shall process requests for the first time at 1500 on the twenty-first (21st) day of the calendar month preceding the Bid Period.

20-P-3-d The trip-trade system shall process at least every four (4) hours except that the parties understand that some Categories may take longer than four hours to process.

20-P-3-e From 10:00 to 10:44, then again starting at 11:00, all Trips that report on the next day shall become available for instantaneous trading. One run of automated instantaneous trip-trading must occur before a trip, including a lineholder premium pay Trip, is eligible for scheduler-assisted instantaneous trip-trading.

20-P-3-f Starting at 1100, a Pilot may not, via automated trip-trading, cause a Trip that reports on the current or subsequent day to become unassigned. Automated instantaneous trip-trading is for pick-up only. Scheduler-assisted instantaneous trip-trading is not subject to these restrictions, but is subject to Company concurrence unless the trip-trade is pick-up only.

20-P-3-g Except for scheduler-assisted instantaneous trip-trading, all trip-trade processing shall be done in seniority order. When out-of-Base Lineholders and/or I/Es are eligible, they shall be processed in seniority order after all in-Base Lineholders.

20-P-4 At its sole discretion, the Company shall determine the specific staffing parameters and metrics that govern trip-trading. The Company agrees to share the general methodology and variables with the SSC, and shall allow the SSC to review specific staffing parameters and metrics at least monthly. The SSC shall be given the opportunity to consult with and make recommendations to the Company on trade criteria, system performance, system upgrades, and error resolution.

20-Q Miscellaneous

20-Q-1 A Pilot shall not be required to keep the Company advised of his whereabouts on his days off. While on layover at a foreign location, a Pilot shall advise the local United Station Operations of his whereabouts, if not residing at the scheduled hotel.

20-Q-2 A planned fuel stop required for operational reasons on a Global Flight, even though pre-planned on a recurring basis, shall not be considered as a scheduled stop for any reason. Should such a fuel stop occur, a Pilot operating the flight shall receive one (1) hour of Add Pay, provided upon completion of fueling the crew continues flying toward their original destination. Fuel stops shall not be planned for less than forty (40) minutes block-to-block.

20-Q-3 Should international scheduling problems occur, the parties shall meet to attempt to resolve the problems. Additionally, the following shall apply to Federal Aviation Regulations:

20-Q-3-a Should the Federal Aviation Administration modify the current FAR, the parties shall meet for the purpose of determining what changes, if any, should be made to this Agreement to conform with the new regulations.

20-Q-3-b The parties shall meet and agree upon reasonable solutions consistent with the spirit and intent of the 2012 Scheduling “Small Group” negotiations if subsequent applications of FAR 117 materially impact out-of-Base Lineholder pick-up, the ability for a Lineholder to take a Trip from a Reserve, or the Open Trip timeline.

20-Q-3-c If FAR are modified so that a Long Call reserve may be assigned a Short Call window that is greater than fourteen (14) hours in duration, then Section [20-K-6-a](#) shall be modified to permit a Short Call assignment whose duration is the greatest allowable by FAR but no more than fifteen (15) hours in duration.

20-Q-3-d If government regulators interpret FAR 117 in a way that causes Pilots that deviate from their scheduled deadhead to lose flight Duty Period availability, the parties shall meet and resolve the issue so that no daily flight Duty Period availability is lost (or the loss is minimal) and the loss of cumulative flight Duty Period availability is consistent with a Pilot’s ability to decrease availability in trip-trading.

20-Q-4 A Pilot may be required to perform an engine run or to reposition an aircraft; the actual duty limitations of Section [5-F-1](#) shall apply. Such Pilot shall receive Add Pay (at his blended rate) equal to the actual time required of him, but no less than thirty (30) minutes of Add Pay (at his blended rate). Without his concurrence, a Pilot shall not be required to perform these duties before the scheduled start of a Duty Period, at the end of a Trip, or for more than one (1) hour after blocking in at the end of a Duty Period that does not end the Trip. Without his concurrence, he shall not be required to perform a procedure not covered in Flight Manual Normal, Non-Normal or Supplemental procedures.

20-Q-4-a In addition to engine runs and repositioning of aircraft, the following activities shall accrue Add Pay under this provision:

20-Q-4-a-(1) Non-routine manipulation of an aircraft control or system (e.g. cycling the flaps, etc.) as requested by TOMC or maintenance.

20-Q-4-a-(2) Any other actions required in conjunction with the engine run or non-routine procedure.

20-Q-4-b The following activities shall not accrue Add Pay under this provision:

20-Q-4-b-(1) Actions that occur when a Pilot is accruing “actual pay hours”, as defined in Section [3-C-3-b](#).

20-Q-4-b-(2) Routine administrative tasks associated with deferring a maintenance item which is not covered in Section [20-Q-4-a](#) above, (e.g. placing an “INOPERATIVE” sticker by the switch or gauge associated with the deferred item).

20-Q-4-b-(3) Complying with an OPS PLACARD as set forth in the MEL.

20-Q-5 When a Trip terminates at an airport other than the scheduled airport, and the two airports are in the list of airport pairs in Section [5-E-1-h](#), the following shall apply:

20-Q-5-a If movement of the aircraft to the scheduled airport is expected within three (3) hours of Arrival at the alternate airport, or positioning of the aircraft at the alternate airport is desired after unloading, the crew may be required to accomplish such movement or positioning. The Duty Period limitations in Section [5-F-1](#) shall not be exceeded.

20-Q-5-b If movement of the aircraft to the scheduled airport is expected beyond three (3) hours of Arrival at the alternate airport, without their concurrence the crew shall be released as soon as possible after any necessary aircraft positioning at the alternate airport.

20-Q-6 Natural Disaster Absence Policy

20-Q-6-a In the event a Pilot is unable to report to work due to a natural disaster (as determined by the Chief Pilot or his designated representative), his Trip(s) or reserve day(s) shall be dropped without pay; for Reserves, a Chief Pilot or Flight Manager may, with Pilot concurrence, instead move his remaining days off to cover the absence.

20-Q-6-b If there is insufficient time remaining in the Bid Period to make up the lost pay, or for other reasons specific to the individual Pilot, the Pilot may request that his Chief Pilot or his designated representative restore pay up to the original value of the Pilot's Line Pay Value using any unassigned future or current vacation due to the Pilot.

20-Q-6-c Notwithstanding Section [20-Q-6-a](#), if the natural disaster prevents a significant number of Company employees from reporting to work and the Company determines that the time missed shall be treated as paid time off, all affected Pilots shall have their Line Pay Value restored to its original value.

20-Q-7 Notwithstanding Section [5-I-1](#), the Company may assign or reassign open First Officer flying that is scheduled with an unaugmented crew to a Captain provided the following conditions are met:

20-Q-7-a Both Captains agree to the assignment or reassignment and each Captain is paid his appropriate Captain pay rate.

20-Q-7-b If the open First Officer flying occurs at an Equipment-Base, the Company has attempted to assign or reassign the flying to a First Officer using the Steps found in Section [20-I](#) and has offered the flying to First Officers under Sections [20-H-5-c-\(2\)-\(a\)](#) and [20-H-5-c-\(2\)-\(b\)](#), including to First Officers who require positioning by the Company.

20-Q-7-c If the open First Officer flying occurs at a non-Equipment-Base, there are no First Officers who could cover such flying without a schedule repair.

20-Q-7-d The Company may not cover the Open Flying with a Captain using Step Five of Section [20-I](#) unless it has first attempted to cover the Open Flying with a First Officer using Step Five of Section [20-I](#).

20-Q-8 Surplus Reduction Lines at Lesser Guarantee

20-Q-8-a The Company reserves the right to determine the number of Surplus Reduction Lines, if any, within any Category. The Company shall post available Surplus Reduction Lines,

and Pilots shall then bid on these assignments. Any Surplus Reduction Lines that go unfilled shall be cancelled.

20-Q-8-b All Pilots in a Category where Surplus Reduction Lines are offered are eligible to preference such lines, except those with scheduled vacation, transition training, required training consolidation (transitional, initial or extended monitoring), other leaves of absence, or any sick leave included in Monthly Schedule Preferencing. A Pilot in their base or grace month who is awarded a Surplus Reduction Line and who was awarded recurrent training in the recurrent training bidding process shall be obligated to take his recurrent training and shall be credited with five (5) hours of pay per day for the event in addition to the fifty (50) hours described in Section [20-Q-8-c](#).

20-Q-8-c A Pilot shall receive pay at his applicable hourly rate in effect on the date that he receives a Surplus Reduction Line. Such Pilot shall receive fifty (50) hours of pay for each Bid Period he participates in the program, and shall receive all accruals and benefits for each such Bid Period. Such Pilot shall have no flying or availability obligations in any Bid Period in which he participates in the program, except a Pilot who is on reserve the first day of the following Bid Period is still obligated to acknowledge an assignment as required in Section [20-K-7-d](#).

20-Q-8-d A Pilot awarded a Surplus Reduction Line shall not be eligible to use sick leave during that Bid Period.

20-Q-8-e A Pilot with a Trip that carries inbound time into the surplus reduction Bid Period shall fly the Trip that contains the inbound flight(s) and he shall be paid for the inbound portion of the Trip in addition to the fifty (50) hours of pay described in Section [20-Q-8-c](#). A Pilot on reserve shall be unavailable for any inbound Trip into any Bid Period in which he participates in this program, unless he is receiving the assignment using the provisions of Section [20-I-6-b-\(5\)](#), in which case he may be given an assignment that operates into the first four (4) days of the Surplus Reduction Line Bid Period for a Global Trip, and one (1) day of the Surplus Reduction Line Bid Period for a Basic Trip.

20-Q-8-f During any Bid Period in which Surplus Reduction Lines are offered in a particular Category, no more than fifteen percent (15%) of the Lineholders in that Category can have their awards during Monthly Schedule Preferencing "forced." A Lineholder's award is considered "forced" if:

20-Q-8-f-(1) The award is built to minimum days off, or is built within thirty (30) minutes of the upper end of the line construction range that is in use for that Category and Bid Period, and;

20-Q-8-f-(2) Removing any single Trip would improve the score of his Monthly Schedule Preferencing award.

20-Q-9 Life Event

20-Q-9-a When he cannot secure relief using other provisions of the Agreement or company policy, a Pilot may have an infrequent need to be relieved from flight duty in order to attend a "life event" (that is, a significant personal obligation such as a Pilot's own wedding, the wedding of his child, religious rite of passage of his child, his child's graduation or other

qualitatively similar events; but not his child's ball game, little league pictures, driving his child to camp and other qualitatively similar events).

20-Q-9-b A Pilot who (-1-) gives the Company notice of a life event prior to Monthly Schedule Preferencing, (-2-) tries to bid Golden Days for it, (-3-) tries to bid around it, but is unsuccessful and (-4-) tries to trade around it but is unsuccessful shall be relieved of no more than one (1) Trip, without pay, that conflicts with such life event, barring the most extraordinary circumstances.

20-Q-9-c A Pilot whose request is honored shall make-up the Trip during the current Bid Period. If the Pilot can demonstrate that making up the Trip is not possible, he may use his unassigned current vacation or his next year's vacation to provide pay for the absence.

20-Q-9-d A Pilot whose request is denied due to extraordinary circumstances shall be entitled to reconsideration of his request by his Chief Pilot within forty-eight (48) hours of its denial. If the application of this Section [20-Q-9](#) should result in any unforeseen situations which could produce a potential disruption in service, the parties agree to immediately seek to reach a mutual resolution of the problem prior to the Company taking any unilateral action.

20-Q-10 Reserve Availability during Post-Trip Rest Required by FAR 117.25 or FRMS

20-Q-10-a In no case shall a Pilot be able to pick-up or be assigned a Trip that reports during post-Trip rest required by FAR 117.25 or FRMS.

20-Q-10-b If a Reserve is in such post-Trip rest during the Sections [20-I-6-c](#) and [20-I-6-d](#) assignment windows, the Company may attempt a courtesy call to the Reserve during the assignment window to inform him that he shall be given an assignment. The Reserve is under no obligation to be phone available, return calls from the Company, or to accept an assignment that is offered during such post-Trip rest.

20-Q-10-c Whether or not the Company attempts a courtesy call as considered in Section [20-Q-10-b](#), the assignment may be entered into the Reserve's calendar during such post-Trip rest.

20-Q-10-d If the Reserve has not acknowledged or accepted the assignment by the end of such post-Trip rest, the Company shall again attempt to contact him. The Reserve is obligated to be phone available and to return calls from the Company upon the conclusion of such post-Trip rest, provided he is on Long Call Reserve at the time.

20-Q-10-e Assignment notification requirements shall be calculated from the end of such post-Trip rest. However, if personal contact with the Reserve is made during such post-Trip rest, he may elect to accept an assignment that reports at any time after the end of such post-Trip rest provided the minimum assignment notification requirements are met. If he elects to accept an assignment during such post-Trip rest, minimum assignment notification shall be measured from the time the Pilot accepts the assignment. Unless concurrence is received, a Reserve shall not be considered "notified" under the provisions of Sections [20-K-5-a](#) and [20-K-6-d](#) until the conclusion of such post-Trip rest.

20-Q-10-f The Reserve's responsibility to check his schedule on his last day off pursuant to Section [20-K-7-d](#) shall not apply during such post-Trip rest. For example, if such post-Trip rest ends at 2030 on a Reserve's last day off, Section [20-K-7-d](#) shall apply beginning at 2031.

20-Q-11 Recurrent Training Fill-in Assignments

20-Q-11-a A recurrent training fill-in assignment shall be covered in the same manner as an Open Trip, except that a Reserve's day(s) off shall not be involuntarily disrupted. The report time for a DEN-based Pilot shall be the report time of the fill-in assignment. The report time for all other Pilots shall be the report time of the flight on which he is scheduled to deadhead to the training center.

20-Q-11-b Notwithstanding Sections [5-E-1](#) and [5-F-1](#), a Pilot shall not be scheduled to exceed thirteen and one-half (13.5) hours on duty in a combination of training and deadheading to or from the training location and, without his concurrence, shall not be required to exceed fourteen and one-half (14.5) hours; except that in the case of a delay in training, he may be required to exceed fourteen and one-half (14.5) hours to deadhead from training in order to avoid a schedule repair. This paragraph shall not apply if the Pilot deviates from the Company-designated deadhead.

20-Q-11-c A Pilot assigned to a flight simulator period as a fill-in crew member shall not be required to participate in the oral portion of any examination. If his performance requires additional training, such training shall be provided to a satisfactory level of proficiency and no checking events shall be scheduled.

20-Q-11-d The Company may elect to make the fill-in assignment available to Lineholders. If so, the following shall be the preference order:

20-Q-11-d-(1) Lineholders based at DEN for fill-in assignments at the Denver Training Center.

20-Q-11-d-(2) Lineholders from the same Base as the other Pilot assigned to the recurrent training.

20-Q-11-d-(3) Lineholders from other Bases, at the Company's option.

20-Q-11-e If a recurrent training fill-in shall be assigned to a Reserve, the following shall apply:

20-Q-11-e-(1) The assignment shall be made to a Reserve from the same Base as the Pilot receiving recurrent training, if available, without jeopardizing other coverage or the training event. Otherwise, a Reserve shall be assigned from any other Base where adequate coverage is available, giving consideration to maintaining an equitable distribution of such recurrent training fill-in assignments among Bases.

20-Q-11-e-(2) No Reserve shall be assigned to more than one (1) fill-in during any Bid Period, unless all other available Reserves at that Base have already received one or more such assignments.

20-Q-11-e-(3) No Reserve shall be given more than three (3) fill-in assignments during any six (6) consecutive Bid Periods, if the Reserve advises the Company of this fact at the time of assignment, unless no other Reserve with fewer assignments is available in the system.

20-Q-11-f If a recurrent training fill-in assignment is canceled, the Pilot shall be assigned or reassigned under Section [20-F-1](#).

20-Q-12 A Pilot assigned to a landings class shall be provided On-Line positive space transportation, and the travel day(s) (if any) shall be considered part of the landings class assignment. The Pilot shall be booked in Economy Class (unless Company business travel policy provides for a greater class of service) and, if available at time of booking, shall be assigned a seat in Economy Plus with a priority order of aisle, window, middle seat. The Pilot may use the positive space transportation to travel to and from their primary residence and the location of the landings class or may deviate from the designated transportation in accordance with Section [5-D](#); for duty, off-duty and other scheduling and pay requirements, such Pilot shall be treated as if the travel is to or from their Base, on a Company-designated flight. Landings classes may not be included in Monthly Schedule Preferencing. In addition:

20-Q-12-a Lineholder Provisions

20-Q-12-a-(1) A Lineholder shall retain his underlying schedule after his landing currency lapses for the purpose of determining days of work and days off.

20-Q-12-a-(2) A Lineholder whose landing currency has lapsed may be given a landings class assignment on previously scheduled days off (all or in part) only if he is notified no less than forty-eight (48) hours (ninety-six (96) hours for GUM-based Pilots) in advance of the required travel departure time or in advance of the landings class report time if no travel is required. The Lineholder may waive the notification requirement.

20-Q-12-a-(3) If a Lineholder is given a landings class assignment that results in a Trip or Trips being dropped, the following shall apply to each Trip being dropped:

20-Q-12-a-(3)-(a) If at least one (1) day on which a dropped Trip operates overlaps a day included in the landings class assignment, the Pilot shall have no obligation to the Company on Trip days that do not overlap the landings class assignment. The Trip will be dropped, LPV will be reduced and PTC will remain unchanged. If the Lineholder calls in sick for the landings class assignment, he will receive the pay of the dropped trip or trips towards LPV and will have his sick leave debited an equal amount.

20-Q-12-a-(3)-(b) If no days on which a dropped Trip operates overlap the days included in the landings class assignment but the Trip is dropped as part of a schedule repair, the repair shall be made and the Company may require the Pilot to be available on those days, in accordance with Section [20-F-1](#). The Trip will be dropped, LPV will be reduced and PTC will remain unchanged. If the Lineholder calls in sick for the landings class assignment, he will receive no pay towards LPV and will not have his sick leave debited; he will remain on [20-F-1](#) availability days.

20-Q-12-a-(4) If a Lineholder is given a landings class assignment that results in no Trip or Trips being dropped and he calls in sick for the landings class assignment, his sick leave will not be debited.

20-Q-12-a-(5) Except for Pilots specifically outlined in Section [20-R](#), a Lineholder Trip that is dropped due to lapsed landing currency shall be pay-protected in the Lineholder's PTC.

20-Q-12-a-(6) Except for Pilots specifically outlined in Section [20-R](#), Lineholders will not receive Add Pay for a landings class assignment.

20-Q-12-b Reserve Provisions

20-Q-12-b-(1) A Reserve shall retain his underlying schedule after his landing currency lapses for the purpose of determining days of work and days off. However, with mutual concurrence the Reserve's underlying schedule may be modified, in accordance with Section [5-E-8-c](#).

20-Q-12-b-(2) A Reserve whose landing currency has lapsed shall be given a landings class assignment on scheduled days of work. If he calls in sick, he shall be paid and charged for the missed reserve days.

20-Q-12-b-(3) Except for Pilots specifically outlined in Section [20-R](#), a Reserve work day that is dropped due to lapsed landing currency shall be included in the Reserve's MPG.

20-Q-12-c Notwithstanding Sections [5-E-1](#) and [5-F-1](#), a Pilot shall not be scheduled to exceed thirteen and one-half (13.5) hours on duty in a combination of landings class and any required travel and, without his concurrence, shall not be required to exceed fourteen and one-half (14.5) hours; except that in the case of a delay, he may be required to exceed fourteen and one-half (14.5) hours to travel from the landings class location in order to avoid a schedule repair. This paragraph shall not apply if the Pilot deviates from Company-designated travel. The minimum off-duty time following a landings class assignment will be governed by Sections [5-E-3-e](#) and [5-F-3-f](#).

20-Q-12-d Without his concurrence, a Pilot shall not be assigned to a landings class in the days off before and after vacation days included in Monthly Schedule Preferencing. Vacation days moved in accordance with Section [11-F-3-a](#) are no longer protected by this provision.

20-Q-12-d-(1) If a Pilot refuses a landings class in the days off before and after vacation days included in Monthly Schedule Preferencing and the Pilot has been unavailable to fly for thirty (30) days or more immediately before such vacation days, the Company may elect to drop his first scheduled Trip after such vacation days without pay. If the Company makes that election, the days off after that dropped Trip shall not be included in the days off protected by this Section [20-Q-12-d](#).

20-Q-13 Operating Experience (OE) and En Route Checks

20-Q-13-a OE for Captains and First Officers may be conducted by designated LCP functioning on their Trips.

20-Q-13-b The eighteen (18) hour minimum off-duty requirement of Section [9-F-10](#) shall not apply between a Pilot's training assignment and an OE Trip. Additionally, notwithstanding Section [5-E-12-a](#), an OE Trip may be scheduled for more than four (4) Duty Periods.

20-Q-13-c If an OE Trip begins with a Basic Flight that is scheduled to depart before 0900 and the newly-trained Pilot and the LCP agree to do the OE briefing the evening prior, hotel rooms shall be provided.

20-Q-13-d When an initial Captain is reporting for his first OE Trip and when the first flight in the Trip is a Basic Flight, the report time shall be two (2) hours.

20-Q-13-e LCPs may perform en route checks. The following shall apply to the Pilot being checked:

20-Q-13-e-(1) He shall be checked on his own Trip unless with his concurrence other arrangements are made.

20-Q-13-e-(2) In no event shall he be scheduled for more Duty Periods than were in his original schedule, without his concurrence.

20-Q-13-e-(3) His monthly pay shall not be affected by any changes made to accommodate an en route check.

20-Q-13-f All Trips and Reserve days through the last day of the Pilot's OE shall be removed from the Pilot's schedule. Additionally, any other assignments for which the completion of OE is a prerequisite will be removed.

20-Q-13-g A Pilot shall be reasonably available for an OE assignment, regardless of his underlying awarded schedule. Notwithstanding Section [20-C-3-c-\(4\)](#), if a Lineholder has a Trip removed from his schedule in accordance with Section [20-Q-13-f](#), he shall not have any availability obligation for the portion of the removed Trip (if any) that occurs after he completes OE.

20-Q-13-h Positive Space Travel and Hotels

20-Q-13-h-(1) When a Pilot has a training assignment that does not involve a change of Base, they will be provided positive-space travel to and from all OE Trips between the Pilot's primary residence and their Base.

20-Q-13-h-(2) When a Pilot has a training assignment involving a change of Base, all OE Trips shall be scheduled out of their new Base. The Pilot shall be provided positive-space travel for all OE Trips, between the Pilot's primary residence or old Base, as requested by the Pilot, and their new Base. Upon request, a Pilot will be given a hotel room at their new Base on the night before their first OE Trip.

20-Q-13-i With mutual agreement a Pilot's OE Trips may be scheduled out of a Base different from the Base associated with his training assignment. Such Pilot shall waive any entitlement to positive-space travel, positioning deadheads, or hotel rooms, unless any such entitlements are part of the mutual agreement between the Pilot and the Company.

20-Q-13-j When a Pilot's OE is not completed within seven (7) days of the end of the Pilot's OEB days, the Pilot may designate up to four (4) consecutive existing days off as inviolate for assignment to OE (one (1) period per Bid Period). Such designation shall be removed if the Pilot completes OE prior to the start of the period of inviolate days off. For example, a Pilot's last scheduled OEB day is the seventh day of the Bid Period. Starting on the following day, the Pilot may designate up to four (4) consecutive existing days off that start no earlier than the fifteenth day of the Bid Period as inviolate. In addition, if the Pilot is awarded a full schedule for the following Bid Period but is not projected to complete OE before the start of the Bid Period, the Pilot may designate up to four (4) consecutive existing days off in that Bid Period as inviolate.

20-Q-13-k Upon completion of OE, a Pilot will keep their remaining schedule (except as adjusted to comply with Section [9-F-12](#), if necessary). However, if their remaining schedule does not contain the minimum prorated number of days off required by Section [5-E-4](#) or [5-E-5](#), as applicable, and if the Pilot notifies the Company of such within twenty-four (24) hours of completing OE (or prior to 1300 on the day before the report time of a Trip or other duty already on his schedule, if earlier), their schedule will be (1) repaired in accordance with Section [20-F](#) so that it complies with Section [5-E-4](#), if the Pilot is a Lineholder, or (2) repaired to comply with Section [5-E-5](#), if the Pilot is a Reserve. A Pilot's PTC and MPG, as applicable, will not change as a result of this Section [20-Q-13-k](#) (except as changed when complying with Section [9-F-12](#), if necessary). A Pilot who has previously elected to take their Section [9-F-12](#) days off following OE can choose to waive those days off.

Example 1: Assume that a Reserve's OE Blocker Days ended on April 15, that he completes OE on April 25, and that his April reserve line contained reserve days on April 26 – 30. If he notifies the Company by 1300 on April 25, his schedule will be repaired to contain three reserve days and two days off over April 26 – 30 and his MPG will not change. If the Pilot has selected [9-F-12](#) days off to occur after OE, he will have days off on April 26 – 28 and reserve days on April 29 and 30, regardless of whether he notifies the Company under this provision. His MPG will be reduced by the value of one reserve day.

Example 2: Assume that a Reserve's OE Blocker Days ended on April 15, that he completes OE on April 25, and that his April reserve line contained reserve days on April 26 – 28 and days off on April 29 and 30. Since his remaining schedule contains the minimum prorated number of days off, no schedule repair is required. If the Pilot has selected [9-F-12](#) days off to occur after OE, he will have days off on April 26 – 28 and reserve days on April 29 and 30. His MPG will be reduced by the value of one reserve day.

Example 3: Assume that a Lineholder's OE Blocker Days ended on March 31, that he completes OE on April 15, and that the balance of his April schedule contains a two-day trip starting on April 17, a three-day trip starting on April 20, and a four-day trip starting on April 26. Since his remaining schedule contains the minimum prorated number of days off, no schedule repair is required. If the Pilot has selected [9-F-12](#) days off to occur after OE, he may either have the trip starting on April 17 dropped without pay or waive those days off and keep his schedule.

Example 4: Assume that a Lineholder's OE Blocker Days ended on March 31, that he completes OE on April 15, and that the balance of his April schedule contains a two-day trip starting on April 17, a four-day trip starting on April 20, and a four-day trip starting on April 26. If he notifies the Company within twenty-four (24) hours of completing OE (or prior to 1300 on April 16, if earlier), the Company will repair his schedule under Section [20-F](#) to comply with Section [5-E-4](#). If the Pilot has selected [9-F-12](#) days off to occur after OE, he may either have the trip starting on April 17 dropped without pay or waive those days off, in which case his schedule will be repaired under Section [20-F](#) to comply with Section [5-E-4](#), provided he has notified the Company under this provision.

20-Q-13-I When the Pilot who is receiving OE on a Trip is reassigned, Sections [20-M](#) and [20-N](#) shall not apply.

20-Q-14 Emergency Drop

20-Q-14-a If a Pilot's immediate family member (as defined in Section [20-Q-14-c](#)) dies or suffers a life-threatening illness or injury, the Pilot shall be released with an Emergency Drop for up to four (4) consecutive work days with pay for any one instance. Such a block of consecutive work days may be interrupted by scheduled day(s) off (see examples below).

20-Q-14-a-(1) Pilot "A" is a Lineholder, with a two (2) day Trip, followed by days off and a three (3) day Trip. He shall be released with pay for the two (2) day Trip and the first two (2) days of the three (3) day Trip. The Lineholder has an obligation under Section [20-F-1](#) on the third day.

20-Q-14-a-(2) Pilot "B" is a Reserve, with two (2) reserve days, followed by days off, and three (3) reserve days. He shall be released with pay for a total of four (4) reserve days; the first two (2) reserve days and the first two (2) reserve days of the second block of three (3) reserve days.

20-Q-14-b A Pilot shall be entitled to no more than two (2) paid instances of Emergency Drop for each member of the Pilot's immediate family during his employment with the Company.

20-Q-14-c Immediate family members for purposes of Emergency Drops include: spouse, child, mother, father, brother, sister, grandparent, grandchildren, parent-in-law, Domestic Partner and wholly dependent relatives residing in the employee's home (including stepchildren and stepparents).

20-Q-15 Flown by Operations (FBO)

20-Q-15-a A Pilot removed from a Trip or portion thereof for FBO shall:

20-Q-15-a-(1) be paid as if he operated the Flight or Flights from which he was removed (on a scheduled basis).

20-Q-15-a-(2) not lose any Add Pay that he received prior to the time of being FBO'd.

20-Q-15-a-(2)-(a) For example, if a Pilot is FBO'd from a trip he received under Section [20-H-5](#), he is still owed all SRM Add Pay.

20-Q-15-a-(2)-(b) For example, if a Pilot is FBO'd from a trip in which he was projected to receive Section [5-F-1-h](#) Add Pay, he is not still owed Section [5-F-1-h](#) Add Pay.

20-Q-15-a-(3) have the scheduled time of the Flight or Flights from which he was removed count as Nonflying Hours for purposes of Sections [5-B-2-b-\(2\)](#) and [5-B-2-c-\(2\)](#).

20-Q-15-b Without his concurrence, the Company may use a portion of a Pilot's Trip only if he is given twenty-four (24) hours' notice (as measured from the scheduled departure time of the first Flight used for FBO).

20-Q-15-c Exchanging roles on an augmented flight does not constitute FBO.

20-Q-15-d A Pilot FBO'd from a portion of a Trip may be positioned to fly the balance of his Trip, and such deadhead may occur during the time period covered by FBO. A Pilot FBO'd from the first leg of his Trip may be deadheaded on that first leg in order to fly the balance of his Trip. All such positioning deadheading (including deadheading on the first leg) is included in the pay protection and Nonflying hours of the Trip, as described in Section [20-Q-15-a](#) above; specifically, the Pilot is not paid for the deadheading separately from the pay protection of the Trip.

20-Q-15-e If the Pilot is a Lineholder and is removed from an entire Trip, the time period covered by FBO will be converted to days off. If the Pilot is a Lineholder and is removed from a portion of a Trip, the following shall apply:

20-Q-15-e-(1) If the removed flying occurs at the start of the Trip, his report time shall be adjusted to account for the removed flying (and any deadhead flights).

20-Q-15-e-(2) If the removed flying occurs at the end of the Trip, his release time shall be adjusted to account for the removed flying (and any deadhead flights).

20-Q-15-e-(3) Any days that do not contain duty shall be converted to days off.

20-Q-15-f If the Pilot is a Reserve and is removed from an entire Trip, he returns to his underlying reserve schedule. If the Pilot is a Reserve and is removed from a portion of a Trip, the following shall apply:

20-Q-15-f-(1) If the removed flying occurs at the start of the Trip, the Reserve is released until the report time of the rebuilt Trip.

20-Q-15-f-(2) If the removed flying occurs at the end of the Trip, the Reserve returns to his underlying reserve schedule when released from the rebuilt Trip.

20-Q-16 If a Pilot refuses an aircraft and the Flight is operated by another Pilot, the refusing Pilot is not subject to reassignment under [20-F](#), but can be deadheaded to catch up to his flying. However, the refusing Pilot cannot be required to deadhead on the aircraft that he refused. In addition, without Company concurrence the refusing Pilot is not permitted to deadhead deviate, jumpseat, or pass travel on the refused aircraft (unless the aircraft has been rerouted to a Flight on which the reason for the refusal is no longer pertinent).

20-Q-17 Reserve Retirement Trip

Provided the Company maintains a policy that allows recognition of retirement flights, then:

20-Q-17-a A Pilot who is a Reserve in his retirement Bid Period may, notwithstanding Section [20-K-8](#), aggressively pick up a Trip from Open Flying at any time after the first run of the trip-trading system has been completed for the Bid Period in which the Pilot retires. The Trip chosen must be within the last remaining reserve days of availability (reserve block) before the Pilot's retirement date.

20-Q-17-b A Pilot whose retirement date is within the first ten (10) days of his retirement Bid Period, and who is a Reserve in the Bid Period immediately preceding his retirement Bid Period may, notwithstanding Section [20-K-8](#), aggressively pick up a Trip from Open Flying at any time after the first run of the trip-trading system has been completed for the Bid Period

immediately preceding his retirement Bid Period. The Trip chosen must be within the last remaining reserve days of availability (reserve block) of the Bid Period immediately preceding his retirement Bid Period.

20-Q-18 Consolidation Lines

20-Q-18-a The Company may offer Lineholders the opportunity to donate lines that will be used as Consolidation Lines. Such offer may be made by Category for each new hire Pilot or first time Captain in the Category who was awarded a Reserve line but has not yet completed consolidation. Donation of lines for use as Consolidation Lines shall be awarded by seniority to Lineholders whose awarded lines satisfy suitability criteria. Examples of awarded lines that are not considered suitable may include line awards that contain IRO Trips, deadheads on Global Flights, Trips that include operation into restricted airports, total block time of less than sixty-seven hours (67:00) (including carry-out), or if the Lineholder has not yet completed consolidation themselves.

20-Q-18-b If the Company accepts a Pilot's donation of their line for use as a Consolidation Line, the donating Pilot shall build their own Reserve schedule in accordance with Section [20-F-6](#). The Pilot may elect "traditional" Reserve, an LCL, or, if offered in the Pilot's Category, a VEC Line, VSC Line, or Compressed Line.

20-Q-18-c A Pilot who donates their line for use as a Consolidation Line will be paid the PTC of their awarded line. In addition, the Pilot will be paid 150% of the value of any Trips flown on Reserve as Add Pay. For example, a Pilot donates their awarded line with a PTC of eighty hours (80:00) and flies fifty hours (50:00) of credit as a Reserve. The Pilot will be paid 155:00 for the month, adding the PTC of eighty hours (80:00) and Add Pay of seventy-five hours (75:00). The Pilot will be paid for any unused short call assignments as provided in Section [3-C-1-b-\(1\)-\(a\)](#) as Add Pay.

20-Q-18-d A Pilot who donates their line for use as a Consolidation Line shall not be subject to an unpaid drop for loss of currency under Section [20-R-6](#) for sixty (60) days following the last day of the last Trip on their original awarded line.

20-Q-18-e The Company will assign Consolidation Lines based on time remaining to consolidate and days of availability in the consolidation window.

20-R Maintenance of First Officer Landing Currency

Section [20-R](#) applies to First Officers in a Category that has augmented Global Flying in Monthly Schedule Preferencing.

20-R-1 Each Pilot shall receive electronic notification at least thirty (30) days prior to his projected landing currency lapse date. A Lineholder must request a landings class assignment on days off prior to his landing currency lapsing. When all or part of a landings class assignment is placed on days off, those days shall continue to be considered as days off.

20-R-2 With his concurrence, a Lineholder whose landing currency is projected to lapse within the next thirty (30) days may be removed from a Trip and assigned other flying to maintain his currency. If the replacement flying is of a lesser value, he shall receive the pay value of the original Trip.

20-R-3 A Lineholder who does not have a Trip or Trips dropped in accordance with Section [20-Q-12-a-\(3\)](#) shall receive five (5) hours of Add Pay for each day of the landings class assignment (after accounting for operational changes to the assignment) that occurs prior to their landing currency lapsing, provided such landings class is necessary to maintain landing currency.

20-R-4 A Lineholder who does not have a Trip or Trips dropped in accordance with Section [20-Q-12-a-\(3\)](#) shall receive five (5) hours of Add Pay for each day of the landings class assignment (after accounting for operational changes to the assignment) that occurs on or after their landing currency lapsing, provided they satisfy the following conditions:

20-R-4-a He requested to be scheduled for a landings class on days off via email to the Landings Desk at least twenty-one (21) days prior to his projected lapse date but no more than thirty (30) days prior to his projected lapse date. However, if accomplishing a landing prior to that projected lapse date creates a new projected lapse date that is within twenty-one (21) days of the first lapse date, this notice is deemed to have been met for the second projected lapse date as well, and so on; and

20-R-4-b He did not decline more than one (1) landings class assignment prior to his landing currency lapsing; and

20-R-4-c He did not fail to attend a scheduled landings class (note: a Pilot who calls sick for a scheduled landings class has failed to attend it); and

20-R-4-d No portion of the landings class assignment is on a previously-scheduled day of work.

20-R-5 A Pilot may request Flight Office assistance to facilitate landing currency.

20-R-6 Failure to Maintain Landing Currency

20-R-6-a A Lineholder whose landing currency lapses and who has been a Lineholder in both of the two (2) Bid Periods preceding the Bid Period in which his currency lapses shall have his next scheduled Trip dropped without pay (no pay status) if:

20-R-6-a-(1) He declines more than one (1) landings class date prior to his landing currency lapsing; or

20-R-6-a-(2) He does not attend the scheduled landings class.

20-R-6-a-(2)-(a) A Lineholder who does not attend the scheduled landings class due to sick leave may choose to be compensated, in accordance with Section [13-A-3-a-\(3\)](#), for the Trip dropped without pay, provided he contacts the Company no later than forty-eight (48) hours after the scheduled release time of that Trip. However, if the Lineholder declined more than one (1) landings class date prior to his landing currency lapsing, then he is not eligible for this provision.

20-R-6-a-(2)-(b) If a Lineholder does not attend the scheduled landings class due to sick leave and thus has his next scheduled Trip dropped without pay, then whether he utilizes Section [20-R-6-a-\(2\)-\(a\)](#) or not, any additional Trip drops incurred while waiting for a new landings class shall be dropped with pay as long as the Pilot complies with this Section [20-R](#), is no longer sick, and causes no further delay.

20-R-6-b A Reserve who misses a landings class and whose landing currency subsequently lapses shall be placed on no-pay status for his next scheduled reserve day. However, he shall not be placed on no-pay status if he missed the landings class due to being sick, an approved leave of absence or by an action of the Company.

20-R-6-c A Pilot shall not be placed on no-pay status if his landing currency lapses as the result of:

20-R-6-c-(1) an approved leave of absence;

20-R-6-c-(2) being awarded a surplus reduction line for the Bid Period in which his landing currency lapses;

20-R-6-c-(3) being sick for the Trip immediately preceding the date his landing currency lapses and for part or all of the Trip preceding that Trip; or

20-R-6-c-(4) being FBO'd from the Trip immediately preceding the date on which his landing currency is projected to lapse; or

20-R-6-d If after his landing currency lapses the Pilot is able to regain his qualification prior to his next scheduled Trip and he is available to work the Trip under the terms of the Agreement (e.g., duty limits, off-duty requirements), the Pilot shall not be placed on no-pay status.

20-S Line Check Pilot (LCP) Qualifications and Scheduling

20-S-1 To be eligible to be a LCP, Pilots must have the following qualifications:

Total PIC Hours (121/135 or Military Equivalent)	Company PIC Hours in Type	
	No Prior Company LCP Experience	With Prior Company LCP Experience
1000-2999	500	300
3000-4999	400	200
5000	300	

20-S-2 Any exceptions to the LCP qualification requirements listed above must be agreed to by the Company and the Association.

20-S-3 If a Trip flown by a LCP contains fewer Duty Periods than a Trip that is required to be dropped to perform LCP duties, there is no obligation for the Lineholder LCP to make up the lost Duty Periods. A Reserve LCP shall return to his underlying reserve schedule. If a Reserve LCP is used on those underlying reserve days, the LPV earned will be in addition to the LPV protected by Section [3-K-1](#).

20-S-4 Time spent conducting evaluations performed from a flight deck jumpseat shall not be included when determining the Bid Period limitations found in Section [5-B-2](#), but such duty will be considered a day of work when calculating minimum days off.

20-S-5 An LCP may perform LCP duties on any day of availability during the schedule Bid Period subject to minimum day off, duty, and free from duty requirements in Section [5](#) of the Agreement. He shall not exceed the number of originally scheduled Duty Periods without his concurrence.

20-S-6 Limitations on Locking Trips Awarded to LCPs

20-S-6-a Subject to a fair and equitable distribution of LCP opportunities among LCPs in a fleet, each LCP may have up to sixty (60%) percent of their awarded flying work days immediately locked (i.e., locked to prevent the LCP from dropping or trading the Trip) in their schedule at the time PBS awards are made. Such Trips shall be withheld from being awarded to First Officers in the LCP's Category in accordance with and subject to the limitations of Section [20-C-2-a](#). The application of this Section [20-S-6-a](#) shall be limited to complete Trips and the Company will designate which Trips are locked in accordance with this provision.

For example, an LCP is awarded a schedule within fifteen (15) days of flying duty, composed of three (3) four-day Trips and a single three-day Trip. Sixty percent (60%) of the awarded fifteen (15) work days is nine (9) work days. Subject to the limitation that only full Trips can be locked, the Company could lock no more than two (2) of the four-day Trips or a four-day Trip and a three-day Trip, but could not lock a portion of a Trip to satisfy the ninth (9th) work day. The Company may also elect to lock fewer than two (2) Trips or no Trips at all.

20-S-6-a-(1) An LCP may concur to allow more than sixty percent (60%) of their awarded flying work days to be locked at the time PBS awards are made and shall be paid one (1) additional hour of Add Pay for each day locked in excess of sixty percent (60%).

For example, the same LCP concurs to allow the Company to lock more than sixty percent (60%) of the awarded flying work days in their PBS award. The Company elects to lock all three (3) four-day Trips, for a total of twelve (12) days. The LCP shall receive three (3) hours of Add Pay (twelve days minus the 60% limit of nine days).

20-S-6-b From the awarded Trips that are not locked following the process outlined in Section [20-S-6-a](#), an LCP may designate one (1) specific Trip per Bid Period on which no LCP duties shall be assigned.

20-S-6-c Unless the LCP concurs otherwise, a Trip that is not locked and that the LCP has not designated as free from LCP duties may not be locked by the Company more than seven (7) days prior to report.

20-S-6-d The Company may not lock a Trip on an LCP's schedule that overlaps a Holiday, as defined in Section [2-GG](#), unless the LCP concurs to have the Trip locked. This limitation does not apply to the Company's discretion to withhold Trips awarded to LCPs from First Officer bidding in accordance with Section [20-C-2-a](#).

20-S-6-e With concurrence of the LCP and Company, a Trip that has been locked may be unlocked and the LCP override attached to the Trip in accordance with Section [3-K-3-a](#) shall be removed when the Trip is unlocked.

20-S-6-f Disagreements between Training Scheduling and LCPs on the selection of unlocked Trips from an LCP's line on which LCP work may be performed will be resolved by the Line Training Manager.

20-S-7 An additional relief Pilot shall be provided on Flights in a Duty Period that normally requires single augmentation, due to either UPA or FAR, when IOE is conducted on such flights. However, this Section [20-S-7](#) is not applicable if the Pilot receiving IOE can occupy a control seat when the LCP (or other instructor) takes in-flight rest. This Section [20-S-7](#) is not waivable.

20-S-8 Cabin Seat

20-S-8-a When an LCP conducts a line check from the flight deck jumpseat on augmented flights, a cabin seat will be provided as follows:

20-S-8-a-(1) On a three-class aircraft, the LCP shall be booked in Business Class. If Business Class is not available at the time of booking, the booking shall be in First Class. If First Class is not available at the time of booking, the booking shall be in Economy Plus (or Premium Economy, at Company discretion) with a priority order of aisle, then window, then middle seat.

20-S-8-a-(2) On a two-class aircraft, the LCP shall be booked in First Class. If First Class is not available at the time of booking, the booking shall be in Economy Plus (or Premium Economy, at Company discretion) with a priority order of aisle, then window, then middle seat.

20-S-8-b When an LCP conducts a line check from the flight deck jumpseat on unaugmented flights scheduled in excess of six (6) hours, or five (5) hours in the case of ANF, a cabin seat shall be provided as follows:

20-S-8-b-(1) On a three-class aircraft, the LCP shall be booked in Business Class. If Business Class is not available at the time of booking, or the aircraft is a two-class aircraft, the booking shall be in Economy Plus (or Premium Economy, at Company discretion) with a priority order of aisle, then window, then middle seat.

20-S-8-c When an LCP conducts a line check from the flight deck jumpseat on all other flights, there is no requirement to provide a cabin seat.

20-S-9 With the LCP's concurrence, an LCP who holds a higher paying bid may be retained by the Company in his current Equipment and Status for up to 180 days after his pay is triggered in the new assignment in accordance with Section [8](#) of the Agreement.

20-S-10 When conducting LCP duties, positive space travel shall be provided to the Pilot in accordance with Company business travel policy to and from his primary residence and the Trip. Upon request, he shall also be entitled to Company provided lodging before and after the Trip using procedures outlined in the Company travel policy.

20-S-11 When an Evaluator is performing LCP duties, all provisions of Section [20](#) apply, and they shall be paid the override in Section [3-K-3](#) in addition to any other compensation.

20-S-11-a For the Bid Periods in which the Job Share Evaluator is functioning in his line assignment, he may volunteer to perform LCP duties if he so desires. There is no implied obligation.

20-S-12 When an LCP is conducting his duties from the flight deck jumpseat, he shall be entitled to crew meal and lodging provisions as if he were an operating flight crew member.

20-S-13 Required Standards Meetings shall be scheduled and paid as a Company Business event, and pre-loaded into PBS to the greatest extent possible. The minimum Off-Duty Period requirements of Section [9-F-10](#) do not apply to Standards Meetings.

20-S-14 Voluntary Full Time (VFT) Month. If the Company offers and the LCP accepts, an LCP may elect to be removed from Monthly Schedule Preferencing for a Bid Period and, in lieu thereof, be awarded a VFT Month schedule in accordance with the following:

20-S-14-a No LCP may be involuntarily assigned to a VFT Month. The Company shall publish a minimum number and required qualifications for VFT Months being offered in each fleet for the Bid Period (if any). VFT Months shall be awarded in seniority order among qualified volunteers in the fleet. No individual LCP can be awarded a VFT Month more than two (2) Bid Periods in a row, unless an insufficient number of qualified LCPs in the same fleet bid a VFT Month for that month.

20-S-14-b The LCP shall submit a preference for thirteen (13) days off in a Bid Period, the individual days of which, subject to a minimum of thirteen (13) days off, shall be awarded at the Company's discretion, except that an LCP awarded a VFT Month may designate a block of up to six (6) days off that shall be awarded.

20-S-14-c Scheduling in a VFT Month. An LCP on a VFT Month shall be available to perform LCP work, as needed, on the awarded work days in the Bid Period, subject to all other duty and rest requirements contained in this Agreement.

20-S-14-c-(1) An LCP on a VFT Month may only be assigned to perform LCP duties from the jumpseat or assigned to Trips that either were FBO'd from another Pilot or that have been open for at least six (6) hours, or after 1200 on the day the Trip becomes open, whichever is later.

20-S-14-c-(2) Once assigned, the LCP cannot trade or drop a Trip without concurrence of the Company.

20-S-14-c-(3) If an LCP is not assigned to LCP duties by 1500 the day prior to the first day of a block of awarded work days, the days in the work block shall become days off and the LCP shall have no obligation to the Company on those days. Assignments made during the work block shall be subject to the same rules for assignment and release as AV days described in Section [20-F-1-a-\(1\)](#).

20-S-14-c-(4) An LCP on a VFT Month is not on "Reserve" for non-LCP assignments and cannot be assigned involuntarily to FTC "project work."

20-S-14-c-(5) Aside from days off created in accordance with Section [20-S-14-c-\(3\)](#), an LCP on a VFT Month shall only be allowed to pick up additional flying on scheduled day(s) off (1) when TIA flying (as defined in Section [23-K-6](#)) would be available to I/Es performing work

at the FTC, with Company concurrence; or (2) if SRM with conflict is being awarded in accordance with Section [20-H-5-c-\(2\)-\(c\)](#) in that Category, without Company concurrence.

20-S-14-c-(5)-(a) Example: An LCP on a VFT Month is awarded thirteen (13) days off. The Company does not assign the LCP work on a four-day work block, and so the LCP is released to days off from that four-day block. The LCP may pick up flying during the four-day work block without restriction.

20-S-14-c-(5)-(b) Example: If the same LCP wanted to pick up a five-day Trip starting on Day 3 of the work block (including three awarded days off), the limitations of Section [20-S-14-c-\(5\)](#) apply.

20-S-14-c-(5)-(c) Example: If the same LCP picked up a two-day Trip starting on Day 3 of the four-day work block, no limitations apply.

20-S-14-d Compensation in a VFT Month. An LCP awarded a VFT Month shall be paid ninety (90) hours for the Bid Period, with the LCP's hourly rate set as the greater of (1) the hourly rate set forth in Section [23-L-1-a](#) (including the override in [23-L-2](#), pro-rated over 90 hours), or (2) the hourly (blended) rate applicable to the aircraft they are qualified in and evaluate on, plus the hourly LCP override.

20-S-14-d-(1) An LCP on a VFT Month will accrue LPV and PTC for the Bid Period on a Trip-by-Trip basis. If an LCP's LPV or PTC exceeds ninety (90) hours in an VFT Month, the LCP shall be paid the greater of LPV or PTC.

20-S-14-d-(2) Compensation for any Trip(s) picked up on days off in accordance with Section [20-S-14-c-\(5\)](#) will be paid above and beyond any other compensation due for the Bid Period.

20-S-15 Subject to all other limitations contained within this Section [20-S](#), a Pilot's request to be paired with a specific LCP shall be granted to the extent practical.

20-S-16 An LCP may request relief from performing LCP duties for a period of time. Such request shall be made to Training Scheduling. If the request is denied, the LCP may refer the issue to the MEC Vice Chair for resolution with the Vice President of Flight Operations

20-S-17 When conducting LCP duties on a Trip, if an LCP agrees to conduct LCP duties on additional or different Flight Segment(s) this shall not be considered a Reassignment for the purpose of Sections [20-L](#), [20-M](#), and [20-N](#), provided the additional Flight Segment(s) were made available via FBO. Notwithstanding the above, the LCP shall be eligible for Overtime Add Pay in accordance with Section [20-L-5](#) based on the scheduled release time of the Trip after modification for the additional or different Flight Segment(s).

20-S-17-a Example 1: A LCP is scheduled for a 4-day Trip ending at 1800 on April 5. Training Scheduling asks the LCP to exchange the 4-day Trip for a 2-day Trip that ends at 1500 on April 6. In the actual operation, the 2-day Trip ends at 2000 on April 6 in which case the LCP is due one (1) hour of OT pay.

20-S-17-b Example 2: A LCP is scheduled for a 4-day Trip ending at 1800 on April 5. Training scheduling asks the LCP to fly an additional turn at the end of the Trip in order to complete the Pilot's OE. The additional turn is scheduled to return at 2200 on April 5. Provided that the

turn was FBO'd to open the seat for the LCP, this is not considered a Reassignment and the LCP is not eligible for Reassignment Add Pay or Overtime Add Pay because of the addition of the turn. However, if the turn operates with a delay and actually returns after 2200 the LCP will be entitled to Overtime Add Pay based on the 2200 scheduled arrival of the added turn.

Section 21 - General

21-A Company Equipment

A Pilot shall not be required to pay for the use of any Company equipment used for training required by the Company.

21-B Personnel and Training Files

Upon request, a Pilot shall be informed of all types of information that are kept by or for the Company relating to his employment, training and/or qualifications and shall be entitled to inspect all such files and information, regardless of where or how they are stored, including all changes to his Category, records related to a Pilot's employment status, training records, records kept pursuant to the Pilot Records Improvement Act, records of attendance, sick leave and other absences, and any other supervisory reports. A Pilot shall be entitled to inspect this information by making an appointment with his Base Chief Pilot, with reasonable notice, during business hours. Nothing herein shall prevent the Company from maintaining this information in separate or duplicate files.

21-C Change in Uniform

Any change or alteration to the Pilot uniform must be with the concurrence of the Uniform Committee.

21-D Copy of Agreement

The Company and ALPA will maintain and publish an electronic version of this Agreement and all associated documents including Letters of Agreement, which shall be available on the Company-provided Electronic Flight Bag (e.g., the iPad).

21-E Pass Travel

21-E-1 Company personal pass travel policies shall apply to Pilots and shall not be changed or discontinued during the term of this Agreement without first advising the Association the reason therefore and affording the Association an opportunity to confer with the Company. It is further understood that any additional personal pass entitlements extended to other employees (not to include Managing Directors and above) during the term of this Agreement shall also be extended to Pilots, their widows/widowers and/or their dependents. Business travel policies shall be determined at the sole discretion of the Company.

21-E-2 A Pilot who has ten (10) years of service with the Company prior to being permanently grounded shall be considered as a retired employee for pass travel privileges.

21-E-3 Pilots on Military, COLA, Maternity/Parental and Emergency Leaves and their eligible family members shall have On-Line travel privileges at their active employee pass classification for the duration of the leave and may use any buddy or vacation passes in their possession at the time the leave begins.

21-E-4 Pilots on Family and Medical Leave (“FMLA”) and their eligible family members shall have On-Line travel privileges at their active employee pass classification for the duration of the leave and may use any buddy or vacation passes in their possession at the time the leave begins. This Section [21-E-4](#) shall not apply to a Pilot on a FMLA as a result of his own health condition. Such Pilot’s travel benefits shall be governed by the Company pass policy.

21-F International

21-F-1 Should a situation arise, either in the country or city served, that could present a concern for the continued safety of the crew or aircraft, then representatives of the Association and the Company shall meet immediately to determine the most appropriate action and/or modifications required, including the possibility that additional insurance may be appropriate. In no event shall a Pilot assigned to United's international operations suffer any reduction to his Company insurance benefits. Additionally, the Company agrees to protect a Pilot from any reduction in his personal life insurance benefits which may result from his assignment to international operations at the time of his death up to a maximum of one million dollars of total personal coverage.

21-F-2 If a crew member's luggage is lost by the Company while he is assigned a Global Trip or assigned to an international TDY domicile, then he shall be subject to the policy regarding lost luggage applicable to revenue passengers. An advance of \$250.00 shall be made available to a Pilot under these circumstances. Such \$250.00 shall be returned to the Company if his luggage is recovered.

21-F-3 The Company shall provide the names of English speaking doctors and medical facilities which are available twenty-four (24) hours. A priority shall be placed on finding doctors and facilities which are convenient to the layover hotel and with whom arrangements can be made which shall eliminate the possibility that the Pilot shall be required to provide immediate payment for treatment; including arrangements which would require the Pilot to later reimburse the Company for advancing payment on his behalf.

21-F-4 At least ninety (90) days prior to initiating new flying outside the United States, representatives of the Company and the Association shall meet to resolve operational issues. If a resolution cannot be reached, the Company shall make the final determination.

21-G No Discrimination

There shall be no discrimination between employees covered by the Agreement because of race, creed, color, sex or national origin.

21-H Intentionally Left Blank

21-I Indemnification

The Company shall indemnify a Pilot or his estate and provide defense against any claims, whether by third parties or by fellow employees, arising out of such Pilot's performance of his duties with the Company as a Pilot unless such claims arise from the willful misconduct of the Pilot.

21-J Jumpseats

21-J-1 The parties agree that the Company shall maintain the current flight deck jumpseat policy which provides that the United flight deck jumpseat may be granted to other Part 121 air carrier

pilots when a reciprocal flight deck jumpseat agreement is in effect. The Company has sole discretion in establishing reasonable procedures to administer this policy.

21-J-2 For any United B757 aircraft that does not have a second flight deck jumpseat, the Company will ensure the availability of a seat in the cabin for use by a jumpseat eligible United Pilot to be administered in the same manner as if the aircraft had a second jumpseat installed (i.e. all United Pilots eligible to occupy the flight deck jumpseat will also be eligible to occupy this alternate jumpseat, in the same priority). Access to occupy this alternate second jumpseat is limited to United Pilots who request a jumpseat at least twenty (20) minutes prior to scheduled departure.

21-J-2-a If a Pilot is unable to make an assignment due to the Company's failure to provide an alternate second jumpseat, when required by Section [21-J-2](#) above, he will not be subject to any disciplinary action or other formal documentation in his personnel file, for inability to travel to his place of assignment, provided he was otherwise in compliance with Section [21-P](#) "Commuter Policy."

21-J-3 Provided seats are available in the cabin, authorized Pilots may travel on jumpseat authority even if the flight deck jumpseat(s) are occupied. The Pilot shall be boarded in the cabin on jumpseat authority only after all other stand-by passengers (revenue and non-revenue) have been boarded.

21-J-4 A United Airlines Pilot shall be allowed to travel on jumpseat authority and occupy the flight deck jumpseat(s) on a weight restricted flight.

21-J-5 If the Company takes delivery of new mainline aircraft that have a manufacturer's order option to include a second jumpseat, and if the Company declines to order the second jumpseat, then the Company will ensure the availability of a seat in the cabin for use by a jumpseat eligible United Pilot to be administered in the same manner as if the aircraft had a second jumpseat installed (i.e. all United Pilots eligible to occupy the flight deck jumpseat will also be eligible to occupy this alternate jumpseat, in the same priority). Access to occupy this alternate second jumpseat is limited to United Pilots who request a jumpseat at least twenty (20) minutes prior to scheduled departure, and the provisions of Section [21-J-2-a](#) shall apply to any eligible United Pilot denied the jumpseat because the second jumpseat was not provided. This Section [21-J-5](#) does not apply to used aircraft purchases.

21-K Change in Personnel Policy

Company personnel policy which affects Pilots shall not be changed without giving advance notice to the Association and affording it the opportunity to comment. Further, no change shall be made to any Company personnel policy which is contrary to any of the terms of this Agreement.

21-L Electronic Notifications and Postings

21-L-1 Unless otherwise expressly provided, all requirements contained in this Agreement to provide "notice" or to provide "written notice" or to "publish" or to "post" or to "make available" information, data or documents are fully satisfied by providing an electronic version of such information, data or document, in the case of notice, or by publishing or making such an electronic version available. Electronic versions of data, information or documents shall be deemed to be

the contractual equivalent of written or hard copies of the same information, data or documents and may be used to satisfy all obligations which would otherwise require hard copy documents, provided that the electronic version is in a format that is in general use (e.g., Adobe Acrobat, Word, Excel, Power Point, etc.), or an electronic delivery vehicle which is in general use by the Company (e.g., CCS, CMS, etc. or successor electronic delivery vehicles) at the time the information, data or document is provided.

21-L-2 For notice of issues or deadlines that directly affect the Pilot, the Company shall send notification via CCS priority message (or its equivalent) which requires an acknowledgement of receipt. Pilots may opt to receive email and text notifications of CCS messages. However, official notification is determined by acknowledgement in CCS (not by receipt of email/text).

21-L-3 For notice regarding training, potential displacement, or other similar short notice issues, the Company shall attempt to call the Pilot if he has not acknowledged the CCS message within seven (7) days of it being sent. Furthermore, if contact or acknowledgement has not occurred within forty-eight (48) hours of the phone call, the Company shall send notice via overnight mail with proof of receipt required. It is understood that training with a completion deadline may start as 'long-notice' training then evolve into 'short-notice' training as the deadline approaches.

21-M Crew Complement

The Company agrees that no United Airlines aircraft shall be operated in scheduled commercial operation, including courtesy, publicity, charter, or ferry flights, unless the minimum crew on such aircraft consists of two (2) Pilots from the United Pilot Seniority List on the aircraft flight deck.

21-N Jury Duty or Court Witness

21-N-1 A Pilot who is summoned to serve as a juror or court witness (where 'court witness' is defined as "testifying on behalf of United or when summoned by the state (the prosecuting authority) as an essential witness in a criminal proceeding") must notify their supervisor as soon as possible, but no later than twenty-four (24) hours prior to the start of the initial conflicting Trip or reserve day(s). Thereafter, it is the Pilot's responsibility to notify Crew Scheduling of any subsequent conflicting Trips or reserve days. A Pilot must submit a Certification of Court Attendance or the Court Summons to certify the absence as being eligible for pay. When the Company requests a Pilot to appear in-person as a court witness on a day off, the Pilot will be placed on Company Business for that day(s) and paid the greater of four hours and thirty minutes (4:30) of Add Pay or the Company Business daily rate per day.

21-N-2 When included in Section [21-N-1](#), jury and witness duty is considered a paid absence, given on a day-for-day basis.

21-N-2-a If the jury or witness duty does not cover the entire Trip the Pilot shall be offered one of the following options, depending upon system manpower availability:

21-N-2-a-(1) If the Pilot cannot be deadheaded to fly any portion of the Trip not covered by the absence, then the Pilot cannot be required to use vacation or lose pay on those days not covered by the absence.

21-N-2-a-(2) If the Pilot can be deadheaded to fly any portion of the Trip not covered by the absence,

21-N-2-a-(2)-(a) The Company may deadhead him to fly any portion of the Trip not covered by the absence;

21-N-2-a-(2)-(b) With Company concurrence, the Pilot may utilize next year's vacation (vacation drop) to cover the pay value of the portion of the Trip not covered by the absence; or

21-N-2-a-(2)-(c) With Company concurrence, the Pilot may drop the portion of the Trip not covered by the absence with no pay.

21-N-2-b A Reserve with jury or witness duty shall not receive any Line Pay Value for day(s) of jury or witness duty. However, each reserve day that is dropped for jury or witness duty shall count toward his MPG calculation in Section [3-C-1-b](#).

21-O No Cameras in Flight Deck

The Company shall join ALPA in vigorously opposing any legislative or regulatory attempt to have cameras installed in aircraft flight deck.

21-P Commuter Policy

When traveling to their assignment, Pilots are expected to exercise prudent judgment, including awareness of weather and other factors affecting travel, so as to allow adequate time for completion of all required activities associated with the schedule assignment or reserve duty. Specifically, if commuting by air, a Pilot must have a minimum of a primary and secondary flight (on and/or off-line), both of which are scheduled to arrive prior to report time for the initial schedule assignment or reserve duty. If, for any reason, a Pilot is unable to commute via the primary flight, the Pilot is to inform Crew Scheduling as soon as possible that they are planning to utilize the secondary flight. The contact with Crew Scheduling should be as detailed as possible to ensure they fully understand the situation. If, for any reason, a Pilot is unable to commute via the secondary flight, they must inform Crew Scheduling as soon as possible that they are or may be unable to cover the schedule assignment or reserve duty. In the case of a Reserve, their monthly guarantee shall be reduced by the MPG value of the missed reserve day; however, the reserve may, with concurrence of the Chief Pilot Office or FODM, be given an assignment or elect to move an RDO and retain guarantee. In the case of a Lineholder, their Line Pay Value, MPG as necessary and in accordance with Section [3-C-1-a](#), and PTC shall be reduced by the value of any missed assignment. A Pilot who misses their Trip shall be ineligible to receive premium pay for any Trip that touches the days of the missed Trip.

21-P-1 A Pilot who at least twelve (12) hours prior to their report time has purchased a revenue ticket or holds a ticketed positive-space pass (on- or off-line) with a scheduled arrival time (at the time of purchase or confirmation) of at least ninety (90) minutes prior to the Pilot's scheduled report time shall be considered to have satisfied the requirements of the Commuter Policy without requiring a secondary flight. The Pilot shall otherwise be subject to all other requirements of Section [21-P](#), including being removed from their assignment and subject to the risk of loss of pay.

21-P-2 When a Pilot commuting by air satisfies the requirements in Section [21-P](#), the Company may remove the assignment as a missed assignment only if the Pilot notifies the Company that

they are not projected to arrive by their scheduled report time. The Company shall promptly notify the Pilot if they are removed from the assignment.

21-P-2-a If the commuting Pilot is a Lineholder and the assignment is thus removed and subsequently assigned to a Reserve (except for assignments aggressively picked-up by the Reserve or for which the Reserve had a VDO disrupted to allow the assignment), and if the Pilot actually arrives prior to their scheduled report time (or prior to a delayed report time based on known delays) and notifies the Company upon their arrival, the Company shall return them to their original assignment and their PTC and MPG shall not be reduced. Any Add Pay originally associated with the Trip will be restored. The Reserve shall be subject to Section [20-F-1](#).

21-P-2-b If the commuting Pilot is a Reserve and the assignment is thus removed, and if the Pilot actually arrives prior to their scheduled report time (or prior to a delayed report time based on known delays) and notifies the Company upon their arrival, the Company shall either return them to their original assignment or follow Section [20-F-1](#), and their MPG shall not be reduced.

21-P-3 A Reserve who informs Crew Scheduling (via email, or electronic notification once such communication is available) that they will be utilizing a primary or secondary flight that arrives no later than the earliest possible report time for a Trip assigned during the Short Call period shall not be required to be phone available during the first two hours and thirty minutes (2:30) of the Short Call period.

21-Q Federal Flight Deck Officer (FFDO)

A Pilot who shall attend initial or five (5) year recurrent FFDO training and informs the Company in time to have the necessary days included in Monthly Schedule Preferencing may elect to (1) be paid using his available vacation from his next vacation year's accrual (as defined in Section [11-G-1](#); Section [11-G-5](#) shall also apply), on a day for day basis, or (2) keep the days as an unpaid absence. Additionally, the Company shall provide a Pilot PS-5 pass travel to and from all FFDO training. Travel is subject to the same to/from restrictions as Deadhead Deviation, Sections [5-D-1-a](#) through [5-D-1-d](#), with the term "FFDO training location" substituting for the terms "airport at which a Trip begins" and "airport at which a Trip ends".

21-R Hiring Standards

Subject to other legal obligations, the Company shall make reasonable efforts to fill Pilot vacancies with the individuals who satisfy United's hiring standards, who have previously worked for carriers represented by ALPA, and who are no longer working for those carriers for economic reasons such as lay-offs or the shutdown of that carrier.

21-S Order to Fly

21-S-1 When a Pilot receives an assignment from the Company that, in the opinion of the Pilot, would violate the Agreement or is otherwise improper, the Pilot may:

21-S-1-a Request that the assignment be reviewed by a flight qualified management Captain prior to acceptance of the assignment; and

21-S-1-b Request that the flight qualified management Captain issue an order to the Pilot to comply with the assignment.

21-S-2 After reviewing such assignment, the flight qualified management Captain shall:

21-S-2-a Advise the Pilot that the assignment is either proper or improper; and

21-S-2-b If requested by the Pilot, issue an order to the Pilot to comply with any assignment that in the opinion of the management Pilot is not in violation of the Agreement and is otherwise considered to be a proper assignment.

21-S-3 After issuing an order to comply with an assignment, the flight qualified management Captain shall cause the order to be reflected in the audit trail of the assignment along with the issuer's initials.

21-S-4 If the flight qualified management Captain elects not to issue an order to the Pilot, the Pilot may decline the assignment, and shall be held harmless for such declination.

21-T Crew Scheduling System

The Company shall utilize a crew computer system that, at a minimum, contains the list of functions as mutually agreed as of December 18, 2012.

21-U Effect of Law

Nothing in this Agreement shall be construed as a waiver of any Pilot's right(s) under any applicable laws and regulations. To the extent that any provision of this Agreement, past practice or Company policy is in conflict with applicable laws or regulations, applicable law or regulations shall govern and shall be enforceable according to their terms (e.g. USERRA). To the extent that compliance with applicable laws and regulations requires changing provisions of this Agreement, past practice or Company policy applicable to other Pilots not protected by the applicable laws and regulations (e.g., non-USERRA protected Pilots), the parties shall, in a timely manner, meet and agree for the purpose of curing the violation or potential violation in a way which requires the least change, disruption of the existing circumstances, and additional cost as is possible without negatively impacting such Pilots.

21-V Supplemental Bottled Water

21-V-1 Aircraft

21-V-1-a Working crewmembers shall be provided with bottled drinking water on transcontinental flights and flights outside the continental United States, except Canada. The bottled water shall be delivered directly to the flight deck at least ten (10) minutes before scheduled Departure time. Bottled drinking water shall meet U.S. Health Department standards for purity.

21-V-1-b When required under Section [21-V-1-a](#), the Company shall supply at least one (1) liter of water per working crewmember for flights scheduled for eight (8) hours or less, and two (2) liters of water per working crewmember for flights scheduled over eight (8) hours. Section [21-V-1-b](#) is the minimum for bottled water to be supplied by the Company and is not meant to restrict crewmembers in the consumption of other water or beverages boarded on any United aircraft.

21-V-2 Hotels

21-V-2-a Pilots shall be supplied with bottled drinking water at international layover hotels as set forth below (excludes Canada):

21-V-2-a-(1) In Central and South America (including Mexico City and Puerto Rico);

21-V-2-a-(2) In the Pacific Rim, at all destinations except for layover hotels in Narita, Osaka, Hong Kong, Sydney, Melbourne and Auckland;

21-V-2-a-(3) In Europe, Milan and Rome, Italy only; and

21-V-2-a-(4) In India and Africa, at all destinations.

21-V-2-b The approximate amount of water to be supplied per crewmember is two (2) liters per day. The bottled drinking water shall meet the U.S. Health Department standards for purity.

21-V-2-c During inspections of new hotels or re-inspection of current hotels outside of the continental U.S. and Canada, the Company and the ALPA Hotel Committee shall determine whether the hotel's water is safe for consumption. If it is determined that it is not, the provisions of Section [21-V-2-b](#) shall apply to that hotel. This includes all hotels outside the continental U.S. and Canada, whether they are current or new destinations.

21-W Hardship

21-W-1 The Company and Association shall maintain a joint four-member Hardship Committee. The two (2) Company members of the Committee shall be the Company's Vice President, Flight Operations and another management member selected by the Company, and the two (2) Association members of the Committee shall be the Association's United MEC Chairman and another United Airlines Pilot representative selected by the Association. The Committee may meet in person, by telephone conference call or other convenient means. The Committee shall convene as necessary to address submitted hardship claims in a timely manner.

21-W-2 The purpose of the Hardship Committee is to consider and act upon requests from individual Pilots for relief from their obligations under the Agreement based on a claim that compliance with the Agreement would impose a hardship, including maintaining a position in his current or awarded Category. Such written submission must specify the basis for the claim, the relief requested and the desired duration of the relief. Each request shall be deemed confidential. The information contained within the claim and the disposition of the claim shall be shared by members of the Committee with others only on a need-to-know basis.

21-W-3 In considering each request for relief, the Committee must be satisfied that the claimed hardship is genuine and sufficient to justify the relief granted. For purposes of Section [21-W-3](#), "sufficient" means that the problem giving rise to the hardship claim is not merely an inconvenience, but rather is of substantial gravity and intensity.

21-W-4 The Hardship Committee has the authority to grant relief on an individual basis only to the extent and for the duration that the Committee deems necessary to address the demonstrated hardship.

21-W-5 When hardship waivers are granted, they shall relieve the Company and/or the Association from financial and other obligations under the Agreement that are a direct consequence of the relief granted to an individual Pilot by the Committee. For example, should the Committee grant a Pilot relief from being activated into an awarded Category, that act shall relieve the Company from any pay rate protection obligation that would be triggered as a direct consequence of the relief granted to the Pilot, and the Pilot would not be entitled to claim any other entitlements related to his delayed or cancelled activation.

21-W-6 Decisions of the Hardship Committee shall be by majority vote of all of the members of the Committee. In the event of a deadlock, the hardship claim shall be deemed to have been denied. Should the Company elect to honor a hardship request that has been denied by the Committee, it shall not be entitled to any relief from any Agreement obligations created as a direct consequence of the relief granted.

21-X Pilot and Family Remains

Remains of a Pilot, or of a Pilot's spouse, children or parents shall be shipped On-Line at no charge.

21-Y Job Share/Management Pilots

21-Y-1 During the period a job share Pilot is functioning as a management Pilot, he shall be considered a management employee for the purposes of establishing his pay, working conditions, job responsibilities and performance. Accordingly, the Association shall have no representational rights or obligations to the Pilot with respect to any issue related to his employment as a management Pilot. The Association shall continue to represent the Pilot as to other matters governed by this Agreement and for all purposes during those periods when he is not functioning as a management Pilot.

21-Y-2 Upon accepting a job share position, a Pilot shall retain any vacation period awarded during the annual vacation award. Any vacation which was not awarded during the annual vacation award shall remain eligible to be bid and awarded as monthly vacation as set forth in Section [11](#), or may be taken while functioning as a management Pilot if manpower requirements permit. For all subsequent vacation years, a job share Pilot shall split his total vacation between the line and as a management Pilot as follows:

21-Y-2-a A job share Pilot's vacation day allotment shall be divided by seven (7) to determine the number of blocks of vacation available.

21-Y-2-b If there is a partial block (e.g., 30 days divided by 7 leaves a 2-day partial block), the partial block shall be taken as a management Pilot.

21-Y-2-c If there is an even number of blocks of seven (7), the blocks shall be evenly split so that half of the blocks are bid and awarded as a line Pilot, and the other half taken as a management Pilot.

21-Y-2-d If there is an odd number of blocks of seven (7), the remaining block shall be taken as a management Pilot.

Example: If a job share Pilot has twenty-three (23) days of vacation he shall have three (3) blocks of seven (7) days of vacation available. The partial block of two (2) days must be

taken as a management Pilot. One (1) block of seven (7) days must be taken as a line Pilot and the other two (2) blocks must be taken as a management Pilot.

21-Z Conflict of Interest

A Pilot who is furloughed or on a Company Offered Leave of Absence (“COLA”) shall not be subject to the Company’s Conflict of Interest Policy and may seek pilot employment with another airline.

21-AA Incorrect Seating When Deadheading or Traveling To or From Training

21-AA-1 If the Company determines that a deadheading Pilot has been seated and travels in a lesser class of service than the Pilot was entitled to under Section [5-C-1](#), or that a Pilot traveling to or from training has been seated and travels in a lesser class of service than the Pilot was entitled to under Section [9-D-1](#), then the Pilot shall receive a confirmed booking under the provisions of Sections [21-AA-1-d](#) and [21-AA-1-e](#) for one of the following:

21-AA-1-a a subsequent deadhead that otherwise would not provide for a First Class or Business Class booking; or

21-AA-1-b a subsequent flight for travel between his Base and a training location that otherwise would not provide for a First Class or Business Class booking. With Company concurrence, a flight for travel between his home of record and a training location may be used; or

21-AA-1-c on a subsequent deadhead deviation if the seat is otherwise available for sale for the origin and destination that matches the Pilot’s deadhead deviation.

21-AA-1-d On a three-class aircraft, the Pilot shall be booked in Business Class. If Business Class is not available at the time of booking, the booking shall be in First Class, if available at time of booking.

21-AA-1-e On a two-class aircraft, the Pilot shall be booked in First Class, if available at time of booking.

21-AA-1-f For this Section [21-AA-1](#), an Economy Class seat that is not an Economy Plus seat shall be considered a “lesser class of service” than an Economy Plus seat.

21-AA-2 If the Company fails to provide a contractually compliant seat to a Pilot who received an authorized deadhead booking and who met all check-in requirements, and if this results in the Pilot’s deadhead flight being changed, he will be eligible for the Add Pay described in Section [20-L-5](#), and, if the Pilot is a Lineholder, for day-off restoration described in Section [20-N](#). The Pilot shall make a claim for this pay and restoration through HelpHub.

21-BB Waiver of Sections [5](#) & [20](#) Provisions

A Pilot may waive the entitlements and provisions in Section [5](#) and Section [20](#) where expressly indicated in those Sections. If the Company is notifying the Pilot of an assignment or reassignment that requires a waiver, or is otherwise in communication with the Pilot when a situation requiring a waiver exists, it must notify the Pilot that his consent is required. If in the actual performance of an assignment or reassignment a situation requiring a waiver develops, and the Company is not otherwise required to communicate with the Pilot, the Pilot’s consent shall be implied, unless he communicates otherwise to the Company.

21-CC Longevity

Longevity for a Pilot begins to accrue on the date he is hired and shall continue to accrue except as otherwise provided for in this Agreement.

21-DD Medical Privacy and Autonomy

21-DD-1 Medical Autonomy. The Company may not unilaterally impose a vaccination, medical procedure, or medical requirement on Pilots beyond any requirements imposed by the FAA, including special issuance certificates.

21-DD-2 Medical Privacy. Unless otherwise required by the Agreement, the Company will not impose on any Pilot a requirement to share medical information.

21-DD-3 Definitions. To ensure the protections of 21-DD-1 and 21-DD-2, the following definitions shall apply:

21-DD-3-a “Operational Impact” is an impact to flight operations due to a vaccination, medical procedure, or medical requirement that includes any disruption to report, release time, crew duty limits, or disruption to layover transportation or accommodations.

21-DD-3-b “Governmental Restrictions” is a restriction placed by a foreign destination country where a vaccination is a requirement for entry.

21-DD-3-c “Restricted Segment” is a Flight Segment(s) that has a Governmental Restriction or an Operational Impact. To qualify, the Company will notify the SSC of the restricted destinations and the basis for inclusion as soon as they become aware of the restriction or Operational Impact.

21-DD-4 Return-to-Work After Leave. Notwithstanding the protections of 21-DD-2, Pilots returning from a leave of thirty (30) days or greater (including sick leave) as part of the return-to-work process, will have the option of either (a) following the return-to-work process in effect of September 29, 2023 by providing Corporate Medical sufficient medical documentation or (b) obtaining a new FAA Medical post injury or illness.

21-DD-5 Medically Unqualified Pilots. A Medically Unqualified Pilot is a Pilot who is assigned a Flight to a destination and who (a) fails to meet Governmental Restrictions for that destination, (b) would incur an Operational Impact flying to such destination, or (c) has not provided documentation about their medical status that would establish their medical qualification for that destination.

21-DD-5-a A Medically Unqualified Pilot will not be placed in Dependability Monitoring for removal from an assigned Trip due to a Restricted Segment.

21-DD-5-b A Medically Unqualified Pilot will not be awarded a vacancy or displacement into a Category that operates to a destination that is subject to an Operational Impact or Governmental Restriction.

21-DD-5-c A Medically Unqualified Pilot may not pick-up or trade into Trips that contain a Restricted Segment. A Pilot who has taken an affirmative action to be qualified as of the scheduled Departure date of the first Restricted Segment in the Trip will not be treated as a Medically Unqualified Pilot. For example, a Pilot who receives a vaccine which requires a 14-

day inoculation period and informs the Company of being vaccinated more than fourteen (14) days before the first Restricted Segment in a Trip would not be treated as a Medically Unqualified Pilot for that Trip.

21-DD-6 Medically Unqualified Pilots with Existing Bids.

21-DD-6-a Where a Medically Unqualified Pilot is in a Category that operates to a destination that is subject to Operational Impact or Governmental Restriction there shall be no restrictions to PBS awarding due to a vaccination, medical procedure, or medical requirement.

