

TENTATIVE AGREEMENT



alpa

Tentative Agreement

Between

DELTA AIR LINES, INC.

and

THE AIR LINE PILOTS IN THE SERVICE OF
DELTA AIR LINES, INC.

as Represented by the

AIR LINE PILOTS ASSOCIATION,
INTERNATIONAL

1 SECTION 1

2
3 SCOPE

4
5 A. Recognition

- 6
7 1. In accordance with the certification issued by the National Mediation Board in Case No.
8 R-7191, 36 NMB No. 21, January 22, 2009, the Company recognizes the Air Line Pilots
9 Association, International, as the duly designated and authorized representative of the
10 Flight Deck Crewmembers in the service of the Company for the purposes of the Railway
11 Labor Act, as amended.
12 2. Nothing in this PWA will be construed to limit or deny any pilot hereunder any rights or
13 privileges to which he may be entitled under the provisions of the Railway Labor Act, as
14 amended.
15

16 B. Definitions

- 17
18 1. "AF" or "Air France" means Société Air France.
19 2. "Affiliate" means:
20 a. any subsidiary, parent or division of an entity,
21 b. any other subsidiary, parent or division of either a parent or a subsidiary of an entity,
22 or
23 c. any entity that controls another entity, is controlled by another entity, or is under
24 common control with another entity, in either case, whether directly or indirectly
25 through the control of other entities.
26 3. "Air France/KLM/Alitalia joint venture" or "AF/KL/AZ JV" means the business
27 relationship between Delta, Air France, KLM, and Alitalia in which the costs and
28 revenues of international flights within the AF/KL/AZ JV are shared between or among
29 the air carrier partners, as typified by the business relationship between Air France, KLM,
30 Alitalia, and Delta that is embodied in the AF/KL/AZ JV agreement.
31 4. "Air France/KLM/Alitalia JV agreement" or "AF/KL/AZ JV agreement" means the
32 Transatlantic Joint Venture Agreement ~~between~~ made effective as of April 1, 2012 by and
33 among Delta Air Lines, Inc., Societe Air France, Koninklijke Luchtvaart Maatschappij
34 N.V. and Compagnia Aerea Italiana, S.p.A., as ~~in effect on April 1, 2010~~ amended from
35 time to time.
36 5. "Alaska" means Alaska Airlines, Inc.
37 6. "Alaska hub" means SEA, ANC, LAX and any other airport having a monthly average of
38 at least 100 Alaska scheduled flight departures per day.
39 7. "Alaska marketing agreement" means the document titled "Marketing Agreement"
40 ~~signed on~~ dated as of March 1, 2004 by and among Delta, Air Lines, Inc., Alaska
41 Airlines, Inc., and Horizon Air Industries, Inc., as amended from time to time ~~amended~~.
42 8. "AS," when not referring to the AS code, means Alaska Airlines, Inc. and any carrier to
43 the extent of its category B operations using the AS code.
44 9. "AZ" or "Alitalia" means Compagnia Aerea Italiana, S.p.A.
45 10. "Bundle 1" means flying on all routes (a) between Europe, on the one hand and North
46 America, on the other hand, (b) between French Polynesia, on the one hand, and North

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- 1 America on the other hand, until such time as Air France/KLM/Alitalia ceases operations
2 on any such routes, and (c) between AMS, on the one hand, and India on the other hand,
3 until such time as the Company ceases operations between AMS and Mumbai. Terms in
4 this definition are as defined in the Air France/KLM/Alitalia JV Agreement.
- 5 11. “Category A operation” means the operation of a flight segment by a Delta Connection
6 Carrier:
7 a. that is a Company affiliate, or
8 b. using the DL code under an agreement with Delta that is not a prorate agreement.
- 9 12. “Category B operation” means the operation of a flight segment by a domestic air carrier:
10 a. that is an affiliate of Alaska, or operates such flight segment under an AS code under
11 an agreement with Alaska, other than a prorate agreement, and
12 b. that only operates:
13 1) aircraft that:
14 a) are certificated for operation in the United States for 70 or fewer passenger
15 seats, and
16 b) have a maximum certificated gross takeoff weight in the United States of
17 85,000 or fewer pounds; and/or
18 2) Bombardier Q-400 aircraft (under the terms and conditions of the Alaska Pilot
19 Working Agreement).
- 20 13. “Category C operation” means the operation of a flight segment (other than a category B
21 operation) by a Delta Connection Carrier under the DL code pursuant to a prorate
22 agreement with Delta.
- 23 14. “Circumstance over which the Company does not have control,” for the purposes of
24 **Section 1**, means a circumstance that includes, but is not limited to, a natural disaster;
25 labor dispute; grounding of a substantial number of the Company’s aircraft by a
26 government agency; reduction in flying operations because of a decrease in available fuel
27 supply or other critical materials due to either governmental action or commercial
28 suppliers being unable to provide sufficient fuel or other critical materials for the
29 Company’s operations; revocation of the Company’s operating certificate(s); war
30 emergency; owner’s delay in delivery of aircraft scheduled for delivery; manufacturer’s
31 delay in delivery of new aircraft scheduled for delivery. The term “circumstance over
32 which the Company does not have control” will not include the price of fuel or other
33 supplies, the price of aircraft, the state of the economy, the financial state of the
34 Company, or the relative profitability or unprofitability of the Company’s then-current
35 operations.
- 36 15. “Code” means the unique two-character designator code assigned to an airline by the
37 International Air Transport Association (IATA). If IATA assigns or has assigned more
38 than one designator code for use by Delta, Alaska, or Hawaiian or by a subsidiary of
39 Delta, Alaska, or Hawaiian, then such additional designator code(s) will be included
40 within the DL code, AS code, or HA code, respectively.
- 41 16. “Company” means Delta Air Lines, Inc.
- 42 17. “Company affiliate” means an affiliate of the Company.
- 43 18. “Company flying” means all flying reserved under **Section 1 C**. for performance by
44 pilots.
45

Section 1 – Scope

- 1 19. “Control” for the purposes of **Section 1**, will exist by entity A over entity B, only if A,
2 whether directly or indirectly through the control of other entities:
3 a. owns securities that constitute and/or are exchangeable into, exercisable for or
4 convertible into more than:
5 1) 30 percent (49 percent with respect to the Company’s combined interest of the
6 Company and Company affiliates in a foreign air carrier) of B’s outstanding
7 common stock, or if stock in addition to common stock has voting power, then
8 2) 30 percent (49 percent with respect to the Company’s combined interest of the
9 Company and Company affiliates in a foreign air carrier) of the voting power of
10 all outstanding securities of B entitled to vote generally for the election of
11 members of B’s Board of Directors or similar governing body, or
12 b. has the power or right to manage or direct the management of all or substantially all
13 of B’s air carrier operations, or
14 c. has the power or right to designate or provide all or substantially all of B’s officers, or
15 d. has the power or right to determine B’s markets or (if B is an air carrier) markets or
16 flight schedules or to provide a majority of the following management services for B:
17 capacity planning, financial planning, strategic planning, market planning, marketing
18 and sales, technical operations, flight operations, and human resources activities, or
19 e. has the power or right to appoint or elect or prevent the appointment or election of a
20 majority of B’s Board of Directors, or other governing body having substantially the
21 powers and duties of a Board of Directors, or
22 f. has the power or right to appoint or elect or to prevent the appointment or election of
23 a minority of B’s Board of Directors or similar governing body, but only if such
24 minority has the power or right to appoint or remove B’s Chief Executive Officer, or
25 President, or Chief Operating Officer, or the majority membership of the Executive
26 Committee or similar committee on B’s Board of Directors, or the majority
27 membership of at least one-half of B’s Board committees.
- 28 20. “Delta” means the Company.
29 21. “Delta Connection Carrier” means a domestic air carrier that conducts flying under
30 **Section 1 D**.
31 22. “Delta Connection flying” means flying conducted by a Delta Connection Carrier for the
32 Company.
33 23. “Delta hub” means ATL, CVG, DTW, JFK, LAX, LGA, ~~MEM, MSP, SEA~~, SLC, and
34 any other airport having a monthly average of at least 100 Delta scheduled flight
35 departures per day.
36 Exception: SEA is not a Delta hub, ~~regardless of the number of scheduled flight~~
37 ~~departures for purposes of Section 1 O~~.
38 24. “DL” means:
39 a. Delta,
40 b. its affiliates, and
41 c. any other carrier to the extent of its category A operations of flight segments using
42 the DL code.
43 25. “Domestic air carrier” means an “air carrier” as defined in 49 U.S.C. Section 40102(a)(2)
44 holding an air carrier certificate issued by the Administrator of the FAA under 14 C.F.R.
45 Section 119.5.

Section 1 – Scope

- 1 26. “EASK” means equivalent available seat kilometers, a measurement of capacity adjusted
2 for an aircraft’s seat density and cargo capacity, as defined and calculated in the
3 AF/KL/AZ JV agreement.
- 4 27. “Entity” means a natural person, corporation, association, partnership, trust or any other
5 form for conducting business, and any combination or concert of any of the foregoing.
- 6 28. “Fleet” means aircraft in service, undergoing maintenance, and operational spares.
- 7 29. “Flight segment,” for the purposes of *Section 1*, means the operation of an aircraft with
8 one takeoff and one landing.
- 9 30. “Foreign air carrier” means a “foreign air carrier” as defined in 49 U.S.C. Section
10 40102(a)(21).
- 11 31. “Fragmentation transaction” means a transaction (other than a successor transaction) in
12 which the Company or a Company affiliate (other than a Company affiliate performing
13 flying only on permitted aircraft types) disposes of aircraft, route authority or slots (net of
14 aircraft, route authority or slots acquired within the 12-month period preceding such
15 transaction or acquired in a related transaction), which produced ~~12~~10% or more of the
16 operating revenue, block hours or available seat miles of the Company or Company
17 ~~affiliates~~affiliate as applicable (excluding revenue, block hours or available seat miles of
18 Company affiliates performing flying only on permitted aircraft types) during the 12
19 months immediately prior to the date of the agreement resulting in the fragmentation
20 transaction.
- 21 32. “Hawaiian” or “HA” means Hawaiian Airlines, Inc.
- 22 33. “Hawaiian marketing agreement” means the ~~document titled “Marketing Amended and~~
23 ~~Restated Codeshare Agreement” signed on June 11, 2007 dated as of August 2, 2010~~ by
24 ~~and between~~ Delta Air Lines, Inc. and Hawaiian ~~as Airlines, Inc., as amended~~ from time
25 to time ~~amended~~.
- 26 34. “Hub to hub” means a flight segment between a Delta hub other than SEA and an Alaska
27 hub.
- 28 35. “Industry standard interline agreement” means an agreement or other arrangement
29 between or among two or more carriers, such as the International Air Transport
30 Association’s “multilateral interline traffic agreements”, or an “interline ticket and
31 baggage agreement”, establishing rights and obligations relating to the acceptance and
32 accommodation of interline passengers and shipments.
- 33 36. “Interim period” means the period between the closing date of the corporate transaction
34 pursuant to which the Company or any Company affiliate acquires control of the acquired
35 airline (the “closing date”) and the later of the effective date of an integrated seniority list
36 or the effective date of a single collective bargaining agreement covering the pilots and
37 airmen involved.
- 38 37. “International operation” means a flight segment to or from an airport, or between
39 airports, located outside the contiguous 48 states of the United States.
40 Exception: A flight segment between an airport located in the ~~Mainland~~mainland United
41 States and either Canada or Alaska will not be considered an international operation.
- 42 38. “International partner flying” means flying performed by any foreign air carrier (which is
43 not a Company affiliate):
- 44 a. under or utilizing a designator code, trade name, brand, logo, trademarks, service
45 marks, aircraft livery or aircraft paint scheme currently or in the future utilized by the
46 Company or any Company affiliate, and/or

Section 1 – Scope

1 b. on aircraft on which the Company or any Company affiliate has purchased or
2 reserved blocked space or blocked seats for sale or resale to customers of the
3 Company or any Company affiliate.

4 39. “KL” or “KLM” means Koninklijke Luchtvaart Maatschappij N.V.

5 40. “Mainland United States,” for the purposes of **Section 1**, means the contiguous 48 states
6 of the United States.

7 41. “Material change” means an amendment to the Alaska marketing agreement or the
8 Hawaiian marketing agreement that:

9 a. affects the codeshare or prorate terms or conditions of the Alaska marketing
10 agreement or the Hawaiian marketing agreement and,

11 b. has or would have an adverse material economic impact on:

12 1) the structure or benefits of the Alaska marketing agreement or the Hawaiian
13 marketing agreement to Delta, or

14 2) a substantial number of the Delta pilots.

15 42. “Month,” for the purposes of **Section 1**, means calendar month.

16 43. “New small narrowbody aircraft” means a B-717 or an A-319 aircraft that is not in the
17 Company’s fleet as of July 1, 2012.

18 44. “Northwest” means Northwest Airlines, Inc.

19 ~~X45.~~ “Pacific flying” means flying on all routes (a) across the Pacific or Arctic ocean
20 between North America (including Hawaii), on the one hand and Asia or Oceania, on the
21 other hand, (b) between Asia, on the one hand and Oceania, on the other hand, and (c)
22 to/from points within Asia.

23 ~~4546.~~ “Parent” means any entity that controls another entity.

24 ~~4647.~~ “Permitted aircraft type” means:

25 a. an aircraft operated by Delta Private Jets as an affiliate of the Company (or a
26 successor to Delta Private Jets that remains an affiliate of the Company), certificated
27 in the United States for 19 or fewer passenger seats and with a maximum certificated
28 gross takeoff weight in the United States of 65,000 or fewer pounds,
29 Exception: Up to five aircraft certificated in the United States for 19 or fewer
30 passenger seats may have a maximum certificated gross takeoff weight in the United
31 States of 99,900 or fewer pounds,
32 and

33 b. a propeller-driven or turboprop aircraft certificated in the United States for 37 or
34 fewer passenger seats and with a maximum certificated gross takeoff weight in the
35 United States of 37,000 or fewer pounds, and

36 ~~e. one of up to nine aircraft operated under a prorate agreement with Chautauqua
37 Airlines or Shuttle America Corporation, configured with 44 or fewer passenger seats
38 and certificated in the United States with a maximum gross takeoff weight of 65,000
39 or fewer pounds, and~~

40 ~~dc.~~ an aircraft (other than the aircraft in **Section 1 B. 4647. a. – eb.**) certificated for
41 operation in the United States for 50 or fewer passenger seats and with a maximum
42 certificated gross takeoff weight in the United States of 65,000 or fewer pounds (“50-
43 seat aircraft”), and

44 ~~ed.~~ one of up to 102 aircraft configured with 51-70 passenger seats and certificated in the
45 United States with a maximum gross takeoff weight of 86,000 pounds or less (“70-
46 seat aircraft”), and

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1 ~~f~~e. one of up to 153 aircraft configured with 71-76 passenger seats and certificated in the
2 United States with a maximum gross takeoff weight of 86,000 pounds or less (“76-
3 seat aircraft”).

4 Exception one: If the Company establishes a fleet of new small narrowbody aircraft,
5 the number of permitted 76-seat aircraft may increase on a one 76-seat aircraft for
6 each one and one quarter new small narrowbody aircraft (1:1.25) ratio (rounded to the
7 closest integer) up to a total of 223 76-seat aircraft. In the event more than 153 76-
8 seat aircraft are in category A or C operations, then on January 1, 2014, and each
9 succeeding January 1 thereafter, the Company will implement its plan to reduce the
10 number of 50-seat aircraft in category A or C operations below 348 (the number of
11 50-seat aircraft in category A or C operations as of July 1, 2012) rounded to the
12 closest integer, as follows:

- 13 1) 2.7 50-seat aircraft for each of the first additional ten 76-seat aircraft (above
14 153),
- 15 2) 2.7 50-seat aircraft for each of the next additional ten 76-seat aircraft (above
16 163),
- 17 3) 2.8 50-seat aircraft for each of the next additional ten 76-seat aircraft (above
18 173),
- 19 4) 2.9 50-seat aircraft for each of the next additional ten 76-seat aircraft (above
20 183),
- 21 5) 3.0 50-seat aircraft for each of the next additional ten 76-seat aircraft (above
22 193).
- 23 6) 3.1 50-seat aircraft for each of the next additional ten 76-seat aircraft (above
24 203), and
- 25 7) 4.6 50-seat aircraft for each of the next additional ten 76-seat aircraft (above
26 213).

27 Note one: Upon the delivery of a 223rd 76-seat aircraft, the number of permitted
28 50-seat aircraft will be 125 regardless of the number otherwise provided in **Section**
29 **1 b. 46-f47. e. Exception one.**

30 Note two: If on January 1, 2014, or any succeeding January 1 thereafter, the
31 number of 50-seat aircraft in category A or C operations exceeds the maximum
32 permitted number, the Company will require carriers that engage in category A or C
33 operations to suspend or cease operations on a sufficient number of 50-seat aircraft
34 or 76-seat aircraft to comply with these requirements within 60 days and to remain
35 in compliance thereafter. The Company will be excused from compliance with the
36 provisions of this Note in the event a circumstance over which the Company does
37 not have control is the cause of such non-compliance.

38 Exception two: Up to the 36 EMB-175s that were operated and/or ordered by
39 Northwest prior to October 30, 2008 may continue to be operated with up to a
40 maximum gross takeoff weight of 89,000 pounds.

41 ~~g~~f. once the number of 76-seat aircraft permitted under **Section 1 B. 46-f47. e.** is
42 engaged in category A or C operations, such number of aircraft need not be reduced,
43 so long as the then-current limit on the total number of 50-seat aircraft specified in
44 **Section 1 B. 46-f47. e. Exception one** is satisfied.

45 Exception one: If a pilot on the seniority list with an employment date prior to **July**
46 **1, 2012** [DOS] is placed on furlough, the Company will convert all 76-seat aircraft

Section 1 – Scope

1 for operation as 70-seat aircraft. The number of such aircraft will continue to be
2 limited by **Section 1 B. 46.f47. e.** as though they were being operated as 76-seat
3 aircraft. The Company may again commence operating such aircraft as 76-seat
4 aircraft effective on the date that the most junior pilot protected by the first sentence
5 of **Section 1 B. 46.g47. f. Exception one** is recalled from furlough.

6 Exception two: In the event the hiring or flow provisions of NWA LOA 2006-10 or
7 LOA #9 cease to be available, either at the feeder carrier affiliate referenced in such
8 LOAs or at another carrier, the number of permitted 76-seat aircraft in **Section 1 B.**
9 **46.f47. e.** will be reduced by 35.

10 **4748.** “Pilot” means an employee of Delta Air Lines, Inc. whose name appears on the
11 Delta Air Lines Pilots’ system seniority list.

12 Note: For ease of reading in **Section 1**, the defined term “pilot” may be modified by the
13 word “Delta.” Such modification does not change the meaning of the defined term
14 “pilot.”

15 **4849.** “Pilot Working Agreement” or “PWA” means the basic collective bargaining
16 agreement between Delta Air Lines, Inc. and the air line pilots in the service of Delta Air
17 Lines, Inc. as represented by the Air Line Pilots Association, International, together with
18 all effective amendments, supplemental agreements, letters of agreement, and letters of
19 understanding between the Company and the Association.

20 **4950.** “Profit/loss sharing agreement” means an agreement or arrangement in which the
21 Company or a Company affiliate shares in the economic performance of one or more
22 other carriers and/or of its or their affiliate or affiliates, through incremental revenue
23 sharing or the sharing of profits or losses in connection with the Company’s and the other
24 carrier or carriers’ carriage of passengers. An agreement or arrangement that constitutes
25 an industry standard interline agreement, a codeshare agreement with a carrier engaged in
26 international partner flying in which there is no sharing in the economic performance of
27 the carrier’s flying through incremental revenue sharing or the sharing of profits or
28 losses, a prorate agreement, a sales/super commission agreement, the Hawaiian and
29 Alaska marketing agreements, and an arrangement between the Company and any
30 Company affiliate and one or more Delta Connection Carriers is not a profit/loss sharing
31 agreement.

32 **5051.** “Prorate Agreement” means an agreement between the Company or a Company
33 affiliate and another carrier or its affiliate for the proration of interline revenue between
34 them, under a standard interline prorate formula, and in a manner that provides no
35 economic benefit to the Company other than from the carriage of passengers by the
36 Company. The term "economic benefit" does not include the reimbursement of
37 distribution costs or industry standard interline service charges.

38 **5152.** “Scheduled block hour” means an hour of scheduled block time.

39 **5253.** “Subsidiary” means any entity that is controlled by another entity.

40 **5354.** “United States” means the United States and its possessions and territories
41 including but not limited to the Commonwealth of Puerto Rico.

42 **X55.** “VA” or “Virgin Australia” means the collective single party to the Virgin
43 Australia Joint Venture Agreement that consists of Virgin Australia Airlines Pty Ltd,
44 Virgin Australia International Airlines Pty Ltd, Virgin Australia Airlines (NZ) Ltd, and
45 Virgin Australia Airlines (SE Asia) Pty Ltd.

Section 1 – Scope

1 ~~X56.~~ “VA joint venture” or “VA JV” means the business relationship between Delta
2 and Virgin Australia in which incremental revenues of international flights within the VA
3 JV are shared between the air carrier partners, as typified by the business relationship
4 between VA and Delta that is embodied in the VA JV agreement.

5 ~~X57.~~ “Virgin Australia Joint Venture agreement” or “VA JV agreement” means the
6 ~~commercial~~ Joint Venture Agreement ~~between~~ dated as of November 15, 2012 by and
7 among Delta Air Lines, Inc., and Virgin Australia ~~submitted for approval~~ Airlines Pty Ltd,
8 Virgin Australia International Airlines Pty Ltd, Virgin Australia Airlines (SE Asia) Pty
9 Ltd, and Virgin Australia Airlines (NZ) Ltd, as amended from time to time ~~the U.S.~~
10 ~~Department of Transportation (“DOT”)-time.~~

11 ~~X58.~~ “VS” or “Virgin Atlantic” means Virgin Atlantic Airways Limited ~~and any~~
12 controlled foreign air carrier affiliate of Virgin Atlantic Limited.

13 ~~X~~Note one: For purposes of the definition of VS or Virgin Atlantic, control by Virgin
14 Atlantic Limited (as entity A within the definition of control under *Section 1 B. 19.*) will
15 only exist over a controlled foreign air carrier affiliate (as entity B) under *Section 1 B.*
16 *19. a. 1) and 2)* if Virgin Atlantic Limited, whether directly or indirectly through the
17 control of other entities, owns securities that constitute and/or are exchangeable into,
18 exercisable for or convertible into more than 49 percent of B’s outstanding common
19 stock or voting power of all outstanding securities, as provided under *Section 1 B. 19. a.*
20 Control by Virgin Atlantic Limited (as entity A within the definition of “control” under
21 *Section 1 B. 19.*) whether directly or indirectly through the control of other entities, over
22 a controlled foreign air carrier affiliate (as entity B) also exists if one or more of the tests
23 under *Section 1 B. 19. b. - f.* is satisfied.

24 Note two: In the event the owners of Virgin Atlantic Limited form an entity or use an
25 existing entity (“Entity X”) through which they hold their investment in Virgin Atlantic
26 Airways Limited, then that Entity X will replace all references to Virgin Atlantic Limited
27 in *Section 1 B. 58.*, including *Note one* thereunder and in *Section 1 R. 2. a. Note b.*, for
28 purposes of determining whether there is a controlled foreign air carrier affiliate. For
29 example, if there is any such substitution of Entity X for Virgin Atlantic Limited, *Section*
30 *1 B. 58.* would read: “‘VS’ or ‘Virgin Atlantic’ means Virgin Atlantic Airways Limited
31 and any controlled foreign air carrier affiliate of Entity X.”

32 Note three: In the event the Company divests its equity interest in Virgin Atlantic
33 Limited or any entity that controls, directly or indirectly, Virgin Atlantic Airways
34 Limited, *Section 1 B. 58. Notes one and two* will be null and void and the definition of
35 “VS” or “Virgin Atlantic” and the provisions of *Section 1 R.* will revert to the versions in
36 effect as of the day prior to [DOS]

37 Note four: In the event the Company owns its equity interest in Virgin Atlantic Airways
38 Limited directly and not indirectly through Virgin Atlantic Limited or Entity X, then
39 Virgin Atlantic Airways Limited will replace all references to Virgin Atlantic Limited or
40 to Entity X in *Section 1 B. 58.* and in *Section 1 R. 2. a. Note b.* If the Company
41 thereafter again owns its equity interest in Virgin Atlantic Airways Limited indirectly
42 through another entity (Entity Y), then Entity Y will be added to *Section 1 B. 58.* and
43 *Section 1 R. 2. a. Note b.* as if it were Virgin Atlantic Limited in the foregoing
44 provisions.

Section 1 – Scope

1 59. “VS JV” means the business relationship between Delta and Virgin Atlantic as embodied
2 in the Joint Venture Agreement between Delta and Virgin Atlantic as in effect on January
3 1, 2014.
4

5 C. Scope 6

7 Except as provided in *Sections 1 D., E., O., and Q.*:

- 8 1. All flying performed by or for the Company or any Company affiliate will be performed
9 by pilots in accordance with the terms and conditions of this PWA.
- 10 2. *Section 1 C. 1.* includes without limitation all passenger flying, cargo flying, freight
11 flying, positioning flights, and ferry flights (scheduled and non-scheduled, revenue and
12 non-revenue) and non-scheduled flights as defined in *Section 2* of this PWA:
 - 13 a. performed by or for the Company or any Company affiliate on aircraft owned, leased
14 or operated by the Company or any Company affiliate;
 - 15 b. performed on aircraft under the operational control of the Company or any Company
16 affiliate (excluding advisory flight planning and following services provided by the
17 Company on a fee for service basis to other air carriers);
 - 18 c. performed for the Company or any Company affiliate by any Company affiliate or
19 other air carrier;
 - 20 d. performed by any air carrier under or utilizing a designator code, trade name, brand,
21 logo, trademarks, service marks, aircraft livery or aircraft paint scheme currently or in
22 the future utilized by the Company or any Company affiliate, or performed on aircraft
23 on which the Company or any Company affiliate has purchased or reserved blocked
24 space or blocked seats for sale or resale to customers of the Company or any
25 Company affiliate;
 - 26 e. performed by Delta pilots for any other air carrier.
- 27 3. There will be no contracting or subcontracting of any Company flying to any other air
28 carrier or performance of Company flying by pilots of any other air carrier without the
29 prior written consent of the Delta MEC.
- 30 4. Nothing in *Section 1 C.* will be interpreted to cover flying performed by an air carrier
31 other than the Company or a Company affiliate, merely because of its participation in
32 industry standard interline agreements.
- 33 5. Nothing in *Section 1 C.* will be interpreted to cover flying performed by an air carrier
34 other than the Company or any Company affiliate, merely because of its participation in
35 the Company’s or any Company affiliate’s frequent flyer miles program under which
36 passengers of such other carrier by frequent travel on board the aircraft of that carrier or
37 its affiliate, may earn travel or other awards.
- 38 6. Neither the Company nor any Company affiliate will establish or maintain a pilot base at
39 any point outside the United States unless all Company flying to and from such base is
40 conducted by pilots who continue at all times to be covered in all respects by this PWA
41 and the Railway Labor Act. Bidding and staffing for such base will be governed by the
42 PWA without regard to visa or immigration requirements. The Company and any air
43 carrier affiliate that is controlled by either the Company or a Parent Company (formed as
44 described in *Section 1 L. 1. d.*) will continue at all times as domestic air carriers and will
45 maintain their headquarters for their senior executive personnel in the fifty United States.

Section 1 – Scope

- 1 7. The Company and its Company affiliates will not train, or contract for training of,
2 persons other than Delta pilots to perform Company flying.
- 3 8. The Delta name will be prominently displayed on all Company aircraft performing
4 Company flying.
- 5 9. No aircraft performing Company flying will operate with fewer than two pilots.

6 7 D. Permitted Arrangement with Respect to Category A and C Operations 8

- 9 1. **Section 1 C.** will not apply to category A or C operations on any permitted aircraft type.
10 Exception: If a permitted aircraft type meets the certificated passenger seat requirement
11 of **Section 1 B. 46-47. c.** when first placed into service by a Delta Connection Carrier
12 but is subsequently certificated for operation in the United States with a maximum
13 passenger seating capacity in excess of 50 passenger seats, this permitted aircraft type
14 may continue to be operated by Delta Connection Carriers as long as all Delta
15 Connection Carriers operate such permitted aircraft type with no more than 50 passenger
16 seats and with a maximum certificated gross takeoff weight in the United States of
17 65,000 or fewer pounds at all times.
- 18 2. If a domestic air carrier operates permitted aircraft types and that carrier or its affiliate
19 operates aircraft other than permitted aircraft types, the exemption for that domestic air
20 carrier provided by **Section 1 D. 1.** will not apply unless:
 - 21 a. the flying on aircraft other than permitted aircraft types is not performed for the
22 Company or a Company affiliate within the meaning of **Section 1 C.**, and
 - 23 b. there is no reduction in the level of the Company's then existing system scheduled
24 aircraft block hours of flying as the result of the performance of such flying on other
25 than a permitted aircraft type, and
 - 26 c. the aircraft other than a permitted aircraft type, is either:
 - 27 1) a jet aircraft certificated for operation in the United States for 106 or fewer
28 passenger seats and configured with 97 or fewer passenger seats (provided that
29 any jet aircraft configured with between 77 and 97 passenger seats is not flown on
30 a city pair that is served by the Company or a Company affiliate), or
 - 31 2) a propeller driven aircraft configured with 72 or fewer passenger seats, and is
32 operated on its own behalf or pursuant to an agreement with an air carrier(s) other
33 than the Company or an affiliate.

34 Exception: If a carrier or an affiliate of a carrier that performs category A or C
35 operations acquires an aircraft that would cause the Company to no longer be in
36 compliance with the provisions of **Section 1 D. 2. c.**, the Company will terminate
37 such operations on the date that is the later of the date such aircraft is placed in
38 revenue service, or nine months from the date that the Company first became aware
39 of the potential acquisition.

40 Exception: The exemption provided by **Section 1 D. 1.** will apply to Chautauqua Airlines
41 and to Shuttle America Corporation even if an affiliate of either such carrier Shuttle
42 America Corporation operates aircraft other than permitted aircraft types that do not
43 otherwise meet the requirements of **Section 1 D. 2.**

- 44 3. **Section 1 C.** will not apply to flying performed by a Company affiliate on permitted
45 aircraft types.

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- 1 4. At least 85% of all category A and C operations each month will be under 900 statute
2 miles.
- 3 5. At least 90% of all category A and C operations each month will operate to or from the
4 following airports: Atlanta, Cincinnati, Detroit, Fort Lauderdale, Los Angeles, ~~Memphis~~,
5 Minneapolis, New York Kennedy, New York LaGuardia, Orlando, Salt Lake City,
6 Seattle, and Tampa, regardless of the number of daily departures of Company flying at
7 such airports, and any other airport in a month in which such other airport has a monthly
8 average of more than 50 daily departures of Company flying.
- 9 6. No more than 6% of category A and C operations each month will be between the
10 airports in ~~Section 1 D. 5.~~ For purposes of **Section 1 D. 6.**, Delta Connection flying
11 operated between FLL and TPA, FLL and MCO, or TPA and MCO will not be
12 considered flying between airports in **Section 1 D. 5.**
- 13 7. Delta Connection flying aircraft will only bear the name “Delta” as part of a phrase
14 referencing a Connection-type operation.
- 15 8. **Section 1 C.** will not apply to prevent the Company or any Company affiliate from
16 acquiring control of a domestic air carrier that operates aircraft other than permitted
17 aircraft types (a domestic air carrier that the Company or any Company affiliate acquires
18 control of is referred to for purposes of **Section 1 D. 8.** as an “acquired airline”) and
19 operating such acquired airline pending a merger of the Company and the acquired
20 airline, provided that:
 - 21 a. the Company agrees to operationally merge with the acquired airline and become a
22 single corporation, a single carrier under the Federal Aviation Act and a single
23 transportation system under the Railway Labor Act, with a single air carrier
24 certificate, a single pilot class or craft, not later than six months after the later of:
 - 25 1) the effective date of issuance of a final and binding integrated pilot seniority list,
26 or
 - 27 2) the effective date of a single bargaining agreement.
 - 28 b. the pilot seniority lists of the Company and the acquired airline will be integrated
29 pursuant to Association merger policy if both groups are represented by the
30 Association, or if the airmen of the acquired airline are not represented by the
31 Association, then pursuant to Sections 3 and 13 of the Allegheny-Mohawk Labor
32 Protective Provisions as provided in Section 117 of Public Law 110-161.
 - 33 1) In the event the pilot seniority lists are integrated pursuant to Association merger
34 policy, the integrated seniority list produced by the Association, including any
35 attendant conditions and restrictions, will be subject to the approval of the
36 Company, and will be submitted to the Company for approval within twelve
37 months of the date the Company or any affiliate acquired control of the acquired
38 airline. The Company will accept the integrated seniority list produced under
39 Association merger policy, provided that none of the attendant conditions and
40 restrictions therein:
 - 41 a. require a system flush whereby pilots may displace any other pilots from the
42 latter’s position,
 - 43 b. require a pilot to be compensated for flying not performed (e.g. differential
44 pay for a position not flown),
 - 45 c. bar a pilot who, at the time of implementation of an integrated seniority list, is
46 in the process of completing or who has completed qualification training for a

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- 1 new position (e.g., B-777 Captain or A-319 First Officer) from being assigned
2 to the position for which he has been trained, regardless of his relative
3 standing on the integrated seniority list;
- 4 d. significantly increase the Company's costs, or
5 e. provide that a pilot will be displaced from his position by a pilot of the other
6 pre-merger pilot group solely as the result of the implementation of, or the
7 expiration of, any condition or restriction.
- 8 2) The Company will provide the Association with its decision as to approval or
9 disapproval (including its reasons for disapproval based on **Section 1 D. 8. b. 1)**
10 **a) – e)**) of the integrated seniority list produced by the Association within two
11 weeks following receipt of the integrated seniority list. If the Association does
12 not without good cause produce and present an integrated seniority list to the
13 Company for approval within twelve months of the date the Company or any
14 affiliate acquired control of the acquired airline, the pilot and airman seniority
15 lists of the Company and the acquired airline, respectively, will be integrated
16 pursuant to the arbitration procedures set forth in **Section 1 D. 8. b. 3)**.
- 17 3) The Company's decision to reject a list produced by the Association under
18 **Section 1 D. 8. b. 1)** is subject to **Section 1 M.** Any time between such Company
19 decision and the filing of a grievance under **Section 1 M.** challenging the
20 Company's failure to approve a list produced under **Section 1 D. 8. b. 1)** will be
21 excluded from the twelve-month period under **Section 1 D. 8. b. 1)** and 2). The
22 Association may modify the attendant conditions and restrictions and resubmit it
23 to the Company for approval within three months after the date of such rejection,
24 or the date of an award under **Section 1 M.**, or at the election of the Association,
25 the Association and the Company will submit to an arbitrator mutually selected by
26 the Association and the Company for a final and binding decision, the choice of
27 attendant conditions and restrictions produced by the Association and produced
28 by the Company. If the seniority list integration issue is to be submitted to an
29 arbitrator and the Company and the Association cannot agree on the selection of
30 an arbitrator, the arbitrator will be selected from the list of arbitrators referred to
31 in **Section 19**, utilizing the alternate strike-off method, with the right to first strike
32 a name from such list determined by the toss of a coin.
- 33 4) If the Association does not resubmit modified attendant conditions and
34 restrictions within the permitted time period or does so resubmit modified
35 attendant conditions and restrictions list that are again rejected by the Company,
36 then the matter will be decided through the arbitration procedure set forth in the
37 third and fourth sentences of **Section 1 D. 8. b. 3)**.
- 38 c. wages and benefits for the airmen of the acquired airline, to be effective upon the
39 integration of the two seniority lists, will be negotiated between the Company and the
40 Association. Nothing herein will entitle either the Company or the Association to
41 negotiate any other provision of this PWA except as this PWA otherwise permits.
- 42 d. during the interim period the aircraft (including owned aircraft, leased aircraft, and all
43 orders to purchase aircraft) of each pre-merger airline will remain separated. Such
44 pre-merger aircraft of the Company will be operated by pilots in accordance with the
45 terms and conditions of this PWA. Such pre-merger aircraft of the acquired airline
46 will be operated by airmen on its seniority list. Nothing in **Section 1 D. 8. d.** will

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1 apply to prevent the Company from removing any aircraft from the fleet of either
2 airline. In the event aircraft are removed from either fleet prior to the operational
3 merger the Company and its Company affiliates will make reasonable efforts
4 consistent with the then existing financial and operational needs of the service, to
5 ensure that the ratio of the total number of aircraft block hours operated by pilots to
6 the aircraft block hours operated by airmen of the acquired airline (“block hour
7 ratio”) is not reduced below the block hour ratio that existed on the date the Company
8 or any Company affiliate acquired control of the acquired airline.

- 9 1) during the interim period, any aircraft delivered to the Company which are of an
10 aircraft type operated by pilots in a Delta category (excluding any orders by the
11 acquired carrier, as listed in the most recent 10-K filing of that carrier (or an
12 affiliate of that carrier) preceding the merger announcement date), will be
13 operated by pilots in accordance with the terms and conditions of this PWA.
14 2) during the interim period, no less than X percent of all aircraft delivered to the
15 Company of each type not operated by the Company prior to the closing date
16 (excluding any orders by the acquired carrier, as listed in the most recent 10-K
17 filing of that carrier (or an affiliate of that carrier) preceding the merger
18 announcement date), will be operated by pilots in accordance with the terms and
19 conditions of this PWA. X percent will equal the aggregate number of Company
20 aircraft block hours divided by the combined aircraft block hours of the Company
21 and the acquired carrier in the full twelve month period prior to the closing date.
- 22 e. during the interim period, the scheduled pilot block hours in any month will not be
23 less than the scheduled pilot block hours in the same month of the twelve-month
24 period prior to the closing date of the corporate transaction. The Company will be
25 excused from compliance with such minimum scheduled aircraft block hours
26 requirement if either a circumstance over which the Company does not have control,
27 or a governmental agency requirement causing the Company to reduce or cancel
28 service as a condition of approval of the transaction, is the cause of such non-
29 compliance.
- 30 9. The Company will maintain a minimum ratio of revenue block hours of Company flying
31 on all narrowbody aircraft and all B-767-300 (non – ER) aircraft (MBH) to revenue block
32 hours of flying in category A and C operations (DBH) under the following chart:
33 a. Cell 1 states the maximum number of 76-seat aircraft engaged in category A or C
34 operations as of July 1, 2012, and cells 2 through 8 show an increase in the number of
35 such 76-seat aircraft (if added in accordance with **Section 1 B. 4647. f.**), and
36

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- b. Cells 9 through 16 state the minimum ratio of MBH to DBH that the Company must maintain given the number of 76-seat aircraft in cells 2 through 8.

Number of 76-Seat Aircraft Engaged In Category A or C Operations		Min. Ratio of MBH to DBH
1.	153 or fewer	9. N/A
2.	154-163	10. 1.10
3.	164-173	11. 1.25
4.	174-183	12. 1.30
5.	184-193	13. 1.35
6.	194-203	14. 1.40
7.	204-213	15. 1.47
8.	214-223	16. 1.56

- c. The Company’s compliance with the minimum ratio of MBH to DBH will be measured for the first time on July 1, 2014 and then measured again each succeeding July 1 thereafter, in each instance for the preceding 12 months on a weighted basis by the number of 76-seat aircraft in category A or C operations each month.
- d. Beginning on July 1, 2013, and continuing on each succeeding January 1 and July 1 thereafter, the Company will provide to the Association a projection of scheduled MBH and DBH for the following six-month period commencing on such July 1 or January 1, as applicable.
- e. The Company will only be excused from compliance with the minimum ratio of MBH to DBH:
- 1) if it was projected to be in compliance with the minimum ratio of MBH to DBH in both of the preceding six month projection periods (i.e., both the January 1 and July 1 projections of the preceding 12 months), or
 - 2) in the event a circumstance over which the Company does not have control is the cause of such noncompliance.
- f. In the event the Company is excused from compliance with the minimum ratio of MBH to DBH under **Section 1 D. 9. e. 1)**, it must remedy its non-compliance by the following January 1 by achieving the minimum ratio of MBH to DBH as measured for the prior twelve months (i.e., January 1 of the then-current year to December 31 of the then-current year).

~~10. A carrier that operates 70 or 76 seat aircraft in category A or C may do so only if that carrier and the Company have agreed that the carrier will make offers of employment to furloughed pilots before any other candidate for hire (subject to a furloughed pilots 10 completing the hiring carrier’s standard new hire airman paper work, meeting the hiring carrier’s standard new hire airman hiring standards and medical qualifications, satisfying the hiring carrier’s standard background checks, and successfully completing an interview). Such offers will be made in pilot seniority order. A furloughed pilot hired by a Delta Connection Carrier will not be required to resign his Delta seniority number in order to be hired by such carrier. Preferential hiring rights at Delta Connection Carriers~~

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~~for pilots furloughed by the Company provided herein will be in addition to any rights to be hired or to flow down that such furloughed pilots may have pursuant to NWA LOA 2006-10 and LOA #9. The provisions of **Section 1 D. 10.** will apply to carriers that operate 70 or 76 seat aircraft for the Company as a result of a merger transaction no later than one year after the closing date.~~

~~11.~~ The Company will fill a minimum of 35% of the aggregate of all positions in Delta pilot new-hire classes in each trailing twelve-month period (to the extent airmen are available) with ALPA-represented airmen at Delta Connection Carriers, subject to such airmen meeting the Company's competitive hiring standards, and subject to the Company's objectives for diversity and experience among newly hired pilots. Airmen who flow up pursuant to LOA #9 and LOA #10 count toward satisfaction of such minimum percentage.

~~1211.~~ The Company will offer preferential interviews for employment to airmen employed by carriers ~~(whose airmen were represented by the Association)~~ at the time those carriers ceased operations, subject to the Company's objectives for diversity and experience among newly hired pilots and subject to **Section 1 D. 110.**

E. Permitted Arrangements with Foreign Air Carriers

1. **Section 1 C.** will not apply to international partner flying under **Section 1 E.**
2. Without the consent of the Delta MEC, neither the Company nor any Company affiliate will enter into or maintain an agreement or arrangement with any foreign air carrier performing international partner flying that permits the Company or any Company affiliate to book or ticket under the Company's or Company affiliate's designator code, reserve, block, and/or purchase for resale:
 - a. more than 40% of the passenger seats in any month on any pair of flight segments in a city pair (e.g., CDG-ATL-CDG) of such foreign air carrier,
 - b. a monthly average of more than 175 passenger seats per flight segment (e.g., CDG-ATL or ATL-CDG) of such foreign air carrier on flying other than flying covered by **Section 1 E. 2. c.** and **d.**, or
 - c. a monthly average of more than 75 passenger seats per flight segment of such foreign air carrier to and from Mexico, the Caribbean, Canada or Central America, and
 - d. a monthly average of more than 100 passenger seats per flight segment of such foreign air carrier on any Fifth Freedom flight segment between Japan and the People's Republic of China (i.e., Mainland China including HKG), the Republic of China (i.e., Taiwan), and the Republic of Korea, and
 - e. passenger seats on any Fifth Freedom flight segment between Japan and Asian cities beyond Japan unless the Company scheduled during the previous rolling 12 month period, measured at the end of each calendar quarter ~~starting December 31st, 2013~~, the greater of:
 - 1) 182,750 aircraft block hours of Pacific flying, or
 - 2) 85% of the total aircraft block hours of Pacific flying in the previous measurement period.

Note: The Company will be excused from compliance with this provision in the event a circumstance over which the Company does not have control is the cause of such non-compliance.

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3. If the Company's and a Company affiliate's combined ownership level (i.e., the percentage of ownership referred to in *Section 1 B. 19. a.*) in a foreign air carrier exceeds 25%, the Company flying block hours scheduled in any month between the United States and any country to or from which the foreign air carrier operates from or to the United States, will not be less than the Company flying block hours scheduled between the two countries in the same month of the twelve-month period prior to the month in which the Company's ownership level first exceeds 25%. The Company will be excused from compliance with this provision in the event a circumstance over which the Company does not have control is the cause of such non-compliance.
4. No foreign air carrier will in the performance of international partner flying take on for hire, persons, property or mail at any point within the United States that is destined to be transported by such foreign air carrier to any other point within the United States.
5. Neither the Company nor a Company affiliate will place its code on the flight of a foreign air carrier that operates any flights in which it takes on for hire persons, property or mail at any point in the United States that is destined to be transported to any other point within the United States, except for property transported between the state of Alaska and the mainland United States pursuant to 49 U.S.C. § 41703(e).
6. The Company will join the Association in opposing any change in U.S. law that would permit foreign air carriers to ~~engage in cabotage~~take on for hire, persons, property or mail at any point within the United States that is destined to be transported by such foreign air carrier to any other point within the United States, and in opposing any change in U.S. law that would permit persons other than U.S. citizens to increase their ownership above the level permitted as of March 1, 2012, or to acquire control of Delta.
7. In addition to all other restrictions specified in *Section 1*, the Company or a Company affiliate may only enter into or maintain a profit/loss sharing agreement with a foreign air carrier engaged in international partner flying the home country of which is served by at least four Company roundtrips per week between the U.S. and that country.
8. In the event the Company or a Company affiliate enters into or maintains a profit/loss sharing agreement with a foreign air carrier, Company flying between the United States and the home country of such foreign air carrier as well as any country to which such foreign air carrier operates nonstop from the United States will, in each rolling three month period, be no less than the Company's scheduled block hours of Company flying between the United States and any such country in the same three months of the twelve-month period prior to the month in which such agreement first became effective. Further, in each trailing twelve-month period measured at the end of each calendar quarter, the Company's share of revenue block hours flown under the profit/loss sharing agreement will be at least 75% of the Company's share of revenue subject to the profit/loss sharing agreement and generated by flying conducted on segments subject to the profit/loss sharing agreement in that twelve-month period. The Company will be excused from compliance with either or both of these provisions in the event a circumstance over which the Company does not have control is the cause of such non-compliance.
- ~~9.9.~~ Except as approved by the Delta MEC, or as otherwise provided by *Section 1 E.*, a carrier engaged in international partner flying will maintain a separate operating and corporate identity from the Company including, but not limited to, name, trade name, logo, livery, trademarks or service marks. The Delta MEC may, at its option, approve the use by a carrier engaged in international partner flying of a trade name, brand, logo,

trademarks, service marks, aircraft livery or aircraft paint scheme currently or in the future utilized by the Company or any Company affiliate.

10. The Company will review with the Association any Company plans to amend a profit/loss sharing agreement or enter into a new profit/loss sharing agreement. Before any such amended or new profit/loss sharing agreement is finalized, the parties will meet for the purposes of negotiating terms applicable to such amended or new profit/loss sharing agreement. If the parties reach an agreement on a production balance (i.e., a ratio of block hours, EASKs, frequencies, ASMs, or other parameters, performed by Delta compared to those performed by the other carrier(s) in the agreement) under an amended or new profit/loss sharing agreement, then the provisions of **Section 1 E. 2. a. – d.** and **Section 1 E. 7.** and **8.** will not apply to Company flying performed under that profit/loss sharing agreement.

Note: For purposes of **Sections 1 E. 7.** and **8.**, the “home country” means the foreign country from which a foreign air carrier (“carrier A”) in a profit/loss sharing agreement with the Company primarily operates; it also means a foreign country from which a foreign air carrier primarily operates if that air carrier:

- a. is an affiliate of carrier A,
- b. operates within the same primary geographical scope of the profit/loss sharing agreement between the Company and carrier A but is not included in such agreement,
- c. operates four or more weekly roundtrips between the United States and the foreign country from which it primarily operates, and
- d. is not otherwise subject to terms in the agreement between the Company and carrier A consistent with the provisions of **Section 1 P. 7.**

F. Company Affiliates and Successors

1. The PWA will be binding upon any Company affiliate. The Company will not conclude any agreement or arrangement that establishes or that will establish a Company affiliate unless the entity that will become such Company affiliate agrees in writing as an irrevocable condition of such agreement or arrangement to be bound by the PWA and if the affiliate is an air carrier or parent or subsidiary of an air carrier, to operate as part of a single carrier with the Company under the PWA, unless the affiliate operates only permitted aircraft types.
2. The PWA will be binding upon any successor, including without limitation, any merged company or companies (as defined in Section 2. (a) of the Allegheny-Mohawk Labor Protective Provisions), assignee, purchaser, transferee, administrator, receiver, executor and/or trustee of all or substantially all of the equity securities and/or assets of the Company or any affiliate (a “successor”) whether as a result of a single transaction or multi-step transactions (a “successorship transaction”). Neither the Company nor any affiliate will conclude any agreement with a successor for a successorship transaction, or that will result in or create a successor, unless the successor agrees in writing to assume and be bound by the PWA, to recognize the Association as the representative of the pilots consistent with the Railway Labor Act, and to agree that the employment of such pilots will be pursuant to the terms of the PWA.
3. If a Company affiliate or successor is an air carrier or controls or is controlled by an air carrier (other than an air carrier that operates only permitted aircraft types), the

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1 requirements of **Section 1 D. 8. a. – e.** will govern the resulting operational merger,
2 provided that the following specific provisions will apply to such Company affiliate or
3 successor if the Company affiliate or successor controls or acquires control of the
4 Company, and provided further that this provision will not affect the relationship between
5 the Company and any of its non air-carrier Company affiliates:

- 6 a. Subject to **Section 1 F. 3. b., c., and d.**, the provisions of **Section 1 D. 8. a. – e.** will
7 be construed so that those procedures will apply to **Section 1 F. 3.** as in the
8 circumstances where the Company is the acquiring entity.
- 9 b. If a Company affiliate or successor did not employ a pre-existing airmen group (as
10 defined in **Section 1 F. 3. d.**), the resulting seniority list of the merged operation will
11 consist of the pilot seniority list, followed by airmen hired by the Company affiliate
12 or successor whether before or after the date of the operational merger.
- 13 c. If a Company affiliate or successor employed a pre-existing airmen group, the pilot
14 and airmen seniority lists of the Company and the Company affiliate or successor will
15 be integrated pursuant to Association merger policy if both groups are represented by
16 the Association (in which case **Section 1 D. 8. b. 1) – 4)** will apply), or if the airmen
17 of the Company affiliate or successor are not represented by the Association, then
18 pursuant to Sections 3 and 13 of the Allegheny-Mohawk Labor Protective Provisions
19 as provided in Section 117 of Public Law 110-161.
- 20 d. For purposes of **Section 1 F. 3.**, the phrase “employed a pre-existing airmen group”
21 means that the entity involved (or any entity that it controls or is controlled by)
22 employed airmen continuously from a date at least sixty days prior to the date of the
23 agreement resulting in the entity becoming a Company affiliate or successor.
- 24 4. Before concluding any agreement or arrangement which would result in a successorship
25 transaction or establish a Company affiliate, the Company will provide advance notice to
26 the Association (to the extent consistent with the Company’s legal obligations regarding
27 disclosure of information related to the agreement or arrangement) of the successorship
28 transaction or establishment of a Company affiliate.

30 G. Change in Control

- 31
- 32 1. In the event that through a single transaction or multi-step related transactions, any entity
33 acquires control of the Company or any Company affiliate air carrier that operates other
34 than permitted aircraft types (any such transaction, a “change in control”), the
35 Association will have the right in its sole discretion upon written notice to the Company
36 within 60 days of receiving written notice of the change in control, to either:
 - 37 a. serve a Section 6 notice to reopen the PWA in whole or in part, or
 - 38 b. extend the duration of the PWA for one, two or three years, at the Association’s
39 option, past the amendable date with 3% annual wage increases on the amendable
40 date and on the subsequent anniversary date(s) of the amendable dates, if applicable.
- 41 2. **Section 1 G. 1.** will not apply if the transaction that constitutes a “change in control”
42 consists solely of a corporate form restructuring that creates a parent holding company of
43 the Company, whose shareholders and Board of Directors at the closing of the transaction
44 are substantially the same as the shareholders and Board of Directors of the Company
45 immediately preceding the transaction. **Section 1 G. 1.** also will not apply to a

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1 transaction during the Company’s Chapter 11 reorganization or to a plan of
2 reorganization resulting in emergence from Chapter 11.

3 Exception: If, as a result of a transaction during the Company’s Chapter 11
4 reorganization or plan of reorganization resulting in emergence from Chapter 11, the
5 acquiring entity is an air carrier or controls or is controlled by an air carrier, the
6 Association will have the right in its sole discretion upon written notice to the Company,
7 within 60 days of receiving written notice of the change in control, to extend the duration
8 of the PWA for one, two or three years, at the Association’s option, past the amendable
9 date, with 3% annual wage increases on the amendable date and on the subsequent
10 anniversary date(s) of the amendable dates, if applicable.

- 11 3. **Section 1 G. 1.** will not apply to any entity that is an IRS qualified employee benefit plan
12 of the Company (or a parent), or a trustee or other fiduciary of such plan acting in its
13 capacity as such, provided that the plan is one in which (i) all pilots who meet the general
14 service requirements applicable to all participants are entitled to participate; (ii) stock of
15 the Company or Company affiliate allocated to accounts of participants is voted in
16 accordance with the instructions of the participants if any are given and (iii) the trustee
17 voting unallocated stock is a nationally recognized bank or financial institution. If stock
18 in the plan which is not required to be voted in accordance with directions of the
19 participants is tendered to an entity outside the plan, such stock will be deemed to be no
20 longer owned by the plan for purposes of **Section 1 G. 3.**

21 H. Opportunity to Make Competing Proposal

22 In the event the Company receives a proposal for a transaction that would, if completed,
23 result in a successor or change in control, and the Company determines to pursue or facilitate
24 the proposal the Company and/or Company affiliate will in good faith seek to provide the
25 Association with the opportunity to make a competing proposal at such time and under such
26 circumstances as the Board of Directors of the Company and/or Company affiliate
27 reasonably determines to be consistent with their fiduciary duties.
28
29
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31 I. General Furlough Protection

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33 1. No pilot on the seniority list as of ~~July 1, 2012~~ [DOS] will be placed on furlough on less
34 than 90 days advance written notice.
35 2. No pilot on the seniority list as of ~~July 1, 2012~~ [DOS] will be placed on furlough if the
36 staffing at the time of notice or at time of furlough is less than the PBS Staffing Formula
37 (**Section 22 C.**) for any position.
38 3. No pilot will be placed on furlough as the result of ~~Delta’s~~ the Company or a Company
39 affiliate’s acquisition of control of another air carrier or of another air carrier’s
40 acquisition of control of ~~Delta~~ the Company or a Company affiliate, commencing on the
41 date of consummation of the agreement resulting in the acquisition of control and
42 continuing for 24 months following the closing of such agreement between ~~Delta~~ the
43 Company or a Company affiliate and the other air carrier.
44 4. The Company will be excused from compliance with the provisions of **Section 1 I. 1., 2.,**
45 **and 3.** in the event a circumstance over which the Company does not have control is the
46 cause of such noncompliance.

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1 5. A carrier that operates 70- or 76-seat aircraft in category A or C may do so only if that
2 carrier and the Company have agreed that the carrier will make offers of employment to
3 furloughed pilots before any other candidate for hire (subject to a furloughed pilot's
4 completing the hiring carrier's standard new-hire airman paper work, meeting the hiring
5 carrier's standard new-hire airman hiring standards and medical qualifications, satisfying
6 the hiring carrier's standard background checks, and successfully completing an
7 interview). Such offers will be made in pilot seniority order. A furloughed pilot hired by
8 a Delta Connection Carrier will not be required to resign his Delta seniority number in
9 order to be hired by such carrier. Preferential hiring rights at Delta Connection Carriers
10 for pilots furloughed by the Company provided herein will be in addition to any rights to
11 be hired or to flow down that such furloughed pilots may have pursuant to NWA LOA
12 2006-10 and LOA #9. The provisions of **Section 1 I. 5.** will apply to carriers that operate
13 70- or 76-seat aircraft for the Company as a result of a merger transaction no later than
14 one year after the closing date of that merger transaction.

J. Fragmentation Transaction

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16 J. Fragmentation Transaction
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18 As a condition of any fragmentation transaction, the Company will, at the request of the
19 Association, require the transferee of assets to:

- 20 1. employ a certain number of Delta pilots based on the number of crewmembers that will
21 be required by the transferee for the operation of the transferred assets (not counting
22 airmen employed by the transferee);
- 23 2. offer employment to the Delta pilots selected for the right to transfer according to
24 eligibility criteria determined by agreement between the Company and the Association
25 or, in the absence of such agreement, by a neutral arbitrator; an offer of employment
26 rejected by a pilot will in turn be offered to the next eligible pilot, if any, under the
27 criteria determined under **Section 1 J. 2.** but will not increase the number of eligible
28 pilots;
- 29 3. provide that the transferring pilots will be integrated with the transferee's pilots pursuant
30 to Association Merger Policy if the transferee's pilots are represented by the Association
31 or, if otherwise, pursuant to Sections 3 and 13 of the Allegheny-Mohawk Labor
32 Protective Provisions.

K. Labor Dispute

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34 K. Labor Dispute
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36 During a labor dispute involving an air carrier (other than the Company):

- 37 1. the Company will not perform training of airmen for service as employees of the air carrier
38 (replacement airmen) in connection with a labor dispute,
- 39 2. a Company affiliate will not perform training of airmen for service as employees of the air
40 carrier (replacement airmen) other than itself, and
- 41 3. the provisions of **Section 1 P. 8.** as they apply to the AF/KL/AZ JV will apply to each air
42 carrier that engages in international partner flying with the Company and to the affiliates
43 of such air carrier, except that the provisions of **Section 1 P. 8. d.** and **e.** will not be
44 triggered during a lawful strike by the airmen of an affiliate of a carrier engaged in
45 international partner flying (as long as the affiliate is not engaged in international partner
46 flying with the Company).

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~~Exception: With respect to labor disputes other than those involving a codeshare partner of the Company, this provision will not prevent the training of airmen by the Company at the current training rate pursuant to agreements entered into prior to October 1, 2004.~~

L. Pilot Member of the Board of Directors and Information Sharing

1. The Delta Master Executive Council (the “Delta MEC”) of the Association will be entitled to appoint a full voting member of the Company’s Board of Directors (the “Pilot Member”) to attend and participate in all regular and special meetings of the Company’s Board of Directors in accordance with **Section 1 L. 1.**
 - a. The Company agrees that at any annual or special meeting of stockholders of Delta at which directors of Delta are to be elected, and at which the seat held by a Qualified ALPA Member (as defined below) is subject to election, Delta shall will renominate the Pilot Member, or nominate another Qualified ALPA Member (the “Pilot Nominee”) designated by the Delta MEC to be elected to the Board of Directors of Delta (the “Delta Board”), and shall will use its reasonable best efforts to cause such person to be elected to such position (it being understood that efforts consistent with, and no less extensive than, in all material respects, the efforts used by Delta to solicit proxies in favor of the election of the rest of the director nominees of the Delta Board shall be deemed reasonable best efforts). The Delta MEC shall will notify Delta of its proposed Pilot Nominee to the Delta Board, in writing, no later than 60 days prior to the first anniversary of the mailing of the proxy statement related to the previous year’s annual meeting of stockholders, together with all information concerning such Pilot Nominee reasonably requested by Delta. In the event of the death, disability, disqualification, resignation, removal or failure to be elected of the Pilot Member or Nominee, the Delta Board will promptly elect to the Delta Board a replacement Qualified ALPA Member designated by the Delta MEC to fill the resulting vacancy, which individual shall will then be deemed a Pilot Nominee for all purposes hereunder. For purposes of ~~this section~~, **Section 1 L. 1.**, “Qualified ALPA Member” means an individual who, at the time of nomination and at all times thereafter until such individual’s service on the Delta Board ceases, (a) shall will be a Delta pilot, (b) shall will meet any applicable requirements or qualifications under applicable law or stock exchange rules to be a member of the Delta Board, (c) shall will not be a member or an officer of the Delta MEC or an officer of the Association and (d) shall will, prior to being nominated, agree to comply with the requirements of **Section 1 L. 1. b.** In accordance with Delta’s corporate governance policy with respect to the compensation of directors who are employees of Delta, the Pilot Member shall will not be compensated for his or her service on the Delta Board. The Pilot Member will have the same powers, rights and duties as the other members of the Delta Board, and Delta will indemnify the Pilot Member -to the same extent it provides indemnification to other members of the Delta Board, including the provision of directors and officers liability insurance. Nothing herein shall will be deemed to require that any party hereto, or any affiliate thereof, act or be in violation of any applicable provision of law, legal duty or requirement or stock exchange or stock market rule.
 - b. Each of the Association and the Delta MEC acknowledge that, under applicable law, all members of the Delta Board are required to act in accordance with their fiduciary

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1 duties to Delta and to its stockholders and accordingly acknowledge that (1) the Pilot
2 Member’s fiduciary responsibilities may require that he or she be excused from time
3 to time from portions of meetings of the Delta Board or committees thereof and be
4 recused from voting upon certain matters presented to the Delta Board for
5 consideration in accordance with the policies and practices of the Delta Board
6 applicable to all members of the Delta Board and (2) the Pilot Member ~~shall~~will be
7 bound by the confidentiality obligations of the members of the Delta Board with
8 respect to all discussions, deliberations and decisions of the Delta Board and any
9 committees thereof in accordance with the policies of the Delta Board applicable to
10 all members of the Delta Board, provided that, the Pilot Member ~~may~~ from time to
11 time, with the knowledge of the Chairman of the Delta Board or Chief Executive
12 Officer of Delta, exercise his reasonable discretion to provide such information to the
13 Delta MEC, its officers, relevant committees, and advisors who have executed
14 confidentiality agreements approved by Delta for that purpose. Delta and the Delta
15 MEC hereby acknowledge that, at any time, for any reason, at the request of the Delta
16 MEC, the Pilot Member ~~shall~~will resign from the Delta Board to be replaced by a
17 replacement Qualified ALPA Member designated by the Delta MEC, that the Pilot
18 Member has agreed with the Delta MEC to so resign, and that if, under such
19 circumstances, the Pilot Member fails promptly to so resign, the Delta Board may
20 remove the Pilot Member from his or her position on the Delta Board (to be replaced
21 by a replacement Qualified ALPA Member designated by the Delta MEC).

- 22 c. All obligations of Delta hereunder shall terminate, and the Delta MEC ~~shall~~will cause
23 the Delta MEC’s Pilot Member to resign from the Delta Board and any committees
24 thereof immediately upon the date on which the Association (or any successor by
25 reorganization of the Association) ceases to be the authorized representative of the
26 Delta Pilot Group or the pilots of a successor to Delta for purposes of collective
27 bargaining. At any time that the Pilot Nominee does not satisfy the conditions set
28 forth in the “Qualified ALPA Member” definition, the Delta MEC ~~shall~~will cause
29 such individual to resign from the Delta Board and any committees thereof.
- 30 d. Delta hereby agrees that if, at any time, a publicly-held parent company of Delta were
31 to be formed (the “Parent Company”), the rights of the Delta MEC hereunder to
32 appoint a Pilot Member to the Delta Board, and the corresponding obligations of
33 Delta hereunder, will apply, mutatis mutandis, to the right of the Delta MEC to
34 appoint a Pilot Director to the board of directors of the Parent Company, and the
35 corresponding obligations of the Parent Company, but without affecting the rights and
36 obligations of the Delta MEC with respect to appointment of the Pilot Director to the
37 Delta Board and the corresponding obligations of Delta hereunder.
- 38 e. **Section 1 L. 1.** became effective on April ~~14th~~14, 2008, and will remain in effect until
39 and unless changed by written agreement of the parties. **Section 1 L. 1.** will not be
40 subject to the grievance and/or System Board of Adjustment procedures of **Sections**
41 **18** and **19** and will be governed by the laws of the State of Delaware, and each of the
42 parties knowingly waives, relinquishes, and agrees that it will not assert any claim or
43 argument (whether in court or elsewhere) that the terms of **Section 1 L. 1.** may be
44 modified or in any way set aside (except by written agreement of the parties hereto)
45 during any period after the amendable date of the PWA or of any successor PWA,

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- 1 including any period during which Delta and the Association have been released to
2 engage in lawful self-help pursuant to the Railway Labor Act, as amended.
- 3 2. The Company will provide the Association on a periodic basis and, in addition, at its
4 reasonable request, with detailed historical operating and financial information on the
5 Company and its Company affiliates and detailed projected operating and financial
6 information on the Company and its Company affiliates.
- 7 a. Access to, use and distribution of, information provided to the Association under
8 **Section 1 L. 2.** will be conditioned upon and governed by reasonable confidentiality
9 agreements deemed appropriate by the Company and Association.
- 10 b. Information provided to the Association under **Section 1 L. 2.**, will include all
11 information reasonably necessary to enable the Association to monitor Delta's
12 compliance with the terms of **Section 1** (including copies of all codeshare and prorate
13 agreements between Delta and Delta Connection Carriers and between Delta and
14 carriers engaging in category B operations, and the number and type of aircraft in
15 Category A operations will be provided to the Association at the scheduled quarterly
16 financial update), as well as Delta's compliance with the terms of the Company's
17 Profit Sharing Plan and the Company's Monthly Performance Incentive Program.
18 The Company will also provide all operational and financial information, historical
19 and projected, concerning ~~the AF/KL/AZall~~ joint ~~venture~~ventures, and copies of all
20 codeshare agreements and profit/loss sharing agreements. Information related to
21 codeshare and joint venture limitations (i.e., **Section 1 D. 4. – 6.**, **Section 1 E. 2.**,
22 **Section 1 E. 7. and 8.**, **Section 1 O. 2. – 5.**, and **Section 1 P. 4.**) will be provided
23 within 30 days after the conclusion of the applicable measurement period.
- 24 c. Delta will also provide to the Association documentation of each flight segment that
25 has been published by the Company (in print or electronically as of the first day of the
26 current month) bearing both the DL code and one or more of AS or HA code for each
27 of the two months following the current month. Such documentation will be provided
28 to the Association, in electronic form, by the end of each such current month.
- 29 d. The detailed historical operating information referenced in **Section 1 L. 2.** will be
30 provided to the Association concurrent with the **Section 1 D. 4. – 6.**, **Section 1 E. 2.**,
31 **Section 1 E. 7. and 8.**, **Section 1 O. 2. – 5.**, and **Section 1 P. 4.** (when applicable)
32 information, at the end of each month, for the prior month.
- 33 3. The Company will not make any contribution to any employee grantor trust established
34 by a Delta employee in connection with the 2002 Delta Excess Benefit Plan or the 2002
35 Delta Supplemental Excess Benefit Plan or contribute to any employee grantor trust
36 established in the future in connection with such plans or any successor plans.

37 M. Remedies

38 The Company at the written request of the Association will arbitrate any grievance filed by
39 the Association alleging a violation of **Section 1** on an expedited basis directly before the
40 Five Member System Board of Adjustment. Such expedited arbitration hearing before such
41 Board will be completed no later than 60 days following the filing date of the grievance and
42 the grievance will be decided by the System Board no later than 90 days after the filing of
43 the grievance, unless the parties agree otherwise in writing.
44
45
46

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N. Virgin Australia Joint Venture

1. Delta and Virgin Australia are partners in a series of agreements establishing a long-term alliance between them, linking their route networks, and enabling them to market integrated air transportation services. The U.S. Department of Transportation (DOT) has granted certain of these agreements immunity from the U.S. antitrust laws, subject to certain conditions, to facilitate the integration of the DL and VA route networks.
2. The flying subject to the VA JV agreement was determined by the carriers' respective existing routes, and includes all published and scheduled services operated by the parties between Australia and/or New Zealand on the one hand, and the United States, Canada, and Mexico on the other hand, excluding cargo-only flights and charter flights operated by either carrier. Pursuant to the terms of the VA JV agreement, the parties may also include services via trans-Pacific routings in additional markets between Australia and New Zealand and the United States, Canada, and Mexico and other Pacific countries such as Japan. Any such services that are included in the VA JV agreement will be included in the average scheduled weekly roundtrip frequency requirements under **Section 1 N. 3**.
3. ~~Beginning with the~~For each 12-month period ending on March 31, 2013, and measured every March 31 thereafter (the "measurement period"), for all trans-Pacific flights that are subject to the VA JV agreement the Company will normally schedule and maintain no less than the minimum number of average scheduled weekly roundtrip frequencies in Column B of the following chart compared to the number of VA average scheduled weekly roundtrip frequencies in Column A. The Company may maintain no less than the minimum number of average scheduled weekly roundtrip frequencies in Column C if it first meets and confers with the Association regarding the reasons it will not operate the number of average scheduled weekly frequencies under Column B. The Company will only be allowed to remedy non-compliance with the minimum frequency requirements of Column C under **Section 1 N. 4**. so long as it maintains no less than the minimum number of average scheduled weekly roundtrip frequencies in Column D.

Number of Average Scheduled VA Weekly Roundtrip Frequencies	Minimum Number of Average Scheduled DL Weekly Roundtrip Frequencies		
	Column A	Column B	Column C
1-14	5	n/a	n/a
15-21	7	6.75	6
22+	50% of Column A	48.2% of Column A	42.9% of Column A

Note one: The number of averaged scheduled VA weekly roundtrip frequencies in each measurement period will be rounded to the nearest whole number and the number of averaged scheduled DL weekly roundtrip frequencies will be rounded to the nearest hundredth.

Note two: This section constitutes a production balance for the purposes of **Section 1 E. 910**.

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1 Exception: With the consent of the Delta MEC Chairman, the Company may operate
2 fewer average scheduled weekly roundtrip frequencies in a measurement period than is
3 required in Column C regardless of the average number of scheduled weekly roundtrip
4 frequencies operated by VA, but under no circumstances will the Company operate fewer
5 than four scheduled roundtrip frequencies in any given week.

- 6 4. If the Company’s average scheduled weekly roundtrip frequencies in a measurement
7 period is below the minimum required in Column C of the chart in **Section 1 N. 3.** but not
8 less than the number in Column D, the Company will remedy such non-compliance by
9 maintaining compliance with the minimum required in Column C in the following
10 measurement period. The Company will be excused from compliance with the
11 provisions of **Section 1 N. 3.** in the event a circumstance over which the Company does
12 not have control is the cause of such non-compliance.

13 5. Labor Disputes

- 14 a. There will be no increased use of the DL code (i.e., an increase over and above that
15 which was loaded in Deltamatic in the 90-day period prior to the commencement of
16 the cooling off period) by VA during a cooling off period (under Section 5, 6, or 10
17 of the Railway Labor Act) applicable to Delta pilots. In the event of a lawful primary
18 strike against Delta by the Delta pilots, the DL code will not be used by VA at any
19 time during such strike.
- 20 b. There will be no payments other than those payments occurring during the ordinary
21 course of business to Delta from VA during a cooling off period (under Section 5, 6,
22 or 10 of the Railway Labor Act) applicable to Delta pilots or a lawful strike by Delta
23 pilots.
- 24 c. No airman trained by VA in the prior 12 months will be hired to serve as a Delta pilot
25 during a cooling off period (under Section 5, 6, or 10 of the Railway Labor Act)
26 applicable to Delta pilots or a lawful strike by Delta pilots.
- 27 d. There will be no increased use of the VA code (i.e., an increase over and above that
28 which was loaded in Deltamatic in the 90-day period prior to the commencement of
29 the strike) by Delta during a lawful strike by the VA airmen.
- 30 e. Without the consent of the Delta MEC Chairman, there will be no increase of gauge
31 on any Delta route which carries the VA code (i.e., an increase over and above that
32 which was loaded in Deltamatic in the 90-day period prior to the commencement of
33 the strike) during a lawful strike by the VA airmen.

- 34 6. Pursuant to **Section 1 E. 910**, the Company will review with the Association any
35 Company plans to amend the VA JV. Before any such amended VA JV agreement is
36 finalized, the parties will meet for the purposes of negotiating terms applicable to such
37 amended VA JV agreement.

38 Note: So long as the Company does not amend the geographic scope of the VA JV in
39 **Section 1 N. 2.**, the production balance in **Section 1 N. 3.** will apply to any amended VA
40 JV.

41
42 O. Permitted Arrangements Pursuant to the Alaska Marketing Agreement

- 43
44 1. **Section 1 C.** will not apply to flying performed by AS under the DL code under **Section 1**
45 **O.** provided that the DL code may only be placed on AS flight segments:
46 a. for the sole purpose of passenger service,

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- 1 b. pursuant to the Alaska marketing agreement,
- 2 c. under a prorate agreement, and
- 3 d. consistent with the terms of **Section 1 O.**
- 4 2. The DL code will not be placed on AS flight segments between Delta hubs whether or
- 5 not a Delta hub is also an Alaska hub.
- 6 3. The DL code will not be placed on AS flight segments to or from a Delta hub.
- 7 Exception one: The DL code may be placed on AS flight segments to or from LAX,
- 8 subject to **Section 1 O. 2.** Any such flight segments between LAX and an Alaska hub
- 9 will be included in the calculations in **Section 1 O. 3. Exception two.**
- 10 Exception two: The DL code may be placed on AS hub to hub flight segments, provided
- 11 that the following limitations are satisfied (measured at the end of each month on a
- 12 rolling 12 month average):
- 13 a. the ratio of the aggregate number of scheduled hub to hub flight segments of DL
- 14 bearing an AS code, to the aggregate number of scheduled hub to hub flight
- 15 segments of AS bearing a DL code, must equal or exceed 4.0, and
- 16 b. the ratio of the aggregate number of scheduled hub to hub flight segments of Delta
- 17 bearing an AS code, to the aggregate number of scheduled hub to hub flight
- 18 segments of Alaska bearing a DL code, must equal or exceed 4.0.
- 19 Note one: AS flight segments between SEA and LAX will not be used in calculating the
- 20 ratios in **Section 1 O. 3. Exception two a. and b.**
- 21 Note two: Each requirement in **Section 1 O. 3. Exception two a. and b.** will be satisfied
- 22 if, with respect to such requirement, the number of scheduled flight segments of Delta or
- 23 DL, as applicable, bearing the AS code, as applicable, is no more than two average daily
- 24 scheduled flight segments below the minimum number of such flight segments specified
- 25 by such requirement. It is understood that “average daily scheduled flight segments” will
- 26 be computed with respect to the applicable rolling time period.
- 27 4. In the absence of consent of the MEC Chairman, Delta will remove its code from AS
- 28 flight segments between the State of Alaska and the mainland United States in a ~~bid~~
- 29 ~~period~~month immediately following a period of twelve consecutive ~~bid periods~~months in
- 30 which the total number of scheduled Delta flight segments between the State of Alaska
- 31 and the mainland United States was less than 1,419. The Company will be excused from
- 32 compliance with **Section 1 O. 4.** if the cause for such non-compliance was a
- 33 "circumstance over which the Company does not have control" as defined in **Section 1 B.**
- 34 **9.**
- 35 5. With respect to flight segments of AS in a city pair, no more than:
- 36 a. the following percentage of monthly passenger seats may be occupied by passengers
- 37 traveling under the DL code:
- 38 1) 50% for flights between SEA and either MSP or ATL, and
- 39 2) 35% for flights in all other city pairs, or
- 40 b. a monthly average of 86 passenger seats may be occupied by passengers traveling
- 41 under the DL code per flight segment, if in the month involved this results in a lesser
- 42 number of passenger seats occupied by such passengers than under **Section 1 O. 5. a.**
- 43 ~~6.—Reserved.~~
- 44 7. Delta will not purchase or reserve seats on AS on a block space basis (i.e., on the basis of
- 45 the purchase or reservation by Delta of a block of seats on aircraft operated by AS, at a
- 46 contractually agreed price, that are then available for resale by Delta to its customers).

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- 1 ~~87~~. If Delta is in breach of any of the limitations on hub to hub (**Section 1 O. 3.**) flight
2 segments the following will apply:
- 3 a. Delta may cure any such breach within 60 days of the date of written notification
4 from the MEC Chairman to the Company of such breach by:
- 5 1) removing the DL code from, as applicable, AS or Alaska flight segment(s), and/or
6 2) increasing the number of DL or Delta, as applicable, flight segment(s) bearing the
7 AS code, as applicable.
- 8 b. Delta may defer the cure of any such breach for up to 90 days beyond such 60 day
9 period if the cause of such breach was a "circumstance over which the Company does
10 not have control," as defined in **Section 1 B. 9.**
- 11 ~~98~~. Consolidation
- 12 a. If Delta or Alaska acquires an air carrier and integrates that air carrier so as to form a
13 single carrier, the applicable limitations and parameters in **Section 1 O.** will be
14 adjusted to include the increase in scheduled flight segments that result from the
15 acquisition and integration of the acquired air carrier.
- 16 b. The Association will have the right to terminate **Section 1 O.** upon 60 days written
17 notice to the Company, if Alaska, without the prior written approval of the
18 Association, acquires control of Delta, either directly or through another individual,
19 entity or trust, or as part of a group.
- 20 ~~109~~. There will be no direct or indirect transfer to AS of any aircraft owned, leased,
21 operated or on order or option by or on behalf of Delta or a Company affiliate, other than
22 in the normal course of business (e.g., lease returns or sale of aircraft, orders or options
23 on arm's length market terms).
- 24 ~~110~~. Delta will maintain a separate operating and corporate identity from Alaska,
25 including, but not limited to, name, trade name, logo, livery, trademarks or service marks,
26 but permitting (in addition to the separate name, trade name, logo, livery, trademarks or
27 service marks) the use of designator codes, frequent flyer program information, and other
28 name, trademarks, trade name, logo, livery or service marks that reflect the alliance
29 relationship. The foregoing will not preclude Delta from acquiring and integrating
30 Alaska under **Section 1 D. 8.**, but will apply until the closing date of any corporate
31 transaction pursuant to which Delta or any Company affiliate acquires control of Alaska.
- 32 ~~121~~. To the extent that any of the terms of **Section 1 O.** are inconsistent with any of the
33 terms of the Alaska marketing agreement, the terms of **Section 1 O.** will take precedence
34 and will remain in full force and effect. Delta will not be excused from compliance with
35 any of the terms of **Section 1 O.** based on its obligations under the Alaska marketing
36 agreement.
- 37 ~~131~~. Amendments to the Alaska marketing agreement
- 38 a. No amendment to the Alaska marketing agreement (other than a termination) that
39 constitutes a material change will be made without the written consent of the Delta
40 MEC Chairman.
- 41 b. A copy of each amendment to the Alaska marketing agreement will be promptly
42 delivered to the office of the Delta MEC Chairman. A copy of each such amendment
43 that affects a codeshare or prorate term or condition will be delivered to the office of
44 the Delta MEC Chairman, for his review and comment, at least 30 days prior to
45 implementation.
- 46 1) If the Delta MEC Chairman believes that the amendment is a material change, he

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1 may dispute such amendment by submitting a grievance to the Company for
2 expedited determination under **Section 1 M**. To be valid, such grievance must be
3 so submitted within 30 days of the date of delivery of the amendment to the office
4 of the Delta MEC Chairman.

- 5 2) If the System Board of Adjustment determines that the amendment is a material
6 change, then at the written request of the Delta MEC Chairman, Delta will cancel
7 or void the disputed amendment to the Alaska marketing agreement and will take
8 all other action necessary to restore the status quo that existed prior to such
9 amendment within 30 days of receipt of such written request by the Company. In
10 addition, the System Board may award such other and further relief as appropriate
11 to provide a make-whole remedy to pilots harmed by such material change.
12 3) If Delta does not comply with such request within such 30 day period, the Delta
13 MEC Chairman will have the right to terminate **Section 1 O**. upon 60 days
14 advance written notice to the Company.

15 ~~14~~13. Termination

- 16 a. In the event that the Alaska marketing agreement is terminated in whole, for any
17 reason, Delta and the Delta MEC Chairman, each, will have the right to declare
18 **Section 1 O**. null and void upon 30 days advance written notice to the other.
19 b. If Delta or Alaska serves a notice of termination of its participation in the Alaska
20 marketing agreement, and such notice of termination of participation is accepted by
21 the other party, the Delta MEC Chairman will have the right to terminate **Section 1 O**.
22 upon 60 days advance written notice to the Company, with such termination to be
23 effective upon the date of termination of such party's participation in the Alaska
24 marketing agreement.

25 ~~15~~14. Rulings of Government Authority

26 If, as a result of any action or rulings of any governmental authority, or in response
27 thereto, any amendment that is a material change is required to be made to the Alaska
28 marketing agreement, and is made without the written consent of the Delta MEC
29 Chairman, then the Delta MEC will have the right to terminate **Section 1 O**. upon 60 days
30 advance written notice to the Company.

31 ~~16~~15. Labor Disputes

- 32 a. There will be no increased use of the DL code (i.e., an increase over and above that
33 which was loaded in Deltamatic in the 90 day period prior to the commencement of
34 the cooling off period) by AS during a cooling off period (under Sections 5, 6, or 10
35 of the Railway Labor Act) applicable to Delta pilots. In the event of a lawful primary
36 strike against Delta by the Delta pilots, the DL code will not be used by AS at any
37 time during such strike.
38 b. There will be no payments other than those payments occurring during the ordinary
39 course of business to Delta from AS during a cooling off period (under Sections 5, 6
40 or 10 of the Railway Labor Act) applicable to Delta pilots or a lawful strike by Delta
41 pilots.
42 c. No airman trained by AS in the prior 12 months will be hired to serve as a Delta pilot
43 during a cooling off period (under Sections 5, 6, or 10 of the Railway Labor Act)
44 applicable to Delta pilots or a lawful strike by Delta pilots.

45 Note: For ease of reading in **Section 1 O. 16.**, the defined term "pilot" is modified by
46 the word "Delta." Such modification does not change the meaning of the defined

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1 term “pilot.”

2 ~~17~~16. The provisions of **Section 1 O. 13. – 16.** will be effective in all respects without
3 regard to whether the parties are then engaged in collective bargaining pursuant to
4 Section 6 of the Railway Labor Act. Delta expressly waives any and all rights
5 whatsoever to argue that the Association’s rights under these provisions or exercise of
6 such rights should be affected in any way by virtue of the status quo provisions of the
7 Railway Labor Act.

8 ~~18~~17. Transactions between Delta and AS will be at arm’s length (as would be
9 conducted by independent, unaffiliated parties).

10
11 P. Delta / Air France / KLM / Alitalia Joint Venture

- 12
13 1. Delta, Air France, KLM, and Alitalia are partners in a series of agreements establishing a
14 long-term alliance between them, linking their route networks, and enabling them to
15 market globally integrated air transportation services. The U.S. Department of
16 Transportation has granted certain of these agreements immunity from the U.S. antitrust
17 laws, subject to certain conditions, to facilitate the integration of the DL, AF, KL, and AZ
18 route networks.
19 2. Full implementation of the AF/KL/AZ JV commenced on April 1, 2010.
20 3. Each party’s economic share of the AF/KL/AZ JV will be determined in accordance with
21 the formula delineated in the AF/KL/AZ JV agreement.

22 ~~4. The amount of flying subject to the AF/KL/AZ JV for Bundle 1 was determined from an~~
23 ~~EASK baseline period (the baseline EASK). The baseline EASK allocations are 50% for~~
24 ~~DL and 50% for AF/KL/AZ. Effective with the three-year measurement period ending~~
25 ~~on March 31, 2011 (including applicable AZ flying during the 12-month measurement~~
26 ~~period of April 1, 2010 to March 31, 2011 only), the Company shall maintain no less than~~
27 ~~48.50% of the EASK capacity share in this measurement period (Company’s baseline~~
28 ~~EASK allocation minus 1.50%). A new three-year rolling measurement period will begin~~
29 ~~April 1, 2011 and the actual capacity share percentages for all previous years will be~~
30 ~~disregarded for capacity share measurement purposes. In the case of the rolling three-~~
31 ~~year measurement periods ending March 31, 2014, and thereafter, the Company shall be~~
32 ~~required to maintain no less than 48.50% (Company’s baseline EASK allocation minus~~
33 ~~1.50%) of the total EASK capacity subject to the provisions of **Section 1 P. 6.**~~

34 4. Effective with the one-year measurement period beginning January 1, 2016, and
35 continuing for each 12-month measurement period thereafter, the baseline EASK share
36 for Bundle 1 is 47.5% for DL and 52.5% for AF/KL/AZ. For each successive two
37 measurement periods combined (a “two calendar-year period”; such two calendar-year
38 period would be January 1, 2016 to December 31, 2017 and January 1, 2018 to December
39 31, 2019, etc.), the Company’s Bundle 1 EASKs flown in accordance with the provisions
40 of the AF/KL/AZ JV agreement in the first year of a two calendar-year period and in the
41 second year of the same two calendar-year period will on average be no less than 46.5%
42 of the Bundle 1 EASKs flown in accordance with the provisions of the AF/KL/AZ JV
43 agreement.

44
45 Example one:

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1 If the Company, in the first measurement period of a two calendar-year period, maintains
2 45.5% of the Bundle 1 EASKs flown in accordance with the provisions of the AF/KL/AZ
3 JV agreement, then in the second measurement period in the same two calendar-year
4 period, the Company will maintain no less than 47.5% of the Bundle 1 EASKs flown in
5 accordance with the provisions of the AF/KL/AZ JV agreement.

6
7 Example two:

8 If the Company, in the first measurement period of a two calendar-year period, maintains
9 47.5% of the Bundle 1 EASKs flown in accordance with the provisions of the AF/KL/AZ
10 JV agreement, then in the second measurement period in the same two calendar-year
11 period, the Company will maintain no less than 45.5% of the Bundle 1 EASKs flown in
12 accordance with the provisions of the AF/KL/AZ JV agreement.

13
14 Note one: The Company's baseline EASK ~~allocation~~share and the Company's minimum
15 EASK ~~allocation~~share in **Section 1 P. 4.** will be adjusted accordingly in the event the
16 parties to the AF/KL/AZ JV agreement reset or adjust the baseline EASK allocation as a
17 result of:

- 18 a. capacity adjusted as a result of the inclusion of a third party carrier or new
19 competing operations (using the methodology in the AF/KL/AZ JV agreement),
- 20 b. capacity added by a party to the AF/KL/AZ JV agreement in response to competing
21 operations that are not included in the AF/KL/AZ JV agreement (using the
22 methodology in the AF/KL/AZ JV agreement), or
- 23 c. a change in the scope of flying included in Bundle 1. Any ~~such~~ adjustment to the
24 Company's baseline EASK ~~allocation~~share as a result of a change in the scope
25 of flying included in Bundle 1 will:
 - 26 1) be from the baseline EASK ~~allocation~~share, and
 - 27 2) reflect the parties' respective shares of EASKs attributable to the change in the
28 scope of the flying included in Bundle 1, using the Company's proportionate
29 level of flying to the country(ies) included/excluded from Bundle 1. The
30 adjustment ~~shall~~will be no greater than the larger of:
 - 31 a) the actual change in EASK capacity in the 12-month period ending March
32 31, 2009, or
 - 33 b) the actual change in EASK capacity in the 12-month period preceding the
34 change in the scope of Bundle 1 flying.

35 Note two: ~~In the first 12-month measurement period following March 31, 2010 (i.e.,~~
36 ~~from each April 1 to March 31 of the following calendar year), during which~~The parties
37 will meet and confer regarding how the Company's baseline EASK capacity~~share is~~
38 ~~greater than or equal to 49.75%, a new three-year rolling measurement period will begin~~
39 ~~and the capacity share percentages for all previous years will be disregarded for capacity~~
40 ~~share measurement purposes.~~

41 ~~5. Reserved.~~

42 ~~6. If the Company is not in compliance with the and minimum EASK capacity~~
43 ~~allocation under share will be adjusted for purposes of **Section 1 P. 4.** for any~~
44 ~~measurement period, the Company will cure any such breach by increasing the number of~~
45 ~~DL EASKs or decreasing the number of AF/KL/AZ EASKs to return the Company's~~
46 ~~EASK capacity share to compliance with the minimum EASK allocation under **Section 1**~~

~~P. 4. for the then current rolling three year measurement period. Note one if and when a partner carrier is removed from the JV.~~

~~Example: If the Company's EASK capacity share is out of compliance with its minimum EASK allocation for the three year measurement period ending March 31, 2014, then the Company will return its EASK capacity share to compliance with its minimum EASK allocation for the three year measurement period ending March 31, 2015.~~

~~75. Notwithstanding the provisions of **Section 1 P. 4.**, in each calendar year, the Company will either:~~

~~a. maintain at least 48.5% of the Bundle 1 EASKs flown in accordance with the provisions of the AF/KL/AZ JV agreement, or~~

~~b. schedule no fewer than 650,000 aircraft block hours of international operations on widebody aircraft (excluding B-767-300 (non-ER) aircraft) and on B-757 aircraft on ocean crossings across the Atlantic Ocean.~~

6. If AF, KL, or AZ establish, acquire control of or implement any contract or agreement for the establishment of competing operations and, within twelve months of the acquisition, either no agreement is reached on terms to include such competing operations within the AF/KL/AZ JV agreement or AF, KL, or AZ has not definitively discontinued, divested or otherwise definitively ceased to operate such competing operations, then the competing operations' capacity will not be increased above its capacity on the date of the acquisition consistent with the terms of the AF/KL/AZ JV agreement. The terms "competing operations" and "acquisition" ~~shall~~will have the same meaning as in the AF/KL/AZ JV Agreement.

~~87. Labor Disputes~~

a. There will be no increased use of the DL code (i.e., an increase over and above that which was loaded in Deltamatic in the 90-day period prior to the commencement of the cooling off period) by AF, KLM, or AZ during a cooling off period (under Section 5, 6, or 10 of the Railway Labor Act) applicable to Delta pilots. In the event of a lawful primary strike against Delta by the Delta pilots, the DL code will not be used by AF, KLM, or AZ at any time during such strike.

b. There will be no payments other than those payments occurring during the ordinary course of business to Delta from AF, KLM, or AZ during a cooling off period (under Section 5, 6, or 10 of the Railway Labor Act) applicable to Delta pilots or a lawful strike by Delta pilots.

c. No airman trained by AF, KLM, or AZ in the prior 12 months will be hired to serve as a Delta pilot during a cooling off period (under Section 5, 6, or 10 of the Railway Labor Act) applicable to Delta pilots or a lawful strike by Delta pilots.

d. There will be no increased use of the AF, KLM, and/or AZ code (i.e., an increase over and above that which was loaded in Deltamatic in the 90-day period prior to the commencement of the strike) by Delta during a lawful strike by the AF, KLM, and/or AZ airmen.

e. Without the consent of the Delta MEC Chairman, there will be no increase of gauge on any Delta route which carries the AF, KLM, and/or AZ code (i.e., an increase over and above that which was loaded in Deltamatic in the 90-day period prior to the commencement of the strike) during a lawful strike by the AF, KLM, and/or AZ airmen.

Section 1 – Scope

1 **98.** Definitions for the terms EASK, acquisition, and competing operations contained in the
2 AF/KL/AZ JV agreement that are incorporated by reference into the PWA ~~shall~~will not
3 be amended without the consent of the Delta MEC. The baseline EASK ~~allocations~~share,
4 the Bundle 1 definition, and the competing operations capacity limit may not be changed
5 except as provided in **Section 1 P. 4.** and **Section 1 P. 76.**, respectively.
6

7 Q. Permitted Arrangements Pursuant to the Hawaiian Marketing Agreement 8

- 9 1. **Section 1 C.** will not apply to flying performed by Hawaiian under the DL code under
10 **Section 1 Q.**, provided that the DL code may only be placed on Hawaiian flight
11 segments:
 - 12 a. for the sole purpose of passenger service, and
 - 13 b. pursuant to the Hawaiian marketing agreement, and
 - 14 c. within the state of Hawaii, and
 - 15 d. under a prorate agreement, and
 - 16 e. consistent with the terms of **Section 1 Q.**
- 17 2. Delta will not purchase or reserve seats on HA on a block space basis (i.e., on the basis of
18 the purchase or reservation by Delta of a block of seats on aircraft operated by HA, at a
19 contractually agreed price, that are then available for resale by Delta to its customers).
- 20 3. The Association will have the right to terminate **Section 1 Q.** upon 60 days written notice
21 to the Company, if Hawaiian, without the prior written approval of the Association,
22 acquires control of Delta, either directly or through another individual, entity or trust, or
23 as part of a group.
- 24 4. There will be no direct or indirect transfer to Hawaiian of any aircraft owned, leased,
25 operated or on order or option by or on behalf of Delta or an Company affiliate, other
26 than in the normal course of business (e.g., lease returns or sale of aircraft, orders or
27 options on arm's length market terms).
- 28 5. Delta will maintain a separate operating and corporate identity from Hawaiian, including,
29 but not limited to, name, trade name, logo, livery, trademarks or service marks, but
30 permitting (in addition to the separate name, trade name, logo, livery, trademarks or
31 service marks) the use of designator codes, frequent flyer program information, and other
32 name, trademarks, trade name, logo, livery or service marks that reflect the alliance
33 relationship. The foregoing will not preclude Delta from acquiring and integrating
34 Hawaiian in accordance with **Section 1 D. 8.**, but will apply until the closing date of any
35 corporate transaction pursuant to which Delta or any Company affiliate acquires control
36 of Hawaiian.
- 37 6. To the extent that any of the terms of **Section 1 Q.** are inconsistent with any of the terms
38 of the Hawaiian marketing agreement, the terms of **Section 1 Q.** will take precedence and
39 will remain in full force and effect. Delta will not be excused from compliance with any
40 of the terms of **Section 1 Q.** based on its obligations under the Hawaiian marketing
41 agreement.
- 42 7. Amendments to the Hawaiian marketing agreement
 - 43 a. No amendment to the Hawaiian marketing agreement (other than a termination) that
44 constitutes a material change will be made without the written consent of the Delta
45 MEC Chairman.
 - 46 b. A copy of each amendment to the Hawaiian marketing agreement will be promptly

Section 1 – Scope

- 1 delivered to the office of the Delta MEC Chairman. A copy of each such amendment
2 that affects a codeshare or prorate term or condition will be delivered to the office of
3 the Delta MEC Chairman, for his review and comment, at least 30 days prior to
4 implementation.
- 5 1) If the Delta MEC Chairman believes that the amendment is a material change, he
6 may dispute such amendment by submitting a grievance to the Company for
7 expedited determination under **Section 1 M**. To be valid, such grievance must be
8 so submitted within 30 days of the date of delivery of the amendment to the office
9 of the Delta MEC Chairman.
- 10 2) If the System Board of Adjustment determines that the amendment is a material
11 change, then at the written request of the Delta MEC Chairman, Delta will cancel
12 or void the disputed amendment to the Hawaiian marketing agreement and will
13 take all other action necessary to restore the status quo that existed prior to such
14 amendment within 30 days of receipt of such written request by the Company. In
15 addition, the System Board may award such other and further relief as appropriate
16 to provide a make-whole remedy to pilots harmed by such material change.
- 17 3) If Delta does not comply with such request within such 30 day period, the Delta
18 MEC Chairman will have the right to terminate **Section 1 Q** upon 60 days
19 advance written notice to the Company.
- 20 8. Termination
- 21 a. In the event that the Hawaiian marketing agreement is terminated in whole, for any
22 reason, Delta and the Delta MEC Chairman, each, will have the right to declare
23 **Section 1 Q** null and void upon 30 days advance written notice to the other.
- 24 b. If Delta or Hawaiian serves a notice of termination of its participation in the Alaska
25 marketing agreement, and such notice of termination of participation is accepted by
26 the other party, the Delta MEC Chairman will have the right to terminate **Section 1 Q**
27 upon 60 days advance written notice to the Company, with such termination to be
28 effective upon the date of termination of such party's participation in the Hawaiian
29 marketing agreement.
- 30 9. Rulings of Government Authority
- 31 If, as a result of any action or rulings of any governmental authority, or in response
32 thereto, any amendment that is a material change is required to be made to the Hawaiian
33 marketing agreement, and is made without the written consent of the Delta MEC
34 Chairman, then the Delta MEC will have the right to terminate **Section 1 Q** upon 60 days
35 advance written notice to the Company.
- 36 10. Labor Disputes
- 37 a. There will be no increased use of the DL code (i.e., an increase over and above that
38 which was loaded in Deltamatic in the 90 day period prior to the commencement of
39 the cooling off period) by Hawaiian during a cooling off period (under Sections 5, 6,
40 or 10 of the Railway Labor Act) applicable to Delta pilots. In the event of a lawful
41 primary strike against Delta by the Delta pilots, the DL code will not be used by
42 Hawaiian at any time during such strike.
- 43 b. There will be no payments other than those payments occurring during the ordinary
44 course of business to Delta from Hawaiian during a cooling off period (under
45 Sections 5, 6, or 10 of the Railway Labor Act) applicable to Delta pilots or a lawful
46 strike by Delta pilots.

Section 1 – Scope

1 c. No airman trained by Hawaiian in the prior 12 months will be hired to serve as a
2 Delta pilot during a cooling off period (under Sections 5, 6, or 10 of the Railway
3 Labor Act) applicable to Delta pilots or a lawful strike by Delta pilots.

4 Note: For ease of reading in **Section 1 Q. 10.**, the defined term “pilot” is modified by
5 the word “Delta.” Such modification does not change the meaning of the defined term
6 “pilot.”

7 11. The provisions of **Section 1 Q. 6. – 10.** will be effective in all respects without regard to
8 whether the parties are then engaged in collective bargaining pursuant to Section 6 of the
9 Railway Labor Act. Delta expressly waives any and all rights whatsoever to argue that
10 the Association’s rights under these provisions or exercise of such rights should be
11 affected in any way by virtue of the status quo provisions of the Railway Labor Act.

12 12. Transactions between Delta and Hawaiian will be at arm’s length (as would be conducted
13 by independent, unaffiliated parties).

14
15 R. Virgin Atlantic Joint Venture

16
17 1. Beginning with the 12-month period ending December 31, 2014, and measured on
18 January 1, 2015 and on each January 1 for each measurement period thereafter (each 12-
19 month period, a “measurement period”), until December 31, 2020, the Company will
20 schedule no fewer than 5,860 international operations of Company flying between the
21 United States and London Heathrow (LHR).

22 Note: In the event the Company acquires and operates an incremental LHR slot between
23 January 1, 2015 and December 31, 2020 and still controls and operates either such slot or
24 an equivalent incremental slot as of the Summer 2021 IATA season, the minimum
25 scheduled international operations of Company flying between the United States and
26 LHR will remain 5,860. If the Company does not acquire and operate such an
27 incremental LHR slot or equivalent incremental slot, the minimum scheduled
28 international operations of Company flying between the United States and LHR will
29 thereafter be 5,550.

30 2. Beginning with the 12-month period ending December 31, 2014, and measured on
31 January 1, 2015 and on each January 1 for each measurement period thereafter, the
32 Company’s minimum scheduled international twin aisle ASKs will be as follows:

33 a.

Scheduled DL international twin aisle ASKs	DL’s minimum % of combined DL and VS international twin aisle ASKs
Less than 113,919,597,035	69.46%
Between 113,919,597,035 and 146,468,053,331	68.02%
Greater than 146,468,053,331	66.57%

34
35 Note: For purposes of **Section 1 R.**, “international twin aisle ASKs” means:

36 a. for the Company, all scheduled flying in international operations on twin aisle
37 aircraft except any domestically configured and equipped 767-300, ~~and~~

38 b. for VS, all of Virgin Atlantic Airways Limited’s scheduled flying on twin aisle
39 aircraft. In addition, all scheduled flying on twin aisle aircraft of each controlled

Section 1 – Scope

1 foreign air carrier affiliate of Virgin Atlantic Airways Limited or Virgin Atlantic
2 Limited will be included in “international twin aisle ASKs” for VS in accordance
3 with the following:

4 1) For each such controlled foreign air carrier affiliate, all of its twin aisle aircraft
5 flying scheduled to be conducted on or after the Affiliation Date on any route
6 that Virgin Atlantic Airways Limited scheduled flights on during the 12 full
7 calendar months immediately preceding the Affiliation Date for that affiliate
8 will be included in “international twin aisle ASKs” for VS commencing on the
9 Affiliation Date for that affiliate.

10 2) For each such controlled foreign air carrier affiliate, all of its twin aisle aircraft
11 flying scheduled to be conducted on or after the 366th day after the Affiliation
12 Date on any route that Virgin Atlantic Airways Limited did not schedule flights
13 on during the 12 full calendar months immediately preceding the Affiliation
14 Date for that affiliate will be included in “international twin aisle ASKs” for VS
15 commencing on the 366th day after the Affiliation Date for that affiliate.

16 Note: For purposes of *Section 1 R. 2. Note b.*, “Affiliation Date” for any controlled
17 foreign air carrier affiliate of Virgin Atlantic Airways Limited or Virgin Atlantic
18 Limited means the date the entity became a controlled foreign air carrier affiliate of
19 Virgin Atlantic Airways Limited or Virgin Atlantic Limited.

- 20 3. If the Company is not in compliance with the minimum international operation
21 requirement (under *Section 1 R. 1.*) or the minimum ASK requirement (under *Section 1*
22 *R. 2.*) in any measurement period, the Company will cure any such breach by complying
23 with the minimum international operation or ASK requirement, as applicable, in the
24 subsequent measurement period.
- 25 4. The Company will be excused from compliance with the provisions of *Section 1 R. 1., 2.,*
26 *or 3.* in the event a circumstance over which the Company does not have control is the
27 cause of such non-compliance.
- 28 5. Pursuant to *Section 1 E. 910.*, the provisions of *Section 1 E. 2. a. – d.* and *Section 1 E. 7.*
29 and *8.* do not apply to Company flying performed under the VS JV. Moreover, the
30 provisions of *Section 1 E. 3.* will not apply to the Company’s ownership level in VS.
- 31 6. Labor Disputes
- 32 a. There will be no increased use of the Delta code (i.e., an increase over and above that
33 which was loaded in Deltamatic in the 90-day period prior to the commencement of
34 the cooling off period) by VS during a cooling off period (under Section 5, 6, or 10 of
35 the Railway Labor Act) applicable to Delta pilots. In the event of a lawful primary
36 strike against Delta by the Delta pilots, the Delta code will not be used by VS at any
37 time during such strike.
- 38 b. There will be no payments other than those payments occurring during the ordinary
39 course of business to Delta from VS during a cooling off period (under Section 5, 6,
40 or 10 of the Railway Labor Act) applicable to Delta pilots or a lawful strike by Delta
41 pilots.
- 42 c. No airman trained by VS in the prior 12 months will be hired to serve as a Delta pilot
43 during a cooling off period (under Section 5, 6, or 10 of the Railway Labor Act)
44 applicable to Delta pilots or a lawful strike by Delta pilots.

Section 1 – Scope

- 1 d. There will be no increased use of the VS code (i.e., an increase over and above that
- 2 which was loaded in Deltamatic in the 90-day period prior to the commencement of
- 3 the strike) by Delta during a lawful strike by the VS airmen.
- 4 e. Without the consent of the Delta MEC Chairman, there will be no increase of gauge
- 5 on any Delta route which carries the VS code (i.e., an increase over and above that
- 6 which was loaded in Deltamatic in the 90-day period prior to the commencement of
- 7 the strike) during a lawful strike by the VS airmen.

1 SECTION 2

2
3 DEFINITIONS AND GLOSSARY

4
5 A. Definitions

6
7 Note: Unless expressly noted in the body of a definition, each definition will apply
8 throughout the PWA.

- 9 1. "13 B. 3. pilot" means a former pilot removed from the seniority list under **Section 13 B.**
10 **3.**, on or after June 1, 2006, who is receiving disability benefits from the D&S Plan.
11 Upon cessation of disability benefits, termination, or retirement, such former pilot will
12 cease to be a 13 B. 3. pilot.
- 13 2. "Acclimated" means a condition in which a flightcrew member has been in a theater for
14 72 hours or has been given at least 36 consecutive hours free from duty in such theater, as
15 defined or amended under FAR 117.
- 16 3. "Accrued vacation" means the vacation time (i.e., the number of weeks or days) a pilot is
17 accumulating in a vacation year for use in the next vacation year. The accrual rate for
18 such vacation is determined by the number of years of continuous employment the pilot
19 completed before April 1st of the vacation year.
20 Example: Assume that on October 1st, (i.e., at the completion of 50% of the vacation
21 year) a pilot has not been on leave or furlough in excess of 30 days since the beginning of
22 the vacation year. Such pilot will have accrued 50% of the vacation time to which he will
23 be entitled on the next April 1st.
- 24 4. "Active payroll status" means the status of a pilot who is not on inactive payroll status.
- 25 5. "Adjustable run time values" means values of elements (e.g., graphics, reading rates, and
26 keystrokes) that are assigned specific values to be used by the automated run time testing
27 program.
- 28 6. "Administrative pilot" means a pilot who is removed from a category for the purpose of
29 performing managerial, supervisory and/or administrative duties for the Company (e.g., a
30 pilot in a payroll department other than 030 or 031).
31 Exception: An instructor who does not perform managerial or supervisory duties (i.e., an
32 instructor in payroll department 052) is not an administrative pilot.
- 33 7. "Advanced Qualification Program" (AQP) means the Company administered and FAA
34 approved programs for all indoctrination, qualification, requalification, or continuing
35 qualification training at Delta Air Lines.
- 36 8. "Advance entitlement" (AE) means an award (or, with respect to an entry level pilot, an
37 award or assignment) to a category that is anticipated to become effective on a
38 subsequent conversion date.
- 39 9. "AF" or "Air France" means Société Air France.
- 40 10. "Affiliate" means:
41 a. any subsidiary, parent or division of an entity,
42 b. any other subsidiary, parent or division of either a parent or a subsidiary of an entity,
43 or
44 c. any entity that controls another entity or is controlled by another entity, or is under
45 common control with another entity, in either case, whether directly or indirectly
46 through the control of other entities.

Section 2 – Definitions and Glossary

- 1 11. “Aggregate service” means all time starting from a pilot’s date of employment with the
 2 Company as a pilot, with the exception of the following:
 3 a. periods of furlough, or
 4 b. unpaid leave in excess of 60 cumulative days.
 5 12. “Aircraft model” means an aircraft (e.g., B-737-800, MD-88) within an aircraft type.
 6 13. “Aircraft type” means one of the following groupings:
 7

a. B-747-400	h. A-320/319 <u>B-737-900/800/700</u>
b. B-777	i. MD-90/MD-88 <u>A-321/320/319</u>
c. B-787 <u>A-350</u>	j. B-717 <u>MD-90/88</u>
d. B-767-400 <u>ER787</u>	k. DC-9 <u>CS-300/100</u>
e. A-330-300/200	l. EMB-190/195 <u>B-717</u>
f. B-767 (all except B-767-400ER)/B-757	m. CRJ-900 <u>EMB-195/190</u>
g. B-737-900/800/700/600 <u>767 (all except B-767-400ER)/B-757</u>	n. <u>CRJ-900</u>

- 8
 9 14. “Aircrew program designee” (APD) means a pilot who is designated by the FAA to
 10 administer type rating evaluations.
 11 15. “Air France/KLM/Alitalia joint venture” or “AF/KL/AZ JV” means the business
 12 relationship between Delta, Air France, KLM, and Alitalia in which the costs and
 13 revenues of international flights within the AF/KL/AZ JV are shared between or among
 14 the air carrier partners, as typified by the business relationship between Air France, KLM,
 15 Alitalia, and Delta that is embodied in the AF/KL JV agreement.
 16 16. “Air France/KLM/Alitalia JV agreement” or “AF/KL/AZ JV agreement” means the
 17 Transatlantic Joint Venture Agreement ~~between~~made effective as of April 1, 2012 by and
 18 among Delta Air Lines, Inc., Societe Air France, Koninklijke Luchtvaart Maatschappij
 19 N.V. and Compagnia Aerea Italiana, S.p.A. ~~as in effect on April 1, 2010~~as amended from
 20 time to time.
 21 17. “Airman” means a person:
 22 a. whose name does not appear on the Delta Pilots’ System Seniority List, and
 23 b. who is certified to operate the controls, and/or assist in the operation of the controls of
 24 a commercial aircraft at a cockpit position.
 25 18. “Alaska” means Alaska Airlines, Inc.
 26 19. “Alaska hub” means SEA, ANC, LAX and any other airport having a monthly average of
 27 at least 100 Alaska scheduled flight departures per day.
 28 20. “Alaska marketing agreement” means the document titled “Marketing Agreement”
 29 ~~signed on~~dated as of March 1, 2004 by and among Delta, ~~Air Lines, Inc.,~~ Alaska Air
 30 Lines, Inc., and Horizon Air Industries, Inc., as amended from time to time ~~amended.~~
 31 21. “ALPA Aeromedical Advisor” is a doctor from ALPA’s Aeromedical Office (Aviation
 32 Medicine Advisory Service).
 33 22. “Annual compensation” for purposes of the profit sharing plan, means an employee’s
 34 gross earnings during the profit sharing plan year, including any sick and vacation pay
 35 (whether paid by the Company or from a disability and survivor trust), but excluding: a)
 36 expense reimbursements, b) expense allowances, c) income required to be imputed to the
 37 employee for any reason pursuant to federal, state or local law, d) profit sharing awards,

Section 2 – Definitions and Glossary

1 e) earnings from any other incentive compensation program, f) Company contributions to
2 a retirement plan, g) disability payments, h) income from the grant, vesting, exercise or
3 sale of Delta stock or Delta stock options, i) income relating to, or resulting from,
4 bankruptcy claims, notes, or other securities, j) medical plan payments and k) severance
5 payments. In addition, annual compensation for the purposes of the profit sharing plan
6 includes pilot furlough pay.

- 7 23. “Applicable rate” means, for the purposes of **Section 8**, the composite hourly rate plus
8 international pay, if applicable, for the position held by the pilot at the time of the
9 deadhead.

10 Exception one: If a pilot holds a position with more than one rate when deadheading by
11 air transportation to a flight segment(s), the applicable rate will be the rate for the aircraft
12 model used on the first non-deadhead segment after the deadhead on which the pilot
13 performed, or was scheduled to perform, duty as a crew member.

14 Exception two: If a pilot holds a position with more than one rate when deadheading by
15 air transportation on the last flight segment(s) of his rotation, the applicable rate will be
16 the rate for the aircraft model used on the last non-deadhead segment before the deadhead
17 on which the pilot performed, or was scheduled to perform, duty as a crew member.

- 18 24. “AS,” when not referring to the AS code, means Alaska Airlines, Inc. and any carrier to
19 the extent of its category B operations using the AS code.

- 20 25. “Asterisk rotation” means a rotation that:

- 21 a. is published in the bid package,
22 b. is scheduled to begin in one bid period and end in another,
23 c. includes:
24 1) a duty period that begins in the second bid period, and/or
25 2) a flight segment in the second bid period with a different flight number than the
26 last flight segment in the first bid period, and
27 d. is subject to change or removal from a pilot’s line.

28 Note one: An asterisk rotation may not be changed such that it is scheduled to release
29 more than one day after its originally scheduled release.

30 Note two: If an asterisk rotation that is on a pilot’s line is changed such that it is
31 scheduled to release one day after its originally scheduled release, and provided that
32 such rotation remains on such pilot’s line, such pilot will receive single pay and credit
33 for the rotation as flown, plus single pay, no credit for the last duty period of the
34 rotation.

- 35 26. “Attrition” means the number of pilots who leave the active service of the Company due
36 to retirement, medical leave, any leave in excess of 30 days, disability, death, or
37 termination.

- 38 27 “Augmented Operation” means a flight segment that utilizes a relief First Officer, relief
39 Captain, or relief crew.

- 40 28. “Automated run time testing program” (Crawler) means a computer program which
41 counts and converts significant elements of distributed training content structure to time
42 values according to the schedule in the Automated Run Time Testing Design Document,
43 incorporated by reference herein, as may be amended by the ARTT under **Section 11 B.**
44 **9.**

Section 2 – Definitions and Glossary

- 1 29. “Average Line Value” (ALV) means a number of hours established by the Company
2 ~~between 72 and 84 hours (inclusive)~~ that is the projected average of all regular line
3 values, for a position, for a bid period, and is:
4 a. between 72 and 84 hours (inclusive) for a narrowbody position and a B-767/B-757
5 position.
6 b. between 71 and 85 hours (inclusive) for a widebody position other than a B-767/B-
7 757 position.
- 8 30. “AZ” or “Alitalia” means Compagnia Aerea Italiana, S.p.A.
- 9 31. “Base” means a location to which a pilot is assigned.
- 10 32. “Base premium” means the premium developed each year separately for each of the
11 options offered under the DPMP, for retirees and survivors, from the combined
12 experience of a population composed of all retirees and survivors (pilot retirees and
13 survivors and other retirees and survivors) participating in the DPMP and the Delta
14 Health Plan, excluding HMOs and fully insured options. In the case of the premium
15 attributable to children of pilot retirees, such base premium will be based on the
16 combined experience of all dependents participating in the DPMP and the Delta Health
17 Plan excluding HMOs and fully insured options. Such base premium will be developed
18 by the Company’s actuary using reasonable actuarial assumptions and methods that are
19 designed to determine such base premium in the actuary's best professional judgment.
20 The Company’s calculation of the DPMP base premium will be subject to review by the
21 Association. The Company will provide to the Association by June 15th of each year,
22 data, assumptions and methodologies used to determine such costs and base premium.
23 The Association may provide comments on such analysis under the DPMP by July 7th,
24 and the Company's actuary will consider such comments in making its final
25 determination of the base premium. The methodology for determining the base premium
26 will be applied separately to develop pre-Medicare eligibility age and post-Medicare
27 eligibility age premiums.
- 28 33. “Bid period” means one of the following time periods:
29 a. January 1st through January 30th (the “January bid period”)
30 b. January 31st through March 1st (the “February bid period”)
31 c. March 2nd through March 31st (the “March bid period”)
32 d. April 1st through May 1st (the “April bid period”)
33 e. May 2nd through June 1st (the “May bid period”)
34 f. June 2nd through July 1st (the “June bid period”)
35 g. July 2nd through July 31st (the “July bid period”)
36 h. August 1st through August 30th (the “August bid period”)
37 i. August 31st through September 30th (the “September bid period”)
38 j. October 1st through October 31st (the “October bid period”)
39 k. November 1st through November 30th (the “November bid period”)
40 l. December 1st through December 31st (the “December bid period”)
41 Note: The start and/or end dates of a bid period may be altered by mutual agreement
42 between the Director – Crew Resources and the MEC Scheduling Committee Chairman.
- 43 34. “Block time” means the time beginning when an aircraft first moves for the purpose of
44 flight or repositioning and ending when the aircraft comes to a stop at the next destination
45 or at the point of departure.
- 46 35. “Board” means the Delta Pilots’ System Board of Adjustment.

Section 2 – Definitions and Glossary

- 1 36. “Break-in-duty” means a rest period (measured from release to report) that is sufficient to
2 break a pilot’s duty period under **Section 12 G.**
- 3 37. “Bundle 1” means flying on all routes (a) between Europe, on the one hand and North
4 America, on the other hand, (b) between French Polynesia, on the one hand, and North
5 America on the other hand, until such time as Air France/KLM/Alitalia ceases operations
6 on any such routes, and (c) between AMS, on the one hand, and India on the other hand,
7 until such time as the Company ceases operations between AMS and Mumbai. Terms in
8 this definition are as defined in the Air France/KLM/Alitalia JV Agreement.
- 9 38. “Business day” means each day from Monday through Friday, except for Company
10 holidays.
- 11 39. “Captain” means a pilot who is in command and who is responsible for the manipulation
12 of, or who manipulates, the flight controls of an aircraft while under way, including
13 takeoff and landing of such aircraft; who is properly qualified to serve as and holds
14 currently effective airman’s certificates authorizing him to serve as such pilot.
- 15 40. “Carry-over rate” means the dollar value of a pilot’s accumulated credit for a bid period
16 divided by such accumulated credit, expressed in dollars per minute.
- 17 41. “Category” means the combination of a pilot’s position and base.
- 18 42. “Category A operation” means the operation of a flight segment by a Delta Connection
19 Carrier:
20 a. that is a Company affiliate, or
21 b. using the DL code under an agreement with Delta that is not a prorate agreement.
- 22 43. “Category B operation” means the operation of a flight segment by a domestic air carrier:
23 a. that is an affiliate of Alaska, or operates such flight segment under an AS code under
24 an agreement with Alaska, other than a prorate agreement,
25 and
26 b. that only operates:
27 1) aircraft that:
28 a) are certificated for operation in the United States for 70 or fewer passenger
29 seats, and
30 b) have a maximum certificated gross takeoff weight in the United States of
31 85,000 or fewer pounds; and/or
32 2) Bombardier Q-400 aircraft (under the terms and conditions of the Alaska Pilot
33 Working Agreement).
- 34 44. “Category C operation” means the operation of a flight segment (other than a category B
35 operation) by a Delta Connection Carrier under the DL code pursuant to a prorate
36 agreement with Delta.
- 37 45. “Category freeze” means a period of time
38 a. that is determined under **Section 22 G.**,
39 b. that commences on the date of a pilot’s award of an AE or VD for which qualification
40 training is required or on an entry level pilot’s date of employment with the Company
41 as a pilot, and
42 c. during which the pilot will (unless declared eligible by the Company) be ineligible to
43 be awarded another AE with an earliest conversion date falling within the freeze
44 period (other than to a new or reestablished category) for which qualification training
45 is required.

Section 2 – Definitions and Glossary

- 1 46. “Circumstance over which the Company does not have control,” for the purposes of
2 **Section 1**, means a circumstance that includes, but is not limited to, a natural disaster;
3 labor dispute; grounding of a substantial number of the Company’s aircraft by a
4 government agency; reduction in flying operations because of a decrease in available fuel
5 supply or other critical materials due to either governmental action or commercial
6 suppliers being unable to provide sufficient fuel or other critical materials for the
7 Company’s operations; revocation of the Company’s operating certificate(s); war
8 emergency; owner’s delay in delivery of aircraft scheduled for delivery; manufacturer’s
9 delay in delivery of new aircraft scheduled for delivery. The term “circumstance over
10 which the Company does not have control” will not include the price of fuel or other
11 supplies, the price of aircraft, the state of the economy, the financial state of the
12 Company, or the relative profitability or unprofitability of the Company’s then-current
13 operations.
- 14 47. “Code” means the unique two-character designator code assigned to an airline by the
15 International Air Transport Association (IATA). If IATA assigns or has assigned more
16 than one designator code for use by Delta, Alaska, or Hawaiian or by a subsidiary of
17 Delta or Alaska then such additional designator code(s) will be included within the DL
18 code, AS code, or HA code, respectively.
- 19 48. “Company” means Delta Air Lines, Inc.
- 20 49. “Company affiliate” means an affiliate of the Company.
- 21 50. “Company flying” means all flying reserved under **Section 1 C**. for performance by
22 pilots.
- 23 51. “Company-provided electronic tablet device” (“tablet”) means an electronic tablet device
24 provided by the Company to a pilot for his use on the flight deck, and containing
25 electronic versions of aircraft operating manuals, flight operations manuals, bulletins, and
26 other information.
- 27 52. “Composite hourly rate” means the basic hourly rate of pay set forth in the pay tables of
28 **Section 3** for each aircraft model, status and longevity step, computed with the traditional
29 factors of speed, mileage, and gross weight taken into account.
- 30 53. “Contingent displacement” means a displacement from a pilot’s new category that is
31 caused by his displacement into that category.
- 32 54. “Contingent vacancy” means a vacancy in a pilot’s former category that is caused by his
33 award to a different category pursuant to an advance entitlement.
- 34 55. “Continuing qualification training” (CQ) means training necessary to maintain position
35 qualification under FAR 121.427 and the Company’s advanced qualification program
36 (AQP) standards.
- 37 56. “Continuous training” means the combination of:
38 a. training, and
39 b. associated periods of interruption of training of three consecutive days or less.
- 40 57. “Control” for the purposes of **Section 1**, will exist by entity A over entity B, only if A,
41 whether directly or indirectly through the control of other entities:
42 a. owns securities that constitute and/or are exchangeable into, exercisable for or
43 convertible into more than:
44 1) 30 percent (49 percent with respect to the ~~Company’s~~combined interest of the
45 Company and Company affiliates in a foreign air carrier) of B’s outstanding
46 common stock, or if stock in addition to common stock has voting power, then

Section 2 – Definitions and Glossary

- 1 2) 30 percent (49 percent with respect to the Company's combined interest of the
2 Company and Company affiliates in a foreign air carrier) of the voting power of
3 all outstanding securities of B entitled to vote generally for the election of
4 members of B's Board of Directors or similar governing body, or
5 b. has the power or right to manage or direct the management of all or substantially all
6 of B's air carrier operations, or
7 c. has the power or right to designate or provide all or substantially all of B's officers, or
8 d. has the power or right to determine B's markets or (if B is an air carrier) markets or
9 flight schedules or to provide a majority of the following management services for B:
10 capacity planning, financial planning, strategic planning, market planning, marketing
11 and sales, technical operations, flight operations, and human resources activities, or
12 e. has the power or right to appoint or elect or prevent the appointment or election of a
13 majority of B's Board of Directors, or other governing body having substantially the
14 powers and duties of a Board of Directors, or
15 f. has the power or right to appoint or elect or to prevent the appointment or election of
16 a minority of B's Board of Directors or similar governing body, but only if such
17 minority has the power or right to appoint or remove B's Chief Executive Officer, or
18 President, or Chief Operating Officer, or the majority membership of the Executive
19 Committee or similar committee on B's Board of Directors, or the majority
20 membership of at least one-half of B's Board committees.
- 21 58. "Conversion date" means the date on which the award or assignment of a pilot to a
22 different category becomes effective.
- 23 59. "Co-terminal" means the following airport combinations:
24 a. DCA/IAD
25 b. DFW/DAL
26 c. IAH/HOU
27 d. JFK/EWR/LGA
28 e. LAX/BUR/LGB/ONT/SNA
29 f. MIA/FLL
30 g. ORD/MDW
31 h. SFO/OAK/SJC
- 32 60. "CQ eligibility period" means a series of three consecutive calendar months in which a
33 pilot is eligible for CQ training.
34 a. "CQ early month" means the first calendar month in a pilot's CQ eligibility period.
35 b. "CQ base month" means the second calendar month in a pilot's CQ eligibility period.
36 c. "CQ grace month" means the third calendar month in a pilot's CQ eligibility period.
- 37 61. "CQ golden days" means a block of five consecutive days during which a pilot will not
38 be scheduled for CQ.
- 39 62. "Credit" means the time attributed to a pilot for PWA flight time limitations purposes.
- 40 63. "Credited reserve on-call day" (CROC day) means a day on which a reserve pilot:
41 a. is on a rotation,
42 b. receives pay and credit under *Section 4 H.*,
43 c. is on airport standby duty, or
44 d. is on sick leave on an on-call day.
- 45 64. "D&S Plan" means the Delta Pilots Disability and Survivorship Plan, as Amended and
46 Restated, Effective July/January 1, 1996/2011, as amended. A reference in the PWA to the

Section 2 – Definitions and Glossary

1 D&S Plan will exclude the NWA LTD Plan unless such reference in the PWA states
2 otherwise.

3 65. “D&S Plan participant” means a person who is receiving or is entitled to receive benefits
4 under the D&S Plan.

5 66. “Date of furlough” means the date on which a pilot’s furlough begins.

6 67. “Date of recall” means the date a pilot is scheduled to report to duty in conjunction with a
7 recall.

8 68. “Day” means calendar day.

9 69. “DBMS” means a computerized crew scheduling system operated by Flight Operations.

10 ~~65. “DC Plan” means the Delta Pilots Defined Contribution Plan, as Amended and Restated~~
11 ~~Effective January 1, 2009, as amended.~~

12 ~~66. “DC Plan participant” means a person who is receiving or is entitled to receive benefits~~
13 ~~under the DC Plan.~~

14
15 70. “Deadhead” means the surface or air transportation of a pilot between airports at the
16 instruction of the Company.

17 Exception one: Surface transportation to or from an airport for the sole purpose of
18 lodging is not a deadhead.

19 Exception two: Travel to and from training is not a deadhead.

20 71. “Delta” means the Company.

21 72. “Delta Connection Carrier” means a domestic air carrier that conducts flying under
22 **Section 1 D.**

23 73. “Delta Connection flying” means flying conducted by a Delta Connection Carrier for the
24 Company.

25 74. “Delta Health Plan” means the non-collectively bargained medical and dental plan
26 offered to flight attendants and ground employees and to retirees until age 65 (including
27 HMOs, if applicable, and the no coverage option).

28 75. “Delta hub” means ATL, CVG, DTW, JFK, LAX, LGA, ~~MEM, MSP, SEA~~, SLC, and
29 any other airport having a monthly average of at least 100 Delta scheduled flight
30 departures per day.

31 Exception: SEA is not a Delta hub, ~~regardless of the number of scheduled flight~~
32 ~~departures for purposes of Section 1 O.~~

33 76. “Delta Pilots’ Medical Plan” (DPMP) means the collectively bargained medical and
34 dental plan available to pilots, 13 B. 3. pilots, and pilot retirees under **Section 25**. The
35 DPMP offers the options enumerated in **Section 25 G. 1.**

36 77. “Delta Pilots’ Retirement Plan” means the Delta Pilots Retirement Plan as Amended and
37 Restated, Effective July 1, 1996, as amended.

38 78. “Delta Pilots’ Savings Plan” or “DPSP” means the Delta Pilots Savings Plan, effective
39 January 1, ~~2009~~2014, as amended.

40 79. “Director – Health Services” (DHS) means an Aviation Medical Examiner designated by
41 the Company to conduct the medical review of a pilot under **Section 14 G. 3.** and **Section**
42 **15 B.** If the designated DHS becomes unavailable, the Company will promptly designate
43 another Aviation Medical Examiner as the DHS.
44

Section 2 – Definitions and Glossary

- 1 80. “Disability status,” “disability,” or “disablement” means being eligible for and receiving
2 disability benefits from the D&S Plan.
3 Note one: A 13. B. 3. pilot is considered in disability status, disability, or disablement
4 until cessation of disability benefits, retirement or termination.
5 Note two: A pilot (or 13 B. 3. pilot) who has reached the maximum period of disability
6 under the D&S Plan for psychiatric conditions, alcoholism, and/or drug abuse is not on
7 disability status, disability or disablement after the end of that period of disability.
8 Exception: This definition does not apply to a NWA disabled pilot.
- 9 81. “Displacement” means an award (voluntary displacement or VD) or assignment
10 (mandatory displacement or MD) that is anticipated to become effective on a later
11 conversion date to eliminate a surplus from a category.
- 12 82. “Distributed training” means training that is accomplished without a classroom, instructor
13 in a classroom, flight training device, flight simulator or airplane. Distributed training
14 includes training material the Company requires a pilot to complete that cannot be
15 completed in conjunction with the normal course of preparing for flight. Examples of
16 informational materials that are not distributed training include, but are not limited to,
17 manuals updates (e.g., updates to FOM, Operations Manual 1 and 2, QRH, FCTM,
18 Airway Manual), flight crew bulletins, and flight operations bulletins.
- 19 83. “DL” means:
20 a. Delta,
21 b. its affiliates, and
22 c. any other carrier to the extent of its category A operations of flight segments using
23 the DL code.
- 24 84. “Doctor” means a medical professional who holds one of the following degrees:
25 a. M.D.,
26 b. D.O.,
27 c. D.D.S.,
28 d. D.C.,
29 e. ~~D.M.D.~~, or
30 ~~fe.~~ D.P.M.
- 31 85. “Doctor’s certificate” means written verification from a doctor with whom a pilot has a
32 bona fide patient relationship, indicating in general terms the nature of the pilot’s
33 sickness.
- 34 86. “Domestic air carrier” means an “air carrier” as defined in 49 U.S.C. Section 40102(a)(2)
35 holding an air carrier certificate issued by the Administrator of the FAA under 14 C.F.R.
36 Section 119.5.
- 37 87. “Domestic operation” means a flight segment to and from an airport, or between airports,
38 located inside the contiguous 48 states of the United States, or a flight segment between
39 an airport located in the Mainland United States and either Alaska or Canada.
- 40 88. “Domestic per diem” means the hourly meal allowance for time away from base that is
41 applicable to a pilot while engaged in domestic operations.
42 Note: A pilot assigned ~~See Section 11 I. 3. (travel to training), Section 23 P. 8. (out-of-~~
43 away from base white slips) and Section 23 Q. 14. (out-of-base green slips)-within the
44 contiguous 48 states of the United States will receive domestic per diem.
- 45 89. "DPMA" means Delta Pilots Mutual Aid.
- 46 90. "DPMA disability benefit" means the optional supplemental disability benefit payable by

Section 2 – Definitions and Glossary

- 1 DPMA to an eligible DPMA participant.
- 2 91. "DPMA dues" means the dollar amount of dues charged by DPMA for membership in
3 DPMA.
- 4 92. "DPMA equivalent disability benefit" means the optional supplemental disability benefit
5 described in **Section 26 QN. 3. b.**
- 6 93. "DPSP participant" means a person who is receiving or is entitled to receive benefits
7 under the DPSP.
- 8 94. "Duty period" means the elapsed time from report to release (for a break-in-duty).
- 9 95. "Earned vacation" means the vacation time (i.e., the number of weeks or days) a pilot is
10 entitled to use in a vacation year.
- 11 96. "Earnings" means, for the purposes of a retirement or welfare benefit plan under **Section**
12 **26**, the amount of a participant's remuneration that forms the basis for contributions or
13 benefits under that plan.
- 14 97. "EASK" means equivalent available seat kilometers, a measurement of capacity adjusted
15 for an aircraft's seat density and cargo capacity, as defined and calculated in the
16 AF/KL/AZ JV agreement.
- 17 98. "Eligible family member," for the purposes of **Section 6**, means:
18 a. a relative who:
19 1) resides in an eligible pilot's household,
20 2) is dependent on the pilot for livelihood, and
21 3) is claimed on the pilot's federal tax return as a dependent.
22 b. an eligible pilot's spouse (including a person who is a domestic partner under the
23 Delta Domestic Partner Program).
- 24 99. "Eligible family member," for the purposes of **Section 25**, means eligible family member
25 as defined in the DPMP. An eligible family member is not eligible for the DPMP or
26 Delta Health Plan upon reaching Medicare eligibility age.
27 Exception: An eligible family member described in **Section 25 B. 1. Note, Section 25 C-**
28 **4. a., and Section 25 D. 3. a. Note** will remain eligible for the DPMP or Delta Health Plan
29 upon reaching Medicare eligibility age.
- 30 100. "Eligible move" means the actual movement of all of an eligible pilot's household goods
31 and personal effects from his former permanent residence to, and the establishment of,
32 his new permanent residence at, a location that is:
33 a. within the United States, and
34 b. more than 50 straight line statute miles from:
35 1) his former permanent residence, and
36 2) the greater metropolitan area of his former base, as described in the then most
37 recently published U.S. Census Bureau Metropolitan Areas Definition (See
38 www.census.gov/population/www/estimates/metrodef.html).
39 Exception: An eligible move will not include a move by a pilot whose permanent
40 residence, on the award date of his related conversion or the date of his recall from
41 furlough, is located in, or located within 50 miles of, the greater metropolitan area of his
42 new base.
43

Section 2 – Definitions and Glossary

- 1 101. "Eligible pilot" for the purposes of **Section 6**, means a pilot who intends to complete or
2 completes an eligible move and:
3 a. converts into a position at another base via an MD or VD, or
4 b. converts into a position at a new or re-established base within 12 months of the first
5 pilot conversion at such base, or
6 c. transfers from a closed base within the 12 months preceding the base closing, or
7 d. is recalled from furlough to a base other than his furlough base, or
8 e. otherwise transfers to a base at Company request,
9 f. provided:
10 1) he actually moves his household goods and personal effects to a new permanent
11 residence that is within a 125 straight-line statute mile radius of the airfield
12 reference point at his new base, and
13 2) his current permanent residence is not within such radius, and
14 3) he actually establishes his home at his new permanent residence, and
15 4) his new permanent residence is at least 50 straight-line statute miles closer to the
16 airfield reference point at his new base than is the permanent residence address
17 from which he is relocating, and
18 5) he agrees to repay the Company for such relocation benefits if, within 24 months
19 of the conversion that entitled him to receive such relocation benefit, he:
20 a) converts into a position at another base as the result of an advance entitlement,
21 or
22 b) relocates to another permanent residence outside such radius, without
23 changing bases.
- 24 102. "Employment year" means a one-year period beginning on a pilot's employment
25 anniversary date.
- 26 103. "Enhanced disability benefit" means the additional disability benefit payable to a
27 pilot with hours in his enhanced disability account under **Section 26 K. 5. c.**
- 28 104. "Entity" means a natural person, corporation, association, partnership, trust or any other
29 form for conducting business, and any combination or concert of any of the foregoing.
- 30 105. "Entry level pilot" means a pilot who has not completed his initial OE at the Company.
- 31 106. "Entry level position" means any position listed in **Section 22 B.**
- 32 107. "Evaluation" means a check of a pilot's performance and/or proficiency pursuant to an
33 FAR or as part of the Company's training including its Advanced Qualification Program
34 (AQP).
- 35 108. "Event Date" has the meaning given such term in the D&S Plan.
- 36 109. "FAA" means the Federal Aviation Administration.
- 37 110. "FAA leave" means a leave of absence described in **Section 13 K.**
- 38 111. "FAA mandatory retirement age" means the latest age under Part 121 of the FARs
39 or other applicable statutes that a pilot can serve as a PIC or SIC.
- 40 112. "FARs" means the Federal Aviation Regulations.
- 41 113. "Fatigue Risk Management System" (FRMS) means a management system and
42 alternative regulatory approach to pilot flight and duty time provisions to provide a
43 means of monitoring and mitigating fatigue as approved by the FAA.
- 44 114. "First Officer" means a pilot who is second in command and who is to assist or relieve
45 the captain in the manipulation of the flight controls of an aircraft while under way,
46 including takeoff and landing of such aircraft; who is properly qualified to serve as and

Section 2 – Definitions and Glossary

- 1 holds currently effective airman’s certificates authorizing him to serve as such First
2 Officer.
- 3 115. “Five Member Board” means the System Board of Adjustment when comprised of two
4 members appointed by the Company, two members appointed by the Association, and a
5 neutral member selected by the parties, to decide a specific dispute.
- 6 116. “Fleet” means aircraft in service, undergoing maintenance, and operational spares.
- 7 117. “Flight duty period” (FDP) means the portion of a duty period from report to when the
8 aircraft is parked after the last flight segment (other than a deadhead flight segment) and
9 there is no intention for further aircraft movement.
- 10 118. “Flight segment” means the operation of an aircraft with one takeoff and one landing.
- 11 119. “Flight time” means:
- 12 a. actual block time on a functional check flight and a verification flight segment(s), and
13 b. for all other flying, the greater of actual or scheduled block time on a flight
14 segment(s).
- 15 120. “Flying,” “flown,” “flies,” and “fly,” for purposes of **Sections 4, 12, and 23**, means:
- 16 a. operation of a flight as a cockpit crewmember, and/or
17 b. a deadhead by air.
- 18 121. "FMLA leave" means a leave of absence described in **Section 13 H**.
- 19 122. “Foreign air carrier” means a “foreign air carrier” as defined in 49 U.S.C. Section
20 40102(a)(21).
- 21 123. “Foreign pilot base” means a base located outside the boundaries of the contiguous 48
22 states of the United States.
- 23 124. "Former NWA pilot" means a pilot who was an employee of NWA and whose name
24 appeared on the NWA seniority list on the day preceding October 30, 2008.
- 25 125. “Four Member Board” means the System Board of Adjustment when comprised of two
26 members appointed by the Company and two members appointed by the Association, to
27 decide a specific dispute.
- 28 126. “Fragmentation transaction” means a transaction (other than a successor transaction) in
29 which the Company or a Company affiliate (other than a Company affiliate performing
30 flying only on permitted aircraft types) disposes of aircraft, route authority or slots (net of
31 aircraft, route authority or slots acquired within the 12 month period preceding such
32 transaction or acquired in a related transaction), which produced ~~+210~~% or more of the
33 operating revenue, block hours or available seat miles of the Company or Company
34 ~~affiliates~~affiliate as applicable (excluding revenue, block hours or available seat miles of
35 Company affiliates performing flying only on permitted aircraft types) during the 12
36 months immediately prior to the date of the agreement resulting in the fragmentation
37 transaction.
- 38 127. “Full service bank” or bank means an individual account maintained in DBMS for each
39 pilot into which he may deposit and from which he may withdraw or borrow credit on a
40 minute basis.
- 41 128. “Functional check flight” (FCF) means flying that involves the planned use of abnormal
42 or “special” checklists and/or determinations of the airworthiness of major system items
43 or troubleshooting.
- 44 129. “Furlough base” means the base to which a pilot was assigned on his date of furlough.
- 45 130. “Green slip” (GS) means a request by a pilot to be assigned same-day/next-day open time
46 that may generate premium pay:

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- 1 a. on his regular line days-off,
2 b. on his reserve line X-day(s),
3 c. on reserve line on-call days, while on long-call, with less than 12 hours' notice, or
4 d. on his remaining reserve line on-call days in the current bid period after he has
5 accumulated credit equivalent to the ALV in such bid period.
- 6 131. "Green slip with conflict" (GSWC) means a request by a regular pilot to be assigned
7 same-day/next-day open time that may generate premium pay, and:
8 a. overlaps a scheduled rotation(s) remaining to be flown, or
9 b. creates an FAR or PWA conflict with a scheduled rotation(s) remaining to be flown.
- 10 132. "Hard non-fly day" means a non-fly day on which a pilot may not be inversely assigned
11 to a rotation (e.g., vacation, APD day, reserve PD day, ALPA, legal duty, MLOA, or
12 golden X-day).
- 13 133. "Hawaiian" or "HA" means Hawaiian Airlines, Inc.
- 14 134. "Hawaiian marketing agreement" means the document titled "Marketing Amended and
15 Restated Codeshare Agreement" signed on June 11, 2007 dated as of August 2, 2010 by
16 and between Delta Air Lines, Inc. and Hawaiian Airlines, Inc., as amended from time
17 to time ~~amended~~.
- 18 135. "Hearing officer" means a Company-designated senior operating official.
- 19 136. "HMO above composite premium" means the amount charged by an HMO in excess of
20 the composite amount the Company contributes to the cost of the Delta Health Plan
21 (other than an HMO).
- 22 137. "Hub to hub" means a flight segment between a Delta hub other than SEA and an Alaska
23 hub.
- 24 138. "Inactive NWA pilot" means a former NWA pilot who on October 30, 2008 was not in
25 active payroll status, including but not limited to furlough, military leave exceeding 30
26 consecutive days, personal leave, family leave, medical leave, maternity leave or
27 disciplinary suspension and has not returned to active payroll status as described in
28 **Section 25 ~~KS~~. 4. c.**
- 29 Note: A NWA disabled pilot is not an inactive NWA pilot.
- 30 139. "Inactive payroll status" means the status of a pilot who is furloughed, receiving benefits
31 under the D&S Plan, military leave that exceeds 30 consecutive days, medical leave,
32 personal leave (other than known personal leave), FMLA leave, FAA leave, maternity
33 leave, or a pilot on a disciplinary suspension.
- 34 140. "Industry standard interline agreement" means an agreement or other arrangement
35 between or among two or more carriers, such as the International Air Transport
36 Association's "multilateral interline traffic agreements", or an "interline ticket and
37 baggage agreement", establishing rights and obligations relating to the acceptance and
38 accommodation of interline passengers and shipments.
- 39 141. "Initial training" means training necessary to create an equipment and status
40 qualification.
- 41 142. "Interim period" means the period between the closing date of the corporate transaction
42 pursuant to which the Company or any Company affiliate acquires control of the acquired
43 airline (the "closing date") and the later of the effective date of an integrated seniority list
44 or the effective date of a single collective bargaining agreement covering the pilots and
45 airmen involved.

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- 1 143. “International operation” means a flight segment to or from an airport, or between
2 airports, located outside the contiguous 48 states of the United States.
3 Exception: A flight segment between an airport located in the ~~Mainland~~mainland United
4 States and either Canada or Alaska will not be considered an international operation.
- 5 144. “International partner flying” means flying performed by any foreign air carrier (which is
6 not a Company affiliate):
7 a. under or utilizing a designator code, trade name, brand, logo, trademarks, service
8 marks, aircraft livery or aircraft paint scheme currently or in the future utilized by the
9 Company or any Company affiliate, and/or
10 b. on aircraft on which the Company or any Company affiliate has purchased or
11 reserved blocked space or blocked seats for sale or resale to customers of the
12 Company or any Company affiliate.
- 13 145. “International pay” means an hourly pay premium paid to a pilot for flight time flown in
14 an international operation.
- 15 146. “International per diem” means the hourly meal allowance for time away from base that
16 is applicable to a pilot while engaged in international operations.
17 Note: A pilot assigned to training ~~away from base~~located outside the contiguous 48
18 states of the United States will receive ~~domestic~~international per diem.
- 19 147. “Inverse assignment” (IA) means the assignment of open time in inverse seniority order
20 under **Section 23 N.** or **O.**
21 Exception: An assignment to a reserve pilot who is among a group of reserve pilots in the
22 same RAW value grouping under **Section 23 A. 218.** is not an IA.
- 23 148. “Inverse assignment with conflict” (IAWC) means an IA that:
24 a. overlaps a scheduled rotation(s) remaining to be flown, or
25 b. creates an FAR or PWA conflict with a scheduled rotation(s) remaining to be flown.
- 26 149. “Irregular operations” (IROPS) means an event(s) in the system (e.g., sickness, fatigue or
27 no-show of another pilot, weather, mechanical, aircraft type substitution, substitution of
28 one aircraft model for another aircraft model on which the pilot is not qualified,
29 diversion, cancellation, overflight, misconnect, application of the FARs) that causes a
30 pilot to be removed from his scheduled rotation or portion thereof.
- 31 150. “KL” or “KLM” means Koninklijke Luchtvaart Maatschappij N.V.
- 32 151. “Known absence” means a period of unavailability in a subsequent bid period for which a
33 pilot is scheduled prior to initial line awards for such bid period (e.g., training, vacation,
34 sick, MLOA, ALPA duty) during which a pilot may not be awarded a rotation(s) or on-
35 call day(s).
- 36 152. “Known accident leave” means accident leave in the subsequent bid period that is known
37 by the pilot before the date for the close of line bidding for such bid period as specified in
38 **Section 23 B.**
39 Note: A period of 14 or more days of known accident leave will be considered a known
40 absence. A period of less than 14 days of known accident leave will be considered a
41 known absence at the Company’s discretion.
- 42 153. “Known personal leave” means a period of unpaid personal leave that is made available
43 by the Company and awarded to pilots in a category, in seniority order, under **Section 13**
44 **J. 2.**, during which a pilot will remain on active payroll status.

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- 1 154. “Known sick leave” means sick leave in the subsequent bid period that is known by the
2 pilot before the date for the close of line bidding for such bid period as specified in
3 ***Section 23 B.***
4 Note: A period of 14 or more days of known sick leave will be considered a known
5 absence. A period of less than 14 days of known sick leave will be considered a known
6 absence at the Company’s discretion.
- 7 155. “Latin America” means South America, the Caribbean, Mexico, Central America, and the
8 West Indies.
- 9 156. “LCP/LVP time” means the greater of the actual or scheduled block time of a flight
10 segment on which a pilot performs LCP or LVP duties, as applicable.
- 11 157. “Legal duty” means participation by a pilot in a legal proceeding as:
12 a. a juror, or
13 b. a subpoenaed witness in:
14 1) criminal litigation, or
15 2) legal or administrative proceedings arising out of his employment with the
16 Company.
17 Exception: Participation in proceedings under ***Section 1, 16, 18, 19,*** or ***27*** is not
18 legal duty.
- 19 158. “Line” means a pilot’s bid period schedule.
20 a. “Initial line” means the line awarded/assigned to a pilot via PBS or DBMS.
21 b. “Adjusted line” means a pilot’s initial line as modified by the line adjustment process.
22 c. “Regular line” means a line composed of training, vacation, leaves, rotations, and/or
23 days-off.
24 d. “Reserve line” means a line composed of training, vacation, leaves, reserve on-call
25 days, and X-days.
26 e. “Blank regular line” means a regular line that is constructed without rotations.
27 f. “Specially created reserve line” means a reserve line that was not awarded/assigned in
28 the initial line awards.
29 g. “Reduced lower limit line” (RLL) means a regular line with a value that is less than
30 the lower limit of his LCW that is constructed upon request to a pilot who cannot be
31 awarded a regular line within his LCW.
- 32 159. “Line adjustment” means the process by which the Company removes a rotation(s) from
33 a regular pilot’s line for the next bid period, which would otherwise create an FAR and/or
34 PWA conflict(s).
- 35 160. “Line check pilot” (LCP) means a pilot who is:
36 a. selected by the Company and designated by the FAA, and
37 b. authorized to administer evaluations during line operations.
- 38 161. “Line construction window” (LCW) means a range of hours that is seven and one half
39 hours above and below the ALV for each position in each bid period. The LCW will not
40 extend below 65 hours without mutual agreement between the Director – Crew Resources
41 and the MEC Scheduling Committee Chairman.
- 42 162. “Line guarantee” means a line holder’s minimum pay and credit entitlement in a bid
43 period.
44

Section 2 – Definitions and Glossary

- 1 163. “Line validation pilot” (LVP) means a pilot who is:
2 a. selected by the Company, and
3 b. authorized to administer training and qualifications events during line operations,
4 including, but not limited to:
5 1) Mid-probationary validations,
6 2) Theater Qualifications (TQ), and
7 3) Special Airport Qualifications (SAQ).
8 c. not authorized to administer Captain evaluations during line operations
- 9 164. "Longevity" means all time beginning at date of employment as a pilot, and ending at
10 termination of employment as a pilot, retirement as a pilot, or death.
11 Exception one: For purposes of vacation, sick leave and pass benefits, the longevity of a
12 pilot who transferred from another Company department will begin on his most recent
13 date of employment with the Company.
14 Exception two: Longevity (including vacation and sick leave) does not include periods
15 during which a pilot remains on furlough due to his decision to bypass recall.
16 Exception three: On October 30, 2008, a former NWA pilot will receive longevity credit
17 as it existed at Northwest immediately prior to October 30, 2008 in addition to longevity
18 credit for any periods of furlough that occurred on or after July 31, 1992 (excluding any
19 periods of furlough bypass) and up to 90 days of credit for the difference in points of time
20 between when he was hired as a pilot and when a pilot in his new-hire class first
21 completed an initial OE.
- 22 165. “Low-time pilot” means a:
23 a. Captain or First Officer who has not flown (excluding deadhead) 75 hours of block
24 time as a Captain or First Officer in his aircraft type, or
25 b. Captain or First officer on a MAC who, when the block hours he has flown on his
26 aircraft type are added to the block hours of the other pilot(s), the sum does not
27 satisfy the Department of Defense 250 hour combined total line operating experience
28 requirement.
- 29 166. “Mainland United States,” for the purposes of **Section 1**, means the contiguous 48 states
30 of the United States.
- 31 167. “Malaria endemic destination” (MED) means a destination that Flight Operations, in
32 consultation with the International Flying Optimization Team (IFOT), has recommended
33 that employees use a malaria chemoprophylaxis regimen when visiting as a crew
34 member. Rotations to a MED will be designated in the bid package and on the pilot’s
35 rotation and a DBMS popup will remind a pilot assigned or awarded a rotation to a MED.
- 36 168. “Material change” means an amendment to the Alaska marketing agreement or the
37 Hawaiian marketing agreement that:
38 a. affects the codeshare or prorate terms or conditions of the Alaska marketing
39 agreement or the Hawaiian marketing agreement and,
40 b. has or would have an adverse material economic impact on:
41 1) the structure or benefits of the Alaska marketing agreement or the Hawaiian
42 marketing agreement to Delta, or
43 2) a substantial number of the Delta pilots.
- 44 169. “Medicare disabled” means becoming eligible for Medicare benefits for a reason other
45 than attainment of Medicare eligibility age.

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- 1 170. “Medicare eligibility age” means the age at which an individual may apply for hospital
2 insurance benefits under part A of Medicare as set forth in 42 U.S.C. 426(a)(1).
- 3 171. “Military Airlift Charter” (MAC) means all flight operations conducted as a charter under
4 an agreement between the Company and the Department of Defense or any branch of the
5 United States Armed Services, except for Civil Reserve Air Fleet operations. A rotation
6 that includes MAC operations will be identified with a distinct designator for PBS/PCS
7 and cannot be awarded to a pilot who has not completed his OE.
- 8 172. “Minimum separation length” (MSL) means, for a widebody category in which 20% or
9 more of the published rotations in a bid period are scheduled to operate for nine or more
10 days, the weighted average length of the published rotations in a category that are
11 scheduled to operate for nine or more days, rounded to the nearest whole number, and
12 published in the bid package.
- 13 173. “Month,” for the purposes of *Section 1*, means calendar month.
- 14 174. “Narrowbody,” other than for purposes of *Section 1*, means an aircraft type under
15 *Section 22 A. 3. g. —mh. — n.*
- 16 175. “New or reestablished category” means, for the purposes of *Section 22*, a category that
17 has not been in existence for 60 days since the date of the first opportunity for the first
18 conversion.
- 19 176. “New small narrowbody aircraft” means a B-717 or an A-319 aircraft that is not in the
20 Company’s fleet as of July 1, 2012.
- 21 177. “Non-consolidated pilot” means a pilot who has not completed consolidation
22 requirements as set forth in the FARs (currently Section 121.434(g) or a pilot who has
23 flown (excluding deadhead) less than 100 block hours, including OE, in his aircraft type).
- 24 178. “Non-fly day” means a day or 24-hour period during which a pilot:
25 a. does not perform flying for the Company,
26 b. is not scheduled to perform flying for the Company,
27 c. does not participate in training, other than distributed training (including travel days),
28 d. does not perform an SLI duty period (including a flex day),
29 e. is not on Company business,
30 f. is not removed from his scheduled rotation for the convenience of the Company, or
31 g. is not on long call or short call.
- 32 179. “Non-scheduled flight” means a publicity flight, contract flight, charter flight not shown
33 on a regular line, scenic flight, attempt, rerouted flight, ferry flight, functional check
34 flight, verification flight, proving run, experimental flight and airway aid test flight.
- 35 180. “Non-seniority list instructor” (NSLI) means an instructor who is:
36 a. not on the seniority list, or
37 b. currently receiving long term disability benefits under the D&S Plan (including the
38 NWA LTD Plan).
- 39 181. “Northwest” means Northwest Airlines, Inc.
- 40 182. “NWA” means Northwest Airlines, Inc.
- 41 183. “NWA adjusted sick leave bank” means a pilot’s NWA sick leave bank on October 30,
42 2008 (or, in the case of a NWA disabled pilot or inactive NWA pilot, his NWA sick leave
43 bank at the applicable date under *Section 26 P. 3.*) reduced by the number of Delta sick
44 leave credit hours awarded the pilot upon his transition to the Delta sick leave system.
- 45 184. “NWA CBA” means the terminated NWA pilots’ collective bargaining agreement that
46 was in effect on the day preceding October 30, 2008.

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- 1 185. "NWA disabled pilot" means a former NWA pilot whose disabling condition
2 arose prior to October 30, 2008 and either (a) is eligible for and receiving
3 disability benefits from either the NWA Pension Plan or the NWA LTD Plan, or
4 (b) is a pilot who was eligible for and receiving disability benefits from the NWA
5 Pension Plan until he attained age 60 on or after December 13, 2007 whether or
6 not he commenced normal retirement benefits at age 60 or older from the NWA
7 Pension Plan or the NWA Excess Plan.
- 8 186. "NWA Excess Plan" means the Northwest Airlines Pension Excess Plan for Pilot
9 Employees as amended.
- 10 187. "NWA LTD Plan" means the Northwest Airlines LTD Plan for Pilot Employees as
11 incorporated in the D&S plan.
- 12 ~~178. "NWA MP3" means the Northwest Airlines Money Purchase Plan for Pilot Employees as~~
13 ~~incorporated in the DC Plan.~~
- 14 188. "NWA Pension Plan" means the Northwest Airlines Pension Plan for Pilot Employees as
15 amended.
- 16 189. "NWA seniority list" means the NWA integrated pilots' system seniority list.
- 17 190. "NWA sick leave bank" means the accumulated sick leave hours of a former NWA pilot
18 under the NWA CBA as of the day preceding October 30, 2008 (or, in the case of a NWA
19 disabled pilot or inactive NWA pilot, as of the day preceding the applicable date under
20 **Section 14 D. 1. d. and e.**).
- 21 191. "Ocean crossing" means a flight segment:
22 a. across the Atlantic Ocean, or
23 b. across the Pacific Ocean, as follows:
24 1) between the North American continent and the Hawaiian Islands,
25 2) between the Hawaiian Islands and any point west of the 160 degree meridian,
26 3) between the North American continent and a point west of the 160 degree
27 meridian,
28 4) between a Pacific Rim airport and Australia and/or New Zealand,
29 or,
30 c. to or from an airport in South America, as follows:
31 1) between the United States and any point further south of the equator than 3
32 degrees, 30 minutes south latitude on the South American continent, and
33 2) any flight segment scheduled for greater than eight hours to, within or from the
34 South American continent,
35 or,
36 d. to or from an airport in Europe that crosses latitude 36°N. and/or longitude 45°E.,
37 or,
38 e. to or from an airport in Africa, as follows:
39 1) between the United States and any point on the African continent, and
40 2) any flight segment scheduled for greater than eight hours to, within or from the
41 African continent,
42 or,
43 f. to or from an airport in Asia on a flight segment scheduled for greater than eight
44 hours to, within or from the Asian continent,
45 or,

Section 2 – Definitions and Glossary

- 1 g. across the Arctic Ocean, between the North American continent and the Asian
2 continent.
- 3 192. “OE shadow period” means a period of unavailability that is applied to a pilot’s line prior
4 to initial line awards under **Section 11 F. 8.**, during which an award of a rotation(s) or on-
5 call day(s) will be for pay purposes only. Any such rotation(s) or on-call day(s) will
6 remain available to be awarded to another pilot in PBS.
- 7 193. “Off-line deadhead” means travel on a Delta Connection Carrier in category C operations
8 (i.e., pursuant to a prorate agreement) or any carrier other than Delta Air Lines, Inc.
- 9 194. “Off-rotation deadhead” means travel initiated by a pilot, at the beginning or end of a
10 rotation, by means other than the scheduled deadhead segment.
- 11 195. “On-line transportation” means travel on Delta Air Lines, Inc. and Delta Connection
12 Carriers in category A operations (i.e., not a prorate agreement).
- 13 196. “OOA” means Out-of-Area.
- 14 197. “Open time” means a rotation(s) not awarded on a regular line in the initial line awards,
15 or that otherwise becomes available.
- 16 198. “Operating experience” (OE) means performing the duties of Captain or First Officer
17 under the supervision of an LCP under FAR 121.434 (c) and (f).
- 18 199. “Operational crewmember” means a pilot who operates the controls of the aircraft, assists
19 in the operation or control of the aircraft, and/or serves as a relief Captain or relief First
20 Officer.
- 21 200. “Out-of-base pilot” means a pilot who holds the same position at another base.
- 22 201. “Pacific flying” means flying on all routes (a) across the Pacific or Arctic ocean between
23 North America (including Hawaii), on the one hand and Asia or Oceania, on the other
24 hand, (b) between Asia, on the one hand and Oceania, on the other hand, and (c) to/from
25 points within Asia.
- 26 202. “Parent” means any entity that controls another entity.
- 27 203. “Permanent residence” means the home where a pilot physically resides on a permanent
28 basis and at which he intends to remain. Evidence of a pilot’s permanent residence
29 includes, but is not limited to, his DBMS residence address and residence address for
30 Company benefits enrollment purposes.
- 31 204. “Permitted aircraft type” means:
- 32 a. an aircraft operated by Delta Private Jets as an affiliate of the Company (or a
33 successor to Delta Private Jets that remains an affiliate of the Company), certificated
34 in the United States for 19 or fewer passenger seats and with a maximum certificated
35 gross takeoff weight in the United States of 65,000 or fewer pounds,
36 Exception: Up to five aircraft certificated in the United States for 19 or fewer
37 passenger seats may have a maximum certificated gross takeoff weight in the United
38 States of 99,900 or fewer pounds,
39 and
- 40 b. a propeller-driven or turboprop aircraft certificated in the United States for 37 or
41 fewer passenger seats and with a maximum certificated gross takeoff weight in the
42 United States of 37,000 or fewer pounds, and
- 43 ~~c. one of up to nine aircraft operated under a prorate agreement with Chautauqua-~~
44 ~~Airlines or Shuttle America Corporation, configured with 44 or fewer passenger seats~~
45 ~~and certificated in the United States with a maximum gross takeoff weight of 65,000-~~
46 ~~or fewer pounds, and~~

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- 1 c. an aircraft (other than the aircraft in **Section 1 B. 4647. a. – eb.**) certificated for
2 operation in the United States for 50 or fewer passenger seats and with a maximum
3 certificated gross takeoff weight in the United States of 65,000 or fewer pounds (“50-
4 seat aircraft”), and
5 d. one of up to 102 aircraft configured with 51-70 passenger seats and certificated in the
6 United States with a maximum gross takeoff weight of 86,000 pounds or less (“70-
7 seat aircraft”), and
8 e. one of up to 153 aircraft configured with 71-76 passenger seats and certificated in
9 the United States with a maximum gross takeoff weight of 86,000 pounds or less
10 (“76-seat aircraft”).

11 Exception one: If the Company establishes a fleet of new small narrowbody aircraft,
12 the number of permitted 76-seat aircraft may increase on a one 76-seat aircraft for
13 each one and one quarter new small narrowbody aircraft (1:1.25) ratio (rounded to the
14 closest integer) up to a total of 223 76-seat aircraft. In the event more than 153 76-
15 seat aircraft are in category A or C operations, then on January 1, 2014, and each
16 succeeding January 1 thereafter, the Company will implement its plan to reduce the
17 number of 50-seat aircraft in category A or C operations below 348 (the number of
18 50-seat aircraft in category A or C operations as of July 1, 2012) rounded to the
19 closest integer, as follows:

- 20 1) 2.7 50-seat aircraft for each of the first additional ten 76-seat aircraft (above
21 153),
22 2) 2.7 50-seat aircraft for each of the next additional ten 76-seat aircraft (above
23 163),
24 3) 2.8 50-seat aircraft for each of the next additional ten 76-seat aircraft (above
25 173),
26 4) 2.9 50-seat aircraft for each of the next additional ten 76-seat aircraft (above
27 183),
28 5) 3.0 50-seat aircraft for each of the next additional ten 76-seat aircraft (above
29 193).
30 6) 3.1 50-seat aircraft for each of the next additional ten 76-seat aircraft (above
31 203), and
32 7) 4.6 50-seat aircraft for each of the next additional ten 76-seat aircraft (above
33 213).

34 Note one: Upon the delivery of a 223rd 76-seat aircraft, the number of permitted
35 50-seat aircraft will be 125 regardless of the number otherwise provided in **Section**
36 **1 B. 46-f47. e. Exception one.**

37 Note two: If on January 1, 2014, or any succeeding January 1 thereafter, the
38 number of 50-seat aircraft in category A or C operations exceeds the maximum
39 permitted number, the Company will require carriers that engage in category A or C
40 operations to suspend or cease operations on a sufficient number of 50-seat aircraft
41 or 76-seat aircraft to comply with these requirements within 60 days and to remain
42 in compliance thereafter. The Company will be excused from compliance with the
43 provisions of this Note in the event a circumstance over which the Company does
44 not have control is the cause of such non-compliance.

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- 1 Exception two: Up to the 36 EMB-175s that were operated and/or ordered by
2 Northwest prior to October 30, 2008 may continue to be operated with up to a
3 maximum gross takeoff weight of 89,000 pounds.
- 4 f. once the number of 76-seat aircraft permitted under **Section 1 B. 46.f47. e.** is
5 engaged in category A or C operations, such number of aircraft need not be reduced,
6 so long as the then-current limit on the total number of 50-seat aircraft specified in
7 **Section 1 B. 46.f47. e. Exception one** is satisfied.
- 8 Exception one: If a pilot on the seniority list with an employment date prior to ~~July~~
9 ~~1, 2012~~ **DOS** is placed on furlough, the Company will convert all 76-seat aircraft for
10 operation as 70-seat aircraft. The number of such aircraft will continue to be limited
11 by **Section 1 B. 46.f47. e.** as though they were being operated as 76-seat aircraft.
12 The Company may again commence operating such aircraft as 76-seat aircraft
13 effective on the date that the most junior pilot protected by the first sentence of ~~this~~
14 **Section 1 B. 47. f. Exception one** is recalled from furlough.
- 15 Exception two: In the event the hiring or flow provisions of NWA LOA 2006-10 or
16 LOA #9 cease to be available, either at the feeder carrier affiliate referenced in such
17 LOAs or at another carrier, the number of permitted 76-seat aircraft in **Section 1 B.**
18 **46.f47. e.** will be reduced by 35.
- 19 205. “Personal drop sick” (PDS) means a personal drop request by a pilot to engage in a
20 routine health maintenance procedure-, i.e., ordinary preventative care that does not
21 disqualify a pilot from performing duties as a flight crewmember. PDS requests will be
22 granted at the discretion of the Chief Pilot’s Office.
- 23 206. “Physical standards” means the standards established by the FAA for the issuance of a
24 First Class Medical Certificate, including the FAA waiver and restriction policy.
- 25 207. “Pilot” means an employee of Delta Air Lines, Inc. whose name appears on the Delta Air
26 Lines Pilots’ system seniority list.
- 27 Note: For ease of reading in **Section 1**, the defined term “pilot” may be modified by the
28 word “Delta.” Such modification does not change the meaning of the defined term
29 “pilot.”
- 30 208. “Pilot change schedule” (PCS) means a process for the submission of requests for:
31 a. military leave of absence (see **Section 13 D.**)
32 b. personal drop (PD), qualified personal drop (QPD), individual vacation day (IVD),
33 and authorized personal drop (APD) (see Section 23 I.)
34 c. swap with the pot (see **Section 23 H.**)
35 d. white slip (see **Section 23 P.**)
36 e. yellow slip (see **Section 23 T.**)
37 f. GS and GSWC (see **Section 23 Q.**)
38 g. X-day move (see **Section 12 A-9M. 8.**)
39 h. additional day off (see **Section 23 S. 1614.**)
40 i. recovery slip (see **Section 23 J.**)
- 41 209. “Pilot retiree” means a pilot (or 13 B. 3. pilot) who retired after June 1, 2006 or a former
42 NWA pilot who retired after October 30, 2008.
43 Exception: A NWA disabled pilot is not a pilot retiree.
- 44 210. “Pilot-to-pilot swap board” means an electronic system through which a pilot offers
45 and/or executes a rotation drop, swap, and/or pickup with another pilot under
46 **Section 23 F.**

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- 1 211. “Pilot Working Agreement” or “PWA” means the basic collective bargaining agreement
2 between Delta Air Lines, Inc. and the air line pilots in the service of Delta Air Lines, Inc.
3 as represented by the Air Line Pilots Association International, together with all effective
4 amendments, supplemental agreements, letters of agreement, and letters of understanding
5 between the Company and the Association.
- 6 212. “Position” means the combination of a pilot’s aircraft type and status.
- 7 213. “PPO Option B” means the plan providing medical and dental benefits that was in effect
8 under the NWA CBA, as amended.
- 9 214. “Pre-merger Delta pilot” means a pilot whose name appeared on the Delta seniority list
10 immediately prior to October 30, 2008.
- 11 215. “Premium pay” means pay as set forth in **Section 23 U**. applicable to:
12 a. an inversely assigned rotation or flight segment(s).
13 b. a GS rotation.
14 c. a GSWC rotation.
- 15 216. “Pre-tax income” (PTIX) means, for any calendar year, the Company’s consolidated pre-
16 tax income calculated in accordance with Generally Accepted Accounting Principles in
17 the United States and as reported in the Company’s public securities filings but
18 excluding:
19 a. all asset write downs related to long term assets,
20 b. gains or losses with respect to employee equity securities,
21 c. gains or losses with respect to extraordinary, one-time or non-recurring events-
22 ~~(including without limitation one-time transition or integration costs incurred in~~
23 ~~connection with the merger of the Company and Northwest Airlines Corporation~~
24 ~~during the two-year period following the merger), and~~
25 d. expense accrued with respect to the profit sharing plan.
- 26 217. “Proficiency check” (PC) means any of the following validation or evaluation events in
27 the simulator or Flight Training Device administered under the AQP:
28 a. Procedures Validation (PV)
29 b. Maneuvers Validation (MV)
30 c. Line Operational Evaluation (LOE)
31 Note: MV and LOE for a pilot obtaining a type rating are not proficiency checks.
- 32 218. “Proficiency check pilot” (PCP) means:
33 a. a pilot who is selected by the Company and designated by the FAA and authorized to
34 administer proficiency checks in other than line operations, and/or
35 b. an NSLI who is selected by the Company and designated by the FAA and authorized
36 to administer proficiency checks in other than line operations under **Section 11 D**.
- 37 219. “Profit/loss sharing agreement” means an agreement or arrangement in which the
38 Company or a Company affiliate shares in the economic performance of one or more
39 other carriers and/or of its or their affiliate or affiliates, through incremental revenue
40 sharing or the sharing of profits or losses in connection with the Company’s and the other
41 carrier or carriers’ carriage of passengers. An agreement or arrangement that constitutes
42 an industry standard interline agreement, a codeshare agreement with a carrier engaged in
43 international partner flying in which there is no sharing in the economic performance of
44 the carrier’s flying through incremental revenue sharing or the sharing of profits or
45 losses, a prorate agreement, a sales/super commission agreement, the Hawaiian and
46 Alaska marketing agreements, and an arrangement between the Company and any

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- 1 Company affiliate and one or more Delta Connection Carriers is not a profit/loss sharing
2 agreement.
- 3 220. “Projection” means the sum of a pilot’s accumulated credit and remaining scheduled
4 credit within the bid period.
- 5 221. “Projected number of regular lines” means the total scheduled block and credit hours in a
6 category added to a percentage of the total known absence hours in such category,
7 divided by the ALV for such category.
- 8 Note: The percentage of total known absence hours will be determined by the Director –
9 Crew Resources & Scheduling with the purpose of determining the most accurate
10 projected number of regular lines. The Company will provide advance notice of any
11 intent to change such percentage in a category, and will meet and confer upon request
12 with the Association to mutually review the reason for the change and to demonstrate the
13 increased accuracy of the calculation.
- 14 222. “Projected number of reserve lines” means the difference between the total number of
15 pilots on a published category list and the projected number of regular lines for such
16 category.
- 17 223. “Pro rata portion of the ALV” means the ALV for a position divided by the number of
18 days in a bid period.
- 19 224. “Pro rata portion of the reserve guarantee” means the reserve guarantee for a position
20 divided by the number of days in a bid period.
- 21 225. “Prorate Agreement” means an agreement between the Company or a Company affiliate
22 and another carrier or its affiliate for the proration of interline revenue between them,
23 under a standard interline prorate formula, and in a manner that provides no economic
24 benefit to the Company other than from the carriage of passengers by the Company. The
25 term "economic benefit" does not include the reimbursement of distribution costs or
26 industry standard interline service charges.
- 27 226. “Purchased vacation” means the vacation days that a pilot receives as a result of a full
28 service bank transaction.
- 29 227. “QHCP certificate” means written verification from a QHCP, with whom a pilot has a
30 bona fide patient relationship, indicating in general terms the nature of the pilot’s
31 sickness.
- 32 228. “Qualification training” means training necessary to create a position qualification (i.e.,
33 initial, transition, upgrade, requalification, transoceanic ground school).
- 34 229. “Qualified health care professional” (QHCP) means a licensed and credentialed medical
35 professional who holds one of the following degrees:
36 a. A.P.R.N.,
37 b. D.C.,
38 c. P.A. – C., or 217
39 d. PhD, and is credentialed as a licensed clinical psychologist.
- 40 230. “Qualified SLI” means an SLI who can function as the instructor of record.
- 41 231. “Quarterly continuing qualification training” (QCQ) means distributed training that is
42 completed quarterly to maintain position qualification under the Company’s Advanced
43 Qualification Program (AQP).
- 44 232. “RAW value grouping” means a range of RAW values for each category in each bid
45 period determined by mutual agreement between the Director – Crew Resources and

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- 1 Scheduling and the MEC Scheduling Committee Chairman, and made available no later
2 than the last day of the prior bid period.
- 3 233. “Recalled-medical hold” means the status of a pilot who is unable to present the
4 Company with a First Class Medical Certificate within 30 days of receipt of his notice of
5 recall.
- 6 234. “Recency” or “recency of experience” means the requirement of a Captain or First
7 Officer to make at least three takeoffs and landings within a 90-day period under FAR
8 121.439.
- 9 235. “Recovery slip” means a request by a regular pilot to be awarded open time under
10 **Section 23 J.** in lieu of being assigned recovery flying under **Section 23 K. 1.**
- 11 236. “Reestablishment of recency” means the training and checking required under FAR
12 121.439 to reestablish qualifications that have lapsed due to lack of recency.
- 13 237. “Regular pilot” means a pilot who holds a regular line.
- 14 238. “Release” means:
- 15 a. for purposes of determining a pilot’s break-in-duty, the later of:
- 16 1) 30 minutes after the block-in of his last flight segment, or
17 2) the actual time he is released by the Company (after completion of any additional
18 duty required by the Company) to begin a rest period sufficient to break his duty
19 period under **Section 12 G.**
- 20 b. for purposes of determining a pilot’s duty period credit and rotation credit, the later
21 of:
- 22 1) 30 minutes after the actual block-in of his last flight segment,
23 2) 30 minutes after the adjusted block-in of his last flight segment determined by
24 adding the scheduled block time of such flight segment to the later of the
25 scheduled or actual departure time of such flight segment, or
26 3) the actual time he is released by the Company (after completion of any additional
27 duty required by the Company) to begin a rest period sufficient to break his duty
28 period under **Section 12 G.**
- 29 239. “Relief Captain” means a Captain who is current in his position and augments a crew.
- 30 240. “Relief crew” means a relief Captain and a relief First Officer, collectively.
- 31 241. “Relief First Officer” means a type rated First Officer who is current in his position and
32 augments a crew.
- 33 242. “Report” means the later of the actual or scheduled time that a pilot begins duty. Such
34 scheduled time is:
- 35 a. one hour before the scheduled departure of the first:
- 36 1) non-trans-oceanic flying segment.
37 2) deadhead on on-line transportation or a Delta Connection Carrier (including an
38 ocean crossing deadhead that originates within the continental United States).
- 39 b. 90 minutes before the scheduled departure of the first:
- 40 1) trans-oceanic flight segment, (including an ocean crossing deadhead that
41 originates outside the continental United States).
42 2) off-line deadhead segment other than a Delta Connection Carrier.
43 Exception: Flight segments to/from Hawaii will have a 60-minute report.
44

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1 243. “Reroute” means:

- 2 a. alteration of a pilot’s rotation or portion thereof due to irregular operations to:
3 1) delete a previously scheduled flight segment(s), and/or
4 2) add a flight segment(s) that is not open time (including flying removed from open
5 time),
6 or
7 b. alteration of a pilot’s rotation or portion thereof to:
8 1) delete a previously scheduled flight segment(s), and/or
9 2) add a flight segment(s) under *Section 23 N. ~~2021~~*, or *O. 15.*;
10 and
11 c. notification to the pilot, after the airborne departure of his first flight segment, of such
12 alteration.

13 Note: An alteration in the departure, enroute or arrival time of a scheduled flight segment
14 does not constitute a reroute.

15 244. “Reserve assignment weighting” (RAW) means a value assigned to a reserve pilot that is
16 based on his accumulated credit in a bid period, his CROC days in a bid period, and his
17 number of short call credits in a bid period. A reserve pilot’s RAW is used as part of the
18 process of sequencing him for assignment to open time. Such value will be calculated
19 using the following formula, rounded to the nearest integer:

20 Reserve assignment weighting = $[(A \div C) \times 75] + [(B \div D) \times 100] + (E \times 5)$, where:

21 **A** = the reserve pilot’s credit hours accumulated in the bid period plus prorated credit
22 hours associated with his period of unpaid absence and/or vacation and/or training
23 (other than qualification or distributed training), if any. The number of prorated
24 hours associated with his period of unpaid absence and/or vacation and/or training
25 (other than qualification or distributed training) will be determined by multiplying the
26 number of days of his unpaid absence and/or vacation and/or training (other than
27 qualification or distributed training) by the reserve guarantee and then dividing that
28 product by 30 or 31 (days of the bid period).

29 **B** = the reserve pilot’s CROC days plus prorated CROC days associated with his period
30 of absence other than sick leave, if any (e.g., vacation, training, MLOA, PLOA). The
31 number of prorated CROC days associated with his period of absence other than sick
32 leave will be determined by multiplying the number of days of his absence by 18 (on-
33 call days per bid period) and then dividing that product by 30 or 31 (days of the bid
34 period).

35 **C** = the reserve guarantee.

36 **D** = number of on-call days in a full month of reserve.

37 **E** = the number of short call periods for which the pilot has been credited in the bid
38 period.

39 245. “Reserve day” means a day on which a reserve pilot is scheduled to be on either an on-
40 call day or an X-day.

41 246. “Reserve pilot” means a pilot who holds a reserve line.

42 247. “Reserve pro rata share” means the reserve guarantee divided by the associated number
43 of on-call days in a bid period on a reserve line.

44 248. “Reserve utilization order” (RUO) means an order of assigning open time to reserve
45 pilots, within days-of-availability groupings, that is based upon a comparison of their
46 RAW value groupings.

Section 2 – Definitions and Glossary

- 1 249. “Rest facility” means an on-board crew rest accommodation for aircraft used on flights
2 requiring a relief pilot or relief crew.
3 a. “Class 1 rest facility” means a bunk or other surface that allows for a flat sleeping
4 position and is located separate from both the flight deck and passenger cabin in an
5 area that is temperature-controlled, allows the flightcrew member to control light, and
6 provides isolation from noise and disturbance.
7 b. “Class 2 rest facility” means a seat in an aircraft cabin that allows for a flat or near
8 flat sleeping position, is separated from passengers by a minimum of a curtain to
9 provide darkness and some sound mitigation, and is reasonably free from disturbance
10 by passengers or flightcrew members.
11 c. “Class 3 rest facility” means a seat in an aircraft cabin or flight deck that reclines at
12 least 40 degrees and provides leg and foot support.
13 Note one: The FAA will determine the classification of each on-board crew rest
14 accommodation.
15 Note two: In the event of a change to the definition of a rest facility under FAR 117, the
16 parties agree to meet and confer regarding such changes.
- 17 250. “Retired” means the termination of employment of a pilot (or 13 B. 3. pilot) after
18 attaining age 50 but prior to:
19 a. death,
20 b. resignation or quit,
21 c. discharge by the Company,
22 d. failure to return to work:
23 1) upon expiration of approved medical or military leave of absence,
24 2) upon recall after furlough, or
25 3) before the date of the expiration of re-employment rights required by law,
26 or
27 e. expiration of furlough status without a return to work.
28 ~~or under circumstances that enable him to receive an early, normal or deferred retirement~~
29 ~~benefit from the DC Plan (or after termination of the DC Plan, under circumstances that~~
30 ~~would have enabled him to receive an early, normal or deferred retirement benefit from~~
31 ~~the DC Plan, assuming the DC Plan had not terminated and that he had an account under~~
32 ~~the DC Plan), or under circumstances that enable him to receive an early, normal, late or~~
33 ~~deferred retirement pension (but not a terminated vested benefit) under the NWA Pension~~
34 ~~Plan.~~
35 Note: A NWA disabled pilot is not considered retired.
- 36 ~~236. “Retirement date” means the early, normal, late or deferred retirement date (but not~~
37 ~~terminated vested benefit commencement date), whichever is applicable, of a pilot who~~
38 ~~has retired.~~
- 39 251. “Rotation” means a duty period, or series of duty periods, that is identified by number
40 and scheduled to begin and end at a pilot’s base, and all the flight segments contained
41 therein. The release of a regular pilot for a break-in-duty at his base that is within such a
42 series of duty periods (“in base layover”) will not end his rotation.
- 43 252. “Rotation guarantee” means the pay guarantee under **Section 4 F**.
- 44 253. “Savings Plan” means the Delta Family-Care Savings Plan.
- 45 254. “Scheduled block hour” means an hour of scheduled block time.
- 46

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- 1 255. “Scheduled block times” means the greater of the flight times set forth in the:
2 a. Company operating schedules, or
3 b. bid package.
- 4 256. “Scheduled flight” means a flight published in the bid package or shown in the
5 Company’s operating schedules and extra sections thereof.
- 6 257. “Scheduled legal duty leave” means legal duty leave that is reported by the pilot to the
7 Company prior to the close of line bidding for the bid period in which the legal duty
8 leave is scheduled to occur, and that the Company, at its discretion, places on the pilot’s
9 schedule prior to the close of line bidding for such bid period.
- 10 258. “Seniority” means a pilot’s number on the seniority list.
- 11 259. “Seniority date” means the date of a pilot’s seniority as shown on the seniority list.
- 12 260. “Seniority list” means the Delta Air Lines Pilots’ system seniority list.
- 13 261. “Seniority list instructor” (SLI) means an instructor who is a pilot.
14 Exception: An instructor who is a pilot currently receiving long term disability benefits
15 under the D&S Plan (including the NWA LTD Plan) cannot be an SLI.
- 16 262. “Service provider” means any entity, other than the Company, that provides any services
17 for the DPSP including, but not limited to, the record-keeper and trustee.
- 18 263. “Sick” means disabled due to sickness, as defined in **Section 14 A. 11**.
- 19 264. “Sick leave shadow period” means a period of unavailability that is applied to a pilot’s
20 line prior to initial line awards under **Section 14 H.**, during which an award of a
21 rotation(s) or on-call day(s) will be for pay purposes only. Any such rotation(s) or on-
22 call days(s) will remain available to be awarded to another pilot in PBS.
- 23 265. “Sick leave year” means the period from June 1 of each year to the subsequent May 31.
- 24 266. “Sickness” means any personal medical condition of a pilot, physical or mental, that
25 disables him from performing duties as a flight crewmember.
26 Note: Sickness does not include routine health maintenance procedures, i.e., ordinary
27 preventative care that does not disqualify a pilot from performing duties as a flight
28 crewmember.
- 29 267. “Sick occurrence” means the period between the time a pilot calls in sick and the time
30 that he calls in well.
31 Note: Regular line days off and reserve X-days within a sick occurrence will not be
32 considered to be sick leave.
- 33 268. “Single operating certificate” (SOC) means the date on which the FAA issues the
34 Company an operating certificate that grants the authority to conduct flight operations of
35 the Company and Northwest as a single airline.
- 36 269. “SLI duty period” means one of the following when performed by an SLI:
37 a. one FTD or simulator period including brief and debrief.
38 b. one training and/or evaluation event in an aircraft including brief and debrief.
39 c. a VF(s) and/or an FCF(s), not to exceed 10 hours.
40 d. a day of Company business away from his training center.
41 e. a duty period of up to 13 scheduled hours and 15 actual hours during which an SLI
42 deadheads to and/or from a training location and performs SLI duties.
43 f. a period consisting solely of deadheading to or from a training location.
44 g. service as part of a crew complement for one FTD or simulator period, including brief
45 and debrief.

Section 2 – Definitions and Glossary

1 h. up to eight hours (exclusive of meal break) of office duties or special projects (an
2 “office day”).

3 Note: An SLI may be required to perform any SLI duties during his office day or
4 additional SLI duties that have arisen on short notice during his SLI duty period. Such
5 SLI will be credited with an additional SLI duty period only if he is required to remain on
6 duty in excess of eight hours (exclusive of meal break).

7 270. “Soft non-fly day” means a non-fly day other than a hard non-fly day (i.e., a day on
8 which a pilot may be inversely assigned to a rotation).

9 271. “Standard deviation” means an index of variability as set forth in *Robert L. Winkler and*
10 *William L. Hays, Statistics, Probability, Inference and Decision, 164-5 (2d Ed. 1975)*.

11 272. “Standing bid” means a pilot’s order of category preferences, as they exist in DBMS, for
12 AEs, MDs, and VDs. A pilot’s category preferences may include:

13 a. a minimum acceptable relative seniority ranking (by number or percentage) in the
14 category (including his own category),

15 b. a specification for “regular line only”, or

16 c. his willingness to be displaced in lieu of a pilot who is junior to him and in his
17 category.

18 273. “Status” means a pilot’s rank as Captain or First Officer.

19 274. “Subsidiary” means any entity that is controlled by another entity.

20 275. “Sufficient qualifications” means the requirements imposed by law and this PWA to
21 enter training or serve as a pilot for Delta Air Lines, Inc.

22 276. “Supplemental vacation” means the vacation days that a pilot receives (for use in the
23 current or following vacation year) ~~due to being inversely assigned into an X-day(s)-~~
24 ~~(under Section 23 S. 16.)-14.~~

25 277. “Survivor” or “eligible survivor” means the spouse or child of a deceased pilot, 13 B. 3.
26 pilot, or pilot retiree, as defined in the D&S Plan.

27 Exception: The spouse or child of a deceased NWA disabled pilot is not a survivor or
28 eligible survivor as those terms are defined in the D&S Plan.

29 278. “Targeted line value” (TLV) means a 12 bid period rolling average of the ALV for a
30 position that will be between 75 and 80 hours (inclusive).

31 279. “Theater,” for purposes of **Section 12**, means a geographical area in which the distance
32 between a pilot’s FDP departure point and arrival point differ by no more than 60 degrees
33 longitude, as defined or subsequently amended under FAR 117.

34 280. “Theater qualification” means a program for qualification of Captains in a specified area
35 of operations as set forth in the Airway Manual.

36 Note one: The Company will review with the Association any plans to modify the terms
37 and provisions of the theater qualification program set forth in the Airway Manual.

38 Note two: The addition of a new theater that affects 12 or more scheduled round trips per
39 bid period in a category will be subject to the implementation schedule under **Section 11**
40 **J. 5**. The Company and the Association will meet and confer to agree upon an
41 implementation schedule related to a significant modification of an existing theater.

42 281. “Time away from base” means the period beginning with report at base and ending upon
43 release at base.

44 Exception: The “time away from base” of a pilot who is assigned to training away from
45 base will end at block-in at his base. Note: See Section 11 I. 3. (travel to training),
46 Section 23 P. 8. (out-of-base white slips) and Section 23 Q. 14. (out-of-base green slips).

Section 2 – Definitions and Glossary

- 1 282. “Top-up disability benefit” means the supplemental disability benefit payable to a former
2 NWA pilot under **Section 26 QN. 4**.
- 3 283. “Total projected costs” for the DPMP for each calendar year will be determined by an
4 actuary selected by the Company and will be developed from the combined experience of
5 a population composed of all of the Company's active employees participating in medical
6 and dental plans excluding HMOs and fully insured options. The Company's actuary will
7 use reasonable actuarial assumptions and methods that are designed to determine such
8 total projected costs in the actuary's best professional judgment. By June 15th of each
9 year, the Company will provide to the Association the actuary's detailed preliminary
10 determination of what the total projected costs will be for the following calendar year.
11 The Association may provide comments on such analysis by July 7th, and the Company's
12 actuary will consider such comments in making its final determination of total projected
13 costs.
- 14 284. “Training” means a Company-sponsored program of instruction and/or evaluation
15 required by an AQP, the Company, or the FARs (e.g., recency, qualification training,
16 CQ, distributed training).
- 17 285. “Training day(s)” means a day(s) in which a pilot is scheduled to:
18 a. attend continuous training.
19 b. travel between his base and the training location.
- 20 286. “Trans-oceanic duty period” means a duty period that contains an ocean crossing
21 (including deadheading).
- 22 287. “Unanticipated accident leave” means accident leave for the current or subsequent bid
23 period that is reported to the Company by a pilot after the line award for the bid period.
- 24 288. “Unanticipated sick leave” means sick leave for the current or subsequent bid period that
25 is reported to the Company by a pilot after the line award for the bid period.
- 26 289. “Unassigned pilot” means a pilot in excess of PWA staffing requirements who is
27 assigned to an aircraft type and base but does not currently hold a status.
- 28 290. “Unaugmented Operation” means a flight segment that does not utilize a relief First
29 Officer, relief Captain, or relief crew.
- 30 291. “United States” means the United States and its possessions and territories including but
31 not limited to the Commonwealth of Puerto Rico.
- 32 292. “Unscheduled legal duty leave” means legal duty leave that the Company does not place
33 on a pilot's schedule prior to the close of line bidding for the bid period in which the legal
34 duty leave is scheduled to occur.
- 35 ~~277. “Unverified sick leave” means sick leave not verified under **Section 14 F. 2.**~~
- 36 293. “VA” or “Virgin Australia” means the collective single party to the Virgin Australia Joint
37 Venture Agreement that consists of Virgin Australia Airlines Pty Ltd, Virgin Australia
38 International Airlines Pty Ltd, Virgin Australia Airlines (NZ) Ltd, and Virgin Australia
39 Airlines (SE Asia) Pty Ltd.
- 40 294. “Vacation bank hours” means the hours in a pilot's vacation bank. Such vacation bank
41 hours will be equal to:
42 a. 3:15 for each day of a pilot's earned vacation, together with purchased and
43 supplemental vacation for use in the current vacation year **for the 2016-2017 vacation**
44 **year.**
45 b. 3:30 for each day of a pilot's earned vacation, together with purchased and
46 supplemental vacation for use in the current vacation year, effective April 1, 2017.

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1 c. 3:45 for each of the first 14 days of a pilot’s awarded vacation and 3:30 for each
2 remaining day of his earned vacation, together with purchased and supplemental
3 vacation for use in the current vacation year, effective April 1, 2019.

4 Note: A pilot who has earned fewer than 14 vacation days for a vacation year will
5 receive 3:45 for each such earned vacation day, together with any purchased and
6 supplemental vacation day, up to a total of 14 vacation days. He will receive 3:30 for
7 each remaining purchased or supplemental vacation day, if any.

8 295. “Vacation period” means a portion(s) of the combination of a pilot’s earned, purchased
9 and supplemental vacation that is designated by the pilot as:

- 10 a. primary,
11 b. secondary,
12 c. tertiary,
13 d. quaternary, or
14 e. quinary.

15 296. “Vacation year” means the period that begins on April 1st each year and ends on the
16 following March 31st.

17 297. “VA joint venture” or “VA JV” means the business relationship between Delta and
18 Virgin Australia in which incremental revenues of international flights within the VA JV
19 are shared between the air carrier partners, as typified by the business relationship
20 between VA and Delta that is embodied in the VA JV agreement.

21 298. “Verification flight” (VF) means flying that is performed to determine whether a
22 maintenance repair action has successfully resolved the pertinent problem, provided such
23 flying does not involve:

- 24 a. the planned use of abnormal or special checklists, or
25 b. determinations of the airworthiness of major system items or troubleshooting.

26 299. “Virgin Australia Joint Venture agreement” or “VA JV agreement” means the
27 ~~commercial~~ Joint Venture Agreement between dated as of November 15, 2012 by and
28 among Delta Air Lines, Inc., and Virgin Australia submitted for approval Airlines Pty Ltd,
29 Virgin Australia International Airlines Pty Ltd, Virgin Australia Airlines (SE Asia) Pty
30 Ltd, and Virgin Australia Airlines (NZ) Ltd, as amended from time to the U.S.-
31 Department of Transportation (“DOT”)-time.

32 300. “VS” or “Virgin Atlantic” means Virgin Atlantic Airways Limited- and any controlled
33 foreign air carrier affiliate of Virgin Atlantic Limited.

34 ~~X~~Note one: For purposes of the definition of VS or Virgin Atlantic, control by Virgin
35 Atlantic Limited (as entity A within the definition of control under **Section 1 B. 19.**) will
36 only exist over a controlled foreign air carrier affiliate (as entity B) under **Section 1 B.**
37 **19. a. 1) and 2)** if Virgin Atlantic Limited, whether directly or indirectly through the
38 control of other entities, owns securities that constitute and/or are exchangeable into,
39 exercisable for or convertible into more than 49 percent of B’s outstanding common
40 stock or voting power of all outstanding securities, as provided under **Section 1 B. 19. a.**
41 Control by Virgin Atlantic Limited (as entity A within the definition of “control” under
42 **Section 1 B. 19.**) whether directly or indirectly through the control of other entities, over
43 a controlled foreign air carrier affiliate (as entity B) also exists if one or more of the tests
44 under **Section 1 B. 19. b. - f.** is satisfied.

45 Note two: In the event the owners of Virgin Atlantic Limited form an entity or use an
46 existing entity (“Entity X”) through which they hold their investment in Virgin Atlantic

Section 2 – Definitions and Glossary

Airways Limited, then that Entity X will replace all references to Virgin Atlantic Limited in **Section 1 B. 58.**, including **Note one** thereunder and in **Section 1 R. 2. a. Note b.**, for purposes of determining whether there is a controlled foreign air carrier affiliate. For example, if there is any such substitution of Entity X for Virgin Atlantic Limited, **Section 1 B. 58.** would read: “‘VS’ or ‘Virgin Atlantic’ means Virgin Atlantic Airways Limited and any controlled foreign air carrier affiliate of Entity X.”

Note three: In the event the Company divests its equity interest in Virgin Atlantic Limited or any entity that controls, directly or indirectly, Virgin Atlantic Airways Limited, **Section 1 B. 58. Notes one and two** will be null and void and the definition of “VS” or “Virgin Atlantic” and the provisions of **Section 1 R.** will revert to the versions in effect as of the day prior to [DOS]

Note four: In the event the Company owns its equity interest in Virgin Atlantic Airways Limited directly and not indirectly through Virgin Atlantic Limited or Entity X, then Virgin Atlantic Airways Limited will replace all references to Virgin Atlantic Limited or to Entity X in **Section 1 B. 58.** and in **Section 1 R. 2. a. Note b.** If the Company thereafter again owns its equity interest in Virgin Atlantic Airways Limited indirectly through another entity (Entity Y), then Entity Y will be added to **Section 1 B. 58.** and **Section 1 R. 2. a. Note b.** as if it were Virgin Atlantic Limited in the foregoing provisions.

301. “VS JV” means the business relationship between Delta and Virgin Atlantic as embodied in the Joint Venture Agreement between Delta and Virgin Atlantic as in effect on January 1, 2014.
302. “White slip” means a request by a regular pilot to be awarded open time under **Section 23 P.**
303. “Widebody” means an aircraft type under **Section 22 A. 3. a. – fg.**
304. “Window of circadian low” (WOCL) means the period between 0200 and 0559 (pilot acclimated time).
305. “Within days-of-availability groupings” means an order of assigning open time under **Section 23 N.** or **O.** to reserve pilots based upon a comparison between each pilot’s days-of-availability and the length of the rotation.
306. “Within least disruption groupings” means an order of assigning open time to reserve pilots for whom such assignment would extend into their regular line and conflict with a rotation(s). Such pilots will be sequenced for assignment by least number of rotation days to be dropped.
307. “Within least intrusion groupings” means an order of assigning open time to reserve pilots for whom such assignment would extend into their regular line days-off, but would not extend into a rotation(s). Such pilots will be sequenced for assignment by least number of days interrupted.
308. “X-day” means a 24-hour duty-free period at a pilot’s base, on a reserve line.
309. “Year” means a calendar year.
310. “Yellow slip” means a request by a reserve pilot to:
- a. become first in sequence for assignment:
 - 1) to a specific rotation(s) (in seniority order within RUO among pilots submitting yellow slips for such assignment), or
 - 2) on a specific date(s) (in seniority order within RUO among pilots submitting yellow slips for such assignment),

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- 1 b. become first in sequence for conversion to short call at a specific time(s) and/or on a
- 2 specific date(s) under **Section 23 S. 2. c. Note two**, or
- 3 c. be awarded up to two additional on-call days.

B. Acronyms

- 7 1. “ACARS” – Automated Communication and Reporting System
- 8 2. “AE” – Advance Entitlement.
- 9 3. “AF” – Air France.
- 10 4. “AF/KL/AZ JV” – Air France/KLM/Alitalia joint venture
- 11 5. “ALPA” – Air Line Pilots Association, International
- 12 6. “ALV” - Average Line Value
- 13 7. “AME” – Aviation Medical Examiner
- 14 8. “AQP” – Advanced Qualification Program.
- 15 9. “APD” – Authorized Personal Drop or Aircrew Program Designee
- 16 10. “AS” – Alaska Airlines, Inc.
- 17 11. “ATP” – Airline Transport Pilot
- 18 12. “AZ” – Alitalia
- 19 13. “CME” – Company Medical Examiner
- 20 14. “COBRA” – Consolidated Omnibus Budget Reconciliation Act
- 21 15. “COMAT” – Company Material
- 22 16. “CROC” – Credited Reserve On-Call Day
- 23 17. “CQ” – Continuing Qualification Training
- 24 18. “CVR” – Cockpit Voice Recorder
- 25 19. “D&S Plan” – Delta Pilots Disability and Survivorship Plan
- 26 20. “DBMS” – Data Base Management System
- 27 21. “DHS” – Director of Health Services
- 28 22. “DL” – Delta
- 29 23. “DPA” – Duty Period Average
- 30 24. “DPAC” – Delta Pilots Assistance Committee
- 31 25. “DPMP” – Delta Pilots Medical Plan
- 32 26. “DPSP” – Delta Pilots’ Savings Plan
- 33 27. “EASK” – Equivalent Available Seat Kilometers
- 34 28. “FAA” – Federal Aviation Administration
- 35 29. “FAM” – Flight Advisory Message
- 36 30. “FAR” - Federal Aviation Regulation
- 37 31. “FCF” – Functional Check Flight
- 38 32. “FDP” – Flight Duty Period
- 39 33. “FICA” - Federal Insurance Contributions Act
- 40 34. “FOQA” – Flight Operations Quality Assurance
- 41 35. “FSA” – Flexible Spending Account
- 42 36. “FTD” – Flight Training Device
- 43 37. “GS” - Green Slip
- 44 38. “GSWC” - Green Slip With Conflict
- 45 39. “HA” – Hawaiian Airlines, Inc.
- 46 40. “HMO” - Health Maintenance Organization

Section 2 – Definitions and Glossary

- 1 41. “IA” – Inverse Assignment
- 2 42. “IAWC” – Inverse Assignment With Conflict
- 3 43. “IFOT” – International Flying Optimization Team
- 4 44. “IOE” – Initial Operating Experience
- 5 45. “IROPS” – Irregular Operations
- 6 46. “IRS” – Internal Revenue Service
- 7 47. “KL” or “KLM” – Koninklijke Luchtvaart Maatschappij N.V.
- 8 48. ~~“JSA” – Jump Seat Authority~~
- 9 “LCA” – Line Check Airman
- 10 49. “LCP” – Line Check Pilot
- 11 50. “LCW” – Line Construction Window
- 12 51. “LOE” – Line Operational Evaluation
- 13 52. “LTD” - Long Term Disability
- 14 53. “LVP” – Line Validation Pilot
- 15 54. “MD” – Mandatory Displacement
- 16 55. “MEC” – Master Executive Council
- 17 56. “MED” – Malaria endemic destination
- 18 57. “MLOA” – Military Leave of Absence
- 19 58. “MPPP” - Delta Pilots Money Purchase Pension Plan
- 20 59. “MRO” - Medical Review Officer
- 21 60. “NME” - Neutral Medical Examiner
- 22 61. “NSLI” – Non-Seniority List Instructor
- 23 62. “NTSB” – National Transportation Safety Board
- 24 63. “OE” - Operating Experience
- 25 64. “OSS” – Operations Support System
- 26 65. “PBS” - Preferential Bidding System
- 27 66. “PC” – Proficiency Check
- 28 67. “PCP” – Proficiency Check Pilot
- 29 68. “PCS” – Pilot Change Schedule
- 30 69. “PD” – Personal Drop
- 31 70. “PDS” – Personal Drop Sick
- 32 71. “PME” – Pilot Medical Examiner
- 33 72. “PMX” - Plan Medical Examiner
- 34 73. “PS” – Positive Space
- 35 74. “PTIX” – Pre-Tax Income
- 36 75. “PWA” – Pilot Working Agreement
- 37 76. “QCQ” – Quarterly Continuing Qualification Training
- 38 77. “QHCP” – Qualified Health Care Professional
- 39 78. “QPD” – Qualified Personal Drop
- 40 79. “RAW” – Reserve Assignment Weighting
- 41 80. “RLL” – Reduced Lower Limit
- 42 81. “RUO” – Reserve Utilization Order
- 43 82. “SAQ” - Special Airport Qualification
- 44 83. “SLI” – Seniority List Instructor
- 45 84. “SPC” – Strategic Planning Committee
- 46 85. “SVP” – Senior Vice President

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- 1 [86. “TQ” – Theater Qualifications](#)
- 2 87. “TLV” - Targeted Line Value
- 3 [88. “VA” – Virgin Australia](#)
- 4 [89. “VS” – Virgin Atlantic](#)
- 5 90. “VD” – Voluntary Displacement
- 6 91. “VF” – Verification Flight
- 7 92. “VPN” – Virtual Private Network
- 8 93. “VRU” – Voice Response Unit
- 9 94. “WOCL” – Window of Circadian Low
- 10 95. “XCM” – Extra Crew Member

1 SECTION 3

2
3 COMPENSATION

4
5 A. Definitions

- 6
7 1. “Annual compensation” for purposes of the profit sharing plan, means an
8 employee’s gross earnings during the profit sharing plan year, including any sick
9 and vacation pay (whether paid by the Company or from a disability and survivor
10 trust), but excluding: a) expense reimbursements, b) expense allowances, c)
11 income required to be imputed to the employee for any reason pursuant to federal,
12 state or local law, d) profit sharing awards, e) earnings from any other incentive
13 compensation program, f) Company contributions to a retirement plan, g)
14 disability payments, h) income from the grant, vesting, exercise or sale of Delta
15 stock or Delta stock options, i) income relating to, or resulting from, bankruptcy
16 claims, notes, or other securities, j) medical plan payments and k) severance
17 payments. In addition, annual compensation for the purposes of the profit sharing
18 plan includes pilot furlough pay.
- 19 2. “Block time” means the time beginning when an aircraft first moves for the
20 purpose of flight or repositioning and ending when the aircraft comes to a stop at
21 the next destination or at the point of departure.
- 22 3. “Composite hourly rate” means the basic hourly rate of pay set forth in the pay
23 tables of **Section 3** for each aircraft model, status and longevity step, computed
24 with the traditional factors of speed, mileage, and gross weight taken into account.
- 25 4. “Domestic operation” means a flight segment to and from an airport, or between
26 airports, located inside the contiguous 48 states of the United States, or a flight
27 segment between an airport located in the Mainland United States and either
28 Alaska or Canada.
- 29 5. “Entry level pilot” means a pilot who has not completed his initial OE at the
30 Company.
- 31 6. “Flight time” means:
32 a. actual block time on a functional check flight and a verification flight
33 segment(s), and
34 b. for all other flying, the greater of actual or scheduled block time on a flight
35 segment(s).
- 36 7. “International operation” means a flight segment to or from an airport, or between
37 airports, located outside the contiguous 48 states of the United States.
38 Exception: A flight segment between an airport located in the Mainland United
39 States and either Canada or Alaska will not be considered an international
40 operation.
- 41 8. “International pay” means an hourly pay premium paid to a pilot for flight time
42 flown in an international operation.
43

Section 3 - Compensation

- 1 9. "Longevity" means all time beginning at date of employment as a pilot, and
2 ending at termination of employment as a pilot, retirement as a pilot, or death.
3 Exception one: For purposes of vacation, sick leave, and pass benefits, the
4 longevity of a pilot who transferred from another Company department will begin
5 on his most recent date of employment with the Company.
6 Exception two: Longevity (including vacation and sick leave) does not include
7 periods during which a pilot remains on furlough due to his decision to bypass
8 recall.
9 Exception three: On October 30, 2008, a former NWA pilot will receive
10 longevity credit as it existed at Northwest immediately prior to October 30, 2008
11 in addition to longevity credit for any periods of furlough that occurred on or after
12 July 31, 1992 (excluding any periods of furlough bypass) and up to 90 days of
13 credit for the difference in points of time between when he was hired as a pilot
14 and when a pilot in his new-hire class first completed an initial OE.
- 15 10. "Pre-tax income" (PTIX) means, for any calendar year, the Company's
16 consolidated pre-tax income calculated in accordance with Generally Accepted
17 Accounting Principles in the United States and as reported in the Company's
18 public securities filings but excluding:
19 a. all asset write downs related to long term assets,
20 b. gains or losses with respect to employee equity securities,
21 c. gains or losses with respect to extraordinary, one-time or non-recurring events-
22 ~~(including without limitation one-time transition or integration costs incurred~~
23 ~~in connection with the merger of the Company and Northwest Airlines~~
24 ~~Corporation during the two year period following the merger), and~~
25 d. expense accrued with respect to the profit sharing plan.

Section 3 - Compensation

B. Pay Tables

1. A pilot will be paid for flight time in accordance with the composite hourly rates set forth in the pay tables of **Section 3 B. 2.**
2. a. Effective January 1, 2016, composite hourly pay rates will be as follows:

1

Captain	12	11	10	9	8	7	6	5	4	3	2	1
B-747-400	320.71	318.29	315.89	313.50	311.10	308.71	306.30	303.91	301.49	299.09	296.65	294.27
B-777	320.71	318.29	315.89	313.50	311.10	308.71	306.30	303.91	301.49	299.09	296.65	294.27
A-350	320.71	318.29	315.89	313.50	311.10	308.71	306.30	303.91	301.49	299.09	296.65	294.27
B-787	307.24	304.92	302.59	300.27	297.96	295.61	293.31	290.98	288.65	286.34	284.01	281.69
A-330-900	307.24	304.92	302.59	300.27	297.96	295.61	293.31	290.98	288.65	286.34	284.01	281.69
A-330-300/200	302.94	300.68	298.40	296.13	293.87	291.58	289.30	287.02	284.78	282.49	280.23	277.97
B-767-400ER	302.94	300.68	298.40	296.13	293.87	291.58	289.30	287.02	284.78	282.49	280.23	277.97
B-767-300ER	268.45	265.70	262.87	260.08	258.24	256.13	254.24	252.27	250.15	248.14	246.14	244.07
B-767-300/200	268.45	265.70	262.87	260.08	258.24	256.13	254.24	252.27	250.15	248.14	246.14	244.07
B-757	268.45	265.70	262.87	260.08	258.24	256.13	254.24	252.27	250.15	248.14	246.14	244.07
B-737-900	258.76	256.77	254.77	252.89	250.88	248.94	247.00	245.04	243.07	241.11	239.23	237.37
A-321	258.76	256.77	254.77	252.89	250.88	248.94	247.00	245.04	243.07	241.11	239.23	237.37
B-737-800/700	257.42	255.51	253.56	251.66	249.71	247.78	245.86	243.94	241.99	240.04	238.17	236.33
A-320/319	248.39	246.50	244.61	242.73	240.87	239.00	237.14	235.24	233.36	231.49	229.63	227.75
MD-90/88	243.94	241.25	238.60	235.89	234.12	232.14	230.25	228.40	226.32	224.42	222.47	220.45
CS-300	243.94	241.25	238.60	235.89	234.12	232.14	230.25	228.40	226.32	224.42	222.47	220.45
CS-100	238.22	235.59	233.00	230.36	228.63	226.70	224.85	223.04	221.01	219.16	217.25	215.28
B-717	231.63	229.96	228.18	226.41	224.68	222.93	221.24	219.44	217.76	216.01	214.25	212.68
EMB-195	194.48	193.05	191.55	190.09	188.62	187.16	185.73	184.23	182.84	181.34	179.86	178.53
EMB-190/CRJ-900	165.46	164.23	162.97	161.71	160.48	159.22	157.99	156.73	155.54	154.30	153.03	151.89

2

Section 3 - Compensation

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2

a. January 1, 2016 composite hourly pay rates (continued)

First Officer	12	11	10	9	8	7	6	5	4	3	2	1
B-747-400	219.07	217.08	215.15	212.26	209.98	205.27	199.72	194.78	190.24	185.74	158.73	83.21
B-777	219.07	217.08	215.15	212.26	209.98	205.27	199.72	194.78	190.24	185.74	158.73	83.21
A-350	219.07	217.08	215.15	212.26	209.98	205.27	199.72	194.78	190.24	185.74	158.73	83.21
B-787	209.85	207.96	206.06	203.28	201.11	196.58	191.23	186.51	182.13	177.80	151.94	83.21
A-330-900	209.85	207.96	206.06	203.28	201.11	196.58	191.23	186.51	182.13	177.80	151.94	83.21
A-330-300/200	206.91	205.06	203.20	200.46	198.37	193.89	188.61	183.99	179.68	175.44	149.91	83.21
B-767-400ER	206.91	205.06	203.20	200.46	198.37	193.89	188.61	183.99	179.68	175.44	149.91	83.21
B-767-300ER	183.35	181.21	179.02	176.10	174.32	170.33	165.77	161.71	157.84	154.10	131.68	83.21
B-767-300/200	183.35	181.21	179.02	176.10	174.32	170.33	165.77	161.71	157.84	154.10	131.68	83.21
B-757	183.35	181.21	179.02	176.10	174.32	170.33	165.77	161.71	157.84	154.10	131.68	83.21
B-737-900	176.74	175.11	173.52	171.19	169.37	165.54	161.05	157.06	153.36	149.74	127.97	83.21
A-321	176.74	175.11	173.52	171.19	169.37	165.54	161.05	157.06	153.36	149.74	127.97	83.21
B-737-800/700	175.82	174.26	172.66	170.37	168.56	164.76	160.29	156.37	152.70	149.07	127.43	83.21
A-320/319	169.66	168.13	166.59	164.35	162.59	158.93	154.60	150.79	147.24	143.77	122.85	83.21
MD-90/88	166.62	164.54	162.46	159.72	158.03	154.39	150.13	146.39	142.82	139.36	119.03	83.21
CS-300	166.62	164.54	162.46	159.72	158.03	154.39	150.13	146.39	142.82	139.36	119.03	83.21
CS-100	162.71	160.68	158.65	155.97	154.32	150.77	146.61	142.96	139.47	136.09	116.24	83.21
B-717	158.19	156.86	155.39	153.28	151.67	148.24	144.24	140.64	137.40	134.14	114.61	83.21
EMB-195	132.84	131.66	130.45	128.69	127.33	124.45	121.10	118.11	115.36	112.61	96.24	83.21
EMB-190/CRJ-900	112.99	112.02	110.97	109.48	108.32	105.88	103.01	100.48	98.14	95.80	83.21	83.21

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1 b. Effective January 1, 2017, composite hourly pay rates will be as follows:

2

Captain	12	11	10	9	8	7	6	5	4	3	2	1
B-747-400	330.33	327.84	325.37	322.91	320.43	317.97	315.49	313.03	310.53	308.06	305.55	303.10
B-777	330.33	327.84	325.37	322.91	320.43	317.97	315.49	313.03	310.53	308.06	305.55	303.10
A-350	330.33	327.84	325.37	322.91	320.43	317.97	315.49	313.03	310.53	308.06	305.55	303.10
B-787	316.46	314.07	311.67	309.28	306.90	304.48	302.11	299.71	297.31	294.93	292.53	290.14
A-330-900	316.46	314.07	311.67	309.28	306.90	304.48	302.11	299.71	297.31	294.93	292.53	290.14
A-330-300/200	312.03	309.70	307.35	305.01	302.69	300.33	297.98	295.63	293.32	290.96	288.64	286.31
B-767-400ER	312.03	309.70	307.35	305.01	302.69	300.33	297.98	295.63	293.32	290.96	288.64	286.31
B-767-300ER	276.50	273.67	270.76	267.88	265.99	263.81	261.87	259.84	257.65	255.58	253.52	251.39
B-767-300/200	276.50	273.67	270.76	267.88	265.99	263.81	261.87	259.84	257.65	255.58	253.52	251.39
B-757	276.50	273.67	270.76	267.88	265.99	263.81	261.87	259.84	257.65	255.58	253.52	251.39
B-737-900	266.52	264.47	262.41	260.48	258.41	256.41	254.41	252.39	250.36	248.34	246.41	244.49
A-321	266.52	264.47	262.41	260.48	258.41	256.41	254.41	252.39	250.36	248.34	246.41	244.49
B-737-800/700	265.14	263.18	261.17	259.21	257.20	255.21	253.24	251.26	249.25	247.24	245.32	243.42
A-320/319	255.84	253.90	251.95	250.01	248.10	246.17	244.25	242.30	240.36	238.43	236.52	234.58
MD-90/88	251.26	248.49	245.76	242.97	241.14	239.10	237.16	235.25	233.11	231.15	229.14	227.06
CS-300	251.26	248.49	245.76	242.97	241.14	239.10	237.16	235.25	233.11	231.15	229.14	227.06
CS-100	245.37	242.66	239.99	237.27	235.49	233.50	231.60	229.74	227.64	225.73	223.77	221.74
B-717	238.58	236.86	235.03	233.20	231.42	229.62	227.88	226.02	224.29	222.49	220.68	219.06
EMB-195	200.31	198.84	197.30	195.79	194.28	192.77	191.30	189.76	188.33	186.78	185.26	183.89
EMB-190/CRJ-900	170.42	169.16	167.86	166.56	165.29	164.00	162.73	161.43	160.21	158.93	157.62	156.45

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Section 3 - Compensation

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b. January 1, 2017 composite hourly pay rates (continued)

First Officer	12	11	10	9	8	7	6	5	4	3	2	1
B-747-400	225.64	223.59	221.60	218.63	216.28	211.43	205.71	200.62	195.95	191.31	163.49	85.71
B-777	225.64	223.59	221.60	218.63	216.28	211.43	205.71	200.62	195.95	191.31	163.49	85.71
A-350	225.64	223.59	221.60	218.63	216.28	211.43	205.71	200.62	195.95	191.31	163.49	85.71
B-787	216.15	214.20	212.24	209.38	207.14	202.48	196.97	192.11	187.59	183.13	156.50	85.71
A-330-900	216.15	214.20	212.24	209.38	207.14	202.48	196.97	192.11	187.59	183.13	156.50	85.71
A-330-300/200	213.12	211.21	209.30	206.47	204.32	199.71	194.27	189.51	185.07	180.70	154.41	85.71
B-767-400ER	213.12	211.21	209.30	206.47	204.32	199.71	194.27	189.51	185.07	180.70	154.41	85.71
B-767-300ER	188.85	186.65	184.39	181.38	179.55	175.44	170.74	166.56	162.58	158.72	135.63	85.71
B-767-300/200	188.85	186.65	184.39	181.38	179.55	175.44	170.74	166.56	162.58	158.72	135.63	85.71
B-757	188.85	186.65	184.39	181.38	179.55	175.44	170.74	166.56	162.58	158.72	135.63	85.71
B-737-900	182.04	180.36	178.73	176.33	174.45	170.51	165.88	161.77	157.96	154.23	131.81	85.71
A-321	182.04	180.36	178.73	176.33	174.45	170.51	165.88	161.77	157.96	154.23	131.81	85.71
B-737-800/700	181.09	179.49	177.84	175.48	173.62	169.70	165.10	161.06	157.28	153.54	131.25	85.71
A-320/319	174.75	173.17	171.59	169.28	167.47	163.70	159.24	155.31	151.66	148.08	126.54	85.71
MD-90/88	171.62	169.48	167.33	164.51	162.77	159.02	154.63	150.78	147.10	143.54	122.60	85.71
CS-300	171.62	169.48	167.33	164.51	162.77	159.02	154.63	150.78	147.10	143.54	122.60	85.71
CS-100	167.59	165.50	163.41	160.65	158.95	155.29	151.01	147.25	143.65	140.17	119.73	85.71
B-717	162.94	161.57	160.05	157.88	156.22	152.69	148.57	144.86	141.52	138.16	118.05	85.71
EMB-195	136.83	135.61	134.36	132.55	131.15	128.18	124.73	121.65	118.82	115.99	99.13	85.71
EMB-190/CRJ-900	116.38	115.38	114.30	112.76	111.57	109.06	106.10	103.49	101.08	98.67	85.71	85.71

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c. Effective January 1, 2018, composite hourly pay rates will be as follows:

Captain	12	11	10	9	8	7	6	5	4	3	2	1
B-747-400	340.24	337.68	335.13	332.60	330.04	327.51	324.95	322.42	319.85	317.30	314.72	312.19
B-777	340.24	337.68	335.13	332.60	330.04	327.51	324.95	322.42	319.85	317.30	314.72	312.19
A-350	340.24	337.68	335.13	332.60	330.04	327.51	324.95	322.42	319.85	317.30	314.72	312.19
B-787	325.95	323.49	321.02	318.56	316.11	313.61	311.17	308.70	306.23	303.78	301.31	298.84
A-330-900	325.95	323.49	321.02	318.56	316.11	313.61	311.17	308.70	306.23	303.78	301.31	298.84
A-330-300/200	321.39	318.99	316.57	314.16	311.77	309.34	306.92	304.50	302.12	299.69	297.30	294.90
B-767-400ER	321.39	318.99	316.57	314.16	311.77	309.34	306.92	304.50	302.12	299.69	297.30	294.90
B-767-300ER	284.80	281.88	278.88	275.92	273.97	271.72	269.73	267.64	265.38	263.25	261.13	258.93
B-767-300/200	284.80	281.88	278.88	275.92	273.97	271.72	269.73	267.64	265.38	263.25	261.13	258.93
B-757	284.80	281.88	278.88	275.92	273.97	271.72	269.73	267.64	265.38	263.25	261.13	258.93
B-737-900	274.52	272.40	270.28	268.29	266.16	264.10	262.04	259.96	257.87	255.79	253.80	251.82
A-321	274.52	272.40	270.28	268.29	266.16	264.10	262.04	259.96	257.87	255.79	253.80	251.82
B-737-800/700	273.09	271.08	269.01	266.99	264.92	262.87	260.84	258.80	256.73	254.66	252.68	250.72
A-320/319	263.52	261.52	259.51	257.51	255.54	253.56	251.58	249.57	247.57	245.58	243.62	241.62
MD-90/88	258.80	255.94	253.13	250.26	248.37	246.27	244.27	242.31	240.10	238.08	236.01	233.87
CS-300	258.80	255.94	253.13	250.26	248.37	246.27	244.27	242.31	240.10	238.08	236.01	233.87
CS-100	252.73	249.94	247.19	244.39	242.55	240.51	238.55	236.63	234.47	232.50	230.48	228.39
B-717	245.74	243.97	242.08	240.20	238.36	236.51	234.72	232.80	231.02	229.16	227.30	225.63
EMB-195	206.32	204.81	203.22	201.66	200.11	198.55	197.04	195.45	193.98	192.38	190.82	189.41
EMB-190/CRJ-900	175.53	174.23	172.90	171.56	170.25	168.92	167.61	166.27	165.02	163.70	162.35	161.14

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4

Section 3 - Compensation

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c. January 1, 2018 composite hourly pay rates (continued)

First Officer	12	11	10	9	8	7	6	5	4	3	2	1
B-747-400	232.41	230.30	228.25	225.19	222.77	217.77	211.88	206.64	201.83	197.05	168.39	88.28
B-777	232.41	230.30	228.25	225.19	222.77	217.77	211.88	206.64	201.83	197.05	168.39	88.28
A-350	232.41	230.30	228.25	225.19	222.77	217.77	211.88	206.64	201.83	197.05	168.39	88.28
B-787	222.63	220.63	218.61	215.66	213.35	208.55	202.88	197.87	193.22	188.62	161.20	88.28
A-330-900	222.63	220.63	218.61	215.66	213.35	208.55	202.88	197.87	193.22	188.62	161.20	88.28
A-330-300/200	219.51	217.55	215.58	212.66	210.45	205.70	200.10	195.20	190.62	186.12	159.04	88.28
B-767-400ER	219.51	217.55	215.58	212.66	210.45	205.70	200.10	195.20	190.62	186.12	159.04	88.28
B-767-300ER	194.52	192.25	189.92	186.82	184.94	180.70	175.86	171.56	167.46	163.48	139.70	88.28
B-767-300/200	194.52	192.25	189.92	186.82	184.94	180.70	175.86	171.56	167.46	163.48	139.70	88.28
B-757	194.52	192.25	189.92	186.82	184.94	180.70	175.86	171.56	167.46	163.48	139.70	88.28
B-737-900	187.50	185.77	184.09	181.62	179.68	175.63	170.86	166.62	162.70	158.86	135.76	88.28
A-321	187.50	185.77	184.09	181.62	179.68	175.63	170.86	166.62	162.70	158.86	135.76	88.28
B-737-800/700	186.52	184.87	183.18	180.74	178.83	174.79	170.05	165.89	162.00	158.15	135.19	88.28
A-320/319	179.99	178.37	176.74	174.36	172.49	168.61	164.02	159.97	156.21	152.52	130.34	88.28
MD-90/88	176.77	174.56	172.35	169.45	167.65	163.79	159.27	155.30	151.51	147.85	126.28	88.28
CS-300	176.77	174.56	172.35	169.45	167.65	163.79	159.27	155.30	151.51	147.85	126.28	88.28
CS-100	172.62	170.47	168.31	165.47	163.72	159.95	155.54	151.67	147.96	144.38	123.32	88.28
B-717	167.83	166.42	164.85	162.62	160.91	157.27	153.03	149.21	145.77	142.30	121.59	88.28
EMB-195	140.93	139.68	138.39	136.53	135.08	132.03	128.47	125.30	122.38	119.47	102.10	88.28
EMB-190/CRJ-900	119.87	118.84	117.73	116.14	114.92	112.33	109.28	106.59	104.11	101.63	88.28	88.28

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2

d. Effective January 1, 2019, composite hourly pay rates will be as follows:

Captain	12	11	10	9	8	7	6	5	4	3	2	1
B-747-400	353.85	351.19	348.54	345.90	343.24	340.61	337.95	335.32	332.64	329.99	327.31	324.68
B-777	353.85	351.19	348.54	345.90	343.24	340.61	337.95	335.32	332.64	329.99	327.31	324.68
A-350	353.85	351.19	348.54	345.90	343.24	340.61	337.95	335.32	332.64	329.99	327.31	324.68
B-787	338.99	336.43	333.86	331.30	328.75	326.15	323.62	321.05	318.48	315.93	313.36	310.79
A-330-900	338.99	336.43	333.86	331.30	328.75	326.15	323.62	321.05	318.48	315.93	313.36	310.79
A-330-300/200	334.25	331.75	329.23	326.73	324.24	321.71	319.20	316.68	314.20	311.68	309.19	306.70
B-767-400ER	334.25	331.75	329.23	326.73	324.24	321.71	319.20	316.68	314.20	311.68	309.19	306.70
B-767-300ER	296.19	293.16	290.04	286.96	284.93	282.59	280.52	278.35	276.00	273.78	271.58	269.29
B-767-300/200	296.19	293.16	290.04	286.96	284.93	282.59	280.52	278.35	276.00	273.78	271.58	269.29
B-757	296.19	293.16	290.04	286.96	284.93	282.59	280.52	278.35	276.00	273.78	271.58	269.29
B-737-900	285.50	283.30	281.09	279.02	276.81	274.66	272.52	270.36	268.18	266.02	263.95	261.89
A-321	285.50	283.30	281.09	279.02	276.81	274.66	272.52	270.36	268.18	266.02	263.95	261.89
B-737-800/700	284.01	281.92	279.77	277.67	275.52	273.38	271.27	269.15	267.00	264.85	262.79	260.75
A-320/319	274.06	271.98	269.89	267.81	265.76	263.70	261.64	259.55	257.47	255.40	253.36	251.28
MD-90/88	269.15	266.18	263.26	260.27	258.30	256.12	254.04	252.00	249.70	247.60	245.45	243.22
CS-300	269.15	266.18	263.26	260.27	258.30	256.12	254.04	252.00	249.70	247.60	245.45	243.22
CS-100	262.84	259.94	257.08	254.17	252.25	250.13	248.09	246.10	243.85	241.80	239.70	237.53
B-717	255.57	253.73	251.76	249.81	247.89	245.97	244.11	242.11	240.26	238.33	236.39	234.66
EMB-195	214.57	213.00	211.35	209.73	208.11	206.49	204.92	203.27	201.74	200.08	198.45	196.99
EMB-190/CRJ-900	182.55	181.20	179.82	178.42	177.06	175.68	174.31	172.92	171.62	170.25	168.84	167.59

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Section 3 - Compensation

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d. January 1, 2019 composite hourly pay rates (continued)

First Officer	12	11	10	9	8	7	6	5	4	3	2	1
B-747-400	241.71	239.51	237.38	234.20	231.68	226.48	220.36	214.91	209.90	204.93	175.13	91.81
B-777	241.71	239.51	237.38	234.20	231.68	226.48	220.36	214.91	209.90	204.93	175.13	91.81
A-350	241.71	239.51	237.38	234.20	231.68	226.48	220.36	214.91	209.90	204.93	175.13	91.81
B-787	231.54	229.46	227.35	224.29	221.88	216.89	211.00	205.78	200.95	196.16	167.65	91.81
A-330-900	231.54	229.46	227.35	224.29	221.88	216.89	211.00	205.78	200.95	196.16	167.65	91.81
A-330-300/200	228.29	226.25	224.20	221.17	218.87	213.93	208.10	203.01	198.24	193.56	165.40	91.81
B-767-400ER	228.29	226.25	224.20	221.17	218.87	213.93	208.10	203.01	198.24	193.56	165.40	91.81
B-767-300ER	202.30	199.94	197.52	194.29	192.34	187.93	182.89	178.42	174.16	170.02	145.29	91.81
B-767-300/200	202.30	199.94	197.52	194.29	192.34	187.93	182.89	178.42	174.16	170.02	145.29	91.81
B-757	202.30	199.94	197.52	194.29	192.34	187.93	182.89	178.42	174.16	170.02	145.29	91.81
B-737-900	195.00	193.20	191.45	188.88	186.87	182.66	177.69	173.28	169.21	165.21	141.19	91.81
A-321	195.00	193.20	191.45	188.88	186.87	182.66	177.69	173.28	169.21	165.21	141.19	91.81
B-737-800/700	193.98	192.26	190.51	187.97	185.98	181.78	176.85	172.53	168.48	164.48	140.60	91.81
A-320/319	187.19	185.50	183.81	181.33	179.39	175.35	170.58	166.37	162.46	158.62	135.55	91.81
MD-90/88	183.84	181.54	179.24	176.23	174.36	170.34	165.64	161.51	157.57	153.76	131.33	91.81
CS-300	183.84	181.54	179.24	176.23	174.36	170.34	165.64	161.51	157.57	153.76	131.33	91.81
CS-100	179.52	177.29	175.04	172.09	170.27	166.35	161.76	157.74	153.88	150.16	128.25	91.81
B-717	174.54	173.08	171.44	169.12	167.35	163.56	159.15	155.18	151.60	147.99	126.45	91.81
EMB-195	146.57	145.27	143.93	141.99	140.48	137.31	133.61	130.31	127.28	124.25	106.18	91.81
EMB-190/CRJ-900	124.66	123.59	122.44	120.79	119.52	116.82	113.65	110.85	108.27	105.70	91.81	91.81

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Note: An A-321 NEO aircraft model will be considered a new aircraft model for purposes of the *Section 3 B. 2.* pay tables and *Section 3 E.*

Section 3 - Compensation

- 1 3. A regular pilot who flies an aircraft model other than that shown on his line will have his
2 pay computed at the rate of the aircraft model flown.
- 3 4. If, during any consecutive rolling 18-month period, the Company grants an across-the-
4 board increase in base pay rates to non-pilot U.S.-based workgroups covering 30% or
5 more of its non-pilot U.S.-based workforce, then a review of pilot ~~composite effective~~
6 hourly rates will be triggered- (see Section 3 B. 4. Note one). If, as a result of that
7 review, it is determined that, as of the date the review was triggered, the Delta top-of-
8 scale 757 Captain ~~composite effective~~ hourly rate is less than 100% of the average of the
9 top-of-scale 757 Captain effective hourly domestic ~~day~~-rates at United and American, the
10 pilot ~~composite effective~~ hourly rates will be increased (except as provided in **Section 3**
11 **B. 4. Note three**). The amount of increase will be the lesser of the percentage difference
12 between the Delta top-of-scale 757 Captain ~~composite effective~~ hourly rate and 100% of
13 the top-of-scale average 757 Captain effective hourly domestic day rates at United and
14 American, or the average percentage increase (except as provided in **Section 3 B. 4. Note**
15 **three**) granted to the non-pilot U.S.-based workgroups of the Company. Any percentage
16 increase due the pilots will be effective as of the date of the increase that triggered the
17 review.

18 Note one: The effective pilot hourly rates at American, Delta, and United will be the
19 hourly rate in effect at each respective carrier at the time the review is triggered,
20 increased by the percent of pay received under the profit sharing plan for the preceding
21 profit sharing plan year, at each respective carrier. For example, if a review is triggered
22 on April 1 and the payouts for the preceding profit sharing plan years were 5% of a
23 pilot's pay for that year at American, 15% at Delta, and 10% at United, the effective pilot
24 hourly rates at each respective carrier will be the hourly rate then in effect at American
25 multiplied by 1.05, the hourly rate then in effect at Delta multiplied by 1.15, and the
26 hourly rate then in effect at United multiplied by 1.1.

27 Exception: For purposes of Section 3 B. 4. Note one, the percent of pay, if any,
28 received by American or United pilots under a profit sharing plan will not exceed the
29 percent of pay received by Delta pilots for profit sharing in the most recently completed
30 plan year. For example, if United pilots received 10% of pay in profit sharing and
31 Delta pilots received 8% of pay in profit sharing, for purposes of a Section 3 B. 4.
32 review, the United top-of-scale Captain 757 hourly rate would be multiplied by 1.08.

33 Note two: The Company will provide the Association with its calculation of any review
34 triggered under Section 3 B. 4. The parties agree to meet and confer to address any
35 issues raised by the calculation of top-of-scale 757 Captain effective hourly rates at
36 United and American.

37 Note three: Base pay rates for non-pilot U.S. – based workgroups will only be
38 considered to have increased to the extent they exceed the rates in effect on July 1,
39 2012, [DOS]. Should an increase for non-pilot U.S.-based workgroups exceed the base
40 pay rates in effect on July 1, 2012, [DOS], then only the percentage by which such an
41 increase exceeds the applicable July 1, 2012, [DOS], base pay rates will be considered in
42 the calculation of the percentage increase that may be applied to pilot composite hourly
43 rates.

- 44 ~~5. If, in any calendar year, the Company awards a bonus or lump sum payment other than a~~
45 ~~base pay rate increase (and other than a payment pursuant to the Company profit sharing~~
46 ~~plan and/or the performance incentive plan, and/or an equity grant or issuance or other~~

Section 3 - Compensation

1 ~~consideration specified in the Plan of Reorganization) to U.S.-based non-pilot~~
2 ~~workgroups covering 30% or more of its non-pilot U.S.-based workforce, then the pilots~~
3 ~~will receive a bonus or lump sum payment equal to the highest across the board bonus or~~
4 ~~lump sum payment granted to any major non-pilot work group (i.e., reservation agents,~~
5 ~~flight attendants, AMTs, ACS agents). For example, if AMTs receive a \$500 bonus and~~
6 ~~Customer Service Agents receive a \$300 bonus, then the pilots would receive the \$500~~
7 ~~bonus.~~

8 ~~Note: This provision will terminate on December 31, 2015.~~

9 ~~Exception: Each year, the bonus or lump sum due a pilot under this provision will be~~
10 ~~decreased by the annual hourly pay received by the pilot attributable to the increase in~~
11 ~~composite hourly pay rates set forth in **Section 3 B.** For example, if a pilot is otherwise~~
12 ~~entitled to a \$2,000 bonus under this provision for 2008 and he received a 2.0% increase~~
13 ~~in composite hourly pay rates in 2008 that equaled \$1600 in annual earnings, he would~~
14 ~~receive \$2,000 minus \$1,600 or \$400.~~

16 C. International Pay

17 International pay is:

18 Captain	\$6.50
19 First Officer	\$4.50

22 D. Entry Level Pilot Pay

23 An entry level pilot will be paid at the monthly rate of:

- 24 1. ~~\$3,377.964,614.37~~ effective ~~July~~January 1, ~~2012~~2016.
- 25 2. ~~\$3,665.094,752.80~~ effective January 1, ~~2013~~2017.
- 26 3. ~~\$3,775.044,895.38~~ effective January 1, ~~2014~~2018.
- 27 4. ~~\$3,888.295,091.20~~ effective January 1, ~~2015.~~
- 28 5. ~~\$3,909.70~~ effective ~~April 1, 2015.~~
- 29 6. ~~\$3,910.48~~ effective ~~December 1, 2015~~2019.

32 E. New Aircraft Models

- 33 1. The Company will give the Association notice of its intention to introduce a new aircraft
34 model at least six months prior to the projected scheduled revenue service date, or within
35 30 days after entering into the contract for procurement of the new aircraft model,
36 whichever is later in time. (A new aircraft model is an aircraft model for which no
37 composite hourly pay rate exists in the pay tables set forth in **Section 3 B.**)
- 38 2. The parties will meet within 15 days following written request by either party to negotiate
39 an agreement setting forth the rates of pay and work rules for such new aircraft model.
- 40 3. If such negotiations do not result in agreement executed within 90 days from the date of
41 the parties first meeting, either party may submit the dispute to expedited final and
42 binding interest arbitration before a Five Member System Board of Adjustment under
43 **Section 19**. The award of the Five Member System Board of Adjustment must be
44 rendered within 60 days following submission of the dispute unless the parties agree
45 otherwise.
46

Section 3 - Compensation

- 1 4. In reaching its determination the Five Member System Board of Adjustment will give
2 controlling weight to the mission, rates of pay and work rules applicable to the most
3 closely comparable aircraft models, in terms of speed, passenger capacity, range, fuel
4 economy, and gross weight, at the Company and at the three other largest domestic air
5 carriers (measured in ASMs by aircraft types other than permitted aircraft types as
6 defined in ***Section 1 B. 4647.***)
- 7 5. During this process (until implementation of an executed agreement or of the Five
8 Member System Board award), the Company will establish rates of pay and work rules
9 (including any unique transition requirements and aircraft type classification) for affected
10 pilots training for and flying such aircraft, that in its judgment are consistent with the
11 criteria of ***Section 3 E. 4.***
- 12 6. Pilots will undergo training for and fly such new aircraft model in the Company's
13 scheduled and non-scheduled operation without regard to the length of time required to
14 complete this process.
- 15 7. The initial rates of pay agreed to by the parties or established by the Five Member System
16 Board of Adjustment for such new aircraft model will be effective as of the date of the
17 first conversion into the category (if the aircraft model is determined to be a new aircraft
18 type) or as of its actual revenue service date (if the aircraft model is determined to be part
19 of an existing aircraft type).

20 21 F. Date of Rotation

22
23 For pay and credit purposes, the date on which a pilot is scheduled to depart (block-out) on
24 the first flight segment of a rotation will be considered the date on which the rotation was
25 flown.

26 27 G. Monthly Pay

28
29 A pilot will receive his earnings for a bid period in the form of two semi-monthly payroll
30 checks:

- 31 1. An end-of-month (EOM) partial payment on the last business day of the corresponding
32 calendar month in the amount of one-half of the reserve guarantee at his composite
33 hourly pay rate as of the date of the payment, and
 - 34 2. A consolidation payment on the last business day prior to the 16th of the following
35 calendar month for the difference between his total earnings for the bid period and the
36 amount of his EOM partial payment, if applicable.
- 37

Section 3 - Compensation

1 H. Monthly Incentive Program

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3

Pilot participation in the Monthly Incentive Program in accordance with the following:

4

Monthly Incentive Program	
Eligibility	Pilot and non-pilot employees of Delta generally, excluding officers and directors
Maximum Potential Payout	\$100 cash per month per eligible employee
Award Measurement Criteria	Operational Excellence and Overall Customer Satisfaction
Method of Payout Calculation	Payout will be based on: 1. On-Time Performance 2. Baggage Handling; and 3. Completion Factor
Timing of Payment	Earned monthly
Pensionable	Yes

5

6

Section 3 - Compensation

1 I. Profit Sharing Plan

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Provide Profit Sharing in accordance with the following:

<u>Delta Air Lines, Inc. Annual Profit Sharing Plan</u>		
Eligibility	Pilot and non-pilot employees of the Company generally, except for <u>employees eligible for the Delta Air Lines, Inc. Annual Profit Sharing Plan for Ground and Flight Attendant Employees, and</u> management employees covered by incentive compensation plans	
<u>Pilot</u> Payout Calculation	PTIX Levels	% of PTIX Paid under Program
	\$0 to \$2.5 billion	15.0% in 2012 10.0% in 2013 and each year thereafter
	Over \$2.5 billion	20.0%
Program Year	The calendar year-	
Basis of Individual Award	Individual employee's annual compensation in the year in which the PTIX was earned as a percentage of total annual compensation for that year for all eligible employees <u>eligible for (a) the Delta Air Lines, Inc. Annual Profit Sharing Plan, or (b) the Delta Air Lines, Inc. Annual Profit Sharing Plan for Ground and Flight Attendant Employees.</u> The Association will have the right to review the methodology and calculation of awards prior to such awards.	
Timing of Accrual and Payment	Accrue annually; award to be paid within 30 calendar days after the date on which the Company's annual audited consolidated financial statements are released. Such statements are typically released in late January but payment under the profit sharing plan will typically occur on February 14 th .	
Pensionable	Yes	
Type of Payment	Cash	
Impact of Termination of Employment	A former pilot whose employment has been severed for any reason, including retirement, resignation, or termination for any reason, will receive, at the same time as pilots, an award based on his annual compensation for the period in which he earned such compensation, as will the estate or designated beneficiary of a deceased pilot who earned such compensation.	

1 SECTION 4

2
3 MINIMUM PAY AND CREDIT GUARANTEES

4
5 A. Definitions

- 6
- 7 1. "Aircraft model" means an aircraft (e.g., B-737-800, MD-88) within an aircraft type.
- 8 2. "Aircraft type" means one of the following groupings:
- 9

a. B-747-400	h. A-320/319 <u>B-737-900/800/700</u>
b. B-777	i. MD-90/MD-88 <u>A-321/320/319</u>
c. B-787 <u>A-350</u>	j. B-717 <u>MD-90/88</u>
d. B-767-400ER <u>787</u>	k. DC-9 <u>CS-300/100</u>
e. A-330-300/200	l. EMB-190/195 <u>B-717</u>
f. B-767 (all except B-767-400ER)/B-757	m. CRJ-900 <u>EMB-195/190</u>
g. B-737-900/800/700/600 <u>767 (all except B-767-400ER)/B-757</u>	n. <u>CRJ-900</u>

- 10
- 11 3. "Flying," "flown," "flies," and "fly" for purposes of **Sections 4, 12, and 23**, means:
- 12 a. operation of a flight as a cockpit crewmember, and/or
- 13 b. a deadhead by air.

14 ~~4. Reserved.~~

- 15 5. "Known absence" means a period of unavailability in a subsequent bid period for which a
- 16 pilot is scheduled prior to the close of initial line awards for such bid period (e.g.,
- 17 training, vacation, sick, MLOA, ALPA duty) during which a pilot may not be awarded a
- 18 rotation(s) or on-call day(s).

19 ~~65.~~ "Line" means a pilot's bid period schedule.

- 20 a. "Initial line" means the line awarded/assigned to a pilot via PBS or DBMS.
- 21 b. "Adjusted line" means a pilot's initial line as modified by the line adjustment process.
- 22 c. "Regular line" means a line composed of training, vacation, leaves, rotations, and/or
- 23 days-off.
- 24 d. "Reserve line" means a line composed of training, vacation, leaves, reserve on-call
- 25 days and X-days.
- 26 e. "Blank regular line" means a regular line that is constructed without rotations.
- 27 f. "Specially created reserve line" means a reserve line that was not awarded/assigned in
- 28 the initial line awards.
- 29 g. "Reduced lower limit line" (RLL) means a regular line with a value that is less than
- 30 the lower limit of a pilot's LCW and that is awarded upon request under **Section 23**
- 31 **D. 10. Exception** to a pilot who cannot be awarded a regular line within his LCW.

32 ~~76.~~ "Line adjustment" means the process by which the Company removes a rotation(s) from

33 a regular pilot's line for the next bid period, which would otherwise create an FAR and/or

34 PWA conflict(s).

35 ~~87.~~ "Line guarantee" means a line holder's minimum pay and credit entitlement in a bid

36 period.

Section 4 – Minimum Pay And Credit Guarantees

1 ~~98.~~ “Pro rata portion of the reserve guarantee” means the reserve guarantee for a position
2 divided by the number of days in a bid period.

3 ~~109.~~ “Reserve day” means a day on which a reserve pilot is scheduled to be on either
4 an on-call day or an X-day.

5 ~~110.~~ “Reserve pro rata share” means the reserve guarantee divided by the associated
6 number of on-call days in a full bid period on a reserve line.
7

8 B. Regular Line Guarantee 9

10 1. The line guarantee of a regular pilot will be the lesser of:

- 11 a. the scheduled credit of his adjusted line,
- 12 b. 65 credit hours, or
- 13 c. his block hour limitation.

14 Exception one: A pilot holding an RLL will, at his option, be guaranteed the lower limit
15 of his LCW (see **Section 23 D. ~~1917.~~**).

16 Exception two: A pilot holding a blank regular line is not entitled to a line guarantee.

17 2. A regular line guarantee will be computed at the pay rate(s) of the aircraft model(s)
18 shown on the pilot’s adjusted line. If multiple aircraft models are shown on such line, the
19 pilot’s line guarantee will be prorated. Such prorate will be based upon the amount of
20 scheduled credit for each aircraft model shown on such line.

21 3. A regular line guarantee will be reduced by:

- 22 a. pay and credit for a rotation(s) (or a portion thereof) dropped due to an unpaid
23 leave(s) of absence (including a personal drop(s)) or furlough, or
- 24 b. the net reduction in pay and credit resulting from a swap(s).
25

26 C. Reserve Line Guarantee 27

28 1. The line guarantee of a reserve pilot for credit purposes will be his ALV minus two
29 hours, but no less than 72 hours and no more than 80 hours, and for pay purposes, will be
30 the total dollar value determined as follows:

31 a) ~~2.~~ his ALV minus two hours, but no less than 72 hours and no more than 80 hours
32 *minus*

33 b) ~~2.~~ his accumulated credit in the bid period, the result of which will be
34 *multiplied by*

35 c) ~~2.~~ the hourly rate of the highest paying aircraft model that all pilots in his category may
36 be required to fly in the bid period, the result of which will be
37 *added to*

38 d) ~~2.~~ the dollar value of his accumulated credit in the bid period.

39 Note one: Subject to **Section 4 G.**, the dollar value of the accumulated credit in
40 **Section 4 C. 1. d) ~~2.~~** will be computed at the hourly rate of the highest paying aircraft
41 model that all pilots in his category may be required to fly in the bid period.

42 Note two: International pay for a pilot’s flight time flown in international operations
43 in the bid period will be added to the dollar value of the accumulated credit in **Section**
44 **4 C. 1. d.**
45 **Section 4 C. 1. d).**

Section 4 – Minimum Pay And Credit Guarantees

1 Exception one: A reserve line guarantee will be reduced by a pro rata portion of the
2 reserve guarantee for each vacation day (as provided under **Section 7 G. 2**) and for
3 each CQ training day (as provided under **Section 11 B. 2**).

4 Exception two: A reserve line guarantee will be reduced by a reserve pro rata share for
5 each on-call day(s) removed from a pilot's line after initial line awards due to an unpaid
6 leave(s) of absence (including a personal drop(s) or furlough).

7 Exception three: The reserve line guarantee of a pilot who is awarded an additional on-
8 call day(s) under **Section 23 T. 5**. will be increased by a reserve pro rata share for each
9 on-call day awarded.

10 Exception four: The reserve line guarantee of a pilot who is converted to additional short
11 call periods under **Section 23 S. 2. c. 2) Exception one** will be increased by one hour for
12 each additional short call period.

- 13 2. A pilot who is assigned a specially created reserve line will receive a pro rata portion of
14 the reserve guarantee for each on-call day and X-day on his schedule.

15 D. Line Guarantee-Unassigned Pilots

16 The line guarantee of an unassigned pilot will be the reserve guarantee of the lowest paying
17 position listed in **Section 22 B**. for aircraft in revenue service.

18 E. Company-Removal Guarantee

- 19 1. If the Company removes a regular pilot from a rotation or portion thereof after
20 completion of the line adjustment process for the convenience of the Company, the pilot
21 will receive pay and credit for the scheduled credit of the removed rotation or portion
22 thereof, plus his accumulated credit for any portion of such removed rotation flown. If
23 such rotation included an international operation(s), the pilot will also receive
24 international pay for the scheduled block time or deadhead time of the international
25 operation(s). The phrase "convenience of the Company" does not include:
26 a. a pilot-initiated removal (e.g., absence under **Section 13**, sick or accident leave,
27 vacation, personal drop, Association business, failure to report as scheduled, swap,
28 participation in a grievance or a System Board), or a removal due to,
29 b. IROPS (for pay and credit treatment, see **Section 4 F**.)
30 c. his training (for pay and credit treatment, see **Section 11 B**.)
31 d. his OE - or another pilot's OE (for pay and credit treatment, see **Section 11 B**. and
32 **Section 23 G. 5**.)
33 e. the removal of a rotation(s) in one bid period caused by an FAR/PWA conflict
34 resulting from a white slip or yellow slip awarded to him in the prior bid period (see
35 **Section 23 P. 7. f. Exception two**, and **Section 23 T. 3. a. 1) Exception two**)
36 f. change or removal of an asterisk rotation (for pay and credit treatment, see
37 **Section 4 F. 6**.)
38 g. low-time pilot pairing (for pay and credit treatment, see **Section 4 F**.)
39 h. a conflict with his reserve assignment (for pay and credit treatment, see
40 **Section 4 E. 2**.)
41 i. a removal from recovery or reroute flying (for pay and credit treatment, see
42 **Section 4 F**.)
43
44
45
46

Section 4 – Minimum Pay And Credit Guarantees

- 1 j. disciplinary suspension
- 2 k. the removal of a rotation under **Section 23 P. 10. a.** (proffered white slip),
- 3 **Section 23 P. 13.** (white slip errors and omissions) and **Section 23 Q. 13.** (green slip
- 4 errors and omissions)
- 5 l. witness/representative appearance (for pay and credit treatment, see **Section 17 B.**)
- 6 m. failure to complete training (for pay and credit treatment, see **Section 11 B. 6.** and 7.)
- 7 n. failure to meet physical standards (for pay and credit treatment, see **Section 15 C.**)
- 8 o. failure to be in possession of required FAA and travel documents at report for the first
- 9 duty period of a rotation (e.g., FAA Medical Certificate, FAA Airman Certificate,
- 10 passport, visas)
- 11 p. retirement, death, furlough, or termination
- 12 2. A regular pilot who is removed from a rotation due to a conflict with a reserve
- 13 assignment will receive pay and credit for the greater of the scheduled credit of the
- 14 rotation removed or the credit accumulated on the regular portion of his line from such
- 15 reserve assignment.
- 16

17 F. Rotation Guarantee

- 18
- 19 1. After completion of line adjustment, a regular pilot who is unable to fly a rotation or
- 20 portion thereof that originates on his regular line, due to IROPS or an FAR or PWA
- 21 conflict, will receive pay and credit for the greater of:
- 22 a. the scheduled credit of such rotation, or
- 23 b. his accumulated credit for:
- 24 1) recovery flying under **Section 23 K.**, or
- 25 2) the rerouted rotation flown under **Section 23 L.**
- 26 Exception: A pilot who is removed from a rotation due to an FAR and/or PWA conflict
- 27 created by a white slip or yellow slip award from the prior bid period will not be entitled
- 28 to a rotation guarantee for such removed rotation (see **Section 23 P. 7. f. Exception two**
- 29 **and Section 23 T. 3. a. 1) Exception two**).
- 30 2. A pilot who is eligible for a rotation guarantee may be assigned flying or deadheading
- 31 under **Section 23 K.** or **Section 23 L.**
- 32 3. A pilot who is eligible for a rotation guarantee and is assigned flying under
- 33 **Section 23 K.** or **Section 23 L.** may be entitled to lodging (see
- 34 **Section 5 E. 1.**).
- 35 4. The pay and credit of a pilot who is eligible for a rotation guarantee and who has
- 36 performed recovery or reroute flying will be computed and applied as of the completion
- 37 date of the rotation flown.
- 38 5. The pay and credit of a pilot who is eligible for a rotation guarantee for a transition
- 39 rotation and who has performed:
- 40 a. reroute flying, will be computed and applied as of the completion date of the rotation
- 41 flown. If the pilot is on reserve on such completion date, the rotation guarantee will
- 42 be offset against his reserve guarantee.
- 43 b. recovery flying will be computed and applied:
- 44 1) as of the scheduled dates of his original rotation, if the pay and credit of his
- 45 recovery flying is less than that of the original rotation, and

Section 4 – Minimum Pay And Credit Guarantees

1 2) as of the completion date of the recovery flying, if the pay and credit of his
2 recovery flying is more than that of the original rotation.