21-DD-6-b Notwithstanding the above, after the third (3rd) Bid Period in which a Pilot is removed from a Trip containing a Restricted Segment, including Trips assigned to the Pilot while on Reserve, the Trip pool available for awarding to a Medically Unqualified Pilot will exclude all Trips that contain a Restricted Segment. However, the full Trip pool will be available to PBS in “completion mode.”

21-DD-6-c The requirements in [21-DD-6-b](#) will terminate beginning with the first (1st) Bid Period after the location no longer maintains the Governmental Restriction or the Pilot becomes medically qualified to operate to the destination.

21-DD-7 “Drop and Block” Process. A Medically Unqualified Pilot with a Trip that contains a Restricted Segment(s) will be removed without pay from that Trip within fourteen (14) days prior to the scheduled Departure date of the first Restricted Segment within the Trip, in accordance with Section [20-A-5-d-\(4\)](#). The underlying days of the dropped Trip will be blocked with DNF (or a similar code) that prevents trading into or picking up any other Trip(s) operating on the underlying blocked days. This DNF code will be removed if the Pilot provides proof of qualification.

21-DD-7-a In order to utilize the unpaid Drop and Block process described herein, the Company will be subject to the timeline described in Section [20-D-4-e](#). Specifically, if the Company fails to remove the Trip by the Section [20-D-4-e](#) deadline, the Pilot’s PTC will not be reduced, and the Pilot will be subject to Section [20-F-1](#) obligation.

21-DD-7-b If a new Restricted Segment is designated within fourteen (14) days of the Departure date of the Restricted Segment, the Section [20-D-4](#) process shall be applied to the Trip and the time Pilots in any affected Categories are notified of the revised designation (such as by a CCS message) will be imputed as the time the error occurred.

21-DD-7-c The Drop and Block process will occur no earlier than twenty-four (24) hours after the first Seniority Trip Trade System run for the Bid Period in accordance with Section [20-P-3-c](#).

21-DD-8 Reassignments and Reserve Assignments.

21-DD-8-a If a Medically Unqualified Pilot is reassigned into a Restricted Segment (including [20-F-1](#) replacement flying) it shall be considered a schedule error and will be subject to the provisions and deadlines in Section [20-D-4](#).

21-DD-8-b If a Medically Unqualified Pilot on Reserve is assigned a Trip that contains a Restricted Segment, the Trip will first be assigned normally, including moving days off (if required). The Trip will then be dropped without pay, and all underlying Reserve days will be Dropped and Blocked, reducing MPG for each day. Any moved days off will remain moved.

21-DD-9 Temporary Duty Assignments into Categories with Restricted Segment(s).

21-DD-9-a Notwithstanding Section [8-G-3-b](#), if a Category with scheduled Trip(s) that include Restricted Segment(s) has insufficient Medically Qualified Pilots in the Category to cover all scheduled flying, the Company may deny awards to any or all Medically Unqualified Pilots when awarding TDY assignments into the Category.

Section 22- Retirement

22-A Defined Contribution Plan

Each Pilot shall be eligible to participate in a defined contribution plan providing for a sixteen percent (16%) direct employer contribution with respect to Eligible Earnings paid under the terms of this Agreement. Each such plan shall be subject to all applicable requirements set forth in this Section [22](#), as well as to each plan document agreed to by the Company and the Association, which shall not be modified, amended, or terminated, except as required by law in accordance with the procedures set forth in Section [22-C-6](#), without the Association's consent and which are incorporated herein by reference.

22-A-1 PRAP

As set forth below, the Company and the Association shall maintain a defined contribution plan for Pilots referred to herein as the Pilot Retirement Account Plan (the "PRAP"). The PRAP shall consist of a single tax qualified 401(k) profit sharing plan which shall have the harmonized features of the prior plans as agreed to by the Company and the Association, as well as the following features:

22-A-1-a Sixteen percent (16%) direct employer contribution. Effective with the January 2024 Bid Period, this amount shall be increased to a seventeen percent (17%) direct employer contribution. Effective with the January 2026 Bid Period, this amount shall be increased to an eighteen percent (18%) direct employer contribution;

22-A-1-b Immediate 100% vesting;

22-A-1-c Immediate participation on date of hire;

22-A-1-d Roth 401(k);

22-A-1-e Full plan participant investment direction;

22-A-1-f The Investment Committee may not restrict the percentage of a Pilot's account that can be invested in the brokerage window except as reasonably required to facilitate payment of administrative fees or to comply with applicable law;

22-A-1-g Investment by source capability to be allowed to the extent reasonably administratively feasible for the vendor and the Company to implement;

22-A-1-h At the Association's discretion, retain account structure maintaining identity of United PDAP B and C Plan accounts;

22-A-1-i PRAP Retirement Board for Pilot appeals as agreed to by the Company and the Association and set forth in the PRAP plan document; and

22-A-1-j Acceptance of vacation forfeiture direct employer contributions pursuant to Section [11](#); and

22-A-1-k Participant right to elect in-service distributions from any and all of such participant's PRAP accounts beginning no earlier than the day the Pilot attains fifty-nine and one-half (59½) years of age.

22-A-1-I In addition, although not expressly described in the plan document, in the event the Federal government reduces the limitation on contributions set forth in Section 415(c) of the Internal Revenue Code, the Company and the Association shall meet and confer within thirty (30) days of the passage of such legislation to discuss potential changes to benefit programs.

22-A-2 Eligible Earnings

“Eligible Earnings” for contributions made in accordance with this Agreement shall mean the total cash compensation (determined before deduction for the Pilot’s elective deferral contributions, the Pilot’s elective contributions pursuant to Section [24-E](#), or any other pre-tax earnings deferral elections pursuant to a qualified cash or deferred arrangement, cafeteria plan or Section 132(f)(4) transportation fringe benefit plan) paid to him by the Company (whether paid before or after retirement, disability, death, or other termination of employment), with respect to services he performed while classified as a Pilot and performed after becoming a participant in accordance with the terms of the applicable plan: provided, however:

22-A-2-a Eligible Earnings shall not include, for any purpose: (i) contributions to or payments from any other benefit plan; (ii) Company contributions to a benefit plan pursuant to Section 125 of the Internal Revenue Code; (iii) hiring bonuses or other special payments relating to commencement of employment; (iv) moving expenses, relocation allowances, housing allowances; (v) membership costs and dues; (vi) fees paid for employment referrals; (vii) prizes and awards (other than annual awards); (viii) on-time bonus plan payments; (ix) expense reimbursement payments and allowances; (x) furlough pay; (xi) severance pay or other special payments relating to separation from employment; (xii) foreign Base allowances; (xiii) goods and services differential and cost-of-living adjustments; (xiv) hardship pay; (xv) tax equalization payments and any other special payments made to a Pilot designated by the Company as an expatriate; (xvi) amounts realized with respect to restricted stock, non-qualified stock options, or stock appreciation rights; (xvii) any imputed income related to life insurance, disability, domestic partner benefits, or otherwise; (xviii) pass travel privileges; and (xix) lump-sum bonuses paid to Director-level employees.

22-A-2-b In addition to the exclusions set forth in Section [22-A-2-a](#), for purposes of Company direct contribution, Eligible Earnings shall not include commissions.

22-A-2-c In addition to the exclusions set forth in Section [22-A-2-a](#), for purposes of employee elective deferrals, Eligible Earnings shall not include: (i) vacation pay paid on account of separation from employment; and (ii) employee contributions to a plan established pursuant to Section 125 of the Internal Revenue Code.

22-A-3 Excess Contributions

Direct employer contributions that cannot be contributed due to the limits under Section 401(a)(17) or 415(c) of the Internal Revenue Code shall be forfeited and instead an equivalent amount shall be contributed in accordance with Section [24-G-3](#).

22-A-4 PRAP Governance and Structure

The PRAP shall be governed in accordance with the governance process set forth below:

22-A-4-a Investments

22-A-4-a-(1) Investment Committee.

The Company and the Association shall maintain a joint Investment Committee responsible for investments under the PRAP. The Company and the Association each may appoint up to three (3) members. The parties need not appoint an equal number of members, provided, however that the Company members and the Association members each collectively have one (1) vote. Individual votes on a particular issue may be recorded in the minutes at the request of any member. Each party may appoint alternates. A quorum shall consist of one (1) Company member/alternate and two (2) Association members/alternates.

22-A-4-a-(2) Investment Committee Selection, Monitoring, and Direction.

The Investment Committee shall be the “named fiduciary” under ERISA for investments with respect to the PRAP and shall have the authority to select, monitor, and direct any investment advisor, investment manager, or other vendor with respect to investments and brokerage. All powers not expressly assigned to the Investment Committee are reserved to the Vendor Selection and Oversight Committee or to the Administrative Committee described below. The Investment Committee shall select (and periodically review) an investment advisor to advise the Investment Committee with respect to the selection and monitoring of investments. Fees charged by the investment advisor shall be paid by the Company. The Investment Committee shall select and monitor, with the advice of the investment advisor, the investments/investment managers to be offered as investment options under the PRAP. Fees related to investments shall be charged to participants. The Investment Committee shall meet quarterly, unless otherwise agreed to by the Company and the Association.

22-A-4-a-(3) Independent Tie-breaker.

The Company and the Association shall agree upon a list of at least three (3) firms that provide investment advice and that would be suitable for hiring if a deadlock arises (each referred to herein as an “Independent Tie-breaker”). In the event of deadlock, the parties shall consider in good faith the advice of the Investment Committee’s existing investment advisor. If the deadlock is not broken based upon the existing investment advisor’s advice, either party may require the Investment Committee to hire an Independent Tie-breaker to make a recommendation to the Investment Committee regarding the resolution of the deadlock. The Independent Tie-breaker shall be selected from the pre-agreed list by alternate-strike method. First strike shall be determined by a coin toss. The cost of the Independent Tie-breaker shall be shared equally by the Company and the Association. The Investment Committee shall be bound to accept the recommendation of the Independent Tie-breaker. The Independent Tie-breaker shall resolve fiduciary investment issues only, not settlor or collective bargaining issues.

22-A-4-b Administration**22-A-4-b-(1) Vendor Selection and Oversight Committee.**

The Company and the Association shall maintain a joint Vendor Selection and Oversight Committee (the “VSOC”) responsible for selection, monitoring, and replacement of

administrative vendors (trustee, custodian, record keeper, brokerage, etc., which may be individual or consolidated vendors) under the PRAP. The Company and the Association each may appoint up to three (3) members. The parties need not appoint an equal number of members, provided, however that the Company members and the Association members each collectively have one (1) vote. Individual votes on a particular issue may be recorded in the minutes at the request of any member. Each party may appoint alternates. A quorum shall consist of one (1) Company member/alternate and two (2) Association members/alternates.

22-A-4-b-(2) VSOC Selection and Monitoring.

In the event of deadlock on vendor selection, the parties shall utilize the independent tie-breaker process described in Section [22-A-4-a-\(3\)](#), but using a pre-agreed list of consulting firms appropriate to vendor selection rather than investments. The selected vendor(s) shall acknowledge in writing that the VSOC, consisting of Company and the Association, has the authority to select, monitor, and replace vendor(s). The vendor contract shall specify that the vendor takes direction from the Administrative Committee/Company. The Association shall have the right to review and approve any vendor contract. The VSOC shall meet quarterly with each administrative vendor to review its performance, unless otherwise agreed to by the Company and the Association. The VSOC shall, consistent with its fiduciary obligations under ERISA, conduct periodic review and selection of the administrative vendor(s) selected under Section [22-A-4-b](#) with assistance of the investment advisor or other advisor as determined by the VSOC.

22-A-4-b-(3) Administrative Committee.

The Administrative Committee shall consist of one or more management personnel appointed by the Company, which shall act as “plan administrator” of the PRAP. The Administrative Committee shall have the sole authority to direct any PRAP vendor, except to the extent of any powers reserved to the Investment Committee and with following caveats. The Association shall have approval rights with respect to initial setup of vendor systems requirements and any vendor plan administration manual for the PRAP. The Association shall have approval rights with respect to the record keeper’s website and ongoing plan communications. The Association shall have the right to notice and comment with respect to all other issues under authority of the Administrative Committee.

22-A-4-b-(4) Administrative Expenses.

All expenses of the PRAP for third-party administrative and recordkeeping fees shall be totaled (excluding any third-party investment advisory and investment manager expenses, third-party Qualified Domestic Relations Order expenses and other third-party expenses that are charged to the individual accounts of Pilot participants and alternate payees, as provided in the PRAP). First, the Pilot participants shall pay from the trust two-thirds of such total, minus any 12(b)(1) fees and other revenue-sharing offsets made available through the investments of the trust. Reduction of such amounts by 12(b)(1) fees and other revenue-sharing offsets shall be shared among all Pilot participants or allocated to the applicable Pilot participants as determined by the Investment Committee. Then, the Company shall pay one-third of such total, minus any 12(b)(1) fees and other revenue-

sharing offsets made available through the investments of the trust that remain after fully offsetting the two-thirds of total expenses otherwise payable by the trustee from the trust. All other expenses of the PRAP, including audit expenses, shall be paid by the Company.

22-A-4-b-(5) Access to Vendor(s).

The Association may raise individual participant issues with the Company and may approach the applicable administrative vendor if the issue is not timely resolved by the Company to the Association's satisfaction. The Association members of the VSOC shall have access on a quarterly basis to data/information from each administrative vendor necessary to fulfill their monitoring obligations. The Company and the Association may each make additional reasonable ad hoc requests for information to any administrative vendor providing the requesting party notifies the other. Quarterly requests to each vendor shall be coordinated jointly by the Company and Association members of the VSOC. With respect to strategic planning related to PRAP design and administration, each party shall use its reasonable best efforts to discuss the contemplated issue with the other party prior to engaging any administrative vendor regarding such vendor's capability, data, or other information.

22-B Defined Benefit Plans

22-B-1 CPRP/CARP

Each Pilot participating in the Continental Pilots Retirement Plan ("CPRP") and/or Continental Retirement Plan ("CARP") on the effective date of the Agreement shall remain a participant in CPRP and/or CARP, neither of which shall, with respect to Pilots, be modified, amended, or terminated without the Association's consent and each of which is incorporated herein by reference. The Continental Retirement Board shall retain its existing authority with respect to Pilot pension benefits under CPRP and shall continue to meet quarterly unless otherwise agreed to by the Company and the Association. Any Association members/alternates on the Continental Retirement Board shall be limited to Pilots who were covered by the Pre-Merger CAL CBA.

22-B-2 Market Based Cash Balance Plan

The Company shall establish a new market-based cash balance plan for Pilots (the "MBCBP") that is acceptable to the Company and the Association, as soon as reasonably practicable after receiving a favorable determination letter ruling from the IRS, but no earlier than January 1, 2024. The Company shall work with the Association's designated representatives to implement the MBCBP.

22-B-2-a Contribution Methodology

The Company and the Association shall jointly develop a contribution methodology under which contributions to the MBCBP shall be reduced by the Company contribution to the PRAP and Active HRA/RHA (except for contributions under Sections [24-G-2](#) and [24-G-4](#)). If the agreed upon desired contribution methodology is not permitted by the IRS, then the Company and the Association shall meet and agree on an alternative methodology that results in an aggregate total contribution amount to the MBCBP that is not materially

different than the contribution amount to the MBCBP expected under the desired methodology taking into account contributions to PRAP and the Active HRA/RHA.

22-B-2-b Annual Election

The Company shall request a ruling from the IRS that Pilots may make an annual election for Company contributions that would otherwise be made to the MBCBP to instead be made to the RHA or Active HRA, whichever is applicable. If the IRS does not approve such annual election, the Company and the Association shall meet and agree on a formula to allocate a portion of the Company PRAP contribution to each plan (PRAP, RHA/HRA, and MBCBP) that results in no greater aggregate Company contribution than the current Company contribution of the then-applicable percentage of Eligible Earnings. A negative IRS ruling regarding Pilot ability to make an annual election shall not be used to prevent the establishment of any agreed upon cash balance plan that otherwise receives IRS approval prior to implementation.

22-B-2-c Plan Provisions to Mitigate Risk

The design of the MBCBP shall include the following features;

22-B-2-c-(1) Except as set forth in Section [22-B-2-c-\(2\)](#), a Company appointed investment fiduciary will target an equity allocation of thirty percent (30%), with a range of twenty percent (20%) to forty percent (40%), in one (1) or more trust asset allocation(s) for Pilots as determined by the Company. In the event that unusual market events cause the allocation to deviate from such range, the fiduciary will rebalance towards the target within a reasonable time. Subject to such parameters, the fiduciary will otherwise maintain complete control and discretion over investments in the trust.

22-B-2-c-(2) Notwithstanding Section [22-B-2-c-\(1\)](#), the MBCBP may cause assets attributable to the accounts of Pilots who have taken an in-service distribution under Section [22-B-2-c-\(5\)](#) to be invested in a more conservative investment strategy.

22-B-2-c-(3) During each of the first five (5) full plan years after implementation of the MBCBP, the trust investment gain/loss allocation to participants in the plan shall be reduced by seven-tenths percent (0.7%) of the trust's assets to provide an appropriate reserve for account shortfall liability and any plan expenses permitted under ERISA. After the completion of five (5) full plan years after implementation of the plan, such reduction shall be one-half percent (0.5%) per year. Notwithstanding the foregoing, after the completion of the first full plan year, should such cumulative reduction amount (as adjusted to reflect investment earnings and losses on such amount, plan expenses, including accrued plan expenses, and any participant shortfall payments) exceed one percent (1%) of the MBCBP's total assets (determined as of the end of each plan year thereafter), such annual reduction shall be one-quarter percent (0.25%) for the twelve (12) months following such determination.

22-B-2-c-(4) Benefit distribution at Normal Retirement Date (defined as the later of age sixty-five (65) or five (5) years from the date participation begins), or at death. Provisions may be included that allow benefit distribution at an earlier date upon separation from service provided the Pilot requesting the distribution does not have an account shortfall at such time.

22-B-2-c-(5) Provisions to allow in-service, full withdrawal on and after attaining fifty-nine and one-half (59 1/2) years of age, no less frequently than annually, subject to Section [22-B-2-c-\(6\)](#).

22-B-2-c-(6) In the event the MBCBP utilizes a single investment strategy for all Pilots, then an in-service distribution under Section [22-B-2-c-\(5\)](#) shall only be permitted if the Pilot requesting the distribution does not have an account shortfall at such time. In the event the MBCBP utilizes a more conservative investment strategy for Pilots who elect an in-service distribution pursuant to Section [22-B-2-c-\(2\)](#), then only the initial in-service distribution shall be subject to such restriction.

22-B-2-c-(7) The Company will determine the frequency of the valuation used to determine account shortfalls, which may be as frequently as daily.

22-B-2-c-(8) The Company will define the terms of any IRS required annuity option.

22-B-2-c-(9) Any contributions that cannot be made to the MBCBP on behalf of a Pilot due to the limits of Section 415(b) of the Internal Revenue Code will be paid to the Pilot as taxable earnings, except as otherwise provided in Section [24-H-3-a](#).

22-B-2-c-(10) To the extent that any of these plan features are not permitted by law or the IRS, adjustments to, or the addition of, other provisions will be made to achieve the same shortfall risk profile.

22-C General Provisions

22-C-1 Quarterly Meetings

The Company and the Association shall meet on a quarterly basis to discuss, and make a good faith effort to resolve, any and all problems (including individual claim issues) relative to the retirement plans described herein.

22-C-2 Information Sharing

Subject to the “Access to Vendor” provisions described above, the Company shall provide to the Association promptly after preparation or receipt, copies of all annual reports and summary annual reports, and, upon request, the Company shall provide within twenty (20) Business Days after the request, other reports, participant data, asset performance reports and other information pertinent to any defined contribution plan in which Pilots participate. All documents and information provided shall be provided electronically to the extent practicable. For purposes of Section [22-C-2](#), “Business Day” means Monday through Friday, excluding federal holidays.

22-C-3 Prior LOAs, MOUs and Settlement Agreements

This Section [22](#) supersedes and replaces all Letters of Agreement, Memoranda of Understanding and grievance settlements and similar agreements between the Association and either of the Company’s predecessor carriers antedating the effective date of the Agreement, insofar as such agreements relate to the types of benefits described herein. Notwithstanding the foregoing, any such superseded agreement may be referred to by either party for purposes of bargaining history and in cases of disputes about similar language and also to protect against inadvertent omission.

22-C-4 Indemnification

22-C-4-a Indemnification of Boards and Committees

The Company shall indemnify and hold harmless each member (past, present and future) of any Board or Committee described in this Section [22](#) and each employee who is a delegate of such Board or Committee against any and all expenses and liabilities arising out of his administrative functions or fiduciary responsibilities, including any expenses and liabilities that are caused by or result from an act or omission constituting the negligence of such individual in the performance of such functions or responsibilities, but excluding expenses and liabilities that are caused by or result from such individual's own gross negligence or willful misconduct. Expenses against which such individual shall be indemnified hereunder shall include, without limitation, the amounts of any settlement or judgment, costs, counsel fees, and related charges reasonably incurred in connection with a claim asserted or a proceeding brought or settlement thereof.

22-C-4-b Indemnification of the Association

The Company shall indemnify the Association (and its officers, agents, employees, counsel and elected and appointed representatives) for any and all liabilities, costs and third-party attorneys' fees, resulting from claims made against the Association (or its officers, agents, employees, counsel or elected and appointed representatives) in connection with the negotiation or establishment of any plan described in this Section [22](#); provided, however, that indemnification shall not apply to the extent such claims arise out of the gross negligence or willful misconduct of the Association (or its officers, agents, employees, counsel or elected and appointed representatives); and further provided, however, that the level of the Company's indemnification shall be fifty percent (50%) of the first \$5,000,000 of such liabilities, costs and fees, and shall be 100% of the excess over \$5,000,000; and further provided, however, that indemnification of the Association's outside counsel for such liabilities, costs and fees shall be secondary to coverage of such liabilities, costs and fees under any insurance policy(ies) maintained by such outside counsel. An indemnitee seeking to be indemnified and held harmless pursuant to this Section [22](#) must provide to the Company prompt written notice of the claim as to which the indemnitee seeks to be indemnified and held harmless. The Company shall have the right to conduct the defense, and to enter into a settlement, of such matter with counsel of the Company's choosing. The Company shall give reasonable consideration to the wishes of the indemnitee in connection with the matters described in the foregoing.

22-C-4-c Application

Nothing in Section [22-C-4](#) shall be construed as terminating, modifying or diminishing any right to indemnification under the Pre-Merger CAL CBA or Pre-Merger UAL CBA.

22-C-5 Confidentiality

With respect to Pilot records and data created, maintained, or received by the Company in administering the plans described in this Section [22](#), the Company shall maintain such records and data with the same degree of security and confidentiality as it maintains its own confidential records and data. In the event of a Company violation of Section [22-C-5](#), the Association may

either pursue a grievance in accordance with Section [17](#) or submit the dispute to the Benefits Review Board established pursuant to Section [24-J-6](#) for resolution.

22-C-6 Procedure for Amendments Required by Law

Where the Company believes that an amendment to any plan described herein is required in order to comply with the Employee Retirement Income Security Act, the Internal Revenue Code of 1986, or other federal or state law, or with any regulations promulgated under any such act or law, the following procedure shall apply:

22-C-6-a The Company shall notify the Association of its belief that an amendment is required, and shall furnish the Association a draft of the amendment it believes is necessary to comply with the law or regulations, as soon as practicable after learning of the legal requirement and in no event later than sixty (60) days prior to the legal or regulatory deadline for adopting the amendment, unless, without fault or neglect of its own, it first learns of the need to amend less than sixty (60) days before the deadline, in which case it shall notify the Association and furnish its draft amendment immediately after it first learns of the need to amend.

22-C-6-b The Association may approve or disapprove the proposed amendment within thirty (30) days after receipt of the Company's draft (or one-half the time between the date the draft is furnished to the Association and the last date for its adoption in order to comply with the change in law or regulation if less than thirty (30) days). If the Association disapproves, the parties shall promptly meet to try to resolve the dispute. If no agreement is reached, the Company may proceed to implement its draft amendment without the Association's agreement and the Association may either pursue a grievance in accordance with Section [17](#) or submit the dispute to the Benefits Review Board established pursuant to Section [24-J-6](#) for resolution.

22-C-6-c The issues at arbitration may include, without limitation, the question whether amendment is required to comply with law; the nature and content of the amendment required; and whether the amendment proposed by the Company, an alternate amendment proposed by the Association, or some other amendment is the most reasonable under all the circumstances to achieve compliance. In reaching a decision, the arbitrator shall take fairly into account the interest of minimizing the expense of compliance with the law as well as the interest of preserving negotiated benefits under the Agreement.

22-C-6-d If the arbitrator determines the Company's amendment was improper for any reason, the arbitrator shall determine the appropriate remedy, which may include, without limitation, rescission of the Company's amendment (with or without retroactivity) and restoring the original plan provisions without change; rescission of the Company's amendment and adoption of a different amendment (with or without retroactivity); modification of the Company's amendment (with or without retroactivity); and ordering that Pilots, Dependents, Survivors, and/or Beneficiaries, as applicable, be made whole for any economic injury suffered as a result of the Company's unilateral amendment.

22-C-6-e Where the Association believes that an amendment to any plan referred to herein is required in order to comply with the Employee Retirement Income Security Act, the Internal Revenue Code of 1986, or other federal or state law, or with any regulations promulgated

under any such act or law, and the Company declines to implement such amendment, the Association may either pursue a grievance in accordance with Section [17](#) or submit the dispute to the Benefits Review Board established pursuant to Section [24-J-6](#) for resolution.

22-C-7 Definitions

22-C-7-a Notwithstanding anything to the contrary in the Agreement, for purposes of this Section [22](#), the term “Pilot” refers to, as the context requires, i) a Pilot employed by the Company who is on the Seniority List; or ii) such a Pilot who has retired. When used in the plural form, the term “Pilots” refers to i) or ii), or both i) and ii), as the context requires.

22-C-7-b For purposes of this Section [22](#), the term “Pre-Merger UAL CBA” means the collective bargaining agreement between United Air Lines, Inc. and the Association as in effect immediately prior to December 30, 2012, and the term “Pre-Merger CAL CBA” means the collective bargaining agreement between Continental Airlines, Inc. and the Association as in effect immediately prior to December 30, 2012.

22-C-7-c Notwithstanding anything to the contrary in the Agreement, for purposes of this Section [22](#), the term “Company” refers to United Airlines and includes United Air Lines, Inc., Continental Airlines, Inc., and any other affiliate of such entities which sponsors any retirement plan referred to in this Section [22](#).

Section 23- Flight Instructors and Evaluators

The provisions of the Agreement shall be applied to the service of the Flight Instructors/Evaluators (I/E) except as specifically modified by the terms of this Section [23](#). In the event of a conflict between any term of this Section [23](#) and the Agreement, the term of this Section shall apply.

23-A Scope of Work and General

23-A-1 Unless agreed otherwise by the Company and the Association, and except as provided in Section [23-A-2](#), only I/Es shall conduct, train and grade flight procedures and maneuvers from takeoff through landing in flight simulators or other flight training devices:

23-A-1-a In addition, only I/Es shall conduct:

23-A-1-a-(1) Instruction regarding flight procedures and maneuvers from takeoff through landing (including such content in Indoctrination, Redoctrination and the Flight Operations Manual ("FOM")) which is taught in other than General Subjects Review ("GSR") training curriculum; and

23-A-1-a-(2) Remedial or special purpose operational training ("SPOT") Crew Resource Management and Human Factors topics, except as provided in Section [23-A-2-c](#); and

23-A-1-a-(3) Seat-fill duties for initial, upgrade, requalification, and differences training, and Instructor/Evaluator Continuing Qualification ("IECQ") events.

23-A-1-b I/Es may also be assigned to any other seat-fill duties, training, administrative/project, GSR, development, or subject matter expert work.

23-A-2 Exceptions to Section [23-A-1](#)

23-A-2-a Other Company employees who are not I/Es may perform normal procedures (e.g., takeoff, cruise, landing) and non-normal systems operations only to the extent necessary to conduct systems training. In order to provide such instruction other Company employees may utilize quick reference handbook ("QRH"), electronic centralized aircraft monitor ("ECAM"), or electronic check list ("ECL") items to teach the aircraft systems. In no case shall an "other Company employee" provide instruction on procedures contained within a QRH, ECAM, or ECL. In addition, the following specific limitations shall apply:

23-A-2-a-(1) From passing the runway hold short line entering the runway to passing the hold short line exiting the runway there are no callouts, flows, briefings or air traffic control ("ATC") scripting. Additionally, motion shall remain off for the entire period. Visual displays, if available, may be used only to the extent necessary to teach the aircraft systems.

23-A-2-a-(2) Ground procedures may only be trained up to the runway hold short line prior to takeoff and after crossing the runway hold short line for after landing to parking and termination procedures.

23-A-2-a-(3) Non-normal systems operations may be demonstrated for the purpose of studying the cause and effect relationship to the system operations and indications during irregularities. For example, the other Company employee could fail an electrical bus, review additional busses and equipment that have failed, discuss what capabilities are lost, review

indications including lights that indicate specific bus failure, review the effects of moving a switch to repower part of that failed system and then review the capabilities that are regained to include limits, notes, cautions and warnings.

23-A-2-a-(4) Real time flying during any phase of flight is limited to the extent necessary in order to teach the applicable systems objectives as outlined in the Instructor Manual.

23-A-2-a-(5) The use of flight freeze and repositions must be sufficiently detailed as to when it is to be used in the Instructor Manual.

23-A-2-a-(6) The FTD-A (“Fixed Training Device – System Phase”) phase of training may have no more than three (3) takeoffs to conduct systems training. After the systems training during the takeoff has been completed, the FSTD (“Flight Sim Training Device”) shall be repositioned to an altitude to allow for additional systems training.

23-A-2-a-(7) The FTD-A phase of training may have no more than two (2) climbs and two (2) descents to the extent necessary to teach a specific system with specific systems training objectives clearly outlined in the Instructor Manual. One of the climbs may be a SID (“Standard Instrument Departure”) and one of the descents may be a STAR (“Standard Terminal Arrival Route”).

23-A-2-a-(8) The FTD-A phase of training may have no more than three (3) approaches and landings to teach systems. The approaches and landings must be limited to a normal ILS (“Instrument Landing System”) or RNAV/RNP (“aRea NAVigation” / “Required Navigational Performance”), if applicable.

23-A-2-a-(9) The FTD-A phase of training may have no more than one (1) go-around to conduct systems training. After the systems training during the go-around has been completed, the FTD shall be repositioned to the ground to complete the after landing, parking and termination procedures.

23-A-2-b Qualified management Pilots assigned on a full time basis to Fleet Training or Fleet Standards may conduct the same training as an I/E. An individual management Pilot cannot conduct more than twelve (12) training events per bid year normally conducted by an I/E. The Company shall provide the Local Council representatives a quarterly report to verify compliance with the preceding limitation; the parties may agree on alternate methods of compliance verification. Notwithstanding the above, a management Pilot may replace a scheduled I/E for a training event (aka “FBO”) without limitation.

23-A-2-c Remedial or SPOT Crew Resource Management and Human Factors topics may be performed by other Company employees with approval of the MEC Training Committee.

23-A-3 Qualifications

23-A-3-a An I/E who is unable to maintain at least the same class FAA medical certificate required of line Pilots shall only be eligible to conduct the Scope of Work reserved for I/Es in Section [23-A-1](#) for twelve (12) Bid Periods following the date such class of medical certificate expires.

23-A-3-b To be eligible to perform the duties of an Instructor or to begin training to become an Instructor, a Pilot must have thirteen (13) Bid Periods of service as a Pilot.

23-A-3-c In order to be eligible to perform the duties of an Evaluator, a Pilot must have a minimum of twenty-four (24) Bid Periods as line Captain in the operation or 1000 hours as Pilot-in-Command with the Company. Further, an Evaluator must also be able to hold a bid as Captain (i.e. a Pilot junior to the Evaluator has been awarded a Captain Status on a vacancy/displacement bid). In addition, an Evaluator who evaluates on a B777, B787, A350 or A380 must also be able to hold a bid as Captain on any of those fleets (i.e. a Pilot junior to the Evaluator has been awarded a Captain Status on any of those fleets on a vacancy/displacement bid).

23-A-3-d In the event an Evaluator is no longer able to hold a bid as Captain, he may remain an Evaluator for no more than six (6) Bid Periods following loss of eligibility, but would no longer be able to fly as Pilot-in-Command in accordance with [23-K-1](#).

23-A-4 Seniority

Except as otherwise provided, I/Es shall use line seniority within position (Instructor or Evaluator).

23-A-5 Dry Lease Instruction

Furloughed, active and retired Company Pilots type-rated on aircraft for which training is being offered and qualified to instruct, or able to be qualified in no more than five (5) days of training, shall have first right of refusal to conduct training with respect to the dry lease of training assets set forth in Section [1-B-3-d](#) to (i) FAR Part 142 certificate holders, and (ii) Airlines, Aerospace Companies, or Government agencies using anyone other than their own employees (not contracted or short-term employees) to provide training. Notification of such newly created instructor positions will be made to the Association at the time of the dry lease agreement with sufficient notice for interested Pilots to reply, normally no less than one week. The first right of refusal requirement shall not apply to training conducted using assets associated with aircraft that are not in the Company's then current fleet.

Example 1: If airline X dry leases a Company training asset to provide training to pilots of airline X using instructors from airline X, it may use its own instructors.

Example 2: If airline X dry leases a Company training asset to provide training to pilots of airline Y, airline X must first offer instructor positions to qualified furloughed, active and retired Company Pilots to conduct training in the Company training asset.

Example 3: If a FAR Part 142 school dry leases a Company training asset to provide training for an airline or ab initio curriculum, the FAR Part 142 school must first offer instructor positions to qualified furloughed, active and retired Company Pilots to conduct training in the Company training asset.

23-A-6 The Company and Local Council representatives shall meet monthly to address fleet, I/E, and scheduling issues, or as otherwise agreed.

23-A-6-a The Association's designated representatives who are I/Es (hereinafter "I/E Representatives") shall be advised of and have an opportunity to make recommendations concerning the required qualifications and the selection process. In addition, the Company will consult with the I/E Representatives regarding potential candidates for I/E vacancies. The

parties will agree on a consultation process and, once agreed, that process can only be modified by mutual agreement.

23-A-6-b All training curriculum shall be reviewed by the Company in consultation with the I/E Representatives in order to ensure the objectives are placed appropriately in the Primary Systems or Flight Training segments of the curriculum.

23-A-7 The “Denver Flight Training Center” as used herein shall include the Denver Flight Training Center in existence as of September 29, 2023 and any new training facility within a 50-mile radius from Denver International Airport (DEN). If the Company opens a new training facility included in the definition of Denver Flight Training Center, the parties will meet and discuss the impact of the new facility for both I/Es and Pilots undergoing training. In any case, the Company may not utilize a hotel outside the Denver core business district (either for I/Es or Pilots undergoing training) without ALPA concurrence.

23-B Filling of I/E Vacancies

23-B-1 On a case-by-case basis with the concurrence of the Company and the I/E Representatives, temporary transfers between fleets are permitted for a period not to exceed 120 days. The effective date of a temporary transfer to a new fleet shall be the first (1st) day the I/E is cleared to conduct training on the new fleet or the day the I/E begins instructing in the new fleet if he does not require training.

23-B-2 The Company shall make available upon request a list of I/Es, if any, who have previously been surplus from I/E status and the fleet from which the I/E was surplus.

23-B-3 All I/E vacancies shall be posted for fourteen (14) days.

23-B-4 When establishing an initial cadre of I/Es for a new fleet type, selection of I/Es for that fleet shall be at the discretion of the Company. However, when the first line Pilot begins qualification training for the new fleet type, fifty percent (50%) of the fleet’s I/Es, as measured by Pilot Manpower Equivalents (“PME”), must (1) have filled a vacancy in accordance with Section [23-B-5](#) and (2) be cleared to conduct training/evaluating on the new fleet type. An I/E who has been selected but has not been cleared to conduct training/evaluating due to a disruption to the training schedule caused by the potential I/E shall be counted in satisfying this requirement. After the first line Pilot begins qualification training for the new fleet type, all future vacancies shall be filled in accordance with Section [23-B-5](#).

23-B-5 Other than as provided in Section [23-B-4](#), vacancies shall be filled in accordance with the following priority:

23-B-5-a An I/E serving on a Retiring Fleet when the System Scheduling Committee receives the Notice of Proposed Decision Making from the Company stating that the last Equipment-Base operating a specific Equipment type shall close. He shall have one (1) opportunity to fill a training center vacancy in line seniority order (regardless of whether it is an Instructor or Evaluator (if the Pilot has the necessary qualifications specified in Section [23-A-3-\(c\)](#) position) within twelve (12) months of his surplus date.

23-B-5-b I/Es who have been surplus to the line within the preceding thirty six (36) Bid Periods, as measured from the first day of the Bid Period in which the I/E returned to the line.

Such I/Es may return to any fleet with a vacancy in the position (Instructor or Evaluator) from which they were surplus. A surplus I/E who does not apply for an available vacancy in a position (Instructor or Evaluator, but not fleet specific) from which he was surplus shall be removed from the surplus list. An “available” vacancy is defined as one for which the surplus I/E had the seniority to be awarded and, in the case of a vacancy for a Job Share I/E, who has the qualifications specified in Section [23-R-2-a](#).

23-B-5-c Current Instructors in the fleet shall be offered the opportunity to move between full time and JS Instructor positions, in accordance with Section [23-R-2-c](#).

23-B-5-d Any other I/Es or Pilots who have been selected by the Company.

23-B-5-e Clarifications and Examples

23-B-5-e-(1) Except as provided in Section [23-B-5-a](#), a surplus I/E can only accept recall to his prior position (Instructor or Evaluator).

23-B-5-e-(1)-(a) An I/E surplus from a full time position as an Instructor or Evaluator may accept recall to a Job Share (“JS”) position, if they meet the qualification requirements of Section [23-R-2-a](#). Failure to bid for a JS position shall not remove a surplus full time I/E from the surplus list, though accepting a recall to a JS position removes the I/E from the surplus list.

23-B-5-e-(1)-(b) An I/E who was surplus from a JS position can only accept recall to a JS position and must meet the qualification requirements of Section [23-R-2-a](#).

23-B-5-e-(2) Examples

23-B-5-e-(2)-(a) As of June 30, 2022, seven (7) full time Evaluators and two (2) Job Share Evaluators are on the surplus list. On July 1, 2022 a vacancy is posted for two (2) full time Evaluators. The positions will be awarded to the two (2) most senior Evaluators who were surplus from a full time position and who apply for the vacancy. Any surplus Evaluator who was surplus from a full time position and who is senior to the junior Evaluator awarded the vacancy who does not apply for the vacancy will be removed from the surplus list; conversely, any surplus Evaluator who was surplus from a full time position and who is junior to the most junior surplus Evaluator awarded the vacancy will remain on the surplus list.

Seniority	Apply?	Outcome
1 (FT)	No	Removed from surplus list
2 (FT)	No	Removed from surplus list
3 (FT)	Yes	Awarded Position
4 (J/S)	Yes	Cannot be awarded full time position as recall; remains on surplus list
5 (FT)	No	Removed from surplus list

6 (J/S)	Yes	Cannot be awarded full time position as recall; remains on surplus list
7 (FT)	Yes	Awarded Position
8 (FT)	Yes	Remains on surplus list, because he did not have seniority to hold vacancy
9 (FT)	No	Remains on surplus list, because he did not have seniority to hold vacancy

23-B-5-e-(2)-(b) A mix of JS and full time Evaluators are on the surplus list. Four (4) vacancies are posted for four 777 JS Evaluators. They shall be awarded as follows:

Seniority	Prior Position	Apply?	Hold Bid?	Outcome
1	Job Share	Yes	No	Not awarded (Equipment); remains on surplus list
2	Full Time	Yes	Yes	Awarded; removed from surplus list
3	Job Share	No	Yes	Removed from surplus list
4	Full Time	No	No	Remains on surplus list (was surplused from full time position, so not required to bid Job Share)
5	Job Share	Yes	Yes	Awarded
6	Job Share	No	Yes	Removed from surplus list
7	Job Share	Yes	Yes	Awarded
8	Full Time	Yes	Yes	Awarded; removed from surplus list

23-C Consolidation Procedures

I/Es requiring consolidation shall be provided no less than their minimum number of regular days off ("I/E RDO") while accomplishing their consolidation requirements. Consolidation flying shall not reduce the number of required annual Fly Days or flying hours, prorated for the period after consolidation.

23-D Scheduling

23-D-1 Monthly Schedules

The I/E schedule shall be visible during the schedule building process for the next Bid Period and shall be published no later than 2359 local time on the nineteenth (19th) of each month.

23-D-2 Days Off Scheduling

23-D-2-a Minimum I/E RDOs shall be thirteen (13) immovable days free from duty per Bid Period, reduced for absences in accordance with the charts below, except that:

23-D-2-a-(1) The chart below shall not apply when pro-rating days off for a vacation period, which is covered in Section [23-P](#).

23-D-2-a-(2) The chart below shall not apply when an I/E elects a sick leave schedule in accordance with Section [23-J-2](#).

23-D-2-a-(3) An I/E who has both a prorated flying schedule and prorated I/E schedule in a Bid Period shall have no fewer than ten (10) combined days free from duty in the Bid Period.

Thirty day Bid Periods:

Absence Days	RDOs	Work Days	Absence Days	RDOs	Work Days	Absence Days	RDOs	Work Days
1	12	17	11	8	11	21	4	5
2	12	16	12	8	10	22	3	5
3	12	15	13	7	10	23	3	4
4	11	15	14	7	9	24	2	4
5	11	14	15	6	9	25	2	3
6	10	14	16	6	8	26	2	2
7	10	13	17	6	7	27	1	2
8	10	12	18	5	7	28	1	1
9	9	12	19	5	6	29	0	1
10	9	11	20	4	6	30	0	0

Thirty-one day Bid Periods:

Absence Days	RDOs	Work Days	Absence Days	RDOs	Work Days	Absence Days	RDOs	Work Days
1	13	17	11	8	12	21	4	6
2	12	17	12	8	11	22	4	5
3	12	16	13	8	10	23	3	5
4	11	16	14	7	10	24	3	4
5	11	15	15	7	9	25	3	3
6	11	14	16	6	9	26	2	3
7	10	14	17	6	8	27	2	2
8	10	13	18	5	8	28	1	2
9	9	13	19	5	7	29	1	1
10	9	12	20	5	6	30	0	1
						31	0	0

23-D-2-b Notwithstanding the minimum day off requirement above, the minimum I/E RDO requirement may be reduced by up to three (3) I/E RDOs total for any combination of Overtime events, proficiency or TIA flying.

23-D-2-b-(1) Overtime events may be assigned either before the monthly schedule is constructed or after the monthly schedules have been published.

23-D-2-b-(2) Proficiency or TIA flying taking the I/E below the published minimum days off may only be picked up after monthly schedules have been published.

23-D-2-b-(3) In no case shall an I/E who is available for the full Bid Period have less than ten (10) I/E RDOs.

23-D-2-b-(4) For I/Es with a partial Bid Period absence, the reduction in I/E RDOs in the proration chart in Section [23-D-2-a](#) may be increased by up to a maximum of three (3) I/E RDOs.

23-D-2-b-(5) Example: An I/E who is unavailable for seven (7) days in a 30-day Bid Period shall have his minimum scheduled I/E RDOs reduced from thirteen (13) to ten (10) (i.e., reduced by three (3) per the chart above). If the I/E flies a three (3) day TIA Trip, his minimum I/E RDOs is further reduced by three (3) such that he must have seven (7) I/E RDOs in the Bid Period.

23-D-3 No more than six (6) consecutive days of work shall be scheduled without the concurrence of the I/E. A days-off request, made in accordance with Section [23-D-4](#), that results in seven (7) or more consecutive days of work implies an I/E's concurrence to waive this provision.

23-D-4 Days-off requests must be submitted to Flight Training Center Scheduling by 2359 on the fifth (5th) day of the prior month (e.g., March 5 for April I/E RDOs). Scheduling shall honor these requests in a fair and equitable manner to the maximum extent possible.

23-D-5 I/Es shall not be assigned to work or deadhead on Thanksgiving Day, Christmas Day, or New Year's Day. These days shall be in addition to an I/E's minimum days off per Bid Period.

23-D-6 Schedule Changes

23-D-6-a Flight Training Center Scheduling shall contact I/Es as far in advance as possible for assignment changes. Any change made to an I/E's assignment that keeps all work performed within the original assignment window is not subject to Section [23-D-6-b](#) below.

23-D-6-b When an assignment is canceled (that is, no work is assigned to the I/E during his original assignment window at the time the assignment is canceled), the I/E shall be placed on reserve ("canceled reserve", or "XS") on the day of the original assignment subject to the following:

23-D-6-b-(1) The I/E is eligible for a subsequent assignment which occurs during the original assignment window (starting and ending times).

23-D-6-b-(2) Notwithstanding Section [23-D-6-b-\(1\)](#), up to four (4) times a Bid Period for each I/E, the canceled day's original assignment window may be moved once. The assignment window may be moved no more than plus or minus four hours and fifteen minutes (4:15) from the original start time. Any assignment made outside these windows can only be made with I/E concurrence.

23-D-6-b-(2)-(a) An I/E's original assignment window may be moved only when the original assignment was canceled due to (1) training device unavailability; (2) weather events; (3) student training issues (i.e., failure to progress); or (4) action taken by the I/E that result in an illegal assignment. Notwithstanding the above, an I/E's original assignment window may also be moved whenever the student of the canceled assignment is not reassigned to training on the same day as the canceled assignment or whenever there was no student to train in the canceled assignment.

23-D-6-b-(2)-(b) An I/E may waive any limitations in this Section [23-D-6-b-\(2\)](#).

23-D-6-b-(3) The Company must inform the I/E of his assignment window upon initial notification of an assignment cancellation.

23-D-6-b-(4) The I/E's schedule shall reflect the I/E's assignment window.

23-D-6-b-(5) The I/E's assignment(s) shall not be cancelled solely to move his assignment window.

23-D-6-c Before a schedule change is considered final, the I/E must acknowledge the change. If a change is observed in the scheduling tool, confirmation is still required. After duty hours, response to a change may be made by voice mail or email to Flight Training Center Scheduling.

23-D-7 To the extent doing so would not be in conflict with the work rules contained in this Section [23](#), it is agreed that every effort will be made to schedule an I/E with a class or crew for continuity during each phase of training.

23-D-8 Any automated scheduling system must include parameters, to be set in consultation with the Association, that penalize I/E early starts on the first day of a work period and late starts on the last day of a work period. For purposes of Section [23-D-7](#), these penalty parameters are not 'work rules contained in this Section [23](#).

23-D-9 Training

23-D-9-a When an I/E attends training that is designed for line Pilots (e.g., aircraft-specific training), that training shall be scheduled under Section [9](#) and shall be considered as an absence for the purposes of Section [23-D-2](#) proration.

23-D-9-b When an I/E attends training that is specifically designed for I/Es (e.g., I/E Indoc training), that training shall be scheduled under Section [23](#); that is, the training days shall be considered as work days and the scheduling rules applicable to Section [23](#) shall apply.

23-D-9-c Recurrent training for I/Es (IECQ) shall be scheduled as I/E work days; however, Section [9-E](#) shall apply.

23-D-9-d When an I/E is staffed at the Flight Training Center after the first day of a Bid Period, Section [23-D-2](#) shall apply starting on the Flight Training Center staffing date and Section [5-E](#) shall apply prior to the Flight Training Center staffing date.

23-D-9-d-(1) Example: Assume an I/E reports to the Flight Training Center on the 20th day of a thirty-day Bid Period and receives a line schedule on days 1 through 19. Days 20 through 30 are considered as unavailable days for purposes of Section [5](#) day-off proration, and his line schedule shall be prorated in accordance with Section [5-E](#). For his I/E schedule on days 20 through 30, days 1 through 19 are considered as "absence days" and his I/E schedule will be prorated in accordance with Section [23-D-2](#).

23-E Hours of Service

23-E-1 The scheduled I/E workday consists of no more than eight (8) consecutive hours, exclusive of a one (1) hour meal break. I/E workdays other than temporary duty ("TDY") and line flying that

include deadheading shall be limited to no more than thirteen and one-half (13.5) consecutive hours in the Actual Operation.

23-E-2 I/Es shall receive at least twelve (12) hours free of all duty between training assignments or when going from line flying to a training assignment. The start time of the first work assignment following less than eight (8) days off shall not begin prior to twelve (12) hours later than the end time of the last assignment prior to the days off. Any exceptions to the twelve (12) hour free from duty periods must have the concurrence of the I/E and may occur only after publication of monthly schedules.

Example 1:

Class	Monday	Tuesday	Wednesday	Thursday
Briefing	2000-2200	I/E RDO	I/E RDO	Earliest Reserve Time or Assignment: 1430
Simulator	2200-0200			
Debriefing	0200-0230			

Example 2:

Class	Monday	Tuesday (week 1) through Tuesday (week 2)	Wednesday
Briefing	2000-2200	8 I/E RDOs	Earliest Reserve Time or Assignment: 0001
Simulator	2200-0200		
Debriefing	0200-0230		

23-E-3 An I/E shall not be scheduled for more than six (6) hours in the simulator per day at the Denver Flight Training Center, except for Part 142 events requiring more than six (6) hours to complete two check rides. An I/E may only fill-in on two (2) Part 142 events per Bid Period.

23-E-4 An I/E shall not be scheduled in excess of four and one half (4.5) consecutive hours in the simulator more than two (2) days per Bid Period.

23-F Non-Training Assignments

Administrative/project time shall be assigned by Fleet Management. Without I/E concurrence, administrative/project time shall not be assigned less than one (1) day in advance. An administrative/project time assignment may not be moved to create availability for an open overtime event.

23-G Reserve Assignments

23-G-1 An I/E on reserve shall report to the training facility in a timely manner when notified of a reserve assignment.

23-G-2 An I/E on reserve must provide and maintain current contact numbers with Training Scheduling.

23-G-3 An I/E on reserve shall not be required to report to a training facility unless required for an assignment.

23-G-4 An I/E is released from reserve for the remainder of the day if they have not received an assignment prior to 0900 local time, or if authorized by Flight Training Center Scheduling, whichever is earlier.

23-G-5 When more than one (1) I/E is available on reserve, the I/E with the least qualifications who can perform the training assignment shall be given the reserve assignment. Qualifications used for this determination shall be established through mutual agreement between the Company and the Local Council representatives.

23-G-6 Equally qualified I/Es shall be given a reserve assignment, in the following order:

23-G-6-a An I/E on reserve (RSV) with an unused reserve (RSV or XS) day the day before the reserve assignment;

23-G-6-b An I/E on reserve (RSV) who performed work the previous day and finished prior to 2359;

23-G-6-c An I/E who is on canceled reserve (XS);

23-G-6-d An I/E on reserve (RSV) coming off an I/E RDO;

23-G-6-e An I/E on reserve (RSV) who had an assignment that terminated after 0001 on the same calendar day;

23-G-6-f If more than one (1) I/E is available for any priority above, the I/E whose previous assignment terminated first shall be used. For these purposes, an I/E RDO shall be considered to be an assignment that terminated at 2359.

23-G-7 An I/E may be assigned out of the above priority order for a multi-day assignment only to ensure I/E or seat-fill continuity, provided the above priorities are used if there is more than one (1) I/E available for the required number of days.

23-G-8 A reserve ranking roster shall be posted as agreed to by the Company and the Local Council representatives.

23-G-9 Upon request, if an assignment is made in other than the published reserve ranking roster sequence, the affected I/E shall be advised of the reason.

23-G-10 Notwithstanding Sections [23-G-5](#), [23-G-6](#), and [23-G-7](#), a reserve assignment for which both Instructors and Evaluators are qualified will be assigned to a reserve Instructor before being assigned to a reserve Evaluator.

23-H Overtime Events

23-H-1 Overtime shall be paid for any event conducted on an originally scheduled day off, vacation day (provided the I/E does not go more than three (3) days below the Minimum Annual

Vacation Election in Section [11-E-2](#)), or an event that is conducted on a day in addition to a regularly scheduled event.

23-H-1-a If the overtime event is cancelled within twelve (12) hours after it is awarded, the I/E shall not be compensated.

23-H-1-b If the event is cancelled more than twelve (12) hours after the award, at the I/E's option he may be placed on reserve that day per Section [23-D-6-b](#) with overtime compensation, or have his day off or vacation day restored with no overtime compensation.

23-H-1-c Overtime events are separate events and can only be bundled at TDY locations. When an overtime event occurs at a TDY location, any associated travel day(s) are paid the same as the adjacent overtime event. However, the travel day will not count as an overtime event, but will count as a work day.

23-H-2 Overtime events shall be assigned as follows:

23-H-2-a Assignment order:

23-H-2-a-(1) An overtime event shall be assigned to a qualified I/E volunteer having the fewest number of overtime events for the Bid Period.

23-H-2-a-(2) If multiple qualified I/E volunteers have the same 'fewest number of overtime events for the Bid Period', then when assigning a specific overtime event:

23-H-2-a-(2)-(a) if at least one (1) is an Instructor, then the overtime event shall be assigned to the senior Instructor who is qualified to perform the event.

23-H-2-a-(2)-(b) if none are Instructors, then the overtime event shall be assigned to the senior Evaluator who is qualified to perform the event.

23-H-2-a-(2)-(c) Example: Both an Instructor and Evaluator have the same number of overtime events. For an overtime event for which both the Instructor and Evaluator are qualified, the Instructor will be assigned prior to the Evaluator regardless of their individual seniority.

23-H-2-a-(2)-(d) Example: An Instructor with no overtime events and an Evaluator with one (1) overtime event have volunteered for an overtime event. The event is one which can only be performed by an Evaluator. The Evaluator will be assigned the event even though he has already performed an overtime event in that Bid Period.

23-H-2-a-(3) In addition, an I/E who has been assigned bundled overtime at a TDY location in the previous two (2) Bid Periods shall be bypassed for further bundled overtime at a TDY location if another qualified I/E without bundled overtime at a TDY location in the previous two (2) Bid Periods volunteers for the event. For example, an I/E may not be assigned a bundled TDY overtime event in the March Bid Period if he was awarded a bundled overtime event in either the January or February Bid Periods, unless the only other volunteers were also awarded a bundled overtime event in either the January or February Bid Periods.

23-H-2-b An I/E may be assigned voluntary overtime events, either before the monthly schedule is constructed or after the monthly schedule is awarded, so long as the I/E does not violate the minimum days off for the Bid Period defined in Section [23-D-2-b](#).

23-H-2-c Overtime Posting and Assignment to Management I/Es

23-H-2-c-(1) An available overtime event shall be posted to all I/Es two (2) times, except it may only be posted once if it becomes available within fifteen (15) minutes of the time it can be assigned to a management I/E.

23-H-2-c-(2) Any posting of overtime must be open for at least fifteen (15) minutes, even if the fifteen (15) minutes reduces the time periods listed below. The Company may keep a post open longer than the deadlines listed above, if desired.

23-H-2-c-(3) Assignment to Management I/Es

23-H-2-c-(3)-(a) All posts of available overtime events must remain open until sixty (60) minutes prior to the briefing report time of the event before they can be assigned to a management I/E.

23-H-2-c-(3)-(b) Notwithstanding Section [23-H-2-c-\(3\)-\(a\)](#), posts of available overtime for Period One (i.e., the 0600 to 1000 sim event) must remain open until ten (10) hours prior to the briefing report time of the event before it can be assigned to a management I/E.

23-H-2-c-(4) Examples

23-H-2-c-(4)-(a) An event with a report time of 1600 comes open at 1515 that day. The event requires one (1) posting, which shall remain open for no less than fifteen (15) minutes. The event may not be assigned to a management I/E prior to 1530.

23-H-2-c-(4)-(b) An event with a report time of 0400 comes open at 1755 on the day prior. The event requires one (1) posting, which shall remain open for no less than fifteen (15) minutes. The event may not be assigned to a management I/E prior to 1810.

23-H-2-c-(4)-(c) An event with a report time of 1200 comes open at 1700 the day prior. The event requires two (2) postings (assuming it is not assigned after the first posting). The event may not be assigned to a management I/E until 1100.

23-H-2-d Available overtime events shall be communicated to I/Es as agreed by the Company and the Local Council representatives and a monthly review of overtime event awards shall be conducted with Local Council representatives.

23-H-2-e A monthly list of overtime event awards shall be provided to all I/Es.

23-H-3 Overtime Compensation

23-H-3-a For the first (1st) voluntary overtime event in a Bid Period, the overtime pay for such event shall be five and three-tenths (5.3) hours multiplied by the I/E's best held hourly rate.

23-H-3-b For the second (2nd) voluntary overtime event in a Bid Period, the overtime pay for such event shall be five and three-tenths (5.3) hours multiplied by 150% of the I/E's best held hourly rate.

23-H-3-c For the third (3rd) and any additional voluntary overtime events in a Bid Period, the overtime pay for each event shall be five and three-tenths (5.3) hours multiplied by 200% of the I/E's best held hourly rate.

23-H-3-d Overtime pay shall be pay in addition to the I/E's monthly salary.

23-H-4 No overtime assignment may result in exceeding the maximum scheduled duty day in Section [23-E-1](#), or six (6) hours per day in a simulator in the Denver Flight Training Center (may not be waived).

23-I Temporary Duty ("TDY") Assignments

23-I-1 Temporary duty away from a Company Flight Training Center shall be assigned in a fair and equitable manner. Every attempt shall be made to schedule TDY from a list of available volunteers in line seniority. However, the Company may consider a volunteer I/E's home of record before considering volunteers in line seniority order.

23-I-2 Voluntary TDY assignments from one Company Flight Training Center to another Company Flight Training Center are limited to 120 consecutive days but may be extended beyond 120 days with concurrence of the I/E Representatives.

23-I-3 If there are not enough volunteers, assignments shall be made in inverse seniority order until each I/E has been involuntarily assigned once per Bid Period.

23-I-4 Involuntary TDY shall not exceed fifteen (15) consecutive days.

23-I-5 When involuntary TDY assignments are made, I/Es may be bypassed to take into account qualifications, I/E RDO requests, vacation/military leave, and special assignments.

23-I-6 I/E RDOs associated with TDY shall be scheduled, and additional I/E RDOs above the monthly minimum shall be allocated, as follows:

23-I-6-a TDY of six (6) days or less shall not have any additional I/E RDOs allocated.

23-I-6-b TDY of seven (7) through fourteen (14) days shall have one (1) two (2) day block of I/E RDOs scheduled at the TDY location. One (1) additional I/E RDO shall be allocated to the I/E in that Bid Period.

23-I-6-c TDY of fifteen (15) to twenty-two (22) days shall have one (1) I/E RDO and one (1) two (2) day block of I/E RDOs scheduled at the TDY location. Two (2) additional I/E RDOs shall be allocated to the I/E in that Bid Period or an adjacent Bid Period.

23-I-6-d A TDY of twenty-three (23) to twenty-nine (29) days shall have one (1) I/E RDO and two (2) blocks of two (2) days of I/E RDOs scheduled at the TDY location. Three (3) additional I/E RDOs shall be allocated to the I/E in that Bid Period or an adjacent Bid Period.

23-I-6-e TDY of thirty (30) days or longer shall have all the monthly I/E RDOs taken at the TDY location. No additional I/E RDOs shall be allocated.

23-I-7 I/Es traveling to or from a TDY location may be scheduled up to thirteen and one-half (13.5) hours of work/deadhead (actual limit of fourteen and one-half (14.5) hours) per day. When building the schedule, consideration must be given to the time needed for transfer to/from the airport, hotel and/or simulator, meal breaks, and a thirty (30) minute debrief.

23-I-8 The I/E Representatives shall be consulted regarding the hotel choice for the TDY destination.

23-I-9 I/Es shall be provided positive space travel in accordance with Company business travel policy for flights to and from their TDY location and home or a Company Flight Training Center including any forty-eight (48) hour or greater break in training.

23-I-10 If an I/E's TDY assignment is canceled in its entirety, he may be given a reserve assignment in accordance with Section [23-D-6](#) at the Company Flight Training Center.

23-J Sick Leave

23-J-1 In a thirty-day Bid Period, I/E's are debited 1/17th of ninety (90) hours (5.3 hours) per sick day from their sick bank. In a thirty-one-day Bid Period, I/E's are debited 1/18th of ninety (90) hours (5.0 hours) per sick day from their sick bank.

23-J-2 An I/E may call in sick for full day increments only. Removal from the schedule and placement on sick leave shall be for the number of days specified by the I/E.

23-J-2-a Example 1: An I/E with planned sick leave of fifteen (15) days for a future 30-day Bid Period designates that ten (10) of the days are sick days and five (5) are I/E RDOs. In such case, the I/E shall not be subject to the proration table in Section [23-D-2-a](#), and shall have eight (8) I/E RDOs (plus Thanksgiving, Christmas, and New Year's Day) for the portion of the Bid Period outside the planned sick leave. The I/E's sick bank shall be debited fifty-three (53) hours (i.e., 10x5.3).

23-J-2-b Example 2: An I/E with planned sick leave of fifteen (15) days for a future 30-day Bid Period does not designate the number of sick days. In accordance with the proration table in Section [23-D-2-a](#), the I/E has six (6) RDOs (plus Thanksgiving, Christmas, and New Year's Day) for the portion of the Bid Period outside the planned sick leave. Accordingly, in order to total thirteen (13) days off in the full Bid Period, he shall have seven (7) RDOs accounted for within the fifteen (15) days of absence, leaving eight (8) days of sick leave. His sick bank shall be debited forty-two and four-tenths (42.4) hours (i.e., 8 x 5.3).

23-J-3 Application of Sick Leave to an I/E performing proficiency or TIA flying:

23-J-3-a When an I/E calls out sick for proficiency or TIA flying, their sick bank shall be debited in accordance with Section [23-J-1](#) regardless of the value of the Trip (or portion thereof) actually missed due to the illness.

23-J-3-b If the I/E performed any flying (including deadhead) on the day on which they subsequently called in sick, no sick leave shall be debited.

23-J-3-c When an I/E becomes sick after departing on the originating leg of their current Trip, the Trip will be rebuilt using the next legal deadhead back to the I/E's Base (if necessary) to establish the length of that rebuilt Trip. If the number of days in the original Trip are in excess

of the number of days in the rebuilt Trip, the I/E will be charged sick leave for those excess days.

23-J-3-d An I/E who calls sick for a Trip that would otherwise increase their salary for the Bid Period shall have the Trip removed from their schedule, shall not have their salary increased, and their sick bank shall not be debited.

23-K Line Flying

23-K-1 Line Flying as Pilot-in-Command (“PIC”)

23-K-1-a An Evaluator may fly as PIC, except that for purposes of Fly Days, Open Time Pickup and TIA Flying, a B777, B787, A350 or A380 Evaluator can only fly as PIC if the Evaluator is senior to the most junior Active Pilot in any B777, B787, A350 or A380 Captain Category.

23-K-1-b An Instructor may fly as PIC if they are senior to the most junior Active Pilot in a Captain Category for the Equipment in which they are an Instructor.

23-K-1-b-(1) If a qualified Instructor (i.e., an Instructor who is cleared to conduct training) requires additional training to perform flying as a PIC, the Company shall provide such training, in order of Instructor line seniority. An Instructor may decline such training or bypass the opportunity for such training with the right to request such training at a later date.

23-K-1-b-(2) The Company may not provide training required to perform flying as a PIC to an Instructor who is not qualified as an Instructor or who has been an Instructor for less than six (6) Bid Periods. Notwithstanding this Section [23-K-1-b-\(2\)](#), a new hire full-time Instructor who is already a Captain on the Equipment on which they will be instructing may fly as a PIC provided they meet the requirements in Section [23-K-1-b-\(3\)](#).

23-K-1-b-(3) In order to fly as a PIC, the Instructor must have completed at least twenty-four (24) Bid Periods of combined line operations and instructing on the Equipment in which they will fly as a PIC.

23-K-1-b-(3)-(a) Following a safety risk assessment conducted with the participation of the ALPA Central Air Safety and Training Committees, this limitation may be reduced to no less than eighteen (18) Bid Periods of combined line operations and instruction.

23-K-1-b-(4) An Instructor who undergoes training to fly as a PIC must satisfy all “high minimum” requirements and be fully qualified as a PIC prior to returning to full-time Instructor duties. While satisfying “high minimum” requirements, the Instructor may be scheduled for no more than four (4) days of work at the Flight Training Center per Bid Period, though the Instructor may be scheduled for more than four (4) days of work at the Flight Training Center in a Bid Period in which the Instructor is projected to satisfy “high minimum” requirements with any events in excess of four (4) scheduled after the projected satisfaction of “high minimum” requirements.

23-K-1-b-(4)-(a) During the time an Instructor is performing flying to satisfy “high minimum” requirements, the Instructor will be built a schedule in accordance with Section [23-D-2](#), with fly days replacing all work days in excess of the permitted four (4) days of instruction. The additional fly days awarded shall not count towards the

required annual allocation contained in Section [23-K-5-a-\(1\)](#) and may be prorated for the Bid Period if the Pilot is projected to satisfy “high minimum” requirements during the Bid Period.

23-K-1-b-(4)-(b) An Instructor performing flying to satisfy “high minimums” requirements shall do so through FBO. Any such flying shall contain an average of no less than four hours and thirty minutes (4:30) of block time per day, net of any block time accrued via deadhead or in the non-flying position of an augmented crew, and it is expected that the Instructor will perform flying on the same number of days as fly days awarded. The Company may remove an Instructor from a Trip that does not satisfy these requirements.

23-K-1-b-(4)-(c) For example, based on the requirements of Section [23-K-1-b-\(4\)-\(b\)](#), an Instructor requires an additional five (5) fly days in order to satisfy “high minimum” requirements. The Instructor may be scheduled for more than four (4) days of work at the Flight Training Center in the Bid Period, though no more than four (4) of those days may occur prior to the fifth (5th) additional fly day.

23-K-2 When planning to perform any Flight Training Center event prior to a flight assignment (other than deadheading) in the same Duty Period, the I/E’s scheduled duty day may not exceed three and one-half (3.5) hours less than any applicable FAR or contractual duty limit.

23-K-3 If an I/E intends to deadhead before or after conducting training during a single Duty Period, the scheduled Duty Period shall be governed by Section [5](#). An I/E who is conducting proficiency flying using FBO may be scheduled for a deadhead within a single Duty Period after conducting training that exceeds the Section [5-E-1-d-\(1\)](#) Duty Period limits so long as the I/E would be scheduled for an Off-Duty Period of at least twelve (12) hours at the layover station prior to report and satisfies all other legalities.

23-K-4 An I/E who is qualified to maintain currency through a 439a landing currency event is responsible for maintaining his landing currency; otherwise an I/E will be scheduled for a landings class (LDRQ) on a scheduled day of work at FTC. An I/E who is qualified to maintain currency through a 439a landing currency event will be allowed to utilize available Company simulator devices to perform required landings to maintain currency, but will not be provided additional work days to maintain currency. If an I/E is having difficulty finding necessary simulator time the I/E shall work with their Scheduling Manager to find such time.

23-K-5 Fly Days

23-K-5-a Fly Day Allocation and Required Flight Hours

23-K-5-a-(1) A minimum of thirty (30) additional RDOs for annual Fly Days shall be allocated for A320, B737, EMB 190/195, CRJ900, and A220 I/Es each year from the January Bid Period to the December Bid Period. A minimum of thirty-six (36) additional RDOs for annual fly days shall be allocated for B756, B777, B787, A330, A350, and A380 I/Es each year from the January Bid Period to the December Bid Period.

23-K-5-a-(2) I/Es on the A320, B737, EMB 190/195, CRJ900, and A220 fleets shall be required to complete seventy-two (72) flying hours each year from the January Bid Period

to the December Bid Period. I/Es on the B756, B777, B787, A330, A350, and A380 fleets shall be required to complete eighty-six (86) flying hours each year from the January Bid Period to the December Bid Period.

23-K-5-a-(3) The annual allocation of RDOs for Fly Days and the annual flying hour requirements shall be prorated for periods of unavailability. Flying performed in accordance with Section [23-K-6](#) shall not apply toward satisfying the flying hour requirements.

23-K-5-b The Company shall normally allocate I/E RDOs for Fly Days each Bid Period. However, the Company may defer allocation of RDOs for Fly Days to the next Bid Period and, with I/E concurrence, to the subsequent (third (3rd)) Bid Period.

23-K-5-c The number of I/E RDOs and I/E VDOs in excess of the minimum required in any given Bid Period shall be available to meet the thirty (30) (or thirty-six (36) fly day requirement.

23-K-5-d The I/E may use any day to meet the annual proficiency flying requirement. An I/E's required flying hours may be satisfied using either FBO or Open Flying at the I/E's discretion.

23-K-5-e Open Time Pick Up

23-K-5-e-(1) I/Es may pick up open time in accordance with Section [20](#).

23-K-5-e-(2) For Trips picked up from Open Time on days off (other than TIA), I/Es shall receive Add Pay for the incremental pay value of the Trip in excess of five and three-tenths (5.3) hours average per day (if any), in addition to their monthly salary. For example, an I/E who, on his days off, picks up an open EWR two-day Trip with a Pay Value of twelve (12) hours shall receive one and four-tenths (1.4) hours of Add Pay in addition to his monthly salary. Notwithstanding Section [3-I-2](#), the 'greater of' comparison made in this Section [23-K-5-e-\(2\)](#) shall be on the basis of pay hours.

23-K-5-e-(3) Notwithstanding Section [23-K-5-e-\(2\)](#), Open Time Trips originating from the Denver Pilot Base, and flying obtained through FBO shall not receive such Add Pay.

23-K-5-f In order to avoid a conflict between line flying and a reserve day, the following shall apply:

23-K-5-f-(1) An I/E who picks up or FBOs a Trip with a scheduled end time after 1600 the day before an unassigned reserve day shall be considered to have waived the twelve (12) hours free-from-duty requirement in Section [23-E-2](#).

23-K-5-f-(2) Prior to scheduled release on an unassigned reserve day, an I/E shall be prohibited from picking up or FBOing a Trip with a scheduled report time before 1300 on the day after the unassigned Reserve Day.

23-K-5-f-(3) An I/E with an assignment on a reserve day may not pick up or FBO a Trip that reports earlier than ten (10) hours after the scheduled end of the assignment.

23-K-5-g I/Es who conduct line flying (other than TIA) after meeting their annual flying hours requirement may only do so using FBO.

23-K-5-h If the I/E is going to FBO a Trip from a line Pilot, the I/E is responsible for attempting first contact with the FBO Pilot. If unable to contact the Pilot, the I/E must contact Crew Scheduling for assistance.

23-K-5-i If due to operational circumstances beyond the I/E's control (e.g., reassignment) an I/E will not meet the flying hour requirements, the I/E may present a copy of the Trip to fleet management within fourteen (14) days of the last Duty Period in the Trip. Fleet Management shall review the Trip and award additional I/E RDOs in order to meet the requirement if appropriate. If the additional I/E RDOs extend beyond the year, the I/E RDOs allocated shall not count toward the annual fly day allocation for the next year.

23-K-5-j If an I/E is FBO'd from a Trip, the I/E shall be credited for the flying hours of the Trip toward his annual flying hours requirement. An I/E may not FBO a trip from another I/E without Company concurrence.

23-K-5-k Requests by I/Es to deviate from scheduled deadhead must be coordinated through Crew Scheduling.

23-K-5-l An I/E's annual proficiency flying must be accomplished on or before the end of the December Bid Period. On a monthly basis, the Company shall provide an accounting of year to date annual flying hours to each I/E in order to ensure adequate time to determine the I/E's remaining flying hour obligation. I/Es who do not fulfill their flying hour obligation by the end of the December Bid Period shall not have the opportunity to make up the flying in the following year. Fleet Management shall resolve any end of year discrepancies beyond the control of the I/E in consultation with the I/E Representatives.

23-K-5-m An I/E's OE requirement will not be scheduled on Fly Days, even if requested by the I/E to do so.

23-K-6 Training Instructor/Evaluator Add (TIA)

23-K-6-a I/Es may not pickup TIA flying which conflicts with their I/E assignments.

23-K-6-b A Trip that is available to Out of Base Lineholders with premium pay shall be available to an I/E for TIA. An I/E shall only receive the TIA pay as defined in Section [23-K-6-d](#). The I/E shall not receive the Lineholder premium attached to the Trip.

23-K-6-c TIA shall only be available on days off, after release from reserve, or on a work day after completion of an assignment. I/Es may not pick up TIA flying on a work day until released by Flight Training Center Scheduling.

23-K-6-d TIA shall be paid at the I/E's appropriate hourly rate (regardless of seat flown) multiplied by the pay value of the Trip flown. TIA pay is additional to his monthly salary.

23-K-6-e An I/E may pick up TIA flying even if he has reached his annual flying hour requirement.

23-K-6-f If an I/E loses the originating leg (not the positioning flight from the training center city) of a TIA Trip, the I/E will have no obligation for further flying under Section [20-F-1](#). Additionally, the I/E's pay shall be handled as follows:

23-K-6-f-(1) If an I/E is advised of the loss of flying prior to Report Time of the originating leg of the open Trip (not the positioning flight from the training center city), they will lose the TIA pay.

23-K-6-f-(2) If the I/E is advised of the loss of flying after actually reporting at Report Time to the first leg of the open Trip (not the positioning flight from the training center city) they will be protected for the TIA pay.

23-K-7 Deadhead segments to/from flying assignments shall be included as part of the Trip.

23-K-8 When an I/E has a scheduling conflict between line flying and Flight Training Center assignments, the I/E shall be responsible at his earliest convenience for notifying Flight Training Center Scheduling and Crew Scheduling, as appropriate.

23-K-9 Deadhead segments to/from flying assignments will not be included when complying with Sections [5-E-12-a](#), [5-E-12-b](#), and [5-E-12-d](#).

23-K-10 I/Es while performing line flying are not eligible for Premium Pay under [20-H-4](#) and [20-H-5](#), but will be eligible for all other Add Pay. If an I/E performing line flying is reassigned or operates a delayed Trip into a day off, the day off shall be restored unless the Trip contains more than five (5) additional flying hours than the originally scheduled Trip. If restoration is required, it shall occur within the next three (3) Bid Periods for which the I/E is scheduled to perform work at FTC.

23-K-11 Notwithstanding Section [2-YY](#), for I/E flying that includes an FRMS Flight Segment, a one (1) minute "fake" Flight Segment may be built to and from the departure Base of the original Trip from and to DEN to accommodate FRMS acclimation tracking requirements.

23-K-11-a For example, a DENTK 787 I/E flying a LAX-MEL Trip will have a one (1) minute LAX-DEN Flight Segment built prior to the DEN-LAX deadhead positioning Flight Segment and a one (1) minute DEN-LAX Flight Segment following the LAX-DEN deadhead positioning Flight Segment. These one (1) minute Flight Segments are to ensure proper FAR 117 tracking of crew legalities using the current legality checking process.

23-L Compensation

23-L-1 The rate of pay for I/Es shall be determined as follows:

23-L-1-a Ninety (90) hours per Bid Period at the hourly rate (or blended rate if applicable) for the I/E's Best Held Position, plus the override provided in Section [23-L-2](#). "Best Held Position" is defined as the highest paying Position in which a Pilot junior to the I/E holds an award pursuant to Section [8](#).

23-L-1-b Notwithstanding Section [23-L-1-a](#), all Instructors shall have their hourly pay rate capped at the twelfth (12th) year Captain A320 blended pay rate, plus the override provided in Section [23-L-2](#). This capped hourly pay rate applies to all references to 'best held' pay rates in Section [23](#).

23-L-1-c Evaluators (including Job Share Evaluators in an Evaluator bid period) who are qualified as an LCP shall be paid the greater of (1) the compensation set forth in Section [23-L-1-a](#) including the override in [23-L-2](#), or (2) the hourly (blended) rate applicable to the aircraft they are qualified in and evaluate on, plus the hourly LCP override, multiplied by 90

hours. Such comparison shall be on a dollar-for-dollar basis. For Evaluators paid under option (2), the LCP override shall only apply to their base pay (90 hours). As an example, the LCP override would not be added to the hourly rate for an Evaluator performing an overtime event.

23-L-2 In addition, Instructor and Evaluator overrides for Bid Periods acting in the capacity of Instructor or Evaluator shall be paid as follows. Such amounts shall be indexed to the average hourly Pilot pay rate increase as reflected in Section [3-A](#) (rounded to the nearest dollar) for any change occurring after the January 2027 Bid Period:

Instructor/Evaluator Qualification	Oct 2023	After Snap-up DAL	Jan 2024	Jan 2025	Jan 2026	Jan 2027
Evaluator - Aircrew Program Designee (APD)	\$1776	\$1795	\$1885	\$1961	\$2039	\$2100
Evaluator - LCP	\$1616	\$1633	\$1715	\$1784	\$1855	\$1910
Evaluator - Simulator Check Airman (SCA)	\$1456	\$1471	\$1545	\$1607	\$1671	\$1721
Instructor- Validation Qual (PV or MV)	\$1456	\$1471	\$1545	\$1607	\$1671	\$1721
Instructor	\$976	\$986	\$1035	\$1077	\$1120	\$1153

23-L-3 Pilots who function as an I/E in the Equipment type for which they are currently qualified shall begin receiving Instructor or Evaluator pay upon reporting to the Flight Training Center. Pilots who require training for the Equipment in which they shall be instructing shall begin receiving I/E pay upon completion of LOE, but not later than forty-five (45) days after reporting to the Flight Training Center, provided they successfully complete the training necessary to become an I/E.

23-L-3-a I/E override pay shall begin on the day the I/E reports to the Flight Training Center, and shall be prorated based on the number of days in the Bid Period for which the I/E is staffed in the Flight Training Center.

23-L-4 When an I/E returns to the line, he shall continue to receive I/E pay plus prorated override until the Pilot completes LOE for his new line assignment. If training is not required, pay is effective the first (1st) day of the Bid Period as a line Pilot.

23-L-5 Subsequent to a bid award resulting in an hourly rate change for an I/E, the effective date for the pay status change shall be as follows:

23-L-5-a The first (1st) day of the Bid Period following the bid award for an I/E whose hourly rate increases, or

23-L-5-b The published effective date of the bid for an I/E whose hourly rate decreases.