3 Note: Such pilot may request that Crew Scheduling apply credit hours from the
4 subsequent bid period to the prior bid period in order to recoup an amount equal to the
5 credit hours that were scheduled to occur in the transition rotation within the prior bid
6 period (not to exceed the applicable white slip pickup limit). The subsequent bid period
7 will have a corresponding number of credit hours reduced from the total credit hours for
8 that bid period.

- 9 6. Asterisk Rotations – The rotation guarantee of an asterisk rotation will be based on the
10 portion of the rotation (as originally published in the bid package) that is contained within
11 the bid period.
- 12 7. For purposes of a rotation guarantee, a rotation(s) added to a regular pilot’s line as the
13 result of **Section 4 F. 7. a. – e.**, will be part of his regular line:
- 14 a. inverse assignment with or without conflict under **Section 23 N.** or **O.**
 - 15 b. swap with the pot under **Section 23 H.**
 - 16 c. white slips under **Section 23 P.**
 - 17 d. green slips or green slips with conflict under **Section 23 Q.**
 - 18 e. a rotation swap between regular pilots.

19
20 G. Mixed Aircraft Model Guarantee

21
22 Contingent on FAA approval, the Company may place any aircraft model into any aircraft
23 type grouping. In such event, the composite hourly rate for the purposes of reserve line
24 guarantee for all aircraft models in the aircraft type grouping will be the weighted average for
25 such models based on the aircraft model mix within the aircraft type groupings. This rate
26 will be adjusted and published annually on January 1st of each year.

27
28 EXAMPLE:

29 777 and 767-400 models are placed in the same aircraft type grouping. (12-year Captain
30 rate used for calculations.)

31 ~~(818)~~ 777s divided by [~~(818)~~ 777s + (21) 767-400s] = .27594615

32 (21) 767-400s divided by [~~(818)~~ 777s + (21) 767-400s] = .72415385

33 .27594615 multiplied by 777 rate of \$~~215.73~~ = \$59.52330.33 = \$152.45

34 .72415385 multiplied by 767-400 rate of \$~~203.77~~ = \$147.55312.03 = \$168.03

35 \$59.52 + \$147.55 = \$207.07

36 \$152.45 + \$168.03 = \$320.48

37 Composite hourly rate for a 12 year Captain on 777 and 767-400 models is

38 \$207.07320.48.

39

Section 4 – Minimum Pay And Credit Guarantees

H. Suit-Up Pay and Credit

1. A regular pilot or a long call reserve pilot will receive a minimum of two hours pay and credit if he:

- a. has not acknowledged his removal from a rotation or portion thereof, and
- b. reports for duty.

Exception: A pilot who is entitled to a rotation guarantee under **Section 4 F.** will not receive suit-up pay and credit if he elects to waive his rotation guarantee and the corresponding requirement to be available for flying or deadheading under **Section 4 F. 2.**

Note one: For a regular line holder, such pay and credit will be offset against his rotation guarantee, if any.

Note two: A pilot may only waive his rotation guarantee with the concurrence of Crew Scheduling.

2. A short call reserve pilot who is removed from a rotation or portion thereof will receive suit-up pay and credit if Crew Scheduling first attempted to notify him of such removal less than two hours before his scheduled report.

3. Except as provided in **Section 4 H. 2.**, a short call reserve pilot who does not perform flying during a short call period will receive one hour of pay and credit offset against his reserve guarantee.

I. Miscellaneous Guarantee

A pilot will receive pay and credit for the value of a known absence (other than an unpaid absence) that was on his initial line of time and that is subsequently cancelled.

1 SECTION 5

2
3 LODGING AND EXPENSES

4
5 A. Definitions

- 6
7 1. “Domestic per diem” means the hourly meal allowance for time away from base that is
8 applicable to a pilot while engaged in domestic operations.

9 Note: A pilot assigned to training away from base within the contiguous 48 states of the
10 United States will receive domestic per diem.

- 11 2. “International per diem” means the hourly meal allowance for time away from base that
12 is applicable to a pilot while engaged in international operations.

13 Note: A pilot assigned to training away from base located outside the contiguous 48
14 states of the United States will receive domestic international per diem.

- 15 3. “Time away from base” means the period beginning with report at base and ending upon
16 release at base.

17 Exception: The “time away from base” of a pilot who is assigned to training away from
18 base will end at block-in at his base.

19 Note: See Section 11 I. 3. (travel to training), Section 23 P. 8. (out-of-base white slips),
20 and Section 23 Q. 14. (out-of-base green slips).

21
22 B. Per Diem

- 23
24 1. Domestic per diem—~~\$2.20~~

25 a. \$2.35

26 b. \$2.45 effective January 1, 2018

- 27 2. International per diem—~~\$2.70~~

28 a. \$2.85

29 b. \$2.90 effective January 1, 2018

- 30 3. A pilot who is assigned to training away from his base that includes a break in training of
31 at least 48 hours will receive per diem for the time of such break if he notifies the
32 Company of his intention to remain at the training location during the break.

33
34 C. Crew Meals

35
36 A pilot will be scheduled to receive the same main course meal(s) provided to the highest
37 class of passenger service in the following operations:

- 38 1. an international operation involving an ocean crossing,

39 Note: All flights involving an ocean crossing scheduled for over five hours and thirty
40 minutes block-to-block require at least one main course meal and such flights that exceed
41 12 hours block-to-block require not less than two main course meals.

- 42 2. an operation scheduled for over five hours and thirty minutes block-to-block, and

- 43 3. an operation comprising a roundtrip to or from an airport, or between airports, outside the
44 contiguous 48 states of the United States in a single duty period.

45 Note: A pilot will only be provided such meal on one of the two flight segments.
46

Section 5 – Lodging & Expenses

D. Other Expenses

1. The Company will reimburse a pilot for the following, if they are required by the Company:
 - a. Passport application, renewal and expedited renewal fees charged by the U.S. Department of State.
 - b. Passport photograph fees.
 - c. Visa application fees charged by a foreign country.
 - d. Vaccination fees charged by a medical facility.
2. A vaccination recommended by a pilot's personal physician will be a covered expense under the pilot's medical plan (Delta Health Plan, DPMP, or HMO).
3. The Company will reimburse a short call pilot who is based in NYC and who is assigned a rotation reporting at EWR for up to \$100 of actual transportation expenses to EWR.
4. The Company will reimburse a pilot for additional reasonable expenses related to an extraordinary condition.

E. Lodging

1. The Company will provide adequate and comfortable single occupancy lodging for a pilot who is:
 - a. away from base, when:
 - 1) undergoing training,
 - 2) on a layover,
Exception: In a rotation that begins and/or ends with a deadhead-only duty period, lodging will be provided upon request for a pilot who is away from base when on the:
 - a) first layover of a rotation, provided such layover follows a deadhead-only duty period.
 - b) last layover of a rotation, provided such layover precedes a deadhead-only duty period.
 - or
 - 3) performing other duty in which he is required to be away from base overnight.
 - b. at his base upon request, when:
 - 1) undergoing qualification training (including the night prior to the first day of training, but not including the night of the last day of training), ~~and~~
 - 2) undergoing CQ, provided his permanent residence is more than 50 straight line statute miles from the Training Center, and
 - 3) undergoing recency with a briefing prior to 0900 (local time), provided his permanent residence is more than 50 straight line statute miles from the Training Center.
- Note: A pilot's request for lodging under **Section 5 E. 1. b.** will comply with the process established by Flight Training Planning in coordination with the MEC Scheduling Committee Chairman.
- c. at his base upon request, provided:
 - 1) the pilot reports for duty and is assigned recovery flying under **Section 23 K. 1.**,

Section 5 – Lodging & Expenses

- 1 2) the time between the notification of the replacement flying and the scheduled
2 departure time is at least five hours, and
- 3 3) the replacement flying is scheduled to depart in the same or the following day.
- 4 d. at a station (at or away from base) at which the pilot is scheduled for block-in to
5 block-out time of more than five hours (upon the pilot's request).
6 Exception: If travel time to a co-terminal is part of the scheduled block-in to block-
7 out time, the pilot will be provided lodging (upon his request) if the total ground time
8 is more than the sum of five hours plus the ground travel time under **Section 8 B. 3.**
- 9 e. at his base upon request, provided:
 - 10 1) the pilot is scheduled to operate a MAC rotation, and
 - 11 2) the report of the MAC rotation has been delayed more than five hours pursuant to
12 **Section 23 G. 4. Note.**
- 13 2. A pilot will check in and out of hotels, thereby informing hotel personnel of the identity
14 of pilots then occupying hotel rooms.
- 15 3. A pilot will pay for his incidental lodging expenses (e.g., telephone charges, room
16 service, movies, etc.) at the time of check-out. The Company will not reimburse a pilot
17 for such incidental expenses.
- 18 4. If Company arranged lodging at a layover station is not available, a pilot may arrange
19 other lodging. The Company will reimburse a pilot for the actual reasonable expenses of
20 such lodging.
- 21 5. The Company will provide transportation between a lodging facility and the airport or
22 other work location. If transportation is not provided, or is delayed more than 20
23 minutes, a pilot may arrange his own transportation and the Company will reimburse him
24 for his actual necessary transportation expenses.
- 25 6. The MEC Hotel Committee will have the right to meet with the Senior Vice President-
26 Flight Operations or his designee concerning lodging accommodations.
- 27 7. No changes will be made to existing accommodations without 30 days prior notice to the
28 MEC Hotel Committee or MEC Chairman, unless existing lodging or transportation
29 arrangements become unavailable.
- 30 8. Crew Accommodations will provide the MEC Hotel Committee a minimum of 120 days
31 advance written notice of scheduled expiration dates of hotel contracts and, under normal
32 circumstances, a list of potential replacement hotels. The MEC Hotel Committee may,
33 within 30 days thereafter, submit its desired list of deletions and/or additions to Crew
34 Accommodations. Crew Accommodations will give due consideration to such input and
35 will meet and confer with the committee to resolve any disputes. This process is intended
36 to result in the selection of mutually acceptable lodging accommodations.
- 37 9. The preference for a layover hotel will be a branded hotel that is affiliated with a national
38 or international chain.
 - 39 a. The MEC Hotel Committee may, at its discretion, conduct quarterly reviews of each
40 hotel that is not affiliated with a chain (non-brand hotel). If as a result of such
41 review, the MEC Hotel Committee determines that a non-brand hotel is not able to
42 provide acceptable accommodations, the Company will conduct a new analysis of
43 that market within 45 days and present its findings to the MEC Hotel Committee in
44 order to receive their input. This process is intended to result in the selection of
45 mutually acceptable lodging accommodations.

Section 5 – Lodging & Expenses

- 1 b. In all contracts for hotels entered into on or after July 1, 2012, the Company will
2 include a clause in the hotel contract that provides the right to terminate the contract
3 in the event the hotel ends its affiliation with a national or international chain.
- 4 10. A pilot scheduled for a layover of more than 12 hours (block-to-block) will receive
5 lodging at a downtown hotel.
6 Exception one: Such lodging may be provided at a hotel in the vicinity of the airport if
7 the MEC Hotel Committee has approved the use of such hotel in connection with the
8 layover.
9 Exception two: During irregular operations, the Company will attempt to provide
10 lodging at a Company-approved downtown hotel.
- 11 11. In all contracts for hotels entered into on or after July 1, 2012, the Company will use its
12 best efforts to negotiate free internet access for pilots while on layover.
- 13 12. If there is no Company-approved hotel in a layover location on a MAC rotation, Crew
14 Accommodations will coordinate with the MEC Hotel Committee Chairman to discuss a
15 list of acceptable alternate facilities with priority given to a property affiliated with a
16 national or international chain. Such discussion may be accomplished before the actual
17 need arises to expedite the needed reservation process for a short-notice MAC request by
18 the DOD.
- 19 13. Pilots with a layover period in NRT may be lodged at the Radisson Hotel Narita,
20 provided that said hotel facility, or any successor at that location, will at all times:
21 a. meet or exceed the requirements of **Section 5 E.**,
22 b. have a modern health club, including well-maintained exercise and weight training
23 equipment and swimming pool available for use by crewmembers,
24 c. provide free, scheduled bus service (with seating for at least 11 passengers) to
25 downtown Narita, with a minimum of three daily departures from the hotel and a
26 minimum of three daily departures from downtown Narita at mutually agreed upon
27 times,
28 d. provide laundry services at the hotel, direct-billed to the Company,
29 e. provide rental lockers at the current Narita flight kitchen location for use on a
30 monthly basis, with the fee paid by payroll deduction. These lockers will be available
31 for use by Company crewmembers (pilots and flight attendants) on a first come, first
32 served basis, with a waiting list maintained, if necessary. This provision is not
33 intended to require an increase in the number of lockers currently provided, which is
34 1,090 lockers,
35 f. have a full service restaurant on premises, and
36 g. diligently comply with a maximum room wait limit of 30-minutes, with any
37 deviations from this standard to be promptly investigated by the Company to
38 determine the cause, and then promptly fixed.
- 39 14. Pilots with a layover period in AMS may be lodged primarily at the NH Galaxy
40 Amsterdam, provided that said hotel facility, or any successor at that location, will at all
41 times:
42 a. meet or exceed the requirements of **Section 5 E.**,
43 b. have a modern health club, including well-maintained exercise and weight training
44 equipment available for use at no cost to pilots, and shall provide at least 20 well-
45 maintained bicycles for use at no cost to pilots (which may also be used by other
46 Company employees),

Section 5 – Lodging & Expenses

- 1 c. provide scheduled van service to and from downtown Amsterdam with such service
- 2 scheduled to operate every 15 minutes from each location between the hours of 4 PM
- 3 and 11 PM local time and on demand at all other times. At least three vans (seating at
- 4 least seven passengers) will be maintained by the hotel for the use of Delta personnel
- 5 for transportation to and from downtown Amsterdam,
- 6 d. provide Monday through Saturday laundry services at the hotel, direct-billed to the
- 7 Company,
- 8 e. provide rental lockers for pilot usage on a 3-months-at-a-time basis, with the fee paid
- 9 to the hotel by the pilot,
- 10 f. have a full service restaurant on premises, and
- 11 g. diligently comply with a maximum room wait limit of 30 minutes, with any
- 12 deviations from this standard to be promptly investigated by the Company to
- 13 determine the cause, and then promptly fixed.
- 14

15 F. Laundry Expenses

16 ~~Laundry expenses for a pilot will be reimbursed as follows:~~

17 ~~1. Reserved.~~

18 ~~2.~~ A pilot who is engaged in international operations is eligible for reimbursement for
19 laundry expenses incurred at a layover city if his rotation contains an ocean crossing and has
20 a time away from base (TAFB) of 96 hours or more as follows:
21
22

TIME AWAY FROM BASE	REIMBURSEMENT AMOUNT
96:00 to 191:59	\$50.00
192:00 to 287:59	\$100.00
Greater than 288:00	\$150.00

23 Note: A receipt is required, which must be submitted through the electronic expense form.
24 Exception: An international pilot is not eligible for reimbursement of laundry expenses
25 under **Section 5 F.** if he utilizes the direct-billing laundry service at NRT or AMS (as
26 described in **Section 5 E. 13. d. and 14. d.**).
27

1 SECTION 6

2
3 RELOCATION

4
5 A. Definitions

- 6
7 1. "Eligible family member" for the purposes of *Section 6*, means:
- 8 a. a relative who:
 - 9 1) resides in an eligible pilot's household,
 - 10 2) is dependent on the pilot for livelihood, and
 - 11 3) is claimed on the pilot's federal tax return as a dependent.
 - 12 b. an eligible pilot's spouse (including a person who is a domestic partner under the
 - 13 Delta Domestic Partner Program).
- 14 2. "Eligible move" means the actual movement of all of an eligible pilot's household goods
- 15 and personal effects from his former permanent residence to, and the establishment of,
- 16 his new permanent residence at, a location that is:
- 17 a. within the United States, and
 - 18 b. more than 50 straight line statute miles from:
 - 19 1) his former permanent residence, and
 - 20 2) the greater metropolitan area of his former base, as described in the then most
 - 21 recently published U.S. Census Bureau Metropolitan Areas Definition (See
 - 22 www.census.gov/population/www/estimates/metrodef.html).

23 Exception: An eligible move will not include a move by a pilot whose permanent

24 residence, on the award date of his related conversion or the date of his recall from

25 furlough, is located in, or located within 50 miles of, the greater metropolitan area of his

26 new base.

- 27 3. "Eligible pilot" for the purposes of *Section 6*, means a pilot who intends to complete or
- 28 completes an eligible move and:
- 29 a. converts into a position at another base via an MD or VD, or
 - 30 b. converts into a position at a new or re-established base within 12 months of the first
 - 31 pilot conversion at such base, or
 - 32 c. transfers from a closed base within the 12 months preceding the base closing, or
 - 33 d. is recalled from furlough to a base other than his furlough base, or
 - 34 e. otherwise transfers to a base at Company request,
 - 35 f. provided:
 - 36 1) he actually moves his household goods and personal effects to a new permanent
 - 37 residence that is within a 125 straight-line statute mile radius of the airfield
 - 38 reference point at his new base, and
 - 39 2) his current permanent residence is not within such radius, and
 - 40 3) he actually establishes his home at his new permanent residence, and
 - 41 4) his new permanent residence is at least 50 straight-line statute miles closer to the
 - 42 airfield reference point at his new base than is the permanent residence address
 - 43 from which he is relocating, and
 - 44

Section 6 - Relocation

- 1 5) he agrees to repay the Company for such relocation benefits if, within 24 months
- 2 of the conversion that entitled him to receive such relocation benefit, he:
- 3 a) converts into a position at another base as the result of an advance
- 4 entitlement, or
- 5 b) relocates to another permanent residence outside such radius, without
- 6 changing bases.
- 7 4. “Furlough base” means the base to which a pilot was assigned on his date of furlough.
- 8 5. “Permanent residence” means the home where a pilot physically resides on a permanent
- 9 basis and at which he intends to remain. Evidence of a pilot’s permanent residence
- 10 includes, but is not limited to, his DBMS residence address and residence address for
- 11 Company benefits enrollment purposes.
- 12

B. Relocation Benefits

- 15 1. Subject to the limitations in **Section 6 B. 2.**, an eligible pilot will be provided the
- 16 following relocation benefits:
 - 17 a. Household Goods and Personal Effects
 - 18 The cost of packing, crating, transporting, and storage of up to 24,000 pounds of the
 - 19 pilot's household goods and personal effects, when arranged by the Company with a
 - 20 recognized public moving and storage company, from his former permanent
 - 21 residence to his new permanent residence or, at his option, from his former permanent
 - 22 residence to a storage facility in the vicinity of his former or new permanent residence
 - 23 and subsequently to his new permanent residence.
 - 24 Note: Company paid expenses under **Section 6 B. 1. a.** will not exceed the expense
 - 25 of moving the straight line statute mile distance between the airfield reference points
 - 26 at the former base and the new base plus up to one month of storage expense.
 - 27 b. Motor Vehicle(s)
 - 28 1) The cost of transporting up to two motor vehicle(s), from the pilot’s
 - 29 former permanent residence to his new permanent residence, provided:
 - 30 a) there are at least 600 straight line statute miles between:
 - 31 i) the airfield reference points at his former base and his new base, and
 - 32 ii) his former permanent residence and his new permanent residence,
 - 33 and,
 - 34 b) such vehicle(s) is:
 - 35 i) no more than 10 model years old,
 - 36 ii) in driving condition,
 - 37 iii) licensed to operate on public highways,
 - 38 iv) registered in the name of the pilot or spouse,
 - 39 v) insured, and
 - 40 vi) not classified for insurance purposes as classic or collector.
 - 41 2) If such vehicle(s) is driven during the move:
 - 42 a) enroute tolls and parking charges, and
 - 43 b) mileage expenses at the rate of 55 cents per mile, not to exceed the lesser of
 - 44 the straight-line statute mile distance between:
 - 45 i) the airfield reference point at his former base and his new base, or
 - 46 ii) his former permanent residence and his new permanent residence.

Section 6 - Relocation

1 c. Passes

2 Space available on-line (i.e., Delta Air Lines, Inc.) transportation, for the most direct
3 route of travel, between the Delta station nearest his permanent residence and his new
4 base city as follows:

- 5 1) For the purpose of house hunting: four (priority SA-1, valid for seven
6 days) round trips for the pilot and his spouse. Eligibility for such passes
7 will begin on the award date of the MD or VD that created the eligibility
8 for relocation benefits.

9 Note: The pilot's Chief Pilot may authorize priority SA-1 transportation to
10 allow the pilot's minor dependent children to accompany him.

- 11 2) For the purpose of traveling to his new permanent residence: one (priority
12 SA-1, valid for seven days) one-way for the eligible pilot and his eligible
13 family members. Eligibility for such passes will begin on the award date of
14 the MD or VD that created the eligibility for relocation benefits.
15 3) For the purpose of commuting to the new base, while in the process of relocating:
16 four (priority SA-1, valid for seven days) round-trips, per bid period for the
17 eligible pilot, from his conversion date until he establishes a new permanent
18 residence or one year, whichever is sooner.

19 d. Lease Cancellation

20 The costs incurred by him as the result of prematurely canceling an unexpired lease or
21 rental agreement for his former permanent residence, in an amount not to exceed
22 three months' rent, provided:

- 23 1) such lease or rental agreement was entered into before the date of the award (or
24 date of notice of recall from furlough) that created his eligibility for relocation
25 benefits under **Section 6 A.2.**,
26 2) he submits to Relocation Services:
27 a) a copy of the lease or rental agreement, and
28 b) a letter from the landlord describing and confirming the cancellation costs
29 incurred,
30 and
31 3) he contacts Relocation Services in writing to allow them to negotiate the lease
32 cancellation. If he does not do so, the lease cancellation charges will not be
33 reimbursed.

34 e. Insurance

35 The Company will provide insurance coverage for the:

- 36 1) repair or replacement value of household goods and personal effects that are lost
37 or damaged while being moved under **Section 6 B. 1. a.**, to a maximum of
38 \$150,000.

39 Note one: Household goods and personal effects of extraordinary value (\$100 per
40 pound) must be:

- 41 a) identified prior to loading, and
42 b) unpacked at the destination in the presence of the moving company's driver.

43 Note two: Electronic equipment is not covered for internal damage unless there is
44 obvious external damage caused in transit.

- 45 2) loss or damage to a vehicle(s) transported under **Section 6 B. 1. b. 1)** up to the
46 lesser of the vehicle's replacement value or \$50,000.

Section 6 - Relocation

1 Note: A pilot will not be paid for a claim under this provision unless he notifies a
2 moving company representative of such claim:

- 3 a) prior to the initiation of repair work or purchase of replacement item,
- 4 b) within 90 days of delivery of the household goods or personal effects, and

5 Exception: A claim related to property damage to the former or new permanent
6 residence must be submitted to the moving company within 48 hours of pick-up or
7 delivery.

- 8 c) at the time of delivery of a vehicle transported under **Section 6 B. 1. b.1).**

9 f. COMAT

10 In accordance with standard COMAT shipping regulations, one space available
11 shipment of up to 500 pounds of an eligible pilot's properly packaged, inventoried
12 and labeled (with origin and destination address and phone numbers) personal effects
13 (excluding furniture).

14 1) The following may not be shipped COMAT:

- 15 a) items classified as "Dangerous Goods."
- 16 b) items restricted under FAA regulations.
- 17 c) pets.

18 2) The pilot is responsible to deliver the goods to the airport cargo facility and pick
19 up the shipment at its destination. Unclaimed shipments may be sent to a
20 commercial storage facility at the pilot's expense 96 hours after arrival at
21 destination.

22 3) The Company will assume liability to a maximum of \$500 for loss of a properly
23 packaged shipment between the origin and destination cities.

24 4) Use Shipping Account Number 185-674-017.

25 g. Miscellaneous Expense Allowance

26 A one-time allowance of \$2000.00 after arrival of all household goods and personal
27 effects at the pilot's new residence.

28 2. Limitations

29 The following limitations apply to the reimbursement of expenses incurred in connection
30 with an eligible move:

31 a. Reimbursable expenses for the transportation of a pilot's household goods and
32 personal effects under **Section 6 B. 1. a.** will not:

33 1) exceed the expense of moving from the former base to the new base plus up to
34 one month of storage expense.

35 2) include the cost of moving planes, motor homes, campers, boats, golf carts,
36 jet skis, trailers, garden tractors and accessories, model trains, doll houses,
37 children's playhouses, hot tubs, whirlpool baths, pools and associated
38 equipment, foods, plants, flowers, dry flower arrangements, large artificial
39 plants or trees that require crating to transport, perishable items, pet
40 kennels, fencing, fish, aquariums over 20 gallons, paint, beer, wine, liquor,
41 flammable articles, explosive articles, dangerous goods, property liable to
42 damage other property, art works, furs, sculptures, paintings, passports,
43 money, notes, securities, bullion, precious stones, jewelry, stamps or coins,
44 salesman's samples, merchandise for sale or exhibit, wood burning stoves,
45 stove pipes, firewood, building materials, decorative rock, farm tractors,
46 farm equipment, grain, storage buildings, excess tools or shop equipment,

Section 6 - Relocation

- 1 cement yard furnishings or other items too large or heavy to be handled
- 2 safely by the movers, firearms, ammunition.
- 3 3) include the cost of moving more than two, in any combination, of the
- 4 following:
- 5 a) motorcycles.
- 6 b) motor bikes.
- 7 c) snowmobiles.
- 8 d) all-terrain vehicles.
- 9 b. An eligible pilot will not be reimbursed for expenses that are:
- 10 1) incurred:
- 11 a) prior to the awarding of the VD or MD that created his eligibility for
- 12 relocation benefits or the issuance of a recall from furlough letter, or
- 13 b) while the pilot is on medical leave, personal leave, military leave, disciplinary
- 14 suspension, furlough or receiving benefits under the D&S Plan,
- 15 or
- 16 2) submitted to Relocation Services more than 60days from the date the expense was
- 17 incurred.
- 18 c. If both the pilot and spouse are eligible pilots, relocation benefits will be reimbursed
- 19 for the family as a unit, unless the pilot and spouse are maintaining separate
- 20 permanent residences.
- 21 d. A pilot who has not signed and submitted a Standard Repayment Agreement will not
- 22 receive relocation benefits (including the Company-arranged movement of household
- 23 goods or vehicles).
- 24

C. Forfeiture

- 25
- 26
- 27 1. A pilot will forfeit his existing eligibility for relocation benefits if he:
- 28 a. does not relocate his permanent residence within 24 months (excluding time from
- 29 date of furlough to the earlier of his date of recall or date of recall bypass) of the
- 30 conversion pursuant to the award or recall that entitled him to such relocation
- 31 benefits, or
- 32 b. prior to relocating he:
- 33 1) is awarded a position at his former base,
- 34 2) becomes eligible for relocation benefits again under **Section 6 A. 2.**, or
- 35 3) retires, dies or is terminated.
- 36 2. A pilot will repay the Company for relocation benefits paid if:
- 37 a. his relocation was the result of a conversion into a position at a new or reestablished
- 38 base and he:
- 39 1) converts into a position at another base as the result of a VD within 24 months of
- 40 his conversion to a position at such new or reestablished base, or
- 41 2) does not actually complete an eligible move within the 24 month period specified
- 42 in **Section 6 C. 1. a.**,
- 43 b. he elects to move prior to his projected date of conversion and such conversion does
- 44 not occur, or
- 45 c. he does not actually complete an eligible move within the 24 month period specified
- 46 in **Section 6 C. 1. a.**
- 47

Section 6 - Relocation

1 D. Travel Time

2

3 1. An eligible pilot will:

4 a. be released from duty for up to seven days based on the lesser of:

5 1) one day for each 400 miles or portion thereof between his old residence and his
6 new residence, or

7 2) one day for each 400 miles or portion thereof between his old base and his new
8 base.

9 b. receive pay/no credit at a pro rata portion of the ALV for each day off as provided in

10 ***Section 6 D. 1. a.***

11 2. In order to be released for relocation, a pilot must make his request to Crew Scheduling at

12 least 15 days prior to the first desired day of travel time.

13

14 E. General

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16 1. Upon completion of his OE, a probationary pilot will be permitted to ship to his first base
17 up to 1000 pounds of boxed household goods and personal effects via COMAT in
18 accordance with standard Company COMAT shipping regulations.

19 2. An eligible pilot will contact Relocation Services to be provided the required forms to
20 complete. Contact information for Relocation Services is available on DeltaNet or by
21 contacting the CPSC.

22 3. Reimbursement will be added to a subsequent paycheck following approval by the
23 Relocation Services Department and processing through Accounts Payable.

1 SECTION 7

2
3 VACATIONS

4
5 A. Definitions

- 6
7 1. “Accrued vacation” means the vacation time (i.e., the number of weeks or days) a pilot is
8 accumulating in a vacation year for use in the next vacation year. The accrual rate for
9 such vacation is determined by the number of years of continuous employment the pilot
10 completed before April 1st of the vacation year.

11 Example: Assume that on October 1st, (i.e., at the completion of 50% of the vacation
12 year) a pilot has not been on leave or furlough in excess of 30 days since the beginning of
13 the vacation year. Such pilot will have accrued 50% of the vacation time to which he will
14 be entitled on the next April 1st.

- 15 2. “Earned vacation” means the vacation time (i.e., the number of weeks or days) a pilot is
16 entitled to use in a vacation year.

- 17 3. “Pro rata portion of the reserve guarantee” means the reserve guarantee for a position
18 divided by the number of days in a bid period.

- 19 4. “Purchased vacation” means the vacation days that a pilot receives as a result of a full
20 service bank transaction.

- 21 5. “Supplemental vacation” means the vacation days that a pilot receives (for use in the
22 current or following vacation year) ~~due to being inversely assigned into an X-day(s)-~~
23 ~~(see under Section 23 S. 16-).14.~~

- 24 6. “Vacation bank hours” means the hours in a pilot’s vacation bank. Such vacation bank
25 hours will be equal to:

26 a. 3:15 for each day of a pilot’s earned vacation, together with purchased and
27 supplemental vacation for use in the current vacation year: ~~————~~ for the 2016-2017
28 vacation year.

29 b. 3:30 for each day of a pilot’s earned vacation, together with purchased and
30 supplemental vacation for use in the current vacation year, effective April 1, 2017.

31 c. 3:45 for each of the first 14 days of a pilot’s awarded vacation and 3:30 for each
32 remaining day of his earned vacation, together with purchased and supplemental
33 vacation for use in the current vacation year, effective April 1, 2019.

34 Note: A pilot who has earned fewer than 14 vacation days for a vacation year will
35 receive 3:45 for each such earned vacation day, together with any purchased and
36 supplemental vacation day, up to a total of 14 vacation days. He will receive 3:30 for
37 each remaining purchased or supplemental vacation day, if any.

- 38 7. “Vacation period” means a portion(s) of the combination of a pilot’s earned, purchased
39 and supplemental vacation that is designated by the pilot as:

- 40 a. primary,
41 b. secondary,
42 c. tertiary,
43 d. quaternary, or
44 e. quinary.

- 45 8. “Vacation year” means the period that begins on April 1st each year and ends on the
46 following March 31st.

47

Section 7 - Vacations

B. Earned Vacation and Vacation Bank Hours

1. Each vacation year, a pilot who has been employed by the Company for:
 a. more than one year will be entitled to earned vacation and vacation bank hours as follows:

1) For the 2016-2017 vacation year

Years of Continuous Employment Completed before April 1 st of Vacation Year	Earned Vacation	Vacation Bank Hours
1 – 5	2 weeks	-45:30
6 – 11	3 weeks	-68:15
12 – 18	4 weeks	-91:00
19 or more	5 weeks	113:45

2) Effective April 1, 2017

<u>Years of Continuous Employment Completed before April 1st of Vacation Year</u>	<u>Earned Vacation</u>	<u>Vacation Bank Hours</u>
<u>1 – 5</u>	<u>2 weeks</u>	<u>49:00</u>
<u>6 – 11</u>	<u>3 weeks</u>	<u>73:30</u>
<u>12 – 18</u>	<u>4 weeks</u>	<u>98:00</u>
<u>19 or more</u>	<u>5 weeks</u>	<u>122:30</u>

3) Effective April 1, 2019

<u>Years of Continuous Employment Completed before April 1st of Vacation Year</u>	<u>Earned Vacation</u>	<u>Vacation Bank Hours</u>
<u>1 – 5</u>	<u>2 weeks</u>	<u>52:30</u>
<u>6 – 11</u>	<u>3 weeks</u>	<u>77:00</u>
<u>12 – 18</u>	<u>4 weeks</u>	<u>101:30</u>
<u>19 or more</u>	<u>5 weeks</u>	<u>126:00</u>

Section 7 - Vacations

- b. less than one year prior to April 1st of the vacation year will be entitled to earned vacation and vacation bank hours as follows:

1) For the 2016-2017 vacation year

Date of Employment From:	Earned Vacation	Vacation Bank Hours
March 16 th to March 31 st	None	None
February 16 th to March 15 th	1 day	-3:15
January 16 th to February 15 th	2 days	6:30
December 16 th to January 15 th	3 days	9:45
November 16 th to December 15 th	5 days	16:25
October 16 th to November 15 th	6 days	19:30
September 16 th to October 15 th	7 days	22:45
August 16 th to September 15 th	8 days	26:00
July 16 th to August 15 th	9 days	29:15
June 16 th to July 15 th	11 days	35:45
May 16 th to June 15 th	12 days	39:00
April 16 th to May 15 th	13 days	42:15
April 1 st to April 15 th	14 days	45:30

2) Effective April 1, 2017

<u>Date of Employment From:</u>	<u>Earned Vacation</u>	<u>Vacation Bank Hours</u>
<u>March 16th to March 31st</u>	<u>None</u>	<u>None</u>
<u>February 16th to March 15th</u>	<u>1 day</u>	<u>3:30</u>
<u>January 16th to February 15th</u>	<u>2 days</u>	<u>7:00</u>
<u>December 16th to January 15th</u>	<u>3 days</u>	<u>10:30</u>
<u>November 16th to December 15th</u>	<u>5 days</u>	<u>17:30</u>
<u>October 16th to November 15th</u>	<u>6 days</u>	<u>21:00</u>
<u>September 16th to October 15th</u>	<u>7 days</u>	<u>24:30</u>
<u>August 16th to September 15th</u>	<u>8 days</u>	<u>28:00</u>
<u>July 16th to August 15th</u>	<u>9 days</u>	<u>31:30</u>
<u>June 16th to July 15th</u>	<u>11 days</u>	<u>38:30</u>
<u>May 16th to June 15th</u>	<u>12 days</u>	<u>42:00</u>
<u>April 16th to May 15th</u>	<u>13 days</u>	<u>45:30</u>
<u>April 1st to April 15th</u>	<u>14 days</u>	<u>49:00</u>

Section 7 - Vacations

3) Effective April 1, 2019

<u>Date of Employment From:</u>	<u>Earned Vacation</u>	<u>Vacation Bank Hours</u>
<u>March 16th to March 31st</u>	<u>None</u>	<u>None</u>
<u>February 16th to March 15th</u>	<u>1 day</u>	<u>3:45</u>
<u>January 16th to February 15th</u>	<u>2 days</u>	<u>7:30</u>
<u>December 16th to January 15th</u>	<u>3 days</u>	<u>11:15</u>
<u>November 16th to December 15th</u>	<u>5 days</u>	<u>18:45</u>
<u>October 16th to November 15th</u>	<u>6 days</u>	<u>22:30</u>
<u>September 16th to October 15th</u>	<u>7 days</u>	<u>26:15</u>
<u>August 16th to September 15th</u>	<u>8 days</u>	<u>30:00</u>
<u>July 16th to August 15th</u>	<u>9 days</u>	<u>33:45</u>
<u>June 16th to July 15th</u>	<u>11 days</u>	<u>41:15</u>
<u>May 16th to June 15th</u>	<u>12 days</u>	<u>45:00</u>
<u>April 16th to May 15th</u>	<u>13 days</u>	<u>48:45</u>
<u>April 1st to April 15th</u>	<u>14 days</u>	<u>52:30</u>

Exception: A pilot who returns to active payroll status following a medical leave of absence (**Section 13 B.**) will not be eligible to accrue vacation bank hours until completion of all training required to return to flight duty, including OE.

2. If the Company increases the earned vacation of its domestic ground personnel over the earned vacation for pilots in **Section 7 B. 1. a.**, such provision will be amended so that the earned vacation of pilots is no less than the earned vacation of domestic ground personnel.
3. A pilot's accrued vacation will be proportionately reduced for the time of a leave of absence other than known personal leave (**Section 13**), **FAA leave (Section 13)**, or furlough (**Section 21**) in excess of 30 aggregate days.

Exception: A pilot's accrued vacation will be proportionately reduced for the time of a military leave of absence (**Section 13 D.**) in excess of 30 consecutive days.

C. Vacation Period Selection

1. A pilot may split his vacation into as many as five vacation periods provided:
 - a. he has at least 14 days of earned vacation,
 - b. there are vacation weeks available for bid, and
 - c. each vacation period is at least seven days long.
2. Available vacation periods will be posted, made available for bidding in DBMS, and awarded as follows:

Period	Posting Deadline	Bid Closing	Bids Awarded
Primary	January 1 st	January 8 th	January 12 th
Secondary	January 12 th	January 19 th	January 23 rd
Tertiary	January 23 rd	January 30 th	February 3 rd
Quaternary	February 3 rd	February 10 th	February 14 th
Quinary	February 14 th	February 21 st	February 25 th

Section 7 - Vacations

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3. A pilot will bid his vacation based on the category he:
 - a. holds on January 31st, or
 - b. is scheduled to be converted to, on or before January 31st.
 4. Pilots will be awarded vacation periods in seniority order in each category.
 5. The Company will assign a vacation period(s) to a pilot who is not awarded a vacation period(s) through the vacation bidding process.
 6. Every week of a vacation year will:
 - a. begin on Sunday, commencing with the first Sunday of the vacation year.
 - b. be available for at least one percent of the total number of vacation periods to be awarded in a category (reduced to the closest integer, but no lower than one).
 7. A pilot who:
 - a. converts into another category may retain his previously awarded unused vacation period(s).
 - b. is awarded an AE or VD that requires qualification training that conflicts with a scheduled vacation period may:
 - 1) re-bid the vacation period through the vacation move-up process,
Note: A pilot who will re-bid such vacation period must so notify Crew Resources within ten days of the date of issuance to him of notice of such conflict.
In the absence of such notification to Crew Resources:
 - a) the pilot's earned vacation will be reduced by the number of days in such vacation period, and
 - b) he will receive pay, under **Section 7 G. 3. b.**, in lieu of such vacation period not taken.
 - or
 - 2) retain such vacation period as follows:
 - a) The vacation retention requests of pilots awarded the same position with same award date, who entered such requests as part of their standing bids for such AE or VD, will be granted in seniority order to the extent that the Company is able to assign another pilot(s) to the available training period(s) by a date certain, which is seven days prior to the award of lines for the bid period in which the training is scheduled to commence.
 - b) The vacation retention requests of pilots that are made after such award date, may, at the discretion of the Company, be granted.
- Note: In either case, if such request is granted, the pilot will not receive pay protection if he is converted out of seniority order (see **Section 22 E. 9. Exception c. 1)** delay of training at pilot request).

Section 7 - Vacations

D. Vacation Move-Up

1. After the awarding of quinary vacations, a pilot may request, via DBMS, to change an awarded vacation period(s) to another vacation period that is determined by the Company to be available.
2. Vacation move-ups will be awarded to pilots each month (by category, in seniority order) as follows:
 - a. Vacation move-up:
 - 1) availability will be posted in DBMS on the date and time specified in *Section 23 B.*
 - 2) bidding will close on the date and time specified in *Section 23 B.*
 - 23) awards will be posted on the date specified in *Section 23 B.*
 - b. Vacation move-ups will be awarded in seniority order with the following priority:
 - 1) Pilots requesting to change a primary vacation.
 - 2) Pilots requesting to change a secondary vacation.
 - 3) Pilots requesting to change a tertiary vacation.
 - 4) Pilots requesting to change a quaternary vacation.
 - 5) Pilots requesting to change a quinary vacation.
3. A pilot will not be awarded a vacation move-up:
 - a. for a newly available vacation period that begins in the current bid period.
 - b. if his previously awarded vacation period is longer than the newly available vacation period.

Note: Purchased and/or supplemental vacation days will not be considered as part of his previously awarded vacation.
 - c. if the move-up would result in the pilot receiving more than five vacation periods in a vacation year.

Exception: A pilot may be awarded more than five vacation periods in a vacation year as a result of a move-up if the pilot's additional vacation period(s) was carried over from the previous vacation year (see *Section 7 F. 6. a.*).
4. A pilot who is awarded a vacation move-up in the subsequent bid period that conflicts with an asterisk rotation will, at his option:
 - a. be removed from such rotation and guaranteed the scheduled value of the portion of the rotation in the current bid period, in which case he will have a recovery obligation under *Section 23 K.* for such portion,
 - b. be removed from such rotation with no rotation guarantee and no recovery obligation, or
 - c. with the concurrence of Crew Resources, retain such rotation and postpone the start date of his vacation to the day after release of such conflicting rotation.

Exception: A pilot who does not inform Crew Scheduling of his option prior to the close of line bidding for the bid period in which his new vacation period begins will be removed from such rotation under *Section 7 D. 4. a.*

Section 7 - Vacations

1 E. Adjustments and Postponements

- 2
- 3 1. The starting date of an awarded vacation period may be adjusted upon mutual agreement
- 4 between the pilot and the Company.
- 5 2. An awarded vacation may not be postponed unless such postponement is:
- 6 a. due to unusual circumstances or Company requirements, or
- 7 b. by mutual agreement between the pilot and the Company.
- 8 3. A postponed vacation period will be considered vacated and the affected pilot will be
- 9 assigned an available vacation period.
- 10 Note: Such pilot may re-bid through the move-up process.
- 11 4. Purchased and supplemental vacation days will be placed, at pilot option, at the
- 12 beginning or end of a vacation period for the subsequent vacation year.
- 13 Exception one: The Company may limit the number of purchased vacation days in a
- 14 position in the April and/or May bid period(s) such that the total number of vacation
- 15 hours in such position for such bid period will not cause the Company to be out of
- 16 compliance with the staffing requirements under **Section 22 C**.
- 17 Exception two: A vacation period may only be expanded by a block of seven
- 18 consecutive purchased or supplemental vacation days in:
- 19 a. the December bid period, or
- 20 b. the first ten days of January.
- 21 Note: Such expansion will constitute the bidding and awarding of a posted vacation
- 22 week.
- 23 5. Upon mutual agreement between the pilot and the Company, a pilot may purchase
- 24 vacation days (see **Section 12 ~~ON~~ 4. c.**) to be placed at the beginning or end of a
- 25 vacation period for the current vacation year.
- 26 6. Supplemental days for the current vacation year may be placed at the beginning or end of
- 27 a vacation period, by mutual agreement between the pilot and the Company.

28 F. Cancellation of Vacation

- 29
- 30
- 31 1. The Company will:
- 32 a. not cancel an awarded vacation unless due to operational necessity, and
- 33 b. make:
- 34 1) every effort to avoid canceling an awarded vacation, and
- 35 2) every reasonable effort to recall a furloughed pilot in order to avoid cancellation
- 36 of an awarded vacation.
- 37 Note: In a bid period in which there is a furloughed pilot who has not been offered recall,
- 38 the Company will not cancel more than 50% of the awarded vacation weeks in a
- 39 category.
- 40 2. A pilot will receive at least 30 days advance notice of the cancellation of an awarded
- 41 vacation period.
- 42 Exception: A pilot may receive less than 30 days advance notice in the event of an
- 43 emergency that precludes such notice. The Company will notify such pilot promptly and
- 44 forward to him a letter of confirmation at the earliest possible date.
- 45 3. The Company:
- 46 a. may reinstate a cancelled vacation with 30 days advance written notice.

Section 7 - Vacations

- 1 b. will not reinstate a previously canceled vacation period with less than 30 days' notice
2 without the pilot's consent.
- 3 4. A pilot whose vacation is canceled may:
 - 4 a. not displace another pilot from an awarded vacation period.
 - 5 b. be awarded a new vacation through the vacation move-up process.
- 6 5. If subsequent to the award of vacation periods, the number of vacation periods in a
7 category must be reduced:
 - 8 a. the pilots in the affected category(ies) will be afforded the option, in order of
9 seniority, to voluntarily cancel their awarded vacation period(s).
 - 10 b. the remaining cancellation of vacation periods will be conducted (if necessary) in
11 inverse seniority order.
- 12 6. A pilot who is unable to take an awarded vacation during the current vacation year due to
13 the needs of the Company may, at pilot option:
 - 14 a. carry the vacation time over into the succeeding vacation year, or
 - 15 b. accept pay, under *Section 7 G. 3. b.*, in lieu of such vacation not taken.
- 16 7. A pilot who, during the last two bid periods of a vacation year, returns from an extended
17 absence may:
 - 18 a. take any unused earned vacation in an available vacation period(s) in the current
19 vacation year, and/or
 - 20 b. accept pay, under *Section 7 G. 3. b.*, in lieu of such vacation not taken.
- 21 8. A pilot who flies into his vacation period due to a reroute or late operations may, at his
22 option, place the lost vacation day(s) at the end of the affected vacation period (without a
23 reduction from his vacation bank hours for any rotation removed to accommodate such
24 placement of lost vacation days), or add the lost vacation day(s) to the beginning or end
25 of a subsequent vacation period.

26 Exception: If the pilot is released at or before 0200 on the first day of his vacation, he
27 may place the lost vacation day at the end of the affected vacation period only if no
28 rotation must be removed to accommodate such placement, so long as he has a
29 subsequent vacation period(s) in the current vacation year.
- 30 9. A pilot who is rerouted into a scheduled vacation period, or whose vacation is cancelled,
31 will be reimbursed for nonrefundable deposits and fees (e.g., accommodations,
32 transportation, guides, instructors, rental vehicles or equipment) up to a maximum of
33 \$1,500, provided the pilot makes every reasonable effort to obtain a refund and submits
34 proof satisfactory to his Chief Pilot that refund of such deposit/fee is not possible.
35 Exception: No reimbursement will be due in the event the reroute is caused by ~~a~~
36 ~~circumstance over which the Company does not have control (e.g., the~~ pilot's origin or
37 destination airport closed, ~~or~~ weather on ~~the~~ pilot's routing, ~~mechanical on pilot's~~
38 ~~assigned aircraft).~~
- 39 ~~10. Based on operational necessity as reasonably determined by the Company, t~~The
40 Company may proffer to liquidate a vacation period(s) in a category following
41 notification to the MEC Scheduling Committee Chairman. This proffer may be made no
42 earlier than sixty days prior to the affected bid period.
- 43

Section 7 - Vacations

G. Vacation Pay

1. To the extent of his available vacation bank hours, a regular pilot will be paid ~~3:15 for each day of his vacation:~~
 - a. 3:15 for each day of his vacation of the 2016-2017 vacation year.
 - b. 3:30 for each day of his vacation, effective April 1, 2017.
 - c. 3:45 for each of the first 14 days of a pilot's awarded vacation and 3:30 for each remaining day of his earned vacation, together with purchased and supplemental vacation for use in the current vacation year, effective April 1, 2019.

Note: A pilot who has earned fewer than 14 vacation days for a vacation year will receive 3:45 for each such earned vacation day, together with any purchased and supplemental vacation day, up to a total of 14 vacation days. He will receive 3:30 for each remaining purchased or supplemental vacation day, if any.
2. To the extent of his available vacation bank hours, a reserve pilot will be paid ~~3:15 and his:~~
 - a. 3:15 for each day of his vacation of the 2016-2017 vacation year.
 - b. 3:30 for each day of his vacation, effective April 1, 2017.
 - c. 3:45 for each of the first 14 days of a pilot's awarded vacation and 3:30 for each remaining day of his earned vacation, together with purchased and supplemental vacation for use in the current vacation year, effective April 1, 2019.

Note: A pilot who has earned fewer than 14 vacation days for a vacation year will receive 3:45 for each such earned vacation day, together with any purchased and supplemental vacation day, up to a total of 14 vacation days. He will receive 3:30 for each remaining purchased or supplemental vacation day, if any.

Note: Such pilot's reserve guarantee will be reduced by a pro rata portion of the reserve guarantee for each day of his vacation.
3. A pilot will:
 - a. not receive pay for a vacation day(s) in excess of his vacation bank hours.
 - b. receive pay for the balance of his vacation bank hours on each March 31st, at the composite hourly rate for the category held by the pilot in such March bid period.
 - c. receive pay for the value of the hours remaining in his vacation bank and any accrued vacation at the rate of the category for the last bid period in which he performed service as a pilot if he:
 - 1) ~~retires.~~
 - 2) has commenced medical leave of absence and makes a request for such pay.
 - 3) dies.
 - d. receive pay for the value of the hours remaining in his vacation bank (but will be ineligible for any accrued vacation) at the rate of the category for the last bid period in which he performed service as a pilot if he voluntarily resigns with notice.
4. The value of the hours remaining in a pilot's vacation bank upon retirement and any accrued vacation, calculated at the rate of the category for the last bid period in which he performed service as a pilot, along with Company contributions under **Section 26 C. 2.** with respect to such earnings, will be contributed to the pilot's DPSP account as a Company contribution or, if necessary, will be paid to the pilot as an excess payment as described in **Section 26 M. 1. and 2.**

Section 7 - Vacations

H. Vacation Swap Board

A pilot may swap vacations with another pilot in the same category. A pilot must submit his request to swap a vacation via email to pilotvacation.dal@delta.com. The request must include the pilot's name, employee number, vacation period he is swapping, the name and employee number of pilot with whom he is swapping, and the dates of the vacation period of the pilot with whom he is swapping. Additionally, the following conditions apply:

1. A pilot wishing to swap his vacation will be responsible for seeking out another pilot with whom to swap. Crew Resources will not maintain a list of pilots who wish to swap vacations.
2. The two pilots involved in the swap must be projected to hold the same category in the bid periods of both vacations to be swapped.
3. A vacation swap request must be submitted no later than 0800E on the 1st day of the bid period prior to the earliest bid period affected by the swap.

Example:

Pilot A holds a vacation in June.

Pilot B holds a vacation in August.

The deadline for submitting a request to swap the two vacations is May 1 @ 0800E.

4. A vacation swap will be processed either manually or automatically by Crew Resources.
5. A vacation period must be swapped in its entirety, including any purchased or supplemental vacation days that have been placed at the beginning or the end of the period. A pilot may not split a vacation period.
6. The number of days of the vacation periods to be swapped (including any purchased or supplemental vacation days) must be identical.
7. A pilot may not swap into a vacation that conflicts with a scheduled rotation on his line.
8. A pilot who holds an MD and who has swapped his vacation may be scheduled for qualification training pursuant to his MD that conflicts with his new vacation. In such case, the pilot may rebid such vacation period, provided he notifies Crew Resources within ten days of the date of issuance to him of notice of such conflict. Otherwise, the pilot's earned vacation will be reduced by the number of days in such vacation period and he will receive pay, under *Section 7 G. 3. b.*, in lieu of such vacation period not taken.

I. Individual Vacation Days (IVDs)

1. Subject to *Section 23 I. II.*, a pilot may use up to a total of four IVDs each vacation year on up to two separate occasions.

Note: A pilot may be eligible for up to two additional IVDs and up to two additional separate occasions each vacation year under *Section 14 K.*

2. An IVD(s) must be the first and/or last day(s) of an awarded vacation period.

3. Regardless of the value of the rotation(s) or reserve on call day(s) dropped pursuant to an IVD award, a pilot will be paid the value of a vacation day for each IVD awarded.

1 SECTION 8

2
3 DEADHEADING

4
5 A. Definitions

- 6
7 1. “Applicable rate” means, for the purposes of **Section 8**, the composite hourly rate plus
8 international pay, if applicable, for the position held by the pilot at the time of the
9 deadhead.

10 Exception one: If a pilot holds a position with more than one rate when deadheading by
11 air transportation to a flight segment(s), the applicable rate will be the rate for the aircraft
12 model used on the first non-deadhead segment after the deadhead on which the pilot
13 performed, or was scheduled to perform, duty as a crew member.

14 Exception two: If a pilot holds a position with more than one rate when deadheading by
15 air transportation on the last flight segment(s) of his rotation, the applicable rate will be
16 the rate for the aircraft model used on the last non-deadhead segment before the deadhead
17 on which the pilot performed, or was scheduled to perform, duty as a crew member.

- 18 2. “Deadhead” means the surface or air transportation of a pilot between airports at the
19 instruction of the Company.

20 Exception one: Surface transportation to or from an airport for the sole purpose of
21 lodging is not a deadhead.

22 Exception two: Travel to and from training is not a deadhead.

- 23 3. “Military Airlift Charter” (MAC) means all flight operations conducted as a charter under
24 an agreement between the Company and the Department of Defense or any branch of the
25 United States Armed Services, except for Civil Reserve Air Fleet operations. A rotation
26 that includes MAC operations will be identified with a distinct designator for PBS/PCS
27 and cannot be awarded to a pilot who has not completed his OE.

- 28 4. “Off-line deadhead” means travel on a Delta Connection Carrier in category C operations
29 (i.e., pursuant to a prorate agreement) or any carrier other than Delta Air Lines, Inc.

- 30 5. “Off-rotation deadhead” means travel initiated by a pilot, at the beginning or end of a
31 rotation, by means other than the scheduled deadhead segment.

- 32 6. “On-line transportation” means travel on Delta Air Lines, Inc. and Delta Connection
33 Carriers in category A operations (i.e., not a prorate agreement).

34
35 B. Pay and Credit

- 36
37 1. A pilot who deadheads by air transportation on a flight segment(s) designated by the
38 Company will receive pay and credit at the applicable rate for the flight time of the
39 deadhead segment(s).

- 40 2. A pilot who utilizes an off-rotation deadhead will receive pay and credit at the applicable
41 rate for the scheduled time of the scheduled deadhead segment(s).

Section 8 - Deadheading

3. A pilot who deadheads between the airports listed below by surface transportation (in either direction) will be paid as follows:

Airport Pairings	Travel Time	Pay	Airport Pairings	Travel Time	Pay
FLL-MIA	0:45	\$9.38 <u>18.75</u>	DAL-DFW	0:25	\$5.21 <u>10.42</u>
HOU-IAH	0:45	\$9.38 <u>18.75</u>	MDW-ORD	1:10	\$14.59 <u>29.17</u>
EWR-JFK	1:20	\$16.68 <u>33.33</u>	EWR-LGA	1:20	\$16.68 <u>33.33</u>
LGA-JFK	0:45	\$9.38 <u>18.75</u>	LAX-BUR	1:15	\$15.63 <u>31.25</u>
LAX-ONT	1:30	\$18.75 <u>37.50</u>	LAX-SNA	1:30	\$18.75 <u>37.50</u>
LAX-LGB	1:00	\$12.50 <u>25.00</u>	SFO-OAK	1:00	\$12.50 <u>25.00</u>
SFO-SJC	1:00	\$12.50 <u>25.00</u>	BUR-ONT	2:00	\$25 <u>50.00</u>
BUR-SNA	2:00	\$25 <u>50.00</u>	BUR-LGB	1:30	\$18.75 <u>37.50</u>
ONT-SNA	1:15	\$15.63 <u>31.25</u>	ONT-LGB	2:00	\$25 <u>50.00</u>
OAK-SJC	1:30	\$18.75 <u>37.50</u>	DCA-IAD	0:45	\$9.38 <u>18.75</u>
SEA-BFI	0:30	\$6.25 <u>12.50</u>	LGW-LHR	2:00	\$25 <u>50.00</u>
KIX-ITM	1:15	\$15.63 <u>31.25</u>			

4. A pilot who deadheads by surface transportation between airport pairings not listed in **Section 8 B. 3.** will be paid ~~\$12.50~~25.00 per hour of travel time, on a minute by minute basis.

Exception: A pilot who deadheads by surface transportation between airports separated by more than 30 road miles either immediately before or immediately after a military charter operation (whether or not an intervening layover occurred) will be paid one hour of pay.

5. If the Company utilizes two or more airports in other areas, either the Company or the Association may initiate conferences for the purpose of establishing ground travel time(s). If a travel time is not agreed upon within 30 days of the initiation of such conferences, the issue of the travel time will be submitted to the Delta Pilots' System Board of Adjustment, sitting with a neutral arbitrator, for determination. Pending a decision of the Board, the travel time will be the American Automobile Association published travel times.

C. Effect on Duty Rigs

~~1.—Reserved.~~

~~2.~~ When a pilot deadheads by air transportation at the beginning of a duty period, his report, for calculation of rotation credit and duty period credit, will be the report under **Section 2 A. 228.**

~~3.~~ When a pilot deadheads by surface transportation at the beginning of a duty period, his report for calculation of rotation credit and duty period credit, will be the scheduled departure time of the surface transportation.

~~4.~~ When a pilot deadheads by surface transportation at the end of a rotation, his release, for calculation of rotation credit and duty period credit, will be extended by the travel times in **Section 8 B. 3. and 5.,** regardless of the actual travel time.

Section 8 - Deadheading

D. Modes of Transportation

1. A pilot will not be required to deadhead on an air carrier experiencing a labor dispute (strike) by pilots.
2. A pilot will not be required to deadhead on an air carrier experiencing a labor dispute (strike) by employees other than pilots, except in emergency situations. This does not preclude such deadheading as may be required to prevent disruption of the Company flight schedules.
3. A pilot who is scheduled to deadhead at the end of a rotation will be booked on the flight(s) scheduled to return him to his base as soon as possible.
4. A pilot who is scheduled to deadhead to a layover at the end of a duty period in which he has performed flying, will be booked on the flight(s) scheduled to place him at his layover as soon as possible.
5. At the time of publication of the bid package, a deadhead flight segment that is followed by an ocean crossing flight segment within a single duty period will be scheduled to arrive at least 90 minutes prior to the scheduled departure of the ocean crossing flight segment.
6. When a rotation containing a deadhead flight segment followed by an ocean crossing flight segment is created after publication of the bid package, the Company will schedule the deadhead flight segment to arrive at least 90 minutes prior to the scheduled departure of the ocean crossing flight segment in the same duty period.
Exception one: If the deadhead flight segment cannot be scheduled to arrive at least 90 minutes prior to the scheduled departure of the ocean crossing flight segment, then the Company will schedule a break in duty, if possible, prior to the report for the ocean crossing flight segment.
Exception two: If the Company cannot schedule the break in duty in **Section 8 D. 6. Exception one**, then the deadhead flight segment may be scheduled to arrive less than 90 minutes prior to the scheduled departure of the ocean crossing flight segment in the same duty period, subject to the following:
 - a. If the ocean crossing flight segment is scheduled to utilize a relief pilot or relief crew, the Captain will be provided the option of having the scheduled departure of the ocean crossing flight segment delayed to no earlier than 90 after the scheduled arrival of the deadhead flight segment.
 - b. If the ocean crossing flight segment is not scheduled to utilize a relief pilot or relief crew, the scheduled departure of the ocean crossing flight segment will be delayed to no earlier than 90 after the scheduled arrival of the deadhead flight segment.Note: The Captain will be informed of any new scheduled departure time under **Section 8 D. 6. Exception two**.

E. Off-Rotation Deadheads

1. A regular pilot may utilize an off-rotation deadhead at the beginning or end of a rotation.
2. A regular pilot is required to notify Crew Scheduling of an off-rotation deadhead at the beginning of a rotation within the 24 hours preceding the report of the scheduled deadhead segment.

Section 8 - Deadheading

- 1 3. A reserve pilot may utilize an off-rotation deadhead at the end of a rotation. He may
2 utilize an off-rotation deadhead at the beginning of a rotation only with permission from
3 Crew Scheduling.
- 4 4. A pilot who utilizes an off-rotation deadhead at the end of a rotation is required to give
5 prior notification to Crew Scheduling. Such notice must be given as soon as possible
6 after the arrival of the pilot's last flying segment prior to his scheduled deadhead. Such
7 notice will be given via a voice response unit (VRU) or, at pilot option, via a call to Crew
8 Scheduling.
- 9 5. A pilot who utilizes an off-rotation deadhead at the beginning of a rotation is required to
10 report for duty at the departure airport of the first non-deadhead segment as follows:
11 a. one hour before the scheduled departure time of the first non-deadhead segment, or
12 b. one hour and 30 minutes before the scheduled departure time of the first non-
13 deadhead segment if that segment includes an ocean crossing.
- 14 6. The maximum on-duty time of a pilot who utilizes an off-rotation deadhead at the
15 beginning of his rotation will be determined using the report in **Section 8 E. 5.**, or, if the
16 pilot is given prior notice, the adjusted time.
- 17 7. The in-base break-in-duty under **Section 12 G.** for a pilot who utilizes an off-rotation
18 deadhead at the end of a rotation will be determined using the scheduled release of such
19 rotation.
- 20 8. A pilot who utilizes an off-rotation deadhead to travel from his base, or from a domestic
21 airport or an airport in the Hawaiian Islands (other than his base), in the vicinity of his
22 permanent residence at the beginning of a rotation will be provided positive space on-line
23 transportation if:
24 a. Company Business travel can be booked in TravelNet without overbooking,
25 b. the routing does not pass through the pilot's base,
26 c. the routing does not exceed the number of deadhead segments originally scheduled,
27 d. the routing is scheduled to arrive at a reasonable time before his required report under
28 **Section 8 E. 5.**, and
29 e. the routing provides for a subsequent flight that is scheduled to arrive at a reasonable
30 time before his required report under **Section 8 E. 5.** if the pilot's originally scheduled
31 routing provided for such a subsequent flight.
32 Note one: A pilot who utilizes an off-rotation deadhead under **Section 8 E. 8.** may
33 attempt his booking at any time within 14 days of the report of his rotation.
34 Note two: A pilot who utilizes an off-rotation deadhead at the beginning of a rotation
35 that does not satisfy the requirements of **Section 8 E. 8.** will be responsible for his
36 transportation.
37 Note three: A pilot who is provided a positive space reservation for an off-rotation
38 deadhead under **Section 8 E. 8.** will make every effort to cancel such reservation in
39 TravelNet if the pilot no longer requires or intends to use the reservation.
- 40 9. A pilot who utilizes an off-rotation deadhead at the end of a rotation to travel to:
41 a. his base prior to his scheduled deadhead will be provided positive space on-line
42 transportation if sales are authorized at the time of his attempted booking.
43 b. a domestic airport or an airport in the Hawaiian Islands (other than his base) in the
44 vicinity of his permanent residence will be provided positive space on-line
45 transportation if:
46 1) sales are authorized at the time of the attempted booking,

Section 8 - Deadheading

- 1 2) the routing does not pass through the pilot's base,
- 2 3) the routing does not exceed the number of deadhead segments scheduled, and
- 3 4) the flight segment(s) departs:
 - 4 a) prior to the originally scheduled deadhead, or
 - 5 b) on the same day as the originally scheduled deadhead.

6 Note one: A pilot deadheading under **Section 8 E. 9.** may attempt his booking at any
7 time after the report of his rotation.

8 Note two: A pilot who utilizes an off-rotation deadhead at the end of a rotation that does
9 not satisfy the requirements of **Section 8 E. 9.** will be responsible for his transportation.

10 Note three: A pilot who is provided a positive space reservation for an off-rotation
11 deadhead under **Section 8 E. 9.** will make every effort to cancel such reservation in
12 TravelNet if the pilot no longer requires or intends to use the reservation.

13 10. Effect on per diem

- 14 a. When a pilot utilizes an off-rotation deadhead at the beginning of a rotation, his time
15 away from base begins at ~~the later of his actual report or the~~ scheduled report under
16 **Section 8 E. 52 A. 228.**
- 17 b. When a pilot utilizes an off-rotation deadhead at the end of a rotation, his time away
18 from base ends upon his release from his last non-deadhead segment.

19 11. A pilot who utilizes an off-rotation deadhead will be provided lodging as shown on his
20 rotation.

- 21 12. Upon his request and provided sales are authorized at the time of attempted booking, a
22 pilot awarded a MAC rotation will be provided positive space on-line transportation
23 (including DCI) between a domestic airport in the vicinity of his permanent residence
24 and:
 - 25 a. the location (other than his base and subject to maximum scheduled duty time limits)
26 where he joins his rotation, and/or
 - 27 b. the location from where he is scheduled to deadhead back to his base.

28 29 F. General

- 30 1. No deadhead will be booked on the jumpseat.
- 31 2. The Company and Association will meet at the Association's request to review the
32 selection of air carriers for pilot deadheading. The recommendations of the MEC
33 Chairman will be given due consideration by the Company in the selection of such air
34 carriers. An air carrier that is being rejected for safety related reasons for transportation
35 by the United States Department of Defense will not be utilized for pilot deadheading.
- 36 3. A pilot who is scheduled to deadhead on a non-ocean crossing flight segment, as
37 scheduled or rerouted, whose duty period:
 - 38 a. is greater than ten hours, and
 - 39 b. includes a deadhead of at least three hours and 45 minutes block-to-block will be
40 assigned an available seat in the following priority order, at the time the rotation is
41 constructed or the applicable deadhead leg is added to the rotation:
 - 42 1) An aisle seat in an exit row.
 - 43 2) A window seat in an exit row.
 - 44 3) An aisle seat elsewhere in the coach cabin.
 - 45 4) A window seat elsewhere in the coach cabin.

Section 8 - Deadheading

- 1 5) A middle seat in an exit row.
- 2 6) Any seat in the coach cabin.
- 3 4. A pilot who deadheads on any of the following flights, as scheduled or rerouted, will be
- 4 provided business class accommodations under ***Section 16 D.***:
- 5 a. an ocean crossing flight segment.
- 6 b. a flight segment to or from NRT or HND that is scheduled for more than five hours
- 7 and 15 minutes (block-to-block).
- 8 Note: If the aircraft is not configured with business class, such pilot will be provided first
- 9 class accommodations.

1 SECTION 9

2
3 MISCELLANEOUS FLYING

4
5 A. Definitions

- 6
7 1. "Functional check flight" (FCF) means flying that involves the planned use of abnormal
8 or "special" checklists and/or determinations of the airworthiness of major system items
9 or troubleshooting.
10 2. "Verification flight" (VF) means flying that is performed to determine whether a
11 maintenance repair action has successfully resolved the pertinent problem, provided such
12 flying does not involve:
13 a. the planned use of abnormal or special checklists, or
14 b. determinations of the airworthiness of major system items or troubleshooting.

15
16 B. Pay and Credit

- 17
18 1. A pilot will be paid his composite hourly rate on all scheduled and all non-scheduled
19 flights.
20 2. An administrative pilot may fly a rotation or portion of a rotation that is removed from
21 open time. The pilot(s) who would otherwise have performed such flying will not
22 receive pay protection if such rotation:
23 a. was removed from open time within 96 hours of report, and
24 b. was available for at least one PCS run.
25 Exception: If such rotation is in same day or next day open time, then a PCS run is not
26 required.

27
28 C. Professional and Personal Flying

- 29
30 1. A pilot will devote his entire professional flying service to the Company.
31 2. A pilot may affiliate with the United States Armed Services.

32
33 D. Certificate Requirements

- 34
35 1. A pilot will have all required pilot and medical certificates in his possession when
36 reporting for flight duty.
37 2. A pilot will submit a copy of his most current medical certificate in accordance with the
38 Flight Operations Manual. The certificate must be received on or before the 25th of the
39 month during which his medical certificate expires.
40 3. A pilot will not be paid or credited for any rotation or guarantee unless his certificates are
41 valid and correctly documented in DBMS.
42 Exception one: A Chief Pilot, the Director - Line Operations, or the Managing Director -
43 Flying Operations may waive these requirements due to extraordinary circumstances.
44 Exception two: A pilot who has fully complied with the application procedure provided
45 by the Company for a passport or visa and who has not received such passport or visa in

Section 9 – Miscellaneous Flying

1 the time allotted for such procedure will be paid and credited as shown on his line for a
2 rotation(s) or on-call day(s) dropped due to such delay.

3 4 E. VF & FCF

- 5
- 6 1. The Director-Flight Operations or his designee will be the initial arbiter as to whether a
7 particular assignment fits the definition of a VF or FCF.
 - 8 2. The Captain (or Captain qualified First Officer SLIs) assigned to the FCF must have
9 completed Delta’s FCF training program (“FCF training”) that was designed and
10 implemented through the mutual agreement of the Delta Flight Training Department and
11 a representative of the Delta MEC.
 - 12 3. Captains (or Captain qualified First Officer SLIs) who have completed FCF training will
13 be on the functional check flight corps roster. Captain qualified First Officer SLIs who
14 have permanently returned to the line as First Officers will be removed from the
15 functional check flight corps roster.
 - 16 4. The First Officer position on an FCF may be filled with a right-seat qualified pilot on the
17 FCF roster or will be awarded/assigned under **Section 23 N.** or **O.**
 - 18 5. A pilot will be assigned a VF(s) under **Section 23 N.** or **O.**

1 SECTION 10

2

3 ADMINISTRATIVE PILOTS

4

5 A. Definitions

6

7 “Administrative pilot” means a pilot who is removed from a category for the purpose of
8 performing managerial, supervisory and/or administrative duties for the Company (e.g., a
9 pilot in a payroll department other than 030 or 031).

10 Exception: An instructor who does not perform managerial or supervisory duties (i.e., an
11 instructor in payroll department 052) is not an administrative pilot.

12

13 B. Return to the Line

14

15 An administrative pilot who returns to the line will:

- 16 1. transfer to any category that his seniority allows him to hold, and
- 17 2. convert into such category on the first day of the bid period.

18

19 C. Physical Examinations

20

21 An administrative pilot is covered by the medical review provisions under **Section 15**.

1 SECTION 11

2
3 TRAINING

4
5 A. Definitions

- 6
7 1. “Adjustable run time values” means values of elements (e.g., graphics, reading rates, and
8 keystrokes) that are assigned specific values to be used by the automated run time testing
9 program.
- 10 2. “Advanced Qualification Program” (AQP) means the Company-administered and FAA
11 approved programs for all indoctrination, qualification, requalification, or continuing
12 qualification training at Delta Air Lines.
- 13 ~~23.~~ “Aircrew program designee” (APD) means a pilot who is designated by the FAA to
14 administer type rating evaluations.
- 15 ~~34.~~ “Automated run time testing program” (Crawler) means a computer program which
16 counts and converts significant elements of distributed training content structure to time
17 values according to the schedule in the Automated Run Time Testing Design Document,
18 incorporated by reference herein, as may be amended by the ARTT under *Section 11 B.*
19 9.
- 20 5. “Continuing qualification training” (CQ) means training necessary to maintain position
21 qualification under FAR 121.427 and the Company’s advanced qualification program
22 (AQP) standards.
- 23 46. “Continuous training” means the combination of:
24 a. training, and
25 b. associated periods of interruption of training of three consecutive days or less.
- 26 57. “CQ eligibility period” means a series of three consecutive calendar months in which a
27 pilot is eligible for CQ training.
28 a. “CQ early month” means the first calendar month in a pilot’s CQ eligibility period.
29 b. “CQ base month” means the second calendar month in a pilot’s CQ eligibility period.
30 c. “CQ grace month” means the third calendar month in a pilot’s CQ eligibility period.
- 31 68. “CQ golden days” means a block of five consecutive days during which a pilot will not
32 be scheduled for CQ.
- 33 79. “Distributed training” means training that is accomplished without a classroom, instructor
34 in a classroom, flight training device, flight simulator, or airplane. Distributed training
35 includes training material the Company requires a pilot to complete that cannot be
36 completed in conjunction with the normal course of preparing for flight. Examples of
37 informational materials that are not distributed training include, but are not limited to,
38 manuals updates (e.g., updates to FOM, Operations Manual 1 and 2, QRH, FCTM,
39 Airway Manual), flight crew bulletins, and flight operations bulletins.
- 40 810. “Entry level pilot” means a pilot who has not completed his initial OE at the
41 Company.
- 42 911. “Evaluation” means a check of a pilot’s performance and/or proficiency pursuant
43 to an FAR or as part of the Company’s training including its Advanced Qualification
44 Program (AQP).
- 45 ~~1012.~~ “FAA” means the Federal Aviation Administration.
- 46 ~~1113.~~ “FARs” means the Federal Aviation Regulations.

Section 11 - Training

1 ~~12~~14. “Functional check flight” (FCF) means flying that involves the planned use of
2 abnormal or “special” checklists and/or determinations of the airworthiness of major
3 system items or troubleshooting.

4 15. “LCP/LVP time” means the greater of the actual or scheduled block time of a flight
5 segment on which a pilot performs LCP or LVP duties, as applicable.

6 ~~16~~3. “Line check pilot” (LCP) means a pilot who is:
7 a. selected by the Company and designated by the FAA, and
8 b. authorized to administer evaluations during line operations.

9 ~~14-17.~~ “Line validation pilot” (LVP) means a pilot who is:

10 a. selected by the Company, and
11 b. authorized to administer training and qualifications events during line operations,

12 including, but not limited to:

13 1) Mid-probationary validations,

14 2) Theater Qualifications (TQ), and

15 3) Special Airport Qualifications (SAQ).

16 c. not authorized to administer Captain evaluations during line operations

17 18. “Non-seniority list instructor” (NSLI) means an instructor who is:

18 a. not on the seniority list, or

19 b. currently receiving long term disability benefits under the D&S Plan (including the
20 NWA LTD Plan).

21 ~~15~~19. “OE shadow period” means a period of unavailability that is applied to a pilot’s
22 line prior to initial line awards under **Section 11 F. 8.**, during which an award of a
23 rotation(s) or on-call day(s) will be for pay purposes only. Any such rotation(s) will
24 remain available to be awarded to another pilot in PBS.

25 ~~16~~20. “Operating experience” (OE) means performing the duties of Captain or First
26 Officer under the supervision of an LCP under FAR 121.434 (c) and (f).

27 ~~17~~21. “Proficiency check” (PC) means any of the following validation or evaluation
28 events in the simulator or Flight Training Device administered under the AQP:

29 a. Procedures Validation (PV)

30 b. Maneuvers Validation (MV)

31 c. Line Operational Evaluation (LOE)

32 Note: MV and LOE for a pilot obtaining a type rating are not proficiency checks.

33 ~~18~~22. “Proficiency check pilot” (PCP) means:

34 a. a pilot who is selected by the Company and designated by the FAA and authorized to
35 administer proficiency checks in other than line operations, and/or

36 b. an NSLI who is selected by the Company and designated by the FAA and authorized
37 to administer proficiency checks in other than line operations under **Section 11 D.**

38 ~~19~~23. “Pro rata portion of the ALV” means the ALV for a position divided by the number
39 of days in a bid period.

40 ~~20~~24. “Pro rata portion of the reserve guarantee” means the reserve guarantee for a
41 position divided by the number of days in a bid period.

42 ~~21~~25. “Qualification training” means training necessary to create a position qualification
43 (i.e., initial, transition, upgrade, requalification, transoceanic ground school).

44 ~~22~~26. “Qualified SLI” means an SLI who can function as the instructor of record.

Section 11 - Training

1 ~~2327.~~ 2327. “Quarterly continuing qualification training” (QCQ) means distributed training
2 that is completed quarterly to maintain position qualification under the Company’s
3 advanced qualification program (AQP).

4 ~~28.~~ 28. “Recency” or “recency of experience” means the requirement of a Captain or First
5 Officer to make at least three takeoffs and landings within a 90-day period under FAR
6 121.439.

7 ~~2429.~~ 2429. “Reestablishment of recency” means the training and checking required under FAR
8 121.439 to reestablish qualifications that have lapsed due to lack of recency.

9 ~~2530.~~ 2530. “Rotation guarantee” means the pay guarantee under **Section 4 F**.

10 ~~2631.~~ 2631. “Seniority list instructor” (SLI) means an instructor who is a pilot.

11 Exception: An instructor who is a pilot currently receiving long term disability benefits
12 under the D&S Plan (including the NWA LTD Plan) cannot be an SLI.

13 ~~2732.~~ 2732. “SLI duty period” means one of the following when performed by an SLI:

- 14 a. one FTD or simulator period including brief and debrief.
- 15 b. one training and/or evaluation event in an aircraft including brief and debrief.
- 16 c. a VF(s) and/or an FCF(s), not to exceed 10 hours.
- 17 d. a day of Company business away from his training center.
- 18 e. a duty period of up to 13 scheduled hours and 15 actual hours during which an SLI
19 deadheads to and/or from a training location and performs SLI duties.
- 20 f. a period consisting solely of deadheading to or from a training location.
- 21 g. service as part of a crew complement for one FTD or simulator period, including brief
22 and debrief.
- 23 h. up to eight hours (exclusive of meal break) of office duties or special projects (an
24 “office day”).

25 Note: An SLI may be required to perform any SLI duties during his office day or
26 additional SLI duties that have arisen on short notice during his SLI duty period. Such
27 SLI will be credited with an additional SLI duty period only if he is required to remain on
28 duty in excess of eight hours (exclusive of meal break).

29 ~~2833.~~ 2833. “Theater qualification” means a program for qualification of Captains in a
30 specified area of operation as set forth in the Airway Manual.

31 Note one: The Company will review with the Association any plans to modify the terms
32 and provisions of the theater qualification program set forth in the Airway Manual.

33 Note two: The addition of a new theater that affects 12 or more scheduled round trips per
34 bid period in a category will be subject to the implementation schedule under **Section 11**

35 ~~K.J. 5.~~ K.J. 5. The Company and the Association will meet and confer to agree upon an
36 implementation schedule related to a significant modification of an existing theater.

37 ~~2934.~~ 2934. “Training” means a Company-sponsored program of instruction and/or evaluation
38 required by an AQP, the Company, or the FARs (e.g., recency, qualification training,
39 CQ, distributed training).

40 ~~3035.~~ 3035. “Training day(s)” means a day(s) in which a pilot is scheduled to:

- 41 a. attend continuous training.
- 42 b. travel between his base and the training location.

43 ~~3136.~~ 3136. “Unassigned pilot” means a pilot in excess of PWA staffing requirements who is
44 assigned to an aircraft type and base but does not currently hold a status.

Section 11 - Training

1 ~~3237~~. “Verification flight” (VF) means flying that is performed to determine whether a
2 maintenance repair action has successfully resolved the pertinent problem, provided such
3 flying does not involve:

- 4 a. the planned use of abnormal or special checklists, or
- 5 b. determinations of the airworthiness of major system items or troubleshooting.

7 B. Pay and Credit

9 1. Qualification Training

- 10 a. A regular pilot, while assigned to qualification training:
 - 11 1) will be paid and credited the greater of (or at his option, on a bid period to bid
12 period basis, either of):
 - 13 a) rotations removed during periods of continuous training to:
 - 14 i. accommodate travel between his base and his training location when such
15 training is conducted away from his base, and/or
 - 16 ii. accommodate such training, and/or
 - 17 iii. eliminate an FAR or PWA conflict that arises because of such training,
18 or
 - 19 b) pro rata portion of the ALV at the rate of the highest paying aircraft model
20 shown on his line for each training day including training days on which his
21 schedule shows “OFF” (not scheduled to attend training), or.
 - 22 2) may (if not converted to his new category) be awarded/assigned a white slip, GS,
23 or IA that is scheduled to release prior to commencement of such training. Such
24 pilot will receive, in addition to pay and credit under **Section 11 B. 1. a. 1)**:
 - 25 a) pay and credit for the white slip, or
 - 26 b) pay and credit/no credit (~~under Section 23 U. 1. a.)~~ for the GS, or
 - 27 c) pay, no credit for the IA.
- 28 b. A reserve pilot or an unassigned pilot, while assigned to qualification training, will be
29 paid and credited a pro rata portion of the ALV for each training day, including
30 training days on which his schedule shows “OFF” (not scheduled to attend training),
31 at the rate of the highest paying aircraft model shown on his line or if he has not
32 flown during the bid period, the rate used to establish his reserve guarantee or
33 unassigned pilot guarantee (see **Section 4**).
- 34 c. A pilot, while assigned to qualification training:
 - 35 1) that extends into two or more bid periods, will be paid and credited in each bid
36 period based on the type of line he holds (regular, reserve, or unassigned) in such
37 bid period.
 - 38 2) who completes a rotation on the day in which he commenced training or
39 originates a rotation on a day in which he completes training, will be paid and
40 credited for such rotation in addition to pay and credit under
41 **Section 11 B. 1. a. 1)**.
- 42 d. A pilot whose qualification training is canceled after the date of his line award will be
43 treated as follows:
 - 44 1) A reserve pilot will be assigned to a specially created reserve line.
 - 45 2) A regular pilot will be assigned, at pilot option, to a:
 - 46 a) specially created reserve line covering the period of his scheduled training, or

Section 11 - Training

- 1 b) blank regular line covering the period of his scheduled training.
- 2 3) a pilot who is assigned to a:
- 3 a) blank regular line under **Section 11 B. 1. d. 2) b)** will:
- 4 i. be permitted to construct a line from open time available at the time of
- 5 assignment, without regard to **Section 23 P. 43.**
- 6 ii. not be guaranteed pay and credit for the value of his originally shown
- 7 period of his scheduled training.
- 8 b) specially created reserve line under **Section 11 B. 1. d. 1) or 2) a)** will be
- 9 guaranteed pay and credit for no less than the value of his originally shown
- 10 period of his scheduled training.
- 11 e. A pilot who has not begun qualification training as of his conversion date will be paid
- 12 and credited a pro rata portion of the ALV for each day beginning on his conversion
- 13 date and ending the day prior to the start of his training.
- 14 2. Continuing Qualification Training
- 15 a. A pilot, while assigned to CQ training that was scheduled prior to initial line awards,
- 16 will receive pay, no credit of ~~3:454:00~~ for each training day.
- 17 Note: A reserve pilot's guarantee will be reduced by a pro-rata portion of the reserve
- 18 guarantee for each CQ training day.
- 19 b. A pilot, while assigned to CQ training that was scheduled after initial line awards,
- 20 will receive, pay no credit for the greater of:
- 21 1) ~~3:454:00~~ for each training day, or
- 22 2) rotations removed during periods of continuous training to:
- 23 a) accommodate travel between his base and his training location when such
- 24 training is conducted away from his base, and/or
- 25 b) accommodate such training, and/or
- 26 c) eliminate an FAR or PWA conflict that arises because of such training.
- 27 Note: The projection and/or guarantee of a pilot scheduled for CQ training after
- 28 initial line awards will be adjusted as follows:
- 29 1) A regular pilot's projection and line guarantee will be reduced by the value of a
- 30 rotation(s) that is removed from his line to accommodate scheduled CQ
- 31 training.
- 32 2) A reserve pilot's guarantee will be reduced by a pro rata portion of the reserve
- 33 guarantee for each on-call day removed from his line to accommodate
- 34 scheduled CQ training.
- 35 c. Without pilot consent, the Company will not:
- 36 1) schedule a pilot to undergo CQ on his CQ golden days.
- 37 2) extend a pilot's CQ into his CQ golden days.
- 38 d. The CQ of a pilot who declines an extension into his CQ golden days will be
- 39 rescheduled.
- 40 e. A pilot whose scheduled CQ training days are extended or rescheduled due to his
- 41 failure to successfully complete training will not receive CQ training pay (i.e.,
- 42 ~~3:454:00~~ per day or rotations removed) for such additional training day(s) and
- 43 associated evaluation (see **Section 11 B. 6. and 7.**).
- 44 f. A pilot who completes a rotation on the day in which he commenced training or
- 45 originates a rotation on the day he completes CQ training will be paid and credited for
- 46 such flying in addition to pay and credit under **Section 11 B. 2. a.**

Section 11 - Training

3. Maintaining Recency

a. A regular pilot on his day(s)-off or a reserve pilot who is designated by the Company to satisfy his recency of experience requirement:

1) in a simulator, will receive pay, no credit of ~~3:454:00~~ per day.

Note: Recency can extend into a second day if the simulator period and travel are not both scheduled to occur within the maximum scheduled duty time under **Section 12 D. 1.**, based on a 30 minute report and block-in.

2) on a rotation, will receive pay, no credit of ~~3:454:00~~ regardless of the number of duty periods involved.

b. The reserve guarantee of a pilot who is designated to satisfy his recency of experience requirement on an on-call day will be reduced by a pro rata portion of the reserve guarantee for each on-call day for which he receives recency of experience pay.

c. A regular pilot who is designated to satisfy his recency of experience requirement on a rotation that conflicts with a rotation on his line will be removed from such conflicting rotation:

1) will be subject to **Section 4 F.** (Rotation Guarantee), and

2) may be required to fly the balance of such removed rotation.

4. Reestablishment of Recency

a. A pilot who has lost his recency due to his illness, or facility or equipment unavailability, and who is designated by the Company for training to reestablish his recency will receive:

1) if he is a reserve pilot, pay, no credit of ~~3:454:00~~ for each day of such training, and will have his reserve guarantee reduced by a pro rata portion of the reserve guarantee for each day of such training on his on-call day(s),

2) if he is a regular pilot who is returning from illness or has elected to receive such training on his day(s)-off, pay, no credit of ~~3:454:00~~ for each day of such training on his day(s)-off, or

3) if he is a regular pilot, a rotation guarantee under **Section 4 F.** for any rotation (or portion thereof) removed from his line due to his loss of recency or that conflicts with such training. Such pilot may be required to fly the balance of such conflicting removed rotation.

b. A pilot who has lost his recency due to his unavailability for any reason other than his illness, and who is designated by the Company for training to reestablish his recency, will receive pay, no credit of ~~3:454:00~~ for each day of such training, and:

1) if he is a reserve pilot, will have his reserve guarantee reduced by a pro rata portion of the reserve guarantee for each on-call day(s) during the period beginning on the day he lost his recency and ending on the day it was reestablished, or

2) if he is a regular pilot, will not receive a rotation guarantee under **Section 4 F.** for any rotation removed from his line that originates during the period of time beginning on the day he lost his recency and ending at the time it was reestablished.

Section 11 - Training

5. Operating Experience

- 1 a. A pilot who is assigned to OE will, at his election, be paid and credited the value of:
2 1) his OE rotation(s) flown at the rate applicable to the aircraft model(s) flown, or
3 2) the rotation(s) removed to accommodate his OE, at the rate applicable to the
4 aircraft model(s) flown.
5

6 Note: Such pilot will be paid and credited the greater of **Section 11 B. 5. a. 1) or 2)** if
7 he does not make an election.

- 8 b. The reserve guarantee of a pilot assigned to OE who has not yet converted to his new
9 category will be based upon the category he held at the time of his OE.

- 10 c. A pilot who has been converted into his new category, completed simulator training,
11 but has not completed OE, will:

- 12 1) not be eligible to be awarded or assigned flying, other than his initial line of time
13 or his OE/TOE rotation(s). Such pilot may not fly a rotation other than his
14 OE/TOE rotation(s).

15 Exception: A pilot who is converting to a B-767 category, who has completed the
16 domestic portion of his OE, but who has not completed TOE will be eligible to be
17 awarded/assigned and fly a rotation(s) that does not contain an ocean crossing and
18 that does not conflict with his OE shadow period or his scheduled TOE as follows:

- 19 a) If he holds a regular line, he will be obligated to fly such rotation(s) or
20 portion thereof on his initial line of time that are scheduled to operate
21 entirely within the ten-day period following the end of his OE shadow
22 period.
23 b) If he holds a reserve line, he may be assigned such rotation(s) under **Section**
24 **23 S.**, if they are scheduled to operate entirely within the ten-day period
25 following the end of his OE shadow period.
26 c) He may be inversely assigned such rotation(s) under **Section 23 R.**, if they
27 are scheduled to operate entirely within the ten-day period following the end
28 of his OE shadow period.
29 d) He may be awarded such rotation(s) under **Section 23 F., H., J., N., O., P.,**
30 **Q., or T.**

- 31 2) receive an OE look-back guarantee that is equivalent to a pro rata portion of the
32 ALV under **Section 11 B. 5. d.**, during:

- 33 a) the regular line portion of his line in the bid period in which he completes
34 simulator training, and
35 b) each subsequent bid period in which he holds a regular line until the end of
36 the bid period in which he completes OE.

- 37 d. The OE look-back guarantee under **Section 11 B. 5. c. 2)** will be applied as follows:

- 38 1) At the end of the bid period, for each day prior to the completion of his OE, a
39 pilot will receive the greater of:

- 40 a) pay and credit equivalent to a pro rata portion of the ALV, as adjusted in
41 **Section 11 B. 5. d. 2)**, or
42 b) his accumulated pay and credit.

- 43 2) Such pilot will not receive a pro rata portion of the ALV for a day that is a
44 personal drop(s), vacation day(s) or unpaid leave(s) of absence.

- 45 3) The OE look-back guarantee will not cause a pilot's total pay and credit for the
46 bid period to exceed the ALV, as adjusted.

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e. Example 1.

1) Assumptions:

- a) The pilot is an MD-88A who undergoes qualification training for B-767A.
- b) The pilot was not converted into the B-767A before June 1st.
- c) The pilot begins B-767A training on May 16th.
- d) The pilot is scheduled to complete simulator training on June 10th.
- e) The pilot undergoes and completes OE June 15th – 22nd.
- f) The pilot has previously flown in an international category.

2) Results:

- a) Because the pilot remains MD-88A for the May bid period, he bids an MD-88A line; he is awarded a line with qualification training for the period May 16th – May 31st. For the period May 1st – May 15th the pilot is paid for rotations flown (if awarded a regular line), or the greater of 1/31 of the reserve guarantee for each day of the period or rotations flown (if awarded a reserve line). For the period May 16th – May 31st the pilot is paid a pro rata portion of the ALV.
- b) Because the pilot is scheduled to complete simulator training before June 16th, he converts to B-767A on June 1st, under **Section 22 E. 6. a. 1).**
- c) Because the pilot is B-767A for the June bid period, he bids a B-767A line; he is awarded a line with qualification training for the period June 1st – June 10th and an OE shadow period June 11th – June 21st, under **Section 22 C. 4.** Rotation(s) (if awarded a regular line) that his seniority permits him to hold and that conflict with his OE shadow period will be paid and credited as shown in **Section 11 B. 12.**
- d) The pilot is paid and credited a pro rata portion of the ALV for the period June 1st – June 10th, under **Section 11 B. 1.**
- e) If the pilot was awarded a:
 - i) regular line, he is paid and credited for the greater of each rotation flown during OE or rotation(s) removed to accommodate such OE rotation under **Section 11 B. 5. a.**
 - ii) reserve line, he is paid and credited the greater of 1/30 of the reserve guarantee for each day of the period June 11th – June 30th or rotations flown.

f. Example 2.

1) Assumptions:

- a) The pilot is an MD-88A who undergoes qualification training for B-767A.
- b) The pilot was not converted into the B-767A before June 1st.
- c) The pilot is scheduled to complete simulator training on June 18th.
- d) The pilot is awarded a regular B-767A line in July.
- e) The pilot undergoes and completes OE July 14-18.
- f) The pilot was previously qualified in transoceanic operations.

2) Results:

- a) Because the pilot is scheduled to complete simulator training after June 16th, he remains MD-88A in the June bid period and converts to B-767A on July 1st under **Section 22 E. 6. a. 1).**

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- 1 b) Because he held MD-88A for the June bid period, he bid a June MD-88A line;
2 he was awarded a line with qualification training for the period June 1st – June
3 18th and an OE shadow period June 19th – June 29th, under **Section 22 C. 4.**
4 c) During the period from June 1st through June 18th, he is paid and credited a
5 pro rata portion of the ALV under **Section 11 B. 1.**
6 d) During the period from June 19th through June 30th, he is paid and credited the
7 value of the MD-88A rotations removed under **Section 11 B. 12.** (if awarded a
8 regular line) or 1/30 of the reserve guarantee for each day of the period (if
9 awarded a reserve line).

10 Note: If the pilot was awarded a reserve line, he would have no reserve
11 obligation.

- 12 e) Because he is B-767A for the July bid period, he bid a July B-767A line.
13 f) If he is awarded a regular line for July:
14 i) From July 1st through July 18th, the B-767A rotations on his line are
15 removed.
16 ii) The pilot is paid and credited as shown in **Section 11 B. 12.**
17 iii) At the end of the July bid period, the OE look-back guarantee will be
18 applied for the period from July 1st through July 18th under **Section 11 B.**
19 **5. d. 3).**
20 g) If he is awarded a reserve line for July, he is paid and credited the greater of
21 the reserve guarantee or rotations flown.
22 Note: He would have no reserve obligation until the completion of his OE.
23 h) Because the pilot did not convert to B-767A until July 1st, the OE look-back
24 guarantee does not apply to the June bid period.

- 25 6. A pilot who fails to satisfactorily complete a proficiency check/OE will be paid and
26 credited his-line guaranteea pro rata portion of the ALV for each day (excluding sick
27 leave) until the completion of the proficiency check/OE or 30 days, whichever occurs
28 first.

29 Note: The 30-day period will be extended to the date of disposition of the pilot's case by
30 the Company, if such disposition occurs more than 30 days after the failure to complete
31 the proficiency check/OE.

- 32 7. A pilot who needs additional training to achieve proficiency following a maneuvers
33 validation and/or LOE will be paid and credited his-line guaranteea pro rata portion of the
34 ALV for each day (excluding sick leave) until the completion of such training/evaluation.
35 8. A volunteer line pilot who serves as a part of a crew complement in a flight simulator
36 and/or level five or higher FTD training/evaluations will receive:
37 a. 3:454:00 pay, no credit, for each simulator and/or FTD period on a regular line day-
38 off or reserve X-day, and
39 b. 5:00 pay and credit for each simulator and/or FTD period on a reserve on-call day.

99. Distributed Training

- 41 a. A pilot will receive one minute of pay for every two minutes (as determined by run
42 time) under Section 11 B. 9. b. – d.) of distributed training. ~~In the event run time~~
43 ~~cannot be determined by starting the program and running it to completion, the run~~
44 ~~time will be established by a panel of five pilots who are mutually acceptable to the~~
45 ~~Company and the MEC Training Committee Chairman. The panel will be timed as~~
46 ~~they complete the distributed training material and after discarding the high and the~~

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~~low completion time, the remaining three completion times will be averaged to determine the run time.~~

Note: A pilot who does not complete his assigned distributed training prior to commencement of non-distributed training will not receive training pay under **Section 11 B.** until he has completed such distributed training and commences such non-distributed training. Such pilot will be paid and credited his line guarantee until he commences such non-distributed training.

b. Oversight and administration of automated run-time testing for all distributed training programs will be the responsibility of the Automated Run-Time Team (ARTT).

1) The ARTT will:

a) be comprised of two members appointed by the Company and two members appointed by the Association. The Association will not be liable for flight pay and benefit override reimbursement to the Company under **Section 24 J. 3.** for Association-appointed members of the ARTT.

b) meet and confer quarterly or at other mutually agreed upon times to discuss distributed training products and issues.

c) agree upon run time determination of any distributed training content that has not been previously programmed into the Crawler.

d) agree upon values for any new elements or content that have not previously been assigned a value.

2) Any changes to current run-time values (including values for new elements) or course structure will require the consent of the ARTT.

3) The ARTT will meet at least two weeks prior to the duplication and distribution of a QCQ product to review:

a) QCQ data from the previous quarter and resolve any issues.

b) automated run time test results for the upcoming QCQ product.

c) future QCQ content under development.

4) Any new:

a) QCQ element or training content not currently used or programmed will be provided to the Association for review at least two quarters prior to being introduced.

b) distributed training element or content, other than QCQ, not currently used or programmed will be provided to the Association for review as soon as practicable prior to being introduced.

c. If content in a distributed training program can be:

1) timed by starting the program and running it to completion, e.g., a video, then this will establish the run-time of that training content.

2) objectively counted by using the Crawler, run-times will be determined using content time values agreed upon by the parties.

d. If the run-time of a distributed training program cannot be determined under **Section 11 B. 9. c.**, or if an agreement cannot be reached by the ARTT on run-time values created by the crawler for new distributed training elements or a change in course structure, then a run-time test will be conducted by a panel of five pilots who are mutually acceptable to the Company and the MEC Training Committee Chairman. The five-man run-time test will be timed and, after discarding the high and the low

Section 11 - Training

- 1 completion times, the remaining three completion times will be averaged to determine
2 the run-time.
- 3 e. If the run-time of a distributed training lesson that applies the same objectives to
4 multiple fleets' distributed training programs cannot be determined under **Section 11**
5 **B. 9. c.**, or if an agreement cannot be reached by the ARTT on run-time values
6 created by the crawler for new distributed training elements or a change in course
7 structure, then a run-time test will be administered, with the ARTT assigning one
8 individual tester each to a unique fleet, but no more testers in total than the number of
9 fleets affected. The completion times will then be averaged to determine the run time
10 that will be applied to such lesson in each of the individual fleet's distributed training
11 programs that utilize such lesson.
- 12 Exception: If four or fewer fleets are affected, a five-man test with individuals
13 chosen from each of the affected fleets will be utilized.
- 14 10. A pilot who is scheduled for and attends an In-Command Seminar or run time trial for the
15 determination of distributed training run time will be paid ~~3:454:00~~ pay, no credit for
16 each day of attendance and related travel.
- 17 11. A pilot (excluding an LCP, PCP, or administrative pilot) who attends any scheduled
18 training that does not have a corresponding pay treatment under **Section 11 B.** will be
19 paid and credited in the same manner as CQ.
- 20

Section 11 - Training

1 12. Conversion after training/OE pay and credit examples

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a. Example 1

Date	Rotations removed	Event	Effect
3-18		Sim Check	Pilot paid and credited under Section 11 B. 1.
3-19			
3-20			
3-21			
3-22	3202A		Pilot paid and credited under Section 4 E.
3-23	3202B		
3-24	3202C		
3-25	3202D		
3-26			
3-27			
3-28	3203A	OE	Pilot paid and credited under Section 11 B. 5.
3-29	3203B	OE	
3-30		OE	
3-31		OE	
4-1	4201A		See Note 2 below
4-2	4201B		
4-3	4201C		
4-4	4201D		

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Notes:

- 1) The pilot converts to his new category on April 1st.
- 2) If OE was scheduled:
 - a) before April line bidding, rotation 4201 would be removed due to an FAR conflict. The pilot would not be paid and credited for rotation 4201.
 - b) after April line bidding, rotation 4201 would be removed to accommodate OE. The pilot would be paid and credited for rotation 4201 under **Section 11 B. 5.**

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b. Example 2

Date	Rotations removed	Event	Effect
3-18		Sim Check	Pilot paid and credited under Section 11 B. 1.
3-19			
3-20			
3-21			
3-22	3202A		Pilot paid and credited under Section 11 B. 5.
3-23	3202B		
3-24	3202C	OE	
3-25	3202D	OE	
3-26		OE	
3-27			
3-28			
3-29	3203A		Pilot paid and credited under Section 4 E.
3-30	3203B		
3-31	3203C		
4-1	3203D		Pilot is not paid or credited for D day of rotation 3203

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Note: The pilot converts to his new category on April 1st.

c. Example 3

Date	Rotations removed	Event
3-19		Training
3-20		Training
3-21		Sim check
3-22	3202A	
3-23	3202B	
3-24	3202C	
3-25	3202D	

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Notes:

- 1) The pilot converts to his new category on April 1st.
- 2) The pilot would not have been “legal to fly” rotation 3202 due to an FAR 30-in-168 conflict.

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- 3) The pilot will be paid and credited the greater of:
 - a) a pro rata portion of the ALV for the period 3-1 through 3-21 or,
 - b) the rotations removed during the period 3-1 through 3-25.

C. Seniority List Instructors and Line Check Pilots

- 1. An SLI will:
 - a. perform Maneuvers Validations (MV) and Line Oriented Evaluations (LOE) of Captains and First Officers obtaining a type rating.
Exception: Personnel employed or contracted by an aircraft manufacturer may perform evaluations in connection with the introduction of a new aircraft type or aircraft model during a period ending on the 180th day after the in-service date of such new aircraft type or aircraft model.
 - b. perform all training and checking of pilots in an aircraft.
Exception: Personnel employed or contracted by an aircraft manufacturer may perform aircraft training and checking in connection with the introduction of a new aircraft type or aircraft model during a period ending on the 180th day after the in-service date of such new aircraft type or aircraft model.
 - c. while assigned to active duty in the Training Department:
 - 1) not be eligible to submit and be awarded a white slip.
 - 2) be eligible to submit and be awarded a GS to fly as:
 - a) Captain in a category that includes the aircraft type on which he instructs if he can hold Captain on such aircraft type, and
 - b) First Officer in a category that includes the aircraft type on which he instructs.
- 2. During each vacation year (April 1st – March 31st), each qualified SLI will return to line flying for a minimum of three full bid periods (prorated*) and must fly at least 120 credit hours (prorated*) on the aircraft type in which he is an SLI.

*Proration Schedule:

Projected bid Periods as QSLI in vacation year	Minimum bid periods returned	Minimum Annual Credit Hours
0-2	0	0
3-6	1	40
7-10	2	80
11-12	3	120

- 3. When returning to the line under **Section 11 C. 2.**:
 - a. a Captain SLI whose seniority permits him to hold:
 - 1) Captain (on the aircraft type in which he is an SLI at any base) will fly as Captain at the base of his choice.
 - 2) First Officer, but not Captain (on the aircraft type in which he is an SLI) will fly as First Officer at the base of his choice.
 - b. a First Officer SLI whose seniority permits him to hold:

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- 1 1) Captain (on the aircraft type in which he is an SLI) will fly as Captain or First
2 Officer at the base of his choice.
- 3 2) First Officer, but not Captain (on the aircraft type in which he is an SLI) will fly
4 as First Officer at the base of his choice.
- 5 c. an SLI whose seniority does not permit him to hold First Officer (on the aircraft type
6 in which he is an SLI at any base) will fly as the junior First Officer at the base of his
7 choice.
- 8 d. the provisions of the PWA will apply to an SLI.
9 Exception: When returned to the line under **Section 11 C. 2.**, an SLI:
- 10 1) will be paid at his hourly SLI rate.
- 11 2) will be permitted to use his full service bank to be paid up to 85 hours flight pay
12 in a bid period.
- 13 3) may be proffered the opportunity to work an SLI duty period(s) on up to seven
14 days in the Training Department.
- 15 e. an SLI who works in the Training Department under **Section 11 C. 3. d. Exception 3)**
16 will be paid the greater of:
- 17 1) 5:00 for each ~~such day~~ SLI duty period, or
- 18 2) the value of the rotation(s) removed.
- 19 Note: An SLI paid the value of rotations removed under **Section 11 C. 3. e. 2)** will be
20 credited with the scheduled time of the rotation(s) removed for all purposes of the
21 PWA except the minimum annual credit hours requirement under **Section 11 C. 2.**
- 22 f. An SLI may be placed on a rotation that was awarded or assigned to another pilot for
23 the purpose of satisfying the minimum annual credit hour requirement under
24 **Section 11 C. 2.**
- 25 4. An SLI will not train or evaluate unless he has satisfied the minimum annual credit hour
26 requirement under **Section 11 C. 2.**
- 27 Exception: This provision will not apply if the reason for an SLI's non-compliance with
28 the minimum annual credit requirement arises out of his sickness.
- 29 5. An SLI will not train or evaluate unless he has satisfied the minimum bid period
30 requirement under **Section 11 C. 2.**
- 31 Exception: This provision will not apply if the reason for an SLI's non-compliance with
32 the minimum bid period requirement arises out of:
- 33 a. his sickness, or
- 34 b. the inability of the Training Department to meet training requirements.
- 35 6. When the Company utilizes an SLI to fly a rotation, or portion thereof, that was awarded
36 or assigned to another pilot:
- 37 a. the Company will pay and credit the pilot(s) who would otherwise have performed
38 such flying.
- 39 Exception: The Company will not pay and credit the pilot(s) who would otherwise
40 have performed such flying, if it was a rotation described under **Section 23 I. 1215.**
- 41 b. while the SLI is assigned to the Training Department, such utilization may be to buy a
42 Captain rotation for a First Officer SLI or to buy a First Officer rotation for a Captain
43 SLI.
- 44 Note: The provisions of **Section 11 C. 6.** do not apply to an SLI who is awarded a GS
45 under **Section 11 C. 1. c. 2).**

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- 1 7. An SLI must give the Company at least ~~60~~90 days advance written notice before the first
2 day of the bid period in which he desires to return to the line on a permanent basis (i.e.,
3 other than to comply with **Section 11 C. 2.**). The Company may return an SLI to the line
4 on a permanent basis with at any time, without least 60 days' prior notice. In either case,
5 the SLI will be afforded the following options to return to the line:
 - 6 a. An SLI may enter a category in which a junior pilot has either been converted or
7 received an advance entitlement while the SLI was assigned to the Training
8 Department and incur a category freeze under **Section 22 G.** If the SLI returns to a
9 category in which a junior pilot:
 - 10 1) was converted, the SLI will immediately be converted into that category.
 - 11 2) holds an advance entitlement, the SLI will:
 - 12 a) return to the category he held immediately prior to entering the Training
13 Department, and
 - 14 b) be converted in seniority order among other pilots being converted under the
15 bid award.
 - 16 b. An SLI who is senior to at least one pilot in the category he held immediately prior to
17 entering the Training Department may return to such category without incurring a
18 category freeze.
 - 19 c. An SLI who is unable to exercise the options in **Section 11 C. 7. a. or b.**, may enter a
20 category in which there is a junior pilot without incurring a category freeze.
- 21 8. An SLI will not train Captains or First Officers unless he has a minimum of 1,000 hours
22 of FAR 121 PIC or SIC experience, of which 750 hours is PIC or SIC experience at the
23 Company.
24 Exception: The above requirements will not apply to a pilot who was an SLI on June 21,
25 2001 or a former NWA pilot who was considered a qualified NWA Seniority List
26 Instructor (SLI) on the day prior to October 30, 2008.
- 27 9. A minimum of 30% of SLIs who train Captains or First Officers will have at least 500
28 hours of PIC experience at the Company.
- 29 10. The Company will replace an aircraft or simulator instructor upon a pilot's verbal
30 request. The pilot will, as soon as possible thereafter, submit a written confirmation of
31 the request that explains the basis of the request.
- 32 11. The Company will grant a pilot's request to replace an LCP conducting his OE, if the
33 request is made after his OE begins.
- 34 12. Line check pilot and proficiency check pilot.
 - 35 a. An LCP will not conduct a PIC line check and/or proficiency check unless he has a
36 minimum of:
 - 37 1) 1000 hours of flight experience as PIC for the Company, or
 - 38 2) 1000 hours of flight experience as PIC and/or SIC on the aircraft type.
 - 39 Exception one: LCP minimum requirements may be waived or modified in specific
40 instances by mutual agreement between the Company and the MEC Chairman.
 - 41 Exception two: The above requirements will not apply to a former NWA pilot who
42 was considered a qualified NWA Line Check Pilot (LCP) on the day prior to October
43 30, 2008.

1 b. An LCP or LVP:

- 2 1) will be paid at ~~115% of the rate applicable to the position he holds~~ determined
3 under Section 11 C. 12. b. Note for the greater of the actual or scheduled block
4 time of a flight segment(s) when he performs LCP or LVP duties on such
5 segment(s) in a rotation:
6 a) on which he was scheduled to be an operating crewmember, or
7 b) which occurred during a reserve on-call day.
8 2) who is removed from a rotation(s) on which he was scheduled to be an operating
9 crewmember to perform LCP or LVP duties will be paid the greater of the dollar
10 value of the:
11 a) scheduled credit of the rotation(s) removed, or
12 b) actual credit of the rotation(s) flown, with the block time of the flight
13 segment(s) on which he performs LCP or LVP duties computed at ~~115% of~~
14 the rate ~~applicable to the position he holds~~ determined under Section 11 C. 12.
15 b. Note.

16 Note: An LCP removed from his line to perform line checks will be paid under
17 Section 11 C. 12. b. 2) a) or b).

- 18 3) who on a voluntary basis, by mutual agreement between the pilot and the
19 Company, performs LCP or LVP duties on his day(s)-off (as indicated on his line)
20 will be paid for his duty period no less than the dollar value of the greater of the
21 actual or scheduled block time of the flight segment(s) on which he performs LCP
22 or LVP duties, computed at ~~115% of the rate applicable to the position he~~
23 ~~holds~~ determined under Section 11 C. 12. b. Note.
24 4) may perform LCP or LVP duties in a position other than the position he holds. At
25 the Company's discretion, a pilot who has volunteered and was an LCP or LVP in
26 his previous position, may serve as an LCP or LVP in his previous position. Such
27 LCP or LVP will not be considered when determining the Company's compliance
28 with **Section 22 C.** for the previous position in which he is performing LCP or
29 LVP duties. In such a circumstance, the LCP or LVP will be paid under **Section**
30 11 C. 12. b. 1), 2), or 3) (whichever is applicable) based on the greater of the rate
31 applicable to the position he holds, or the rate applicable to the position in which
32 he performs LCP ~~duties~~ or LVP duties, and as determined under Section 11 C. 12.
33 b. Note.

34 Note: The rate of pay under Section 11 C. 12. b. will be the rate applicable to the
35 LCP or LVP's position and longevity, plus:

- 36 1) 15% of the rate of the highest paying aircraft type in the Company's fleet
37 applicable to the LCP or LVP's status and longevity for LCP or LVP duties
38 performed up to the 85th percentile of monthly LCP/LVP time per LCP or LVP,
39 as applicable, in his position in the least recent 12 of the previous 13 bid
40 periods.
41 2) 30% of the rate of the highest paying aircraft type in the Company's fleet
42 applicable to the LCP or LVP's status and longevity for LCP or LVP duties
43 performed above the 85th percentile of monthly LCP/LVP time per LCP or
44 LVP, as applicable, in his position in the least recent 12 of the previous 13 bid
45 periods.

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1 Example: The 85th percentile of monthly credit of LCP time for the B-737
2 Captain position from November through October was 50:00. For the December
3 bid period, a B-737 LCP has performed 65 hours of LCP time. His rate of pay
4 under **Section 11 C. 12. b.** will be the B-737 Captain rate applicable to his
5 longevity, plus:

- 6 1) 15% of the Captain rate of the highest paying aircraft type in the Company's
7 fleet applicable to his longevity for 50 hours, and
8 2) 30% of the Captain rate of the highest paying aircraft type in the Company's
9 fleet applicable to his longevity for 15 hours.

- 10
11 c. A pilot will not serve as a PCP for Captains or First Officers unless he has a
12 minimum of 1,000 total hours of FAR 121 PIC and/or SIC experience, of which 750
13 hours are PIC and/or SIC experience at the Company (500 hours for a pilot who was a
14 PCP on June 21, 2001).

15 Exception: The above requirements will not apply to a former NWA pilot who was
16 considered a qualified NWA Proficiency Check Pilot (PCP) on the day prior to
17 October 30, 2008.

- 18 13. While assigned to active duty in the Training Department:

- 19 a. a Captain SLI will be paid at the applicable composite hourly rate in the highest
20 paying position he can hold.
21 b. a First Officer or Second Officer SLI will be paid at the applicable composite hourly
22 rate in the highest paying First Officer or Second Officer position he can hold.
23 c. an SLI will:
24 1) receive an 85-hour pay guarantee.
25 2) not be required to perform more than 22 SLI duty periods in a bid period.
26 3) be afforded the opportunity to designate his preference for up to four consecutive
27 golden days in each bid period, which will be granted if the needs of the Training
28 Department permit.
29 4) not be required to work on his golden day(s).
30 5) receive 5:00 pay in addition to his guarantee for each SLI duty period in excess of
31 17 in a bid period.

32 6) receive 5:00 pay for each SLI duty period that is missed due to sickness.

33 7) receive 5:00 pay for each SLI duty period in excess of 17 SLI duty periods
34 removed from his schedule after the schedules are finalized and made available,
35 limited to a total of 22 SLI duty periods per bid period, and subject to the
36 following provisions:

37 a) If an SLI duty period is removed within two hours of its scheduled report, the
38 SLI will receive 5:00 for the removed duty period.

39 b) If an SLI duty period is removed more than two hours prior to its scheduled
40 report, the SLI may be proffered a recovery SLI duty period, as follows:

- 41 i. If the SLI is notified of a recovery SLI duty period more than 48 hours
42 prior to the report of the recovery SLI duty period, he will have the option
43 of accepting the recovery and retaining 5:00 pay towards his guarantee, or
44 declining the recovery and forfeiting 5:00 pay towards his guarantee.

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- 1 ii. If an SLI is notified of a recovery SLI duty period 48 hours or less prior to
2 its report, and does not accept the recovery SLI duty period, he will still be
3 obligated for recovery until the earlier of:
4 (a) he is proffered a recovery SLI duty period under *Section 11 C. 13. c.*
5 *7) b) i.*
6 (b) he accepts a recovery SLI duty period under *Section 11 C. 13. c. 7) b)*
7 *ii.*, or
8 (c) the bid period ends.
9 c) The Company will not assign a recovery SLI duty period for an SLI duty
10 period missed due to sickness or over his golden days.

D. Non-Seniority List Instructors

1. An NSLI:

- 15 a. will not participate in the training of a pilot, unless he has:
16 1) at least 2,000 hours of experience as an airman (for NSLIs hired after June 21,
17 2001, at least 2,000 hours of experience as an airman in Part 121 operations or
18 equivalent commercial air carrier experience).
19 2) an ATP Certificate.
20 3) FAA qualifications to provide simulator instruction on the pertinent aircraft.
21 Exception: The above requirements will not apply to a furloughed pilot or to a
22 former NWA employee who was a qualified NWA Aircrew Training Instructor (ATI)
23 on the day prior to October 30, 2008.
24 b. may serve as part of a crew complement in a flight simulator and/or level five or
25 higher FTD training, including service as part of the crew complement in an AQP
26 quality assurance module (or equivalent non-jeopardy module).
27 Exception: An NSLI may not serve as part of a crew complement during an
28 evaluation.
29 c. who has at least 500 hours as a Captain for the Company, or who was formerly a PCP
30 for the Company, may:
31 1) perform pilot evaluations.
32 2) serve as PCP for a pilot.
33 d. will not:
34 1) perform flight duty as a crewmember.
35 2) serve as part of a crew complement during an evaluation.
36 3) perform APD duties.

E. Training Committee

- 38 1. The MEC Training Committee will have the right to meet with the Senior Vice President-
39 Flight Operations, or his designee, for the purpose of advice or consultation concerning
40 any matter relative to training and checking.
41 2. If recurring difficulties with a particular SLI or LCP are identified, the Senior Vice
42 President - Flight Operations, the MEC Chairman and the MEC Training Committee
43 Chairman will meet for the purpose of identifying the nature of the recurring difficulties,
44 the number of such occurrences and suggested corrective action. Corrective action may
45
46

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1 range from counseling to removal from SLI or LCP duties. The choice of corrective
2 action taken, if any, will be at the sole discretion of the Senior Vice President - Flight
3 Operations, or his designee.

4 Note: If recurring difficulties with a particular NSLI are identified and provided to the
5 Senior Vice President – Flight Operations by the Association, the Senior Vice President -
6 Flight Operations and the MEC Chairman (or their designees) will meet for the purpose
7 of identifying the nature of the recurring difficulties, the number of such occurrences and
8 suggested corrective action. Corrective action may range from counseling to removal
9 from instructor duties. The choice of corrective action taken, if any, will be by mutual
10 consent of the MEC Chairman and the Senior Vice President - Flight Operations, or their
11 designees.

- 12 3. Distributed training, including examinations, will be developed with the input of the
13 MEC Training Committee. The MEC Training Committee will be invited to attend
14 meetings on a regular basis in the development process of any new course curriculum or
15 distributed training product. All course materials will be provided to the MEC Training
16 Committee Chairman allowing sufficient time for review prior to Company initial
17 submission to the FAA for approval.
- 18 4. The MEC Training Committee Chairman will be provided training critiques submitted
19 under **Section 11 I. 12.** (with the name of the pilot submitting the critique redacted) at
20 mutually agreeable intervals.

21 22 F. Scheduling Rules

- 23 1. A pilot will be removed from scheduled flying and reserve obligations on each day of his
24 continuous training.
- 25 2. Qualification Training
26 a. The minimum time between the posting of qualification training in DBMS and
27 commencement of such training will be:
28 1) 15 days if the training is a result of an AE or VD award.
29 2) 25 days if the training is a result of an MD award.
30 Note: The following types of training are not subject to such pre-posting
31 requirement. Training:
32 1) to maintain or reestablish recency or aircraft model currency.
33 2) that is required by the FAA for a pilot who has not completed consolidation
34 requirements.
35 3) recommended or required by the Company or the FAA, on a case by case basis,
36 to enable a pilot to demonstrate or attain proficiency.
37 4) for a pilot who accepted a proffer of a training slot.
38 5) for a pilot who is returning from a leave of absence under **Section 13**, sick leave
39 under **Section 14**, or furlough under **Section 21**.
40 6) that is:
41 a) distributed training.
42 b) CQ.
43 c) an In-Command Seminar.
44 d) without a corresponding pay treatment under **Section 11 B**.
45

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- 1 b. A pilot to be scheduled for qualification training may request any desired days free of
2 duty prior to or during his training, provided he makes such request prior to the 5th
3 day of the month that is two months prior to the bid period in which the training will
4 be scheduled. Such request will be honored in seniority order among pilots
5 undergoing qualification training in the same position to the extent that the Company
6 is able. If such request is granted, the pilot will not receive pay protection if he is
7 converted out of seniority order (see **Section 22 E. 9. c. 1**) delay of training at pilot
8 request).
- 9 c. A pilot will be afforded the option of designating two days free of duty immediately
10 prior to the commencement of his qualification training or the travel to such training,
11 provided he requests such days no later than 1800E on the 4th day of the month prior
12 to the bid period that contains the earliest of such designated days. Such designated
13 days will not be paid and credited as training days or have a value for line
14 construction purposes. For a reserve pilot, such designated days will constitute two
15 of the X-days allotted to his line under **Section 12 A.M. 2**.
- 16 3. Prior to a bid period in which a pilot may be scheduled for CQ training, the pilot may, via
17 DBMS, designate CQ golden day(s) by the date and time specified in **Section 23 B**. A
18 pilot will not be scheduled for CQ on a CQ golden day(s).
- 19 4. A CQ training assignment will be placed on a pilot's line by the date and time specified
20 in **Section 23 B**. for the bid period in which the training is scheduled to occur.
- 21 5. A training slot that is vacated after the posting of awards in DBMS will be proffered to
22 available AE holders in order of seniority.
- 23 6. Normally, pilots who are awarded:
 - 24 a. VDs will be scheduled for training in seniority order prior to pilots awarded MDs.
 - 25 b. MDs will be trained in inverse seniority order.
- 26 7. CQ Training
 - 27 a. A pilot will be notified via DBMS at least 60 days before the commencement of the
28 first bid period in which he is eligible for CQ training.
 - 29 b. Under **Section 23 B**., a pilot will advise Crew Scheduling of any leave of absence or
30 other known period in which he will be unavailable for training.
 - 31 c. A pilot will not take any steps within his control that restrict his availability for CQ
32 training during a period beginning 30 days before he is eligible for CQ training and
33 ending with the posting of his CQ training schedule.
 - 34 d. Upon being scheduled for CQ training, and absent a personal emergency, a pilot will
35 not engage in activity within his control that interferes with the training schedule.
 - 36 e. A pilot will not be assigned to ground or flight simulator training, including briefing
37 and debriefing, between 0100 and 0500 (~~pilot's pilot~~ base time-) without his consent.
38 Note: A pilot who trains during such period will receive, in addition to his normal
39 pay and credit for such training:
 - 40 1) 2:00 pay, no credit, so long as no part of the training event is scheduled between
41 0300 and 0459 (pilot base time).
 - 42 2) 4:00 pay and credit, if any part of the training event is scheduled between 0300
43 and 0459 (pilot base time).
 - 44 f. The Company may extend CQ training due to facility or equipment unavailability.
45 Exception: The Company will not extend CQ training into a pilot's CQ golden day(s)
46 without his consent. If the pilot does not agree to such an extension, he will be

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1 released from training and may be reassigned to another CQ training day(s) at the
2 discretion of the Company in order to avoid a lapse of qualifications. If reassigned,
3 the pilot will receive pay and credit under **Section 11 B. 1.**

- 4 g. The Company will provide a bidding system that will allow each pilot to bid for and
5 be awarded CQ training within his category during his CQ eligibility period in
6 seniority order, subject to the following provisions:

7 1) A pilot will be scheduled for CQ training in:

- 8 a) his CQ grace month if he is not projected to have completed CQ training in
9 his CQ early or base months, or
10 b) his CQ base month if he is not projected to have completed CQ training in his
11 CQ early month and will be unavailable for training on 14 or more days (other
12 than CQ golden days) in the bid period of his CQ grace month.

13 Exception: The Company may, at its discretion, refrain from scheduling a pilot to
14 complete CQ training as specified in **Section 11 F. 7. g. 1) a) or b).**

15 2) When operationally necessary, the Company may determine a minimum
16 percentage of pilots in a category who will train in their CQ base month.

17 3) A scheduled CQ training event(s) in a category that is not awarded via a pilot's
18 CQ training bid will be assigned in inverse seniority order among pilots in such
19 category for whom the training will occur in their CQ early or CQ base months.

20 4) A pilot's CQ training bid may stipulate a specific training event(s) and/or a
21 specific date(s) on which the pilot wishes to train or to avoid training.

22 8. OE Training

23 a. A pilot to be scheduled for OE training:

24 1) will normally have an OE shadow period applied to his line, beginning on the day
25 following scheduled completion of his qualification training and equal in length to
26 the applicable number of projected OE days shown in **Section 22 C. 4.**, provided
27 his qualification training was posted no later than 1800E on the -4th day of the bid
28 period prior to the OE shadow period.