23-L-6 In a thirty-day Bid Period, an I/E's 90-hour salary shall be reduced by 1/17th (5.3 hours) for each work day missed due to an unpaid absence. In a thirty-one-day Bid Period, an I/E's 90-hour salary shall be reduced by 1/18th (5.0 hours) for each work day missed due to an unpaid absence. Qualification override is not prorated due to unpaid absences, but when an I/E's unpaid absence(s) cover the entire Bid Period, he shall not receive the qualification override.

23-M Vacancy Bidding

23-M-1 There is no freeze incurred for the training required to become an I/E.

23-M-2 A full time I/E shall not incur a freeze for a line vacancy award made as a "paper bid".

23-M-3 When an I/E utilizes a line vacancy award to return to the line in accordance with Section [23-Q-3](#), the I/E shall incur any training freeze applicable to the I/E's vacancy award minus the period from the award date to the effective date of the award. For example, an I/E awarded a vacancy on June 28, 2023 with an effective date of October 30, 2023 that would normally incur a twenty-four (24) month training freeze in accordance with Section [8-D-1-a](#) and who voluntarily returns to the line to begin training on June 28, 2024 as a result of that award shall be subject to a training freeze of twenty (20) months.

23-N Paid Move

23-N-1 A Pilot transferring to or from a full-time position in a Company Flight Training Center shall be eligible for a paid move in accordance with Section [10](#).

23-N-1-a This eligibility does not apply to Pilots transferring between the Denver Pilot Base and the Denver Flight Training Center.

23-N-1-b There is no freeze associated with the move.

23-N-2 A full-time I/E transferring or who is surplus from one Flight Training Center location to another is eligible for a paid move in accordance with Section [10](#).

23-N-3 TDY assignments of thirty (30) days or more shall not count against any time limits specified in Section [10](#).

23-O Expenses

23-O-1 During line flying and jumpseat observation required for proficiency and associated deadheading, the Company shall provide I/Es with lodging, ground transportation, and expenses in accordance with Section [4](#).

23-O-2 While on TDY assignments, I/Es shall receive twenty-five dollars (\$25) per day plus per diem in accordance with Section [4-E-1](#) while conducting any training/checking or other duties away from their assigned Flight Training Center location. For purposes of Section [4-E-1](#), a travel day on an I/E's calendar is a "required day on duty" and/or a "Duty Period".

23-O-3 For Company required meetings when meals are provided, the twenty-five dollars (\$25) per day provision above does not apply. Any reasonable and actual business expenses not covered above shall be paid in accordance with Section [4-E-3](#).

23-O-4 When conducting I/E duties away from the I/E's assigned Company Flight Training Center, a rental car shall be authorized by Fleet Management if adequate transportation is not available or other extenuating circumstances exist.

23-O-5 Expenses for an I/E receiving training shall be paid in accordance with Section [9](#) of the Agreement.

23-P Vacation

23-P-1 Vacation Accrual

I/Es shall accrue vacation in accordance with Section [11](#) of the Agreement.

23-P-2 Vacation and Vacation Days Off (I/E VDOs)

The maximum number of I/E RDOs that can be assigned to one (1) vacation period applies to annual and monthly vacation awards. In addition, I/E RDOs may be requested prior to or following a vacation period up to and including the full allocation of monthly I/E RDOs remaining. These requests shall be honored to the maximum extent possible, in seniority order and before the I/E RDO requests of I/Es that do not have vacation.

23-P-3 When combined vacation days, I/E RDOs, and I/E VDOs exceed available days in the Bid Period, the excess vacation days shall be extended into the adjacent Bid Period.

23-P-4 The following maximum number of I/E RDOs (shown in the table below as I/E VDOs) can be scheduled as part of a vacation period:

Vacation Days	I/E VDOs (I/E RDOs in vacation period)	Vacation Days	I/E VDOs (I/E RDOs in vacation period)	Vacation Days	I/E VDOs (I/E RDOs in vacation period)
1	0	11	1	21	3
2	0	12	1	22	3
3	0	13	2	23	3
4	0	14	2	24	3
5	0	15	2	25	3
6	1	16	2	26	3
7	1	17	2	27	4
8	1	18	2	28	4
9	1	19	2	29	4
10	1	20	3	30/31	4

23-P-5 Annual Vacation Bidding

23-P-5-a Annual vacation bidding or modifications shall be conducted in accordance with Section [11](#) of the Agreement. Vacations are awarded in order of seniority within each fleet and position as Instructor or Evaluator.

23-P-5-b Prior to the close of monthly I/E RDO bidding preceding a vacation month, an I/E may request to slide the starting date of his vacation by up to three (3) days earlier or later than his published vacation start date. Vacation slides greater than three (3) days must be

approved by Flight Training Center Scheduling. Vacation slides must remain within the scheduled Bid Period.

23-P-5-c For a period of ten (10) days following annual vacation awards in the Flight Training Center, an I/E may move a scheduled vacation period to another period in seniority order within position for which an unassigned vacation period exists in the same fleet, position, and location. Unassigned vacation periods following annual awards shall be posted in a manner mutually agreeable to the Company and the Local Council representatives.

23-P-5-d With approval of the Company, an I/E may trade a vacation of equal length with another I/E in the same fleet, position, and location.

23-P-5-e Notwithstanding Section [11](#), with Company approval, awarded seven (7) day vacation periods may be split after publication of the monthly schedule (provided in Section [23-D-1](#)) for the Bid Period containing the vacation.

23-P-6 Monthly Vacation Bidding

23-P-6-a I/Es have the option to bid for unassigned vacation periods on a Bid Period basis in line seniority order. Monthly vacation bidding can be accomplished any time up until the twenty-fifth (25th) of the month prior to the close of monthly I/E RDO bidding for any weeks remaining within the current vacation year.

23-P-6-b Notification of a monthly vacation award shall be given to the I/E no later than the first (1st) day of the Bid Period preceding the month in which the vacation is awarded. If an I/E does not receive this notice he shall not be required to take the awarded vacation.

23-P-7 Vacation Drops

23-P-7-a Based on available manpower, as determined by Flight Training Center Scheduling, an I/E may be allowed to drop an assignment(s) or reserve day with pay, reducing the next year's vacation accrual on a day for day basis. Next year's accrual shall be handled in accordance with Section [11](#).

23-P-7-b Vacation Drop requests shall be considered on a first-come, first-served basis, subject to the needs of the Company.

23-Q Return To Line Assignment

23-Q-1 An I/E shall be given forty-five (45) days written notice prior to reassignment to line flying in the event of a surplus in a particular fleet. All surplus dates must be the first day of a Bid Period.

23-Q-1-a Any I/Es who do not transfer to another I/E position in a Flight Training Center pursuant to Section [23-B-5](#) shall be returned to the line in inverse seniority order.

23-Q-1-b I/Es may accept voluntary surplus under terms outlined in Section [8](#) of the Agreement. Any surplus I/Es returning to the line shall be entitled to a surplus in accordance with Section [8](#).

23-Q-2 An I/E removed from I/E status due to documented inadequate performance:

23-Q-2-a Shall not be entitled to a surplus. Instead, the I/E shall return to his Category no sooner than the beginning of the next Bid Period for which he has an opportunity to bid.

23-Q-2-b Shall not be considered surplus for the application of Section [23-B-5](#).

23-Q-2-c Shall be eligible for a paid move in accordance with Section [23-N](#).

23-Q-3 The I/E shall return to his current Category when voluntarily returning to the line. An I/E leaving I/E status voluntarily must give at least forty-five (45) days' advance notice to the Senior Manager - Fleet Training, unless a shorter notice time is mutually agreed to. The return date submitted by the I/E must be the first day of a Bid Period.

23-Q-4 Return to the Line Following Surplus or Voluntary Return for Full-Time I/Es

23-Q-4-a An I/E shall be released from work obligation if, after ninety (90) days following the return date the I/E submitted under Section [23-Q-3](#) or the surplus date under Section [23-Q-1](#), required training has not begun. This ninety (90) day period shall be suspended during a disruption to his training schedule as defined in Section [8-F-8-b](#).

23-Q-4-b An I/E who does not require training may be retained as an I/E for no longer than ninety (90) days following the return date the I/E submitted under Section [23-Q-3](#) or the surplus date under Section [23-Q-1](#). The I/E must be notified no later than the tenth (10th) day of the calendar month prior to the Bid Period for which he will be retained as an I/E (e.g., no later than May 10 for the June Bid Period). Any retention of an I/E in accordance with this Section [23-Q-4-b](#) shall be offered in seniority order (or, if insufficient volunteers, assigned in inverse seniority order) and must be in increments of a full Bid Period. Once an I/E has been activated in his line assignment, he is no longer considered an I/E, and may regain I/E status only under the provisions of Section [23-B-5](#).

23-Q-4-c Notwithstanding Section [23-Q-4-b](#), a JS I/E shall return to the line (i.e., lose his status as an I/E) on the return date the I/E submitted under Section [23-Q-3](#) or the surplus date under Section [23-Q-1](#).

23-Q-5 Return to the Line Following Surplus or Voluntary Return for Job Share I/Es

23-Q-5-a A Job Share I/E who is returning to the line, and who needs aircraft training to qualify or re-qualify for a newly awarded line assignment, shall give notice to FTC management of their intent to return to the line upon learning of the new award. The Job Share I/E and Fleet Management will discuss the expected timeline for the Job Share I/E's transition training and conclusion of I/E duties.

23-Q-5-b A Job Share I/E who is returning to the line, and who needs aircraft training to qualify or requalify for a newly awarded line assignment obtained through vacancy bidding or displacement may be scheduled to begin qualification or requalification training in a "line month" or "FTC month", including "flex" months pursuant to Section [23-R](#), and will be paid as follows until the first day of OE per Section [23-L-4](#):

23-Q-5-b-(1) For the portion of training scheduled during any "FTC month", pay in accordance with Section [23-L](#);

23-Q-5-b-(2) For the portion of training scheduled during any line month, pay in accordance with Section [3-E](#). Line pay for time spent in training for the new assignment during as "line month" will be paid at the I/E's pay rate for the existing line Category, unless the new pay rate has been triggered under Section [8](#) (i.e., if the Job Share I/E has qualified for delayed

activation pay or pilot-for-pilot pay protection for the awarded Category, such pay rate shall apply during any training scheduled during a “line month”).

23-R Job-Share (JS) I/E

23-R-1 Minimum Full Time Staffing Requirements

23-R-1-a At least twenty percent (20%) of the Pilot Manpower Equivalent (“PME”) staffed as Evaluators, by fleet, shall be full time Evaluator positions.

23-R-1-b At least seventy-five percent (75%) of the PME staffed as Instructors, by fleet, shall be full time Instructor positions.

23-R-1-c When calculating the required full time Evaluator or Instructor positions, fractions shall be rounded to the next higher full time position.

23-R-1-c-(1) Example: 787 Evaluators are staffed to eleven (11) PME. Applying twenty percent (20%) to eleven (11) PME is two and two-tenths (2.2) full time Evaluators, which rounds to three (3).

23-R-1-d Should the annual total “flex in” of JS Instructors or Evaluators, by fleet, exceed an average of two “flex in” Bid Periods per JS Instructor or Evaluator, then, upon request, the Company and Local Council representatives shall meet to discuss manpower issues in the affected fleet. If the parties are unable to reach agreement to address the manpower issues, the issue may be referred to the Managing Director of Training, the senior-most flight-qualified Vice-President in charge of Flight Operations and the Master Chairman for resolution.

23-R-1-d-(1) Example: There are four (4) JS Instructors (equivalent to two (2) PMEs) in a fleet. In a normal annual rotation there would be twenty-four (24) Bid Periods assigned to FTC and twenty-four (24) Bid Periods on the line for the group. In a specific calendar year, the Company flexes in the JS Instructors in the fleet a total of nine (9) times, for an annual allocation of thirty-three (33) Bid Periods at FTC and fifteen (15) Bid Periods on the line. As the nine (9) flex-in Bid Periods across four (4) JS Instructors exceeds an average of two (2) “flex-in” Bid Periods per JS Instructor in the fleet (which would be a total of eight (8) “flex-ins”), the review may be requested. For the purpose of this calculation, the allocation of the nine (9) flex-in bid periods among the four (4) JS Instructors is not material.

23-R-1-e When there are unfilled full time Evaluator or Instructor vacancies on a fleet, the Company may exceed the floors provided in Section [23-R-1-a](#) and [23-R-1-b](#), respectively, provided that (-1-) the Company maintains a “rolling” vacancy for the unfilled full time position(s) and (-2-) all JS Instructors or Evaluators, as applicable, in the fleet are offered the opportunity to “flex” in to the Flight Training Center during any Bid Period in which the floor has not been met.

23-R-1-f Any Instructor employed as a full time Instructor as of date of signing of this Agreement shall continue to be employed as a full time Instructor on that fleet until the Instructor leaves the position in accordance with Section [23-Q](#) or voluntarily accepts another position at the Flight Training Center. In any case, an I/E that is not a JS shall not be required to convert to JS status without his concurrence.

23-R-2 Qualifications and Hiring

23-R-2-a A JS I/E must hold a bid award in the line Status and Equipment for which he is seeking a JS position.

23-R-2-b A JS Instructor must be a Captain or First Officer on the fleet on which he instructs. A JS Evaluator must be a Captain on the fleet on which he instructs/evaluates.

23-R-2-c Vacancies for JS Instructor or Evaluator positions must first be offered to full time Instructors or Evaluators, respectively, on that fleet that hold a bid award on that fleet, in seniority order. Likewise, vacancies for full time Instructor or Evaluator positions must first be offered to JS Instructors or Evaluators, respectively, on that fleet, in seniority order.

23-R-2-d When hiring into JS Instructor positions in accordance with Section [23-B-5-d](#) (from the line), consideration shall be given to ensuring proportional representation of JS Instructor from Equipment-Bases through the system. Namely, JS Instructor hires should not disproportionately come from a particular Equipment-Base if similarly qualified candidates are available in other Equipment-Bases.

23-R-2-e A full time Instructor or Evaluator who transitions to a JS Instructor or Evaluator position, respectively, will be scheduled for work at the Flight Training Center during their first two (2) “fly” months following the effective date of the transition. The transitioning I/E shall not be considered “flexed in” for the purpose of Section [23-R-1-d](#) or Section [23-R-3-c](#), but shall otherwise receive all other benefits of being a Job Share I/E, including the scheduling of RDOs for fly days in accordance with Section [23-R-3-d](#).

23-R-3 JS Rotation

23-R-3-a An even number of Pilots in the same fleet and Status may alternate duty as an I/E in the same fleet and position on a Bid Period basis. One Pilot shall normally fly the line on his awarded bid, while another Pilot shall normally perform I/E duties at a training facility. The Company, however, shall permit flexibility in this monthly scheduling rotation, provided the Company and both Pilots concur as to any alterations proposed by the Pilots. For example, a JS I/E who is scheduled to work in a Training Center during February may request to remain on the line instead, provided an I/E in the same fleet and Status who was scheduled to work on the line remains in the Training Center during that month.

23-R-3-b A JS I/E shall be scheduled in the same manner as a full time Instructor or Evaluator, except that he shall not be allocated RDOs for fly days. Except for provisions contained in Section [23-R-9](#), partial month assignments shall not be made.

23-R-3-c Notwithstanding any other provisions in Section [23-R](#), with Pilot concurrence, JS I/Es may be flexed for a full Bid Period to a Flight Training Center or to a line assignment out of normal rotation and without a corresponding offset in the normal rotation of another JS I/E. However, a JS I/E may not be flexed to the line more than two (2) Bid Periods a year and in no event may the flex cause a JS I/E to work more than three (3) consecutive Bid Periods on the line in a year. The opportunity to flex shall be offered in seniority order by position. Once awarded, a Job Share I/E’s scheduled Line and FTC months will only be modified in accordance with this Section [23-R-3-c](#).

23-R-3-d Notwithstanding Section [23-R-3-b](#), when flexed into the Flight Training Center during an originally scheduled line Bid Period, two (2) RDOs for fly days shall be allocated in the A320, B737, EMB190/195, CRJ900, and A220 fleets and three (3) RDOs for fly days shall be allocated in the B756, B777, B787, A330, A350, and A380 I/Es fleets in that Bid Period. If a JS I/E is flexed into the Flight Training Center such that he is serving a fourth (4th) consecutive Bid Period in the Flight Training Center, the JS I/E shall be assigned RDOs for fly days for that Bid Period and any subsequent Bid Period at the Flight Training Center, as prescribed above, until he has another line Bid Period. A JS I/E is expected to perform proficiency flying during Bid Periods in which the JS I/E is awarded fly days in accordance with this Section [23-R-3-d](#).

23-R-3-e In no case shall a JS I/E be flexed into the Flight Training Center to increase PME during a period in which Pilots are on Involuntary Furlough, or Pilots are being displaced in anticipation of the effective date of a furlough. Namely, under these circumstances the Company may only flex a JS I/E into the Flight Training Center to maintain PME due to another I/E(s) being unavailable.

23-R-3-f The Company must declare a flex month on or before the twenty-fifth (25th) day of the month two (2) months prior to the flex month. For example, before June 25th for an August flex month.

23-R-4 JS I/Es whose primary residence is outside of a 120 mile radius of the Flight Training Center shall be entitled to the following travel and lodging benefits:

23-R-4-a On-Line positive space travel in accordance with Company business travel policy (NRPS) to and from their training location and their primary residence. In lieu of On-Line positive space travel (NRPS) and with prior approval of fleet management, I/Es may drive their own vehicles to training events. Mileage expense is reimbursed in accordance with the rate outlined in the Company expense policy.

23-R-4-b Company-provided lodging, using procedures outlined in the Company travel policy, during their Flight Training Center month, and the night before and after each Trip or each reserve day during their flying month.

23-R-4-c A JS I/E who is eligible for lodging shall receive per diem calculated from the briefing time for the first event and ending at the debrief time for the last event within a consecutive number of days worked (regardless of the specific nights the JS I/E utilizes lodging provided in accordance with Section [23-R-4-b](#)).

23-R-5 JS I/Es who reside within a 120 mile radius of the Denver Flight Training Center but do not have an available Equipment-Base in Denver or are junior to the junior-most Pilot in their Equipment at the Denver Equipment-Base shall be entitled to the following travel and lodging benefits:

23-R-5-a On-Line positive space travel in accordance with Company business travel policy (NRPS) to and from their flying Base and their primary residence.

23-R-5-b Company-provided lodging at their flying Base, using procedures outlined in the Company travel policy, for the night before and after each Trip or each reserve day during their flying month.

23-R-6 Return to the Line

23-R-6-a JS I/E assignments are predicated on the continued staffing of an even number of JS I/Es in the same fleet and Status.

23-R-6-b A JS I/E who is leaving a JS I/E assignment must immediately notify Fleet Management.

23-R-6-c An odd number of JS I/E in a given fleet and Status, as a result of a return to the line, may exist for no more than six (6) Bid Periods; while that odd number of JS I/E exists, the most junior JS I/E in that fleet and Status cannot flex to the line. If the number of such JS I/E remains odd for more than six (6) Bid Periods, the most junior JS I/E shall be surplus, effective with the first day of the seventh (7th) Bid Period. Notwithstanding Section [23-Q-4](#), that most junior JS I/E may not be scheduled to work in a Training Center after the surplus effective date.

23-R-6-d The Company may elect to maintain an even number of JS I/E by offering, in seniority order, a full time position to another JS I/E in the same Status and fleet; if the Company so elects, then, notwithstanding Section [23-B-5](#), no vacancy posting is required.

23-R-7 JS Surplus and Recall

23-R-7-a If a surplus is required in a fleet that includes JS I/Es, the following shall apply:

23-R-7-a-(1) All JS I/Es shall be surplus in inverse seniority order prior to any involuntary surplus of a full time I/E.

23-R-7-a-(2) A full time I/E may accept a voluntary surplus in lieu of a JS I/E in accordance with Section [23-Q-1-b](#). Any full time I/E who accepts a voluntary surplus shall not be considered in establishing the required full time staffing after a surplus in accordance with Section [23-R-7-a-\(4\)](#).

23-R-7-a-(3) Should the voluntary surplus of a full time Instructor bring the Company out of compliance with the balancing requirements of Section [23-R-1](#), the Company shall offer full time Instructor positions to existing JS Instructors in that Fleet in seniority order to restore the balance. This provision shall not apply to restoring the balance of Evaluators.

23-R-7-a-(4) Should full time I/Es be involuntarily surplus, the number of full time positions in the fleet as of the effective date of the surplus must be restored prior to hiring or recalling of JS I/Es. This requirement shall continue for thirty-six (36) months after the effective date of the applicable surplus.

23-R-7-b Examples

23-R-7-b-(1) On December 31, 2022 there are eighty (80) full time Instructors on a fleet (assume all JS Instructors have already been surplus). Five (5) full time Instructors are involuntarily surplus with an effective date of January 1, 2023. An additional five (5) full time Instructors are involuntarily surplus effective January 1, 2024. Any hiring prior to January 1, 2026 must restore eighty (80) full time Instructors before JS Instructors can be hired or recalled. Any hiring after January 1, 2026 and prior to January 1, 2027 must restore seventy-five (75) full time Instructors prior to hiring or recalling JS Instructors. After January

1, 2027 the Company can reallocate the full time and JS positions based on the minimum full time staffing requirements (75/25 proportion), though no full time Instructor can be required to take a JS position.

23-R-7-b-(2) On December 31, 2022 there are ten (10) full time Evaluators on a fleet (assume all JS Evaluators have already been surplusd). Three (3) full time Evaluators are involuntarily surplusd with an effective date of January 1, 2023. On January 1, 2024, a full time Evaluator is recalled, bringing the total back to eight (8). On January 1, 2025, three (3) full time Evaluators are involuntarily surplusd, bringing the total down to five (5). Any hiring prior to January 1, 2026 must restore ten (10) full time Evaluators prior to hiring or recalling JS Evaluators. Any hiring after January 1, 2026 but prior to January 1, 2028 must restore eight (8) full time Evaluators prior to hiring or recalling Job Share Evaluators (even though staffing had fallen below eight (8) between January 1, 2023 and January 1, 2024).

23-R-7-b-(3) There are eighty (80) full time and forty (40) JS Instructors in a fleet, or 100 PMEs. The Company announces a surplus of ten (10) PMEs. Five (5) full time Instructors accept a voluntary surplus, and ten (10) JS Instructors are involuntarily surplusd. That brings the balance to seventy-five (75) full time and thirty (30) JS Instructors, or 75/90 (83.3%) full time PME. This is within the limits of 23-R-1-b and so no changes need to be made to the balance of full time/JS Instructors. Since no full time surpluses are involuntary, the hiring restriction of [23-R-7-a-\(4\)](#) does not apply.

23-R-7-b-(4) There are eighty (80) full time and forty (40) JS Instructors in a fleet, or 100 PMEs. The Company announces a surplus of thirty (30) PMEs. Thirty (30) full time Instructors accept a voluntary surplus. That brings the balance to fifty (50) full time and forty (40) JS Instructors, or 50/70 (71.4%) full time PME. Since meeting the requirement of 23-R-1-b for seventy (70) PMEs requires fifty-three (53) full time Instructors, or 52.5/70 (75%), to restore the balance the Company must fill vacancies for three (3) full time Instructor positions (which must first be offered to JS Instructors, in seniority order) and then surplus JS Instructors to bring that total to thirty-four (34). Since no full time surpluses are involuntary, the hiring restriction of [23-R-7-a-\(4\)](#) does not apply.

23-R-7-b-(5) There are twenty (20) full time Instructors in a fleet, with no JS Instructors. The Company announces a surplus of three (3) Instructors. Two (2) senior full time Instructors accept a voluntary surplus and the most junior full time Instructor is involuntarily surplusd. The hiring restriction of Section [23-R-7-a-\(4\)](#) only requires restoration to eighteen (18) full time Instructors (seventeen (17) remaining + one (1) involuntary surplus) prior to hiring JS Instructors.

23-R-8 For the Bid Period in which he shall be functioning as a line Pilot, the JS I/E shall participate in PBS for line awards.

23-R-9 JS Transition Between Line Month and Training Month

23-R-9-a A JS I/E with a Trip that carries into his training month shall have the following options:

23-R-9-a-(1) He may elect to drop the Trip without pay.

23-R-9-a-(2) He may elect to fly the Trip. His pay for the carry-in portion of the Trip shall be the greater of: (1) the pay value of such carry-in portion, at his best held hourly rate; or (2) five and three tenths (5.3) hours per day, at his best held hourly rate, for each training month work day that conflicts with the Trip.

23-R-9-a-(3) With mutual concurrence, the Trip or portion of the Trip may be dropped in order to position the I/E to begin his I/E duties. In this case, the I/E shall be pay protected for the portion of the Trip in the line month and shall receive only his Flight Training Center salary for the training month.

23-R-9-a-(4) In no case shall the JS I/E have less than the minimum number of required I/E RDOs in accordance with Section [23-D-2](#).

23-R-9-b A JS I/E based in Denver during his line month shall be provided twelve (12) hours free of duty measured from release of the last Trip in his line month to report for the first event in his FTC month. A JS I/E not based in Denver during his line month shall be provided eighteen (18) hours free of duty measured from release of the last Trip in his line month to report for the first event in his FTC month. The I/E may waive this restriction in the Actual Operation.

23-R-9-c With mutual concurrence, a JS I/E may extend his I/E duties into the next line month for a period not to exceed four (4) calendar days in the line month. The I/E shall be paid the greater of (1) five and three tenths (5.3) hours per day worked, at his best held hourly rate; or (2) the actual Pay Value of the Trip or any portion of the Trip dropped. The JS I/E shall also receive prorated I/E override for the number of days of I/E work in the line month.

23-R-9-c-(1) If, as a result of performing I/E activities in his line month, the I/E has fewer days off than originally scheduled in his awarded line, those lost days off shall be restored to him in his next training month or, with his concurrence, given to him as vacation credit days for the next vacation year, but in no case shall the JS I/E have less than the minimum number of required days off specified in Section [5-E-4](#) or [5-E-5](#), as applicable, in his line month.

23-R-9-c-(2) All applicable contractual rest provisions shall be applied prior to the I/E beginning his line duties.

23-R-9-d A JS I/E who picks up line flying after the award of their FTC Month schedule on scheduled days off during a line month that extend into scheduled days off in the FTC month shall be pay protected should such flying be removed from the JS I/E's schedule, if the JS I/E agrees to perform reserve duty (RSV) on the affected day(s) off in the FTC month. Such JS I/E on RSV shall be assigned FTC duties in accordance with Section [23-G](#).

23-R-9-d-(1) For example, after the JS I/E's FTC schedule is awarded the JS I/E picks up a four-day Trip that covers the last day of the JS I/E's line month and the first three (3) days of the JS I/E's FTC month schedule (which were scheduled days off). The entire Trip cancels and the JS I/E is removed from flying. The JS I/E would be subject to Section [20-F](#) for the last day of the line month and would be pay protected for the last three (3) days of the Trip if the JS I/E agrees to sit reserve (RSV) in accordance with Section [23-G](#) for the first three (3) days of the FTC month.

23-R-10 JS Vacation

23-R-10-a Each Pilot who begins as a JS I/E after the award of annual vacation shall maintain any vacation period(s) previously awarded. Remaining unawarded vacation may be taken by the JS I/E either while functioning on the line or in a Company Flight Training Center, depending on where he is assigned for the particular Bid Period. This monthly vacation shall be awarded under Section [11](#) in a line month or under this Section [23](#) for vacation awarded in a Company Flight Training Center.

23-R-10-b Pilots functioning as JS I/Es during the annual vacation bidding process shall split their total vacation between the line and the Company Flight Training Center in the following manner:

23-R-10-b-(1) JS I/Es shall divide their vacation day allotment by seven (7) to determine the number of blocks of vacation available.

23-R-10-b-(2) If there is a partial block (e.g., thirty (30) days divided by seven (7) leaves a two (2) day partial block), these days shall be bid and awarded at the Company Flight Training Center.

23-R-10-b-(3) If there is an even number of blocks of seven (7), the blocks must be bid and awarded evenly between the Company Flight Training Center and the line.

23-R-10-b-(4) If there is an odd number of blocks of seven (7), after applying Section [23-R-10-b-\(3\)](#) the JS I/E has the option to bid the remaining block at either the Company Flight Training Center or on the line.

23-R-10-b-(5) All vacation weeks shall be available to JS I/Es. A vacation week that transits two Bid Periods shall attach to whichever Bid Period contains the majority of days in the vacation week.

23-R-10-b-(6) Example: If a JS I/E has twenty-three (23) days of vacation he shall have three (3) blocks of seven (7) days of vacation available. The partial block of two (2) days must be taken at the Company Flight Training Center. One (1) block of seven (7) days must be taken at the Company Flight Training Center and one (1) block must be taken on the line; the JS I/E may take the remaining block at either the Company Flight Training Center or on the line.

23-R-10-c With Pilot concurrence, assigned vacation in a month where the JS I/E has volunteered to flex to the Flight Training Center may be deferred to Monthly Vacation in accordance with the provisions of Section [11](#) provided he retains the Minimum Annual Vacation in Section [11-E-2](#) of the Agreement as awarded vacation. The vacation period may also be deferred to a subsequent month in the same vacation year in which the JS I/E is scheduled in the Flight Training Center and in which vacation is available.

23-R-10-d An JS I/E with awarded vacation in a Flight Training Center who volunteers to flex to the line may only defer the vacation to a subsequent month in the same vacation year in which he is scheduled in a training facility and in which vacation is available; if there is no such month in which vacation is available, or if the deferral shall take the Pilot's awarded vacation

below the Minimum Annual Vacation in Section [11-E-2](#) of the Agreement, the JS I/E is not eligible to flex to the line.

23-R-10-e When a JS I/E has a Vacation Period that is partly in a Bid Period in which he is functioning as a line Pilot and partly in a Bid Period in which he is functioning as an Instructor or Evaluator (after considering any vacation slide that may have occurred), during the Instructor or Evaluator Bid Period the VDO table in Section [23-P-4](#) shall be applied as if the entire Vacation Period was in the Bid Period in which he is functioning as an Instructor or Evaluator. Then, the number of such VDOs shall be reduced as follows (VDO days cannot go below zero):

Vacation Days In Line Bid Period	VDO Reduction (cannot go below zero)	Vacation Days In Line Bid Period	VDO Reduction (cannot go below zero)
1	0	16 - 17	7
2 - 3	1	18 - 20	8
4 - 6	2	21 - 22	9
7 - 8	3	23 - 25	10
9 - 10	4	26 - 27	11
11- 13	5	28 - 29	12
14 - 15	6	30 – 31	13

23-R-10-e-(1) This provision applies only to a singular Vacation Period (after any vacation slide that may have occurred) that crosses two (2) Bid Periods. It does not apply to Vacation Periods that happen to be adjacent.

23-R-10-e-(2) Examples:

23-R-10-e-(2)-(a) JS I/E has a seven-day Vacation Period. Two (2) days are in Line Bid Period and five (5) days in I/E Bid Period. Reduce the [23-P-4](#) VDO result of one (1) VDOs to zero (0) VDO.

23-R-10-e-(2)-(b) JS I/E has a seven-day Vacation Period. After executing a vacation slide, two (2) days are in Line Bid Period and five (5) days in I/E Bid Period. Reduce the [23-P-4](#) VDO result of one (1) VDOs to zero (0) VDO.

23-R-10-e-(2)-(c) JS I/E has a fourteen-day Vacation Period. Four (4) days are in Line Bid Period and ten (10) days in I/E Bid Period. Reduce the [23-P-4](#) VDO result of two (2) VDOs to zero (0) VDOs.

23-R-10-e-(2)-(d) JS I/E has a fourteen-day Vacation Period. Ten (10) days are in a Line Bid Period and four (4) days in I/E Bid Period. Reduce the [23-P-4](#) VDO result of two (2) VDOs to zero (0) VDOs.

23-R-10-e-(2)-(e) JS I/E has a fourteen-day Vacation Period. Twelve (12) days are in a Line Bid Period and two (2) days in I/E Bid Period. Reduce the [23-P-4](#) VDO result of two (2) VDOs to zero (0) VDOs.

23-R-10-e-(2)-(f) JS I/E has a fourteen-day Vacation Period that was awarded in the Primary Cycle of Annual Vacation awarding. Twelve (12) days are in a Line Bid Period and two (2) days in I/E Bid Period. In the Secondary Cycle of Annual Vacation awarding, the I/E is awarded a seven-day Vacation Period adjacent to the fourteen-day Vacation Period. Apply this table only to the fourteen-day Vacation Period, by reducing the [23-P-4](#) VDO result of two (2) VDOs to zero (0) VDOs. This example also applies to adjacent vacation awarded in the Tertiary Cycle, in Monthly Vacation awarding, achieved by sliding vacation, etc.

23-R-10-e-(2)-(g) JS I/E has a fourteen-day Vacation Period. Twelve (12) days are in a Line Bid Period and two (2) days in I/E Bid Period. In addition, JS I/E has a seven-day Vacation Period later in the month, entirely in the I/E Bid Period. Reduce the [23-P-4](#) VDO result of two (2) VDOs to zero (0) VDOs for the fourteen-day Vacation Period. Use [23-P-4](#) to apply one (1) VDOs to the seven-day Vacation Period.

Section 24- Insurance

24-A Plans and Eligibility

24-A-1 Insurance Benefits and Plans to Be Provided

This Section [24](#) provides for medical, dental, vision, flexible spending account, retiree medical, retiree health accounts, LTD, and life & accident benefits for Pilots. The Company agrees that the following employee welfare benefit plans shall be maintained for the benefit of Pilots and, where applicable, their eligible Dependents and Survivors, subject to the applicable provisions of this Section [24](#), and such plans are hereby incorporated into the Agreement:

24-A-1-a The United Airlines Medical Program—Core Options (the “Core Medical Options”)

24-A-1-b The United Airlines Dental Program—Core Option (the “Core Dental Option”)

24-A-1-c The United Airlines Pilot Long Term Disability Plan (the “LTD Plan”)

24-A-1-d The United Airlines Pilot Long Term Disability Trust (the “LTD VEBA”)

24-A-1-e The United Airlines Pilot Retiree Health Account Plan and Trust (the “RHA VEBA”) and the United Airlines Pilot Health Reimbursement Account Plan and Trust (the “Active HRA VEBA”)

In addition, the Company shall continue to provide disability benefits according to the terms of prior disability plans to certain Pilots whose disability dates occur prior to December 30, 2012 as set forth in LOA 12-05 and shall continue to provide retiree medical benefits as required under, and in accordance with, the terms of any prior agreements to certain Pilots who retired prior to December 30, 2012 and to those Pilots covered by Paragraph IV of LOA 12-04. The benefits described herein and the plans incorporated above shall not be amended, modified, altered or terminated without the prior written agreement of the Association, except as provided in Section [24-J-11](#) with respect to amendments required by law or as otherwise provided herein or in the applicable Transition Agreement.

24-A-2 Eligibility for Insurance Benefits

Subject to the specific provisions of Sections [24-B](#) through [24-I](#), Pilots and their Dependents are eligible for benefits under this Section [24](#) on the Pilot’s Date of Hire (i.e. the first day of employment as a Pilot), in accordance with the following:

24-A-2-a Eligibility for Medical (including Prescription Drug), Dental, Vision, and Flexible Spending Account Plans

Except as otherwise set forth in Sections [24-B](#) through [24-E](#), all Pilots in Active Service and their Dependents shall be eligible for coverage under the medical plans described in Section [24-B](#), the dental plans described in Section [24-C](#), the vision plans described in Section [24-D](#), and the flexible spending account plans described in Section [24-E](#), in accordance with the following:

24-A-2-a-(1) Eligible Pilots

For purposes of Section [24-A-2-a](#), the term “Pilot in Active Service” includes any individual employed by the Company as a Pilot who is receiving pay as a Pilot in Active Service. In addition, as set forth in Section [24-A-4](#), certain Pilots not in Active Service are treated in some respects the same as a “Pilot in Active Service.” Further, in accordance with Section [24-A-5](#), a Pilot receiving benefits under the LTD Plan is treated the same as a “Pilot in Active Service.”

24-A-2-a-(2) Eligible Dependent

The eligible “Dependents” of a Pilot are all persons who are “dependents” of a Pilot under the terms of the applicable plan offered by the Company to Pilots now or in the future, in which the Pilot is enrolled. For purposes of determining a Pilot’s eligible Dependents under the terms of the applicable plan, in addition to any individuals who qualify as a Pilot’s “child” under the terms of the plan (such as a Pilot’s natural born children, adopted children, or step children), a Pilot’s “child” shall also include any other individual related to the Pilot (or the Pilot’s spouse or domestic partner) by blood or marriage provided: i) neither of the child’s parents is living with the Pilot; ii) the child is living with the Pilot in a parent-child relationship; and iii) the child is primarily dependent upon the Pilot for support.

24-A-2-b Eligibility for Coverage Under the LTD Plan

Pilots shall be eligible for coverage under the LTD Plan as provided in Section [24-H](#).

24-A-2-c Eligibility for Participation in Active Health Reimbursement Account VEBA and the Retiree Health VEBA and Life & Accident Plans

Pilots shall be eligible for coverage under the Active Health Reimbursement Account VEBA and the Retiree Health Account VEBA as provided in Section [24-G](#) and shall be eligible to participate in the life & accident plans as provided in Section [24-I](#).

24-A-2-d Eligibility for Coverage Under the Retiree Medical Plan

Pilots and their Dependents shall be eligible for coverage under the Retiree Medical Plan as provided in Section [24-F](#).

24-A-3 Coverage Elections

At each Annual Enrollment (and any Special Enrollment), each Pilot may elect for himself and any eligible Dependents any of the insurance options that require elections provided under this Section [24](#). Pilots may be required to re-certify spousal/domestic partner eligibility every five (5) years.

24-A-4 Insurance Benefits for Pilots Not In Active Service

The benefits for which a Pilot is eligible during any period in which the Pilot is not in Active Service are set forth in Section [12](#).

24-A-5 Pilots Receiving LTD Benefits

Pilot receiving benefits under the LTD Plan shall be eligible to participate in medical, dental, vision, and life & accident plans on the same basis and at the same rates as a Pilot in Active Service, provided that premiums shall be paid by direct bill on an after-tax basis.

24-A-6 Survivors

A Pilot's Dependents enrolled in any medical option on the date of the Pilot's death, or a spouse who is covered by alternate insurance on the date of the Pilot's death and for whom the Pilot would have been required to pay the spousal surcharge, shall be "Survivors" entitled to continue medical coverage in accordance with the terms of Section [24-B-7](#), dental coverage in accordance with the terms of Section [24-C-5](#), and retiree medical coverage in accordance with the terms of Section [24-F-6](#).

24-A-7 Domestic Partners

Except as otherwise prohibited by state or federal law, a Pilot's domestic partner shall be treated the same as a spouse for purposes of any benefits described in this Section [24](#). A domestic partner is an individual for whom the Pilot has submitted proof of domestic partnership under Section [24-J-5-c](#), and provided the domestic partnership has not been terminated. Income shall be imputed to the Pilot for any domestic partner benefits elected by the Pilot as required by state or federal law.

24-B Active Pilot Medical Benefits, including Prescription Drug Benefits

24-B-1 Required Domestic Medical Plans

The Company shall offer the following domestic medical plans. The plan designs for plans marked with an asterisk are outlined in Appendix A.

24-B-1-a A Core Medical PPO*

24-B-1-b A Core Medical EPO*

24-B-1-c A Core Medical High Deductible Health Plan with Health Savings Account ("HDHP")*, subject to the Company's right to discontinue after one year provided no other high deductible health plan with health savings plan is offered by the Company

24-B-1-d The "Select Regional Medical Plans" described in Section [24-B-6](#).

24-B-2 Required International Medical Plan

The Company shall offer an Aetna Global or similar international medical plan to Pilots in a Pilot Base outside the 50 states.

24-B-3 Optional Medical Plans

In addition to the required medical plans under Sections [24-B-1](#) and [24-B-2](#), each eligible Pilot shall be offered the opportunity to participate in any additional medical plan options offered by the Company. The Company shall have the sole authority to establish, modify and discontinue any such additional medical plan(s) and their terms and conditions of participation (including, but not limited to, eligibility, plan design, applicable plan documents, plan rules) uniformly across all participating employee groups but may vary contribution rates by employee group. Pilots based

in Guam shall be eligible to participate in domestic medical plans or in Guam-based medical plans, subject to residency requirements of the plans.

24-B-4 Failure to Make Election During Enrollment Periods

In cases in which a Pilot fails to make a coverage election, the following rules shall govern unless agreed to otherwise by the Association and the Company:

24-B-4-a default to current coverage if available;

24-B-4-b if waived coverage (or a new hire), default to waive coverage;

24-B-4-c if enrolled in an optional PPO that is being eliminated for the ensuing plan year, default to Core Medical PPO;

24-B-4-d if enrolled in an optional EPO that is being eliminated for the ensuing plan year, default to Core Medical EPO;

24-B-4-e if enrolled in an optional HDHP that is being eliminated for the ensuing plan year, default to Core Medical HDHP, if offered, otherwise Core Medical PPO;

24-B-4-f if enrolled in an HMO or Aetna Select option that is being replaced for the ensuing plan year, default to replacement HMO;

24-B-4-g if enrolled in an HMO or Aetna Select option that is being eliminated for the ensuing plan year, default to Core Medical EPO; and

24-B-4-h if enrolled in an International Medical Plan under Section [24-B-2](#) that is being replaced for the ensuing plan year, default to the new required international option if eligible (if not eligible, default to Core Medical PPO).

24-B-5 Required Monthly Contributions

Pilots electing medical coverage under Section [24-B](#) shall be required to make “Required Monthly Contributions” as provided in Section [24-B-5](#) and as determined in accordance with LOA 12-04. Required Monthly Contributions shall be made by payroll deduction, except in the case of Pilots on unpaid leave, disability, or other status during which they are not receiving pay, in which case Required Monthly Contributions shall be directly billed to, and paid by, the Pilot.

24-B-5-a Core Option 80%/20% Limit

Required Monthly Contributions for the Core Medical Options and Select Regional Medical Plans shall not exceed twenty percent (20%) of the Total Projected Cost for the Coverage Tier elected, except that this percentage shall vary for the individual Pilot after taking into account credits and surcharges described below.

24-B-5-b Required International Medical Plan and Optional Medical Plans

Contributions for the Required International Medical Plan under Section [24-B-2](#) and the Optional Medical Plans under Section [24-B-3](#) shall be set at the Company’s discretion but shall be included in the Aggregate Contribution Limit.

24-B-5-c Aggregate Contribution Limit

Pilot contributions for all medical plans offered by the Company under Section [24-B](#) (excluding the Core Medical HDHP), shall not in the aggregate exceed twenty percent (20%) of Total Projected Costs. Compliance with the Aggregate Contribution Limit shall be determined after any required normalization of contributions to recognize the effect of credits and surcharges.

24-B-5-d Credits and Surcharges

The Company has the authority to establish tobacco wellness credits and spousal surcharges. The tobacco wellness credit shall be a minimum of forty-eight dollars (\$48) per month per enrolled Pilot and spouse or domestic partner. The spousal surcharge, which shall not exceed fifty dollars (\$50) per month, shall be applied to Pilots covering a spouse or domestic partner with alternate employer-subsidized coverage available. If the Company determines to provide an opt-out credit or to modify tobacco wellness credit to a more general wellness credit, then the Company and the Association shall meet and agree before implementation. The Company and the Association shall determine to what extent the opt-out credit shall be taken into account in the Core Option 80%/20% Limit and the Aggregate Contribution Limit.

24-B-5-e Annual Medical Cost Increases

Any increase in the Required Monthly Contribution for the Core Medical Options and Select Regional Medical Plans, from one calendar year to the next, shall not exceed nine and one-quarter percent (9.25%) of the prior year's contribution as governed by LOA 12-04. This percentage may vary for the individual Pilot after taking into account credits and surcharges.

24-B-5-f Coverage Tiers

The Monthly Required Contribution for any Core Medical Option shall be based on a four-tier structure with relativity rating reviewed annually as part of the annual actuarial review:

24-B-5-f-(1) Employee only or spouse/qualified domestic partner only or Dependent children only ("employee only");

24-B-5-f-(2) Employee and spouse/qualified domestic partner ("employee and spouse/domestic partner");

24-B-5-f-(3) Employee and one or more children, or spouse/qualified domestic partner and one or more children ("employee and child(ren)"); and

24-B-5-f-(4) Employee and spouse/qualified domestic partner and one or more children ("family").

24-B-5-g Core Medical Option Design

Core Medical Option deductibles, co-pays and out of pocket maximums for the 2023 Plan Year shall be as set forth in Appendix A to Section [24](#). No other changes to Appendix A may be made without the Association's agreement.

24-B-6 Select Regional Medical Plans

Any plan offered under Section [24-B-6](#) shall be referred to herein as a "Select Regional Medical Plan." Unless replaced or discontinued in accordance with Section [24-B-6](#), the Company shall continue to offer to eligible Pilots the following existing plans: all Kaiser HMOs, NetCare Guam

HMO, NetCare Guam Health Plan Plus, HMO Illinois, HMO Colorado, HMSA Hawaii and Group Health Washington. In the event the Company desires to replace or discontinue offering any of the foregoing plans for the following year, it shall so notify the Association no later than the second quarterly meeting of the current year, or as soon as possible thereafter if the necessary information is not yet available to the Company at the time of the second quarterly meeting, and shall meet with the Association to discuss the possible replacement or discontinuance of such plan, provided that:

24-B-6-a none of the foregoing plans shall be replaced by a new plan without the Association's agreement, which agreement shall not be unreasonably withheld by the Association if the resulting disruption of Pilot enrollees in terms of their ability to continue utilizing the same medical providers in the proposed replacement plan is less than twenty percent (20%) (in which case the replacement plan shall be in all respects treated as a Select Regional Medical Plan covered by Section [24](#)); and

24-B-6-b none of the foregoing plans shall be discontinued and not replaced without the Association's agreement, which agreement shall not be unreasonably withheld by the Association if: i) the year-over-year increase in the gross premium for such plan is more than 20%; or ii) Pilot enrollment in such plan has declined to a level less than fifty percent (50%) of the enrollment on the effective date of the Agreement.

24-B-7 Survivors

A Pilot's Survivors shall be entitled to continue coverage in accordance with the terms of the applicable plan document, provided that if the Pilot has less than ten (10) Years of Service (as defined in Section [24-F-2-a](#)) the period of continued coverage shall be limited to three (3) months (exclusive of COBRA).

24-B-8 Medical Reimbursements

24-B-8-a Each Pilot shall be entitled to reimbursement of up to one hundred dollars (\$100) for each FAA-required medical examination (currently, twice annually).

24-B-8-b Each Pilot shall be entitled to reimbursement of up to seventy-five dollars (\$75) annually for the FAA-required EKG.

24-B-9 Covered Medical Procedures

In the event the third-party administrator of a Core Medical Option or the Traditional PPO denies coverage for a medical procedure that would have been covered under the same facts and circumstances by another current third-party administrator for such plan or by Medicare (at the time the procedure occurred or would have occurred), and all appeals have been exhausted and following discussion with the ALPA Retirement & Insurance Committee, the plan administrator shall instruct the third-party administrator of such plan to cover such procedure as a covered expense. The foregoing applies to denials based upon determinations regarding medical necessity and experimental/investigational treatments pursuant to the third-party administrator's internal policies and protocols and does not apply to differences in plan design.

24-C Active Pilot Dental Benefits

24-C-1 Required Dental Plan

The Company shall offer, and each Pilot shall be eligible to participate in, the Core Dental Option. The plan design for the Core Dental Option is outlined in Appendix B.

24-C-2 Optional Dental Plans

In addition to the Core Dental Option, each Pilot may participate in any additional dental plan options offered by the Company. The Company shall have the sole authority to establish, modify and discontinue such programs and their terms and conditions of participation (including, but not limited to, eligibility, plan design, applicable plan documents, plan rules) uniformly across all participating employee groups but may vary contribution rates by employee group. Pilots based in Guam shall be eligible to participate in domestic dental plans or in Guam-based dental plans subject to residency requirements of the plans.

24-C-3 Failure to Make Election During Enrollment Periods

In cases in which a Pilot fails to make a coverage election, the following rules shall govern unless agreed to otherwise by the Association and the Company:

24-C-3-a default to current coverage if available;

24-C-3-b if waived coverage (or new hire), default to waive coverage; and

24-C-3-c if enrolled in an optional dental plan that is being replaced or eliminated, default to Core Dental Option.

24-C-4 Required Monthly Contributions

Pilots electing dental coverage shall be required to make monthly contributions as provided in Section [24-C](#) and as determined under LOA 12-04.

24-C-4-a Core Option 80%/20% Limit

Required Monthly Contributions for the Core Dental Option shall not exceed twenty percent (20%) of the Total Projected Cost for the Coverage Tier elected.

24-C-4-b Optional Dental Plans

Contributions for any optional dental plans shall be set at the Company's discretion.

24-C-4-c Annual Dental Cost Increases

Any increase in the Required Monthly Contribution for the Core Dental Option, from one calendar year to the next, shall not exceed nine and one-quarter percent (9.25%) of the prior year's contribution as governed by LOA 12-04.

24-C-4-d Coverage Tiers

The required contribution for each month of coverage for the Core Dental Option shall be based on a four (4)-tier structure with relativity rating reviewed annually as part of the annual actuarial review:

24-C-4-d-(1) Employee only or spouse/qualified domestic partner only or Dependent children only ("employee only");

24-C-4-d-(2) Employee and spouse/qualified domestic partner (“employee and spouse/domestic partner”);

24-C-4-d-(3) Employee and one (1) or more children, or spouse/qualified domestic partner and one (1) or more children (“employee and child(ren)”); and

24-C-4-d-(4) Employee and spouse/qualified domestic partner and one (1) or more children (“family”).

24-C-5 Survivors

A Pilot’s Dependents enrolled in any dental option on the date of the Pilot’s death shall be “Survivors” entitled to continue coverage for three (3) months (exclusive of COBRA) in accordance with the terms of the applicable plan document.

24-D Active Pilot Vision Benefits

Each Pilot may participate in any vision plan options offered by the Company. The Company shall have the sole authority to establish such programs and their terms and conditions of participation, including, but not limited to, eligibility, plan design, applicable plan documents, plan rules, and contribution rates. Pilots based in Guam shall be eligible to participate in domestic vision plans or in Guam-based vision plans subject to residency requirements of the plans.

24-E Active Pilot Flexible Spending Account Plans

Each Pilot shall be eligible to participate in the Company’s flexible spending account plans for health expenses and dependent care expenses by making an election to contribute a portion of their pay. The maximum election for health expenses shall be the statutory limit (currently \$3,050 for 2023). However, the maximum election shall never be higher than the greater of \$10,000 or the amount that any non-Pilot may elect. Reimbursement shall be available for expenses incurred during the plan year and following the plan year through the date currently permitted by law, or later if legally permissible and administratively feasible. Forfeitures shall be used to defray the administrative expenses of the program. The maximum election for reimbursement for dependent care expenses shall be the maximum statutorily permissible election.

24-F Retiree Medical Benefits

24-F-1 Application

24-F-1-a Covered Pilots

The retiree medical rights, benefits and contribution obligations of Pilots and their Eligible Dependents provided by Section [24-F](#) (hereinafter referred to as the “Retiree Medical Benefits”) apply to all Pilots (and their eligible Dependents) who retire on or after the effective date of the Agreement, except as otherwise provided in Section [24-F-2-d](#).

24-F-1-b Pilots Who Retired Prior to Effective Date

The retiree medical rights, benefits and contribution obligations, if any, of all Pilots who retired prior to the effective date of the Agreement and of their eligible dependents and eligible survivors shall continue to be determined in accordance with the provisions of the applicable collective bargaining agreement (including any applicable retiree medical plan(s) or letter(s)

of agreement) and/or court order, as applicable, in effect prior to the effective date of this Agreement.

24-F-2 Eligibility

24-F-2-a Eligibility Standards

A Pilot who retires on or after the effective date of the Agreement from Active Service, medical leave of absence, personal leave of absence, or from disability status shall be eligible for Retiree Medical Benefits if on the date the Pilot retires, the Pilot:

24-F-2-a-(1) has attained at least age fifty (50) and completed at least ten (10) Years of Service; or

24-F-2-a-(2) has attained age sixty-five (65).

For these purposes, a Pilot's "Years of Service" are equal to the period from company seniority date through retirement date (including the entire period during which the Pilot is disabled). The Pilot is not required to be enrolled in active medical coverage at the time of retirement in order to qualify for Retiree Medical Coverage.

24-F-2-b Return to Active Service

If a retired Pilot returns to Active Service with the Company, his Retiree Medical Benefit coverage shall be suspended (and his eligibility for active medical benefits shall be governed by the terms of his employment). In such case, the Pilot and eligible Dependents shall again be eligible for Retiree Medical Benefits coverage when the Pilot ceases to be employed by the Company.

24-F-2-c Eligibility of Dependents of Retired Pilots

Eligibility of Dependents of a retired Pilot for Retiree Medical Benefits shall be governed by the following:

24-F-2-c-(1) General

Each Dependent shall become eligible for Dependent coverage on the day the Dependent becomes a Dependent of a retired Pilot who is eligible for Retiree Medical Benefits, provided the retired Pilot is actually enrolled for Retiree Medical Benefits coverage on that date and the Dependent becomes enrolled within forty-five (45) days after the date the Dependent became eligible. A Dependent who is eligible for coverage is eligible for Before-Medicare Benefits coverage or After-Medicare Benefits coverage depending on whether the Dependent is eligible for Medicare. All Dependents must enroll in the same option as the Pilot, unless they are in the other coverage category (i.e., Before-Medicare Benefits or After-Medicare Benefits) in which case all such Dependents must be enrolled in the same option under that category.

24-F-2-c-(2) Dependent Also an Employee

No Dependent who, as an employee, is eligible for medical coverage under any plan or program sponsored or subsidized by the Company shall be eligible to be covered under Section [24-F](#) as a Dependent, except as provided in Section [24-F-2-c-\(3\)](#).

24-F-2-c-(3) Dual Retirees

In the case of a retired Pilot and his Dependent spouse or domestic partner who are both retirees: (i) one such retiree may enroll as the participant and cover the other retiree and any other Dependents as dependents, or (ii) each retiree may each enroll as separate participants, in which case all other Dependents must be covered as dependents under a single retiree's enrollment.

24-F-2-c-(4) Continued Eligibility Conditioned on Payment of Contributions

Once eligible for coverage, a retiree shall remain eligible only if he pays the Required Monthly Contribution.

24-F-2-c-(5) Loss of Eligibility on Termination of Coverage

Except as otherwise provided in Sections [24-F-2-d](#) and [24-F-2-e](#), once coverage under Section [24-F](#) has terminated with respect to a retiree or Dependent, such retiree or Dependent shall no longer be eligible for Retiree Medical Benefit coverage hereunder.

24-F-2-d Voluntary Suspension of Coverage and Subsequent Re-Enrollment

A retiree may suspend medical coverage for the retiree and any eligible dependents, provided the retiree and any dependents have alternative coverage under any of the following types of plans:

24-F-2-d-(1) Group health plan sponsored by another employer;

24-F-2-d-(2) Medigap Plan with prescription drug coverage;

24-F-2-d-(3) Medigap Plan with Medicare Part D;

24-F-2-d-(4) Medicare Advantage Plan (PPO or HMO) with prescription drug coverage;

24-F-2-d-(5) Medicare Advantage Plan (PPO or HMO) with Medicare Part D;

24-F-2-d-(6) TRICARE;

24-F-2-d-(7) Qualified individual medical insurance policy eligible for the federal Health Coverage Tax Credit ("HCTC") or

24-F-2-d-(8) Individual policy under a state health insurance exchange;

24-F-2-d-(9) Non-US national health insurance.

24-F-2-d-(10) The retiree may make the election to suspend coverage upon first becoming eligible for retiree medical coverage or during any subsequent annual enrollment period. Alternatively, the retiree may choose to suspend coverage of one (1) or more eligible dependents and either retain or suspend coverage for the retiree at the same time. However, the retiree may not suspend coverage for the retiree while maintaining coverage for the dependents. The retiree (and/or dependents if applicable) may re-enroll for coverage during a future annual enrollment period or within forty-five (45) days following a qualifying status change. In order to re-enroll, the retiree (and/or dependents if applicable) must provide the UABC with satisfactory proof of the alternative coverage described above for all periods that coverage was suspended.

24-F-2-e Effective Date of Coverage

24-F-2-e-(1) Coverage for each retired Pilot shall become effective on the first day of the month following the first date on which the retiree is both eligible for coverage and has enrolled. If on that date an eligible Dependent has not yet attained the age for Medicare eligibility and is not otherwise eligible for Medicare, then he shall receive Before-Medicare Benefit coverage effective on that date. After-Medicare Medical Benefits coverage shall be effective for an eligible Dependent on the earlier of the date he attains the age for Medicare eligibility or otherwise becomes eligible for Medicare whether or not he has enrolled for Medicare, provided he is enrolled for Retiree Medical Benefits coverage within forty-five (45) days after that date.

24-F-2-e-(2) Coverage for the Dependents of a retired Pilot shall become effective on the date the Dependent is first eligible for coverage and the retiree is actually enrolled provided the retiree enrolls the Dependent for coverage in accordance with the procedures prescribed by the Plan Administrator. If Dependent coverage terminates during a period when the retiree has returned to Active Service, Dependent coverage shall be reinstated on the date the retiree again retires and timely enrolls for coverage under the Plan, but only with respect to Dependents who are eligible on that date. No benefits shall be paid with respect to expenses incurred for any Dependent prior to the date the retiree enrolls such Dependent for coverage. Any enrollment made within forty-five (45) days after the date the Dependent became eligible for coverage shall be effective retroactively to such date.

24-F-3 Choices of Coverage**24-F-3-a Retiree Elections**

At the time specified by the Plan Administrator coincident with or following the date a retired Pilot first becomes eligible for coverage or during any later Annual Enrollment Period, the retiree may choose from among the Retiree Medical Benefits coverage options and coverage levels available under Section [24-F](#). If, after initial enrollment, a retiree fails to make an election in a later Annual Enrollment Period, the retiree's previous election shall continue in effect, unless the option elected is no longer available, in which case the default provisions under Section [24-B-4](#) shall be followed, to the extent reasonably applicable.

24-F-3-b Coverage Options

Depending on their Medicare eligibility, the coverage options available to retired Pilots and Dependents under Section [24-F](#) are as follows:

24-F-3-b-(1) Before-Medicare Medical Benefits

When first eligible, and during any subsequent Annual Enrollment, a retired Pilot may elect from among the same options (Required or Optional coverage options) as are available to Active Pilots under Section [24-B](#), as modified or amended by the Company and the Association from time to time. Coverage shall not be offered again once coverage has been waived or has ceased due to nonpayment of the required monthly contribution, subject

to Section [24-F-2-d](#). Before-Medicare Retiree Medical Benefits are subject to change as active medical benefits change.

24-F-3-b-(2) After-Medicare Medical Benefits

When first eligible, and during any subsequent Annual Enrollment, a retired Pilot may elect from among one or more supplemental plans to Medicare offered by the Company. Coverage shall not be offered again once coverage has been waived or has ceased due to nonpayment of the required monthly contribution, subject to Section [24-F-2-d](#).

24-F-3-c Coverage Tiers

Retired Pilots may elect Retiree Medical Benefits coverage under any of the coverage options specified in Section [24-F-3-b](#) in the tiers set forth in Section [24-B-5-f](#), provided that any reference in that Section to “employee” shall be a reference to “retiree.”

24-F-4 Required Monthly Contributions

Retired Pilots who elect Retiree Medical Benefit coverage under Section [24-F](#) for themselves and their eligible Dependents are required to make contributions for each month of coverage in amounts determined on the basis of the coverage option and coverage tier elected.

24-F-4-a Before-Medicare Medical Benefits

Except for any HMO (insured or self-insured), the required contribution for each month of coverage under a particular Before-Medicare coverage option (e.g., PPO or “build your own” EPO) and coverage tier elected is equal to a percentage of the Total Projected Cost of that coverage option and coverage tier, based on the Pilot's Years of Service, as follows:

Years of Service	Percentage of Cost
Fewer than 20	80%
20 up to 25	60%
25 and over	40%

Section [24-B-5-d](#) shall apply in determining Required Monthly Contributions for Before-Medicare Medical Benefits. Therefore, these percentages shall vary for the individual Pilot after taking into account credits and surcharges. The contribution for each month of coverage under any HMO (insured or self-insured) is equal to the total monthly cost of the HMO minus the amount of the Company's contribution that would apply for such coverage tier for such month of coverage under the Core Medical PPO. Neither the nine and one-quarter percent (9.25%) limit on year-over-year increases in contribution rates for Pilots in Active Service under Section [24-B-5-e](#) nor the Aggregate 80%/20% Limit under Section [24-B-5-c](#) shall apply to contributions for Before-Medicare Medical Benefits.

24-F-4-b After-Medicare Medical Benefits

Eligible individuals must pay a monthly contribution for the cost of After-Medicare coverage. The monthly contribution is equal to the Total Projected Cost of such After-Medicare coverage for the calendar year, per person, minus a Company contribution equal to ninety dollars (\$90)

per month per person covered. Neither the Aggregate 80%/20% Limit under Section [24-B-5-c](#), nor credits and surcharges under Section [24-B-5-d](#), nor the nine and one-quarter percent (9.25%) limit on year-over-year increases in contribution rates for Pilots in Active Service under Section [24-B-5-e](#) shall apply to contributions for After-Medicare Medical Benefits.

24-F-5 Determination of Total Projected Cost

For purposes of Section [24-F](#), Total Projected Cost shall be determined as part of, and in accordance with, the annual rate-setting process described in LOA 12-04, except that:

24-F-5-a The Experience True-Up Adjustment shall not apply for After-Medicare Medical Benefit coverage, and

24-F-5-b Total Projected Cost of After-Medicare Medical Benefits shall be determined on the basis of the Claims Experience of all Medicare-eligible employees of the Company who have After-Medicare Medical Benefit coverage.

24-F-6 Retiree Medical Benefits of Deceased Pilots' Survivors and Dependents

Section [24-F-6](#) applies to the surviving eligible Dependents (surviving spouse/domestic partner and other surviving eligible Dependents) of Pilots who die on or after the effective date of the Agreement, concerning their entitlement to Retiree Medical Benefits pursuant to Section [24-F](#). The Pilot's eligible Dependents are determined under Section [24-A-2-a-\(2\)](#) above and the terms of the medical option in which the Pilot was enrolled on the date of his death.

24-F-6-a Survivors of Pilots Who Die Before Retirement

If a Pilot dies before retirement, the Pilot's Survivors' medical coverage shall continue to be provided under Section [24-B](#) to each surviving eligible Dependent until Retiree Medical Benefit coverage is offered under this Section [24-F](#). Retiree Medical Benefit coverage shall be offered under Section [24-F](#), as follows:

24-F-6-a-(1) Surviving Eligible Dependents Includes Spouse/Domestic Partner

If there is a surviving spouse or domestic partner, active medical benefit coverage under Section [24-B](#) shall end and Retiree Medical Coverage under Section [24-F](#) shall be offered when the surviving spouse/domestic partner becomes eligible for Medicare on the basis of attained age. If the deceased Pilot's surviving spouse/domestic partner becomes eligible for Medicare on any other basis, the surviving spouse/domestic partner and any other surviving eligible Dependents shall remain covered under Section [24-B](#) until the surviving spouse/domestic partner becomes eligible for Medicare on the basis of attained age at which time Retiree Medical Coverage under Section [24-F](#) shall be offered.

24-F-6-a-(2) Surviving Eligible Dependents Do Not Include Spouse/Domestic Partner

If there is no surviving spouse or domestic partner (or if the surviving spouse domestic partner has died), coverage under Section [24-B](#) shall end and Retiree Medical Benefit coverage under Section [24-F](#) shall be offered when any one of the other surviving eligible Dependents becomes eligible for Medicare because of reaching the attained age.

24-F-6-b Enrollment of Surviving Eligible Dependents in Retiree Medical Benefit Coverage

When Retiree Medical Benefit coverage is offered under Section [24-F](#), all eligible Dependents of the deceased Pilot shall be given the opportunity to enroll in such coverage. The Medicare-eligible Dependent(s) may enroll for After-Medicare Medical Benefits hereunder and shall be responsible for paying the Required Monthly Contributions. All other eligible Dependents may enroll for Before-Medicare Medical Benefits hereunder and any monthly contributions for Before-Medicare Medical Benefits shall be waived.

24-F-6-c Medical Coverage of Surviving Eligible Dependents of Pilot Who Dies While Retired

The surviving eligible Dependents of a Pilot who dies while retired shall continue to be eligible for Retiree Medical Benefits under Section [24-F](#) on the same basis as if the Pilot had not died. Required Monthly Contributions, if any, must be paid by the surviving eligible Dependents.

24-F-6-d Coordination of Benefits with Medicare

If a surviving eligible Dependent is eligible for Medicare, Medicare shall be the primary payer, to the extent permitted by law, and the coverage option elected under Section [24-F](#) shall be the secondary payer. As the secondary payer, the coverage option elected under Section [24-F](#) shall coordinate benefits with Medicare Part A (Hospital Insurance) and Medicare Part B (Medical Insurance) whether or not the individual is enrolled in Medicare. If Medicare is the primary payer under Section [24-F-6-d](#), the Plan Administrator shall first estimate the benefits Medicare Part A and Part B would have paid and shall then coordinate benefits as if Medicare Part A and Part B had actually paid the estimated benefits. No Medicare coordination shall apply with respect to an individual who is not eligible for Medicare.

24-F-6-e Notwithstanding the foregoing provisions of Section [24-F-6](#), Pilots shall be entitled to survivor retiree medical coverage provisions no less favorable than the medical coverage provisions for any other employee group other than provisions limited in their application to corporate officers, Executive Vice-Presidents and above.

24-G Active Health Reimbursement Account (Active HRA) VEBA and Retiree Health Account (RHA) VEBA

24-G-1 Establishment of Active HRA and RHA Plan and VEBA Trust

Contributions under Section [24-G](#) for each Pilot shall be deposited into either an active health reimbursement account ("Active HRA") or a retiree health account ("RHA"), each of which shall be under a voluntary employees' beneficiary association (VEBA) trust that is intended to comply with the requirements of Internal Revenue Code section 501(c)(9). The plan and trust documents for the Active HRA VEBA and the RHA VEBA shall be created by agreement between the Company and the Association. The Association shall have the same rights, and the Company shall have the same obligations, for the Active HRA VEBA and the RHA VEBA as are set forth in Section [24-J-4](#). Contributions under Sections [24-G-2](#), [24-G-3](#) and [24-G-4](#) shall be allocated to the Active HRA VEBA with respect to any Pilot who is covered by a Company-provided medical plan under Section [24-B](#), and to the RHA VEBA with respect to any Pilot who is not covered by a Company-provided medical plan.

24-G-2 Employer Contributions

For each hour of a Pilot's pay, one dollar (\$1) shall be deducted from such pay and contributed by the Company to the Pilot's Active HRA or RHA (as applicable), as a mandatory salary reduction contribution excludible from gross income. Such one dollar (\$1) shall be included in the calculation of any other benefits that are based upon a Pilot's hourly pay. Contributions shall be made bi-monthly by the Company.

24-G-3 Employer Excess Contributions

24-G-3-a Prior to the implementation of the Market Based Cash Balance Plan set forth in Section [22-B-2](#), any direct employer contributions that cannot be made to the PRAP due to the 401(a)(17) compensation limits for such plan year shall be paid as follows; the first \$10,000 is contributed to the Active HRA/RHA and the remainder is paid as cash. Any direct employer contribution that cannot be made to the PRAP due to the 415(c) limits shall be made to the Active HRA/RHA. Such payments will be made at the same time as the direct employer contribution would have been made, or as soon as reasonably practicable thereafter.

24-G-3-b Upon the implementation of the Market Based Cash Balance Plan, direct employer contributions that cannot be contributed to the PRAP due to the limits under Section 401(a)(17) or 415(c) of the Internal Revenue Code shall be forfeited and a contribution shall be made to the Market Based Cash Balance Plan in accordance with Section [22-B-2](#) and/or the Pilot's Active HRA or RHA (as applicable), as elected by the Pilot, or as determined by the Company and the Association if such an election is not permitted by the IRS.

24-G-4 Employer Vacation Forfeiture Contributions

A Pilot may make an annual election that any forfeited vacation under Section [11-H](#) up to a maximum of twenty-one (21) days, shall be contributed to the PRAP or to the Pilot's Active HRA or RHA (as applicable). If no election is made, the forfeited vacation shall be contributed to the PRAP. In the case of any employer contributions under the PRAP attributable to forfeited vacation under Section [11-H](#) that cannot be contributed to the PRAP due to the limits under Sections 401(a)(17) or 415(c) of the Internal Revenue Code, an equivalent amount shall instead be contributed by the Company to the Pilot's Active HRA or RHA (as applicable), at the same time as the employer contribution to the PRAP would have been made. Notwithstanding the foregoing, if IRS rules permit such contributions to instead be made to the Market Based Cash Balance Plan pursuant to each Pilot's election in Section [22-B-2-b](#), the Company and the Association will meet and confer to determine whether it is appropriate to implement such feature.

24-G-5 Employee Contributions

Employee post-tax contributions to the Active HRA and RHA VEBAs shall not be permitted unless agreed to by the Company and the Association. Employee pre-tax contributions to the Active HRA and RHA VEBAs shall not be permitted.

24-G-6 RHA VEBA Benefits

Each Pilot's RHA shall be usable upon retirement to pay for qualified medical expenses under Section 213(d) of the Internal Revenue Code, as well as any additional expenses permissible under Section 501(c)(9) of the Internal Revenue Code as agreed to by the Company and the Association.

24-G-6-a Benefits shall be payable with respect to the Pilot and the Pilot's eligible dependents as determined in accordance with Section 152 of the Internal Revenue Code.

24-G-6-b In the event of the Pilot's death, the surviving eligible dependents shall remain eligible for the benefits described above paid from the Pilot's RHA.

24-G-6-c Once the Pilot and all of the Pilot's surviving eligible dependents have died or ceased to be eligible, the remaining portion of the Pilot's RHA shall be forfeited and re-allocated per capita among the RHA's of the remaining Pilots in the RHA VEBA.

24-G-6-d The RHA VEBA may provide, if administratively feasible, direct payments for Retiree Medical Benefit coverage under Section [24-F](#).

24-G-7 Active HRA VEBA Benefits

Each Pilot's Active HRA shall be usable while employed by the Company and covered by a Company-provided medical plan to pay for qualified medical expenses under Section 213(d) of the Internal Revenue Code, as well as any additional expenses permissible under Section 501(c)(9) of the Internal Revenue Code as agreed to by the Company and the Association.

24-G-7-a Benefits shall be payable with respect to the Pilot and the Pilot's eligible dependents as determined in accordance with Section 152 of the Internal Revenue Code.

24-G-7-b In the event of the Pilot's death, retirement or termination of employment, any assets remaining in the Active HRA shall be transferred to the Pilot's RHA.

24-G-7-c With respect to a Pilot who is furloughed, the Pilot's Active HRA balance shall be transferred to the RHA after the earlier of (i) the Pilot's retirement or (ii) five years after the Pilot's last day worked with the Company. In addition, such a Pilot may make a one-time election prior to such date to have the Pilot's Active HRA balance transferred to the RHA.

24-G-7-d With respect to a Pilot who becomes entitled to benefits under the LTD Plan, the Pilot's Active HRA balance shall be transferred to the RHA after the earlier of (i) the Pilot's retirement or (ii) five years after the Pilot's date of disability. In addition, such a Pilot may make a one-time election prior to such date to have the Pilot's Active HRA balance transferred to the RHA.

24-G-7-e A portion of Pilot Active HRA balances may periodically be transferred to the RHA as agreed to by the Company and the Association.

24-G-8 Investment Committee

The Company and the Association shall form a joint Investment Committee responsible for managing the investment of assets held in the Active HRA and RHA VEBAs. The Company and the Association each may appoint up to three (3) members. One of the Association appointed members may be a retired Pilot. The parties need not appoint an equal number of members, provided, however that the Company members and the Association members each collectively have one (1) vote. Individual votes on a particular issue may be recorded in the minutes at the request of any member. Each party may appoint alternates. A quorum shall consist of one (1) Company member/alternate and two (2) Association members/alternates. The Investment Committee shall select an investment advisor to advise the Investment Committee with respect

to the selection and monitoring of investments. Fees charged by the Investment Advisor shall be paid by the Company. The Investment Committee shall meet quarterly, unless otherwise agreed to by the Company and the Association. In the event of a deadlock, the Company and the Association shall utilize the independent tie-breaker provisions of Section [22](#) for the PRAP.

24-H LTD Plan

24-H-1 Eligibility and Enrollment

Except as provided under LOA 12-05, each Pilot is eligible to participate in the LTD Plan as of December 30, 2012 or, if later, his Date of Hire. Each Pilot shall be automatically enrolled to participate in the LTD Plan on the date the Pilot is eligible for the LTD Plan, with no exclusion for pre-existing conditions. A Pilot may opt out of participation at any time by providing notice in accordance with rules established by the Administrative Committee.

24-H-2 Cost of Coverage

24-H-2-a General

Unless otherwise agreed to by the Company and the Association, the Plan shall be funded by a trust to be established pursuant to Section [24-H-18](#) to which contributions shall be made sufficient to i) fully fund the actuarial liability for all benefits projected to be paid to participants becoming disabled in the applicable year, plus ii) fund over three (3) years any surplus or shortfall in the trust as of the beginning of the twelve-month period determined by the LTD Administrative Committee. The Company and the Association shall establish, and may change, any of the actuarial funding assumptions, including without limitation the discount rate, by written agreement.

24-H-2-b Contributions

Seventy-five percent (75%) of the contributions to the trust shall be made by the employer and twenty-five percent (25%) shall be made by the participants. A participant shall not be charged any contribution for the participant's compensation in excess of two (2) times the applicable maximum under Section [24-H-3](#) in any calendar month. In order to provide Pilots disability benefits on a tax-free basis, the Pilot's contribution to the Plan shall be made on an after-tax basis and the Company's contribution shall be imputed as income to the Pilot for tax purposes. A Pilot shall not be required to make contributions while receiving LTD benefits, and contributions made by a Pilot following formal application for LTD benefits shall be refunded to the Pilot in the event the Pilot is approved for LTD benefits. All employer and participant contributions shall be made bi-monthly.

24-H-3 Amount of Benefit

For disability dates on or after September 29, 2023, the amount of the monthly LTD benefit (determined before offsets) is equal to forty-two and three-quarter (42.75) hours (50% of 1026 annual hours divided by twelve months) times the blended rate the Pilot is earning for flight hours as of the disability date, with the monthly benefit not to exceed the amounts set forth in the chart below, except as otherwise provided in this subsection. Benefits are paid monthly in arrears.

<u>Disability Dates On or After</u>	<u>Maximum LTD Plan Benefit</u>
September 29, 2023	\$13,521.40
After Snap-Up	\$13,656.70
01/01/2024	\$14,339.63
01/01/2025	\$14,913.23
01/01/2026	\$15,509.91
01/01/2027	\$15,975.14

The maximum LTD benefit amounts set forth above shall be increased by the same percentage and on the same date as the hourly pay rates contained in Section [3-A-1](#), when such hourly pay rates are increased.

24-H-3-a For disability dates on or after September 29, 2023, an amount equal to the following shall be contributed by the Company to the MBCBP: the LTD benefit amount and maximum monthly benefit set forth in this Section [24-H-3](#) increased by two (2) times the amount specified in Section [22-A-1-a](#), as determined on the Pilot's date of disability. Until the MBCBP is established, such amount shall be credited as a contribution to the MBCBP. Notwithstanding Section [22-B-2-c-\(9\)](#), to the extent any contribution cannot be made to the MBCBP on behalf of a disabled Pilot, an equivalent amount shall be divided 50/50 as PRAP contributions and as taxable earnings, with no contribution to the MBCBP, and such PRAP contributions will not be offset under the MBCBP. To the extent that 50% of the benefit cannot be contributed to the PRAP due to IRS limits, the maximum amount allowed will be contributed to the PRAP with the remainder paid as taxable earnings.

24-H-3-b In the event a disabled Pilot returns to Active Employment for fewer than twelve (12) months and subsequently becomes disabled due to the same injury or illness as the initial disability, then the two periods of disability shall be treated as one continuous period of disability for purposes of the applicable maximum benefit under this Section [24-H-3](#). In the event such Pilot returns to Active Employment for twelve (12) months or more, then the subsequently disability shall be treated as a new disability for such purposes.

24-H-4 Offsets to Monthly Benefit

The benefit determined above shall be offset (reduced) by any compensation received from the Company; provided, however, there shall be no offset for vacation pay or Profit Sharing received from the Company.

24-H-5 Disability

A Pilot is considered to be disabled under the LTD Plan if the Pilot is ineligible to exercise the privileges of the Airman Medical Certificate that the Company requires to operate in the Pilot's bid position as the result of an injury or medical condition, including natural deterioration, and provided that the date of disability determined in accordance with the terms of the LTD Plan occurs on or after the effective date of the Agreement. A Pilot on LTD as of the date of signing of

this Agreement shall be governed by the terms of the LTD program in effect on the Pilot's date of disability.

24-H-6 Waiting Period

24-H-6-a Non-occupational

The LTD benefit for non-occupational injuries (other than drug, alcohol, substance abuse) shall commence as of the first day after the later of:

24-H-6-a-(1) the sixty (60) day period beginning on the Pilot's disability date determined under the LTD Plan;

24-H-6-a-(2) exhaustion of the Pilot's sick leave to one hundred twenty (120) hours; or

24-H-6-a-(3) at the Pilot's option, the exhaustion of any additional period of sick leave.

24-H-6-b Occupational

The LTD benefit for an occupational injury shall commence as of the first day after the later of:

24-H-6-b-(1) the sixty (60) day period beginning on the Pilot's disability date determined under the LTD Plan; or

24-H-6-b-(2) at the Pilot's option, the exhaustion of any additional period of sick leave.