29 2) may request any desired days free of duty during his OE training, provided he
30 makes such request prior to the 20th day of the month prior to the bid period in
31 which the OE training will be scheduled. Such request will be honored in
32 seniority order among pilots undergoing OE training in the same category to the
33 extent that the Company is able.

34 b. From 1800E on the -4th day of a bid period to 1800E on the -11th day of such bid
35 period, a pilot may only be scheduled for OE training involving a rotation that
36 contains any duty period, or portion thereof, that is within the last six days of such bid
37 period or that is within the following bid period if he is notified of and acknowledges
38 the assignment.

39 9. Aircraft flight training will be wholly conducted during daylight hours.

40 Exception one: Briefing and debriefing may be conducted during non-daylight hours.

41 Exception two: Aircraft flight training may be conducted during non-daylight hours if
42 the pilot has received simulator training in the same aircraft type.

43 10. A pilot will receive:

44 a. a duty-free period of at least ten hours before commencement of training at his base.

45 b. a duty-free period of at least ten hours between each training period.

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- 1 c. at least two days free of duty in each consecutive seven-day period during ground,
2 simulator, or flight training.
3 Exception one: A pilot may be scheduled for one day free of duty in a consecutive
4 seven-day period once during a qualification training program.
5 Exception two: A pilot whose scheduled training days are extended due to his failure
6 to successfully complete a portion of his training may receive no less than one day
7 free of duty in a consecutive seven-day period due to such extension.
- 8 d. a duty-free period of at least nine hours after his completion of training.
- 9 11. A regular pilot will not be inversely assigned to a rotation that reports before he has
10 received a duty-free period of at least 11 hours after his completion of training.
- 11 12. A reserve pilot will not be required to be contactable before he has received a duty-free
12 period of at least nine hours after his completion of training.
- 13 13. A pilot will not be:
- 14 a. assigned to:
- 15 1) a training period that exceeds the maximum scheduled duty times under
16 **Section 12 D. 1.**
- 17 2) ground or flight simulator training, including briefing and debriefing, between
18 0100 and 0500 (local time) during qualification training without his consent.
19 Note: A pilot who trains during such period will receive, in addition to his normal
20 pay and credit for such training:
21 a) 2:00 pay, no credit, so long as no part of the training event is scheduled
22 between 0300 and 0459 (local time).
23 b) 4:00 pay and credit, if any part of the training event is scheduled between
24 0300 and 0459 (local time).
- 25 Exception: An entry level pilot may be so assigned during such 0100 - 0500
26 period without receiving additional pay under **Section 11 F. 13. a. 2) Note.**
- 27 b. required to:
- 28 1) report for training away from his base less than ten hours after block-in at the
29 airport of the training location.
30 Exception: A pilot may be scheduled to travel to and attend ground training
31 within the same duty period provided all of the following conditions are met:
32 a) The training is conducted in no more than five consecutive hours.
33 b) Duty time, including travel and training, does not exceed ten hours.
34 c) The pilot:
35 i. is not required to depart his base earlier than 0800 (pilot's base time).
36 ii. is not required to remain in training that day beyond 1800 (pilot's base
37 time).
38 iii. does not undergo flight simulator training, aircraft training or a
39 proficiency check within the duty period.
- 40 2) advance to a simulator period that is more than one simulator period earlier (e.g.,
41 C to B) in a 24-hour period
- 42 c. scheduled for:
- 43 1) more than eight hours of training in a day.
44 2) a flight simulator period or level five or higher FTD period that exceeds four
45 hours (exclusive of brief, debrief and break) in a day.
46

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- 1 14. Flight simulator training is:
 - 2 a. duty time under **Section 12 D. 1.** (Maximum Scheduled Duty Time) and
 - 3 **Section 12 G.** (Break-in-Duty).
 - 4 b. not considered flight time.
- 5 15. Ground School
 - 6 a. The classroom schedule for training will not exceed:
 - 7 1) eight hours (excluding lunch break) per day.
 - 8 2) five days during any consecutive seven-day period.
 - 9 b. All training curricula, including that accomplished via Distributed Training, will be
 - 10 designed to adequately cover the learning objectives without the need for reference to
 - 11 additional training materials.
 - 12 c. Upon request, a pilot will be afforded an opportunity to review aircraft systems,
 - 13 international operations pertaining to theater qualifications, and operation
 - 14 specifications with an instructor.
- 15 16. A pilot who has completed training but has not been converted into his new category will
- 16 be granted additional OE, upon request to his base Chief Pilot, provided 30 days have
- 17 elapsed since the completion of his most recent OE. The additional OE will be scheduled
- 18 to be conducted as soon as practical and within 30 days of the request.
- 19 17. A pilot who is undergoing training as a result of a MD will not be scheduled for OE on
- 20 his golden X-day(s) without his consent.
- 21 18. Recency and Reestablishment of Recency
 - 22 a. A pilot will be provided at least 45 days' notice via DBMS of the pending expiration
 - 23 of his recency. The notice will advise the pilot to contact his Chief Pilot to schedule
 - 24 recency of experience.
 - 25 b. A pilot who has been notified of the pending expiration of recency will designate 14
 - 26 days in which he may be scheduled for recency training in a simulator or indicate
 - 27 how he will satisfy recency prior to expiration (e.g., fly a rotation, participate in a
 - 28 training event) at least 21 days before such expiration.
 - 29 c. Recency of experience training will consist of at least three takeoffs and three
 - 30 landings in an aircraft or simulator. Simulator profiles to maintain recency will also
 - 31 normally include additional maneuvers training beyond takeoff and landing.
 - 32 d. If the pilot becomes unavailable during his designated 14 days of availability, the
 - 33 Company may reschedule the pilot as soon as possible upon return to availability,
 - 34 prior to expiration of recency.
 - 35 e. If as a result of facility or equipment unavailability the pilot does not complete his
 - 36 recency of experience within his designated 14 days of availability, then with mutual
 - 37 consent, he may be rescheduled on an off-day or X-day after the 14 days of
 - 38 availability. The Company may reschedule recency of experience during the
 - 39 timeframe of the pilot's next rotation or reserve on-call day.
 - 40 f. Recency of experience will not be posted in DBMS.
- 41 19. A pilot who is scheduled for qualification training days in excess of 19 in a 30-day bid
- 42 period, or 20 in a 31-day bid period ("an excess training day"), may elect to receive:
 - 43 a. 3:00 pay, no credit (in addition to other pay for the bid period) for each excess
 - 44 training day, or
 - 45 b. a compensatory day off for each excess training day.

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1 Note: A pilot who has more than one excess training day must select the same option for
2 all such excess training days.

3 Exception: **Section 11 F. 19.** does not apply to entry level pilots.

- 4 20. A pilot who is eligible for a compensatory day(s) off under **Section 11 F. 19.** will:
5 a. take such day(s) off in the current or a future bid period, by mutual agreement with
6 Crew Scheduling,
7 b. have such day(s) added to a current year vacation period(s), by mutual agreement
8 with Vacation Planning, or
9 c. have such day(s) added to his earned vacation for the next vacation year if not used in
10 the current vacation year.

11 G. Training Opportunities

- 12
13
14 1. A pilot who fails to successfully complete any initial, transition, upgrade, or
15 requalification training will:
16 a. return to the category he held prior to entering training, provided:
17 1) such previous category exists,
18 2) he is senior to a pilot in such previous category, and
19 3) he successfully requalifies for his previous position.
20 or
21 b. displace into any category for which his seniority is sufficient, provided he:
22 1) is not senior to a pilot in his previous category or his previous category no longer
23 exists, and
24 2) he successfully completes training for such position.

25 Note: Such pilot will be unqualified to fly in any category if he does not successfully
26 requalify under **Section 11 G. 1. a. 3)**, or complete training under **Section 11 G. 1. b. 2)**.

- 27 2. A pilot who fails to successfully complete CQ training or a line evaluation will remain in
28 his current category, provided he successfully completes the normal requalification
29 curriculum for that position. Such pilot will be unqualified to fly in any category if he
30 does not successfully requalify in his current position.
31 3. A pilot who requalified or completed training under **Section 11 G. 1.**, or who requalified
32 under **Section 11 G. 2.**, who later fails to successfully complete a second training
33 curriculum (initial, transition, upgrade, requalification, CQ) or line evaluation, will
34 receive another training opportunity, as applicable, under **Section 11 G. 1. or 2.**
35 However, such pilot will be ineligible to be awarded any other position for the duration of
36 his career.
37 Exception: If the pilot is involuntarily displaced to another position he will be permitted
38 an additional training opportunity (initial, transition, upgrade or requalification). If he
39 fails to successfully complete such training opportunity, he will be unqualified to fly in
40 any category.
41 4. A pilot who requalified under **Section 11 G. 3.**, who later fails to successfully complete a
42 third training curriculum (initial, transition, upgrade, requalification, CQ) or line
43 evaluation, will be unqualified to fly in any category.
44 5. A pilot who has a break in simulator training of greater than six days during a
45 qualification training curriculum and whose first scheduled event following such break is
46 a PV, MV, or LOE will, upon his request, receive one additional simulator period prior to

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1 such evaluation, provided that the break was caused by the Company (e.g., simulator or
2 instructor unavailability, power outage) and not due to the pilot's sickness or other
3 unavailability.

4 Note: Such additional simulator period will not be considered to be a curriculum day.

- 5 6. If, during a pilot's first attempt to complete his LOE during a qualification training
6 curriculum, he is graded as unsatisfactory and has only one remaining curriculum day,
7 that one remaining curriculum day will be utilized for training and, if recommended, an
8 additional day will be scheduled for the LOE retake.

9 10 H. Requalification

11
12 Delta's requalification curricula are accomplished in accordance with FAR Part 121, subpart
13 Y, which governs AQP. Specific information on these curricula is outlined in the AQP
14 Operations Plan and the Flight Operations Manual.

15 16 I. General

- 17
18 1. A pilot will receive positive space coach on-line transportation to travel between the
19 training location and any Company station before and after training and during each duty-
20 free period of 48 hours or more, if sales are authorized at the time of his attempted
21 booking.
- 22 2. A pilot may book travel as Company Business under **Section 11 I. 1.** in TravelNet at any
23 time after his notification of training, if overbooking is not required.
24 Note one: If overbooking is required at the time of his attempted booking, a pilot may
25 coordinate with Flight Training Planning to book positive space travel on the pilot's
26 desired flight, if sales are authorized at the time of booking. If sales are not authorized,
27 Flight Training Planning will book positive space travel between the pilot's base and the
28 training location, upon the pilot's request.
29 Note two: A pilot will cancel any travel to/from training booked as Company Business
30 in TravelNet if the pilot no longer requires or intends to use the reservation.
- 31 3. A pilot who travels to training away from base will be considered to have traveled
32 between his base and the training location for purposes of determining PWA and FAR
33 compliance, training pay, and expenses.
- 34 4. During an evaluation (e.g., proficiency check, rating ride, LOE), the Company will not
35 simultaneously train another pilot in the simulator.
- 36 5. During aircraft flight training, no person will be onboard other than the pilot trainees and
37 the instructors and evaluators then engaged in instruction.
38 Exception: This restriction does not apply to:
- 39 a. the ferry of an aircraft to or from the airport at which training is conducted.
 - 40 b. aircraft training out of an airport where deplaning facilities are not available.
 - 41 c. a pilot who remains onboard at his request.
- 42 6. A pilot will be advised and, upon request, provided a copy of any unsatisfactory written
43 report prepared during any phase of a training program.
- 44 7. The Company will grant the request of a pilot undergoing proficiency training or
45 evaluation to allow another pilot to be present as an observer. The observer will be:
- 46 a. selected by the pilot undergoing training, and

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- 1 b. will be either:
 - 2 1) a Captain on the aircraft type,
 - 3 2) the Chairman or Vice Chairman of the MEC Training Committee, or
 - 4 3) a pilot mutually acceptable to the Company and the MEC Training Committee.
- 5 8. A pilot will not be required to pay for training or checking.
- 6 9. A pilot who serves as a volunteer to complete a crew complement during simulator
7 training, level five or higher FTD training and/or evaluations will not be evaluated during
8 such events. No formal record of the volunteer's performance will be produced or
9 maintained by Flight Training.
- 10 10. A First Officer may be required to complete an FAR 121 or AQP type rating during
11 qualification training.
- 12 11. The Company is not required to maintain a pilot's qualifications on an aircraft model or
13 in a status outside his position.
- 14 12. The Company will provide an electronic training feedback form for voluntary completion
15 by a pilot at the end of his training.

~~J. Withdrawal from Training~~

- 17 ~~1. A former NWA pilot may withdraw from the first qualification training program (other~~
18 ~~than a special requalification) he is undergoing due to an AE, prior to his LOE under the~~
19 ~~AQP, on any of the following aircraft types:~~
 - 20 ~~a. B-777~~
 - 21 ~~b. B-767-400ER~~
 - 22 ~~c. B-737-900/800/700/600~~
 - 23 ~~d. MD-90/MD-88~~
- 24 ~~2. A pre-merger Delta pilot may withdraw from the first qualification training program~~
25 ~~(other than a special requalification) he is undergoing due to an AE, prior to his LOE~~
26 ~~under the AQP, on any of the following aircraft:~~
 - 27 ~~a. B-747-400~~
 - 28 ~~b. A-330-300/200~~
 - 29 ~~c. A-320/319~~
 - 30 ~~d. DC-9~~
- 31 ~~3. In the event a pilot withdraws, he will not be considered to have failed to complete~~
32 ~~training. Such pilot may only return to his previous category and he will be under a~~
33 ~~category freeze in that position for the same period as he would have been subject to due~~
34 ~~to the AE. Such pilot will be immediately scheduled for re-qualification training in his~~
35 ~~previous aircraft and will be paid a pro-rata portion of the ALV for the days as if he had~~
36 ~~continued in the qualification training. Such pilot will not take any steps within his~~
37 ~~control that restrict his availability for such training. Following re-qualification training,~~
38 ~~the pilot will be assigned a specially created reserve line until his next opportunity to bid~~
39 ~~under PBS.~~
- 40 ~~4. A pilot who makes a request to withdraw prior to beginning any training and has the~~
41 ~~request approved will incur no category freeze.~~

~~KJ~~. Theater Qualification

1. Each Captain converting into a category that is scheduled to operate to at least one theater in the bid period following his projected completion of any required OE/TOE, will receive at least one initial theater qualification, unless such qualification is reasonably deemed unnecessary under the circumstances. If more than one OE/TOE is required, the Company will normally schedule a Captain, whose category is scheduled to operate to multiple theaters, to receive an additional theater qualification(s).
2. If following completion of OE/TOE, a Captain did not receive a theater qualification, or a qualified Captain's theater qualification will expire within 120 days, to a theater in which his category operates, the Captain may submit a request to be qualified in such theater(s) as follows:
 - a. absent the Captain obtaining the requested theater qualification through normal monthly bidding and scheduling, the Company will schedule the Captain to receive the requested theater qualification no later than the end of the sixth full bid period following the request so long as his category still operates in the theater.
Exception: For a qualification to a theater in which the Captain's category operates fewer than 12 scheduled round trips per bid period (for the first three bid periods following the request), the Company will schedule the Captain to receive the requested theater qualification during the next six full bid periods following the request or as soon thereafter as operations permit, but the provisions of **Section 11 KJ. 2. d. and 2. e.** will not apply.
 - b. the Company may schedule a Captain on a rotation to receive a requested theater qualification in accordance with normal OE scheduling practices.
 - c. any rotation scheduled by the Company to satisfy a Captain's requested theater qualification will be paid in accordance with **Section 11 B. 5.**
 - d. if a Captain removes himself or is removed from a rotation (for any reason other than the convenience of the Company) that has been scheduled by the Company to satisfy a requested theater qualification within the final two months of the six month (or extended) period, the six month (or extended) period to complete the theater qualification will be extended by two full bid periods.
 - e. if a Captain has not received a requested theater qualification by the end of the six month (or extended) period following a theater qualification request, he may be awarded rotations irrespective of **Sections 23 F. 7. d.; H. 5. d.; P. 43. c.; P. 86. c.; Q. 76. b.; and Q. 14. d.** and will be paid under **Section 4 F. 1.**
~~Note: At his option, a Captain may maintain theater qualification under **Section 11 K. 13. d.** and will be paid under **Section 4 F. 1.**~~
Note: At his option, a Captain may maintain theater qualification under **Section 11 J. 6.**
3. A pilot removed from a rotation by the Company to schedule a Captain's request for theater qualification will not be subject to recovery flying under **Section 23 K.**
4. At least 120 days prior to a Captain's theater qualification expiring, he will be notified through DBMS and may subsequently submit a request to the Company to maintain his currency, or to be requalified in the theater. Upon receipt of the request, the Company may schedule the Captain to maintain his qualification, or to be requalified, under **Section 11 KJ. 2.**

Section 11 - Training

1 Example 1: A Captain's theater qualification to South America expires January 1, 2011.
2 On September 2, 2010 the Company notifies the Captain through DBMS that his South
3 America theater qualification will expire on January 1, 2011. On September 15, 2010 the
4 Captain requests to be scheduled for a rotation to maintain this theater qualification. If
5 during the next six full bid periods (if not extended) the pilot does not bid and fly a
6 rotation, and the Company does not schedule him for a rotation to obtain the theater
7 qualification, then subsequent to April 1, 2011 the Captain may be awarded rotations to
8 the South America theater irrespective of **Sections 23 F. 7. d.; H. 5. d.; P. 43. c.; P. 86.**
9 **c.; Q. 76. b.; and Q. 13. d.** and will be paid under **Section 4 F. 1.**

10 Note: At his option, a Captain may maintain theater qualification under **Section 11 14. d.**
11 and will be paid under **Section 4 F. 1.**

12 ~~Note: At his option, a Captain may maintain theater qualification under **Section 11 K.J.**~~
13 ~~**6.**~~

14
15 Example 2: A Captain's theater qualification to Africa expires January 1, 2011. On
16 September 2, 2010 the Company notifies the Captain through DBMS that his Africa
17 theater qualification will expire on January 1, 2011. On November 10, 2010 the Captain
18 requests to be scheduled for a rotation to maintain this Africa theater qualification. If
19 during the next six full bid periods (if not extended) the pilot does not bid and fly a
20 rotation, and the Company does not schedule him for a rotation to obtain the theater
21 qualification, then subsequent to June 1, 2011 the Captain may be awarded rotations to
22 the Africa theater irrespective of **Sections 23 F. 7. d.; H. 5. d.; P. 43. c.; P. 86. c.; Q. 76.**
23 **b.; and Q. 14 13. d.** and will be paid under **Section 4 F. 1.**

24 Note: At his option, a Captain may maintain theater qualification under **Section 11 K.J. 6.**

- 25
26 5. The addition of a new theater that affects 12 or more scheduled round trips per bid period
27 (for the first three bid periods of such new theater flying) in a category will be subject to
28 the following implementation schedule.
- 29 a. No later than the 5th day of the bid period prior to addition of a new theater, the
30 Company will notify through DBMS all Captains that are not projected to be
31 qualified in the new theater as of the date of addition of a new theater.
 - 32 b. A Captain referenced in **Section 11 K.J. 5. a.** who is not projected to possess a
33 qualification in a new theater as of the date of implementation may submit a request
34 to receive such qualification no later than the last day of the bid period prior to
35 addition of a new theater. For the purposes of **Section 11 K.J. 2. a.**, the Company will
36 schedule the Captain to receive the requested theater qualification no later than the
37 end of the 4th bid period following addition of a new theater.
 - 38 c. A request for qualification in a new theater submitted after the last day of the bid
39 period prior to addition of a new theater will commence a six full bid period (or
40 extended) timeline for the Captain to bid and fly a rotation or the Company to
41 schedule him for a qualification or requalification rotation under **Section 11 K.J. 2.**
 - 42 d. A Captain who has submitted a request under **Section 11 K.J. 2.** for a qualification to
43 a new theater will not be denied a rotation that includes a flight to such theater as a
44 result of the addition or modification until the 5th bid period following
45 implementation.

Section 11 - Training

- 1
 - 2
 - 3
6. After obtaining qualification to a theater, a Captain may maintain such qualification by accomplishing distributed training for that theater in lieu of flying so long as his position operates into such theater and so long as his qualification remains current.

1 SECTION 12

2
3 HOURS OF SERVICE

4
5 A. Definitions

- 6
7 1. “Acclimated” means a condition in which a flightcrew member has been in a theater for
8 72 hours or has been given at least 36 consecutive hours free from duty in such theater, as
9 defined or amended under FAR 117.
- 10 2. “Average Line Value” (ALV) means a number of hours established by the Company
11 ~~between 72 and 84 hours (inclusive)~~ that is the projected average of all regular line
12 values, for a position, for a bid period— and is:
13 2a. between 72 and 84 hours (inclusive) for a narrowbody position and a B-767/B-757
14 position.
15 b. between 71 and 85 hours (inclusive) for a widebody position other than a B-767/B-
16 757 position.
- 17 3. “Attrition” means the number of pilots who leave the active service of the Company due
18 to retirement, medical leave, any leave in excess of 30 days, disability, death, or
19 termination.
- 20 4. “Augmented Operation” means a flight segment that utilizes a relief First Officer, relief
21 Captain, or relief crew.
- 22 5. “Break-in-duty” means a rest period (measured from release to report) that is sufficient to
23 break a pilot’s duty period under **Section 12 G**.
- 24 6. “Carry-over rate” means the dollar value of a pilot’s accumulated credit for a bid period
25 divided by such accumulated credit, expressed in dollars per minute.
- 26 7. “Co-terminal” means the following airport combinations:
27 a. DCA/IAD
28 b. DFW/DAL
29 c. IAH/HOU
30 d. JFK/EWR/LGA
31 e. LAX/BUR/LGB/ONT/SNA
32 f. MIA/FLL
33 g. ORD/MDW
34 h. SFO/OAK/SJC
- 35 ~~6. Reserved.~~
- 36 8. “Day” means calendar day.
- 37 9. “Domestic operation” means a flight segment to and from an airport, or between airports,
38 located inside the contiguous 48 states of the United States, or a flight segment between
39 an airport located in the Mainland United States and either Alaska or Canada.
- 40 10. “Duty period” means the elapsed time from report to release (for a break-in-duty).
- 41 11. “Fatigue Risk Management System” (FRMS) means a management system and
42 alternative regulatory approach to pilot flight and duty time provisions to provide a
43 means of monitoring and mitigating fatigue as approved by the FAA.
- 44 12. “Flight duty period” (FDP) means the portion of a duty period from report to when the
45 aircraft is parked after the last flight segment (other than a deadhead flight segment) and
46 there is no intention for further aircraft movement.

Section 12 – Hours of Service

1 13. “Flying,” “flown,” “flies,” and “fly,” for purposes of **Sections 4, 12, and 23**, means:

- 2 a. operation of a flight as a cockpit crewmember, and/or
3 b. a deadhead by air.

4 14. “Full service bank” or bank means an individual account maintained in DBMS for each
5 pilot into which he may deposit and from which he may withdraw or borrow credit on a
6 minute basis.

7 ~~10. Reserved.~~

8 15. “International operation” means a flight segment to or from an airport, or between
9 airports, located outside the contiguous 48 states of the United States.

10 Exception: A flight segment between an airport located in the Mainland United States
11 and either Canada or Alaska will not be considered an international operation.

12 ~~12. Reserved~~

13 16. “Latin America” means South America, the Caribbean, Mexico, Central America, and the
14 West Indies.

15 17. “Military Airlift Charter” (MAC) means all flight operations conducted as a charter under
16 an agreement between the Company and the Department of Defense or any branch of the
17 United States Armed Services, except for Civil Reserve Air Fleet operations. A rotation
18 that includes MAC operations will be identified with a distinct designator for PBS/PCS
19 and cannot be awarded to a pilot who has not completed his OE.

20 18. “Minimum separation length” (MSL) means, for a widebody category in which 20% or
21 more of the published rotations in a bid period are scheduled to operate for nine or more
22 days, the weighted average length of the published rotations in a category that are
23 scheduled to operate for nine or more days, rounded to the nearest whole number, and
24 published in the bid package.

25 19. “Narrowbody,” other than for purposes of **Section 1**, means an aircraft type under
26 **Section 22 A. 3. g. — m. — n.**

27 20. “Ocean crossing” means a flight segment:

28 a. across the Atlantic Ocean, or

29 b. across the Pacific Ocean, as follows:

30 1) between the North American continent and the Hawaiian Islands,

31 2) between the Hawaiian Islands and any point west of the 160 degree meridian,

32 3) between the North American continent and a point west of the 160 degree
33 meridian,

34 4) between a Pacific Rim airport and Australia and/or New Zealand,

35 or,

36 c. to or from an airport in South America, as follows:

37 1) between the United States and any point further south of the equator than 3
38 degrees, 30 minutes south latitude on the South American continent, and

39 2) any flight segment scheduled for greater than eight hours to, within or from the
40 South American continent,

41 or,

42 d. to or from an airport in Europe that crosses latitude 36°N. and/or longitude 45°E.,

43 or,

44 e. to or from an airport in Africa, as follows:

45 1) between the United States and any point on the African continent, and

Section 12 – Hours of Service

- 1 2) any flight segment scheduled for greater than eight hours to, within or from the
2 African continent,
3 or,
4 f. to or from an airport in Asia on a flight segment scheduled for greater than eight
5 hours to, within or from the Asian continent,
6 or,
7 g. across the Arctic Ocean, between the North American continent and the Asian
8 continent.
- 9 21. “Off-line deadhead” means travel on a Delta Connection Carrier in category C operations
10 (i.e., pursuant to a prorate agreement) or any carrier other than Delta Air Lines, Inc.
11 22. “On-line transportation” means travel on Delta Air Lines, Inc. and Delta Connection
12 Carriers in category A operations (i.e., not a prorate agreement).
13 23. “Operational crewmember” means a pilot who operates the controls of the aircraft, assists
14 in the operation or control of the aircraft, and/or serves as a relief Captain or relief First
15 Officer.
16 24. “Projected number of regular lines” means the total scheduled block and credit hours in a
17 category added to a percentage of the total known absence hours in such category,
18 divided by the ALV for such category.
19 Note: The percentage of total known absence hours will be determined by the Director –
20 Crew Resources & Scheduling with the purpose of determining the most accurate
21 projected number of regular lines. The Company will provide advance notice of any
22 intent to change such percentage in a category, and will meet and confer upon request
23 with the Association to mutually review the reason for the change and to demonstrate the
24 increased accuracy of the calculation.
25 25. “Projected number of reserve lines” means the difference between the total number of
26 pilots on a published category list and the projected number of regular lines for such
27 category.
28 26. “Release” means:
29 a. for purposes of determining a pilot’s break-in-duty, the later of:
30 1) 30 minutes after the block-in of his last flight segment, or
31 2) the actual time he is released by the Company (after completion of any additional
32 duty required by the Company) to begin a rest period sufficient to break his duty
33 period under **Section 12 G**.
34 b. for purposes of determining a pilot’s duty period credit and rotation credit, the later
35 of:
36 1) 30 minutes after the actual block-in of his last flight segment,
37 2) 30 minutes after the adjusted block-in of his last flight segment determined by
38 adding the scheduled block time of such flight segment to the later of the
39 scheduled or actual departure time of such flight segment, or
40 3) the actual time he is released by the Company (after completion of any additional
41 duty required by the Company) to begin a rest period sufficient to break his duty
42 period under **Section 12 G**.
43 27. “Relief Captain” means a Captain who is current in his position and augments a crew.
44 28. “Relief crew” means a relief Captain and a relief First Officer, collectively.
45 29. “Relief First Officer” means a type rated First Officer who is current in his position and
46 augments a crew.

Section 12 – Hours of Service

- 1 30. “Report” means the later of the actual or scheduled time that a pilot begins duty. Such
2 scheduled time is:
3 a. one hour before the scheduled departure of the first:
4 1) non-trans-oceanic flying segment.
5 2) deadhead on on-line transportation or a Delta Connection Carrier (including an
6 ocean crossing deadhead that originates within the continental United States).
7 b. 90 minutes before the scheduled departure of the first:
8 1) trans-oceanic flight segment, (including an ocean crossing deadhead that
9 originates outside the continental United States).
10 2) off-line deadhead segment other than a Delta Connection Carrier.
11 Exception: Flight segments to/from Hawaii will have a 60-minute report.
12 31. “Rotation” means a duty period, or series of duty periods, that is identified by number
13 and scheduled to begin and end at a pilot’s base, and all the flight segments contained
14 therein. The release of a regular pilot for a break-in-duty at his base that is within such a
15 series of duty periods (“in base layover”) will not end his rotation.
16 32. “Scheduled block times” means the greater of the flight times set forth in the:
17 a. Company operating schedules, or
18 b. bid package.
19 33. “Theater,” for purposes of **Section 12**, means a geographical area in which the distance
20 between a pilot’s FDP departure point and arrival point differ by no more than 60 degrees
21 longitude, as defined or subsequently amended under FAR 117.
22 34. “Trans-oceanic duty period” means a duty period that contains an ocean crossing
23 (including deadheading).
24 35. “Unaugmented Operation” means a flight segment that does not utilize a relief First
25 Officer, relief Captain, or relief crew.
26 36. “Widebody” means an aircraft type under **Section 22 A. 3. ~~a. – g. – m.~~**
27 37. “Window of circadian low” (WOCL) means the period between 0200 and 0559 (pilot
28 acclimated time).
29 39. “X-day” means a 24-hour duty-free period at a pilot’s base, on a reserve line.
30 39. “Year” means a calendar year.

31
32 B. Block Hour Limit

- 33
34 1. A pilot’s block hour limit for a bid period will be calculated using the following formula:

35
36
$$\text{Block hour limit} = 1000 - C - 75$$

37
38 C = his accumulated and remaining scheduled block hours in the previous ten bid
39 periods.

- 40
41 2. In the calculation of a pilot’s block hour limit, hours in excess of 75 for which a pilot
42 received or is scheduled to receive sick leave pay will be included as block hours.

Section 12 – Hours of Service

1 C. Time Card
2

3 The Company will display each pilot’s actual time, scheduled time, and pay time in DBMS
4 as expeditiously as possible.
5

6 D. Duty Period and Flight Duty Period (FDP) Limits
7

- 8 1. An FDP will be scheduled to be at least 30 minutes less than the most restrictive
9 applicable limit shown in **Section 12 D. 2.** and **3.** A pilot will not be rerouted to remain
10 on an FDP in excess of the applicable limit under **Section 12 D. 2.** and **3.** Due to
11 unforeseen operational circumstances and by mutual consent, a pilot’s FDP may be
12 extended beyond the applicable limit under **Section 12 D. 2.** and **3.** in accordance with
13 the provisions of FAR 117.19 as in effect on June 1, 2014, subject to **Section 12 D. 5.**
14 a. Report is referenced to the pilot’s acclimated time.
15 b. Number of flight segments is referenced to the number of flight segments in the FDP,
16 as scheduled or rerouted, not to include a:
17 1) flight segment that is the result of a flight continuing to its original destination
18 after having diverted to an alternate airport.
19 2) deadhead flight segment that operates after the last non-deadhead flight segment.
20 Exception one: The FDP limit for a pilot who is not acclimated will be 30 minutes less
21 than the times shown in **Section 12 D. 2.** and **3.** Such pilot may be scheduled to his
22 applicable FDP limit.
23 Exception two: The scheduling limit for a trans-oceanic FDP will be the time from
24 scheduled report to scheduled block-in, and a pilot will not be rerouted or required to
25 remain on such an FDP more than two hours beyond such scheduling limit, if:
26 a) the flight crew is augmented with a relief crew,
27 b) the FDP contains only one scheduled landing, and
28 c) the flight segment operates under an approved FRMS.
29 2. Unaugmented FDP Limits
30

Scheduled Time of Report (Acclimated Time)	Maximum Flight Duty Period – Unaugmented Operations Based on Number of Flight Segments						
	1	2	3	4	5	6	7+
00:00 – 03:59	9:00	9:00	9:00	9:00	9:00	9:00	9:00
04:00 – 04:59	10:00	10:00	10:00	10:00	9:00	9:00	9:00
05:00 – 05:59	12:00	12:00	12:00	12:00	11:30	11:00	10:30
06:00 – 06:59	13:00	13:00	12:00	12:00	11:30	11:00	10:30
07:00 – 11:59	14:00	14:00	13:00	13:00	12:30	12:00	11:30
12:00 – 12:59	13:00	13:00	13:00	13:00	12:30	12:00	11:30
13:00 – 16:59	12:00	12:00	12:00	12:00	11:30	11:00	10:30
17:00 – 21:59	12:00	12:00	11:00	11:00	10:00	9:00	9:00
22:00 – 22:59	11:00	11:00	10:00	10:00	9:00	9:00	9:00
23:00 – 23:59	10:00	10:00	10:00	9:00	9:00	9:00	9:00

31
32

3. Augmented FDP Limits

Scheduled Time of Report (Acclimated Time)	Maximum Flight Duty Period – Augmented Operations Based on Rest Facility and Number of Pilots					
	Class 1 Rest Facility		Class 2 Rest Facility		Class 3 Rest Facility	
	3 Pilots	4 Pilots	3 Pilots	4 Pilots	3 Pilots	4 Pilots
00:00 – 05:59	15:00	17:00	14:00	15:30	13:00	13:30
06:00 – 06:59	16:00	18:30	15:00	16:30	14:00	14:30
07:00 – 12:59	17:00	19:00	16:30	18:00	15:00	15:30
13:00 – 16:59	16:00	18:30	15:00	16:30	14:00	14:30
17:00 – 23:59	15:00	17:00	14:00	15:30	13:00	13:30

4. Duty Period Ending in a Deadhead Flight Segment

- a. A duty period that contains an FDP and ends in a deadhead flight segment will be scheduled to be at least 30 minutes less than the pilot’s applicable FDP limit under **Section 12 D. 1. – 3.** from report to block-in of the last deadhead flight segment. A pilot will not be rerouted or required to depart from the gate on a deadhead flight segment that is scheduled to block in more than one hour beyond such limit.

Note: A deadhead flight segment(s) that is scheduled to operate after the last non-deadhead flight segment in an FDP will not be included in the number of flight segments in such FDP under **Section 12 D. 2.**

- b. A deadhead-only duty period will not be scheduled more than one hour beyond the limit shown in **Section 12 D. 2. or 3.** as though the deadheading pilot were operating the single longest deadhead flight segment in the duty period, measured from report to block-in of the last flight segment. A pilot will not be rerouted or required to remain on a deadhead-only duty period more than one hour beyond such scheduling limit.

Exception: The scheduling limit for a deadhead-only duty period will be the time from scheduled report to scheduled release, and a pilot will not be rerouted or required to remain on such an duty period more than two hours beyond such scheduling limit if:

- a) the flight crew is augmented with a relief crew,
- b) the duty period contains only one scheduled landing, and
- c) the flight segment operates under an approved FRMS.

5. It is within the sole discretion of each individual pilot to decide in any given situation whether he is fit for duty and will remain on duty beyond his applicable FDP or duty period limit under **Section 12 D. 2. – 4.** A pilot’s decision not to remain on duty beyond such limit will be accepted without challenge by Crew Tracking.

E. Flight Time Limitations

A pilot will not be scheduled for block time in excess of:

- 1. eight hours in a trans-oceanic unaugmented duty period.
- 2. 12 hours in a duty period if the flight crew is augmented with a relief First Officer.
Exception: A pilot may be scheduled up to 12 hours block time if the flight crew is augmented with a relief Captain under **Section 16 B. 2.**

Section 12 – Hours of Service

1 F. Maximum Scheduled Landings

- 2
- 3 1. A pilot will not be scheduled as an operational crewmember for more than eight landings
- 4 in an unaugmented FDP.
- 5 2. A pilot will not be scheduled as an operational crewmember for more than two landings
- 6 in a trans-oceanic duty period.

7 Exception: A pilot:

- 8 a. may be scheduled as an operational crewmember for up to four landings in a duty
- 9 period composed of a flight segment from LAX to Hawaii, followed by intra-
- 10 Hawaii flying.
- 11 b. will not be scheduled as an operational crewmember for more than one landing:
- 12 1) in a trans-oceanic duty period that is scheduled for more than 16 hours,
- 13 2) following a South American ocean crossing,
- 14 3) following a Pacific ocean crossing (other than a Hawaii-West Coast ocean
- 15 crossing in either direction).
- 16 4) following an Arctic ocean crossing,
- 17 5) in a trans-oceanic duty period that contains an Atlantic ocean crossing unless a
- 18 relief First Officer is part of the crew, or
- 19 6) following a West Coast-Hawaii ocean crossing (either direction) within a duty
- 20 period in which the scheduled departure of the first flight segment of the duty
- 21 period is before 0759, or after 1201, pilot acclimated time.

22 Note one: A MAC operation may be scheduled for one additional landing

23 following a transoceanic MAC operation in which the flight crew is augmented.

24 Note two: A MAC operation may be scheduled to include two ocean crossings in

25 the same duty period with the concurrence of the MEC Scheduling Committee

26 Chairman as long as each respective ocean crossing flight segment is scheduled for

27 7:15 hours or less, block-to-block.

- 28 3. A pilot will not be scheduled as an operational crewmember for more than two landings
- 29 in an augmented non-trans-oceanic duty period.

30 Exception: A pilot will not be scheduled as an operational crewmember for more than

31 one landing in an augmented non-trans-oceanic FDP that is scheduled to operate within

32 the WOCL.

- 33 4. The maximum scheduled landing provisions in **Section 12 F.** are scheduling limitations
- 34 only. Maximum scheduled landings are determined as of the point in time of initial
- 35 publication or creation of a duty period. Unforeseen events (e.g., maintenance, fuel,
- 36 weather, sick crew member, or passenger) may result in additional landings in a duty
- 37 period.

38

Section 12 – Hours of Service

G. Break-in-Duty

1. A pilot’s duty period will continue until he has received a break-in-duty as specified in **Section 12 G. 2.**
2. The minimum break-in-duty of a pilot on a duty period will be as follows:

Duty Period Type	Minimum Scheduled Break	Minimum Actual Break
Non-Trans-Oceanic	<ul style="list-style-type: none"> • Nine hours prior to duty period (if the two duty periods surrounding break are scheduled for a total of 20 hours or less) • Ten hours prior to duty period (if the two duty periods surrounding break are scheduled for a total of more than 20 hours) • 13 hours prior to duty period if reporting in: <ul style="list-style-type: none"> ○ EWR after arriving in JFK or LGA at the end of the prior duty period, or ○ JFK or LGA after arriving in EWR at the end of the prior duty period 	<ul style="list-style-type: none"> • Eight hours fifteen minutes prior to duty period (if the two duty periods surrounding break are scheduled for a total of 20 hours or less) • Nine hours prior to duty period (if the two duty periods surrounding break are scheduled for a total of more than 20 hours) • 13 hours prior to duty period if reporting in: <ul style="list-style-type: none"> ○ EWR after arriving in JFK or LGA at the end of the prior duty period, or ○ JFK or LGA after arriving in EWR at the end of the prior duty period
Trans-Oceanic (Away From Base)	<ul style="list-style-type: none"> • 13 hours prior to duty period • 13 hours after duty period scheduled for 13 hours or less • 18 hours after duty period scheduled for more than 13 hours 	<ul style="list-style-type: none"> • 11 hours prior to duty period (eight hours after non-ocean-crossing deadhead duty period) • 11 hours after duty period scheduled for 13 hours or less • 14 hours after duty period scheduled for more than 13 hours
Trans-Oceanic (In Base)	<ul style="list-style-type: none"> • 13 hours prior to duty period • 13 hours after duty period 	<ul style="list-style-type: none"> • 11 hours prior to duty period (eight hours after non-ocean-crossing deadhead duty period) • 13 hours after duty period

Exception: The minimum break-in-duty for a pilot reporting for an FRMS duty period that follows the delay or cancellation of a prior FRMS duty period will be ten hours.

Note one: If the pilot’s release is at one co-terminal airport and his report is at another, applicable ground travel time under **Section 8 B. 3.** will be added to his scheduled break-in-duty.

Note two: See **Section 23 D. 1311.** for additional minimum breaks in duty for purposes of line construction.

Section 12 – Hours of Service

Note three: A pilot who completes a rotation may be required to fly the next scheduled rotation on his line, or a portion thereof, without first receiving such break-in-duty, provided that such flying can be accomplished within his maximum scheduled duty time under **Section 12 D. 2. – 4.**

Example:

Day	4	5	6	7
Rotation (4)	A			
Rotation (5-7)		A	B	C

- a. Assumption: The pilot is rerouted or delayed on rotation (4) to return to base on the 5th within nine hours of his report for A day of rotation (5-7).
- b. Results:
 - 1) The pilot may be required to fly all or part of A day of rotation (5-7) as originally scheduled even though he did not receive a nine hour break in base.
 - 2) The pilot remains on duty during the period that extends from block-in from rotation (4) through block-out for rotation (5-7).
 - 3) The pilot’s maximum scheduled duty time on the 5th is measured from his report following his last break-in-duty.

~~2. Reserved.~~

~~3. Reserved.~~

~~4. Reserved.~~

~~5.~~ A pilot who does not arrive at his layover hotel in time to be afforded at least eight hours of uninterrupted sleep opportunity at such hotel will, upon arrival at the hotel, inform Crew Tracking that he will:

- a. be unable to report as scheduled, and
- b. require eight hours of uninterrupted sleep opportunity from the time he reaches his hotel room.

~~64.~~ In order to maintain schedule integrity and afford a pilot at least eight hours of uninterrupted sleep opportunity at his layover hotel, Crew Tracking may:

- a. reduce the scheduled report of the pilot by up to 30 minutes.
- b. remove a scheduled flight segment(s) from the pilot’s line.

~~75.~~ In order to achieve an FAR-required rest period, Crew Tracking may reduce the scheduled report of a pilot, with his concurrence, by up to 30 minutes.

Note: Such pilot’s actual break-in-duty under **Section 12 G. 2.** will be based on an unreduced report as defined in **Section 12 A. 22.**

~~86.~~ The change of a pilot’s report under **Section 12 G. 64. a.** will not affect his duty period credit.

~~97.~~ The removal of a flight segment from a pilot’s line under **Section 12 G. 64. b.** will be considered a reroute.

~~10. Reserved.~~

~~11. Reserved.~~

~~12. Reserved.~~

Section 12 – Hours of Service

1 ~~138.~~ In order to determine what, if any, assignment has been placed on his schedule for
2 the period following his release, a reserve pilot is required to check his schedule via
3 DBMS/VRU after completion of the last flight segment of a rotation and prior to release.

4 At that time, his schedule may show an assignment:

- 5 a. of a rotation with a report that is at least 12 hours after his release.
- 6 b. to short call duty beginning no earlier than 12 hours after his release (see
7 **Section 23 S. 97. b. Exception**).
- 8 c. of a rest period beginning as early as his release time.

9 ~~149.~~ A reserve pilot who arrives at his base on the last flight segment of his rotation
10 may be assigned additional flying prior to his release. If the additional flying is assigned:

- 11 a. under **Section 23 N. or O.**, the pilot will be scheduled to be released within his
12 maximum scheduled duty time.
- 13 b. under **Section 23 L. (Reroute)**, the pilot will be scheduled to be released within his
14 maximum duty time.

15 ~~1510.~~ Without his consent, a regular pilot will not be inversely assigned to a rotation
16 with a report that is within 11 hours of his release at his base.

17 ~~1611.~~ The break-in-duty of a pilot who utilizes an off-rotation deadhead at the end of a
18 rotation will begin at his originally scheduled release.

19 ~~1712.~~ A pilot who is unable to report for duty as scheduled during his rotation will
20 contact Crew Scheduling or Crew Tracking as far in advance as possible and provide
21 notice of the fact of and reason for his inability to report for duty as scheduled.
22

23 H. ~~Reserved.~~

24
25 ~~I.~~ Duty Period Minimum (DPM)

26
27 A pilot who reports for a rotation will receive minimum pay and credit of two hours for each
28 duty period.

29 Exception: A pilot who acknowledges his removal from a rotation under **Section 4 H. 1. a.** is
30 not eligible for DPM notwithstanding **Section 4 F.**
31

32 ~~J.~~ Average Daily Guarantee (ADG)

33
34 A pilot will be guaranteed average pay and credit of not less than five hours and 15 minutes
35 for each day of his rotation, including days added as a result of a reroute or late operations.

36 Exception: A pilot will not be entitled to ADG for the last day of a rotation that has a release
37 prior to 0200, unless the rotation was scheduled or rerouted to release after 0200 on such day.
38

39 ~~K.~~ Duty Period Credit (“1 for 2”)

40
41 1. A pilot who reports for duty will be guaranteed a minimum duty period credit. Such
42 credit will be calculated on the greater of scheduled or actual duty time, prorated on a
43 minute-by-minute basis, for each duty period, as follows:

- 44 a. one hour credit for every two hours of duty time from 0600 to 2200 (pilot’s base
45 time), and
- 46 b. one hour credit for every one and ~~three-quarters~~ one half hours of duty time,

Section 12 – Hours of Service

- 1) from 2200 to 0600 (pilot's base time), or
 - 2) from 2200 to release from a duty period that includes 0359 (pilot's base time).
2. A pilot who is granted a personal drop for a duty period(s) or portion thereof, will not be eligible for duty period credit for such duty period(s).

~~LK~~. Rotation Credit ("1 for 3½")

1. A pilot will be guaranteed a minimum of one hour rotation credit for every three and one half rotation hours, prorated on a minute-by-minute basis.
2. Rotation hours begin at report at the start of a rotation and end upon release at the pilot's base at the end of his rotation.
3. A pilot who reports for the last duty period of a rotation, but does not fly, will receive rotation credit calculated at the pay rate applicable to the equipment he was scheduled to fly.
4. A pilot who reports for the last duty period of a rotation and deadheads, but does not fly, will receive rotation credit calculated at the pay rate applicable to the equipment he was scheduled to fly.

~~ML~~. Rotation Pay and Credit Calculations

1. When a rotation is constructed, the total pay and credit of such rotation is the greater of:
 - a. ADG (**Section 12 JI**), if applicable,
 - b. rotation credit (**Section 12 LK**), or
 - c. the sum, on a duty period basis, of the greater of the duty period credit (**Section 12 KI**), DPM (**Section 12 HI**), or scheduled flight time for each duty period in the rotation.
2. At the completion of each rotation, a pilot will receive pay and credit for the greater of:
 - a. rotation credit (**Section 12 LK**),
 - b. the sum of his duty period credits (**Section 12 KI**),
 - c. ADG (**Section 12 JI**), if applicable,
 - d. the sum of his DPMs,
 - e. his flight time, or
 - g. the pay and credit determined in **Section 12 ML 1**. (i.e., as constructed).

Note: Pay for credit, if any, in excess of flight time will be calculated at the pay rate applicable to the pilot's last non-deadhead flight segment of the rotation.
3. For an asterisk rotation, a pilot will only be guaranteed pay and credit, as determined under **Section 12 ML 1 c**, for each duty period of his originally published rotation in the current bid period (see **Section 4 F 6**).

~~NM~~. Duty-Free Periods

1. A regular pilot will not be required to standby or fly during a duty-free period.
Exception: A regular pilot may be assigned duty during a duty-free period:
 - a. as a result of flying or deadheading from one bid period into the next.
 - b. as provided in **Section 11 F**.
 - c. if inversely assigned under **Section 23 N** or **O**.

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- 1 d. as the result of a flight delay.
 2 e. as the result of a reroute.
 3 f. if he requests such duty.
 4 2. A reserve line, whether awarded through PBS or specially created, will contain a number
 5 of X-days in accordance with the following charts:
 6 a. In a bid period with a reserve guarantee of 72:00 – 74:59:
 7

# of reserve days in a 30-day bid period	# of X-days in a 30-day bid period	# of reserve days in a 31-day bid period	# of X-days in a 31-day bid period
1	0	1	0
2-3	1	2-3	1
4-5	2	4-5	2
6-8	3	6-7	3
9-10	4	8-9	4
11-12	5	10-12	5
13-14	6	13-14	6
15-17	7	15-16	7
18-19	8	17-18	8
20-21	9	19-21	9
22-24	10	22-23	10
25-26	11	24-25	11
27-28	12	26-27	12
29-30	13	28-29	13
		30-31	14

- 8
 9 b. In a bid period with a reserve guarantee of 75:00 – 80:00:
 10

# of reserve days in a 30-day bid period	# of X-days in a 30-day bid period	# of reserve days in a 31-day bid period	# of X-days in a 31-day bid period
1	0	1	0
2-3	1	2-3	1
4-6	2	4-5	2
7-8	3	6-8	3
9-11	4	9-10	4
12-13	5	11-13	5
14-16	6	14-15	6
17-18	7	16-17	7
19-21	8	18-20	8
22-23	9	21-22	9
24-26	10	23-25	10
27-28	11	26-27	11
29-30	12	28-29	12
		30-31	13

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Note: A reserve pilot in a category in which the number of reserve lines is projected to be at least 20% of the number of pilots in such category will be awarded one X-day more than the number shown in **Section 12 AM. 2.**

3. A reserve line, whether awarded through PBS or specially created, will contain a number of inviolable (golden) X-days in accordance with the following chart:

# of reserve days in a 30-day bid period	# of golden X-days in a 30-day bid period	# of reserve days in a 31-day bid period	# of golden X-days in a 31-day bid period
1-2	0	1-2	0
3-7	1	3-7	1
8-12	2	8-12	2
13-17	3	13-18	3
18-22	4	19-23	4
23-27	5	24-28	5
28-30	6	29-31	6

4. Golden X-days will be:
- the earliest X-day(s) of any block that contains them, and
 - spaced through the bid period (i.e., golden days will not be stacked on the same or mostly the same days, and will not be arranged to exclude placement on a holiday).
5. Each day will be made available as a scheduled X-day on at least 15% of the reserve lines in each category.
Exception: This requirement will be reduced to one X-day in a category with less than 15 reserves or two X-days in a category with less than 20 reserves, but more than 14 reserves.
6. X-day(s) will begin at midnight (pilot’s base time).
Exception one: X-day(s) may begin at a time other than midnight, by mutual agreement between the Company and the MEC Scheduling Committee Chairman.
Exception two: X-day(s) which have been moved under **Section 23 S. 11. – 149. – 12.** may begin at a time other than midnight.
- ~~7. Reserved.~~
8. A reserve pilot will not be required to fly on an X-day(s).
Exception: A reserve pilot may be assigned duty on an X-day(s):
- as a result of flying or deadheading from one bid period into the next.
 - as provided in **Section 11 F.**
 - if inversely assigned under **Section 23 N. or O.**, provided:
 - the X-day(s) is not golden, and
 - the inverse assignment (as scheduled) would not cause the pilot to exceed the ALV.
 - as the result of a flight delay.
 - as the result of a reroute.
 - if he requests such duty.

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1 **98.** An X-day(s) may be moved, at pilot request, via PCS, if reserve availability in the
2 category is sufficient (as determined by the application of the reserves required formula
3 under **Section 23 #V. 4.**), provided the:

- 4 a. X-day(s) moved are either:
5 1) an X-day block (comprised of single or multiple X-days, as originally published
6 or pro-rated),
7 2) the first day and/or the last day of an X-day block as originally published or pro-
8 rated, or
9 3) part of a series of contiguous X-days that includes either the first or last day of an
10 X-day block,
11 b. movement of the X-day(s) does not cause an FAR violation,
12 c. X-day(s) are not moved into or out of his scheduled vacation,
13 d. X-day(s) are moved to be contiguous with:
14 1) another X-day block,
15 2) a training day,
16 3) a vacation day,
17 4) a PD/APD day, or
18 5) a jury duty day,

19 Exception one: An X-day block (comprised of single or multiple X-days, as
20 originally published or pro-rated) may be moved to a day(s) that is not contiguous
21 with a day of jury duty, PD/APD day, vacation day, training day, or another X-day
22 block.

23 Exception two: The first day and/or the last day of an X-day block, or part of a series
24 of contiguous X-days that includes either the first or last day of an X-day block, may
25 be moved to a day(s) that is not contiguous with a day of jury duty, PD/APD day,
26 vacation day, training day, or another X-day block, provided:

- 27 1) the total number of X-day blocks resulting from the move does not exceed the
28 Max Reserve Off Day Blocks limit for that category as published in the bid
29 package, and
30 2) movement of an X-day(s) does not reduce a contiguous block of on-call days
31 between X-day blocks, or between an X-day block and a training day(s), or
32 between an X-day block and a vacation day(s), or between an X-day block and a
33 PD/APD day(s), or between an X-day block and a day(s) of jury duty to a length
34 that is less than the greater of the longest rotation in the bid package or:
35 a) four days for narrowbody categories.
36 b) six days for widebody categories.

37 Exception one: A widebody category pilot whose category has a published
38 MSL and whose reserve line contains a contiguous block(s) of on-call days
39 equal to or greater than the MSL may not move an X-day if such X-day move
40 would reduce the length of such contiguous block(s) of on-call days to a length
41 that is less than the MSL.

42 Note: The terms of **Section 12 N. 9M. 8. d. 2) Exception one** may be modified
43 by mutual agreement between the Director – Crew Resources and the MEC
44 Scheduling Committee Chairman.

Section 12 – Hours of Service

1 Exception two: A pilot whose reserve line contains a contiguous block of on-
2 call days that is less than required in **Section 12 N-9M. 8. d. 2)** may further
3 reduce such block of on-call days without regard to **Section 12 N-9M. 8. d. 2).**

- 4 e. movement of an X-day(s) does not reduce a contiguous block of on-call days between
5 X-day blocks, or between an X-day block and a training day(s), or between an X-day
6 block and a vacation day(s), or between an X-day block and a PD/APD day(s), or
7 between an X-day block and a day(s) of jury duty to a length that is less than the
8 lesser of the number of days in the longest published rotation in the category or:
9 1) three days in a narrowbody category or
10 2) four days in a widebody category,

11 Exception one: A widebody category pilot whose category has a published MSL and
12 whose reserve line contains a contiguous block(s) of on-call days equal to or greater
13 than the MSL may not move an X-day if such X-day move would reduce the length
14 of such contiguous block(s) of on-call days to a length that is less than the MSL

15 Note: The terms of **Section 12 N-9M. 8. e. Exception one** may be modified by
16 mutual agreement between the Director – Crew Resources and the MEC Scheduling
17 Committee Chairman.

18 Exception two: A pilot whose reserve line contains a contiguous block of on-call
19 days that is less than stated in **Section 12 N-9M. 8. e.** may further reduce such block
20 of on-call days without regard to **Section 12 N-9M. 8. e.**
21 and

- 22 f. X-day(s) sought to be moved begins at least 72 hours after the award date of the X-
23 day(s) move.

24 Note: During the PBS bid award process, a request to move an X-day into or out of the
25 last six days of the current bid period will not be granted.

26 ~~109.~~ A golden day(s) will lose its status as a golden day if it is moved.

27 ~~110.~~ A pilot may waive an X-day(s). Such X-day(s) will be forfeited.

28 29 ~~0N.~~ Full Service Bank

- 30
31 1. A pilot's bank will have an account balance that is positive, negative or zero.
32 2. A bank balance is subject to the following limits:
33 a. A positive bank balance may not exceed 60 hours.
34 b. A negative bank balance may not exceed 30 hours.
35 3. In each bid period:
36 a. a pilot may deposit into his bank account up to 20 hours of credit that is accumulated
37 in excess of 80 hours in such bid period.
38 b. the first five hours of credit a pilot accumulates in excess of 80 hours will be
39 automatically applied against a negative bank balance. Such repayment does not
40 constitute a deposit.
41 c. a deposit will be applied against a negative bank balance.
42 d. a pilot may withdraw all or any portion of his positive bank balance for the purposes
43 set forth in **Section 12 0N. 4.**
44 e. a pilot may borrow up to 20 hours of credit from his bank in a bid period for the
45 purposes set forth in **Section 12 0N. 4.**
46

Section 12 – Hours of Service

- 1 4. A pilot may withdraw or borrow from his bank account for the following purposes:
 - 2 a. to receive additional credit for pay purposes (up to the lesser of the ALV plus five
 - 3 hours or 82 hours) for the current bid period.
 - 4 Exception: A pilot may not withdraw more than five hours from his bank in a bid
 - 5 period in which the pilot is awarded a GS.
 - 6 b. to purchase up to ten vacation days for use during the subsequent vacation year.
 - 7 c. to purchase, by mutual agreement, up to ten vacation days for use during the current
 - 8 vacation year.

9 Note: See **Sections 7 E. 4. and 5.** concerning placement of purchased vacation days.

- 10 5. A pilot may not use more than ten purchased vacation days in any vacation year.
- 11 6. Bank credit withdrawn or borrowed by a pilot will be paid at his carry-over rate for the
- 12 bid period in which such transaction occurs.
- 13 7. Bank transaction requests must be submitted via DBMS under **Section 23 B.**
- 14 8. A bank transaction(s) will be processed at the end of a bid period.
- 15 9. A pilot's bank deposit will be processed before any other bank transaction initiated by
- 16 him.

18 **PO.** Co-terminal Operations

- 19
- 20 1. A pilot who is assigned to a base with co-terminal airports:
 - 21 a. will report to the airport that is the point of origination for the first flight segment of
 - 22 his rotation.
 - 23 b. will be provided parking at the co-terminal airport of his rotation's origination.
 - 24 c. may elect to have his company mail delivered to the co-terminal airport of his choice.
 - 25 d. will not be assigned recovery flying under **Section 23 K. 1.** that originates at a co-
 - 26 terminal airport other than the airport to which he was scheduled to report.
- 27 2. A rotation will begin and end at the same co-terminal airport.

28 Exception: A holiday, transition or reroute rotation or a rotation created after publication

29 of the bid package, may be scheduled to report at one co-terminal airport and end at

30 another co-terminal airport. In such circumstance, the Company will deadhead the pilot

31 by surface transportation to the co-terminal airport of origination. The pilot's release will

32 be extended by the applicable ground travel time specified under **Section 8 B. 3.**
- 33 3. When a pilot ends a duty period within a rotation at a co-terminal airport at his base other
- 34 than the co-terminal airport from which the rotation originated, he will:
 - 35 a. be provided lodging under **Section 5 E.**
 - 36 b. begin his next duty period at the co-terminal airport of his release.

38 **OP.** Window of Circadian Low (WOCL)

- 39
- 40 1. At the time of publication of the bid package:
 - 41 a. if a duty period is scheduled to intrude into a WOCL, it will:
 - 42 1) contain no more than two landings within the WOCL.
 - 43 2) not contain a flight segment(s) originating subsequent to the WOCL.
 - 44 b. for an LAX, SEA, or SLC category, no flight segment will be scheduled with a
 - 45 departure between 0000 and 0500 pilot base time when the departure point is in the
 - 46 Central or Eastern time zone.

Section 12 – Hours of Service

- 1 2. An initial line will not contain:
 - 2 a. consecutive duty periods that intrude into the WOCL, unless the intervening break-in-
 - 3 duty:
 - 4 1) is at least 21 hours, or
 - 5 2) includes the period from 0000 to 0759 (pilot acclimated time).
 - 6 b. a rotation with more than two duty periods that intrude into a WOCL.
- 7 3. The rules under **Section 12 ~~OP. 1.~~ or 2.** will apply only to non-trans-oceanic operations
- 8 within North America and/or Latin America. Exceptions to such rules may be made with
- 9 the concurrence of the MEC Scheduling Committee Chairman.
- 10 4. A pilot:
 - 11 a. will not be scheduled to fly in more than three consecutive WOCLs.
 - 12 b. who is scheduled to fly in three consecutive WOCLs will not fly in the subsequent
 - 13 two consecutive WOCLs, other than as late operations.
 - 14 Exception: A pilot who is scheduled to fly in three consecutive WOCLs and who is
 - 15 not scheduled to fly in the fourth consecutive WOCL may be awarded flying in the
 - 16 fifth consecutive WOCL if he requests such duty.

RQ. DBMS Display

- 18 1. The Company will make available to each pilot via DBMS his block hours flown in the:
 - 19 a. previous 672 hours.
 - 20 b. previous six months.
 - 21 c. previous 365 days.
- 22 2. The Company will make available to each pilot via DBMS his FDP hours in the:
 - 23 a. previous 168 hours.
 - 24 b. previous 672 hours.

1 SECTION 13

2
3 LEAVES OF ABSENCE

4
5 A. Definitions

- 6
7 1. “FAA leave” means a leave of absence described in **Section 13 K.**
- 8 2. “Known personal leave” means a period of unpaid personal leave that is made available
9 by the Company and awarded to pilots in a category, in seniority order, under **Section 13**
10 **J. 2.**, during which a pilot will remain on active payroll status.
- 11 3. “Legal duty” means participation by a pilot in a legal proceeding as:
12 a. a juror, or
13 b. a subpoenaed witness in:
14 1) criminal litigation, or
15 2) legal or administrative proceedings arising out of his employment with the
16 Company.
17 Exception: Participation in proceedings under **Section 1, 16, 18, 19,** or **27** is not
18 legal duty.
- 19 4. “Reserve pro rata share” means the reserve guarantee divided by the associated number
20 of on-call days in a bid period on a reserve line.
- 21 5. “Scheduled legal duty leave” means legal duty leave that is reported by the pilot to the
22 Company prior to the close of line bidding for the bid period in which the legal duty
23 leave is scheduled to occur, and that the Company, at its discretion, places on the pilot’s
24 schedule prior to the close of line bidding for such bid period.
- 25 6. “Unscheduled legal duty leave” means legal duty leave that the Company does not place
26 on a pilot’s schedule prior to the close of line bidding for the bid period in which the legal
27 duty leave is scheduled to occur.

28
29 B. Medical Leave

- 30
31 1. A pilot who is unable to perform flight duties due to sickness or injury will be granted an
32 unpaid medical leave upon exhaustion of sick leave, or later if the pilot elects to utilize
33 earned vacation. During such a leave a pilot may be entitled to benefits under the D&S-
34 ~~Plan, and a former NWA pilot may be entitled to a Disability Retirement Pension under~~
35 ~~the NWA Pension Plan or disability benefits under the NWA LTD Plan.~~
- 36 2. A pilot will be eligible to return to active payroll status or to begin training required in
37 order to return to active payroll status within ten years from the beginning of a medical
38 leave.
- 39 3. A pilot who does not return to active payroll status, or does not begin training required in
40 order to return to active payroll status, within ten years from the beginning of a medical
41 leave will be removed from the seniority list. A pilot who does not successfully complete
42 such training will not be deemed to have returned to active payroll status for purposes of
43 **Section 13 B.**

44 Note: For purposes of measuring the ten-year period under **Section 13 B. 3.:**

- 45 a. For a former NWA pilot receiving a Disability Retirement Pension from the NWA
46 Pension Plan, or who receives or received a Disability Retirement Pension that

Section 13 – Leaves of Absence

1 ceases or ceased due to his attainment of age 60, such ten year period will be
2 measured from the pilot's Disability Retirement Date under the NWA Pension Plan
3 (regardless of whether the Disability Retirement -Date occurred before or after
4 October 30, 2008),

- 5 b. For a former NWA pilot receiving disability benefits under the NWA LTD Plan,
6 such ten year period will be measured from the pilot's LTD Date under the NWA
7 LTD Plan (regardless of whether the LTD Date occurred before or after October 30,
8 2008), or
9 c. For a former NWA pilot on a medical leave on October 30, 2008, or on sick leave
10 on October 30, 2008 leading to a medical leave, such ten year period will be
11 measured from the date the medical leave began.
12

13 C. Return from Leave 14

- 15 1. A pilot who returns to active payroll status after an unpaid leave of less than six months
16 will return to the category he held at the beginning of his leave, unless a pilot senior to
17 him was involuntarily displaced from that category during his leave. If a pilot senior to
18 him was involuntarily displaced from that category during his leave, or the category no
19 longer exists, the pilot will transfer to the category of his choice that his seniority permits
20 him to hold.
21 2. A pilot who returns to active payroll status after an unpaid leave of six or more months
22 may:
23 a. return to the category he held at the beginning of the leave.
24 Exception: If a pilot senior to him was involuntarily displaced from that category
25 during his leave, or the category no longer exists, the pilot will transfer to the
26 category of his choice that his seniority permits him to hold, or
27 b. transfer to a category in which there has been an advance entitlement awarded during
28 his leave that his seniority permits him to hold. Upon such transfer, the pilot will
29 incur a training freeze under **Section 22 G**.
30 3. A pilot who requires training and who gives Crew Resources at least 30 days advance
31 written notice of the date of his anticipated return to active payroll status from an unpaid
32 leave of two months or more will be returned to active payroll status upon the conclusion
33 of such leave. A pilot who requires training but has not given such notice, will continue
34 on unpaid leave until the earlier of 1) the date he begins training, or 2) 30 days after he
35 provided written notice to Crew Resources of his availability to return to active payroll
36 status. Such training will be scheduled to begin with the earliest training class that has a
37 vacancy.
38 Exception one: This provision will not apply to a pilot who returns from a medical leave
39 of absence during which he is eligible to receive benefits under the D&S Plan (including
40 the NWA LTD Plan). Such pilot will be returned to active payroll status upon
41 presentation of a valid First Class Medical Certificate to his Chief Pilot, unless he is
42 being evaluated under **Section 15**.
43 Exception two: This provision will not apply to a former NWA pilot who returns from
44 retirement after age 60, after receiving a Disability Retirement Pension from the NWA
45 Pension Plan that ceased due to his attainment of age 60. Such pilot will be returned to

Section 13 – Leaves of Absence

1 active payroll status upon presentation of a valid First Class Medical Certificate to his
2 Chief Pilot, unless he is being evaluated under **Section 15**.

- 3 4. An administrative pilot will return to the line under **Section 10 B**.
4 5. A pilot who is released from duty for Association business will return to duty under LOA
5 #1 (Release From Duty for Association Business: Option to be Removed From Category
6 & Return to Duty).
7 6. A pilot who returns from a leave of absence and who has not been awarded a line for the
8 bid period in which he returns will be placed on a specially created reserve line and, if
9 training is required, he will be trained as soon as possible.

10 D. Military Leave

- 11
12
13 1. Upon his request, a pilot will be granted an unpaid military leave in accordance with
14 applicable law.
15 2. Military leaves will expire according to the following (or earlier at the pilot's request):
16 a. Military leaves in excess of 180 days shall expire at the earlier of 90 days after
17 discharge from active service or five years from the start of the leave.
18 b. Military leaves in excess of 30 days, but less than 180 days will expire 14 days after
19 the conclusion of uniformed service.
20 c. Military leaves of 30 days or less will expire eight hours after the conclusion of
21 uniformed service.
22 Exception: If a pilot is interned as a prisoner or hostage of war during a military leave,
23 his military leave will expire 180 days after his release.
24 3. The Company may:
25 a. intervene with the appropriate military or draft board authorities to seek a deferment
26 of military service, or
27 b. seek a deferment or cancellation of military training.

28 E. Legal Duty Leave

- 29
30
31 1. Upon receipt of a summons or subpoena for legal duty, a pilot will immediately notify the
32 ~~Chief Pilot Support Center~~Company, and will provide a copy of the summons or
33 subpoena.
34 2. A pilot will be placed on legal duty leave to participate in legal duty.
35 3. A pilot will be paid and credited:
36 a. 5:15 for each day of scheduled legal duty leave,
37 b. if awarded:
38 1) a regular line, the scheduled value of each rotation dropped due to unscheduled
39 legal duty leave.
40 2) a reserve line, a reserve pro rata share for each on-call day dropped due to
41 unscheduled legal duty leave.
42 Exception: A pilot who does not immediately notify the ~~Chief Pilot Support~~
43 ~~Center~~Company under **Section 13 E. 1**. will be placed on unpaid legal duty leave.
44 4. A pilot who is released from legal duty prior to the end of his legal duty leave period
45 may, upon mutual consent with the Company, be removed from his remaining legal duty
46 leave. Such pilot, if awarded:

Section 13 – Leaves of Absence

- 1 a. a regular line, will not receive pay or credit for the portion of the legal duty leave
- 2 from which he is removed.
- 3 b. a reserve line, will be assigned a specially created reserve line covering the remainder
- 4 of his legal duty leave.

- 5 5. The Company may intervene with the appropriate authorities to seek release from or
- 6 deferral of legal duty.

7 Note: A pilot who on his own behalf seeks release from or deferral of legal duty and is

8 granted such release or deferral will request to be removed from his remaining legal duty

9 leave under **Section 13 E. 4.**

- 10 6. A pilot subpoenaed as a witness in a legal or administrative proceeding not arising out of
- 11 his employment will be granted a personal drop to accommodate such appearance.

12 Note: Upon mutual consent with Crew Scheduling, such pilot, if awarded a reserve line,

13 will be granted a change of X-day(s) to accommodate such appearance.

14

15 F. Transfer Leave

16

- 17 1. A pilot who transfers to a different base will, upon request, be granted unpaid transfer
- 18 leave between his last commitment at his old base and his first commitment at his new
- 19 base.

20 Exception: Transfer leave does not apply to a pilot who is entitled to and receives a paid

21 move under **Section 6 B.**

- 22 2. The length of transfer leave will be determined by the distance between the bases. A
 - 23 pilot will be afforded one day of transfer leave for every 400 miles, or portion thereof,
 - 24 between bases. Transfer leave will not be less than three days, nor more than seven days.
 - 25 3. Transfer leave will be designated in either the bid period before the conversion date, or
 - 26 the bid period after the conversion date, as follows:
- 27

Line immediately before conversion	Line immediately after conversion	Bid period when released
Regular	Regular	Bid period with least days dropped
Regular	Reserve	Bid period after conversion
Reserve	Regular	Bid period before conversion
Reserve	Reserve	Bid period before conversion

- 28
- 29 4. The projection and line guarantee of a regular pilot will be reduced by the value of the
 - 30 rotation(s) dropped.
 - 31 5. The monthly guarantee of a reserve pilot will be reduced by a reserve pro rata share for
 - 32 each reserve on-call day removed from a pilot's line due to a transfer leave.
- 33

34 G. Maternity Leave

35

- 36 1. Upon confirmation by a physician of pregnancy, a pilot will provide her Chief Pilot with
- 37 a letter from an Initial Notification of Pregnancy form signed by her physician confirming
- 38 pregnancy ~~and~~, indicating an estimated delivery date, and certifying that she is fit to
- 39 continue flying without restrictions.

Section 13 – Leaves of Absence

- 1 2. If a pregnant ~~pilot's physician provides a written release for flight status, the pilot may~~
2 ~~continue~~wishes to fly ~~until~~past the end of ~~the second trimester (her:~~
3 ~~a. 26th week)~~ of pregnancy, she must submit a 26-Week Pregnancy Update form signed
4 by her physician certifying that she is fit to continue flying without restrictions.
5 ~~b. 32nd week of pregnancy, she must submit a 32-Week Pregnancy Update form signed~~
6 by her physician and AME certifying that she is fit to continue flying without
7 restrictions.
8 Note: A pilot may submit a reimbursement claim through DBMS for any reasonable
9 expense incurred in obtaining such certification from her AME.
- 10 3. A pilot who provides ~~medical certification of pregnancy~~an Initial Notification of
11 Pregnancy form will be released from duty upon her request, ~~but not later than the end of~~
12 ~~the second trimester (26th week) of pregnancy.~~ Such pilot will be eligible to use sick
13 leave and unused earned vacation immediately upon her release from duty. Such pilot
14 will be granted an unpaid medical leave upon exhaustion of sick leave, or later if she
15 elects to use earned vacation.
- 16 4. A pilot who is medically disabled from performing flight duty on account of pregnancy
17 will be eligible for disability benefits under the D&S Plan.
- 18 5. A pilot who is on medical leave on account of pregnancy who has not lost her First Class
19 Medical Certificate, but who in the judgment of her physician and the Director – Health
20 Services (or his designee) is medically disabled from performing flight duty, and whose
21 return to active payroll status will be expedited by doing so, will be deemed to have lost
22 her First Class Medical Certificate for purposes of long term disability benefit eligibility
23 under the D&S Plan, for a period not to exceed six months.
- 24 6. A pilot's eligibility for sick leave and/or medical leave on account of pregnancy will
25 expire six weeks following ~~normal~~vaginal delivery, or eight weeks following delivery by
26 cesarean section. If any personal medical condition of such pilot, physical or mental,
27 continues to disable her from performing duties as a flight crewmember following this
28 period, additional sick leave will be subject to **Section 14** and/or additional medical leave
29 will be subject to **Section 13 B**.
- 30 7. A pilot on medical leave on account of pregnancy will continue to receive Company paid
31 medical/dental coverage and life insurance for herself and her eligible family members
32 for the first 30 days of such leave and during any period in which she is receiving
33 benefits under the D&S Plan. A pilot may thereafter continue medical/dental coverage
34 and life insurance at her cost for the duration of such leave.
- 35 8. A pilot on medical leave on account of pregnancy will be responsible for any optional
36 insurance premiums (including, but not limited to, optional additional life insurance,
37 dependents life insurance, accidental death and dismemberment insurance, and voluntary
38 personal insurance).
- 39 9. Return to flight status will be contingent upon medical certification from the pilot's
40 physician of her fitness to return to flight status without restrictions or limitations.
- 41

Section 13 – Leaves of Absence

1 H. FMLA Leave

- 2
- 3 1. A pilot will be eligible for FMLA leave under the Family and Medical Leave Act if he:
- 4 a. Has a minimum of 12 months of service,
- 5 b. Has a FMLA qualifying event under **Section 13 H. 2.**,
- 6 c. Requests the leave 30 days in advance, if practicable, or otherwise as soon as
- 7 practicable, and
- 8 d. Has a minimum of either:
- 9 1) 504 paid hours, excluding vacation and sick time, during the 12 months
- 10 immediately preceding the leave, or
- 11 2) 540 paid hours during the 12 months immediately preceding the leave.
- 12 2. FMLA qualifying events include:
- 13 a. Birth of a child and to care for the child.
- 14 b. Placement of child with the pilot for adoption or foster care and to care for the newly
- 15 placed child.
- 16 c. For the pilot's own serious health condition which renders the pilot unable to perform
- 17 the functions of his job.
- 18 d. To care for the pilot's spouse, domestic partner, child under the age of 18 (or over the
- 19 age of 18 if the child has a permanent physical or mental disability that prevents him
- 20 from performing three or more activities of daily living under the Americans with
- 21 Disabilities Act), or parent with a serious health condition.
- 22 e. Qualifying exigency arising out of the fact that a covered family member who is a
- 23 member of a regular component of the Armed Forces is deployed to a foreign
- 24 country.
- 25 f. Qualifying exigency arising out of the fact that a covered family member who is a
- 26 member of the National Guard or Reserves is deployed to a foreign country under a
- 27 call or order to active duty.
- 28 g. To care for a covered family member who received a serious injury or illness in the
- 29 line of duty while on active duty in the Armed Forces.
- 30 3. The maximum duration of a FMLA leave is:
- 31 a. Up to 12 weeks of leave during the applicable rolling 12-month period, for qualifying
- 32 events under **Section 13 H. 2. a., b., c., d., e., and f.**
- 33 b. Up to 26 weeks of leave in a single 12-month period to care for a covered service
- 34 member with a qualifying serious injury or illness, under **Section 13 H. 2. g.** Such 26
- 35 weeks of leave include the 12 weeks of leave otherwise available under the FMLA.
- 36 4. FMLA leave is unpaid leave, unless the pilot is eligible for other paid leave (e.g.,
- 37 vacation, sick leave, accident leave).
- 38 5. While on FMLA leave, a pilot will be eligible for benefits as follows:
- 39 a. Medical, dental and vision benefits, by the timely payment of premium(s) equal to the
- 40 premium(s) paid by a pilot in active payroll status, for the option(s) he is enrolled in.
- 41 b. Company-paid basic life insurance.
- 42 c. Disability benefits and survivor medical, dental, and vision benefits.
- 43 6. A pilot may elect to use any unused, earned vacation while on FMLA leave for the
- 44 qualifying events under **Section 13 H. 2. a. – c.** A pilot is required to use any unused,
- 45 earned vacation while on FMLA leave for the qualifying events under **Section 13 H. 2. d.**
- 46 – g.

Section 13 – Leaves of Absence

- 1 7. Notwithstanding any other provision of this **Section 13**, FMLA leave will be granted and
2 administered consistent with the Family and Medical Leave Act of 1993 and the
3 regulations promulgated thereunder.
4

5 I. Death in the Immediate Family 6

- 7 1. Upon notifying his Chief Pilot or his designee, a pilot will be released from duty when a
8 death occurs in his immediate family. A pilot's "immediate family" includes his:
9 a. spouse,
10 b. children,
11 c. parents,
12 d. parents-in-law,
13 e. grandparents,
14 f. grandchildren,
15 g. siblings,
16 h. stepparents,
17 i. brothers-in-law,
18 j. sisters-in-law,
19 k. sons-in-law,
20 l. daughters-in-law,
21 m. grandparents-in-law,
22 n. stepparents-in-law, and
23 o. any wholly dependent relative residing in the employee's household.
24 2. Such pilot will be paid and credited as shown on his line for a period of up to four
25 consecutive days beginning with the first duty period or reserve on-call day from which
26 he was released.
27 3. The remains of a deceased pilot, pilot's spouse, pilot's children, and the pilot's parents
28 may be shipped at Company expense over the lines of the Company.
29

30 J. Personal Leave 31

- 32 1. The Company may grant a pilot an unpaid personal leave when operations permit.
33 2. In addition, the Company may award periods of known personal leave, in category, in
34 seniority order, to eligible pilots in such category as follows:
35 a. A pilot will be eligible to be awarded a period of known personal leave if he:
36 1) has completed OE,
37 2) is not a non-consolidated pilot, and
38 3) is not scheduled to fly or be absent during the period of known personal leave
39 (e.g., vacation, training, military leave, sick leave, or legal duty leave).
40 Note: A pilot who is anticipated by the Company to attend training will be
41 considered to be scheduled for such training for the purposes of **Section 13 J. 2. a. 3)**.
42 Such pilot would not be an eligible pilot under this Section.
43

Section 13 – Leaves of Absence

- 1 b. An eligible pilot may bid and be awarded an available period of known personal leave
2 under the following schedule:
3

Days Before Start of Bid Period Containing Available Period of Known Personal Leave	Event
36 days	Available periods of known personal leave posted
31 days	Bidding for periods of known personal leave closes
27 days	Awards of periods of known personal leave posted

- 4
5 c. An award of a period of known personal leave will be revocable only by mutual
6 agreement between the Company and the pilot.
7 d. During a period of known personal leave, a pilot will:
8 1) not be eligible to use sick leave credit hours or accident leave.
9 2) remain on active payroll status.

10 K. FAA Leave

- 11
12
13 1. A pilot on active payroll status who does not possess a valid First Class Medical
14 Certificate and who is unable to perform his duties while the FAA reviews his application
15 for a First Class Medical Certificate may be eligible for up to 60 consecutive days of
16 FAA leave, if:
17 a. the pilot promptly contacts the DHS and his AME to report the FAA’s pending
18 review of his application for a First Class Medical Certificate and provides the DHS
19 with copies of all information and documents exchanged between the pilot or his
20 AME and the FAA regarding the pending medical review and any receipts or other
21 documentation that shows when information and documents were sent or received.
22 b. at least 15 days from the initial submission of documentation and information
23 requested by the FAA has passed.
24 c. the pilot’s AME has determined that he is qualified to hold a First Class Medical
25 Certificate, and
26 d. the DHS concludes that the pilot and his AME have submitted proper responses to the
27 FAA in a timely manner, and that neither the pilot nor his AME is responsible for any
28 undue delay.
29 2. FAA leave may be exhausted prior to using sick leave.
30 3. While eligible, and to the extent of his available FAA leave:
31 a. a regular pilot will be paid and credited for the scheduled value of his rotation(s) lost
32 due to FAA leave.
33 b. a reserve pilot will be paid and credited a reserve pro rata share for each of his on-call
34 day(s) lost due to FAA leave.
35 c. an unassigned pilot will be paid a pro rata portion of the reserve guarantee for each
36 day of his FAA leave.
37 Note: A pilot who flies a portion of a rotation, but is unable to fly the entire rotation due
38 to FAA leave, will not be paid and credited more than he would have received had he
39 flown the entire rotation.

Section 13 – Leaves of Absence

- 1 4. A pilot's use of FAA leave will cease upon the earlier of:
2 a. 60 consecutive days, or
3 b. upon the pilot's receipt of a valid First Class Medical Certificate, unless he is being
4 evaluated under **Section 15**.
5 5. If the FAA review concludes that a pilot who has been on FAA leave is not or has not
6 previously been medically qualified to possess a First Class Medical Certificate during
7 the period of FAA leave, any FAA leave used will convert to sick leave, to the extent
8 available, and upon exhaustion of sick leave the pilot would be placed upon a medical
9 leave of absence.

10
11 L. General

- 12
13 1. While on a leave of absence, a pilot will not engage in:
14 a. aviation employment without prior permission from the Company, or
15 b. business activities adverse to the Company's interest.
16 2. A pilot on an unpaid leave of absence will be eligible for continued Company
17 medical/dental coverage for the first 30 days of leave. A pilot may thereafter continue
18 medical/dental coverage and life insurance at his cost for the duration of the leave, in
19 accordance with procedures established by the Company.
20 Exception: A pilot on known personal leave under **Section 13 J. 2.** will be eligible for
21 continued Company medical/dental, disability, life insurance, and survivor
22 medical/dental coverage throughout the duration of his known personal leave.
23 3. For line construction purposes, the value of an unpaid leave of absence will be 1/30th or
24 1/31st of the ALV for each day of such unpaid leave.

1 SECTION 14

2
3 SICK LEAVE

4
5 A. Definitions

- 6
7 1. "Doctor" means a medical professional who holds one of the following degrees:
- 8 a. M.D.,
 - 9 b. D.O.,
 - 10 c. D.D.S.,
 - 11 d. ~~D.C.~~,
 - 12 ~~e. D.M.D.~~, or
 - 13 ~~f. D.P.M.~~
- 14 2. "Doctor's certificate" means written verification from a doctor with whom a pilot has a
15 bona fide patient relationship, indicating in general terms the nature of ~~the~~ pilot's
16 sickness.
- 17 3. "Employment year" means a one-year period beginning on a pilot's employment
18 anniversary date.
- 19 4. "Known absence" means a period of unavailability in a subsequent bid period for which a
20 pilot is scheduled prior to initial line awards for such bid period (e.g., training, vacation,
21 sick, MLOA, ALPA duty) during which a pilot may not be awarded a rotation(s) or on-
22 call day(s).
- 23 5. "Known accident leave" means accident leave in the subsequent bid period that is known
24 by the pilot before the date for the close of line bidding for such bid period as specified in
25 **Section 23 B.**
26 Note: A period of 14 or more days of known accident leave will be considered a known
27 absence. A period of less than 14 days of known accident leave will be considered a
28 known absence at the Company's discretion.
- 29 6. "Known sick leave" means sick leave in the subsequent bid period that is known by the
30 pilot before the date for the close of line bidding for such bid period as specified in
31 **Section 23 B.**
32 Note: A period of 14 or more days of known sick leave will be considered a known
33 absence. A period of less than 14 days of known sick leave will be considered a known
34 absence at the Company's discretion.
- 35 7. "NWA sick leave bank" means the accumulated sick leave hours of a former NWA pilot
36 under the NWA CBA as of the day preceding October 30, 2008 (or, in the case of a NWA
37 disabled pilot or inactive NWA pilot, as of the day preceding the applicable date under
38 **Section 14 D. 1. d. and e.**).
- 39 8. "Personal drop sick" (PDS) means a personal drop request by a pilot to engage in a
40 routine health maintenance procedure-, i.e., ordinary preventative care that does not
41 disqualify a pilot from performing duties as a flight crewmember. PDS requests will be
42 granted at the discretion of the Chief Pilot's Office.
- 43 9. "Pro rata portion of the ALV" means the ALV for a position divided by the number of
44 days in a bid period.
- 45 10. "Pro rata portion of the reserve guarantee" means the reserve guarantee for a position
46 divided by the number of days in a bid period.

Section 14 – Sick Leave

1 11. “Qualified health care professional” (QHCP) means a licensed and credentialed medical
2 professional who holds one of the following degrees:

3 a. A.P.R.N.,

4 b. D.C.,

5 c. P.A. – C., or

6 d. PhD, and is credentialed as a licensed clinical psychologist.

7 12. “QHCP certificate” means written verification from a QHCP, with whom a pilot has a
8 bona fide patient relationship, indicating in general terms the nature of the pilot’s
9 sickness.

10 13. “Reserve pro rata share” means the reserve guarantee divided by the associated number
11 of on-call days in a bid period on a reserve line.

12 14. “Sick” means disabled due to sickness, as defined in **Section 14 A. 15.**

13 15. “Sick leave year” means the period from June 1 of each year to the subsequent May 31.

14 16. “Sick leave shadow period” means a period of unavailability that is applied to a pilot’s
15 line prior to initial line awards under **Section 14 H.**, during which an award of a
16 rotation(s) or on-call day(s) will be for pay purposes only. Any such rotation(s) or on-
17 call days(s) will remain available to be awarded to another pilot in PBS.

18 17. “Sickness” means any personal medical condition of a pilot, physical or mental, that
19 disables him from performing duties as a flight crewmember.

20 Note: Sickness does not include routine health maintenance procedures, i.e., ordinary
21 preventative care that does not disqualify a pilot from performing duties as a flight
22 crewmember.

23 18. “Sick occurrence” means the period between the time a pilot calls in sick and the time
24 that he calls in well.

25 Note: Regular line days off and reserve X-days within a sick occurrence will not be
26 considered to be sick leave.

27 19. “Unanticipated accident leave” means accident leave for the current or subsequent bid
28 period that is reported to the Company by a pilot after the line award for the bid period.

29 20. “Unanticipated sick leave” means sick leave for the current or subsequent bid period that
30 is reported to the Company by a pilot after the line award for the bid period.

31 ~~19. “Unverified sick leave” means sick leave not verified under **Section 14 F. 2.**~~

32
33 B. Dental Conditions

34
35 1. With respect to dental conditions, a pilot will be deemed to be sick for purposes of sick
36 leave only for periods of absence:

37 a. during which he is hospitalized.

38 b. during which he is taking prescription medication that makes him ineligible for flying
39 status.

40 c. during which he is experiencing oral/facial pain and/or requires immediate dental
41 treatment.

42 d. due to dental surgery requiring a period of recuperation and/or secondary treatments
43 during which a pilot is unable to exercise the privileges of his 1st Class medical.

44 2. A pilot will not be deemed sick for purposes of sick leave during absences due to routine
45 or recare appointments.
46

Section 14 – Sick Leave

C. Injury on Duty

1. A pilot who is sick due to an injury occurring on duty with the Company, will be eligible for up to 90 consecutive days of accident leave, for each separate accidental injury. Accident leave must be exhausted prior to using sick leave.
2. While eligible, and to the extent of his available accident leave:
 - a. a regular pilot will be paid and credited:
 - 1) for the scheduled value of his rotation(s) lost due to unanticipated accident leave, or
 - 2) the greater of:
 - a) the scheduled value of his rotation(s) awarded for pay purposes under **Section 14 H. 1.**, or
 - b) a pro rata portion of the ALV for each day of his known accident leave.
 - b. a reserve or unassigned pilot will be paid and credited:
 - 1) a reserve pro rata share for each of his on-call day(s) lost due to unanticipated accident leave, or
 - 2) the greater of:
 - a) a reserve pro rata share for each of his on-call day(s) awarded for pay purposes under **Section 14 H. 1.**, or
 - b) a pro rata portion of the reserve guarantee for each day of his known accident leave.

Note: A pilot who flies a portion of a rotation, but is unable to fly the entire rotation due to unanticipated accident leave, will not be paid and credited more than he would have received had he flown the entire rotation.

D. Eligibility for Sick Leave Credit Hours

1. A pilot who:
 - a. has completed his initial OE at the Company will be eligible for sick leave credit hours as follows:

Year of Employment	Sick Leave Credit Hours
1 st	50
2 nd	75
3 rd	100
4 th	125
5 th	145
6 th	170
7 th	195
8 th	220
9 th - 19 th	240
20 th and thereafter	270

Note: A pilot's year of employment for purposes of this chart is his number of years of employment plus one.

Section 14 – Sick Leave

Examples:

- 1) A currently active pilot with an employment date of September 15, 2007 will enter the table on June 1, 2008 as having two years of employment (September 15, 2007 to June 1, 2008 – the pilot is in his 1st employment year on June 1st, to which one will be added, providing two years of employment for sick leave credit purposes.
- 2) A currently active pilot with an employment date of July 16, 2001 will enter the table on June 1, 2008 as having eight years of employment (July 16, 2001 to June 1, 2008 – the pilot is in his 7th year of employment on June 1st, to which one will be added, providing for eight years of employment for sick leave credit purposes.

- b. exhausts his sick leave credit hours for any sick leave year, and whose absence due to sickness continues into the subsequent sick leave year, will not be eligible to receive an allotment of sick leave credit hours in a subsequent sick leave year until he reports for a rotation, begins a reserve on-call day, or begins training in the subsequent sick leave year.
- c. returns to active payroll status following a medical leave of absence (under **Section 13 B-**), will not be eligible for sick leave credit hours until completion of all training required to return to flight duty, including OE.
Note: If such pilot is returning from disability and has exhausted his sick leave credit hours for the current sick leave year, he may elect to transfer up to 50 hours of his allotment from the subsequent sick leave year by making a written request to his Chief Pilot or the Chief Pilot Support Center within 30 days of his return to active payroll status. Such transferred sick leave credit hours will be deducted from and will not carry over into his allotment for the subsequent sick leave year.
- d. was an NWA disabled pilot immediately prior to his return to active payroll status, will not be eligible for sick leave credit hours until completion of all training required to return to flight duty, including OE.
- e. was an NWA inactive pilot immediately prior to his return to active payroll status, will be eligible for sick leave credit hours upon completion of all training required to return to flight duty, including OE. His NWA sick leave bank balance, if any, will be reduced by the number of sick leave credit hours so credited to him. After this reduction, such pilot's remaining NWA sick leave bank, if any, will be applied as described in **Section 26 Q.**

Section 14 – Sick Leave

- 1 f. is recalled from furlough or is newly employed will be allocated the percentage of
2 annual sick leave credit hours (under **Section 14 D. 1. a.**) for the remainder of that
3 sick leave year as follows:
4

Month	Percentage of annual sick leave credit hours
June	100%
July	91.7%
August	83.3%
September	75%
October	66.7%
November	58.3%
December	50%
January	41.7%
February	33.3%
March	25%
April	16.7%
May	8.3%

- 5
6 2. Sick leave credit hours (see **Section 14 D. 1.**) that are not used in a sick leave year do not
7 carry over to subsequent sick leave years.
8 Exception: A pilot on sick leave as of May 31 of one sick leave year (year 1), who
9 remains on sick leave as of June 1 of the next sick leave year (year 2), may carry over and
10 use his unused sick leave hours from year 1 in year 2 for only that continuous period of
11 sickness. The pilot will not receive an allotment of sick leave hours under **Section 14 D.**
12 **I. a.** in year 2 or a subsequent sick leave year until he reports for a rotation, begins a
13 reserve on-call day or begins training in year 2 or a subsequent sick leave year.
14

15 E. Pay And Credit

- 16
17 1. While eligible, and subject to **Section 14 E. 4.**:
18 a. a regular pilot will be paid and credited:
19 1) for the scheduled value of his rotation(s) lost due to unanticipated sick leave, or
20 2) the greater of:
21 a) the scheduled value of his rotation(s) awarded for pay purposes under **Section**
22 **14 H. 1.**, or
23 b) a pro rata portion of the ALV for each day of his known sick leave.
24 b. a reserve or unassigned pilot will be paid and credited:
25 1) a reserve pro rata share for each of his on-call day(s) lost due to unanticipated sick
26 leave, or
27 2) the greater of:
28 a) a reserve pro rata share for each of his on-call day(s) awarded for pay
29 purposes under **Section 14 H. 1.**, or
30 b) a pro rata portion of the reserve guarantee for each day of his known sick
31 leave.

Section 14 – Sick Leave

1 Note one: A pilot who flies a portion of a rotation, but is unable to fly the entire rotation
2 due to unanticipated sick leave, will not be paid and credited more than he would have
3 received had he flown the entire rotation.

4 Note two: A regular pilot, who is removed from a rotation that transitions bid periods to
5 a reserve line due to unanticipated sick leave, will be paid and credited for the scheduled
6 value of such rotation in both bid periods.

- 7 2. A regular pilot who, during a period of sick leave, advises the Company of the date on
8 which he will be well, may:
- 9 a. rejoin a rotation(s) from which he was removed due to unanticipated sickness when it
10 passes through his base. Such pilot may not rejoin a rotation that has been
11 awarded/assigned to another pilot under **Section 23 E., F., or R.** unless such other
12 pilot consents to removal. A pilot who consents to removal will not be eligible for a
13 Company removal guarantee (**Section 4 E.**) or rotation guarantee (**Section 4 F.**),
14 b. add a rotation(s) to his line under **Section 23 E., F., or R.** that conflicts with his
15 period of sick leave and is scheduled to operate after he is well.

16 Note one: The value of such added rotation(s) will be used to replenish the pilot's
17 sick leave credit allotment up to the value of sick leave paid for that portion of his
18 sick leave that occurred after the date on which he advised the Company he would be
19 well. Additional pay above the single pay and credit of a rotation necessary to
20 replenish the pilot's sick bank will be paid to the pilot.

21 Note two: If a pilot is subsequently removed from such added rotation(s) due to
22 unanticipated sick leave, he will not receive sick leave credit hours for any portion of
23 such rotation that conflicts with the period of his original sick leave.

24 Note three: Any duty period that transitions from one day to the next will, for
25 purposes of sick leave replenishment and calling in well, be deemed to have been
26 completed on the day the duty period began (see **Example Four** below).

27 Note four: Sick leave credit hours that are replenished will not be applied against a
28 pilot's block hour limit or his white slip pickup limit.

29 Note: If such pilot's rotation transitions bid periods to a reserve line, his sick leave credit
30 allotment will be replenished for the value of the original rotation on his reserve line and
31 he will return to his reserve line during such day(s).

32 Example One:

- 33 1) Pilot calls in sick for a four-day rotation (A, B, C, and D) with a value of 24
34 hours
- 35 2) Pilot advises the Company on A day that he will be well for B day
- 36 3) Pilot is paid 24 hours of sick leave for original rotation
- 37 4) A day has a value of seven hours and remaining rotation has a value of 17 hours
- 38 5) On C day, pilot is awarded and flies a three day white slip with a value of 18
39 hours
- 40 6) 17 hours will be used to replenish the pilot's available sick leave hours
- 41 7) Pilot receives pay and credit for the remaining one hour of pay due for the white
42 slip rotation
- 43
- 44

Section 14 – Sick Leave

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Example Two:

- 1) Pilot calls in sick for a four-day rotation (A, B, C, and D) with a value of 20 hours
- 2) Pilot advises the Company on B day that he will be well for C day
- 3) Pilot is paid 20 hours of sick leave for original rotation
- 4) A and B days have a value of nine hours and remaining rotation has a value of 11 hours
- 5) On C day, pilot is awarded and flies a one-day white slip with a value of seven hours
- 6) All seven hours will be used to replenish the pilot's available sick leave hours
- 7) Pilot receives no other pay and credit

Example Three:

- 1) Pilot calls in sick for a four-day rotation (A, B, C, and D) with a value of 21 hours
- 2) Pilot advises the Company on A day that he will be well on B day
- 3) Pilot is paid 21 hours of sick leave for original rotation
- 4) A day has a value of six hours and remaining rotation has a value of 15 hours
- 5) On B day, pilot is awarded and flies a two-day green slip with a value of 11 hours
- 6) 11 hours will be used to replenish the pilot's available sick leave hours
- 7) Pilot receives single pay, no credit for the portion of the GS that exceeds the lesser of the ALV or 75 hours

Example Four:

- 1) Pilot calls in sick for a four day rotation (A, B, C, and D) with a value of 22 hours that includes a duty period that begins on B day and releases on C day
- 2) Pilot advises the Company on A day that he will be well on C day
- 3) Pilot is paid 22 hours of sick leave for original rotation, of which 15 hours were attributable to A and B day
- 4) Pilot picks up a three-day rotation with a value of 18 hours that reports on C day
- 5) Seven hours will go to replenish the pilot's sick leave credit hours
- 6) Pilot receives 11 hours pay and credit

Example Five:

- 1) Pilot calls in sick for a four day rotation (A, B, C, and D) with a value of 22 hours that transitions bid periods
- 2) A and B days have a total value of 11 hours and are on a regular line
- 3) C and D days have a total value of 11 hours and are on a reserve line
- 4) Pilot is paid 11 hours of sick leave credit for A and B days and 11 hours of sick leave credit (toward his reserve guarantee) on C and D days

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Example Six:

- 1) Pilot calls in sick for a four day rotation (A, B, C, and D) with a value of 22 hours that transitions bid periods
 - 2) A and B days have a total value of 11 hours and are on a regular line
 - 3) C and D days have a total value of 11 hours and are on a reserve line
 - 4) Pilot advises the Company on B day that he will be well on C day
 - 5) Pilot is paid 11 hours of sick leave credit for A and B days and his sick leave bank is replenished with 11 hours for C and D days
 - 6) Pilot returns to his reserve line on such days
3. Sick leave credit hours that are paid and credited to a pilot will be simultaneously deducted from such pilot's available sick leave credit hours, on a one-for-one basis.
 4. Each pilot's sick leave year begins on June 1 and ends on the following May 31.
 5. A computer display will be provided to permit a pilot to view his sick leave usage and balance.
 6. A pilot who, while engaged in international operations outside the United States, suffers an illness or injury that arises from an occupational condition peculiar to the country(ies) in which he performed services, or living condition(s) peculiar to the country(ies) in which he performed services, will be eligible for sick leave under **Section 14**. In addition, the following will apply to such pilot:
 - a. The sick leave credit hours of a pilot who returns to active payroll status in the same sick leave year will be restored in an amount equal to the sick leave credit hours paid and credited to him in such sick leave year on account of such illness or injury.
 - b. A pilot who returns to active payroll status in a subsequent sick leave year will be eligible for sick leave credit hours in such year under **Section 14 D. 1.**
 - c. A pilot who receives a short term disability benefit payment under the D&S Plan, will be paid a supplemental payment equal to the difference between the benefit payment and the ALV for his category.
 7. A pilot who is granted a PDS will not receive pay and credit for the rotation or reserve on-call day(s) dropped.

F. Notification/Verification of Sickness

1. A pilot will notify Crew Scheduling upon becoming aware:
 - a. that, due to sickness, he will be unable to perform duty or be available on an on-call day,
 - b. of a period of known sick leave and known accident leave so that Crew Scheduling may post it as a known absence, and
 - c. that he is well.
- Note: A pilot is not required to state the nature of his ~~illness~~sickness to Crew Scheduling.
2. ~~A~~ Subject to Section 14 F. 6., a pilot may who has used more than 100 but not more than 160 hours of sick leave in the 12 completed bid periods preceding the start of a sick occurrence, other than sick leave that has been verified under Section 14 F. 4., will be required to verify any sickness such occurrence within 21 days of its start by providing to his Chief Pilot or the Chief Pilot Support Center either a QHCP certificate or a doctor's

Section 14 – Sick Leave

1 certificate ~~or other proof of illness~~. At its option, the Company may require a doctor's
2 certificate to satisfy verification under **Section 14 F. 2., 3., or 4.**

- 3 3. ~~Verification of sickness under~~ Subject to **Section 14 F. 2.** is required when:
- 4 a. ~~6.~~ a pilot who has used more than ~~400~~160 hours of ~~unverified~~ sick leave in the 12
5 completed bid periods preceding the start of a sick occurrence, other than sick leave
6 year, or
- 7 ~~b. a pilot that~~ has been ~~absent on a single sick~~ verified under **Section 14 F. 4.** will be
8 required to verify such occurrence ~~for 15 or more consecutive~~ within 21 days of its start
9 by providing to his Chief Pilot or the Pilot Support Center a doctor's certificate.
- 10 4. When individual circumstances exist that give the Company a good faith basis to inquire
11 regarding the medical reason for a pilot's use of sick leave, such pilot may be required to
12 state the nature of his ~~illness~~sickness in general terms to his Chief Pilot. Following such
13 discussion, the Chief Pilot may:
- 14 a. consider the current sick ~~leave~~ occurrence to be verified, or
15 b. require ~~verification of the pilot to verify his~~ sickness ~~from the pilot under Section 14~~
16 ~~F. 2) by providing a doctor's certificate.~~
- 17 Note: Such individual circumstances may not be derived solely from the amount of sick
18 leave used by the pilot or the frequency of his sick occurrences.
- 19 5. In the event the Company requires a doctor's certificate for verification, under **Section 14**
20 **F. 2. or 4.**, a pilot may submit a reimbursement claim through DBMS for any reasonable
21 expense incurred in obtaining such verification.
- 22 6. A pilot who:
- 23 a. has used 50 or fewer of his available sick leave hours in each of the previous two sick
24 leave years will be exempt from the provisions of **Section 14 F. 2. and 3.**
- 25 b. provides a doctor's certificate at his expense verifying a sick occurrence for which he
26 has used at least 100 hours of sick leave may, upon his request, not be considered to
27 have used such sick leave hours for purposes of **Section 14 F. 2. and 3.**, provided the
28 sick occurrence involves:
- 29 1) the fracture of a major bone (e.g., hand, shoulder, leg, hip), or
30 2) an acute condition resulting in an unplanned hospital admission.
- 31 Note one: **Section 14 F. 6. b. 1)** will not apply if the sick occurrence is due to a
32 chronic or degenerative condition.
- 33 Note two: **Section 14 F. 6. b. 2)** will not apply to an emergency room visit that does
34 not result in a hospital admission.
- 35 Note three: Sick leave hours in a sick occurrence that meet the criteria under **Section**
36 **14 F. 6. b.**, will be counted toward the determination of a pilot's eligibility for the
37 exemption in **Section 14. F. 6. a.**
- 38 c. returns to active payroll status following a medical leave of absence during which he
39 was eligible for disability benefits under **Section 26 K.** will be considered to have
40 used no sick leave hours in the 12 bid periods immediately preceding his return to
41 active payroll status for purposes of **Section 14 F. 2. and 3.**
- 42

Section 14 – Sick Leave

1 G. Medical Release Requirement

2
3 A pilot who is required to verify his sickness under **Section 14 F. 4.** may be required to
4 provide the Company with a written authorization for release of medical information
5 (release), provided the release is limited to:

- 6 1. the specific sickness for which the pilot claimed sick leave,
- 7 2. the day(s) on which the pilot claimed sick leave and the consecutive day(s) off
8 immediately preceding and succeeding the day(s) on which a pilot claimed sick leave,
9 and
- 10 3. a Company designated doctor or other health care professional(s) and the Director –
11 Health Services and the Senior Vice-President of Flight Operations.

12 H. Effect on Monthly Bidding

13
14
15 A pilot who:

- 16 1. bids prior to his known sick leave or known accident leave will have a sick leave shadow
17 period applied to his line of time for the period of such known sick leave or known
18 accident leave.
- 19 2. exhausts his available sick leave credit hours, and remains unavailable due to sickness,
20 will:
 - 21 a. be removed from his line, if applicable, and
 - 22 b. not be eligible to bid or be awarded a line until he:
 - 23 1) reports that he is able to return to flight duty (at which time he will be placed on a
24 specially created reserve line), and if applicable,
 - 25 2) is approved to return to flight status under **Section 15 B.**

26 Note: A pilot will not be removed from his line until the earlier of confirmation by the
27 pilot that he will not be available for the remaining portion of such line or seven days
28 after the first attempted contact by Crew Resources to confirm the pilot's availability for
29 the remaining portion of such line.

30 I. Drug/Alcohol Rehabilitation Leave

31
32
33 A pilot is covered by the provisions of the Flight Operations Policy and Procedures (FOPP)
34 Manual 00-30-50, as it may be amended in consultation with the Delta Pilot Assistance
35 Committee.

36 J. International Operations

- 37 1. In addition to the benefits described in **Section 14 C.** and **E.**, the Company will reimburse
38 a pilot engaged in international operations for:
 - 39 a. additional expenses occasioned by his location outside the continental limits of the
40 United States at the time of his sickness.
 - 41 b. the complete care of his occupational sickness, and reoccurrences of the same (so
42 long as the pilot remains an employee of the Company), arising from his occupation
43 or due to the living and health conditions peculiar to the countries in which he
44 performed services.

Section 14 – Sick Leave

1 Note: In such cases, a pilot will assign any worker's compensation benefits due
2 under applicable law to the Company.

- 3 2. The Company will return to the United States a pilot engaged in international operations
4 who becomes sick outside the continental limits of the United States and requires
5 treatment or convalescence in the United States.
- 6 3. A pilot engaged in international operations who becomes sick outside the continental
7 limits of the United States will continue to accrue per diem until he returns to his base.
8

9 K. Effect on Vacation

- 10
11 1. A pilot who is incapacitated, immobile and confined to a hospital or his home,
12 immediately prior to or while on vacation may be placed on sick leave in lieu of vacation,
13 provided he submits:
 - 14 a. a written request to the Senior Vice President – Flight Operations, and
 - 15 b. a doctor's certificate supporting such incapacitation, immobilization and confinement.
- 16 2. A pilot who is placed on sick leave in lieu of all or a portion of a vacation period may re-
17 bid such vacation period (or portion thereof) through the vacation move-up process.
- 18 3. A pilot who is placed on accident leave may in lieu of taking all or a portion of a
19 vacation, upon written notice to Crew Resources prior to the end of the vacation period,
20 rebid such vacation (or portion thereof) through the vacation move-up process. A pro
21 rata portion of the ALV, in the month in which such days were originally scheduled, will
22 be deposited into the pilot's vacation bank for each vacation day to be rebid.
- 23 4. A pilot who, on December 31, is in a category pair, i.e., the combined Captain and First
24 Officer categories of an aircraft type in a base, in which the total sick leave usage for that
25 year is equal to or less than:
 - 26 a. 6% of total pilot pay, excluding premium pay, in such category pair, will receive:
 - 27 1) one supplemental vacation day in the following vacation year that may be used as
28 an IVD under **Section 7 I.** and
 - 29 2) one additional occasion on which he may use an IVD under **Section 7 I.** in such
30 vacation year.
 - 31 b. 5.5% of total pilot pay, excluding premium pay, in such category pair, will receive:
 - 32 1) two supplemental vacation days in the following vacation year that may be used
33 as an IVD under **Section 7 I.** and
 - 34 2) two additional occasions on which he may use an IVD under **Section 7 I.** in such
35 vacation year.

36

37 L. Early Return From Known Sick Leave or Known Accident Leave

38

- 39 1. A pilot who was awarded a line with known sick leave or known accident leave and who
40 subsequently returns prior to his anticipated date of return will be afforded the option of
41 receiving pay and credit for the balance of his known sick leave or known accident leave
42 or, if awarded:
 - 43 a. a regular line, being assigned a blank regular line covering the balance of his known
44 sick leave or known accident leave. Upon his notification to Crew Scheduling when
45 calling in well, he may request and be assigned a specially created reserve line
46 covering the balance of his originally shown sick or accident leave.

Section 14 – Sick Leave

- 1 b. a reserve line, being assigned a specially created reserve line covering the balance of
- 2 his originally shown sick or accident leave.
- 3 2. A pilot who:
- 4 a. opts to receive pay and credit for the balance of his known sick leave or known
- 5 accident leave under *Section 14 L. 1.* will be permitted to construct a line from open
- 6 time available at the time of assignment, without regard to *Section 23 P.* and subject
- 7 to *Section 14 E. 2.*
- 8 b. is assigned to a blank regular line under *Section 14 L. 1. a.* will be permitted to
- 9 construct a line from open time available at the time of assignment, without regard to
- 10 *Section 23 P.*
- 11 3. A pilot who is assigned to a:
- 12 a. specially created reserve line under *Section 14 L. 1.* will be guaranteed pay and credit
- 13 for no less than a pro rata portion of the reserve guarantee for each day on his
- 14 specially created reserve line.
- 15 b. blank regular line under *Section 14 L. 1. a.* will not be guaranteed pay and credit for
- 16 the value of his originally shown period of sick leave.

17
18 M. Workers Compensation Benefits

19
20 When a pilot is absent from work because of a sickness for which he receives workers
21 compensation payments or payments as provided in the Federal Longshore and Harbor
22 Workers Compensation Act, such payments will offset compensation received by him under
23 *Section 14*, covering the same period of absence, to an equal dollar amount.

1 SECTION 15

2
3 PHYSICAL EXAMINATIONS

4
5 A. Definitions

- 6
7 1. "ALPA Aeromedical Advisor" is a doctor from ALPA's Aeromedical Office (Aviation
8 Medicine Advisory Service).
9 2. "Director – Health Services" (DHS) means an Aviation Medical Examiner designated by
10 the Company to conduct the medical review of a pilot under **Section 14 G. 3.** and **Section**
11 **15 B.** If the designated DHS becomes unavailable, the Company will promptly designate
12 another Aviation Medical Examiner as the DHS.
13 3. "Physical standards" means the standards established by the FAA for the issuance of a
14 First Class Medical Certificate, including the FAA waiver and restriction policy.
15 4. "Pro rata portion of the ALV" means the ALV for a position divided by the number of
16 days in a bid period.

17
18 B. Medical Review and Evaluation

- 19
20 1. Regardless of whether a pilot has a current First Class Medical Certificate, the Director –
21 Health Services (DHS) may review the medical records of a pilot:
22 a. who receives an FAA special issuance medical certificate,
23 b. who seeks to return to flight duty after being absent for at least four months for
24 medical reasons, or
25 c. when there is reason to believe he may not meet the physical standards.
26 2. A pilot undergoing medical review under this section will give the DHS access to all
27 medical records requested by the DHS.
28 3. The DHS may require a medical evaluation of a pilot holding a valid First Class Medical
29 Certificate. This medical evaluation will be limited to the nature of the First Class
30 Medical physical standard(s) in question.
31 4. The DHS and the ALPA Aeromedical Advisor will confer on the choice of the Company
32 Medical Examiner (CME) prior to sending the pilot for evaluation, if the pilot releases
33 the pertinent information to the ALPA Aeromedical Advisor.
34 5. The DHS will select the CME.
35 6. Medical information provided by the DHS to the CME will be limited to medically
36 relevant information provided by doctors and treating facilities.
37 7. The CME will be instructed to:
38 a. provide the pilot with written notice of his determination, and
39 b. will not report his determination to the FAA pending resolution of any challenge
40 under this section.
41 8. If the CME determines that a pilot does not meet physical standards, the pilot may
42 challenge such determination in the following manner:
43 a. Within 30 days of receipt of the written determination, the pilot may request a review.
44 b. The pilot may choose a qualified medical examiner (PME) to conduct a medical
45 evaluation for the same purpose as the medical evaluation made by the CME.
46 Employment of the PME will be at the pilot's expense. However, if the neutral

Section 15 – Physical Examinations

- 1 medical examiner (NME) later determines that the pilot meets the physical standards,
2 the pilot will, upon presentation to his Chief Pilot of an itemized bill from the PME,
3 be reimbursed for such expense.
- 4 c. A copy of the PME's determination will be furnished to the Company. If the PME
5 concurs with the CME that the pilot does not meet the physical standards there will be
6 no further review.
- 7 d. If the PME does not concur with the CME, the pilot may initiate further review by
8 making a written request to the Senior Vice President-Flight Operations within 30
9 days of the PME's determination. The review will consist of a medical evaluation
10 performed by the NME, preferably a specialist. The NME will be selected by mutual
11 agreement between the CME and the PME. The NME will be advised as to physical
12 standards required to hold a First Class Medical by both the DHS and the ALPA
13 Aeromedical Advisor.
- 14 e. Copies of the NME's determination will be furnished to the Company and the pilot.
15 This determination will be final and binding on the Company and the pilot.
- 16 f. If the NME determines that the pilot meets the physical standards, the expense of
17 employing the NME will be borne entirely by the Company. If the NME determines
18 that the pilot does not meet the physical standards, the expense of employing the
19 NME will be shared equally by the pilot and the Company.
- 20 g. This section will not be construed to deny a pilot his rights to normal FAA and NTSB
21 appeal procedures. This section will not be construed to preclude the Company from
22 requiring a pilot to appeal an FAA medical restriction or disqualification.
- 23 9. The medical review process set forth in this section is the exclusive procedure to
24 determine whether a pilot seeking to return to flight duty meets the physical standards.
- 25 10. The pilot, the Company, the CME, and the NME will complete the evaluation, and any
26 case review process, as expeditiously as possible.

27 28 C. Pay and Credit While Undergoing a Medical Review

- 29
- 30 1. A pilot who is removed from flight duty for an evaluation under this section:
- 31 a. will be paid and credited as shown on his line for the period after such removal and
32 until the CME's determination.
- 33 b. upon the CME's determination that he meets the physical standards, will be returned
34 to flight duty.
- 35 c. upon the CME's determination that he does not meet the physical standards,
36 1) will cease receiving such pay and credit, and
37 2) will become eligible to use his unused sick leave and/or apply for disability
38 benefits.
- 39 d. upon the NME's determination that he meets the physical standards, will be returned
40 to flight duty, and:
- 41 1) if he is then on sick leave, his sick leave will be replenished to the extent of his
42 usage during the evaluation process, or
43 2) if such pilot exhausted his sick leave during the evaluation process, his sick leave
44 will be replenished to the extent of his usage during such process, and he will be
45 paid and credited a pro rata portion of the ALV for the period beginning on the
46 date his sick leave was exhausted and ending on the date he returns to active

Section 15 – Physical Examinations

- 1 payroll status. This pay will be offset by disability benefits covering this same
2 period.
- 3 e. upon the NME's determination that he does not meet the physical standards, will
4 remain eligible to use his unused sick leave, may continue to receive benefits under
5 the D&S Plan or may apply for disability benefits.
- 6 2. A pilot seeking to return to active payroll status from disability or medical leave who is
7 being evaluated under this section:
- 8 a. upon determination by the DHS, CME, or NME that he meets the physical standards,
9 will be returned to active payroll status; and will be paid a pro rata portion of the
10 ALV from the date he presented his First Class Medical Certificate to his Chief Pilot,
11 to the date of his return to active payroll status. This pay will be offset by disability
12 benefits covering this same period.
- 13 b. upon determination by the NME that he does not meet the physical standards, may
14 continue to receive benefits under the D&S Plan or remain on medical leave.
- 15 3. A pilot seeking to return to flight duty from sick leave, who is being evaluated under this
16 section:
- 17 a. will be paid and credited as shown on his line, commencing on the date he presents
18 himself to his Chief Pilot to return to flight duty and ending on the date of a DHS or
19 CME determination that he meets the physical standards.
- 20 b. upon a determination by the DHS or CME that he meets the physical standards, will
21 be returned to flight duty.
- 22 c. upon the CME's determination that he does not meet the physical standards,
23 1) will cease receiving such pay and credit, and
24 2) will become eligible to use his unused sick leave and/or apply for disability
25 benefits.
- 26 d. upon the NME's determination that he meets the physical standards, will be returned
27 to flight duty, and
28 1) if such pilot is then on sick leave, his sick leave will be replenished to the extent
29 of his usage during the evaluation process, or
30 2) if such pilot exhausted his sick leave during the evaluation process, his sick leave
31 will be replenished to the extent of his usage during such process and he will be
32 paid and credited a pro rata portion of the ALV for the period beginning on the
33 date his sick leave was exhausted and ending on the date he returns to active
34 payroll status. This pay will be offset by disability benefits covering this same
35 period.
- 36 e. upon the NME's determination that he does not meet the physical standards, will
37 remain eligible to use his unused sick leave, may continue to receive benefits under
38 the D&S Plan or may apply for disability benefits.

1 SECTION 16

2
3 CREW AUGMENTATION and INTERNATIONAL OPERATIONS

4
5 A. Definitions

- 6
7 1. "Augmented Operation" means a flight segment that utilizes a relief First Officer, relief
8 Captain, or relief crew.
- 9 2. "International operation" means a flight segment to or from an airport, or between
10 airports, located outside the contiguous 48 states of the United States.
11 Exception: A flight segment between an airport located in the Mainland United States
12 and either Canada or Alaska will not be considered an international operation.
- 13 3. "Malaria endemic destination" (MED) means a destination that Flight Operations, in
14 consultation with the International Flying Optimization Team (IFOT), has recommended
15 that employees use a malaria chemoprophylaxis regimen when visiting as a crew
16 member. Rotations to a MED will be designated in the bid package and on the pilot's
17 rotation and a DBMS popup will remind a pilot assigned or awarded a rotation to a MED.
- 18 4. "Ocean crossing" means a flight segment
19 a. across the Atlantic Ocean, or
20 b. across the Pacific Ocean, as follows:
21 1) between the North American continent and the Hawaiian Islands,
22 2) between the Hawaiian Islands and any point west of the 160 degree meridian,
23 3) between the North American continent and a point west of the 160 degree
24 meridian,
25 4) between a Pacific Rim airport and Australia and/or New Zealand,
26 or
27 c. to or from an airport in South America, as follows:
28 1) between the United States and any point further south of the equator than 3
29 degrees, 30 minutes south latitude on the South American continent, and
30 2) any flight segment scheduled for greater than eight hours to, within or from the
31 South American continent,
32 or
33 d. to or from an airport in Europe that crosses latitude 36°N. and/or longitude 45°E.,
34 or
35 e. to or from an airport in Africa, as follows:
36 1) between the United States and any point on the African continent, and
37 2) any flight segment scheduled for greater than eight hours to, within or from the
38 African continent,
39 or
40 f. to or from an airport in Asia on a flight segment scheduled for greater than eight
41 hours to, within or from the Asian continent ,
42 or
43 g. across the Arctic Ocean, between the North American continent and the Asian
44 continent.
- 45 5. "Relief Captain" means a Captain who is current in his position and augments a crew.
46 6. "Relief crew" means a relief Captain and a relief First Officer, collectively.

Section 16 – Crew Augmentation and International Operations

- 1 7. “Relief First Officer” means a type-rated First Officer who is current in his position and
2 augments a crew.
- 3 8. “Rest facility” means an on-board crew rest accommodation for aircraft used on flights
4 requiring a relief pilot or relief crew.
- 5 a. “Class 1 rest facility” means a bunk or other surface that allows for a flat sleeping
6 position and is located separate from both the flight deck and passenger cabin in an
7 area that is temperature-controlled, allows the flightcrew member to control light, and
8 provides isolation from noise and disturbance.
- 9 b. “Class 2 rest facility” means a seat in an aircraft cabin that allows for a flat or near
10 flat sleeping position, is separated from passengers by a minimum of a curtain to
11 provide darkness and some sound mitigation, and is reasonably free from disturbance
12 by passengers or flightcrew members.
- 13 c. “Class 3 rest facility” means a seat in an aircraft cabin or flight deck that reclines at
14 least 40 degrees and provides leg and foot support.

15 Note one: The FAA will determine the classification of each on-board crew rest
16 accommodation.

17 Note two: In the event of a change to the definition of a rest facility under FAR 117, the
18 parties agree to meet and confer regarding such changes.

20 B. Crew Augmentation

- 21
- 22 1. Subject to the limitations in **Section 12**, the following operations may be augmented:
- 23 a. Ocean crossing operations.
- 24 b. Non-ocean-crossing operations on aircraft specified in **Section 16 C. 1. and/or 2.**
- 25 2. During operations that require:
- 26 a. one relief pilot, the relief pilot will be a relief First Officer.
- 27 Exception: The relief pilot may be a relief Captain for a flight segment:
- 28 1) that was originally scheduled with a relief First Officer or a relief crew,
29 2) that is scheduled to depart from a station other than a pilot base for the aircraft
30 in use, and
31 3) on which one First Officer has become unavailable and no other qualified First
32 Officer is available in sufficient time to avoid:
- 33 a) cancellation,
34 b) an intervening break-in-duty for the scheduled crew, or
35 c) a delay requiring the assignment of a new pilot(s) to the flight segment.
- 36 Note: A pilot who operates a flight segment(s) under **Section 16 B. 2. a. Exception**
37 will receive single pay, no credit (in addition to any other form of pay) for such
38 flight segment(s).
- 39 b. more than one relief pilot, a relief crew will be utilized.
- 40 3. A pilot will not serve as an LCP while serving as a relief pilot.

1 C. On-Board Crew Rest Accommodations

2
3 Additional specifics of on-board crew rest accommodations for each aircraft used on flights
4 requiring a relief pilot or relief crew (including MAC flights) are contained in Joint
5 Recommendations or Arbitration Awards attached to the PWA.

6 1. On flight segments that require a relief crew, the aircraft will have a ~~permanent-~~
7 ~~crew~~ Class 1 rest facility that, subject to **Section 16 C. 56.**:

8 a. on the B-777:

- 9 1) contains two bunk beds and two ~~relief~~ seats.
10 2) is located:
11 a) aft of the cockpit,
12 b) in the area above the cabin ceiling, and
13 c) in the vicinity of the door 1 cross aisle.

14 b. on the B-767-300ER:

- 15 1) contains two bunk beds and two seats.
16 2) is located:
17 a) aft of the cockpit, and
18 b) in the area below the main deck in the mid portion of the cabin, accessed
19 through a vestibule in the aft portion of the ~~business-class~~ Delta One cabin.

20 Exception: On B-767-300ER aircraft that will be used in MAC operations operated
21 under **Section 12 F. 2. Exception b. Note two** that require a relief crew (in various
22 ~~Business-Class (BC)~~ Delta One cabin configurations as noted below):

- 23 1) Seat 7A, the current B-767-300ER ~~crew~~ Class 2 rest ~~seat~~ facility, and seat 7D
24 will be designated as ~~crew-rest~~ seats facilities on aircraft with nine rows in the
25 ~~BC~~ Delta One cabin. Seat 5A, the current B-767-300ER ~~crew~~ Class 2 rest
26 ~~seat~~ facility, and seat 5D will be designated as ~~crew-rest~~ seats facilities on aircraft
27 with six rows in the ~~BC~~ Delta One cabin.
28 2) Seats 7D and 5D above will have the same crew rest seat specifications as seat
29 7A and 5A, the current rest seats facilities.
30 3) The divider curtains for all crew rest seats above will extend so that each ~~crew-~~
31 rest seat facility can be enclosed.

32 Note: While the Company intends to retain flexibility to utilize any available B-767-
33 300ER aircraft in MAC operations, the Company agrees to use its best efforts to
34 utilize B-767-300ER configured with a ~~crew-rest~~ facility under Section 16 C. 1. b.
35 when available in MAC operations that require a relief crew.

36 c. on the B-747-~~400~~:

- 37 1) contains two bunk beds and one ~~relief~~ seat.
38 2) is located:
39 a) aft of the cockpit, and
40 b) is accessible through a door just aft of the cockpit door.

41 d. on the ~~A330A-330~~-200:

- 42 1) is an enclosed pilot rest facility (~~PRF~~) which contains two bunk beds and two ~~rest-~~
43 seats.
44 2) is located in the aft cabin area, below the main deck in the space occupied by the
45 bulk cargo bin.
46 3) includes a changing area for each bunk, separated by a full-length curtain.

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1 ~~2. A pilot relief seat on the A-350:~~

2 ~~1) contains two bunk beds and one seat will,~~

3 ~~2) is located:~~

4 ~~a) aft of the cockpit,~~

5 ~~b) in the area above the cabin ceiling, and~~

6 ~~c) is accessible through a door just aft of the cockpit door.~~

7 ~~f. on the A-330-300/900 for flights that are scheduled to be provided on all operated for~~

8 ~~not more than 13 hours, is an enclosed pilot rest facility under **Section 16 C. 2. d.**~~

9 ~~Note: Such aircraft will also have a Class 2 rest facility that will be a seat in the Delta~~
10 ~~One cabin, the location and specifications of which will be mutually agreed upon by~~
11 ~~the Company and the Association.~~

12 ~~2. On flight segments that are scheduled to be operated for more than eight hours but not~~
13 ~~more than 12 hours, block-to-block, the aircraft will have either a Class 1 rest facility~~
14 ~~under **Section 16 C. 1.**, or a Class 2 rest facility that, subject to **Section 16 C. 5.6.**~~

15 ~~a. Reserved on the B-757:~~

16 ~~b. On the B-767-300ER aircraft that have been modified with Business Elite, Vantage~~
17 ~~Flat-Bed seats (in various Business Class (BC) cabin configurations as noted below),~~
18 ~~the pilot relief seat will:~~

19 ~~1) be 1) is seat 4A, and~~

20 ~~2) includes a removable partition between seats 4A and 4B that will provide~~
21 ~~additional privacy.~~

22 ~~b. on the B-767-300ER:~~

23 ~~1) is seat 7A on aircraft with nine rows of seats in the **BCDelta One** cabin,~~

24 ~~2) be is seat 5A on aircraft with six rows of seats in the **BCDelta One** cabin,~~

25 ~~3) include includes a lumbar support, and~~

26 ~~4) include includes a divider curtain.~~

27 ~~c. on the B-767-400ER aircraft that have been modified with Business Elite, Vantage~~
28 ~~Flat-Bed seats the pilot relief seat will on the B-767-400:~~

29 ~~1) be is seat 9A,~~

30 ~~2) include includes a lumbar support, and~~

31 ~~3) include includes a divider curtain.~~

32 ~~Note: On a B-767-400 flight that requires an additional rest seat facility for OE/TOE~~
33 ~~purposes, the additional rest seat facility will be seat 9D.-~~

34 ~~d. Reserved.~~

35 ~~e. on the A330A-330-300 aircraft that have been modified with Business Elite, Cirrus~~
36 ~~Flat-Bed seats the pilot relief seat will/900:~~

37 ~~1) be seat 9A,~~

38 ~~2) include a lumbar support,~~

39 ~~1) is an enclosed pilot rest facility which contains one bunk bed,~~

40 ~~2) is located in the mid cabin area, below the main deck in the space occupied by the~~
41 ~~Lower Deck Mobile Crew Rest compartment,~~

42 ~~3) include is separated from the Flight Attendant Rest Facility by walls and a~~
43 ~~divider heavy curtain- door,~~

44 ~~4) includes a changing area for the bunk, separated by a full-length curtain, and~~

45 ~~5) includes a detachable and storable foam seat back cushion.~~

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1 Note: On an A-330-300 ~~flight on an aircraft that has been modified with Business-~~
2 ~~Elite, Cirrus Flat Bed seats and~~ that requires an additional rest seatfacility for
3 OE/TOE purposes, the additional rest seatfacility will be seat 8A2A.

4 ~~f. on the B-757 aircraft the pilot relief seat will:~~

5 1) ~~be a Business Class seat.~~

6 2) ~~include a leg rest support that:~~

7 a) ~~is adjustable to horizontal,~~

8 b) ~~is padded and upholstered,~~

9 3) ~~include an adjustable headrest extension~~

10 4) ~~include a curtain that will be in compliance with the Joint Recommendations of~~
11 ~~the B-757 Crew Rest Optimization Team, dated May 2007.~~

12 Note: ~~A bassinet will not be placed on the bulkhead forward of the pilot crew rest~~
13 ~~seat and the bulkhead will not be configured to allow installation of a bassinet.~~

14 Note one: On flights operated on B-767-300 ~~or B-757~~ aircraft that require a pilot-
15 crewClass 2 rest seatfacility, the seat beside the pilot-crewClass 2 rest seatfacility will be
16 the last seat filled in the ~~business-class-cabin.~~Delta One cabin and the seat in front of the
17 pilot crew Class 2 rest seat facility will be the second to last seat filled in the Delta One
18 cabin.

19 Note two: On flights operated on B-767-300 ~~or B-757A-330~~ aircraft that require a pilot-
20 crewClass 2 rest facility, ~~the seat and on which there is a seat in front of the pilot-~~
21 ~~crewbehind the Class 2 rest seat, the seat in front of the pilot crew rest seatfacility~~ will be
22 the ~~second to~~ last seat filled in the ~~business-class~~Delta One cabin.

23 Note three: The Captain of each flight operated on B-767-300 ~~or B-757~~ aircraft that
24 require a pilot-crewClass 2 rest seatfacility will be provided a statement that indicates
25 whether a passenger has been booked in the seat beside the pilot-crewClass 2 rest seat-
26 facility and/or, if applicable, the seat in front the pilot-crewClass 2 rest seatfacility.

27 Note four: The Captain of each flight operated on B-767 or A-330 aircraft that require a
28 Class 2 rest facility will be provided a statement that indicates whether a passenger has
29 been booked in the seat behind the Class 2 rest facility.

30 Note six: If wireless internet technology is installed for passengers on aircraft covered by
31 Section 16 C. 1. and/or 2., the Company will arrange complimentary access, if reasonably
32 available, to pilots while on their rest break.

33 Exception: ~~A pilot relief seat~~Unless the terms for doing so are otherwise addressed in the
34 PWA or in a separate agreement between the parties, a Class 2 rest facility will not be
35 provided on aircraft in which an agreed upon Class 1 rest facility has been installed.

36

3. In the event the primary rest facility on any of the aircraft listed in the table below becomes unusable prior to departure and is placed on the MEL, as operational needs dictate, the Company may retain one or more relief pilot(s) as an operating crew rest facility has been installed member(s) and dispatch the aircraft utilizing one or more of the Class 3 rest seats identified below. Unless a Class 3 rest seat(s) is not fully operational, the Class 3 rest seat(s) is to be assigned in the order listed below:

3

<u>Aircraft Type</u>	<u>Class 3 Rest Seats</u>
<u>A330-200</u>	<u>2A/3A/2J</u>
<u>A330-300</u>	<u>2A/2J/3A</u>
<u>B747</u>	<u>75A/75K/74A</u>
<u>B757</u>	<u>4A/4D/3A</u>
<u>B767-300ER (6 Rows)</u>	<u>5D/3A/3D</u>
<u>B767-300ER (9 Rows)</u>	<u>5A/7D/5D</u>
<u>B767-300ER (T)</u>	<u>7A/7D/5A</u>
<u>B767-400</u>	<u>7A/7D/9D</u>
<u>B777</u>	<u>5D/4D/5A</u>

4. For any changes to **Section 16 C. 1. and/or 2.**, and for any aircraft which is not specified in **Section 16 C. 1. and/or 2.** and that is:

- (1) scheduled to operate for more than eight hours, block-to-block, or
- (2) scheduled to operate in a non-ocean-crossing FDP, in the event the parties agree to allow such augmentation,

the location, dimensions and other specifications of the pilot relief seat or crew rest facility, as appropriate, will be determined as follows:

- a. A Crew Rest Optimization Team (the “Team”) will be formed within 14 days of the Company’s decision to either change the terms of **Section 16 C. 1. and/or 2.**, or begin scheduling operations for more than eight hours, block-to-block, on an aircraft not covered by those paragraphs. The Team will be comprised of three members appointed by the Company and three members appointed by the Association. Association appointed members of the Team will be reimbursed for flight pay loss under **Section 24 J.** The Team’s mission will be to make recommendations on the appropriate crew relief seat or crew rest facility for above-described aircraft.
- b. The Team will have no more than two months to exchange information and ideas, explore alternatives, and make its recommendations. This period may be extended by mutual agreement.
- c. The Team will submit its recommendations (joint and/or separate) to a panel consisting of the MEC Chairman and Delta’s Senior Vice President – Flight Operations. The panel will consider and act on the recommendations within ten days of the submission of the recommendations.
- d. Panel action on recommendations:
 - 1) Recommendations approved unanimously by the panel will be implemented as soon as practicable after approval. The implementation process will be initiated within 30 days after approval. Every reasonable effort will be made to implement the recommendations within six months after approval.

Section 16 – Crew Augmentation and International Operations

- 1 2) Recommendations unanimously rejected by the panel will not be subject to
2 further review.
- 3 3) If all recommendations of the Team are rejected by the panel, the Team will
4 reconvene and develop new recommendations within ten days.
- 5 4) Recommendations may, by unanimous decision of the panel, be referred back to
6 the Team for further study and/or modification and re-submission to the panel.
7 Such modifications and re-submissions will be made by the Team within ten days
8 of the referral. The panel will consider and act on the modifications and re-
9 submissions within ten days.
- 10 e. Recommendations approved by one panel member but not the other will be submitted
11 directly to a Five Member Board for final and binding determination. The
12 Association and the Company will each select two Board members, who should be
13 knowledgeable about the matters at issue. The neutral member will be an arbitrator
14 selected by mutual agreement within ten days of submission. If the parties do not
15 mutually agree, an arbitrator will be selected in the usual manner employed by the
16 parties. The Board will have jurisdiction to accept the final offer of either the
17 Company or the Association on the appropriate crew relief seat or facility. The Board
18 proceedings will be governed by **Section 19**. The Team will provide the Board, the
19 Company and the Association access to all the applicable costing, engineering, and
20 other information reviewed during the period they prepared their recommendations,
21 including complete vendor proposals. The Board’s award will be issued within 30
22 days of the date the issue was submitted to the Board for its decision.
- 23 f. Once determined under **Section 16 C. 34**, the location, dimensions, and other
24 specifications of the pilot relief seat or crew rest facility, as appropriate, will be
25 incorporated into **Section 16 C. 1. or 2.**, as applicable.
- 26 45. During the time between the date of signing of the PWA and the date of actual
27 installation of crew rest facilities determined under **Section 16 C. 34**, on such
28 aircraft flight segments that require a:
- 29 a. relief pilot, a dedicated ~~business-class~~Delta One seat will be provided.
- 30 b. relief crew, the following will be provided:
- 31 1) horizontal bunks.
- 32 2) an area appropriate for changing clothes.
- 33 3) a dedicated ~~business-class~~Delta One seat for all takeoffs and landings.
- 34

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1 **56.** In the event that the crew rest facility or pilot relief seat does not meet the requirements
2 of **Section 16 C. 1. or 2.** for an operation in which such crew rest facility or pilot relief
3 seat is required, the Minimum Equipment List (MEL) provided for the applicable aircraft
4 may be used. A pilot who operates a flight segment on an aircraft on which a
5 maintenance discrepancy, as defined in the relevant MEL, has caused a crew rest facility
6 or pilot rest seat to be downgraded in class (e.g., from a Class 1 or 2 rest facility to a
7 Class 3 rest facility) will receive single pay, no credit (in addition to any other form of
8 pay for the rotation) for:

- 9 a. one-third of such flight segment if the crew is augmented with a relief pilot.
- 10 b. one-half of such flight segment if the crew is augmented with a relief crew.

11 Exception: Such additional pay will not be due:

- 12 a) until three days have passed, starting from the time the crew rest facility or relief
13 seat is downgraded and deferred, or
- 14 b) if the crew rest facility or pilot rest seat has been downgraded to the same class of
15 rest facility for which the flight segment was originally scheduled, as published in
16 the bid package.

17 D. International Deadhead

- 18 1. A pilot who deadheads on any of the following flights, as scheduled or rerouted, will be
19 provided ~~business-class~~**Delta One** accommodations:
 - 20 a. an ocean crossing flight segment.
 - 21 b. a flight segment to or from NRT or HND that is scheduled for more than five hours
22 and fifteen minutes, block-to-block.

23 Note: If the aircraft is not configured with ~~business-class~~**Delta One**, such pilot will be
24 provided first class accommodations.

- 25 2. A pilot who utilizes an off-rotation deadhead on a flight segment under **Section 16 D. 1.**
26 at the:
 - 27 a. beginning of a rotation will be provided positive space on-line transportation under
28 **Section 8 E. 8.** Such pilot will be provided ~~business-class~~**Delta One** accommodations
29 (or first class if the aircraft is not configured with ~~business-class~~**Delta One**), provided
30 he was originally scheduled to deadhead on a flight segment under **Section 16 D. 1.**,
31 if Company Business travel can be booked in TravelNet without overbooking at the
32 time of his attempted booking.
 - 33 b. end of a rotation will be provided positive space on-line transportation under **Section**
34 **8 E. 9.** Such pilot will be provided ~~business-class~~**Delta One** accommodations (or first
35 class if the aircraft is not configured with ~~business-class~~**Delta One**), provided he was
36 originally scheduled to deadhead on a flight segment under **Section 16 D. 1.**, if sales
37 are authorized at the time of his attempted booking.
- 38 3. Except as modified in **Section 16 D.**, deadheading in international operations will be
39 under **Section 8.**

Section 16 – Crew Augmentation and International Operations

1 E. Worker’s Compensation Benefits

2
3 A pilot will be provided worker’s compensation benefits in amounts not less than those
4 prescribed in the Longshoremen’s and Harbor Worker’s Compensation Act, as amended, or
5 the Worker’s Compensation Law of the state having jurisdiction, whichever Act provides the
6 higher benefits. The monetary benefits so paid will be in addition to any monetary benefits
7 paid under **Section 16 F. and G.**

8 9 F. Missing Pilots

- 10
11 1. A pilot will be paid no less than his reserve guarantee if, while engaged in international
12 operations, he:
13 a. becomes missing,
14 b. is held as a prisoner or hostage of war, or
15 c. is held for any reason in the performance of his required flight or ground duties.
16 2. Such pay will continue until the earlier of the following:
17 a. 24 months after the pilot’s disappearance,
18 b. the pilot’s death, or
19 c. the establishment of a reasonable presumption of the pilot’s death.
20 3. A missing pilot will maintain and continue to accrue seniority and longevity.
21 4. The Company will pay or cause to be paid the death benefits under **Section 16 E.**, if:
22 a. after 24 months,
23 1) the pilot remains missing, and
24 2) his whereabouts remain unknown,
25 or
26 b. the pilot’s death is established.

27 28 G. Benefit Assignments

- 29
30 1. The monthly compensation allowance under **Section 16 E. and F.** due a pilot who is
31 missing will be:
32 a. credited to the pilot, and
33 b. disbursed by the Company in accordance with direction provided by the pilot during
34 the annual Benefits Open Enrollment period.
35 2. For any compensation due under this provision, a pilot will be afforded the opportunity
36 during the annual Open Enrollment process to:
37 a. designate a primary beneficiary,
38 b. designate secondary beneficiaries, and
39 c. stipulate monetary or percentage allocations.
40 Note: A pilot may update his preferences between Open Enrollment periods by
41 contacting the Employee Service Center.
42 3. Any payments due to a pilot under **Section 16** which are not covered by the benefits
43 assignments under **Section 16 G. 2.** will be held by the Company for such pilot and, in
44 the event of his death, will be paid to the legal representative of his estate.
45
46

Section 16 – Crew Augmentation and International Operations

1 H. Foreign Pilot Base 2

3 Prior to establishing a foreign pilot base, written notice will be sent to the Association in
4 accordance with Section 6, Title II of the Railway Labor Act for the purpose of determining
5 what, if any, foreign station allowance is appropriate. For purposes of determining a foreign
6 station allowance, Hawaii is excluded.
7

8 I. Document Requirements 9

- 10 1. If required by the Company, a pilot will have a valid passport and visa(s) in his
11 possession prior to departing on his rotation. The passport and required visa(s) will be
12 renewed in sufficient time to preclude a lapse of validity.
- 13 2. Unless passport and required visa(s) are valid, and correctly documented in DBMS, a
14 pilot will not be:
 - 15 a. awarded a line,
 - 16 b. eligible for a swap, yellow slip, white slip or GS, or
 - 17 c. paid or credited for any rotation or guarantee.

18 Exception: The Managing Director – Flying Operations or Director – Line Operations
19 may waive these requirements if the pilot is involved in an extraordinary situation.
20

21 J. International Health Care 22

- 23 1. The Company will maintain a health care protocol at each station outside the United
24 States that provides for the expeditious treatment of pilots who are injured or become ill
25 while abroad in the service of the Company and require acute care. Such protocol will
26 include the involvement of English speaking physicians and a method of payment that
27 does not require a pilot to pay for health care prior to treatment.
- 28 2. A pilot who receives an initial award to a position in a category that operates to a MED
29 will be provided an opportunity during qualification training to complete a Company-
30 provided malaria medication assessment. Malaria medication will be a covered expense
31 under a pilot's medical plan (Delta Health Plan or DPMP). The Company will reimburse
32 a pilot for any out-of-pocket charges or copays for malaria medication through the
33 DBMS expense reimbursement program.
34

1
2 K. Crew Luggage
3

4 During international operations, to the extent permitted by law or regulation, the Company
5 will permit a pilot, while an operating crewmember, to gate check his luggage. During
6 international operations utilizing B-767-300ER, B-767-400ER, or B-777, B-757, B-747-400,
7 and A-330 aircraft with an international seating configuration, a pilot (or two pilots on flights
8 with a relief crew) will be provided an area on board an aircraft for storage of one piece of
9 his luggage (dimensions not to exceed 9” x 14” x 27”) that is secure and inaccessible by
10 passengers.
11

12 L. International Flying Optimization Team
13

- 14 1. The Company will notify the Association when it begins consideration of new routes to
15 international destinations that:
16 a. potentially involve flights scheduled for over twelve hours, or
17 b. involve scheduled operations in areas where the Company has not conducted
18 operations (i.e., new city pairs).

19 Note one: To allow adequate consideration of these changes, no operations listed above
20 should occur earlier than 150 days after such notification.

21 Note two: This is not intended to apply to charter operations.

- 22 2. An International Flying Optimization Team (IFOT) will be formed within 14 days of the
23 Company’s notification to the Association of its intent to conduct operations under
24 **Section 16 L. 1.** The IFOT will be comprised of three members appointed by the
25 Company and three members appointed by the Association. The IFOT’s mission will be
26 to make recommendations on how best to conduct the new operation(s) as well as any
27 PWA changes that may be necessary to conduct the new operation(s).
28 3. The IFOT will convene for a period not to exceed 60 days to exchange information and
29 ideas, explore alternatives, and make its recommendations. This period may be extended
30 by mutual agreement. The IFOT will be provided information on the new routes or
31 operations for their consideration. This information will include, but not be limited to,
32 flight plans, hotels, transportation, duty periods, rotations, aircraft limitations, bilateral
33 agreements, Company communications with the FAA concerning subject routes, health
34 requirements, etc.
35 4. The IFOT will submit its recommendations (joint and/or separate) to each Negotiating
36 Committee. Within ten days of the submission of the IFOT recommendations, the
37 Committees will meet to consider such recommendations. If required, further
38 negotiations will be conducted in a prompt manner by both parties with the intent to
39 conclude the negotiations within 30 days of the report by the IFOT to the Negotiating
40 Committees.

1 SECTION 17

2

3 WITNESSES AND REPRESENTATIVES

4

5 A. Transportation

6

7 A pilot appearing as a witness or representative on behalf of the Company will be provided
8 transportation to and from the hearing.

9 Exception: This provision does not apply to *Sections 18* and *19*.

10

11 B. Pay and Credit

12

13 A pilot appearing as a witness or representative at the Company's request will receive pay
14 and credit during the period of such appearance as follows:

15 1. A regular pilot will be paid and credited for all rotations missed as a result of the
16 appearance.

17 2. A reserve or unassigned pilot will be paid and credited a reserve pro rata share for each
18 on-call day missed.

19 3. A salaried pilot will be paid his regular salary.

20 Exception: This provision does not apply to *Sections 18* and *19*.

1 SECTION 18

2
3 GRIEVANCES

4
5 A. Definitions

- 6
7 1. "Aggregate service" means all time starting from a pilot's date of employment with the
8 Company as a pilot, with the exception of the following:
9 a. periods of furlough, or
10 b. unpaid leave in excess of 60 cumulative days.
11 2. "Board" means the Delta Pilots' System Board of Adjustment.
12 3. "Business day" means each day from Monday through Friday, except for Company
13 holidays.
14 4. "Day" means calendar day.
15 5. "Hearing officer" means a Company-designated senior operating official.

16
17 B. Non-Disciplinary Grievances

18
19 A pilot or group of pilots who have a dispute concerning any action of the Company
20 affecting them (except matters involving discipline and discharge) will be entitled to have
21 such dispute considered in accordance with the following:

22 1. Pre-Grievance

23 The pilot(s) and/or an ALPA representative will contact the Base Chief Pilot, or his
24 designee, when a dispute arises. The Company and the ALPA representative and/or the
25 pilot will assemble the facts and make an effort to resolve the dispute.

26 Exception: The MEC Chairman or his designee will contact the Manager – Labor
27 Relations, or his designee, in lieu of contacting the Base Chief Pilot when a dispute arises
28 that may become the subject of an MEC grievance.

29 2. Grievance

30 a. If the dispute is not resolved under **Section 18 B. 1.**, the pilot(s) or the MEC Contract
31 Administration Committee Chairman may, within 120 days of the incident or
32 occurrence giving rise to the dispute, file a grievance in the form of a written request
33 for a hearing to the Senior Vice President - Flight Operations. The request will
34 include a statement of all known facts (e.g., names, dates, rotation numbers) and a
35 description of the relief sought.

36 Exception: The 120 day limit does not apply to claims for adjustment arising out of
37 bookkeeping errors.

38 b. A hearing will be held before a hearing officer, or his designee, in the office of the
39 Base Chief Pilot within 20 business days of receipt of the grievance.

40 c. The hearing officer, or his designee, will issue a written decision within 15 business
41 days of the close of the hearing.

42 d. The Company will issue all hearing notices and decisions to the grievant(s) in
43 writing. In all cases, copies will be sent to the MEC Contract Administration
44 Committee Chairman.

Section 18 - Grievances

3. Appeal to the Board

If the grievance is not resolved under **Section 18 B. 1.** or **2.**, the Association may appeal the decision of the hearing officer to the Board, provided:

- a. the appeal is made within 30 business days of the grievant(s)' receipt of the written decision of the hearing officer, and
- b. the submission to the Board conforms with **Section 19 D.**

C. Discipline/Discharge Grievances

1. Pre-Discipline/Discharge

Before disciplining/discharging a pilot, the Company will comply with the following procedures:

- a. The Company may hold a pilot out of service with pay during the investigation of the alleged incident or problem.
- b. The Base Chief Pilot, or his designee, will investigate and discuss with the pilot the alleged incident or problem. Prior to such discussion, the pilot will be afforded the opportunity to obtain ALPA representation.
- c. The pilot will be given written notification of the precise charge(s) and the discipline to be imposed. The written notification will advise the pilot that he is entitled to contact his ALPA representative. A copy of such written notification will be sent to the MEC Contract Administration Committee Chairman.
- d. The pilot will be given the opportunity to acknowledge receipt of such written notification.
- e. The discharge of a pilot will be conducted in person by a representative of the Senior Vice President - Flight Operations, provided the pilot makes himself reasonably available. If the pilot is not reasonably available, a letter of discharge will be mailed by registered letter-return receipt requested to his mailing address listed in DBMS. A copy of such letter will be sent to the MEC Contract Administration Committee Chairman.
- f. A pilot will not be disciplined/discharged prior to an initial hearing, provided the pilot makes a written request for a hearing under **Section 18 C. 2.**

2. Grievance

A pilot who desires to contest the discipline/discharge may do so by filing a grievance in the form of a written request for a hearing to the Senior Vice President - Flight Operations according to the following:

- a. The pilot will file the written request within seven business days of receipt of the written notification of charges.
- b. The initial hearing will be held before a hearing officer within seven business days of receipt of the grievance.
- c. The pilot will not be required to give testimony or furnish evidence prior to the actual time of the initial hearing.
- d. The pilot will be given sufficient time to prepare and secure the presence of witnesses for the initial hearing.
- e. The pilot may be represented by a Company employee of his choice or an ALPA representative at the initial hearing.

Section 18 - Grievances

1 f. The Company will issue a written decision to the grievant within seven business days
2 of the initial hearing. Copies will be furnished to the MEC Contract Administration
3 Committee Chairman.

4 3. Appeal to the Board

5 If the grievance is not resolved under **Section 18 C. 2.**, the Association may appeal the
6 Company's written decision to the Chairman of the Board provided the appeal:

7 a. conforms with **Section 19 D.**,

8 b. is copied to the Senior Vice President – Flight Operations, and

9 c. is made within 15 business days of receipt of the written decision by the pilot, or the
10 MEC Contract Administration Committee Chairman, whichever is later.

11 D. General

12 1. A pilot who has completed probation will not be disciplined/discharged without just
13 cause.

14 2. A probationary pilot who has completed his IOE will not be disciplined /discharged
15 without a rational basis (i.e., in an arbitrary or capricious manner). A probationary pilot
16 who has not completed his IOE may be disciplined /discharged for any reason without
17 recourse to **Sections 18 or 19.**

18 3. If a written decision of the Company at any step of the grievance procedure is not
19 appealed by the affected pilot(s) within the time limits in **Section 18**, or any mutually
20 agreed extension, the Company's decision will become final and binding.

21 4. If a hearing or written decision of the Company is not provided within the time limits in
22 **Section 18**, or any mutually agreed extension, the pilot(s) may appeal the grievance to the
23 next step in the grievance procedure.

24 5. Time limits in this section may be extended by agreement between the Company and the
25 affected pilot(s) or the Association. Written confirmation of such agreement must be
26 received before the end of the business day following the day in which such agreement
27 has been reached.

28 6. The personnel record of a pilot whose discipline/discharge dispute has been resolved under
29 **Section 18** will reflect the agreed upon resolution of the matter.

30 7. Either party may make a certified transcript of any proceedings, provided that a copy of
31 such transcript is furnished to the other party upon request, in which case the cost will be
32 borne equally by the parties.

33 E. Critical Items

34 1. A pilot will be furnished with copies of all items placed in his file pertaining to him that
35 may be of a critical nature. He will be given the opportunity to acknowledge receipt and
36 to make a responsive statement. Such responsive statement will be placed in his
37 personnel file. A pilot may also file a grievance challenging any such item in his file.
38 Items within his file that a pilot is not given an opportunity to acknowledge may not be
39 used against him in an investigation or discipline/discharge case.

40 2. Upon reasonable advance request and during normal office hours, a pilot will be allowed
41 to review any Company files pertaining to him and/or be provided all information in such
42 files including, but not limited to:
43
44
45
46

Section 18 - Grievances

- 1 a. his personnel file, and
- 2 b. records maintained in accordance with FARs.
- 3 3. Upon his request, all items of a critical nature that he has not been given the opportunity
- 4 to acknowledge, will be removed from his file, and will not be used in any future
- 5 disciplinary proceeding (including a System Board of Adjustment proceeding).
- 6 4. Prior discipline and/or correspondence of a critical nature will not be admissible at a
- 7 Board hearing involving subsequent discipline provided:
- 8 a. the prior discipline consisted of a warning, reprimand or suspension of less than 30
- 9 days, and
- 10 b. the pilot has completed two years of aggregate service since the issuance of the prior
- 11 discipline without being disciplined in any manner.
- 12

13 F. Compensation, Insurance and Sick Leave

14

- 15 1. A pilot who is held out of service with pay during a disciplinary/discharge investigation
- 16 will be eligible for insurance benefits and sick leave.
- 17 2. A pilot who is suspended without pay for 60 days or less will be eligible for medical and
- 18 dental benefits under **Section 25** and basic life insurance under **Section 26**.
- 19 3. A pilot who is suspended without pay for more than 60 days may continue medical
- 20 insurance benefits during the period of suspension in excess of 60 days at his expense
- 21 under **Section 25 B. 2.** or **3.**

1 SECTION 19

2
3 SYSTEM BOARD OF ADJUSTMENT

4
5 A. Definitions

- 6
7 1. "Board" means the Delta Pilots' System Board of Adjustment.
8 2. "Five Member Board" means the System Board of Adjustment when comprised of two
9 members appointed by the Company, two members appointed by the Association, and a
10 neutral member selected by the parties, to decide a specific dispute.
11 3. "Four Member Board" means the System Board of Adjustment when comprised of two
12 members appointed by the Company and two members appointed by the Association, to
13 decide a specific dispute.
14

15 B. Establishment

16
17 The Board has been established in compliance with Section 204, Title II of the Railway
18 Labor Act, as amended, for the purpose of adjusting and deciding properly submitted
19 disputes that may arise under the terms of the PWA.
20

21 C. Composition

- 22
23 1. The parties will each appoint up to eight persons to serve as Board members. A Board
24 member will serve until a successor has been appointed. Each party will promptly
25 notify the other in writing of any change of members.
26 2. Each party will endeavor to appoint the same Board members to hear all disputes in a
27 particular monthly session.
28 3. A Company appointed Board member may not be appointed to hear a dispute if he:
29 a. served as the hearing officer on the grievance.
30 b. initiated the action that is a subject of the grievance.
31 4. Each Four Member Board will have a Chairman and a Vice Chairman. Chairmanship of
32 the Board will alternate between the Association and the Company on a yearly basis.
33 When an Association member is Chairman, a Company member will be Vice Chairman,
34 and vice versa.
35 5. Each Five Member Board will have a Chairman, who will be its neutral member.
36 6. In discipline and discharge cases, at least one member of the Board from each party will
37 be a pilot.
38

Section 19 – System Board of Adjustment

1 D. Jurisdiction

- 2
- 3 1. The Board will have jurisdiction over disputes growing out of grievances or out of the
- 4 interpretation or application of any of the terms of the PWA.
- 5 Exception one: The Board's jurisdiction will not extend to changes in rates of pay, work
- 6 rules or working conditions covered by the PWA.
- 7 Exception two: The Board's jurisdiction will not extend to disputes arising out of
- 8 ***Section 1 L. 1.***
- 9 2. The Board will consider any dispute properly submitted to it by the President of the
- 10 Association or by the Senior Vice President - Flight Operations provided that the dispute
- 11 has not previously been settled.
- 12 3. The Board will not consider any dispute submitted by the President of the Association
- 13 unless it has been handled under ***Section 18.***
- 14 4. If an unresolved dispute is not heard by the Board within 24 months of the earliest date
- 15 the dispute may be submitted to it, the Company's prior decision will be final and
- 16 binding.
- 17 Exception one: The postponement of a scheduled hearing due to the unavailability of the
- 18 neutral member or Company representatives will toll the 24-month limit.
- 19 Exception two: For any dispute pending as of DOS, the 24-month limit will begin to run
- 20 on DOS.
- 21 5. Upon a finding by the Board in the dispute before it, that the Company repeatedly or
- 22 intentionally violated a previous decision of the Board which held that the Company
- 23 breached its contractual obligation(s) on the same or a substantially similar issue(s), the
- 24 Board may order the Company to pay the full cost of the neutral member's and court
- 25 reporter's fees and expenses and the expenses (including flight pay loss, hotel, per diem)
- 26 of the Association Board Members, grievant(s) and witnesses in the dispute before it.
- 27 6. Upon a finding by the Board in the dispute before it, that the Association has submitted a
- 28 frivolous grievance, the Board may order the Association to pay the full cost of the
- 29 neutral member's and court reporter's fees and expenses and the expenses (including time
- 30 loss, hotel, per diem) of the Company Board Members and witnesses in the dispute
- 31 before it.
- 32

33 E. Submission of Disputes

- 34
- 35 1. Disputes will be referred to the Board by the filing of a submission with the Company's
- 36 Manager – Labor Relations and the Association's MEC Contract Administration
- 37 Committee Chairman.
- 38 2. The submission will include:
- 39 a. the question(s) at issue,
- 40 b. a statement of facts,
- 41 c. the position of the pilot(s) and the relief sought, and
- 42 d. the position of the Company.
- 43

Section 19 – System Board of Adjustment

1 F. Deadlock - Four Member Board

- 2
- 3 1. A deadlock of a Four Member Board will exist in any dispute if:
 - 4 a. two members of the Board declare a deadlock, or
 - 5 b. the Board does not reach a decision within 60 days (30 days in a discipline/discharge
6 dispute) of the conclusion of the hearing.
- 7 2. The Chairman will notify the other Board Members, the Association’s MEC Contract
8 Administration Committee Chairman and the Company’s Manager - Labor Relations, in
9 writing, of the fact that a deadlock exists.

10 G. Scheduling and Procedures

11 1. Scheduling - Four Member Board

- 12
- 13 a. Unless otherwise agreed, hearings before the Four Member Board will be conducted
14 on the third Wednesday and Thursday of each month in the city where the General
15 Offices of Delta Air Lines, Inc. are maintained.
16 Exception one: The November and December hearings will be held on the second
17 Wednesday and Thursday of those months.
18 Exception two: A dispute that is expected to take more than two days to hear will be
19 scheduled for a hearing of sufficient length.
20 Exception three: The monthly hearings may be shorter than two days if the caseload
21 warrants.
- 22 b. A discipline/discharge dispute will be heard at the first monthly hearing of the Four
23 Member Board that is at least 30 days after the date of the filing of the submission.
24 Exception: A discharge dispute will proceed directly to a Five Member Board if such
25 request is made by the Association in its submission to the Board.
- 26 c. A non-disciplinary dispute will be jointly scheduled for hearing before the Four
27 Member Board by the parties. The parties will provide written notice to each other of
28 the specific dispute(s) each party wishes to be heard, at least 45 days in advance of
29 the regularly scheduled monthly hearing. Such hearing schedule will be finalized at
30 least 30 days in advance of the monthly hearing.
- 31 d. Unless otherwise agreed in writing, Company and Association representatives will
32 meet on the first Wednesday of each month to attempt resolution of the disputes
33 scheduled for the next monthly hearing. Such representatives will come to this
34 meeting with knowledge of the facts and circumstances of the dispute and authority to
35 settle the dispute.

36 2. Scheduling - Five Member Board

- 37 a. The parties will establish and maintain a standing list of 11 neutral members to serve
38 on a Five Member Board in the event of a deadlock of a Four Member Board.
- 39 b. The parties will select a neutral member from the standing list, utilizing the alternate
40 strike-off method. The parties will alternately strike first in successive disputes.
- 41 c. Following a deadlock or the filing of a submission directly to the Five Member Board
42 under **Section 19 G. 1. b.**, the party desiring to schedule the dispute for hearing will
43 make a written request to the other party that a neutral member be selected. Within
44 30 days of receipt of the request, the parties will select a neutral member and within
45 60 days of receipt of the request the parties will schedule the hearing date(s). The
46

Section 19 – System Board of Adjustment

- 1 hearing will be scheduled as soon as possible, depending upon the neutral member's
2 availability.
- 3 d. If the neutral member is not available within six months of the deadlock or the filing
4 of a submission to the Board under **Section 19 G. 1. b.**, the parties will select another
5 neutral member.
- 6 3. Procedures
- 7 a. A pilot may be represented at a Board hearing by any person(s) he selects. The
8 Company may be represented by any person(s) it selects. Evidence may be presented
9 either orally, in writing or both.
- 10 b. On or before 1200E on the business day before a Five Member Board hearing,
11 Company and Association attorneys will:
12 1) exchange documents expected to be introduced into evidence, and
13 2) inform each other of expected motions.
- 14 c. The Board will summon any witness employed by the Company or the Association at
15 the request of a majority of the Board members appointed to decide the dispute or an
16 Association or Company attorney. The number of witnesses summoned at any one
17 time will not be greater than the number that can be spared from the operation of the
18 Company or the Association.
- 19 d. Decisions of the Board will be made by majority vote, and will be final and binding
20 upon the parties.
- 21 e. The Chairman will have a vote in all actions taken and will preside at all meetings
22 and hearings of the Board.
- 23 f. The parties will conduct at least one and up to two Five Member Board hearings in a
24 month that have been scheduled under **Section 19 G. 2.**
- 25 ~~g. Decisions of the Five Member Board will be rendered within 90 days after the neutral~~
26 ~~member receives the briefs of the parties.~~
27 ~~Exception: If the Five Member Board is unable to meet this time limit, the neutral~~
28 ~~member will, prior to expiration of the 90-day period, notify the parties of an~~
29 ~~anticipated date for the rendering of a decision.~~
- 30 ~~hg.~~ Except as provided in **Section 19 D. 4.** and **5.**, the cost of the reasonable expenses and
31 compensation of the neutral member will be shared equally by the Association and
32 the Company.

34 H. General

- 35
- 36 1. Nothing herein will be construed to limit, restrict or abridge the rights or privileges
37 accorded either to the pilots or to the Company, or to their duly accredited representatives
38 under the provisions of the Railway Labor Act, as amended.
- 39 2. The Company and the Association will each maintain a complete record of all matters
40 submitted to the Board and of all findings and decisions.
- 41 3. Except as provided in **Section 19 D. 4.** and **5.**, each party will assume the costs of the
42 compensation and expenses of its appointed Board members and summoned witnesses.
43 Board members and grievants will be provided positive space passes to attend meetings
44 and hearings of the Board.
- 45 4. Expenses of the Board that are jointly authorized by the Chairman and the Vice Chairman
46 will be shared equally by the Association and the Company.

Section 19 – System Board of Adjustment

- 1 5. Board members will be released from duty to attend hearings of the Board and meetings
2 of the Board and, when jointly authorized by the Chairman and Vice Chairman, to
3 perform other Board duties.
- 4 6. A Board member will be free to discharge his duty in an independent manner, without
5 fear that his individual relations with the Company, the Association or their employees
6 may be affected in any manner or by any action taken by him in good faith.
- 7 7. A witness will be free to testify without fear that his individual relations with the
8 Company, the Association or their employees may be affected in any manner by his
9 testimony in good faith.
- 10 8. The Board will have the authority for the administration and interpretation of **Section 19**.
- 11 9. The time limits specified in **Section 19** may be extended by agreement between the
12 parties. Written confirmation of such agreement must be received before the end of the
13 business day following the day in which such agreement has been reached.

1 SECTION 20

2
3 SENIORITY

4
5 A. Definitions

- 6
7 1. "Prior NWA pilot" means an individual who is not a former NWA pilot but whose name
8 appeared on the NWA seniority list at any date prior to the day preceding October 30,
9 2008.
10 2. "Seniority" means a pilot's number on the seniority list.
11 3. "Seniority date" means the date of a pilot's seniority as shown on the seniority list.
12 4. "Seniority list" means the Delta Air Lines Pilots' system seniority list.
13 5. "Sufficient qualifications" means the requirements imposed by law and this PWA to
14 enter training or serve as a pilot for Delta Air Lines, Inc.
15

16 B. Accrual and Retention

- 17
18 1. A pilot will accrue and retain seniority until the earlier of his termination, resignation,
19 retirement, death or attainment of the latest age under Part 121 of the FARs or other
20 applicable statutes that he can serve as a PIC or SIC, at which time he will be removed
21 from the seniority list. A pilot will also cease accruing and retaining seniority on the date
22 he is removed from the seniority list under **Section 13 B. 3.**

23 Exception one: A pilot who has complied with the requirements of **Section 22 I.** and
24 who bids for and is awarded a position as a second officer, or who remains eligible to be
25 awarded a position under **Section 22 I.**, will not be removed from the seniority list.

26 Exception two: A prior NWA pilot will not be placed on the seniority list unless he
27 applies, interviews and is selected as a new-hire pilot.

28 Exception three: A NWA disabled pilot who receives disability retirement pension
29 benefits from the NWA Pension Plan until attainment of age 60 on or after December 13,
30 2007 will not fail to continue to accrue and retain seniority (until the earlier of FAA
31 mandatory retirement age or expiration of the applicable period in **Section 13 B. 3.**)
32 solely on account of his commencement of normal retirement benefits at age 60 or older
33 from the NWA Pension Plan or the NWA Excess Plan.

- 34 2. Seniority numbers will be assigned to individuals on the first day of their new-hire
35 training in the following order:
36 a. Company transferees will be assigned the lowest seniority numbers within the class,
37 in order of their most recent date of employment with the Company, then
38 b. New-hires will be assigned seniority numbers on the basis of the last four digits of
39 each individual's social security number. Individuals with the higher numbers will be
40 assigned the lowest seniority numbers.

41 Note: New-hires with identical last four digits of their social security numbers, and
42 transferees with identical employment dates, will determine their relative placement by
43 drawing numbers.
44

Section 20 - Seniority

1 C. Rights

- 2
- 3 1. Among pilots with sufficient qualifications, seniority will govern:
 - 4 a. promotion and demotion,
 - 5 b. awarding of vacancies and displacements,
 - 6 c. assignment or reassignment due to expansion or reduction of schedules,
 - 7 d. retention in case of furlough, and
 - 8 e. recall from furlough.
- 9 2. A pilot who is denied a position for lack of sufficient qualifications will immediately be
- 10 furnished with written notice detailing the specific deficiencies.
- 11

12 D. Seniority List

- 13
- 14 1. The seniority list contains the names of all active and inactive pilots in order of their
- 15 seniority numbers.
- 16 2. Each month, the seniority list will be:
 - 17 a. updated,
 - 18 b. posted on the Flight Operations website, and
 - 19 c. provided to the Association in an electronic format for posting on the Delta MEC
 - 20 website.
- 21 3. If a pilot's date of employment with the Company as a pilot differs from his seniority
- 22 date, it will appear in parentheses on the seniority list. This date of hire listing will not
- 23 affect a pilot's seniority number.
- 24 4. Pilot seniority numbers displayed in DBMS will be updated concurrent with the updating
- 25 of the seniority list.
- 26

27 E. Protest

- 28
- 29 1. A pilot may file a protest regarding an omission or incorrect placement on the seniority
- 30 list.
- 31 2. A protest must be filed with the Senior Vice President - Flight Operations within 120
- 32 days of the posting of the pertinent list.
- 33 Exception one: A pilot who was on probation at the time of posting may file a protest
- 34 within 120 days after completion of probation.
- 35 Exception two: A pilot who was on leave of absence or furlough at the time of posting
- 36 may file a protest within 120 days from his return to active duty.
- 37

38 F. Probation

- 39
- 40 1. A pilot will be on probation until the earlier of:
 - 41 a. 400 hours of block time (inclusive of O.E.),
 - 42 b. completion of 12 months of aggregate service, or
 - 43 c. conversion to a Captain position.
- 44 2. Aggregate service includes all time starting from a pilot's date of employment with the
- 45 Company as a pilot with the exception of the following:
 - 46 a. periods of furlough, or

Section 20 - Seniority

- 1 b. unpaid leave in excess of 60 cumulative days.

1 SECTION 21

2
3 FURLOUGH AND RECALL

4
5 A. Definitions

- 6
7 1. "Date of furlough" means the date on which a pilot's furlough begins.
8 2. "Date of recall" means the date a pilot is scheduled to report to duty in conjunction with a
9 recall.
10 3. "Entry level position" means any position listed in **Section 22 B**.
11 4. "Furlough base" means the base to which a pilot was assigned on his date of furlough.
12 5. "Longevity" means all time beginning at date of employment as a pilot, and ending at
13 termination of employment as a pilot, retirement as a pilot, or death.
14 Exception one: For purposes of vacation, sick leave and pass benefits, the longevity of a
15 pilot who transferred from another Company department will begin on his most recent
16 date of employment with the Company.
17 Exception two: Longevity (including vacation and sick leave) does not include periods
18 during which a pilot remains on furlough due to his decision to bypass recall.
19 Exception three: On October 30, 2008, a former NWA pilot will receive longevity credit
20 as it existed at Northwest immediately prior to October 30, 2008 in addition to longevity
21 credit for any periods of furlough that occurred on or after July 31, 1992 (excluding any
22 periods of furlough bypass) and up to 90 days of credit for the difference in points of time
23 between when he was hired as a pilot and when a pilot in his new-hire class first
24 completed an initial OE.
25 6. "Recalled-medical hold" means the status of a pilot who is unable to present the
26 Company with a First Class Medical Certificate within 30 days of receipt of his notice of
27 recall.

28
29 B. Furlough

- 30
31 1. A pilot will be notified in writing of his pending furlough at least 30 days in advance of
32 his date of furlough.
33 Exception: A pilot on the seniority list as of ~~December 8, 2008~~ **DOS** will receive at least
34 90 days written notice in advance of his date of furlough.
35 2. Within 30 days of his date of furlough, a pilot will be paid for all the vacation he has
36 accrued and earned (but not used) as of his date of furlough.
37

Section 21 – Furlough and Recall

- 1 3. A furloughed pilot will receive furlough pay at regular semimonthly pay periods in
 2 accordance with the following schedule:
 3

Completed longevity on date of furlough	Furlough pay
Less than 1 year	½ month
1 year	1 month
2 years	2 months
3 years	3 months
4 years	4 months
5 years	5 months
6 years	6 months

- 4
 5 4. A pilot will receive pass benefits, life insurance, medical insurance and dental insurance
 6 during the period in which he is eligible for furlough pay (or during the period in which
 7 he would have been eligible for furlough pay in the absence of **Section 21 B. 9.**)
 8 5. A furloughed pilot (other than a pilot who has bypassed recall) will be afforded use of the
 9 cockpit jumpseat, unless superseded by law or regulation.
 10 6. A recalled pilot will not be eligible for furlough pay after his date of recall.
 11 7. Furlough pay will equal 65 hours flight pay per month at the rate applicable to a
 12 furloughed pilot’s longevity year and the lowest paying position for any aircraft in
 13 revenue service listed in **Section 22 B.**
 14 8. If the Company furloughs a pilot, and so long as such pilot has not been offered recall,
 15 the ALV for each position for which the TLV exceeds 77:30 will be 72:00 until the TLV
 16 for such position no longer exceeds 77:30. Thereafter, the TLV for such position will
 17 remain at or below 77:30 until all furloughed pilots have been offered recall.
 18 9. a. The Company will be excused from compliance with the provisions of
 19 **Section 21 B. 1., 3., and 8.** in the event that a circumstance over which the Company
 20 does not have control substantially affects the Company’s operations and was the
 21 cause of such noncompliance. If such event is an event other than a labor dispute
 22 (strike) within the Company, a furloughed pilot will receive furlough pay at regular
 23 semimonthly pay periods in accordance with the following schedule:
 24

Completed longevity on date of furlough	Furlough pay
Less than 2 years	1 month
2 years	2 months

- 25
 26 b. The term “circumstance over which the Company does not have control” includes,
 27 but is not limited to, a natural disaster; labor dispute (strike); grounding of a
 28 substantial number of the Company’s aircraft by a government agency; reduction in
 29 flying operations because of a decrease in available fuel supply or other critical
 30 materials due to either governmental action or commercial suppliers being unable to
 31 provide sufficient fuel or other critical materials for the Company’s operations;
 32 revocation of the Company’s operating certificate(s); war emergency; owner’s delay
 33 in delivery of aircraft scheduled for delivery or manufacturer’s delay in delivery of
 34 new aircraft scheduled for delivery. The term “circumstance over which the
 35 Company does not have control” shall not include the price of fuel or other supplies,

Section 21 – Furlough and Recall

- 1 the price of aircraft, the state of the economy, the financial state of the Company, or
2 the relative profitability or unprofitability of the Company’s then-current operations.
3 10. Furloughed pilots’ flow down rights are referenced in LOA #9.
4

5 C. Recall

- 6
- 7 1. The Company will notify a furloughed pilot of his recall by overnight delivery or
8 “Registered Letter-Return Receipt Requested” to his mailing address listed in DBMS. A
9 furloughed pilot may update his DBMS mailing address at any time via written notice to
10 the Manager – Crew Resources, Department 028, P.O. Box 20706, Atlanta, GA 30320-
11 6001.
 - 12 2. Within 30 days of delivery of a recall notice to a pilot’s mailing address, a pilot will
13 notify the Company of his intent to return to duty or to bypass recall. The employment of
14 a pilot who does not so notify the Company will be terminated.
 - 15 3. After 30 but within 60 days of the date of delivery of his recall notice, a pilot who has
16 indicated his intent to return to duty will report at a location and date specified by the
17 Company. The employment of a pilot who does not so report may be terminated if, in the
18 judgment of the Senior Vice President – Flight Operations, which will be reasonably
19 exercised, the pilot’s failure to report was unwarranted under the circumstances.
 - 20 4. A recalled pilot who returns to duty at a base other than his furlough base will be
21 reimbursed for moving expenses under **Section 6**.
22 Note: These moving expenses will be calculated from the pilot’s furlough base or
23 permanent residence, whichever is closest to the base to which he is assigned upon recall.
 - 24 5. A furloughed pilot may bypass recall for a period not to exceed ten years from his date of
25 furlough.
 - 26 6. A recalled pilot who returns to duty and is furloughed again may bypass recall for a
27 period not to exceed ten years from the date of his subsequent furlough.
 - 28 7. A pilot who has bypassed recall will be subject to the following:
29 a. he will be ineligible to receive furlough pay,
30 b. he may only return to duty:
31 1) in conjunction with a subsequent recall or new hire class, and
32 2) if he has notified the Company in writing of his desire to accept recall at least 30
33 days in advance of the class date on which he wishes to return.
34 Note one: The Company is not required to recall pilots in numbers greater than it
35 deems necessary in a new-hire or recall class.
36 Note two: If there are more pilots who have bypassed recall that seek to return to
37 duty than the Company has determined is required, such pilots will be returned to
38 duty, in seniority order and prior to any new hire, in conjunction with Company
39 scheduled new hire or recall classes,
40 and
41 c. his employment will be terminated if he does not return to duty within ten years from
42 his date of furlough.
 - 43 8. A recalled pilot:
44 a. will return to an entry level position (or by mutual agreement between the pilot and
45 the Company, to a position his seniority would entitle him to hold),
46 b. may be required to complete training for that position, and

Section 21 – Furlough and Recall

- 1 c. will be entitled to bid and be awarded an advance entitlement(s) during training.
- 2 9. The Company may extend the time periods outlined in **Section 21 C.** when extraordinary
- 3 conditions exist.
- 4 10. A pilot will be eligible for recall for ten years from his date of furlough. The
- 5 employment of a pilot who does not return from furlough within ten years from his date
- 6 of furlough will be terminated.
- 7 11. A recalled pilot will not be eligible for return to duty if he does not possess a valid FAA
- 8 First Class Medical Certificate. Such pilot will be placed in recalled-medical hold status.
- 9 12. A pilot in recalled-medical hold status will:
- 10 a. receive furlough pay, medical/dental/life insurance benefits, and pass benefits during
- 11 the period in which he would have been eligible for furlough pay if he had not been
- 12 recalled,
- 13 b. not receive cockpit jumpseat privileges, and
- 14 c. not receive compensation, medical/dental/life insurance benefits or pass benefits
- 15 beyond the period in which he would have been eligible for furlough pay if he had not
- 16 been recalled.
- 17 13. A pilot in recalled-medical hold status who presents a First Class Medical Certificate to
- 18 the Senior Vice President-Flight Operations within ten years from his date of furlough
- 19 will be returned to duty with the Company, subject to the provisions of **Section 15.** Such
- 20 pilot's return will not be required to be in conjunction with a recall or new hire class.

1 SECTION 22

2
3 FILLING OF VACANCIES

4
5 A. Definitions

- 6
- 7 1. "Advance entitlement" (AE) means an award (or, with respect to an entry level pilot, an
- 8 award or assignment) to a category that is anticipated to become effective on a
- 9 subsequent conversion date.
- 10 2. "Aircraft model" means an aircraft (e.g., B-737-800, MD-88) within an aircraft type.
- 11 3. "Aircraft type" means one of the following groupings:
- 12

a. B-747-400	h. A-320/319 <u>B-737-900/800/700</u>
b. B-777	i. MD-90/MD-88 <u>A-321/320/319</u>
c. B-787A-350	j. B-717 <u>MD-90/88</u>
d. B-767-400ER <u>787</u>	k. DC-9 <u>CS-300/100</u>
e. A-330-300/200	l. EMB-190/195 <u>B-717</u>
f. B-767 (all except B-767-400ER)/B-757	m. CRJ-900 <u>EMB-195/190</u>
g. B-737-900/800/700/600 <u>767 (all except B-767-400ER)/B-757</u>	n. <u>CRJ-900</u>

- 13
- 14 4. "Average line value" (ALV) means a number of hours established by the Company
- 15 ~~between 72 and 84 hours (inclusive)~~ that is the projected average of all regular line
- 16 values, for a position, for a bid period and is:
- 17 a. between 72 and 84 hours (inclusive) for a narrowbody position and a B-767/B-757
- 18 position.
- 19 b. between 71 and 85 hours (inclusive) for a widebody position other than a B-767/B-
- 20 757 position.
- 21 5. "Base" means a location to which a pilot is assigned.
- 22 6. "Category" means the combination of a pilot's position and base.
- 23 7. "Category freeze" means a period of time
- 24 a. that is determined under **Section 22 G.**,
- 25 b. that commences on the date of a pilot's award of an AE or VD for which qualification
- 26 training is required or on an entry level pilot's date of employment with the Company
- 27 as a pilot, and
- 28 c. during which the pilot will (unless declared eligible by the Company) be ineligible to
- 29 be awarded another AE with an earliest conversion date falling within the freeze
- 30 period (other than to a new or reestablished category) for which qualification training
- 31 is required.
- 32 8. "Contingent displacement" means a displacement from a pilot's new category that is
- 33 caused by his displacement into that category.
- 34 9. "Contingent vacancy" means a vacancy in a pilot's former category that is caused by his
- 35 award to a different category pursuant to an advance entitlement.
- 36 10. "Conversion date" means the date on which the award or assignment of a pilot to a
- 37 different category becomes effective.

Section 22 – Filling of Vacancies

- 1 11. “Displacement” means an award (voluntary displacement or VD) or assignment
- 2 (mandatory displacement or MD) that is anticipated to become effective on a later
- 3 conversion date to eliminate a surplus from a category.
- 4 12. “Entry level pilot” means a pilot who has not completed his initial OE at the Company.
- 5 13. “FAA mandatory retirement age” means the latest age under Part 121 of the FARs
- 6 or other applicable statutes that a pilot can serve as a PIC or SIC.
- 7 14. “Known absence” means a period of unavailability in a subsequent bid period for which a
- 8 pilot is scheduled prior to initial line awards for such bid period (e.g., training, vacation,
- 9 sick, MLOA, ALPA duty) during which a pilot may not be awarded a rotation(s) or on-
- 10 call day(s).
- 11 15. “Narrowbody,” other than for purposes of *Section 1*, means an aircraft type under
- 12 *Section 22 A. 3. ~~g. – mh. – n.~~*
- 13 16. “New or reestablished category” means, for the purposes of *Section 22*, a category that
- 14 has not been in existence for 60 days since the date of the first opportunity for the first
- 15 conversion.
- 16 17. “OE shadow period” means a period of unavailability that is applied to a pilot’s line prior
- 17 to initial line awards under *Section 11 F. 8.*, during which an award of a rotation(s) or on-
- 18 call day(s) will be for pay purposes only. Any such rotation(s) will remain available to
- 19 be awarded to another pilot in PBS.
- 20 18. “Position” means the combination of a pilot’s aircraft type and status.
- 21 19. “Standard deviation” means an index of variability as set forth in *Robert L. Winkler and*
- 22 *William L. Hays, Statistics, Probability, Inference and Decision, 164-5 (2d Ed. 1975).*
- 23 20. “Standing bid” means a pilot’s order of category preferences, as they exist in DBMS, for
- 24 AEs, MDs, and VDs.
- 25 21. “Status” means a pilot’s rank as Captain or First Officer.
- 26 22. “Targeted line value” (TLV) means a 12-bid period rolling average of the ALV for a
- 27 position that will be between 75 and 80 hours (inclusive).
- 28 23. “Unassigned pilot” means a pilot in excess of PWA staffing requirements who is
- 29 assigned to an aircraft type and base but does not currently hold a status.
- 30 24. “Widebody” means an aircraft type under *Section 22 A. 3. a. – fg.*

B. Order of Positions

- 34 1. B-747-400 Captain
- 35 2. B-777 Captain
- 36 3. A-350 Captain
- 37 4. B-787 Captain
- 38 5. A-3304- Captain
- 39 6. B-767-400ER Captain -
- 40 7. ~~5. A-330-200/300 Captain~~
- 41 8. ~~6. B-767/B-757 Captain~~
- 42 78. B-737-900/800/700/~~600~~ Captain
- 43 89. A-~~321~~/320/319 Captain
- 44 910. MD-90/~~MD~~-88 Captain
- 45 11. 10CS-300/100 Captain
- 46 12. B-717 Captain

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- 1 ~~13. 11. DC-9 Captain~~
- 2 ~~12. B-747-400 First Officer~~
- 3 ~~14. 13. B-777 First Officer~~
- 4 ~~15. A-350 First Officer~~
- 5 ~~16. 14. B-787 First Officer~~
- 6 ~~17. A-330 First Officer~~
- 7 ~~18. 15. B-767-400ER First Officer~~
- 8 ~~19. 16. A-330-200/300 First Officer~~
- 9 ~~17. B-767/B-757 First Officer~~
- 10 ~~20. 18. E-190/195/190 Captain~~
- 11 ~~21. 19. B-737-900/800/700/600 First Officer~~
- 12 ~~22. 20. A-320/319 First Officer~~
- 13 ~~23. 21. MD-90/MD-88 First Officer~~
- 14 ~~24. CS-300/100 First Officer~~
- 15 ~~25. 22. B-717 First Officer~~
- 16 ~~26. 23. CRJ-900 Captain~~
- 17 ~~27. 24. DC-9 First Officer~~
- 18 ~~25. E-190/195/190 First Officer~~
- 19 ~~26. 28. CRJ-900 First Officer~~

C. PBS Staffing Formula

- 1. Formulae values for the bid period at issue:
 - A = scheduled block and credit hours for such position
 - B = total known absence hours for such position, where known absence hours = # of days of known absence in such position x (ALV/30)
 - C = ALV for such position
 - D = 12 bid period rolling average of block and credit hours flown by reserve pilots for such position + G for such position
 - E = 12 bid period rolling average of reserve duty periods worked for such position
 - F = 12 bid period rolling average of scheduled block and credit hours for such position
 - G = 12 bid period rolling average GS/GSWC/IA/IAWC hours flown, minus one standard deviation for such position
- Note: In determining a 12-bid period rolling average, the Company will use the least recent 12 of the previous 14 bid periods.
- 2. For each position in each bid period:
 - a. Regular pilots = (A + B)/C
 - b. Narrowbody position reserve pilots = [(D /60) x 0.6 + (E /14) x 0.4] x (A/F)
 - c. Widebody position reserve pilots = [(D /60) x 0.8 + (E/14) x 0.2] x (A/ F)
- 3. For each position in each bid period, the total pilots required will be determined as follows:
 - a. Total pilots for a narrowbody position = regular pilots + narrowbody reserve pilots.
 - b. Total pilots for ~~ana~~ widebody position = regular pilots + widebody reserve pilots.

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- 1 4. In **Section 22 C. 1.**, to calculate the value of B, the total number of days of known
2 absence in a position will include no less than the number of days of projected OE as
3 follows:
4

Type OE	Projected OE Days
Initial Captain	10
Initial First Officer	15
Transition Captain	7
Transition First Officer	7
Long Requalification Captain	7
Long Requalification First Officer	7
Short Requalification/Upgrade Captain	5
Short Requalification First Officer	5
Differences Training	5
TOE Previously qualified	4
TOE Initial qualification	8

5 Note one: Projected TOE days, if required, will be in addition to projected OE days.

6 Note two: In the event that the Company applies an OE shadow period that is greater in
7 length than the applicable number of projected OE days shown in the chart under
8 **Section 22 C. 4.**, a number of days equal to the length of such pilot's OE shadow period
9 will be applied in **Section 22 C. 4.**

10 Example one: For purposes of the staffing formula, a Captain transitioning from the B-
11 737-900/800/700/~~600~~ to the B-767/757 would require a total of 11 projected OE days
12 (seven for Transition Captain and four for TOE previously qualified, assuming he has
13 previously flown in a transoceanic operation).
14

15 Example two: For purposes of the staffing formula, a First Officer transitioning from
16 the B-737-900/800/700/~~600~~ to the B-767/757 would require a total of 15 projected OE
17 days (seven for Transition First Officer and eight for TOE initial qualification,
18 assuming he has not previously flown in a transoceanic operation).
19

20 D. Posting and Bidding of Category Vacancies
21

- 22 1. Each bid period and at each base, the Company will post a complete list of pilots by
23 category and seniority number.
24 2. On or before the first day of February, May, August, and November, the Company will
25 post, at each base, a six month forecast of pilot requirements for each position at each
26 base.
27

28 Exception: When the Company posts an advance entitlement or displacement bid with an
29 effective date more than 210 days from date of posting, the Company will concurrently
30 publish a 12-month forecast of pilot requirements for each position at each base.
31

Section 22 – Filling of Vacancies

- 1 3. An advance entitlement or displacement bid posting will include a forecast of pilot
2 staffing by category at the end of the conversion window.
- 3 4. A vacancy notice will be posted at each base as far in advance as possible, but not more
4 than 210 days before the last date on which it could become effective.
5 Exception: There is no requirement to post a vacancy that is filled by a pilot who is
6 reinstated to such position within ~~180 days~~ six bid periods of his MD.
- 7 5. A vacancy notice will include the following:
8 a. each category where a vacancy exists or is expected to exist,
9 b. the number of such vacancies,
10 c. the reason for such vacancies,
11 d. the highest and lowest seniority number of the pilots in the category(ies),
12 e. the last date upon which such vacancy can be filled, which will not be more than 210
13 days after posting, and
14 f. the closing date and time, which will:
15 1) be at least 10 days after the posting of the notice, and
16 2) be the deadline after which a change in a pilot's standing bid will not be
17 considered for the bid award.
- 18 6. The last date upon which a vacancy can be filled may be extended beyond 210 days from
19 its date of posting by mutual agreement between the Company and the pilot who is
20 awarded/assigned the vacancy.
- 21 7. A pilot will be forwarded copies of vacancy notices posted during his absence if:
22 a. such absence is due to his vacation, sick leave, or leave of absence, and
23 b. the pilot delivers to his Chief Pilot's office:
24 1) a written request for copies of vacancy notices, and
25 2) a stamped self-addressed envelope(s).
- 26 8. A pilot may indicate in his standing bid a:
27 a. minimum acceptable relative seniority ranking (by number or percentage) in the
28 category (including his own category),
29 b. specification for "regular line only,"
30 c. willingness to be displaced in lieu of a pilot who is junior to him and in his category,
31 or
32 d. desire to be converted, among pilots who hold an award from the same posting:
33 1) if awarded an AE, after more junior pilots holding an AE to the same category.
34 2) if awarded a VD, after more junior pilots holding a VD from the same category.
35 3) if awarded an MD, before more junior pilots holding an MD from the same
36 category.
- 37 9. The Company's decision to award or deny an AE/MD/VD in accordance with a standing
38 bid preference that specifies "regular line only" will be based upon its best estimate of
39 where the cutoff of regular lines will be upon conversion. A preference that specifies
40 "regular line only" does not guarantee that:
41 a. the pilot will be a regular pilot upon his conversion, or
42 b. a junior pilot awarded the vacancy will not be a regular pilot upon his conversion.
- 43 10. A pilot's standing bid (in its entirety):
44 a. can be removed by the pilot prior to a bid closing, or
45 b. will be removed by the Company at the time the pilot is awarded a:
46 1) AE,

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- 1 2) MD,
- 2 3) reinstatement, or
- 3 4) VD.

4 11. For the purposes of **Section 22 D. 4. – 6.**, the Company may, at its discretion, extend the
5 210 day effective date of a bid that contains a displacement to 365 days, once per
6 calendar year, based upon the award date of the bid.

8 E. Advance Entitlements and Voluntary Displacements

- 9
- 10 1. The following vacancies will be awarded simultaneously and in seniority order among
11 pilots whose standing bid, in DBMS at the closing date and time, contains a preference
12 for the category(ies) involved:
 - 13 a. AE,
 - 14 b. VD,
 - 15 c. contingent vacancies, and
 - 16 d. other vacancies that:
 - 17 1) first became known during the period of the posting of the vacancy notice, and
 - 18 2) are caused by termination, resignation, or an absence whose anticipated duration
 - 19 is greater than 120 days.

20 Exception: A standing bid preference for an AE will not be awarded if such award,
21 together with any VD/MD(s) for the same category, would create a surplus that would
22 cause a displacement in the category.

- 23 2. A pilot who has commenced training pursuant to an AE, VD, or MD, but has not yet been
24 converted to his new category, will not be required to fly in his current category.

25 Exception one: This provision will not apply until the 181st day following the in-service
26 date of a new aircraft type, or until the 91st day following the first date of a new or
27 reestablished category.

28 Exception two: This provision will not apply to such pilot if his training is cancelled.

- 29 3. Pilots who hold an AE from the same posting and to the same category will (subject to
30 **Section 22 E. 6. b. and E. 9.**) be converted in seniority order.
- 31 4. Pilots who hold a VD from the same posting and from the same category will (subject to
32 **Section 22 E. 6. b. and E. 9.**) be converted in seniority order.
- 33 5. When pilots described in **Section 22 E. 3. and/or 4.**, are competing for a vacancy in, or a
34 displacement to, the same category, the Company will have the right to choose the group
35 (AE or VD) from which each conversion will be made.
- 36 6. Conversion Date. A pilot who:
 - 37 a. at the start of training required for his AE, VD or MD, is projected to complete such
38 training, exclusive of OE:
 - 39 1) on or before the 16th day of a bid period, will be converted no later than the first
40 day of such bid period, or
 - 41 2) after the 16th day of a bid period, will be converted no later than the first day of
42 the following bid period.

43 Exception: **Section 22 E. 6. a. 1) and 2)** will not apply until the 181st day following
44 the in-service date of a new aircraft type, or until the 91st day following the first date
45 of a new or reestablished category.

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- 1 b. holds an AE or VD and does not require training may be converted (in seniority order
- 2 among other pilots not requiring training) in advance of a senior pilot who requires
- 3 training.
- 4 7. A pilot who has not begun qualification training as of his conversion date will be:
- 5 a. paid under **Section 11 B. 1. e.**, and
- 6 b. trained as soon as possible.
- 7 8. Subject to **Section 22 D. 8. d.**, pilots who hold:
- 8 a. an AE from the same posting and to the same category will be scheduled for training
- 9 in seniority order.
- 10 b. a VD from the same posting and from the same category will be scheduled for
- 11 training in seniority order.
- 12 9. If a junior pilot, who holds an AE from the same posting and to the same category or a
- 13 VD from the same posting and from the same category as a senior pilot, is converted
- 14 before the senior pilot, the senior pilot will be pay protected at the rate applicable to the
- 15 higher paying position for the hours paid to him in his current category.
- 16 Exception: Such senior pilot who is converted after such junior pilot will not be pay
- 17 protected if:
- 18 a. he required training and the junior pilot did not,
- 19 b. his conversion was delayed due to his failure to complete training, or
- 20 c. his training is delayed:
- 21 1) at his request, or
- 22 2) at his request under **Section 22 D. 8.**, or
- 23 3) due to his:
- 24 a) sick leave,
- 25 b) military leave of absence, or
- 26 c) disability.
- 27 10. If no pilot bids on a First Officer category vacancy, the Company may assign an entry
- 28 level pilot to fill the vacancy.
- 29 a. Such pilot will be selected among the pilots in the most recent new hire class. If no
- 30 entry level pilot is available, such pilot will be selected from the subsequent new hire
- 31 class.
- 32 b. The vacancy will be proffered to entry level pilots in seniority order. If no pilot
- 33 accepts the proffer, the selection will be made by assignment in inverse seniority
- 34 order.
- 35 11. Prior to transferring unassigned pilots, the Company will proffer transfer opportunities to
- 36 such pilots in seniority order. Assignments that remain unfilled after such proffers will
- 37 be filled in inverse seniority order.
- 38 12. A pilot who is awarded an AE or VD will forfeit his former category on the date of
- 39 conversion to his new category.
- 40 ~~13. A pilot will not be displaced during a bid period in which another pilot is converted into~~
- 41 ~~his category as a result of an AE.~~
- 42 ~~14.~~13. Bypass. A Captain or First Officer who is awarded an AE or VD may be
- 43 bypassed, and pay protected at the higher composite hourly rate for the hours paid to him
- 44 in his current category, as of the date he would otherwise have been converted, if the
- 45 commencement of his qualification training (pursuant to the AE or VD) would be within:

Section 22 – Filling of Vacancies

1 a. ~~three~~five years of the date he reaches the regulatory age limit for pilots, and the pilot
2 and the Company mutually agree to the bypass, or

3 b. ~~one-year~~two years of the date he reaches the regulatory age limit for pilots and the
4 Company exercises its discretion to bypass.

5 Exception: The Company may not bypass a pilot within ~~one-year~~two years of the
6 date he reaches the regulatory age limit for pilots unless the Company has bypassed
7 all pilots holding an AE to the same category with:

- 8 1) the same award date,
- 9 2) the same training requirements, and
- 10 3) earlier normal retirement dates.

11 ~~1514.~~ If an AE is terminated at a pilot's request with the agreement of the Company, the
12 pilot will have no rights under **Section 22 E. 1615.**

13 ~~1615.~~ If an AE is canceled by the Company, the pilot may:

- 14 a. displace any junior pilot who holds an unconverted AE,
- 15 b. displace a junior pilot from a category the junior pilot converted into pursuant to an
16 AE awarded concurrent with or after the canceled AE, or
- 17 c. by mutual agreement between the pilot and the Company, extend the effective date of
18 the AE up to 31 days.

19 ~~1716.~~ If an AE is canceled by the Company, the pilot will give the Company written
20 notice of his selection from the options provided in **Section 22 E. 1615.** within ten days
21 of his receipt of the cancellation notice. If the pilot does not give the Company such
22 notice within such ten day period, he will be ineligible to exercise any such option.

23 F. Surplus and Displacement

- 24 1. A surplus notice will be posted at each base as far in advance as possible, but not more
25 than 210 days before the last date on which it could become effective.
- 26 2. A pilot in a category with a surplus, who is projected to be displaced, will be notified of
27 his projected displacement as far in advance as possible, but not more than 210 days
28 before the last date on which his displacement could become effective.
- 29 3. A surplus notice will include the following:
 - 30 a. each category where a surplus of pilots exists or is expected to exist,
 - 31 b. number of such pilots in each such category,
 - 32 c. the last date upon which a projected displacement(s) can become effective, which will
33 be not more than 210 days after the posting of such notice, and
 - 34 d. the closing date and time, which will:
 - 35 1) be at least ten days after the posting of the notice, and
 - 36 2) be the deadline after which a change in a pilot's standing bid will not be
37 considered for the VD or MD.
- 38 4. The last date upon which a displacement can become effective may be extended beyond
39 210 days from its date of posting by mutual agreement between the Company and the
40 pilot who holds the VD or MD.
- 41 5. The Company will forward to a pilot copies of surplus notices posted during his absence
42 if:
 - 43 a. such absence is due to his vacation, sick leave, or leave of absence, and
 - 44 b. the pilot delivers to his Chief Pilot's office:
45
46

Section 22 – Filling of Vacancies

- 1) a written request for copies of surplus notices, and
 - 2) a stamped self-addressed envelope(s).
6. Pilots in a category with a surplus will be displaced in inverse seniority order.
Exception one: A senior pilot (excluding a pilot who has been bypassed under **Section 22 E. 1413.**), may volunteer to be displaced (i.e., via a VD) in lieu of a junior pilot in the same category. A pilot who holds a VD may:
- a. displace into a category to fill an existing vacancy that his seniority entitles him to hold,
 - b. displace a pilot junior to him in the same position in a different base, or
 - c. displace a pilot in any category who:
 - 1) was in such category on the award date of the pilot who holds the VD, and
 - 2) is junior to the pilot whose displacement he volunteered to take.
- Exception two: A pilot who holds an MD and who indicated in his standing bid his desire to be converted before more junior pilots holding an MD from the same posting and from the same category will be converted, in seniority order among pilots indicating such desire and who hold an MD from the same posting and from the same category, ahead of such junior pilots.
7. Displacement(s) will be processed on the basis of standing bids existing in DBMS as of the closing date and time of the posting and will become effective at 0001E on the conversion date.
 8. Contingent displacements will be processed simultaneously.
 9. Normally, pilots who hold:
 - a. VDs will be scheduled for training in seniority order prior to pilots who hold MDs from the same posting and from the same category.
 - b. MDs from the same posting and from the same category will be scheduled for training in inverse seniority order.
 10. A pilot will receive at least 30 days advance notice from the Company of the conversion date of his displacement.
 11. The Company will not rescind a displacement within the 30 days before its conversion date without the consent of the pilot.
 12. A pilot who holds an MD will, without regard to the standing bids of senior pilots, be reinstated to the category from which he was displaced if:
 - a. a vacancy is posted in such category and the earliest conversion date stated in the posting is within ~~the 180 day period~~six bid periods following the conversion date of his MD,
 - b. his standing bid indicates a request for such reinstatement, and
 - c. such vacancy has not been filled by reinstatement of a pilot senior to him who was also awarded an MD from such category.
 13. A pilot who holds an MD may displace a pilot in any category who is junior to him and who was in such category on the award date of his MD.
 14. A pilot whose standing bid does not contain sufficient MD preferences as of the closing date and time of the posting and is displaced will be assigned the next lower position at his base. If such pilot lacks sufficient seniority to hold a lower position at his base, he will, at Company option, be assigned into any position at another base that his seniority would permit him to hold.

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- 1 15. If, prior to the conversion date, a posting of multiple VDs or MDs for the same category
2 is partially canceled, such cancellations will be proffered and then assigned in the
3 following order:
4 a. proffered in seniority order among pilots who hold MDs,
5 b. proffered in seniority order among pilots who hold VDs,
6 c. assigned in seniority order among pilots who hold MDs,
7 d. assigned in inverse seniority order among pilots who hold VDs.
8 16. For the purposes of **Section 22 F. 1. – 4.**, the Company may, at its discretion, extend the
9 210 day effective date of a bid that contains a displacement to 365 days, once per
10 calendar year, based upon the award date of the bid.
11

12 G. Category Freeze

- 13
14 1. A pilot who is awarded an AE or VD for which qualification training consisting of 13 or
15 more scheduled curriculum days is required will incur a ~~24-month category freeze, and an~~
16 entry level pilot will incur a 12-month category freeze.
17 Exception ~~one~~: Subject to **Section 22 G. 1. Exception one b5.**, a pilot currently under a
18 category freeze may be awarded an AE or VD to the same position at a different base.

19 2. An entry level pilot will incur a 24-month category freeze.

20 Exception two: A pilot who is in the last 12 months of such category freeze may be
21 awarded an AE or VD to another base for which qualification training is required if he is
22 unable to be awarded an AE or VD to such base in his current position in a given posting.
23 In such event, the balance of his existing category freeze will be added to the category
24 freeze resulting from the new position award.

25
26 Example one: An entry level pilot is assigned to the NYC B-767/B-757 First Officer
27 category. In the last 12 months of his category freeze, an AE is posted including
28 vacancies of SLC A-321/320/319 First Officer and B-767/B-757 First Officer. His
29 seniority permits him to be awarded SLC A-321/320/319 First Officer but not SLC B-
30 767/B-757 First Officer. He may be awarded SLC A-321/320/319 First Officer from
31 such posting.

32
33 Example two: An entry level pilot is assigned to the NYC B-767/B-757 First Officer
34 category. In the last 12 months of his category freeze, an AE is posted including a
35 vacancy of SLC A-321/320/319 First Officer but not of SLC B-767/B-757 First Officer.
36 His seniority permits him to be awarded SLC A-321/320/319 First Officer. He may be
37 awarded SLC A-321/320/319 First Officer from such posting.

38
39 Example three: An entry level pilot is assigned to the NYC MD-90/88 First Officer
40 category. In the last 12 months of his category freeze, an AE is posted including
41 vacancies of SLC A-321/320/319 First Officer and B-767/B-757 First Officer. His
42 seniority permits him to be awarded SLC A-321/320/319 First Officer or SLC B-767/B-
43 757 First Officer. He may be awarded either SLC A-321/320/319 First Officer or SLC
44 B-767/B-757 First Officer from such posting.
45

Section 22 – Filling of Vacancies

1 Example four: An entry level pilot is assigned to the NYC 767/B-757 First Officer
2 category. In the last 12 months of his category freeze, an AE is posted included
3 vacancies for SLC A-321/320/319 First Officer and B-767/B-757 First Officer. His
4 seniority permits him to be awarded SLC A-321/320/319 or SLC B-767/B-757 First
5 Officer. He may be awarded SLC B-767/B-757 First Officer from such posting but may
6 not be awarded SLC A-321/320/319 First Officer.

7
8 3. A pilot who is awarded an AE or VD for which qualification training consisting of fewer
9 than 13 scheduled curriculum days is required will incur a 12-month category freeze.

10 Exception one: A B-767/B-757 pilot who is awarded an AE or VD in the same status for
11 the B-767-400ER (or vice versa) and undergoes ~~B-757/767 to B-767-400ER~~ qualification
12 training will incur a 9-month category freeze.

13 Exception two: Subject to **Section 22 G. 5.**, a pilot currently under a category freeze may
14 be awarded an AE or VD to the same position at a different base.

15 ~~Exception three: A B-767-400ER pilot who is awarded an AE or VD in the same status~~
16 ~~for the B-767/B-757 and undergoes B-767-400ER to B-757/767 qualification training~~
17 ~~will incur a 9-month category freeze.~~

18 24. A category freeze applies to a pilot who is awarded an AE or VD whether or not he is
19 bypassed under **Section 22 E. 1413.** A pilot who has been bypassed will be deemed to
20 hold the category to which he is being pay protected to determine his eligibility for
21 another AE or VD.

22 35. A pilot who, during his category freeze, is awarded a subsequent AE to the same position
23 at another base may be held in the category of his freeze until a replacement is trained
24 and converted. When such replacement is trained and converted, the pilot will be
25 converted in accordance with the subsequent AE.

26 46. A pilot who is under a category freeze and who has not previously completed training for
27 a mainline Captain position ~~shall~~will nevertheless be eligible to be awarded a Captain
28 position. In such event, the balance of such pilot's existing category freeze shall be
29 added to the category freeze resulting from the Captain position award.

1 SECTION 23

2
3 SCHEDULING

4
5 A. Definitions

- 6
7 1. "Asterisk rotation" means a rotation that:
- 8 a. is published in the bid package,
 - 9 b. is scheduled to begin in one bid period and end in another,
 - 10 c. includes:
 - 11 1) a duty period that begins in the second bid period, and/or
 - 12 2) a flight segment in the second bid period with a different flight number than the
 - 13 last flight segment in the first bid period, and
 - 14 d. is subject to change or removal from a pilot's line.

15 Note one: An asterisk rotation may not be changed such that it is scheduled to release
16 more than one day after its originally scheduled release.

17 Note two: If an asterisk rotation that is on a pilot's line is changed such that it is
18 scheduled to release one day after its originally scheduled release, and provided that
19 such rotation remains on such pilot's line, such pilot will receive single pay and credit
20 for the rotation as flown, plus single pay, no credit for the last duty period of the
21 rotation.

- 22 2. "Average line value" (ALV) means a number of hours established by the Company
23 ~~between 72 and 84 hours (inclusive)~~ that is the projected average of all regular line
24 values, for a position, for a bid period and is:
- 25 a. between 72 and 84 hours (inclusive) for a narrowbody position and a B-767/B-757
 - 26 position.
 - 27 b. between 71 and 85 hours (inclusive) for a widebody position other than a B-767/B-
 - 28 757 position.
- 29 3. "Bid period" means one of the following time periods:
- 30 a. January 1st through January 30th (the "January bid period")
 - 31 b. January 31st through March 1st (the "February bid period")
 - 32 c. March 2nd through March 31st (the "March bid period")
 - 33 d. April 1st through May 1st (the "April bid period")
 - 34 e. May 2nd through June 1st (the "May bid period")
 - 35 f. June 2nd through July 1st (the "June bid period")
 - 36 g. July 2nd through July 31st (the "July bid period")
 - 37 h. August 1st through August 30th (the "August bid period")
 - 38 i. August 31st through September 30th (the "September bid period")
 - 39 j. October 1st through October 31st (the "October bid period")
 - 40 k. November 1st through November 30th (the "November bid period")
 - 41 l. December 1st through December 31st (the "December bid period")

42 Note: The start and/or end dates of a bid period may be altered by mutual agreement
43 between the Director – Crew Resources and the MEC Scheduling Committee Chairman.

- 44 4. "Block time" means the time beginning when an aircraft first moves for the purpose of
45 flight or repositioning and ending when the aircraft comes to a stop at the next destination
46 or at the point of departure.

Section 23 - Scheduling

- 1 5. "Break-in-duty" means a rest period (measured from release to report) that is sufficient to
2 break a pilot's duty period under **Section 12 G.**
- 3 6. "Credit" means the time attributed to a pilot for PWA flight time limitations purposes.
- 4 7. "Credited reserve on-call day" (CROC day) means a day on which a reserve pilot:
5 a. is on a rotation,
6 b. receives pay and credit under **Section 4 H.**,
7 c. is on airport standby duty, or
8 d. is on sick leave on an on-call day.
- 9 8. "Day" means calendar day.
- 10 9. "DBMS" means a computerized crew scheduling system operated by Flight Operations.
- 11 10. "Duty period" means the elapsed time from report to release (for a break-in-duty).
- 12 11. "Flight duty period" (FDP) means the portion of a duty period from report to when the
13 aircraft is parked after the last flight segment (other than a deadhead flight segment) and
14 there is no intention for further aircraft movement.
- 15 12. "FARs" means the Federal Aviation Regulations.
- 16 13. "Flying," "flown," "flies," and "fly," for purposes of **Sections 4, 12, and 23**, means:
17 a. operation of a flight as a cockpit crewmember, and/or
18 b. a deadhead by air.
- 19 14. "Green slip" (GS) means a request by a pilot to be assigned same-day/next-day open time
20 that may generate premium pay:
21 a. on his regular line days-off,
22 b. on his reserve line X-day(s),
23 c. on reserve line on-call days, while on long-call, with less than 12 hours' notice, or
24 d. on his remaining reserve line on-call days in the current bid period after he has
25 accumulated credit equivalent to the ALV in such bid period.
- 26 15. "Green slip with conflict" (GSWC) means a request by a regular pilot to be assigned
27 same-day/next-day open time that may generate premium pay, and:
28 a. overlaps a scheduled rotation(s) remaining to be flown, or
29 b. creates an FAR or PWA conflict with a scheduled rotation(s) remaining to be flown.
- 30 16. "Hard non-fly day" means a non-fly day on which a pilot may not be inversely assigned
31 to a rotation (e.g., vacation, APD day, reserve PD day, ALPA, legal duty, MLOA, or
32 golden X-day).
- 33 ~~16. Reserved.~~
- 34 17. "Inverse assignment" (IA) means the assignment of open time in inverse seniority order
35 under **Section 23 N. or O.**
36 Exception: An assignment to a reserve pilot who is among a group of reserve pilots in the
37 same RAW value grouping under **Section 23 A. 4446.** is not an IA.
- 38 18. "Inverse assignment with conflict" (IAWC) means an IA that:
39 a. overlaps a scheduled rotation(s) remaining to be flown, or
40 b. creates an FAR or PWA conflict with a scheduled rotation(s) remaining to be flown.
- 41 19. "Irregular operations" (IROPS) means an event(s) in the system (e.g., sickness, fatigue or
42 no-show of another pilot, weather, mechanical, aircraft type substitution, substitution of
43 one aircraft model for another aircraft model on which the pilot is not qualified,
44 diversion, cancellation, overflight, misconnect, application of the FARs) that causes a
45 pilot to be removed from his scheduled rotation or portion thereof.

Section 23 - Scheduling

- 1 20. “Known absence” means a period of unavailability in a subsequent bid period for which a
2 pilot is scheduled prior to initial line awards for such bid period (e.g., training, vacation,
3 sick, MLOA, ALPA duty) during which a pilot may not be awarded a rotation(s) or on-
4 call day(s).
- 5 21. “Line” means a pilot’s bid period schedule.
- 6 a. “Initial line” means the line awarded/assigned to a pilot via PBS or DBMS.
- 7 b. “Adjusted line” means a pilot’s initial line as modified by the line adjustment process.
- 8 c. “Regular line” means a line composed of training, vacation, leaves, rotations, and/or
9 days-off.
- 10 d. “Reserve line” means a line composed of training, vacation, leaves, reserve on-call
11 days, and/or X-days.
- 12 e. “Blank regular line” means a regular line that is constructed without rotations.
- 13 f. “Specially created reserve line” means a reserve line that was not awarded/assigned in
14 the initial line awards.
- 15 g. “Reduced lower limit line” (RLL) means a regular line with a value that is less than
16 the lower limit of a pilot’s LCW and that is awarded upon request under **Section 23**
17 **D. 10. Exception** to a pilot who cannot be awarded a regular line within his LCW.
- 18 22. “Line adjustment” means the process by which the Company removes a rotation(s) from
19 a regular pilot’s line for the next bid period, which would otherwise create an FAR and/or
20 PWA conflict(s).
- 21 23. “Line construction window” (LCW) means a range of hours that is seven and one half
22 hours above and below the ALV for each position in each bid period. The LCW will not
23 extend below 65 hours without mutual agreement between the Director – Crew Resources
24 and the MEC Scheduling Committee Chairman.
- 25 24. “Low-time pilot” means a Captain or First Officer who has not flown (excluding
26 deadhead) 75 hours of block time as a Captain or First Officer in his aircraft type.
- 27 25. “Narrowbody,” other than for purposes of **Section 1**, means an aircraft type under
28 **Section 22 A. 3. g. — mh. — n.**
- 29 26. “Minimum separation length” (MSL) means, for a widebody category in which 20% or
30 more of the published rotations in a bid period are scheduled to operate for nine or more
31 days, the weighted average length of the published rotations in a category that are
32 scheduled to operate for nine or more days, rounded to the nearest whole number, and
33 published in the bid package.
- 34 27. “Non-consolidated pilot” means a pilot who has not completed consolidation
35 requirements as set forth in the FARs (currently Section 121.434(g)) or a pilot who has
36 flown (excluding deadhead) less than 100 block hours, including OE, in his aircraft type.
- 37 28. “Non-fly day” means a day or 24-hour period during which a pilot:
- 38 a. does not perform flying for the Company,
- 39 b. is not scheduled to perform flying for the Company,
- 40 c. does not participate in training, other than distributed training (including travel days),
- 41 d. does not perform an SLI duty period (including a flex day),
- 42 e. is not on Company business,
- 43 f. is not removed from his scheduled rotation for the convenience of the Company, or
- 44 g. is not on long call or short call.
- 45 29. “Off-line deadhead” means travel on a Delta Connection Carrier in category C operations
46 (i.e., pursuant to a prorate agreement) or any carrier other than Delta Air Lines, Inc.

Section 23 - Scheduling

- 1 30. "On-line transportation" means travel on Delta Air Lines, Inc. and Delta Connection
2 Carriers in category A operations (i.e., not a prorate agreement).
- 3 31. "Open time" means a rotation(s) not awarded on a regular line in the initial line awards,
4 or that otherwise becomes available.
- 5 32. "Out-of-base pilot" means a pilot who holds the same position at another base.
- 6 33. "Pilot change schedule" (PCS) means a process for the submission of requests for:
7 a. military leave of absence (see **Section 13 D.**)
8 b. personal drop (PD), qualified personal drop (QPD), individual vacation day (IVD),
9 and authorized personal drop (APD) (see **Section 23 I.**)
10 c. swap with the pot (see **Section 23 H.**)
11 d. white slip (see **Section 23 P.**)
12 e. yellow slip (see **Section 23 T.**)
13 f. GS and GSWC (see **Section 23 Q.**)
14 g. X-day move (see **Section 12 ~~N.~~ M. 8.**)
15 h. additional day off (see **Section 23 S. ~~16~~ 14.**)
16 i. recovery slip (see **Section 23 J.**)
- 17 34. "Pilot-to-pilot swap board" means an electronic system through which a pilot offers
18 and/or executes a rotation drop, swap, and/or pickup with another pilot under
19 **Section 23 F.**
- 20 35. "Premium pay" means pay as set forth in **Section 23 U.** applicable to:
21 a. an inversely assigned rotation or flight segment(s).
22 b. a GS rotation.
23 c. a GSWC rotation.
- 24 36. "Projection" means the sum of a pilot's accumulated credit and remaining scheduled
25 credit within the bid period.
- 26 37. "Projected number of regular lines" means the total scheduled block and credit hours in a
27 category added to a percentage of the total known absence hours in such category,
28 divided by the ALV for such category.
29 Note: The percentage of total known absence hours will be determined by the Director –
30 Crew Resources & Scheduling with the purpose of determining the most accurate
31 projected number of regular lines. The Company will provide advance notice of any
32 intent to change such percentage in a category, and will meet and confer upon request
33 with the Association to mutually review the reason for the change and to demonstrate the
34 increased accuracy of the calculation.
- 35 38. "Pro rata portion of the ALV" means the ALV for a position divided by the number of
36 days in a bid period.
- 37 39. "Pro rata portion of the reserve guarantee" means the reserve guarantee for a position
38 divided by the number of days in a bid period.
- 39 40. "RAW value grouping" means a range of RAW values for each category in each bid
40 period determined by mutual agreement between the Director – Crew Resources and
41 Scheduling and the MEC Scheduling Committee Chairman, and made available no later
42 than the last day of the prior bid period.
- 43 41. "Recovery slip" means a request by a regular pilot to be awarded open time under
44 **Section 23 J.** in lieu of being assigned recovery flying under **Section 23 K. 1.**
- 45 42. "Regular pilot" means a pilot who holds a regular line.
- 46

Section 23 - Scheduling

1 43. "Release" means:

- 2 a. for purposes of determining a pilot's break-in-duty, the later of:
3 1) 30 minutes after the block-in of his last flight segment, or
4 2) the actual time he is released by the Company (after completion of any additional
5 duty required by the Company) to begin a rest period sufficient to break his duty
6 period under **Section 12 G.**
7 b. for purposes of determining a pilot's duty period credit and rotation credit, the later
8 of:
9 1) 30 minutes after the actual block-in of his last flight segment,
10 2) 30 minutes after the adjusted block-in of his last flight segment determined by
11 adding the scheduled block time of such flight segment to the later of the
12 scheduled or actual departure time of such flight segment, or
13 3) the actual time he is released by the Company (after completion of any additional
14 duty required by the Company) to begin a rest period sufficient to break his duty
15 period under **Section 12 G.**

16 44. "Report" means the later of the actual or scheduled time that a pilot begins duty. Such
17 scheduled time is:

- 18 a. one hour before the scheduled departure of the first:
19 1) non-trans-oceanic flying segment.
20 2) deadhead on on-line transportation or a Delta Connection Carrier (including an
21 ocean crossing deadhead that originates within the continental United States).
22 b. 90 minutes before the scheduled departure of the first:
23 1) trans-oceanic flight segment, (including an ocean crossing deadhead that
24 originates outside the continental United States).
25 2) off-line deadhead segment other than a Delta Connection Carrier.
26 Exception: Flight segments to/from Hawaii will have a 60-minute report.

27 45. "Reroute" means:

- 28 a. alteration of a pilot's rotation or portion thereof due to irregular operations to:
29 1) delete a previously scheduled flight segment(s), and/or
30 2) add a flight segment(s) that is not open time (including flying removed from open
31 time),
32 or
33 b. alteration of a pilot's rotation or portion thereof to:
34 1) delete a previously scheduled flight segment(s), and/or
35 2) add a flight segment(s) under **Section 23 N. 2021. or O. 15.;**
36 and
37 c. notification to the pilot, after the airborne departure of his first flight segment, of such
38 alteration.

39 Note: An alteration in the departure, enroute, or arrival time of a scheduled flight
40 segment does not constitute a reroute.
41

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- 1 46. “Reserve assignment weighting” (RAW) means a value assigned to a reserve pilot that is
2 based on his accumulated credit in a bid period, his CROC days in a bid period, and his
3 number of short call credits in a bid period. A reserve pilot’s RAW is used as part of the
4 process of sequencing him for assignment to open time. Such value will be calculated
5 using the following formula, rounded to the nearest integer:
6 Reserve assignment weighting = $[(A \div C) \times 75] + [(B \div D) \times 100] + (E \times 5)$, where:
7 **A** = the reserve pilot’s credit hours accumulated in the bid period plus prorated credit
8 hours associated with his period of unpaid absence and/or vacation and/or training
9 (other than qualification or distributed training), if any. The number of prorated
10 hours associated with his period of unpaid absence and/or vacation and/or training
11 (other than qualification or distributed training) will be determined by multiplying the
12 number of days of his unpaid absence and/or vacation and/or training (other than
13 qualification or distributed training) by the reserve guarantee and then dividing that
14 product by 30 or 31 (days of the bid period).
15 **B** = the reserve pilot’s CROC days plus prorated CROC days associated with his period
16 of absence other than sick leave, if any (e.g., vacation, training, MLOA, PLOA). The
17 number of prorated CROC days associated with his period of absence other than sick
18 leave will be determined by multiplying the number of days of his absence by 16, 17,
19 or 18 (on-call days per bid period) and then dividing that product by 30 or 31 (days of
20 the bid period).
21 **C** = the reserve guarantee.
22 **D** = number of on-call days in a full month of reserve.
23 **E** = the number of short call periods for which the pilot has been credited in the bid
24 period.
- 25 47. “Reserve day” means a day on which a reserve pilot is scheduled to be on either an on-
26 call day or an X-day.
- 27 48. “Reserve pilot” means a pilot who holds a reserve line.
- 28 49. “Reserve prorata share” means the reserve guarantee divided by the associated number of
29 on-call days in a full bid period on a reserve line.
- 30 50. “Reserve utilization order” (RUO) means an order of assigning open time to reserve
31 pilots, within days-of-availability groupings, that is based upon a comparison of their
32 RAW value groupings.
- 33 51. “Rotation” means a duty period, or series of duty periods, that is identified by number
34 and scheduled to begin and end at a pilot’s base, and all the flight segments contained
35 therein. The release of a regular pilot for a break-in-duty at his base that is within such a
36 series of duty periods (“in base layover”) will not end his rotation.
- 37 52. “Soft non-fly day” means a non-fly day other than a hard non-fly day (i.e., a day on
38 which a pilot may be inversely assigned to a rotation).
- 39 53. “White slip” means a request by a regular pilot to be awarded open time under
40 **Section 23 P.**
- 41 54. “Widebody” means an aircraft type under **Section 22 A. 3. a. – fg.**
- 42 55. “Within days-of-availability groupings” means an order of assigning open time under
43 **Section 23 N. or O.** to reserve pilots based upon a comparison between each pilot’s days-
44 of-availability and the length of the rotation.
- 45 56. “Within least disruption groupings” means an order of assigning open time to reserve
46 pilots for whom such assignment would extend into their regular line and conflict with a

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1 rotation(s). Such pilots will be sequenced for assignment by least number of rotation
 2 days to be dropped.

3 57. "Within least intrusion groupings" means an order of assigning open time to reserve
 4 pilots for whom such assignment would extend into their regular line days-off, but would
 5 not extend into a rotation(s). Such pilots will be sequenced for assignment by least
 6 number of days interrupted.

7 58. "X-day" means a 24-hour duty-free period at a pilot's base, on a reserve line.

8 59. "Yellow slip" means a request by a reserve pilot to:

9 a. become first in sequence for assignment:

10 1) to a specific rotation(s) (in seniority order within RUO among pilots submitting
 11 yellow slips for such assignment), or

12 2) on a specific date(s) (in seniority order within RUO among pilots submitting
 13 yellow slips for such assignment),

14 b. become first in sequence for conversion to short call at a specific time(s) and/or on a
 15 specific date(s) under **Section 23 S. 1. f.**, or

16 c. be awarded up to two additional on-call days.

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 18 B. Timing of Scheduling Events

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 20 1. Current Month Events Affecting Subsequent Bid Period Scheduling

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 22
 23

<u>Day of Calendar Month</u>	<u>Event</u>
Before the 5th day of the month that is two months prior to the bid period in which a pilot may be scheduled for qualification training	Pilot requests any desired days free of duty prior to or during his training
Before the 21st day of the month that is two months prior to the bid period in which a pilot may be scheduled for CQ	Pilot designates CQ Golden Day(s), if any Pilot advises Crew Resources (via DBMS) of training unavailability in the bid period following the subsequent bid period
<u>Before 0800E on the 25th day of the month that is two months prior to the bid period</u>	<u>Estimated available vacation move-up weeks based on information available at time of posting</u>
Before 1800E on the 25th day of the month that is two months prior to the bid period for which CQ training events are being awarded	CQ training events published
At 1800E on the 25th day of the month that is two months prior to the bid period for which CQ training events are being awarded	CQ bidding opens
At 1800E on the last day of the bid period that is two bid periods prior to the bid period for which CQ training events are being awarded	CQ bidding closes

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At 0800E on the 1st	Vacation move-ups close
Before 1800E on the 4th	Bid packages distributed electronically Vacation move-ups posted Qualification training posted CQ training posted Asterisk rotation changes posted
Before 1800E on the 11th	Pilot advises Crew Scheduling of known absence (e.g., MLOA, scheduled accident leave, scheduled sick leave) in subsequent bid period Pilot advises Crew Scheduling of his desired option regarding the conflict between an asterisk rotation and a vacation move-up awarded for the subsequent bid period (See Section 7 D. 4.)
On the 11th @ 1800E	Line bidding closes
On or before the 17th @ 1800E	FAR and PWA time and duty adjustments completed (line adjustment) Adjusted lines made available for viewing in DBMS
On the 19th @ 0800E	Reserve Golden Day bidding closes
Before 1800E on the 19th	Reserve Golden Day award available for viewing in DBMS
Before the 20th	Pilot requests any desired days free of duty during his OE training in the next bid period
On the 20th @ 0700E (and through the end of bid period at all PCS run times from table in Section 23 B. 2.)	Daily next bid period PCS process begins
At 2359E on the last day of the bid period	Deadline for submitting bank transactions

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Note: Subsequent bid period PCS runs will begin as close as possible to, but not before, current bid period PCS runs and will process all pilot requests submitted prior to the beginning of each run.

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2. Daily Events Affecting Current Bid Period

<u>Time of day</u>	<u>Event</u>
No earlier than 0700E	PCS run time for next day APD or PD awards
No earlier than 0700E, 1200E, 1700E, and 2200E	PCS run time for next day (0700E only) and beyond next day flying (white slip, military leave, APD, PD, X-day move, swap with the pot, additional day off)
Between 0800 Base time and 2400 Base time	Next day rotation coverage
0001E and 1300E	Automated RAW value update
1500 Base time	Deadline for placing assignment on the line of a reserve on the last non-fly day (that ends at 2400) prior to an on-call day. (Section 23 S. 1. d. 2), a. 5) Note one, 2. c. 3) Note one, and 3. d. Section 23 S. 6.2) b.)))

Note: Current bid period PCS will be run as close as possible to, but not earlier than, scheduled PCS run times and will process all pilot requests submitted prior to the beginning of the run.

3. The sequence of events set forth in **Section 23 B. 1.** and **2.** may be altered by mutual agreement between the Director – Crew Resources and the MEC Scheduling Committee Chairman.

C. Preferential Bidding System (PBS)

The Company will provide a preferential bidding system (PBS) which will allow each pilot in a category to bid for and be awarded an initial line, based upon MOU #1 – PBS and:

1. his bid preferences,
2. his seniority,
3. his known absences,
4. programmed award logic,
5. FARs,
6. Company policy, and
7. the PWA.

D. Line Award Process

1. The Company will make a bid package available to each pilot for his category for each bid period. The bid package may be distributed electronically under terms and conditions approved by the Director – Crew Resources and the MEC Scheduling Committee Chairman.
2. A bid package will include:
 - a. the date and time of bid closing,
 - b. rotation descriptions,
 - c. asterisk rotation descriptions,

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- 1 d. regular and reserve line parameters, and
- 2 e. minimum separation lengths, if applicable.
- 3 3. A rotation description will include:
 - 4 a. rotation pairing by days,
 - 5 b. aircraft model(s),
 - 6 c. stations,
 - 7 d. origination and termination times,
 - 8 e. total scheduled block time and credit,
 - 9 f. daily scheduled block time and credit,
 - 10 g. layover times, cities, and lodging,
 - 11 h. designation of types of credit,
 - 12 i. exceptions and schedule change descriptions,
 - 13 j. maximum allowable on-duty time,
 - 14 k. scheduled on-duty time,
 - 15 l. scheduled time away from base, and
 - 16 m. break-in-duty times based on release to report.
- 17 4. Initial line bidding will close at 1800E on the 11th day of each month.

18 Exception: Under unusual and extenuating circumstances, the Company may close initial

19 line bidding on a day subsequent to the 11th day of a month. In all cases, bid packages

20 will be made available at least seven days before bid closing.
- 21 5. Prior to the close of initial line bidding, a pilot may enter his bid preferences via PBS
22 and/or DBMS.

23 Exception: A pilot performing international operations from the 4th to the 11th of the

24 month may enter his preferences by telephone contact with Crew Scheduling if he is out

25 of the United States from the 4th to the 11th of the month and unable to access PBS.

26 Note: PBS will be accessible through an internet connection that does not require a

27 virtual private network. PBS will be compatible with the following operating systems, as

28 a minimum: WindowsTM, MacTM, and LinuxTM.
- 29 6. Initial line awards will be made in seniority order among pilots in the category.

30 Exception-~~one~~: A low-time First Officer who is projected to be a low-time pilot on the

31 first day of the bid period will not be awarded a rotation that was awarded to a low-time

32 Captain, unless the FAA permits the pairing of low-time pilots.
- 33 7. Initial Captain lines will be awarded before initial First Officer lines.
- 34 8. A regular line will be constructed from published rotations to achieve a credit value
35 within the LCW, including a value, if any, for a known absence.

36 Exception: In the event a pilot's block hour limit (plus the value, if any, for a known

37 absence) is lower than the upper limit of the LCW for his category for the bid period, the

38 lower limit of his LCW for the bid period will be his block hour limit (plus the value, if

39 any, for a known absence) minus the difference between the upper limit and the lower

40 limit of the LCW for his category for the bid period.

41 Note: In the event a satisfactory PBS solution (e.g., within one +/- hour of the published

42 ALV) is not achievable, an adjustment to the LCW may be made by mutual agreement

43 between the Director – Crew Resources and the MEC Scheduling Committee Chairman.

44

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- 1 9. A pilot will not be awarded a regular line that:
2 a. exceeds 18 days in which a pilot is on a rotation.
3 Note one: A pilot may state a preference (waive rule) for a regular line award which
4 exceeds 18 days in which he is on a rotation.
5 Note two: For line construction purposes, a pilot will not be considered to be on a
6 rotation on a day that he is released at his base at or before 0300 base time and does
7 not thereafter report for duty on the same calendar day.
8 b. creates, or is within one hour of creating, an FAR or PWA conflict,
9 Exception: This one-hour limitation does not apply to the pilot's block hour limit.
10 or,
11 c. exceeds the pilot's block hour limit.
- 12 10. A pilot who cannot be awarded a regular line within his LCW will be awarded a reserve
13 line.
14 Exception: A pilot who is within a number (such number to be the projected number of
15 regular lines in such pilot's category) of the most senior pilots in a category and who
16 cannot be awarded a regular line within his LCW may:
17 a. request and be awarded an RLL.
18 b. elect to be awarded a blank regular line if he does not request an RLL.
- 19 ~~11. Reserved.~~
20 ~~12. Reserved.~~
21 ~~13.~~ A regular line will be constructed to contain at least:
22 a. 48 hours free of duty between all different direction (Europe/Pacific/South America)
23 ocean crossing rotations.
24 Exception: A pilot may reduce this requirement to 24 hours free of duty in PBS.
25 b. 13 hours free of duty prior to a trans-oceanic duty period.
26 c. 18 hours free of duty following a trans-oceanic duty period.
27 d. 12 hours free of duty between rotations.
- 28 ~~14~~12. A reserve line will be constructed to contain a number of X-days under **Section 12**
29 **A.M. 2.**
- 30 ~~15~~13. A pilot who, in the initial line bid, fails to bid will be awarded a line based on his
31 default bid.
32 Note: If a pilot does not submit a default bid, he will be awarded a line based on the PBS
33 default bid ("award pairings" or "award line reserve").
- 34 ~~16~~14. A pilot's adjusted line for the following bid period will be available to him via
35 DBMS at or before 1800E on the 17th of the month.
- 36 ~~17~~15. A rotation(s) that becomes known after distribution of bid packages will be open
37 time.
- 38 ~~18~~16. Rotations that have not been placed on regular lines will be open time.
- 39 ~~19~~17. A pilot holding an RLL who elects to receive a regular line guarantee of the lower
40 limit of his LCW, will be required to remain available for assignment to open flying as
41 follows:
42 a. The number of required days of availability will be determined by dividing the
43 difference between his regular line guarantee and his projection by a reserve pro rata
44 share, rounding the resulting quotient up to the nearest integer.

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- 1 b. Such days will be placed on his line by mutual consent between the pilot and Crew
2 Scheduling in a single group, if possible. If such mutual consent cannot be achieved,
3 placement of the days will be determined by Crew Scheduling.
- 4 c. An increase of the pilot's projection after placement of his required days of
5 availability will cause the number of such required days to be recalculated under
6 **Section 23 D. ~~19~~17. a.** The excess number of such required days determined under
7 this recalculation will be removed from the pilot's line, beginning with the earliest
8 such day on his line.
- 9 d. Following the 2200E PCS run on the 24th of the prior month, the pilot may be
10 assigned recovery flying that:
11 1) is scheduled to report on a day within a group of his days of availability, and
12 2) is scheduled to release no later than three days after the end of such group of days
13 of availability.
- 14 e. The pilot:
15 1) will be notified of his assignment to recovery flying by telephone contact from
16 Crew Scheduling,
17 2) must be able to report for an assigned rotation no sooner than 24 hours from the
18 first attempted contact by Crew Scheduling, and
19 3) is obligated to fly the recovery flying whether or not he acknowledges such
20 flying.
- 21 ~~20~~18. A pilot holding a blank regular line may submit white slips and GSs for open time
22 originating during that line. Such pilot will not receive:
23 a. a regular line guarantee, or
24 b. a rotation guarantee for a rotation that is removed due to a conflict with, or failure to
25 complete, his OE(s).
- 26 ~~21~~19. The Company may deviate from the line award process in **Section 23 D.** if
27 necessary because of an unforeseen change of rotations after the distribution of the bid
28 package. In such cases:
29 a. the line award will be conducted as expeditiously as possible, and
30 b. seniority will govern the awarding of lines within a category.
31 Note: In cases of temporary reduction in the number of lines in a category not
32 accompanied by a comparable reduction in positions, a sufficient number of reserve lines
33 will be created to ensure a line for each pilot in the category.

E. Pilot Change Schedule

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37 1. Pilots will be afforded the opportunity to submit requests for the following forms of
38 schedule alterations through DBMS:
39 a. MLOA,
40 b. PD, IVD, and APD,
41 c. swap with the pot,
42 d. X-day moves,
43 e. white slips,
44 f. yellow slips,
45 g. reserve rotation preference if needed to fly (see **Section 23 S. ~~18~~16.**),
46 h. GS and GSWCs,

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- 1 i. additional day(s) off (see **Section 23 S. 1614.**), and/or
- 2 j. preference for recovery flying rotations (see **Section 23 K.**)
- 3 k. recovery slips (see **Section 23 J.**)

4 Note: A pilot will input PCS preferences via templates in DBMS. Such templates may be
5 modified by mutual agreement between the Director – Crew Resources and the MEC
6 Scheduling Committee Chairman.

- 7 2. Requests for the following schedule alterations will be processed in the following order:
 - 8 a. MLOA (see **Section 13 D.**),
 - 9 b. IVD (See **Section 23 I.**),
 - 10 c. APD (see **Section 23 I.**),
 - 11 ed. PD and X-day moves (see **Section 23 I.** and **Section 12 N-9M. 8.**),
 - 12 de. recovery slips (see **Section 23 J.**),
 - 13 ef. white slip (see **Section 23 P.**), and
 - 14 fg. swap with the pot (see **Section 23 H.**)

- 15 3. PCS requests will be processed:
 - 16 a. automatically by the PCS system for:
 - 17 1) beyond next day, and
 - 18 2) next day at pilot's request (0700E run only).
 - 19 b. manually by Crew Scheduling for:
 - 20 1) next day (after completion of the 0700E automated PCS run on the current day),
 - 21 and
 - 22 2) same day.

23 Note: Normally, only the following requests will be processed manually:

- 24 1) Recovery slips
- 25 2) White slips
- 26 2) Yellow slips
- 27 3) Reserve rotation preferences if needed to fly
- 28 4) GS and GSWC

- 29 4. A pilot who submits a PCS request for a:
 - 30 a. beyond next day rotation, or a next-day rotation under **Section 23 E. 3. a. 2)**, is
31 responsible for ascertaining whether his request has been granted and acknowledging
32 his award. Crew Scheduling is not required to notify a pilot of such an award.
 - 33 b. rotation and who has indicated in such request his willingness to automatically
34 acknowledge such an award under **Section 23 N.** while he is on a duty, FTD, or
35 simulator period is responsible for ascertaining whether his request has been granted.
36 Crew Scheduling will attempt to notify a pilot of such an award.

37 Note: In the event a pilot utilizes an off-rotation deadhead, the scheduled time of the
38 originally scheduled deadhead will be used for determining report and/or release of
39 the pilot's duty period, whichever is applicable (e.g., the scheduled release of the duty
40 period will be used if an off-rotation deadhead is used at the end of a rotation).

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5. PCS Deadline Examples

a. Example 1

1) Assumption: The pilot desires to swap a rotation with a scheduled report of 1400 on the 12th day of the month and does not desire the automated PCS system to consider next-day flying.

2) Result: The pilot must enter the swap request into PCS no later than the 2200E run on the 10th day of the month.

b. Example 2

1) Assumption: The pilot desires to swap a rotation with a scheduled report of 1400 on the 12th day of the month and desires the automated PCS system to consider next-day flying.

2) Result: The pilot must enter the swap request into PCS no later than the 0700E run on the 11th day of the month (see **Section 23 E. 3.**)

c. Example 3

1) Assumption: The pilot submits a white slip for a rotation with a report of 0745 on the 18th of the month and does not desire the automated PCS system to consider next-day flying.

2) Result: If the white slip is entered into PCS prior to the 2200E run on the 16th, it will be processed by the automated PCS system. After the 2200E PCS run on the 16th, it will be processed manually under **Section 23 N. or O.**

d. Example 4

1) Assumption: The pilot submits a white slip for a rotation with a report of 0745 on the 18th of the month and desires the automated PCS system to consider next-day flying.

2) Result: If the white slip is entered into PCS prior to the 0700E run on the 17th, it will be processed by the automated PCS system (see **Section 23 E. 3.**) After the 0700E run on the 17th, it will be processed manually under **Section 23 N. or O.**

F. Pilot-to-Pilot Swap Board

1. The Company will maintain an automated system (the swap board) that permits a regular pilot to:

- a. exchange (swap) a rotation with another regular pilot, and/or
- b. allow another regular pilot to pick up a rotation from his line.

2. Swap board transactions will be processed on a first-come, first-served basis and the results will appear in DBMS upon execution.

3. A pilot who submits a swap board request is responsible for ascertaining whether his request has been granted and acknowledging his award. Crew Scheduling is not required to notify a pilot of the result of a swap board transaction.

Note: The swap board system will generate an e-mail notification to the pilot when a swap or drop transaction occurs, provided the pilot has entered a valid e-mail address.

4. Once a pilot-to-pilot swap request is executed:

- a. the added rotation will be part of the pilot's line, and
- b. the dropped rotation will no longer be a part of the pilot's line.

5. A rotation swap or drop request must indicate:

- a. the rotation to be swapped or dropped,

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- 1 b. whether the rotation is available either for swap, pick-up, or both,
- 2 c. an expiration time and date,
- 3 d. the report date(s) and the length of the rotation(s) for which the pilot is willing to
- 4 swap, and
- 5 e. whether the pilot wishes:
 - 6 1) to be contacted by the other pilot, via phone or email, before he executes the
 - 7 transaction (a "contact me first" request), or
 - 8 2) to allow another pilot to execute the swap or pick-up if it meets the specified
 - 9 criteria (a "just put through" request).
- 10 Exception: A "just put through" request will not be executed within 48 hours of
- 11 report of the rotation to be dropped or added.
- 12 6. The Company will provide an area within a swap request for a pilot to include comments
- 13 to further describe the rotation(s) for which he is willing to swap.
- 14 7. A regular pilot may execute a rotation swap or drop request via the swap board, provided:
 - 15 a. the transaction complies with the stipulations in the request,
 - 16 b. the transaction will not create, or be within one hour of creating, an FAR or PWA
 - 17 conflict,
 - 18 Exception: This one hour limitation does not apply to the pilot's block hour limit.
 - 19 c. the transaction does not conflict with any restrictive status code (e.g., MLOA, LCA,
 - 20 OE) on either pilot's line,
 - 21 d. any added rotation originates more than 7296 hours after the time of execution of the
 - 22 swap, if such pilot lacks special airport/route/theater qualification for such rotation,
 - 23 unless, at the time of execution, the rotation has already been awarded/assigned to
 - 24 another qualified pilot whose presence either qualifies or will qualify the pilot into the
 - 25 special airport or theater or on the route,
 - 26 Exception: A Captain whose request for a theater qualification remains unfulfilled
 - 27 pursuant to **Sections 11 KJ. 2. e. or KJ. 5. d.** will not be denied such rotation.
 - 28 e. any added rotation will not pair pilots who are both projected to be low-time pilots at
 - 29 the origination of the added rotation,
 - 30 f. both pilots have completed OE,
 - 31 Exception: A pilot who is converting to a B-767 category and who has not completed
 - 32 TOE may execute a swap transaction for a rotation that is not scheduled to conflict
 - 33 with his OE shadow period or his scheduled TOE and that does not contain an ocean
 - 34 crossing if he has completed the domestic portion of his OE.
 - 35 g. the transaction does not include a GS, IA, GSWC, IAWC, or recovery flying assigned
 - 36 under **Section 23 K.**
 - 37 h. the swap will not drop a rotation within 96 hours of report on which a line check or
 - 38 SAQ is scheduled, and
 - 39 j. the transaction does not add a rotation to a pilot's line that was removed from such
 - 40 pilot's line via an earlier swap board transaction unless such rotation was
 - 41 subsequently awarded to a pilot via PCS.
- 42 Note: During the PBS bid award process, a pilot may not execute a request involving a
- 43 rotation that contains any duty period, or portion thereof, that is within the last six days of
- 44 the current bid period.
- 45

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- 1 8. A rotation swap or drop request will remain active for processing until:
 - 2 a. it is executed by a pilot.
 - 3 b. two hours prior to report of the rotation to be swapped or dropped.
 - 4 c. it is withdrawn by the pilot.
 - 5 d. the rotation is no longer a part of the pilot's line.
 - 6 e. the expiration date and time have passed.
- 7 Note: When within two hours of report, a pilot may call Crew Scheduling to request
8 manual processing of a swap which will be processed, if practicable.
- 9 9. Rotation swap requests involving next bid period rotations may be posted following
10 completion of the line adjustment process.

11 G. Rotation Changes and Removal

- 12 1. Changes to the posted schedule will be shown in DBMS. The affected pilots will be
13 notified as soon as practicable.
- 14 2. The Company may remove a pilot from a rotation or portion thereof.
- 15 3. If the Company advances the scheduled departure time of the first flight segment of a
16 non-charter rotation by 15 minutes or less:
 - 17 a. a pilot assigned to such flight will not be considered to be removed or rescheduled,
 - 18 b. the Company may attempt to contact a pilot of such advancement prior to his
19 originally scheduled report,
 - 20 c. whether or not the pilot is contacted, his report (for pay, credit and duty time limit
21 purposes) will be deemed to have been advanced by the same amount of time, and
 - 22 d. a pilot who does not receive notice of such advancement will not be liable for a late
23 show.
- 24 4. The Company may alter the report, departure and arrival times, and intermediate stops of
25 charter flight segments. The pilot(s) assigned to such flight segments will not be
26 considered to be removed or rescheduled.

27 Note: The Company may:

- 28 1) alter the departure, arrival time, intermediate stops, and itinerary of a MAC. The
29 report time of a MAC may not be altered more than one hour earlier, nor more than
30 24 hours later than originally scheduled. This alteration(s) may occur more than
31 one time and the pilot(s) assigned to such MAC will not be considered to be
32 removed or rescheduled. Such pilot(s) may be entitled to lodging at his base under
33 **Section 5 E. 1. e.**
- 34 2) not schedule any non-MAC flights, other than ferry (non-revenue) flights while
35 positioning an aircraft for, or returning from, a MAC.
- 36 5. An LCP may remove a First Officer from a rotation or any portion thereof for the purpose
37 of conducting OE.
 - 38 a. If the First Officer is removed from his entire rotation, he will be guaranteed pay and
39 credit for the scheduled credit of such rotation.
 - 40 b. If the First Officer is removed after flying a portion of such rotation, he:
 - 41 1) will be guaranteed pay and credit for the greater of:
 - 42 a) the scheduled credit of such rotation, or
 - 43 b) his accumulated credit for the portion of such rotation flown.
 - 44 2) may be rerouted under **Section 23 L.**

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- 1 c. If the First Officer is removed from a portion of his rotation beginning with the first
2 flight segment, he:
3 1) will be guaranteed pay and credit for the greater of:
4 a) the scheduled credit of such rotation, or
5 b) his accumulated credit for the portion of such rotation flown.
6 2) may be assigned to:
7 a) deadhead to any portion of such rotation, or
8 b) fly any portion of such rotation.
9 d. If a First Officer is so removed from an augmented crew, the senior First Officer will
10 be afforded the option of being removed or flying the rotation, if:

- 11 1) exercising his option:
12 a) does not increase the number of deadhead segment(s) or hotel requirements
13 beyond those that existed in the original First Officer rotations, or
14 b) creates no more total additional deadhead segment(s) and hotel requirements
15 than the alternative, and
16 2) he notifies the Company of his choice at the time of the first attempted contact to
17 advise of the option.

18 Note: If the senior First Officer is unavailable for contact, he will be the First Officer
19 who is removed under **Section 23 G. 5. d.** unless he has indicated a preference in
20 DBMS to not be removed.

- 21 6. A pilot who is removed from a rotation(s) may be eligible for a guarantee under other
22 provisions of the PWA (e.g., **Section 4 E.**, **Section 4 F.**, **Section 4 H.**). A pilot will:
23 a. receive pay and credit under **Section 23 K.** for any rotation(s) that is removed during
24 the line adjustment process due to an FAR, block hour limit, or PWA conflict arising
25 from the pilot's:
26 1) reroute,
27 2) inverse assignment,
28 3) reserve assignment, or
29 4) overflying.
30 b. not receive pay and credit for any rotation(s) that is removed during the line
31 adjustment process due to an FAR, block hour limit, or PWA conflict arising from the
32 pilot having added a rotation(s) to his line during the PBS bid award process via:
33 1) his white slip, yellow slip, or green slip,
34 2) Swap with the Pot,
35 3) the Pilot-to-Pilot Swap Board, or
36 4) rotation buy.

- 37 7. A reserve pilot who is removed from a rotation(s) will not be eligible for a rotation
38 guarantee under **Section 4 F.**, and will remain on-call as scheduled.

- 39 8. The Company may modify or remove an asterisk rotation.

40 Note: If an asterisk rotation that is on a pilot's line is changed such that it is scheduled to
41 release one day after its originally scheduled release, and provided that such rotation
42 remains on such pilot's line, such pilot will receive single pay and credit for the rotation
43 as flown, plus single pay, no credit for the last duty period of the rotation.

- 44 9. Rotations will not be split during the line adjustment process.

- 45 10. A reserve pilot who is assigned a rotation that begins in one bid period and ends in the
46 next, and who is either a regular pilot, or a reserve pilot in a different category in the next

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1 bid period, will be removed from such rotation the first time he transits his base in the
2 next bid period.

3 Note one: If such pilot is a regular pilot in the second bid period, and if the rotation to
4 which he is assigned interrupts more than one scheduled day off in the second bid period,
5 he will receive in the second bid period:

6 a. if the rotation does not contain an ocean crossing, single pay and credit for the
7 rotation as flown (or the applicable pay under *Section 4 E. 2.*), plus single pay, no
8 credit for each duty period that interrupts a scheduled day off subsequent to the first
9 interrupted day off in the second bid period.

10 b. if the rotation contains an ocean crossing, single pay and credit for the rotation as
11 flown (or the applicable pay under *Section 4 E. 2.*), plus single pay, no credit for
12 each duty period that interrupts a scheduled day off subsequent to the first three
13 interrupted days off in the second bid period.

14 Note two: If such pilot is on a Special Incentive Line (SIL) under *LOA #2* in the second
15 bid period, and if the rotation to which he is assigned interrupts more than one day in the
16 second bid period, he will receive in the second bid period:

17 a. if the rotation does not contain an ocean crossing, single pay and credit for the
18 rotation as flown in addition to his SIL guarantee, plus single pay, no credit for each
19 duty period that interrupts a day subsequent to the first day in the second bid period.