24-H-6-c In the event the Pilot reserves sick hours but does not return from LTD, then those hours shall be forfeited. The waiting period applies to each separate disability (except in the case of concurrent disabilities). The waiting period shall not apply to a Pilot who has received disability benefits, returned to work, and become disabled for the same cause within twenty-four (24) months after receiving disability benefits. If a Pilot commences the waiting period but does not complete the waiting period prior to returning to work, and then the Pilot becomes disabled for the same cause within twenty-four (24) months of returning to work, the Pilot shall receive credit for the portion of the waiting period previously served.

24-H-7 Vacation Pay

Vacation pay shall not offset LTD Plan benefits. A Pilot who is receiving LTD benefits shall also receive vacation pay for previously awarded vacation at the time such awarded vacation would have been taken and paid but for the Pilot's Disability. A Pilot on LTD who has prorated accrued vacation for the following year shall participate in a bid for vacation under Section [11](#) in order to determine when his vacation would have been taken. A Pilot who submits a signed LTD application and exhausts his sick leave within the waiting period may elect to be paid for his awarded, unawarded, and accrued vacation to the extent needed to fill out the waiting period. If the Pilot returns to Active Service, the Pilot's awarded, unawarded, and accrued vacation, as applicable, shall be reduced to the extent utilized in the waiting period.

24-H-8 Participants Who Take a Leave of Absence

A Pilot participating in the LTD Plan who takes a leave of absence may continue to participate in the LTD Plan by paying the contribution required under Section [24-H-2](#) (as modified by Section [12](#)). If the Pilot continues participation during the leave of absence, the Pilot shall be eligible to

receive LTD benefits for disabilities which occur during the leave of absence in accordance with the terms of the LTD Plan, provided that the Pilot must terminate the leave of absence and commence the benefit waiting period in order to receive disability benefits. If a Pilot makes a claim for LTD benefits during a leave of absence in which he did not maintain the required Medical Certificate for the Pilot's bid position immediately prior to the leave, the Pilot shall be eligible for LTD benefits if the LTD Administrative Committee determines that the Pilot would have qualified for LTD benefits if the Pilot had maintained the required Medical Certificate during the leave. A Pilot participating in the LTD Plan who takes a leave of absence may also elect not to participate at the commencement of or during the leave of absence, in which case the Pilot may re-enter the Plan automatically upon return to Active Service by presenting his required FAA Medical Certificate.

24-H-9 Evidence of Insurability

No Pilot shall be required to show evidence of insurability in order to participate in the LTD Plan. However, any Pilot who opts out while not on a leave of absence must show evidence of insurability in order to later obtain entry into the LTD Plan (including upon return from a leave of absence).

24-H-10 Notice of Opt-Out

Within fourteen (14) days following the closing of each annual enrollment window, the Company shall provide the Association with a list of all Pilots who opt out of the LTD Plan so that the Association may contact each Pilot to ensure that each Pilot understands the consequences of his action and may promptly (prior to the end of the year in which such annual enrollment occurs) take corrective action to remain in the LTD Plan if the Pilot so desires. The Company and the Association shall meet and confer to discuss development of a notice process for Pilots who decline or drop coverage outside of annual enrollment.

24-H-11 Termination of Benefit

Benefits shall continue until the earliest of the following events: (i) the Pilot no longer satisfies the requirements for receipt of benefits as determined in accordance with the LTD Plan; (ii) the Pilot is furloughed (but benefits shall be reinstated upon the Pilot's return from furlough if the Pilot is still disabled); (iii) resignation or discharge for cause of the Pilot's employment; (iv) the Pilot attains the government-established mandatory retirement age; or (v) the participant dies.

24-H-12 Cognitive or Psychological Disorders

In the case of a Pilot receiving benefits for a cognitive or psychological disorder, the Pilot shall continue to receive LTD benefits until the date determined under Section [24-H-11](#). The LTD Administrative Committee shall require that the Pilot have his condition reviewed by an independent medical examiner or independent psychological examiner no less frequently than every twenty-four (24) months, unless otherwise determined by the LTD Administrative Committee.

24-H-13 Drug, Alcohol, Substance Abuse Treatment Benefit

In the case of a Pilot who participates in the Company's HIMS/EAP treatment program for drug, alcohol or substance abuse, regardless of the date of disability the Pilot shall be eligible for a

lifetime drug, alcohol and substance abuse benefit of twenty-four (24) months of disability benefits (determined in accordance with the LTD Plan but administered by the Company's HIMS/EAP) while in active treatment and recovery. If the Pilot is a participant in the LTD Plan, the benefit shall be paid under the LTD Plan and shall not limit benefits payable for other disabilities under the LTD Plan. If the Pilot is not a participant in the LTD Plan, the benefit shall be paid by the Company and grossed up for taxes. All Pilots receiving such benefit shall be eligible to receive other benefits as defined in Section [24-H-14](#). The drug, alcohol and substance abuse benefit shall not be subject to any waiting period. Pilots shall be eligible for this benefit during their probationary period.

24-H-14 Other Benefits While Receiving LTD Benefits

A Pilot receiving LTD benefits shall participate in the Pilot medical (including prescription drug), dental, vision, and life & accident plans with the same benefits and with same cost-sharing offered to Pilots in Active Service. LTD benefits are not considered eligible earnings under any defined contribution plan. However, vacation that is paid to a Pilot in the waiting period or while on LTD is deferrable as an employee contribution into the applicable Pilot defined contribution plan on the same basis as an Active Pilot. A Pilot receiving LTD benefits may participate in Company pass travel programs on the same basis as an Active Pilot. Additional provisions related to Pilots receiving LTD benefits are in Section [24-I-7](#).

24-H-15 Regained Medical Certificate

24-H-15-a Notification and Continued Receipt of LTD Benefits

Within three (3) Business Days of regaining the required medical certification, a Pilot shall provide notice in accordance with procedures established by the LTD Administrative Committee. A Pilot shall continue to receive LTD benefits until the earlier of: (i) the date the Pilot commences training; or (ii) fifteen (15) days following the date the Pilot regained the required medical certification at which time the Pilot shall be placed in paid status for his bid position.

24-H-15-b Access to Previous OI Bank Balance

A Pilot on Pilot LTD or LOL/LTD prior to the OI bank conversion (who now has a sick-bank balance) has access to the sick-bank balance if he returns to work or if his benefit terminates before he reaches mandatory retirement age, except in the case of a benefit termination requested by the Pilot.

24-H-16 Administrative Committee

The LTD Administrative Committee of the LTD Plan shall meet monthly and shall be composed of five (5) members, three (3) of whom shall be appointed by the Company and two (2) of whom shall be appointed by the Association. Each party may appoint alternates. The post of Chairman of the Administrative Committee shall alternate annually between Company and Association members. A quorum of the Administrative Committee consists of two (2) Company appointed members/alternates and two (2) Association members/alternates, in person at Administrative Committee meetings. Any other attendees may attend by teleconference. At any meeting of the Administrative Committee, the Association appointed members shall have the right to be

accompanied by advisor(s) of their choosing. The Administrative Committee shall have such powers and duties as set forth in the LTD Plan document.

24-H-17 Review of Denied Appeals

Appeal of a final adverse determination by the LTD Administrative Committee is governed by Section [24-J-6](#).

24-H-18 VEBA SubTrusts

24-H-18-a Provision for Separate Subtrusts

The Disability VEBA Trust shall be divided into two separate accounts. One account shall be designated the Subtrust for the Continental Airlines, Inc. Long Term Disability Program for Pilots (the “CAL LOL/LTD Subtrust”); the other account shall be designated the Subtrust for the United Airlines Pilot Long Term Disability Plan (the “UAL Pilot LTD Subtrust”). The assets of the two Subtrusts shall be commingled for investment purposes unless the Investment Committee otherwise determines, but the books and records of the Disability VEBA Trust shall at all times reflect the separate interests of each Subtrust in the assets and such interests shall be separately accounted for and valued.

24-H-18-b The CAL LOL/LTD Subtrust

All assets and liabilities of the Prior CAL Trust shall be allocated to the CAL LOL/LTD Subtrust. The following provisions apply to the CAL LOL/LTD Subtrust:

24-H-18-b-(1) No contributions shall be required or permitted to the CAL LOL/LTD Subtrust; provided, however, that the Company shall be liable for any benefits in the event the assets of the trust are insufficient to cover remaining benefits. The CAL LOL/LTD Subtrust shall be credited (as frequently as administratively feasible and in no event less than once annually) with its proportionate share of the Disability VEBA Trust’s investment gains and losses, earnings and expenses, in the same proportion which the CAL LOL/LTD Subtrust’s assets bear to the total assets of the Disability VEBA Trust.

24-H-18-b-(2) The CAL LOL/LTD Subtrust shall be used and applied for the sole and exclusive purpose of paying benefit liabilities of the Continental Airlines, Inc. Long Term Disability Program for Pilots (the “CAL LOL/LTD Plan”) and reasonable expenses of administration, except as provided in Section [24-H-18-d](#) with respect to the distribution of excess assets to or for the benefit of participants of the CAL LOL/LTD Plan. Without limiting the generality of the foregoing, in no event shall the amounts held in the CAL LOL/LTD Subtrust be used to provide benefits under the LTD Plan or any other plan funded by any other subaccount under the Disability VEBA Trust. The amendment provision of the Disability VEBA Trust instrument shall prohibit any amendment purporting to modify or eliminate the limitations of Section [24-H-18-b-\(2\)](#).

24-H-18-b-(3) A separate actuarial valuation of the CAL LOL/LTD Subtrust shall be performed to determine the funded status of the Subtrust annually.

24-H-18-c The UAL Pilot LTD Subtrust.

All assets and liabilities with respect to the LTD Plan shall be allocated to the UAL Pilot LTD Subtrust. The following provisions apply to the UAL Pilot LTD Subtrust:

24-H-18-c-(1) All Company and Pilot contributions under the LTD Plan shall be credited to the UAL Pilot LTD Subtrust. The UAL Pilot LTD Subtrust shall be credited (as frequently as administratively feasible and in no event less than once annually) with its proportionate share of the Disability VEBA Trust's investment gains and losses, earnings and expenses, in the same proportion which the UAL Pilot LTD Subtrust's assets bear to the total assets of the Disability VEBA Trust.

24-H-18-c-(2) The assets of the UAL Pilot LTD Subtrust shall be used and applied for the sole and exclusive purpose of paying benefit liabilities of the LTD Plan and reasonable expenses of administration. Without limiting the generality of the foregoing, in no event shall the amounts held in the UAL Pilot LTD Subtrust under the Disability VEBA Trust be used to provide benefits under the CAL LOL/LTD Plan or any other plan funded by any other subaccount under the Disability VEBA Trust. In the event the Disability VEBA Trust is amended hereafter to provide any other form of benefit permissible for a VEBA, the assets then accumulated in the UAL Pilot LTD Subtrust shall be protected against diversion to any other use or purpose, except in the case of assets in excess of those necessary to satisfy all benefit liabilities to participants in the LTD Plan.

24-H-18-c-(3) A separate actuarial valuation of the UAL Pilot LTD Subtrust shall be performed to determine the funded status of the Subtrust annually.

24-H-18-d Once all benefits have been paid or provided for (by purchase of commercial insurance covering all remaining benefit liabilities, reserving funds determined to be actuarially sufficient for such purpose, or otherwise), for disabled Pilots under the CAL LOL/LTD Plan, any assets in the CAL LOL/LTD Subtrust in excess of the amount required to pay or provide for benefit liabilities shall be spun off and merged into the RHA VEBA and the assets allocated to the RHAs of each Pilot who was a participant in the CAL LOL/LTD Plan immediately prior to December 30, 2012, provided that any such allocations forfeited as a result of the death of the Pilot (and all eligible Dependents) shall be reallocated to the remaining accounts of Pilots (and any surviving eligible Dependents of deceased Pilots) identified in the final sentence of Section [24-H-18-d](#). Notwithstanding the foregoing, the Company and the Association may agree upon a different method and timing of providing equivalent value to such Pilots (recognizing that Pilot premiums were taxed upon contribution and Company premiums were imputed as taxable income to each Pilot). The Company and the Association shall retain the current pro-rata share of each such Pilot and no later agreement by the Parties may modify each such Pilot's share.

24-H-18-e All expenses of maintaining the Disability VEBA Trust shall be paid by the Company.

24-H-19 Investment Committee.

The Investment Committee of the Disability VEBA Trust shall be composed of one (1) member appointed by the Association and two (2) members appointed by the Company. Each party may appoint alternates. The post of Chairman of the Investment Committee shall alternate annually between Company and Association members. A quorum of the Investment Committee consists of

one (1) Company appointed member/alternate and one (1) Association member/alternate, provided that the Company appointed members/alternates in attendance shall have in the aggregate two (2) votes. At any meeting of the Investment Committee, the Association appointed member shall have the right to be accompanied by advisor(s) of his choosing. The Investment Committee shall have such powers and duties as set forth in the LTD Plan document.

24-H-20 Coverage for Certain Procedures

The LTD Plan will reimburse any participating Pilot's out of pocket medical expenses that are not covered by a Company-provided medical plan option (either because the Pilot is not enrolled in Company-provided medical or because the claim was denied) and that are not covered by other third-party private or governmental medical insurance in which the Pilot is enrolled, other than a regular FAA-required physical examination or EKG covered by Section [24-B-8](#), as follows:

24-H-20-a Medical expenses incurred in connection with procedures or examinations required by the FAA for the attainment or maintenance of an FAA First Class Medical Certificate and/or Special Issuance.

24-H-20-b Medical expenses incurred in connection with procedures or examinations required by the LTD Administrative Committee.

24-H-20-c The applicability and amount of reimbursement under this Section [24-H-20](#) shall be determined by the LTD Administrative Committee.

24-I Active Life & Accident Insurance

The Company shall provide the following 100% Company-paid life & accident insurance coverage:

24-I-1 Basic Life Insurance

24-I-1-a Pilot - The amount of Pilot basic life insurance coverage is equal to the Pilot's hourly pay rate (determined in accordance with Section [3](#)) times 2,052, unless the Pilot elects a lower amount, but shall never be less than \$100,000. The amount of a Pilot's basic life insurance shall be adjusted concurrent with changes to the Pilot's hourly pay rate.

24-I-1-b Spouse/Domestic Partner - The amount of spouse/domestic partner basic life insurance coverage is equal to \$5,000.

24-I-1-c Child – The amount of basic child life insurance coverage is equal to \$1,000 per child.

24-I-2 Basic Personal Accident Insurance

The maximum benefit payable under the basic personal accident insurance shall be \$39,000.

24-I-3 Business Travel Accident Insurance for Active Pilots.

The maximum benefit payable under the business travel accident insurance shall be \$250,000.

24-I-4 Invalidated Life Insurance

The maximum benefit payable under the invalidated life insurance plan shall be \$1,000,000, subject to an aggregate maximum of \$5,000,000 for all covered co-workers per incident.

24-I-5 AMC/CRAF Life Insurance and Disability Plans

The maximum benefit payable under the AMC/CRAF life insurance plan shall be \$150,000.

24-I-6 Special Hazard Insurance

The maximum benefit payable under the special hazard insurance shall be \$150,000, subject to an aggregate maximum of \$7,000,000 per incident for all covered co-workers.

24-I-7 The Company shall provide the following 100% Pilot-paid life & accident insurance coverage:

24-I-7-a Voluntary Life Insurance Plan

24-I-7-a-(1) Pilot - In the case of a Pilot who is permanently disabled, as determined by the LTD Administrative Committee, the premium shall be waived by the insurance carrier; provided, however, that the Company shall provide a reimbursement of the required premium if the insurance carrier cannot or shall not accommodate such a premium waiver.

24-I-7-a-(2) Spouse/Domestic Partner - The benefit payable under the voluntary life insurance plan for Spouse/Domestic Partner shall be \$10,000 - \$500,000, in increments of \$10,000 and cannot exceed 50% of the Pilot's combined options. The maximum benefit amount is subject to insurance carrier review and approval. The guaranteed issue amount shall be \$30,000.

24-I-7-a-(3) Child - The benefit payable under the voluntary life insurance plan shall be \$10,000 per child.

24-I-7-b Voluntary Personal Accident Insurance Plan

24-I-7-b-(1) Pilots - Pilots shall have the option to purchase coverage of \$25,000 up to \$500,000 in \$25,000 increments.

24-I-7-b-(2) Spouse/Domestic Partner - Pilots shall have the option to purchase coverage of \$10,000 up to \$500,000 in \$10,000 increments.

24-I-7-b-(3) Child - Pilots shall have the option to purchase coverage of \$10,000 up to \$100,000 in \$10,000 increments.

24-J General

24-J-1 Quarterly Insurance Meetings

The Company and the Association shall meet quarterly to discuss, and make a good faith effort to resolve, any and all problems (including individual claim issues) relative to the insurance plans described herein.

24-J-2 Information Sharing

The Company shall provide promptly after preparation or receipt, copies of all insurance contracts, medical (including prescription drug) and dental plan costing (projected and actuarial), actuarial reports, annual reports and summary annual reports. Upon the Association's request, the Company shall provide within twenty (20) Business Days after the request, other reports, participant data, asset performance reports and other information pertinent to any insurance plan or trust in which Pilots participate. All documents and information provided shall be provided

electronically if available, and shall be subject to the Association's reasonable use and protection of confidentiality. For purposes of Section [24-J-2](#), "Business Day" means Monday through Friday, excluding federal holidays.

24-J-3 Advance Notice to ALPA of Proposed Communications to Pilots

The Company shall furnish to the Association for comment a draft of any proposed Company communication to Pilots with respect to any matter in any way relating to the plan set forth in Sections [24-A-1-a](#) through [24-A-1-e](#) as soon as reasonably practicable and in no event later than seven (7) days (or such shorter period as expressly agreed to by the Company and the Association with respect to any specific communication) in advance of the date the Company proposes to transmit the communication to Pilots (in the case of electronic, telephonic or other non-hard copy communication) or the date the Company proposes to send the draft communication to the printer (in the case of any written communication). Nothing in the foregoing shall be deemed to limit, diminish or otherwise effect the Company's obligations under any other Section of the Agreement. Nothing herein is intended to limit a vendor's ability to administer the plan with standard communications as needed from time to time.

24-J-4 Material Changes to Medical, Dental or Prescription Drug Plan Administration

24-J-4-a Notice of Material Changes

In order to afford the Association a reasonable time and opportunity to consider and comment on any contemplated material change to the Core Medical Options (including Rx) or Core Dental Option administration affecting Pilots, to the end that the parties can identify any problems or potential disagreements and can attempt to resolve any problems or disagreements in advance of implementation, the Company agrees that it shall make full, fair and timely disclosure in good faith, prior to making any final decision to adopt such material change to the Core Medical Options or Core Dental Option administration affecting Pilots and/or their Dependents, and prior to taking any actions (such as initiating computer programming to implement the change, or printing of communications to Pilots regarding the change, or entering into final contracts with vendors) that might restrict the Company's willingness or ability to respond to the Association's input or concerns. In addition to other reasonable methods of disclosure, the Company shall, to the extent reasonably possible, use the quarterly meetings described in Section [24-J-1](#) to make any such disclosures. A change to the Core Medical Options or Core Dental Option administration shall be considered "material" if the change is disruptive or potentially disruptive for more than a de minimis number of Pilots and Dependents, significantly increases the burden on Pilots and Dependents in documenting or claiming reimbursement for covered expenses, results or potentially results in cessation of reimbursement of previously reimbursed covered expenses, or otherwise materially and adversely affects payment of benefits that are covered expenses. Normal course modifications to PPO networks and the retail pharmacy networks outside of the Company's control, such as doctors, hospitals or pharmacies dropping out of a network, shall not be considered material changes to administration of the Core Medical Options or Core Dental Option.

24-J-4-b Effective Date of Material Changes in Administration

Unless under all relevant circumstances an earlier effective date is reasonably required, the effective date for any material modification to the Core Medical Options or Core Dental Option administration (as defined in Section [24-J-4-a](#)) shall be January 1 of the calendar year immediately following the most recent calendar year for which medical costing has been established. Consistent with its commitment under Section [24-J-4-a](#), whenever the Company determines that mid-year material modifications are reasonably required, it shall give notice to the Association sufficient to afford the Association reasonable time and opportunity to consider and comment on such material modifications and/or the reasonable necessity of mid-year implementation of such modifications.

24-J-5 Dependent Eligibility Verification for Pilots

As applied to Pilots, any dependent eligibility verification process conducted by the Company (or any vendor on the Company's behalf) with respect to any welfare benefit plan maintained by Company (and/or eligibility for pass travel privileges or otherwise), shall conform to the following rules:

24-J-5-a Pilots who have satisfied their obligation under any prior dependent eligibility verification process (or upon hire) to furnish documentation sufficient to establish proof of relationship during any dependent eligibility verification program conducted by the Company before or after the effective date of the Agreement shall not thereafter be required to provide such documentation establishing proof of relationship, except as provided in Section [24-A-3](#). Newly-hired Pilots shall satisfy all reasonable documentation requirements for the dependent eligibility verification process in effect at the time they are hired.

24-J-5-b The claims administrator may require proof of disability sixty (60) days before the child attains age twenty-six (26) years and at any later time. If proof is requested by the claims administrator and is not furnished within sixty (60) days of such request, such child shall cease to be considered a Dependent effective as of such sixtieth (60th) day.

24-J-5-c As applied to Pilots under any medical plan option, the Pilot may establish proof of domestic partnership by any of the following: (A) a certified copy of the registration of a same-gender relationship under a governmental (international, national, state or local) registry service; (B) a certified copy of a certificate of same-gender marriage or civil union from a state under the laws of which such marriage or union is a legally recognized relationship; or (C) a valid, written form of affidavit, approved by the Plan Administrator, and executed by the Pilot and his domestic partner, and supporting documentation, which establishes compliance with the Plan Administrator's requirements for qualification as a domestic partner. The Pilot may establish termination of a domestic partnership by any of the following: (W) a certification of the registration of a same-gender relationship under a governmental (international, national, state or local) registry service; (X) a certified copy of a decree of divorce or dissolution or other recognized evidence of termination of same-gender marriage or civil union from a state under the laws of which such marriage or civil union is a legally recognized relationship; or (Y) a written form of affidavit, approved by the Plan Administrator, and executed by either the Participant or his domestic partner; or (Z) other evidence of the termination of the relations determined by the Plan Administrator to be sufficient.

In the case of an affidavit of domestic partnership, such affidavit shall demonstrate that the Pilot and his domestic partner meet the following requirements:

24-J-5-c-(1) Both are at least age eighteen (18) years and considered to be of legal age in their state of residence.

24-J-5-c-(2) Share joint responsibility for financial and personal welfare, and can provide proof of at least two of the following: i) jointly held mortgage or lease on their primary residence; ii) joint checking account to which the Pilot's paycheck is directly deposited and a jointly held credit account; iii) designation of the Pilot's domestic partner as a substantial beneficiary on the Pilot's life insurance and retirement plans in which the Pilot participates, to the extent permitted by law; iv) designation of the Pilot's domestic partner as a substantial beneficiary under the Pilot's Will to the extent permitted by law; v) execution of a durable power of attorney in favor of the Pilot's domestic partner over at least fifty percent (50%) of the Pilot's assets; and vi) execution of a durable power of attorney in favor of the Pilot's domestic partner over the Pilot's health care.

24-J-5-c-(3) Formally reside in the same principal household.

24-J-5-c-(4) Share a committed, intimate relationship and continue that indefinitely, and have no similar relationship with any other person.

24-J-5-c-(5) Not be related by blood to a degree of kinship that prevents marriage between the Pilot and his domestic partner under the laws of the state of their residence.

24-J-5-c-(6) Not be married to any other person.

24-J-6 Benefits Board

24-J-6-a LTD Appeals

The Benefits Board shall have the exclusive jurisdiction to hear and determine any appeal from a final adverse determination of the LTD Administrative Committee where three (3) members of the committee vote to deny the Pilot's claim and two (2) members of the committee vote to approve the Pilot's claim, subject to the following:

24-J-6-a-(1) Within sixty (60) days following such an adverse determination, the Association shall notify the Company in writing that it is invoking the right to appeal before the Benefits Board. Otherwise, the determination of the LTD Administrative Committee shall be final and binding. In no event shall a grievance be brought under Section [17](#) with respect to such adverse determination.

24-J-6-a-(2) For any LTD appeal described above, the Benefits Board shall operate as a System Board of Adjustment in accordance with the provisions of Section [18](#), provided that there shall be no maximum number of days per calendar year that the Benefits Board may meet.

24-J-6-a-(3) The Benefits Board shall not have jurisdiction over any adverse determination of the LTD Administrative Committee where the vote is other than three (3) to two (2), and any such adverse determination shall be subject to the provisions of Section [17](#).

24-J-6-b Other Matters

The Association may pursue its rights under Section [17](#) or instead invoke the procedures of the Benefits Board set forth below in the case of any controversy under i) LOA 12-05, ii) the dependent verification provisions of Section [24-J-5](#), iii) the confidentiality provisions of Sections [22-C-5](#) and [24-J-10](#), or iv) the statutory amendments provisions of Sections [22-C-6](#) and [24-J-11](#). If the Association invokes the procedures of the Benefits Board, the following shall apply:

24-J-6-b-(1) Within 180 days after the Association reasonably would have had knowledge of the facts upon which the controversy is based, the Association shall request a written response from the Company regarding the Company's position.

24-J-6-b-(2) Within twenty-one (21) days of receipt of such request, the Company shall provide a written response to the Association.

24-J-6-b-(3) Within sixty (60) days following receipt by the Association of the Company's response, the Association shall notify the Company in writing that it intends to appeal the Company's determination to the Benefits Board.

24-J-6-b-(4) For any controversy described above, the Benefits Board shall operate as a System Board of Adjustment in accordance with the provisions of Section [18](#), provided that the maximum number of appeals to the Benefits Board under Section [24-J-6-b](#) shall be three (3) per calendar year, and, unless otherwise agreed to by the parties, the maximum number of hearing days of the Benefits Board shall be six (6) per calendar year.

24-J-6-c No Other Jurisdiction

The Benefits Board shall have no other jurisdiction than as set forth in Section [24-J-6-a](#) and Section [24-J-6-b](#).

24-J-6-d Modification of Section [18](#) System Board Procedures

Notwithstanding anything in Section [18](#), Benefits Board dates shall be scheduled on an ad hoc basis as needed, and the Company and the Association may agree to a different panel of arbitrators than the panel specified by the parties pursuant to Section [18](#) utilizing an American Arbitration Association list of arbitrators suitable for benefits arbitrations limited to arbitrators who are members of the National Academy of Arbitrators, or such other method agreed to by the parties.

24-J-7 Third Party Liability

This Section [24](#) applies from and after the effective date of the Agreement to the Core Medical Options, the Core Dental Option, any self-insured Select Regional Medical Plan, and the LTD Plan (collectively the "Covered Plans").

24-J-7-a Third Party Liability Is Primary as to Benefits Under the Covered Plans

The Plan shall not be primarily responsible or liable for the payment of benefits in accordance with their terms because of a disability, injury or other medical condition caused by the fault of a Third Party (a "Reimbursable Event"), as provided in Section [24-J-7](#). Accordingly, and in accordance with the provisions and subject to the limitations of Section [24-J-7](#), the Company shall be and is entitled to the benefit of any Recovery or right of Recovery which a Pilot or

Dependent may have related to a Reimbursable Event for which the Third Party was, is or may become liable without regard to whether the liability of such Third Party is reduced to a Recovery as a result of legal proceedings, arbitration, compromise, settlement or otherwise. For purposes of Section [24-J-7](#), “Recovery” means an amount obtained by or for the benefit of a Pilot or Dependent in a Covered Plan from a Third Party, such Third Party’s liability carrier, or, in the case of an uninsured or underinsured motorist coverage, from such Pilot’s or Dependent’s automobile insurance carrier because of a Reimbursable Event for which the Third Party is legally liable. In the case of a Recovery which, in whole or in part, includes assets other than cash or cash equivalents, the Administrative Committee or the Plan Administrator, as applicable, shall determine the monetary value thereof. A “Third Party” is any individual (or entity) who (or which) is or may be liable to a Pilot or Dependent for a Reimbursable Event or for payment of damages or expenses related to such Reimbursable Event; provided, however, that “Third Party” does not include the issuer of any disability, loss of license or insurance policy maintained by a Pilot at his own personal expense.

24-J-7-b Company’s Right of Reimbursement and Covered Plan’s Right to Reduce Future Benefits

If a Covered Plan has paid benefits to a Pilot or Dependent because of a Reimbursable Event and Recovery is obtained by the Pilot or Dependent with respect to such Reimbursable Event, then the Pilot or Dependent shall be obligated to reimburse the Company for all such benefits paid by the Covered Plan, provided, however, that (i) the Pilot or Dependent shall have no obligation of reimbursement in excess of the total amount of such Recovery and (ii) the Pilot’s or Dependent’s obligation of reimbursement shall be limited as described in Section [24-J-7-c](#). If a Reimbursable Event occurs and a Recovery is obtained with respect to such Reimbursable Event, then, subject to the limitations set for in Section [24-J-7-c](#), the Covered Plan involved shall have no obligation to pay and there shall be excluded from future coverage by the Covered Plan any and all benefits thereafter payable under the Covered Plan for such Pilot or Dependent, for, in connection with or relating to such Reimbursable Event until such benefits exceed in the aggregate the total amount of such Recovery remaining after reimbursement of the Company pursuant to the preceding sentence.

24-J-7-c Limitation of Company’s Right of Reimbursement and Covered Plan’s Right to Reduce Future Disability Benefits

The Company’s right to reimbursement and the Covered Plan’s right to reduce future benefits as described in Section [24-J-7-b](#) shall apply only after a Pilot or Dependent has obtained a Recovery. In the case of the LTD Plan, the Company’s right of reimbursement and the Covered Plan’s right to reduce future benefits shall be limited to the difference between:

24-J-7-c-(1) the portion of the Recovery determined by the Administrative Committee to be reasonably allocable to the Participant’s loss of income resulting from, caused by or otherwise related to his Disability, and

24-J-7-c-(2) a pro rata portion of the attorneys’ fees and of litigation expenses allowed by the court or other forum in which the recovery is obtained (or, in the case of a settlement, which would have been allowable by such court or forum) incurred by the Participant in obtaining the Recovery that is allocable to the amount described in Section [24-J-7-c-\(1\)](#);

provided, however, that if the amount described in the preceding provisions of this sentence is subject to federal or state income taxes, then such amount shall be reduced by the additional income taxes attributable to such amount. In the case of the Core Medical Options, the Company's right of reimbursement and the Covered Plan's right to reduce future benefits shall be limited to the amount of the total Recovery, reduced by that portion of the attorneys' fees, and of the litigation expenses allowed by the court or other forum in which the recovery is obtained (or, in the case of a settlement, which would have been allowable by such court or forum), incurred by the Pilot or Dependent in obtaining the Recovery which is equal to the same percentage (not greater than 100%) of the total attorneys fees and litigation expenses as the benefits paid by the Core Medical Option with respect to the Reimbursable Event bears to the total Recovery obtained by the Pilot or Dependent; provided, however, that if the amount described in the preceding provisions of this sentence is subject to federal or state income taxes, then such amount shall be reduced by the amount of additional income taxes attributable to such amount. The Company's right to reimbursement and the Covered Plan's right to reduce future benefits is predicated on express disclaimer of the "make whole" doctrine, and, after the reductions of the gross Recovery amount for attorneys' fees, litigation expenses and taxes, as described above, shall apply to the first dollar of any Recovery so reduced, regardless of any categorization or label placed upon any part of the Recovery and even if the Recovery obtained is less than the amount needed to make the Pilot (or Dependent) whole. The Company and the Covered Plan shall be granted a lien upon any such Recovery in the amount specified above.

24-J-7-d Obligations of Pilot and Dependent

The Pilot and Dependent shall have an affirmative obligation to reasonably cooperate in reimbursing the Covered Plan and in otherwise assuring the Covered Plan's rights of reimbursement and offset pursuant to Section [24-J-7](#), shall execute and deliver to the Company, the Administrative Committee and/or the Plan Administrator all assignments and other documents requested by them for enforcing the Company's and/or a Covered Plan's rights under Section [24-J-7](#), shall not take any action that might prejudice the Company's or a Covered Plan's rights thereunder, and shall not release any Third Party (even if such release purports to be a partial release or a release for the excess liability over Plan benefits) without the consent of the Company, the Administrative Committee or the Plan Administrator as the case may be, which consent(s) shall not be unreasonably withheld. The Company's right of reimbursement and the Covered Plan's right of offset hereunder shall not be affected by the release of any Third Party entered into without the consent of the Company, the Administrative Committee and/or the Plan Administrator as applicable. If a Pilot or Dependent initiates a liability claim against any Third Party or a Third Party's liability carrier or reimbursement is sought from such Pilot's or Dependent's own automobile insurance carrier under the uninsured or underinsured motorist endorsement, then the amounts described in Section [24-J-7-b](#) and amounts to cover all future benefit payments under the applicable Covered Plan relating to the Reimbursable Event which is the basis for the liability claim must be included in the claim. Each Pilot or Dependent who incurs any Reimbursable Event shall

inform the Company, the Administrative Committee and/or the Plan Administrator as applicable whenever it appears that a Third Party is or may be liable to the Pilot or Dependent.

24-J-7-e Exclusivity of Remedy

The right of reimbursement afforded to the Company and the right to reduce future benefit payments afforded to Covered Plans under Section [24-J-7](#), shall be the sole and exclusive remedy of the Company and the Covered Plans, and of any insurance carrier, claims administrator or other vendor, regarding Reimbursable Events and Pilot and Dependent Recoveries with respect to Reimbursable Events, and shall be in lieu of any other remedy, legal or equitable, statutory or contractual, whether based on subrogation, credit, offset or any other theory, otherwise available to the Company, the Covered Plan or to either of their respective carriers or vendors. Without limiting the generality of the foregoing, it is agreed that neither the Company, any Covered Plan, or any of their respective claims administrators, insurance carriers or vendors, shall assert any statutory right of subrogation or reimbursement under any applicable state workers compensation or similar law with respect to any Reimbursable Event.

24-J-8 Prior LOAs, MOUs and Settlement Agreements

The prior agreements provisions of Section [22-C-3](#) shall apply with respect to any committee or board described in this Section [24](#).

24-J-9 Indemnification

The indemnification provisions of Section [22-C-4](#) shall apply with respect to any committee or board described in this Section [24](#).

24-J-10 Confidentiality

The confidentiality provisions of Section [22-C-5](#) shall apply with respect to any committee or board described in this Section [24](#).

24-J-11 Procedure for Amendments Required by Law

The procedures set forth in Section [22-C-6](#) shall apply with respect to any plan described in this Section [24](#).

24-J-12 Definitions

24-J-12-a For purposes of this Section [24](#), the term “Pilot” or “Pilots” shall have the same meaning as in Section [22-C-7-a](#). References to “Pilot” or “Pilots” throughout this Section [24](#) shall be interpreted in the context of the eligibility provisions of this Section [24](#), and, if the context so requires, shall be deemed to include the Pilot’s Eligible Dependents and Eligible Survivors.

24-J-12-b Notwithstanding anything to the contrary in the Agreement, for purposes of this Section [24](#), the term “Company” means United Airlines and includes United Air Lines, Inc., Continental Airlines, Inc., and any other affiliate of such entities which sponsors any welfare benefit plan referred to in this Section [24](#).

APPENDIX A – Plan Designs for Core Medical Options					
	Core PPO Option		Core EPO Option	Core HDHP	
PLAN DESIGN	In-Network	Out-of-Network	In-Network	In-Network	Out-of-Network
Annual Deductibles	\$300 single/ \$600 family	\$600 single/ \$1200 family	\$200 single/ \$400 family	\$2500 single only \$5000 true family deductible*	\$5000 single only \$10,000 true family deductible*
HSA Seed Amount (pro-rated per paycheck)	NA		NA	\$750 single / \$1500 family	
Annual Out-of-Pocket (OOP) Limits	\$2000 single/ \$4000 family (includes medical coinsurance and deductible, but not copays)	\$4000 single/ \$8000 family (includes medical coinsurance and deductible, but not copays)	90%/10% coins, \$1,500/\$3,000 (includes medical coinsurance and deductible, but not copays)	\$3000 single only \$6000 true family maximum* (includes deductible and coinsurance)	\$6000 single only \$12000 true family maximum* (includes deductible and coinsurance)
Cross Application Out-of-Network Deductibles and OOP to In-Network	Yes		NA	Yes	
Office Visit PCP	\$25 co-pay	Covered at 60% after deductible	\$25 co-pay	Covered at 95% after deductible	Covered at 60% after deductible
Office Visit Specialist	\$40 co-pay		\$40 co-pay		
Preventative Services (comprehensive array)	100% preventative		100% preventative	100% preventative	
Laboratory, x-ray and diagnostic testing	Covered at 80% after deductible		Included w/office visit	Covered at 95% after deductible	
Hospital/Inpatient			Covered at 90% after deductible		
Outpatient Facilities/Surgical			Covered at 90% after deductible		
Urgent Care Center	\$50		\$50 co-pay		
Emergency Room	\$200 flat copay, waived if admitted		\$200 co-pay, waived if admitted		
Retail Generic Drugs	\$10 co-pay Mandatory Mail – Limit 3 retail fills for maintenance drugs* (Workaround for lower costs Rx at Target/Costco)		\$10 co-pay Mandatory Mail – Limit 3 retail fills for maintenance drugs (Workaround for lower costs Rx at Target/Costco)	Covered at 100% after deductible	

APPENDIX A – Plan Designs for Core Medical Options					
	Core PPO Option		Core EPO Option	Core HDHP	
PLAN DESIGN	In-Network	Out-of-Network	In-Network	In-Network	Out-of-Network
Retail Brand Preferred Drugs	\$30 co-pay Mandatory Mail – Limit 3 retail fills for maintenance drugs- only if less expensive than retail (Workaround for lower costs Rx at Target/Costco)		\$30 co-pay Mandatory Mail – Limit 3 retail fills for maintenance drugs- only if less expensive than retail (Workaround for lower costs Rx at Target/Costco)	Covered at 95% after deductible	
Retail Brand Non-Preferred Drugs	\$50 co-pay Mandatory Mail – Limit 3 retail fills for maintenance drugs - only if less expensive than retail (Workaround for lower costs Rx at Target/Costco)		\$50 co-pay Mandatory Mail – Limit 3 retail fills for maintenance drugs - only if less expensive than retail (Workaround for lower costs Rx at Target/Costco)	Covered at 95% after deductible	
Retail Drug Supply Limit	30 day supply		30 day supply	30 day supply	
Mail Order Generic Drugs	\$25 co-pay		\$25 co-pay	Covered at 100% after deductible (plan provides coverage for drugs that are allowed to be covered pre-deductible)	
Mail Order Brand Preferred Drugs	\$75 co-pay		\$75 co-pay	Covered at 95% after deductible	
Mail Order Brand Non-preferred	\$125 co-pay		\$125 co-pay	Covered at 95% after deductible	
Mail Order Drug Supply Limit	90 day supply		90 day supply	90 day supply	

Additional provisions set forth in the Plan Document.

APPENDIX B – Plan Design for Core Dental Option

Benefit Features	Traditional PPO Dental Benefits	
	In-network	Out-of-network
ANNUAL DEDUCTIBLES		
Individual	\$50	\$50
Family (2 members of family must each satisfy individual deductible)	\$100	\$100
Annual Benefit Maximum	\$2,000	\$2,000
Orthodontics Lifetime Maximum	\$2,000	\$2,000
Office Visit Copay	\$0	\$0
PREVENTIVE SERVICES and DIAGNOSTIC SERVICES		
Dental cleaning Topical Application of Fluoride, Sealants and Space Maintainers	100% Covered frequency and/or age limitations may apply to these services	100% Covered frequency and/or age limitations may apply to these services
MINOR RESTORATIVE SERVICES		
Fillings, Endodontics, Periodontics, Oral Surgery	Covered up to 80%; after deductible	Covered up to 80%; after deductible; Subject to reasonable and customary limits
MAJOR RESTORATIVE AND PROSTHODONTICS		
Initial placement of Dentures or Bridges to one or more natural teeth which are lost while covered by the Plan. Inlays and Crowns (Porcelain or Stainless Steel)	Covered up to 50%; after deductible; frequency and/or age limitations may apply to these services	Covered up to 50% after deductible; Subject to reasonable and customary limits; frequency and/or age limitations may apply to these services
ORTHODONTICS		
Exams, X-Rays, Models, Appliances (Adult and Child)	Covered up to 50%; after deductible; frequency and/or age limitations may apply to these services	Covered up to 50% after deductible; Subject to reasonable and customary limits; frequency and/or age limitations may apply to these services

Additional provisions set forth in the Plan Document.

Section 25 - Duration

25-A Amendable Date

This Agreement shall become effective on the date of signing hereof, shall continue in full force and effect through and including September 30, 2027, and shall renew itself without change each succeeding October 1 thereafter unless written notice of intended change is served in accordance with Section 6, Title I, of the Railway Labor Act, as amended, by either party hereto at least thirty (30) days but no more than two hundred seventy (270) days prior to September 30, 2027, or any year thereafter. The parties shall commence direct negotiations with respect to such notice no later than thirty (30) days following the delivery of such notice.

25-B Incorporation of Other Agreements

This Agreement and any Letters of Agreement and Memoranda of Understanding entered into by the parties after the date hereof constitute the sole and entire agreement between the parties while they remain in effect, and shall cancel all Agreements, Supplemental Agreements, Amendments, Letters of Understanding and similar related documents executed between the Company and the Air Line Pilots Association prior to the signing of this Agreement.

Letters of Agreement

LOA 12-01 Guam Flying
LOA 12-03 Trip Trading
LOA 12-04 Medical and Dental Rate Setting
LOA 12-05 Long Term Disability Plan Transition
LOA 12-06 Union Security and Check-Off
LOA 12-07 iPads
LOA 12-08 Professional Standards
LOA 12-09 United Express Job Opportunities for Furloughed United Pilots
LOA 12-10 HIMS Program
LOA 12-11 UAX Performance Information
LOA 12-13 CRAF/AMC/AMC Medevac
LOA 12-14 Association Business
LOA 12-15 FRMS Scheduling
LOA 16-01 Fatigue Risk Management System
LOA 18-05 Loss of Russian Airspace
LOA 20-01 Voluntary Enhanced Leaves and Line Options

LOA 20-03 Pilot Voluntary Separation Leave
LOA 23-01 Implementation of the UPA 2023 Contract Amendments
LOA 23-02 Ratification Bonus LOA
LOA 23-03 Compressed Line LOA
LOA 23-04 Enhanced CMPOOL
LOA 23-05 Pilot Electronic Notification

Memoranda of Understanding

MOU 12-01 Workers' Compensation Benefits (Illinois)
MOU 12-02 JFK Memorial
MOU 12-03 KC Delay Reporting
MOU 12-04 Longevity for Pass Travel
MOU 12-05 570 Seniority Dates
MOU 12-07 Parent Agreement
MOU 14-01 Fatigue Risk Management Data Collection
MOU 16-01 Clarification of Sections 3-C-3-e, 5-B-2-b-(1) and 5-B-2-c-(1)
MOU 17-01 Administration of LTD Payroll Deductions
MOU 21-02 FSAP
MOU 21-03 Operations Familiarization for New-Hire Pilots
MOU 21-04 Guam Retirement Moves
MOU 21-07 Medical Rate Setting

25-C ALPA Ratification Process

25-C-1 No collective bargaining agreement (including Letters of Agreement or “LOAs”), shall become effective between United Airlines and ALPA without the signature of ALPA’s President, unless both parties specifically consent that an agreement may begin on an interim basis pending the receipt of the President’s signature. On ALPA’s behalf, consent to proceed on an interim basis may be provided by the United MEC Chairman.

25-C-2 Notwithstanding Section [25-C-1](#), the parties agree that an MOU may be implemented without the signature of ALPA’s President. An MOU is an agreed upon interpretation or application of a specific term or condition of employment already in existence and requires, on ALPA’s behalf, only the approval and signature of the MEC Chairman.

25-C-3 No LOA, MOU or protocol may be entered into, even on an interim basis, by any MEC Committee or individual MEC member or officer without the approvals set forth in this Section [25-C](#).

IN WITNESS WHEREOF, the parties hereto have signed this Agreement this 29th day of September, 2023.

FOR UNITED AIRLINES, INC.

DocuSigned by:

862DCA94D84B4B0...
Z. Michael Jones, Vice President
Labor Relations

DocuSigned by:

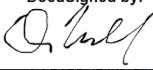
82F12A2E579B481...
Captain Marc Champion
Vice President Flight Operations

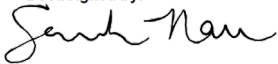
DocuSigned by:

E1B069DEBD43491...
Mike Hansen, Managing Director
LR & Labor Economics

DocuSigned by:

B6E2748ED8804D2...
Captain Mary Ann Schaffer,
Managing Director Aviation Safety

DocuSigned by:

CCF27B1E08AB4F7...
Captain David Zullo, Director
Pilot Contract Administration

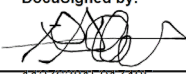
DocuSigned by:

D488EA0235FC480...
Sarah Nau, Director
Labor Relations

FOR THE AIR LINE PILOTS ASSOCIATION, INT'L


Captain Jason Ambrosi, President
Air Line Pilots Association, Intl

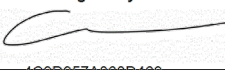
DocuSigned by:

95B3E99598804DA...
Captain Garth Thompson, Chair
United Master Executive Council

DocuSigned by:

11276381F91740E...
Captain Phil Otis, Chair
UAL MEC Negotiating Committee

DocuSigned by:

3DC6532BE33E4AC...
Captain Andy Riggs, Vice-Chair
UAL MEC Negotiating Committee

DocuSigned by:

4C9D957A888D489...
Captain Adrian Rivero, Member
UAL MEC Negotiating Committee

LETTERS OF AGREEMENT

LOA 12-01

Guam Flying

LETTER OF AGREEMENT

between

UNITED AIRLINES, INC.

and

THE AIR LINE PILOTS

in the service of

UNITED AIRLINES, INC.

as represented by the

AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

THIS LETTER OF AGREEMENT is made and entered into in accordance with the provisions of Title II of the Railway Labor Act, as amended, by and between UNITED AIRLINES, INC. (hereinafter referred to as "the Company" or "United") and the AIR LINE PILOTS in the service of UNITED AIRLINES, INC., as represented by the AIR LINE PILOTS ASSOCIATION, INTERNATIONAL (hereinafter referred to as "the Association" or "ALPA").

The parties agree to the following regarding Guam Flying for the Company:

A Terms

When used in this Letter of Agreement, "Guam Flying" means all flying conducted by Guam based Pilots including but not limited to flying conducted from the Guam Base. Definitions used herein are those in the Agreement except as otherwise stated.

B Foreign Base Allowance

B-1 Pilots staffed to flying positions in the Guam Base shall receive, in addition to all other compensation, a Foreign Base Allowance in the amount of \$3,500 for each month of Active Service.

B-1-a A Pilot is eligible for the Foreign Base Allowance for each Bid Period which their name appears on the Guam staffing report. A new-hire Pilot who receives a flying position in the Guam Base shall, in their first Bid Period, receive a prorated Foreign Base Allowance, based on their date of hire.

B-1-b At their option, a Pilot assigned to Guam who is in their first year of employment shall receive an eighteen (18) month Base freeze and be paid using the second-year pay rate (in Status), or no Base freeze and be paid using the first-year pay rate. If the Pilot elects to receive the second-year pay rate, that pay rate shall apply to Bid Periods which their name appears on the Guam staffing report.

B-1-c A Pilot on Company-paid TDY to the Guam Base shall not be eligible for the Foreign Base Allowance.

C COMAT

A Pilot based in GUM shall be entitled to fee-waived COMAT shipments of up to 3,000 pounds per each rolling twelve month period. In addition, such Pilot shall be entitled to a seventy-five percent (75%) discount on all COMAT shipments in excess of the 3,000 pound limitation above.

C-1 A Pilot shall be permitted to designate one additional person as a known shipper who may send COMAT on the Pilot's behalf. The Company shall not be responsible for any additional costs associated with the COMAT shipments of such designated known shipper, nor shall the Company bear any responsibility or cost associated with seeking regulatory approval of any prospective known shipper. All fee-waived COMAT shipments from a known shipper shall be considered as being shipped by the Pilot for the purpose of complying with the 3,000 pound limitation above.

C-2 A Pilot based in GUM shall be reimbursed for reasonable losses or damage incurred to a Pilot's property shipped through COMAT via United Cargo. Any such claim must be supported by appropriate documentation. This obligation shall terminate if the Company makes available reasonable shipping insurance for COMAT shipping by United Cargo.

D Scheduling

D-1 The terms of the Agreement shall apply to the scheduling of Guam-based Pilots, except to the extent modified by this Letter of Agreement.

D-2 For Trips that start and end in Guam, a flight scheduled for eight (8) hours or less shall be considered a Basic Flight and a flight scheduled for more than eight (8) hours shall be considered a Global Flight.

D-3 When any flying flight segment in a single-augmented duty period is conducted on an aircraft having Class 3 Crew Rest Facilities, the Scheduled Duty Limitation (Section [5-E-1](#) of the Agreement) is thirteen hours and thirty minutes (13:30) and the Actual Duty Limitation (Section [5-F-1](#) of the Agreement) is fifteen hours and thirty minutes (15:30).

D-4 The crew rest configuration described in Section [5-J-1-i](#) of the Agreement may be used for double-augmented flights; the single premium seat grouping described in Section [5-J-1-i](#) of the Agreement shall be the crew rest facility for both augmenting crew members.

D-5 The All Night Flying (ANF) restrictions in Sections [5-E-10](#), [5-E-11](#), [5-F-6](#) and [5-F-7](#) of the Agreement shall not apply to flights scheduled with an augmented crew.

D-6 The ANF restrictions in Sections [5-E-10-g](#) and [5-F-6-d](#) of the Agreement shall not apply to unaugmented duty periods that contain ANF, except as described in Paragraph D-7 below.

D-7 A Pilot may be scheduled for duty in consecutive unaugmented WOCL periods, provided both unaugmented duty periods containing the WOCL periods comply with Sections [5-E-10-g](#) and [5-F-6-d](#) of the Agreement. Further, a Pilot may be scheduled for duty in an augmented WOCL period followed by an unaugmented WOCL period, provided the unaugmented duty period containing the WOCL period complies with Sections [5-E-10-g](#) and [5-F-6-d](#) of the Agreement. Section [20-K-3-c-\(11\)](#) of the Agreement shall not apply. If a Pilot is scheduled for more than two consecutive WOCL periods, any unaugmented WOCL period can only be the first or second WOCL period in the sequence. For example, a Pilot can be assigned three consecutive WOCL periods if

all are augmented, or if the first and/or second WOCL period is unaugmented. But he cannot be assigned two augmented WOCL periods followed by an unaugmented WOCL period.

D-8 During Monthly Schedule Preferencing, a Pilot may:

D-8-a waive the twelve (12) hour minimum free from duty requirement in Sections [5-E-10-d](#) and [5-F-6-b](#) of the Agreement. In conjunction, the minimum scheduled off-duty time (12:45) in Section [5-E-3-e](#) is also deemed to be waived, but only to the extent necessary for this Paragraph D-8-a to be administered; however, such minimum scheduled off-duty time shall not be less than 10:45 (or greater, if buffered by the Company);

D-8-b notwithstanding Paragraph D-7 of this Letter of Agreement, concur to be scheduled for duty in up to three (3) consecutive WOCL periods, none of which need comply with Sections [5-E-10-g](#) and [5-F-6-d](#). A Reserve shall be deemed to have waived Section [20-K-3-c-\(11\)](#) of the Agreement.

D-8-c If a Pilot exercises either or both of the options described in Paragraphs D-8-a and D-8-b above, such option or options shall remain in effect for the entire Bid Period. A Pilot may also exercise either or both of the options described in Paragraphs D-8-a and D-8-b above after Monthly Schedule Preferencing.

D-9 In Monthly Schedule Preferencing a Reserve may bid to have his days off scheduled in a single period of days off (a "Compressed Line"). A Reserve who is not bidding for a Compressed Line shall have his bid group denied, if such denial is necessary to award a Compressed Line to a more-junior Pilot who is bidding for a Compressed Line. The following shall apply to Compressed Lines:

D-9-a A Reserve bidding for a Compressed Line is deemed to have waived the minimum one (1) day off in each seven (7) day period requirement of Section [5-E-7-f](#) of the Agreement. The Company shall not apply Section [5-E-8-b](#) of the Agreement to Compressed Lines.

D-9-b The first day off shall be an FDO and all subsequent days off shall be HDOs.

D-9-c The Company may allow Pilots awarded compressed lines in accordance with Paragraph D to also be awarded VEC Lines in accordance with Section [20-K-1-f-\(2\)](#).

D-10 The scheduled off-duty period of at least twenty-four (24) consecutive hours described in Section [5-E-3-h](#) of the Agreement may be satisfied at either GUM or HNL. Section [5-E-3-h](#) of the Agreement shall not apply to Reserves with compressed lines.

D-11 Guam-based Pilots and Guam Trips are not eligible for out-of-base pick-up.

D-12 A Reserve whose number of reserve days before their next scheduled unavailable days is more than six (6) shall be treated as if their number of reserve days before their next scheduled unavailable days is six (6).

D-13 In lieu of Section [20-A-4](#) of the Agreement, call-out time shall be:

D-13-a A Reserve in a Short Call window or a Lineholder in a telephone availability window must be able to report for duty (call-out time) no more than two hours (2:00) after the Company's initial attempt at contact.

D-13-b If a Pilot accepts and fulfills a call-out time requirement that is from one hour (1:00) to one hour thirty minutes (1:30) of the Company's initial attempt at contact, he shall receive one (1) hour of Add Pay. If a Pilot accepts and fulfills a call-out time requirement that is less than one hour (1:00) of the Company's initial attempt at contact, he shall receive two (2) hours of Add Pay.

D-14 The Minimum Pay Value provision of Section [5-G-2](#) of the Agreement shall not apply to Trips consisting of a single duty period that is scheduled to release on the day after it is scheduled to report. Instead, such Trips shall have an additional Minimum Pay Value provision that pays the greater of:

D-14-a seven hours and forty-five minutes (7:45) pay value; or

D-14-b one (1) hour pay value for each one and one-half (1.5) hours of duty time.

D-14-c Any such Trip shall contain no more than three (3) Flights in the Duty Period.

D-14-d The parties agree to IT improvements to resolve minimum day off conflicts caused by specific Trips that utilize the waiver of Section [5-G-2](#) provided in this Paragraph D-14.

D-15 For a Trip consisting of a single duty period that is scheduled to release on the day after it is scheduled to report, if during trip-trading a trade involving such a Trip fails solely due to its characterization as a two-day Trip, then such Trip shall be treated as a one-day Trip for that trade, provided both of the following are true:

D-15-a For the day on which the Trip reports, no previous trades have been successfully executed that utilize this provision; and

D-15-b The number of Reserves that are available on the day the Trip releases is, net of projected assignments, at least one (1).

D-16 In the application of Section [20-G-3](#), the specified time shall be 0001 Guam Time.

D-17 When a Pilot is scheduled to operate or is operating a Guam Island Hopper "IHOP" (FRMS CALA-002) Trip and is reassigned, the reassigned Trip must have a scheduled release time within forty-eight (48) hours of their original release time.

D-18 In the event of a significant change to flight schedules to/from Guam, the Association and Company will meet and discuss appropriate Trip mix parameters. Section [5-E-12-e](#), Trip Mix for Basic Trips does not apply to Guam.

E TDY

E-1 Section [8-G](#) of the Agreement applies to TDY to and from Guam, except that Section [8-G-6](#) of the Agreement does not apply to TDY to Guam.

E-2 For both voluntarily-awarded and involuntarily-assigned Pilots, positioning travel to and from Guam shall be treated as a work day but shall not carry Line Credit; the Pilot shall be paid the Flight Time of the positioning travel as Add Pay.

E-3 A TDY offered to and from Guam may be advertised and voluntarily awarded before Monthly Schedule Preferencing, for up to two (2) consecutive Bid Periods at a time (i.e., Pilots

volunteering for the full period shall be awarded first). Pilots shall receive a minimum of seven (7) day's notice prior to necessary training

F Vacancy and Displacement Awards

A Pilot shall be provided at least thirty (30) days notice of activation to a Category outside of Guam. A Pilot shall not be activated to a Guam based position sooner than thirty (30) days after the close of a vacancy or displacement bid unless he agrees otherwise, and shall receive as much notice of the specific report date in Guam as circumstances allow.

G Training

G-1 A Pilot assigned to the Guam Base who is scheduled for recurrent training on the U.S. mainland shall be scheduled to commence such training between the hours of 1300 and 2100 at the location of where the training shall occur, unless the Pilot agrees otherwise.

G-1-a Notwithstanding the above, a classroom-only training event may commence between 1200 and 2100.

G-1-b In addition to pay for the training itself, a Pilot who is scheduled for a training event on the U.S. mainland shall be paid for two (2) travel days to travel to the training and (2) travel days to return from the training. If such training is conducted in Asia the Pilot shall be paid one (1) day of travel, and if it is conducted in Australia, for two (2) days of travel. All travel days shall be paid in accordance with Section [3-E-1](#) and shall be scheduled in accordance with the duty limitations of Section [5](#) (as amended by this LOA) of the Agreement, unless the Pilot agrees otherwise.

G-1-c When applying the duty period limits of Section [5-E-1-d-\(2\)](#) to travel to/from training on the U.S. mainland, a First Class seat on a GUM737 operating NRT-GUM shall be considered a 'near lie-flat' seat (if no other On-Line 'lie-flat' seat is available between NRT-GUM).

G-2 A Pilot who was available to attend a required training event offered on Guam and who did not attend shall travel to the U.S. mainland at his own expense to make up the requirement. Ground training schedules shall be published on a quarterly basis in advance in the bid package.

G-3 A Pilot may travel to scheduled training up to fifteen (15) days before the start of training and may return up to fifteen (15) days after training ends. The Pilot shall be provided PS5T positive-space authorization for travel to and from the training location, except that PS0T authorization shall be provided for travel to training that originates within seventy-two (72) hours of training event. If, prior to the Pilot's departure to attend training, the training event is cancelled or the Pilot is unable to attend the training, the travel authorization shall be revoked.

G-4 A Pilot based in Guam who is remaining in the Guam Base, and who is assigned to training in excess of thirty (30) days (i.e., to change Equipment and/or Status) shall have one period of ten (10) consecutive days in the training cycle free from all duty. This provision can be waived at the Pilot's discretion. A PS-5 pass shall be provided for travel during this period to and from Guam. A Pilot who elects to take this break must notify Training Scheduling at least fourteen (14) days in advance of training.

G-5 Guam based Pilots shall conduct recurrent training/checking events exclusively on Equipment utilized in Guam Flying. Further, Guam based Pilots shall conduct recurrent training/checking events exclusively with flight simulators and other training devices that are exclusive to the Equipment utilized in Guam Flying. For example, if Guam Flying is conducted using B-737 NG Equipment, the Guam Pilots shall conduct recurrent training/checking events in a B-737 NG flight simulator and utilize training devices that reflect the B-737 NG. (For purposes of this paragraph, B-737 NG is understood to be B-737-700, B-737-800 and/or B-737-900 Equipment.)

G-6 When a Pilot is utilizing PS5 travel on days off within the training footprint, the provisions of Section [5-D-1-a](#) shall apply.

H Moving Expenses

H-1 Within one year of initial activation in Guam (i.e., the first time a Pilot is based at Guam), a Pilot is entitled to be provided with up to ten (10) unpaid days free from duty for the purpose of familiarization of his family to Guam. To be eligible for the unpaid days as provided above, a Pilot must notify the Company no later than seventy-two (72) hours prior to the time that bidding for Monthly Schedule Preferencing closes for the Bid Period in which the days shall be taken. During the ten (10) day familiarization period, the Pilot shall be provided a rental car and a hotel room. An extra hotel room shall be provided for families with more than one (1) child, and a van shall be provided in lieu of an automobile for families with more than three (3) children. Round trip PS-5 (must ride) passes on United Airlines to Guam shall be provided for the Pilot and his immediate family. With Company concurrence, the Pilot may elect to split the ten (10) days into more than one time period.

H-2 Pilots transferring or assigned to the Guam Base shall be entitled to a paid move to Guam, provided they remain in Guam for a minimum of eighteen (18) months of Active Service. Should a Pilot leave the Guam Base for any reason other than being displaced or initial Status upgrade prior to providing eighteen (18) months of Active Service, he shall be responsible to reimburse the Company for the paid move to Guam. This reimbursement provision shall not apply to a Pilot who was involuntarily displaced from his previous Base into Guam, and leaves the Guam Base prior to providing eighteen (18) months of Active Service.

H-3 A Pilot who has provided thirty-six (36) months of Active Service on Guam shall be entitled to a paid move from Guam, including a Pilot who came to Guam via a base trade, notwithstanding Section [8-I-4-h-\(1\)](#). If a Pilot who received a paid move to Guam has a Base change after providing eighteen (18) months of service, but prior to completing thirty-six (36) months of Active Service on Guam, he shall be responsible for a pro rata share of the paid move from Guam (if he has not completed eighteen (18) months of service, he is not eligible for a Company-paid move). A Pilot who did not receive a paid move to Guam shall be entitled to a fully paid move from Guam upon providing eighteen (18) months of active service on Guam. A Pilot who did not receive a paid move to Guam shall be responsible for a pro-rata share of the paid move if he does not provide eighteen (18) months active service on Guam. A move from Guam shall be company paid if the Pilot: is furloughed and elects to return to the U.S.; is displaced out of GUM; is awarded an initial Status upgrade; is granted a permanent hardship transfer back to the U.S. Mainland; retires and elects to return to the U.S. Mainland; or is terminated due to loss of

medical or failure to meet standards. The thirty-six (36) or eighteen month clock (as applicable) shall also begin on the date of activation in Guam.

H-4 Expense reimbursement to/from the gateway city to a U.S. destination shall be governed by Section [10](#) of the Agreement.

H-5 Moving expenses to and from Guam for moves which qualify as Company-paid moves shall be governed by Section [10](#) of the Agreement, except for the following:

H-5-a In addition to the shipping of up to two (2) automobiles, any additional automobiles at the time of the Pilot's move shall be arranged for shipment at the Company's rate at the Pilot's expense.

H-5-b A PS-5 must-ride pass for each immediate family member for travel in connection with the move to/from Guam.

H-5-c If the Pilot elects to stay at a Company sponsored hotel (a crew layover hotel) the hotel charges shall be paid by the Company.

H-5-d The transportation costs for two (2) animals, not to exceed a total of 200 pounds.

H-5-e The phrase "new primary residence" in Section [10-E-1](#) of the Agreement shall be substituted with the phrase "designated shipping port" and the phrase "new Base" in Section [10-G-1](#) of the Agreement shall be substituted with the phrase "designated shipping port." The phrase "Three (3) days" shall be substituted with the phrase "Five (5) days" in Sections [10-E-1](#) and [10-G-1](#) of the Agreement. Further, the entitlements derived from the above substitution of phrases shall be equally applied for moves to and from GUM.

H-5-e-(1) A rental car, as well as hotel room and meal allowances as set forth in Section [10](#) shall be provided in Guam for the Pilot and his immediate family members from the time the Pilot's goods are received for shipment until the shipping agent issues notice that the goods are available for delivery in Guam, plus four (4) days. A Pilot shall not be required to wait until the end of this period to submit expenses for reimbursement. Families with more than one (1) child shall receive an additional paid hotel room if requested. Families with more than three (3) children shall receive a rental van instead of a car. A Pilot returning from Guam shall be provided these same rental car and hotel room benefits in his new Base until his household goods arrive from Guam in his new Base plus one (1) day. A Pilot who is based in Guam may, within twelve (12) months prior to his retirement date, or within three (3) months after his retirement date, elect to exercise his Company paid move to the U.S. mainland.

H-5-e-(2) A Guam based Pilot who has been awarded a position at a Base on the U.S. mainland and is moving to the U.S. mainland from Guam and would be entitled to a Company-paid move to his new Base, but chooses not to do so, may, at his option and with prior notice to the Company, arrange to have his household goods and automobile(s), etc. transported from the U.S. Port of Entry to his residence. In such case, the Company's responsibility for the paid move shall end when the Pilot's household goods, automobile(s), etc. arrive at the U.S. Port of Entry on the west coast. In connection with the transportation of the Pilot's household goods, automobile(s), etc. from the Port of Entry to

his residence, the Pilot shall not be entitled to receive any temporary lodging, days off (paid or unpaid), storage or other benefits specified in Section [10](#) of the Agreement to which he otherwise would have been entitled had he moved to his new Base.

H-5-f A Pilot eligible for a Company paid move to or from Guam shall be provided Commuter Passes in accordance with Section [10-D-2](#) of the Agreement.

H-5-g Shipping one (1) or more automobiles to or from Guam is permitted only under a paid move entitlement to or from Guam and if exercised, is considered as “receiving a paid move” to or from Guam.

I Medical

I-1 The Company shall provide, at no cost to the Pilot, all vaccinations recommended by the CDC (Centers for Disease Control) for the region(s) visited while on Company duty.

I-2 If a medical emergency exists requiring evacuation/transportation from Guam or any downline station, the Company shall provide the following transportation to the Pilot and/or the Pilot’s spouse and children (or any other person approved by the Guam Chief Pilot or his designee). In the event that the Chief Pilot or designee is unavailable, the Pilot may declare to Crew Scheduling that a medical emergency exists and Scheduling shall provide appropriate travel arrangements as follows:

I-2-a Positive Space (must-ride) service-charge-waived on-line passes for the patient and the Pilot’s spouse and children (or any other person approved by the Guam Chief Pilot or his designee) to Honolulu, (or other United city deemed medically necessary by the treating physician in the event of a life-threatening medical emergency); and

I-2-b Positive Space (must-ride) service-charge-waived on-line passes for required medical attendants, and medical equipment necessary for the transfer (stretcher, medical oxygen, etc.); and

I-2-c PS-5 passes, or if required and authorized by the Guam Chief Pilot, positive space (must-ride) service charge waived on-line passes for the return to Guam for the Pilot, the medical attendant, and the Pilot’s spouse and children (or any other person approved by the Guam Chief Pilot or his designee); and

I-3 PS-5 passes for the Pilot and/or the Pilot’s spouse and children (or any other person approved by the Guam Chief Pilot or his designee) if a physician deems it necessary to receive a treatment that is not available on Guam. The PS-5 passes provided for by this Paragraph are only intended to apply in cases of unique medical events and not for recurring care of a chronic condition.

I-4 In the event of death or serious medical emergency in the immediate family (as defined for ELA in Section [12](#) of the Agreement), a Pilot may use his accumulated sick leave up to ten (10) consecutive days. The Company shall provide, round trip passes (PS-5 (must ride) outbound and PS-5 return) from Guam or downline station to a United Airlines U.S. mainland station of the Pilot’s choice for the Pilot and his immediate family.

I-5 If fewer than two (2) Aviation Medical Examiners (“AMEs”) maintain availability on Guam, the Company shall provide round trip positive space travel to Pilots who maintain their primary

residence in Guam to Manila, Tokyo or Hawaii for required appointments to obtain their medical certification.

J General

J-1 If a Pilot is adversely affected by a disaster in which a Disaster Declaration is issued for Guam by the Governor of Guam or the President of the United States, the Company, upon request, shall provide the Pilot a hotel room for up to ten (10) days.

J-2 A Pilot in the Guam Base shall be charged international pass travel rates between Guam, Hawaii and any US gateway city used for the Pilot, designated travel companion, family and dependent(s). Travel for individuals using the Pilot's Buddy Passes shall be allowed unescorted to and from GUM (e.g., IAH-HNL-GUM), with the appropriate documentation provided by his Chief Pilot or his designee.

K Duration

This Letter of Agreement shall be effective upon signing and shall run concurrently with the provisions of Section 25 of the Agreement.

AGREED, this 18th day of December, 2012.

**For United Airlines, Inc.:
International:**

For the Air Line Pilots Association,

Captain Fred Abbott
Senior Vice President
Flight Operations

Captain Donald L. Moak
President
Air Line Pilots Association, International

P. Douglas McKeen
Senior Vice President
Labor Relations

Captain Jay Heppner
Chairman UAL MEC

Captain Jay Pierce
Chairman CAL MEC

IN WITNESS WHEREOF, the parties hereto have signed this Agreement this 29th day of September, 2023.

FOR UNITED AIRLINES, INC.

FOR THE AIR LINE PILOTS ASSOCIATION, INT'L

DocuSigned by:

862DCA94D84B4B0...
Z. Michael Jones, Vice President
Labor Relations


Captain Jason Ambrosi, President
Air Line Pilots Association, Intl

DocuSigned by:



82F12A2E579B481...

Captain Marc Champion
Vice President Flight Operations

DocuSigned by:



95B3E93598804DA...

Captain Garth Thompson, Chair
United Master Executive Council

DocuSigned by:



E1B069DEBD43491...

Mike Hansen, Managing Director
LR & Labor Economics

DocuSigned by:



11276381F91740E...

Captain Phil Otis, Chair
UAL MEC Negotiating Committee

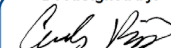
DocuSigned by:



B6E2746ED6804D2...

Captain Mary Ann Schaffer,
Managing Director Aviation Safety

DocuSigned by:



3DC6532BE33E4AC...

Captain Andy Riggs, Vice-Chair
UAL MEC Negotiating Committee

DocuSigned by:



CCF27B1E08AB4F7...

Captain David Zullo, Director
Pilot Contract Administration

DocuSigned by:



4C9D957A868D469...

Captain Adrian Rivero, Member
UAL MEC Negotiating Committee

DocuSigned by:



D488EA0235FC480...

Sarah Nau, Director
Labor Relations

LOA 12-03

Trip Trading

LETTER OF AGREEMENT

between

UNITED AIRLINES, INC.

and

THE AIR LINE PILOTS

in the service of

UNITED AIRLINES, INC.

as represented by the

AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

This Letter of Agreement, is made and entered into in accordance with the provision of Title II of the Railway Labor Act, as amended, by and between United Airlines, Inc. and the Air Line Pilots in the service of the United Airlines, Inc., as represented by the Air Line Pilots Association, International,

This letter confirms our agreement regarding the following issues related to Trip Trading:

1. The trip-trade system shall include the following functionality:
 - a. Multiple Pilot branching logic.
 - b. The graphical display of a Pilot's current schedule in a calendar and list view.
 - c. The ability for a Pilot to search all Trips including open, "potential open" and assigned Trips.
 - d. The ability to enter trade requests based on set criteria.
 - e. The ability to have trades checked for contractual and FAR compliance before submitting them.
 - f. Trading directly with other Pilots as well as trading with open, "potential open" and assigned Trips.
 - g. The ability to request Trip drops, either paid drops using next year's vacation or unpaid drops.
 - h. Electronic alerting.
 - i. A bulletin board system with the following functionality:
 - (1) The ability to view other Pilots' requests in their entirety.
 - (2) The ability to display all requests from other Pilots that match a Pilot's requests.
 - (3) The ability to communicate with other Pilots via the bulletin board interface.
 - j. Electronic alerts for Open Trips.
 - k. Criteria options and graphical interface that include at a minimum:
 - (1) Criteria options for notice to depart, premium pay level, multiple desire/avoid station transited and layover stations, and any other criteria options necessary for premium pay criteria pickup.

- (2) A graphical interface that allows a Pilot to express a desire to work (rather than depart) only on certain days and the number of desired work days in that period. For example: The Pilot would like to work any four days between the fifth (5th) and the tenth (10th), but one (1) day Trips are not acceptable. The system could award a single four-day Trip or two (2) two-day Trips.

If the parties cannot agree on the specific details of the functionality of items a-h, the specific functionality of the “s-UA” system as of May 2012 shall be required.

Note: If the Company provides the eTripTrader interface, items i and j shall be satisfied.

2. The parties agree to explore the following means of improving the trip-trade system. Improvements may require considerable technical support in order to be implemented. The parties shall prioritize the list based on both the importance of the improvement and the required technical support to achieve the improvement. The parties recognize that some of the improvements may not be implemented due to for example, excessive required technical support, significant degradation of run times or quality, etc. Further, the parties agree that this list of improvements is, by necessity, of lower importance than the automation changes necessary to implement the primary portions of the Agreement.
 - a. Frequency - Categories run independently. Reduce time between runs. Customizable notification via text and/or email, e.g. when Category finishes, when next run scheduled to begin, etc. It is understood that Categories may be queued for processing.
 - b. Trade requests - Increase number above current limit of eighteen (18), unless SSC agrees otherwise on Category basis.
 - c. Electronic alerting - Allow Pilot to be alerted to premium pay Trips, open time, awarded trades, run times, and changes to Trips in stored requests. Allow for company communication (regarding system outages, etc.) as well as direct communication between system users. Generate message when coverage parameters are updated in a Category.
 - d. Reporting – provide detailed report explaining why trade is denied.
 - e. Improve criteria screen to be more intuitive.
 - f. Improve the contractual and FAR compliance checking function to be more comprehensive.

Note: If the Company provides the eTripTrader interface, item f shall be satisfied.

3. The parties shall develop a reasonable approach of preventing the “batch” trip-trading system and the instantaneous trading system from assigning conflicting awards. This approach may include halting the batch process from 1100 – 1300 Base time or halting/queuing the instantaneous trading system when the batch system is running.
4. In lieu of “enhanced pool” functionality, the Company will develop the following “bad day worse day” trip-trading functionality:
 - a. “Reserves Needed” means the minimum number of Reserves needed, as determined by the Company. (Min Lvl)
 - b. “Net Reserves Available” means actual Reserves available for duty after accounting for open duty periods. (Net Resv)

- c. To calculate Reserve Coverage for a particular day, subtract Reserves Needed from Net Reserves Available.
- d. To determine Reserve Coverage for a Trip, add the cumulative sum of Reserve Coverage for each day of the Trip.

Example: Three-Day Trip on 7th through 9th

Date:	7th	8th	9th
Net Reserves Available:	9	15	14
Reserves Needed:	15	13	17
Reserve Coverage:	-6	+2	-3

Reserve Coverage for this three-day Trip is -7 ($-6+2-3$).

- e. A trip-trade involving two (2) Trips each of which contains one (1) or more days that are blocked due to minimum staffing coverage restrictions will be awarded if the Trip being dropped has a greater Reserve Coverage than the Trip being picked up, and:
 - 1. If the Trip being dropped occurs later in the Bid Period, its lowest Reserve Coverage day can be no more than five (5) lower than the lowest Reserve Coverage day on the Trip being picked up, or
 - 2. If the Trip being dropped occurs earlier in the Bid Period, its lowest Reserve Coverage day can be no lower than the lowest Reserve Coverage day on the Trip being picked up. In addition, this trade must be executed at least seven (7) days prior to the first day of the Trip being dropped.
- f. Example 1:

	Trip 1			Trip 2		
Date:	7th	8th	9th	18th	19th	20th
Net Reserves Available:	5	12	7	14	9	4
Reserves Needed:	10	10	10	10	10	10
Reserve Coverage:	-5	+2	-3	+4	-1	-6

The Reserve Coverage for Trip 1 is $(-5+2-3) = -6$. The Reserve Coverage for Trip 2 is $(+4-1-6) = -3$.

A Pilot wants to drop Trip 2 and pick up Trip 1. Since Trip 2 (the trip being dropped) has better Reserve Coverage, the trip trade is acceptable under Paragraph e above. Trip 2 is later in the Bid Period, so Paragraph e.(1) applies. The lowest Reserve Coverage day in Trip 2 is -6 , and the lowest Reserve Coverage day in Trip 1 is -5 . Since the lowest Reserve Coverage day in Trip 2 is only one (1) lower than the lowest Reserve Coverage day in Trip 1, the trade is allowed under Paragraph e.(1).

Example 2:

	Trip 3			Trip 4		
Date:	9th	10th	11th	18th	19th	20th
Net Reserves Available:	15	8	7	4	10	9
Reserves Needed:	10	10	15	10	10	10
Reserve Coverage:	+5	-2	-8	-6	0	-1

The Reserve Coverage for Trip 3 is $(+5-2-8) = -5$. The Reserve Coverage for Trip 4 is $(-6+0-1) = -7$.

On the third day of the calendar month, a Pilot wants to drop Trip 3 and pick up Trip 4. Since Trip 3 (the trip being dropped) has higher Reserve Coverage, the trade is acceptable under Paragraph e. Trip 3 is earlier in the Bid Period, so Paragraph e.(2) applies. Since the lowest Reserve Coverage day in Trip 3 (-8) is lower than the lowest Reserve Coverage day in Trip 4 (-6), the trade will be denied. In addition, the trip trade does not occur at least seven (7) days prior to the first day of Trip 3, so the trade will be denied for this reason also.

- g. A trip-trade involving a carryover Trip (i.e., a Trip scheduled to operate from one Bid Period ("Bid Period A") into the next Bid Period ("Bid Period B")) that does not have any days blocked in Bid Period "A" due to minimum staffing coverage restrictions will not be subject to this Paragraph 4. However, such a Trip will be included in the calculations given in Paragraph h below.
- h. Until reserve schedules are loaded for Bid Period "B", trip-trades involving carryover Trips that do have days blocked in Bid Period "A" due to minimum staffing coverage restrictions will be handled as follows:
 - 1. When trip-trading first opens for Bid Period "A", the beginning Reserve Coverage for days in Bid Period "B" will be considered to be zero (0).
 - 2. When a Pilot trades off of a day in Bid Period "B", the Reserve Coverage for that day will be reduced by one (1).
 - 3. When a Pilot picks up a day in Bid Period "B", the Reserve Coverage for that day will be increased by one (1).

i. Example

	Trip 1			Trip 2		
Date:	7th	8th	9th	31st	1st	2nd
Net Reserves Available:	5	7	7	11	na	Na
Reserves Needed:	7	9	9	10	na	Na
Reserve Coverage:	-2	-2	-2	1	0	0

A Pilot wants to drop Trip 2 and pick up Trip 1. Since Trip 2 (the trip being dropped) does not have any days blocked in Bid Period “A” due to minimum staffing coverage restrictions, this Paragraph 4 does not apply and the trade is allowed (assuming all other trade criteria are met).