20 b. if the rotation contains an ocean crossing, single pay and credit for the rotation as
21 flown in addition to his SIL guarantee, plus single pay, no credit for each duty
22 period that interrupts a day subsequent to the first three days in the second bid
23 period.

24 H. Swap With The Pot

- 25
- 26
- 27
- 28 1. The Company will maintain and operate an automated PCS system that affords a regular
29 pilot the ability to exchange a scheduled rotation(s) for open time (see **Section 23 E.**).
 - 30 2. A regular pilot may submit a swap request via PCS one day prior to the earliest scheduled
31 rotation(s) or open time affected by the request (see **Section 23 E. 3.**).
 - 32 3. A swap request will indicate (in order of preference of drop/add combinations):
 - 33 a. the scheduled rotation(s) to be dropped, and
 - 34 b. in order of preference:
 - 35 1) the specific rotation(s) on a specific date(s) to be added, and/or
 - 36 2) a rotation(s) of a specific length(s) originating on a specific date(s) to be added.
 - 37 4. A regular pilot may submit as many swap requests as he desires on any day, within the
38 limitations of the swap with the pot template.
 - 39 5. A swap request will be granted at the time of processing provided:
 - 40 a. reserve availability within the category is sufficient (as determined by application of
41 the reserves required formula under **Section 23 #V**, and indicated in DBMS),
42 Note: For purposes of a rotation that is scheduled to begin in one bid period and end
43 in another, prior to the close of line bidding for the second bid period, a day(s) within
44 such second bid period will be deemed to have sufficient reserve availability,
45 provided that such day(s) does not fall within an APD holiday period as described in
Section 23 I. §10. a. Exception.

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- 1 b. the swap will not create, or be within 30 minutes of creating, an FAR or PWA
2 conflict,
3 Exception: This 30-minute limitation does not apply to the pilot's block hour limit.
- 4 c. it does not conflict with any restrictive status code (e.g., MLOA, LCA, OE) on his
5 line,
- 6 d. the added rotation(s) originates more than 7296 hours after the time of processing, if
7 the pilot lacks special airport/route/theater qualification for such rotation(s) unless, at
8 the time of processing, the rotation has already been awarded/assigned to another
9 qualified pilot whose presence either qualifies or will qualify the pilot into the special
10 airport or theater or on the route,
11 Exception: A Captain whose request for a theater qualification remains unfulfilled
12 pursuant to **Sections 11 KJ. 2. e. or KJ. 5. d.** will not be denied such rotation.
- 13 e. the added rotation(s) will not pair pilots who are both projected to be low-time pilots
14 at the origination of the added rotation(s),
- 15 f. the pilot has completed OE,
16 Exception: A pilot who is converting to a B-767 category and who has not completed
17 TOE may be granted a swap with the pot request for a rotation that is not scheduled to
18 conflict with his OE shadow period or his scheduled TOE and that does not contain
19 an ocean crossing if he has completed the domestic portion of his OE.
- 20 g. the swap will not drop a rotation within 96 hours of report on which a line check or
21 SAQ is scheduled, and
- 22 h. the swap will not cause a pilot to exceed, or further exceed, his block hour limit.
23 Note: During the PBS bid award process, a swap involving a rotation that contains
24 any duty period, or portion thereof, that is within the last six days of the current bid
25 period will not be granted.
- 26 6. Swap requests will be processed by category, in seniority order. Captain swap requests
27 will be processed before First Officer swap requests.
- 28 7. Swap requests involving next bid period rotations will be processed on a daily basis
29 beginning on the 20th day of each month.
- 30 8. A swap request will be processed in conjunction with each PCS run (or more often, as
31 agreed to by the Director – Crew Resources and the MEC Scheduling Committee
32 Chairman).
- 33 9. PCS will not “loop back” a swap request, thereby removing a previously awarded
34 rotation before completion of an iteration. PCS will, however, conduct two iterations (or
35 more, as agreed to by the Director – Crew Resources and the MEC Scheduling
36 Committee Chairman), thereby permitting a swap with a rotation(s) that was added to
37 open time during an earlier iteration of the same PCS run.
- 38 10. A swap request will remain active for processing until:
39 a. it is granted.
40 b. the originating date of the scheduled rotation to be dropped passes.
41 c. the originating dates of all preferences for rotation(s) to be added pass.
42 d. it is withdrawn by the pilot.
43 e. the pilot's “process until date” has passed.
- 44

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I. Personal Drop

1. A pilot may, via DBMS, submit one of the following requests to drop a rotation(s) or reserve on-call day(s) that begins no earlier than the next day (see **Section 23 E.**):

- a. ~~PD, or~~
- b. IVD, or
- c. APD.

22. Next-day IVD requests will be processed (before APD requests) each day, by category, in seniority order among pilots who have submitted requests by 0700E on such day.

3. Next-day APD requests will be processed (before PD requests) each day, by category, in seniority order among pilots who have submitted requests by 0700E on such day.

34. Next-day PD requests will be processed each day, by position, in seniority order among pilots who have submitted requests by 0700E on such day.

45. A pilot may, via DBMS, submit a PD, IVD, or APD request for a beyond-next-day rotation or beyond-next-day reserve on-call day(s).

56. Beyond-next-day IVD requests will be processed (before beyond-next-day APD requests) daily in DBMS, by category, in seniority order among pilots who have submitted requests by 0700E, 1200E, 1700E, and 2200E on such day.

7. Beyond-next-day APD requests will be processed (before beyond-next-day PD requests) daily in DBMS, by category, in seniority order among pilots who have submitted requests by 0700E, 1200E, 1700E, and 2200E on such day.

68. Beyond-next-day PD requests will be processed daily in DBMS, by position, in seniority order among pilots who have submitted requests by 0700E, 1200E, 1700E, and 2200E on such day.

79. A PD request will be granted if, at the time of processing, reserve availability is sufficient (as determined by the reserves required formula under **Section 23 #V**, and as shown in DBMS).

Exception one: In a widebody category, a reserve pilot's PD request may be denied if granting the request does not maintain a minimum separation equal to the lesser of the number of days in the longest published rotation in the category or four days between the PD requested day and:

- a) X-day blocks,
- b) a training day(s),
- c) a vacation day(s),
- d) an already granted PD/IVD/APD day(s), or
- e) a day(s) of legal duty leave.

Exception two: A widebody category pilot whose category has a published MSL and whose reserve line contains a contiguous block(s) of on-call days equal to or greater than the MSL may be denied a PD request if granting the request does not maintain the minimum separation published in the bid package between the PD requested day and:

- a) X-day blocks,
- b) a training day(s),
- c) a vacation day(s),
- d) an already granted PD/IVD/APD day(s), or
- e) a day(s) of legal duty leave.

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1 Note one: The pilot may contact his Chief Pilot, who may grant a requested PD
2 notwithstanding **Section 23 I 79. Exceptions one and two.**

3 Note two: For purposes of a rotation that is scheduled to begin in one bid period and end
4 in another, prior to the close of line bidding for the second bid period, a day(s) within
5 such second bid period will be deemed to have sufficient reserve availability, provided
6 that such day(s) does not fall within an APD holiday period as described in **Section 23 I.**
7 **§10. a. Exception.**

8 **§10.** An APD request will be granted if, at the time of processing, the:

- 9 a. number of reserves available in the category is at least 25% of the number of reserves
10 required (as determined by the reserves required formula under **Section 23 IV.**, and
11 as shown in DBMS),

12 Note: For purposes of a rotation that is scheduled to begin in one bid period and end
13 in another, prior to the close of line bidding for the second bid period, a day(s) within
14 such second bid period will be deemed to have sufficient reserve availability,
15 provided that such day(s) does not fall within an APD holiday period as described in
16 **Section 23 I. §10. a. Exception.**

17 Exception: An APD request may be denied regardless of the number of reserves
18 available during the period commencing two days before and ending one day after the
19 following:

- 20 1) New Year's Day
21 2) Super Bowl Sunday
22 3) Good Friday
23 4) Easter
24 5) Memorial Day
25 6) Independence Day
26 7) Labor Day
27 8) Thanksgiving Day
28 9) Christmas Day

29 and

- 30 b. pilot has not been granted an APD since the first day of the bid period containing the
31 last anniversary of his date of hire, and
32 c. pilot has requested to drop:
33 1) a single rotation of any length,
34 2) multiple rotations totaling no more than four consecutive days,
35 3) no more than four consecutive reserve on-call days, or
36 4) a combination of rotations and reserve on-call days totaling no more than four
37 consecutive days.

38 **911.** Subject to **Section 7 I.**, an IVD request will be granted if, at the time of
39 processing, the:

- 40 a. number of reserves available in the category is at least 25% of the number of reserves
41 required (as determined by the reserves required formula under **Section 23 V.**, and as
42 shown in DBMS),

43 Note: For purposes of a rotation that is scheduled to begin in one bid period and end
44 in another, prior to the close of line bidding for the second bid period, a day(s) within
45 such second bid period will be deemed to have sufficient reserve availability,

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1 provided that such day(s) does not fall within an APD holiday period as described in
2 **Section 23 I. 10. a. Exception.**

3 Exception: An IVD request may be denied regardless of the number of reserves
4 available during an APD holiday period as described in **Section 23 I. 10. a.**
5 **Exception.**

6 b. pilot has not been granted more than four IVD days or awarded an IVD day on more
7 than two separate occurrences since the beginning of the vacation year, except as
8 provided in **Section 14 K.**

9 c. pilot has at least a sufficient number of vacation days in a vacation period in a future
10 bid period that has not been included in a bid period published in DBMS.

11 Note one: At the time of the IVD request, the pilot will identify the vacation day(s) to
12 be removed from the applicable vacation block. Such IVD(s) must include the first
13 and/or last day of an awarded block of vacation days.

14 Note two: A vacation day(s) used for an IVD will not be considered to be a known
15 absences under **Section 22 C.**

16 Note three: The vacation bank of a pilot who has been awarded an IVD(s) will be
17 debited the value of one day for each IVD awarded.

18 e. pilot has requested to drop:

19 1) a single rotation of any length,

20 2) multiple rotations totaling no more consecutive days than the number of IVDs
21 requested,

22 3) no more consecutive reserve on-call days than the number of IVDs requested, or

23 4) a combination of rotations and reserve on-call days totaling no more consecutive
24 days than the number of IVDs requested.

25 f. A pilot that has been awarded an IVD(s) will receive 3:30 (or 3:45, if applicable,
26 beginning in the 2019-2020 vacation year) pay, no credit for each IVD(s) with a
27 corresponding debit of his vacation bank.

28 12. A pilot will not be awarded a white slip, GS, GSWC, IA, IAWC, yellow slip, or swap for
29 a rotation that is scheduled to operate on a day on which IVD or APD appears on his
30 schedule.

31 ~~13.~~ A reserve pilot will not be awarded a GS, IA, or yellow slip for a rotation that is
32 scheduled to operate during a day of his PD.

33 ~~14.~~ DBMS will convert a denied PD, IVD, or APD request to a qualified personal
34 drop (QPD) request. A rotation within a QPD request will be available to be awarded via
35 a white slip or swap with the pot as if it were open time.

36 Note: If such rotation is not awarded to another pilot prior to 48 hours before its report
37 time, the pilot denied the PD, IVD, or APD will remain obligated to fly it.

38 ~~15.~~ A QPD request will be granted if the rotation(s) is awarded to another pilot via an
39 advance white slip or swap with the pot, or utilized by the Company under

40 **Section 23 I. ~~13~~16.**

41 ~~16.~~ A rotation(s) within a QPD request that remains in open time for more than 48
42 hours may be utilized by the Company for a line check, ~~OE,~~ theater or special airport
43 qualification, recency, consolidation, OE, or instructor or administrative pilot flying.
44 Such utilization will not generate a Company removal guarantee under **Section 4 E.**

45 ~~17.~~ PD ~~requests,~~ IVD, and APD requests for the next bid period will be processed on
46 a daily basis, by category in seniority order beginning on the 20th day of the month.

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1 ~~1518.~~ A pilot may, at his request, recover pay and credit for rotations and reserve on-call
2 days dropped pursuant to a PD, QPD, IVD, or APD, by utilizing:

3 a. vacation bank time, as follows:

4 1) A regular pilot will receive pay and credit for the scheduled value of rotation(s)
5 dropped.

6 2) A reserve or unassigned pilot will receive pay and credit for a reserve pro rata
7 share for each reserve on-call day dropped.

8 3) A pilot may not be paid and credited for a PD, QPD, IVD, or APD in an amount
9 in excess of his vacation bank hours.

10 b. full service bank withdrawal in an amount not to exceed the lesser of ALV plus five
11 hours or 82 hours, minus his accumulated credit for the bid period.

12 Exception: In no case will a pilot withdraw more than five hours from his bank in a
13 bid period in which the pilot flies a GS or portion thereof (see Section 12 O.N.).

14 ~~1619.~~ A pilot may contact his Chief Pilot for approval for a personal drop sick (PDS) if
15 he is unable to adjust his schedule to accommodate an appointment for a routine health
16 procedure. The Chief Pilot may require documentation of such appointment.

17 ~~1720.~~ A pilot's line guarantee under Section 4 will be reduced by the scheduled credit
18 that is dropped due to the PD, IVD, APD, QPD, or PDS.

20 J. Recovery Slip

21
22 1. A regular pilot may, via DBMS, submit a recovery slip to be awarded open time in the
23 current or next bid period, in category, in lieu of being assigned recovery flying under
24 Section 23 K. 1. if he will be in the category of the open time on the day it originates.

25 2. A pilot who has not submitted a recovery slip may be assigned recovery flying under
26 Section 23 K. 1. after the earlier of:

27 a. 24 hours after first attempted notification of his removal from his originally scheduled
28 rotation, or

29 b. 0700E two days prior to his originally scheduled report.

30 3. A pilot who is awarded a recovery slip will be released from his recovery obligation for
31 the rotation from which he was removed.

32 4. A pilot who is awarded a recovery slip will receive pay and credit for the greater of the
33 value of:

34 a. the rotation from which he was removed under Section 23 K. 1., or

35 b. the awarded rotation.

36 Note: Such pilot will not receive pay under Section 23 J. 4. if he subsequently removes
37 the awarded rotation from his line under Section 23 E. or F.

38 5. A recovery slip may stipulate specific rotations and/or specific dates, in order of
39 preference, and may also include any of the stipulations set forth in the PCS template.

40 6. Recovery slips will be processed:

41 a. automatically by the PCS system for:

42 1) beyond next day, and

43 2) next day at pilot's request (0700E run only).

44 b. manually by Crew Scheduling for:

45 1) next day (after completion of the 0700E automated PCS run on the current day),
46 and

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- 1 2) same day.
- 2 7. A recovery slip will remain active for processing until:
 - 3 a. the stipulations in the recovery slip have been met,
 - 4 b. the time frame specified by the pilot expires,
 - 5 c. the pilot withdraws the recovery slip,
 - 6 d. the pilot, at the discretion of Crew Scheduling, is assigned recovery flying under
7 **Section 23 K. 1.** after 0700E two days prior to his originally scheduled report and
8 after the otherwise active recovery slip has been processed by at least one PCS run,
 - 9 e. the pilot, at the discretion of Crew Scheduling, is assigned recovery flying under
10 **Section 23 K. 1.** after 0700E on the day prior to his originally scheduled report, or
11 f. six hours after his originally scheduled report.
- 12 8. A pilot will not be awarded a recovery slip if:
 - 13 a. he was not removed from his entire rotation under **Section 23 K. 1.**,
 - 14 b. the value of the rotation is less than 50% of the value of the rotation from which he
15 was removed under **Section 23 K. 1.**,
 - 16 c. the value of the rotation is greater than the value of the rotation from which he was
17 removed and would cause his projection to exceed the ALV plus 15 hours,
18 Exception: A pilot in a category with a limited mix of rotations, in which the lower
19 limit of the LCW has been reduced (and noted in the bid package as the reduced
20 LCW lower limit), may be awarded a recovery slip that would cause his projection to
21 exceed the ALV by the number of hours (as published in the bid package) mutually
22 agreed to by the Director – Crew Resources and the MEC Scheduling Committee
23 Chairman.
 - 24 d. the block time of the rotation would cause his total projected block time for the bid
25 period to exceed, or further exceed, his block hour limit,
 - 26 e. he is a low-time Captain and the rotation was previously awarded to a low-time First
27 Officer,
 - 28 f. he is a low-time First Officer and the rotation was previously awarded to a low-time
29 Captain,
 - 30 g. he has not completed OE,
31 Exception: A pilot who is converting to a B-767 category and who has not completed
32 TOE may be awarded a recovery slip for a rotation that is not scheduled to conflict
33 with his OE shadow period or his scheduled TOE and that does not contain an ocean
34 crossing, if he has completed the domestic portion of his OE.
 - 35 h. the rotation creates a rotation overlap and/or is within 30 minutes of creating an FAR
36 and/or PWA conflict,
37 Exception one: This 30 minute limitation does not apply to the pilot's block hour
38 limit (see **Section 12 B.**).
 - 39 i. the rotation includes a day on which **IVD or** APD appears on his schedule or a reserve
40 day on which PD appears on his schedule,
 - 41 j. the rotation does not conform with his stipulations entered under **Section 23 J. 5.**, or
42 k. the rotation is scheduled to operate during a period(s) of his absence due to sick leave.
- 43 9. Proffer/Award – A pilot who is:
 - 44 a. proffered a recovery slip for a same-day rotation may decline such proffer.
 - 45 b. awarded a recovery slip for a next-day rotation:
 - 46 1) will be notified of such award by Crew Scheduling, and

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- 1 2) is obligated to fly the rotation if he acknowledges the award.
- 2 c. awarded a recovery slip in a PCS run:
- 3 1) will not be notified of such award by Crew Scheduling, and
- 4 2) is obligated to fly the rotation whether or not he acknowledges the award.
- 5 10. Crew Scheduling may correct errors and omissions in a:
- 6 a. pre-bid period recovery slip award within 72 hours of the PCS run in which the error
- 7 or omission occurred.
- 8 b. current bid period beyond-next-day recovery slip award before the PCS run
- 9 immediately following the award.
- 10 11. A pilot who is not awarded a rotation because of an error or omission by Crew
- 11 Scheduling will receive pay and credit under **Section 23 J. 4.** and be released from his
- 12 recovery obligation as though he had been awarded the rotation he should have been
- 13 awarded (made whole).
- 14 12. A pilot will not be paid or credited for a rotation that is removed from his line under
- 15 **Section 23 J. 10.** If there was another rotation that the pilot would have been awarded in
- 16 the absence of the error or omission, the pilot will:
- 17 a. be awarded such rotation (without proffer), or
- 18 b. receive pay and credit under **Section 23 J. 4.** and be released from his recovery
- 19 obligation as though he had been awarded the rotation he should have been awarded
- 20 (made whole).

K. Rotation Guarantee Recovery

- 24 1. A regular pilot who is removed from a rotation due to IROPS affecting his rotation and is
- 25 notified of the change to such rotation before the airborne departure of its first flight
- 26 segment, will remain available and may be assigned and report for recovery flying as
- 27 follows:
- 28 a. The pilot will report at the scheduled report for his recovery flying if:
- 29 1) the removal is from his first flight segment, and
- 30 2) prior to his originally scheduled report he is:
- 31 a) notified of such removal, and
- 32 b) assigned recovery flying.
- 33 b. If the removal is from his first flight segment, and he is notified of such removal prior
- 34 to his originally scheduled report, but has not been assigned recovery flying as of
- 35 such report, the pilot:
- 36 1) will be promptly available for contact by Crew Scheduling from such report until
- 37 the earlier of:
- 38 a) six hours after such report,
- 39 b) his assignment to recovery flying, or
- 40 c) his release by Crew Scheduling from recovery obligations,
- 41 and
- 42 2) will be prepared to report promptly for his recovery flying.
- 43 c. If the removal is from his first flight segment, and he is notified of such removal after
- 44 he has reported for his original rotation, the pilot:
- 45 1) will be immediately available for contact by Crew Scheduling until the earlier of:
- 46 a) six hours after such report,

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- 1 b) his assignment to recovery flying, or
2 c) his release by Crew Scheduling from recovery obligations,
3 and
4 2) will be prepared to depart immediately on his recovery flying.
5 Note: Such pilot will be on duty from report until release.
- 6 d. A pilot described in **Section 23 K. 1. a., b., or c.** may be assigned any recovery flying
7 provided:
8 1) the assignment is made no later than six hours after the pilot's originally
9 scheduled report,
10 2) the recovery flying originates on a day of the originally scheduled rotation, and
11 3) the pilot is scheduled to be released no later than four hours from the scheduled
12 release of his original rotation.
13 Exception: A pilot may be assigned recovery flying scheduled to release no more
14 than four hours from the scheduled release of his original rotation, or the same
15 calendar day, whichever is later, provided the last duty period of the recovery
16 flying is a transoceanic duty period.
- 17 Note one: Such pilot may be entitled to lodging at his base under **Section 5 E.**
18 Note two: If such pilot is removed from his recovery flying, he may again be
19 assigned recovery flying under Section 23 K. 4. provided either the pilot's original
20 rotation or his originally assigned recovery rotation was scheduled to operate to or
21 from an airport on a day(s) such airport is covered by a publically announced waiver
22 of passenger change fees due to IROPS. Such pilot will receive:
23 1) single pay and credit for the greater of his original rotation or the rotation flown,
24 plus
25 2) single pay, no credit for the rotation flown.
26 Exception one: If the pilot's original rotation was awarded/assigned pursuant to a
27 GS or IA, such pilot will receive:
28 1) single pay and credit for his original rotation, plus
29 2) double pay, no credit for the rotation flown.
30 Exception two: If the pilot's original rotation was awarded/assigned pursuant to a
31 GSWC or IAWC, such pilot will receive:
32 1) single pay and credit for the rotation from which he was removed pursuant to
33 the GSWC or IAWC, plus
34 2) single pay and credit for the rotation from which he was removed under
35 Section 23 K., plus
36 3) double pay, no credit for the rotation flown.
- 37 e. If the removal is from a flight segment other than his first, and occurs at a station
38 other than his base, the pilot may be assigned any recovery flying provided:
39 1) he is scheduled to be released no later than four hours from the scheduled release
40 of his original rotation, and
41 2) the recovery flying starts at the station where the removal occurs.
42 Exception: If necessary to ensure a pilot's release within four hours of his originally
43 scheduled release the pilot may be assigned recovery flying starting earlier in the
44 rotation.
- 45 f. If the removal is from a flight segment other than his first, and is at his base, the pilot
46 may be assigned to deadhead to and/or fly the balance of his originally scheduled

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1 rotation. Such assignment may be made before or after the pilot receives a break-in-
2 duty at his base.

3 g. A pilot will be released from required availability under **Section 23 K. 1.** if, upon his
4 request:

5 1) he has been awarded a recovery slip under **Section 23 J.**,

6 2) Crew Scheduling agrees to release him and he waives his rotation guarantee, or

7 3) at least 24 hours prior to the original rotation report:

8 a) the number of reserves available in the category is at least 50% of the number
9 of reserves required (as determined by the reserves required formula under
10 **Section 23 W.**, and as shown in DBMS at the time of the pilot's request),
11 and

12 b) the pilot waives his rotation guarantee.

13 Exception one: If a pilot is in a duty period or training event at the time of attempted
14 contact by Crew Scheduling and such duty period or training event releases within 24
15 of the original rotation report, he may request to be released from required availability
16 within two hours of release from such duty period or training event.

17 Exception two: A pilot's request to be released from required availability may be
18 denied regardless of the number of reserves available during the period commencing
19 two days before and ending one day after the following (unless Crew Scheduling
20 agrees to release him):

21 1) New Year's Day

22 2) Super Bowl Sunday

23 3) Good Friday

24 4) Easter

25 5) Memorial Day

26 6) Independence Day

27 7) Labor Day

28 8) Thanksgiving Day

29 9) Christmas Day

30 Exception: A pilot who is removed from a rotation due to either of the following IROPS
31 will have no recovery obligation under **Section 23 K. 1.**:

32 1. FAR 60-in-168 conflict.

33 2. Cancellation or equipment substitution that occurs prior to either the close of line
34 bidding for the bid period in which the rotation is scheduled or the addition of the
35 rotation to the pilot's line under **Section 23 F., H., J., N., O., P., Q., or R.**

36 2. A pilot who is removed from a white slip, GS, GSWC, IA, or IAWC rotation will have
37 standby and recovery obligations under **Section 23 K. 1.**

38 3. If, prior to the origination of a rotation, a pilot is projected to exceed the FAR 60-in-168
39 limitation, the Company, prior to report, will remove:

40 a. a rotation(s) from his line,

41 b. him from a portion of a rotation when he passes through his base,

42 c. him from a portion of a rotation, beginning with its first flight segment, and may
43 deadhead him to fly the balance of his rotation, or

44 d. him from a portion of a rotation beginning with its last flight segment and proceeding
45 toward the first flight segment to the extent necessary to achieve compliance,
46 provided:

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1) the rotation does not pass through his base, and

2) reserve coverage is not sufficient to cover the first part of the rotation.

Note: Removal under **Section 23 K. 3. d.** should be avoided when possible, especially when it would result in deadheading the pilot home on the flight segment(s) he would otherwise have flown.

4. A regular pilot who, after departure of the first flight segment of a rotation, is removed from such rotation due to an FAR 60-in-168 conflict or is removed from such rotation at his base due to his decision to decline to fly past his FDP or duty period limit under **Section 12 D.** and who is entitled to a rotation guarantee, may be assigned to:
 - a. deadhead to, from or on any portion of such rotation, and/or
 - b. fly any portion of such rotation.
5. A regular pilot who is subject to recovery flying under **Section 23 K.** may enter his preferences for such recovery flying in the PCS template in DBMS. He will be assigned rotations based on his preferences for such flying, in seniority order, within days-of-availability groupings, unless he is the only such pilot available to fly another rotation within the same days-of-availability grouping.

L. Reroute

1. A pilot is subject to reroute as defined in **Section 23 A. 43.**

2. A regular pilot may not be rerouted:

- a. prior to the airborne departure of the first flight segment of his rotation.

Exception: A regular pilot may be rerouted prior to the airborne departure of the first flight segment of his rotation provided:

- 1) his rotation begins with a roundtrip within a single FDP that has been delayed,
- 2) the reroute is for another roundtrip within a single FDP that is scheduled to depart no earlier than his original roundtrip, and
- 3) he is returned to his original rotation following the roundtrip into which he is rerouted.

Note: A pilot who has been rerouted under **Section 23 L. 2. a. Exception** will receive:

- 1) Single pay and credit (or the applicable pay, no credit for a GS, GSWC, IA, or IAWC) for the greater of his original rotation or the rotation flown, plus
- 2) Single pay, no credit for the roundtrip into which he is rerouted.

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- 1 b. into a flight segment(s) that commences after arrival of the last flight segment of his
 2 rotation, (i.e., a tag-on flight segment) as the rotation then exists.
 3 Exception: A pilot may be rerouted into flying that was previously removed from his
 4 rotation due to a reroute. See Examples 1 and 2 below:
 5

6 Example 1:

- 7
 8 1) Assumption: An ATL-based pilot currently holds the following rotation,
 9 (either from his line or a previous reroute):
 10

A Day	B Day	C Day
ATL-MSY	LGA-ORD	MCO-ATL
MSY-ATL	ORD-CVG	
ATL-LGA	CVG-MCO	

- 11
 12 2) Result: A reroute may:
 13 a) not commence in ATL on C day.
 14

A Day	B Day	C Day (Not OK)
ATL-MSY	LGA-ORD	MCO-ATL
MSY-ATL	ORD-CVG	*ATL-SAV
ATL-LGA	CVG-MCO	*SAV-ATL

- 15
 16 b) include flying that transits ATL on C day, provided the reroute altered the
 17 last flight segment of the pilot's rotation (i.e., MCO – ATL)
 18

A Day	B Day	C Day (OK)
ATL-MSY	LGA-ORD	*MCO-DFW
MSY-ATL	ORD-CVG	*DFW-ATL
ATL-LGA	CVG-MCO	*ATL-SAV
		*SAV-ATL

19
 20

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Example 2:

1) Assumption:

a) An ATL-based pilot currently holds the following rotation, (either from his line or a previous reroute):

A Day	B Day	C Day
ATL-MSY	LGA-ORD	MCO-ATL
MSY-ATL	ORD-CVG	ATL-SAV
ATL-LGA	CVG-MCO	SAV-ATL

b) On arrival in CVG on B day, the pilot is notified of a reroute, removing the last two flight segments (ATL-SAV-ATL) from his rotation.

A Day	B Day	C Day
ATL-MSY	LGA-ORD	MCO-ATL
MSY-ATL	ORD-CVG	
ATL-LGA	CVG-MCO	

2) Result: A subsequent reroute may not commence in ATL on C day, except to return the original flight segments to his rotation.

A Day	B Day	C Day (Not OK)	C Day (OK)
ATL-MSY	LGA-ORD	MCO-ATL	MCO-ATL
MSY-ATL	ORD-CVG	*ATL-CAE	ATL-SAV
ATL-LGA	CVG-MCO	*CAE-ATL	SAV-ATL

3. A reserve pilot who is rerouted into a rotation that contains a break-in-duty at his base will be removed from such rotation upon such break-in-duty.

4. In rerouting pilots, circumstances permitting, Crew Tracking will endeavor to cause the least disruption to the smallest number of pilots and to return the rerouted pilots to their original rotation.

Note: An uncovered flight segment(s) will be placed in open time if, in doing so, the resulting rotation reports 14 or more hours from the time the flight segment(s) first became uncovered.

5. Once a rotation is placed in open time, such rotation or portion thereof will only be removed and utilized for a reroute under **Section 23 N. 2021. or O. 15.**

Exception: This provision will not apply if the open time is being returned to the rotation from which it was removed.

6. A regular pilot who is assigned a break-in-duty in base as part of a reroute will be afforded lodging under **Section 5 E.** provided he requests such lodging at the time he is notified of the reroute. The Company will reimburse a pilot for the actual reasonable expenses of lodging if Company arranged lodging is not available.

7. Crew Scheduling will make every reasonable effort to resolve any conflict between a reroute and a pilot's scheduled vacation or other hard non-fly day, provided the pilot notifies Crew Scheduling of the conflict.

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1 8. A rerouted regular pilot who is not scheduled to release within four hours of the
2 scheduled release of the last duty period of his original rotation, ~~or within the same~~
3 ~~calendar day of the last duty period of his original rotation, whichever is later,~~ (the “time
4 limitation”) will receive single pay and credit (or the applicable pay, no credit for a GS,
5 GSWC, IA, or IAWC) for the rotation as flown, plus single pay no credit for any duty
6 period(s) that extends beyond such time limitation.

7 Exception one: If such rerouted pilot is not scheduled to release at his base within such
8 time limitation due to ~~a circumstance over which the Company does not have control~~
9 ~~(e.g., pilot’s~~ origin or destination airport ~~being~~ closed, ~~or~~ weather on ~~pilot’s~~ routing,
10 ~~mechanical on pilot’s assigned aircraft)~~ he will receive only single pay and credit (or the
11 applicable pay, no credit for a GS, GSWC, IA or IAWC) for the rotation as flown.

12 Exception two: The time limitation will be ~~30~~25 hours for a pilot when rerouted into, or
13 while in, trans-oceanic operations.

14 Exception three: A rerouted pilot who is scheduled to be released at his base beyond the
15 time limitation will not be entitled to premium pay if he is again rerouted for the purpose
16 of releasing him at his base within the time limitation.

17 9. A rerouted reserve pilot who is not scheduled to release within four hours of the
18 scheduled release of the last duty period of his original rotation will receive single pay
19 and credit (or the applicable pay, no credit for a GS, GSWC, IA, or IAWC) for the
20 rotation as flown, plus single pay no credit (in addition to any other form of pay for the
21 bid period) for any duty period that extends beyond such four hour limitation and into
22 either:

23 a. an X-day, or

24 b. a regular line day-off.

25 Exception one: If such rerouted pilot is not scheduled to release at his base within such
26 four hour time limitation due to ~~a circumstance over which the Company does not have~~
27 ~~control (e.g., pilot’s~~ origin or destination airport ~~being~~ closed, ~~or~~ weather on ~~pilot’s~~
28 routing, ~~mechanical on pilot’s assigned aircraft)~~ he will receive only single pay and credit
29 (or the applicable pay, no credit for a GS, GSWC, IA, or IAWC) for the rotation as
30 flown.

31 Exception two: The time limitation will be ~~30~~25 hours for a pilot when rerouted into, or
32 while in, trans-oceanic operations.

33 Exception three: A rerouted pilot who is scheduled to be released at his base beyond the
34 time limitation will not be entitled to premium pay if he is again rerouted for the purpose
35 of releasing him at his base within the time limitation.

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- 1 10. A regular pilot will not be rerouted into more than one duty period that originates after
2 the end of his originally scheduled rotation. A reserve pilot will not be rerouted into
3 more than one ~~duty period that originates~~ calendar day after the end of his originally
4 scheduled rotation ~~and extends into either an X day or a regular line day off.~~
5 Exception: A pilot may be rerouted into more than one ~~duty period originating~~ calendar
6 day after the end of his originally scheduled rotation (“additional duty period(s)”) because of the Company’s:
7
8 a. inability to return him to his base (on-line) due to ~~a circumstance over which the~~
9 ~~Company does not have control (e.g., pilot’s~~ his origin or destination airport closed,
10 or weather on ~~pilot’s~~ his routing, ~~mechanical on pilot’s assigned aircraft).~~ Such
11 pilot:
12 1) will be returned to base, by a direct routing.
13 2) may fly or deadhead.
14 3) will be released upon arrival at his base.
15 4) will receive single pay and credit for such additional duty period(s).
16 b. decision (within the Company’s control) to cancel the pilot’s flight segment (e.g.,
17 use of his assigned aircraft on another routing), mechanical on his assigned aircraft,
18 etc.). Such pilot will:
19 1) be returned to his base, on the first available on-line or off-line scheduled flight.
20 2) be released upon arrival at his base.
21 3) receive single pay and credit plus single pay, no credit for the additional duty
22 period(s).
23 11. Crew Tracking will use:
24 a. times shown in the Company operating schedule on published city pairs regardless of
25 flight number,
26 b. reasonable flight times on unpublished city pairs, and
27 c. reasonable taxi and turn times.
28 12. A reroute must be in compliance with FAR and PWA limitations at the time the pilot is
29 notified.
30 Note: Crew Tracking will use the following times in constructing or altering rotations:
31 a. For a flight segment that has already been flown, actual block time will be used.
32 b. For a flight segment currently being flown, the block time will include known
33 delays forwarded by Flight Control to Crew Tracking.
34 c. For future flight segments, published block times will be used.
35 13. Crew Tracking and pilots will comply with the following procedures for in-flight
36 notification and acknowledgment of a reroute:
37 a. Crew Tracking will send the crew a complete revised rotation via ACARS when such
38 rotation is created.
39 b. A crew on an aircraft without an operative ACARS will be notified via radio and
40 provided the following information:
41 1) next flight segment,
42 2) total block time of the affected duty period,
43 3) total duty time of the affected duty period,
44 4) block out/block in times of all flight segments remaining to be flown in the
45 current duty period,
46 5) block out time of the first flight segment of the next duty period, and

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- 1 6) the location of a paper copy of the rerouted rotation (at the next Delta station).
2 c. A crew will be expected to acknowledge an in-flight reroute notification (via ACARS
3 or radio) promptly upon receipt. If the crew does not acknowledge an in-flight
4 reroute notification (via ACARS or radio) Crew Tracking will assume that the crew
5 has not received the reroute information. If the crew's operating duties preclude such
6 prompt acknowledgement, a crewmember will contact Crew Tracking before
7 departing the cockpit after arrival at the gate.
8 d. A crew that is unable to accept a reroute due to an FAR or PWA conflict will contact
9 the Company via ACARS or radio and so advise.
10 e. ACARS transmissions that are sent within 20 minutes of scheduled arrival time will
11 be sent without activating a chime.

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1 14. Reroute Examples:

2

3 a. Example 1.

4 1) Original Rotation

5

A Day	B Day	C Day
ATL-SAV	CVG-ATL	CVG-ATL
SAV-ATL	ATL-MIA	ATL-DFW
ATL-CVG	MIA-CVG	DFW-ATL

scheduled release @ 1400E

6

7

8 2) * Reroute

9

A Day	B Day	C Day
ATL-SAV	CVG-ATL	*CVG-DCA
SAV-ATL	ATL-MIA	*DCA-CVG
ATL-CVG	MIA-CVG	*CVG-ATL

*reroute scheduled release @ ~~2000E~~1730E

10

11 3) Result: Single pay and credit for entire rotation because release was scheduled to

12 occur within four hours of the same calendar day as originally scheduled release.

13

14 b. Example 2.

15 1) Original Rotation

16

A Day	B Day	C Day
ATL-SAV	CVG-ATL	CVG-ATL
SAV-ATL	ATL-MIA	ATL-DFW
ATL-CVG	MIA-CVG	DFW-ATL

scheduled release @ 2200E

17

18

19 2) * Reroute

20

A Day	B Day	C Day
ATL-SAV	CVG-ATL	*CVG-DCA
SAV-ATL	ATL-MIA	*DCA-CVG
ATL-CVG	MIA-CVG	*CVG-ATL

*reroute scheduled release @ 0100E

21

22 3) Result: Single pay and credit for entire rotation because release was scheduled to

23 occur within four hours of the originally scheduled release.

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c. Example 3.

1) Original Rotation

A Day	B Day	C Day
ATL-SAV	CVG-ATL	CVG-ATL
SAV-ATL	ATL-MIA	ATL-DFW
ATL-CVG	MIA-CVG	DFW-ATL

scheduled release @ 1900E

2) * Reroute

A Day	B Day	C Day
ATL-SAV	CVG-ATL	*CVG-DCA
SAV-ATL	ATL-MIA	*DCA-CVG
ATL-CVG	MIA-CVG	*CVG-ATL

*reroute scheduled release @ 0100E

3) Result: Single pay and credit for entire rotation, plus single pay, no credit for C day because release was scheduled to occur ~~on the next calendar day and the scheduled release is~~ more than four hours after the originally scheduled release.

d. Example 4.

1) Original Rotation

A Day	B Day	C Day
ATL-SAV	CVG-ATL	CVG-ATL
SAV-ATL	ATL-MIA	ATL-DFW
ATL-CVG	MIA-CVG	DFW-ATL

scheduled release @ 1900E

2) * Reroute

A Day	B Day	C Day
ATL-SAV	CVG-ATL	*CVG-DCA
SAV-ATL	ATL-MIA	*DCA-CVG
ATL-CVG	MIA-CVG	*CVG-ATL

* reroute scheduled release @ 2200E
actual release due to creeping delay @ 0100E

3) Result: Single pay and credit for entire rotation because reroute was scheduled to release within four hours of originally scheduled release.

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e. Example 5.

1) Original Rotation

A Day	B Day	C Day
ATL-SAV	CVG-ATL	CVG-ATL
SAV-ATL	ATL-MIA	ATL-DFW
ATL-CVG	MIA-CVG	DFW-ATL

scheduled release @ 1900E

2) *Reroute

A Day	B Day	C Day	*D Day
ATL-SAV	CVG-ATL	CVG-ATL	*MSY-ATL
SAV-ATL	ATL-MIA	ATL-DFW	
ATL-CVG	MIA-CVG	*DFW-MSY	
		*MSY-ATL	
		*ATL-MSY	

3) Result: Single pay and credit for entire rotation, plus single pay, no credit for C and D days because release was scheduled to occur ~~on the next calendar day and the scheduled release is~~ more than four hours after the originally scheduled release.

f. Example 6.

1) Original Rotation

A Day	B Day	C Day
ATL-SAV	CVG-ATL	CVG-ATL
SAV-ATL	ATL-MIA	ATL-DFW
ATL-CVG	MIA-CVG	DFW-ATL

scheduled release @ 1900E

2) *Reroute

A Day	B Day	C Day	*D Day
ATL-SAV	CVG-ATL	CVG-ATL	*DFW-ATL
SAV-ATL	ATL-MIA	ATL-DFW	
ATL-CVG	MIA-CVG	xDFW-ATL	

DFW-ATL flight segment on C day canceled due to weather in ATL, causing reroute into D day.

3) Result: Single pay and credit for entire rotation because scheduled release time is beyond due to weather on the control of the Company pilot's route.

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- 1 g. Example 7.
 2 1) Original Rotation
 3

A Day	B Day	C Day
ATL-SAV	CVG-ATL	CVG-ATL
SAV-ATL	ATL-MIA	ATL-DFW
ATL-CVG	MIA-CVG	DFW-ATL

4 scheduled release @ 1900E
 5

- 6 2) *Reroute
 7

A Day	B Day	C Day	*D Day
ATL-SAV	CVG-ATL	CVG-ATL	*DFW-ATL
SAV-ATL	ATL-MIA	ATL-DFW	
ATL-CVG	MIA-CVG	<i>xDFW-ATL</i>	

8 DFW-ATL flight segment on C day canceled due to
 9 ~~Company decision to use mechanical on~~ pilot's aircraft-
 10 ~~on a different route~~, causing reroute into D day.

- 11 3) Result: Single pay and credit for entire rotation, plus single pay no credit for C and D days
 12 because scheduled release is beyond the time limitation and ~~within the control of the~~
 13 ~~Company not due to airport closure or weather along the pilot's route.~~

Section 23 - Scheduling

1 h. Example 8.

2 1) Original Rotation

3

A Day	B Day	C Day
ATL-SAV	CVG-ATL	CVG-ATL
SAV-ATL	ATL-MIA	ATL-DFW
ATL-CVG	MIA-CVG	DFW-ATL

scheduled release @ 1400E

4

5

6

7

2) *Reroute

A Day	B Day	C Day (OK)	C Day (NOT OK)
ATL-SAV	CVG-MIA	CVG-ATL	CVG-ATL
SAV-ATL	MIA-LGA	*ATL-SDF	ATL-DFW
ATL-CVG	LGA-CVG	*SDF-ATL	DFW-ATL
			*ATL-SAV
			*SAV-ATL

*reroute scheduled release @ ~~1830E~~1730E

8

9

3) Result: Single pay and credit for entire rotation because release scheduled to occur within four hours after the ~~same calendar day as~~ originally scheduled release.

10

11

12

Notes:

13

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22

- a) The column labeled “C day (OK)” shows a routing that is permissible under the PWA because the reroute deleted the last flight segment of the rotation that the pilot held (i.e., DFW-ATL).
- b) The column labeled “C day (NOT OK)” shows a routing that would be in violation of the PWA because the reroute:
 - i. did not change the last flight segment of the rotation the pilot held (i.e., DFW-ATL), and
 - ii. would have added tag-on flight segments that commenced after arrival of the last flight segment of the rotation that the pilot held.

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- 1 i. Example 9.
 2 1) Original Rotation
 3

A Day	B Day
ATL-SAV	CVG-ATL
SAV-ATL	ATL-MIA
ATL-CVG	MIA-ATL

4 scheduled release @ 1400E

- 5
 6 2) * Reroute
 7

A Day	B Day	C Day	D Day
ATL-SAV	CVG-ATL	*DFW-PHX	*PHX-ATL
SAV-ATL	ATL-MIA	x*PHX-ATL	
ATL-CVG	*MIA-DFW		

8 *PHX-ATL flight segment on C day canceled due to
 9 ~~mechanical on pilot's aircraft in PHX.~~
 10 ~~No other on-line flight to return pilot to ATL on C-~~
 11 ~~day PHX closed~~, causing a 2nd reroute into D day.

- 12 3) Result: Single pay and credit for the entire rotation, plus single pay no credit for
 13 B and C days because original reroute was not scheduled to release within the
 14 time limitation.

15 Notes:

- 16 a) A reroute premium does not apply to D day because the pilot's departure from
 17 PHX was delayed due to ~~circumstances beyond the control of the~~
 18 ~~Company~~ pilot's departure airport closed.
 19 b) On D day, the pilot may:
 20 i. fly or deadhead to ATL on a direct routing, and
 21 ii. not pass through ATL.
 22

Section 23 - Scheduling

- 1 j. Example 10.
 2 1) Original Rotation
 3

A Day	B Day
ATL-SAV	CVG-ATL
SAV-ATL	ATL-MIA
ATL-CVG	MIA-ATL

4 scheduled release @ 1400E

- 5 2) * Reroute
 6

A Day	B Day	C Day	D Day
ATL-SAV	CVG-ATL	*DFW-PHX	*PHX-ATL
SAV-ATL	ATL-MIA	x*PHX-ATL	
ATL-CVG	*MIA-DFW		

7 *PHX-ATL flight segment on C day canceled due to
 8 ~~Company decision to use mechanical on~~ pilot's aircraft-
 9 ~~on a different route~~, no on-line or off-line flight to return
 10 pilot to ATL on C day causing 2nd reroute into D day.
 11

- 12 3) Result: Single pay and credit for the entire rotation, plus single pay no credit for
 13 B, C, and D days because release was not scheduled to occur within the time
 14 limitation.

15 Notes:

- 16 a) A reroute premium applies to D day because this duty period was not caused by
 17 the Company's inability to return the pilot to base as originally rerouted.
 18 b) On D day, the pilot:
 19 i. will be returned to ATL on the first available on-line or off-line scheduled
 20 flight,
 21 ii. may fly or deadhead, and
 22 iii. may not pass through ATL.
 23

24 M. Rotation Coverage Sequence
 25

- 26 1. Beyond-next-day open time will be awarded to pilots submitting swap requests and white
 27 slips under **Section 23 H.** and **P.**
 28 2. Same-day open time will be sequenced for award/assignment as it becomes known to
 29 Crew Scheduling.
 30 3. Next-day open time, will be awarded/assigned each day during the period 0800 through
 31 2400 (pilot's base time).

32 Exception one: Rotations with a report time between 0000 and 0400 or a MED
 33 designator in Open Time will be covered on the second day prior to the rotation (e.g., a
 34 MED rotation that departs at 1600 on the 5th will be covered under **Section 23 N.** between
 35 0800 and 2400 on the 3rd). MED rotations and rotations with a report time between 0000
 36 and 0400 that appear in open time the day prior to departure will be processed
 37 immediately.
 38

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1 4. Exception two: A MAC rotation that begins with an off-line deadhead may be
2 covered up to three days prior to the rotation so long as the rotation has been
3 designated available for at least four PCS runs. If the rotation becomes available with less
4 than four scheduled PCS runs prior to its report time the rotation will be
5 awarded/assigned in accordance with **Section 23 M. 2. or 3.**, as applicable.

6 4. A rotation that:

7 a. has been awarded to a pilot who has not completed OE, or to an LCP, and is
8 unassigned to any other pilot may be removed from open time at any time ~~on or~~ after
9 the 25th adjusted lines are made available for viewing in DBMS. Such rotation will be
10 immediately returned to open time if the pilot who has not completed OE or the LCP,
11 as applicable, is no longer assigned the rotation.

12 b. is unassigned to any pilot and, in the opinion of month prior to the bid period in
13 which the rotation is scheduled to operate, the Company, is suitable for conducting
14 OE may be removed from open time at any time after adjusted lines are made
15 available for viewing in DBMS. Such rotation will be immediately returned to open
16 time if no LCP has been assigned the rotation by 2359E on the second full business
17 day following its removal from open time (e.g., a rotation removed at 1200E on
18 Tuesday would be returned no later than 2359E on Thursday).

19 c. A rotation that has been designated for a line check may be removed from open time
20 immediately prior to rotation coverage under **Section 23 N. or O.**

21 Exception Note: A rotation that has been removed from and subsequently returned to
22 open time under **Section 23 M. 4. a. or b.** may not be removed a second time from open
23 time under **Section 23 M. 4. a. or b.** until at least five PCS runs have been processed
24 following its return.

25 Exception one: Only rotations that were published in the applicable category's bid
26 package may be removed from open time under **Section 23 M. 4. a. or b.**

27 Exception two: Not more than 15% of the available hours in open time or one rotation,
28 whichever is greater, in a category may be removed under **Section 23 M. 4. a. and b.**
29 prior to the first pre-month PCS run or between any two PCS runs.

30 Exception three: A rotation(s) contained within a QPD request that remains in open time
31 for more than 48 hours may be utilized by the Company for a line check, OE, ~~theater or~~
32 special airport qualification, recency, consolidation, or instructor or administrative pilot
33 flying under **Section 23 I. 13.**

34
35 Example: After adjusted lines for a category are made available for viewing in DBMS,
36 there remain 1,000 hours of pay and credit in open time in such category, of which 250
37 hours are on rotations that were (1) awarded to a pilot who has not completed OE, or to
38 an LCP, and unassigned to any other pilot, or (2) not awarded to any pilot and, in the
39 opinion of the Company, suitable for conducting OE. The Company may remove up to
40 150 hours of pay and credit of such rotations from open time prior to the first pre-month
41 PCS run (0700E on the 20th of the prior month).

42
43 After the first pre-month PCS run (0700E on the 20th of the prior month) is complete,
44 there remain 500 hours of pay and credit in open time in such category, of which 150
45 hours are on rotations that were (1) awarded to a pilot who has not completed OE, or to
46 an LCP, and unassigned to any other pilot, or (2) not awarded to any pilot and, in the

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opinion of the Company, suitable for conducting OE. The Company may remove up to 75 hours of pay and credit of such rotations from open time prior to the next PCS run (1200E on the 20th of the prior month).

5. Open time with a scheduled report of:
 - a. 12 hours or more after award/assignment will be covered under **Section 23 N.**
 - b. less than 12 hours after award/assignment will be covered under **Section 23 O.**
6. When awarding/assigning open time to reserve pilots under:
 - a. **Section 23 N.**, Crew Scheduling will attempt to cover rotations in order of their lengths (longest rotation covered first).
 - b. **Section 23 N.** or **O.**, Crew Scheduling will use a pilot's projected status at the time of report for the rotation being covered to determine whether he is considered to be a long call or short call pilot.
7. A Crew Scheduler may deviate from the sequences under **Section 23 N.** or **O.** when, in his judgment, it is necessary to do so in order to maintain schedule integrity. In such event, the pilot who would otherwise have been awarded/assigned the rotation will receive pay and credit (or if applicable, single pay, no credit) for the scheduled value of the rotation.
8. A pilot will not be awarded/assigned consecutive different direction (i.e., Europe/Pacific/South America) ocean crossing flights without a break-in-duty at his base of at least 24 hours. In addition, the Company will avoid such different direction assignments to a reserve who has had a break-in-duty at his base of less than 48 hours, provided another reserve is available under **Section 23 N.** or **O.** to perform the assignment without premium pay.
9. A regular or reserve pilot may not be awarded/assigned flying in a position he does not currently hold.
10. A reserve pilot who has flown a rotation that ends with a duty period that operates during his WOCL will not be assigned a rotation with a report on the same calendar day as his duty period ended, provided another reserve within the same days of availability grouping is available under **Section 23 N.** or **O.** to perform the assignment without premium pay.

N. Open Time Award/Assignment Sequence for Rotations Reporting 12 or More Hours After Initial Attempt to Contact Pilot (Long Notice Ladder)

1. Pilots who have submitted recovery slips under **Section 23 J.** (in category, in seniority order) or who are subject to recovery flying under **Section 23 K. 1.**
Note one: Recovery slips for same-day open time will be awarded by proffer.
Note two: A pilot whose original rotation was not a MED rotation will not be assigned recovery flying to a MED less than 24 hours prior to report time of the MED rotation without his consent.
2. Regular pilots who have submitted white slips (in category, in seniority order)
Note: White slips for same-day open time will be awarded by proffer.
Exception: A local council officer who drops a rotation to conduct a monthly council meeting will be given first priority to white slip open time during that bid period in order to recover such dropped rotations (see **Section 24 J. 8.**).

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- 1 3. Long call reserve pilots (in category, within RUO)
- 2 4. Short call reserve pilots (in category, within RUO)
- 3 5. Reserve pilots who are on an X-day or long call reserve pilots for whom the award would
- 4 interrupt their X-day(s) and who have submitted a yellow slip (in category, within RUO)
- 5 6. Out-of-base regular pilots who have submitted white slips (in seniority order)
- 6 Note: White slips for same-day open time will be awarded by proffer.
- 7 7. Out-of-base long call reserve pilots (by base, within RUO)
- 8 8. Out-of-base short call reserve pilots (by base, within RUO)
- 9 99. Out-of-base long call reserve pilots (including those for whom the award would interrupt
- 10 their X-day(s)), and reserve pilots who are on an X-day, who have submitted yellow slips
- 11 (provided FAR reserve rest requirements have been met, by base, within RUO)
- 12 10. Long call reserve pilots for whom the assignment would extend into their regular line
- 13 day(s)-off (in category, within least intrusion groupings, by RAW value)
- 14 ~~10~~11. Short call reserve pilots for whom the assignment would extend into their regular
- 15 line day(s)-off (in category, within least intrusion groupings, by RAW value)
- 16 ~~11~~12. Out-of-base long call reserve pilots for whom the assignment would extend into
- 17 their regular line day(s)-off (by base, within least intrusion groupings, by RAW value)
- 18 ~~12~~13. Out-of-base short call reserve pilots for whom the assignment would extend into
- 19 their regular line day(s)-off (by base, within least intrusion groupings, by RAW value)
- 20 ~~13~~14. Long call reserve pilots for whom the assignment would create a conflict with
- 21 their regular line rotation(s) (in category, within least disruption groupings, by RAW
- 22 value)
- 23 ~~14~~15. Short call reserve pilots for whom the assignment would create a conflict with
- 24 their regular line rotation(s) (in category, within least disruption groupings, by RAW
- 25 value)
- 26 ~~15~~16. Out-of-base long call reserve pilots for whom the assignment would create a
- 27 conflict with their regular line rotation(s) (within least disruption groupings, by RAW
- 28 value)
- 29 ~~16~~17. Out-of-base short call reserve pilots for whom the assignment would create a
- 30 conflict with their regular line rotation(s) (within least disruption groupings, by RAW
- 31 value)
- 32 ~~17~~18. Pilots who have submitted GSs (in category, in seniority order)
- 33 ~~18~~19. Instructors who have submitted GSs without conflict under **Section 11 C. 1. c. 2)**
- 34 (in seniority order)
- 35 Note: Instructors who can hold First Officer, but cannot hold Captain, on the aircraft
- 36 model on which they instruct, will be afforded priority over instructors who can hold
- 37 Captain on such aircraft model, for the purpose of GS awards for flying as First Officer.
- 38 ~~19~~20. Out-of-base pilots who have submitted GSs (in seniority order)
- 39 ~~20~~21. Pilots who are currently flying and would be re-routed
- 40 ~~21~~22. Long call reserve pilots whose X-day(s) would be interrupted (in category, in
- 41 inverse seniority order)
- 42 ~~22~~23. Short call reserve pilots whose X-day(s) would be interrupted (in category, in
- 43 inverse seniority order)
- 44 ~~23~~24. Reserve pilots on X-day(s) who can be assigned without conflict (in category, in
- 45 inverse seniority order)

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- 1 ~~24~~25. Regular pilots who can be assigned without conflict (in category, in inverse
- 2 seniority order)
- 3 ~~25~~26. Reserve pilots on X-day(s) who can be assigned with conflict (in category, in
- 4 inverse seniority order)
- 5 ~~26~~27. Regular pilots who have submitted GSWCs (in category, in seniority order)
- 6 ~~28.~~ ~~27~~ Out-of-base pilots who have submitted GSWCs (in seniority order)
- 7 ~~29.~~ Regular pilots who can be assigned with conflict (in category, in inverse seniority order)
- 8 ~~30~~28. ~~Reserved.~~
- 9 ~~29.~~ Available qualified pilots (in position, in inverse seniority order)

O. Open Time Award/Assignment Sequence for Rotations Reporting Less Than 12 Hours After Initial Attempt to Contact Pilot (Short Notice Ladder)

- 14 1. Pilots who have submitted recovery slips under **Section 23 J.** (by proffer, in category, in
- 15 seniority order) or who are subject to recovery flying under **Section 23 K. 1.**
- 16 Note: A pilot whose original rotation was not a MED rotation will not be assigned
- 17 recovery flying to a MED less than 24 hours prior to report time of the MED rotation
- 18 without his consent.
- 19 2. Regular pilots who have submitted white slips (by proffer, in category, in seniority order)
- 20 Exception: A local council officer who drops a rotation to conduct a monthly council
- 21 meeting will be given first priority to white slip open time during that bid period in order
- 22 to recover such dropped rotations. (See **Section 24 J. 8.**)
- 23 3. Long call reserve pilots (including those for whom the award would interrupt their X-
- 24 days(s)), and reserve pilots who are on an X-day who have submitted yellow slips
- 25 (provided FAR reserve rest requirements have been met, in category, within RUO)
- 26 4. Out-of-base regular pilots who have submitted white slips (by proffer, in seniority order)
- 27 5. Short call reserve pilots (in category, within RUO)
- 28 6. Out-of-base long call reserve pilots (including those for whom the award would interrupt
- 29 their X-day(s)), and reserve pilots who are on an X-day, who have submitted yellow slips
- 30 (provided FAR reserve rest requirements have been met, by base, within RUO)
- 31 7. Out-of-base short call reserve pilots (by base, within RUO)
- 32 8. Short call reserve pilots for whom the assignment would extend into their regular line
- 33 day(s)-off (in category, within least intrusion groupings, by RAW value)
- 34 9. Out-of base short call reserve pilots for whom the assignment would extend into their
- 35 regular line day(s)-off (in category, within least disruption groupings, by RAW value)
- 36 10. Short call reserve pilots for whom the assignment would create a conflict with their
- 37 regular line rotation(s) (in category, within least disruption groupings, by RAW value)
- 38 11. Out-of base short call reserve pilots for whom the assignment would create a conflict
- 39 with their regular line rotation(s) (in category, within least disruption groupings, by RAW
- 40 value)
- 41 12. Pilots (including long call reserve pilots whose rotation would report within 12 hours of
- 42 initial attempt to contact) who have submitted GSs (in category, in seniority order)
- 43 13. Instructors who have submitted GSs under **Section 11 C. 1. c. 2)** (in seniority order)
- 44 Note: Instructors who can hold First Officer, but cannot hold Captain, on the aircraft
- 45 model on which they instruct, will be afforded priority over instructors who can hold
- 46 Captain on such aircraft model, for the purpose of GS awards for flying as First Officer.

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- 1 14. Out-of-base pilots who have submitted GSs (in seniority order)
- 2 15. Pilots who are currently flying and would be re-routed
- 3 16. Long call reserve pilots whose rotation would report within 12 hours of initial attempt to
- 4 contact (by proffer, in category, in inverse seniority order)
- 5 17. Short call reserve pilots whose X-day(s) would be interrupted (in category, in inverse
- 6 seniority order)
- 7 18. Long call reserve pilots whose rotation would report within 12 hours of initial attempt to
- 8 contact and whose X-day(s) would be interrupted (by proffer, in category, in inverse
- 9 seniority order)
- 10 19. Reserve pilots on X-day(s) who can be assigned without conflict (in category, in inverse
- 11 seniority order)
- 12 20. Regular pilots who can be assigned without conflict (in category, in inverse seniority
- 13 order)
- 14 21. Reserve pilots on X-day(s) who can be assigned with conflict (in category, in inverse
- 15 seniority order)
- 16 22. Regular pilots who have submitted GSWCs (in category, in seniority order)
- 17 23. Out-of-base pilots who have submitted GSWCs (in seniority order)
- 18 24. Regular pilots who can be assigned with conflict (in category, in inverse seniority order)
- 19 ~~25. Reserved.~~
- 20 ~~26.~~ Available qualified pilots (in position, in inverse seniority order)
- 21 Note: Crew Scheduling may at its discretion bypass a short call pilot for assignment to flying
- 22 if the assignment would cause him to be released within two hours of a required rest period.
- 23

P. White Slips

- 24
- 25
- 26 1. A regular pilot may, via DBMS, submit a white slip for open time:
 - 27 a. in category, in the current or next bid period, if he will be in the category of the open
 - 28 time on the day it originates, and
 - 29 b. in a different category (i.e., out-of-base) for same-day/next-day open time, if he will
 - 30 be in the position of the open time on the day it originates.
- 31 2. A white slip may stipulate specific rotations and/or specific dates, in order of preference
- 32 and may also include any of the stipulations set forth in the PCS template.
- 33 ~~3. Reserved.~~
- 34 4. White slips will be processed under **Section 23 E.**, **N.**, or **O.**, subject to the following:
 - 35 a. Open time awards under **Section 23 N.** or **O.** will be based on the Trip Coverage
 - 36 Report (TC) generated for such awards no earlier than 30 minutes prior to the
 - 37 commencement of the award process.
 - 38 b. White slips for beyond-next-day open time will be processed during each PCS run. A
 - 39 rotation award will be placed on a pilot's schedule. (See **Section 23 E.**)
 - 40 c. A pilot will not be awarded a white slip for ~~same-day/next-day~~ open time within 96
 - 41 hours of report that includes special airport/route/theater qualifications for which he is
 - 42 not qualified unless, at the time of the award, the rotation has already been
 - 43 awarded/assigned to another qualified pilot whose presence either qualifies or will
 - 44 qualify the pilot into the special airport or theater or on the route.
 - 45 Exception: A Captain whose request for a theater qualification remains unfulfilled
 - 46 pursuant to **Sections 11 KJ. 2. e.** or **KJ. 5. d.** will not be denied such white slip.

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1 d. A pilot will not be awarded a white slip for a rotation that originates in the current bid
2 period that would create an FAR and/or PWA conflict with a rotation previously
3 awarded/assigned in the current bid period, (i.e., no loop-back to undo a previously
4 awarded/assigned rotation).

5 ~~5. Reserved.~~

6 ~~6e. A pilot will not be awarded a white slip if the rotation is within 30 minutes of creating~~
7 ~~an FAR conflict on the pilot's line including a rotation(s) that the pilot missed or will~~
8 ~~miss due to sick leave.~~

9 ~~Exception one: A pilot who has utilized sick leave will be considered, in seniority~~
10 ~~order, for a white slip, excluding the scheduled flight and flight duty period time for~~
11 ~~such sick leave rotation(s), after all pilots that are not subject to **Section 23 P. 3. e.**~~

12 ~~Exception two: This provision will not apply to a pilot who adds a rotation(s) under~~
13 ~~the fly back provisions in **Section 14 E. 2.**~~

14
15 ~~Example one: A pilot misses a rotation (1-4) due to sick leave. On the 19th, the pilot~~
16 ~~submits a white slip for a rotation (20-22). His request will be processed in seniority~~
17 ~~order utilizing the scheduled flight and flight duty period time from the rotation~~
18 ~~missed due to sick leave (1-4) and any other rotation(s) missed due to sick leave. If~~
19 ~~the addition of the rotation (20-22) is within 30 minutes of creating a FAR conflict on~~
20 ~~the pilot's line, the pilot will not be awarded the rotation (20-22). If the rotation (20-~~
21 ~~22) has not been awarded after processing all submitted white slips, the pilot's white~~
22 ~~slip will be considered without utilizing the flight and flight duty period time from the~~
23 ~~sick leave rotation(s).~~

24
25 ~~Example two: A pilot misses two rotations (1-4 and 15-18) due to sick leave. On the~~
26 ~~16th, the pilot calls in well beginning on the 17th. He subsequently submits a white~~
27 ~~slip for a rotation (18-19) under **Section 14 E. 2. b.** The pilot's white slip will be~~
28 ~~processed in seniority order utilizing the scheduled flight and flight duty period time~~
29 ~~from the first rotation missed due to sick leave (1-4) but without considering the flight~~
30 ~~and flight duty period time from the sick leave rotation (15-18). If the rotation (18-~~
31 ~~19) has not been awarded after processing all submitted white slips, the pilot's white~~
32 ~~slip will be considered without utilizing the flight and flight duty period time from the~~
33 ~~sick leave rotations (1-4).~~

34
35 ~~Example three: A pilot advises the Company of known sick leave (1-15) prior to~~
36 ~~bidding for that bid period. He is awarded two rotations (2-5 and 10-12) within his~~
37 ~~sick leave shadow period. On the 16th, the pilot submits a white slip for a rotation~~
38 ~~(17-20). His white slip request will be processed in seniority order utilizing the~~
39 ~~scheduled flight and flight duty period time for the rotations (2-5 and 10-12). If the~~
40 ~~rotation (17-20) has not been awarded after processing all submitted white slips, the~~
41 ~~pilot's white slip will be considered without utilizing the flight and flight duty period~~
42 ~~time from the sick leave rotations (2-5 and 10-12).~~

43
44 4. A white slip will remain active for processing until:
45 a. the stipulations in the white slip have been met,
46 b. the time frame specified by the pilot expires, or

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1 c. the pilot withdraws the white slip.

2 **75.** A pilot will not be awarded a white slip if:

3 a. the credit of the rotation would cause his projection to exceed, or further exceed, the
4 ALV plus 15 hours,

5 Exception: A pilot in a category with a limited mix of rotations, in which the lower
6 limit of the LCW has been reduced (and noted in the bid package as the reduced
7 LCW lower limit), may be awarded a white slip that would cause his projection to
8 exceed the ALV by the number of hours (as published in the bid package) mutually
9 agreed to by the Director – Crew Resources and the MEC Scheduling Committee
10 Chairman.

11 b. the block time of the rotation would cause his total projected block time for the bid
12 period to exceed, or further exceed, his block hour limit,

13 c. he is a low-time Captain and the rotation was previously awarded to a low-time First
14 Officer,

15 d. he is a low-time First Officer and the rotation was previously awarded to a low-time
16 Captain,

17 e. he has not completed OE,

18 Exception: A pilot who is converting to a B-767 category and who has not completed
19 TOE may be awarded a white slip for a rotation that is not scheduled to conflict with
20 his OE shadow period or his scheduled TOE and that does not contain an ocean
21 crossing if he has completed the domestic portion of his OE.

22 f. the rotation creates a rotation overlap and/or is within 30 minutes of creating an FAR
23 and/or PWA conflict,

24 Exception one: This 30-minute limitation does not apply to the pilot's block hour
25 limit (see **Section 12 B.**).

26 Exception two: A pilot may be awarded a white slip in the current bid period that
27 will create an FAR and/or PWA conflict with a rotation in the next bid period. The
28 conflicting rotation in the next bid period will be removed from the pilot's line. The
29 pilot's projection/line guarantee will be reduced by the credit of the removed rotation.

30 g. the open time includes a day on which **IVD or APD** appears on his schedule or a
31 reserve day on which PD appears on his schedule,

32 h. the rotation does not conform with his stipulations entered under **Section 23 P. 2.**, or

33 i. the open time is scheduled to operate during a period(s) of his absence due to sick
34 leave.

35 **86.** An out-of-base pilot will:

36 a. receive pay, credit and per diem for the white slip rotation(s) beginning at his report
37 for the rotation at the base at which the rotation originates and ending at his release at
38 such base.

39 b. not be reimbursed for transportation, lodging, and per diem before his report to and
40 after his release from the white slip rotation(s).

41 c. not be awarded a white slip for open time that includes special airport/route/theater
42 qualifications or an aircraft model for which he is not qualified unless, at the time of
43 the award, the rotation has already been awarded/assigned to another qualified pilot
44 whose presence either qualifies or will qualify the pilot into the special airport or
45 theater or on the route.

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- 1 Exception: A Captain whose request for a theater qualification remains unfulfilled
2 pursuant to **Sections 11 ~~KJ~~ 2. e. or ~~KJ~~ 5. d.** will not be denied such white slip.
3 d. be required to be available at the base where the rotation was scheduled to originate
4 in order to satisfy his recovery obligations under **Section 23 K.**
5 e. be considered to be based, for reroute purposes, at the base where the rotation was
6 scheduled to originate.

7 **97.** Out-of-base white slips will only be considered for same-day/next-day open time.

8 **108.** Proffer/Award - A pilot who is:

- 9 a. proffered a white slip for a same-day rotation may decline such proffer.
10 b. awarded a white slip for a next-day rotation under **Section 23 N.:**
11 1) will be notified of such award by Crew Scheduling, and
12 2) is obligated to fly the rotation(s) if he acknowledges the award.
13 c. awarded a white slip in a PCS run (beyond-next-day rotation):
14 1) will not be notified of such award by Crew Scheduling, and
15 2) is obligated to fly the rotation whether or not he acknowledges the award.

16 Note: A pilot who is awarded a white slip under **Section 23 N.** while he is on a duty,
17 FTD, or simulator period, and who has indicated in his white slip request under **Section**
18 **23 E. 4. b.** his willingness to automatically acknowledge such an award, is obligated to
19 fly the rotation.

20 **119.** When awarding a white slip for a same-day or next-day rotation, the Company
21 will:

- 22 a. attempt to contact the pilot using at least two telephone numbers listed in DBMS,
23 b. allow a pilot in a non-time critical assignment (i.e., a rotation that is scheduled to
24 depart three hours or more after attempted contact) no less than ten minutes to
25 respond from the first attempted contact, and
26 c. afford the pilot accepting the award the reporting time ability of a short call reserve
27 pilot.

28 Note: A pilot who cannot be contacted or who declines a proffered award will be
29 bypassed without pay protection. However, a pilot who is on a duty, FTD, or simulator
30 period when Crew Scheduling attempts to notify him of a white slip award under **Section**
31 **23 N.**, and who has indicated in his white slip request under **Section 23 E. 4. b.** his
32 willingness to automatically acknowledge such an award, will not be bypassed.

33 **1210.** A rotation will be removed from a reserve pilot's line and awarded to a regular
34 pilot who has submitted a white slip for such rotation if:

- 35 a. the regular pilot was removed from another rotation or portion thereof, after the white
36 slip rotation was awarded/assigned to the reserve pilot,
37 b. such removal created the regular pilot's availability for the white slip rotation(s), and
38 c. the regular pilot notifies Crew Scheduling of his availability for such rotation(s).

39 Exception: A rotation will not be removed from a reserve pilot's line for the purpose of
40 awarding it to the regular pilot described above:

- 41 1) within 12 hours of the report of such rotation, unless the reserve pilot consents, or
42 2) if such rotation has been assigned to a reserve under **Section 23 S. 1715. c.** (reserve
43 line check).
44

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- 1 ~~1311.~~ Crew Scheduling may correct errors and omissions in a:
- 2 a. pre-bid period white slip award(s) within 72 hours of the PCS run in which the error
- 3 or omission occurred.
- 4 b. same-day or next-day white slip award(s) within the period ending two hours prior to
- 5 report.
- 6 c. current bid period beyond-next-day white slip award(s) before the PCS run
- 7 immediately following the award.
- 8 ~~1412.~~ A pilot who is not awarded a rotation because of an error or omission by Crew
- 9 Scheduling will receive pay and credit for no less than the rotation he should have been
- 10 awarded (made whole).
- 11 ~~1513.~~ A pilot will not be paid or credited for a rotation that is removed from his line
- 12 under **Section 23 P. ~~1311.~~** If there was another rotation that the pilot would have been
- 13 awarded in the absence of the error or omission, the pilot will:
- 14 a. be awarded such rotation (without proffer), or
- 15 b. receive pay and credit for no less than the rotation he should have been awarded
- 16 (made whole).
- 17

18 Q. Green Slips (GS) and Green Slips with Conflict (GSWC)

19

- 20 1. A regular or reserve pilot may, via DBMS, submit a GS for same-day/next-day open time
- 21 if he will be in the position of the open time on the day it originates.
- 22 2. While he is assigned to active duty in the Training Department, an SLI will be eligible to
- 23 submit and be awarded a GS to fly as:
- 24 a. Captain in a category that includes the aircraft type on which he instructs, if he can
- 25 hold Captain on such aircraft type, and
- 26 b. First Officer in a category that includes the aircraft type on which he instructs.
- 27 3. A regular pilot may also, via DBMS, submit a GSWC if he will be in the position of the
- 28 open time on the day it originates.
- 29 ~~4. Reserved.~~
- 30 ~~5.~~ A GS or GSWC may stipulate specific rotations and/or specific dates, in order of
- 31 preference and may also include any of the stipulations set forth in the PCS template.
- 32 ~~65.~~ A GS or GSWC will remain active for processing until:
- 33 a. the stipulations in the GS or GSWC have been met.
- 34 b. the time frame specified by the pilot expires.
- 35 c. the pilot withdraws the GS or GSWC.
- 36 ~~76.~~ GS and GSWC will be awarded under **Section 23 N. or O.**, subject to **Section 23 Q. ~~98.~~**
- 37 and the following:
- 38 a. Open time awards will be based on the Trip Coverage Report (TC) generated for such
- 39 awards no earlier than 30 minutes prior to the commencement of the award process.
- 40 b. A pilot will not be awarded a GS or GSWC for a rotation that includes special
- 41 airport/route/theater qualifications for which he is not qualified unless, at the time of
- 42 the award, the rotation has already been awarded/assigned to another qualified pilot
- 43 whose presence either qualifies or will qualify the pilot into the special airport or
- 44 theater or on the route.
- 45 Exception: A Captain whose request for a theater qualification remains unfulfilled
- 46 pursuant to **Sections 11 ~~KJ. 2. e.~~ or ~~KJ. 5. d.~~** will not be denied such GS or GSWC.

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- 1 c. A pilot will not be awarded a GS that would create an FAR and/or PWA conflict with
2 a rotation previously awarded/assigned (i.e., no loop-back to undo a previously
3 awarded/assigned rotation).
4 Exception: A GS for a same-day rotation by a pilot who will be a reserve pilot on the
5 next day will be processed without regard to his reserve award/assignment for the
6 next day.
- 7 d. A pilot will not be awarded a GSWC that would create an FAR and/or PWA conflict
8 with a GSWC rotation previously awarded/assigned (i.e., no loop-back to undo a
9 previously awarded/assigned GSWC rotation).
- 10 e. A pilot will not be awarded a GSWC for a rotation that would create an FAR and/or
11 PWA conflict with a rotation on his line that originates on the same day.

12 8f. A pilot will not be awarded a GS or GSWC if the rotation would create an FAR
13 conflict on the pilot's line including a rotation(s) that the pilot missed or will miss due
14 to sick leave.

15 Exception one: A pilot who has utilized sick leave will be considered, in seniority
16 order, for a GS or GSWC, excluding the scheduled flight and flight duty period time
17 for such sick leave rotation(s), after all pilots that are not subject to **Section 23 O. 6. f.**

18 Exception two: This provision will not apply to a pilot who adds a rotation(s) under
19 the fly back provisions in **Section 14 E. 2.**

20
21 Example one: A pilot misses a rotation (1-4) due to sick leave. On the 19th, the pilot
22 submits a GS or GSWC for a rotation (20-22). His request will be processed in
23 seniority order utilizing the scheduled flight and flight duty period time from the
24 rotation missed due to sick leave (1-4) and any other rotation(s) missed due to sick
25 leave. If the addition of the rotation (20-22) would create a FAR conflict on the
26 pilot's line, the pilot will not be awarded the rotation (20-22). If the rotation (20-22)
27 has not been awarded after processing all submitted GS or GSWC requests, the pilot's
28 GS or GSWC will be considered without utilizing the flight and flight duty period
29 time from the sick leave rotation(s).

30
31 Example two: A pilot misses two rotations (1-4 and 15-18) due to sick leave. On the
32 16th, the pilot calls in well beginning on the 17th. He subsequently submits a GS or
33 GSWC for a rotation (18-19) under **Section 14 E. 2. b.** The pilot's GS or GSWC will
34 be processed in seniority order utilizing the scheduled flight and flight duty period
35 time from the first rotation missed due to sick leave (1-4) but without considering the
36 flight and flight duty period time from the sick leave rotation (15-18). If the rotation
37 (18-19) has not been awarded after processing all submitted GS or GSWC requests,
38 the pilot's GS or GSWC will be considered without utilizing the flight and flight duty
39 period time from the sick leave rotations (1-4).

40
41 Example three: A pilot advises the Company of known sick leave (1-15) prior to
42 bidding for that bid period. He is awarded two rotations (2-5 and 10-12) within his
43 sick leave shadow period. On the 16th, the pilot submits a GS or GSWC for a
44 rotation (17-20). His GS or GSWC will be processed in seniority order utilizing the
45 scheduled flight and flight duty period time for the rotations (2-5 and 10-12). If the
46 rotation (17-20) has not been awarded after processing all submitted GS or GSWC

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requests, the pilot's GS or GSWC will be considered without utilizing the flight and flight duty period time from the sick leave rotations (2-5 and 10-12).

7. A pilot will not be awarded a GS or GSWC if:
- the block time of the rotation would cause his total projected block time to exceed, or further exceed, his block hour limit.
 - he is a low-time Captain and the rotation was previously awarded to a low-time First Officer.
 - he is a low-time First Officer and the rotation was previously awarded to a low-time Captain.
 - he has not completed OE.
Exception: A pilot who is converting to a B-767 category and who has not completed TOE may be awarded a GS or GSWC for a rotation that is not scheduled to conflict with his OE shadow period or his scheduled TOE and that does not contain an ocean crossing if he has completed the domestic portion of his OE.
 - the rotation creates an FAR and/or PWA conflict with a rotation already flown.
 - the rotation includes a day on which APD appears on his schedule or a reserve day on which PD appears on his schedule.
 - the rotation does not conform with the stipulations entered by the pilot under **Section 23 Q. 54.**
 - the open time is scheduled to operate during a period(s) of his absence due to sick leave.

98. A pilot will be obligated to fly a GS or GSWC rotation if he is:
- notified of and acknowledges the award.
 - on a duty, FTD, or simulator period when Crew Scheduling attempts to notify him of the award, the award is under **Section 23 N.**, and he has indicated in his GS or GSWC request under **Section 23 E. 4. b.** his willingness to automatically acknowledge such an award.

~~109.~~ If Crew Scheduling is unable to contact a pilot to inform him of the GS or GSWC award, the pilot will be bypassed without pay protection and the rotation(s) will be removed from the pilot's line and returned to open time.

~~110.~~ A pilot who is awarded a GSWC will be removed from the entire conflicting rotation.

~~121.~~ When awarding a GS or GSWC the Company will:

- attempt to contact the pilot using at least two telephone numbers listed in DBMS,
- allow a pilot in a non-time critical assignment (i.e., a rotation that is scheduled to depart three hours or more after attempted contact) no less than ten minutes to respond from the first attempted contact, and
- afford the pilot accepting the award the reporting time ability of a short call reserve pilot.

Note: A pilot who cannot be contacted will be bypassed without pay protection. However, a pilot who is on a duty, FTD, or simulator period when Crew Scheduling attempts to notify him of a GS or GSWC award under **Section 23 N.**, and who has indicated in his GS or GSWC request his willingness to automatically acknowledge such an award under **Section 23 E. 4. b.** will not be bypassed.

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1 ~~13~~12. Crew Scheduling may correct errors and omissions in a same-day or next-day GS
2 or GSWC award(s) following the award of the rotation and ending two hours prior to
3 report.

- 4 a. Such corrections will not generate a rotation guarantee for the rotation removed.
5 b. If there was another rotation that the pilot would have been awarded in the absence of
6 the error or omission, the pilot will:
7 1) be awarded such rotation, or
8 2) receive single pay, no credit for no less than the scheduled value of the rotation he
9 should have been awarded (made whole).
10 c. A pilot who is not awarded a rotation because of an error or omission by Crew
11 Scheduling will receive pay, no credit for no less than the rotation he should have
12 been awarded (made whole).

13 ~~14~~13. An out-of-base pilot will:

- 14 a. receive pay, credit and per diem for a GS rotation(s) beginning at his report for the
15 rotation at the base at which the rotation originates and ending at his release at such
16 base,
17 b. not be reimbursed for transportation, lodging, and per diem before his report to and
18 after his release from a GS rotation(s),
19 c. not be awarded a GS unless he is able to report by the scheduled report or such later
20 time as may be determined by Crew Scheduling,
21 d. not be awarded a GS for open time that includes special airport/route/theater
22 qualifications or an aircraft model for which he is not qualified unless, at the time of
23 the award, the rotation has already been awarded/assigned to another qualified pilot
24 whose presence either qualifies or will qualify the pilot into the special airport or
25 theater or on the route,

26 Exception: A Captain whose request for a theater qualification remains unfulfilled
27 pursuant to **Sections 11 KJ. 2. e. or KJ. 5. d.** will not be denied such GS.

- 28 e. have rotation guarantee recovery obligations at the base where the rotation was
29 scheduled to originate under **Section 23 K. 2.**, and
30 f. be considered to be based, for reroute purposes, at the base where the rotation was
31 scheduled to originate.

32 ~~15~~14. A pilot who has flown a rotation(s) pursuant to a GS will not be awarded another
33 rotation in the same bid period pursuant to a GS unless:

- 34 a. all other eligible pilots (i.e. pilots who can be contacted and are able to fly such
35 rotation without a PWA/FAR violation) in his category who have submitted GSs have
36 flown a like number of rotations pursuant to a GS in such bid period, or
37 b. no other eligible pilot is available.

38 ~~16~~15. A pilot who has flown a rotation(s) pursuant to a GSWC will not be awarded
39 another rotation in the same bid period pursuant to a GSWC, unless:

- 40 a. all other eligible pilots (i.e. pilots who can be contacted and are able to fly such
41 rotation without a PWA/FAR violation) in his category who have submitted GSWCs
42 have flown a like number of rotations pursuant to a GSWC in such bid period, or
43 b. no other eligible pilot is available.
44

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1 R. Inverse Assignment (IA) and Inverse Assignment ~~With~~with Conflict (IAWC)

- 2
- 3 1. A pilot who has been assigned a rotation pursuant to an IA or IAWC, will not be awarded
- 4 another rotation in the same bid period pursuant to an IA or IAWC, unless:
- 5 a. all other eligible pilots in his category have been awarded a like number of rotations
- 6 pursuant to an IA or IAWC in such bid period, or
- 7 b. no other pilot in his category is available.
- 8 2. An IA or IAWC will be assigned in inverse seniority order without regard to the length of
- 9 the rotation.
- 10 3. A pilot who is assigned an IAWC will be removed from the entire conflicting rotation.
- 11 4. A pilot will not be assigned an IA or IAWC if the block time of the rotation would cause
- 12 his total projected block time to exceed, or further exceed, his block hour limit.
- 13 5. A pilot will not be assigned an IAWC that would create an FAR or PWA conflict with a
- 14 rotation on his line that originates on the same day.
- 15 6. A pilot will not receive an IA or IAWC to open time that is scheduled to operate during a
- 16 period(s) of his absence due to sick leave.
- 17 7. Without his consent, a regular pilot will not be inversely assigned to a rotation with a
- 18 report that is within 11 hours of his release at his base.
- 19 8. If Crew Scheduling is unable to contact a pilot to inform him of an IA or IAWC, the pilot
- 20 will be bypassed without pay protection and the rotation(s) will be removed from the
- 21 pilot's line and returned to open time.
- 22 9. A pilot will not be awarded an IA or IAWC if:
- 23 a. the rotation includes a day on which APD appears on his schedule.
- 24 b. the rotation includes a day on which PD appears on a reserve day on his schedule.
- 25 c. he is a low-time Captain and the rotation was previously awarded to a low-time First
- 26 Officer.
- 27 d. he is a low-time First Officer and the rotation was previously awarded to a low-time
- 28 Captain.
- 29 10. A pilot will not be assigned an IA if his accumulated credit equals or exceeds the ALV.
- 30

Section 23 - Scheduling

1 S. Reserve Pilots

3 1. A reserve pilot will:

- 4 a. be awarded/assigned open time under **Section 23 N. or O.**

5 Note one: Open time will be assigned to reserve pilots (within days-of-availability
6 groupings) beginning with the reserve pilots within the lowest RAW value grouping
7 and then progressing to the reserve pilots within the next higher RAW value
8 grouping.

9 Note two: Within days-of-availability groupings, reserve pilots whose RAW values
10 are in the same RAW value grouping will be assigned open time in inverse seniority
11 order unless one or more of them have submitted a yellow slip, in which case open
12 time will be awarded in seniority order to the reserve pilot(s) who submitted a yellow
13 slip for such open time.

14 Note three: When open time is so assigned, the following order will be used:

- 15 1) pilots whose days-of-availability match the length of the rotation (by RUO),
16 then
17 2) pilots whose days-of-availability exceed the length of the rotation (in least
18 variance order, by RUO).
- 19 b. be placed in a days-of-availability groupings within his category as follows:
- 20 1) in narrowbody categories, the groupings will be:
21 a) one day of availability,
22 b) two days of availability,
23 c) three days of availability, and
24 d) four or more days of availability.
- 25 2) in widebody categories, the groupings will be:
26 a) one day of availability,
27 b) two days of availability,
28 c) three days of availability,
29 d) four days of availability, and
30 e) five or more days of availability.
- 31 c. be on long call on any on-call day on which he is not assigned to short call.
- 32 d. be required to check his schedule via DBMS or VRU after block-in of the last flight
33 segment of his rotation prior to his release (see **Section 12 G. 13.—148.—9.**).
- 34 e. report and be released at his base, when he is awarded/assigned open time in his
35 category or as an out-of-base reserve.
- 36 f. be converted to short call within days-of-availability groupings, in the following
37 order:
- 38 1) in seniority order, among pilots who have submitted a yellow slip for conversion
39 to short call and who have less than three short call credits.
- 40 2) in inverse seniority order, among pilots who have not submitted a yellow slip for
41 conversion to short call and who have less than ~~three~~two short call credits.
- 42 3) in seniority order, among pilots who have submitted a yellow slip for conversion
43 to short call and who have at least three short call credits but fewer than the
44 maximum number under **Section 23 S. 2. c. 2).**

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1 4) in inverse seniority order, among pilots who have not submitted a yellow slip for
2 conversion to short call and who have at least ~~three~~two short call credits but fewer
3 than the maximum number under **Section 23 S. 2. c. 2).**

4 5) in seniority order, among pilots who have submitted a yellow slip for conversion
5 to short call and who have at least the maximum number of short call credits
6 under **Section 23 S. 2. c. 2).**

7 Note **one:** The Company will publish, by calendar day for each category, the targeted
8 number and start time of short call periods based upon historic and projected
9 requirements. Such targets are pre-month estimates only and operational
10 requirements will determine actual short call periods.

11 Note two: Crew Scheduling may at its discretion bypass a reserve pilot in the one day
12 of availability grouping for conversion to short call under **Section 23 S. 1. f.** if such
13 pilot is scheduled for a hard non-fly day immediately following the one day of
14 availability.

15 2. A reserve pilot will not be:

16 a. assigned a rotation that:

17 1) will cause his credit to exceed, or further exceed, the ALV plus 15 hours.

18 2) will cause his total projected block time to exceed, or further exceed, his block
19 hour limit.

20 3) is scheduled to interrupt a golden day(s).

21 4) has a report that is less than 12 hours after his release at his base.

22 5) has a report earlier than ten hours from the end of his last non-fly day.

23 Note one: A rotation that has a report between ten and 12 hours after the end of a
24 pilot's last non-fly day will be assigned no later than nine hours prior to the end of
25 such non-fly day under **Section 23 S. ~~5-e~~3. d. 2) b).**

26 Note two: A pilot is responsible for ascertaining whether he has been so assigned
27 a rotation. Crew Scheduling is not required to make telephone contact for such an
28 assignment.

29 Exception: A reserve pilot will not be assigned a rotation that has a report earlier
30 than 1200 (base time) if the non-fly day that preceded the on-call day was a
31 vacation day.

32 6) would cause the pairing of two low-time pilots on such rotation.

33 Exception one: A reserve pilot may be awarded a GS (see **Section 23 Q.**) without
34 regard to the limitations in **Section 23 S. 2. a. 1) and 3) – 5).**

35 Exception two: A reserve pilot may be awarded a yellow slip (see **Section 23 T.**)
36 without regard to the limitations in **Section 23 S. 2. a. 3) – 5).**

37 b. removed from a rotation for the purpose of awarding such rotation to a regular pilot,
38 within 12 hours of the report of such rotation, unless the reserve pilot consents.
39

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c. converted to short call:

1) on an X-day, or

2) in excess of the number stated in the following charts:

a) In a bid period with a reserve guarantee of 72:00 – 74:59:

Reserve Days in Bid Period	Short Calls
29– 31	6
24– 28	5
19– 23	4
13– 18	3
8– 12	2
3 –7	1
0 –2	0

b) In a bid period with a reserve guarantee of 75:00 – 80:00:

Reserve Days in Bid Period	Short Calls
29 – 31	7
25 – 28	6
20 – 24	5
16 – 19	4
12 – 15	3
7 - 11	2
3 – 6	1
0 –2	0

Note: “Reserve Days in Bid Period” in the charts in **Section 23 S. 2. c. 2)** will:

a) be calculated as of 2200E two days prior to the beginning ~~of the first day~~ of the bid period, and

b) include all personal drop days.

Exception one: A reserve pilot may be converted to short call in a bid period more times than shown in **Section 23 S. 2. c. 2)** pursuant to a yellow slip(s) that is awarded after the pilot has already completed the number shown in **Section 23 S. 2. c. 2).**

Exception two: A reserve pilot who is unable to complete his short call period due to sickness, will not be credited with a short call period for purposes of **Section 23 S. 2. c. 2).**

3) earlier than ten hours from the end of his last non-fly day.

Note one: A short call period that begins between ten and 12 hours after the end of a pilot’s last non-fly day will be assigned no later than nine hours prior to the end of such non-fly day under **Section 23 S. 5-e3. d. 2) b).**

Note two: A pilot is responsible for ascertaining whether he has been converted to short call under **Section 23 S. 5-e3. d. 2) b).** Crew Scheduling is not required to make telephone contact for such a conversion.

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1 Exception one: A reserve pilot will not be converted to short call earlier than
2 1200 (base time) if the non-fly day that preceded the on-call day was a vacation
3 day.

4 Exception two: A reserve pilot may be awarded a yellow slip (see *Section 23 T.*)
5 without regard to the limitations in **Section 23 S. 2. c. 3).**

6 d. required to remain on call after his accumulated credit equals or exceeds his reserve
7 guarantee.

8 ~~3. Reserved.~~

9 ~~4. Reserved.~~

10 ~~5.~~ A long call pilot:

11 a. must be available for contact by Crew Scheduling at any time while on-call.

12 b. must be able to report for an assigned rotation which reports no earlier than 12 hours
13 from the first attempted contact by Crew Scheduling.

14 ~~c. Reserved.~~

15 ~~d.~~ can be converted to short call no earlier than 12 hours from the first attempted contact
16 by Crew Scheduling and will be released from duty during the 12 hours immediately
17 preceding the start of his short call period.

18 ~~Exception~~Exception one: A widebody category pilot whose bid package contains an
19 FRMS rotation(s) may be converted to short call on his first on-call day following a
20 non-fly day or block of non-fly days, so long as he is notified of the conversion to
21 short call no later than 1200 (pilot base time) on the last on-call day prior to the non-
22 fly day or block of non-fly days. Such pilot will be free from duty from the time he is
23 notified of the conversion to short call until the start of the short call period.

24 Exception two: A pilot who has submitted a YS for conversion to short call may
25 submit a preference to be released from duty during the ten hours immediately
26 preceding the start of his short call period.

27 ~~e.~~ will be notified of his assignment to open time under *Section 23 N.* or *O.* by one of
28 the following two methods:

29 1) telephone contact from Crew Scheduling.

30 2) electronic placement of a rotation or conversion to short call that is placed on his
31 schedule prior to:

32 a) his release from a rotation, or

33 b) nine hours before the end of his last non-fly day (other than a vacation day)
34 before an on-call day.

35 Note: A pilot is responsible for ascertaining whether he has been assigned a
36 rotation or converted to short call under **Section 23 S. 5-e.3. d. 2) b).** Crew
37 Scheduling is not required to make telephone contact for such an assignment
38 or conversion.

39 ~~f.~~ will not be required to remain available for contact in the 12 hours prior to the
40 scheduled report of an assigned rotation.

41 ~~g.~~ who is assigned a rest period:

42 1) prior to release from a rotation, must acknowledge such assignment prior to
43 release.

44 2) via telephone contact may:

45 a) if contacted directly by Crew Scheduling, be placed on rest immediately, or

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b) if not contacted directly by Crew Scheduling, have such rest period begin no earlier than two hours following the first attempted contact. In such case, the pilot must inform the Company within nine hours of first attempted contact if he was unable to begin his rest period as scheduled.

64. A long call pilot who is assigned a rotation or converted to short call and who will not be fit to perform such duty must so inform Crew Scheduling no later than three hours before the scheduled report of the rotation or start of the short call period.

75. A long call pilot may be released from on-call duty at 1200 base time on his last on-call day prior to a soft non-fly day if he contacts Crew Scheduling and requests to be released.

86. A long call pilot will be released from on-call duty at 1200 base time on his last on-call day prior to a hard non-fly day.

97. A short call pilot:

a. will remain on short call for a period that:

- 1) is designated by Crew Scheduling, and
- 2) does not exceed 12 hours.

b. must be promptly available for contact by Crew Scheduling during his short call period until the earlier of:

- 1) the end of the short call period, or
- 2) his departure to report for an awarded/assigned rotation.

Exception: A pilot who is converted to short call ~~on his first on-call day following a non-fly day~~ will not be required to be available for contact during the first two hours of his short call period as follows:

a) At the time the pilot is notified of his conversion to short call, the pilot will advise Crew Scheduling that he will be:

- ~~i. traveling to his base, and~~
- ~~ii. unavailable for contact during the first two hours of the short call.~~

b) The pilot must be able to report for a rotation with a report as early as two hours after the start of the short call period.

c) ~~When~~During this period of unavailability, the pilot ~~arrives at his base, he~~ assumes responsibility for acknowledging any rotation placed on his line by checking his schedule via DBMS or contacting Crew Scheduling.

d) When the pilot checks his schedule, his line may contain a rotation with a report as early as two hours from the start of the short call period.

c. who ~~travels to his base~~ is unavailable for contact under **Section 23 S. 97. b. Exception** and is assigned to a co-terminal base, will be permitted additional time to reposition from the airport of arrival to the airport at which the rotation originates (if necessary).

d. must be able to promptly report for an awarded/assigned rotation.

e. will not be assigned a rotation without an attempted contact by Crew Scheduling.

f. will be released from on-call duty not later than 1200 base time on his last on-call day prior to a hard non-fly day.

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1 ~~108.~~ In pilot bases with co-terminal airports, a short call pilot's availability will be
 2 determined as follows:
 3

Co-Terminal Airports	Airport Reserve Availability Determined From
LAX, ONT, SNA, BUR, LGB	LAX
DFW, DAL	DFW
EWR, JFK, LGA	EWR, JFK or LGA

4
 5 ~~119.~~ A reserve pilot who flies on an X-day due to an IA, GS, or reroute will be given
 6 nine hours free of duty upon his release at the completion of his rotation.

- 7 a. His X-day(s) will begin immediately following such nine-hour period and will
 8 continue until he has received a period of 24 hours free of duty for each interrupted
 9 and remaining X-day in his scheduled X-day block.
 10 b. If the remaining days in the bid period are insufficient to contain the X-day(s), the
 11 pilot will be granted an additional day(s) off under **Section 23 S. 1614.**
 12

13 Example:

Day	1	2	3	4	5	6	7	8
Scheduled X-days	Res	Res	X	X	X	X	Res	Res
Rotation	A	B	C					
Actual X-days	Res	Res	/	X	X	X	/	Res
			↑				↑	
			0900 Release					
			↑				↑	
			1800 X-days begin				1800 X-days end	

14
 15
 16
 17
 18
 19
 20
 21
 22
 23
 24
 25
 26 (See **Section 23 S. 2.** and **53.** for a reserve pilot's acknowledgment obligations on last non-fly
 27 day prior to an on-call day.)

28 ~~1210.~~ A reserve pilot who flies an ocean crossing on an X-day due to an IA, GS, or
 29 reroute will be given 13 hours free of duty upon his release at the completion of his
 30 rotation.

- 31 a. His X-day(s) will begin immediately following such 13-hour period and will continue
 32 until he has received a period of 24 hours free of duty for each interrupted and
 33 remaining X-day in his scheduled X-day block.
 34 b. If the remaining days in the bid period are insufficient to contain the X-day(s), the
 35 pilot will be granted an additional day(s) off under **Section 23 S. 1614.**
 36

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1311. The X-day(s) of a reserve pilot who reports on an X-day due to an IA or GS, but does not fly, will begin upon his release by Crew Scheduling and will continue until he has received a period of 24 hours free of duty for each interrupted and remaining X-day in his scheduled X-day block. If the remaining days in the bid period are insufficient to contain the X-day(s), the pilot will be granted an additional day(s) off under **Section 23 S. 1614.**

Example:

Day	1	2	3	4	5	6	7	8
Scheduled X-days	Res	Res	X	X	X	X	Res	Res
Rotation (0800 Report)			A					
Actual X-days	Res	Res	/	X	X	X	/	Res
			↑				↑	
			0900 X-days begin				0900 X-days end	

(See **Section 23 S. 2.** and **53.** for a reserve pilot's acknowledgment obligations on last non-fly day prior to an on-call day.)

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1412. The X-day(s) of a reserve pilot who completes a rotation on an X-day due to late operations, will begin upon his release at the completion of his rotation and will continue until he has received a period of 24 hours free of duty for each interrupted and remaining X-day in his scheduled X-day block. If the remaining days in the bid period are insufficient to contain the X-day(s), the pilot will be granted an additional day(s) off under **Section 23 S. 1614.**

Example:

Day	1	2	3	4	5	6	7	8
Scheduled X-days	Res	Res	X	X	X	X	Res	Res
Rotation	A	B	↑					
	2345 sked release		0100 Actual Release					
Actual X-days	Res	Res	/	X	X	X	/	Res
			↑	0100 X-days begin			↑	0100 X-days end

(See **Section 23 S. 2.** and **53.** for a reserve pilot's acknowledgment obligations on last non-fly day prior to an on-call day.)

1513. The X-day(s) of a reserve pilot, who flies a rotation as a regular pilot into his X-day(s) as a result of a month-to-month transition will, upon his advising Crew Scheduling, be moved so as to begin on the first uninterrupted day.

1614. A reserve pilot who is eligible for an additional day(s) off under **Section 23 S. 11-149. - 12.** will:

- take such day(s)-off in the current or a future bid period, by mutual agreement with Crew Scheduling, or
- have such day(s) added to a current year vacation period(s), by mutual agreement with Vacation Planning, or
- have such day(s) added to his earned vacation for the next vacation year, if not used in the current vacation year.

1715. Reserve Line Checks:

- A reserve pilot's schedule, as shown in DBMS, will include the notation "LCS" in a bid period in which the Company intends to conduct a line check for such pilot.
- An LCS notation will not affect a reserve pilot's:
 - sequencing for assignment, or
 - his ability to exercise other PWA rights (e.g., yellow slip, PD/APD/PDS, etc.).
- A reserve pilot whose schedule bears an LCS notation may receive his line check on a rotation that is:
 - specially constructed for the purpose of his line check, in which case the reserve pilot cannot be displaced under **Section 23 P. 1210.**, or
 - assigned/awarded to him under **Section 23 N.** or **O.**

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1 d. A reserve pilot will not be displaced under **Section 23 P. 1210**, from a rotation on
2 which he is scheduled for a line check.

3 **1816.** A reserve pilot may submit his request in the DBMS template “Select Preference
4 Qualifiers If Needed to Fly.” Such request may include a preference for a specific
5 rotation(s) and/or a specific date(s) on which he desires to fly, in order of preference, and
6 may also include any of the stipulations set forth in the request template. The preferences
7 in such request will be considered by Crew Scheduling if the pilot is needed to fly. Such
8 preferences will not affect the pilot’s RAW value.
9

10 T. Yellow Slips

- 11
- 12 1. A reserve pilot may submit a yellow slip via DBMS. Yellow slips will be considered by
13 Crew Scheduling when awarding open time under **Section 23 N. and O.**, when converting
14 reserve pilots to short call under **Section 23 S. 2. c.**, and when determining the need for
15 an additional on-call day(s).
 - 16 2. A pilot’s yellow slip may stipulate:
 - 17 a. rotation(s) and/or date(s) on which he desires to fly, in order of preference,
 - 18 b. date(s) and/or start time(s) on which he desires to be converted to short call,
 - 19 c. date(s) on which he desires to be awarded an additional on-call day(s), and
 - 20 d. any of the parameters set forth in the PCS yellow slip template.
 - 21 3. A pilot will not be awarded a rotation via a yellow slip if:
 - 22 a. the rotation to be added:
 - 23 1) is within 30 minutes of creating an FAR or PWA conflict.
24 Exception one: This 30-minute limitation does not apply to the pilot’s block hour
25 limit (see **Section 12 B.**).
 - 26 Exception two: A pilot may be awarded a rotation via a yellow slip in the current
27 bid period that will create an FAR and/or PWA conflict with a rotation in the next
28 bid period. The conflicting rotation in the next bid period will be removed from
29 the pilot’s line. The pilot’s projection/line guarantee will be reduced by the credit
30 of the removed rotation.
 - 31 2) is same-day/next-day open time that would create an FAR and/or PWA conflict
32 with a previously awarded/assigned rotation (i.e., no loop-back to undo a
33 previously awarded/assigned rotation).
 - 34 b. the credit of the rotation would cause his projection to exceed, or further exceed, the
35 ALV plus 15 hours.
36 Exception: A pilot in a category with a limited mix of rotations, in which the lower
37 limit of the LCW has been reduced (and noted in the bid package as the reduced
38 LCW lower limit), may be awarded a white slip that would cause his projection to
39 exceed the ALV by the number of hours (as published in the bid package) mutually
40 agreed to by the Director – Crew Resources and the MEC Scheduling Committee
41 Chairman.
 - 42 c. the block time of the rotation would cause his total projected block time for the bid
43 period to exceed, or further exceed, his block hour limit.
 - 44 d. the award would cause the pairing of two low-time pilots on such rotation.
 - 45 e. he has not completed his OE.

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- 1 Exception: A pilot who is converting to a B-767 category and who has not completed
2 TOE may be awarded a yellow slip for a rotation that is not scheduled to conflict with
3 his OE shadow period or his scheduled TOE and that does not contain an ocean
4 crossing if he has completed the domestic portion of his OE.
- 5 f. the rotation includes a day on which APD appears on his schedule or a reserve day on
6 which PD appears on his schedule.
- 7 g. the rotation does not conform with the stipulations entered by the pilot under
8 **Section 23 T. 2.**
- 9 4. A pilot will not be converted to short call via a yellow slip if the short call period does
10 not conform with the stipulations entered by the pilot under **Section 23 T. 2.**
- 11 5. A pilot's yellow slip to be awarded an additional on-call day(s) will be granted at the
12 Company's option.
- 13 6. A pilot may be awarded open time as a result of a yellow slip on or into his X-day(s)
14 (including golden X-days), under **Section 23 N. 5. or 9. or Section 23 O. 3. or 6.**, subject
15 to the following:
- 16 a. The days-of-availability grouping for a pilot will include the waived X-day(s).
17 b. An X-day(s) lost as a result of such yellow slip award will be forfeited.
- 18 7. A reserve pilot who is proffered/awarded a yellow slip for a rotation with a report that is:
19 a. 12 hours or less from first attempted contact may decline such award (this is a
20 proffer).
21 b. more than 12 hours from first attempted contact is obligated to fly the rotation (this is
22 not a proffer).
- 23 8. If Crew Scheduling is unable to contact a pilot to inform him of a rotation awarded via a
24 yellow slip, the rotation will be removed from his line and returned to open time.
25 Exception: A rotation awarded via a yellow slip under **Section 23 N.** will not be so
26 removed if:
- 27 a. the pilot is on a duty, FTD, or simulator period when Crew Scheduling attempts to
28 notify him of the award, and
29 b. he has indicated in his yellow slip request his willingness to automatically
30 acknowledge such an award under **Section 23 E. 4. b.**
- 31
- 32 U. Green Slip (GS), Green Slip with Conflict (GSWC), Inverse Assignment (IA) and Inverse
33 Assignment With Conflict (IAWC)—Pay and Credit/Pay and No Credit
34
- 35 1. GS
36 a. A regular pilot who has flown a GS rotation:
37 1) will receive single pay and credit for the portion of his GS rotation that brings him
38 to the lesser of:
39 a) the ALV, or
40 b) 75 hours, and
41 2) will receive double pay, no credit for the portion of his GS rotation that exceeds
42 the lesser of:
43 a) the ALV, or
44 b) 75 hours.
45 3) may use up to five hours of his bank, prior to accounting for the GS rotation, to
46 bring his projection to the lesser of:

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- 1 a) the ALV, or
- 2 b) 75 hours.

3 Note: A pilot's vacation and CQ training in the bid period will be considered as pay
4 and credit for purposes of determining if he has met the ALV or 75-hour threshold in
5 such bid period (and not for any other purpose).

- 6 b. A reserve pilot who has flown a GS rotation(s) will receive:
 - 7 1) single pay and credit for the portion of such rotation(s) flown on his reserve on-
8 call days that occurred before the pilot's accumulated credit exceeded the ALV
9 (applied against his reserve guarantee),
10 and
 - 11 2) single pay, no credit (in addition to any other form of pay and credit for the bid
12 period) for the portion of such rotation(s) that:
 - 13 a) interrupted his X-day(s), or
 - 14 b) occurred after his accumulated credit equaled the ALV,

15 Note one: A reserve pilot who flies a GS rotation into an X-day(s) is entitled to
16 additional time free of duty under **Section 23 S. H9.**

17 Note two: A reserve pilot awarded a GS rotation in which all duty periods of the
18 rotation are scheduled to operate on on-call days may request that one X-day that
19 coincides with a day on which the pilot does not have a duty period within the GS
20 rotation be moved to the first day of the GS rotation.

- 21 c. A long call reserve pilot who is awarded a GS rotation with a report that is within 12
22 hours of the first attempted contact will receive single pay, no credit for the first duty
23 period of the rotation (in addition to any other pay and credit for the bid period).

24 2. GSWC

25 A pilot will be removed from a rotation(s) on his regular line that conflicts with a GSWC
26 rotation(s). Such pilot will receive:

- 27 a. single pay and credit for the removed rotation(s), and
- 28 b. single pay, no credit for the GSWC rotation(s) flown.

29 3. IA

30 a. A regular pilot who has flown an inversely assigned rotation(s) or portion thereof will
31 receive double pay, no credit for such flying.

32 b. A reserve pilot who has flown an inversely assigned rotation(s) will receive:

- 33 1) single pay and credit for the portion of such rotation(s) flown on his reserve on-
34 call days (applied against his reserve guarantee), and
- 35 2) single pay, no credit for the portion of such rotation(s) that interrupted his X-
36 day(s) (in addition to any other pay and credit for the bid period).

37 Note one: A reserve pilot who flies an inverse assignment rotation into an X-day(s) is
38 entitled to additional time free of duty under **Section 23 S. H9.**

39 Note two: A reserve pilot inversely assigned to a rotation in which all duty periods of
40 the rotation are scheduled to operate on on-call days may request that one X-day that
41 coincides with a day on which the pilot does not have a duty period within the IA
42 rotation be moved to the first day of the IA rotation.

- 43 c. A long call reserve pilot who is inversely assigned a rotation with a report that is
44 within 12 hours of the first attempted contact will receive single pay, no credit for the
45 first duty period of the rotation (in addition to any other pay and credit for the bid
46 period).

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1 Note: Inverse assignment of a long call reserve pilot within 12 hours of report will be
2 by proffer.

3 d. A pilot will not be eligible for sick leave pay and credit for an IA if he is unable to fly
4 the rotation due to sickness at the time of the notification of the assignment.

5 4. IAWC

6 a. A pilot will be removed from a rotation(s) on his regular line that conflicts with an
7 IAWC rotation(s). Such pilot will receive:

- 8 1) single pay and credit for the removed rotation(s), and
9 2) single pay, no credit for the IAWC rotation(s) flown.

10 b. A pilot will not be eligible for sick leave pay and credit for an IAWC if he is unable
11 to fly the rotation due to sickness at the time of the notification of the assignment.

12 5. A GS, GSWC, IA or IAWC will be accounted for at the end of the bid period and will
13 have no impact on a pilot's projection.

14 6. GS and IA pay and/or credit examples:

15 The GS or IA rotation is referred to as rotation #1; any other rotation that is subsequently
16 awarded/assigned is referred to as rotation #2.

17 a. Example 1.

18 Rotation #1 cancels; pilot does not report.

19 Results:

- 20 1) Regular pilot – single pay and credit for rotation #1.
21 2) Reserve pilot – no pay or credit

22 b. Example 2.

23 Rotation #1 cancels; pilot reports but does not fly.

24 Results:

- 25 1) Regular pilot – single pay and credit for rotation #1.
26 2) Reserve pilot - suit up pay and credit, and additional time free of duty under

27 **Section 23 S. 1311.**

28 c. Example 3.

29 Rotation #1 cancels; pilot reports or does not report; flies rotation #2.

30 Results:

31 1) Regular pilot—

32 a) If rotation #2 is recovery flying under **Section 23 K. 2.** – single pay and credit
33 for greater of rotation #1 or #2, plus single pay, no credit for rotation #2.

34 b) If rotation #2 is an IA under **Section 23 N.** or **O.** – single pay and credit for
35 rotation #1 and double pay, no credit for rotation #2.

36 2) Reserve pilot – single pay (above guarantee), no credit for each interrupted X-
37 day(s), and additional time free of duty under **Section 23 S. 119.**

38 d. Example 4.

39 Prior to or after his report for rotation #1, pilot is inversely assigned to rotation #2;
40 both rotations operate.

41 Results:

42 1) Regular pilot – single pay and credit for rotation #1 and double pay, no credit for
43 rotation #2.

44 2) Reserve pilot – single pay (above guarantee), no credit for each interrupted X-
45 day(s), and additional time free of duty under **Section 23 S. 119.**

46

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- 1 e. Example 5.
2 Rotation #1 operates; pilot removed for Company convenience (see **Section 4 E.**).
3 Results:
4 1) Regular pilot – single pay and credit for rotation #1.
5 2) Reserve pilot – no pay or credit other than suit-up pay, if applicable (see
6 **Section 4 H.**).

- 7 f. Example 6.
8 Rotation #1 operates; pilot removed due to white/yellow slip by another pilot.
9 Results:
10 1) Regular pilot removed (only with his consent) -- no pay or credit.
11 2) Reserve pilot removed (only with his consent if removal is within 12 hours of
12 report) – no pay or credit.

- 13 g. Example 7.
14 Rotation #1 operates or cancels; pilot sick.
15 Result: Pilot eligible for sick leave (see **Section 14**).

7. GSWC and IAWC pay and/or credit examples

16 The rotation on a pilot's line that is removed due to conflict is referred to as rotation #1;
17 the GSWC or IAWC rotation is referred to as rotation #2; any other rotation that is
18 subsequently awarded/assigned is referred to as rotation #3.

- 19 a. Example 1.
20 Rotation #2 cancels; pilot reports or does not report.
21 Results: single pay and credit for the greater of rotation #1 or #2. If rotation #1 has
22 not been awarded to another regular pilot, it will be reinstated on his line, in which
23 case the pilot will receive single pay and credit for rotation #1 as flown.
24 b. Example 2.
25 Rotation #2 cancels; pilot reports or does not report; flies rotation #3.
26 Results:
27 1) Rotation #1 – single pay and credit, and
28 2) If rotation #3 is recovery flying under **Section 23 K. 2.** – single pay and credit for
29 the greater of rotation #2 or #3, plus single pay, no credit for rotation #3 as flown.
30 3) If rotation #3 falls outside the constraints of **Section 23 K. 2.** recovery provisions
31 – single pay and credit for rotation #2, plus double pay, no credit for rotation #3.
32

- 33 c. Example 3.
34 Prior to or after his report for rotation #2, pilot is inversely assigned with conflict to
35 rotation #3; both rotations operate.
36 Results:
37 1) Rotation #1 – single pay and credit, and
38 2) Rotation #2 – single pay and credit, and plus
39 3) Rotation #3 –double pay, no credit.

- 40 d. Example 4.
41 Rotation #2 operates; pilot removed for Company convenience (see **Section 4 E.**).
42 Results:
43 1) Single pay and credit for rotation #1, and
44 2) Single pay, no credit for rotation #2. The pilot will not be reinstated on rotation
45 #1.
46

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- 1 e. Example 5.
2 Rotation #2 operates; pilot removed due to white/yellow slip by another pilot (only
3 with the pilot's consent).
4 Results:
5 1) Rotation #1 – single pay and credit as flown if reinstated to his line.
6 2) Rotation #2 – no pay or credit.
7 f. Example 6.
8 Rotation #2 operates or cancels; pilot sick.
9 Result: Eligibility for sick leave (see **Section 14**) at single pay and credit for the
10 greater of rotation #1 or rotation #2.
11

~~V. Shuttle Operations~~

- 12 ~~1. Only a NYC Shuttle aircraft type category pilot may be awarded/assigned or rerouted to~~
13 ~~airport standby duty.~~
14 ~~2. An airport standby duty period:~~
15 ~~a. will not include a Shuttle flight segment when published in the bid package.~~
16 ~~Exception: An airport standby duty period in BOS or DCA may include a deadhead to or~~
17 ~~from LGA V=~~
18 ~~b. known at the time of line construction, will be~~
19 ~~1) published in the bid package, and~~
20 ~~2) considered as credit for purposes of PBS staffing calculations.~~
21 ~~c. will have a report and release.~~
22 ~~d. will not be scheduled to exceed 12 hours, including deadhead.~~
23 ~~e. will not be extended for any reason.~~
24 ~~f. will be considered a rotation if it reports and releases at LGA.~~
25 ~~g. may be included as part of a rotation that includes non-standby duty period(s) if it~~
26 ~~does not report and release at LGA.~~
27 ~~h. may be canceled if it becomes open time.~~
28 ~~3. While on airport standby duty, a pilot:~~
29 ~~a. will not be provided lodging.~~
30 ~~b. will be provided with a quiet, clean area furnished with reclining chairs, away from~~
31 ~~the operations area, at or near the airport.~~
32 ~~c. is eligible to receive DPA, reserve duty period average, duty period credit, and~~
33 ~~rotation credit under **Section 12 H., J., K., and L.**~~
34 ~~d. who is assigned a Shuttle flight segment(s) which concludes within his airport~~
35 ~~standby period will return to standby status until the conclusion of his standby period,~~
36 ~~unless he is released from duty by the Company.~~
37 ~~e. will not be utilized to fly a non-Shuttle flight segment(s) unless:~~
38 ~~1) the need for a pilot becomes known less than three hours before departure of the~~
39 ~~flight segment to be protected, and~~
40 ~~2) no other pilot is available to fly such flight segment(s).~~
41 ~~f. will not be required to operate a flight from his base that is scheduled to depart after~~
42 ~~the conclusion of his airport standby duty period.~~
43
44

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- ~~4. A pilot who deadheads on or operates a Shuttle flight segment(s) that is scheduled to block out before the end of an airport standby duty period and extends beyond such period will not be scheduled to exceed the maximum duty time in **Section 12 D**.~~
- ~~5. The Company will attempt to return a pilot on airport standby duty, who has been assigned or rerouted to non-Shuttle flight segments, to his airport standby duty period.~~
- ~~6. When a pilot on airport standby duty is assigned non-Shuttle flight segment(s), the maximum scheduled duty time contained in **Section 12 D**, will apply starting with the report for his airport standby duty period.~~
- ~~7. A pilot with scheduled back-to-back airport standby duty periods, who cannot report at the start of his second airport standby duty period because of a reroute, FAR/PWA conflict, late operation or assignment to non-Shuttle flying will be pay protected under **Section 4 F**. The Company may assign recovery flying to such pilot under **Section 23 K**, or return him to his original airport standby duty period.~~
- ~~8. An out of base pilot who is rerouted to fly a Shuttle flight segment(s) will be scheduled for an intervening layover immediately prior to the first Shuttle segment. Exception: A pilot who is physically in NYC/BOS/DCA at the time of the reroute may not be scheduled for an intervening layover.~~
- ~~9. An out of base pilot may be awarded/assigned a rotation that includes a Shuttle flight segment(s) under the coverage process in **Section 23 N**, or **O**. Such pilot may be deadheaded from his base to begin flying such flight segment(s) in the same duty period (without an intervening layover), if there is insufficient time to pre-position the pilot. Such deadhead will not be considered a non-Shuttle flight segment.~~
- ~~10. A pilot who is not on airport standby duty cannot operate a Shuttle flight segment(s) and then perform airport standby duty within the same duty period.~~
- ~~11. A NYC Shuttle aircraft type category pilot on a Shuttle rotation may be rerouted through or out of his base to other Shuttle flight segments, in which case:
 - ~~a. the least number of pilots possible will be rerouted,~~
 - ~~b. the Company will attempt to return the rerouted pilot to his original rotation, and~~
 - ~~c. the reroute will not extend beyond the last day of the pilot's original rotation.~~~~
- ~~12. A NYC Shuttle aircraft type category pilot on a Shuttle rotation will be provided free parking at LGA in the vicinity of the Marine Air Terminal.~~

W. Reserves Required

1. Formulae values and definitions:
 - a. A = number of reserve pilots scheduled to be on call in category for the entire day on D.
 - b. B = variable buffer applied to LMD based upon the number of days between the application of the formula and D:
 - 1) 0-2 days = 5%.
 - 2) 3-10 days = 7.5%.
 - 3) 11 or more days = 10%.
 - c. D = date for which the formula is applied.
 - d. O = number of open rotations on D that last appeared in open time three or more days prior to report.

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- 1 e. R = number of reserves required in category on D, as determined by **Section 23 #V.**
2 **2.**
- 3 f. “Day to be dropped” means:
4 1) a day on which a regular pilot is scheduled to be on a rotation and on which, if his
5 requested swap is granted, he will not be scheduled to be on a rotation.
6 2) a day to which a reserve pilot is requesting to move an X-day.
- 7 g. “Day to be added” means:
8 1) a day on which a regular pilot is not scheduled to be on a rotation and on which, if
9 his requested swap is granted, he will be scheduled to be on a rotation.
10 2) a day from which a reserve pilot is requesting to move an X-day.
- 11 h. “Last minute demand” (LMD) means the number of rotations operating on D that last
12 appeared in open time less than three days prior to report and that are expected to be
13 awarded/assigned as reserve or premium pay flying, calculated by multiplying the
14 number of published rotations scheduled to operate on D by a coefficient which is
15 determined by historic demand over the least recent 36 of the last 37 months:
16 1) in the type of category (status and classification as narrowbody or widebody),
17 2) on the type of day (weekend day or not weekend day), and
18 3) in the type of bid period (summer bid period or not summer bid period).
- 19 i. “Summer bid period” means June, July, or August.
20 j. “Weekend day” means Saturday or Sunday.
- 21 2. Reserves Required Formula
22 For each category, the number of reserves required (R) on a given day (D) will be
23 determined as follows:
24 a. LMD on D
25 *increased by*
26 b. B, the result of which will be rounded to the next higher integer and
27 *added to*
28 c. O.
29 d. Example one.
30 1) Assumptions:
31 a) Widebody Captain category.
32 b) D is a weekend day.
33 c) D falls within a summer bid period.
34 d) 215 published rotations scheduled to operate on D.
35 e) Formula is being applied 8 days prior to D.
36 f) The coefficient for an widebody Captain category on a weekend day in a
37 summer bid period is 12.36%.
38 2) Result:
39 R on D will be determined as follows:
40 a) LMD on D $215 \times 12.36\% = 26.57$
41 *increased by*
42 b) B $[26.57 + (26.57 \times 7.5\%) = 28.56]$, the result of which will be rounded to the
43 next higher integer (29) and
44 *added to*
45 c) O.
46 e. Example two.

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- 1) Assumptions:
- a) Narrowbody First Officer category.
 - b) D is a weekday.
 - c) D does not fall within a summer bid period.
 - d) 35 published rotations scheduled to operate on D.
 - e) Formula is being applied 3 days prior to D.
 - f) The category coefficient for a narrowbody First Officer category is 9.82%.
- 2) Result:
- R on D will be determined as follows:
- a) LMD on D ($35 \times 9.82\% = 3.44$)
increased by
 - b) B [$3.44 + (3.44 \times 5\%) = 3.61$], the result of which will be rounded to the next higher integer (4) and
added to
 - c) O.
3. A request to swap with the pot under **Section 23 H.** that meets the conditions set forth in **Section 23 H. 5.** will be granted if:
- a. the number of reserves available in the category (A) on the day(s) to be dropped is greater than the number of reserves required (R) on such days, or
 - b. application of the formula described in **Section 23 ~~W~~V. 5.** allows the swap request to be granted.
4. A request to move an X-day(s) that otherwise meets the eligibility requirements of **Section 12 ~~N~~M. 8.** will be granted if:
- a. the number or reserves available in the category (A) on the day(s) to be dropped is greater than the number of reserves required (R) on such days, or
 - b. application of the formula described in **Section 23 ~~W~~V. 5.** allows the X-day(s) move request to be granted.
5. Swap with the Pot and X-day Move Formula:
- a. Non-holiday application: A swap or X-day move request in which no day to be dropped falls within an APD holiday period as described in **Section 23 I. §10. a.** **Exception** will be granted if the sum of the negative differences of A-R on the days to be dropped > the sum of the negative differences of A-R on the days to be added.

Example: Assume a pilot is scheduled to fly rotation 4027 and wishes to swap it for rotation 4029. Assume further that the days to be dropped (13-15) do not lie within an APD holiday period. The swap would be granted because the sum of the negative differences A-R (-4) for the days to be dropped (13-15) is > the sum of the negative differences A-R (-5) for the days to be added (17-19). (The differences A-R on the 13th and 18th are not used in the calculation because they are positive, not negative, differences.)

Day	13	14	15	16	17	18	19
Rotation	4027	4027	4027		4029	4029	4029
Reserves Available	8	6	3		3	9	5
Reserves Required	7	7	6		6	7	7
Difference	1	-1	-3		-3	2	-2

Section 23 - Scheduling

			Total = -4				Total = -5
--	--	--	---------------	--	--	--	---------------

- 1
2
3 b. Holiday application: A swap or X-day move request in which a day to be dropped
4 falls within an APD holiday period as described in **Section 23 I. §10. a. Exception**
5 will be granted if, for each day to be dropped on which A is less than R, there is a day
6 to be added on which the negative difference of A-R < the negative difference of A-R
7 on the day to be dropped.

8 Exception: A swap or X-day move request will not be granted if, on a day to be
9 dropped that falls within the Christmas Day or Thanksgiving Day holiday period as
10 described in **Section 23 I. §10. a. Exception**, A is less than or equal to R.

11 Example: Assume a pilot is scheduled to fly rotation 4027 and wishes to swap it for
12 rotation 4029. Assume further that one or more of the days to be dropped (13-15)
13 falls within an APD holiday period other than the Christmas Day holiday period. The
14 swap would be denied because on the 15th, A is less than R and there is no day to be
15 added (17 – 19) on which the negative difference A-R < the negative difference A-R
16 (-3).
17

Day	13	14	15	16	17	18	19
Rotation	4027	4027	4027		4029	4029	4029
Reserves Available	8	6	3		3	9	5
Reserves Required	7	6	6		6	7	7
Difference	1	-1	-3		-3	2	-2

- 18
19 6. A request for a personal drop under **Section 23 I. §9.** will be granted if at the time of
20 processing, the application of the reserves required formula yields a result wherein the
21 number of reserves available in the category (A) on the dates of the rotation(s) or reserve
22 on-call day(s) to be dropped is greater than the number of reserves required (R) on such
23 days.
24 7. The Company and the Association will henceforth meet and confer upon the request of
25 either party to mutually review the application of **Section 23 ~~W~~V.** to ensure that it
26 continues to provide realistic operational reserve coverage.
27

28 ~~X~~W. Scheduling Committee

- 29
30 1. The MEC Scheduling Committee will:
31 a. have the right to meet with the Company prior to posting of bids to advise and consult
32 on:
33 1) proposed schedule changes,
34 2) the allocation and reallocation of flying time among bases,
35 3) other scheduling problems as they arise from time to time, and
36 4) other matters as otherwise provided in the PWA.
37 b. be notified of proposed schedule changes as far in advance as practicable.
38 c. be provided access to OSS data necessary to administer and enforce the PWA, (i.e.,
39 specific rotation and FAM histories). Such data will be provided to the Scheduling

Section 23 - Scheduling

1 Committee in an electronic format (if practicable) within two business days of an
2 Association request. Alternately, and at Company option, the Scheduling Committee
3 may be provided access to a computer terminal at the Company headquarters.

4 Exception: OSS data from a bid period that is prior to the previous bid period will be
5 provided to the Scheduling Committee as soon as practicable.

6 2. Access to Planning Data

7 The Company will provide the MEC Chairman or his designee with regular and timely
8 access to information that is required to monitor the administration of staffing and
9 planning provisions of the PWA and the daily assignment of rotations, including:

- 10 a. copy of rotations – monthly
 - 11 b. TP base statistical printout (pilots/credit hours) – monthly
 - 12 c. GS/GSWC/IA/IAWC assignments (duty periods)
 - 13 d. Pilots purged from seniority list
 - 14 e. Seniority list
 - 15 f. Category list
 - 16 g. Position cancellations and results
 - 17 h. Conversion list
 - 18 i. Monthly staffing spread sheet
 - 19 j. XCM list – monthly
 - 20 k. Pilot schedules
 - 21 l. Alphabetical list of pilots
 - 22 m. White slip, GS, yellow slip, pilot request history and award information
 - 23 n. Instructor line rotation schedule
 - 24 o. MAC operation information to include flight numbers, pilot rotations, scheduled and
25 actual block hours for each flight segment
- 26 3. The Company will provide either batch-print capability or print to file capability, at its
27 option, for the DBMS information required under **Section 23 ~~XW.~~ 2.**
- 28 4. PBS Audit Data – the Company will provide the MEC Chairman or his designee with
29 regular and timely access to information that is required to monitor the PBS line award
30 process, including for each category the following reports generated by PBS:
- 31 a. The Stats Report
 - 32 b. The Roster Report
 - 33 c. The Unstacking Report
 - 34 d. The Wide Report

36 ~~YX.~~ Commuting Policy

- 37
- 38 1. A commuting pilot is expected to arrive at his base with sufficient time and with adequate
39 rest prior to beginning scheduled duty.
- 40 2. A commuting pilot who is unable to report to his base as scheduled, due to an
41 interruption to his travel plans, will notify Crew Scheduling of his inability to report as
42 soon as possible. Crew Scheduling may, at its discretion:
 - 43 a. deadhead the pilot (without pay or credit) to join his rotation,
 - 44 b. place the pilot on his rotation when it transits his base (without a rotation guarantee),
 - 45 c. remove the pilot from the rotation without pay, or
 - 46 d. remove the reserve pilot from his on-call day without pay.

Section 23 - Scheduling

- 1 Note: Such day will be considered a non-fly day for purposes of **Section 23 S. 53. e.**
2 **and 64. b.**
- 3 3. A commuting pilot who travels to his base by air will not be eligible for treatment under
4 **Section 23 ~~YX. 2.~~** unless he has attempted to travel on at least two flights (on and/or off
5 line) that:
6 a. show adequate actual seat availability within 24 hours of the departure, considering
7 the pilot's seniority and the normal load factor of the flight; or, on which the pilot has
8 a jumpseat reservation,
9 b. are scheduled to arrive at his base at a reasonable time before his scheduled report,
10 and
11 c. are separated by at least two hours.
- 12 4. It is expected that a pilot will avail himself of **Section 23 ~~YX. 2.~~** on a rare basis.
- 13 5. A pilot who has demonstrated a pattern of inability to report as scheduled will be subject
14 to progressive disciplinary action.
- 15 6. If the FAA amends its policies to treat commuting time as a break in a pilot's rest period:
16 a. this commuting policy will be canceled, and
17 b. the Company and Association will seek agreement on a suitable replacement for this
18 commuting policy.

ZY. Miscellaneous, PBS Pay and Scheduling Examples

- 20
21
22 1. Daily rates for absences used in the examples below:
23 a. Vacation: ~~3:15~~**30** pay, no credit (see **Section 7 G. 1.**)
24 b. CQ Training: ~~3:45~~**4:00** pay, no credit (see **Section 11 B. 2. a. 1).**)
25 c. Qualification training: pro rata portion of the ALV, pay and credit (see
26 **Section 11 B. 1. a. and b.**)
27 d. Unpaid leave of absence: pro rata portion of the ALV (for line construction purposes
28 only) (see **Section 13 J.**)
- 29 2. When a regular pilot is scheduled for a known period of absence in the upcoming bid
30 period, his line is built within his LCW, including the value of the absence. Assume a
31 30-day bid period, with ALV = 75:00 and LCW = 67:30 to 82:30 in the following
32 examples.
- 33 a. Example 1 – Pilot is scheduled for seven days of vacation.
34 Result:
35 1) The value of the pilot's vacation is $7 \times 3:15 = 22:45$ **30 = 24:30**
36 2) Pilot is awarded a line with a value between 67:30 and 82:30 (including the value
37 of his vacation).
38 3) Pilot receives pay and credit for rotations flown and pay, no credit for the value of
39 his vacation.
- 40 b. Example 2 – Pilot is scheduled for four days of CQ training.
41 Results:
42 1) The value of the CQ training is $4 \times 3:45 = 154:00$ **= 16:00.**
43 2) Pilot is awarded a line with a value between 67:30 and 82:30 (including the value
44 of the CQ).
45 3) Pilot receives pay and credit for rotations flown and pay, no credit for the value of
46 his CQ training.

Section 23 - Scheduling

- 1 c. Example 3 – Pilot is scheduled for 16 days of qualification training.

2 Results:

- 3 1) The value of the qualification training is $16 \times 2:30 (75:00 / 30) = 40:00$.
4 2) Pilot is awarded a line with a value between 67:30 and 82:30 (including the value
5 of the qualification training).
6 3) Pilot receives pay and credit for rotations flown prior to his training, his
7 qualification training and the greater of the value of rotations awarded subsequent
8 to his scheduled training or OE trips flown.

- 9 d. Example 4 – Pilot is scheduled for ten days of military leave.

10 Results:

- 11 1) The value (for line construction purposes only) of the unpaid leave is $10 \times 2:30$
12 $(75:00 / 30) = 25:00$.
13 2) Pilot is awarded a line with a value between 67:30 and 82:30 (including credit for
14 the value of his unpaid leave of absence).
15 3) Pilot receives pay and credit for rotations flown.

- 16 3. When a reserve pilot is scheduled for a known period of absence in the upcoming bid
17 period, his X-days will be pro-rated for the absence under **Section 12 A.M. 2**. His reserve
18 guarantee will be reduced by a pro rata portion of the reserve guarantee for each day of
19 the absence, and he will be paid the value of the absence in addition to any other pay for
20 the bid period.

21 Exception: X-days will not be prorated for a period of absence due to CQ training.

22 Assume a 30-day bid period, with ALV = 75:00, a projected number of reserve lines less
23 than 20% of the number of pilots in the category, and a reserve guarantee of 73:00 hours
24 in the examples below.

- 25 a. Example 1 – Pilot has seven days of vacation in the bid period.

26 Results:

- 27 1) Pilot receives ten X-days.
28 2) Pilot's reserve guarantee is reduced by $1/30^{\text{th}}$ for each day of his vacation $(73:00 -$
29 $[7 \times 2:26]) = 55:58$ adjusted reserve guarantee for the bid period.
30 3) Pilot is paid $7 \times 3:15 = 22:45$ **$30 = 24:30$** for the vacation in addition to any other
31 pay for the bid period.

- 32 b. Example 2 – Pilot is scheduled for four days of CQ training.

33 Results:

- 34 1) Pilot receives 13 X-days.
35 2) Pilot's reserve guarantee is reduced by $1/30^{\text{th}}$ for each day of his CQ training
36 $(73:00 - [4 \times 2:26]) = 63:16$ adjusted reserve guarantee for the bid period.
37 3) Pilot is paid $4 \times 3:45 = 154:00 = 16:00$ for the CQ training in addition to any other
38 pay for the bid period.

- 39 c. Example 3 – Pilot is scheduled for 16 days of qualification training.

40 Results:

- 41 1) Pilot receives six X-days.
42 2) Pilot's reserve guarantee is reduced by $1/30^{\text{th}}$ for each day of his qualification
43 training $(73:00 - [16 \times 2:26]) = 34:04$ adjusted reserve guarantee for the bid
44 period.
45 3) Pilot is paid $16 \times 2:30 (75:00 / 30) = 40:00$ for the qualification training in
46 addition to any other pay for the bid period.

Section 23 - Scheduling

- 1 d. Example 4 – Pilot is scheduled for ten days of military leave.
- 2 Results:
- 3 1) Pilot receives nine X-days.
- 4 2) Pilot's reserve guarantee is reduced by $1/30^{\text{th}}$ for each day of his military leave
- 5 $(73:00 - [10 \times 2:26]) = 48:40$ adjusted reserve guarantee for the bid period.
- 6 3) Pilot receives no pay for the period of military leave.

1 SECTION 24

2
3 GENERAL

4
5 A. Non-Discrimination

6
7 The provisions of the PWA will apply equally to all pilots regardless of race, creed, color,
8 national origin, or sex.

9
10 B. Insurance Against Suits

11
12 The Company will provide liability insurance coverage protecting a pilot and his estate, to
13 the extent permitted by law, against suits by fellow employees and third parties arising out of
14 any alleged acts or omissions occurring within the course and scope of the pilot's
15 employment with the Company. Such insurance will be in an amount not less than one
16 billion dollars.

17
18 C. Notification of Changes

19
20 An order to a pilot involving a change in pilot base, promotion, demotion, furlough, or leave
21 of absence will be confirmed in writing and mailed to him.

22
23 D. Jumpseat

- 24
25 1. A pilot on active payroll status, a furloughed pilot (other than a pilot who has bypassed
26 recall), and an airman employed by an airline with whom the Company maintains a
27 reciprocal jumpseat usage arrangement will be afforded use of the cockpit jumpseat for
28 personal travel in accordance with rules and procedures established by the Company,
29 unless superseded by law or regulation.
- 30 2. The jumpseat booking window will be the same for all pilots for personal travel. An
31 expanded booking window will be available for SLIs and LCPs when traveling to
32 perform their SLI and LCP duties.
- 33 3. The recommendations of the MEC Jumpseat Committee will be considered in the
34 Company's establishment of jumpseat rules and procedures.
- 35 4. All "Jumpseat Flow Back" programs in place on October 30, 2008 will be maintained by
36 the Company as long as they continue to be reciprocal.
- 37 5. The Company will implement and maintain a Cockpit Access Security System (CASS).
- 38 6. On a flight on which a flight attendant jumpseat will not be occupied by a Delta flight
39 attendant (working or not), a pilot may occupy that jumpseat if no other seats are
40 available onboard the aircraft.

41
42 E. Changes in Uniforms

43
44 The Company will consider the recommendations of the MEC Chairman or his designee
45 before making any change in the style, color, or material of uniforms. Any such change will
46 not become effective until six months after notification to the pilots.

Section 24 - General

1 F. Copies of Agreement

2
3 The Company will make a printed copy of this PWA available to each pilot within 90 days
4 after its date of signing and to each entry level pilot at the time he is employed. An
5 electronic copy, in lieu of a printed copy, may be provided at pilot request. The Company
6 will publish and maintain the PWA on the Flight Operations website within 90 days after its
7 date of signing.

8 9 G. Company Identification Card

10
11 The Company will issue a pilot a Company identification card.

12 13 ~~H. Insurance for Training, Check, and Test Flights~~

14
15 ~~The Company will provide a pilot \$1,000,000 accidental death and dismemberment~~
16 ~~insurance coverage while he is on board Company training flights, check flights, or test~~
17 ~~flights. The pilot's beneficiary for such coverage will be the same as the beneficiary he~~
18 ~~designated for his Company provided life insurance coverage.~~

19 H. Notification of Changes to Flight Pay or Flight Time

20
21 The Company will provide email notification via the email address on file in DBMS to a
22 pilot whose flight times have been updated post-flight by a means other than ACARS.

23 24 I. Denial of Pay or Expenses

25
26 A pilot will be notified of the reason whenever the Company denies any item of pay or
27 expenses.

28 29 J. Association Business

- 30
31 1. A pilot may request to drop a rotation, a reserve on-call day or an SLI duty period to
32 conduct Association business when authorized by the MEC Chairman or his designee.
33 The Association will notify Crew Scheduling at the earliest opportunity of the pilot's
34 request. Such request will be granted unless doing so would cause a flight not to operate
35 or a training event not to be accomplished.
- 36 2. The Company will:
- 37 a. pay a pilot for financial loss incurred while on authorized Association business as if
 - 38 such pilot had remained on regular duty with the Company, and
 - 39 b. reimburse expenses associated with authorized Association business as mutually
 - 40 agreed by the Company and the Association.
- 41 3. Payments made under **Section 24 J. 2.** plus a 35.75% benefit/salary related expense
42 override will be reimbursed to the Company by the Association.
43 Exception: The Association will not be liable for flight pay and benefit override
44 reimbursement to the Company for payments made to the following elected and
45 appointed officials of the Delta Master Executive Council when conducting Association
46 business related to the Company:

Section 24 - General

- 1 a. Chairman
- 2 b. Vice Chairman
- 3 c. Executive Administrator
- 4 d. Secretary
- 5 e. Treasurer
- 6 f. Association-appointed member of the Company's Board of Directors
- 7 g. MEC members excluding LEC non-voting Secretary/Treasurers
- 8 h. Central Air Safety Chairman
- 9 i. Scheduling Committee Chairman
- 10 j. Retirement & Insurance Committee Chairman
- 11 k. Hotel Committee Chairman
- 12 l. DPAC Committee Chairman
- 13 m. Negotiating Committee (up to three members)
- 14 n. Crew Rest Optimization Team members (as provided in **Section 16 C. 34. a.)**)
- 15 o. Pilot members of the Flight Operations Quality Assurance (FOQA) monitoring
- 16 team while participating on the FOQA monitoring team
- 17 p. Pilot members of the IFOT while participating in IFOT duties
- 18 q. Pilot members of the ERC while performing ASAP duties
- 19 r. Pilot members of the FRMT while performing FMRT duties
- 20 s. Other pilots as mutually agreed by the Company and the Association
- 21 4. The Company and Association will agree upon a method and procedure for compliance
- 22 with **Section 24 J. 2.** and **3.**
- 23 5. The Association will reimburse the Company for the amount of premium pay that results
- 24 from an open time assignment (i.e., green slip, green slip with conflict, inverse
- 25 assignment, inverse assignment with conflict) that covered:
- 26 a. a rotation that a pilot dropped under **Section 24 J. 1.**,
- 27 b. one other rotation that originated on the same day as a rotation that a pilot dropped
- 28 under **Section 24 J. 1.**, or
- 29 c. one rotation that originated and released during each period of consecutive reserve
- 30 on-call days that a pilot dropped under **Section 24 J. 1.**
- 31 Note: **Section 24 J. 5.** will not apply to:
- 32 a. ALPA FOQA monitoring team members, ALPA ERC members, or ALPA IFOT
- 33 members.
- 34 b. Pilots under **Section 24 J. 3. Exception s.**, as mutually agreed by the Company and
- 35 the Association.
- 36 6. A rotation that a pilot dropped under **Section 24 J. 1.** that is awarded to another pilot via
- 37 a white slip or swap, and subsequently returned to open time for a reason other than an
- 38 ALPA drop, will not be subject to reimbursement to the Company under **Section 24 J. 5.**
- 39 7. Positive space coach on-line transportation (including DCI) will be provided to a pilot
- 40 engaged in approved Association business that is certified by the MEC Chairman.
- 41 a. The following pilots are eligible for such positive space coach on-line transportation:
- 42 1) a pilot serving ALPA in a national capacity as:
- 43 a) President, First Vice President, Vice President – Administration/Secretary,
- 44 Vice President – Finance/Treasurer or Executive Administrator, or
- 45 b) Executive Vice President.
- 46 2) an LEC:

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- 1 a) Chairman
- 2 b) Vice Chairman
- 3 c) Secretary/Treasurer
- 4 3) the MEC:
 - 5 a) Chairman
 - 6 b) Vice Chairman
 - 7 c) Executive Administrator
 - 8 d) Secretary
 - 9 e) Treasurer
 - 10 f) Association-appointed member of the Company's Board of Directors
 - 11 g) Negotiating Committee Members
 - 12 h) System Board Members
 - 13 i) Air Safety Representatives
 - 14 j) Merger Representatives
 - 15 k) Scheduling Committee Members
 - 16 l) Hotel Committee Members
 - 17 m) Jumpseat Committee Chairman
 - 18 n) Code Share Committee Chairman
 - 19 o) Professional Standards Committee Chairman
 - 20 p) Aeromedical Committee Chairman
 - 21 q) Communications Committee Chairman
 - 22 r) Membership Committee Chairman
 - 23 s) Aviation Security Committee Chairman
 - 24 t) SPC Chairman
 - 25 u) DPAC Chairman
 - 26 v) International Flying Committee Chairman
 - 27 w) Communications Technology Committee Chairman
 - 28 x) Stock Advisory Committee Chairman
 - 29 y) Retirement and Insurance Committee Chairman
 - 30 z) Training Committee Chairman
 - 31 aa) Strategic Planning Committee Chairman
 - 32 bb) Legislative Affairs Committee Chairman
 - 33 cc) PAN Chairman
 - 34 dd) Contract Administration Committee Members
 - 35 ee) FRMT Members
- 36 b. The Senior Vice President – Flight Operations or his designee may authorize first or
- 37 business class transportation for approved Association business.
- 38 c. The MEC Chairman will provide a standing positive space authorization list to Crew
- 39 Scheduling. This list will be updated monthly and:
 - 40 1) contain the names of all pilots specified in **Section 24 J. 7. a.**, and
 - 41 2) be kept on file with Crew Scheduling.
- 42 d. A pilot who is not on the standing positive space authorization list, but is required to
- 43 travel occasionally on ALPA business, may be placed on a temporary positive space
- 44 authorization list by the MEC Chairman. This list will be provided to Crew
- 45 Scheduling and updated monthly.

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- 1 e. A pilot on the standing or temporary positive space authorization list may reserve an
2 available seat by listing for Company Business travel thru TravelNet no earlier than
3 seven days prior to the date of travel.
- 4 f. In the event of an overbooked situation at departure time, unless the ALPA business
5 is critical, the member should release his seat and rebook on an alternative flight.
- 6 8. An LEC Chairman, Vice Chairman, and Secretary/Treasurer may drop a rotation or
7 reschedule reserve X-day(s) in order to conduct a monthly council meeting. If such LEC
8 Officers are regular pilots, they will be given first priority to white slip open time (by
9 telephoning Crew Scheduling) during that bid period to recover such dropped rotations.
- 10 9. The Association Board of Directors Member, MEC Chairman, Vice Chairman, Secretary,
11 Treasurer, Executive Administrator, and three MEC Negotiating Committee members
12 (“designated pilots”) will be paid as follows:
 - 13 a. a designated pilot who chooses to be removed from his category (under LOA # 1 –
14 Release from Duty for Association Business, paragraph 2. a. 1) or 2. b.) will be paid
15 to the ALV plus 5 hours, not to exceed 82 hours, at the rate of pay for the highest
16 position his seniority permits him to hold.
 - 17 b. a designated pilot who chooses to remain in his category (under LOA # 1 – Release
18 from Duty for Association Business, paragraph 2. a. 2)) will be paid at the rate of pay
19 of the highest position his seniority permits him to hold. This rate will be applied to
20 the hours shown on his line at the completion of the bid period.

21 22 K. Roster of Pilots’ Earnings

23
24 Prior to March 1st each year, the Company will furnish the Association a roster of pilots’
25 earnings for the previous calendar year, for the purpose of aiding the Association in
26 determining members’ annual dues. The names listed on the roster shall be limited to pilots
27 who received earnings under the provisions of the PWA during the previous calendar year.
28 A pilot’s earnings, as listed on the roster, will be the earnings reported on his W-2 form for
29 Federal income tax purposes.

30 31 L. Free and Reduced Rate Transportation

- 32
33 1. Free and reduced rate transportation privileges granted by Company policy to non-
34 contract personnel now or in the future, will be extended to pilots.
- 35 2. There will be no substantial reduction in on-line transportation privileges as a whole, for
36 pilots during the term of this PWA.

37 Note: The Company may charge a yearly pass usage fee that will be the same charge as for
38 other employees, but will not exceed \$50 per year per primary pass rider.

39 40 M. Central Air Safety Committee

41
42 The MEC Central Air Safety Committee will have the right to meet with the Company
43 concerning safety and operational matters.
44

Section 24 - General

1 N. Direct Paycheck Deposit

2
3 A pilot may direct the Company to electronically deposit his paychecks directly in the
4 domestic financial institution of his choice capable of processing such a deposit.
5

6 O. Recording Devices

- 7
8 1. The Company has no plans to utilize any recording system or device currently aboard the
9 aircraft or to be added to its aircraft for any purpose other than the maintenance and
10 accident investigation purposes for which such equipment is intended.
11 2. If installation of any recording system or device is required which might be used for a
12 purpose other than that stated herein, the Delta MEC Chairman will be advised and
13 conferences will be scheduled within 90 days.
14 3. Information from FOQA devices, cockpit voice recorder (CVR) devices, or cockpit video
15 recordings will not be used against a pilot in any manner in a disciplinary case.
16 4. The Company will give notice to the MEC Chairman prior to responding to litigation
17 discovery seeking recording device information.
18 5. Unless mandated by law:
19 a. there will be no video recordings in the cockpit.
20 b. the Company will not install recording devices not currently on the aircraft for the
21 sole purpose of monitoring pilot performance.
22 c. new aircraft will not be equipped with recording devices, not currently in the fleet, for
23 the sole purpose of monitoring pilot performance.
24

25 P. ALPA Access to Pilot Mailboxes

26
27 The Association retains the right to use the pilot mailboxes for ALPA communications
28 consistent with established past practice.
29

30 Q. Drug and Alcohol Screening

- 31
32 1. A pilot will not be subject to drug or alcohol screening, other than “return to duty” and
33 “follow-up testing,” unless required by law or regulation.
34 Exception: A pilot will be subject to “reasonable cause” drug and alcohol testing in
35 accordance with the following: When reasonable cause exists, based on observable and
36 objective criteria (e.g., articulable observation of the pilot’s appearance, behavior, speech,
37 or body odors) of probable drug or alcohol use by a pilot, a Flight Operations
38 management pilot (Base Flight Operations Manager or above) may direct that the pilot be
39 required to submit to drug and/or alcohol testing. Reasonable cause must be established
40 by direct observation by at least one management official in consultation with another
41 management official who is trained in detecting the indications of drug and alcohol use.
42 Such officials must concur in the decision to recommend that the pilot be tested. Once
43 the determination is made, the testing will be accomplished as soon as practicable. The
44 reason for any delay will be documented. Reports and observations will be documented.
45 2. Unless prohibited by law or regulation, in the event that the laboratory conducting the
46 initial testing of a pilot’s urine sample reports to the Company’s Medical Review Officer

Section 24 - General

- 1 (MRO) that the sample has been substituted or adulterated, the pilot will be given the
2 opportunity to:
- 3 a. provide any information he believes is relevant to the MRO, before the MRO makes a
4 final determination as to whether the sample will be reported to the Company and the
5 DOT as substituted or adulterated.
- 6 b. direct that his split sample be sent to a second laboratory for analysis. If the second
7 laboratory does not confirm that the sample is substituted or adulterated, the initial
8 test results will be disregarded and no action will be taken against the pilot.
- 9 3. Drug and alcohol testing screening methodology will comply with DOT regulations.
- 10 4. No blood screening or other invasive tests (i.e., a procedure that includes piercing of the
11 skin, or insertion of an instrument into a body cavity) unless required by law or
12 regulation.
- 13 5. A pilot will be supplied with the laboratory report concerning his positive test as soon as
14 reasonably possible.
- 15 6. Upon his request, a pilot will be provided information concerning his positive test result
16 including:
- 17 a. the drug/alcohol equipment calibration records pertaining to his test.
- 18 b. the quality control data pertaining to his test.
- 19 c. the actual test results.
- 20 7. The Company will give the Association 90 days' notice of any proposed material change
21 to any drug or alcohol testing program, unless the change is mandated by law or
22 regulation to occur sooner than 90 days.
- 23 8. The Director – Health Services and the ALPA Aeromedical Advisor will jointly agree
24 upon an independent laboratory inspector, to be contracted at Company expense, to
25 inspect any laboratory utilized by the Company for drug and/or alcohol testing. The
26 ALPA Aeromedical Director will be given access to:
- 27 a. such independent laboratory inspector.
- 28 b. the HHS designated “responsible person” for any laboratory used by the Company for
29 drug screening.
- 30 c. current National Laboratory Certification Program (NLCP) certification
31 documentation for such laboratory.
- 32 9. The Company will provide ALPA with statistical information contained in the
33 Company's required annual report to the FAA on the number of pilot:
- 34 a. negative tests.
- 35 b. positive tests.
- 36 c. refusals to test.
- 37 10. Due consideration will be given to the recommendations of the ALPA Aeromedical
38 Director in the selection and retention of the Company's MRO.
- 39 11. A pilot's duty period will include the time required to undergo drug or alcohol testing or
40 screening.
- 41

Section 24 - General

1 R. Recording of Telephone Conversations
2

- 3 1. Provided such recordings are not inconsistent with applicable legal or regulatory
4 requirements, the Company will create and maintain recordings of telephone voice
5 communications between a pilot and the following offices of the Company:
6 a. Crew Scheduling.
7 b. Crew Tracking.
8 c. Crew Resources, including Crew Resource Planners, Crew Planners, and Training/OE
9 Planners.
10 2. A pilot who makes a telephone call to, or receives a telephone call from Crew
11 Scheduling, Crew Tracking, or Crew ~~Tracking~~Resources will be notified at the beginning
12 of the call that a recording of the communication is being created. This notification may
13 be conveyed in a recorded message or via periodic beeps.
14 3. Once a recording has begun, it will run continuously, with no ability to selectively start
15 and stop such recording.
16 4. The Company will maintain such recordings for a period of not less than six months from
17 the date of the conversation.
18 5. Upon written request, the Association will be granted access to, and copies of recordings
19 between a specific pilot and a specific scheduler-~~or~~, Crew Tracking coordinator-, or Crew
20 Resources representative. The request will designate the pilot's name, date and
21 approximate time of the call, and if known, the name of the ~~Crew Scheduler or Crew~~
22 ~~Tracking coordinator~~Company representative on the call.

23
24 S. Parking
25

26 The Company will provide free parking while a pilot is on duty, for one vehicle at one pilot
27 or Company flight attendant base, of the pilot's choice.
28

29 T. Association Access to New Hire Pilots
30

31 The Association will be allowed at least 90 minutes during the Company new hire pilot
32 indoctrination training, at the end of a day (excluding Friday), to address new hire pilots.
33

34 U. E-mail Address
35

36 The Company will provide a Company email address for each pilot. Such email address will
37 not be used by the Company for any communication that the pilot is required to acknowledge
38 or for which he will be held accountable for knowing.
39

1 V. Data Collection and Fatigue Risk Management

- 2
- 3 1. The Fatigue Risk Management Team (FRMT) is a technical body consisting of no more
- 4 than two members appointed by the Association and two members appointed by the
- 5 Company. The FRMT will:
- 6 a. advise the Company on matters related to managing the risk of pilot fatigue and
- 7 operations conducted under a Fatigue Risk Management System (FRMS), and
- 8 b. administer data collection efforts to be conducted by the Company.
- 9 2. A data collection effort must:
- 10 a. Require no onerous, excessive, or unsafe efforts by participants,
- 11 b. Bear a reasonable relationship to the Company's current or planned operations or
- 12 FAA/PWA flight and duty time rules or regulations, and
- 13 c. Not be inappropriate or unjustified.
- 14 3. A data collection effort may address any of the following:
- 15 a. Patterns of sleep
- 16 b. Alertness
- 17 c. Cognitive performance
- 18 d. Cumulative fatigue
- 19 e. Mood
- 20 f. Circadian rhythm disruption
- 21 g. Quality of crew rest facilities
- 22 h. Rest prior to, during, and following select rotations
- 23 i. Other matters as determined by the FRMT
- 24 4. A data collection effort may be initiated to provide support for a planned FRMS
- 25 regulatory submission to the FAA. Such planned FRMS must be specific in nature
- 26 including, but not limited to, the FAR in question. The purpose of the planned FRMS
- 27 will be stated to the FRMT in advance of any data collection effort.
- 28 5. Approval for a data collection effort will not be unreasonably withheld by the FRMT. In
- 29 the event the team is unable to resolve a dispute regarding the initiation of a data
- 30 collection effort:
- 31 a. The matter may be referred by either party's team leader to the Senior Vice President
- 32 – Flight Operations or the MEC Chairman, as applicable.
- 33 b. If the matter remains unresolved within 30 days after referral, the parties will select a
- 34 mediator/arbitrator (neutral) under the provisions of Section 19 of the PWA.
- 35 c. Mediation will commence immediately and will last up to 15 days.
- 36 d. If the matter remains unresolved 15 days after the commencement of mediation, the
- 37 parties may submit a written statement regarding the reasons they believe approval of
- 38 the data collection effort was reasonably or unreasonably withheld, as applicable,
- 39 within 10 days after the conclusion of mediation.
- 40 e. The neutral will issue an award either approving or disapproving the initiation of a
- 41 data collection effort under this MOU.
- 42 f. The timelines in this process may be extended by mutual agreement of the parties.
- 43 6. The Company will solicit the voluntary participation of pilots in data collection efforts.
- 44 No disciplinary or retaliatory action will be taken against a pilot based on information
- 45 reported by the pilot or the results of such effort, or against a pilot who chooses not to
- 46 participate. After consultation with the FRMT, the Company may terminate a pilot's

- 1 participation in the data collection at any time if the Company, the FRMT, or any
2 participating scientists, consultants, or advisors determine it is not in the best interest of
3 the pilot to continue participation.
- 4 7. When a pilot is asked to participate in an effort, he will be provided an Information Sheet
5 that will describe the nature of the data collection effort, its length and scope, and the
6 procedures and requirements of participation. The Information Sheet will also describe
7 how data from the effort will be managed, along with any risks, discomforts and
8 inconveniences associated with participating and each participant's rights as a member of
9 the effort.
- 10 8. A pilot who completes a data collection effort will receive the greater of \$125 per
11 rotation or \$36.75 per day of the data collection effort in 2012. This amount will be
12 increased by 5% each year thereafter.
- 13 9. A pilot may withdraw from participation in a data collection effort at any time. A pilot
14 who withdraws from a data collection effort prior to its completion will not receive any
15 payment. Failure of a pilot to complete all required documentation of a data collection
16 effort will be considered to be withdrawal from such effort.
- 17 10. A pilot who alters his schedule through PCS or the Swap Board after he has begun
18 participation such that he no longer has a schedule appropriate for participation in the
19 data collection effort will not receive any payment.
- 20 11. A pilot who, through no fault of his own or under **Section 24 V. 5.**, is unable to complete
21 the data collection effort will be paid for his actual participation.
- 22 12. A pilot who agrees to participate in the study will be briefed by Company personnel or
23 any participating scientists, consultants or advisors on the nature and requirements of the
24 data collection effort, and will be permitted to ask questions regarding the study. Such
25 pilot will be provided with an appropriate Participant Consent Form.
- 26 13. A pilot who participates in a data collection effort will be assigned a participant
27 number/code to be associated with the data collection effort, and all collected data will be
28 de-identified in any reports or publications. Neither the Company nor the Association
29 will have access to identified data.
- 30 14. A pilot who participates in a data collection effort will be permitted to review and discuss
31 the results of his personal data with participating scientists, consultants, or advisors who
32 have access to identified data.
- 33 a. The Company will ensure that participating scientists, consultants, or advisors do not
34 forward identified data or individual information to any other individual or entity
35 except as may be required by law or court order.
- 36 b. The Company will give notice to the ALPA FRMT members and MEC Chairman
37 prior to responding to litigation discovery seeking identified data or individual
38 information.
- 39 c. De-identified data may be shared within FAA and/or industry-based studies.
- 40 15. Data derived from a participant who does not complete a data collection effort will be
41 destroyed.
- 42 16. The FRMT will meet within 15 days of the Company's decision to pursue approval from
43 the FAA for any operation the Company desires to conduct outside of the FAA regulatory
44 flight and duty time prescriptive limits under an FRMS. Upon review, the FRMT will
45 provide its recommendations to the Senior Vice President-Flight Operations. The
46 Company will review the final version of the regulatory submission with the FRMT prior

Section 24 - General

1 to filing with the FAA and the submission will be consistent with the originally stated
2 purpose of the data collection effort previously approved by the FRMT.
3

4 W. Company-Provided Electronic Tablet Devices 5

- 6 1. A Company-provided electronic tablet device will:
 - 7 a. be provided at no cost to the pilot and will include an appropriate protective cover
8 and powered keyboard,
 - 9 b. contain software that enables a pilot to create a personal profile for the pilot's
10 personal use, and
 - 11 c. include a charger and an international adapter to allow for charging in available
12 outlets.
- 13 2. The Company acknowledges and agrees that a pilot's personal profile on the tablet is his
14 own personal property, and the information and data in such space is private and
15 confidential. The Association acknowledges and agrees that information and data
16 provided by the Company through the AirWatch application, other similar application(s)
17 or other Company-provided software or application is Company property and such data
18 may be monitored, replaced, or deleted by the Company.
- 19 3. Other than as provided in **Section 24 W. 6.**, the Company will not remotely manage a
20 pilot's personal profile of the tablet without his consent, including:
 - 21 a. collecting data,
 - 22 b. adding or removing accounts and restrictions,
 - 23 c. listing, installing, and managing device apps, and
 - 24 d. remotely erasing data.
- 25 4. The tablet software will permit a pilot to erase the entirety of his personal profile at any
26 time. In addition, upon return of the device to the Company, the tablet's entire profile
27 (personal and Company) will be erased and reset.
- 28 5. A pilot will not be liable for a damaged or stolen tablet, except in the case of gross
29 negligence or willful misconduct. A replacement fee may be assessed for a lost tablet,
30 subject to Company policy. The Company will meet and confer with the Association
31 regarding the implementation and any changes to such policy. In no case will such
32 replacement fee be greater than \$200.
- 33 6. A pilot will promptly report to the Company that his tablet has been lost or stolen. Only
34 in such event and for the purposes of maintaining the security of Company and personal
35 data, the Company may activate a feature on the device to:
 - 36 a. remotely reset and erase all data on the device, and
 - 37 b. track the location of the device.
- 38 7. Information or data, including, but not limited to, audio or video recordings or
39 transmissions, from a tablet will not be used against a pilot in any manner in a
40 disciplinary case, other than for failure to maintain and update information provided by
41 the Company through the AirWatch application, other similar application(s), or other
42 Company-provided software or application, as required by Delta Flight Operations or the
43 FAA.
- 44 8. Other than provided in **Section 24 W. 6.** and except as may be required by law, above, the
45 Company will not use the tablet to determine, monitor, or track a pilot's location for any
46 purpose including, but not limited to, disciplinary purposes.

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- 1 9. Upon request of either party, the Company and Association will meet to discuss issues
- 2 associated with the implementation of any new device.

1 SECTION 25

2
3 MEDICAL, DENTAL, LIFE INSURANCE, AND OTHER BENEFITS

4
5 A. Definitions

- 6
7 1. “13 B. 3. pilot” means a former pilot removed from the seniority list under **Section 13 B.**
8 **3.**, on or after June 1, 2006, who is receiving disability benefits from the D&S Plan.
9 Upon cessation of disability benefits, termination or retirement, such former pilot will
10 cease to be a 13 B. 3. pilot.
- 11 2. “Active payroll status” means the status of a pilot who is not on inactive payroll status.
- 12 3. “Base premium” means the premium developed each year separately for each of the
13 options offered under the DPMP, for retirees and survivors, from the combined
14 experience of a population composed of all retirees and survivors (pilot retirees and
15 survivors and other retirees and survivors) participating in the DPMP and the Delta
16 Health Plan, excluding HMOs and fully insured options. In the case of the premium
17 attributable to children of pilot retirees, such base premium will be based on the
18 combined experience of all dependents participating in the DPMP and the Delta Health
19 Plan excluding HMOs and fully insured options. Such base premium will be developed
20 by the Company’s actuary using reasonable actuarial assumptions and methods that are
21 designed to determine such base premium in the actuary's best professional judgment.
22 The Company’s calculation of the DPMP base premium will be subject to review by the
23 Association. The Company will provide to the Association by June 15th of each year,
24 data, assumptions, and methodologies used to determine such costs and base premium.
25 The Association may provide comments on such analysis under the DPMP by July 7th,
26 and the Company's actuary will consider such comments in making its final
27 determination of the base premium. The methodology for determining the base premium
28 will be applied separately to develop pre-Medicare eligibility age and post-Medicare
29 eligibility age premiums.
- 30 4. “D&S Plan” means the Delta Pilots Disability and Survivorship Plan, as Amended and
31 Restated, Effective ~~July~~January 1, ~~1996~~2011, as amended. A reference in the PWA to the
32 D&S Plan will exclude the NWA LTD Plan unless such reference in the PWA states
33 otherwise.
- 34 5. “Delta Health Plan” means the non-collectively bargained medical and dental plan
35 offered to flight attendants and ground employees and to retirees until age 65 (including
36 HMOs, if applicable, and the no coverage option).
- 37 6. “Delta Pilots Medical Plan” (DPMP) means the collectively bargained medical and dental
38 plan available to pilots, 13 B. 3. pilots, and pilot retirees under **Section 25**. The DPMP
39 offers the options enumerated in **Section 25 G. 1**.
- 40 7. “Disability status,” “disability,” or “disablement” means being eligible for and receiving
41 disability benefits from the D&S Plan.
42 Note one: A 13. B. 3. pilot is considered in disability status, disability, or disablement
43 until cessation of disability benefits, retirement, or termination.
44 Note two: A pilot (or 13 B. 3. pilot) who has reached the maximum period of disability
45 under the D&S Plan for psychiatric conditions, alcoholism, and/or drug abuse is not on
46 disability status, disability or disablement after the end of that period of disability.

Section 25 – Medical, Dental, Life Insurance and Other Benefits

1 Exception: This definition does not apply to a NWA disabled pilot.

- 2 8. “Eligible family member” for the purposes of **Section 25** means eligible family member
3 as defined in the DPMP. An eligible family member is not eligible for the DPMP or
4 Delta Health Plan upon reaching Medicare eligibility age.

5 Exception: An eligible family member described in **Section 25 B. 1.** ~~Note, Section 25-C.~~
6 ~~4. a., and Section 25-D. 3. a.~~ **Note** will remain eligible for the DPMP or Delta Health Plan
7 upon reaching Medicare eligibility age.

- 8 9. **“FAA leave” means a leave of absence described in Section 13 K.**

9 10. “FAA mandatory retirement age” means the latest age under Part 121 of the FARs
10 or other applicable statutes that a pilot can serve as a PIC or SIC.

11 11. “FMLA leave” means a leave of absence described in **Section 13 H.**

12 12. “Former NWA pilot” means a pilot who was an employee of NWA and whose name
13 appeared on the NWA seniority list on the day preceding October 30, 2008.

14 13. “HMO above composite premium” means the amount charged by an HMO in excess of
15 the composite amount the Company contributes to the cost of the Delta Health Plan
16 (other than an HMO).

17 14. “Inactive NWA pilot” means a former NWA pilot who on October 30, 2008 was not in
18 active payroll status, including but not limited to furlough, military leave exceeding 30
19 consecutive days, personal leave, family leave, medical leave, maternity leave or
20 disciplinary suspension and has not returned to active payroll status as described in
21 **Section 25 V. 4. c.**

22 Note: A NWA disabled pilot is not an inactive NWA pilot.

23 15. “Inactive payroll status” means the status of a pilot who is furloughed, receiving benefits
24 under the D&S Plan, military leave that exceeds 30 consecutive days, medical leave,
25 personal leave (other than known personal leave), FMLA leave, **FAA leave,** maternity
26 leave, or a pilot on a disciplinary suspension.

27 16. “Medicare disabled” means becoming eligible for Medicare benefits for a reason other
28 than attainment of Medicare eligibility age.

29 17. “Medicare eligibility age” means the age at which an individual may apply for hospital
30 insurance benefits under part A of Medicare as set forth in 42 U.S.C. 426(a)(1).

31 18. “NWA” means Northwest Airlines, Inc.

32 19. “NWA CBA” means the terminated NWA pilots' collective bargaining agreement that
33 was in effect on the day preceding October 30, 2008.

34 20. “NWA disabled pilot” means a former NWA pilot whose disabling condition arose prior
35 to October 30, 2008 and either (a) is eligible for and receiving disability benefits from
36 either the NWA Pension Plan or the NWA LTD Plan, or (b) is a pilot who was eligible
37 for and receiving disability benefits from the NWA Pension Plan until he attained age 60
38 on or after December 13, 2007 whether or not he commenced normal retirement benefits
39 at age 60 or older from the NWA Pension Plan or the NWA Excess Plan.

40 21. “NWA LTD Plan” means the Northwest Airlines LTD Plan for Pilot Employees as
41 incorporated in the D&S Plan.

42 22. “NWA Pension Plan” means the Northwest Airlines Pension Plan for Pilot Employees, as
43 amended.

44 23. “NWA seniority list” means the NWA integrated pilots’ system seniority list.

45 24. “OOA” means Out-of-Area.

46 25. “Pilot retiree” means a pilot (or 13 B. 3. pilot) who retired after June 1, 2006 or a former

Section 25 – Medical, Dental, Life Insurance and Other Benefits

1 NWA pilot who retired after October 30, 2008.

2 Exception: A NWA disabled pilot is not a pilot retiree.

3 26. “PPO Option B” means the plan providing medical and dental benefits that was in effect
4 under the NWA CBA, as amended.

5 27. “Retired” means the termination of employment of a pilot (or 13 B. 3. pilot) after

6 attaining age 50 but prior to:

7 a. death,

8 b. resignation or quit,

9 c. discharge by the Company,

10 d. failure to return to work:

11 1) upon expiration of approved medical or military leave of absence,

12 2) upon recall after furlough, or

13 3) before the date of the expiration of re-employment rights required by law.

14 or

15 e. expiration of furlough status without a return to work.

16 Note: A NWA disabled pilot is not considered retired.

17 ~~27. “Retirement date” means the early, normal, late or deferred retirement date (but not~~
18 ~~terminated vested benefit commencement date), whichever is applicable, as defined in the~~
19 ~~Delta Pilots Retirement Plan, the DC Plan, or the NWA Pension Plan.~~

20 28. “Survivor” or “eligible survivor” means the spouse or child of a deceased pilot, 13 B. 3.
21 pilot or pilot retiree, as defined in the D&S Plan.

22 Exception: The spouse or child of a deceased NWA disabled pilot is not a survivor or
23 eligible survivor as those terms are defined in the D&S Plan.

24 29. “Total projected costs” for the DPMP for each calendar year will be determined by an
25 actuary selected by the Company and will be developed from the combined experience of
26 a population composed of all of the Company's active employees participating in medical
27 and dental plans excluding HMOs and fully insured options. The Company's actuary will
28 use reasonable actuarial assumptions and methods that are designed to determine such
29 total projected costs in the actuary's best professional judgment. By June 15th of each
30 year, the Company will provide to the Association the actuary's detailed preliminary
31 determination of what the total projected costs will be for the following calendar year.
32 The Association may provide comments on such analysis by July 7th, and the Company's
33 actuary will consider such comments in making its final determination of total projected
34 costs.
35

Section 25 – Medical, Dental, Life Insurance and Other Benefits

1 B. Pre-Retirement Medical and Dental Benefits

- 2
3 1. Each pilot (and each 13 B. 3. pilot) who has not opted out of coverage as described in
4 **Section 25 I. 4.** will be eligible to elect each year for himself and his eligible family
5 members either the DPMP or the Delta Health Plan; provided, however, a pilot (or 13 B.
6 3. pilot) who becomes Medicare disabled will be eligible to elect only the DPMP OOA or
7 the applicable Delta Health Plan OOA option for himself and his eligible family
8 members.

9 Note: Where an electing pilot (or 13 B. 3. pilot) has not become Medicare disabled, each
10 enrolled eligible family member will be covered by the DPMP or Delta Health Plan
11 option elected by the pilot (or 13 B. 3. pilot), whether or not the eligible family member
12 becomes Medicare disabled or reaches Medicare eligibility age.

13 Exception one: A pilot on inactive payroll status (or a 13 B. 3. pilot) who is described in
14 **Section 25 I. 4.** will not be eligible for such election.

15 Exception two: A furloughed pilot (other than one who is described in **Section 25 I. 4.**)
16 is eligible for such election only during the period in which he is eligible to receive
17 furlough pay (or during the period in which he would have been eligible for furlough pay
18 in the absence of **Section 21 B. 9.**).

19 Exception three: A NWA disabled pilot or inactive NWA pilot may elect only the PPO
20 Option B and will pay the premium structure that would have been required under the
21 NWA CBA (e.g., the premium structure under the NWA CBA applicable to recipients of
22 disability benefits under the NWA Pension Plan or NWA LTD Plan or the premium
23 structure under the NWA CBA applicable to an inactive pilot in the particular inactive
24 status).

- 25 ~~2. Effective January 1, 2013, the 2. The premium required for the medical and dental~~
26 ~~coverage for each option under the DPMP by an individual who is eligible for the~~
27 ~~election in **Section 25 B. 1.** will be 22% of total projected costs for the applicable year of~~
28 ~~coverage.~~

29 Exception: A pilot who is on a leave of absence that exceeds 30 days (including a pilot
30 who has reached the maximum period of disability under the D&S Plan for psychiatric
31 conditions, alcoholism, and/or drug abuse, but not including a pilot on FMLA leave, on
32 FAA leave, on known personal leave, or on disability status), or a pilot on suspension
33 without pay that exceeds 60 days, must pay a monthly premium equal to the full cost of
34 such coverage, in accordance with procedures established by the Company.

- 35 3. For each option under the Delta Health Plan the premium will be determined by the
36 Company. The premium paid by pilots (or 13 B. 3. pilots) will be the same as it is for all
37 other active Delta employees who have coverage under that plan, based on the options
38 selected, including any additional HMO above composite premium in the case of a pilot
39 (or 13 B. 3. pilot) enrolled in an HMO.

40 Exception: A pilot who is on a leave of absence that exceeds 30 days (including a pilot
41 who has reached the maximum period of disability under the D&S Plan for psychiatric
42 conditions, alcoholism, and/or drug abuse, but not including a pilot on FMLA leave, on
43 FAA leave, on known personal leave, or on disability status), or a pilot on suspension
44 without pay that exceeds 60 days, must pay a monthly premium equal to the full cost of
45 such coverage, in accordance with procedures established by the Company.

Section 25 – Medical, Dental, Life Insurance and Other Benefits

- 1 4. The Company will pay the cost of reasonable and necessary hospital and medical
2 expenses incurred as a result of occupational injury or illness.
- 3 5. It is recognized that the Company will have the right to select the claims processors, plan
4 administrators, trustees, plan record keepers, plan named fiduciaries, and plan carriers for
5 the DPMP and may change such entities at any time and for any reason.
- 6 6. The Company will establish flexible spending account plans (FSA Plans) in which a pilot
7 while on active payroll status ~~may participate, and effective January 1, 2013, in which a~~
8 ~~pilot on or~~ disability status (or a 13 B. 3. pilot) may participate.
 - 9 a. The FSA Plans will be designed by the Company and may be modified from time to
10 time at the Company's discretion, including modification of the maximum
11 contributions to such FSA Plans.
 - 12 b. The FSA Plans will consist of two accounts, one for the payment of healthcare
13 expenses (full purpose or, if enrolled in the high deductible options under the Delta
14 Health Plan, limited purpose) and the other for payment of dependent care expenses.
15 The maximum amount that may be contributed to the healthcare account per year will
16 be limited to the lesser of \$10,000 or the maximum allowed by law (\$2,~~500~~550 in
17 ~~2013~~2016). The maximum amount that may be contributed to the dependent care
18 account will be limited to the maximum allowed by law (\$5,000 in ~~2013~~2016). A
19 pilot (or 13 B. 3. pilot) will be permitted to contribute a portion of his salary into one
20 or both accounts on a pre-tax basis. These pre-tax contributions will not reduce pay-
21 related benefits provided by the Company. ~~Effective January 1, 2013, a~~A pilot on
22 disability status (and a 13 B. 3. pilot) will be permitted to contribute a portion of his
23 disability benefit into an FSA account(s) on a pre-tax basis.
 - 24 c. Money contributed by a participant to ~~an~~ a full purpose or limited purpose healthcare
25 FSA account during a calendar year that is not used by the following March 31st for
26 reimbursement of eligible expenses incurred during such calendar year will be rolled
27 over to either a full purpose or limited purpose FSA (as elected by the participant) for
28 reimbursement of eligible expenses incurred in the following calendar year to the
29 extent permitted by law. Any unused amount in excess of the amount permitted by
30 law to be rolled over will be forfeited. If a participant does not elect a full purpose or
31 limited purpose FSA for the following year, then the rolled over amount will be
32 available for only the next following calendar year and will not thereafter roll over to
33 future years. Money contributed by a participant to a dependent care FSA account
34 during a calendar year that is not used by the following March 31st for reimbursement
35 of eligible expenses incurred during such calendar year will be forfeited.
 - 36 d. The FSA Plans will allow a participant to make mid-year changes (up or down) to his
37 dependent care account contribution level, if he experiences a “change in family
38 status” event, to the full extent allowed by applicable law.
 - 39 e. The FSA Plans will allow a participant to make mid-year changes to increase his
40 healthcare account contribution level, if the participant experiences a “change in
41 family status” event (as set forth in the most recent DPMP Healthcare Benefits
42 Handbook: Delta Pilots Medical Plan, to the extent permitted by applicable law).
- 43 7. Any premiums required to be paid by a pilot on active payroll status or disability status
44 (or a 13 B. 3. pilot) for medical and/or dental coverage may be paid on a pre-tax basis
45 through a vehicle determined by the Company to be appropriate to achieve such
46 purposes, including a premium conversion plan or cafeteria plan. Premiums may not be

Section 25 – Medical, Dental, Life Insurance and Other Benefits

1 paid from an FSA.

2 8. The medical and dental coverages under **Section 25 B. 1.** and the FSA Plans under
3 **Section 25 B. 6.** may, at the Company's discretion, be provided to pilots on active payroll
4 status or disability status (or 13 B. 3. pilots) through a cafeteria plan(s) as defined in
5 Section 125 of the Internal Revenue Code of 1986, as amended.

6 ~~9. Effective January 1, 2013, the~~9. The Company will permit contributions that are
7 made to a Health Savings Account (HSA) designated by the Company (in ~~2012~~2016, the
8 OptumHealth Bank HSA) to be made on a pre-tax basis directly from a participant's pay
9 or from disability benefits from the D&S Plan, as applicable. These contributions each
10 pay period will be in an amount elected by the pilot (or 13 B. 3. pilot), subject to the
11 applicable annual dollar limit in place for that year under Section 223(b) of the Internal
12 Revenue Code.

13 10. Effective January 1, 2018, medical coverage and dental coverage under the DPMP may
14 be elected separately under Section 25 B. Only a participant who elects medical
15 coverage under the DPMP is eligible to elect dental coverage under the DPMP.

16 C. Medical and Dental Benefits for Pilot Retirees

17 1. Normal (age 60+) pilot retirees

18
19 Each pilot (or 13 B. 3. pilot) who retires from active service or disability on or after age
20 60 will be eligible until he reaches Medicare eligibility age to elect each year for himself
21 and his eligible family members until they reach Medicare eligibility age either the
22 DPMP then in effect for pilots or the Delta Health Plan, under **Section 25 C. 3.** No
23 minimum period of service is required. The pilot retiree may also be eligible to elect the
24 COBRA option and, under **Section 25 SQ.**, upon expiration of the maximum COBRA
25 period, to enroll in retiree coverage under the DPMP or the Delta Health Plan until he
26 reaches Medicare eligibility age.

27
28 ~~Exception: A pilot retiree who is described in Section 25 C. 4. a. and his eligible family~~
29 ~~members will remain eligible for coverage under the DPMP OOA upon reaching~~
30 ~~Medicare eligibility age.~~

31 2. Early (before age 60) pilot retirees

32 Each pilot (or 13 B. 3. pilot) who elects voluntary early retirement on or after age 50 and
33 before age 60 will be eligible until he reaches Medicare eligibility age to elect each year
34 for himself and his eligible family members until they reach Medicare eligibility age
35 either the DPMP then in effect for pilots or the Delta Health Plan, under **Section 25 C. 3.**
36 No minimum period of service is required. The pilot retiree may also be eligible to elect
37 the COBRA option and, under **Section 25 SQ.**, upon expiration of the maximum COBRA
38 period and until he reaches Medicare eligibility age, to enroll in retiree coverage under
39 the DPMP or the Delta Health Plan.

40 ~~Exception: A pilot retiree who is described in Section 25 C. 4. a. and his eligible family~~
41 ~~members will remain eligible for coverage under the DPMP OOA upon reaching~~
42 ~~Medicare eligibility age.~~

Section 25 – Medical, Dental, Life Insurance and Other Benefits

3. Medical and dental options for pilot retirees and their eligible family members

a. A pilot retiree who has not reached Medicare eligibility age:

1) may elect either the DPMP or the Delta Health Plan for himself and for his eligible family members who have not reached Medicare eligibility age.

Exception: A pilot retiree or an eligible family member who becomes Medicare disabled will be eligible for only the DPMP OOA or the applicable Delta Health Plan OOA option. However, the pilot retiree may make a separate election for the other eligible family members who are not Medicare disabled of either the DPMP or the Delta Health Plan.

2) may not elect any coverage for his eligible family members who have reached Medicare eligibility age.

~~Exception: A pilot retiree who is described in Section 25-C.4.a. and his eligible family members will remain eligible for coverage under the DPMP OOA upon reaching Medicare eligibility age.~~

b. A pilot retiree who has reached Medicare eligibility age:

1) may not elect any coverage for himself.

2) may elect either the DPMP or the Delta Health Plan for his eligible family members who have not reached Medicare eligibility age and are not Medicare disabled.

3) may elect only the DPMP OOA or the applicable Delta Health Plan OOA for his eligible family members who are Medicare disabled but have not reached Medicare eligibility age.

4) may not elect any coverage for his eligible family members who have reached Medicare eligibility age.

~~Exception: A pilot retiree who is described in Section 25-C.4.a. and his eligible family members will remain eligible for coverage under the DPMP OOA upon reaching Medicare eligibility age.~~

c. For each option under the DPMP, the premium is as follows:

1) Until the pilot retiree reaches age 60, 100% of the base premium.

2) After the pilot retiree reaches age 60 and until the pilot retiree reaches Medicare eligibility age, 51% of the base premium.

3) After the pilot retiree reaches Medicare eligibility age, eligible family members pay 100% of the base premium.

d. For each option under the Delta Health Plan, the premium is determined by the Company and will be the same premium required of other similarly situated (e.g., age, retirement date) retired Delta employees who did not retire under an early retirement incentive program. Such premium will be based on the options selected, including any additional HMO above composite premium in the case of a pilot retiree enrolled in an HMO.

4. Separate Election Available for Medical Coverage for certain pilot retirees and their eligible family members after reaching Medicare eligibility age
Dental Coverage under DPMP

~~a. A pilot (or 13-B.3. pilot) who retires on or before~~ Effective January 1, ~~2013~~ 2018, medical coverage and ~~a pilot who retires after January 1, 2013 under the Pilot Retiree Medical Account (RMA) Program and reaches Medicare eligibility age may, each year:~~

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- ~~1) elect to cover himself dental coverage under the DPMP OOA.~~
 - ~~2) elect either the DPMP or the Delta Health Plan for his eligible family members who have not reached Medicare eligibility age and are not Medicare disabled.~~
 - ~~3) elect only the DPMP OOA or the applicable Delta Health Plan OOA for his eligible family members who are Medicare disabled but have not reached Medicare eligibility age.~~
 - ~~4) elect only the DPMP OOA for his eligible family members who have reached Medicare eligibility age.~~
- ~~b. For each option may be elected separately under the DPMP, the premium Section 25 C. Only a participant who elects medical coverage under the DPMP is 100% of the base premium.~~
- ~~c. The premium for each option under the Delta Health Plan (for eligible family members eligible to elect dental coverage under Medicare eligibility age) is determined by the Company and will be the same premium required of the eligible family members of similarly situated (e.g., age, retirement date) retired Delta employees who did not retire under an early retirement incentive program. Such premium will be based on the options selected, including any additional HMO above composite premium in the case of an eligible family member enrolled in an HMO. the DPMP.~~

D. Survivors Medical and Dental Insurance Coverage

1. Survivors of pilots (or 13 B. 3. pilots) who die while on active payroll status, FMLA leave, FAA leave, or disability status
 - a. The eligible survivors of pilots (or 13 B. 3. pilots) who die while in the active service of the Company, while on FMLA or FAA leave, or while on disability status will, until the eligible survivor reaches Medicare eligibility age, be eligible annually to elect either the DPMP then in effect for pilots or, the Delta Health Plan.
Exception: An eligible survivor who becomes Medicare disabled will be eligible to elect only the DPMP OOA or the applicable Delta Health Plan OOA option.
 - b. The premium for each option under the DPMP will be:
 - 1) Until the deceased pilot (or 13 B. 3. pilot) would have reached the FAA mandatory retirement age, the premium will be the same premium a pilot on active payroll status would have paid until the deceased pilot (or 13 B. 3. pilot) would have reached the FAA mandatory retirement age.
 - 2) After the deceased pilot (or 13 B. 3. pilot) would have reached the FAA mandatory retirement age, the premium will be 100% of the applicable base premium.
 - c. The premium for each option under the Delta Health Plan will be determined by the Company. The premium paid by such survivor will be the same premium required of other similarly situated (e.g., age of survivor, date of death) survivors. Such premium will be based on the options selected, including any additional HMO above composite premium in the case of a survivor enrolled in an HMO.

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2. Survivors of a deceased pilot retiree

a. The eligible survivors of a deceased pilot retiree will, until the eligible survivor reaches Medicare eligibility age, be eligible annually to elect either the DPMP then in effect for pilots or the Delta Health Plan.

Exception: An eligible survivor who has not reached Medicare eligibility age and becomes Medicare disabled will be eligible to elect only the DPMP OOA or the applicable Delta Health Plan OOA option.

b. The premium for each option under the DPMP will be as follows:

1) Until the deceased pilot retiree would have reached age 60, the premium will be ~~the~~ 100% of the applicable base premium.

2) After the deceased pilot retiree would have reached age 60 (or if the deceased pilot retiree dies after age 60), the premium will be 51% of the base premium from the date the deceased pilot retiree would have reached age 60 until the date the deceased pilot retiree would have reached Medicare eligibility age.

3) After the deceased pilot retiree would have reached Medicare eligibility age, the premium will be 100% of the applicable base premium.

c. The premium for each option under the Delta Health Plan will be determined by the Company and will be the same premium required of other similarly situated (e.g., age of survivor, retirement date, date of death) survivors of retired Delta employees who did not retire under an early retirement incentive program. Such premium will be based on the options selected, including any additional HMO above composite premium in the case of a survivor enrolled in an HMO.

~~3. Following survivor's attainment of Medicare eligibility age~~

~~a. Survivors of pilots who died from active payroll status or disability status before January 1, 2013, survivors of 13 B. 3. pilots who died before January 1, 2013, survivors of pilots who retired on or before January 1, 2013, and survivors of pilots who retired under the Pilot Retiree Medical Account (RMA) Program, will be offered an annual election for the DPMP OOA after reaching Medicare eligibility age.~~

~~b. For each option under the DPMP, the premium for this coverage will be the amount set forth in **Section 25 D. 1. b.** or **Section 25 D. 2. b.**, as applicable to that survivor's situation.~~

~~4. Dependent children~~

Eligible survivors who are dependent children who reside in the household of the deceased pilot's/13 B. 3. pilot's/pilot retiree's spouse (if also an eligible survivor) will not be given an independent election hereunder but the spouse of the deceased pilot/13 B. 3. pilot/pilot retiree must elect the coverage on behalf of all eligible survivors. An eligible survivor who is a dependent child who does not reside in the household of the deceased pilot's/13 B. 3. pilot's/pilot retiree's spouse (who is considered a survivor of the pilot/13 B. 3. pilot/pilot retiree) will be given an independent election as to the medical and dental coverage he desires hereunder.

~~4. Separate Election Available for Medical Coverage and Dental Coverage under DPMP~~
~~Effective January 1, 2018, medical and dental coverage under the DPMP may be elected separately under **Section 25 D.** Only a participant who elects medical coverage under the DPMP is eligible to elect dental coverage under the DPMP.~~

1 E.—Reserved

2
3 F. Vision Program

4
5 1. The Company will select a standard network vision care plan in which a pilot, a 13 B. 3.
6 pilot, a pilot retiree, and a survivor and his eligible family members described in **Section**
7 **25 B., C., and D.** may elect to participate in the same manner, and subject to the same
8 conditions that generally apply to other non-contract employees of the Company.

9 Exception one: A pilot on inactive payroll status or a 13 B. 3. pilot who is described in
10 **Section 25 H. 4.** will not be eligible for such election.

11 Exception two: A furloughed pilot (other than one who is described in **Section 25 H. 4.**)
12 is eligible for such election only during the period in which he is eligible to receive
13 furlough pay (or during the period in which he would have been eligible for furlough pay
14 in the absence of **Section 21 B. 9.**).

15 Exception three: For an inactive NWA pilot or NWA disabled pilot, this provision is
16 effective as described in **Section 25 S. 4.**

17 2. The Company will provide administrative services, including facilitating the payment of
18 premiums from a pilot's pay (or from disability benefits under the D&S Plan), on a pre-
19 tax basis for the vision program.

20
21 ~~GE.~~ DPMP Benefits and Terms

22
23 1. ~~Effective January 1, 2013, the~~The DPMP will have the following medical and dental
24 coverage options:

25 a. ~~DPMP (including the DPMP Dental Option) is the DPMP Option N (including the~~
26 ~~DPMP Dental Option N)medical coverage that is the same medical coverage~~ that was
27 in effect under the DPMP on January 1, ~~2012~~2016, as such ~~Option~~medical coverage
28 is modified under **Section 25 GF. 3., Section 25 G. 4., and Section 25 G. 5.**

29 b. ~~DPMP OOA (including the DPMP Dental Option) is the DPMP Option N Out-of-~~
30 ~~Area Option (including the DPMP Dental Option N)medical coverage that is the same~~
31 OOA medical coverage that was in effect under the DPMP on January 1, ~~2012~~2016,
32 as such ~~Option~~medical coverage is modified under **Section 25 GF. 3., Section 25 G.**
33 **4., and Section 25 G. 5.** The DPMP OOA is offered if the benefits zip code in
34 DBMS (or any successor system) for benefits purposes for the pilot, 13 B. 3. pilot, or
35 pilot retiree is in an area in which the network is not available, or when the pilot, 13
36 B. 3. pilot, pilot retiree, survivor, and/or eligible family member reaches Medicare
37 eligibility age or is Medicare disabled, as set forth in **Section 25.**

38 c. DPMP dental coverage that is the same dental coverage that was in effect under the
39 DPMP on January 1, 2016, as such dental coverage is modified under **Section 25 F.**
40 **3.**

41 2. Each DPMP ~~Option~~medical option described in **Section 25 GF. 1.** will include wellness
42 benefits no less favorable than those published in the Guide to Clinical Preventive
43 Services: Report of the United States Preventive Services Task Force published in 1996,
44 as updated or amended from time to time.

45 3. Subject to **Section 25 GF. 4.**, if the Company adopts a modification to the Delta Health
46 Plan medical option that most closely resembles a DPMP ~~Option~~medical option

Section 25 – Medical, Dental, Life Insurance and Other Benefits

1 described in **Section 25 GF. 1.** or the Comprehensive Dental Option of the Delta Health
2 Plan, the Company will present that modification to the Association for possible
3 inclusion in ~~such~~the DPMP ~~Option~~medical and/or DPMP dental option. If the
4 Association provides its written consent to such modification by July 7th, such change
5 consented to by the Association will be effective no earlier than the following January 1st,
6 unless an earlier date is agreed upon by the Company and the Association. The total
7 projected costs and base premium of the DPMP ~~Option~~medical and/or DPMP dental
8 option will be adjusted to reflect the modification. If the Association does not provide its
9 written consent to such modification, the DPMP ~~Option~~medical and/or DPMP dental
10 options will not be modified.

11 4. **Section 25 GF. 3.** will not apply to the following types of administrative modifications
12 that are originated and implemented by the third party administrator, and not as a result of
13 the Company's direction, and the Company may implement such modifications without
14 the Association's consent:

- 15 a. Care coordination processes such as disease management and trial programs such as
16 cancer clinical trials.
- 17 b. Procedures that require notification or pre-certification.
- 18 c. Clinical guidelines and medical policies (e.g., status of procedures as experimental or
19 accepted treatment).
- 20 d. Network composition (i.e. network providers, labs, ancillary providers) and provider
21 fees.
- 22 e. Retail pharmacy network composition.
- 23 f. Preferred drug list.
- 24 g. Reasonable and customary fee application (not percentile).
- 25 h. Changes required as a result of mandatory state and federal legislation or regulation.
- 26 i. Voluntary health management programs.

27 5. Effective January 1, 2018:

28 a. Amend DPMP and DPMP OOA ~~to provide:~~medical options to provide that diabetic
29 kit coverage does not include diabetic drugs (those drugs may be submitted through
30 the tiers similar to all other drugs) but covers blood sugar testing supplies and insulin
31 pump supplies.

32 ~~a. Effective January 1, 2013:~~

33 ~~1) Modify medical benefits to align with the following Gold HRA (and Gold OOA~~
34 ~~HRA) benefits as in effect on January 1, 2012: chiropractic care, emergency~~
35 ~~room visits, hospice care, therapies, and weight loss treatment.~~

36 ~~2) Modify prescription drug benefits under DPMP to eliminate non-network~~
37 ~~coverage, and modify prescription drug benefits under both DPMP and DPMP~~
38 ~~OOA to provide that Tier 4 drugs do not count toward the individual annual out-~~
39 ~~of-pocket maximum and to remove the mandatory mail order program for all~~
40 ~~maintenance medications (mandatory mail order remains in place for prescription~~
41 ~~drugs that are listed by the third party administrator as a maintenance medication~~
42 ~~that must be filled by mail order).~~

43 ~~b. The lifetime orthodontia maximum benefit will be \$3,000 per person for treatment~~
44 ~~that is in progress at July 1, 2012 or that begins after July 1, 2012.~~

45 ~~46~~
46 ~~h. Amend DPMP and DPMP OOA to include the Injury Coverage Coordination (ICC)~~

1 program to match the Delta Health Plan.

2 c. Amend DPMP and DPMP OOA medical options and the DPMP dental option to
3 provide that dependents may be covered under the medical and/or dental coverage of
4 only one employee, retiree or survivor; dual coverage of dependents is eliminated.

5
6 **G.** Company-Paid and Optional Life Insurance Programs

- 7
8 1. The Company will provide term life insurance in accordance with the following:
- 9 a. Unless a different amount is elected under **Section 25 HG. 1. e.**, the amount of life
10 insurance will be equal to 2,500 times the 12-year Captain hourly rate on the highest
11 paying aircraft type outlined in the PWA in effect on January 1st of each year,
12 rounded to the nearest \$1,000.
- 13 b. Upon the insured's retirement, the amount of his term life insurance will be reduced to
14 the lesser of \$250,000 or the amount of life insurance he had elected and that was in
15 effect at retirement under **Section 25 HG. 1. e.** On each successive anniversary of the
16 insured's retirement, the amount of his term life insurance will be reduced by
17 \$50,000, but not below \$10,000. The final reduction will be to \$10,000 and the
18 amount of his term life insurance will remain \$10,000 for the remainder of his
19 lifetime.
- 20 Exception: If the amount of term life insurance in effect at retirement is \$50,000,
21 such amount will remain in effect for five years following retirement and upon the
22 fifth anniversary of the insured's retirement will be reduced to \$10,000.
- 23 c. The insured may designate any individual(s) or trust(s) as beneficiary of his life
24 insurance. The designation of a beneficiary for the term life insurance will not cause
25 that person to be deemed a survivor under **Section 25** or for any other Company
26 provided benefit. In the event the insured has not designated a beneficiary(ies) or the
27 named beneficiary(ies) have pre-deceased him, the life insurance proceeds will be
28 paid according to the following order:
- 29 1) the insured's legal spouse or domestic partner (as defined in the D&S Plan), if
30 alive;
- 31 2) the insured's child(ren) in equal amounts, if there is no surviving spouse;
- 32 3) the insured's parent(s) in equal amounts, if there is no surviving child; or
- 33 4) the insured's estate, if there is no surviving parent.
- 34 d. The life insurance will provide for guaranteed insurability of all pilots on January 1,
35 2008, and all future pilots at date of hire, and will contain no exclusions from
36 coverage, except the exclusion in Section 12.02 of the D&S Plan.
- 37 e. A pilot (or a 13 B. 3. pilot) may elect an amount of life insurance, in lieu of the
38 amount under **Section 25 HG. 1. a.** as follows:
- 39 1) During his first enrollment period as a new hire pilot (or the first enrollment
40 period after an inactive NWA pilot or NWA disabled pilot first becomes eligible
41 for benefits under **Section 25**), a pilot may elect any one of the following amounts
42 of life insurance: \$50,000, \$200,000, \$300,000, \$400,000, or ~~effective for first~~
43 ~~enrollments occurring on and after January 1, 2013, \$500,000-\$500,000.~~ The
44 amount elected will be effective at the time the pilot's other enrollment elections
45 become effective. From his date of hire, until that time, the pilot will have the
46 amount of life insurance under **Section 25 HG. 1. a.**

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- 1 2) During the annual open enrollment period, or during an enrollment opportunity
2 extended upon a pilot’s return to active payroll status, a pilot (or a 13 B. 3. pilot)
3 may elect any one of the following amounts of life insurance, if the amount
4 elected is lower than the amount the insured currently has in force: \$50,000,
5 \$200,000, \$300,000, \$400,000, or ~~effective starting with the 2013 open~~
6 ~~enrollment period,~~ \$500,000. The amount elected during annual open enrollment
7 will be effective the following January 1 or when the pilot’s other enrollment
8 elections become effective, in the case of a pilot returning to active payroll status.
- 9 ~~3) Effective no later than January 1, 2013, on 3) On~~ a one-time basis, at retirement, a
10 pilot (or a 13 B. 3. pilot) may elect \$50,000 as the amount of life insurance to be
11 in effect upon retirement (subject to subsequent reduction under **Section 25 HG.**
12 **I. b.**).
- 13 4) During the annual open enrollment period, or during an enrollment opportunity
14 extended upon a return to active payroll status, and subject to the submission of
15 evidence of insurability satisfactory to the insurer, a pilot on active payroll status
16 may elect any of the following amounts of life insurance, if the amount elected is
17 higher than the amount the insured currently has in force: \$200,000, \$300,000,
18 \$400,000, **\$500,000**, or the amount under **Section 25 HG. 1. a.**, ~~or for enrollments~~
19 ~~effective on or after January 1, 2013, \$500,000.~~ The amount elected during open
20 enrollment will be effective on the following January 1, or if later, when the
21 evidence of insurability is approved by the insurer. The amount elected by a pilot
22 returning to active payroll status will be effective when the pilot’s other
23 enrollment elections become effective, or if later, when the evidence of
24 insurability is approved by the insurer.
- 25 2. The Company will provide administrative services, including payroll deduction, for an
26 optional life insurance program under which its pilots, while in the active service of the
27 Company as pilots, may purchase optional group life insurance (in addition to the term
28 life insurance provided by the Company under **Section 25 HG. 1.**), as follows:
- 29 a. Each pilot may purchase optional group life insurance, in any amount desired, in
30 multiples of \$25,000 for coverage amounts below \$1 million and in multiples of
31 \$100,000 for coverage amounts of \$1 million or more, up to a maximum amount of
32 \$1.5 million. The insurance carrier’s requirements regarding evidence of insurability
33 will apply.
- 34 Note: In its first life insurance RFP after **DOS**, the Company will obtain separate
35 quotes for group optional life insurance with maximum levels of \$1.5 million and \$2
36 million, respectively. Such quotes will be provided to the MEC Retirement &
37 Insurance Committee Chairman for review. If amounts quoted for the \$2 million
38 maximum are in excess of amounts quoted for the \$1.5 million maximum at any level
39 of coverage up to \$1.5 million, then the Company and the Association will meet and
40 confer. Otherwise, the Association will choose whether to retain the \$1.5 million
41 maximum or increase the maximum to \$2 million.
- 42 b. Separate tobacco user and non-tobacco user rates will apply to the optional life
43 insurance in **Section 25 HG. 2. a.**
- 44 3. The full cost of such optional group life insurance will be paid by each participating pilot
45 (or 13 B. 3. pilot).

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- 1 4. A pilot (or 13 B. 3. pilot) who was purchasing optional life insurance while in the active
2 service of the Company as a pilot may, subject to the other terms and conditions of the
3 insurance policy, continue such coverage while on disability status up to the FAA
4 mandatory retirement age, by making appropriate arrangements with the Company to pay
5 the premiums.

6 Note: For an inactive NWA pilot or NWA disabled pilot, this provision is effective as
7 described in **Section 25 ¶S. 4.**

- 8 5. Requests for optional group life insurance coverage, and any subsequent request for
9 cancellation or changes in the amount of such coverage, must be submitted to the
10 Company in accordance with the procedures established by the Company. A request for
11 coverage must be made before the end of the enrollment period. A participating pilot
12 who is on active payroll status may increase or decrease the amount of his coverage
13 during annual enrollments and due to a family status change, if notice of the family status
14 change is received by the Company within 30 days of the event creating the family status
15 change. If a participating pilot desires to increase the amount of his coverage by more
16 than one \$25,000 increment, satisfactory evidence of insurability must be submitted
17 before coverage can become effective.

- 18 6. Each pilot may purchase optional group life insurance on the life of his or her spouse, in
19 any amount desired, with coverage levels of \$20,000, \$30,000, or \$50,000, then in
20 multiples of \$25,000 up to a maximum of \$250,000. A participating pilot who is on
21 active payroll status may increase or decrease the amount of his coverage during annual
22 enrollments and due to a family status change, if notice of the family status change is
23 received by the Company within 30 days of the event creating the family status change.
24 The insurance carrier's requirements regarding evidence of insurability will apply.
25 Separate tobacco user and non-tobacco user rates will apply to such optional life
26 insurance on the life of the spouse.

27 Exception: A former NWA pilot who, immediately prior to January 1, 2010 (or, if later,
28 the date applicable to him under **Section 25 ¶S. 4.**), is purchasing an amount of such
29 insurance in excess of \$250,000 may continue to purchase such higher amount.

- 30 7. The Company will provide accidental death and dismemberment insurance coverage in
31 one of the following amounts for each pilot for death or injury sustained while on duty
32 (from rotation report to release):
33 a. in the amount of \$1,000,000 while engaged in MAC flying other than between or
34 within the United States, its territories (including Guantanamo Bay Naval Base) and
35 its possessions, and Canada,
36 b. in the amount of \$1,000,000 resulting from, directly or indirectly, any declared or
37 undeclared War (as defined in the Company's insurance policy) outside the United
38 States, Canada and the pilot's jurisdiction of permanent residence,
39 c. in the amount of \$500,000 due to felonious assault (as defined in the Company's
40 insurance policy), or
41 d. in the amount of \$1,000,000 while on board Company training flights, check flights,
42 or test flights.

43 The pilot's beneficiary for such coverage will be the same as the beneficiary he
44 designated for his Company-provided life insurance coverage.

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1 8. Each pilot may purchase optional group life insurance on the life of his or her dependent
2 child in such amounts, and subject to such conditions, that generally apply to other non-
3 contract employees of the Company.

4 9. Each pilot may purchase optional accidental death and dismemberment coverage in such
5 amounts, and subject to such conditions, that generally apply to other non-contract
6 employees of the Company.

7 10. In its first life insurance RFP after DOS, the Company will obtain quotes for
8 Group Variable Universal Life (GVUL). Such quotes will be provided to the MEC
9 Retirement & Insurance Committee Chairman for review. If amounts quoted for GVUL
10 increase the rates quoted for the \$1.5 million and \$2 million maximums under Section 25
11 G. 2. a. at any level of coverage, then the Company and the Association will meet and
12 confer. Otherwise, the Association will choose whether to add GVUL as an option.
13

14 H. General

15
16 1. Eligibility for the insurance coverages included in this PWA will begin on the date that a
17 pilot is employed or reemployed as a pilot or on the date that he is transferred to pilot
18 status.

19 2. The Company will provide each pilot, 13 B. 3. pilot, and pilot retiree with suitable
20 evidence of coverage under the DPMP or the Delta Health Plan.

21 3. When a pilot, 13 B. 3. pilot, pilot retiree, or survivor is given the opportunity to make a
22 medical, dental, or vision coverage election under **Section 25** and fails to do so in a
23 timely manner, such non-electing person and his eligible family members will receive the
24 medical, dental, and/or vision coverage in effect for the prior calendar year and will be
25 treated in all respects as if the non-electing person had made an affirmative election for
26 such coverage. ~~Effective on and after January 1, 2013, when~~ When a pilot fails to make a
27 timely medical or dental election for initial coverage upon being hired by the Company,
28 or for a year in which an individual's prior year's election is no longer available, he and
29 his eligible family members will receive the ~~medical option and following, and will be~~
30 treated in all respects as if he had made an affirmative election for such coverage:

31 a. the medical option that the largest number of pilot participants are enrolled in for the
32 prior calendar year; and

33 b. the dental option that the largest number of pilot participants are enrolled in for the
34 prior calendar year and will be treated in all respects as if he had made an affirmative
35 election for such coverage.

36 ~~Exception one: This exception applies to an individual who is eligible to make an~~
37 ~~election for medical and dental coverage to be effective January 1, 2013, had elected any~~
38 ~~option under the DPMP in 2012, and fails to make an election for 2013. Such individual~~
39 ~~(and his eligible family members) will receive the DPMP effective January 1, 2013 and~~
40 ~~will be treated in all respects as if he had made an affirmative election for such coverage.~~

41 ~~Exception two~~ Exception: If an inactive NWA pilot or NWA disabled pilot becomes
42 eligible for medical, dental, and vision benefits under **Section 25** ~~4~~ **S. 4**, and does not
43 make a timely medical, dental, or vision election during his initial enrollment period, then
44 such former NWA pilot and his eligible family members will be provided with coverage
45 and will be treated in all respects as if the former NWA pilot had made an affirmative
46 election for such coverage as follows:

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- 1 a. If both medical and dental coverage were maintained under PPO Option B up to the
2 time that the former NWA pilot became eligible under **Section 25 ~~§. 4.~~**, then both
3 medical and dental coverage will be provided for that year under the DPMP, or, if
4 applicable based on zip code, the DPMP OOA.
- 5 b. If only medical coverage (and no dental coverage) was maintained under PPO
6 Option B up to the time that the former NWA pilot became eligible under **Section**
7 **25 ~~§. 4.~~**, then:
8 1) both medical and dental coverage will be provided for that year under the
9 DPMP, or, if applicable based on zip code, the DPMP OOA, if such coverage
10 begins before January 1, 2018.
11 2) only medical coverage will be provided for that year under the DPMP, or, if
12 applicable based on zip code, the DPMP OOA, if such coverage begins on or
13 after January 1, 2018.
- 14 c. If only dental coverage (and no medical coverage) was maintained under PPO
15 Option B up to the time that the former NWA pilot became eligible under **Section**
16 **25 ~~§. 4.~~**, then only dental coverage (and no medical coverage) will be provided for
17 that year under the Delta Health Plan Comprehensive Dental Option.
- 18 d. If neither medical nor dental coverage was maintained up to the time that the former
19 NWA pilot became eligible under **Section 25 ~~§. 4.~~**, then neither medical nor
20 dental coverage will be provided for that year.
- 21 e. No vision coverage will be provided for that year.
- 22 4. Notwithstanding anything to the contrary in **Section 25**, any pilot on inactive payroll
23 status (or 13 B. 3. pilot) who in any year (including the year of commencement of
24 inactive payroll status) elects (or is deemed to have elected) not to maintain any of the
25 medical or vision coverages offered to such individual hereunder will, thereafter, not be
26 offered the right to elect medical or vision coverage for himself and his eligible family
27 members in any subsequent year during which he is on inactive payroll status (until he
28 returns to active payroll status). Likewise, such individual who in any year (including the
29 year of commencement of inactive payroll status) elects (or is deemed to have elected)
30 not to maintain any of the dental coverages offered to such individual hereunder will,
31 thereafter, not be offered the right to elect dental coverage for himself and his eligible
32 family members in any subsequent year during which he is on inactive payroll status
33 (until he returns to active payroll status).
- 34 5. The Company-provided portion of the post-retirement medical and dental claims will be
35 paid through one or a combination of the following, as elected by the Company:
36 a. through the accumulated surplus funds (using part or all of such surplus) in the Delta
37 Pilots Disability and Survivorship Trust (“D&S Trust”); or
38 b. future contributions to a 501(c)(9) trust fund; or
39 c. direct payment of such claims by the Company.
- 40 Note: The D&S Trust surplus for this purpose is the excess of the plan assets over 110%
41 of the present value of the D&S Plan (including the NWA LTD Plan) benefits for current
42 and future expected beneficiaries of the D&S Plan (including the NWA LTD Plan). The
43 present value of benefits for this purpose will be determined on a basis to be established
44 and agreed upon by the Company and the Association.
- 45 6. The Company and the Association agree that the DPMP will be amended to the extent
46 necessary to reflect the terms of **Section 25**.

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- 1 7. The DPMP will remain without change unless agreed to by both the Company and the
2 Association.
- 3 8. Applicable provisions of **Section 25** will remain effective provided that the DPMP
4 remains approved by the United States Department of Treasury, the United States
5 Department of Labor, and any other governmental agency with jurisdiction over such
6 plan. The Company will make every reasonable effort to maintain the approval of this
7 plan by any agency with jurisdiction thereover.
8

9 **J.** Accident Insurance for Private Flying

- 10
- 11 1. To the extent available from a commercial insurance company, the Company will
12 continue to provide a separate group accident insurance program to cover the employee
13 only while he is operating or performing the duties of an aircraft flight crewmember in
14 any properly licensed private aircraft or military aircraft provided the employee is
15 properly licensed and currently qualified to fly such private or military aircraft.
- 16 2. Cost of this coverage will be borne entirely by the employee. Cost of this coverage may
17 increase or decrease depending upon actual experience.
- 18 3. To be eligible for this coverage, the employee must be a participant in the Voluntary
19 Delta Group Accident Insurance program.
- 20 4. The employee may elect an amount of coverage up to 50 times the number of logbook
21 pilot hours, rounded to the next \$15,000 increment, or the amount of coverage enrolled
22 for under the Voluntary Delta Group Accident Insurance program, whichever is the lesser
23 amount.
- 24 5. In addition to the regular policy exclusions, the following exclusions will also apply:
25 a. flying in an aircraft certified by the FAA as experimental, restricted, or limited, or
26 prototype aircraft, or
27 b. waived flying, crop dusting, stunt flying (other than legal aerobatic flying in an
28 aircraft specifically approved by the FAA for such purposes and in an area and at an
29 altitude approved by the FAA), test flying, flight instruction or while participating in
30 speed and/or endurance contests.
- 31 6. The indemnity payable under this option will be reduced by the amounts paid or payable
32 under any other provision of the Voluntary Delta Group Accident Insurance program for
33 loss sustained as a result of the same accident.
- 34 7. The pilot (or 13 B. 3. pilot) may continue this coverage at retirement. At retirement,
35 coverage reduces to 50% of the insurance amount in effect before retirement, rounded to
36 the next highest \$15,000 increment. At age 80, the coverage is further reduced by 50%
37 (rounded to the next highest \$15,000 increment) to a minimum of \$15,000. Premiums
38 are reduced proportionally whenever coverage reduces.
39

~~KJ~~. FAA Required Physical Examinations

1. A pilot will be reimbursed for his FAA physical after submission of his FAA First Class Medical Certificate to Flight Crew Records. The FAA physical reimbursement in ~~20132016~~ is ~~\$249,304.00~~ when an EKG is required or ~~\$152,185.00~~ if an EKG is not required. Such reimbursement will be credited to a pilot's mid-month paycheck, following the month in which his FAA First Class Medical Certificate is submitted. This reimbursement will be:
 - a. made once every six months for Captains and First Officers (in categories utilizing relief pilots) age 40 and over.
 - b. made once every 12 months for all pilots under age 40.
 - c. made once every 12 months for a First Officer who is between age 40 and age 60 who is not in a category utilizing relief pilots
 - d. made once every six months for a First Officer age 60 or older.
 - e. increased on an annual basis each January 1st equal to the percentage of the annual increase in health care costs in the Delta Health Plan/DPMP as determined by the Company and communicated to ALPA.
 - f. for the higher amount on the first reimbursement of each calendar year beginning in the year the pilot attains the age of 40.
 - g. for the higher reimbursement amount for the year in which the pilot requires the age 35 baseline EKG.
2. A pilot who is scheduled for training for a new position and is notified (via a bid posting or an advance entitlement or displacement award) that he must have a First Class Medical Certificate that is current (within six months) on the date of his scheduled completion of training and who does not possess such a Certificate, will be reimbursed after he submits such FAA First Class Medical Certificate to Flight Crew Records.
3. Evaluations required for recertification will be fully reimbursed upon submission of documentation (i.e., credited an amount equal to the total of the fees incurred by the pilot in the recertification process) and will re-establish the six or 12-month cycle for the recertified pilot.
4. Pilots requiring other than a standard FAA physical examination (i.e., any additional medical evaluation and/or testing required by the FAA to obtain a First Class Medical Certificate) will also be fully reimbursed for the cost thereof. A pilot who is not fully reimbursed for such other than standard FAA physical examination through the process in **Section 25 ~~KJ~~. 1. or 2.**, may submit a reimbursement request for the additional costs.
5. In the event the requirements to obtain an FAA First Class Medical Certificate change to include additional testing and/or additional frequency, the costs of such additional testing and/or frequency will also be reimbursed. In such event, the Company and the Association will meet and confer to adjust the reimbursement amounts in **Section 25 ~~KJ~~. 1.**

1 ~~LK.~~ Medical and Dental Plan Claims and Appeals
2

- 3 1. For enrollees in the DPMP, the claims review and appeal procedures of the DPMP’s
4 applicable third party administrator (medical, dental, pharmacy or behavioral) will apply
5 to the DPMP benefits, as such procedures exist from time to time.
- 6 2. An external independent voluntary review will be available as a part of the DPMP and
7 Delta Health Plan appeal process for medical claim denials that are clinical in nature.
8 Such review will take into account the information in the claim file including any
9 additional information available to and presented by the participant regarding the denied
10 claim (whether or not presented or available when a prior decision on the claim was
11 made).
- 12 3. ~~Effective no later than January 1, 2013, if/~~ a DPMP or Delta Health Plan participant
13 chooses to pursue the external independent voluntary review described in **Section 25 ~~LK.~~**
14 **2.** and prior to the date he requests such review, the participant has used the services
15 provided by a health advocate under the Plans’ Delta Health Direct service (or, in the
16 case of a behavioral health or substance abuse claim, the services of a UBH care
17 advocate), then, at the request of the pilot, former pilot or survivor who is the primary
18 member in the plan covering the participant, the Company will provide an independent
19 health care advisor to assist the participant with such external independent voluntary
20 review. The independent health care advisor will be chosen from a resource designated
21 by the Company, but will be independent of the claims administrator that adjudicated the
22 claim.
- 23 4. For participants in either the DPMP or the Delta Health Plan (but not in an HMO), after a
24 participant has pursued all applicable claims review and appeal procedures (including any
25 external independent voluntary review) under the DPMP or the Delta Health Plan, as
26 applicable, the participant will have the right to grieve a denied claim in excess of \$1,000
27 under LOA #5 – Benefit Review Board.
- 28 5. The Company will facilitate electronic access to coverage determination guidelines that
29 claims administrators and external reviewers use to determine medical or behavioral
30 health and substance abuse claims under the DPMP.
31

Section 25 – Medical, Dental, Life Insurance and Other Benefits

~~ML.~~ Association Retirement and Insurance Committee

1. A Retirement and Insurance Committee will be established by the Association.
2. The Committee will collect and evaluate the data described in the chart in **Section 25 ML. 2.**, which will be furnished to the Committee by the Company by the dates so indicated. In no case will a copy of any report made to a government department or agency be due to the Committee prior to 30 days after the deadline set by such department or agency for that report, including extensions:

	Data To Be Provided:	To Be Provided By:
a.	Actuarial Report of D&S Plan (including NWA LTD Plan)	December 7
b.	Quarterly Trust Report of the D&S Plan (including the NWA LTD Plan)	60 days following the end of the quarter
c.	Quarterly reports relative to each advisor involved in the investment of assets of the D&S Plan (including NWA LTD Plan)	60 days following the end of the quarter
d.	Annual Return/Report of Employee Benefit Plan (Form 5500)	May 1 following the end of the Plan year
e.	IRS (Form 990)	March 1 following the end of the Plan year

3. The Committee will meet quarterly (at Committee request) to advise the Company of problems in regard to administration of the plans subject to bargaining under **Section 25**, and to work with the Company toward resolving such problems within the framework of the Agreement between the Company and the Association. Additionally, the Committee Chairman may review the portfolio and related information once each year.
4. For the DPMP and the Delta Health Plan (excluding HMO's), the Company will determine the full cost of COBRA continuation coverage and pilot retiree and survivor coverage, and will provide the Committee the documentation upon which those determinations are based.
5. The Company will provide to the Committee, upon its request, the following for the plans subject to bargaining under **Section 25**:
 - a. Summary Plan Description.
 - b. Announcements and informational communications to participants in general.
 - c. Forms to be completed by participants.
 - d. Benefit statements (if accompanied by an appropriate release from the affected pilot(s) or 13 B. 3. pilot(s)).

~~N. Reserved~~

Section 25 – Medical, Dental, Life Insurance and Other Benefits

OM. Procedure to Amend DPMP

1. The Company will provide to the Association a draft amendment to the DPMP within 120 days following the parties' agreement to modify it (e.g., through an amended PWA or a LOA). The draft amendment will include all modifications to the DPMP that the Company determines are required by the parties' agreement. The Association will provide the Company its written comments on the language in the draft amendment that reflects the specific modification resulting from the parties' agreement (the "modified language") within 60 days following its receipt of the draft amendment. The Company and the Association will, if necessary, within 30 days following the Company's receipt of the Association's comments, meet and confer to reach agreement on final wording of the modified language. The parties will continue to meet, over a period of up to 90 days, as frequently as necessary to reach agreement on the final wording of the modified language.
2. Either the Company or the Association, with the approval of the other party, may waive any time limit provided in **Section 25 OM. 1.**
3. Notwithstanding **Section 25 OM. 1. and 2.**, the Company will timely amend the DPMP to the extent necessary to maintain such Plan's tax-favored or legal status, and the Association maintains its right to file a grievance with respect to any such amendment that it determines violates the PWA.

PN. Domestic Partner Benefits

Pilots, 13 B. 3. pilots, and pilot retirees, and their dependents and survivors, will be provided with domestic partner benefits no less favorable than the domestic partner benefits provided to any other employee of the Company.

OO. ALPA-Sponsored Member Benefit Plans

The Company will automatically deduct from a pilot's paycheck and remit to the Association, an amount identified in the electronic invoice from the Association to Delta for Association sponsored member benefits. The Association agrees to indemnify the Company for any liability that any pilot may assert against the Company, its officers, directors or employees, as the result of the pilot's participation in any ALPA-sponsored plans, other than liability arising from the Company's willful failure to perform the function of deducting amounts from the pilot's pay and forwarding such amounts to the Association. The Association will provide to the Company an electronic invoice in a mutually acceptable form.

RP. Substance Abuse Treatment

The Company will pay for 100% of the cost of Company-approved inpatient residential substance abuse treatment incurred by a pilot regardless of his medical plan election.

1 **SQ.** COBRA Option for Pilots
2

3 The Company will provide a COBRA election upon retirement to a pilot (or 13 B. 3. pilot)
4 and his eligible family members who are enrolled in coverage at that time. Such COBRA
5 election will provide the pilot retiree and eligible family members with the coverage options
6 that are then currently available under the DPMP and Delta Health Plan. If COBRA
7 coverage is elected, the pilot retiree will pay the full COBRA premium. At the end of the
8 maximum COBRA period, if enrolled in coverage at that time and if not yet Medicare
9 eligibility age, such pilot retiree will be extended an election to enroll in retiree coverage
10 under the DPMP or Delta Health Plan (including the no coverage option) based on his benefit
11 zip code and age (pre- or, if applicable under **Section 25 C. 4.**, post-Medicare) and will pay
12 the applicable retiree premium for such coverage under **Section 25 C.** as if he had never
13 elected COBRA coverage.
14

15 **FR.** Health Coverage Tax Credit
16

17 In the event the regulations governing the Health Coverage Tax Credit (HCTC) under
18 Section 35 of the Internal Revenue Code (or the interpretation thereof) change, the Company
19 and the Association will meet to discuss necessary modifications, if any, to such COBRA
20 continuation coverage or retiree medical and dental coverage that are designed to achieve
21 additional savings for the Company, at no additional cost to pilot retirees, and survivors,
22 through application of the HCTC. Such modifications will comply with all applicable law
23 and regulation.
24

25 ~~U. Reserved.~~
26

27 **VS.** NWA Disabled Pilots and Inactive NWA Pilots – Medical, Dental and Optional
28 Insurance and Survivor Benefits
29

- 30 1. **Section 25 VS.** applies to a NWA disabled pilot and an inactive NWA pilot and eligible
31 survivors under the NWA CBA, unless and until he returns under **Section 25 VS. 4.**
32 **Section 25 VS.** does not apply to an individual covered by the order of the bankruptcy
33 court in the NWA bankruptcy case pursuant to section 1114 of the bankruptcy code with
34 respect to benefits covered by such order.
- 35 2. The Company will provide an individual to whom **Section 25 VS.** applies with the
36 following benefits, if any, to which he is entitled under the NWA CBA:
37 a. Pre-retirement and post-retirement medical and dental benefits,
38 b. COBRA benefits,
39 c. Optional life and dependent life insurance benefits, and optional AD&D insurance
40 benefits, to the extent such insurances remain commercially available, and provided
41 the individual pays the full cost of such insurances,
42 d. Pre-retirement survivor medical and dental benefits, and
43 e. Post-retirement survivor medical and dental benefits.
- 44 3. Nothing in this **Section 25 VS.** will be interpreted to mean that the dollar amount of the
45 premiums for the coverages described in **Section 25 VS. 2. a. – e.** will not change.

Section 25 – Medical, Dental, Life Insurance and Other Benefits

- 1 4. A pilot to whom **Section 25** ~~4S~~ applies will become eligible for the benefits provided to
2 pilots under **Section 25** at the following times:
3 a. In the case of an NWA disabled pilot who had been receiving a Disability Retirement
4 Pension from the NWA Pension Plan, upon his successful completion of qualification
5 training,
6 b. In the case of an NWA disabled pilot who had been receiving disability benefits from
7 the NWA LTD Plan, or who had received a Disability Retirement Pension from the
8 NWA Pension Plan that ceased due to his attainment of age 60, when he presents a
9 first class medical certificate to the Company and the Company determines that he
10 meets the applicable physical standards under **Section 15 B.**, or
11 c. In the case of an inactive NWA pilot, when he returns to active payroll status under
12 **Section 13 C.** and **Section 15 B.**, if applicable.

1 SECTION 26

2
3 RETIREMENT AND DISABILITY BENEFITS

4
5 A. Definitions

- 6
- 7 1. "13 B. 3. pilot" means a former pilot removed from the seniority list under **Section 13 B.**
8 **3.**, on or after June 1, 2006, who is receiving disability benefits from the D&S Plan.
9 Upon cessation of disability benefits, termination or retirement, such former pilot will
10 cease to be a 13 B. 3. pilot.
 - 11 2. "Active payroll status" means the status of a pilot who is not on inactive payroll status.
 - 12 3. "D&S Plan" means the Delta Pilots Disability and Survivorship Plan, as Amended and
13 Restated, Effective July 1, 1996, as amended. A reference in the PWA to the D&S Plan
14 will exclude the NWA LTD Plan unless such reference in the PWA states otherwise.
 - 15 4. "D&S Plan participant" means a person who is receiving or is entitled to receive benefits
16 under the D&S Plan.
 - 17 ~~5. "DC Plan" means the Delta Pilots Defined Contribution Plan, as Amended and Restated~~
18 ~~Effective January 1, 2009, as amended.~~
 - 19 ~~6. "DC Plan participant" means a person who is receiving or is entitled to receive benefits~~
20 ~~under the DC Plan.~~
 - 21 5. "Delta Pilots Retirement Plan" means the Delta Pilots Retirement Plan as Amended and
22 Restated, Effective July 1, 1996, as amended.
 - 23 6. "Delta Pilots Savings Plan" or "DPSP" means the Delta Pilots Savings Plan, effective
24 January 1, ~~2009~~2014, as amended.
 - 25 7. "Disability status," "disability," or "disablement" means being eligible for and receiving
26 disability benefits from the D&S Plan.
27 Note one: A 13 B. 3. pilot is considered in disability status, disability, or disablement
28 until cessation of disability benefits, retirement or termination.
29 Note two: A pilot (or 13 B. 3. pilot) who has reached the maximum period of disability
30 under the D&S Plan for psychiatric conditions, alcoholism, and/or drug abuse is not on
31 disability status, disability or disablement after the end of that period of disability.
32 Exception: This definition does not apply to a NWA disabled pilot.
 - 33 8. "DPMA" means Delta Pilots Mutual Aid.
 - 34 9. "DPMA disability benefit" means the optional supplemental disability benefit payable by
35 DPMA to an eligible DPMA participant.
 - 36 10. "DPMA dues" means the dollar amount of dues charged by DPMA for membership in
37 DPMA.
 - 38 11. "DPMA equivalent disability benefit" means the optional supplemental disability benefit
39 described in **Section 26 Q.N. 3. b.**
 - 40 12. "DPSP participant" means a person who is receiving or is entitled to receive benefits
41 under the DPSP.
 - 42 13. "Earnings" means, for the purposes of a retirement or welfare benefit plan under **Section**
43 **26**, the amount of a participant's remuneration that forms the basis for contributions or
44 benefits under that plan.
 - 45 ~~14. "Enhanced disability benefit" means the additional disability benefit payable to a~~
46 ~~pilot with hours in his enhanced disability account under **Section 26 K. 5. c.**~~

Section 26 – Retirement and Disability Benefits

1 15. “Event Date” has the meaning given such term in the D&S Plan.

2 16. “FAA mandatory retirement age” means the latest age under Part 121 of the FARs
3 or other applicable statutes that a pilot can serve as a PIC or SIC.

4 17. “FMLA leave” means a leave of absence described in **Section 13 H.**

5 18. “Former NWA pilot” means a pilot who was an employee of NWA and whose name
6 appeared on the NWA seniority list on the day preceding October 30, 2008.

7 19. “Inactive NWA pilot” means a former NWA pilot who on October 30, 2008 was not in
8 active payroll status, including but not limited to furlough, military leave exceeding 30
9 consecutive days, personal leave, family leave, medical leave, maternity leave or
10 disciplinary suspension and has not returned to active payroll status as described in

11 **Section 25 ¶S. 4. c.**

12 Note: An NWA disabled pilot is not an inactive NWA pilot.

13 20. “Inactive payroll status” means the status of a pilot who is furloughed, receiving benefits
14 under the D&S Plan, military leave that exceeds 30 consecutive days, medical leave,
15 personal leave (other than known personal leave), FMLA leave, maternity leave, or a
16 pilot on a disciplinary suspension.

17 21. “NWA” means Northwest Airlines, Inc.

18 22. “NWA adjusted sick leave bank” means a pilot’s NWA sick leave bank on October 30,
19 2008 (or, in the case of a NWA disabled pilot or inactive NWA pilot, his NWA sick leave
20 bank at the applicable date under **Section 26 TP. 3.**) reduced by the number of Delta sick
21 leave credit hours awarded the pilot upon his transition to the Delta sick leave system.

22 23. “NWA CBA” means the terminated NWA pilots' collective bargaining agreement that
23 was in effect on the day preceding October 30, 2008.

24 24. “NWA disabled pilot” means a former NWA pilot whose disabling condition arose prior
25 to October 30, 2008 and either (a) is eligible for and receiving disability benefits from
26 either the NWA Pension Plan or the NWA LTD Plan, or (b) is a pilot who was eligible
27 for and receiving disability benefits from the NWA Pension Plan until he attained age 60
28 on or after December 13, 2007 whether or not he commenced normal retirement benefits
29 at age 60 or older from the NWA Pension Plan or the NWA Excess Plan.

30 25. “NWA Excess Plan” means the Northwest Airlines Pension Excess Plan for Pilot
31 Employees, as amended.

32 26. “NWA LTD Plan” means the Northwest Airlines LTD Plan for Pilot Employees as
33 incorporated in the D&S Plan.

34 ~~26. “NWA MP3” means the Northwest Airlines Money Purchase Plan for Pilot Employees as~~
35 ~~incorporated in the DC Plan.~~

36 27. “NWA Pension Plan” means the Northwest Airlines Pension Plan for Pilot Employees as
37 amended.

38 28. “NWA seniority list” means the NWA integrated pilots system seniority list.

39 29. “Pilot retiree” means a pilot (or 13 B. 3. pilot) who retired after June 1, 2006 or a former
40 NWA pilot who retired after October 30, 2008.

41 Exception: A NWA disabled pilot is not a pilot retiree.

42 30. “Retired” means the termination of employment of a pilot (or 13 B. 3. pilot) ~~under~~
43 ~~circumstances that enable him to receive an early, normal or deferred retirement benefit~~
44 ~~from the Pension Benefit Guaranty Corporation under the terminated Delta Pilots~~
45 ~~Retirement Plan, or under circumstances that enable him to receive an early, normal or~~
46 ~~deferred retirement benefit from the DC Plan (or after termination of the DC Plan, under~~

Section 26 – Retirement and Disability Benefits

~~circumstances that would have enabled him to receive an early, normal or deferred retirement benefit from the DC Plan, assuming the DC Plan had not terminated and that he had an account under the DC Plan), or under circumstances that enable him to receive an early, normal, late or deferred retirement pension (but not a terminated vested benefit) under the NWA Pension Plan, after attaining age 50 but prior to:~~

~~a. death,~~

~~b. resignation or quit,~~

~~c. discharge by the Company,~~

~~d. failure to return to work:~~

~~1) upon expiration of approved medical or military leave of absence,~~

~~2) upon recall after furlough, or~~

~~3) before the date of the expiration of re-employment rights required by law,~~

~~or~~

~~e. expiration of furlough status without a return to work.~~

Note: A NWA disabled pilot is not considered retired.

31. “Savings Plan” means the Delta Family-Care Savings Plan.

32. “Service provider” means any entity, other than the Company, that provides any services for the DPSP including, but not limited to, the record-keeper and trustee.

33. “Top-up disability benefit” means the supplemental disability benefit payable to a former NWA pilot under **Section 26 QN. 4.**

B. Plan Benefits, Costs and Guarantees

1. The Company will pay the full cost of providing benefits under the D&S Plan (including the NWA LTD Plan).
2. The Company will pay the entire cost of providing retirement benefits derived from the contribution formula under the ~~DC Plan (including the NWA MP3) and the DPSP.~~ DPSP.
3. The Company has established a separate trust for the D&S Plan (including the NWA LTD Plan) under Section 501(c)(9) of the Internal Revenue Code, as amended.
4. The Company will pay the full cost of providing benefits under the NWA Pension Plan and the NWA Excess Plan.

C. Delta Pilots Savings Plan (DPSP)

The following is intended to be a summary of certain provisions of the DPSP. The terms, conditions and limitations of the DPSP, amended as provided in **Section 26. C. 8.**, will control in the event of any conflict or difference between **Section 26** and the DPSP. Detailed information about Plan terms is set forth in the DPSP plan document and Summary Plan Description.

1. A pilot (or 13 B. 3. pilot) will be eligible to participate in the DPSP, including a cash or deferred arrangement, which is intended to qualify under Section 401(k) of the Internal Revenue Code of 1986, as amended. The cash or deferred arrangement will not have the effect of reducing other pay-related benefits provided by the Company.
2. Effective with respect to earnings paid before January 1, ~~2014, the Company contribution to the DPSP is 2% of a pilot’s earnings. Effective with respect to earnings paid on and after January 1, 2014~~2017, the Company contribution to the DPSP is 15% of a pilot’s

Section 26 – Retirement and Disability Benefits

1 earnings. Effective with respect to earnings paid on and after January 1, 2017, the
2 Company contribution to the DPSP is 16% of a pilot's earnings. Company contributions
3 to the DPSP that are made on account of earnings paid in each regular semi-monthly
4 payroll check will be made no later than 15 days following the date such semi-monthly
5 payroll check is issued.

- 6 3. While in disability status receiving disability benefits from the D&S Plan (not from the
7 NWA Pension Plan or NWA LTD Plan), a pilot and a 13 B. 3. pilot will be eligible to
8 participate in the cash or deferred arrangement under the DPSP and will receive
9 Company contributions to the DPSP as follows:
- 10 a. If the pilot is receiving temporary disability benefits, the pilot will receive Company
11 contributions to the DPSP on the same basis as a pilot on active payroll status, but
12 using as earnings the amount of the disability benefit multiplied by two.
- 13 b. If the pilot or the 13 B. 3. pilot is receiving long-term disability benefits, the pilot or
14 the 13 B. 3. pilot will receive Company contributions to the DPSP on the same basis
15 as a pilot on active payroll status, but using as earnings the amount of the disability
16 benefit less income from employment that exceeds the calculated disability amount, if
17 any, the result of which will be multiplied by two.
- 18 c. Company contributions will not be paid for periods of temporary or long-term
19 disability following retirement or beyond the later of the FAA mandatory retirement
20 age or the date disability benefits cease. If contributions are ceased due to reaching
21 the FAA mandatory retirement age, in no event will such contributions be resumed
22 should the FAA mandatory retirement age increase.
- 23 4. While in disability status receiving benefits from the NWA LTD Plan, a pilot (and a
24 former pilot who has been removed from the seniority list under **Section 13 B. 3.**) will
25 receive cash payments from the Company in lieu of and equal to the amount of Company
26 contributions that would have been made to the DPSP on the same basis as a pilot on
27 active payroll status, but using as earnings the amount of earnings upon which the
28 disability benefit under the NWA LTD Plan is based (not multiplied by two and not
29 subject to offsets). However, if such pilot (or former pilot who has been removed from
30 the seniority list under **Section 13 B. 3.**) is approved for Social Security disability
31 benefits and delivers notice to the Company, then such amount will instead be
32 contributed to the DPSP. Company contributions will not be paid for periods of long-
33 term disability following retirement or beyond the later of the FAA mandatory retirement
34 age or the date disability benefits cease. If contributions are ceased due to reaching the
35 FAA mandatory retirement age, in no event will such contributions be resumed should
36 the FAA mandatory retirement age increase.
- 37 ~~5. A former NWA pilot may be entitled to an additional Company residual contribution to~~
38 ~~the DPSP under **Section 26 N. 4. a.**~~
- 39 ~~6~~5. The Company will disclose on a quarterly basis to the Chairman of the Retirement and
40 Insurance Committee the terms of all contractual expense and fee arrangements between
41 the Company (or the Plan or the trust) and any service provider, written or otherwise,
42 involving the Savings Plan and/or DPSP or the assets of the trust under the Savings Plan
43 and/or DPSP, including, but not limited to, any arrangement involving revenue-sharing or
44 the reduction of recordkeeping or other administrative fees.
- 45 ~~7. Effective no later than January 1, 2013, a~~6. A DPSP participant may engage a third
46 party financial advisor to manage his individual brokerage account under the DPSP

Section 26 – Retirement and Disability Benefits

1 provided that C.F.R. Section 2550.404c-1 (specifically Section 2550.404c-1(f), example
2 9) and U.S. Department of Labor Advisory Opinion 2005-23A (dated December 7, 2005)
3 remain valid and binding guidance. Should the above-mentioned guidance become
4 invalid or is superseded in the future, the Company and the Association will meet and
5 confer to reach agreement regarding a reasonable transition plan with respect to any
6 existing third party financial advisors then in place. No fees for these advisory services
7 may be deducted from the DPSP participant's account under the DPSP.

8 Note: If, in the future, the prevalent practice among large employers is to permit fees to
9 be deducted from a participant's account and the DPSP recordkeeper is capable of such
10 practice, the parties will meet and confer to reach agreement, in light of fiduciary and
11 regulatory guidance then available.

12 8. Amend the DPSP as follows:

13 a. ~~Effective July 1, 2012, include in earnings:~~

14 ~~1) any amounts paid in conjunction with retirement, disability, death or termination~~
15 ~~of continuous employment in lieu of continuous employment in lieu. As soon as practicable after DOS and to the~~
16 ~~maximum extent permitted by law, the value of earned and, if applicable, accrued~~
17 ~~vacation that has not been taken; and~~

18 ~~2) full service bank lump sum payouts paid in conjunction with retirement, death or~~
19 ~~disability.~~

20 ~~Note: payable to a pilot after retirement, along with Company contributions under~~
21 ~~Section 26 C. 2. with respect to such earnings will be made at the time provided~~
22 ~~under Section 26 C. 2. contributed to the pilot's DPSP account as a Company~~
23 ~~contribution or, if necessary, will be paid to the pilot as an excess payment as~~
24 ~~described in Section 26 M. 1. and 2.~~

25 ~~Exception one: Company contributions b. Effective with respect to earnings~~
26 ~~described in Section 26 C. 8. a. 1) paid before paid on and after January 1, 2013 will~~
27 ~~be made as soon as practical but no later than January 15, 2013.~~

28 ~~Exception two: Employee contributions may be deducted from earnings described in~~
29 ~~Section 26 C. 8. a. 1) as soon as practical but no later than 60 days after July 1, 2012.~~

30 ~~b. Effective no later than January 1, 2013, provide for matching definitions of earnings~~
31 ~~in the DPSP and the DC Plan.~~

32 ~~c. For pilots hired (or rehired) on or after January 1, 2013, provide for automatic pre-tax~~
33 ~~employee contributions from earnings (unless the pilot elects otherwise) equal to 5%~~
34 ~~of earnings, beginning with 2017, the payroll period next following or coincident~~
35 ~~with Company contribution to the 90-day period following the Employee's date of~~
36 ~~hire (or rehire), and increasing by 1% of earnings each year thereafter, to 10%~~
37 ~~of DPSP is 16% of a pilot's earnings.~~

38 9. If the Internal Revenue Service or Treasury Department releases future guidance that
39 impacts in-service withdrawals, or the conversion to a designated Roth account within the
40 DPSP or withdrawal rights of such amount, the Company and ALPA will meet and
41 confer to reach agreement regarding changes needed to the DPSP to comply with such
42 guidance.
43

Section 26 – Retirement and Disability Benefits

D. General

1. Irrespective of any contrary provisions of the D&S Plan (including the NWA LTD Plan), the DPSP, ~~the DC Plan (including the NWA MP3)~~, the NWA Pension Plan, and the NWA Excess Plan, the Company agrees that such Plans will not be amended, changed, varied, modified, or voluntarily discontinued during the term of the PWA and thereafter until the date the parties have been released to exercise self-help after exhaustion of the dispute resolution procedure of the Railway Labor Act, except as agreed by the Association and the Company, or except as otherwise required by law.
2. It is recognized that the Company will have the right to select the claims processors, plan administrators, trustees, plan record keepers, plan named fiduciaries, and plan carriers for the D&S Plan (including the NWA LTD Plan), ~~the DC Plan (including the NWA MP3)~~ and the DPSP, and may change such entities at any time and for any reason. The Company may change service providers with respect to the DPSP after conferring and receiving input from the Association. Such input from the Association will be duly considered by the Plan fiduciary, and if not complied with, the reasons for denial will be made in writing to the Association. If the Association wishes to change service providers with respect to the DPSP, it may request such a change to a new named service provider in writing by March 1st of the year prior to the beginning of the next plan year. Such request will be duly considered by the Plan fiduciary, and if not granted, the reasons for denial of such request will be made in writing to the Association.

E. Plan Amendment Procedure

1. a. The Company will provide to the Association a draft amendment to any of the following benefit plans within 120 days following the parties' agreement to modify such plan (e.g., through an amended PWA or a Letter of Agreement):
 - 1) D&S Plan (including the NWA LTD Plan)
 - 2) ~~DC Plan (including the NWA MP3)~~
 - 3) DPSP
 - 4) NWA Pension Plan
 - 5) NWA Excess Plan
- b. The draft amendment will include all modifications to the Plan(s) that the Company determines are required by the parties' agreement. The Association will provide the Company its written comments on the language in the draft amendment that reflects the specific modification resulting from the parties' agreement (the "modified language") within 60 days following its receipt of the draft amendment. The Company and the Association will, if necessary, within 30 days following the Company's receipt of the Association's comments, meet and confer to reach agreement on final wording of the modified language. The parties will continue to meet, over a period of up to 90 days, as frequently as necessary to reach agreement on the final wording of the modified language.
2. Either the Company or the Association, with the approval of the other party, may waive any time limit provided in **Section 26 E. 1.**
3. Notwithstanding the foregoing, the Company will timely amend any Plan to the extent necessary to maintain such Plan's tax-favored or legal status, and the Association

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1 maintains its right to file a grievance with respect to any such amendment that it
2 determines violates the PWA.

3 4 F. Governmental Approval

5
6 Applicable provisions of **Section 26** will remain effective provided that the D&S Plan
7 (including the NWA LTD Plan) and the ~~DC Plan (including the NWA MP3)~~ DPSP remain
8 approved by the United States Department of Treasury, the United States Department of
9 Labor, and any other governmental agency with jurisdiction over such plans. The Company
10 will make every reasonable effort to maintain the approval of these plans by any agency with
11 jurisdiction thereover.

12 13 G. Increases in Certain ~~DC Plan and~~ DPSP Limits

14
15 If Internal Revenue Code Section 401(a)(17), ~~415(b),~~ or 415(c) (the “qualified plan limits”)
16 are amended to increase the limitations therein, then any such increase will be effective for
17 the ~~DC Plan (including the NWA MP3) and the~~ DPSP, as of the earliest date that the
18 increased qualified plan limits could have become legally effective for that Plan, had that
19 Plan not been collectively bargained.
20

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H. Association Retirement and Insurance Committee

1. The Retirement and Insurance Committee will collect and evaluate the data described below which will be furnished to the Committee by the Company by the dates so indicated. In no case will a copy of any report made to a government department or agency be due to the Committee prior to 30 days after the deadline set by such department or agency for that report, including extensions:

	Data To Be Provided:	To Be Provided By:
a.	Actuarial Report of D&S Plan (including the NWA LTD Plan), NWA Pension Plan and NWA Excess Plan.	December 7 for D&S Plan; June 1 for NWA Pension Plan and NWA Excess Plan
b.	Quarterly Trust Report of the D&S Plan (including the NWA LTD Plan); Quarterly Trust Reports for the DC Plan (including the NWA MP3) ; DPSP; Quarterly Trust Report of Contributions, Benefits and Investments for the NWA Pension Plan.	60 days following the end of the quarter
c.	Quarterly reports relative to each advisor involved in the investment of assets of the D&S Plan (including the NWA LTD Plan) and NWA Pension Plan.	60 days following the end of the quarter
d.	Annual Return/Report of Employee Benefit Plan (Form 5500) for all of the Plans listed in Section 26 I. 1. (other than the NWA Excess Plan).	10-½ months following the end of the applicable Plan year
e.	IRS (Form 990) for the D&S Trust.	March 15 th following the end of the Plan year
f.	Pension Benefit Guaranty Corp. – PBGC-1 (or other PBGC Form(s) regarding calculation and payment of PBGC premiums) for the NWA Pension Plan.	30 days after the due date (including extensions) of the final PBGC-1 filing (or other PBGC Form(s) regarding calculation and payment of PBGC premiums).

2. The Committee will meet quarterly (at the Committee’s request) to advise the Company of problems in regard to administration of all of the plans listed in **Section 26 I. 1.** and to work with the Company toward resolving such problems within the framework of the PWA. Additionally, the Committee Chairman may review the portfolio and related information once each year.
3. The Company will provide to the Committee, upon its request, accompanied by an appropriate release from the participant in any plan listed in **Section 26 I. 1.**, the calculations (including worksheets, if any) used in determining such participant’s benefits under the plan.

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- 1 4. The Company will provide to the Committee, upon its request, the following for all of the
2 retirement plans listed in **Section 26 I. 1.**:
 - 3 a. Summary Plan Description.
 - 4 b. General announcements and informational communications to participants.
 - 5 c. Forms to be completed by participants.
 - 6 d. Benefit statements (if accompanied by an appropriate release from the pilot(s) or 13
7 B. 3. pilot(s)).
- 8 5. The Company will allow the Committee to attend annual briefings given to the Company
9 or the DPSP plan administrator by any service provider to the DPSP. In addition, the
10 Company will provide to the Committee a copy of each report regarding the DPSP that is
11 prepared by any service provider to the DPSP, within 30 days of delivery of the report to
12 the Company or DPSP plan administrator. Participant-specific information will be
13 redacted from reports provided to the Committee.
14

15 I. Incorporation of Plans by Reference

- 16
17 1. The following plans are incorporated by reference into this Agreement:
 - 18 a. D&S Plan (including the NWA LTD Plan)
 - 19 b. ~~DC Plan (including the NWA MP3)~~
 - 20 ~~c.~~ DPSP
 - 21 ~~d.~~ NWA Pension Plan
 - 22 ~~e.~~ NWA Excess Plan
- 23 2. The terms of the plans in **Section 26 I. 1.**, as amended, will control in the event of any
24 conflict or difference between **Section 26** and such Plan terms.
25

26 J. Beneficiary Designations

27
28 ~~The DC Plan (including the NWA MP3);~~The DPSP, D&S Plan (including the NWA LTD
29 Plan), NWA Pension Plan, and NWA Excess Plan, that provide for a beneficiary designation,
30 will provide that a participant's designation of a beneficiary under such Plan applies only to
31 benefits under that Plan.
32

33 K. D&S Plan

34
35 The following is intended to be a summary of certain provisions of the D&S Plan after it is
36 amended as provided in **Section 26 K. 5.** The terms, conditions and limitations of the D&S
37 Plan, amended as provided in **Section 26 K. 5.**, will control in the event of any conflict or
38 difference between **Section 26** and the D&S Plan. Detailed information about Plan terms is
39 set forth in the D&S Plan document and Summary Plan Description.

- 40 1. A D&S Plan participant is eligible for disability benefits, as follows:
 - 41 a. To be eligible to receive temporary disability benefits, a D&S Plan participant must
42 be prevented from performing the duties of his occupation solely because of injury,
43 pregnancy, sickness or disease (including natural deterioration).
 - 44 b. To be eligible to receive long-term disability benefits, a D&S Plan participant must
45 satisfy either of the following:

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- 1) The plan administrator determines that he has met the requirements to be eligible to receive temporary disability benefits (whether or not he actually received temporary disability benefits), and is not eligible to exercise the privileges of his First Class Medical Certificate.
- 2) The Company determines that he does not meet the standards established by the FAA for the issuance of a First Class Medical Certificate, including the FAA waiver and restriction policy.
- c. A pilot who otherwise meets all D&S Plan requirements is eligible for temporary or long-term disability benefits even though he no longer is (or never was) under the care of a Qualified Health Professional if:
 - 1) he is unable to return to active payroll status due to the FAA’s pending review of his application or possession of his First Class Medical Certificate following the pilot’s timely and good faith disclosures to the FAA and/or Director – Health Services and/or his AME of a medical condition; and
 - 2) he promptly contacts the Director – Health Services to report the FAA’s pending review of his application for or possession of his First Class Medical Certificate and submits information satisfactory to the Director – Health Services providing that he is proceeding promptly to regain his First Class Medical Certificate, is utilizing available resources provided by the Company, the Association and/or other entities, to assist him in regaining his First Class Medical Certificate, and is cooperating in a timely manner with all of the FAA’s requests.
- d. All D&S Plan participants must provide continuing proof of disability as provided in the D&S Plan.
- e. No temporary or long-term disability benefits are payable after a D&S Plan participant’s attainment of the FAA mandatory retirement age.
2. The amount of a D&S Plan participant’s disability benefit is as follows:
 - a. The semi-monthly temporary disability benefit is equal to one-half of 50% of the D&S Plan participant’s Final Average Earnings, less any applicable offsets as described in **Section 26 K. 3.**
 - b. The monthly long-term disability benefit is equal to 50% of the D&S Plan participant’s Final Average Earnings, less any applicable offsets as described in **Section 26 K. 3.**
 - c. Final Average Earnings generally means the monthly average of the D&S Plan participant’s highest 12 consecutive months of normal earnings out of the last 36 months while on active payroll status (including accident leave, sick leave and vacation).
3. Offsets
 - a. Temporary and long-term disability benefits under the D&S Plan will be offset by the following:
 - 1) Workers compensation benefits, to the extent such benefits are payable on account of the participant’s employment with the Company, and state disability income benefits, whether or not payment of such workers compensation and state disability income benefits is forfeited because of failure to apply.
 - 2) The single life annuity equivalent of benefits actually paid by the PBGC attributable to the terminated Delta Pilots Retirement Plan.