Now assume another Pilot wants to execute a similar trade. Since Trip 4 now does have days blocked in Bid Period “A” due to minimum staffing coverage restrictions, this Paragraph 4 does apply. The updated table is as follows:

	Trip 3			Trip 4		
Date:	7th	8th	9th	31st	1st	2nd
Net Reserves Available:	6	8	8	10	na	na
Reserves Needed:	7	9	9	10	na	na
Reserve Coverage:	-1	-1	-1	0	-1	-1

The Reserve Coverage for Trip 3 is $(-1-1-1) = -3$. The Reserve Coverage for Trip 4 is $(0-1-1) = -2$.

Since Trip 4 (the trip being dropped) has better Reserve Coverage, the trip trade is acceptable under Paragraph e above. Trip 4 is later in the Bid Period, so Paragraph e.(1) applies. The lowest Reserve Coverage day in Trip 4 is -1 , and the lowest Reserve Coverage day in Trip 3 is also -1 , so the trade is acceptable under Paragraph e.(1).

Now assume a third Pilot wants to execute a similar trade. Since Trip 6 also has days blocked in Bid Period “A” due to minimum staffing coverage restrictions, this Paragraph 4 does apply. The updated table is as follows:

	Trip 5			Trip 6		
Date:	7th	8th	9th	31st	1st	2nd
Net Reserves Available:	7	9	9	9	na	na
Reserves Needed:	7	9	9	10	na	na
Reserve Coverage:	0	0	0	-1	-2	-2

The Reserve Coverage for Trip 5 is 0. The Reserve Coverage for Trip 6 is $(-1-2-2) = -5$.

Since Trip 6 (the trip being dropped) has worse Reserve Coverage, the trip trade is not allowed under Paragraph e.

5. The Company agrees to provide Pilots the ability to view the COSMOS CMPOOL (or its successor) display.
 6. The Company and the SSC shall continue efforts to develop and improve the trip-trading system.
- AGREED, this 18th day of December, 2012.

For United Airlines, Inc.:

Captain Fred Abbott
Senior Vice President
Flight Operations

P. Douglas McKeen
Senior Vice President
Labor Relations

**For the Air Line Pilots Association,
International:**

Captain Donald L. Moak
President
Air Line Pilots Association, International

Captain Jay Heppner
Chairman
UAL MEC

Captain Jay Pierce
Chairman
CAL MEC

LOA 12-04

Medical and Dental Rate Setting

LETTER OF AGREEMENT

between

UNITED AIRLINES, INC.

and

THE AIR LINE PILOTS

in the service of

UNITED AIRLINES, INC.

as represented by the

AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

This Letter of Agreement is made and entered into in accordance with the provisions of Title II of the Railway Labor Act, as amended, by and between United Airlines (hereinafter referred to as the "Company") and the Air Line Pilots in the service of United Airlines, as represented by the Air Line Pilots Association, International (hereinafter referred to as the "Association" or "ALPA),

Whereas, the Company and the Association have entered into the Agreement reflecting the merger between United Air Lines, Inc. ("United") and Continental Airlines, Inc. ("Continental"); and

Whereas, the Company and the Association wish to state the agreement they have reached with respect to the annual rate setting process applicable to the Pilots' medical, dental and prescription drug programs;

Now, Therefore, the Company and the Association mutually agree as follows, effective on the effective date of the Agreement:

I. The following provisions apply to Medical rate setting under Sections 24-B-5 and 24-F-5 of the Agreement:

- A. In the implementation of the provisions of Sections 24-B-5 and 24-F-5 of the Agreement, the determination of the Required Monthly Contributions for years after the One-time Cost Share Reset, the Company and the Association shall annually follow the procedures set forth in this Letter of Agreement
- B. Contributions For Calendar Years After One-time Cost Share Reset for Pilots in Active Service.

For each calendar year, the Required Monthly Contribution in a Core Medical Option or Select Regional Medical Plans shall not exceed twenty percent (20%) of the actuarially-determined "Total Projected Cost" of the Option or Plan for such calendar year, for each Coverage Tier, subject to the adjustments, limitations and permitted variances hereinafter set forth. Total Projected Cost shall be determined in accordance with Paragraph I.D below and the Experience True-up to correct for deviations of actual from projected cost as provided in Paragraph I.E below. The rate of Required Monthly Contributions is subject to the permitted deviation and the limitation on maximum year-over-year increases in Required Monthly Contributions provided in Paragraph I.F below.

- C. Definitions.

For purposes of Paragraphs I.A through I.G the following terms shall have the meanings ascribed to them:

- (1) "Claims Experience": For purposes of determining Total Projected Cost of any self-insured medical plan or program in which active employees of the Company and/or pre-Medicare retirees of the Company are eligible to participate, the term "Claims Experience" means the per-capita rate of actual claims paid and incurred plus unpaid claim liability during the Experience Period by all active employees of the Company and pre-Medicare retired employees of the Company, enrolled in a domestic medical plan (U.S. and territories). For any insured plan or the insured portion of any plan, "Claims Experience" is eighty-five percent (85%) of the most recent available gross premium rate. Total Projected Cost of any medical program offered to Medicare-eligible retired employees of the Company shall be determined as a separate risk pool.
- (2) "Costs of Administration": For self-insured plans or programs, and for the self-insured component of any hybrid plan or program, "Costs of Administration" means the actual charges of any third-party claims administrator, pharmacy benefits manager, behavioral health manager, disease management/smoking cessation vendor, and wellness vendor including any "load" or other charge for administration of the wellness initiatives. For fully-insured plans or programs, and for the insured components of any hybrid plan or program, "Costs of Administration" shall be fifteen percent (15%) of the gross premium paid. "Costs of Administration" include any excise tax relating to medical plans imposed upon the Company pursuant to Section 49801 of the Internal Revenue Code of 1986, as amended by Section 9001 of the Patient Protection and Affordable Care Act of 2010, Public Law 111-148 (the "Excise Tax"). "Costs of Administration" does not include any other cost, fee, charge or expense of the Company in connection with maintaining the plan or program, including, without limitation, any charge or expense of any third-party vendor (other than the vendors listed in the first sentence of this Paragraph) or for wages or benefits of Company employees providing ancillary, administrative, record-keeping or other support services for the plan or program. Should the Company pursue a re-insurance (stop-loss) coverage, the expected net cost of coverage, which is calculated as gross premium minus expected recoveries, shall be included in the costs of administration. For purposes of determining Total Projected Costs, Costs of Administration for fully-insured and self-insured options are pooled and applied as a level percentage of Total Projected Cost.
- (3) "Determination Year": The year prior to the Rating Year, during which the Company Actuary, in collaboration with the ALPA Actuary, determines Total Projected Cost and contribution rates to be effective during the Rating Year.
- (4) "Experience Period": The "Experience Period" is a period of twenty-four (24) consecutive months divided into historical segments of twelve (12) consecutive calendar months each and given equal weight assuming consistent experience.
- (5) "Look Back Year": The year immediately preceding the Determination Year.
- (6) "Margin": "Margin" refers to any intentional difference between a measure or quantity as used and the same measure or quantity reflecting "best estimate" assumptions. Margins may be implicit (derived using modified assumptions or elements) or explicit (derived by modifying the end result).
- (7) "Offsets": "Offsets" shall include discounts and manufacturer, vendor and other rebates and payments, together with any other amounts agreed by the Company

Actuary and the ALPA Actuary as being properly treated as an offset to costs. Government subsidies received by the Company, such as subsidies under the federal Medicare Part D Retiree Drug Subsidy Program administered by the Centers for Medicare and Medicaid Services (“CMS”) pursuant to the Medicare Prescription Drug Improvement and Modernization Act of 2003, Public Law 108-173, shall be applied as offsets at such time as any Excise Tax becomes includible in Costs of Administration.

- (8) “Rating Year”: The “Rating Year” is the year for which total costs are being projected, and in which the contribution rates being established, by the methodology provided in this Paragraph I, shall be charged to Pilots.
- (9) “Total Projected Cost”: “Total Projected Cost” means the Claims Experience for the Experience Period, drawn from all health care programs offered by the Company during the Experience Period, across all Coverage Tiers, adjusted for differences in plan design between the Experience Period and the Rating Year, normalized using relative values, consolidated, trended to reflect reasonably anticipated changes in health costs, and actuarially projected to the Rating Year, subject to such other adjustments, if any, as are determined by agreement of the Company Actuary and the Association Actuary to be actuarially appropriate, plus expected Costs of Administration, less Offsets, without explicit or implicit Margin. Rates per unit of coverage in the Core Medical Options shall be derived from Total Projected Cost. True-up amounts in accordance with Paragraph E are separately determined amounts and are not part of Claims Experience or Total Projected Cost.

D. Determination of Total Projected Cost and Rates Per Unit of Coverage.

The methodology and procedure the parties shall follow each Determination Year, in accordance with the schedule set forth in Paragraph III.G, to determine Total Projected Cost for the Rating Year, and to derive from Total Projected Cost the rates of contribution for each Core Medical Option (including the prescription drug component of such Core Medical Option) and Coverage Tier for the Rating Year, shall be as set forth herein.

E. Experience True-Up.

In each Determination Year, actual costs incurred in the Look-Back Year are compared to the Total Projected Cost for the Look-Back Year to determine if adjustment is required under the following rules:

- (1) Adjustment for Deviations of Actual Enrollment from Expected Enrollment.

The Total Projected Cost that was used to set contribution rates for the Look-Back Year shall be adjusted to correct for deviation of actual enrollments in the various medical plans, options and programs from the anticipated enrollments originally used to determine Total Projected Costs for the Look Back Year (“Enrollment-adjusted Total Projected Costs”).

- (2) Gains and Losses.

Historical gains and losses (the difference between the Enrollment-adjusted Total Projected Costs and actual incurred costs for the Look-Back Year) are identified and quantified.

- (3) Application of Gain/Loss Corridor.

[Reserved]

(4) Amortization of Gains and Losses.

Gains or losses for 2014, 2015 and 2016 will continue to be amortized in accordance with the prior provisions of this Paragraph I-E-4 (i.e., only gains or losses in excess of plus or minus four percent ($\pm 4\%$) will be amortized, levelly over two Rating Years). Beginning with gains or losses for 2017, and for all subsequent years, one-half of the gains or losses for any Look Back Year shall be applied per capita to Pilots in Active Service and retired Pilots in the Before-Medicare Medical Benefits without interest to decrease (in the case of gains) or increase (in the case of losses) the Total Projected Cost levelly over two Rating Years beginning with the Rating Year immediately following the Determination Year in which the True-Up calculation is made. For example, the first true-up Determination Year under this revised amortization provision shall be 2018, with 2017 as the first Look Back Year and, if an adjustment is required because 2017 gains or losses were plus or minus one percent ($\pm 1\%$), one-half of one percent (0.5%) of the enrollment-adjusted Total Projected Cost for the Look Back Year (which is one-half of such gain or loss) would be applied, together with any remaining unamortized gain or loss for 2016, to adjust the Total Projected Costs for the 2019 Rating Year. The remaining half of the gain or loss for 2017, as remeasured in the 2019 Determination Year would be applied to adjust Total Projected Costs for the 2020 Rating Year. Due to additional runout claims, the second year amortization of the gain or loss may not exactly match the first year and second year amortization, respectively. Amortization schedules shall be maintained so that, for each Rating Year after 2018, the accumulated net amortizable gain or loss required to be taken into account in that Rating Year shall be subtracted from, or added to, Total Projected Cost for purposes of determining contributions.

(5) Aggregate Contribution Adjustments.

Required contributions for non-retired Employees for coverage under all medical plans offered by the Company excluding the Core HDHP option, shall be subject to the further limitation that the Company shall pay not less than eighty percent (80%) in the aggregate of the Enrollment-adjusted Total Projected Cost (adjusted as hereinafter provided) of all medical plans offered by the Company to its employees, provided "employees" for this purpose means in addition to Pilots any other workgroups that subscribed to all of the Pilot medical plan offerings and contributions, in accordance with the following:

- (a) Each year beginning with 2013, Enrollment-adjusted Total Projected Costs (excluding Total Projected Costs for the Core HDHP Option), shall be compared to the aggregate contributions, using year-to-date data through May for preliminary pricing and through July for final pricing, for coverage under all medical plan options offered by the Company, excluding the Core HDHP.
- (b) Until the Company and ALPA Actuary agree that the participation rate in a new or modified wellness credit has stabilized, the Company is free to set the participation assumptions in the new or modified wellness credit, at levels more likely to produce an Aggregate Contribution Adjustment under Paragraph I-E-(5)-(c) of this Letter of Agreement favoring Employees rather than a loss not recoverable by the Company. Once the participation rate is stable, the

contributions for all Company-offered medical options (excluding the HDHP) shall be normalized to reflect the assumed level of participation in the wellness credits. This provision shall not be used to subvert the basic Aggregate 80%/20% Contribution Limit.

- (c) If aggregate contributions (excluding the Core HDHP Option) are 20% or less of the Enrollment-adjusted Total Projected Costs (excluding Total Projected Costs for the Core HDHP Option), no adjustment shall be made. However, if aggregate contributions (excluding the Core HDHP Option) exceed twenty percent (20%) of Enrollment-adjusted Total Projected Costs (excluding Total Projected Costs for the Core HDHP Option), an aggregate contribution adjustment, for the full year, equal to the excess, on a level percentage basis, shall be applied to the following year's contribution rates. Such adjustment does not apply to the employees enrolled in the Core HDHP Option, nor those who have left the plan prior to the aggregate contribution adjustment. The limitation on year-over-year contribution increases described in Section F shall be based on the prior year's contribution levels without regard to excess contributions (if any).
- F. Limitation on Year-Over-Year Increases in Required Monthly Contributions for Pilots in Active Service. Any increase in the Required Monthly Contribution for the Core Medical Options and Select Regional Medical Plans, from one calendar year to the next, shall not exceed nine and one-quarter percent (9.25%) of the prior year's contribution (except that this percentage shall vary for the individual Pilot after taking into account credits and surcharges), rounded to the nearest penny, consistent with the Core Option 80%/20% Limit, in accordance with the following:
 - (1) In no event will the Participant's contribution by Coverage Tier on a composite basis exceed the lesser of: (A) twenty percent (20%) of Total Projected Cost, with an upward variation tolerance of one-tenth of one percent (0.1%), such variance permitted, not as a matter of routine, but in order to accommodate rounding, or (B) 109.25% of the prior year's contribution by Coverage Tier on a composite basis. Composites for the purposes of this Paragraph combine the separate rates for tobacco users and those Pilots who incur spousal surcharges into an overall rate.
 - (2) The limitations provided in this Paragraph I-F-(2) shall be applied after all computations and adjustments described in Paragraphs I-D and I-E of this Letter of Agreement have been carried out.
- G. Determination of Total Projected Cost for Retiree Medical Benefits. For purposes of determining the Total Projected Cost for Before- and After-Medicare Medical benefits for all retired Pilots (other than pre-7/1/03 sUA retired Pilots) the procedures described in Paragraphs I-D through I-F shall apply, except that, for Pilots retiring on or after the effective date of the Agreement, wellness credits and spousal surcharges shall be included for Before-Medicare Medical Benefit Coverage and excluded for After-Medicare Medical Benefit coverage.
- H. The actuarial assumption for medical and prescription drug trends, to be applied to claims experience for 2015 and subsequent years for purposes of projecting costs for the 2016 Determination Year and all subsequent Determination Years, shall be established by the methodology provided in Exhibit A attached hereto.

II. The following provisions apply to Dental rate setting under Section 24-C-4 of the Agreement:

- A. In the implementation of the provisions of Section 24-C-4 of the Agreement, the determination of the Required Monthly Contributions for years after the One-time Cost Share Reset, the Company and the Association shall annually follow the procedures set forth below.

- B. Contributions For Calendar Years After One-time Cost Share Reset.

For each calendar year, the Required Monthly Contribution in the Core Dental Option shall not exceed twenty percent (20%) of the actuarially-determined "Total Projected Cost" of the Coverage Tier elected for such calendar year, subject to the adjustments, limitations and permitted variances hereinafter set forth. Total Projected Cost shall be determined in accordance with Paragraph II.D below. The rate of required contributions is subject to the permitted deviation and the limitation on maximum year-over-year increases in Required Monthly Contributions provided in Paragraph II.E below.

- C. Definitions.

For purposes of Paragraphs II-D through II-E of this Letter of Agreement, the definitions in Paragraph I-C of this Letter of Agreement shall apply, except as follows:

- (1) "Claims Experience": For purposes of determining Total Projected Cost of any self-insured dental plans or programs in which active employees of the Company are eligible to participate, the term "Claims Experience" means the actual claims paid and incurred plus unpaid claim liability during the Experience Period by all active employees of the Company. In the event the Company offers an insured plan, excluding dental HMOs, such plan or the insured portion of any plan, "Claims Experience" is eighty-five percent (85%) of the most recent available gross premium.
- (2) "Costs of Administration": For self-insured plans or programs, and for the self-insured component of any hybrid plan or program, "Costs of Administration" means the actual charges of any third-party claims administrator. For fully-insured plans or programs, and for the insured components of any hybrid plan or program, "Costs of Administration" shall be fifteen percent (15%) of the gross premium paid. "Costs of Administration" include any excise tax relating to dental plans imposed upon the Company pursuant to Section 49801 of the Internal Revenue Code of 1986, as amended by Section 9001 of the Patient Protection and Affordable Care Act of 2010, Public Law 111-148 (the "Excise Tax"). "Costs of Administration" does not include any other cost, fee, charge or expense of the Company in connection with maintaining the plan or program, including, without limitation, any charge or expense of any third-party vendor (other than the vendors listed in the first sentence of this Paragraph) or for wages or benefits of Company employees providing ancillary, administrative, record-keeping or other support services for the plan or program.
- (3) "Offsets": "Offsets" shall include discounts and manufacturer, vendor and other rebates and payments, together with any other amounts agreed by the Company Actuary and the ALPA Actuary as being properly treated as an offset to costs.
- (4) "Total Projected Cost": "Total Projected Cost" means the Claims Experience for the Experience Period, drawn from all dental care programs, excluding dental HMOs (insured or self-insured), offered by the Company during the Experience Period, across all Coverage Tiers, adjusted for changes in plan design from the Experience Period to

the Rating Year, normalized using relative values, consolidated, trended to reflect reasonably anticipated changes in dental costs, and actuarially projected to the Rating Year, subject to such other adjustments, if any, as are determined by agreement of the Company Actuary and the Association Actuary to be actuarially appropriate, plus Costs of Administration, less Offsets, without explicit or implicit Margin. Rates per unit of coverage in the Core Dental Option shall be derived from Total Projected Cost.

- D. Determination of Total Projected Cost and Rates Per Unit of Coverage. The methodology and procedure the parties shall follow each Determination Year, in accordance with the schedule set forth in Paragraph III.G, to determine Total Projected Cost for the Rating Year, and to derive from Total Projected Cost the rates of contribution for the Core Dental Option and Coverage Tier for the Rating Year, shall be as follows:
- E. Limitation on Year-Over-Year Increases in Required Monthly Contributions. Any increase in the Required Monthly Contribution for the Core Dental Option, from one calendar year to the next, shall not exceed nine and one-quarter percent (9.25%) of the prior year's contribution, rounded to the nearest penny. In no event shall the Participant's contribution by Coverage Tier exceed the lesser of: (A) twenty percent (20%) of Total Projected Cost, with an upward variation tolerance of one-tenth of one percent (0.1%), such variance permitted, not as a matter of routine, but in order to accommodate rounding, or (B) 109.25% of the prior year's contribution by Coverage Tier.

III. The following General Provisions apply to Medical and Dental rate setting:

- A. Retention of Actuarial Professionals.

The Company and the Association shall each retain or employ an independent, qualified health actuary who shall be a Member of either the American Academy of Actuaries or the Society of Actuaries (the "Company Actuary" and "ALPA Actuary") to determine Total Projected Cost in accordance with this Agreement. The Company Actuary shall work in collaboration with the ALPA Actuary as required by this Agreement. In determining Total Projected Cost for each calendar year, the goal of the Company Actuary shall be to provide, in good faith, its best estimate of what the actual costs shall be in the upcoming calendar year in accordance with professional guidelines. In reviewing the Total Projected Costs for each calendar year, the goal of the ALPA Actuary shall be to provide, in good faith, its best review and opinion of what the actual costs shall be in the upcoming calendar year, in accordance with the professional guidelines. Neither the Company nor the Association shall exert influence on its respective actuary to violate these professional guidelines.

- B. Actuarial Methodology.

Projections of claims are based on "best estimate" assumptions as mutually agreed to in advance by the Company Actuary and the ALPA Actuary. Such assumptions include, but are not limited to: health trends, anticipated enrollments, relative plan values, benefit changes, adjustments for claims accrual, changes in relevant demographics, morbidity and non-recurring events. Any omissions or ambiguities in this Medical and Dental Rate Setting Letter of Agreement ("Rate Setting Agreement") with respect to the actuarial methodology for projecting or truing up costs, or for establishing or adjusting rates, shall be resolved by agreement between the Company Actuary and the ALPA Actuary.

C. Collaboration and Information Sharing for Purposes of Rate Setting and True Up Adjustments.

Both parties acknowledge that the purpose and intent of the processes described in this Rate Setting Agreement is to establish a good faith, collaborative, non-adversarial, transparent process for medical and dental plan rate setting so that ALPA can obtain the informed professional judgment of its health care actuarial advisor that the projection of Total Projected Costs, Aggregate Contribution Adjustment, and the Experience True-up have been carried out in accordance with the professional guidelines, and with the assumptions, methodology and standards, to which the parties have agreed as set forth in this Rate Setting Agreement. The parties further acknowledge and agree that ALPA shall rely, and is entitled to rely, on this process as the source of assurance that the rates per unit of coverage proposed to be charged to Pilots as described in this Rate Setting Agreement have been reasonably and correctly determined consistent with sound actuarial practice and the parties' agreed assumptions, methodology and standards.

Details related to the assumed enrollment and projected Aggregate 80/20 Cost Share for the Rating Year shall not be provided by the Company nor reviewed by the ALPA Actuary prospectively. The Company Actuary shall provide a statement to the ALPA Actuary regarding the aggregate cost share target for the Rating Year, attesting that the rates and assumptions used are projected to achieve the target. The Company Actuary shall provide ALPA the data and methodology reasonably required to validate the calculation of the Aggregate Contribution Adjustment at the same time the calculated is completed.

With respect to any new or modified wellness credit for the Core Medical Options and the Select Regional Medical Plans, the Company shall select participation assumptions and shall provide this information to the ALPA Actuary but shall not be reviewed by the ALPA Actuary, except at the time and to the extent necessary to verify the amount of any credit to Pilots as a result of the Aggregate 80/20 Cost Share.

D. Sharing of Information.

Both parties further agree that, in order for the rate-setting and Experience True-up processes to function in accordance with this Rate Setting Agreement, the Company, shall make full, fair and timely disclosure of all information affecting, or reasonably anticipated consistent with sound actuarial practice to affect, total plan costs for the applicable Rating Year and any year during the Experience Period, together with all information that could reasonably be considered relevant but that the Company and/or the Company Actuary have determined not to take into account, or are considering not taking into account, whether on grounds of lack of materiality, or lack of sufficient experience data to permit projection, or any other grounds. It is acknowledged that the disclosure required is the disclosure reasonably required to enable ALPA and ALPA's Actuary to satisfy themselves that the Company's rate setting and Experience True-up assumptions and calculations conform to the standards articulated in this Rate Setting Agreement. Any doubt is to be resolved in favor of disclosure at the earliest practicable time.

E. Confidential and Proprietary Information.

It is understood that, from time to time, adherence by the Company to the disclosure standards articulated herein may require disclosure to ALPA, to the ALPA Actuary and to other ALPA representatives, of information which is confidential or proprietary to the Company or to one or more of the Company vendors. The Company agrees that the

confidential or proprietary character of the information is not a ground for the Company to refuse disclosure, provided that, if requested by the Company or an affected vendor, ALPA and ALPA consultants and representatives enter into a confidentiality agreement substantially similar to confidentiality agreements used by the parties in the past.

F. Restrictions Applicable in Event of Non-Disclosure.

No fact or consideration having the effect of materially increasing Total Projected Cost, whether by increasing trend assumptions or otherwise, shall be taken into account for purposes of rate setting unless such fact or consideration has been disclosed to ALPA and the ALPA Actuary by June 1 of the Determination Year, the date by which the Company is required to provide ALPA preliminary data under Paragraph III.G. Nothing in the foregoing sentence shall preclude the routine updating of experience data prior to July 10 of the Determination Year.

G. Annual Rate-Setting and Aggregate Contribution Adjustments Schedule.

The parties shall adhere to the following timeline each year, unless otherwise agreed:

By This Date	Action to Be Taken
June 1	Company/Company Actuary shall provide preliminary data and calculations to ALPA/ALPA Actuary
June 15	ALPA/ALPA Actuary shall provide Company/Company Actuary with feedback on the preliminary calculations
July 10	Parties shall agree upon key projection assumptions (using “best estimate” standard and accuracy of data)
July 25	Company/Company Actuary shall provide final rates to ALPA/ALPA Actuary
August 1	ALPA shall provide the Company with written notice of final agreement or disagreement with final rates
October 31	Company/Company Actuary shall provide Aggregate Contribution Adjustment data and calculations to ALPA/ALPA Actuary (Medical only)
November 15	ALPA shall provide the Company with written notice of final agreement or disagreement on Aggregate Contribution Adjustments (Medical only)

H. Rate Setting and True-Up Disputes.

In the event any dispute arises between the Company Actuary and the ALPA Actuary regarding the accuracy or inaccuracy of data having a material effect on the computation of “Total Projected Cost” or “Aggregate Contribution Adjustments”, or as to whether any assumption meets the “best estimate” standard, then the Company may implement their suggested rate change and the Association shall be free to file an MEC grievance with an expedited arbitration on the issue of whether the data are accurate or whether the assumptions are appropriate.

I. Definition of Company.

Notwithstanding anything herein to the contrary, for purposes of this Letter of Agreement the terms "United Airlines" and "Company" include United Air Lines, Inc., Continental Airlines, Inc., and any other affiliate of such entities which sponsors any medical or dental plan referred to herein.

IV. The following provision applies to Bridge Retirement for Continental Pilots:

Any Pilot covered by the Prior CAL CBA who retires on or after the effective date of the Agreement and prior to January 1, 2014, shall be eligible to elect to retire under the retiree bridge medical provisions of Section 27, Part 6 of the Prior CAL CBA or under the retiree medical provisions of Section [24-F](#) of the Agreement. In either case, such Pilot shall be eligible to participate in the RHA VEBA under Section [24-G](#) of the Agreement.

This Letter of Agreement shall be effective on the Date of Signing of the Agreement and shall remain in full force and effect concurrent with the provisions of [24-G](#) of the Agreement, Insurance.

AGREED, this 18th day of December, 2012.

For United Airlines, Inc.:

**For the Air Line Pilots Association,
International:**

Captain Fred Abbott
Senior Vice President
Flight Operations

Captain Donald L. Moak
President
Air Line Pilots Association, International

P. Douglas McKeen
Senior Vice President
Labor Relations

Captain Jay Heppner
Chairman
UAL MEC

Captain Jay Pierce
Chairman
CAL MEC

Exhibit A to LOA 12-04

Methodology for Determining Actuarial Assumption for Medical and Rx Trend

The Company and ALPA agree on the following methodology for determining the actuarial trend assumption:

Part 1: Modified Combined S&P Medical and Rx Trend Rate

- a. The S&P "National ASO FFS Total Cost Index" (representing allowed amount trend for pre-Medicare active and retiree ASO plans) values as of December of the most recent prior year, with 3 months of run-out, will be obtained for Medical Only and Rx Only (and Combined Medical and Rx for purposes of comparison). A Reweighted Combined S&P Medical and Rx trend rate will be obtained based on the actual United Airlines proportion of incurred medical and Rx claims experience from the same period, applied to the S&P Medical Only and Rx Only trend rates.
Any adjustments to the Reweighted Combined S&P Medical and Rx trend rate or its underlying components to reflect anticipated economic changes not already reflected in the S&P Indices must be mutually agreed to by ALPA and United Airlines.
- b. A plan design leveraging factor will be agreed upon each year by actuaries representing ALPA and United Airlines and added to the Reweighted Combined S&P Medical and Rx trend rate.

The Reweighted Combined S&P Medical and Rx trend rate, plus the plan design leveraging factor creates the Modified Combined S&P Medical and Rx trend rate.

Part 2: Provided Health Care Trend Survey Result

ALPA and United Airlines' strategic actuary will each specify a preferred and an alternate independent published health care trend survey source. Published surveys may include, but are not limited to, the following sources:

- a. Aon Hewitt
- b. Milliman
- c. National Business Group on Health (NBGH)
- d. Willis Towers Watson
- e. PricewaterhouseCoopers
- f. Mercer
- g. Health Care Cost Institute (HCCI)
- h. Kaiser Family Foundation

The published results should attempt to reflect the most recent available trend rates before plan design changes for large, self-insured employer health plans. These trend rates will generally be combined Medical+ Rx.

The preferred and alternate sources must be designated before such results are published and used unless agreed to. Either or both parties may also choose to not provide published health care trend survey result(s). For both ALPA and United Airlines survey results respectively, the values used in Step

2 will be from a single source, in order of stated source preference. Any survey results used in Step 2 must be available by the deadlines and delivery dates specified in LOA5.

Part 3: Combined Trend Results

Combined medical and Rx trend rates from Parts 1 and 2 will be averaged to create the United Airlines Combined Medical and Rx trend rate. This average rate will be compared to the Part 1 Reweighted Combined result, with the resulting ratio applied to the respective Medical-only and Rx-only components (including leverage). The adjusted Medical-only and Rx-only rates may be rounded to the nearest 0.05%.

LOA 12-05

Long Term Disability Plan Transition

LETTER OF AGREEMENT

between

UNITED AIRLINES, INC.

and

THE AIR LINE PILOTS

in the service of

UNITED AIRLINES, INC.

as represented by the

AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

This Letter of Agreement is made and entered into in accordance with the provisions of Title II of the Railway Labor Act, as amended, by and between United Airlines (hereinafter referred to as the "Company") and the Air Line Pilots in the service of United Airlines, as represented by the Air Line Pilots Association, International (hereinafter referred to as the "Association" or "ALPA"),

Whereas, the Company and the Association have entered into the Agreement reflecting the merger between United Air Lines, Inc. ("United") and Continental Airlines, Inc. ("Continental");

WHEREAS, the Agreement provides for: (i) a new disability benefit plan for Pilots, the United Airlines Pilot Long Term Disability Plan (the "Pilot LTD Plan"); (ii) continued disability benefits for certain disabled Pilots under the United Air Lines, Inc. Pilot Disability Income Plan (the "PDI Plan") and the Continental Airlines, Inc. Long Term Disability Program for Pilots (the "LOL/LTD Plan"); and (iii) certain transition rules related to such plans;

WHEREAS, the provisions relating to benefits under the Pilot LTD Plan are set forth in Section [24](#) of the Agreement, except as otherwise provided herein;

WHEREAS, the parties desire to set forth the terms of their agreement with respect to transition issues relating the plans described above;

NOW THEREFORE the parties to this Letter of Agreement hereby agree as follows:

Capitalized terms in this Letter of Agreement are defined in the Agreement unless otherwise indicated. Notwithstanding anything to the contrary in Section [24](#) of the Agreement, the Pilot LTD Plan, the PDI Plan, or the LOL/LTD Plan, each such document shall be interpreted in accordance with the terms of this LTD Transition Agreement.

1. Pilots Receiving PDI Plan or LOL/LTD Plan Benefits As of Effective Date.

Any Pilot receiving benefits under the PDI Plan or LOL/LTD Plan immediately prior to the Effective Date of the Agreement shall continue to receive such benefits under the terms of such plan. If any such Pilot returns to Active Service (even for one (1) day), thereafter the Pilot shall be automatically eligible to participate in the Pilot LTD Plan in accordance with its terms and shall no longer be eligible to participate in the PDI Plan or LOL/LTD Plan, as applicable. The following duration of benefits rules shall apply to Pilots receiving benefits under the PDI Plan or the LOL/LTD Plan on the Effective Date of the Agreement:

- (a) Duration of Benefits – PDI Plan Post-12/13/07 Disableds.

For any Pilot who commenced benefits under the PDI Plan on or after December 13, 2007, such Pilot shall be paid to the legally-mandated retirement age or, if earlier, the date on which the Pilot ceases to be permanently grounded and returns to Active Service as a Pilot.

(b) Duration of Benefits – PDI Plan Pre-12/13/07 Disableds.

For any Pilot who commenced benefits under the PDI Plan prior to December 13, 2007 and is still receiving benefits as of the Effective Date of the Agreement, the Company shall file for a declaratory judgment in the United States District Court for the Northern District of Illinois to seek a binding court decision as to the ADEA requirements regarding minimum legally permissible duration of PDI Plan benefits for pre-December 13, 2007 disabled Pilots. Pending a judicially final decision on the Company's request for declaratory relief, the Agreement between the Company and the Association dated April 3, 2009 (the "Stand-Still Agreement") shall remain in effect and the Company agrees that it shall not, prior to such judicially final decision, exercise its right under Paragraph 8 of the Stand-Still Agreement to terminate said Agreement. For purposes of this Paragraph, a "judicially final decision" is a decision of the United States District Court which, if appealed, has been sustained on appeal, or as to which the time for appeal or petition for certiorari has expired.

(c) Duration of Benefits – LOL/LTD Plan 4/1/05 to 12/13/07 Disableds.

For any Pilot who commenced benefits under the LOL/LTD Plan on or after April 1, 2005 but prior to December 13, 2007, and whose benefits are scheduled to cease at age 60, the Company shall treat such Pilot the same as Pilots described in (b) above, including paying such Pilots LOL/LTD benefits during the pendency of the federal declaratory judgment action described in (b) above, pending a judicially final decision (as defined in (b) above).

(d) Duration of Benefits – LOL/LTD Plan for All Other Disableds.

For any Pilot, other than a Pilot in (c) above, receiving benefits under the LOL/LTD Plan as of the Effective Date of the Agreement, such Pilot shall receive benefits until the legally-mandated retirement age or, if earlier, the date on which the Pilot recovers from disability and returns to Active Service.

2. Transitional Coverage Rules.

- (a) A Pilot on any leave of absence as of the Effective Date of the Agreement may commence participation in the Pilot LTD Plan by presenting his FAA First Class Medical Certificate (or FAA Second Class Medical Certificate, if sufficient to qualify for current bid status) and paying the Pilot portion of the contribution as set forth in Section 24-H-2-b of the Agreement. In that case, in the event the Pilot becomes disabled while still on leave, the Pilot shall be entitled to benefits under the Pilot LTD Plan. A Pilot may also elect not to participate during the leave of absence by declining to pay the required contribution and instead may re-enter the Plan automatically upon return to Active Service by presenting his FAA First Class Medical Certificate (or FAA Second Class Medical Certificate, if sufficient to qualify for current bid status, provided the Pilot relying on a Second Class Certificate returns to Active Service within twelve (12) months following the Effective Date of this

Agreement). In that case, in the event the Pilot becomes disabled while still on leave, the Pilot shall not be entitled to benefits under the Pilot LTD Plan.

- (b) A Pilot absent on the Effective Date of the Agreement due to sickness (not on a leave of absence) is an Active Pilot and shall be treated as such under the terms of Section [24-H](#) of the Agreement. A Pilot who was covered under the Prior UAL CBA and who on the Effective Date of the Agreement is absent due to sickness (including an illness or medical leave of absence) or vacation and ineligible to enter the Pilot LTD Plan on the Effective Date (due to lack of required Medical Certificate), such Pilot shall continue to be eligible for coverage under the PDI Plan (and STD Plan) unless and until (i) such Pilot returns to Active Service or (ii) becomes eligible for the Pilot LTD Plan due to regaining the required medical certificate. If (i) or (ii) occurs, the Pilot shall no longer be eligible for coverage under the PDI Plan and shall instead be eligible for coverage under the LTD Plan to the extent provided under Section [24-H](#) of the Agreement. If the Pilot becomes eligible for benefits under the PDI Plan prior to the occurrence of (i) or (ii) (i.e., is permanently grounded), benefits shall be payable until the legally-mandated retirement age or, if earlier, the date on which the Pilot ceases to be permanently grounded and returns to Active Service as a Pilot. If any such permanently grounded Pilot returns to Active Service (even for one day), thereafter the Pilot shall be automatically eligible to participate in the Pilot LTD Plan in accordance with its terms and shall no longer be eligible to participate in the PDI Plan.

3. Transitional Benefit Rules.

Subject to Paragraph 2 of this Letter of Agreement, if the Pilot's date of disability as determined by the LTD Administrative Committee is prior to the Effective Date of the Agreement, benefits shall be determined under the PDI Plan or LOL/LTD Plan, whichever is applicable, in which case benefits shall be payable until the legally-mandated retirement age or, if earlier, the date on which the Pilot ceases to be permanently grounded or disabled, as applicable, and returns to Active Service as a Pilot. Otherwise, benefits shall be determined under the Pilot LTD Plan. The LTD Administrative Committee may determine, subject to the rights of review provided under the Plan and under Section 24-J-6 of the Agreement, that with respect to a particular Pilot a date other than the date of disability is more appropriate in determining under which plan benefits should be paid. If such Pilot is determined to be covered under the PDI Plan or LOL/LTD Plan and has made contributions to the Pilot LTD Plan in accordance with Paragraph 2 of this Letter of Agreement, then the LTD Administrative Committee shall refund any such contributions to the Pilot, and, in the case of a Pilot who is to receive benefits under the LOL/LTD Plan, such Pilot shall not be required to pay any contributions to the LOL/LTD Plan attributable to any period commencing on or after the Effective Date of the Agreement.

4. Pilots Owing Amounts to the PDI Plan or LOL/LTD Plan.

A Pilot who, as of the Effective Date of the Agreement, owes any overpayment to the PDI Plan or the LOL/LTD Plan (or to the Company with respect thereto) shall not be eligible for coverage under the Pilot LTD Plan unless the Pilot has repaid, is in the process of repaying (and continues to do so), or commences repaying (and continues to do so) such overpayment in accordance with the terms of the PDI Plan or LOL/LTD Plan, as applicable, or the Prior CAL CBA or Prior UAL CBA as

applicable. Any Pilot paying LOL/LTD Plan back premiums shall, as of the Effective Date of the Agreement, cease to owe any further back premiums under the LOL/LTD Plan provided the Pilot was making payments as required under the Pilot's payment plan immediately prior to the Effective Date. Any Company contributions relating to back premiums shall also cease as of the Effective Date of the Agreement.

5. Recurring Disability.

For a Pilot who returns to Active Service from receiving disability benefits that commenced prior to the Effective Date of the Agreement, becomes covered under the Pilot LTD Plan, and then goes back out on disability for the same disability within twenty four (24) months, the LTD Administrative Committee shall determine whether the Pilot is subject to the waiting period under the Pilot LTD Plan by applying the Pilot LTD Plan's recurring disability and waiting period rules as if the Pilot had been covered under the Pilot LTD Plan prior to the Effective Date of the Agreement.

6. Administrative Committees.

For the first thirty-six (36) months following the Effective Date the Administrative Committee of the LOL/LTD Plan (the "LOL/LTD Administrative Committee") shall continue in existence and a new Administrative Committee shall be established for the Pilot LTD Plan (the "LTD Administrative Committee") in accordance with the following:

- (a) the Association members of the LTD Administrative Committee shall include one Pilot who was covered by the Prior CAL CBA and one Pilot who was covered by the Prior UAL CBA; and
- (b) the LOL/LTD Administrative Committee shall have the powers and duties set forth in the Prior CAL CBA and the LOL/LTD Plan, and the Association members (but not necessarily the alternates) of the LOL/LTD Administrative Committee shall be Pilots who were covered by such agreement.
- (c) From and after the Effective Date of the Agreement, all determinations required by this LTD Transition Agreement, or regarding its interpretation or application, shall be made by the LTD Administrative Committee, subject to review as provided in Sections 24-H-17 and 24-J-6 of the Agreement.

After thirty-six (36) months, the LOL/LTD Administrative Committee shall merge into the LTD Administrative Committee and thereafter be subject to the provisions of Section 24-H-16 (Administrative Committee) and have authority over both the LOL/LTD Plan and the Pilot LTD Plan.

7. Opt-Outs Following Automatic Enrollment.

For automatic enrollments pursuant to Section 24-H-1 of the Agreement that occur upon the Effective Date of the Agreement, any Pilot who files an opt-out election in accordance with the LTD Administrative Committee's process within ninety (90) days following the Effective Date of the Agreement shall be retroactively disenrolled from the Pilot LTD Plan and have any Pilot premiums refunded and current-year imputed income reversed. The Company shall provide the Association with a list of Pilots who opt-out under this provision upon request of the Association.

8. Transition.

The Company and the Association shall meet and agree regarding disability plan transition issues throughout implementation of Pilot LTD Plan, including development of required Pilot contributions and appropriate communications, and commit to transparent communication and sharing of information regarding disability transition issues.

9. The parties agree to the following regarding the "HIMS Benefit":

(a) Section 24-H-13 of the collective bargaining agreement between the Company and the Association (the "CBA") provides a special drug, alcohol, and substance abuse benefit (the "HIMS Benefit") for Pilots disabled on or after December 30, 2012 who participate in the Company's HIMS/EAP drug, alcohol, and substance abuse treatment program (the "HIMS Program"). The HIMS Benefit under Section 24-H-13 is limited to a lifetime maximum of 24 months. Pilots who receive the HIMS Benefit are also entitled to receive certain other benefits as provided in Section 24-H-14.

(b) The Company and the Association hereby agree that, effective February 1, 2013, the group of Pilots eligible for the provisions of Section 24-H-13 shall include the Pilots described in (i). below on the terms set forth in (ii). through (v). below:

- i. The HIMS Benefit under Section 24-H-13 shall be paid to any otherwise eligible Pilot whose disability date occurred prior to December 30, 2012, but who participates in the HIMS Program on or after February 1, 2013 (a "pre-CBA Pilot"), provided the Pilot continues to comply with all HIMS Program requirements.
- ii. The HIMS Benefit paid to a pre-CBA Pilot (including any required gross-up for taxes) shall be paid for by the LTD Plan and not by the Company (except to the extent, if any, that the cost of providing the HIMS Benefit to pre-CBA Pilots is reflected in future Company and Pilot contributions to the LTD Plan), even if the Pilot is not otherwise a participant in the LTD Plan or the predecessor sUA or sCO disability plans.
- iii. The HIMS Benefit for a pre-CBA Pilot shall not be payable for any month of participation in the HIMS Program prior to February 1, 2013.
- iv. The HIMS Benefit for a pre-CBA Pilot shall count against the Pilot's maximum 24 months of HIMS Benefit under Section 24-H-13, provided, however, that no period of disability prior to February 1, 2013 shall count against the 24 month maximum.
- v. The provisions of Section 24-H-14 shall apply to a pre-CBA Pilot while receiving the HIMS benefit under this Letter of Agreement. The cost of benefits under Section 24-H-14 shall be borne as provided in the first sentence of said Section and not by the LTD Plan.
- vi. The Company and the Association will ensure that the modification to the HIMS Benefit reflected herein will be a benefit of the LTD Plan.

10. "PDI Plan".

The term "PDI Plan" means the United Pilot Disability Income Plan as in effect immediately before the Effective Date of the Agreement.

- (a) This subparagraph 10(a) shall apply to Workers' Compensation settlements and awards that occurred on or after December 1, 2011.
 - i. For purposes of Section J(2)(b) of LOA 03-16, the term "Workers' Compensation income benefits" shall include the following types of settlements or awards:
 - a. Temporary total disability benefits (e.g., Section 8(b) of the Illinois Workers Compensation Act ("IWCA")) , reduced by the amount, if any, returned by the Pilot to the Company pursuant to Section 13-A-7 of the Pilots' Agreement and further reduced by any amount recovered by the Company or its insurer pursuant to its right of subrogation under Section 5(b) of the IWCA.
 - b. Maintenance benefits (e.g., Section 8(a) of the IWCA)
 - c. Temporary partial disability benefits (e.g., Section 8(a) of the IWCA)
 - d. Wage differential 10ss benefits (e.g., Section 8(d)(l) of the IWCA)
 - e. Loss of a person as a whole (e.g., Section 8(d)(2) of the IWCA) will be offset at 25% of the award
 - f. Permanent total disability benefits (e.g., Section 8(f) of the IWCA)

With respect to subsections (d), (e) and (f) above, in the case of a lump sum settlement or award, the amount of the monthly offset shall be determined as a pro rata amount as follows. The Pilot's life expectancy shall be determined based upon the applicable mortality table pursuant to Internal Revenue Code Section 417(e)(3)(B). The pro rata portion of the lump sum settlement or award to be applied as an offset is calculated using: (i) a numerator that is the difference between the payment date of the lump sum settlement or award and the date that the Pilot will have received all POI benefits (measured in months and tenths of months); and (ii) a denominator that is the difference between the payment date of the lump sum settlement or award and the Pilot's projected date of death (measured in months and tenths of months). The resulting fractional portion of the lump sum settlement or award is then divided by the number of months of PDI payments until the Pilot will have received all POI payments. The foregoing shall not apply to any portion of a lump sum settlement or award that is a retroactive settlement or award.

- ii. For purposes of Section J(2)(b) of LOA 03-16, the term "Workers' Compensation income benefits" shall exclude settlements or awards for Specific loss (e.g., Section 8(e) of the IWCA).
- iii. Awards of attorneys' fees and related expenses will be an offset, up to a maximum of 50% of such award. In the case of lump sum settlements or awards, the amount of the monthly POI offset will be determined in accordance with the methodology set forth in the final paragraph of Section 1 above.
- iv. The 2010 PDI Offset LOA from the subsidiary UAL Agreement regarding optional waiver of any Workers' Compensation income benefits offset to POI remains in effect.

- v. For any offset to POI benefits (not just Workers' Compensation income benefits), the offset shall reduce the POI monthly benefit and then such reduced amount shall be paid to the Pilot, subject to any applicable state or federal taxes.
 - vi. Offset of Workers' Compensation awards and/or settlements in jurisdictions other than Illinois shall be determined and applied, as nearly as reasonably possible, consistent with this subparagraph 10(a).
- (b) This subparagraph 10(b) shall apply to erroneous benefit payments under the United Pilot Disability Income Plan (as maintained pursuant to the 2003 Pilot Agreement and as continued for the benefit of certain legacy United Pilots under this Letter of Agreement (Long Term Disability Plan Transition), in accordance with the following provisions:
- i. General Principles:
 - a. This process will apply to correction of erroneous benefit payments as follows:
 - 1. correction of any erroneous benefit payment occurring on or after October 15, 2013;
 - 2. with respect to correction of erroneous benefit payments under the circumstances described in subparagraphs 10(b)(ii)(b)(1) and 10(b)(ii)(b)(2) below, any erroneous benefit payment occurring on or after July 1, 2012 and before October 15, 2013 of which the Company or its Claims Administrator first becomes aware on or after October 15, 2013 and prior to December 15, 2013;
 - 3. with respect to correction of erroneous benefit payments under the circumstances described in subparagraph 10(b)(ii)(b)(3) below, any erroneous benefit payment occurring prior to October 15, 2013 of which the Company or its Claims Administrator first becomes aware on or after October 15, 2013; and
 - 4. any erroneous benefit payment identified by the Company or its Claims Administrator on or after October 15, 2011 but prior to October 15, 2013 for which the Company or its Claims Administrator had not, as of October 15, 2013, implemented a corrective adjustment arrangement with the Pilot.

All erroneous benefit payments not described above are barred. Any corrective adjustment arrangements existing as of October 15, 2013, remain in place.
 - b. This process will constitute the exclusive mechanism for correcting erroneous POI benefit payments, i.e., no other collection techniques will be used, except where expressly permitted after cessation of POI benefit payments in this process. This procedure does not apply to correction of erroneous payments of any other type of benefits, wages, etc.
 - c. There will be no reduction of PDI benefits to recoup any overpayment of anything other than PDI benefits.
 - d. Corrective benefit adjustments will not commence (or will be suspended) from the date a grievance is filed with respect to an alleged erroneous benefit payment until issuance of a System Board award, provided that the grievance is scheduled for a

System Board hearing on a date that is no later than 180 days following the last date on which ALPA may submit the dispute to the System Board under Section [17](#) of the Pilot's Agreement.

ii. Notice of Erroneous Payment

- a. The Company (or its Claims Administrator) will provide the Pilot and the Chairman of the UAL MEC R&I Committee (or his designee) with written notice of any erroneous benefit payment. The notice will provide details and an explanation of the alleged erroneous payment and show the calculation of the erroneous payment and the amount of the default corrective PDI benefit adjustment.
- b. The Pilot's future PDI benefits shall be adjusted in order to correct past erroneous payments, subject to the following:
 1. In the case of an erroneous past payment(s) caused by a miscalculation of PDI benefits and resulting in the benefit payment(s) exceeding the Pilot's actual benefit entitlement, the Company (or its Claims Administrator) must notify the Pilot in writing of the error by the later of: (i) 180 days following the first miscalculated PDI payment; or (ii) December 1, 2013. In such case, the Company (or its Claims Administrator) will propose a reasonable corrective adjustment, which, unless the Pilot agrees to a greater percentage adjustment, shall not reduce the Pilot's PDI monthly benefit amount by more than 20%, net of all offsets (other than the offset for Actual Earnings under the 2010 PDI Offset LOA from the subsidiary UAL Agreement) and net of any other corrective reduction already in place. Failure by the Company or its Claims Administrator to issue a notice of erroneous payment within the time permitted by this subparagraph 10(b)(ii)(b)(1) shall constitute a waiver of the Company's right to correct future payments.
 2. In the case of an erroneous payment caused by a failure to offset Workers' Compensation income benefits under Section J(2)(b) of LOA 03-16, the Company or its Claims Administrator must notify the Pilot in writing of the failure to offset by the later of: (i) 180 days following the date on which the offset should first have been applied; or (ii) December 1, 2013. In such case, the Company (or its Claims Administrator) will propose a reasonable corrective adjustment, which, unless the Pilot agrees to a greater percentage reduction, shall not reduce the Pilot's PDI monthly benefit amount by more than 20%, net of all offsets (other than the offset for Actual Earnings under the 2010 PDI Offset LOA from the subsidiary UAL Agreement) and net of any other corrective reduction already in place. Notwithstanding the foregoing, in the case of a settlement or award of Workers' Compensation income benefits providing for retroactive payment of benefits, the 180 day period in clause (i) shall run from the date of the retroactive settlement or award and "30%" shall be substituted for "20%" in the preceding sentence. Failure to provide notice of failure to offset within the time permitted by this Subsection (b) shall constitute a waiver of the Company's right to correct future payments.

3. In the case of an erroneous benefit payment caused by failure to offset any other amounts referred to under Section J(2) of LOA 03-16, the Company or its Claims Administrator must notify the Pilot in writing of the failure to offset by the later of: (i) 180 days following the earliest date on which the Company or its Claims Administrator knew, or reasonably should have known, of the facts giving rise to the erroneous benefit payment; or (ii) December 1, 2013. In such case, the Company or its Claims Administrator shall propose a reasonable corrective adjustment which, unless the Pilot agrees to a greater percentage reduction, shall not reduce the Pilot's PDI monthly benefit amount by more than 30%, net of all offsets (other than the offset for Actual Earnings under the 2010 PDI Offset LOA from the subsidiary UAL Agreement) and net of any other corrective reduction already in place.
4. Notwithstanding anything in the foregoing or elsewhere in this process to the contrary, in the case of an erroneous benefit payment(s) resulting in the Pilot receiving less than the PDI benefit to which he or she is actually entitled, the Pilot's future benefit payments will be adjusted to the correct actual benefit entitlement, and all amounts due to the Pilot as a result of past erroneous payments will be paid in a single lump sum amount, as soon as administratively practicable (not more than 60 days) after discovery of the error.
- c. In the case of a Pilot who either fails to respond within 60 days to the Company's or Plan Administrator's written notice or who refuses to agree to any corrective adjustment, the Company or its Plan Administrator shall have the authority to implement such corrective adjustment as it or they deem appropriate, subject to the limitation that no corrective adjustment shall result in a reduction to the Pilot's future PDI benefits in excess of the maximum amount described above for the applicable type of error, plus 5%. The Company or its Claims Administrator will promptly give the Pilot written notice of the corrective adjustment which adjustment shall be effective commencing with the first day of the second calendar month following the date of such notice.
- d. If the Pilot ceases to qualify for PDI benefits as a result of recovery from disability and return to active service, the Pilot shall make monthly payments to the plan in an amount equal to, and for the same duration as, the corrective adjustment that was in place. In such case, if the Pilot fails to make scheduled payments, the matter will be sent to collections. In addition, if a Pilot whose benefit is subject to a corrective adjustment as a result of circumstances described in subparagraph 10(b)(ii)(b)(2) or (3) above ceases to qualify for PDI benefits as a result of reaching the limiting age for PDI, the Pilot shall make payments to the plan in an amount equal to, and for the same duration as, the corrective adjustment that was in place and, if the Pilot fails to make scheduled payments, the matter will be sent to collections. In all other cases, if the Pilot ceases to qualify for PDI benefits for any reason, all collection efforts will cease. Notwithstanding anything in the foregoing to the contrary, the Pilot's obligation to make payments, and all collection efforts, will cease in the event of the Pilot's death.

- e. The Company and the Association reserve the right, in particular cases, to modify the amount and/or timing of any corrective adjustments to PDI benefits, or payments after cessation of PDI benefits. The Company may, if requested by ALPA, grant reasonable modifications to the corrective adjustment schedule in cases of hardship to the Pilot.

11. Definition of Company.

Notwithstanding anything herein to the contrary, for purposes of this Letter of Agreement the terms "United Airlines" and "Company" include United Air Lines, Inc., Continental Airlines, Inc., and any other affiliate of such entities that sponsors any disability plan referred to herein.

This Letter of Agreement shall be effective on the Effective Date of the Agreement and shall remain in full force and effect concurrent with the provisions of Section 24. References in this Letter of Agreement to "Effective Date" or "Effective Date of this Agreement" refer to the original effective date of the UPA as it pertains to Pilot LTD.

AGREED, this 18th day of December, 2012.

For United Airlines, Inc.:

**For the Air Line Pilots Association,
International:**

Captain Fred Abbott
Senior Vice President
Flight Operations

Captain Donald L. Moak
President
Air Line Pilots Association, International

P. Douglas McKeen
Senior Vice President
Labor Relations

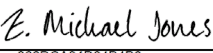
Captain Jay Heppner
Chairman
UAL MEC

Captain Jay Pierce
Chairman
CAL MEC

IN WITNESS WHEREOF, the parties hereto have signed this Agreement this 29th day of September, 2023.

FOR UNITED AIRLINES, INC.

FOR THE AIR LINE PILOTS ASSOCIATION, INT'L

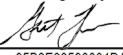
DocuSigned by:

862DC94D84B4B0...
Z. Michael Jones, Vice President
Labor Relations

DocuSigned by:

82F12A2E579B481...
Captain Marc Champion
Vice President Flight Operations

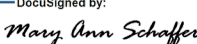


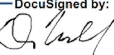
Captain Jason Ambrosi, President
Air Line Pilots Association, Intl

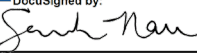
DocuSigned by:

95B3E93598804DA...
Captain Garth Thompson, Chair
United Master Executive Council

DocuSigned by:

E1B069DEBD43491...
Mike Hansen, Managing Director
LR & Labor Economics

DocuSigned by:

B6E2748ED804D2...
Captain Mary Ann Schaffer,
Managing Director Aviation Safety

DocuSigned by:

CCF27B1E08AB4F7...
Captain David Zullo, Director
Pilot Contract Administration

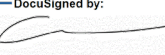
DocuSigned by:

D488EA0235FC480...
Sarah Nau, Director
Labor Relations

DocuSigned by:

11276381F91740E...
Captain Phil Otis, Chair
UAL MEC Negotiating Committee

DocuSigned by:

3DC6532BE33E4AC...
Captain Andy Riggs, Vice-Chair
UAL MEC Negotiating Committee

DocuSigned by:

4C9D957A868D469...
Captain Adrian Rivero, Member
UAL MEC Negotiating Committee

LOA 12-06

Union Security and Check-Off

LETTER OF AGREEMENT

between

UNITED AIRLINES, INC.

and

THE AIR LINE PILOTS

in the service of

UNITED AIRLINES, INC.

as represented by the

AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

THIS LETTER OF AGREEMENT is made and entered into in accordance with the provisions of Title II of the Railway Labor Act, as amended, by and between UNITED AIRLINES, INC. (hereinafter referred to as "the Company" or "United") and the AIR LINE PILOTS in the service of UNITED AIRLINES, INC., as represented by the AIR LINE PILOTS ASSOCIATION, INTERNATIONAL (hereinafter referred to as "the Association" or "ALPA").

The parties agree agreed to certain union security provisions and provisions for the check-off of dues and certain other amounts as follows:

A Union Security & Agency Shop

A-1 Required Membership or Payment of Service Charge

Each Pilot on the Seniority List shall be required, as a condition of employment, beginning sixty (60) days after the completion of his probationary period to: a) be or become a member of the Association or b) pay a monthly service charge to the Association for the administration of the Agreement and representation of the Pilot.

A-1-a Amount of Monthly Service Charge

The monthly service charge shall be equal to the Association's regular monthly dues, initiation fee and periodic assessments, including assessments by the Association and assessments by the UAL MEC, which would be required to be paid by such Pilot if a member.

A-1-b Exception to Required Monthly Service Charge

Neither membership in the Association nor the payment of a service charge shall be required from any Pilot: 1) for whom membership is not available upon the same terms and conditions generally applicable to any other member or 2) as to whom membership was denied or terminated for any reason other than the failure to tender periodic dues, initiation fees and assessments uniformly required by the Association or the United Air Lines MEC as a condition of acquiring or retaining membership.

A-1-c Uniform Treatment of Members and Non-Members

The Association shall treat members and non-members alike in calculating the amounts due, in establishing the due date of payments, and in determining whether a Pilot's account is delinquent.

A-2 Delinquent Payments

A-2-a Notice of Delinquency

If any Pilot covered by the Agreement becomes delinquent in the required payment of the service charge under Paragraph A-1 of this Letter of Agreement or any Association or MEC assessment, or if any Association member loses membership on account of the non-payment of dues or any Association or MEC assessment, the Association may notify such Pilot by Certified Mail, return receipt requested, and by regular U.S. mail, with a copy to the Company's senior-most flight-qualified Vice-President in charge of Flight Operations ("SRVP—Flight Operations") or his designee.

A-2-b Content of Notice

The notice of delinquency shall advise the Pilot that: (1) he is delinquent in his required payments; (2) the total amount due to the Association; (3) the period for which he is delinquent; (4) he must remit the required payment within fifteen (15) days; and (5) he is subject to discharge as an employee of the Company for failure to remit payment within the required time period.

A-2-c Deemed Receipt of Notice

The notice of delinquency shall be deemed received by the Pilot, whether or not it is personally received by him, when mailed by the Association Certified Mail, Return Receipt Requested, postage prepaid to the Pilot's last known address or to any other address which the Pilot has designated.

A-2-d Duty of Pilot

It is the duty of every Pilot covered by the Agreement to notify the Association's Membership Services Department of every change in his home address or other mailing address to which the notice of delinquency can be sent, if the Pilot's home address is at any time unacceptable for this purpose.

A-3 Certification of Uncured Delinquency; Discharge

If the Pilot remains delinquent after the expiration of the 15-day period, the Association shall certify in writing to the SRVP-Flight Operations or his designee, with a copy to the Pilot, both by Certified Mail, Return Receipt Requested, that the Pilot has failed to make payment within the time allowed and is, therefore, to be discharged. The SRVP-Flight Operations shall take the proper steps to discharge the Pilot from the service of the Company as soon as possible, and in any event shall notify the Pilot of his discharge within twenty-one (21) days after receipt of the notice requesting discharge.

A-4 Protest and Appeal of Discharge

A protest by a Pilot who is to be discharged as provided in Paragraph A-3 of this Letter of Agreement shall be subject to the following procedures:

A-4-a Request for Review

A Pilot who believes the provisions of Paragraph A of this Letter of Agreement have been improperly interpreted or applied as they pertain to him, may protest the discharge by submitting a written request for review within ten (10) days after receiving the notification of discharge. The request must be sent by Certified Mail, Return Receipt Requested, to the SRVP-Flight Operations or his designee, who shall provide a written decision, no later than ten (10) days following receipt of the Pilot's request.

A-4-b Decision of SRVP-Flight Operations

The written decision of the SRVP-Flight Operations or his designee shall be sent to the Pilot, with a copy to the Association, both by Certified Mail, Return Receipt Requested. This decision shall be final and binding on all interested parties, unless appealed as provided below.

A-4-b-(1) If the SRVP-Flight Operations' decision is not satisfactory to the Pilot or the Association, either may appeal within ten (10) days from the receipt of the decision, by filing a notice of appeal. Such notice shall be sent to the other party and to the Company, by Certified Mail, Return Receipt Requested.

A-4-b-(2) The appeal shall be submitted to a neutral arbitrator. The neutral arbitrator shall be selected by the Pilot and the Association within ten (10) days after receipt of the notice of appeal. In the event the Pilot and the Association fail to agree upon a neutral arbitrator within the 10-day period, either may request the National Mediation Board to provide a panel of neutral arbitrators, from which the parties shall select a neutral using the strike method.

A-4-b-(3) The hearing before the neutral arbitrator shall be held as soon as possible, and the decision of the neutral arbitrator shall be requested within thirty (30) days after the hearing. The neutral arbitrator's decision shall be final and binding on all parties. The neutral arbitrator's fees and charges shall be borne equally by the Pilot and the Association.

A-4-c Status of Pilot Pending Appeal

During the protest period, and until final decision is rendered by the SRVP-Flight Operations as provided in Paragraph A-4-b of this Letter of Agreement, the Pilot shall not be discharged nor lose any seniority rights on the basis of the asserted delinquency in payment of financial obligations to the Association.

A-4-d Characterization of Discharge

A Pilot discharged by the Company under the provisions of Paragraph A of this Letter of Agreement shall have been "discharged for cause" within the meaning of the Agreement.

A-5 Indemnification of Company by Association

The Company shall be held harmless and indemnified by the Association for any and all claims, awards or judgments, including court costs, which may result from action by any Pilot or Pilots by virtue of the wrongful application and/or misinterpretation of any of the terms of Paragraph A of this Letter of Agreement.

A-6 Exception for Pilots in Management Positions

The requirements referenced in Paragraphs A-1 of this Letter of Agreement shall not apply to any Pilot during periods of time he holds a management position.

B Authorized Payroll Deductions**B-1 Association Dues, Service Charges and Assessments****B-1-a Company Deduction and Transmission of Dues**

During the life of the Agreement, the Company shall deduct on a monthly basis from the earnings of each Pilot and remit to the Association, along with an accounting thereof, an amount equal to the Association's regular monthly dues or service charges and any assessments, provided such Pilot voluntarily executes the appropriate dues check-off form specified in Paragraph B-5 of this Letter of Agreement. In addition, the Company shall deduct on a monthly basis from the earnings of any Pilot who voluntarily executes the Check-Off Form for past Association financial obligations specified in Paragraph B-5 of this Letter of Agreement, the amount specified in the form. For purposes of Paragraph B-1-a of this Letter of Agreement, the term "earnings" shall include hourly pay, overrides, profit sharing, bonuses, and all other airline income received by the Pilot in service with the Company.

B-1-b Transmission of Checked-Off Amounts

The Company shall remit the amounts deducted under Paragraph B-1 of this Letter of Agreement to the Association in the manner and at the time provided in Paragraph B-5 of this Letter of Agreement.

B-1-c Association Obligation to Refund Duplicate or Improperly Deducted Amounts

The Association shall provide refunds to affected members for duplicate payments and/or for amounts deducted for dues, service charges and assessments that are not in conformity with the provisions of the Association Constitution and Bylaws.

B-2 Voluntary Charitable Contributions**B-2-a Deduction of Contributions to UAL Pilots Charitable Foundation**

During the life of the Agreement, the Company shall deduct from the pay of each Pilot the dollar amount authorized by the Pilot as a charitable contribution by the Pilot to the United Air Lines Pilots' Charitable Foundation, Inc. (the "Foundation"), provided that such Pilot voluntarily executes the appropriate Check-Off Form under Paragraph B-5 of this Letter of Agreement.

B-2-b Transmission of Contributions to the Foundation

The Company shall remit the amounts deducted under Paragraph B-2 of this Letter of Agreement to the Foundation in the manner and at the time provided in Paragraph B-5 of this Letter of Agreement.

B-3 Contributions to ALPA Furlough Fund**B-3-a Deduction of Contributions to Furlough Fund**

During any period during which the UAL MEC declares the Air Line Pilots Association Furlough Fund (the "ALPA-FF") to be active, the Company agrees to deduct from the earnings of each Pilot who authorizes such contributions by voluntarily executing the appropriate Check-Off Form under Paragraph B-5 of this Letter of Agreement the amount specified in the Form (which shall be the contribution amount determined by the MEC at the time it activates or reactivates the ALPA-FF), and to contribute that amount to the ALPA-FF.

B-3-b Status of ALPA-FF

As of the effective date of the Agreement, the ALPA-FF is inactive. The Association reserves the right to reactivate the ALPA-FF at any time upon written notice to the Company.

B-3-c Transmission of Contributions to ALPA-FF

The Company shall remit the amounts deducted under Paragraph B-3 of this Letter of Agreement to the ALPA-FF in the manner and at the time provided in Paragraph B-5 of this Letter of Agreement, together with a list of contributing Pilots and the amount contributed by each.

B-4 Political Action Committee (PAC) Contributions**B-4-a Contributions to ALPA-PAC**

The Company shall deduct monthly contributions to the Air Line Pilots Association Political Action Committee ("ALPA-PAC") from the pay of each Pilot who voluntarily authorizes such deductions by completing the applicable Check-Off form under Paragraph B-5 of this Letter of Agreement, in the amount specified by the Pilot in such form.

B-4-b Contributions to UP-PAC

The Company shall deduct monthly contributions to the United Pilots Political Action Committee ("UP-PAC") from the pay of each Pilot who voluntarily authorizes such deductions by completing the applicable Check-Off form under Paragraph B-5 of this Letter of Agreement, in the amount specified by the Pilot in such form.

B-4-c Transmission of Contributions to ALPA-PAC and UP-PAC

The Company shall remit the amounts deducted to the applicable PAC in the manner and at the time provided in Paragraph B-5 of this Letter of Agreement, together with a list of contributing Pilots and the amount contributed by each.

B-4-d The Association shall pay the Company the reasonable costs incurred in implementing and maintaining the ALPA-PAC and UP-PAC contribution processes.

B-4-e The Association certifies to the Company that:

B-4-e-(1) No assignment and authorization shall be transmitted to the Company which was obtained by the Association under the twice-yearly solicitation provisions of Section 441b.(b)(4)(B) of Title 2 of the United States Code;

B-4-e-(2) All funds transmitted to the ALPA-PAC shall be used solely in connection with federal elections; and

B-4-e-(3) All funds transmitted to the UP-PAC shall be used solely in connection with federal, state, and local elections.

B-5 Check-Off Forms**B-5-a Adoption of Check-Off Forms**

The Check-Off Forms to be used under Paragraph B shall be as follows:

B-5-a-(1) The Check-Off Form for authorizing deduction of current and future dues, assessments and service charges under Paragraph B-1-a of this Letter of Agreement is attached to this Letter of Agreement as Appendix A.

B-5-a-(2) The Check-Off Form for authorizing deduction of past dues, assessments and service charges under Paragraph B-1-a of this Letter of Agreement is attached to this Letter of Agreement as Appendix B.

B-5-a-(3) The Check-Off Form for authorizing deduction of charitable contributions to the Foundation under Paragraph B-1-a of this Letter of Agreement is attached to this Letter of Agreement as Appendix C.

B-5-a-(4) The Check-Off Form for authorizing deduction of contributions to ALPA-FF under Paragraph B-3-a of this Letter of Agreement is attached to this Letter of Agreement as Appendix D.

B-5-a-(5) The Check-Off Form for authorizing deduction of contributions to ALPA-PAC under Paragraph B-4-a of this Letter of Agreement is attached to this Letter of Agreement as Appendix E.

B-5-a-(6) The Check-Off Form for authorizing deduction of contributions to UP-PAC under Paragraph B-4-b of this Letter of Agreement is attached to this Letter of Agreement as Appendix F.

B-5-b Submission of Check-Off Forms to the Company

All Check-Off Forms shall be submitted through the Chairman of the United MEC who shall forward original signed copies to the Company.

B-5-c Effectiveness of Check-Off Forms

A properly executed Check-Off Form filed with the Company before the fifteenth of any month shall become effective the first of the month following its receipt by the Company. Illegible or improperly executed forms shall be returned to the Chairman of the United MEC.

B-5-d Revocation of Check-Off Forms

Any notice of revocation as set forth in the Check-Off Form must be in writing, signed by the Pilot and delivered by certified mail addressed to the Company. The Company shall forward a copy of the written revocation to the Chairman of the United MEC following the processing of the revocation through the Company's payroll system.

B-5-e Date of Receipt of Forms and Revocation Notices by Company

Check-Off Forms and revocation notices received by the Company shall be date-stamped on the date received and shall constitute notice to the Company of the date received and not when mailed.

B-5-f Time of Deductions and Transmission of Deducted Amounts

All deductions authorized by a Pilot's outstanding unrevoked Check-Off Form under this Paragraph B of this Letter of Agreement shall be made from paychecks in accordance with United's practice prior to the effective date of the Agreement, provided there is a sufficient balance due the Pilot after all other required and necessary deductions (including payments to

be made to the Company and/or the Credit Union) have been taken. Within a reasonable time after the second regular paycheck issued each month, the Company shall issue checks to the Association, the Foundation, ALPA-FF, ALPA-PAC and UP-PAC for the all amounts deducted for that month pursuant to outstanding and unrevoked Check-Off Forms.

B-5-g Automatic Revocation of Check-Off Authorization

A Pilot who has executed a Check-Off Form and who: (1) transfers to a position not covered under the Agreement; (2) resigns from the Company; (3) is furloughed; or (4) is otherwise terminated from the employ of the Company, shall be deemed to have revoked his Check-Off authorization as of the date of his change in employment status. If the individual transfers back to a position covered under the Agreement; is rehired; or returns to work due to recall, additional deductions dues, service charges, assessments, and charitable contributions shall be made only upon execution and receipt of another Check-Off Form. Check-Off Forms for ALPA-FF contributions shall be deemed to have been revoked at such time as the United MEC changes the ALPA-FF's status from active to inactive. If the MEC subsequently re-activates the ALPA-FF, a new Check-Off Form shall be required in order to authorize deduction of renewed contributions (unless the MEC chooses to treat the reactivation as an MEC assessment covered by Pilots' Check Off Forms under Paragraph B-5-a-(1) of this Letter of Agreement.

B-5-h Responsibility of Association

The Association is responsible to verify apparent errors in all deductions taken pursuant to Paragraph B of this Letter of Agreement, as well as all delinquent and/or missed collections of dues, service charges, and assessments before contacting the Company.

B-6 Indemnification of Company by Association

The Company shall be held harmless and indemnified by the Association for any claims made by individuals for the wrongful application and/or misapplication of any of the terms of Paragraph B of this Letter of Agreement. The Company shall also be held harmless and indemnified by the Association for any claims, expenses, and judgments (including reasonable attorney fees) which may arise out of the use of the Company's payroll deduction process for funds transmitted to the ALPA-PAC and/or UP-PAC for making contributions to and expenditures for candidates for federal, state and local offices.

C General

C-1 Duration

This Letter of Agreement shall become effective on the effective date of the Agreement and shall be subject to change in the same manner as specified in the Section 25 of the Agreement.

C-2 Status of Existing Check-Off Authorizations

The fact of the execution of the Agreement or this Letter of Agreement shall not revoke any Check-Off Form which was outstanding and unrevoked immediately prior to the effective date of this Agreement. The only circumstances a Pilot's existing Check-Off Form(s) can be revoked are the circumstances expressly stated in the Check-Off Form and this Letter of Agreement.

AGREED, this 18th day of December, 2012.

For United Airlines, Inc.:

**For the Air Line Pilots Association,
International:**

Captain Fred Abbott
Senior Vice President
Flight Operations

Captain Donald L. Moak
President
Air Line Pilots Association, International

P. Douglas McKeen
Senior Vice President
Labor Relations

Captain Jay Heppner
Chairman
UAL MEC

Captain Jay Pierce
Chairman
CAL MEC

APPENDIX A

**ASSIGNMENT AND AUTHORIZATION FOR VOLUNTARY CHECK-OFF OF ASSOCIATION DUES,
ASSESSMENTS AND SERVICE CHARGES**

To: United Airlines, Inc.

I, _____, hereby authorize and direct United Airlines, Inc. ("United") to deduct from my earnings such monthly dues (1.95% as of November 1, 2012, or such other amount as may be set by the Association), periodic assessments by the Association, periodic assessments by the United MEC, and and/or service charges as are now or may hereafter be established in accordance with the Constitution and By-Laws of the Air Line Pilots Association, International (the "Association") and as defined in the Union Security and Check-Off Agreement between United and the Association (the "Check-Off Agreement"), for remittance to the Association. I agree that this authorization will be irrevocable for one year from the date hereof or until termination of the Check-Off Agreement, whichever occurs sooner. If the Check-Off Agreement is terminated, this authorization will automatically be terminated. In the absence of termination of the Check-Off Agreement, this authorization may be revoked effective as of any anniversary date of the signing hereof by written notice given by me to United and to the Association, by certified mail, return receipt requested, during the ten days immediately preceding any such anniversary. This form does not revoke an existing check-off form unless and until it has been duly executed by the employee.

Signature of Employee: _____

Employee's Printed Name: _____

Street Address: _____

City/State/Zip: _____

UAL File Number: _____

Base: _____

ALPA Number: _____

Date: _____

APPENDIX B**ASSIGNMENT AND AUTHORIZATION FOR VOLUNTARY CHECK-OFF OF PAST ASSOCIATION
FINANCIAL OBLIGATIONS**

To: United Airlines, Inc.

I, _____, hereby authorize and direct United Airlines, Inc. ("United") to deduct \$_____ from my earnings, up to a total dollar amount of \$_____ to pay for back dues, assessments and/or service charges owed to the Air Line Pilots Association, International (the "Association"). Such amount so deducted is hereby assigned to the Association, subject to all the terms and provisions of the Constitution and By-Laws of the Association, the applicable collective bargaining agreement (including the Union Security and Check-Off Agreement (the "Check-Off Agreement")), for transmission to the Association. I agree that this authorization will be irrevocable for one year from the date hereof or until termination of the Check-Off Agreement, whichever occurs sooner. If the Check-Off Agreement is terminated, this authorization will automatically be terminated. In the absence of termination of the Check-Off Agreement, this authorization may be revoked effective as of any anniversary date of the signing hereof by written notice given by me to United and to the Association, by certified mail, return receipt requested, during the ten days immediately preceding any such anniversary. This assignment shall be deemed satisfied when the total dollar amount set forth above has been transmitted to the Association. This form does not revoke an existing check-off form unless and until it has been duly executed by the employee.

Signature of Employee: _____

Employee's Printed Name: _____

Street Address: _____

City/State/Zip: _____

UAL File Number: _____

Base: _____

ALPA Number: _____

Date: _____

APPENDIX C

ASSIGNMENT AND AUTHORIZATION FOR VOLUNTARY CONTRIBUTIONS TO THE UNITED AIR LINES PILOTS' CHARITABLE FOUNDATION, INC.

To: United Airlines, Inc.

I, _____, hereby authorize and direct United Airlines, Inc. to deduct \$_____ per month from my earnings as a contribution to the United Airlines Pilots' Charitable Foundation, Inc. (the "Foundation"), for transmission to the Foundation.

The deducted amount is hereby assigned to the Foundation. This assignment and authorization may be revoked by me in writing at any time. I shall send a copy of my revocation to the Chairman of the United MEC.

Signature of Employee: _____

Employee's Printed Name: _____

Street Address: _____

City/State/Zip: _____

UAL File Number: _____

Base: _____

ALPA Number: _____

Date: _____

APPENDIX D

ASSIGNMENT AND AUTHORIZATION FOR VOLUNTARY CHECK-OFF OF ASSOCIATION DUES

To: United Airlines, Inc.

I hereby authorize and direct United Airlines, Inc. ("United") to deduct \$_____ of my earnings per month and to remit that amount to the Air Line Pilots Association Furlough Fund (ALPA-FF).

This authorization is made based on my specific understanding that ALPA shall use the money it receives from this fund solely for making payment of furloughed Pilot health insurance premiums.

This authorization shall remain in full force and effect until the earlier of (1) revocation in writing by me, or (2) the recall of all United Pilots who are on furlough, or by resolution of the United MEC to terminate the assessment.

Signature of Employee: _____

Employee's Printed Name: _____

Street Address: _____

City/State/Zip: _____

UAL File Number: _____

Base: _____

ALPA Number: _____

Date: _____

APPENDIX E**ASSIGNMENT AND AUTHORIZATION
FOR CHECK-OFF OF ALPA-PAC CONTRIBUTIONS**

To: United Airlines, Inc.

I, _____, hereby authorize and direct United Airlines, Inc. ("United") to deduct \$_____ per month from my earnings and to remit that amount to the Air Line Pilots Association Political Action Committee ("ALPA –PAC"). This authorization is voluntarily made based on my specific understanding that: (i) the signing of this authorization and the making of these voluntary contributions are not conditions of membership in the Air Line Pilots Association (the "Association") or of employment by United; (ii) any guideline amount suggested by ALPA-PAC or its representatives is only a suggestion and I may contribute more or less and will not be favored or disadvantaged by the Association for doing so; and (iii) I may refuse to contribute without reprisal; and (iv) ALPA-PAC, which is connected with the Association, uses the money it receives solely for making contributions to and expenditures for candidates for federal elected offices.

This authorization shall remain in full force and effect until revoked in writing by me pursuant to the provisions of the Union Security and Check-Off Agreement (the "Check-Off Agreement") between United and the Association, or until the Check-Off Agreement is terminated, whichever occurs sooner.

I certify that I am either a United States citizen or a foreign national lawfully admitted to the United States for permanent residence as defined by section 101(s)(20) of the Immigration and Nationality Act (8 U.S.C. 1101(s)(20)).

Signature of Employee: _____

Employee's Printed Name: _____

Street Address: _____

City/State/Zip: _____

UAL File Number: _____

Base: _____

ALPA Number: _____

Date: _____

APPENDIX F
ASSIGNMENT AND AUTHORIZATION
FOR CHECK-OFF OF UP-PAC CONTRIBUTIONS

To: United Airlines, Inc.

I, _____, hereby authorize and direct United Airlines, Inc. ("United") to deduct \$_____ per month from my earnings and to remit that amount to the United Pilots Political Action Committee ("UP –PAC"). This authorization is voluntarily made based on my specific understanding that: (i) the signing of this authorization and the making of these voluntary contributions are not conditions of membership in the Air Line Pilots Association (the "Association") or of employment by United; (ii) any guideline amount suggested by UP-PAC or its representatives is only a suggestion and I may contribute more or less and will not be favored or disadvantaged by the Association for doing so; and (iii) I may refuse to contribute without reprisal; and (iv) ALPA-PAC, which is connected with the United Pilots Master Executive Council of the Association, uses the money it receives solely for making contributions to and expenditures for candidates for elected offices and for other political activities at the federal, state, and/or local level consistent with applicable laws relating to such activities.

This authorization shall remain in full force and effect until revoked in writing by me pursuant to the provisions of the Union Security and Check-Off Agreement (the "Check-Off Agreement") between United and the Association, or until the Check-Off Agreement is terminated, whichever occurs sooner.

I certify that I am either a United States citizen or a foreign national lawfully admitted to the United States for permanent residence as defined by section 101(s)(20) of the Immigration and Nationality Act (8 U.S.C. 1101(s)(20)).

Signature of Employee: _____

Employee's Printed Name: _____

Street Address: _____

City/State/Zip: _____

UAL File Number: _____

Base: _____

ALPA Number: _____

Date: _____

LOA 12-07

iPads

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

THIS LETTER OF AGREEMENT is made and entered into in accordance with the provisions of Title II of the Railway Labor Act, as amended, by and between UNITED AIRLINES, INC. (hereinafter referred to as “the Company” or “United”) and the AIR LINE PILOTS in the service of UNITED AIRLINES, INC., as represented by the AIR LINE PILOTS ASSOCIATION, INTERNATIONAL (hereinafter referred to as “the Association” or “ALPA”).

The parties agree to the following regarding the use of Company provided iPads:

1. iPads are Company property and subject to applicable policies and regulations, including United’s Information Security Regulations.
2. The Company shall provide accessories necessary to allow for charging in available outlets (e.g. flight deck, passenger seats, international hotels, etc.).
3. iPad memory shall be erased upon return of the device to the Company.
4. If an iPad is lost, a Pilot shall be required to reimburse the Company for the depreciated value of the lost iPad. Three year depreciation methodology (50% year one, 30% year two, 20% year three of the original acquisition cost) shall be used to calculate monies owed and Pilots may elect to reimburse the Company via payroll deduction.
5. Pilots are not liable for damaged or stolen iPads, except in the case of gross negligence or willful misconduct.
6. The Company shall not use the iPad to monitor the location of any crew member.
7. Except as may be required by law, the Company shall not monitor individual performance or compliance with policy, directives or regulations using the iPad or the data contained therein.
8. Recorded data or information may be used to investigate an accident or incident, to further approved safety programs as set out in the Section [19](#) of the Agreement, or for maintenance and aircraft reliability purposes.
9. Recorded data or information shall not be disclosed to any third party except by mutual agreement of the parties, or as required by statute, government regulation, or judicial order. Recorded data or information shall not be used by the Company in any legal or administrative

proceeding against a Pilot involving discipline, discharge, FAR violation, civil liability or criminal penalty nor shall it be used by the Company to investigate or initiate discipline.

10. The Pilot shall not be required to view non-flight specific notifications from the Company before accessing reference material (e.g., FOM, Flight Manual, charts) on the iPad. For example, a flight specific notification would be an updated dispatch release; whereas, a non-flight specific notification would be reassignment or junior manning.

AGREED, this 18th day of December, 2012.

For United Airlines, Inc.:

**For the Air Line Pilots Association,
International:**

Captain Fred Abbott
Senior Vice President
Flight Operations

Captain Donald L. Moak
President
Air Line Pilots Association, International

P. Douglas McKeen
Senior Vice President
Labor Relations

Captain Jay Heppner
Chairman
UAL MEC

Captain Jay Pierce
Chairman
CAL MEC

LOA 12-08

Professional Standards

LETTER OF AGREEMENT

between

UNITED AIRLINES, INC.

and

THE AIR LINE PILOTS

in the service of

UNITED AIRLINES, INC.

as represented by

THE AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

THIS LETTER OF AGREEMENT is made and entered into in accordance with the provisions of Title II of the Railway Labor Act, as amended, by and between UNITED AIRLINES, INC. (hereinafter referred to as "the Company" or "United") and the AIR LINE PILOTS in the service of UNITED AIRLINES, INC., as represented by the AIR LINE PILOTS ASSOCIATION, INTERNATIONAL (hereinafter referred to as "the Association" or "ALPA").

In the interest of providing the highest standards of professionalism and safety among the Pilots of United Airlines and to ensure that all Pilots are treated fairly, consistently and effectively, the Company and the Association have agreed to the procedures set forth in this Letter of Agreement.

A Flight Deck Conflicts

When a professional standards problem arises that precipitates a conflict between two or more Pilots (i.e., "flight deck conflict"), and the conflict is brought to the attention of the Association by a Pilot, the Association shall act as follows:

A-1 The Association shall encourage the Pilots involved to discuss the matter privately in a forthright and reasoned manner, in an attempt to settle their dispute.

A-2 If the Pilots fail to settle their dispute, the Local Professional Standards Committee ("PS Committee") members shall elicit both sides of the story, generally by telephone, and counsel both parties at a peer level (e.g. a Captain committee member shall call a Captain involved and a First Officer committee member shall call a First Officer involved). Agreement to resolve the dispute shall again be sought.

A-3 If the efforts described above fail, the Pilots involved in the dispute shall be invited to a PS Committee meeting. After each Pilot has had the opportunity to present his view of the matter, the PS committee shall seek a commitment from the Pilots to end the conflict and work together in the future without dissension.

A-4 Should one or more of the Pilots refuse to participate in the above-referenced PS committee meeting, the Association shall advise the Company of the conflict and request the Company to encourage all involved individuals to attend the PS Committee meeting.

A-5 When a conflict as outlined above is brought to the attention of the Company before it is known to the Association, at management's discretion, the Company may refer that issue and the

Pilots involved to the PS Committee for resolution. Each Pilot shall be encouraged to attend the committee's meeting to settle their dispute in a no-fault manner.

B Handling of Complaints Involving Gender/Minority Issues

B-1 The Association through its PS Committee has undertaken training of its designated representatives, and is committed to ensuring that all designated PS representatives are trained to competently assist any Pilot who asks for help in resolving workplace-related problems with other Pilots based on gender and/or minority issues.

B-2 Gender/Minority Complaints Reported to the Company

When the Company receives a complaint involving gender/minority issues, Flight Operations management shall have the option of initiating an investigation as specified in the Company's harassment/discrimination policy or of offering the complaining Pilot the option of first attempting resolution by taking the matter to Association Professional Standards.

B-2-a The decision to use or not to use Professional Standards shall be made entirely by the complaining Pilot. In no case shall Flight Operations management make a recommendation to the Pilot regarding which option to choose. A member of Flight Operations management shall, however, be free to answer questions and explain both processes to the best of his understanding.

B-2-b If the complaining Pilot chooses not to use Professional Standards, the Company shall immediately take action as specified in its harassment/discrimination policy.

B-2-c If the complaining Pilot chooses to use Professional Standards, the responding Pilot's concurrence shall be required before the matter is referred to Professional Standards for resolution.

B-2-d A Pilot who chooses to use Professional Standards:

B-2-d-(1) Shall be required to sign a document stating that he has received and read the provisions of this Letter of Agreement, which contains information relevant to his decision; and

B-2-d-(2) May, at any time, report to the Company that he is not satisfied with the Professional Standards process, in which case the Company shall immediately initiate an investigation.

B-2-e The PS Committee shall attempt to resolve gender and minority issues submitted to it in accordance with the procedures described in Paragraphs A-1 through A-3 of this Letter of Agreement.

C Referrals to Professional Standards

When a conflict or complaint as outlined above in Paragraphs A and B of this Letter of Agreement is referred to Professional Standards and the Pilots involved agree to participate in the process, the following shall apply:

C-1 If successful resolution of the dispute is reached, the PS Committee shall provide a report to the Company stating the matter has been resolved. Alternatively, if a resolution was not reached, the PS Committee shall advise the Company that it was unable to be of assistance.

C-2 Complete confidentiality regarding the PS Committee's meeting shall be maintained, and the Company agrees not to cite a Pilot's involvement with the PS Committee in any subsequent disciplinary proceeding.

C-3 Should successful resolution of a "flight deck conflict" not be attained within a 30-day time period, the Company shall then be free to take any action, within the framework of the Agreement, it deems necessary to resolve the issue.

C-4 If the Company receives notice that Professional Standards was unable to reach a solution satisfactory to a Pilot who made a complaint based on a gender/minority issue, the Company shall take the steps specified in its harassment/discrimination policy in an effort to resolve the problem.

D Voluntary Participation & Confidentiality

As with all issues undertaken by Professional Standards, voluntary participation of the affected Pilots shall be essential to that process. Because the key to the success of the process is rooted in the fact that Professional Standards' efforts are confidential, any Pilot who becomes aware of flight deck conflict or a gender or minority complaint as a result of his official role in Professional Standards activities shall not be required to report that event to the Company.

E General

E-1 The goal of Professional Standards in handling complaints as outlined below shall be to achieve behavior and attitude changes that shall eliminate recurrence of the reported problems.

E-2 The Company's authority and responsibilities regarding proficiency and air safety shall not in any way be altered by this Letter of Agreement.

E-3 The agreement between the Company and the Association to utilize Professional Standards to address conflicts and complaints as outlined below shall not be construed to limit, expand or otherwise modify the existing legal responsibilities of either party.

E-4 The activities that the Association shall engage in under the provisions of this Letter of Agreement are those it shall conduct on its own behalf and at its discretion, with neither influence nor control by the Company. In no respect shall the Association function or serve as an agent of the Company in the handling of the matters addressed herein.

F Right To Revoke

The Company and the Association each reserve the right to revoke the provisions of this Letter of Agreement upon giving a 30-day written notice to the other party.

AGREED, this 18th day of December, 2012.

For United Airlines, Inc.:

**For the Air Line Pilots Association,
International:**

Captain Fred Abbott
Senior Vice President
Flight Operations

Captain Donald L. Moak
President
Air Line Pilots Association, International

P. Douglas McKeen
Senior Vice President
Labor Relations

Captain Jay Heppner
Chairman
UAL MEC

Captain Jay Pierce
Chairman
CAL MEC

LOA 12-09

United Express Job Opportunities for Furloughed United Pilots

LETTER OF AGREEMENT

between

UNITED AIRLINES, INC.

and

THE AIR LINE PILOTS

in the service of

UNITED AIRLINES, INC.

as represented by the

AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

THIS LETTER OF AGREEMENT is made and entered into in accordance with the provisions of Title II of the Railway Labor Act, as amended, by and between UNITED AIRLINES, INC. (hereinafter referred to as "the Company" or "United") and the AIR LINE PILOTS in the service of UNITED AIRLINES, INC., as represented by the AIR LINE PILOTS ASSOCIATION, INTERNATIONAL (hereinafter referred to as "the Association" or "ALPA").

The Company and the Association agree that furloughed United Pilots shall be offered job opportunities at United Express carriers operating jet aircraft with seating capacity in excess of fifty (50) seats under the following conditions:

1. Definitions

- a. "United Express Carrier" means a Carrier that has contracted with the Company to operate Aircraft in accordance with the conditions of Section 1 of the Agreement.
- b. "Eligible Furloughed Pilot" means a Pilot whose name appears on the United Express Carrier Opportunity List and who is on furlough or who has received notice of furlough.
- c. "United Express Carrier Opportunity List" means the list maintained by the UAL-MEC Furloughed Pilot Coordinator after review by United Express Carriers performing flying in the service of the Company pursuant to the terms of Section 1 of the Agreement.

2. United Express Carriers shall make offers for new hire positions to Eligible Furloughed Pilots in a number equal to five (5) times the number of aircraft operated in the service of the Company and subject to the limits of Section 1 of the Agreement. Of these five (5) offers, at least three (3) shall be offers for new hire positions in aircraft with seating capacity in excess of 50 seats and not more than 76 seats, and operated pursuant to the terms of Section 1 of the Agreement. Once such offers have been made, even if the United Express Carrier subject to the obligations of Section 1 of the Agreement and this Letter of Agreement has not been provided with a sufficient number of Eligible Furloughed Pilots to fill the new hire positions, the Participating United Express Carrier's obligation to make offers for the purpose of operating Aircraft under the terms of Section 1 of the Agreement and this Letter of Agreement shall be satisfied.

3. In the event that a United Express Carrier making offers of employment pursuant to Section 1 of the Agreement and this Letter of Agreement receives an insufficient number of Eligible

Furloughed Pilots to fill offers for new hire Pilot positions, the Carrier shall continue to extend offers of employment under the terms of this Letter of Agreement until Eligible Furloughed Pilots have accepted a number of positions equal to the number of job offers the Carrier is required to make under Paragraph 2 of this Letter of Agreement.

- a. A United Express Carrier shall make such employment offers stated in Paragraph 3 of this Letter of Agreement as new hire positions become available in the normal course of business.
 - b. A United Express Carrier's ability to operate Aircraft under the terms of Section 1 and this Letter of Agreement is dependent on extending employment offers as required per Paragraph 2 of this Letter of Agreement and Section 1-C-1-j of the Agreement, but is not dependent on Eligible Furloughed Pilots accepting the employment offers as provided in Paragraph 3 of this Letter of Agreement.
4. A Pilot who is interviewed and accepts an offer of employment and who subsequently declines this offer shall count toward the United Express Carrier's number of job offers required by Paragraph 2 and the number of accepted offers required by Paragraph 3 of this Letter of Agreement.
 5. When preparing to select Pilots for new hire positions pursuant to this Letter of Agreement, the United Express Carrier shall contact the UAL-MEC Furloughed Pilot Coordinator to receive a list of names from the United Express Carrier Opportunity List.
 - a. To be an Eligible Furloughed Pilot, a United Pilot must i) be on furlough or have received notice of furlough, and ii) have not previously rejected an offer of employment (following an interview under this agreement) from a United Express Carrier pursuant to this Letter of Agreement
 - b. Working through the UAL-MEC Furloughed Pilot Coordinator, an Eligible Furloughed Pilot may designate i) carrier(s) to which he would like his name forwarded, ii) carrier(s) from which he would like his name withheld, and iii) criteria that would result in bypassing him for certain new hire positions. An Eligible Furloughed Pilot whose name is forwarded to a United Express Carrier consistent with his designations and who is offered a position is required to accept such position and, if he declines, shall be ineligible for any future employment opportunities with that United Express Carrier under the terms of this Letter of Agreement.
 - c. Monthly, the MEC Furloughed Pilot Coordinator shall provide the Company with a current copy of the annotated United Express Carrier Opportunity List and an update on the activity associated with the names.
 6. Eligible Furloughed Pilots whose names are forwarded to a United Express Carrier pursuant to this Letter of Agreement shall be required to complete all new hire paper work, meet all new hire airman and medical qualifications, satisfy background checks and participate in an interview. An Eligible Furloughed Pilot shall not be required to perform a flight test. An Eligible Furloughed Pilot who, in conjunction with the establishment of the United Express Carrier Opportunity List, is identified by a United Express Carrier as being in a "no rehire" status shall not have his name forwarded to that United Express Carrier.
 7. While Eligible Furloughed Pilot names shall be forwarded in seniority order (modified by the qualifiers permitted above) once such Pilots have accepted employment at a United Express Carrier pursuant to this Letter of Agreement, their seniority, longevity and all other terms and

conditions of employment at that Carrier shall be governed by the rules of that carrier that apply to all new hires, except as set forth in Paragraph 9 of this Letter of Agreement.

8. An Eligible Furloughed Pilot who accepts employment under the terms of this agreement shall serve the required new-hire contractual and/or company policy required probationary period. Should a situation occur during the probationary period where an Eligible Furloughed Pilot, in the opinion of the United Express Carrier, fails to perform at an acceptable level and faces termination for such failure, the Pilot shall be afforded the due process considerations provided by that United Express Carrier's Pilot collective bargaining agreement and/or company policy.
9. An Eligible Furloughed Pilot who accepts employment under the terms of this Letter of Agreement shall receive a minimum salary equal to that United Express Carrier's second year First Officer pay rate for the largest Equipment permitted under Section 1 of the Agreement operated by that carrier in its United Express operations. The Carrier shall pay its applicable hourly rate for the position held and United Airlines shall, on a monthly basis, pay the furloughed Pilot any salary difference required under this Paragraph. This monthly payment shall be subject to all applicable federal, state and local payroll taxes. The monthly payment shall not, however, have any impact on the Pilot's employment status at United and it shall not be considered earnings for the purpose of any United Airlines employee benefit plans.
10. A United Express Carrier shall not require an Eligible Furloughed Pilot who accepts employment pursuant to this Letter of Agreement to resign his United seniority number.
11. An Eligible Furloughed Pilot who accepts employment with a United Express Carrier pursuant to this Letter of Agreement and who subsequently desires to leave shall give as much notice as possible but not less than three (3) months' notice. Should an Eligible Furloughed Pilot resign his employment with a United Express Carrier prior to the satisfaction of any training note obligation for the sole purpose of recall to United Airlines, the Company shall pay any remaining obligation on the note.
12. If an Eligible Furloughed Pilot is hired by a United Express Carrier and subsequently leaves that carrier, the United Express Carrier shall replace that Pilot by offering a job opportunity to another Eligible Furloughed Pilot as new hire positions become available in the normal course of business. The provisions of this Letter of Agreement shall apply to these Eligible Furloughed Pilots except for Paragraphs 2, 3 and 9 of this Letter of Agreement. The United Express Carrier's ability to operate Aircraft under Section 1 of the Agreement and the terms of this Letter of Agreement is not dependent on Eligible Furloughed Pilots accepting these employment offers. This Paragraph shall only apply after Eligible Furloughed Pilots have accepted the number of positions required in Paragraph 3 of this Letter of Agreement.
13. While all United Express Carriers are committed to complying with the job opportunity provisions of this Letter of Agreement, adherence to these job opportunity provisions would be problematic if circumstances were such that the United Express Carrier may have to furlough Pilots at the same time that they were required to hire furloughed United Pilots. Should this circumstance occur, the Company and the Association agree to meet and discuss acceptable solutions to mitigate the impact of such circumstances which would be agreeable to the parties and maintain the integrity of this Letter of Agreement.

AGREED, this 18th day of December, 2012.

For United Airlines, Inc.:

**For the Air Line Pilots Association,
International:**

Captain Fred Abbott
Senior Vice President
Flight Operations

Captain Donald L. Moak
President
Air Line Pilots Association, International

P. Douglas McKeen
Senior Vice President
Labor Relations

Captain Jay Heppner
Chairman
UAL MEC

Captain Jay Pierce
Chairman
CAL MEC

LOA 12-10

HIMS Program

LETTER OF AGREEMENT

between

UNITED AIRLINES, INC.

and

THE AIR LINE PILOTS

in the service of

UNITED AIRLINES, INC.

as represented by the

AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

THIS LETTER OF AGREEMENT is made and entered into in accordance with the provisions of Title II of the Railway Labor Act, as amended, by and between UNITED AIRLINES, INC. (hereinafter referred to as "the Company" or "United") and the AIR LINE PILOTS in the service of UNITED AIRLINES, INC., as represented by the AIR LINE PILOTS ASSOCIATION, INTERNATIONAL (hereinafter referred to as "the Association" or "ALPA").

WHEREAS, the Company and the Association have entered into the Agreement, effective as therein provided (the "effective date of the Agreement"); and

WHEREAS, The Company and the Association are committed to the proposition, endorsed by the American Medical Association, that chemical and substance dependency and abuse are diseases, properly classified as such under both the medical and psychiatric sections of the International Classification of Diseases, having special implications for commercial airline Pilots and commercial airline flight operations, and treatable by appropriate recovery programs, designed to focus on treatment rather than discipline; and

WHEREAS, the Company and the Association have collaboratively developed, and the Company has adopted and the Association has approved, the United Human Intervention and Motivation Study (HIMS) Policy ("UHIMS"), under the oversight, management and direction of the senior-most flight-qualified Vice-President in charge of Flight Operations, establishing a HIMS program for United Pilots, to be developed and managed, by the joint HIMS Steering Committee (HSC); and

WHEREAS, the successful operation of the HIMS program depends, in significant measure, on the activities of volunteer Peer Pilots; and

WHEREAS, subject to reasonable operational requirements, the parties have agreed to provide transportation benefits and paid time for Peer Pilots when such Peer Pilots are participating in necessary training, education, intervention and administration in connection with the HIMS program;

NOW THEREFORE, the Company and the Association hereby agree as follows:

1. The Company shall maintain the UHIMS program in accordance with the UHIMS Policy as the same may be collaboratively modified from time to time by the consensus decisions of the members of the HSC. The Company and the Association, and their respective representatives, shall discharge

the duties and perform the functions assigned to them under the Policy consistent with the purposes and objectives of the UHIMS program.

2. The parties have agreed to the Peer Pilot model of HIMS monitoring, which necessarily involves a significant contribution of time, and development of knowledge and expertise, by the volunteer Peer Pilots. Association members of the HSC and of the Base Monitoring Committees (“BMCs”), including all Peer Pilots, shall schedule their pre-planned activities relating to UHIMS so as to avoid conflicts between such activities and their flight schedules, and likewise shall not adjust their flying schedules to increase their Flight Time credit, pay or bank time on days which conflict with pre-planned activities relating to UHIMS. The intent of these provisions is to ensure that individuals performing necessary activities relating to UHIMS should neither lose nor gain compensation or benefits they otherwise would receive by flying the line. The parties recognize, however, that schedule conflicts shall occur, and that UHIMS activities are of such significance and benefit that treating them as Company required meetings for purposes of flight pay loss and providing Company business positive space travel are appropriate means to support the UHIMS program. The conditions and parameters for such support shall be determined by the HSC.

AGREED, this 18th day of December, 2012.

For United Airlines, Inc.:

**For the Air Line Pilots Association,
International:**

Captain Fred Abbott
Senior Vice President
Flight Operations

Captain Donald L. Moak
President
Air Line Pilots Association, International

P. Douglas McKeen
Senior Vice President
Labor Relations

Captain Jay Heppner
Chairman
UAL MEC

Captain Jay Pierce
Chairman
CAL MEC

LOA 12-11

UAX Performance Information

LETTER OF AGREEMENT

between

UNITED AIRLINES, INC.

and

THE AIR LINE PILOTS

in the service of

UNITED AIRLINES, INC.

as represented by the

AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

THIS LETTER OF AGREEMENT is made and entered into in accordance with the provisions of Title II of the Railway Labor Act, as amended, by and between UNITED AIRLINES, INC. (hereinafter referred to as "the Company" or "United") and the AIR LINE PILOTS in the service of UNITED AIRLINES, INC., as represented by the AIR LINE PILOTS ASSOCIATION, INTERNATIONAL (hereinafter referred to as "the Association" or "ALPA").

The parties agree to the following regarding the Company's reporting obligations pursuant to Section 1 of the Agreement.

1. Provide the information contained on Attachment A pursuant to Section 1-J-2 of the Agreement on a monthly basis, including supporting back-up data; and
2. To provide the following information contained on Attachment C of this Letter of Agreement on a monthly basis for each United Express carrier:
 - a. All on-time metrics including on-time zero ratio;
 - b. The controllable flight completions;
 - c. The total number of mishandled bags including bags not accommodated on the same flight as the passenger due to performance restrictions;
 - d. Customer survey results including direct intent-to-repurchase;
 - e. The UAX performance goals; and
 - f. The number of denied boardings and voluntary re-bookings resulting from full flights and over-booking.
3. All reports shall be completed and every attempt shall be made to make them available by the end of the month following the associated flying.
4. This Letter of Agreement in no way restricts additional information that may be requested by the Association.
5. The parties re-affirm the collaborative nature of the working relationship between the members of the Related Carrier Review Committee and ALPA/UAL.

AGREED, this 18th day of December, 2012.

For United Airlines, Inc.:

**For the Air Line Pilots Association,
International:**

Captain Fred Abbott
Senior Vice President
Flight Operations

Captain Donald L. Moak
President
Air Line Pilots Association, International

P. Douglas McKeen
Senior Vice President
Labor Relations

Captain Jay Heppner
Chairman
UAL MEC

Captain Jay Pierce
Chairman
CAL MEC

LOA 12-13

CRAF/AMC/AMC MEDEVAC

LETTER OF AGREEMENT

between

UNITED AIRLINES, INC.

and

THE AIR LINE PILOTS

in the service of

UNITED AIRLINES, INC.

as represented by the

AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

THIS LETTER OF AGREEMENT is made and entered into in accordance with the provisions of Title II of the Railway Labor Act, as amended, by and between UNITED AIRLINES, INC. (hereinafter referred to as "the Company" or "United") and the AIR LINE PILOTS in the service of UNITED AIRLINES, INC., as represented by the AIR LINE PILOTS ASSOCIATION, INTERNATIONAL (hereinafter referred to as "the Association" or "ALPA").

It is mutually agreed and understood by the Company and the Air Line Pilots Association that the Company's Civil Reserve Air Fleet (CRAF) and Air Mobility Command (AMC) Operations shall be covered by the terms and conditions of the United Pilot Agreement (Agreement), except as specifically modified by this Letter of Agreement.

1 – Definitions

1-A The word "Agreement" when used in this Letter of Agreement means the United Pilot Agreement between United Airlines, Inc. and the Air Line Pilots in the service of United Airlines, Inc., as represented by the Air Line Pilots Association, International.

1-B The term "CRAF Operation" for the purpose of this Letter of Agreement means all flight operations conducted in accordance with the agreement between United Airlines and the Department of Defense but shall not include the Company's certificated service or commercial charter service or any other government operation.

1-C The term "AMC Operation" for the purpose of this Letter of Agreement means any Flight which is conducted in accordance with any contract made between United Airlines, Inc. and the Air Mobility Command into a non-conflict area.

1-C-1 The term "Basic AMC Operation" means any Flight into a non-conflict area which is conducted in accordance with any contract made between United Airlines, Inc. and the Air Mobility Command that operates within the geographic area defined in Section 2-F of the Agreement.

1-C-2 The term "Global AMC Operation" means any Flight into a non-conflict area which is conducted in accordance with any contract made between United Airlines, Inc. and the Air Mobility Command that is not a Basic AMC Operation.

1-D The term "Critical AMC Operation" for the purpose of this Letter of Agreement means any Flight,

regardless of the nature of payload transported, which is conducted in accordance with any contract made between United Airlines, Inc. and the Air Mobility Command into an area of the world where an armed conflict is occurring or has occurred within the prior thirty (30) days.

1-E "AMC Operation Base" is the Base or geographical location to which responsibility is assigned and Pilot vacancies are bid for the conduct of the Critical AMC Operations when the level of Critical AMC flying is planned to be 975 hours or more per Bid Period and is planned to exist for sixty (60) days or more.

2 - Civil Reserve Air Fleet

2-A Compensation and Hourly Pay Computation

2-A-1 Pilots while assigned to the CRAF Operation shall be paid in accordance with the applicable rates of pay for the type of equipment flown as provided in Section 3 of the Agreement.

2-A-2 In addition to the compensation specified in Paragraph 2-A-1 of this Letter of Agreement, Pilots shall be paid the rate of Twelve Dollars and Fifty Cents (\$12.50) for each hour flown on a CRAF segment. This additional compensation applies to crew members working or deadheading on CRAF segments.

2-A-3 "Actual pay hours" as defined in Section [3-C-3-b](#) of the Agreement shall be used in computing the override pay as specified in Paragraph 2-A-2 of this Letter of Agreement.

2-B Expenses

2-B-1 Pilots when on a CRAF Operation shall be entitled to expense reimbursement under the provisions of Section 4 of the Agreement. Accommodations provided by the Company, where available, shall conform to the minimum standards set forth in Section 4 of the Agreement. In addition to the hourly expenses provided by Section [4-A-1](#) of the Agreement, Pilots in a CRAF operation shall receive international override as described in Section [3-I-1](#).

2-B-2 Travel expenses for the Pilot while commuting to and from the Operation shall be allowed in accordance with this Letter of Agreement.

2-C Moving Expenses

No Pilot shall be required to move to the location of the CRAF assignment unless the move is required by the government. No moving expenses shall be paid until a Pilot has completed ninety (90) days from the date of the CRAF vacancy. All moving shall be in accordance with Section 10 of the Agreement.

2-D Filling of Vacancies

2-D-1 Given the emergency nature of the CRAF Operation, the Company shall keep on file a currently effective Preference List which shall include, in order of seniority, all Pilots desiring to fly the CRAF Operation. Each Pilot on the CRAF Preference List shall indicate whether he is preferencing a Captain vacancy or a First Officer vacancy, and Equipment type. This List shall be kept up to date by preferencing on June 1st of every year. Any Pilot preferencing a CRAF assignment must be currently in Status in the Equipment type qualified. If the Company commits an entire Equipment to the CRAF Agreement, any vacancies posted for that Equipment shall be considered CRAF vacancies also. Any Pilot awarded an assignment under these circumstances shall be considered as having also been awarded a CRAF assignment. A Pilot may remove his name from

the CRAF Preference List at any time by giving thirty (30) days written notification to his Flight Manager, except when such Pilot holds an assignment in an Equipment type which has been totally committed to the CRAF Operation.

2-D-2 All Pilot vacancies in the Company's CRAF Operation shall be filled in accordance with system seniority provided such Pilot is Status and Equipment qualified. If there are insufficient bidders, the Company shall assign the most junior Status and Equipment qualified Pilot on the system.

2-D-3 All CRAF vacancies shall be bulletined on a system-wide basis.

2-D-4 A Pilot while assigned to the Company's CRAF Operation shall be permitted to bid on any vacancies. Every reasonable effort shall be made to advise all CRAF Pilots of all bulletined vacancies.

2-D-5 If there is a need to reduce the number of personnel in the CRAF Operation, the reduction shall be in reverse seniority order in the Status and Equipment affected at the Base where the reduction occurs, unless a more senior Pilot at the Base in the Status and Equipment affected volunteers to return to line flying duty for United Airlines, Inc. All Pilots referred to in Paragraph 2-D-5 of this Letter of Agreement shall have the rights specified in Paragraph 2-D-7 of this Letter of Agreement.

2-D-6 Notwithstanding Section [8](#) of the Agreement, a Pilot's assignment on the line flying operation shall not be considered as vacated and the assignment shall not be bid or filled for a period of ninety (90) days following the date of the award of his CRAF vacancy. If a Pilot is relieved of his CRAF assignment during this ninety (90) day period, the Pilot shall resume his last previously held line-flying assignment.

2-D-7 A Pilot returning to line-flying duties shall have the rights specified in the applicable provisions of Section [8](#) of the Agreement, but shall not be entitled to a Company paid move unless the move is required by the government. In addition, Pilots reduced in accordance with Paragraph 2-D-5 of this Letter of Agreement above may displace the most junior Pilot in any Status or Equipment at any CRAF Base provided the Pilot displacing is Status and Equipment qualified.

2-D-8 A Pilot's initial assignment to the CRAF Operation shall be in accordance with system seniority of those Pilots on the Preference List and shall be effective on the date which appears on the vacancy award. Assignment to the CRAF Operation shall be made on the basis of the chronological order of the award dates.

2-D-9 Any Pilot assigned or awarded a bid on the CRAF Operation must take up such assignment or bid on the date specified by the Company.

2-D-10 Notwithstanding the provisions of Section [8-E](#) of the Agreement, a Pilot from the line-flying operation may not displace a Pilot holding a CRAF assignment.

2-D-11 During the period in which a Pilot has been released from his CRAF assignment and pending the exercise of his displacement rights as provided in this Letter of Agreement, he shall, notwithstanding the provisions of Section [8-E](#) of the Agreement, take up duties of Captain or First Officer at the United Airlines, Inc. Base having his equipment type nearest to his CRAF assignment Base or his residence.

2-D-12 A Pilot's release from assignment to the Company's CRAF Operation shall be effective on the date he is assigned to the line-flying operation, which shall be after a reasonable rest period

after his last Trip of not less than two (2) days. Such rest period shall be exclusive of travel time required to return to the Pilot's Base.

2-D-13 Individual CRAF Trips

2-D-13-a CRAF Trips Starting with a Deadhead

If the Company decides not to fill CRAF vacancies as per Paragraphs 2-D-2 thru 2-D-12 of this Letter of Agreement, the Company shall post all CRAF Trips which start with a deadhead segment in a separate open-Trip file.

2-D-13-b CRAF Trips starting with a deadhead shall be available to Lineholders using the procedures described in Paragraph 5 of this LOA, and shall be available through aggressive reserve pick up to Reserves from any Base within that Equipment, in accordance with Section [20-K-8](#), provided that the Lineholder or Reserve can be positioned to fly the CRAF Trip, and provided that, unless waived by the Company, assigning the CRAF Trip shall not result in an assignment made under Section [20-H-6](#) or senior manning at the Pilot's Base.

2-D-13-c CRAF Trip Assignments

Whenever the company assigns individual CRAF Trips to Pilots (when the assignment window opens) it shall do so in the following order:

2-D-13-c-(1) To a Reserve who is available for the assignment and has volunteered to perform CRAF flying,

2-D-13-c-(2) To a Reserve who is on a day off (and who is willing to move his day off) and has volunteered to perform CRAF flying,

2-D-13-c-(3) To a Lineholder who has volunteered to perform CRAF flying (and who is willing to trade his scheduled Trip for a CRAF Trip),

2-D-13-c-(4) To a Reserve who has not volunteered to perform CRAF flying who shall be advised that the Trip is a CRAF assignment. In this event the Reserve may refuse the assignment due to the military nature of the Trip and shall be bypassed for that assignment with no indication,

2-D-13-c-(5) To an out-of-Base Pilot who has volunteered to perform CRAF,

2-D-13-c-(6) To a Pilot in accordance with the provisions of Section [20-H-5](#) who has volunteered to perform CRAF flying.

2-D-13-d Notice of Flight Assignments

2-D-13-d-(1) Due to the potential short notice for assignments to CRAF Trips, the Company may construct CRAF Trips to position crews to fly CRAF Trips. These Trips shall not contain actual CRAF flights. However, CRAF flights may be added pursuant to Paragraph 2-D-13-d-(2). These Trips shall not be constructed, nor shall they exceed in the actual operation, five (5) days in duration, including the legs to accomplish the positioning.

2-D-13-d-(2) Whenever a Pilot is on one of the Trips specified in Paragraph 2-D-13-d-(1), such Pilot(s) shall be given no less than twelve (12) hours' notice prior to the CRAF Flight assignment.

2-E Vacations

2-E-1 Additional Vacation Credit

Notwithstanding the provisions of Section [11](#) of the Agreement, a Pilot assigned to the Company's CRAF Operation shall receive one (1) day vacation credit for each ten (10) day block of work associated with CRAF flying. This ten (10) day measurement is inclusive of CRAF flying and adjacent days off. In determining the vacation credit of a Pilot who was assigned to the CRAF Operation, such days shall be in addition to the prorated vacation credit earned in accordance with Section [11](#) of the Agreement.

2-E-2 Vacation Cancellation/Changes

Vacation may be cancelled in accordance with Section 11-F of the Agreement. In addition the following restrictions apply:

2-E-2-a Only those days affected by the actual CRAF Trip shall be cancelled.

2-E-2-b Vacation cancelled shall be subject to Section 11-F-7 of the Agreement.

2-F Benefits**2-F-1 Continued Coverage.**

A Pilot assigned to the Company's CRAF Operation shall continue to be covered as an Active Pilot, provided the Pilot continues to make any required contributions, under all benefit programs covering active Pilots under Section 22 and Section [24](#) of the Agreement as well as any Performance Incentive Program and Profit Sharing Plan covering Pilots, subject to the following:

2-F-1-a Compensation.

Any such benefits that are based on compensation shall be based on the Pilot's compensation as defined in the applicable plan including compensation while assigned to the Company's CRAF Operation.

2-F-1-b Exclusions and Limitations Waived.

To the extent they are present in the Company's benefit programs, exclusions and limitations for war, terrorism, job-related injury and criminal acts, and any limitation on the amounts paid per accident, are waived for Pilots while participating in any Operation conducted under the provisions of this Letter. Notwithstanding the foregoing, any limitations for self-inflicted injury and for job-related injury in the medical and dental plan shall remain in effect.

2-F-2 Additional Benefits

In addition to the benefits provided pursuant to Paragraph 2-F-1 of this Letter of Agreement, the following benefits are provided to a Pilot assigned to the Company's CRAF Operation.:

2-F-2-a Death Benefit

If a Pilot dies while assigned to the CRAF Operation, or as the result of an injury or illness incurred while assigned to the CRAF Operation, the Company shall pay or cause to be paid, subject to the conditions of Paragraph 2-F-2-c of this Letter of Agreement, \$150,000.00 to the same beneficiary(ies), and in the order and manner as the Pilot's beneficiary(ies) under the Company Paid Life benefit program. Such death benefit shall be paid in a lump sum.

2-F-2-b Special Hazard Insurance

In lieu of the death benefit described in Paragraph 2-F-2-a of this Letter of Agreement, if a Pilot becomes permanently totally disabled as the result of an injury or illness incurred while assigned to the CRAF Operation, the Company shall pay or cause to be paid, subject to the conditions of Paragraph 2-F-2-c of this Letter of Agreement, compensation in the sum of \$150,000.00. Such compensation shall be paid in a lump sum. The loss of, or the loss of use of, both hands, or both arms, or both feet, or both legs, or both eyes, or any two thereof, shall constitute permanent total disability for the purpose of Paragraph 2-F-2-b of this Letter of Agreement. In all other cases under Paragraph 2-F-2-b of this Letter of Agreement, permanent total disability shall be determined on a case-by-case basis.

2-F-2-c General Conditions

The Death Benefit described in Paragraph 2-F-2-a of this Letter of Agreement and the Permanent Total Disability Benefit described in Paragraph 2-F-2-b of this Letter of Agreement are intended to apply to Pilots while assigned to the CRAF Operation as follows:

2-F-2-c-(1) When outside the continental United States in connection with or as a result of a CRAF Operation, regardless of whether they are actually engaged in active duty at the time of death or injury.

2-F-2-c-(2) When within the continental United States, only if they are actually engaged in the course of employment at the time of death or injury.

2-F-3 Personal Life Insurance Protection

The Company shall protect a Pilot from any reduction in his personal life insurance benefits which may result from his assignment to CRAF Operations up to a maximum of \$1,000,000 of total personal life insurance coverage.

2-F-4 Worker's Compensation Benefits

The Worker's Compensation Benefits provided in Section 15 of the Agreement shall be provided for all Pilots assigned to the Company's CRAF Operation. All amounts paid under Section 15 of the Agreement shall be in addition to any amounts paid under Paragraph 2-F-2 of this Letter of Agreement.

2-G CRAF: Missing, Internment, Prisoner of War-Benefits

2-G-1 A Pilot engaged in the CRAF Operation who is interned or taken prisoner of war by a foreign government shall be entitled to compensation at the salary as specified in Paragraph 2 of this Letter of Agreement for the periods during which he is interned or held prisoner of war; provided, however, if the Company does not know whether a Pilot is alive or dead, compensation in such amounts shall be allowed for a period of twelve (12) months after the Pilot was last known to the Company to have been interned or held prisoner of war.

2-G-2 If after this twelve (12) month period it has still not been established whether the Pilot is alive or dead, the Pilot shall continue to receive compensation at the salary as specified in Paragraph 2 Paragraph 2 of this Letter of Agreement until death is established or until there is a sufficient presumption of death to permit payment of the death benefit provided in Paragraph 2-G of this Letter of Agreement.

2-G-3 If the Pilot is later found to be alive, he shall receive retroactively the difference in pay between the total compensation (including death benefit) paid by the Company under this Section

and the monthly amounts which would have been paid under Paragraph 2-G-1 of this Letter of Agreement and such monthly pay shall be resumed for the duration of internment or imprisonment.

2-G-4 If a Pilot engaged in the CRAF Operation becomes missing he shall be allowed compensation at the salary as specified in Paragraph 2 of this Letter of Agreement for a period of twelve (12) months after disappearance or until such date as death is established, whichever first occurs. If upon the expiration of the twelve (12) month period, any such Pilot who is still missing, or if prior to that time his death is established, the Company shall pay the death benefit provided for in Paragraph 2-G of this Letter of Agreement.

2-G-5 The monthly compensation under Paragraph 2-G of this Letter of Agreement for a Pilot interned, held prisoner of war, or missing shall be paid by the Company in accordance with written directions from the Pilot. Each Pilot employed in or assigned to the Company's CRAF Operation shall execute and deliver to the Company prior to such employment or assignment a written direction in the form set forth in Section 16 of the Agreement.

2-G-6 Payments to a Pilot under Paragraph 2 of this Letter of Agreement which are not covered by a written direction as above required shall be paid to the legal representative of his estate if he dies.

2-G-7 The monthly compensation under Paragraph 2-G of this Letter of Agreement shall be in lieu of all compensation provided for by any law in respect to persons interned, held prisoner of war or missing and shall also be in lieu of all salary, expenses and subsistence during the period in which a Pilot is interned, held prisoner of war or missing.

2-G-8 Pilots shall maintain and continue to accrue longevity during periods in which they are interned, held prisoner of war or missing.

2-H CRAF: Miscellaneous

2-H-1 Rules governing hours of service during the first thirty (30) days of the CRAF Operation shall be those specified in the applicable FAR's. As soon as feasible thereafter, but not later than two (2) complete Bid Periods inclusive of the initial (30) days, the hours of service as specified in the Agreement shall apply.

2-H-2 The assignment of all Pilots to this Operation shall be in writing to the Pilot.

2-H-3 Pilots shall continue to fly any CRAF Flight deemed essential to the national defense provided such flights are solely military in nature and carry cargo composed entirely of military requirements even if at the time such military flights are necessary the Pilots have withdrawn their airline service for any reason.

2-H-3-a To assure the movement of a particular Flight under such circumstances, the Association shall require certification by an appropriate Company official designated by the Company that such Flight is in accordance with the specifications set forth in Paragraph 2-H-3 of this Letter of Agreement. This certification shall be provided prior to movement of the Flight where feasible or, where not feasible, promptly thereafter.

2-H-3-b Pilots who fly such military traffic shall not lose any benefits accruing to other Pilots which they would otherwise have received upon settlement of an unresolved labor dispute.

2-I Scheduled Duty Time and Staffing

2-I-1 Staffing on duty periods scheduled between twelve (12) and eighteen (18) hours shall be no less than one (1) Captain and three (3) First Officers, two (2) Captains and two (2) First Officers, or three (3) Captains and one (1) First Officer. The actual and reassigned duty period limitation for such staffing levels is twenty (20) hours. This Section 2-I-1 does not apply to duty periods consisting entirely of deadheading.

2-I-2 Staffing on multiple segment duty periods scheduled between eighteen (18) and twenty-four (24) hours shall be no less than two (2) Captains and three (3) First Officers or three (3) Captains and two (2) First Officers. The actual and reassigned duty period limitation for such staffing levels is twenty-four (24) hours. This Section 2-I-2 does not apply to duty periods consisting entirely of deadheading.

2-I-3 In no case shall CRAF duty periods be scheduled for more than twenty-four (24) hours.

2-I-4 CRAF duty periods may be scheduled and staffed under Section 5 of the UPA. More specifically, Sections 2-I-1 and 2-I-2 are intended to provide relief from the scheduling requirements of Section 5, and may be used by the Company, at its discretion, on a scheduled, reassigned, or actual basis. When so used, such a duty period must end with a CRAF flight segment.

2-I-4-a For example, if a duty period scheduled under Section 5 initially contains a CRAF segment followed by a positioning deadhead, and if the CRAF segment is delayed, the Company may invoke Section 2-I-1 or 2-I-2 in the actual operation, provided that the CRAF segment now ends the duty period.

2-I-4-b When a duty period in a CRAF Trip consists entirely of deadheading, the SSC may waive the applicable duty period limits found in Section 5 of the UPA.

2-I-5 Management Pilots may be assigned CRAF Trips when the assignment window opens.

2-I-6 In the Bid Period in which a Pilot flies a CRAF Trip, the Bid Period limitations on flight time may be increased up to 100 actual block hours on a Bid Period by Bid Period basis based on a demonstrated need. The Company shall provide the ALPA SSC Chairman with the documentation necessary to show insufficient Pilot availability remains to complete the remaining CRAF flying for the month. If there is disagreement regarding the need for relief, the issue shall be resolved between the MEC Chairman and the senior-most flight-qualified Vice-President in charge of Flight Operations.

3 - Air Mobility Command (AMC)

3-A Compensation and Hourly Pay Computation

3-A-1 Pilots while assigned to the AMC Operation shall be paid in accordance with the applicable rates of pay for the type of equipment flown as provided in Section 3 of the Agreement.

3-A-2 In addition to the compensation specified in Paragraph 3-A-1 of this Letter of Agreement, Pilots shall be paid the rate of twelve dollars and fifty cents (\$12.50) for each hour flown on an AMC segment. This additional compensation applies to crewmembers working or deadheading on AMC segments.

3-A-3 "Actual pay hours" as defined in Section [3-C-3-b](#) of the Agreement shall be used in computing the override pay as specified in Paragraph [3-A-2](#) of this Letter of Agreement for flying performed on the AMC Operation.

3-B Expenses

3-B-1 Pilots on an AMC Operation shall be entitled to expense reimbursement under the provisions of Section [4](#) of the Agreement. Accommodations provided by the Company, where available, shall conform to the minimum standards set forth in Section [4](#) of the Agreement. In addition to the hourly expenses provided by Section [4-A-1](#) of the Agreement, Pilots on an AMC operation shall receive international override as described in Section [3-I-1](#) of the Agreement.

3-B-2 In addition to the expenses provided in Paragraph 3-B-1 of this Letter of Agreement, Pilots on an AMC Operation shall be provided necessary lodging and related ground transportation; or, when not furnished by the Company, shall be reimbursed for reasonable, actual expenses incurred for lodging and ground transportation.

3-B-3 Transportation

3-B-3-a Transportation to and from a Pilot's Base to the point of departure of the AMC Trip shall be furnished by the Company. Transportation over the Company's routes shall be in accordance with Section [5-C](#) of the Agreement.

3-B-3-b Notwithstanding Section [5-C-4](#) of the Agreement, transportation of the Pilot on any airline other than United shall be by First Class accommodations if domestic, or Business Class accommodations if international, when available.

3-B-4 Should isolated cases of unusual expenses be encountered by a Pilot that the expense allowance shall not normally cover and which were not contemplated by the provisions of this Letter of Agreement, the Company shall reimburse the Pilot for such expenses upon receipt of a documented Company expense form.

3-B-5 If a Critical AMC Operation Base is established, travel expenses for the Pilot while commuting to and from the operation shall be allowed.

3-C Filling of Vacancies

3-C-1 Bidding Of Critical AMC Vacancies

3-C-1-a All Pilot vacancies on the Company's Critical AMC Operation shall be bulletined at all Bases as far in advance as possible, but not later than thirty (30) days after such vacancy exists. If at the time of advertising a Critical AMC vacancy, the Company plans to advertise a line-flying vacancy in the same status and equipment type as the Critical AMC vacancy and with an advertised effective date the same as or prior to the Critical AMC vacancy, the line-flying vacancy shall be advertised and awarded prior to the awarding of the Critical AMC vacancy.

3-C-1-b Vacancy bulletins for Critical AMC assignments shall state the number and status of vacancies to be filled; the anticipated effective date of the assignment; the equipment type involved; the Critical AMC Operation Base; the anticipated general area of operation; and a reasonable deadline date, not less than ten (10) days, after which bids shall not be considered.

3-C-1-c All Critical AMC vacancies shall be filled in accordance with system seniority from among eligible bidders as stipulated in Paragraph 3-C-6 of this Letter of Agreement.

3-C-2 Eligibility To Be Awarded Critical AMC Vacancies

A Pilot's eligibility to be awarded a Critical AMC vacancy shall be subject to the following conditions:

3-C-2-a He must be currently flying in the Status and Equipment type of the Critical AMC assignment at the time of the closing of the Critical AMC vacancy bulletin, or

3-C-2-b He must have been awarded a line-flying vacancy in the Status and Equipment type of the Critical AMC vacancy which had an advertised effective date the same as or prior to the advertised effective date of the Critical AMC assignment.

3-C-3 Any Pilot assigned to the Critical AMC Operation may bid and be awarded a line-flying vacancy under the provisions of the Agreement and shall be considered to have vacated his former line-flying assignment at the time the flying for such awarded assignment commences. Such Pilot shall not be required to occupy his new line-flying assignment until he vacates his Critical AMC assignment, unless such new assignment involves a change in Status or Equipment type in which case he shall be required to occupy such new Base assignment.

3-C-4 Whenever a Pilot for any reason vacates his Critical AMC assignment, he shall return to his current line-flying assignment.

3-C-5 Section [8-E](#) of the Agreement shall not apply to Pilots in the Critical AMC Operation in the event of a reduction in the number of assignments on Critical AMC. In the event of a reduction of line-flying assignments affecting a Critical AMC Pilot's line-flying assignment, Section [8-E](#) of the Agreement shall apply. Notwithstanding Section [8-E](#) of the Agreement, a line-flying Pilot who loses his assignment shall not be permitted to displace into the Critical AMC Operation.

3-C-6 Vacating Assignments

3-C-6-a A Pilot may vacate an assignment on the Critical AMC Operation by giving notice in writing to the Company of his desire to return to his line-flying assignment. The Company shall release such Pilot as soon as possible but in any event he shall be returned to his line-flying assignment on the first day of the Bid Period following the completion of sixty (60) days from the date of receipt by the Company of the Pilot's request for release.

3-C-6-b A Pilot who has vacated his Critical AMC assignment under the provisions of Paragraph 3-C-6-a of this Letter of Agreement may not be awarded a Critical AMC assignment for a period of six (6) months following the date of his release from such Critical AMC assignment, except that a Pilot who has vacated his Critical AMC assignment to take up a new line-flying assignment involving a change in status, as provided in Paragraph 3-C-3 of this Letter of Agreement, who is subsequently reduced from such assignment and displaces into Critical AMC equipment type shall, notwithstanding said six (6) months restriction, be eligible to bid a Critical AMC vacancy.

3-C-7 When at the request of a Pilot the Company determines that unusual conditions exist concerning his assignment to the Critical AMC Operation, the Pilot shall be allowed to return to his line-flying assignment within thirty (30) days of the acknowledgement of the unusual condition.

3-C-8 Standby Assignments To Critical AMC Operation

3-C-8-a In addition to the number of Pilot assignments provided for under the provisions of Paragraphs 3-C-1 and 3-C-2 of this Letter of Agreement, the Company shall advertise and award Critical AMC standby assignments in each Pilot status to the extent necessary to provide adequate coverage of increases in the monthly level of flying on the Critical AMC Operation.

3-C-8-b A Pilot who holds a standby assignment shall acquire the necessary overwater and immunization qualification to be available for short notice assignment to the Critical AMC Operation. A Pilot holding a standby assignment shall continue to serve in his normal assignment in the line-flying operation until such time as he is moved into the Critical AMC Operation to alleviate a temporary need expected to exist for less than sixty (60) days in the Pilot Status in which he holds a standby assignment.

3-C-8-c Pilots holding a standby assignment, when needed to fill a temporary requirement shall be assigned to the Critical AMC Operation in order of seniority among those Pilots holding standby assignments in each Pilot Status. Upon termination of the temporary need on the Critical AMC Operation, Pilots holding standby assignments shall be released from the Critical AMC Operation in reverse order of seniority and shall return to their normal line-flying assignment and critical AMC standby assignment.

3-C-8-d Pilots holding a standby assignment who are assigned to the Critical AMC Operation for all or part of the Bid Period shall be required to state their preference under the provisions of Section 20 of the Agreement in their line-flying assignment for the following Bid Period. If more than one (1) standby Pilot is assigned to the Critical AMC Operation for a portion of a given Bid Period, such standby Pilots shall be assigned available lines of flying in accordance with their seniority and preference after all Pilots holding regular Critical AMC assignments have been awarded their schedule preference.

3-C-8-e A standby Pilot assigned to fly a Critical AMC Operation Trip shall, upon completion of his assignment and return to his Base, be entitled to not less than two (2) days off if his line-flying schedule does not provide such days off. If providing such two (2) days off does not provide him with the minimum days off for the Bid Period, the additional days off to provide such minimum shall be added to the two (2) days off period. A Critical AMC standby Pilot shall be considered unavailable for assignment to the Critical AMC Operation Trip if such assignment occurs at a time which precludes providing him with the required minimum days off in the Bid Period involved.

3-C-8-f A Critical AMC standby Pilot may vacate such assignment in the same manner as provided in Paragraphs 3-C-3 and 3-C-7 of this Letter of Agreement.

3-C-8-g A Critical AMC standby Pilot shall vacate such assignment whenever he is activated in a line-flying assignment involving a different status or equipment type than that of his Critical AMC standby assignment.

3-C-9 It is mutually agreed that regular and standby vacancies for Critical AMC Pilots shall be posted for bid and award at the Critical AMC Operation Base(s) as designated by the Company. Such bidding and awarding, including the determination of the level of regular Critical AMC vacancies, shall be in accordance with the provisions of Paragraph 3-C of this Letter of Agreement. It is understood that Critical AMC standby vacancies may be bid prior to the time that regular vacancies are required to be bid in accordance with Paragraph 3-C of this Letter of Agreement and that a Pilot may hold more than one Critical AMC Operation Base standby vacancy at the same time.

3-C-10 In the event there is a reduction in the number of Critical AMC assignments, the Company shall give not less than thirty (30) days notice to the affected Pilots and they shall return to their line-flying assignment, in inverse order of seniority.

3-C-11 Critical AMC flying, if planned for 975 hours per Bid Period or more, and if planned to exist for sixty (60) days or more shall be flown by a AMC Operation Base as defined in Paragraph 1-E of this Letter of Agreement, provided at least ninety (90) days notice is available to the Company.

3-C-12 Individual AMC Trips

All Basic AMC Trips and all AMC Trips flown by Guam-based Pilots may, at Company discretion, be included in Monthly Schedule Preferencing. The balance of this Paragraph 3-C-12 shall not apply to AMC Trips flown by Guam-based Pilots.

3-C-12-a Monthly Schedule Preferencing

3-C-12-a-(1) Non-critical Global AMC Operations that do not start with a deadhead and all Basic AMC Trips may, at Company discretion, be included in Monthly Schedule Preferencing.

3-C-12-a-(2) Non-critical Global AMC Operations that start with a deadhead and all critical AMC Operations will not be included in Monthly Schedule Preferencing.

3-C-12-b After Monthly Scheduling Preferencing

3-C-12-b-(1) AMC Trips starting with a Deadhead

If the level of Critical AMC flying does not meet the requirement of Paragraph 1-E of this Letter of Agreement and the Company decides not to fill AMC vacancies as per Paragraphs 3-C-1 thru 3-C-11 of this Letter of Agreement, the Company shall post all AMC Trips which start with a deadhead segment in a separate open-Trip file.

3-C-12-b-(2) AMC Trips starting with a deadhead shall be available to Lineholders using the procedures described in Paragraph 5 of this LOA, and shall be available through aggressive reserve pickup to Reserves from any Base within that Equipment, in accordance with Section [20-K-8](#), provided that the Lineholder or Reserve can be positioned to fly the AMC Trip, and provided that, unless waived by the Company, assigning the AMC Trip shall not result in an assignment made under Section [20-H-6](#) of the Agreement or senior manning at the Pilot's Base.

3-C-12-b-(3) AMC Trip Assignments

Whenever the Company assigns individual AMC Trips to Pilots (when the assignment window opens) it shall do so in the following order:

3-C-12-b-(3)-(a) To a Reserve who is available for the assignment and volunteers to perform AMC flying.

3-C-12-b-(3)-(b) To a Reserve who is on a day off (and is willing to move his day off) and volunteers to perform AMC flying.

3-C-12-b-(3)-(c) To a Lineholder who volunteers to perform AMC flying (and who is willing to trade his scheduled Trip for an AMC Trip).

3-C-12-b-(3)-(d) A Reserve who does not volunteer to perform Critical AMC flying may refuse the assignment due to the military nature of the Trip and shall be bypassed for that assignment with no indication. In addition, a Reserve who is a conscientious objector may refuse an assignment to non-Critical AMC flying due to the military nature of the Trip and shall be bypassed for that assignment with no indication.

3-C-12-b-(3)-(e) To an out-of-Base Pilot who has volunteered to perform AMC flying.

3-C-12-b-(3)-(f) To a Pilot in accordance with the provisions of Section [20-H-5](#) of the Agreement who has volunteered to perform AMC flying.

3-C-12-b-(4) Notice of Flight Assignments

3-C-12-b-(4)-(a) Due to the potential short notice for assignments to AMC Trips, the Company may construct AMC Trips to position crews to fly AMC Trips. These Trips shall not contain actual AMC flights. However, AMC flights may be added pursuant to Paragraph 3-C-12-b-(4)-(b) of this Letter of Agreement. These Trips shall not be constructed, nor shall they exceed in the actual operation, five (5) days in duration including the legs to accomplish the positioning.

3-C-12-b-(4)-(b) Whenever a Pilot is on one of the Trips specified in Paragraph 3-C-12-b-(4)-(a) of this Letter of Agreement, such Pilot(s) shall be given no less than twelve (12) hours notice prior to the AMC Flight assignment.

3-C-13 Due to the operational problems associated with the AMC Operation, such flights are considered Charter operations pursuant to Section 5 of the Agreement.

3-D Vacations

3-D-1 Vacation Cancellation/Changes

Vacation may be cancelled in accordance with Section 11-F of the Agreement. In addition the following restrictions would apply:

3-D-1-a Only those days affected by the actual AMC Trip may be cancelled/changed.

3-D-1-b Vacation cancelled shall be subject to Section 11-F-7 of the Agreement.

3-E Benefits

3-E-1 Continued Coverage.

A Pilot assigned to the Company's AMC Operation shall continue to be covered as an active employee for all benefit programs covering Active Pilots under Section 22 and Section [24](#) of the Agreement provided the Pilot continues to make any required contributions, as well as the Performance Incentive Program and Profit Sharing Plan covering Pilots, subject to the following:

3-E-1-a Compensation.

Any such benefits that are based on compensation shall be based on the Pilot's compensation as defined in the applicable plan including compensation while assigned to the Company's AMC Operation.

3-E-1-b Exclusions and Limitations Waived.

To the extent they are present in the Company's benefit programs, exclusions and limitations for war, terrorism, job-related injury and criminal acts, and any limitation on the amounts paid per accident, are waived for Pilots while participating in any Operation conducted under the provisions of this Letter. Notwithstanding the foregoing, any limitations for self-inflicted injury and for job-related injury in the medical and dental plan shall remain in effect.

3-E-2 Additional Benefits.

The following benefits are provided to a Pilot assigned to the Company's AMC Operation in addition to the benefits provided pursuant to Paragraph 3-E-1 of this Letter of Agreement.

3-E-2-a Death Benefit

If a Pilot dies while assigned to the AMC Operation, or as a result of injury or illness incurred while assigned to the AMC Operation, the Company shall pay or cause to be paid, subject to the conditions of Paragraph [3-E-2-c](#) of this Letter of Agreement, \$150,000.00 to the same beneficiary(ies), and in the order and manner as the Pilot's beneficiary(ies) under the Company Paid Life benefit program. Such death benefit shall be paid in a lump sum.

3-E-2-b Special Hazard Insurance

In lieu of the death benefit described in Paragraph 3-E-2-a of this Letter of Agreement, in the event of the permanent total disability of a Pilot resulting from injury or illness incurred while assigned to the AMC Operation, the Company shall pay or cause to be paid, subject to the conditions of Paragraph [3-E-2-c](#) of this Letter of Agreement, compensation in the sum of \$150,000.00. Such compensation shall be paid in a lump sum. The loss of, or the loss of use of, both hands, or both arms, or both feet, or both legs, or both eyes, or any two thereof, shall constitute permanent total disability for the purpose of Paragraph 3-E-2-b of this Letter of Agreement. In all other cases under Paragraph 3-E-2-b of this Letter of Agreement, permanent total disability shall be determined on a case-by-case basis.

3-E-2-c General Conditions

The Death Benefit described in Paragraph 3-E-2-a of this Letter of Agreement and the Special Hazard Insurance described in Paragraph 3-E-2-b of this Letter of Agreement are intended to apply to Pilots while assigned to the AMC Operation, as follows:

3-E-2-c-(1) When outside the continental United States on an AMC Operation, irrespective of whether they are actually engaged in active duty at the time of death or injury.

3-E-2-c-(2) When within the continental United States only if they are actually engaged in the course of employment at the time of death or injury.

3-E-2-d Personal Life Insurance Protection.

The Company shall indemnify a Pilot against any reduction in his personal life insurance benefits which may result from his assignment to AMC Operations up to a maximum of \$1,000,000 of total personal life insurance coverage.

3-E-3 Worker's Compensation Benefits.

The Worker's Compensation Benefits provided for Pilots in Section 15 of the Agreement shall be provided for all Pilots assigned to the Company's AMC Operation and all amounts paid under such Section of the Agreement shall be in addition to any amounts paid under Paragraph 3-E-2 of this Letter of Agreement.

3-F AMC: Missing, Internment, Prisoner of War-Benefits

3-F-1 A Pilot engaged in the AMC Operation who is interned or taken prisoner of war by a foreign government shall be entitled to compensation at the salary as specified in Paragraph 3-A of this Letter of Agreement for the periods during which he is interned or held prisoner of war; provided, however, that in the absence of knowledge on the part of the Company as to whether a Pilot is

alive or dead, compensation in such amounts shall be allowed for a period of twelve (12) months after such Pilot was last known to the Company to have been interned or held prisoner of war.

3-F-2 When after twelve (12) months it has still not been established whether the Pilot is alive or dead, the Pilot shall be allowed compensation at the salary as specified in Paragraph 3-A of this Letter of Agreement until death is established or until there is a sufficient presumption of death to permit payment of the death benefit provided in Paragraph 3-E-2-a of this Letter of Agreement.

3-F-3 In the event the Pilot is later found to be alive, he shall receive retroactively the difference in pay between the total compensation (including death benefit) paid by the Company under Paragraph 3-F of this Letter of Agreement and the monthly amounts which would have been paid under Paragraph 3-F-1 of this Letter of Agreement and his monthly pay shall resume for the duration of internment or imprisonment.

3-F-4 A Pilot engaged in the AMC Operation who becomes missing shall be allowed compensation at the salary as specified in Paragraph 3-A of this Letter of Agreement for a period of twelve (12) months after his disappearance or until such date as his death is established, whichever first occurs. If the Pilot is still missing after twelve (12) months, or if prior to that time his death is established, the Company shall pay the death benefit provided for in Paragraph 3-E-2-a of this Letter of Agreement.

3-F-5 The monthly compensation allowable under Paragraph 3-F of this Letter of Agreement to Pilots interned, held prisoner of war, or missing shall be credited to such Pilot on the books of the Company and shall be disbursed by the Company in accordance with written directions from the Pilot. Each Pilot assigned to an AMC Operation shall execute and deliver to the Company prior to such assignment a written direction in the form set forth in Section 16 of the Agreement.

3-F-6 Any payments due to any Pilot under Paragraph 3-F of this Letter of Agreement which are not covered by a written direction as above required shall be held by the Company for the Pilot and if the Pilot dies shall be paid to the legal representative of his estate.

3-F-7 The monthly compensation allowable under Paragraph 3-F of this Letter of Agreement shall be in lieu of all compensation provided for by any law in respect to persons interned, held prisoner of war or missing and shall also be in lieu of all salary, expenses and subsistence during the period in which a Pilot is interned, held prisoner of war or missing.

3-F-8 Pilots shall maintain and continue to accrue seniority and longevity for pay purposes during periods in which they are interned, held prisoner of war or missing.

3-G AMC: Miscellaneous

3-G-1 Other than as specifically provided or modified in this Letter of Agreement, the provisions of the Basic Agreement shall apply.

3-G-2 In the event the AMC Operation requires passports and inoculations for Pilots, any actual necessary expenses shall be borne by the Company. Inoculations shall be given at Company designated places.

3-G-3 Pilots shall continue to fly any AMC Flight deemed necessary to the national defense provided such flights are solely military in nature and carry cargo composed entirely of military requirements even if at the time such military flights are necessary the Pilots have withdrawn their airline service for any reason.

3-G-3-a To assure the movement of a particular Flight under these circumstances, a Company official shall certify that the Flight is in accordance with the specifications set forth in Paragraph 3-G-3 of this Letter of Agreement. This certification shall be provided prior to movement of the Flight where feasible or, where not feasible, promptly thereafter.

3-G-3-b Pilots who fly such military traffic shall not lose any benefits accruing to other Pilots which they would otherwise have received upon settlement of an unresolved labor dispute.

3-H Scheduled Duty Time And Staffing

3-H-1 Staffing on duty periods scheduled between twelve (12) and eighteen (18) hours shall be no less than one (1) Captain and three (3) First Officers, two (2) Captains and two (2) First Officers, or three (3) Captains and one (1) First Officer. The actual and reassigned duty period limitation for such staffing levels is twenty (20) hours. This Section 3-H-1 does not apply to duty periods consisting entirely of deadheading.

3-H-2 Staffing on multiple segment duty periods scheduled between eighteen (18) and twenty-four (24) hours shall be no less than two (2) Captains and three (3) First Officers or three (3) Captains and two (2) First Officers. The actual and reassigned duty period limitation for such staffing levels is twenty-four (24) hours. This Section 3-H-2 does not apply to duty periods consisting entirely of deadheading.

3-H-3 In no case shall AMC duty periods be scheduled for more than twenty-four (24) hours.

3-H-4 AMC duty periods may be scheduled and staffed under Section 5 of the UPA. More specifically, Sections 3-H-1 and 3-H-2 are intended to provide relief from the scheduling requirements of Section 5, and may be used by the Company, at its discretion, on a scheduled, reassigned, or actual basis. When so used, such a duty period must end with a AMC flight segment.

3-H-4-a For example, if a duty period scheduled under Section 5 initially contains an AMC segment followed by a positioning deadhead, and if the AMC segment is delayed, the Company may invoke Section 3-H-1 or 3-H-2 in the actual operation, provided that the AMC segment now ends the duty period.

3-H-4-b When a duty period in an AMC Trip consists entirely of deadheading, the SSC may waive the applicable duty period limits found in Section 5 of the UPA.

3-H-5 Management Pilots may be assigned AMC Trips when the assignment window opens.

3-H-6 For individual Pilots who fly an AMC Trip in that Bid Period, the Bid Period limitations on flight time may be increased up to 100 actual block hours on a Bid Period by Bid Period basis based on a demonstrated need. In order to demonstrate this need, the Company agrees to provide the SSC with the documentation necessary to show insufficient Pilot availability remains to complete the remaining AMC flying for the month. If there is a disagreement regarding the demonstrated need for relief, the issue shall be resolved between the MEC Chairman and the senior-most flight-qualified Vice-President in charge of Flight Operations.

4 - AMC Medical Evacuation Flights (AMC Medevac)

4-A The Company shall provide reserve supplemental MEDEVAC (Medical Evacuation Flights) airlift support using reconfigured B767 aircraft under the following conditions:

4-A-1 All provisions of Paragraph 3 of this Letter of Agreement shall apply with the following exceptions:

4-A-1-a Flights shall be limited to single augmentation flight and duty rules, and

4-A-1-b All assignments to MEDEVAC flights shall be strictly voluntary, and

4-A-1-c All references to AMC in the AMC LOA shall be understood to refer to AMC MEDEVAC, and

4-A-1-d All MEDEVAC pairings shall be identified as such.

4-A-2 Rest facilities:

4-A-2-a There shall be two (2) international business class seats located just aft of the mid galley and blocked for the exclusive use of the Pilots;

4-A-2-b The designated seats shall be equipped with a privacy curtain that encloses the rest facility. At least one (1) seat shall have a fully functional recline mode and a fully functional footrest.

5 - Awarding Open CRAF and AMC Trips that Start With a Deadhead to Lineholders

5-A Lineholder Pilots will opt in or out (the default) of consideration for such Trips for an entire Bid Period; the deadline for opting in is twenty-four (24) hours before the start of the Bid Period. The parties agree to explore modifying this procedure such that:

5-A-1 A Pilot who had previously opted out can opt in with twenty-four (24) hours notice, or

5-A-2 A Pilot can opt in and out via CCS (similar to SRM volunteers).

5-B The Company shall provide all such Trips to the ALPA SSC for review before making them available for pickup or assignment.

5-C After the ALPA SSC has a reasonable amount of time to provide feedback, the Trip will be posted in open time for the appropriate Category used to hold the AMC/CRAF Trips that start with a Deadhead (e.g., SEA 777 FO). This will trigger an open pairing alert for the new Trip and will allow Pilots to view the Trip before being called.

5-D The AMC/CRAF desk shall wait at least sixty (60) minutes before calling the most senior Pilot, in accordance with Paragraph 5-E below, in order to allow Pilots time to receive the alert and review the Trip(s) before being called.

5-E Trips covered by this Paragraph 5 will be offered in seniority order to all Pilots, from any Base within that Equipment, whose names appear on the volunteer list as it exists at the time the first call is attempted. The AMC/CRAF desk will call all numbers listed on each Pilot's master schedule. If the Pilot does not answer, a message will be left at each number that allows voicemail. The message should simply state (for example) "the crew desk is calling to offer an AMC/CRAF charter, if you're interested please call the AMC/CRAF desk back at 872-825-xxxx."

5-F The AMC/CRAF desk is not required to wait for a callback before proceeding to the next Pilot on the list. This will be administered similarly to the SRM callout process.

5-G A Pilot who calls the AMC/CRAF desk prior to being called in order to ask for a Trip will not be awarded the Trip until it is his turn to be called.

5-H The first Pilot that answers his phone or calls back and makes two-way contact with the AMC/CRAF desk will be offered the Trip regardless of schedule repair except as provided by Paragraphs 2-D-13-b and 3-C-12-b-(2) of this Letter of Agreement. Additionally, Company concurrence is required if (1) the Pilot has already reported for a conflicting Trip, or (2) his schedule repair would create an open Trip whose report time is within twenty-four (24) hours of the current time.

5-I Once two-way communication is established with a Pilot and that Pilot agrees to accept the Trip, it is considered his Trip once the Crew Desk intentionally terminates the phone call. If the Crew Desk chooses to terminate the call without the Trip added to the Pilot's Master Schedule and subsequently the Pilot is discovered to be illegal for the Trip, he will be subject to Section [20-F-1](#) reassignment for the improperly assigned AMC/CRAF Trip. However, with Pilot concurrence, Section 20-D-4 may be applied.

5-J Once a Trip is assigned to a Pilot and rebuilt for his Base it can remain in that Base if the Trip is subsequently dropped back into open time. The Company will, however, continue to make the open Trip immediately available to all Pilots in that Equipment and seat, regardless of Base (specifically, for out-of-base Lineholders the "starting at 1300 on the day before the Trip reports" requirement found in Section [20-P-2](#) shall not apply). In such case the Trip is available to in-base Lineholders via the Trip Trade System and on a first-come, first-served basis to in-base and out-of-base Lineholders by calling the AMC/CRAF desk. If the Trip is assigned to a Lineholder in a different Base, the Trip will be rebuilt for his Base.

5-K Once a Lineholder has picked up an AMC/CRAF Trip he can use the Trip Trade Systems to trade or drop the Trip like any other Trip. A Lineholder who has already been awarded an AMC/CRAF Trip is still eligible to be called for any additional AMC/CRAF Trips that become open and shall be called in seniority order regardless of the AMC/CRAF Trip already in his line. If the Lineholder is awarded another AMC/CRAF Trip and a resulting schedule repair involves a previously-awarded AMC/CRAF Trip, the schedule repair will be administered without regard to the fact that the conflicting Trip is an AMC/CRAF Trip.

5-L The same tracking form that is used to document SRM assignments will be used to track all Pilots who were called and the reason any Pilot was bypassed before the assignment was made. The valid reasons for bypass are no answer/callback or an award exception as referenced in Paragraph 5-H above.

6 - Duration

This Letter of Agreement shall become effective on the date of signing and shall remain in full force and effect and shall run concurrently with the current Agreement.

AGREED, this 18th day of December, 2012.

For United Airlines, Inc.:

**For the Air Line Pilots Association,
International:**

Captain Fred Abbott
Senior Vice President
Flight Operations

Captain Donald L. Moak
President
Air Line Pilots Association, International

P. Douglas McKeen
Senior Vice President
Labor Relations

Captain Jay Heppner
Chairman
UAL MEC

Captain Jay Pierce
Chairman
CAL MEC

LOA 12-14

Association Business

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

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

Whereas, the Company and the Association have entered into a Joint Collective Bargaining Agreement (the “Agreement”), effective as therein provided (the “effective date of the Agreement”); and

Whereas, the Company and the Association have further agreed to certain additional provisions applicable to Pilots engaged in Association business;

Now, Therefore, it is hereby agreed:

A Association Leaves of Absence

A-1 Full-Time Elected or Appointed Association Position

If requested by the Pilot, a Pilot shall be granted an Association Leave of Absence (“ALA”) to accept a full-time elected or appointed position with or for the Association (whether with the International Association or the UAL MEC). A full-time position, for purposes of this paragraph is defined as working one or more complete Bid Periods for the Association.

A-2 Aviation-Related Governmental Position or Elected Member of Congress

A Pilot shall be granted an ALA to staff an executive position with any agency or branch of the Federal Government directly connected with aviation; e.g., FAA, DOT, or Congressional Staff, or to serve as an elected member of the United States Congress (either as a Senator or Representative).

A-3 Ineligibility of Pilot Accepting Permanent Association Staff Position

A Pilot who accepts a permanent staff position with either the MEC or ALPA International shall not be eligible for an ALA.

B Trip Loss

B-1 Scheduling

B-1-a Negotiating Committee Members

At the request of the MEC Treasurer, the Pilot members of the Association Negotiating Committee shall be removed from their schedules.

B-1-b Members of Other Committees

When required to attend formal meetings with the Company in their capacity as MEC Committee Members, and at the request of the MEC Treasurer, the Pilot members of the System Schedule Committee, the Central Air Safety Committee, the Retirement and Insurance Committee, the Hotel Committee (not including hotel inspection), the HIMS HSC and BMCs, and the EVP shall be removed from their schedules in order to attend such meetings.

B-1-c LEC Officers

Any LEC Officer may request to be removed from his Trip(s) for the purpose of conducting Association business. His Chief Pilot will determine if FBO is possible, based upon the availability of management Pilots who have a need to perform such flying. Trips which are not covered by management Pilots on an FBO basis are subject to the existing procedure covering dropped Trips for Association business.

B-1-d Other Association Absences

Absences for Association business other than those referenced in Paragraphs B-1-a and B-1-b of this Letter of Agreement will be accommodated in accordance with Paragraphs B-2 and B-3 of this Letter of Agreement.

B-2 Absences for Association Business Before Monthly Schedule Preferencing

B-2-a All Association business shall be included in Monthly Schedule Preferencing whenever possible. The Association shall initially advise the Company of the absence no later than the twenty-fifth (25th) day of the calendar month that is two (2) months before the Bid Period in which the absence will occur (e.g., by March 25th for absences occurring in the May Bid Period). The Association shall make its best effort to ensure the initial advisements are as accurate as possible. Final advisements shall occur no later than seventy-two (72) hours before the close of Monthly Schedule Preferencing for the Bid Period in which the absence will occur. If the time limit for final advisements above is not met for requests involving Association Leaves encompassing a full Bid Period for individuals other than those listed in Paragraphs B-1-a and B-1-b of this Letter of Agreement; the granting of such absence shall not be guaranteed, but shall be granted if Pilot staffing requirements permit.

B-2-b For Monthly Schedule Preferencing, the Line Credit Value of an ALPA absence will be three (3) hours per day.

B-2-c Association business included in Monthly Schedule Preferencing shall not be included in the MPG/PTC calculations found in Sections 3-C-1-a-(1) and [3-C-1-b-\(1\)](#).

B-3 Absences for Association Business After Monthly Schedule Preferencing

The Association shall provide the Company with as much advance notice as is reasonably possible for absences whose need becomes known after Monthly Schedule Preferencing. Other than those absences listed in Paragraphs B-1-a and B-1-b of this Letter of Agreement; the granting of such absence shall not be guaranteed, but shall be granted if Pilot staffing requirements permit.

C Flight Pay Loss

C-1 The Company shall provide the Association a credit of \$416,666.67 per Bid Period to cover flight pay loss and other expenses related to conducting Association business. This credit shall not require the Association to provide receipts or justification.

C-2 Each month the Company shall pay the compensation and benefits of Pilots for their time spent on Association Business, as directed by the Association. Such compensation shall be paid as Add Pay.

C-3 Except as provided in Paragraph C-5 of this Letter of Agreement, the Compensation paid in accordance with Paragraph C-2 of this Letter of Agreement, plus the actual cost of payroll taxes, FICA, health insurance and other fringe benefits and payroll related expenses, shall be applied against the credit granted in Paragraph C-1 of this Letter of Agreement. Each January, the Company will furnish the MEC Treasurer with a statement of the fringe override percentage to be applied for the year, showing the component elements and the percentage for each.

C-4 The Association shall be responsible to reimburse the Company on a monthly basis for any amount in Paragraph C-3 of this Letter of Agreement which exceeds the credit provided under Paragraph C-1 of this Letter of Agreement.

C-5 Ad Hoc Meetings Requested by Company

The credit in Paragraph C-1 of this Letter of Agreement shall not be debited, nor shall the Company seek reimbursement as set forth in Paragraph C-3 of this Letter of Agreement, to cover flight pay loss incurred for ad hoc meetings held with the Association at the request of the Company.

D Benefits**D-1 Pilot on ALA Treated As Active**

All benefits and accruals shall be continued as if a Pilot on ALA were in Active Service. The Association shall reimburse the Company for the cost of such benefits as provided in Paragraph C-3 of this Letter of Agreement.

D-2 Longevity

A Pilot will retain and continue to accrue longevity while on ALA or other absences on Association business.

D-3 Termination of Employment

If the Pilot's employment terminates while on ALA, the Pilot and his Dependents may continue current medical/dental/vision benefits pursuant to the Retiree Medical Plan if eligible, treating the absent Pilot as on active status, or pursuant to COBRA. In the event of the Pilot's death while on ALA, the Pilot's eligible survivors shall be entitled to all benefits provided under the Agreement to survivors of Pilots who die while in active status.

E Passes

Pilots on ALA and their eligible family members will have travel privileges (for non-business travel) at their active employee pass classification and will continue to receive and be able to use vacation and buddy passes for the duration of the ALA.

F Vacation for Association Officers

F-1 No Award of Vacation During Term of MEC Office

The Company shall not award vacation periods to MEC Officers during their term in office with the understanding that it is each Officer's responsibility to arrange for his own vacation. At the beginning of each vacation year, the Company shall provide MEC Officers notification of their responsibilities pursuant to this Paragraph.

F-2 Return to Flying Upon Expiration of Term of Office

Upon returning to line flying at the end of his term in office, all vacation due to an MEC Officer in the current and prior vacation years shall be considered to have been awarded and taken. This Paragraph F-2 shall also apply to full time ALPA National Officers.

G Effectiveness; Duration

This Letter of Agreement shall become effective as of the effective date of the Agreement and shall run concurrently with the Agreement.

AGREED, this 18th day of December, 2012.

For United Airlines, Inc.:

**For the Air Line Pilots Association,
International:**

Captain Fred Abbott
Senior Vice President
Flight Operations

Captain Donald L. Moak
President
Air Line Pilots Association, International

P. Douglas McKeen
Senior Vice President
Labor Relations

Captain Jay Heppner
Chairman
UAL MEC

Captain Jay Pierce
Chairman
CAL MEC

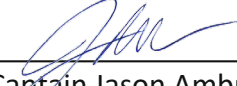
IN WITNESS WHEREOF, the parties hereto have signed this Agreement this 29th day of September, 2023.

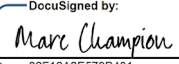
FOR UNITED AIRLINES, INC.

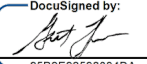
FOR THE AIR LINE PILOTS ASSOCIATION, INT'L

DocuSigned by:

862DCA94D84B4B0...
Z. Michael Jones, Vice President
Labor Relations

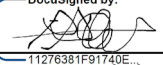

Captain Jason Ambrosi, President
Air Line Pilots Association, Intl

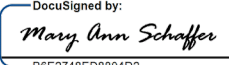
DocuSigned by:

82F12A2E579B481...
Captain Marc Champion
Vice President Flight Operations

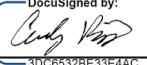
DocuSigned by:

95B3E93598804DA...
Captain Garth Thompson, Chair
United Master Executive Council

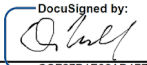
DocuSigned by:

E1B099DEBD43491...
Mike Hansen, Managing Director
LR & Labor Economics

DocuSigned by:

11276581F91740E...
Captain Phil Otis, Chair
UAL MEC Negotiating Committee

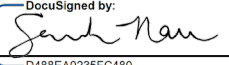
DocuSigned by:

B6E2748ED8804D2...
Captain Mary Ann Schaffer,
Managing Director Aviation Safety

DocuSigned by:

3DC6532BE33E4AC...
Captain Andy Riggs, Vice-Chair
UAL MEC Negotiating Committee

DocuSigned by:

CCF27B1E08AB4F7...
Captain David Zullo, Director
Pilot Contract Administration

DocuSigned by:

4C9D957A868D469...
Captain Adrian Rivero, Member
UAL MEC Negotiating Committee

DocuSigned by:

D48BEA0235FC480...
Sarah Nau, Director
Labor Relations

LOA 12-15

FRMS Scheduling

LETTER OF AGREEMENT

between

UNITED AIRLINES, INC.

and

THE AIR LINE PILOTS

in the service of

UNITED AIRLINES, INC.

as represented by the

AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

THIS LETTER OF AGREEMENT is made and entered into in accordance with the provisions of Title II of the Railway Labor Act, as amended, by and between UNITED AIRLINES, INC. and the AIR LINE PILOTS in the service of UNITED AIRLINES, INC., as represented by the AIR LINE PILOTS ASSOCIATION, INTERNATIONAL.

WHEREAS, an FAA-approved Fatigue Risk Management System (FRMS) may serve as an alternate means of compliance with the FAA's flight duty regulations, if the FRMS provides at least an equivalent level of protection against fatigue-related accidents or incidents; and

WHEREAS, the FAA has stated that a successful FRMS requires a shared responsibility among management and flight crew members; and

WHEREAS, the FAA has further stated that an FRMS is a data-driven and scientifically based process; and

WHEREAS, the Company may wish to apply for FAA approval to use an FRMS as an alternative to certain flight duty regulations found in Federal Aviation Regulation (FAR) 117;

NOW THEREFORE, the parties have reached the following agreement regarding the FRMS process:

1. Prior to submitting an FRMS application to the FAA for approval, the Company will obtain ALPA's consent. Such consent will not be unreasonably withheld and, if withheld, will be based solely on the merits of the FRMS application. Such consent shall not be withheld for a mandatory second break seat; this clause shall not diminish the parties' rights under Section 5-J-11 Crew Rest Oversight Committee. ALPA's reason(s) for withholding consent shall be provided to the Company in writing. However, ALPA may withhold its consent for any reason if the FRMS either seeks to raise any part of FAR 117 Table B above fourteen (14) hours or would require a change to the Agreement to be implemented.
2. Disagreements regarding any matter in Paragraph 1 of this Letter of Agreement must be resolved, including, if necessary, through an expedited grievance/arbitration process, before the Company may submit an FRMS application to the FAA. Both parties will abide by the arbitration decision.
3. ALPA hereby consents to FRMS applications seeking the following:
 - a. Using Base time instead of local time when complying with FAR for all Basic Duty Periods and for Global Duty Periods consisting solely of flights operating within North, South and Central America. Notwithstanding Paragraph 1 of this Letter of Agreement, Sections 5-E-1-g-(1) and

5-F-1-j-(1) of the Agreement will be automatically modified to conform to the results of the FRMS application except that all flights within the continental United States will continue to use Base time.

- b. Relaxing the flight duty period limitations for flights to and from India and Hong Kong, when those flights are scheduled to be sixteen (16) hours or less.
- c. Excluding augmented flight duty periods from the FAR prohibiting an assignment if the Pilot's total flight duty period time will exceed sixty (60) flight duty period hours in any 168 consecutive hours.
- d. Extending FAR 117 Table A by one (1) hour when applying it to single-segment duty periods in the Actual Operation, provided that the FRMS application includes a process to ensure scheduled block times are and remain reliable.
- e. An alternate flight duty period limitation, reserve duty period limitation, and inflight rest opportunity requirement in order to fly an "island-hopper" Trip (a multi-leg sequence between GUM and HNL), provided that the FRMS application calls for two Captains and two First Officers to fly the Trip. Notwithstanding Paragraph 1 of this Letter of Agreement, if the application is approved, Section [5-E-1](#) of the Agreement will impose no scheduled duty period limitation on such Trips, and when applying Section [5-E-1](#) of the Agreement, a duty period may not exceed the scheduled duty period length by more than two (2) hours (unless further restricted by the FRMS) without Pilot concurrence.
- f. Defining an IPP seat that complies with the requirements of Sections 5-J-1-b-(3), 5-J-1-c-(1) and 5-J-1-c-(2) as a Class 1 Crew Rest Facility.
- g. For double-augmented flights on aircraft equipped with an operational qualified Class 1 rest facility having two sleep surfaces meeting Class 1 criteria, increasing the Table C Flight Duty Period (FDP) limits by up to ninety (90) minutes and/or increasing the block hour limit by up to sixty (60) minutes, provided the application contains the following restrictions:
 - i. 777-200 bunked aircraft, as currently configured, require a second premium "break" seat in Business Class (as a minimum). Notwithstanding Section 5-J-1-c-(3)-(a), the parties agree that a substantive improvement to the crew rest facilities on such 777-200 aircraft (e.g., creating an overhead rest facility equivalent to the current Delta 777-200LR facility) will be evaluated by the CROC, in accordance with Section 5-J-11, to determine if this limitation should continue to apply.
 - ii. If the increase to the Table C FDP limit is more than sixty (60) minutes, the maximum allowable operational extension is reduced on a minute for minute basis for each minute of increase above sixty (60) minutes. (For example, if the Table C FDP limits are increased by seventy-five (75) minutes, the maximum allowable operational extension is reduced by fifteen (15) minutes resulting in a maximum allowable operational extension of one hundred five (105) minutes.)
 - iii. The Trip containing the FRMS flight(s) shall not be scheduled to contain more than two (2) Global Flight Segments. Additionally, such Trip shall not be scheduled to contain more than two (2) Flying Flight Segments. (HKG FRMS applications that have been reviewed with ALPA as of January 22, 2016 are exempt from this provision.)
 - iv. The published Official Airline Guide (OAG) scheduled departure time of the FRMS flight

must be within +/- three (3) hours of the scheduled departure time contained in the original FRMS submission.

- v. If the FRMS flight originates at a Pilot Base, each Pilot must be acclimated to the North American theater and each Pilot's Base must be within two (2) time zones of the point of departure.
 - vi. If the originating leg of a Trip is an FRMS flight, the minimum length of the actual rest period prior to conducting the FRMS flight (or prior to beginning a short-call assignment, when applicable) must be no less than twelve hours and forty-five minutes (12:45) and must protect one physiological night's rest, as defined by FAR 117.
 - vii. Rest periods on layovers before or after an FRMS flight, excluding layovers that occur immediately before a Basic deadhead, must be scheduled to be at least twenty-two (22) hours and must actually be at least eighteen (18) hours, including one physiological night's rest, as defined by FAR 117.
 - viii. The actual rest period following a Trip that contains an FRMS flight shall be no less than thirty (30) hours.
 - ix. Since the conclusion of his last physiological night's rest, a short-call reserve assigned to the FRMS flight must only have been assigned to the short-call period required for this potential assignment and must not have completed or been scheduled for any other Duty Period or short-call assignment.
 - x. With the exception of pre-flight limitations and FDP, all other conditions, limitations, and mitigations associated with the FRMS flight must be applied to short-call reserves once they have been assigned an FDP that includes the FRMS flight.
 - xi. Short-call reserves will be available for an assignment at the beginning of the RAP, and an assignment to the FRMS flight must be made within the first four (4) hours of the RAP (that is, the period of time from the beginning of the RAP until the time the reserve is notified of the report time of the FRMS flight shall be no more than four (4) hours).
 - xii. When a Duty Period is modified to start with a reserve availability period (i.e., "Soft Start"), the new report time must be within four (4) hours of the originally scheduled report time.
4. ALPA shall continue to be involved in all phases of development and implementation of any FRMS application, regardless of whether the application is covered under Paragraph 3 above.

This Agreement will become effective on date of signing and remain in full force and effect concurrent with the basic Agreement.

AGREED, this 18th day of December, 2012.

For United Airlines, Inc.:

**For the Air Line Pilots Association,
International:**

Captain Fred Abbott
Senior Vice President
Flight Operations

Captain Donald L. Moak
President
Air Line Pilots Association, International

P. Douglas McKeen
Senior Vice President
Labor Relations

Captain Jay Heppner
Chairman
UAL MEC

Captain Jay Pierce
Chairman
CAL MEC

LOA 16-01

Fatigue Risk Management System

LETTER OF AGREEMENT

between

UNITED AIRLINES, INC.

and

THE AIR LINE PILOTS

in the service of

UNITED AIRLINES, INC.

as represented by the

AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

THIS LETTER OF AGREEMENT is made and entered into in accordance with the provisions of Title II of the Railway Labor Act, as amended, by and between UNITED AIRLINES, INC. (hereinafter referred to as “the Company” or “United”) and the AIR LINE PILOTS in the service of UNITED AIRLINES, INC., as represented by the AIR LINE PILOTS ASSOCIATION, INTERNATIONAL (hereinafter referred to as “the Association” or “ALPA”).

Now, Therefore, it is hereby agreed:

This will confirm United’s intent to continue a Fatigue Risk Management System pursuant to FAR 117 and §212 (b) of the Airline Safety and FAA Extension Act of 2010 and as detailed in the United Fatigue Risk Management Plan (FRMP) submitted to the FAA Administrator. United Airlines welcomes, expects and encourages ALPA MEC involvement in the FRMP, specifically:

- A. FRMS is a Partnership Safety Program governed by Section [19](#) of the UPA. The Association shall designate two members as the Pilot members of the United Fatigue Management Steering Committee (FMSC). The Pilot members of the FMSC and the Company will jointly develop and manage all Pilot-related aspects of the FRMS. If the parties are unable to agree, the issue will be referred to the Safety Action Council (MEC Central Air Safety Committee Chairman and the Vice President of Corporate Safety) for resolution.
- B. The Fatigue Review Committee (FRC) will consist of four members, two of whom shall be Company representatives (one each from the Flight Operations and Safety Departments) and two of whom shall be Association representatives (one each from the MEC Scheduling and Safety Committees). The Association shall designate the two ALPA participants in the FRC.
- C. The Company shall pay half of the flight pay loss for the Association members of the FMSC and FRC for all related duties and while attending Company-approved industry relevant conferences or training, and all flight pay loss for work in support of FRMS applications.
- D. Each member of the FRC shall have equal access to all data and software (including SAFE-T/FAST) subject to Section [19](#) data protection, security, and privacy concerns. Data collection will be governed by the Data Collection MOU.

E. Fatigue events categorized by the FRC as Operational or Non-Operational will not be considered to be an Attendance and Reliability event. Self-Induced Fatigue events may be subject to the Attendance and Reliability policy. In the event of a Self-Induced Fatigue event, an ALPA representative from the FRC will inform the Pilot of the potential that the fatigue event may be subject to further investigation by Flight Operations Management. However, the content of all FSAP Reports or any other required fatigue reports (e.g. IOR for fatigue) will remain confidential within the ERC and FRC and may not be used in any subsequent investigation of the fatigue event.

F. If the FRC categorizes a fatigue event as either Non-Operational or Self-Induced, the Pilot will be entitled to meet with the FRC in person to request they reconsider their decision.

G. Fatigue events will be categorized in accordance with the United FRMP filing with the Administrator on November 10, 2011 or the most current FRC documentation contained in a revised FRMP accepted and on record with the Administrator. If the FRC is unable to agree, the issue will be referred to the SAC for resolution.

G-1. Operational Fatigue events shall not cause a reduction in a Pilot's pay nor result in debiting of his Sick Bank.

G-2. Non-Operational Fatigue events will debit a Pilot's sick bank for the flying not performed to protect a Pilot's pay, to the extent sick bank is available and in accordance with the UPA.

G-3. Self-Induced Fatigue events will not generate pay for any time lost as a result of the fatigue event.

G-4. A Pilot who declares themselves fatigued or unfit to fly will be removed from their flying assignment and the event will be coded and categorized as Fatigue and reviewed by the FRC. Further, if the Pilot is a non-LCL Reserve at their Base, they will be placed on Short Call beginning at the time the Pilot estimates that they will be rested. A LCL Reserve will be released to Long Call Reserve.

G-5. When not covered by Paragraph G-4 above, a Pilot whose Flight Duty Period is terminated due to lack of concurrence to extend the Flight Duty Period under FAR 117 (as modified by FRMS) will be removed from his flying assignment and the event will be coded and categorized as Fit for Duty (FFD). A FFD event shall be covered under Section [20-F-1](#) or [20-F-2](#) of the UPA, as appropriate.

G-6. A Pilot's inability to continue a Flight Duty Period because of the action of, or FAR 117 limitation on, another member of his crew shall be covered under Section [20-F-1](#) or [20-F-2](#) of the UPA, as appropriate.

G-7. Fatigue events related to hotel problems (e.g. noise, temperature, fire alarm, etc.) as determined by the FRC shall not cause a reduction in a Pilot's pay nor result in debiting of his sick bank.

Note: All fatigue events will initially be processed by debiting the Pilot's sick bank. Subsequent to the FRC's categorization of the fatigue event, the Pilot's pay for the fatigue event will be reconciled (if necessary). Additionally, fatigue events for which a Pilot fails to submit a FSAP within 48 hours after the start of the first calendar day off subsequent to the fatigue event will result in a loss of pay. In order to maintain robust fatigue reporting there will be no requirement to file an Irregular Operations Report for a fatigue event.

H. FRMS will apply to all Pilots on the United seniority list.
These provisions will remain in full force and effect until the FRMS is dissolved.

For United Airlines, Inc.:

**For the Air Line Pilots Association,
International:**

Captain Howard Attarian
Senior Vice President
Flight Operations

Captain Timothy G. Canoll
President
Air Line Pilots Association, International

P. Douglas McKeen
Senior Vice President
Labor Relations

Captain Jay Heppner
Chairman
UAL MEC

LOA 18-05

LOSS OF RUSSIAN AIRSPACE

LETTER OF AGREEMENT

between

UNITED AIRLINES, INC.

and

THE AIR LINE PILOTS

in the service of

UNITED AIRLINES, INC.

as represented by the

AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

THIS LETTER OF AGREEMENT is made and entered into in accordance with the provisions of Title II of the Railway Labor Act, as amended, by and between UNITED AIRLINES, INC. (hereinafter referred to as “the Company” or “United”) and the AIR LINE PILOTS in the service of UNITED AIRLINES, INC., as represented by the AIR LINE PILOTS ASSOCIATION, INTERNATIONAL (hereinafter referred to as “the Association” or “ALPA”).

WHEREAS, there is ongoing uncertainty whether the Russian government may close its airspace to United and other carriers due to geopolitical issues beyond the Company’s control; and

WHEREAS, the parties wish to sustain United’s flight schedule in the event the Russians revoke access to their airspace;

THEREFORE, the parties agree as follows:

In the event the Company loses access to Russian airspace, the following shall apply:

1. Notwithstanding Sections 5-I-3-a and 5-I-3-b, a Flight that was previously scheduled for sixteen (16) hours or less, and is now scheduled or flight-planned for more than sixteen (16) hours solely due to the loss of access to Russian airspace may be flown by a double-augmented crew consisting of a Captain and three (3) First Officers.
 - a. All crew members who operate a Flight under the provisions in Paragraph 1 above shall receive twenty-five percent (25%) Add Pay for the scheduled Flight Time of all Flights in the Trip. For purposes of this provision, the “scheduled Flight Time” shall be the estimated Flight plan time prepared two (2) days prior to the Trip’s departure.
2. Notwithstanding Sections [20-I-3](#) and 20-I-8, when a Pilot’s Trip is extended by one (1) or more day(s) solely due to the loss of access to Russian airspace, with their concurrence the Company may reassign the Pilot from the original Trip to the extended Trip, at any time, using the provisions of Section [20-I-9-b](#).
 - a. Nothing herein shall prohibit the Pilot from being reassigned using other provisions of the UPA (e.g., Section [20-F-2](#)), when applicable, even when due to the loss of access to Russian

airspace.

- b. A Pilot receiving the Add Pay in Section [20-I-9-b](#) shall not be eligible for the Add Pay in Paragraph 1.a above.
3. The provisions in Paragraphs 1 and 2 above shall remain in effect for up to six (6) continuous Bid Periods, including the Bid Period in which access to Russian airspace was lost. With the concurrence of the MEC Chairman, this six (6) Bid Period restriction may be extended. If access to Russian airspace is re-gained, and subsequently lost again at a later date, this provision shall again take effect without regard to the previous loss of airspace access.
4. If the airspace issue remains unresolved after fourteen (14) days, any future bid packets must include Flight Times that reflect the loss of access to Russian airspace.
 - a. At its discretion, the Company may include Flight Times that reflect the loss of access to Russian airspace in bid packets that are published inside the fourteen (14) days given in Paragraph 4 above.
 - b. For Trips in bid packets that include Flight Times that reflect the loss of access to Russian airspace, the definition of “scheduled Flight Time” in paragraph 1.a above shall mean the Flight Times found in such bid packets.
5. For Flights and Trips utilizing the provisions in Paragraphs 1 and 2, and that are not part of the bid packets described in Paragraph 4, any pay component that includes a “greater of scheduled or actual” calculation or scheduled value for Add Pay, shall, for the scheduled value, use the estimated Flight plan time(s) prepared two (2) days prior to the Trip’s departure.
6. The Company is not required to update Trips in the crew management system with Flight Times that reflect the loss of access to Russian airspace. However, starting two (2) days prior to a Trip’s departure, the Company shall verify (and shall continue to verify) that the estimated Flight plan times do not conflict with applicable regulatory or contractual limitations, with particular attention paid to assignments made during that time. This Paragraph 6 shall not apply to Trips that are part of the bid packets described in Paragraph 4.
7. Either party may withdraw from this Letter of Agreement with ninety (90) days’ written notice.

This Letter of Agreement shall become effective upon signing and shall run concurrent with the provisions of Section 25 Duration, of the basic Agreement.

IN WITNESS HEREOF, the parties have executed this Letter of Agreement this 17th day of October, 2018.

FOR UNITED AIRLINES, INC.

FOR THE AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

Howard Attarian

Captain Timothy G. Canoll

Sr. Vice-President, Flight Operations
United Airlines, Inc.

President
Air Line Pilots Association, International

Paul Carlson
Managing Director
Pilot Contract Administration
United Airlines, Inc.

Captain Todd Insler, Chairman
United Airlines MEC
Air Line Pilots Association, International

LOA 20-01

VOLUNTARY ENHANCED LEAVES AND LINE OPTIONS

Letter of Agreement
between
UNITED AIRLINES, INC.
and
THE AIRLINE PILOTS
in the service of
UNITED AIRLINES, INC.
as represented by the
AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

WHEREAS, the parties have discussed the COVID-19 virus pandemic and its impact on the aviation industry; and

WHEREAS, the parties want to provide additional options for Pilots to modify their availability to the Company during the duration of the crisis;

NOW THEREFORE, the parties agree as follows:

A. Enhanced Company-Offered Leaves of Absence ("E-COLA")

1. In addition to the provisions of Section 12, the Company may offer E-COLA programs. Each offering may contain, at the Company's discretion, a combination of benefits, including but not limited to vacation accrual, sick accrual, and adjustments to insurance (e.g., medical, dental, vision, LTD) premiums.
2. Prior to the Company publishing a proposed E-COLA for bid, the System Schedule Committee shall have the opportunity to consult with and make recommendations on the terms of the E-COLA.
3. Once awarded, the benefits of an E-COLA cannot be modified.
4. With Company concurrence, a Pilot who has been awarded an E-COLA may terminate his awarded E-COLA or be awarded a new E-COLA prior to the expiration of his existing award. Any such award will not reduce the number of E-COLAs available for award.

B. The Company may offer an opportunity to participate in a non-qualified deferred compensation program to eligible Pilots. In the event the Company elects to make such an option available the parties shall meet and agree on the terms of the non-qualified deferred compensation program.

C. Enhanced Surplus Reduction Lines ("E-SRL")

1. In addition to the provisions of Section 20-Q-8, the Company may offer a suite of E-SRL programs. Each E-SRL may contain, at the Company's discretion, different duration, number of paid hours, and/or compensation dates. For example, the Company may offer an E-SRL that is two (2) Bid Periods in duration, contains twenty (20) hours of pay in each Bid Period, and delays twenty-five (25) hours of pay for each Bid Period until December 31, 2020 (total of ninety (90) hours of pay). For example, for Pilots who are eligible to participate in a deferred compensation program, the Company may offer an E-SRL that is three (3) Bid Periods in duration, contains ten (10) hours of pay in each Bid Period, and defers fifty (50) hours of pay

- for each Bid Period until December 31, 2022 (total of one hundred eighty (180) hours of pay).
2. Any hours of pay delayed or deferred in an E-SRL program shall be paid at the Pilot's hourly pay rate for the Bid Period during which the Pilot was on an E-SRL. Should a Pilot's hourly rate of pay change due to a change in Category during the term of a multi-Bid Period E-SRL, the Pilot's new hourly rate of pay shall be effective in accordance with the provisions of the basic Agreement.
 3. The Company may tailor an E-SRL program for Pilots who are retiring within the time period of the program.
 4. Prior to the Company publishing a proposed E-SRL for bid, the System Schedule Committee shall review and approve the terms of the E-SRL, such approval shall not be unreasonably withheld.
 5. A Pilot with vacation during the time period of the E-SRL will be allowed to be awarded the E-SRL, although the Add Pay for the vacation period shall be offset against the value of the E-SRL.
 6. Landing Class and Recurrent Training Requirements While on E-SRL
 - a. A Pilot on E-SRL(s) for two (2) or more consecutive Bid Periods may be required to attend a landings class or recurrent training during his E-SRL. The Company will allow the Pilot some discretion in the dates of the assignment.
 - i. Provided the Company offers the Pilot at least three (3) different dates, which must be at least two (2) days apart, for the landings class or recurrent training that satisfy the requirements of ii and iii below, Trips dropped after the E-SRL expires due to a lapse of currency will be dropped without pay. If a Pilot is provided less than twenty-four (24) hours' notice prior to the scheduled Departure from his Base for the event and declines the event, such offer shall not be counted as one (1) of the three (3) required offers.
 - ii. A Pilot shall only be required to attend landings class or recurrent training while on E-SRL if he is projected to lapse currency while on the E-SRL or within the first (30) days after the end date of the E-SRL. For example, a Pilot on an E-SRL with a return date of September 1 shall not be required to attend landings class or recurrent training while on E-SRL unless his current lapse date is prior to October 1. A Pilot may waive this requirement.
 - iii. A Pilot shall not be required to attend landings class or recurrent training if the time period between the scheduled Arrival time of the Company-designated flight from the Pilot's Base to the training location and the scheduled start time of the training event/landings class is greater than forty-eight (48) hours or if the time period between the scheduled end time of the training event/landings class and the scheduled Departure time of the Company-designated flight from the training location to the Pilot's Base is greater than forty-eight (48) hours. This restriction shall not apply if a Pilot's home of record is within two hundred (200) miles of the training location; however, such Pilot will be reimbursed for his mileage expenses.
 - b. At its discretion, the Company may retain, or drop without pay, recurrent training that was awarded in the recurrent training bidding process.
 - c. Any Pilot attending landings class or recurrent training during an E-SRL shall be paid three and three-quarters (3.75) hours of Add Pay for each Day of the footprint of the event. Such pay may not be delayed.

7. In no case shall an E-SRL that spans only one (1) Bid Period pay less than fifty (50) hours; however, some or all of the pay may be delayed or deferred.
8. Should multiple E-SRLs be offered covering identical periods of time but having different bidding deadlines, any Pilot awarded an E-SRL for that period of time that had an earlier bidding deadline shall have the option to change to the terms of the E-SRL for that period of time that had a later bidding deadline. For example, the Company first offers one (1) Bid Period E-SRLs for the June Bid Period having fifty-five (55) hours pay with no delayed pay. Later the Company offers one (1) Bid Period E-SRLs for the June Bid Period having sixty (60) hours pay, with forty (40) hours delayed. A Pilot who was awarded the earlier E-SRL can, at his option, change to the terms of the later E-SRL.

D. Empty Lines

1. The Company may offer Empty Lines. Such lines shall be offered for bid and be awarded in seniority order prior to the start of Monthly Schedule Preferencing. The Company, in consultation with the System Schedule Committee, shall determine the number and in which Categories Empty Lines are offered. A Pilot shall not be involuntarily assigned an Empty Line.
 2. Following the completion of Monthly Schedule Preferencing, the Company may offer Empty Lines to Pilots awarded a Reserve Line, in seniority order by Category.
 3. A Pilot who has part of his schedule for the Bid Period pre-blocked for an absence, activity or vacation will be eligible to be awarded an Empty Line for the balance of the Bid Period (i.e., the absence will not be canceled in order to allow the award of an Empty Line).
 4. Empty Lines shall not accrue MPG for any reason and shall have zero (0) MPG throughout the Bid Period. Empty Lines shall have a starting PTC based on any pre-loaded activities, as applicable. The Pilot shall accrue PTC and LPV based on modifications to his schedule.
 5. A Pilot awarded an Empty Line shall be considered a Lineholder and an Active Pilot for the Bid Period in which he is awarded an Empty Line.
 6. A Pilot awarded an Empty Line shall not participate in Monthly Schedule Preferencing for that Bid Period. A Pilot awarded an Empty Line may participate in trip trading.
 7. A Pilot awarded an Empty Line shall have no specific obligation to the Company during the Bid Period, except that he shall still be required to (1) complete any assignment that carries into the Bid Period; (2) attend any training already on his schedule at the time he was awarded an Empty Line; and (3) be available to attend landings class in accordance with Section 20-Q-12-a and [20-R](#). The Company may contact a Pilot awarded an Empty Line in order to schedule the Pilot to recurrent training, with the Pilot's concurrence, during the Bid Period.
- E. A Pilot on a Surplus Reduction Line awarded in accordance with Section 20-Q-8 ("SRL") may agree to be assigned a landings class during his SRL, if so offered by the Company. The pay for the landings class shall be in addition to the fifty (50) hours described in Section 20-Q-8-c.
- F. The Company may offer Pilots who were awarded an SRL in the April 2020 Bid Period the opportunity to delay or defer all or part of the SRL compensation to a later date. As an enticement, at Company discretion, the SRL compensation may be increased over the fifty (50) hours described in Section 20-Q-8-c.
- G. Any E-COLA or E-SRL program awarded in accordance with this LOA must be in increments of full Bid Periods and awarded in seniority order by Category. In the event an E-COLA or E-SRL program

goes unfilled, the unfilled award may be awarded on a first-come, first-served basis to any eligible Pilot in that Category. E-COLA or E-SRL programs with different bidding deadlines are considered to be discrete programs.

- H. Either party may terminate this LOA with written notice, in which case the provisions of this LOA shall not apply to the Bid Period whose first day is at least forty-five (45) days hence, and all subsequent Bid Periods. The earliest this LOA can be terminated is for the July 2020 Bid Period. The termination of this LOA shall not result in the cancellation of any E-COLA or E-SRL, nor result in the cancellation of any requirements of the awarded E-COLA or E-SRL, unless the Pilot concurs to have his award canceled.

This Letter of Agreement shall become effective upon signing and shall run concurrent with the provisions of Section 25 Duration, of the basic Agreement.

IN WITNESS HEREOF, the parties have executed this Letter of Agreement this ____ day of _____, 2020.

FOR UNITED AIRLINES, INC.

FOR THE UNITED MASTER EXECUTIVE COUNCIL

Bryan Quigley
Sr. Vice-President, Flight Operations
United Airlines, Inc.

Joseph G. DePete
President
Air Line Pilots Association, International

Paul Carlson
Managing Director
Pilot Contract Administration
United Airlines, Inc.

Captain Todd Insler, Chairman
United Airlines MEC
Air Line Pilots Association, International

LOA 20-03

PILOT VOLUNTARY SEPARATION LEAVE

LETTER OF AGREEMENT
between
UNITED AIR LINES, INC.
and
THE AIR LINE PILOTS
in the service of
UNITED AIR LINES, INC.
as represented by
THE AIR LINE PILOTS ASSOCIATION,
INTERNATIONAL

THIS LETTER OF AGREEMENT is made and entered into in accordance with the provisions of Title II of the Railway Labor Act, as amended, by and between UNITED AIRLINES, INC. (hereinafter referred to as the "Company") and the AIR LINE PILOTS in the service of UNITED AIRLINES, INC., as represented by the AIR LINE PILOTS ASSOCIATION, INTERNATIONAL (hereinafter referred to as the "Association").

WHEREAS, a reduction in flying at United has created a surplus of Pilots, and

WHEREAS, the parties are seeking solutions to avoid involuntary measures to address the surplus of Pilots,

THEREFORE, the parties agree as follows:

- A. Eligibility Requirements and Award Process for Pilot Voluntary Separation Leaves ("P-VSL")
1. In order to be awarded a P-VSL a Pilot must be at least sixty-two (62) years of age as of August 28, 2020 and have completed ten (10) years of service, as defined in Section 24-F-2-a-(2), as of that date. All references to age as a criteria for eligibility shall be the Pilot's age as of August 28, 2020.
 2. A Pilot on Long-Term Disability ("LTD") status (including the legacy United PDI program and the legacy Continental long term disability plan) as of the date P-VSL bidding opens shall not be eligible to be awarded a P-VSL.
 3. Any Pilots bidding for a P-VSL award and who meet the criteria specified in Paragraph A.1, above, must:
 - a. Submit a bid for a P-VSL to Manpower Planning (submission method will be communicated via CCS message to all Pilots). Manpower Planning will send a confirmation to the Pilot upon receipt of the bid.
 - b. Execute the attached waiver. In the event that a Pilot fails to execute a waiver or revokes such waiver before the waiver effective date such Pilot will be ineligible to participate in a P-VSL (and if already initiated, removed from the P-VSL).
 4. The Company shall award a P-VSL to all Pilots who place such a bid and who are at least sixty-three (63) years of age, regardless of their Category.

5. The Company, at its sole discretion, may award additional P-VSLs, by Category, to Pilots between sixty-two (62) and sixty-three (63) years of age. In applying this Paragraph A.5 to a given Category, the Company may set an eligibility cut-off between sixty-two (62) and sixty-three (63) years of age. The Company may establish different cut-offs, in increments of no less than a calendar month, for different Categories. Any such award shall be made by seniority within Category, among Pilots who meet the eligibility cut-off for that Category.
 - a. For example, for a particular Category (e.g., 777 CLE FO), the Company may set the eligibility threshold at sixty-two (62) years and six (6) months. A junior Pilot who is sixty-two (62) years and nine (9) months old could be awarded a P-VSL while a younger, senior Pilot who is sixty-two (62) years and three (3) months old would not be awarded a P-VSL (because the Pilot does not satisfy the age criteria).
 - b. For example, the Company may set the eligibility threshold for 787 CLE CA at sixty-two (62) years and zero (0) months and the eligibility threshold for 787 CLE FO at sixty-three (63) years and zero (0) months because those are different Categories.
6. For the purpose of awarding P-VSLs by Category, a Pilot's Category shall be the Category the Pilot held prior to Bid 20-07D.
7. Instructor/Evaluators shall be eligible to participate in the P-VSL program. For the application of Paragraph A.5, the combination of the Pilot's status as an Instructor or Evaluator and the fleet upon which the Pilot instructs or evaluates (e.g., B737 Instructor) shall be applied. A Job Share Evaluator shall be awarded a P-VSL if the Pilot meets the eligibility criteria for either the Pilot's line position or Evaluator status.

B. Initiation and Termination of a P-VSL

1. Except as provided in Paragraph B.1.a, all P-VSLs shall commence on August 29, 2020.
 - a. The Company may, on a Category basis, delay the start of a Pilot's P-VSL by no more than three (3) Bid Periods, based on manpower needs. Any such delay in Category shall be offered to all awarded Pilots by seniority and assigned by inverse seniority, regardless of the Pilot's age.
 - b. A Pilot who is on any other form of leave or program (such as a multi-month E-SRL) and is awarded a P-VSL shall convert to P-VSL as of the effective date of the Pilot's P-VSL. A Pilot on a P-VSL will still be subject to furlough in accordance with Section [7](#), based on the Pilot's seniority (i.e., the Pilot cannot volunteer for furlough), and upon recall will resume the P-VSL.
2. A Pilot awarded a P-VSL shall surrender all Company property and exchange their flying crew identification badges for a non-crew United employee badge no later than the first (1st) day of the Pilot's P-VSL.
3. An award of a P-VSL is irrevocable by the Pilot and the Company.

4. A Pilot on a P-VSL shall be on an irrevocable permanent leave and have no responsibility to the Company. The Pilot shall remain a United employee until the date prior to their sixty-fifth (65th) birthday, at which time the Pilot shall be retired from United. At any time, a Pilot on a P-VSL may submit a notice of retirement from United to sever employment (and terminate the P-VSL) earlier than the Pilot's sixty-fifth (65th) birthday.
5. A Pilot on a P-VSL shall not be eligible to resume Active Status, nor shall the Pilot participate in Monthly Schedule Preferencing or bid for or be awarded a new Category in a vacancy or displacement bid. Pilots on a P-VSL shall not be included in Category min-max or junior man calculations or be included in the staffing report for their Category.

C. Compensation and Benefits While on P-VSL

1. A Pilot on a P-VSL shall be paid fifty (50) hours of pay per Bid Period, beginning with the first Bid Period of the P-VSL and ending on the Pilot's sixty-fifth (65th) birthday.
 - a. Notwithstanding Section 3-I-6, a Pilot's pay for the Bid Period in which the Pilot's sixty-fifth (65th) birthday occurs shall be pro-rated based on the number of days in the Bid Period, up to the day prior to the Pilot's birthday. For example, if a Pilot turns sixty-five (65) on the sixteenth (16th) day of a thirty (30) day Bid Period, the Pilot shall be paid twenty-five (25) hours for the Bid Period $[(15/30)*50 \text{ hours} = 25 \text{ hours}]$.
 - b. The Pilot's hourly rate of pay shall be the hourly rate of pay as of the date the bidding for P-VSLs opens. A Pilot's hourly rate of pay shall not change during the P-VSL, even if the Pilot would have otherwise been displaced, had the Pilot's pay protection terminated, or been subject to any other change in pay provided by the UPA.
 - c. A Pilot's compensation while on a P-VSL shall be considered Eligible Earnings for retirement contributions provided in Section 22-A. Notwithstanding Section 3-H-1, a Pilot on a P-VSL shall not be eligible for participation in the Company profit sharing program.
2. Except as provided below, a Pilot on a P-VSL shall be eligible for all benefits provided in Section [24](#) at Active Pilot rates. A Pilot on a P-VSL is not eligible to participate in the LTD Plan described in Section [24-H](#), and shall be removed from the program as of the effective date of the P-VSL. A Pilot on a P-VSL shall continue to participate in Open Enrollment.
3. Upon separation, a Pilot on a P-VSL shall be eligible for Retiree Medical Benefits as provided in Section [24-F](#) to the extent the Pilot would otherwise be eligible for such programs. Following separation the Pilot shall also be eligible for continuation of dental and vision coverage through COBRA.

4. A Pilot on a P-VSL shall not accrue sick leave or vacation or be eligible for any active employee bonus programs. A Pilot shall be paid for all accrued but unused vacation as of the start of the Pilot's P-VSL.
5. A Pilot on a P-VSL shall not be subject to the Company's Conflict of Interest Policy and may seek all types of Pilot employment.

D. Company Paid Move

1. Notwithstanding the eligibility requirements contained in the UPA, a Pilot awarded a P-VSL shall be eligible for a Company paid move in accordance with the terms of this Agreement. A Pilot who has exercised a Career Move in accordance with Section 10-B within twenty-four (24) months of initiating a move under the terms of this Agreement shall have the remaining Section [10-B-1](#) pro-rated value of the Career Move debited against the value of the move provided herein. A Pilot who has an entitlement for a move from Guam as provided in LOA 12-01 Paragraph H-3 shall be allowed to elect from that entitlement or the paid move provided herein.
2. A Pilot shall accrue 5,000 pounds of paid moving expenses for any Bid Period, or portion thereof, the Pilot is on P-VSL, up to a maximum of 25,000 pounds.
3. A Pilot shall be provided all entitlements included in Section 10 related to a paid move, except that the Pilot shall not be allowed travel days provided in Section 10-E-1.
4. Notwithstanding Section [10-C-1-a](#) through c, a Pilot may move anywhere within the lower forty-eight (48) states. In addition, a Pilot moving from Guam shall be allowed to move to Hawaii.
5. The Company shall be responsible for all imputed income and taxes resulting from a Pilot's exercise of a paid move as described in accordance with Section 10-K-6 of the UPA.
6. Any paid move provided under the terms of this Agreement shall be completed by August 28, 2021, including any extension provided in accordance with Section 10-C-1-e.

E. Travel Enhancements

1. No later than February 1, 2021, a Pilot may elect either the Miles or Positive Space ("PS") Passes enhanced travel benefit. The Company shall inform Pilots of the imputed income and tax obligations related to the two options. A Pilot who fails to make an election shall be considered to have forfeited the enhanced travel benefit.
2. Miles Travel Enhancement

- a. Fifteen (15) days following the month in which the Pilot makes their election, the Pilot shall be provided 250,000 Mileage Plus Miles. The Mileage Plus Miles shall not have an expiration date.
 - b. The Pilot is responsible for any imputed income or tax liability related to the allocation of Mileage Plus Miles at the time the Mileage Plus Miles are added to their account.
3. PS Passes Travel Enhancement
 - a. Fifteen (15) days following the month in which the Pilot makes their election, the Pilot shall be provided with sixteen (16) one-way positive space travel passes (PS5L). Any travel using such passes must be completed by August 28, 2025.
 - b. PS Passes may be used by the Pilot's "travel eligibles" but cannot be used for "buddy" travel.
 - c. The PS Passes shall be eligible for day-of upgrades (based on availability).
 - d. The Pilot shall be responsible for any imputed income or tax liability at the time of issuance.
4. A Pilot on a P-VSL may participate in Company pass travel programs on the same basis as an Active Pilot, until the Pilot's retirement.

This Letter of Agreement shall become effective upon signing and shall run concurrent with the provisions of Section 25, Duration of the basic Agreement.

IN WITNESS HEREOF, the parties have executed this Letter of Agreement this ____ day of _____, 2020.

FOR UNITED AIRLINES, INC.

FOR THE UNITED MASTER EXECUTIVE COUNCIL

Bryan Quigley
Sr. Vice-President, Flight Operations
United Airlines, Inc.

Joseph G. DePete
President
Air Line Pilots Association, International

Paul Carlson
Managing Director
Pilot Contract Administration
United Airlines, Inc.

Captain Todd Insler, Chairman
United Airlines MEC
Air Line Pilots Association, International

Pilot Voluntary Separation Leave Program (P-VSLP)
Acknowledgement and Waiver

This acknowledgement will constitute the agreement between you, the Air Line Pilots Association ("ALPA") and United Airlines ("the Company") on the terms of your Pilot Voluntary Separation Leave (P-VSL) (hereinafter the "Agreement").

1. You have elected to bid for and were awarded a Pilot Voluntary Separation Leave (P-VSL). This is a voluntary election. In consideration of your participation in P-VSL the Company will provide you with compensation and benefits through your 65th birthday. Such terms are separately governed by the Pilot Voluntary Separation Leave Letter of Agreement (LOA 20-XX), incorporated by reference herein.
2. Subject to the effective date specified in paragraph 4, below, once you have elected to take P-VSL it will permanently end your status as an active Pilot once your leave commences and will permanently end your employment with the Company effective on your sixty-fifth (65th) birthday. ***By signing this Agreement, you acknowledge that you have waived any claim to revoke, change, or modify your P-VSL status between the effective date of this Agreement and your 65th birthday.*** Election of P-VSL is irrevocable and permanent upon the effective date of this Agreement. Specifically, you acknowledge that by making this voluntary election you forfeit your right under the UPA to return to active service as a Pilot, to bid for and be awarded a line of flying, and to bid for and be awarded a vacancy or displacement.
3. Except as to claims that cannot be released under applicable law, as a condition of P-VSL you waive and release any and all claims relating to the P-VSL program, including any grievance under the United Pilot Agreement or claims arising under federal, state and local statutory or common law, including the Railway Labor Act, Age Discrimination in Employment Act, or the Older Workers Benefit Protection Act. Such waiver shall not preclude a grievance under the United Pilot Agreement to enforce the terms of the Pilot Voluntary Separation Leave Letter of Agreement.
4. You acknowledge that you were given forty-five (45) days to consider and accept the terms of this Agreement and that you were advised to consult with an attorney about the Agreement before signing it. After signing, you have seven (7) additional days from the date you sign to revoke your acceptance ("Revocation Period"). If you decide to revoke this Agreement after signing and returning it, you must provide a written statement of revocation by sending it via electronic mail or registered mail, directed to

Sarah Nau
 Director of Labor Relations – Flight
 United Corporate Support Center
 233 S. Wacker Drive, 25th Floor
 Chicago,
 sarah.nau@united.com

IL

60606

If you do not revoke during the seven-day Revocation Period, this Agreement will take effect on the eighth (8th) day after the date you the sign the Agreement.

Dated this ____ day of _____, 202__.

LETTER OF AGREEMENT
between
UNITED AIR LINES, INC.
and
THE AIR LINE PILOTS
in the service of
UNITED AIR LINES, INC.
as represented by
THE AIR LINE PILOTS ASSOCIATION,
INTERNATIONAL

THIS LETTER OF AGREEMENT is made and entered into in accordance with the provisions of Title II of the Railway Labor Act, as amended, by and between UNITED AIRLINES, INC. (hereinafter referred to as “the Company” or “United”) and the AIR LINE PILOTS in the service of UNITED AIRLINES, INC., as represented by the AIR LINE PILOTS ASSOCIATION, INTERNATIONAL (hereinafter referred to as “the Association” or “ALPA”).

WHEREAS, the Company and the Association have reached agreement on amendments to the United Pilot Agreement (“UPA”, or, as amended, “UPA23”), and

WHEREAS, the parties desire that UPA23 be completely implemented as soon as possible, and

WHEREAS, the parties wish to set forth the process, sequence, and timeline by which UPA23 will be implemented,

NOW THEREFORE, the parties agree as follows:

A. Effective Date and Implementation Process

1. The effective date of UPA23 will be September 29, 2023. Until a provision is implemented, the Parties will continue operating under the related provisions of the predecessor UPA, or as may otherwise be agreed to by the Company and the Association.
2. The earliest implementation of the UPA is desired by both parties and they pledge to work diligently towards that goal. The parties acknowledge that by its nature, predicting implementation is imprecise, and recognize that technology and operational imperatives can affect any implementation schedule.
3. The implementation dates contained in Appendix A, any conditions related to the implementation of certain provisions contained in Paragraph C, and any interim solutions for delayed implementation of certain provisions contained in Paragraph D may only be modified with mutual concurrence of the parties or as otherwise determined by an arbitrator in accordance with Paragraph F. Should the implementation of a particular item be delayed past the date specified in Appendix A, the parties shall meet and discuss the reason for the delay and any appropriate workaround or commensurate remedial action for the delay.
4. In order to facilitate a smooth implementation of all provisions, the Parties agree to continue meeting to address any issues that arise during the implementation process.

Both the Company and the Association shall designate two (2) members from each side who participated in the negotiations to participate in such meetings. Any flight pay loss incurred by the two (2) Association members shall be reimbursed by the Company and shall not be counted against the flight pay loss credit provided to the Association in accordance with Paragraph C-1 of LOA 12-14, Association Business, until full implementation of the agreement or December 31, 2024, whichever is earlier.

5. In the event there is an impasse over the implementation schedule or any other aspect of implementation, the matter shall be referred to the MEC Chair and the senior-most flight-qualified Vice-President in charge of Flight Operations for resolution. In the event the matter cannot be resolved within thirty (30) days from the initial impasse it can be referred by either party to the mediation arbitration process established in Paragraph E of this Letter of Agreement.

B. Clarifications and Provisions Governing Implementation Timetable

1. Unless stated otherwise in Appendix A, all provisions of UPA23 are effective with the start of the October Bid Period, which begins on September 29, 2023. Items delineated in Appendix A shall be effective on the date indicated as the "Implementation Date" included therein, except as modified by Paragraph C of this Letter of Agreement.
2. References to the first day of a Bid Period shall include preparation for the Bid Period. For example, the implementation of amended Trip construction rules effective with the first day of a Bid Period means the Trips built for that Bid Period will be constructed in accordance with the new rules even if it means that action must occur prior to the listed date.
3. For a Trip that crosses an implementation date, the rules governing the later Bid Period shall apply to the Trip. If both sets of rules would provide the Pilot with additional compensation, the Pilot shall be paid the greater of the two amounts.
4. The parties agree that a provision does not need to be automated, completely or in part, in order to be implemented. For example, if a manual process is available to ensure additional pay provided within a new provision can be calculated, then the delayed automation of the provision for payroll purposes shall not in and of itself prevent the implementation of the provision.
5. The Company will meet and agree with the Association when prioritizing resource allocation related to implementation and when developing and implementing all automation and manual processes.

C. Provisions Related to Conditional Implementation

Notwithstanding any specific implementation date provided in Appendix A, the implementation of the following items shall be subject to the following additional conditions:

1. Accelerated Captain Upgrade Training of Pilots who Qualify for Upgrade under Section [8-l-1-b](#) shall not be permitted until the following provisions of UPA23 have been implemented:
 - a. Reassignment and Overtime Pay
 - b. Elimination of mandatory FSB

- c. Implementation of all forms of reserve lines (VEC, Long-Call Only, SC line, Compressed, et. al.)
 - d. SC Matrix/SC Cap
 - e. Rolled Day Off protections
 - f. Reserve MPG/Days-Off
 - g. Holiday Pay
 - h. Unused short calls, late-build short calls
 - i. FDO Restrictions
 - j. PBS Timeline and G-line
 - k. Trip construction and rigs
 - l. Assignment ladder
 - m. Reserve to Lineholder
 - n. Ability to preference minimum time between vacation awards.
2. No “Application of Sick Leave in Excess of 95 Hours” under Section 13-A-3-c shall be permitted until April 2024.
 3. The Company may not utilize the Contingent Reserve provisions contained in Section [20-K-12](#) until involuntary Field Standby has been eliminated.
 4. The Company may not freeze Trips for consolidation in accordance with Section [20-G-6](#) until the Company starts offering Section 20-Q-18 Consolidation Lines.
 5. The Company may not utilize the reassignment limits contained in LOA 12-01 Paragraph D-17 until Section [20-L-5](#) Overtime Pay is implemented for all Pilots.

D. Interim Solutions for Delayed Implementation

1. Starting in January 2024 and until all the reserve improvements noted in Appendix A as being implemented no later than the August 2024 Bid period are implemented, each Reserve Pilot during a given Bid Period will be provided Add Pay based on the table below:

Reserve Flying Schedule	Hours of Add Pay per Bid Period (Prior to August 2024)	Hours of Add Pay per Bid Period (After August 2024)
13-18 Reserve Days	3	6
7-12 Reserve Days	2	4
1-6 Reserve Days	1	2

2. Until the elimination of involuntary Field Standby (FSB), Pilots shall be entitled to three (3) hours of Add Pay for each voluntary and involuntary FSB assignment.
3. Until Section [20-L-5](#) Overtime Add Pay is implemented, the current Section [20-L-6-a](#) late pay shall be applied to Reserves.
4. Until the implementation of unused Short Call increase to MPG under Section [3-C-1-b-\(1\)-\(a\)](#), Pilots impacted by unused Short Calls shall be entitled to one (1) hour of Add Pay.

5. Until implementation of the Short Call caps under Section [20-K-6-k](#), Pilots shall be entitled to two (2) hours of Add Pay for every Short Call assigned (not aggressively picked up) over six (6) in a Bid Period. If the Short Call cap is not implemented by August 2024, Pilots shall be entitled to two (2) hours of Add Pay for all Short Calls (whether picked up or assigned) over six (6) in a Bid Period.
6. Until the automation of Rolled Day Off Pay under [20-I-6-a](#) or [20-I-6-b](#), such Pilots shall be paid through a post-pay process for any assignment into a day off.

E. Mediation Arbitration Process

1. The parties will attempt to identify all unresolved issues so that only one mediation arbitration process with respect to implementation is required. If the matter is referred to arbitration the neutral shall have the authority to establish and amend timelines and to provide additional relief to the Association or any Pilot or group of Pilots affected by the unresolved issues, regardless of whether the individual Pilot(s) can demonstrate a specific harm related to the delay.
2. The parties will select a neutral mediator/arbitrator (the “neutral”) to mediate and/or arbitrate any unresolved issue(s) and will select the neutral’s first-available date (unless the parties agree otherwise). The parties will bear equally the neutral’s compensation and expenses.
3. Mediated Negotiations
 - a. The parties will engage in negotiations mediated by the neutral as to all identified issues for a minimum of three (3) days and a maximum of five (5) days.
 - b. These mediated negotiations will commence at a mutually agreed upon date and location.
 - c. If the parties are unable to reach an agreement through mediated negotiations, each party will submit written proposals to the neutral.
4. Arbitration
 - a. The neutral will take oral and written evidence in support of and in opposition to these respective proposals.
 - b. The neutral may award the proposal of either party as to the resolution of an open implementation issue (if the issue has not been resolved before the award) or may award a compromise between the proposals of the parties. The neutral’s award should conform to the terms and intent of the Agreement as closely as possible.
 - c. The neutral will not award a proposal that modifies the rates, rules and working conditions specified in the Agreement.
 - d. If the neutral determines that the positions of both parties on an open issue modifies the terms of the Agreement, the neutral will so advise the parties, explaining the basis of their determination, and the parties will then submit revised proposals.

- e. Arbitration hearings before the neutral will be conducted at a mutually agreed upon time and will be transcribed if the parties agree.
- f. The neutral's award as to an open implementation issue will be final and binding.

This Letter of Agreement shall become effective upon signing and shall continue in force until such time as the parties agree that all provisions of UPA23 have been implemented.

IN WITNESS HEREOF, the parties have executed this Letter of Agreement this 29th day of September, 2023.

FOR UNITED AIRLINES, INC.

DocuSigned by:

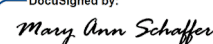
862DCA94D84B480...
Z. Michael Jones, Vice President
Labor Relations

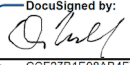
DocuSigned by:

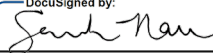
82F12A2E579B481...
Captain Marc Champion
Vice President Flight Operations

DocuSigned by:

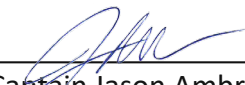
E1B069DEBD43491...
Mike Hansen, Managing Director
LR & Labor Economics

DocuSigned by:

B6E2748ED8804D2...
Captain Mary Ann Schaffer,
Managing Director Aviation Safety

DocuSigned by:

CCF27B1E08AB4F7...
Captain David Zullo, Director
Pilot Contract Administration

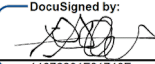
DocuSigned by:

D48BEA0235FC480...
Sarah Nau, Director
Labor Relations

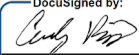
FOR THE AIR LINE PILOTS ASSOCIATION, INT'L

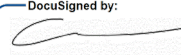

Captain Jason Ambrosi, President
Air Line Pilots Association, Intl

DocuSigned by:

95B3E93598804DA...
Captain Garth Thompson, Chair
United Master Executive Council

DocuSigned by:

11276381F91740E...
Captain Phil Otis, Chair
UAL MEC Negotiating Committee

DocuSigned by:

3DC6532BE33E4AC...
Captain Andy Riggs, Vice-Chair
UAL MEC Negotiating Committee

DocuSigned by:

4C9D957A868D469...
Captain Adrian Rivero, Member
UAL MEC Negotiating Committee

Appendix A: Implementation Schedule

Item #	Section	Description	Implementation Date	Notes
1183755	20-L-6 20-I-5 20-I-5-a-(4) 20-L-6-a 20-L-6-b	Reassignment Add Pay (20-I-5-a-(4)), Right to be Removed on Last Day of Reassignment, PS and Hotels if reassigned with less than 2 hrs	November 2023 Bid Period	
1184336	Rolled Day Off Pay 20-I-6-a 20-I-6-b	Rolled Day Off Add Pay of 5:15 (Pay)	November 2023 Bid Period	
1186083	Add that any FMLA-qualifying event 12-E	Family & Medical Leave	November 2023 Bid Period	
1186090	Allow pilots with PS to/from training/landings	Training Travel-Deviate anywhere	November 2023 Bid Period	
1188761	3-K-5	LCP PPU	November 2023 Bid Period	
1188762	3-K-4	Evaluator with LCP	November 2023 Bid Period	
1190932	Increase pay and credit for day 3-E-1-a	Short Training Pay (4:15 in Nov and Dec 2023)	November 2023 Bid Period	
1190934	Increase Long Training to 3:07 3-E-2-c	Long Training Pay	November 2023 Bid Period	
1190945	2-F	Basic Flight Definition	November 2023 Bid Period	
1190949	5-E-1-a	Unagumented Duty Limit	November 2023 Bid Period	
1190955	HDO block with an intervening 5-E-7-d	Unpaid Absence in HDO Block	November 2023 Bid Period	
1190956	20-L-4	Reassignment into GDOs	November 2023 Bid Period	
1190957	5-E-10-i-(3)1 ANF	ANF Limits-1 per Trip	November 2023 Bid Period	Trips built in October
1190958	5-E-12-e-(2)-(c)-(i)	Trip Mix for Basic Trips	November 2023 Bid Period	Trips built in October
1190962	20-I-6-h-(1)	Reserve Report	November 2023 Bid Period	
1190969		Bid Packets	November 2023 Bid Period	

Item #	Section	Description	Implementation Date	Notes
1190970	5-E-4 or 5-E-5	Days Off Schedule after OE Blocker Days	November 2023 Bid Period	
1192570	20-I-5-a-(4) 20-I-9-d 20-I-9-e	Termination of Reassignment	November 2023 Bid Period	
1192577	20-K-5-c	Long Call Last Day Release	November 2023 Bid Period	
1192578	21-P-3	Short Call Commuter Notice	November 2023 Bid Period	
1192580	20-K-6-h	SC Release on Last Day	November 2023 Bid Period	
1192589	20-P-1-h 20-P-1-i	Pilot-to-Pilot Trading	November 2023 Bid Period	
1192604	Reduce pilot share of LTD 24-H-2-b	LTD Premium Share	November 2023 Bid Period	
1192609	24-l	Life Insurance	November 2023 Bid Period	
1192621	Modify 13-A-2-c	Rapid Accrual and Sick Leave Makeup	November 2023 Bid Period	
1192631	12-01	GUM Classroom Training	November 2023 Bid Period	
1192643	21-P	Commuter Policy – Purchased PS Ticket	November 2023 Bid Period	
1192660	23-K-3	Post-TK Deadhead Limits	November 2023 Bid Period	
1192665	3-C-1-b-(1)-(a)	Unused SC (Pay)	November 2023 Bid Period	
1192666	3-C-2-a-(1) 3-C-3-i-(1)	OEB Pay Simplification	November 2023 Bid Period	
1192669	Modify 20-R LDRQ to align with above Replace Section 9-C-2-d training credit days with training pay	Training Pay Less than Five days--Landings	November 2023 Bid Period	
1192676	4-E-1-b	Pilots on TDY can opt for Field Layover	November 2023 Bid Period	
1192692	5-E-12-d Duty Periods 5-F-2-d report time from forty-five (45) minutes to sixty (60)	Trip Construction	November 2023 Bid Period	
1192694	5-F-2-c	Increase D&A testing to 30 mins	November 2023 Bid Period	

Item #	Section	Description	Implementation Date	Notes
1192703		Recurrent Training	November 2023 Bid Period	
1192711	9-C-3	Recurrent training delay Add Pay	November 2023 Bid Period	
1192712	9-F-12 9-F-12-b	Days off after training	November 2023 Bid Period	
1192714	9-G-14	Home CBT Study	November 2023 Bid Period	
1192717		Add pay instead of pre blocking Transfer Days CO	November 2023 Bid Period	
1192718		Reserve FIFO order after deadhead deviation back to base	November 2023 Bid Period	
1192725	11-F-3-a-(1) 11-F-411-F-5, Protected Vacation -11-G-6-a	Vacation	November 2023 Bid Period	
1192738		OE Blocker Days-	November 2023 Bid Period	
1192743	20-F-4-a 20-F-4-a-(1) 20-F-4-a-(1)-(a) 20-F-4-a-(1)-(b) 20-F-4-a-(1)-(c) 20-F-5 20-F-5-a-(1) 20-F-5-a-(2)	Training Cancellation <= 5 Days	November 2023 Bid Period	
1192744	20-G-3	Splitting of Trips	November 2023 Bid Period	
1192995	4-A-2-f-(3)	Replace \$10 Breakfast Stipend	November 2023 Bid Period	
1192997	(5-D-6 5-D-8 5-D-9	Deadhead Deviation-maintain transportation and hotel	November 2023 Bid Period	
1193031	13-A-3-b-(2)-(a)	Reserve [Future] Sick Leave	November 2023 Bid Period	
1193033	20-A-12 20-K-6-g	Reserve Modifications	November 2023 Bid Period	
1193062	20-H-6-d	H-6 Modifications for Natural Disaster	November 2023 Bid Period	
1193077	20-O	Abnormal Ops (20-O-8)	November 2023 Bid Period	
1207245	23-H-3-c	I/E overtime event pay	November 2023 Bid Period	

Item #	Section	Description	Implementation Date	Notes
1184163		Elimination of Involuntary Field Standby - Starting in the December 2023 Bid Period: Limit of 2 FSB Assignments per Bid Period - Jan 2024-July 2024: FSB can only be involuntary assigned to a Short-Call and limited to 2x per Bid Period - August 2024: All involuntary assignments eliminated	December 2023 Bid Period	Pay starting in October 2023
1183816	3-D-7	Add Pay for Long Sits	December 2023 Bid Period	Paid at 1:2 starting in December
1184327	1 Hour Add Pay for SC 1400 LBT, 3-C-1-b-(1)-(a)	Unused/Late-Build Short Calls	December 2023 Bid Period	
1185683	4-H-1-a	Second Passport	December 2023 Bid Period	
1190924	Company to publish reserve matrix	Reserve Matrix	December 2023 Bid Period	
1192689	5-E-8-d	Global Reserve medical appointments	December 2023 Bid Period	
1192722	11-F-1-b-(1)	Vacation Slides	December 2023 Bid Period	For Jan-Feb vacations
1193073	20-K-10: 20-K-10-a 20-K-10-a-(1) 20-K-10-a-(2)	Supplemental Reserve Add Pay	December 2023 Bid Period	
1184325		Preference time between vacation awards	January 2024 Bid Period	
1184328	3-D-6	Add Pay for Unaugmented Duty Periods	January 2024 Bid Period	
1184340	20-C	LPA and G-Line—new process tied to timeline changes	January 2024 Bid Period	For Feb awards
1190954		HDOs-splitting	January 2024 Bid Period	
1190963	5-G-2	Minimum Day	January 2024 Bid Period	Trips built for January
1192573	20-K-4-f	Reserve Trading (Trip for Trip)	January 2024 Bid Period	
1192594		20-F-1/2 Assignments, Accurately identify status of HUBs	January 2024 Bid Period	
1192628	Reduce training travel day proration to zero	GUM Travel Day Proration	January 2024 Bid Period	
1192630		GUM Travel to Training	January 2024 Bid Period	

Item #	Section	Description	Implementation Date	Notes
1192662		PBS Timeline	January 2024 Bid Period	
1192690	5-E-10	ANF Trip Construction	January 2024 Bid Period	For Feb Trips
1192757	LOA 12-01	GUM CQ SIM and Travel Days	January 2024 Bid Period	
1207246	23-K-5-a	Fly Days and Flying Hours	January 2024 Bid Period	
1183819	5-E-5-a, 3-C-1-b Reserve MPG, 3-C-1-b-(1), 3-K-2 5-B-2-c-(2)	Reserve Minimum Days Off –MPG	February 2024 Bid Period	
1183762	20-L-5	OT Pay	March 2024 Bid Period	
1190978	20-I-4-b 20-I-6-b-(2)	Visiting Reserve Charges	March 2024 Bid Period	
1192746	20-H-4-e 20-H-5-e	Duty period to be rebuilt with pick-ups after initial release time	March 2024 Bid Period	
1192991	23-K-10	Application of Section 20 When Line Flying (I/Es)	March 2024 Bid Period	
1193075	20-M 20-M-1	Long Delays	March 2024 Bid Period	
1193082	21-AA	Incorrect Seating -> OT Pay	March 2024 Bid Period	
1192611	Increase per diem	Per Diem (Canada)	April 2024 Bid Period	
1192614	Trigger for activation to completion of LOE	Activation Date	April 2024 Bid Period	
1192687	5-E-1-b-(1)	777HD Rest Seat Duty Limit	April 2024 Bid Period	
1192690	5-E-10	ANF Trip Construction	April 2024 Bid Period	ANF Definition used for Trip Trading
1192693	5-F-1-h-(2)-(f) 5-F-1-h-(2)-(g) 5-F-1-i Supplemental Add Pay for Soft Starts and Rest Resets: 5-F-1-i-(1) 5-F-1-i-(2)	Extension Add Pay- (Report time and Soft Starts)	April 2024 Bid Period	
1207244	23-H-2-b 23-H-2-c	I/E OT Cap	April 2024 Bid Period	
1190950	5-E-1-b-(5)	Basic RAP Duty Limit--17 hour	May 2024 Bid Period	

Item #	Section	Description	Implementation Date	Notes
1190951	5-E-3-d 5-F-3-e-(3)	Global Rest with Remaining DH	May 2024 Bid Period	
1192658	23-P-4	FTC Vacation Proration	May 2024 Bid Period	
1198492	Eliminate lineholder MPG starting in 2024 2025 vacation year/Add PTC Protection	Eliminate LH MPG/PTC Protections 2024	May 2024 Bid Period	
1183819	5-E-5-a, 3-C-1-b Reserve MPG,3-C-1-b-(1), 3-K-2 5-B-2-c-(2)	MDOs will be incorrect until June 2024 (Rest)	June 2024 Bid Period	
1190966	5-G-4	Minimum Daily LPV--2:30	June 2024 Bid Period	
1184163		Eliminate FSB: Full implementation:	July 2024 Bid Period	
1184159	20-K-6-k	Short Call Cap	August 2024 Bid Period	
1184160		Reserve Assignment Ladder	August 2024 Bid Period	
1184165		VEC Lines	August 2024 Bid Period	
1184166		Short Call Only Lines	August 2024 Bid Period	
1184168	Reserve assignment into LH days off will receive 5:15 hours	Reserve to LH Month Assignments (Change to Assignment Order)	August 2024 Bid Period	
1184171	5-E-6-c FDO	FDOs	August 2024 Bid Period	
1184336	If disruption is required for RDO/FDO/LH days off, sorted by days of disruption:	Reserve Assignment Order - Day Off Disruption	August 2024 Bid Period	
1184336	Rolled Day Off Pay	Rolled Day Off Add Pay of 5:15 (Change to Assignment Order)	August 2024 Bid Period	
1184356		Long Call Reserve Lines	August 2024 Bid Period	
1192576	20-I-6-c-(1) 20-K-5-a	Long Call Call-out Period	August 2024 Bid Period	
1192596	Eliminate CDW (except for VEC)	Eliminate CDW (except for VEC)	August 2024 Bid Period	
1192659		Job Share I/E	August 2024 Bid Period	

Item #	Section	Description	Implementation Date	Notes
1192665	3-C-1-b-(1)-(a)	Unused SC (Definition of Unused)	August 2024 Bid Period	
1192730	20-K-7-b 20-K-7-d 20-K-7-d-(1)	First Day of Reserve	August 2024 Bid Period	
1192933		Short Call Call-Out--12 hours after 9 hours	August 2024 Bid Period	
1197879		Unfilled CA Vac (Cannot start training until)	August 2024 Bid Period	
1190961		Imputed OT Pay for FAR Extension	October 2024 Bid Period	Tied to OT
1192708	9-C-2-d	Training Lost Days Off	October 2024 Bid Period	
1193077	20-O	Abnormal Ops (Everything other than 20-O-8)	October 2024 Bid Period	
1183690	4-A-2-g-(1)	Heavier Choice Crew Meals	November 2024 Bid Period	
1192573	20-K-4-f	Reserve Trading (Day for Day)	November 2024 Bid Period	
1192702		Base Trades	November 2024 Bid Period	
1197747	9-C-3	Training Shell Preferencing	November 2024 Bid Period	
1203642	No premium pay for trip that touches missed trip	No premium pay for trip that touches missed trip footprint	November 2024 Bid Period	
1190976, 1193060	20-G-5 , 20-G-6	Global Reserve Consolidation; Open Flying for Consolidation	December 2024 Bid Period	Tied to Consolidation Lines
1192595		Consolidation Line Awards	December 2024 Bid Period	
1192617	protect 2 contiguous weeks	Protected Vacation	2024 2025 Vacation Year	
1194276	Increase LCA override	LCP Override	October 2023 Bid Period	Backdated to Jan 2022* Note 1 Note 3
1215766	All IEs will be capped at the 12th year 320CA rate	I/E Pay Cap	October 2023 Bid Period	Backdated to Jan 2022** Note 1 Note 3

Item #	Section	Description	Implementation Date	Notes
1190937		Vacation Pay	October 2023 Bid Period	Pay value Backdated to May 2023 Note 1 Note 2 Note 3

*\$60.97 per LCP hour paid between Jan 22 – Nov 22, \$65.37 per LCP hour paid between Dec 22 and Sep 23

**Pay will be based on the difference between what an Instructor was paid compared what they would have been paid if the pay cap was 12th year 320 CA

Note 1: 2023 portion will receive retirement contributions and count as eligible earnings for 2023 profit sharing

Note 2: Will be included in the 2023 portion of the Ratification Bonus (14%)

Note 3: Amounts for 2022 will be paid no later than November 1st 2023, amounts for 2023 will be paid no later than December 1st 2023

LOA 23-02

Ratification Bonus LOA

LETTER OF AGREEMENT
between
UNITED AIR LINES, INC.
and
THE AIR LINE PILOTS
in the service of
UNITED AIR LINES, INC.
as represented by
THE AIR LINE PILOTS ASSOCIATION,
INTERNATIONAL

THIS LETTER OF AGREEMENT is made and entered into in accordance with the provisions of Title II of the Railway Labor Act, as amended, by and between UNITED AIRLINES, INC. (hereinafter referred to as “the Company” or “United”) and the AIR LINE PILOTS in the service of UNITED AIRLINES, INC., as represented by the AIR LINE PILOTS ASSOCIATION, INTERNATIONAL (hereinafter referred to as “the Association” or “ALPA”).

WHEREAS, the Company and the Association have reached agreement on amendments to the United Pilot Agreement (“UPA”, or, as amended, “UPA23”), and

WHEREAS, the parties have agreed that eligible United pilots will receive a one-time payment following the ratification of the parties’ tentative agreement for UPA23, and

WHEREAS, the parties wish to establish the means by which this one-time payment will be implemented,

NOW THEREFORE, the parties agree as follows:

A. Applicable Definitions

1. “One-time Payment” as used herein means the payment to an Eligible Pilot computed based on the terms contained in this LOA.
2. “Relevant Period” as used herein means any time during bid years 2020, 2021 and 2022, and the period of time between January 2023 Bid Period and September 2023 Bid Period.
3. “Eligible Pilot” as used herein means any Pilot on the United Pilot Seniority List as of September 29, 2023 and any retired pilot who was on the United Pilot Seniority List during the Relevant Period, subject to the terms and limitations contained herein or as otherwise required by law. A “retired pilot” as used herein includes any Pilot who retired as a result of turning sixty-five (65) years of age (regardless of whether the pilot was in Active Service when they turned sixty-five (65)) or who retired after meeting the eligibility criteria for retiree benefit(s) as described in the Basic Agreement.

4. "Eligible Earnings" as used herein means the earnings of an Eligible Pilot during the Relevant Period while in Active Status (including, but not limited to, normal compensation paid in accordance with Section 3, used and forfeited vacation, sick leave, and training) or who are deemed to have earnings by operation of law. Eligible Earnings do not include 401(k) contributions, income received from Disability programs provided within the UPA, or payments made to a pilot under the terms of the Pilot-Voluntary Separation Leaves ("P-VSL") offered in accordance with Letter of Agreement 20-03 "Pilot Voluntary Separation Leave" and Letter of Agreement 20-05 "Pandemic Recovery".
- B. A discharged pilot who has a grievance currently pending as of September 29, 2023 will receive the One-time Payment in addition to any backpay awarded by the Board if the Pilot is reinstated by an award of the United Airlines Pilots System Board of Adjustment.
 - C. The One-time Payment to Eligible Pilots will be computed as the sum of the following:
 1. 4% of Eligible Earnings for bid year 2020;
 2. 4% of Eligible Earnings for bid year 2021;
 3. 14% of Eligible Earnings for bid year 2022; and
 4. 14% of Eligible Earnings for the January 2023 through the September 2023 Bid Periods, inclusive.
 5. The 2023 portion of the One-time Payment as calculated in accordance this paragraph shall be subject to a sixteen percent (16%) direct employer contribution and considered as compensation for the purpose of calculating any profit-sharing payment made in accordance with Section 3-H for the 2023 plan year, paid in 2024.
 - D. United will make the One-time Payment to all Eligible Pilots who qualify under this LOA, or who are entitled to such payments by operation of law, in two separate payments. Specifically, the portion of the One-time Payment attributable to Eligible Earnings in the 2020-2022 bid years will be paid no later than November 1, 2023 and the portion of the One-time Payment (including the direct employer contribution) attributable to the Eligible Earnings for the January 2023 through September 2023 Bid Periods shall be paid no later than December 1, 2023. If the Company is unable to make a payment to a Pilot on those dates due to unforeseen circumstances (e.g., the Pilot's current address is unknown), United will make the payment(s) as soon thereafter as possible.
 - E. For an Eligible Pilot who died or dies prior to the final payment date, the One-time Payment (or any remaining portion thereof) will be paid to such Pilot's estate.
 - F. Applicable federal, state, and local taxes as well as Association dues will be withheld from the One-time Payment.
 - G. The parties agree to meet and confer regarding any matters that arise regarding the payments or benefits to be paid pursuant to the terms of this LOA.

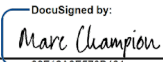
This Letter of Agreement shall become effective on September 29, 2023 and will remain in effect concurrent with Section 25, Duration of the Basic Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement this 29th day of September, 2023.

FOR UNITED AIRLINES, INC.

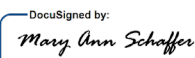
DocuSigned by:

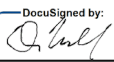
882DCA94D84B480
Z. Michael Jones, Vice President
Labor Relations

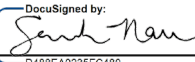
DocuSigned by:

82F12A2E579B481
Captain Marc Champion
Vice President Flight Operations

DocuSigned by:

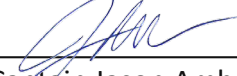
E1B0B90EBD43491
Mike Hansen, Managing Director
LR & Labor Economics

DocuSigned by:

B8E2748ED8804D2
Captain Mary Ann Schaffer,
Managing Director Aviation Safety

DocuSigned by:

CCF2781E08AB4F7...
Captain David Zullo, Director
Pilot Contract Administration

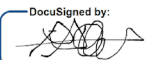
DocuSigned by:

D488EA0235FC480
Sarah Nau, Director
Labor Relations

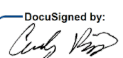
FOR THE AIR LINE PILOTS ASSOCIATION, INT'L


Captain Jason Ambrosi, President
Air Line Pilots Association, Intl

DocuSigned by:

96B3E93568804DA
Captain Garth Thompson, Chair
United Master Executive Council

DocuSigned by:

11278381F91740E
Captain Phil Otis, Chair
UAL MEC Negotiating Committee

DocuSigned by:

3DC65328E33E4AC...
Captain Andy Riggs, Vice-Chair
UAL MEC Negotiating Committee

DocuSigned by:

4C9D957A888D469
Captain Adrian Rivero, Member
UAL MEC Negotiating Committee

LOA 23-03

Compressed Line LOA

LETTER OF AGREEMENT
between
UNITED AIR LINES, INC.
and
THE AIR LINE PILOTS
in the service of
UNITED AIR LINES, INC.
as represented by
THE AIR LINE PILOTS ASSOCIATION,
INTERNATIONAL

THIS LETTER OF AGREEMENT is made and entered into in accordance with the provisions of Title II of the Railway Labor Act, as amended, by and between UNITED AIRLINES, INC. (hereinafter referred to as the "Company") and the AIR LINE PILOTS in the service of UNITED AIRLINES, INC., as represented by the AIR LINE PILOTS ASSOCIATION, INTERNATIONAL (hereinafter referred to as the "Association").

Whereas, the parties have agreed to develop a program to determine the viability of "compressed" reserve lines outside of the Guam operation;

Therefore, the Parties to this Letter of Agreement hereby agree as follows:

- A. For a period of six (6) consecutive Bid Periods, unless the parties agree otherwise, the Company shall test compressed reserve lines in five (5) Global Categories (for both Captains and First Officers in each Category), subject to the terms contained in this Letter of Agreement. Such Categories shall be jointly selected by the Company and the System Scheduling Committee.
- B. Offer and Award of Compressed Lines
 - 1. In each Category tested, the Company shall offer a minimum of five percent (5%) of Reserve lines as Compressed Lines, based on full time equivalents as calculated in accordance with Section [5-E-7-h-\(1\)](#), with a minimum of one (1) Compressed Line in each such Category.
 - 2. A Pilot who is not eligible to be awarded a non-profile reserve line may be denied a Compressed Line if awarding a Compressed Line to that Pilot would not satisfy the Company's reserve coverage requirements.
 - 3. A Reserve cannot be involuntarily assigned to a Compressed Line.
 - 4. A Reserve awarded a Compressed Line cannot be awarded a LCL or VEC Line.
- C. Scheduling of Reserve Pilots Awarded a Compressed Line ("Compressed Reserve")

1. Unless otherwise provided herein, Compressed Reserves shall be subject to all other scheduling provisions contained in the UPA.
2. Compressed Lines shall be constructed either with a single continuous block of work days or a single continuous block of days off and with the same number of days off provided in Section [5-E-5](#). Compressed Reserve HDOs will be awarded in accordance with [5-E-7-d-\(1\)](#). The provisions of Sections 5-E-7-f, 5-E-7-g and 5-E-8-b shall not apply to Compressed Lines.
3. Compressed Reserves shall not be assigned to report for a Trip assignment or begin a Short Call assignment prior to 1000 on the first day of the reserve block. A Compressed Reserve may aggressively pick up an assignment that reports or begins prior to 1000 on the first day of the reserve block and receive Add Pay in accordance with Section [20-K-6-k](#).
4. The Company may pre-block thirty (30) hour rest periods required by FAR 117.25(b) at its discretion within the Reserve block.
 - a. The pre-blocked rest period may be removed if the Compressed Reserve is given an assignment that negates the need for the pre-blocked rest period.
 - b. Prior to release into a thirty (30) hour rest period, the Company may assign a Compressed Reserve to start a Short-Call period immediately following the thirty (30) hour rest period.
 - c. The Company may bypass non-Compressed Reserves to assign a Trip to a Compressed Reserve if the Trip provides a rest period of at least thirty (30) hours before the Trip, within the Trip, or as required post-Trip rest. Such bypass shall not result in an RDO disruption.
5. A Compressed Reserve shall not be subject to the Short Call cap contained in Section 20-K-3-c-(16).
6. A Compressed Reserve whose number of reserve days before their next scheduled unavailable days is more than six (6) shall be treated as if their number of reserve days before their next scheduled unavailable days is six (6).

D. Evaluation and Extension of Testing Period

1. The parties shall jointly establish utilization metrics for, and joint oversight of, Compressed Reserves in Global Categories. If the utilization of Compressed Reserves meets or exceeds the utilization metrics, the Company must continue to offer Compressed Lines in Global Categories under the terms of this Letter of Agreement for the duration of the basic Agreement.
2. If the utilization of Compressed Reserves requires the Company to continue to offer Compressed Lines in Global Categories, the parties agree to initiate a six (6) Bid Period test of Compressed Lines in Basic Categories under the same conditions included within this Letter of Agreement or under mutually agreed modifications to

those conditions. If the utilization of Compressed Reserves meets or exceeds the utilization metrics, the Company must continue to offer Compressed Lines in Basic Categories under the terms of this Letter of Agreement for the duration of the basic Agreement.

This Letter of Agreement shall become effective on September 29, 2023 and shall remain in effect concurrent with Section 25, Duration of the basic Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement this 29th day of September, 2023.

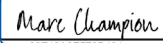
FOR UNITED AIRLINES, INC.

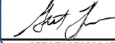
FOR THE AIR LINE PILOTS ASSOCIATION, INT'L

DocuSigned by:

882DCA94D84B4B0
Z. Michael Jones, Vice President
Labor Relations


Captain Jason Ambrosi, President
Air Line Pilots Association, Intl

DocuSigned by:

83F12A2E5788481
Captain Marc Champion
Vice President Flight Operations

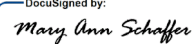
DocuSigned by:

96B3E02568804DA
Captain Garth Thompson, Chair
United Master Executive Council

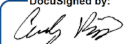
DocuSigned by:

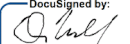
E150890E80A3401
Mike Hansen, Managing Director
LR & Labor Economics

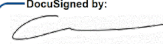
DocuSigned by:

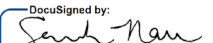
11276351F51740E
Captain Phil Otis, Chair
UAL MEC Negotiating Committee

DocuSigned by:

B6E2748ED8814D2
Captain Mary Ann Schaffer,
Managing Director Aviation Safety

DocuSigned by:

3DC6532BE33E4AC
Captain Andy Riggs, Vice-Chair
UAL MEC Negotiating Committee

DocuSigned by:

CCF27B1E08A84F7
Captain David Zullo, Director
Pilot Contract Administration

DocuSigned by:

4C9D957A888D489
Captain Adrian Rivero, Member
UAL MEC Negotiating Committee

DocuSigned by:

D488EA0235FC480
Sarah Nau, Director
Labor Relations

LOA 23-04

Enhanced CMPOOL

LETTER OF AGREEMENT
between
UNITED AIR LINES, INC.
and
THE AIR LINE PILOTS
in the service of
UNITED AIR LINES, INC.
as represented by
THE AIR LINE PILOTS ASSOCIATION,
INTERNATIONAL

THIS LETTER OF AGREEMENT is made and entered into in accordance with the provisions of Title II of the Railway Labor Act, as amended, by and between UNITED AIRLINES, INC. (hereinafter referred to as “the Company” or “United”) and the AIR LINE PILOTS in the service of UNITED AIRLINES, INC., as represented by the AIR LINE PILOTS ASSOCIATION, INTERNATIONAL (hereinafter referred to as “the Association” or “ALPA”).

WHEREAS, the Company and the Association have reached agreement on amendments to the United Pilot Agreement (“UPA”, or, as amended, “UPA23”); and

WHEREAS, the parties have agreed to establish Enhanced CMPOOL for the purpose of increasing scheduling flexibility for Pilots and stabilizing Company reserve coverage;

WHEREAS, the design of Enhanced CMPOOL should provide the Company with the ability to set lower reserve coverage requirements than with traditional CMPOOL and provide Pilots with more flexibility to modify their schedules.

NOW THEREFORE, the parties agree as follows:

A. Enhanced CMPOOL is a new coverage metric that takes into account additional coverage considerations. Enhanced CMPOOL will allow coverage to be set and analyzed by reserve starts within SILOs on each day of the bid month.

1. The reserve availability number per SILO, per day, will also look at all legalities for the available reserves. This should include, but is not limited to, qualification status and UPA/FAR legalities. However, the system shall not consider any additional pay that is provided to a reserve who is assigned a trip.
2. The display will also indicate the reserve utilization for the bid month based on UPA reserve caps. The reserves available number that displays would be the number of legal reserves in SILO that could start a trip on that day.
3. The display will also include the current number of open trips in SILO on each day. An example of previous Enhanced Pool is:

RSVREP/	ORD/	320/	CAP/	11/	06-29/	PW	RATE/USE	98%	060805
RSV OPN	RSV OPN	RSV OPN	RSV OPN	RSV OPN	RSV OPN	RSV OPN	RSV OPN	RSV OPN	RSV OPN
DATE 06	07	08	09	SA	10	SU	11		
1D 5 0	3 0	7 0	4 0	6 0	7 0				
2D 1 0	4 1	3 0	6 0	5 1	8 0				
3D 0 0	0 0	4 0	5 0	8 0	0 0				
4D 0 0	1 0	2 1	6 2	2 0	11 0				
DATE 12	13	14	15	16	SA	17	SU		
1D 9 0	1 0	5 0	13 1	4 0	9 0				
2D 1 0	5 0	13 0	4 1	9 0	6 0				
3D 5 0	13 0	4 0	6 1	6 0	5 0				
4D 14 0	3 0	2 1	4 0	5 0	5 0				
0-65/ 56	65-75/ 2	75-85/ 0	85-90/ 0	+90/ 4					

RSVREP/	DCA/	767/	F/O/	11/	10-10/	PW	RATE/USE	27%	060805
RSV OPN	RSV OPN	RSV OPN	RSV OPN	RSV OPN	RSV OPN	RSV OPN	RSV OPN	RSV OPN	RSV OPN
DATE 10	SU								
1D 6 0									
2D 7 1									
3D 7 0									
4D 9 0									
0-65/ 63	65-75/ 0	75-85/ 0	85-90/ 0	+90/ 4					

- For example, enhanced CMPOOL will account for the fact that even though there are many reserves available on a particular day, but all of them are 1-day or 2-day reserves, so they would not be available to cover a 3-day trip dropped by a lineholder.

B. The parties shall work collaboratively to establish Enhanced CMPOOL and make it available for Pilot use. Specifically, the parties agree to the following:

- The parties shall jointly develop the user and administrator interfaces, and software required to make Enhanced CMPOOL function.
- The Company shall collaborate with ALPA in setting staffing parameters required for the functionality of Enhanced CMPOOL.
- The Company shall collaborate with ALPA to develop a formula to allow Reserve Pilots to trade reserve days Pilot-to-Pilot through Enhanced CMPOOL without additional Company discretion or the need to engage with a Crew Scheduler.
- The parties agree to work collaboratively to address any other issues that arise in the development, implementation and maintenance of Enhanced CMPOOL.

C. The parties agree that implementation of Enhanced CMPOOL should be moved forward as quickly as reasonably practical.

- If Enhanced CMPOOL is not implemented by the first (1st) day of the October 2024 Bid Period, all Pilots will be provided a third (3rd) set of golden days off for use in the 2025-2026

vacation year. Golden days off provided in accordance with this Letter of Agreement shall be bid for and awarded in the same manner as any other golden days off.

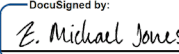
2. This remedy shall be extended to any Pilot on the United Pilot Seniority List as of the first (1st) day of the October 2024 Bid Period and who remains on the United Pilot Seniority List on the date annual vacation bidding for the 2025-2026 vacation year is complete.
3. This remedy will renew annually until such time as Enhanced CMPOOL is implemented. For example, if Enhanced CMPOOL is not implemented by the October 2025 Bid Period, all Pilots will receive a third (3rd) set of golden days off again for the 2026-2027 vacation year.

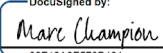
D. Prior to the transition from the existing CMPOOL to Enhanced CMPOOL, the parties will jointly investigate whether any programming changes are necessary to make the Bad Day Worse Day trading logic compatible with Enhanced CMPOOL.

This Letter of Agreement shall become effective on September 29, 2023 and will remain in effect concurrent with Section 25, Duration of the Basic Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement this 29th day of September, 2023.

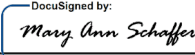
FOR UNITED AIRLINES, INC.

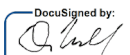
DocuSigned by:

 882DCA94D84B490...
 Z. Michael Jones, Vice President
 Labor Relations

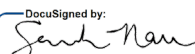
DocuSigned by:

 82F12A2E579B481...
 Captain Marc Champion
 Vice President Flight Operations

DocuSigned by:

 F18B9D0ERD43491...
 Mike Hansen, Managing Director
 LR & Labor Economics

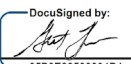
DocuSigned by:

 B6E2748ED8804D2...
 Captain Mary Ann Schaffer,
 Managing Director Aviation Safety

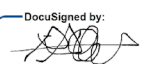
DocuSigned by:

 CCF27B1E08AB4F7...
 Captain David Zullo, Director
 Pilot Contract Administration

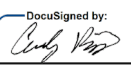
DocuSigned by:

 D488EA0235FC480...
 Sarah Nau, Director
 Labor Relations

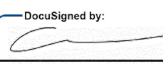
FOR THE AIR LINE PILOTS ASSOCIATION, INT'L


 Captain Jason Ambrosi, President
 Air Line Pilots Association, Intl

DocuSigned by:

 95B3E95568804DA...
 Captain Garth Thompson, Chair
 United Master Executive Council

DocuSigned by:

 11276381F91740E...
 Captain Phil Otis, Chair
 UAL MEC Negotiating Committee

DocuSigned by:

 3DC6532BE33E4AC...
 Captain Andy Riggs, Vice-Chair
 UAL MEC Negotiating Committee

DocuSigned by:

 4C9D657A868D469...
 Captain Adrian Rivero, Member
 UAL MEC Negotiating Committee

LOA 23-05

Pilot Electronic Notification LOA

LETTER OF AGREEMENT
between
UNITED AIR LINES, INC.
and
THE AIR LINE PILOTS
in the service of
UNITED AIR LINES, INC.
as represented by
THE AIR LINE PILOTS ASSOCIATION,
INTERNATIONAL

THIS LETTER OF AGREEMENT is made and entered into in accordance with the provisions of Title II of the Railway Labor Act, as amended, by and between UNITED AIRLINES, INC. (hereinafter referred to as the "Company") and the AIR LINE PILOTS in the service of UNITED AIRLINES, INC., as represented by the AIR LINE PILOTS ASSOCIATION, INTERNATIONAL (hereinafter referred to as the "Association") (together, the "Parties").

WHEREAS, the Parties have reached agreement on amendments to the United Pilot Agreement (as amended, "UPA23"); and

WHEREAS, in the negotiations for UPA23 the Parties discussed incorporating voluntary/opt-in electronic notification options into the methods of notifying Pilots of changes to their schedules and for Pilots to communicate directly with Crew Scheduling, the Hotel Desk, and other departments that support Flight Operations;

THEREFORE, the Parties agree as follows:

1. No later than November 30, 2023, the Parties will begin meetings for the purpose of developing and implementing a system of electronic notification that will include:
 - a. A voluntary (i.e., 'opt in') notification system through a two-way messaging platform, available on a Pilot's own device;
 - b. Electronic messaging allowing for substantive communication between the Pilot and Company;
 - c. Provide functionality for a Pilot to initiate messages with the Company (Crew Scheduling, the Hotel Desk, etc.); and
 - d. Any communication between the Pilot and the Company that requires a confirmation by the Pilot will include a receipt acknowledging the Pilot's confirmation. If the confirmation is not received by the Company, the Company will revert to two-way confirmation as specified elsewhere in the UPA.

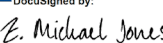
-
2. The Parties will promote innovative interface approaches and processes in an effort towards Pilots and Company departments that support Flight Operations having a highly useful system.

This Letter of Agreement shall become effective upon signing and shall run concurrent with the provisions of Section 25 Duration of the basic Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement this 29th day of September, 2023.

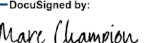
FOR UNITED AIRLINES, INC.

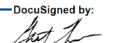
FOR THE AIR LINE PILOTS ASSOCIATION, INT'L

DocuSigned by:

862DCA94D84B480...
Z. Michael Jones, Vice President
Labor Relations



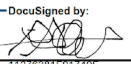
Captain Jason Ambrosi, President
Air Line Pilots Association, Intl

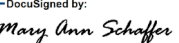
DocuSigned by:

82F12A2E379B48...
Captain Marc Champion
Vice President Flight Operations

DocuSigned by:

95B3E95568804DA...
Captain Garth Thompson, Chair
United Master Executive Council

DocuSigned by:

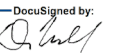
E1B068DEBD43491...
Mike Hansen, Managing Director
LR & Labor Economics

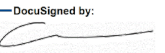
DocuSigned by:

11276381F91740E...
Captain Phil Otis, Chair
UAL MEC Negotiating Committee

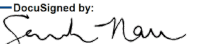
DocuSigned by:

B8E2748ED8804D2...
Captain Mary Ann Schaffer,
Managing Director Aviation Safety

DocuSigned by:

3DC6532BE33E4AC...
Captain Andy Riggs, Vice-Chair
UAL MEC Negotiating Committee

DocuSigned by:

CCF27B1E08A84F7...
Captain David Zullo, Director
Pilot Contract Administration

DocuSigned by:

4C9D657A888D469...
Captain Adrian Rivero, Member
UAL MEC Negotiating Committee

DocuSigned by:

D488EA0235FC480...
Sarah Nau, Director
Labor Relations

MEMORANDA OF UNDERSTANDING

MOU 12-01 Workers' Compensation Benefits (Illinois)

MEMORANDUM OF UNDERSTANDING

between

UNITED AIRLINES, INC.

and

THE AIR LINE PILOTS

in the service of

UNITED AIRLINES, INC.

as represented by the

AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

The parties agree that the Company shall not contest Worker's Compensation jurisdiction in the State of Illinois for any Pilot who is entitled to file a Worker's Compensation claim in the State of Illinois, including but not limited to, all Pilots whose contracts of hire were made in Illinois.

AGREED, this 18th day of December, 2012.

For United Airlines, Inc.:

**For the Air Line Pilots Association,
International:**

Captain Fred Abbott
Senior Vice President
Flight Operations

Captain Jay Heppner
Chairman
UAL MEC

P. Douglas McKeen
Senior Vice President
Labor Relations

Captain Jay Pierce
Chairman
CAL MEC

MOU 12-02 JFK Memorial

MEMORANDUM OF UNDERSTANDING

between

UNITED AIRLINES, INC.

and

THE AIR LINE PILOTS

in the service of

UNITED AIRLINES, INC.

as represented by the

AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

Whereas, UNITED AIRLINES, INC. (hereinafter referred to as “the Company” or “United”), and the AIR LINE PILOTS ASSOCIATION, INTERNATIONAL (hereinafter referred to as the “the Association” or “ALPA”) had come to a previous agreement regarding the potential relocation of the ALPA Council 5 “9-11 Memorial” (“the Memorial”) currently displayed at the DEN Flight Training Center (“DENTK”).

Therefore, the Parties agree to the following:

1. If the Company sells or otherwise transfers ownership or operational control of DENTK to a third party, or if the Company discontinues conducting the majority of United Pilot training at DENTK, the parties shall meet to discuss appropriate arrangements for the continued display and/or further relocation of the Memorial; and
2. Council 5 retains full ownership rights of the Memorial, including the authority to remove the Memorial from any future location at its own expense at the discretion of the Council 5 LEC officers.

AGREED, this 18th day of December, 2012.

For United Airlines, Inc.:

**For the Air Line Pilots Association,
International:**

Captain Fred Abbott
Senior Vice President
Flight Operations

Captain Jay Heppner
Chairman
UAL MEC

P. Douglas McKeen
Senior Vice President
Labor Relations

Captain Jay Pierce
Chairman
CAL MEC

MOU 12-03 KC Delay Reporting

MEMORANDUM OF UNDERSTANDING

between

UNITED AIRLINES, INC.

and

THE AIR LINE PILOTS

in the service of

UNITED AIRLINES, INC.

as represented by the

AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

Whereas, UNITED AIRLINES, INC. (hereinafter referred to as “the Company” or “United”), and the AIR LINE PILOTS ASSOCIATION, INTERNATIONAL (hereinafter referred to as the “the Association” or “ALPA”) had previously come to a written understanding regarding the implementation of a “KC Delay Reporting Program” to better track and categorize delays coded as flight deck check (KC).

Therefore, the parties have agreed to the following:

1. If a flight experiences a delay categorized as a flight deck delay (currently coded as KC, KF, ME, etc.) an ACARS message shall be sent to the flight deck with a code to identify the department that assigned the delay to the flight deck crew. The flight crew shall be offered the opportunity to respond to the inquiry to identify what specific aspect(s) of the pre-pushback operation contributed to the delay. The flight crew shall also have the ability to provide additional information by entering a free-form message if so desired;
2. The KC Delay Reporting Program is not designed to track or identify an individual Pilot’s performance. Good faith decisions and responses by Pilots participating in the program may not be used in any disciplinary action; and
3. The institution of the KC Delay Reporting Program is intended by both parties to provide more accurate reporting of KC delays, and is not intended to prejudice either party in United Air Lines, Inc. v. Air Line Pilots Association International, Case No. 08-CV-4317 (N.D.III). The parties may use statistical evidence derived from the program, but United may not use evidence of individual Pilot decisions and communications so long as they were made in good faith.

AGREED, this 18th day of December, 2012.

For United Airlines, Inc.:

**For the Air Line Pilots Association,
International:**

Captain Fred Abbott
Senior Vice President
Flight Operations

Captain Jay Heppner
Chairman
UAL MEC

P. Douglas McKeen
Senior Vice President
Labor Relations

Captain Jay Pierce
Chairman
CAL MEC

MOU 12-04 Longevity for Pass Travel

MEMORANDUM OF UNDERSTANDING
between
UNITED AIRLINES, INC.
and
THE AIR LINE PILOTS
in the service of
UNITED AIRLINES, INC.
as represented by the
AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

This confirms that longevity for purposes of pass travel only has been adjusted, for Pilots who participated in the 1983 strike at Continental Airlines and who returned to work pursuant to Option 1 or 3, in accordance with the Order and Award at the conclusion of the strike. Pass longevity for those Pilots now includes credit for the entire period commencing on the first day of the strike through the date they returned to work. Pilots who retired in lieu of returning to work have a retirement date of November 1, 1985 for purposes of longevity for pass travel.

AGREED, this 18th day of December, 2012.

For United Airlines, Inc.:

**For the Air Line Pilots Association,
International:**

Captain Fred Abbott
Senior Vice President
Flight Operations

Captain Jay Heppner
Chairman
UAL MEC

P. Douglas McKeen
Senior Vice President
Labor Relations

Captain Jay Pierce
Chairman
CAL MEC

MOU 12-05 570 Seniority Dates

MEMORANDUM OF UNDERSTANDING

between

UNITED AIRLINES, INC.

and

THE AIR LINE PILOTS

in the service of

UNITED AIRLINES, INC.

as represented by the

AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

Whereas, UNITED AIRLINES, INC. (hereinafter referred to as “the Company” or “United”), and the AIR LINE PILOTS ASSOCIATION, INTERNATIONAL (hereinafter referred to as the “the Association” or “ALPA”) had, by a series of agreements, previously agreed to change the Pilot seniority dates and the company hire dates for the group of Pilots commonly referred to as “the 570”;

Therefore, the parties agree that:

1. The Company shall maintain the adjusted hire dates of “the 570” Pilot group which were changed on October 26, 2000 in accordance with the following:
 - a. The company hire dates were changed from May 17, 1985 to the date upon which each of these Pilots commenced training.
 - b. The only exception to 1.a. was if the Pilot’s company hire date was earlier than the date displayed, in which case the earlier date was retained.
2. An attached list, Exhibit A, contains the date upon which members of the 570 commenced training.

AGREED, this 18th day of December, 2012.

For United Airlines, Inc.:

**For the Air Line Pilots Association,
International:**

Captain Fred Abbott
Senior Vice President
Flight Operations

Captain Jay Heppner
Chairman
UAL MEC

P. Douglas McKeen
Senior Vice President
Labor Relations

Captain Jay Pierce
Chairman
CAL MEC

MOU 12-07 Parent Agreement

**UNITED AIRLINES HOLDINGS, INC.
UNITED AIR LINES, INC.
CONTINENTAL AIRLINES, INC.**

December 18, 2012

Lee Moak, President
Air Line Pilots Association
1625 Massachusetts Avenue, N.W.
Washington, D. C. 20036

Re: Corporate Structure

Dear Captain Moak:

I write to confirm the following agreements between the Air Line Pilots Association, International (“ALPA”) and United Airlines Holdings, Inc. (“UAH”), United Air Lines, Inc. (“United”) and Continental Airlines, Inc. (“Continental”) (collectively, the “Company”) in the negotiations leading to the 2012 ALPA-United collective bargaining agreement (the “Agreement”). Defined terms in this letter have the same meaning as in Section 1 of the Agreement.

1. Upon the effective date of the Agreement, Continental (to the extent it remains a legally organized entity) will be bound by the Agreement in the same manner as United, and every reference in the Agreement to the “Company” or “United” shall be deemed to refer to Continental so long as it exists as a legally organized entity.
2. UAH agrees that it is an Affiliate of United and that it is bound by Section 1 of the Agreement in the same manner as United. UAH and United further agree that they will not conclude, facilitate or permit any agreement or arrangement that establishes any Affiliate, other than a Feeder Carrier, that is an air carrier, Controls an air carrier or is under the Control of an air carrier, unless the Affiliate agrees in writing to be bound by Section 1 of the Agreement in the same manner as UAH and United.
3. The potential corporate mergers or consolidation of United and Continental or of United, Continental, and UAH shall not trigger any successorship obligations under Section 1-D of the Agreement or otherwise be deemed a violation of the agreements between the parties.
4. Any disputes between ALPA and United, between ALPA and Continental, between ALPA and UAH, or between ALPA and any entity arising out of the merger or consolidation of such corporations, arising out of grievances or the interpretation or application of the Agreement, shall fall within the jurisdiction of the ALPA-United Pilots’ System Board of Adjustment.

Nothing in this letter shall be construed to require a corporate merger of the entities described above or to require any particular form of corporate structure, provided that the operating entity or entities and parent corporation, if any, remain bound by the Agreement, and provided further that UAH, United and Continental will execute a Complete Operational Merger in accordance with the Transition and Process Agreement between Continental Airlines, Inc., UAL Corporation, and United Air Lines Inc., dated September 26, 2010.

This letter becomes effective on the date of signing and will remain in effect concurrent with the Agreement.

Sincerely,

Michael P. Bonds
Executive Vice President, Human Resources and Labor Relations
United Continental Holdings, Inc., United Air Lines, Inc. and Continental Airlines, Inc.

Accepted and agreed to this 18th day of December, 2012.

Captain Donald L. Moak, President
Air Line Pilots Association, International

Agreement amended this __th day of June, 2022.

For United Airlines, Inc.:

For the Air Line Pilots Association, International:

Captain Bryan Quigley
Senior Vice President
Flight Operations

Captain Joseph G. DePete
President
Air Line Pilots Association, International

Z. Michael Jones
Vice President
Labor Relations

Captain Michael Hamilton
Chairman
UAL MEC

Mike Hansen
Managing Director LR & Labor Economics

Captain Jeff Brown
Negotiating Committee Chairman
UAL MEC

MOU 14-01 Fatigue Risk Management Data Collection

MEMORANDUM OF UNDERSTANDING

between

UNITED AIRLINES, INC.

and

THE AIR LINE PILOTS

in the service of

UNITED AIRLINES, INC.

as represented by the

AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

WHEREAS, UNITED AIRLINES, INC. (hereinafter referred to as "the Company") and the AIR LINE PILOTS ASSOCIATION, INTERNATIONAL (hereinafter referred to as "the Association") desire to establish an on-going process to conduct Pilot fatigue data collection to ensure crew duty and rest periods are sufficient to maintain alertness throughout Pilot operations and to identify potential issues regarding recovery, and

WHEREAS, the United Pilot Agreement (UPA) Section [19-C-4](#) governs such special studies, and

WHEREAS, the Company and the Association agree that studies will be conducted under the supervision of the Fatigue Review Committee (FRC) and may be in conjunction with a third party vendor and will address patterns of sleep and alertness, circadian rhythm disruption, alertness, cognitive performance, quality and timing of inflight rest, and fatigue recovery;

NOW THEREFORE, the parties have reached the following agreement regarding the data collection process:

1. When a Pilot volunteers to participate in a study, he will receive a briefing that describes the nature of the data collection study and how it will be managed, its length and scope, the procedures and requirements of participation, and each participant's rights as a member of the study. Volunteer Pilots will be provided with a Participant Consent Form. The only involvement the Company will have in the recruitment of participants is through general Pilot communications (which shall be well advertised) advising Pilots flying routes relevant to the study of the opportunity to participate in the program. Study participants, including the number of participants, will be determined by the FRC based on study requirements. If there are excess volunteers that qualify, Pilots will be selected for participation in seniority order unless otherwise agreed by the FRC.
2. Depending on the study protocols, personal data may be obtained through the Actigraphy device which is worn on the wrist similar to a sports watch, through a handheld PDA type device, and through Pilot-maintained logs.

3. The Fatigue Management Steering Committee will determine the compensation level for participating Pilots, provided all Pilots are treated fairly, in accordance with the following:
 - a. For studies utilizing an actigraph or similar device, or of longer duration (in excess of 30 minutes), no less than \$400 per Trip designated by the study.
 - b. For studies that consist solely of events that must be completed at a specific time, either in flight or otherwise, or of medium duration (15-30 minutes) regardless of when the study must be completed, no less than \$50 per event designated by the study.
 - c. For studies that consist solely of events that can be completed pre- or post-flight and of short duration (less than 15 minutes), no less than \$25 per event designated by the study.
4. A Pilot may withdraw his participation and the FRC may terminate a Pilot's participation in the data collection at any time via notification to the FRC. A Pilot who withdraws or is withdrawn from a data collection study prior to its completion will receive a prorated payment based on the number of legs completed compared to the number originally agreed. Should a Pilot fail to complete all required documentation of a data collection study, the Pilot will be considered to have withdrawn from the data collection study and will only receive a prorated payment for completed documentation. In addition, should a Pilot alter his schedule after he has begun participation in a data collection study such that he no longer has a schedule appropriate for participation in the study, the Pilot will be considered to have withdrawn from the study.
5. All data collected will be de-identified to the maximum extent possible, except to identify Pilots for compensation purposes. Each Pilot who agrees to participate in a data collection study will be assigned a participant number/code and all data will be de-identified in any reports or publications. The Company will not have access to identified data. The Company will not take any action (e.g. discipline, remedial training, counseling, etc.) against Pilots who participate in the study based on the information reported or the results of the data collected. All identifying data will be maintained pursuant to the requirements of 45 Code of Federal Regulations Section 46.
6. Pilots who participate in data collection per 3-a above will be permitted to review and discuss the results of their personal data with the study analysts.
7. The Company shall pay half of the flight pay loss for the Association members of the FRC for all FRC meetings, and all flight pay loss for work in support of FRMS applications.
8. The provisions in this paragraph will apply when a third party vendor is contracted to perform data collection. The vendor will follow the provisions of this MOU to the extent allowed by Federal regulations. In the event a conflict arises between the provisions of this MOU and Federal regulations and it is not covered by this paragraph, the Association, Company, and vendor will meet and agree on a resolution to the conflict.
 - a. To the extent allowed by Federal Regulations, the vendor will coordinate selection of study participants with the FRC. For studies in progress on the date of signing, the vendor will utilize existing procedures for selection, informing the FRC about the selection process as allowed by confidentiality constraints.
 - b. Compensation may be provided via the vendor, if required to maintain regulatory compliance for confidentiality.

- c. The vendor will be responsible for collection, de-identification, protection, and retention of data pursuant to the requirements of 45 Code of Federal Regulations Section 46.
9. Solely for the purpose of FRM Data Collection and with the Pilot's concurrence, a participating Reserve (1) may be given a Trip designated by the study that is available for assignment out of assignment order during the assignment window; and (2) may be given an FBO'd Trip designated by the study at any time and shall be released to the assignment.

This Agreement will replace MOU 15 Fatigue Risk Management Data Collection (dated 10 January 2014) in its entirety. This Agreement shall become effective on date of signing and remain in full force and effect concurrent with the basic Agreement.

AGREED, this 18th day of May, 2014

For United Airlines, Inc.:

**For the Air Line Pilots Association,
International:**

Howard Attarian
Senior Vice President-Flight Operations

Captain Jay Heppner
Chairman, UAL MEC

Jay D. Milone
Managing Director-Labor Relations-Flight

MOU 16-01 - Clarification of Sections 3-C-3-e, 5-B-2-b-(1) and 5-B-2-c-(1)

MEMORANDUM OF UNDERSTANDING

between

UNITED AIRLINES, INC.

and

THE AIR LINE PILOTS

in the service of

UNITED AIRLINES, INC.

as represented by the

AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

The Parties to this Memorandum of Understanding hereby agree as follows:

When applying Section 3-C-3-e, 5-B-2-b-(1) or 5-B-2-c-(1) to a Duty Period that contains a sequence of consecutive Flights having the same Flight number, all such Flights shall be attached to the same Bid Period that the first of such Flights attaches.

For example, all Flights in the second Duty Period of Trip G5039 of the 26th of February, shall attach to the February Bid Period (which ends on February 29th), despite the fact that the MAJ-KWA segment of Flight 154 and all subsequent Flight Segments have a scheduled local Departure time on March 1st.

DAY	BQ	DM	FLT	DPS	ARS	DEPL	ARRL	BLK	GRND	TBLK	TCDTY	LAYO
G5039												
PILOT --> 0720 26/Feb												
1	73U	155	GUM	TKK	0820	1008	1:48	0:37				
1	73U	155	TKK	PNI	1045	1303	1:18	0:41				
1	73U	155	PNI	KSA	1344	1452	1:08	0:35				
1	73U	155	KSA	KWA	1527	1740	1:13	0:39				
1	73U	155	KWA	MAJ	1819	1917	0:58	0:53				
1	73U	155	MAJ	HNL	2010	0250	4:40	76:35	11:05	16:00	75:20	
	None		None				OP->None					
	None		None									
PILOT --> 0640 29/Feb												
5	73U	154	HNL	MAJ	0725	1035	5:10	0:45				
5	73U	154	MAJ	KWA	1120	1220	1:00	0:39				
5	73U	154	KWA	KSA	1259	1312	1:13	0:35				
5	73U	154	KSA	PNI	1347	1450	1:03	0:41				
5	73U	154	PNI	TKK	1531	1543	1:12	0:37				
5	73U	154	TKK	GUM	1620	1755	1:35		11:13	15:45		
TOTAL CR: 30:36				TOTAL BLK: 22:18				TAFB: 107:05				

This Memorandum of Understanding shall become effective upon signing and shall remain in effect until such time that technology properly accounts for the Flights in a Duty Period which contains a sequence of consecutive Flights having the same Flight number, at which time this MOU will expire.

IN WITNESS HEREOF, the parties have executed this Memorandum of Understanding this 8th day of August, 2016.

FOR UNITED AIRLINES, INC.

FOR THE UNITED MASTER EXECUTIVE COUNCIL

Paul M. Carlson
Managing Director
Flight Operations

Captain Todd Insler, Chairman
United Airlines MEC
Air Line Pilots Association, International

P. Douglas McKeen
Senior Vice President
Labor Relations

MOU 17-01 Administration of LTD Payroll Deductions

Memorandum of Understanding
between
UNITED AIRLINES, INC.
and
THE AIR LINE PILOTS
in the service of
UNITED AIRLINES, INC.
as represented by the
AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

The Parties to this Memorandum of Understanding hereby agree to the following as it relates to administration of Section 24-H-2-b of the United Pilot Agreement (“UPA”) by the Company’s Payroll Department as follows:

Whereas, under the administrative procedures (the “Original Procedures”) followed by the United Payroll Department since the inception of the United Airlines Pilot Long Term Disability Plan (the “LTD Plan”), the required contributions as determined annually by the LTD Plan Actuary, are expressed as a percentage of covered payroll, and the participating Pilot 35% share of that percentage is collected by payroll deduction administered by the Payroll Department; and

Whereas, under these Original Procedures, the Payroll Department is required continuously throughout the course of the year to modify the amounts of the payroll deductions for individual Pilots in order to reflect the frequent and recurring changes in Pilot compensation and rates of pay, including changes resulting from contractually-scheduled wage increases, increases in longevity and changes in the Pilot’s fleet/seat status as a result of the bidding process; and

Whereas, the requirement for frequent and ongoing modifications of the rates and amounts of payroll deductions under the Original Procedures is burdensome to the Payroll Department, requires continuous adjustment of related programming, and, the parties are convinced, contributes materially to the risk of errors, miscalculations and data synchronization issues resulting in over- and under-payment of premiums, which errors, in turn, necessitate recurring cumbersome *ad hoc* corrective action when discovered; and

Whereas, individual Pilots’ LTD contributions and imputed income in their Pay Advice would often not correlate to their monthly hourly rate but instead would use their previous monthly hourly rate or take into account their current hourly rate but have a small modification for pay changes that were not reflected in prior months LTD contributions and imputed income making the ability for Pilots to understand their LTD deductions difficult if not impossible; and

Whereas, the Company and the Association have therefore agreed, on a trial basis, to modify

the Original Procedures to adopt modified procedures (the “ABBR Methodology”) intended to simplify and streamline the payroll administrative process, and improve the accuracy and reliability, and enhance the transparency and predictability, of the contribution computation, while fully protecting the LTD Plan and its participating Pilots from adverse financial consequences of the administrative change;

IT IS HEREBY AGREED:

1. Commencing with the LTD Plan Year beginning January 1, 2018, and continuing for each Plan Year thereafter while this MOU remains in effect, Participant payroll deductions for LTD contributions for the Plan Year will be computed using an “Annual Benefits Base Rate” (“ABBR”). Once established each Plan Year, the ABBR shall remain in effect for the remainder of the Plan Year, without regard to any increase or decrease in the Pilot’s actual pay rate during the course of the Plan Year. Thus, any changes to pay rates throughout the Plan Year will not affect the amount of Participant LTD Plan contributions for that Plan Year.
2. The annual LTD valuation performed each year by the Plan Actuary will continue to determine the required contributions based on the Original Procedures. In addition, so long as this MOU remains in effect, the Plan Actuary will annually determine the additional expense to the Plan associated with the new ABBR Methodology (the “ABBR Expense”), utilizing for such determination actuarial assumptions and methodology approved by the Administrative Committee of the Plan. To the extent that the difference between the Plan’s administrative expenses for actuarial valuation purposes utilizing the Original Procedures and the Plan’s administrative expenses after inclusion of the ABBR Expense is greater than zero, the Company will reimburse the Plan an amount equal to such difference, with interest equal to the Plan’s assumed rate of investment return as in effect from time to time. Such reimbursement shall be transmitted by the Company to the Trust concurrent with Company required contributions.
3. The parties recognize that adoption of the ABBR Methodology for purposes of administration of Pilot contribution payroll deductions by the Company primarily benefits the Company and that, without the methodology adopted under this MOU, would entail additional administrative expense to the Plan, a portion of which additional expense would necessarily be passed through to participating Pilots. The purpose of this MOU is to ensure that the administrative burden on the Company can be fairly ameliorated without imposing additional expense to the Plan or to participating Pilots. Accordingly, it is expressly understood that adoption of the ABBR Methodology with Company reimbursement of all ABBR Expenses, shall not adversely affect Plan funding requirements, Company or Pilot contributions to the Plan, Pilot imputed income derived from Company contributions, the amount of benefits payable to participating Pilots or the tax-free character of such benefits.
4. The amount of Pilot benefits under the LTD Plan shall be based on the greater of: (i) actual Pilot compensation or (ii) the ABBR, as in effect on the Pilot’s date of disability as determined by the Administrative Committee.

5. This Memorandum of Understanding shall become effective upon signing and shall run concurrent with the provisions of Section 25 of the basic Agreement, *provided*, however, that, by written notice delivered not later than November 1 of any year subsequent to the effective date of the MOU, either party may withdraw from this agreement, for any reason whatsoever, effective January 1 of the following year. The notifying party will fund the actual cost of reversing the administrative change.

IN WITNESS HEREOF, the parties have executed this Memorandum of Understanding this 25th day of October, 2017.

FOR UNITED AIRLINES, INC.

FOR THE UNITED MASTER EXECUTIVE
COUNCIL

Richard Mayes
Managing Director
Health and Welfare

Captain Todd Insler, Chairman
United Airlines MEC
Air Line Pilots Association, International

P. Douglas McKeen
Senior Vice President
Labor Relations

MOU 20-01 COVID-19 Virus

Memorandum of Understanding
between
UNITED AIRLINES, INC.
and
THE AIRLINE PILOTS
in the service of
UNITED AIRLINES, INC.
as represented by the
AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

WHEREAS, the parties have discussed the COVID-19 virus pandemic and its immediate impact on the Pilots and their families; and

WHEREAS, the parties desire to publish the most reliable schedules for pilots;

NOW THEREFORE, the parties agree as follows:

- A. Pay protection – any Pilot who is directed to be quarantined by an authorized government or medical official or is diagnosed with the COVID-19 virus or who has to self-quarantine because a member of their household is diagnosed with the COVID-19 virus, will have their duty dropped. Lineholders LPV will be reduced but their PTC will not be reduced. Reserves will not receive any LPV but will not have MPG reduced. In addition to standard enroute sick leave provisions, a pilot who is quarantined or who becomes ill with COVID-19 or is exhibiting flu like symptoms after departing on a Trip and is unable to return to base will receive per diem until he actually returns.
- B. Sick leave – any Pilot who calls in sick and is subsequently diagnosed with the COVID-19 virus will have such sick leave restored.
- C. Absence Monitoring – Pilots will be permitted to use sick leave for themselves or to care for anyone in their household who is exhibiting flu like symptoms.
 - A. Pilots will not be placed in Dependability Monitoring for any sick leave use while this Memorandum of Understanding is in effect.
 - B. No sick leave taken during the period of time this Memorandum of Understanding is in effect will count against any pilot for purposes of Dependability Monitoring.
- D. If a Pilot or a member of their household is diagnosed with the COVID-19 virus, the Pilot may be required to provide written verification.

E. Additional Scheduling Modifications

- A. Notwithstanding the PBS timeline in Section 20-C-1 and the Trip Trading timeline in Section 20-P, with ALPA SSC concurrence these timelines may be modified as necessary.
- B. With ALPA SSC concurrence, additional Surplus Reduction Lines may be offered following PBS awards in seniority order. Further, with ALPA SSC concurrence, Lineholders may be restricted from picking up Trips dropped as a result of these post award SRLs.

This Memorandum of Understanding shall become effective upon execution and shall remain in effect until such time as the United States Center for Disease Control declares that COVID-19 is no longer an epidemic in the United States, but no less than ninety (90) days.

IN WITNESS HEREOF, the parties have executed this Memorandum of Understanding this day of _____, 2020.

FOR UNITED AIRLINES, INC.

FOR THE UNITED MASTER EXECUTIVE COUNCIL

Bryan Quigley
Sr. Vice-President, Flight Operations
United Airlines, Inc.

Captain Todd Insler, Chairman
United Airlines MEC
Air Line Pilots Association, International

Paul Carlson
Managing Director
Pilot Contract Administration
United Airlines, Inc.

MOU 21-02 FSAP MOU 2021



Memorandum of Understanding

© Copyright 2021 United Airlines, Inc. All rights Reserved

This document is proprietary property of United Airlines and its vendors. The information in this document shall not be disclosed outside the United Airlines organization and shall not be duplicated, used, or disclosed whether in whole or in part for any purpose other than those expressly provided for by United Airlines, Inc.

RECORD OF REVISIONS**Flight Safety Action Program (FSAP) Memorandum of Understanding (MOU)**

REVISION NUMBER	DATE	NAME AND FILE NUMBER	REMARKS
1	8/27/14	S. Mabrey U294624	New MOU for the integrated Pilot group. Document was composed based on the FAA MOU Template version 1.6.1 with Signatories paragraph revised.
2	08/27/16	M. Parangalan U259233	MOU renewed
3	03/11/2021	E. Nystrom U337627	Updated MOU based on FAA MOU Template 2.0.1, June 2, 2020 and in compliance with Advisory Circular AC120-66C

LIST OF EFFECTIVE PAGES

All pages, March 11, 2021

MEMORANDUM OF UNDERSTANDING (MOU)

We the parties of this MOU agree to work together to review, analyze, and resolve safety events submitted to the Aviation Safety Action Program (ASAP).

This MOU is between the Federal Aviation Administration (FAA), United (UAL), and participating labor groups for employees if they wish to participate.

1. **OPERATOR INFORMATION.** United (CALA) holds an air carrier certificate issued under 14 C.F.R. Part 121 and conducts its operations as authorized in (CALA)s Operations Specifications (OpSpecs). United operates approximately 788 aircraft, and employs approximately 13,000 Pilot employees related to this MOU. The Pilot employees are represented by the Air Line Pilots Association.
2. **PURPOSE OF THIS MOU.** The FAA, United, and any participating labor groups are committed to improving flight safety. Each party has determined that safety is enhanced if there is a systematic approach for employee groups to promptly identify and correct potential safety hazards. The primary purpose of the United ASAP is to identify safety events and to implement corrective measures that reduce the opportunity for safety to be compromised. In order to facilitate flight safety analysis and corrective action, the FAA, United, and the participating employee labor groups agree to implement this ASAP voluntarily. This ASAP is intended to improve organizational safety through self-reporting, cooperative follow up, and appropriate corrective action. This ASAP is based on a safety partnership that includes the FAA and the eligible entity, and may include a third party, such as the employees labor group or safety organization serving as an ASAP facilitator. To encourage an employee to voluntarily report safety issues, enforcement-related incentives have been designed into the program.
3. **BENEFITS.** The program will foster a voluntary, cooperative, nonpunitive environment for the open reporting of safety concerns. Through such reporting, all parties will have access to valuable safety information that may not otherwise be obtainable. This information will be analyzed in order to develop mitigation strategies and employee corrective actions if necessary to help solve safety issues and possibly eliminate deviations from Title 14 of the Code of Federal Regulations. For a report accepted under this ASAP MOU, the FAA will not use any enforcement action to address certain apparent violations of the regulations. This policy is referred to in this MOU as an enforcement-related incentive.
4. **APPLICABILITY.** The United ASAP applies to all Pilot employees of United and only to events that occur while acting within the scope of their employment with United and their contractors (if applicable). Reports of events involving apparent noncompliance with Title 14 of the Code of Federal Regulations that appear to involve intentional or reckless conduct, criminal activity, substance abuse, controlled substances, alcohol, or intentional falsification are excluded from the program. Reports of events that directly involve an employee but that occurred while he or she was acting outside the scope of his or her employment for the eligible entity are also excluded.
5. **DECISION-MAKING.** The success of an ASAP is built on the ability of the event review committee (ERC) to achieve consensus on the acceptance or exclusion of each event that is reported.

Consensus of the ERC means the voluntary agreement of all representatives of the ERC. The ERC reaches a consensus when deciding whether to accept a report into the program and when deciding on corrective action recommendations related to the reporter, arising from the event (except as provided in paragraph 6, below).

6. **AUTHORITY.** This Agreement is entered into under the authority of 49 U.S.C. 106(1) and (m). The FAA retains all its legal authority and responsibilities contained in Title 49 of the United States Code, as referenced in FAA Order 2150.3 and in the FAA Compliance and Enforcement Program (as amended). In the event there is not a consensus of the ERC on decisions concerning a report involving an apparent violation(s), reckless or intentional violation conduct, or a qualification or medical certification issue, the FAA ERC representative decides whether to accept or reject the report.
7. **TERMS OF THIS AGREEMENT.** All ASAPs, whether new or previously established, enter as continuing programs. A review of a continuing program is required every 2 years to ensure its objectives are met. The review is accomplished by all signatories of the MOU.
8. **VOLUNTARY WITHDRAWAL.** Any signatory party to the MOU may withdraw from the MOU at any time and for any reason. The withdrawal of a party, or the termination or modification of a program, will not adversely affect anyone who acted in reliance on the terms of a program in effect at the time of that action (i.e., when a program is terminated, all reports and investigations that were in progress are to be handled under the provisions of the program until they are completed).
9. **POINTS OF CONTACT.** The ERC is comprised of a management representative from the eligible entity, a representative from the employee labor group (if applicable), and a specifically qualified FAA inspector from the appropriate Flight Standards office for United, or his or her designated alternates as appropriate. In addition, United will designate one person who will serve as the ASAP manager. The ASAP manager will be responsible for program administration, including the development and regular maintenance/updating of an ASAP manual or other process document that defines the nature, policy, and procedures of the ASAP and its participants. In some cases (while not ideal), the ASAP manager is also the company management representative to the ERC and may perform both functions. Management officials (other than the airline representative) of any party to this MOU should not be voting members of the ERC and should refrain from influencing any ERC decisions.
10. **ACCEPTANCE POLICY.** The following criteria are met in order for a report to be accepted under the ASAP:

(1) ASAP reports are accepted unless excluded by one of the criteria listed below:

(a) Any possible noncompliance with Title 14 of the Code of Federal Regulations disclosed in the report that involves reckless or intentional violation conduct.

Note: There is a narrow circumstance under which the ERC considers acceptance of a report despite the intentionality of a violation. Under 14 C.F.R. 91.3(b), in an in flight

emergency requiring immediate action, the Pilot-in-Command may deviate from any rule in 14 C.F.R. Part 91 to the extent required to meet that emergency. In considering accepting the report, the ERC should evaluate whether such action may have been the safest course given the circumstances at the time of the incident. If the deviation was the result of an event outside the control of the Pilot or not otherwise evidencing a lack of diligence, e.g., to address a flight threatening mechanical malfunction, the ERC may determine that acceptance of the report is appropriate.

(b) The reported event involves criminal activity, substance abuse, controlled substances, alcohol, or intentional falsification. Reports involving those events will be referred to the appropriate FAA office for further handling. The FAA may use the content of such reports for any FAA action and will refer such reports to law enforcement agencies, if appropriate

(c) The report discloses an event that involves an employee acting outside the scope of his or her employment for the eligible entity.

Note: The ERC may exclude a report that reflects an instance of a repeated act of the same or similar noncompliance by the same individual due to a common root cause that was previously accepted and addressed with corrective action under the ASAP.

(2) Timeliness. In past iterations of ASAP policy, emphasis was placed on meeting strict time period requirements as a condition for acceptance of reports. While timeliness considerations are generally still a relevant factor in determining whether to accept a report, the responsibility of the ERC now is to review all information available and determine whether acceptance of the report is in the best interest of safety. Timeliness considerations, however, do not apply to sole-source reports.

11. EMPLOYEE FEEDBACK. The ASAP manager, in coordination with the ERC, publishes pertinent event recaps, data, and trend information derived from filed and processed reports, and ASAP analysis in accordance with United's defined procedures. Any employee who submitted a report may also contact the ASAP manager to inquire about the status of his or her report. In addition, each employee who submits a report accepted under the ASAP receives individual feedback on the final disposition of the report.

12. INFORMATION AND TRAINING. Each United participating employee and manager receives written guidance outlining the details of the program at least 2 weeks before the program begins. Each participating employee group also receives additional instruction concerning the program during the next regularly scheduled recurrent training session, and on a continuing basis in recurrent training thereafter. All new-hire employees receive training on the program during initial training.

13. RECORDKEEPING. All documents and records regarding this program are kept by the United ASAP manager and made available to the other parties of this agreement at their request. The parties should maintain those records necessary for a programs administration and evaluation and as required by law. Records submitted to the FAA for review relating to an ASAP are protected to the extent allowed by law.

14. DEVELOP A POLICY AND PROCEDURES MANUAL. The ERC is encouraged to develop and maintain a manual outlining ASAP processes and procedures for reviewing and analyzing reports. Information for developing this manual can be located on the FAA Flight Standards ASAP website at <http://www.faa.gov/about/initiatives/asap> under Lessons Learned for ERCs Policy and Procedures.

15. SIGNATORIES. All parties to this ASAP are entering into this agreement voluntarily.

DocuSigned by:

0813CEC160E0420...

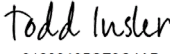
3/15/2021

Bryan Quigley

Date

Senior Vice President

Flight Operations, United Airlines

DocuSigned by:

81293105CF9C4AB...

3/15/2021

Todd Insler

Date

UAL MEC Chairman

Air Line Pilots Association

DocuSigned by:

BF1C1EDB255F468...

3/15/2021

Hans C. Larsen

Date

Manager

FAA CHDO for United Airlines

Above named operator voluntarily withdrawn from the ASAP program by

Name:

Title:

Signature:

Effective Date:



U.S. Department
of Transportation

Aviation Safety

800 Independence Avenue
Washington, Dc 20591

**Federal Aviation
Administration**

March 11, 2021

Ms. Sasha Johnson

Vice President, Corporate Safety

United Airlines Inc.

233 South Wacker Drive

Chicago, IL 60606 sasha.johnson@united.com Dear Ms. Johnson:

This letter addresses the connection between the United Airlines (United) Flight Safety Action Program (FSAP) and its Flight Safety Investigation (FSI) program, and the applicability of Advisory Circular 120-66C and the United FSAP Memorandum of Understanding (MOU) to both programs.

Events reported by United Pilots under the United FSAP may, under certain circumstances, be subject to a United FSI. The FSI, which involves a specialized investigation of reported events, is considered to be an integral part of United's safety reporting system and culture. As part of an FSI, representatives from United and the Air Line Pilots Association (ALPA) (who are not members of the FSAP Event Review Committee (ERC)) interview a Pilot about an event he or she reported under the FSAP during a flightcrew debrief. While the FSAP ERC does not participate in flightcrew debriefs, it provides input to the United and ALPA FSI representatives regarding the type and scope of questions the ERC believes should be presented to the Pilot during the debrief. Additionally, the FSI representatives obtain and analyze additional data associated with a reported event, and the Federal Aviation Administration's (FAA) representatives participate in the analysis. FSI representatives provide their findings to the FSAP ERC. After the FSAP ERC reviews the findings, it participates in discussions about an event with FSI representatives at the FSI Incident Review Conference (IRC). Following the IRC, the FSI representatives recommend corrective action for the reported event to the FSAP ERC. The FSAP ERC approves or modifies the recommendation for corrective action.

In view of this connection and information flow between the United FSAP and FSI program, the FAA considers the flightcrew debrief and other data obtained during the FSI to be an extension of a Pilot's FSAP report and of the FSAP ERC investigation. As such, the FSAP protections (*see, e.g.*, FAA Advisory Circular (AC) 120-66C, paragraphs 16 and 20) and exclusions (*see, e.g.*, AC 120-66C, paragraph 18)

https://www.faa.gov/regulations_policies/advisory_circulars/index.cfm/go/document.information/documentID/1037363 that flow from the FSAP MOU to FSAP reports and to information

obtained by an FSAP ERC investigation apply to the same extent to the flightcrew debrief and other information obtained during the FSI. Additionally, other data received during the FSI and provided to the FSAP ERC is subject to the protections provided by regulation or policy for that

type of information, *e.g.*, Title 14 Code of Federal Regulations section 13.401 applies to Flight Operational Quality Assurance information.

The FAA acknowledges that Aviation Safety Action Program (ASAP) and air carrier investigations of reported events have evolved, and that air carriers have developed processes or programs, beyond the routine ERC review, that provide for in-depth extensive analysis of certain incidents or significant events reported under an ASAP program. The FAA regards those in- depth analysis processes and programs, such as FSI, as natural extensions of ASAP, and therefore covered under the policy in AC 120-66, as amended, and that carrier's ASAP MOU.

I trust this addresses any concerns relating to the Flight Standards Service's view of the interrelationship between the United FSAP and its FSI program.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Rick Domingo', with a long vertical line extending downwards from the end of the signature.

Rick Domingo

Executive Director, Flight Standards Service

MOU 21-03 Operations Familiarization for New-Hire Pilots

MEMORANDUM OF UNDERSTANDING

between
UNITED AIRLINES, INC.
and
THE AIR LINE PILOTS
in the service of
UNITED AIRLINES, INC.
as represented by
THE AIR LINE PILOTS ASSOCIATION,
INTERNATIONAL

THIS MEMORANDUM OF UNDERSTANDING is made and entered into in accordance with Title II of the Railway Labor Act, as amended, by and between UNITED AIRLINES, INC. (hereinafter referred to as the "Company") and the AIR LINE PILOTS ASSOCIATION, INTERNATIONAL (hereinafter referred to as "ALPA" or the "Association").

Whereas, the FAA's Pilot Professional Development regulation includes a requirement that new-hire Pilots complete 'operations familiarization' before serving as a flight crew member in operations; and

Whereas, the regulation requires that all Pilots completing operations familiarization must occupy the observer seat on the flight deck and have access to and use an operational headset, for a minimum of two (2) operating cycles; and

Whereas, the regulation requires that operations familiarization may be completed during or after basic indoctrination training, but must be completed before the Pilot begins operating experience; and

Whereas, this final rule applies to all new-hire Pilots who begin basic indoctrination training on or after April 27, 2022;

Now therefore, the parties hereby agree as follows:

1. All new-hire Pilots must complete operations familiarization after the first day of basic indoctrination training and before the completion of Qualification training curriculum (such completion currently being a 'DIFF 2' event on the B756 fleet and an LOE on all other fleet types). Operations familiarization consists of two (2) operating cycles in any mainline aircraft type. A new-hire Pilot who fails to complete operations familiarization shall be placed on unpaid status, after completion of Qualification training curriculum, and shall remain on unpaid status until four (4) days after completing operations familiarization or until the start of IOE, whichever is earlier.

2. A new-hire Pilot who completes operations familiarization and submits all required documentation before completion of Qualification training curriculum shall receive four (4) hours of Add Pay, except that the Pilot shall not receive Add Pay if one (1) of the following conditions is satisfied:
 - a. The Pilot has four (4) or more consecutive days that pay two and eight-tenths (2.8) hours per day toward LPV, in accordance with Section 3-G-3.
 - b. The Pilot has three (3) or more consecutive days off during aircraft training.
3. The new-hire Pilot shall be provided PS5 positive-space authorization for the two (2) operating cycles; the Pilot is not permitted, nor is the Company required, to book over the positive-space authorization levels. The PS5 positive-space authorization is permitted only for flights that begin and end in the forty-eight (48) contiguous United States (CONUS), except that the authorization may also be used for any nonstop flights between DEN and Hawaii or Alaska that are operated by the aircraft type of the Pilot's initial aircraft training. For any flights arriving into DEN (or other city used for training), the Pilot must have a scheduled online backup flight (including United Express). Both the primary and backup flights must be scheduled to arrive at DEN (or other city used for training) no later than two (2) hours prior to any scheduled training activity.
 - a. The Company shall develop and maintain a process for the new-hire Pilot to exchange seats, if necessary, with a United Airlines Pilot who is occupying a flight deck jumpseat; such process may include a requirement for the new-hire Pilot to check in with the flight's Customer Service Representative. If a jumpseat has not been booked by a United Airlines Pilot thirty (30) minutes prior to scheduled departure, the new-hire Pilot may be booked in the jumpseat and the PS5 authorization canceled.
 - b. If the new-hire Pilot's PS5 authorization is canceled in accordance with sub-paragraph a above, and if the new-hire Pilot is subsequently displaced from the jumpseat by a senior United Airlines Pilot, then for any flights arriving into DEN (or other city used for training), upon request the Company will either restore the new-hire Pilot's PS5 booking on that flight, or create a new PS5 booking on the backup flight or any other flight routing that returns the Pilot in time for their next scheduled training event (including overselling and removing a revenue passenger to accommodate the new-hire Pilot).
4. A new-hire Pilot on operations familiarization is not eligible for lodging, per-diem, or any other expense reimbursement. However, if due to operational delays, cancellations or diversions the Pilot is required to overnight at an out-station, the Pilot may submit reasonable, actual lodging expenses.
5. A new-hire Pilot may use On-Line positive space transportation in accordance with Section [9-D-2](#) in conjunction with this operations familiarization requirement. When doing so, the new-

hire Pilot is not required to travel only to and from their primary residence or Base, provided the combined travel starts or ends at such primary residence or Base and is scheduled for the same or adjacent days. For example, a Pilot training in Denver who resides in ORD may elect to schedule an operations familiarization flight from ORD to MCI then use the [9-D-2](#) entitlement from MCI to DEN. Additionally, said Pilot may elect to use the [9-D-2](#) entitlement from ORD to MCI then schedule an operations familiarization flight from MCI to DEN.

6. The flight crew operating the flight is expected to assist the new-hire Pilot in completing their operations familiarization requirement, to the best of the flight crew's abilities given the operational circumstances.

This Memorandum of Understanding shall become effective upon signing, shall be implemented starting no later than with the first basic indoctrination training class on or after the date the operations familiarization rule takes effect (currently April 27, 2022), and shall run concurrently with the provisions of Section 25 of the basic Agreement, except that the MOU shall terminate if operations familiarization ceases to be an FAA requirement or if the requirement substantively changes.

IN WITNESS THEREOF, the parties have signed this Memorandum of Understanding dated this ____ day of July 2021.

FOR UNITED AIRLINES, INC.

FOR THE UNITED MASTER EXECUTIVE
COUNCIL

Bryan Quigley
Sr. Vice-President, Flight Operations
United Airlines, Inc.

Captain Todd Insler
Chairman, United Airlines MEC
Air Line Pilots Association, Int'l

MOU 21-04 Guam Retirement Moves

MEMORANDUM OF UNDERSTANDING
between
UNITED AIRLINES, INC.
and
THE AIR LINE PILOTS
in the service of
UNITED AIRLINES, INC.
as represented by
THE AIR LINE PILOTS ASSOCIATION,
INTERNATIONAL

THIS MEMORANDUM OF UNDERSTANDING is made and entered into in accordance with Title II of the Railway Labor Act, as amended, by and between UNITED AIRLINES, INC. (hereinafter referred to as the "Company") and the AIR LINE PILOTS ASSOCIATION, INTERNATIONAL (hereinafter referred to as "ALPA" or the "Association").

Whereas, LOA 12-01 Paragraph H-3 and Paragraph H-5-e-(1) only provide for paid retirement moves to the U.S. mainland; and

Whereas, there may be Pilots who upon retirement would elect to use the paid move entitlement under LOA 12-01 to ship goods from Guam to Hawaii, rather than the U.S. mainland.

Now therefore, the parties hereby agree as follows:

1. So long as the Company's contracted vendor maintains the ability to facilitate the shipment of goods pursuant to LOA 12-01 from Guam to Hawaii, the Company will allow the shipment of goods to Hawaii for retirement moves under LOA 12-01.
 - a. Individual Pilots will be billed for any additional costs associated with the shipment of goods from Guam to Hawaii that are above and beyond what the cost would be to ship goods from Guam to the U.S. mainland.
2. In the event the Company's contracted vendor ceases to maintain the ability of facilitating such shipments from Guam to Hawaii, the Company is under no obligation to provide such ability.
 - a. The Company has no obligation to ensure that any future vendor maintains the ability to ship goods from Guam to Hawaii.
 - b. The Company will provide the Association with sixty (60) days' advance notice of the vendor ceasing to provide for such paid move to Hawaii, unless the vendor provides the Company with less than sixty (60) days' notice.

This Memorandum of Understanding shall be effective upon signing and shall remain in full force and effect concurrent with Section 25 of the basic Agreement.

IN WITNESS THEREOF, the parties have signed this Memorandum of Understanding dated this ____ day of July 2021.

FOR UNITED AIRLINES, INC.

FOR THE UNITED MASTER EXECUTIVE
COUNCIL

Bryan Quigley
Sr. Vice-President, Flight Operations
United Airlines, Inc.

Captain Todd Insler
Chairman, United Airlines MEC
Air Line Pilots Association, Int'l

MOU 21-07 Medical Rate Setting

MEMORANDUM OF UNDERSTANDING
between
UNITED AIRLINES, INC.
and
THE AIR LINE PILOTS
in the service of
UNITED AIRLINES, INC.
as represented by
THE AIR LINE PILOTS ASSOCIATION,
INTERNATIONAL

Whereas, the Company and the Association have established a process for medical rate setting, which was set forth in Letter of Agreement 5 entered into December 18, 2012 (“LOA 5”), and subsequently modified by Letter of Agreement 42 entered into September 20, 2016 (“LOA 42”) (collectively, the “Medical Rate LOAs”); and

Whereas, Section III.B of LOA 5 requires that all projections of claims used for purposes of rate setting must be based on “best estimate” assumptions as mutually agreed to in advance by the Company Actuary and the ALPA Actuary, including such assumptions as health trends, anticipated enrollments, relative plan values, benefit changes, adjustments for claims accrual, changes in relevant demographics, morbidity and non-recurring events; and

Whereas, LOA 42 established a methodology for determining the actuarial assumption for medical and prescription drug trends that would be applied to claims experience beginning with the 2015 Determination Year for purposes of projecting costs beginning with the 2016 Determination Year, which is set forth in Exhibit A to LOA 42; and

Whereas, the Company and the Association acknowledge that as a result of the effects of COVID-19 on medical utilization in the 2020 and 2021 Determination Years, the methodology set forth in Exhibit A to LOA 42 may potentially yield projections for the 2022 and 2023 Determination Years that are not consistent with the best estimates of the Company Actuary and the ALPA Actuary;

THEREFORE, the Parties to this Memorandum of Understanding hereby agree to apply LOA 42 as follows, solely with respect to determining claims experience for the 2020 and 2021 Determination Years to set medical and prescription drug rates for the 2022 and 2023 Determination Years:

1. Claims experience for the 2020 Determination Year to set medical and prescription drug rates for the 2022 Determination Year shall be determined based on an assumption of a 4.5% increase in medical costs and a 7.5% increase in prescription drug costs.
2. Claims experience for the 2021 Determination Year to set medical and prescription drug rates for the 2023 Determination Year shall be determined solely in accordance

with Part 2 of Exhibit A to LOA 42, and without regard to Parts 1 and 3 of Exhibit A to LOA 42, as follows:

- a. The medical trend rate will equal the average of the medical trend rates from the Provided Health Care Trend Survey Result as selected by the ALPA actuary and the Company actuary; and
 - b. The prescription drug trend rate will equal the average of the prescription drug trend rates from the Provided Health Care Trend Survey Result as selected by the ALPA actuary and the Company actuary.
3. Claims experience for the 2022 Determination Year and thereafter to set medical and prescription drug rates for the 2024 Determination Year and thereafter shall be determined in accordance with Exhibit A to LOA 42 in its entirety.
 4. The application of LOA 42 as set forth herein reflects the actuaries' best estimates as of the date of this Memorandum of Understanding solely with respect to the setting of medical and prescription drug rates for the 2022 and 2023 Determination Years, and may not be relied upon as precedent with respect to the setting of medical and prescription drug rates for any subsequent Determination Year.

IN WITNESS HEREOF, the parties have executed this Memorandum of Understanding this ____ day of October, 2021.

FOR UNITED AIRLINES, INC.

Bryan Quigley
Sr. Vice-President, Flight Operations
United Airlines, Inc.

AS WITNESSESED BY:

Mike D. Hansen
Managing Director
Labor Economics and Labor Relations
United Airlines, Inc.

FOR THE UNITED MASTER EXECUTIVE
COUNCIL

Captain Todd Insler
Chairman, United Airlines MEC
Air Line Pilots Association, Int'l

AS WITNESSESED BY:

First Officer Jeff Brown
Chairman
UAL MEC Negotiating Committee
Air Line Pilots Association, Int'l

GRIEVANCE SETTLEMENT

SETTLEMENT AGREEMENT
between
UNITED AIRLINES, INC.
and the
AIR LINE PILOTS
in the service of
UNITED AIRLINES, INC.
as represented by the
AIR LINE PILOTS ASSOCIATION,
INTERNATIONAL

WHEREAS, the parties agree that contractual violations resulting in a Pilot losing a voluntary flying opportunity (such as a premium pick up, senior man assignment, "straight time" pick up or Trip trade) should be remedied in a manner consistent with the following, and

WHEREAS, the parties agree that timely notification and resolution of such errors is beneficial to the Association, the affected Pilot and the Company,

THEREFORE, in full and final settlement of ALPA Case Nos. - - -

The parties agree to the following:

- A. Notification and Confirmation of Errors Relating to Senior Man ("SRM"), Premium Pick-Ups ("PPU"), other Pick-ups or Trip trades
 1. The Pilot shall not intentionally delay notifying the Company of an error, nor shall the Company intentionally delay confirmation of an error. Once an error is confirmed the Company shall promptly attempt to contact the Pilot to confirm the error occurred. For the purpose of this Agreement, the "time of confirmation" shall be the time contact is made with the Pilot to inform him of confirmation of the error.
 2. Except for cases of Trip trade errors that include a drop and except for cases when the Pilot's schedule contains one (1) or more Trips that overlap the Trip erroneously denied, if the time of confirmation occurs prior to the scheduled report time of the Trip, the Pilot shall be treated in accordance with Paragraph B, below.
 3. Except for cases of Trip trade errors that include a drop and except for cases when the Pilot's schedule contains one (1) or more Trips that overlap the Trip erroneously denied, if the time of confirmation occurs after the scheduled report time of the Trip, the Pilot shall be treated in accordance with Paragraph C, below.
 4. Trip trade errors that include a drop shall be treated in accordance with Paragraph D, below.
 5. If at the time of confirmation the Pilot's schedule contains one (1) or more Trips that overlap the day(s) of the Trip erroneously denied, the Pilot shall be treated in accordance with Paragraph E, below.
- B. Confirmation of a SRM, PPU or other Pick-Up Error Prior to the Scheduled Report Time of the Trip

1. At the time of confirmation, the Pilot may elect one of the following options:
 - a. AV Days:
 1. The Pilot may elect to convert the day(s) covered by the Trip erroneously denied to availability ("AV") days in accordance with either Section [20-F-1-a-\(1\)](#) or [20-F-1-a-\(3\)](#) based upon the time of confirmation.
 2. After satisfying his [20-F-1](#) obligation, the Pilot shall have his PTC increased by the greater of the Trip erroneously denied or any Trip(s) assigned as a result of the [20-F-1](#) obligation.
 3. Any SRM or PPU Add Pay attached to the Trip erroneously denied shall be "banked" as if the error did not occur. A [20-F-1](#) assignment, if any, will not change any previously "banked" Add Pay. For example, a Pilot was denied a three (3) day SRM Trip worth seventeen (17) hours with 100% Add Pay. On AV days, the Pilot receives a [20-F-1](#) assignment worth twenty (20) hours. The Pilot's PTC shall be increased by twenty (20) hours and he shall receive seventeen (17) hours of Add Pay.
 - b. No Obligation
 1. If the Pilot elects not to convert the days to AV he will receive no increase in PTC or Add Pay for the erroneously denied Trip.
 2. The Pilot shall have no obligation to the Company over the affected Trip day(s).
- C. Confirmation of a SRM, PPU or other Pick-Up Error After the Scheduled Report Time of the Trip
1. At the time of confirmation, the Pilot may elect one of the following options (note that if the Company declines to offer option a, the Pilot is limited to option b):
 - a. AV Days:
 1. If offered by the Company, the Pilot may elect to sit AV in accordance with Section [20-F-1-a-\(1\)](#) on consecutive, mutually-determined days and the Pilot will receive one (1) hour of additional Add Pay per AV day.
 2. After satisfying his [20-F-1](#) obligation, the Pilot shall have his PTC increased by the greater of the Trip erroneously denied or any Trip(s) assigned as a result of the [20-F-1](#) obligation.
 3. Any SRM or PPU Add Pay attached to the Trip erroneously denied shall be "banked" as if the error did not occur. A [20-F-1](#) assignment, if any, will not change any previously "banked" Add Pay.
 - b. If the Company chooses not to offer AV Days in accordance with C.1.a, or if offered and the Pilot chooses not to elect option C.1.a:
 1. The Pilot shall be paid the scheduled value of the Trip, including Add Pay, entirely as Add Pay.
 2. The Pilot shall have no further obligation to the Company.

- D. Remedy for Trip trade errors that include a drop:

1. The Pilot's PTC shall reflect the greater of the scheduled pay value of the two Trips (or the combined scheduled pay value of multiple Trips, in the event of a complex Trip trade).
 2. The Pilot's Add Pay shall reflect the greater of the Add Pay (as measured at the time the error occurred) of the two Trips (or the combined scheduled pay value of multiple Trips, in the event of a complex Trip trade).
 3. The Pilot shall be credited a vacation day(s) for each extra day worked due to the error, if any.
 - a. Vacation days credited by the last day of the November Bid Period shall be added to the scheduled vacation in the upcoming vacation year.
 - b. For example, vacation days credited in October 2016 shall be added to the scheduled vacation used in the vacation year that runs from May 2017 to April 2018.
 - c. For example, vacation days credited in January 2017 shall be added to the scheduled vacation used in the vacation year that runs from May 2018 to April 2019.
- E. Notwithstanding Paragraphs B and C above, if at the time of confirmation the Pilot's schedule contains one (1) or more Trips that overlap the day(s) of the Trip erroneously denied, then the error shall be treated as a Trip trade error in accordance with Paragraph D, except that Paragraph D.3 shall not apply.
1. If the Pilot operated multiple Trips that overlap with the Trip day(s) of the Trip erroneously denied, the multiple overlapping Trips shall be considered a single Trip for the purpose of this Paragraph E.
 2. For example, a Pilot was erroneously passed over for a SRM assignment for a Trip with a scheduled pay value of fifteen (15) hours with fifteen (15) hours of Add Pay, occurring on the 10th – 12th. At the time of confirmation, the Pilot's schedule reflected the following additional voluntary modifications:
 - a. A PPU Trip on the 11th with a scheduled pay value of eight (8) hours and four (4) hours of Add Pay, and
 - b. A "straight time" Trip on the 12th – 13th worth ten (10) hours.

In this case, the Pilot's pay would reflect the following:

	Erroneously Denied Trip	Overlapping Trip(s)
PTC	15 Hours	8 Hours + 10 Hours = 18 Hours
Add Pay	15 Hours	4 Hours

The Pilot would be paid the PTC of the overlapping Trips, because it is greater than that of the Trip erroneously denied. He would be paid the Add Pay of the Trip erroneously denied, because it is greater than the Add Pay associated with the overlapping Trip(s), as measured at the time the error occurred in both cases. The Pilot's total compensation would be 33 hours [18 hours PTC plus 15 hours Add Pay].

3. For example, a Pilot was erroneously passed over for a SRM assignment for a Trip with a scheduled pay value of fifteen (15) hours with fifteen (15) hours of Add Pay, occurring on the 10th – 12th. At the time of confirmation, the Pilot's schedule reflected the following additional voluntary modification: A PPU Trip on the 12th – 14th with a scheduled pay value of sixteen (16) hours and sixteen (16) hours of Add Pay.

In this case, the Pilot's pay would reflect the following:

	Erroneously Denied Trip	Overlapping Trip(s)
PTC	15 Hours	16 Hours
Add Pay	15 Hours	16 Hours

The Pilot would be paid the PTC of the overlapping Trip, because it is greater than that of the Trip erroneously denied. He would be paid the Add Pay of the overlapping Trip, because it is greater than the Add Pay associated with the Trip erroneously denied, as measured at the time the error occurred in both cases. The Pilot's total compensation would not change from the 32 hours [16 hours PTC plus 16 hours Add Pay] that existed at the time the Company confirmed the error.

If this accurately reflects our understanding, please sign and return two (2) copies for our files.

Dated this 15th day of June 2016.

For Air Line Pilots Association

For United Airlines, Inc.

 First Officer Joe Pedata
 Chairman
 UAL-MEC Grievance Committee

 Justin Doane
 Director
 Labor Arbitration

SETTLEMENT AGREEMENT
between
UNITED AIRLINES, INC.
and the
AIR LINE PILOTS
in the service of
UNITED AIRLINES, INC.
as represented by the
AIR LINE PILOTS ASSOCIATION,
INTERNATIONAL

In full and final settlement of the Company and ALPA's dispute concerning the application of Section [20-A-3](#), the parties agree as follows:

- A. The parties agree that the following sequence of events, used as an example, is permissible under Section [20-A-3](#):
- 1) A Captain trip is open;
 - 2) The companion First Officer trip is currently assigned to a low-time First Officer;
 - 3) Using allowable UPA procedures, the Company may assign the open Captain trip to a low-time Captain or avoid the conflict by utilizing a Captain without low-time;
 - 4) If the Company assigns a low-time Captain, the low-time First Officer will be removed from his trip expeditiously, using the provisions of Section [20-F](#).
 - 5) If the trip is augmented and the 'flying' First Officer trip is now open, then the Company will expeditiously start the following process:
 - a. The Company will try to assign the open 'flying' First Officer trip in accordance with Section 20-I. The parties agree that Section 20-I-12 may not be used to reassign the IRO (relief pilot) to the 'flying' First Officer trip.
 - b. After exhausting previous steps in Section 20-I, the IRO First Officer may be reassigned to the 'flying' First officer trip under Step Five.
 - c. Once the IRO First Officer is reassigned to the 'flying' First Officer trip and the IRO First Officer assignment is open, the low-time First Officer may be assigned to the 'IRO' First Officer trip pursuant to Section 20-I.
- B. The parties further agree that if the Company's application of Section 20-A-3 results in a situation that requires "changes to existing assignments in order to comply with such restrictions", then for purposes of Section 20-I-8-b, any trips that become open due to the application of Section 20-A-3 shall be considered to have become open at the time

such situation was created, and not at the time the changes to the existing assignments are actually made.

- C. Example: DCA 777 Captain trip is open. The companion DCA 777 First Officer trip is currently assigned to a low-time First Officer. The DCA 777 IRO trip is currently assigned to a First Officer who is not low-time. Assume that, according to the UPA, the Company assigns the open Captain trip to a low-time Captain.
- 1) The low-time First Officer will be removed from his trip expeditiously and may be assigned or reassigned, using the provisions of Section [20-F-1-a](#) or [20-F-1-b](#), as appropriate. The Company will then attempt to cover this Trip using the [20-I](#) provisions. Assume the low-time First Officer agreed to a field standby assignment under the provisions of Section [20-F-1-a-\(5\)](#).
 - 2) If the Company exhausts all options in Step One through Step Four and meets the requirements in Section 20-I-8, the Company may now utilize Section [20-I-9-b](#) and reassign the IRO to the open 'flying' First Officer trip. (The Company is not required to delay or further delay the Trip's scheduled departure time in order to 'exhaust all options'.)
 - 3) This creates an open IRO trip, which the Company will attempt to cover using [20-I](#). In this case, the original 'flying' First Officer is available via his field standby assignment, so he can be assigned to the open IRO Trip, under Section 20-I-6.
 - 4) If the Trip is scheduled to depart within four (4) hours of the scheduled Departure time of a Global Trip or within three and one-half (3.5) hours of the scheduled Departure time of a Basic Trip, the parties acknowledge that paragraphs 1) through 3) above may occur concurrently.
- D. Example: DCA 777 Captain trip is open. The companion DCA 777 First Officer trip is currently assigned to a low-time First Officer. The DCA 777 IRO trip is currently assigned to a First Officer who is not low-time. Assume that, according to the UPA, the Company assigns the open Captain trip to a low-time Captain.
- 1) The low-time First Officer will be removed from his trip expeditiously and may be assigned or reassigned, using the provisions of Section [20-F-1-a](#) or [20-F-1-b](#), as appropriate. The Company will then attempt to cover this Trip using the [20-I](#) provisions. Assume the low-time First Officer falls under the provisions of Section [20-F-1-b](#).
 - 2) If the Company exhausts all options in Step One through Step Four and meets the requirements in Section 20-I-8, the Company may now utilize Section [20-I-9-b](#) and reassign the IRO to the open 'flying' First Officer trip. (The Company is not required to delay or further delay the Trip's scheduled departure time in order to 'exhaust all options'.)

- 3) This creates an open IRO trip, which the Company will attempt to cover using 20-I. In this case, the original 'flying' First Officer is available under Section 20-F-1-b-(2) (provided it is within two (2) hours of the time he was advised of the loss of his flying), via Section 20-I-4-a, so he can be reassigned to the open IRO Trip.
- 4) If the Trip is scheduled to depart within four (4) hours of the scheduled Departure time of a Global Trip or within three and one-half (3.5) hours of the scheduled Departure time of a Basic Trip, the he parties acknowledge that paragraphs 1) through 3) above may occur concurrently.

If this accurately reflects our understanding, please sign and return two (2) copies for our files.

Dated this 13th day of June, 2017.

For Air Line Pilots Association, Int'l

For United Airlines, Inc.

First Officer Joe Pedata
Chairman
UAL-MEC Grievance Committee

Paul Carlson
Managing Director
Pilot Contract Administration

Justin Doane
Director, Labor Relations – Flight