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- 1 3) The single life annuity equivalent of benefits actually paid from the NWA
2 Pension Plan and the NWA Excess Plan.
- 3 b. ~~Long~~ Effective for long-term disability benefits paid after [DOS], regardless of
4 whether the event date was before or after [DOS], long-term disability benefits will also
5 be offset by income from employment that exceeds the calculated disability benefit
6 amount (before application of other ~~benefits~~ offsets) for the first 36 months following
7 commencement of long-term disability benefits.
- 8 4. The Company will contribute to the D&S Trust within 60 days after the end of each
9 calendar quarter an amount of money equal to the actual amount of disability benefits
10 (i.e., temporary disability benefits, long-term disability benefits, and top-up disability
11 benefits) paid from the D&S Plan to a former NWA pilot and the actual amount of
12 premiums paid from the D&S Plan to provide the basic and retiree life insurance under
13 **Section 25 H.G. 1.** for former NWA pilots for that calendar quarter.
- 14 5. Amend the D&S Plan, effective ~~July 1, 2012~~ DOS, unless otherwise specified, as follows:
- 15 a. ~~Effective for Event Dates on and after July 1, 2012, delete the following alternative~~
16 ~~for determining the amount of the long-term disability benefit: 50% of the product of~~
17 ~~80 hours multiplied by the composite hourly rate of the position the participant held~~
18 ~~on his Event Date.~~
- 19 b. ~~Provide that after July 1, 2012, a pilot who otherwise meets all D&S Plan~~
20 ~~requirements is eligible for temporary or long-term disability benefits even though he~~
21 ~~no longer is (or never was) under the care of a Qualified Health Professional if:~~
22 1) ~~he is unable to return to active payroll status due to the FAA's pending review of~~
23 ~~his application or possession of his First Class Medical Certificate following the~~
24 ~~pilot's timely and good faith disclosures to the FAA and/or Director—Health~~
25 ~~Services and/or his AME of a medical condition; and~~
26 2) ~~he promptly contacts the Director—Health Services to report the FAA's pending~~
27 ~~review of his application for or possession of his First Class Medical Certificate~~
28 ~~and submits information satisfactory to the Director—Health Services providing~~
29 ~~that he is proceeding promptly to regain his First Class Medical Certificate, is~~
30 ~~utilizing available resources provided by the Company, the Association and/or~~
31 ~~other entities, to assist him in regaining his First Class Medical Certificate, and is~~
32 ~~cooperating in a timely manner with all of the FAA's requests.~~
- 33 c. ~~Provide that after July 1, 2012, a pilot is eligible for temporary or long-term disability~~
34 ~~benefits for a maximum period of seven years following the Event Date, if he meets~~
35 ~~all D&S Plan requirements for temporary or long-term disability benefits but elects~~
36 ~~not to undergo an invasive medical procedure required by the FAA for issuance of his~~
37 ~~First Class Medical Certificate but only if he meets the following requirements:~~
38 1) ~~He continues to undergo an FAA physical and reapply to the FAA every six~~
39 ~~months (or twelve months, if applicable for his age or category) for issuance of~~
40 ~~his First Class Medical Certificate.~~
41 ~~Note: Each such FAA physical will be fully reimbursed under **Section 25 K. 3.**~~
42 2) ~~After each such FAA physical he provides evidence satisfactory to the Plan~~
43 ~~Administrator demonstrating that he made such application and timely completed~~
44 ~~all requirements imposed on him by the FAA for such issuance (other than~~
45 ~~undergoing such invasive medical procedure).~~

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~~3) He promptly contacts the Director—Health Services after each attempt to regain his First Class Medical Certificate to report that the FAA requires (or continues to require) that he undergo such invasive medical procedure in order to be issued his First Class Medical Certificate and permits the Director—Health Services to review all medical information and intervene on the pilot’s behalf so as to assure that the FAA’s requirement for the invasive medical procedure is warranted under the circumstances and in light of developing medical technologies and protocols.~~

~~Note: The requirements in **Section 26 K. 5. c. 1), 2), and 3)** will apply as long as the pilot accepts temporary or long-term disability benefits from the D&S Plan (including for periods after he is no longer on the seniority list) due to his election not to undergo such invasive medical procedure. No other provision or limitation of the Plan will supersede such requirements.~~

~~Exception: The Plan Administrator may elect not to require the pilot to undergo an FAA physical and reapply to the FAA with the frequency set forth in **Section 26 K. 5. c. 1)** (or at all), if such actions are not necessary or appropriate under the circumstances.~~

~~d. Effective for pilots who, after July 1, 2012, return to active payroll status, provide under Section 2 of the D&S Plan (Eligibility) that a pilot will be eligible for D&S Plan disability benefits and Company provided life insurance benefits while on active payroll status.~~

~~e. Provide that a pilot is eligible for disability benefits if his Event Date occurs after July 1, 2012 and while on FMLA leave or during the first 60 days of a military leave of absence.~~

~~f. Clarify that if, while receiving long-term disability benefits from the D&S Plan, a pilot (or 13 B. 3. pilot) experiences a subsequent disabling condition that would also qualify for the receipt of long-term disability benefits under the D&S Plan, he will continue to be eligible to receive long-term disability benefits for that subsequent disability even after the initial disabling condition is resolved (subject to any applicable limitations in the D&S Plan). The pilot (or 13 B. 3. pilot) must continue to meet all D&S Plan provisions in order to continue to receive long-term disability benefits with respect to such subsequent disabling condition.~~

~~g. Effective January 1, 2013, delete provisions permitting payment from the D&S Plan of up to \$60 million in sick leave pay, vacation pay and other legally permissible benefits.~~

~~h. Effective for any funding payment otherwise due after April 15, 2013, delete provision requiring the Company to make a funding payment of up to \$60 million.~~

~~i. Effective for Event Dates after July 1, 2012, provide that any disability benefit payment from the D&S Plan will be permanently forfeited by the D&S participant during any period when the D&S Plan participant is incarcerated following conviction for a felony. A benefit in the amount of each forfeited disability benefit will be paid to his eligible dependents as defined in the DPMP, if any, in the following order:~~

~~1) entirely to the D&S participant’s current spouse or domestic partner;~~

~~2) if there is no current spouse or domestic partner, to other eligible dependents of the D&S participant in such proportions as determined by the Plan Administrator of the D&S Plan.~~

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- 1 ~~j. The D&S Plan will be amended effective for Event Dates that occur on or after July 1,~~
2 ~~2012 and for Event Dates that occurred in the 30 months immediately preceding July~~
3 ~~1, 2012, where the pilot (or 13 B. 3. pilot) is receiving long term disability benefits~~
4 ~~for psychiatric conditions, alcoholism, and/or drug abuse (such long term disability~~
5 ~~benefits hereinafter referred to as “PC/AD benefits”) as of July 1, 2012:~~
6 ~~1) PC/AD benefits will be subject to a lifetime maximum equal to 54 months. The~~
7 ~~number of months of PC/AD benefits paid to a pilot (or 13 B. 3. pilot) for event~~
8 ~~dates that occurred on or after 11/11/2004 and before July 1, 2012 will be applied~~
9 ~~to reduce that 54 month maximum.~~
10 ~~2) The PC/AD benefits paid for any one disability period that began on or after 30~~
11 ~~months prior to July 1, 2012 will be no longer than 30 months.~~
12 ~~3) The above limits on PC/AD benefits will apply regardless of whether the pilot’s~~
13 ~~(or 13 B. 3. pilot’s) disability is based on one, or more than one, of the conditions~~
14 ~~subject to the limits (i.e. psychiatric, alcoholism and drug abuse).~~
15 ~~4) The above limits on PC/AD benefits will not apply during a period in which the~~
16 ~~pilot (or 13 B. 3. pilot) is also qualified for long term disability benefits under the~~
17 ~~D&S Plan for a physical disability that runs concurrent with a disability due to a~~
18 ~~psychiatric condition, alcoholism and/or drug abuse.~~
19 ~~5) Notwithstanding the rule of *Section 26 K. 5. d.* that provides a pilot is eligible for~~
20 ~~disability benefits while on active payroll status, a new period of disability for~~
21 ~~psychiatric conditions, alcoholism or drug abuse may begin only after completion~~
22 ~~of all training required to return to flight duty, including OE.~~
23 ~~6) PC/AD benefits will be extended for up to 3 months after a pilot reaches the 30~~
24 ~~month (per disability) maximum or the 54 month lifetime maximum period if (A)~~
25 ~~the pilot filed his initial application for reinstatement of his First Class Medical~~
26 ~~Certificate prior to the end of the applicable period of disability and is waiting for~~
27 ~~the FAA’s determination on that initial application; and (B) the pilot meets the~~
28 ~~requirements set out in *Section 26 K. 1. c. 2).*~~
29 a. Effective for long-term disability benefits paid after DOS, regardless of whether the
30 event date was before or after DOS, long term disability benefits will be offset by
31 income from employment that exceeds the calculated disability benefit amount
32 (before application of other offsets) for the first 36 months following commencement
33 of long-term disability benefits.
34 b. Amend the D&S Plan to provide enhanced disability benefits as follows:
35 1) A pilot will be eligible for enhanced disability benefits if he meets all of the
36 following:
37 a) His disability qualifies him for temporary or long-term disability benefits
38 under the D&S Plan.
39 b) He remains disabled following the latest of the following dates:
40 i) The date he exhausts sick leave,
41 ii) If he is a member of DPMA (or covered for DPMA equivalent disability
42 benefits), the date he exhausts DPMA (or DPMA equivalent disability)
43 benefits,
44 iii) If he is not a member of DPMA (or is not covered for DPMA equivalent
45 disability benefits), the date that is twelve full months following the date
46 he exhausts sick leave, or

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1 iv) The date he exhausts top-up disability benefits, if any, under **Section 26 N.**

2 **4.**

3 Exception: **Section 26 K. 5. b. 1) b) iii)** will not apply to a pilot who is not a
4 member of DPMA (or not covered for DPMA equivalent disability benefits),
5 but had been a member of DPMA (or had been covered for DPMA equivalent
6 disability benefits) until he exhausted maximum lifetime DPMA (or DPMA
7 equivalent disability) benefits.

8 c) The number of hours remaining in his enhanced disability account (as
9 determined and adjusted under **Section 26 K. 5. b. 2) and 5)** is greater than
10 zero.

11 2) A pilot's enhanced disability account will initially be zero. Following the
12 completion of each sick leave year under **Section 14**, beginning with the sick
13 leave year completed in **2016**, a pilot who uses less than 80 sick leave credit hours
14 in the sick leave year just completed will have credited to his enhanced disability
15 account the number of hours equal to 50% of the difference between the number
16 of sick leave credit hours he used and 80, e.g. a maximum credit of 40 hours with
17 respect to any single, completed sick leave year.

18 3) A pilot's enhanced disability benefit is equal to 50% of the product of 80 hours
19 multiplied by the pilot's composite hourly rate as of the date on which he
20 exhausted his sick leave.

21 4) A pilot's enhanced disability benefit will be paid monthly, beginning on the latest
22 of the dates determined under **Section 26 K. 5. b. 1) b)** and ending at the earliest
23 of:

24 a) The date the pilot's temporary or long-term disability benefits end due to
25 recovery, reaching age 65 or any other D&S Plan limit.

26 b) The date he exhausts his enhanced disability account, as determined and
27 adjusted under **Section 26 K. 5. b. 2) and Section 26 K. 5. b. 5)**, or

28 c) The date he retires or terminates from employment.

29 5) For each month a pilot receives enhanced disability benefits, his enhanced
30 disability account will be reduced by 80 hours (and will be reduced on a prorated
31 basis for each partial month).

32 6) Enhanced disability benefits are not considered eligible disability earnings with
33 respect to contributions under the DPSP.

34 6. The Company will contribute to the D&S Plan trust within 60 days after the end of each
35 calendar quarter an amount of money equal to the actual amount of enhanced disability
36 benefits paid from the D&S Plan for that calendar quarter.

37

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1 L. ~~Reserved~~

2
3 M. ~~Overpayments from Plans~~

4
5 In the event of an overpayment from the D&S Plan (including the NWA LTD Plan), DPSP,
6 ~~DC Plan (including the NWA MP3)~~, NWA Pension Plan or NWA Excess Plan, a Plan
7 participant will be notified in writing by letter of the circumstances resulting in the
8 overpayment and the amount of the overpayment. Such Plan participant will be informed that
9 he has 45 days from the date of the letter to contact the Company to make arrangements for
10 repayment. Effective for overpayments discovered after July 1, 2012, a Plan will not request
11 repayment of any overpayment made for a period that is more than 48 months before the date
12 of the letter, with the exception of overpayments of disability benefits made from the D&S
13 Plan due to failure to apply the proper offset for benefits payable by the PBGC and
14 overpayments that occur as a result of a Plan participant's provision of an erroneous
15 statement or omission of material facts when applying for and providing information
16 requested by the Plan with respect to initial and continuing benefits due from the Plan. The
17 letter will advise such Plan participant that if contact is not made within the 45-day period the
18 Company will recoup the overpayment in equal installments over the next six months from
19 payments due from the applicable Plan, without interest. If requested by the Plan participant
20 during the 45-day period, an alternate arrangement will be made to permit repayment in
21 equal monthly installments over a period of up to 48 months, without interest. In the event
22 there are insufficient future monthly payments due from the applicable Plan, repayments will
23 be made by the Plan participant in equal monthly installments over the established repayment
24 period (six months or up to 48 months), without interest. In the event of default in payment
25 of one or more installments, the entire amount will become immediately due and the Plan
26 Administrator may pursue collection of such amount (including interest and collection fees)
27 to the full extent permitted by law.
28

29 ~~N. DC Plan (Including the NWA MP3)~~

30
31 ~~The following is intended to be a summary of certain provisions of the DC Plan (including the~~
32 ~~NWA MP3). The terms, conditions and limitations of the DC Plan (including the NWA~~
33 ~~MP3), amended as provided in **Section 26 N. 6.**, will control in the event of any conflict or~~
34 ~~difference between **Section 26** and the DC Plan (including the NWA MP3). Detailed~~
35 ~~information about Plan terms is set forth in the DC Plan document and Summary Plan~~
36 ~~Description.~~

37 ~~1. Effective with respect to earnings paid on and after January 1, 2012 and before January 1,~~
38 ~~2014, the Company contribution to the DC Plan will be 12% of earnings. There will be~~
39 ~~no Company contributions to the DC Plan with respect to earnings paid on and after~~
40 ~~January 1, 2014. Company contributions to the DC Plan that are made on account of~~
41 ~~earnings paid in each regular semi-monthly payroll check will be made no later than 15~~
42 ~~days following the date such semi-monthly payroll check is issued.~~

43
44 ~~Exception: Effective with respect to earnings paid on and after January 1, 2012 and~~
45 ~~before January 1, 2014, a pilot who is a participant in the NWA MP3 will receive~~
46 ~~Company contributions to the DC Plan, as follows, in addition to an additional Company~~

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~~residual contribution he may be eligible to receive under **Section 26 N. 4. a.**:~~

Earnings Paid	Company Contributions as Percentage of Earnings
On and after January 1, 2012 but before January 1, 2013	1%
On and after January 1, 2013 but before January 1, 2014	4%

~~This Exception two will cease to apply with respect to earnings paid after December 31, 2013.~~

- ~~2. While in disability status receiving disability benefits from the D&S Plan (not from the NWA Pension Plan or NWA LTD Plan), a pilot and a 13 B. 3. pilot will receive Company contributions to the DC Plan as follows:

 - ~~a. If the pilot is receiving temporary disability benefits, the pilot will receive Company contributions to the DC Plan on the same basis as a similar pilot on active payroll status, under **Section 26 N. 1.** (including the Exceptions, as applicable) but using as earnings the amount of the disability benefit multiplied by two.~~
 - ~~b. If the pilot or the 13 B. 3. pilot is receiving long-term disability benefits, the pilot or the 13 B. 3. pilot will receive Company contributions to the DC Plan on the same basis as a similar pilot on active payroll status, under **Section 26 N. 1.** (including the Exceptions, as applicable) but using as earnings the amount of the disability benefit less income from employment that exceeds the calculated disability amount, if any, the result of which will be multiplied by two.~~
 - ~~c. Company contributions will not be paid for periods of temporary disability or long-term disability following retirement or beyond the later of the FAA mandatory retirement age or the date disability benefits cease. If contributions are ceased due to reaching the FAA mandatory retirement age, in no event will such contributions be resumed should the FAA mandatory retirement age increase.~~~~
- ~~3. While in disability status receiving benefits from the NWA LTD Plan, a pilot (and a former pilot who has been removed from the seniority list under **Section 13 B. 3.**) who is a participant in the NWA MP3 will receive cash payments from the Company in lieu of and equal to the amount of Company contributions that would have been made to the DC Plan, under **Section 26 N. 1.** (including Exception two), but using as earnings the amount of earnings upon which the disability benefit under the NWA LTD Plan is based (not multiplied by two and not subject to offsets); provided that, if such pilot (or former pilot who has been removed from the seniority list under **Section 13 B. 3.**) is approved for Social Security disability benefits and delivers notice to the Company, then such amount will instead be contributed to the DC Plan. Company contributions will not be paid for periods of long-term disability following retirement or beyond the later of the FAA mandatory retirement age or the date disability benefits cease. If contributions are ceased due to reaching the FAA mandatory retirement age, in no event will such contributions be resumed should the FAA mandatory retirement age increase.~~
- ~~4. NWA MP3 (portion of DC Plan)~~

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- 1 a. ~~Effective for earnings paid each year beginning January 1, 2012 and ending~~
2 ~~December 31, 2013, the Company contribution to the NWA MP3 will be 8% of the~~
3 ~~earnings of all former NWA pilots who are participants in the NWA MP3.~~
4 ~~Note: If the aggregate target contributions in any such year are less than 8% of such~~
5 ~~earnings, then the excess for the year will be contributed to the DPSP in December of~~
6 ~~such year as Company residual contributions and allocated pro rata among NWA~~
7 ~~MP3 participants based on their earnings that year.~~
8 ~~Exception: The 2013 residual contributions that would have been made in December~~
9 ~~of 2013 will be made no later than January 31, 2014.~~
- 10 b. ~~No targeted Company contributions will be made to the NWA MP3 and no Company~~
11 ~~residual contributions will be made after December 31, 2013.~~
12 ~~Exception: The 2013 residual contributions that would have been made in December~~
13 ~~of 2013 will be made no later than January 31, 2014.~~
- 14 c. ~~Until December 31, 2013, and with prior notice, the Company will make its actuaries~~
15 ~~available to assist the Association in the transition process and will pay the reasonable~~
16 ~~actuarial expenses incurred, not to exceed \$25,000 for each plan year or partial plan~~
17 ~~year, with any unused portion of the annual allowance carrying over to succeeding~~
18 ~~years, in the period from October 30, 2008 until December 31, 2013. The~~
19 ~~Association will reimburse the Company for any such expenses which exceed this~~
20 ~~limit.~~
- 21 5. ~~Effective no later than January 1, 2013, a DC Plan participant may engage a third party~~
22 ~~financial advisor to manage his individual brokerage account under the DC Plan~~
23 ~~(including the NWA MP3 Plan), provided that C.F.R. Section 2550.404e-1 (specifically~~
24 ~~Section 2550.404e-1(f), example 9) and U.S. Department of Labor Advisory Opinion~~
25 ~~2005-23A (dated December 7, 2005) remain valid and binding guidance. Should the~~
26 ~~above mentioned guidance become invalid or is superseded in the future, the Company~~
27 ~~and the Association will meet and confer to reach agreement regarding a reasonable~~
28 ~~transition plan with respect to any existing third party financial advisors then in place.~~
29 ~~No fees for these advisory services may be deducted from the participant's account under~~
30 ~~the DC Plan.~~
31 ~~Note: If, in the future, the prevalent practice among large employers is to permit fees to~~
32 ~~be deducted from a participant's account and the DC Plan recordkeeper is capable of such~~
33 ~~practice, the parties will meet and confer to reach agreement, in light of fiduciary and~~
34 ~~regulatory guidance then available.~~
- 35 6. ~~Amend DC Plan as follows:~~
- 36 a. ~~Effective July 1, 2012, include in earnings any amounts paid in conjunction with~~
37 ~~retirement, disability, death or termination of continuous employment in lieu of~~
38 ~~earned and, if applicable, accrued vacation that has not been taken. Contributions~~
39 ~~with respect to such earnings will be made at the time provided under **Section 26 N.**~~
40 ~~**I.**~~
41 ~~Exception: Contributions with respect to such earnings paid before January 1, 2013~~
42 ~~will be made as soon as practical but no later than January 15, 2013.~~
- 43 b. ~~Effective no later than January 1, 2013, provide for matching definitions of earnings~~
44 ~~in the DPSP and the DC Plan.~~

Section 26 – Retirement and Disability Benefits

1 ~~7. The DC Plan will be terminated effective December 31, 2013 and the assets of the DC~~
2 ~~Plan will be distributed in accordance with Attachment 26-1, “DC Plan Termination and~~
3 ~~Distribution.”~~

4
5 ~~O. Reserved~~

6
7 ~~P. Excess Payments on Account of Limits under the DC Plan (including the NWA MP3) and~~
8 ~~the DPSP~~

9
10 ~~1. Contributions to the DC Plan (including the NWA MP3) and the DPSP (individually, a Plan,~~
11 ~~collectively, the Plans)~~

12 1. Company contributions to the DPSP will not be made on earnings in excess of the
13 compensation limit of Code Section 401(a)(17), nor will contributions be made in excess
14 of the contribution limit of Code Section 415(c).

15 2. Once a pilot or 13 B. 3. pilot reaches either limit for a plan year, the Company will pay
16 any further Company contributions to the pilot or 13 B. 3. pilot in cash. These amounts
17 will be known as excess payments.

18 3. If the excess payments are attributable to the 401(a)(17) limit, they will be made at the
19 same time as contributions would have been made to the Plan DPSP, but for the limit.

20 4. If the excess payments are attributable to the 415(c) limit, they will be made at the
21 earliest of the following times: ~~(~~

22 a) ~~once.~~ Once per year, not later than 75 days after the end of the plan year; ~~or (~~

23 b) ~~within.~~ Within 45 days of the retirement or termination of a pilot or 13 B. 3. pilot
24 who retires or terminates prior to the end of a plan year.

25 5. ~~Contributions~~ Company contributions (or excess payments) will be made with respect to
26 all earnings, whether such earnings are paid before or after retirement or termination
27 (including death).

28 6. Excess payments will not be earnings under the ~~DC Plan (including the NWA MP3) the~~
29 ~~DPSP, the D&S Plan (including the NWA LTD Plan) or under any other pilot benefit~~
30 ~~plan.~~

31
32 ~~Q.N.~~ Former NWA Pilots - Disability Benefits

33
34 1. Disability Initially under NWA Pension Plan

35 a. **Section 26 Q.N. 1.** applies to a pilot who is receiving a Disability Retirement Pension
36 from the NWA Pension Plan.

37 Note: See **Section 26 Q.N. 9.** for disability benefits applicable to a pilot who received
38 a Disability Retirement Pension from the NWA Pension Plan that ceased due to his
39 attainment of age 60, began receiving a Normal Retirement Pension from the NWA
40 Pension Plan, subsequently recovered and returned to active payroll status.

41 b. Such pilot will continue to receive a Disability Retirement Pension from the NWA
42 Pension Plan under the terms of that Plan and will not participate for disability
43 benefits in the D&S Plan.

44 c. If such pilot recovers and enters qualification training, he will continue to receive a
45 Disability Retirement Pension from the NWA Pension Plan until he successfully
46 completes qualification training. Upon successful completion of qualification

Section 26 – Retirement and Disability Benefits

- 1 training, he will be returned to active payroll status and the Disability Retirement
2 Pension from the NWA Pension Plan will cease.
- 3 d. If such pilot recovers and returns to active payroll status and disables again for the
4 same disability within 12 months of his return to active payroll status, then his
5 disability benefits will be calculated and paid under the terms of the NWA LTD Plan.
- 6 e. If such pilot recovers and returns to active payroll status and disables again either for
7 a different disability or at least 12 months after his return to active payroll status, then
8 his disability benefits will be calculated and paid under the terms of the D&S Plan.
9 To the extent his earnings while a pilot do not fill the entire earnings measurement
10 period under the D&S Plan, then amounts paid while an NWA airman (to the extent
11 such amounts would meet the definition of earnings in the D&S Plan, if such earnings
12 had been paid by the Company) will be considered earnings.
- 13 2. Disability Initially under NWA LTD Plan
- 14 a. **Section 26 QN. 2.** applies to a pilot who is receiving disability benefits from the
15 NWA LTD Plan, or is on unpaid medical leave and is subsequently approved to
16 receive disability benefits from the NWA LTD Plan.
- 17 b. Such pilot will continue to receive (or will receive) disability benefits from the NWA
18 LTD Plan and will not participate for disability benefits in the D&S Plan.
- 19 c. If such pilot recovers and returns to active payroll status and disables again for the
20 same disability within 12 months of his return to active payroll status, then his
21 disability benefits will be the same dollar amount previously paid to him under the
22 NWA LTD Plan and the terms of the NWA LTD Plan will apply in all other respects.
- 23 d. If such pilot recovers and returns to active payroll status and disables again either for
24 a different disability or at least 12 months after his return to active payroll status, then
25 his disability benefits will be calculated and paid under the terms of the D&S Plan.
26 To the extent his earnings while a pilot do not fill the entire earnings measurement
27 period under the D&S Plan, then amounts paid while an NWA airman (to the extent
28 such amounts would meet the definition of earnings in the D&S Plan, if such earnings
29 had been paid by the Company) will be considered earnings.
- 30 3. Cost of DPMA Membership
- 31 a. If a former NWA pilot elects DPMA membership within 45 days of being offered
32 such membership, he must pay DPMA the DPMA dues charged to former NWA
33 pilots. If so elected, such membership will be effective retroactively as of October
34 30, 2008 (or if later, in the case of a NWA disabled pilot or an inactive NWA pilot, as
35 of the date under **Section 26 FP. 3.**), upon payment of the applicable DPMA dues for
36 such membership retroactively to October 30, 2008 (or if later, in the case of a NWA
37 disabled pilot or an inactive NWA pilot, upon payment of the applicable DPMA dues
38 for such membership retroactively to the date under **Section 26 FP. 3.**). For each
39 month the former NWA pilot participates in DPMA and pays the DPMA dues
40 charged to former NWA pilots, the Company will reimburse him for one or both of
41 the following amounts, if any, until the earlier of: (1) the date he exhausts 24 total
42 months (or longer period as described in the exception to **Section 26 QN. 4. f.**) of
43 disability benefits under DPMA and top-up disability benefits, if any, combined, or
44 (2) the date that a similarly situated pre-merger Delta pilot is no longer offered the
45 ability to participate in DPMA:

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- 1) If the DPMA dues for former NWA pilots exceed 100% of that required for DPMA membership by a participant who was a pre-merger Delta pilot, then the Company will reimburse the former NWA pilot the amount of the DPMA dues required of a former NWA pilot that is above 100% of that required of a pre-merger Delta pilot, each pay period, grossed up at a rate of 35%.
- 2) The Company will reimburse a former NWA pilot with a remaining NWA sick leave bank for all or a portion of the DPMA dues charged to former NWA pilots not to exceed 100% of the DPMA dues required of a pre-merger Delta pilot, each pay period, grossed up at a rate of 35%. The percentage of the dues to be reimbursed will be determined by the number of hours in his NWA adjusted sick leave bank on October 30, 2008 (or, in the case of a NWA disabled pilot or inactive NWA pilot, determined by the number of hours in his NWA adjusted sick leave bank at the applicable date under **Section 26 TP. 3.**), as follows:
 - a) The number of hours in the former NWA pilot's NWA adjusted sick leave bank, not to exceed 1,920 hours, will be divided by 1,920.
 - b) The resulting fraction is the percentage of the DPMA dues required of a similarly situated pre-merger Delta pilot that the Company will reimburse the former NWA pilot each pay period.
 - c) Once determined, the fraction will not be adjusted regardless of any subsequent adjustments made to the former NWA pilot's NWA sick leave bank.

Example: A former NWA pilot in his 9th year of service has 720 hours in his NWA sick leave bank. On October 30, 2008, his NWA sick leave bank was reduced by 240 hours. His NWA adjusted sick leave bank of 480 hours is divided by 1,920, for a resulting fraction of .2500 (fraction to be carried out to four decimal places). The Company will reimburse the former NWA pilot 25.00% of the DPMA dues required of a similarly situated pre-merger Delta pilot each pay period.

Note: To be eligible for top-up disability benefits under **Section 26 QN. 4.**, a former NWA pilot must have elected DPMA membership under **Section 26 QN. 3. a.** when he was first eligible to elect such membership, and must have maintained such membership continuously thereafter (unless and until such membership was no longer available to him for reasons beyond his control).

- b. In the event the agreement between the Company and DPMA terminates resulting in the loss of eligibility for DPMA benefits by former NWA pilots, the Company will provide a DPMA equivalent disability benefit to former NWA pilots otherwise eligible for a DPMA benefit. DPMA equivalent disability benefits will be governed by rules that mirror the DPMA rules (e.g., calculation of benefit, definition of disability, maximum benefits per disability, and maximum lifetime disability benefits); provided that the portion of the DPMA equivalent disability benefit provided by the Company will be calculated on a pre-tax basis (not on an after-tax basis in the manner used by DPMA). Whenever a DPMA equivalent disability benefit is provided, the Company will be substituted for DPMA and DPMA

Section 26 – Retirement and Disability Benefits

- 1 equivalent disability benefits will be substituted for DPMA benefits, for all purposes
2 of **Section 26 QN.**
- 3 4. Top-up Disability Benefits
- 4 a. A former NWA pilot will be eligible for top-up disability benefits if:
- 5 1) his disability qualifies him for temporary or long term disability benefits under the
6 D&S Plan,
- 7 2) he elected DPMA membership under **Section 26 QN. 3. a.**, when he was first
8 eligible to elect such membership and he maintained such membership
9 continuously thereafter (unless and until such membership was no longer
10 available to him for reasons beyond his control),
- 11 3) he remains disabled after having reached either of the benefit duration limits
12 under DPMA disability coverage (i.e. the single disability event 12-month benefit
13 limit or the lifetime 24-month limit), and
- 14 4) the number of hours remaining in his NWA sick leave bank (as determined and
15 adjusted under **Section 26 QN. 4. c., d., and e.**) is greater than zero.
- 16 b. The top-up disability benefit is equal to 50% of the product of 80 hours multiplied by
17 the former NWA pilot's composite hourly rate, as defined in the D&S Plan and,
18 subject to **Section 26 QN. 4. f.**, will be paid monthly until the end of the disability
19 period or, if earlier, until the time he exhausts the number of hours remaining in his
20 NWA sick leave bank (as determined and adjusted under **Section 26 QN. 4. c., d., and**
21 **e.**).
- 22 c. For purposes of **Section 26 QN. 4.**, a former NWA pilot's NWA sick leave bank will
23 initially be equal to the pilot's NWA adjusted sick leave bank. Such balance will be
24 further reduced as follows:
- 25 1) if a former NWA pilot's NWA adjusted sick leave bank is over 1,200 hours, it
26 will be reduced for each sick leave credit hour that he uses beginning June 1, 2009
27 (or, in the case of a NWA disabled pilot or inactive NWA pilot, beginning the
28 June 1 following the applicable date under **Section 26 FP. 3.**), and once it is
29 reduced to 1,200 it will be reduced for each sick leave credit hour he uses which
30 is in excess of 60 hours that sick leave year and each sick leave credit hour he
31 uses which is in excess of 60 hours in any sick leave year thereafter; or
- 32 2) if a former NWA pilot's NWA adjusted sick leave bank is 1,200 hours or less, it
33 will be reduced for each sick leave credit hour he uses beginning June 1, 2009 (or,
34 in the case of a NWA disabled pilot or inactive NWA pilot, beginning the June 1
35 following the applicable date under **Section 26 FP. 3.**), which is in excess of 60
36 hours in any sick leave year.
- 37 d. The reduction described in **Section 26 QN. 4. c. 1) or 2)** will occur on the date that
38 the former NWA pilot actually receives his next allocation of sick leave credit hours
39 under **Section 14 D. 1.**
- 40 e. For each month a former NWA pilot receives DPMA disability benefits or top-up
41 disability benefits, the remaining NWA sick leave bank will be reduced by 80 hours
42 (and will be reduced on a prorated basis for each partial month).
- 43 f. When a former NWA pilot has received a combined total of 24 months of DPMA
44 disability benefits and top-up benefits, any remaining DPMA disability benefits will
45 be assigned to the Company or will otherwise benefit the Company in a manner to be
46 determined by the Company and DPMA.

Section 26 – Retirement and Disability Benefits

1 Exception: For a former NWA pilot who had a NWA adjusted sick leave bank
2 balance of more than 1920 hours, the maximum duration of DPMA disability benefits
3 and top-up benefits as stated in **Section 26 QN. 4. f.**, and the point at which DPMA
4 benefits will be assigned to or benefit the Company, may be greater than 24
5 months. This number of months will be determined by substituting for “24” in the
6 first and second sentences of **Section 26 QN. 4. f.** the number equal to his NWA
7 adjusted sick leave bank balance, divided by 80. This provision does not mean that
8 each such former NWA pilot will receive this greater number of months of top-up
9 disability benefits or DPMA benefits since his NWA sick leave bank balance is still
10 subject to reduction as described in **Section 26 QN. 4. c., d., and e.**

- 11 5. DPMA disability benefits and top-up disability benefits are not considered eligible
12 disability earnings for the contributions under the ~~DC Plan (including the NWA MP3) or~~
13 ~~the DPSP, DPSP.~~
- 14 6. The Company may elect to pay top-up disability benefits from the VEBA, subject to
15 **Section 26 K. 4.**
- 16 7. Disability benefits paid to former NWA pilots from the D&S Trust are subject to the
17 contribution provisions of **Section 26 K. 4.**
- 18 8. Other than as specified above, all former NWA pilots will participate under and in
19 accordance with the terms of the D&S Plan.
- 20 9. With regard to a former NWA pilot who began sick leave on or before December 15,
21 2005, received a Disability Retirement Pension from the NWA Pension Plan that ceased
22 due to his attainment of age 60 (whether before or after October 30, 2008), began
23 receiving a Normal Retirement Pension from the NWA Pension Plan, and subsequently
24 recovered and returns to active payroll status; if such pilot subsequently disables again,
25 his disability benefits will be calculated and paid under the terms of the D&S Plan.

27 ~~RO.~~ Former NWA Pilots - Retirement Benefits

- 28
- 29 1. -The frozen NWA Pension Plan and NWA Excess Plan will be continued and all benefits
30 under the frozen NWA Pension Plan and NWA Excess Plan will be provided under the
31 terms of the NWA Pension Plan and NWA Excess Plan, respectively.
- 32 2. If the Company makes a contribution to a defined benefit plan other than the NWA
33 Pension Plan that exceeds the required minimum funding contribution for such other
34 plan, the Company will meet and confer with the Association concerning the funding of
35 the NWA Pension Plan.

37 ~~S.—Reserved~~

39 ~~FP.~~ NWA Disabled Pilots and Inactive NWA Pilots – Retirement, Survivor and Disability 40 Benefits

- 41
- 42 1. **Section 26 FP.** applies to a NWA disabled pilot and an inactive NWA pilot and their
43 eligible survivors under the NWA CBA, unless and until he returns under **Section 26 FP.**
44 **3. Section 26 FP.** does not apply to an individual covered by the order of the bankruptcy
45 court in the NWA bankruptcy case pursuant to Section 1114 of the bankruptcy code with
46 respect to benefits covered by such order.

Section 26 – Retirement and Disability Benefits

1 2. Except as provided in **Section 26 C. 4., Section 26 N. 3., Section 26 Q.,** and **Section 26**
2 **RO**, the Company will provide an individual to whom **Section 26 FP** applies with the
3 following benefits, if any, to which he is entitled under the NWA CBA:

- 4 a. Retirement benefits,
- 5 b. Pre-retirement survivor income and life insurance benefits,
- 6 c. Post-retirement survivor income and life insurance benefits, and
- 7 d. Disability benefits.

8 Effective October 1, 2009, in the case of a NWA disabled pilot on the seniority list on or
9 after October 30, 2008: (i) in Sections 27.F.1.d.(1) and (2) of the NWA CBA, the term
10 “age 60” will be construed to mean “FAA mandatory retirement age”; (ii) Section
11 27.F.1.d.(1) shall be construed to apply also to a pilot on a Normal Retirement Pension
12 from the NWA Pension Plan; and (iii) Section 27.F.1.d.(2) of the NWA CBA shall be
13 applied by reducing the \$25,000 in life insurance coverage at FAA mandatory retirement
14 age by \$3,000 per year but not below \$10,000. The final reduction will be to \$10,000
15 and will remain \$10,000 for the remainder of his lifetime.

16 3. Except as provided in **Section 26 C. 4., Section 26 N. 3., Section 26 Q.,** and **Section 26**
17 **RO**, a pilot to whom **Section 26 FP** applies will become eligible for benefits provided to
18 pilots under **Section 26** at the following times:

- 19 a. In the case of a pilot who had been receiving a Disability Retirement Pension from
20 the NWA Pension Plan, upon his successful completion of qualification training,
- 21 b. In the case of a pilot who had been receiving disability benefits from the NWA LTD
22 Plan or a pilot who had received a Disability Retirement Pension from the NWA
23 Pension Plan that ceased due to his attainment of age 60, when he presents a first
24 class medical certificate to the Company and the Company determines that he meets
25 the applicable physical standards under **Section 15 B.**
- 26 c. In the case of an inactive NWA pilot, when he returns to active payroll status under
27 **Section 13 C.** and **Section 15 B.**, if applicable.

28 ~~U. Addition of Q.~~ Optional Investment Services under DPSP ~~and DC Plan~~

- 31 1. Each participant in the DPSP ~~and the DC Plan (together, the “Plans”)~~ will have the option
32 to enroll in the Financial Engines Personal Asset Manager (FEPAM) program provided
33 by Financial Engines (FE), an independent investment advisor. Under this program, FE
34 will actively manage the participant's ~~accounts under the Plans~~ DPSP account (except for
35 any assets held in any “BrokerageLink” or similar account or investment option ~~held in~~
36 ~~either Plan~~) on an individually-determined basis, utilizing only the investment funds
37 available from time to time under the ~~Plans~~ DPSP.
- 38 2. The FEPAM program will be made available to participants in the DPSP ~~and DC Plan~~ as
39 long as such services are available to participants in the Savings Plan.
- 40 3. Inclusion of the FEPAM program for the DPSP ~~and the DC Plan~~ will be on the basis of
41 “active choice,” meaning that a participant must make an affirmative election in order to
42 enroll in the FEPAM program. ~~A participant's enrollment in the FEPAM program must~~
43 ~~be made with respect to his accounts under both Plans; enrollment in one Plan but not the~~
44 ~~other will not be permitted.~~
- 45 4. For assets invested in the FEPAM program, a participant's DPSP ~~and DC Plan~~
46 ~~accounts~~ account will be charged additional fees, per calendar quarter, in arrears, as set

Section 26 – Retirement and Disability Benefits

1 forth in the chart below. The fees set forth below are the current rates for the FEPAM
 2 program ~~for the FE contract period ending on 2/8/2014.~~ In the event FE increases such
 3 fees or rates thereafter for any subsequent contract period, the continued inclusion of the
 4 FEPAM program in the ~~Plans DPSP~~ is subject to the agreement of the Association. These
 5 fees are also subject to change under **Section 26 UQ. 6.** or by agreement of the Company
 6 and the Association.
 7

Participant's Plan Assets in FEPAM Program	FEPAM Program Fee Per Calendar Quarter <u>Annun</u>
First \$100,000	.1125% <u>.45</u> basis points
Next \$150,000	.0875% <u>.35</u> basis points
Next \$100,000	<u>.20</u> basis points
Additional Assets	.0500% <u>.15</u> basis points

8
 9 Note one: The fees will be payable for each calendar quarter of enrollment and will be
 10 prorated for a partial calendar quarter of enrollment.

11 ~~Note two: The FEPAM program fees specified in the chart above will be applied to the~~
 12 ~~assets under FEPAM management in each of the participant's DPSP and DC Plan~~
 13 ~~accounts on a weighted basis.~~

14 ~~Note three~~ Note two: The FEPAM program fees will apply in addition to the investment
 15 fees associated with the investment funds in which the participant's account assets are
 16 invested pursuant to the FEPAM program, and in addition to all other fees charged to the
 17 participant's account as provided by the ~~Plans DPSP~~.

18 5. Each participant with an account balance in the DPSP ~~or the DC Plan~~ will have access to
 19 the following optional investment services from FE (whether or not the participant enrolls
 20 in the FEPAM program): annual printed Personal Evaluation (a retirement assessment)
 21 and access to online investment advice. All fees charged for these optional investment
 22 services, including but not limited to FE's set-up fees and annual per-participant platform
 23 fees, will be borne by the Company.

24 6. At any time that lower FEPAM program fees are charged to participants in the Savings
 25 Plan, such lower fees will apply also to participants in the DPSP ~~and DC Plan~~ effective at
 26 the same time.

27 7. A participant who elects to enroll in the FEPAM program may elect at any time to
 28 terminate such enrollment without penalty.

29 Note: Such termination process may take at least 1 to 2 business days to implement.

30 8. Other than the fees charged to participants' accounts as described in **Section 26 UQ. 4.**,
 31 the Company will pay all fees and expenses for the FEPAM program.

32 9. At meetings with the Association's Retirement and Insurance Committee under **Section**
 33 **26 H. 2.**, the Company will provide reports that include, for ~~each of the DPSP, DC Plan,~~
 34 ~~and Savings Plan~~, statistics regarding participants' enrollment in the FEPAM program
 35 and other reports regarding DPSP ~~or DC Plan~~ participants normally provided by FE to its

Section 26 – Retirement and Disability Benefits

1 clients in the FEPAM program. Specific information regarding participants may be
2 provided only on a de-identified basis.

3

4 R. Delta Pilots Defined Contribution (DC) Plan

5

6 The DC Plan was terminated December 31, 2013. All prior agreements between the
7 Company and the Association concerning the DC Plan will continue to apply until all assets
8 of the Plan have been distributed in full.

1 SECTION 27

2
3 UNION SECURITY AND CHECK-OFF

4
5 A. Conditions

- 6
7 1. Each pilot covered by the PWA who fails to voluntarily acquire and maintain
8 membership in the Association, will be required, as a condition of continued
9 employment, beginning 60 days after the completion of his probationary period, to pay to
10 the Association each month a service charge as a contribution for the administration of
11 the PWA and the representation of such employee. The service charge will be an amount
12 equal to the Association's regular dues and periodic assessments, including both
13 assessments by the Association and the Delta MEC. In calculation of each non-member's
14 monthly obligation, the Association will allocate and adjust charges in the same manner it
15 followed with respect to its members.
- 16 2. The provisions of this section will not apply to any pilot covered by the PWA to whom
17 membership in the Association is not available upon the same terms and conditions as are
18 generally applicable to any other pilot, or to any pilot to whom membership in the
19 Association was denied or terminated for any reason other than the failure of the pilot to
20 pay an initiation (or reinstatement) fee, dues and assessments uniformly required.
- 21 3. If a pilot covered by this Agreement is delinquent, or becomes delinquent in the payment
22 of fees, dues and assessments or the service charge as stated in **Section 27 A. 1.**, the
23 Association will notify him by certified mail, return receipt requested, copy to the Senior
24 Vice President – Flight Operations, or his designee, that he is delinquent and is subject to
25 discharge. Such letter will also notify the pilot that he must remit the required payment
26 within a period of 15 days or be discharged. The notice of delinquency required under
27 this paragraph will be deemed to be received by the pilot, whether or not it is personally
28 received by him, on the fifth day after its postmark date of mailing, when mailed by the
29 Association by certified mail, return receipt requested, postage prepaid to the pilot's last
30 known address or to any other address which has been designated by the pilot. It will be
31 the duty of every pilot covered by this agreement to notify the Association's Membership
32 Services Department of every change in his home address or of an address where the
33 notice required by this paragraph can be sent and received by the pilot, if the pilot's home
34 address is at any time unacceptable for this purpose.
- 35 4. If, upon the expiration of the 15-day period, the pilot remains delinquent, the following
36 procedure will be employed:
- 37 a. The Association will give written notification to the Senior Vice President - Flight
38 Operations, or his designee, with a copy to the pilot, that the pilot has failed to remit
39 payment within the grace period allowed and ordering his termination of employment
40 as a pilot.
- 41 b. Within five days of receipt of such notification the Senior Vice President - Flight
42 Operations or his designee will give the pilot written notification of the immediate
43 termination of his employment as a pilot. This notification will be provided by
44 certified mail, return receipt requested, and first class mail; additionally, the Company
45 may also deliver the notification by hand delivery. The termination will
46 automatically be held in abeyance for ten days from the postmark date of mailing of

Section 27 – Union Security and Check-Off

- 1 the notification. If the pilot submits an appeal under **Section 27 A. 4. c. 1)**, the
2 termination will be further held in abeyance pending the exhaustion of the appeal
3 process in this section.
- 4 c. A pilot who receives notification of termination in accordance with the provisions of
5 this section will be subject to the following procedure, which will be exclusive of the
6 provisions of **Sections 18** and **19**.
- 7 1) A pilot who believes that the provisions of **Section 27** have not been properly
8 interpreted or applied, as they pertain to him, may submit a written appeal to the
9 Senior Vice President – Flight Operations, or his designee, (copy to the Vice
10 President – Finance/Treasurer of the Association) within ten days after the
11 postmark date of mailing of notification from the Company of his termination of
12 employment as a pilot.
- 13 2) The Senior Vice President – Flight Operations, or his designee, will review the
14 appeal and render a decision in writing with respect thereto not later than five
15 days following the receipt of the appeal.
- 16 3) The Senior Vice President – Flight Operations, or his designee, will provide the
17 pilot with a written decision, with a copy to the Association’s Vice President –
18 Finance/Treasurer and Director – Legal Department. Said decision will be final
19 and binding on all interested parties unless appealed as hereinafter provided.
- 20 4) If the decision is not satisfactory to either the pilot or the Association’s Vice
21 President – Finance/Treasurer, either may appeal the decision by filing a notice of
22 appeal. Such notice will be sent to the Company, to the other party and to the
23 National Mediation Board within ten days of the receipt of the decision and must
24 contain a request for the National Mediation Board to provide a list of five neutral
25 referees.
- 26 5) A neutral referee may be agreed upon by the pilot and the Association’s Director
27 – Legal Department within ten days after receipt of the list of neutral referees. If
28 the parties cannot agree on a neutral referee, a referee will be chosen from the
29 panel supplied by the National Mediation Board. The alternate strike method will
30 be used to select a neutral referee with the pilot initiating the first rejection. Such
31 final selection of a neutral referee will be accomplished within ten days after
32 receipt of the list of neutral referees. If the parties have not reached agreement by
33 the alternate strike method with the aforementioned ten day period, the first name
34 listed on the five name panel provided by the National Mediation Board will be
35 designated the neutral referee.
- 36 6) The decision of the neutral referee will be requested within 30 days after the
37 hearing of the appeal unless otherwise agreed by the pilot and the Association’s
38 Director – Legal Department and will be final and binding on all parties to the
39 dispute. The fees, charges and other reasonable expenses of such neutral referee
40 will be paid equally by the pilot and the Association.
- 41 5. A pilot discharged by the Company under the provisions of this section will be deemed to
42 have been “discharged for just cause” within the meaning of the terms and provisions of
43 the PWA.
44

Section 27 – Union Security and Check-Off

B. Check-Off of Dues, Service Charges and Assessments

1. Check-Off

- a. The Company agrees to deduct from the pay of each employee covered by the PWA, and remit to the Association promptly upon such deduction, membership dues, assessments by the Association, assessments by the Delta MEC, and service charges uniformly levied, in accordance with the Constitution and By-Laws of the Association, all as prescribed by the Railway Labor Act, as amended, provided such employee voluntarily executes authorization on a form, to be supplied by the Association, herein called "Check-Off Form." Check-off forms duly executed will be delivered to the Chief Pilot Support Center.
 - b. The Company will promptly provide the Association with a computerized statement in suitable electronic form at the time of each deduction under a check-off form, detailing for each pilot who executed a check-off form for his deductions dues, separately showing dues, service charges and specific assessments.
2. Deductions authorized by check-off forms will begin on the first day of the month following receipt of such check-off forms. An example of such check-off form is as follows:

FORM FOR CHECK-OFF OF DUES, ASSESSMENTS BY THE ASSOCIATION AND THE DELTA MEC, AND SERVICE CHARGES

To Delta Air Lines, Inc.

I, _____, hereby authorize and direct Delta Air Lines, Inc., to deduct from my pay such monthly dues (1.9590% as of July 1, 2012 DOS, or such other amount as may be set by the Association), periodic assessments by the Association, periodic assessments by the Delta MEC, and service charges as are now or may hereafter be established in accordance with the Constitution and By-Laws of the Association, and as defined in **Section 27** for remittance to the Air Line Pilots Association, International. I agree that this authorization will be irrevocable for one year from the date hereof or until termination of the check-off agreement between Delta Air Lines, Inc., and the Association, whichever occurs sooner. If the check-off agreement is terminated, this authorization will be automatically terminated. In the absence of a 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 Delta Air Lines, Inc., and the Association by registered 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.

ALPA Number _____
 Signature of Employee _____
 Address of Employee _____
 Payroll Number _____ Location _____
 Date _____

Section 27 – Union Security and Check-Off

- 1 3. The PWA will not be construed to revoke or cancel any check-off form executed prior to
2 the effective date of the PWA.
- 3 4. No deductions of dues, assessments, or service charges will be made from the wages of
4 any pilot who has executed a “FORM FOR CHECK-OFF OF DUES, ASSESSMENTS
5 BY THE ASSOCIATION AND THE DELTA MEC, AND SERVICE CHARGES” and
6 who has been transferred to a job not covered by the PWA, who is on furlough, or who is
7 on leave without pay. Upon return to work within a classification covered by the PWA,
8 whether by transfer, termination or leave without pay, or recall from furlough, deductions
9 will be automatically resumed provided the pilot has not revoked the assignment in
10 accordance with the other appropriate provisions of this section and the Railway Labor
11 Act, as amended.
- 12 5. A pilot who has executed a “FORM FOR CHECK-OFF OF DUES, ASSESSMENTS BY
13 THE ASSOCIATION AND THE DELTA MEC, AND SERVICE CHARGES” and
14 whose employment is terminated will be deemed to have automatically revoked the
15 assignment. If he is reemployed, further deductions of dues and assessments, or service
16 charges will be made only upon execution and receipt of a new “FORM FOR CHECK-
17 OFF OF DUES, ASSESSMENTS BY THE ASSOCIATION AND THE DELTA MEC,
18 AND SERVICE CHARGES.”
- 19 6. Collections of any back dues, assessments by the Association and Delta MEC or service
20 charges owed at the time of starting deductions for any employee and collection of dues
21 missed because the pilot’s earnings were not sufficient to cover the payment of dues,
22 assessments by the Association and Delta MEC or service charges for a particular pay
23 period will be the responsibility of the Air Line Pilots Association and will not be subject
24 to payroll deductions.
- 25 7. Deductions of dues, assessments by the Association and Delta MEC and service charges
26 will be made from each flight paycheck, provided there is a balance in the paycheck
27 sufficient to cover the amount after all other deductions authorized by the pilot or
28 required by law have been satisfied. In the event of termination of employment, the
29 obligation of the Company to collect dues, assessments by the Association and Delta
30 MEC and service charges will not extend beyond the monthly period in which his last
31 day of work occurs.
- 32 8. The Company agrees to deduct from the pay of each pilot an amount stipulated on his
33 signed “Delta Pilots’ Furlough/Emergency Relief Check-Off Form,” and remit to the
34 Association, such contributions. Deductions, changes and cancellations authorized by
35 check-off forms will begin on the first paycheck issued after receipt and processing of
36 such check-off forms by the Company.

37
38 DELTA PILOTS FURLOUGH/EMERGENCY RELIEF FUND
39 TO DELTA AIR LINES, INC.
40

41 I, _____, hereby authorize and direct Delta Air Lines, Inc. to:

- 42
43 Deduct from my semi-monthly pay the following whole-dollar amount \$ _____ for
44 remittance to the Delta Pilots Furlough/Emergency Relief Fund. This authorization
45 remains in effect until changed or canceled in writing.
46

Section 27 – Union Security and Check-Off

1 Address of Employee _____
2 Payroll Number _____ Location _____
3 Date _____
4

- 5 2. Deductions authorized by ALPA PAC Check-Off Forms will begin on the first day of the
6 month following receipt of such check-off forms.
7 3. The Association will remit to the Company actual reasonable administrative costs of this
8 provision.
9

10 D. Indemnification and Cooperation

- 11
12 1. To the extent the Company is acting pursuant to written order by an authorized
13 Association representative under the terms of this section or is acting pursuant to the
14 provisions of **Section 27 B.** and/or **C.**, the Company will not be liable for and will be held
15 harmless from and be indemnified by the Association for any and all claims, awards or
16 judgments, including court costs, which may result from legal action (including
17 arbitration) by any pilot or pilots by virtue of the application or interpretation of any of
18 the terms of this section.
19 2. The Company will cooperate with (e.g., provide requested documentation and
20 information) the Association in its defense of such claims, awards and judgments.

1 SECTION 28

2

3 DURATION

4

5 A. Effective Date and Duration

6

7 Except as expressly provided otherwise, this agreement will become effective on ~~July 1,~~
8 ~~2012~~DOS, will continue in full force and effect through December 31, ~~2015~~2019, and will
9 renew itself without change through each succeeding December 31st, unless written notice of
10 intended change is served in accordance with Section 6, Title I, of the Railway Labor Act, as
11 amended, by either party hereto at least 60 days but no more than 270 days prior to
12 December 31, ~~2015~~2019 or December 31st in any year thereafter. In the absence of an
13 agreement by March 31, ~~2016~~2020, the parties agree to jointly petition the National
14 Mediation Board for mediation services.

15

16 B. Delta Waiver

17

18 Delta waives its right under the Railway Labor Act to make unilateral changes to the
19 termination and labor disputes provisions of **Section 1 O. 14.** and **16.**, **Section 1 P. 8.**,
20 **Section 1 Q. 8.** and **10.**, and **Section 1 R. 6. a. – c.** during periods of lawful self-help by
21 pilots. The termination and labor disputes provisions of **Section 1 O. 14.** and **16.**, **Section 1**
22 **P. 8.**, **Section 1 Q. 8.** and **10.**, and **Section 1 R. 6. a. – c.** will remain in full force and effect
23 unless and until revised in a future written agreement between the Company and the
24 Association, irrespective of whether the pilots are engaged in a lawful strike under the
25 Railway Labor Act.

26

Section 28 - Duration

C. Effect on Other Agreements

This PWA supercedes and cancels all Agreements, Supplemental Agreements, Amendments, Letters of Understanding, Memorandums of Understanding, Memorandums, Summaries and similar related documents executed between the Company and the Association prior to the date of signing of this PWA with the exception of the following Letters of Agreement and Memoranda of Understanding:

LOA #	Letter of Agreement
1	Release from Duty for Association Business: Option to be Removed from Category and Return to Duty
2	Special Incentive Line
3	Civil Reserve Air Fleet Operations
4	Recovery Compact
5	Benefit Review Board
6	Post-Retirement Pilot Hiring
7	Flight Operations Quality Assurance Program
8	A319 Charters
9	Compass Flow Through
10	Mesaba Flow Up
11	Pilot Retiree Medical Account (RMA) Program
12	PWA Carryover Provisions
<u>13-04</u>	<u>DC Plan Termination and Related Changes</u>
<u>13-05</u>	<u>NWA MP3 and NWA LTD Changes and Miscellaneous</u>
<u>14-05</u>	<u>55-Point Voluntary Retirement Program</u>
<u>15-01</u>	<u>FOQA Crosstalk</u>
<u>16-01</u>	<u>Excise Tax on Employer-Sponsored Health Coverage</u>
<u>16-02</u>	<u>Retroactive Implementation of 2016 Hourly Pay Rates</u>
<u>16-03</u>	<u>Future Reroute Negotiations</u>

MOU #	Memorandum of Understanding
1	PBS
2	Neutral Doctor Process Amendment to the D&S Plan
3	Pilot Aviation Safety Action Program Administration
4	JFK-BOG Overnight Operations
5	Carryout Rotations and Pre-Training Period Tests
6 <u>13-05</u>	Scheduling of Known Full-Time Association Business
7	Additional Rest Seat on B767-400 and A330 During TOE
8	Automated Run Time Testing
9 <u>16-02</u>	Deferred Implementation
<u>16-03</u>	<u>Virtual Basing & Temporary Duty</u>
<u>16-04</u>	<u>Fitness Review Board</u>

Section 28 - Duration

1 D. Implementation Schedule

2

3 The implementation schedule, including specific effective dates after the effective date of
4 this Agreement, for certain provisions appears in MOU #~~9~~16-02 attached hereto.

5

6

7 IN WITNESS WHEREOF, the parties hereto have signed this PWA this __th day of ____

8 ~~2018~~2016.

LETTER OF AGREEMENT

Between

DELTA AIR LINES, INC.

and the Air Line Pilots in the service of

DELTA AIR LINES, INC.

as represented by the

AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

**RELEASE FROM DUTY FOR ASSOCIATION BUSINESS:
OPTION TO BE REMOVED FROM CATEGORY & RETURN TO
DUTY**

This LETTER OF AGREEMENT is made under the provisions of the Railway Labor Act, as amended, between Delta Air Lines, Inc. (“Company”) and the Air Line Pilots Association, International (“Association”).

WHEREAS, the Company and the Association are parties to a collective bargaining agreement setting forth the rates of pay, rules and working conditions for the Company’s pilots (“Pilot Working Agreement” or “PWA”) effective July 1, 2012, and

WHEREAS the parties desire to amend the PWA to provide specific options and procedures for pilots who are absent due to Association business to maintain currency, be removed from a category, and return to duty.

NOW THEREFORE, it is mutually agreed:

**1.
Definitions**

- a. “Designated pilot” for the purposes of this LOA means a pilot elected or appointed to office as an MEC Officer, MEC Executive Administrator, Association Board of Director Member or MEC Negotiating Committee Member.
- b. “Upgrading pilot” for the purposes of this LOA means a designated pilot who begins an absence due to Association business as a First Officer, and returns with sufficient seniority to hold a position that would allow him to obtain his initial type rating or initial Captain position at the Company.

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2.

Options to be Removed From Category

- a. At the onset of each term of ALPA office, a designated pilot must choose to:
 - 1) be removed from his category, or
 - 2) remain in his category.
- b. A designated pilot who initially chose to remain in his category may choose thereafter to be removed from such category for the duration of the absence. Such pilot will return to the line under paragraph 3. a. of this LOA.
- c. A designated pilot who elected to be removed from his category will continue to accrue vacation under **Section 7 B.** of the PWA and will be paid unused earned vacation under **Section 7 G. 3.** of the PWA. Such hours paid, together with the benefits override, will be reimbursed to the Company by the Association.
- d. A designated pilot who remains in his category will maintain qualification for his position by:
 - 1) flying; or
 - 2) performing duties in a flight simulator.
- e. Upon request, a designated pilot maintaining qualification for his position under paragraph 2. d. 1) of this LOA, may fly a rotation(s) on an LCP's schedule on which no operating experience or line check function has been scheduled.

3.

Return to Duty

- a. A designated pilot who was removed from his category:
 - 1) will return to the category he held at the beginning of his leave,
Exception: If a pilot senior to him was involuntarily displaced from that category during his leave, or the category no longer exists, the designated pilot will transfer to the category of his choice that his seniority permits him to hold.
 - or
 - 2) will transfer to a category in which there has been an AE awarded during his leave and that his seniority permits him to hold,
Note: Upon such transfer the designated pilot will incur a category freeze under **Section 22 G.** of the PWA.
and
 - 3) if he is an upgrading pilot who desires to re-acclimate to line operations as a domestic category First Officer, will be permitted to return under paragraph 3. c. of this LOA.
- b. A designated pilot who remained in his category for the entire period of his absence and was awarded an AE during such absence:
 - 1) will be converted into the category of his AE in seniority order, but his conversion will be held in abeyance pending the commencement of his training for such category, and
 - 2) may:

LOA #1 – Release From Duty For Association Business: Option To Be Removed From Category & Return To Duty

- 1 a) be converted and commence training for his new category in the bid period of his
2 return, or
3 b) remain in his former category for up to six bid periods (with pay at the rates
4 applicable to such category) and be converted and commence training for his new
5 category in the seventh bid period.
6 Exception: At the pilot's request, and with the Company's concurrence, he will be
7 converted and commence training earlier than the seventh bid period if a training slot
8 is available.
- 9 c. An upgrading pilot who was removed from his category may:
10 1) designate a domestic First Officer category to which he desires to return for the purpose
11 of re-acclimating himself to line operations. Such category will:
12 a) be a category his seniority permits him to hold, and
13 b) include equipment requiring the same or common type rating as required in the
14 category of his AE award under paragraph 3. a. 2) of this LOA,
15 Exception: If the upgrading pilot was awarded an AE for a category requiring a type
16 rating, he may designate any domestic First Officer category his seniority permits
17 him to hold.
- 18 2) be converted and enter training for his designated First Officer category in the first bid
19 period of his return,
20 3) hold his designated First Officer category for a period of up to six bid periods after
21 completion of training,
22 Note: During this period, the pilot will be paid at the rates applicable to his designated
23 First Officer category.
24 4) be converted and enter training in his upgrade category in the seventh bid period of his
25 return, and
26 Exception: At the pilot's request, and with the Company's concurrence, he will be
27 converted and commence training earlier than the seventh bid period of his return if a
28 training slot is available.
29 5) be provided a full training course in his upgrade category if he requests. If not, he will
30 be provided the required training course.

31
32
33 **4.**

34 **Duration**

35
36 This LOA will become effective on its date of signing and will remain in effect
37 concurrent with the PWA.

LETTER OF AGREEMENT

Between

DELTA AIR LINES, INC.

and the Air Line Pilots in the service of

DELTA AIR LINES, INC.

as represented by the

AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

SPECIAL INCENTIVE LINE

This LETTER OF AGREEMENT is made under the provisions of the Railway Labor Act, as amended, between Delta Air Lines, Inc. (“Company”) and the Air Line Pilots Association, International (“Association”).

WHEREAS, the Company and the Association are parties to a collective bargaining agreement setting forth the rates of pay, rules and working conditions for the Company’s pilots (“Pilot Working Agreement” or “PWA”) effective July 1, 2012; and

WHEREAS the Company and the Association desire to amend the PWA so as to implement a voluntary program to reduce the negative impact of a surplus of pilots.

NOW THEREFORE, it is mutually agreed:

1.

Definitions

- a. “Excess category” means a category that has been designated by the Company and in which a SIL(s) will be offered to eligible pilots.
- b. “Eligible pilot” means a pilot who:
 - 1) holds a position in an excess category,
 - 2) has completed OE for such category,
 - 3) is not a non-consolidated pilot, and
 - 4) is not anticipated or scheduled to be absent in the SIL bid period (e.g., vacation, training, military leave, sick leave, jury duty).Note: A pilot may be anticipated by the Company to attend training before such training is posted. Such pilot would not be an eligible pilot under this LOA. A pilot who has been denied a SIL award for a bid period because of his anticipated training will be scheduled for training during such bid period.
- c. “Special incentive line (SIL)” means a line that does not contain any flying or reserve on-call obligations, and is awarded on a voluntary basis under this LOA.

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2.

- a.—The Company will determine and publish:
- 1) which categories, if any, will be designated as excess categories for a bid period, ~~and~~
 - 2) the number of SILs to be made available for bidding in an excess category for a bid period, and
 - 3) the pay guarantee for SIL in an excess category for a bid period.

3.

The Company may commence awarding SILs in any bid period, following notification and concurrence of the MEC Scheduling Committee Chairman.

4.

An eligible pilot may bid and be awarded a SIL under the following schedule:

Days Before Start of SIL Bid Period	Event
40 days	SILs posted in DBMS
35 days	SIL Bidding closes
34 days	SIL Awards posted in DBMS

5.

- A bid for a SIL will not be valid unless it:
- a. is clearly marked as a “SIL BID”,
 - b. is received by Crew Resources not later than 0700E on the date the bid closes, and
 - c. includes the following information:
 - 1) Name
 - 2) Employee number
 - 3) Category of the pilot in the SIL bid period.

6.

A bid may be submitted by:

- a. hand delivery to Crew Resources,
- b. fax to Crew Resources at (404 715-1165), or
- c. e-mail to Crew Resources at crewresources@delta.com.

7.

SILs will be awarded in seniority order among eligible pilots in the excess category who have submitted valid bids under paragraph 5. A pilot will not be awarded or assigned a SIL if he did not submit a valid bid for a SIL.

8.

A SIL award will be revocable only by mutual agreement between the Company and the pilot.

9.

During a bid period in which he holds a SIL:

- a. a pilot will receive a SIL guarantee ~~of 55 hours of pay and credit~~ that is determined by the Company at his applicable composite hourly rate.
- b. a pilot will not be eligible to use sick leave credit hours or accident leave.
- c. a pilot will remain on active payroll status.
- d. when returned to the line under **Section 11 C. 2.**, an SLI who is awarded a SIL will not be permitted to use his full service bank to be paid over the SIL guarantee (i.e., **Section 11 C. 3. d. Exception 2**) will not apply).

10.

A pilot will be relieved of all obligations to fly and obligations to be available to fly during his SIL bid period.

Exception one: A regular pilot will be obligated to fly to completion a rotation that begins in the prior bid period and extends (or is extended) into the SIL bid period.

Note: Such rotation may be modified under paragraph 11. b. 1).

Exception two: A reserve pilot will be obligated to continue a rotation that begins in the prior bid period and extends (or is extended) into his SIL bid period, until such rotation passes through the pilot's base in his SIL bid period.

11.

The pay associated with a portion of a rotation that began in the prior bid period and occurs in the SIL bid period will:

- a. be paid over the SIL guarantee of a pilot who held a reserve line at the start of such rotation.
- b. not be paid over the SIL guarantee of a pilot who held a regular line at the start of such rotation unless:
 - 1) no later than the 15th day of the month prior to the SIL bid period, the pilot requested a personal drop of such rotation, and the Company denied such personal drop,

Note one: Such personal drop request will remain active until 0700E on the day prior to the start of the rotation that extends into the SIL bid period.

Note two: The Company may remove a pilot from a portion of a rotation that extends into the SIL bid period. The pilot will not receive pay or credit for the removed portion of such rotation that occurs in the SIL bid period.

or

- 2) the rotation was not originally scheduled to extend into the SIL bid period and the flying in the SIL bid period was pursuant to a reroute.

12.

A reserve pilot who has been awarded a SIL for the next bid period may:

- a. not be awarded open time that extends into his SIL under:
 - 1) **Section 23 N. 3., 4., 7., 8., or 910.** (Long Notice Ladder).
 - 2) **Section 23 O. 3., 5., or 8.** (Short Notice Ladder).
- b. be awarded open time that extends into his SIL after pilots assigned under:
 - 1) **Section 23 N. 910. and 1011.**, (Long Notice Ladder) in the following sequence:
 - a) Long call reserve pilots for whom the assignment would extend into their SIL bid period (in category, within least intrusion groupings, by RAW value), then
 - b) Short call reserve pilots for whom the assignment would extend into their SIL bid period (in category, within least intrusion groupings, by RAW value).
 - 2) **Section 23 O.** (Short Notice Ladder) after pilots assigned under **Section 23 O. 8.** (in category, within least intrusion groupings, by RAW value).

13.

A regular pilot who has been awarded a SIL for the next bid period may not:

- a. be awarded or assigned open time that extends into his SIL under **Section 23 E., N., or O.**, or
- b. swap for a rotation that extends into his SIL under **Section 23 H.**

LOA #2 – Special Incentive Line

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14.

A pilot who has been awarded a SIL may not pick up a pre-bid period white slip that extends into his SIL.

Note: A pilot who has bid for a SIL may, prior to SIL awards, bid and be awarded a pre-bid period white slip that extends into the SIL bid period. Pay for such rotation will be under paragraph 11. b. of this LOA.

15.

This LOA will become effective on its date of signing and will remain in effect concurrent with the PWA. Notwithstanding the foregoing, either party may cancel this LOA by serving upon the other party written notice of its desire to cancel this LOA. On the first day of the first bid period commencing at least 45 days after service of such written notice, this LOA will be deemed null and void and will have no further effect.

LETTER OF AGREEMENT

Between

DELTA AIR LINES, INC.

and the Air Line Pilots in the service of

DELTA AIR LINES, INC.

as represented by the

AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

CIVIL RESERVE AIR FLEET OPERATIONS

This LETTER OF AGREEMENT is made in accordance with the provisions of the Railway Labor Act, as amended, between Delta Air Lines, Inc. (“Company”) and the Air Line Pilots Association, International (“Association”).

WHEREAS, the Company and the Association are parties to a collective bargaining agreement setting forth the rates of pay, rules and working conditions for the Company’s pilots (“Pilot Working Agreement” or “PWA”) effective July 1, 2012.

NOW THEREFORE, it is mutually agreed:

1.

For the purpose of this LOA, the term “CRAF operation” means all flight operations conducted in accordance with an agreement between the Company and the Department of Defense (DOD) covering Civil Reserve Air Fleet (CRAF) operations, but does not include the Company's certificated service or commercial charter service or any other government operation.

2.

The term “CRAF pilot” means a pilot who is awarded or assigned a CRAF operation position under this LOA.

3.

The rates of pay, rules, and working conditions applicable to CRAF pilots will be governed by the PWA, except as specifically modified herein.

LOA #3 – Civil Reserve Air Fleet Operations

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4.

A CRAF pilot will be treated as an international category pilot for all purposes of the PWA.

5.

During the first 30 days of a CRAF operation, pilots will be assigned to the CRAF operation in the following manner:

- a. CRAF operation positions will be proffered to currently qualified pilots on the aircraft activated by the DOD, in seniority order.
- b. A position(s) that remains vacant after all currently qualified pilots on the aircraft activated by the DOD have been proffered will be assigned to currently qualified pilots on the aircraft activated by the DOD, in inverse seniority order.
- c. A position(s) that remains vacant after all currently qualified pilots on the aircraft activated by the DOD have been inversely assigned will be proffered to pilots in seniority order.
- d. A position(s) that remains vacant after all pilots have been proffered will be assigned to pilots in inverse seniority order.

6.

Within 30 days after the implementation of a CRAF operation, all pilot positions in such operation will be:

- a. posted for system wide bid and awarded under the PWA, and
- b. considered as operating from a newly established base.

7.

At the expiration of the initial 30-day period, a pilot assigned to a CRAF operation will remain in such position until replaced by a pilot who successfully bid such operation under the PWA. Such replacements will be made as soon as practicable under the PWA.

8.

A pilot who is awarded or assigned a CRAF operation position during the first 30 days of such operation and indicates to the Company in writing his desire to return to the category he held prior to his award or assignment to the CRAF operation, will be allowed to do so provided there is a currently qualified pilot who:

- a. has expressed his desire to the Company in writing to fill such CRAF position, or
- b. is junior to him.

LOA #3 – Civil Reserve Air Fleet Operations

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9.

A CRAF pilot will be eligible for continued participation in the applicable Company insurance plans. In addition thereto, the Company will provide \$1,000,000 accidental death and dismemberment insurance coverage for each pilot while he is assigned to the Company's CRAF operation.

10.

A CRAF pilot will be considered as though assigned to the Company's regular operations for retirement plan purposes.

11.

This LOA will become effective on its date of signing and will remain in effect concurrent with the PWA.

LETTER OF AGREEMENT

Between

DELTA AIR LINES, INC.

and the Air Line Pilots in the service of

DELTA AIR LINES, INC.

as represented by the

AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

BENEFIT REVIEW BOARD

THIS LETTER OF AGREEMENT is entered into in accordance with the provisions of the Railway Labor Act, as amended, by Delta Air Lines, Inc. (“Company”) and the Air Line Pilots Association, International (“Association”).

WHEREAS the Company and the Association are parties to a collective bargaining agreement setting forth the rates of pay, rules and working conditions for the Company’s pilots (“Pilot Working Agreement” or “PWA”) effective July 1, 2012; and

WHEREAS the Company and the Association desire to amend the PWA to implement a Benefit Review Board.

NOW THEREFORE, it is mutually agreed:

1.

Application of Letter of Agreement

(a) Plans Covered. This LOA applies to Benefit claims and Disputes with respect to the following plans maintained by the Company (collectively, the “Plans” and individually, the “Plan”):

- (1) Delta Pilots Savings Plan
- (2) Delta Pilots Defined Contribution Plan
- (3) Delta Pilots Disability and Survivorship Plan
- (4) Delta Pilots Medical Plan (including medical, dental, orthodontic and prescription benefits) and applies to Benefit claims of pilot Participants (or their dependents or beneficiaries) arising under:
 - a. the Delta Health Plan, and
 - b. the DPMP.

1 Note: The Delta Health Plan and DPMP will be Plan(s) within the meaning of
2 this LOA only insofar as it is consistent with such applicability to Benefit
3 claims.

4 (b) Definitions. For purposes of this LOA:

- 5 (1) “Benefit claim” means a request:
6 a. by a Participant for payment of benefits under a Plan, or
7 b. for determination of eligibility to be a Participant in a Plan.
8 (2) “Dispute” means a protest by the Association of an interpretation or
9 application of a Plan provision(s) by the Plan Administrator.
10 (3) “Participant” means a person who is participating in a Plan or who is
11 requesting a determination of eligibility to be a Participant in a Plan.
12 (4) “Plan Administrator” means the Administrative Committee of Delta Air
13 Lines, Inc. as described in the Plans.
14 (5) “Benefit Board” means the Benefit Review Board established and described
15 in paragraphs 2. and 7. of this LOA.
16 (6) “Four-Member Benefit Board” means the Board when comprised of two
17 members appointed by the Company and two members appointed by the
18 Association to decide a specific Benefit claim denial or Dispute.
19 (7) “Five-Member Benefit Board” means the Board when comprised of four
20 members, and a neutral member selected by the parties, to decide a specific
21 Benefit claim denial or Dispute.
22

23
24 **2.**

25 **Benefit Review Board**

- 26
27 (a) Establishment and Membership. There will be established a Benefit Review Board
28 which will have rights and responsibilities regarding the Plans as set forth in this
29 LOA. The Company and the Association will each appoint up to eight persons to
30 serve as Benefit Board members. A Benefit Board member will serve until a
31 successor has been appointed. Each party will promptly notify the other in writing of
32 any change of members. Either the Company or the Association at any time may
33 remove a member appointed by it and will select a member to fill any vacancy among
34 the members selected by it.
35 (b) Chairman; Vice-Chairman. Each Four-Member Benefit Board will have a Chairman
36 and a Vice-Chairman. Chairmanship of the Benefit Board will alternate between the
37 Association Benefit Board members and the Company Benefit Board members on a
38 yearly basis. When an Association Benefit Board member is Chairman, a Company
39 Benefit Board member will be Vice-Chairman, and vice versa. Each Five-Member
40 Benefit Board will have a Chairman, who will be its neutral member.
41 (c) Release from Duty. Benefit Board members will be released from duty to attend
42 hearings of the Benefit Board and meetings of the Benefit Board, and when jointly
43 authorized by the Chairman and Vice-Chairman, to perform other Benefit Board
44 duties. Benefit Board members will be furnished positive space on-line transportation
45 to attend meetings and hearings of the Benefit Board.

- 1 (d) Quorum and Voting Requirement. Three members of the Benefit Board will
2 constitute a quorum for the transaction of business. No proxies will be allowed. All
3 actions and decisions of the Benefit Board will be by the affirmative vote of not less
4 than three members. Where two Company-appointed members and two Association-
5 appointed members are present, each member will cast one vote. If only one
6 Company-appointed member or only one Association-appointed member is present,
7 that member will cast two votes. A deadlock of a Four-Member Benefit Board may
8 be resolved by the Five-Member Benefit Board.
- 9 (e) Meetings and Hearings. The Benefit Board will meet quarterly if there are appeals or
10 Disputes to be decided. Meeting and hearing dates and times will be fixed by mutual
11 agreement between the Company and Association Benefit Board members. A Benefit
12 claim denial or Dispute will be scheduled for consideration by the Benefit Board at a
13 meeting or hearing that is at least 30 days after the filing of the appeal, or, in a
14 Dispute, at least 30 days after the filing of the request for a hearing. Meetings and
15 hearings will be held at the Company's headquarters, unless the Benefit Board agrees
16 to a different location. Meetings and hearings may also be held via telephone
17 conference call if all members agree to the call. The Benefit Board may take action
18 without a meeting or telephone conference call by unanimous written consent
19 evidenced by a writing signed by all its members.
- 20 (f) Records. Each Benefit Board will maintain records reflecting the conduct of its
21 business.
- 22 (g) Compensation and Expenses. The Association and the Company will assume the
23 costs of the compensation and expenses of its appointed Benefit Board members and
24 summoned witnesses. Expenses of the Benefit Board that are jointly authorized by
25 the Chairman and the Vice-Chairman will be shared equally by the Association and
26 the Company. The cost of the reasonable expenses and compensation of the neutral
27 member of a Five Member Benefit Board will be shared equally by the Association
28 and the Company.

31 **3.**

32 **Jurisdiction of the Benefit Board**

33
34 The Benefit Board will have jurisdiction only to decide a Dispute or a Benefit claim
35 denial, as described in paragraph 3. (a) and (b) of this LOA.

- 36
37 (a) Jurisdiction- Benefit Claim Denial. The Benefit Board will have the exclusive
38 jurisdiction to hear and decide a Benefit claim that:
39 1) is in excess of \$1,000, and
40 2) has been denied and properly appealed to the Benefit Board after exhaustion
41 of all administrative remedies available in the Plan under which the Benefit
42 claim was made (including any external independent voluntary review under
43 the DPMP and Delta Health Plan), and3) has been appealed in compliance
44 with paragraph 5. of this LOA.
- 45 (b) Jurisdiction-Dispute. The Benefit Board will have the exclusive jurisdiction to hear
46 and determine each Dispute filed by the Association under paragraph 6. of this LOA.

- 1 (c) Final and Binding Decision. The decision of the Benefit Board on a Benefit claim or
2 Dispute over which it has jurisdiction (whether rendered by a Four-Member Benefit
3 Board or by the Five-Member Benefit Board) will be final and binding with respect to
4 that Benefit claim or Dispute, on all individuals and entities, including (but not
5 limited to) Participants, the Company, the Association, the Plan Administrator, and
6 their successors and assigns. All parties will comply promptly with a decision of the
7 Benefit Board. A decision of the Benefit Board that exceeds its jurisdiction will be
8 neither final nor binding.

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11 **4.**

12 **Procedure to File a Benefit Claim**

- 13
14 (a) A Benefit claim will, in accordance with the procedures set forth in the applicable
15 Plan, be:
16 1) filed by the Participant, and
17 2) adjudicated under the Plan.
18 (b) If a Benefit claim is denied, the appeal process available under the Plan must be
19 exhausted and a final denial rendered by the Plan (including any external independent
20 voluntary review under the DPMP and Delta Health Plan), before an appeal to the
21 Benefit Board can be filed.

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24 **5.**

25 **Appeal to the Benefit Board of a Benefit Claim Denial**

- 26
27 (a) Filing of appeal. To appeal the Plan's final denial of a Benefit claim to the Benefit
28 Board, a Participant must file an appeal in writing with the Company's Vice President
29 – Global HR Services & Labor Relations (Department 948, ATG) and with the
30 Association's MEC Contract Administration Committee Chairman. Such appeal
31 must be filed within 120 days from the date of issuance of the final denial of the
32 Benefit claim by the Plan. The Benefit Board will have no jurisdiction to hear or
33 decide a Benefit claim denial that has not been appealed within such time limit.
34 (b) Content of appeal. The appeal must include the issue(s) to be decided by the Benefit
35 Board, a statement of the specific facts over which the Benefit claim denial arose, the
36 dollar amount of the claim involved, a reference to the provision(s) of the Plan upon
37 which the Participant relies, the position of the Participant on the issue(s) and any
38 evidence or document(s) which supports the Participant's appeal. The appeal must
39 state whether the Participant requests a hearing and/or oral argument, or whether the
40 Participant wishes to have the appeal decided on the basis of the written appeal only.
41 The Benefit Board will have no jurisdiction to hear or decide any appeal that does not
42 comply with these requirements.
43 (c) Evidence. In making its decision, the only evidence the Benefit Board will consider
44 will be the evidence that was presented during the Plan's claim review and decision
45 process (including any external independent voluntary review under the DPMP and
46 Delta Health Plan). The Plan Administrator will provide such evidence to the Benefit

1 Board at least 30 days prior to the date on which the Benefit Board will consider the
2 appeal. The Participant will execute whatever authorization(s) for release of medical
3 or other records is required to enable the Plan Administrator to comply with this
4 provision.

5 (d) Summoning of Witnesses Employed by Company. The Benefit Board will summon
6 any employee of the Company or the Association at the request of a majority of the
7 Benefit Board members appointed to decide the appeal, or an Association or
8 Company attorney. The number of witnesses summoned at any one time shall not be
9 greater than the number that can be spared from the operation of the Company or the
10 Association.

11 (e) Power to Decide Appeal. In exercising its power to decide an appeal of a Benefit
12 claim denial, the Benefit Board is the System Benefit Board of Adjustment as
13 provided in Title II of the Railway Labor Act, as amended.

14 (f) Responsive Statement. The Plan Administrator, the Company, and/or the Association
15 may file a responsive statement to the appeal. Such responsive statement must be
16 filed with the same individuals with whom the appeal was filed, within 60 days of the
17 date such party received the appeal. Each responsive statement will include that
18 party's position and all assertions supporting such position.

19 (g) Standard of Review. In deciding an appeal of a Benefit claim denial, the Benefit
20 Board can reverse, alter, or modify the Benefit claim denial only if it finds that the
21 final denial rendered by the Plan was arbitrary and capricious.

22 (h) Extent of Power in Deciding Appeal. Under the standard of review set forth in
23 paragraph 5. (g) of this LOA, the Benefit Board may sustain, reverse, alter, or modify
24 a Benefit claim denial and order payment of that Benefit claim by the Plan. However,
25 the Benefit Board will not have jurisdiction or power to add to or subtract from a
26 Plan, to issue any decisions that would jeopardize a Plan's tax qualified status or issue
27 any decisions that would subject any person or entity to a co-fiduciary liability claim
28 under ERISA for failure to preserve a Plan's assets in the best interests of the
29 participants and beneficiaries.

30 (i) Timing of Decision on Appeal. A Four-Member Benefit Board will make every
31 reasonable effort to render its decision on an appeal no later than 60 days after the
32 date the appeal was considered (or 120 days if special circumstances require an
33 extension of time). If such an extension of time is required, the Chairman of the
34 Benefit Board will provide written notice of the extension to the Participant and other
35 involved parties. These deadlines may be waived by agreement of the parties to the
36 appeal.

37 (j) Decision on Appeal. The Benefit Board's majority decision on the appeal will:
38 (1) be in writing;
39 (2) be written in a manner calculated to be understood by the Participant;
40 (3) include the specific reasons for the decision; and
41 (4) include specific references to the pertinent Plan provisions on which the
42 decision is based.
43

6.

Disputes

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- 4 (a) Filing of Dispute. A Dispute must be filed in writing with the Company’s Vice
5 President – Global HR Services & Labor Relations (Department 948, ATG) within
6 120 days after the date on which the Association knew or should reasonably have
7 been expected to know of the application or interpretation giving rise to the Dispute.
8 If such Dispute is not resolved to the satisfaction of the Association within 90 days of
9 the date of the submission, the Dispute, at the request of the Association or the
10 Company, will be scheduled for consideration by the Four-Member Benefit Board at
11 a meeting or hearing that is at least 30 days after the date of the request.
- 12 (b) Content of Dispute. A Dispute filed under paragraph 6. (a) of this LOA must be
13 clearly labeled as such, must include a statement of the issue to be decided, a citation
14 of the specific provisions of the Plan giving rise to the Dispute, the position of the
15 Association, all assertions (of fact or law) supporting such position, any evidence or
16 document(s) on which the Association relies to support its position, and a statement
17 of the specific relief sought. The Dispute must state whether the Association requests
18 a hearing/oral argument, or whether the Association wishes to have the Dispute
19 decided on the basis of the written Dispute only. The Benefit Board will have no
20 jurisdiction to hear or decide any Dispute that does not comply with these
21 requirements.
- 22 (c) Evidence. Evidence may be presented to the Benefit Board either orally or in writing
23 or both.
- 24 (d) Summoning of Witnesses Employed by Company. The Benefit Board will summon
25 any employee of the Company or the Association at the request of a majority of the
26 Benefit Board members appointed to decide the Dispute, or an Association or
27 Company attorney. The number of witnesses summoned at any one time shall not be
28 greater than the number that can be spared from the operation of the Company or the
29 Association.
- 30 (e) Power to Decide Dispute. In exercising its power to decide a Dispute, the Benefit
31 Board is the System Benefit Board of Adjustment as provided in Title II of the
32 Railway Labor Act, as amended.
- 33 (f) Responsive Statement. The Plan Administrator and/or the Company may (but need
34 not) file a responsive statement to the Dispute. Such responsive statement must be
35 filed with the Association within 60 days of the Company or Association request for
36 consideration of the Dispute by a Four-Member Benefit Board. Each responsive
37 statement will include the Plan Administrator’s and/or the Company’s position and all
38 assertions supporting such position. The responsive statement may request a
39 hearing/oral argument before the Benefit Board, which will be granted.
- 40 (g) Burden of Proof. The Benefit Board can resolve a Dispute in favor of the Association
41 only if the Association proves, by clear and convincing evidence, that the Plan
42 Administrator’s interpretation or application of the protested provisions of the Plan is
43 not reasonable. The standard for “reasonable” will be whether the Plan Administrator
44 acted with the care, skill, prudence and diligence under the circumstances then
45 prevailing that a prudent man acting in a like capacity and familiar with such matters
46 would use in the conduct of an enterprise of a like character and with like aims. The

1 Benefit Board will not have jurisdiction or power to add to or subtract from a Plan, to
2 issue any decisions that would jeopardize a Plan’s tax qualified status or issue any
3 decisions that would subject any person or entity to a co-fiduciary liability claim
4 under ERISA for failure to preserve a Plan’s assets in the best interests of the
5 participants and beneficiaries. The Benefit Board will have the jurisdiction and power
6 only to order the Plan Administrator to comply with the Benefit Board’s decision on
7 the interpretation or application of the disputed Plan provisions.

8 (h) Timing of Decision on Dispute. A Four-Member Benefit Board will make every
9 reasonable effort to render its decision on a Dispute no later than 60 days after the
10 date the Dispute was considered and the record closed (or 120 days if special
11 circumstances require an extension of time). If such an extension of time is required,
12 the Chairman of the Benefit Board will provide written notice of the extension to the
13 Association and the Company. These deadlines may be waived by agreement of the
14 parties to the Dispute.

15 (i) Form and Content of Decision on Dispute. The Benefit Board's majority decision on
16 the Dispute will be in writing, include the specific reasons for the decision and
17 include specific references to the pertinent provisions on which the decision is based.
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20 7.

21 **Four-Member Benefit Board and Five-Member Benefit Board**

22
23 (a) Deadlock of Four-Member Benefit Board. A deadlock of a Four-Member Benefit
24 Board will exist in any appeal of a Benefit claim denial or in any Dispute, if two
25 members of the Benefit Board declare a deadlock or the Benefit Board does not reach
26 a decision within 60 days (120 days in the event special circumstances require an
27 extension of time) of the closing of the record on the meeting or hearing. The
28 Chairman of the Benefit Board will notify the other Benefit Board members, the
29 Participant, the Association’s MEC Contract Administration Committee Chairman
30 and the Company’s Vice President - Global HR Services & Labor Relations, in
31 writing of the fact that a deadlock exists.

32 (b) Five-Member Benefit Board Composition. The Association and the Company will
33 establish and maintain a standing list of seven neutral members to serve on a Five-
34 Member Benefit Board in the event of a deadlock of the Four-Member Benefit Board.
35 Such neutral members will be persons knowledgeable of employee benefit plans.

36 (c) Five-Member Benefit Board Scheduling. Following a deadlock, the Participant, the
37 Association or the Company may request a hearing before a Five-Member Benefit
38 Board by making a written request to the Chairman of the Four-Member Benefit
39 Board, that a neutral member be selected. Within 30 days of receipt of the request,
40 the Benefit Board will select a neutral member from the standing list, utilizing the
41 alternate strike-off method. The parties will alternately strike first in successive
42 appeals or Disputes. The hearing will be scheduled as soon as possible, depending
43 upon the neutral member’s availability.

44 (d) Decision of the Five-Member Benefit Board. Unless otherwise agreed by the
45 Company and the Association, the Five-Member Benefit Board will render its
46 decision within 90 days after the date the neutral member closes the record.

LOA #5 – Benefit Review Board

1 Exception: If the Five-Member Benefit Board is unable to meet this time limit, the
2 neutral member will, prior to the expiration of the 90 day period, notify the
3 Participant, the Association and the Company of an anticipated date for the rendering
4 of a decision.

5 (e) Bonding and Insurance. Upon his written request, the Company will secure fidelity
6 bonding for the neutral member of the Benefit Board. The Company and the
7 Association will share the expense of such bond equally.

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10 **8.**
11 **Effective Date**

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This LOA will become effective upon its date of signing and remain in effect
concurrent with the PWA.

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LETTER OF AGREEMENT

Between

DELTA AIR LINES, INC.

and the Air Line Pilots in the service of

DELTA AIR LINES, INC.

as represented by the

AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

POST-RETIREMENT PILOT HIRING

This LETTER OF AGREEMENT is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, by Delta Air Lines, Inc. (“the Company”), and the Air Line Pilots Association, International (“the Association”).

WHEREAS the Company and the Association are parties to a collective bargaining agreement setting forth the rates of pay, rules, and working conditions for the Company’s pilots (“Pilot Working Agreement” or “PWA”), effective July 1, 2012, as amended; and

WHEREAS certain retired pilots have applied to the Company for employment as new hire pilots; and

WHEREAS the Company and the Association agree that the hiring of retired pilots was not contemplated in the PWA; and

WHEREAS the Company and the Association desire to clarify the application of certain provisions of the PWA and the benefit plans in the event a retired pilot is offered employment as a new hire pilot.

NOW THEREFORE, it is mutually agreed:

1.

“Rehired retired pilot” or “RRP” means a person employed by the Company as a pilot any time subsequent to the date he retired from a previous period of employment as a pilot.

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2.

Except as specified in this LOA, an RRP will be treated for all purposes as any other new hire pilot, with no credit given for any prior periods of employment, including but not limited to any service or earnings from any prior periods of employment. The Pilot Post-Retirement Hiring Statement and Acknowledgement in Attachment 1 to this LOA must be signed by the retired pilot if the Company offers him conditional employment as an RRP. A retired pilot who fails to sign the Statement and Acknowledgement at the time the Company offers him conditional employment as an RRP will not be considered further for employment as an RRP.

3.

The requirements of *Section 20 F.*, Probation, will apply to an RRP without regard to any previous employment by the Company.

4.

If an RRP is eligible for retiree benefits from his first period of employment and also for retiree benefits when he again leaves the employ of the Company, he must elect which of the two retiree benefit packages that he desires in retirement. He must elect a retiree benefit package for which he is eligible from one of his periods of employment (i.e., he may not elect a benefit from one period of employment and another benefit from another period of employment). The retiree benefit package may consist of, but is not limited to, some or all of the following benefits: medical, dental, survivor, life insurance and travel pass benefits. The terms and conditions applicable to the retiree benefit package that he elects will apply. In addition, if the applicable benefit eligibility or calculation methodology is based on length of service or earnings, then only service and earnings from the period of employment to which that retiree benefit package relates will be used to determine eligibility for, or amount of, that benefit. If the RRP elects the retiree benefit package from his first period of employment, the life insurance he was eligible for while an RRP will cease on the date he leaves the employ of the Company and the decrement schedule in *Section 25 H. 1. b.* applicable to his RRP employment period will not apply. If the RRP has not elected a retiree benefit package within thirty days of the date he leaves employment as an RRP, or if he is not eligible for a retiree benefit package from his second period of employment, he will default to the retiree benefit package that applied from his first period of employment.

5.

Beginning on the date he is again hired by the Company, an RRP will be eligible for the survivor benefits in *Section 25* as if he had not been previously employed by the Company. If the RRP dies while a pilot, his designated beneficiary(ies) will be eligible for a lump sum term life insurance benefit under *Section 25 H. 1. a.* and not the lump sum death benefit or the monthly survivor benefit from his previous period of employment.

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6.

Beginning on the date he is again hired by the Company, an RRP will be entitled to participate in the DC Plan and the Family Care Savings Plan in accordance with **Section 26** as if he had not been previously employed by the Company. However, he may not take any distributions from these Plans while employed, unless otherwise permitted under the terms of the Plan.

7.

If an RRP becomes eligible for disability benefits under the D&S Plan, the retirement benefit offsets to his disability benefit under the D&S Plan will be applied monthly beginning with the first disability payment as follows:

- a. The amount of the pilot's calculated retirement benefits due to his previous period of employment that would have been paid under the Defined Benefit Plans had such Defined Benefit Plans not been terminated. The amount of this offset is determined as of the first date benefits under the Defined Benefit Plans were paid to the individual, as changed yearly through September 2, 2006 for variable adjustments.
- b. The annuity equivalent of his benefit under the terminated Delta Pilots MPPP determined in accordance with LOA #9 as of the date of distribution to him.
- ~~c. With respect to long term disability benefits only, the annuity equivalent of his DC Plan account with respect to his first period of employment. The amount of this offset is determined as of the first date benefits under the DC Plan are actually paid to him.~~
- ~~d. If the RRP continues to receive long term disability benefits following the cessation of his employment as an RRP, then his DC Plan benefit from his period of employment as an RRP will also be offset from his long term disability benefits as described in the D&S Plan.~~
- ec. Benefits under the Western D-Plan, as described in the D&S Plan. The amount of this offset is determined as of the first date benefits were paid to the individual.¹

8.

The Company indemnifies and holds harmless the Association, its members, officers, agents, employees, counsel, and representatives (each an “indemnitee”) from any and all claims, lawsuits, or administrative charges of any sort whatsoever including reasonable attorney’s fees and costs arising in connection with such matters, relating to, concerning or connected to the negotiation or implementation of this LOA. Such indemnification and hold harmless obligation will not apply to 1) any claim, lawsuit or administrative charge resulting from the willful misconduct of any indemnitee; and 2) any claim, lawsuit or administrative charge asserting that the Association violated its bylaws or other organizational requirements by entering into this LOA. An indemnitee seeking to be indemnified and held harmless pursuant to this paragraph, must provide to the Company prompt written notice of the claim, lawsuit or administrative charge as to which the indemnitee seeks to be indemnified and held harmless. The Company

¹ Paragraph 7 amended by LOA #13-04

LOA #6 – Post-Retirement Pilot Hiring

1 will have the right to conduct the defense of such matter with counsel of the Company's
2 choosing and enter into a settlement of such matter. The Company will give reasonable
3 consideration to the wishes of the indemnitee in connection with the matters described in the
4 foregoing sentence.

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7 **9.**
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9 The following plans will be modified to the extent necessary to reflect the terms of this LOA in
10 accordance with **Section 25 O.** and **Section 26 D.** and **E.**, as applicable:

- 11 a. D&S Plan
- 12 b. DC Plan
- 13 c. Delta Pilots Savings Plan
- 14 d. Medical and Dental Plans
- 15 e. Life Insurance Plans

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18 **10.**
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20 Following re-employment as a pilot, a person who was formerly employed as a pilot, but who is
21 not a retired pilot as defined in **Section 26 A. 30.**, will be treated for all purposes in respect to
22 terms and conditions of employment the same as any other new hire pilot, including but not
23 limited to receiving no credit for service, earnings or any other purpose from or with respect to
24 his prior employment.

25
26
27 **11.**
28

29 This LOA will remain in effect for the duration of the PWA.

LETTER OF AGREEMENT

Between

DELTA AIR LINES, INC.

and the Air Line Pilots in the service of

DELTA AIR LINES, INC.

as represented by the

AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

FLIGHT OPERATIONAL QUALITY ASSURANCE PROGRAM¹

This LETTER OF AGREEMENT is made and entered under the provisions of the Railway Labor Act, as amended, by Delta Air Lines, Inc. (“the Company”) and the Air Line Pilots Association, International (“the Association”).

WHEREAS, the Company and the Association are parties to a collective bargaining agreement setting forth the rates of pay, rules and working conditions for the Company’s pilots (“Pilot Working Agreement” or “PWA”) signed July 1, 2012; and

WHEREAS the parties have met to discuss the implementation of a Flight Operational Quality Assurance (FOQA) Program wherein recorded flight data is collected and analyzed; and

WHEREAS, the parties intend that the sole purposes of the FOQA Program will be to enhance the safety and optimize flight operations of Delta Air Lines; and

WHEREAS, Federal Aviation Regulations have been issued concerning FOQA Programs that contain specific protective provisions satisfactory to both the Company and the Association.

NOW THEREFORE, it is mutually agreed:

1. Definitions

- a. “Aircraft Recording Device” is any aircraft component that has the capability to record data that can be retained for future reference.
- b. “FOQA Data” means information collected by any Aircraft Recording Device.

¹ LOA #7 modified by LOA #15-01 FOQA Crosstalk

LOA #7 – Flight Operational Quality Assurance Program

- 1 c. “FOQA Program” means a program, as established by FAA AC 120-82 and designed
2 pursuant to this LOA, approved by the FAA, and implemented in accordance with the Delta
3 Air Lines FOQA Implementation and Operation Plan, Rev. 4, as may be amended from time
4 to time (I&O Plan), to enhance flight safety through controlled analysis of FOQA Data
5 information.
6
- 7 d. “Identifying Data” means any FOQA Data or combination of data that can be associated with
8 a specific pilot.
9 Exception: Data removed from an aircraft exclusively for maintenance purposes is not
10 Identifying Data.
11
- 12 e. “Identified Data” means any collected FOQA Data prior to removal of all identifying data.
13
- 14 f. “De-identified Data” means any collected FOQA Data after removal of all identifying data.
15
- 16 g. “FOQA Program Information” means any and all FOQA Data and the analysis or
17 compilation of such data, to include crew interview information.
18
- 19 h. “Gatekeeper” means an ALPA-designated member of the FMT who is empowered to identify
20 and interview crew members involved in Operational Exceedance Events (referred to as a
21 “crew contact”).
22
- 23 i. “FOQA Monitoring Team” (FMT) means a committee composed of the Delta FOQA
24 Manager, FOQA Analysts, seniority list Instructor Pilots or Line Check Airmen serving as
25 Fleet Representatives for each fleet type, Technical Operations representatives, a minimum
26 of eight (8) Gatekeepers (appointed by the Delta Air Lines MEC Chairman). Other members
27 may be added to the FMT, as deemed appropriate by the FMT and in accordance with the
28 voting procedures set forth in the I&O Plan.
29
- 30 j. “Operational Exceedance Event” means an event in which an aircraft is operated, as
31 determined by FOQA Data, outside of mutually agreed upon tolerances developed by the
32 FMT.
33
- 34 k. “Flight Data Recorder” means a required device, analog or digital, that records pertinent
35 parameters and technical information about a flight.
36
- 37 l. “Ground Data Replay and Analysis System” (GDRAS) means a software application
38 designed by Austin Digital Incorporated (ADI) to perform FOQA data analysis.
39
- 40 m. “Quick Access Recorder” means a recording unit(s) onboard the aircraft that stores flight-
41 recorded data specifically for the FOQA Program. The data stored on the QAR (or any other
42 aircraft recording device) will vary due to fleet variations, storage limitations, and changes to
43 the parameters gathered.
44

- 1 n. “Aviation Safety Information Analysis and Sharing” (ASIAS) means an industry-wide
2 program analyzing aggregate de-identified FOQA and ASAP data comprised of stakeholders
3 (airlines, labor, and manufacturers), the FAA, and the MITRE Corporation.
4

5
6 **2. FOQA Program**
7

- 8 a. The design, implementation, and operation of the FOQA Program will be by mutual
9 agreement between the Company and the Association. Any variation from the agreed-upon
10 FOQA Program will require the mutual agreement of the parties, in writing, thirty days prior
11 to the effective date of any such change.
12
- 13 b. The Company will notify the Association in writing not less than thirty days prior to the
14 installation of any device, equipment, or system, on any Delta Air Lines aircraft, which is
15 capable of monitoring pilot performance.
16
- 17 c. The FMT will oversee the day-to-day operation of the FOQA Program and establish
18 necessary policies and procedures to ensure compliance with this LOA and the I&O Plan.
19
- 20 d. The FOQA Program will ensure the initial confidentiality and anonymity of individual pilots.
21
- 22 e. FOQA Program suspension and termination procedures:
23
- 24 1) To suspend the FOQA Program, either the FOQA Manager or the Gatekeeper Team
25 Leader will notify the GDRAS vendor the program is suspended and will concurrently
26 notify the other party of the suspension and the reason(s) for the suspension. The vendor
27 will then prevent all access by the parties to any data contained in the GDRAS. During
28 the suspension, data may be downloaded and stored on the server, but will not be
29 processed by the GDRAS. The vendor will end the suspension when notified by both
30 parties.
31
- 32 2) No earlier than 30 days after a suspension, either the Delta MEC Chairman or the
33 Director, Flight Safety may terminate the FOQA Program by concurrently notifying the
34 GDRAS vendor and by providing written notice to the other party. Upon termination,
35 both parties will notify the GDRAS vendor, who will then destroy all identified FOQA
36 Data and any unfinished FOQA products. Identified data required to be retained pursuant
37 to the FARs will not be destroyed.
38
- 39 f. The Company shall bear the full cost of the FOQA Program to include pilot expenses (i.e.,
40 hotel, per diem, conference fees, transportation) incurred when performing FOQA-associated
41 duties.
42
- 43 g. The Company FOQA budget will provide for a minimum of two Gatekeepers for each
44 business day.
45

- 1 h. The Gatekeeper Team Leader may appoint one Gatekeeper to act as a liaison with the
- 2 MITRE Corporation and the ASIAS Program.
- 3
- 4 i. Any Maintenance Operational Quality Assurance (“MOQA”) Program will be developed in
- 5 accordance with guidelines established under the FOQA Program and will be subject to the
- 6 direction of the FMT.
- 7
- 8

9 3. Scope

- 10
- 11 a. Sufficient de-identified data will be maintained to fulfill the requirements of the FOQA
- 12 Program. All de-identified data, and analysis of such data, will be made available to the
- 13 parties.
- 14
- 15 b. Only members of the FMT and up to four Flight Safety FOQA representatives will be
- 16 granted access to the FOQA GDRAS. Such Flight Safety FOQA representatives will be
- 17 identified to ALPA in advance. With the approval of the FMT, additional individuals may be
- 18 granted access to the FOQA GDRAS.
- 19
- 20 c. The FMT will establish exceedance values. The exceedance values will be continually
- 21 evaluated and any changes/additions/deletions will require approval of the FMT.
- 22
- 23 d. Any special studies or evaluations utilizing FOQA data require approval by the FMT.
- 24
- 25 e. The FMT will be promptly notified of a request for FOQA Program information. Following
- 26 approval by the FMT, approved entities may be afforded access to de-identified FOQA
- 27 Program information.
- 28
- 29

30 4. Data Retention

- 31
- 32 a. The flight number and date will be removed from FOQA Data in accordance with the FOQA
- 33 I&O Plan~~not later than thirty days following the date the FOQA Data was processed by the~~
- 34 GDRAS.
- 35
- 36 b. Any employee/agent of either the Company or the Association who has possession, access to
- 37 or knowledge of any identified FOQA Data will be prohibited from divulging any such data
- 38 to any individual other than a Gatekeeper unless required by applicable law or court order.
- 39 Exception: Identified Data may be shared only as permitted by Letter of Agreement #15-01.
- 40
- 41

42 5. Data Use

- 43
- 44 a. No person other than a Gatekeeper will have initial access to identified data. Only a
- 45 Gatekeeper is authorized to identify the individual pilot(s) associated with any specific
- 46 FOQA Data unless required by applicable law or court order.

1 Exception: For an Event-Based Investigation, a Flight Safety Investigator or those approved
2 by the FOQA I&O Plan will have initial access to Identifying Data.

- 3
- 4 b. The sole contact through the FOQA Program with any pilot(s) associated with an Operational
5 Exceedance Event will be through the Gatekeeper unless the Operational Exceedance Event
6 is otherwise subject to an event-based review or investigation conducted under paragraph 6.
7
- 8 c. Any notes, memoranda, or other documents used by the Gatekeeper in any contact with any
9 pilot(s) concerning a specific FOQA event will be considered “Identified Data” for purposes
10 of this agreement and will be “de-identified” under paragraph 4. a.
11
- 12 d. The FOQA Program will be used for evaluating and improving the following areas in any
13 manner not specifically prohibited herein:
14 1) safety,
15 2) aircraft performance,
16 3) aircraft systems,
17 4) pilot performance,
18 5) operational performance,
19 6) company procedures,
20 7) training programs,
21 8) fleet technical initiatives, projects and programs,
22 9) aircraft design,
23 10) ATC system operation,
24 11) airport operational issues,
25 12) meteorological issues,
26 13) Technical Operations, and
27 14) any other area mutually agreed to by the parties.
28
- 29 e. FOQA Data will not be used as a basis, in whole or in part, for a discipline/discharge action
30 against a pilot.
31 1) FOQA Data will be considered inadmissible in any Grievance or System Board of
32 Adjustment proceeding.
33 2) No investigation into alleged pilot misconduct will be initiated by the Company on the
34 basis of FOQA Data.
35
36

37 **6. Event-Based Review or Investigation Using FOQA Data**

- 38
- 39 a. To review or investigate an Known Event using FOQA Program Information Data, the
40 Director, of Flight Safety or his designee, will be the sole authority for data removal or
41 download from an aircraft recording device, as follows. ~~The affected crewmembers will be~~
42 ~~notified by a Gatekeeper and given the opportunity to file an ASAP report before any event-~~
43 ~~based review or investigation of FOQA Data occurs. The requirement that affected~~
44 ~~crewmembers be notified prior to any event based review or investigation using FOQA Data~~

1 ~~does not preclude the removal of any recording device and review of FOQA Data for~~
2 ~~maintenance purposes.~~

3
4 ~~b. The Director, Flight Safety will notify the Chairman, Central Air Safety Committee that he~~
5 ~~has directed an aircraft recording device be removed for the purpose of examining FOQA~~
6 ~~Data. This notification will be timely and must include the specifics of the removal to~~
7 ~~include:~~

8 1) A tracking system (“the tracker”) will be used to facilitate the coordination and
9 communication of FOQA Data obtained for the purpose of reviewing or investigating a
10 Known Event.

11 2) An entry into the tracker and notification to the MEC Central Air Safety Committee
12 Chairman or his designee is required:

13 a) upon the removal of an Aircraft Recording Device, or

14 b) when Identifying Data is reviewed and follow up action is taken.

15 3) Gatekeepers and Flight Safety Investigators will routinely monitor the tracker and be
16 jointly responsible for initiating data reviews with each other as deemed appropriate.

17 4) Information entered into the tracker will include:

18 a) Recording device data to be removed,

19 b) Removal location,

20 c) Date of removal,

21 d) Flight number and date associated with event,

22 e) Aircraft type,

23 f) Aircraft tail number, and

24 g) Specific event to be evaluated.

25
26 b. During a review of FOQA Program Information, upon request, a Gatekeeper will be provided
27 an identified copy of any ASAP report(s) associated with the event. The following rules
28 apply to Gatekeepers:

29 1) ASAP reports will not be electronically shared with anyone, including other Delta
30 departments or ALPA personnel, without the specific approval of the Director of Flight
31 Safety or his designee. Sharing an ASAP report with any third party is prohibited.

32 2) The contents of the ASAP report provided will be kept confidential and stored in a secure
33 database.

34
35 c. Upon request of the MEC Central Air Safety Committee Chairman, a Gatekeeper will
36 participate in a periodic review of FOQA Program Information with the Company.
37 ~~Gatekeeper(s) will participate in any event based review or investigation of FOQA Data side-~~
38 ~~by side with the Flight Safety representative.~~

41 7. Duration

42
43 This LOA will remain in full force and effect concurrent with the Pilot Working Agreement.
44 Notwithstanding the foregoing, either party may terminate the FOQA Program under paragraph
45 2. e. of this LOA. In the event the FOQA Program is terminated, except for the provisions of

LOA #7 – Flight Operational Quality Assurance Program

- 1 paragraphs 2. e. 2), 4. b., 5. a., and 5. e., this LOA will become null and void and will have no
- 2 further effect.

LETTER OF AGREEMENT

Between

DELTA AIR LINES, INC.

and

the Air Line Pilots in the service of

DELTA AIR LINES, INC.

as represented by the

AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

and

COMPASS AIRLINES, INC.

and

the Air Line Pilots in the service of

COMPASS AIRLINES, INC.

as represented by the

AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

COMPASS FLOW THROUGH

This Letter of Agreement is made and entered into under the provisions of the Railway Labor Act, as amended, between Delta Air Lines, Inc. (“Delta”) and the Air Line Pilots Association, International (the “Association”) and Compass Airlines, Inc. (“Compass”) and the Association.

WHEREAS Delta and the Association are parties to a collective bargaining agreement setting forth the rates of pay, rules and working conditions for Delta pilots (“Delta Pilot Working Agreement” or “Delta PWA”) effective July 1, 2012, and

WHEREAS Compass and the Association are parties to a collective bargaining agreement setting forth the rates of pay, rules and working conditions for Compass pilots (“Compass Collective Bargaining Agreement” or “Compass CBA”) effective July 26, 2007, and

1 WHEREAS Letter 2006-14 of the NWA CBA provided for the hiring of Compass pilots
2 at Northwest via flow up and the flow down of furloughed Northwest pilots to Compass,
3 and
4

5 WHEREAS Delta and the Association incorporated Letter 2006-14 of the NWA CBA
6 into the PWA as part of the Joint Collective Bargaining Agreement in connection with
7 the merger of Delta and Northwest Airlines, Inc., and
8

9 WHEREAS Compass, a wholly-owned subsidiary of Delta, was purchased by Trans
10 States Holdings, Inc. on July 1, 2010 and is no longer an “affiliate” of Delta, and
11

12 WHEREAS the parties desire to reach an agreement on the continuation of both flow up
13 and flow down between Delta and Compass in light of the recent sale of Compass.
14

15 NOW THEREFORE, it is mutually agreed:
16
17

18 **1.**
19 **General**
20

- 21 a. This Letter of Agreement (LOA) supersedes Letter 2007-06 of the Compass CBA and
22 Letter 2006-14 of the Delta PWA with regard to Compass, and governs continued
23 employment opportunities at Delta for Compass pilots and continued employment
24 opportunities at Compass for furloughed Delta pilots.
25 b. A Compass pilot on the Compass pilot seniority list as of August 19, 2010 (excluding
26 those who have previously elected Compass rights status) will be considered an
27 “eligible Compass pilot” who may flow up to Delta under paragraph 13. of this LOA.
28 The names of such pilots will be included on Attachment A.
29 c. A Delta pilot who is furloughed after August 19, 2010 may flow down to Compass
30 under paragraph 2. of this LOA.
31 d. The ramifications of a stoppage of flow down rights of furloughed Delta pilots under
32 paragraph 2. of this LOA are addressed in **Section 1 B. 46. g. Exception two** of the
33 Delta PWA.
34 Note: A furloughed Delta pilot who has flowed down to Compass and remains at
35 Compass at the time of the stoppage of flow down rights will remain covered by all
36 applicable flow down provisions of the Compass CBA until the cessation of his
37 employment with Compass.
38 e. The flow rights of Compass pilots will no longer be effective upon a sale or
39 divestiture of Compass, partial or complete, that results in Compass no longer being
40 an affiliate (as defined in the PWA) of Trans States Holdings, Inc. In such event,
41 Delta, Compass, and the Association will meet and confer for the purpose of
42 discussing whether continuation or modification of this LOA would be appropriate
43 given the circumstances at that time. Any continuation or modification will require
44 the agreement of Delta, Compass, and the Association.
45 f. In the event the Compass pilot seniority list is integrated with pilots from another
46 carrier, or a Compass pilot transfers employment to another carrier(s) pursuant to an

1 agreement among Compass, the Association and the other carrier(s), the flow rights
2 of Delta and Compass pilots will continue to be effective. The parties will meet to
3 agree upon any necessary modifications of this LOA to accommodate and extend the
4 flow rights of Delta and Compass pilots.

- 5 g. The flow up rights of a Compass pilot will be extinguished upon resignation from
6 pilot employment at Compass or upon the pilot's just cause discharge from Compass
7 being upheld by the System Board of Adjustment.
- 8 h. Applicable provisions of the Delta PWA and the Compass CBA will continue to
9 apply, except as modified in writing by the parties hereto and, in the event of a
10 conflict between those Agreements and this LOA, this LOA will apply.
- 11 i. The parties agree that neither this LOA, the negotiations leading to it, nor the
12 existence of the flow through rights created by this LOA, will be admissible as
13 evidence in any proceeding before the National Mediation Board involving a "single
14 carrier" issue.

15
16
17 **2.**

18 **Flow Down**

- 19
20 a. A furloughed Delta pilot will have the right to flow down to a pilot position at
21 Compass. Upon notice of furlough, such pilot will be provided the opportunity to
22 indicate his desire to flow down to Compass.
- 23 b. For purposes of flowing down into a pilot position at Compass, a furloughed Delta
24 pilot:
 - 25 1) will be considered senior to all Compass pilots (see paragraph 3. of this LOA);
26 and
 - 27 2) will be ranked among other furloughed Delta pilots on the Compass pilot seniority
28 list in order of his seniority at Delta.
- 29 c. The initial pay step (as defined in the Compass CBA) of a furloughed Delta pilot who
30 flows down to Compass will be the lesser of:
 - 31 1) step 2 if he flows into a Captain position and step 4 if he flows into a First Officer
32 position, or
 - 33 2) the pay step that would correspond with his longevity date at Delta.
- 34 d. Compass will make all reasonable efforts to facilitate and expedite the flow down of
35 Delta pilots to Compass under paragraph 2.a. of this LOA.
 - 36 1) The parties recognize that the timing of this flow down process may be limited by
37 the available training capacity. Unless waived by Compass, the number of Delta
38 pilots who flow down from Delta in any bid month will not exceed available
39 training capacity.
 - 40 2) For each bid period in which Delta flow down pilots are awaiting training,
41 Compass will commit all available training capacity to the training of the flow
42 down of Delta pilots which is not otherwise needed in the normal course for IQ,
43 RQ, and CQ training of Compass pilots.
 - 44 3) For the purposes of this provision, "available training capacity" means training
45 capacity owned or controlled (e.g. long-term capital lease) by Compass. If
46 Compass does not own or control training devices, and is not training for new

- 1 aircraft deliveries, Compass will obtain training capacity sufficient to conduct the
2 training of at least 20 Delta flow down pilots per month.
- 3 a) The Parties recognize that this provision may result in junior pilots flying at
4 Compass while senior pilots are awaiting training.
- 5 b) No pilot will be paid by Compass while awaiting his first initial training.
- 6 4) With respect to the assignment of pilots to such training, crews need not be
7 balanced (e.g. all 20 trainees could be captains) and all training slots will be filled
8 so as to expedite the training of the flow down Delta pilots.
- 9 e. A furloughed Delta pilot will have no further rights to employment at Compass or to
10 any other benefits of this LOA if he:
- 11 1) elects not to accept pilot employment at Compass,
12 2) does not elect to flow down to Compass in a timely manner,
13 3) initially accepts but later declines the offer of pilot employment at Compass,
14 4) fails to appear for pilot training at Compass as scheduled,
15 5) fails to complete his systems validation (SV) prior to the start of his initial flight
16 training at Compass,
17 6) fails or withdraws from pilot training at Compass after being provided
18 remediation opportunities, provided, however that nothing herein is intended to
19 disadvantage a Delta pilot who temporarily withdraws or is withdrawn from
20 training due to a leave (e.g. military, medical, family, bereavement, etc.),
21 7) resigns from pilot employment at Compass or whose just cause discharge from
22 Compass is not grieved or is upheld by the System Board of Adjustment, or
23 8) otherwise fails to continue in the service of Compass as a pilot.
- 24 Note one: Such a furloughed Delta pilot will retain all rights under the PWA,
25 including his recall rights to Delta.
- 26 Note two: In the event a furloughed Delta pilot's just cause discharge from Compass
27 is not grieved or is upheld by the System Board of Adjustment, Compass will notify
28 Delta and provide copies of the termination documents and, if applicable, the award.
29 Upon review of such materials, Delta may require the pilot to discuss the incident
30 pursuant to **Section 18 C.** of the PWA with the Base Chief Pilot or his designee. Any
31 further investigation of the incident and, if applicable, related discipline by Delta and
32 grievance by the pilot will be conducted pursuant to **Sections 18 and 19** of the PWA.

35 **3.**

36 **Protected Rights of Compass Pilots**

- 37
- 38 a. Not later than 45 days after his notification of an employment opportunity at Delta
39 (see paragraph 13. of this LOA), a Compass pilot may elect "protected rights status"
40 and permanently forfeit the Delta employment opportunity provided by this letter by
41 submitting a written notice. A Compass pilot who elects protected rights status will
42 not be subject to flow down by Delta pilots, i.e., cannot be bumped by Delta pilots.
43 Any Compass pilot who elects protected rights status is required to forfeit his recall
44 rights he may hold at other airlines.
- 45 b. No more than 90% of pilot positions at Compass will be preserved for furloughed
46 Delta pilots. No more than 10% of pilot positions will be preserved for pilots electing

1 protected rights status. In the event of a reduction in the total number of positions at
2 Compass, the number of preserved positions and rights status positions will be
3 adjusted to maintain the 9:1 ratio. This ratio will not be reduced.

- 4 c. Protected rights Compass pilots will be senior at Compass to any pilot flowing down
5 from Delta subsequent to their employment at Compass.
6
7

8 **4.**

9 **Compass Master Bid**

- 10
11 a. A Master Bid may be conducted in the event that Delta has given written notice of an
12 anticipated large scale pilot furlough.
13 b. Based on training capacity constraints, it is recognized that there may be pilots from
14 Delta senior to existing Compass pilots awaiting training.
15

16 **5.**

17 **Furlough Pay**

- 18
19 a. A furloughed Delta pilot who accepts pilot employment at Compass and who is
20 eligible to receive furlough pay from Delta, will receive furlough pay only for the
21 period of time between his furlough date and the date of the first training opportunity
22 at Compass offered to him, or the period of furlough pay as provided in the Delta
23 PWA, whichever is less.
24 b. A pilot who is furloughed from Delta and who accepts pilot employment at Compass
25 pursuant to this LOA and who receives all furlough pay as provided in the PWA is
26 not entitled to additional pay from Delta or Compass prior to the date of the first
27 training opportunity at Compass offered to the pilot. This includes pilots awaiting a
28 training opportunity at Compass.
29
30

31 **6.**

32 **Recall Rights**

33
34 With the exception of paragraph 7. of this LOA, **Sections 20** and **21** of the Delta PWA
35 apply fully to all pilots recalled to Delta while employed by Compass.
36
37

38 **7.**

39 **Withholding From Recall**

- 40
41 a. A furloughed Delta pilot who has flowed down to and remains employed as a pilot at
42 Compass, and who is recalled to Delta, may be withheld from such recall due to the
43 operational needs of Compass for up to three months or the length of any remaining
44 training freeze, whichever is greater.
45 b. A furloughed Delta pilot withheld due to the operational needs of Compass will be
46 paid during the period of any such withholding by Compass the greater of:

- 1) the base hourly rate for his position at Compass; or
 - 2) the base hourly rate for the highest paying Delta pilot position his seniority entitles him to hold at Delta.
- c. During such period of withholding, a furloughed Delta pilot who has flowed down will remain an employee of Compass and will remain on furlough status from the Company.
 - d. A furloughed Delta pilot who is withheld from recall by Compass will be eligible to be awarded an Advance Entitlement during such period of withholding.

8.

Reduction in Pilot Positions at Compass

In the event of a reduction in the number of pilot positions at Compass, displacements will be in reverse order of Compass seniority (as defined in paragraph 2.b. of this LOA).

9.

Probation

- a. A furloughed Delta pilot who flows down to Compass and who has completed his probationary period at Delta will be deemed to have completed any probationary period at Compass.
- b. A furloughed Delta pilot who flows down to Compass and who has not completed his probationary period at Delta will continue to be on probation at Compass until the remainder of his Delta probationary period is complete. This period satisfies probation at both carriers.
- c. A furloughed Delta pilot who flows down to a Captain position will not be placed on probation at Compass.

10.

Compass Training Reimbursement

A furloughed Delta pilot who flows down to Compass and who completes training will reimburse Compass for training expenses if he resigns within 12 months of the completion of such training. Such reimbursement will be reduced by 1/12 per month following the completion of such training.

11.

Benefits

All Delta furloughed benefits will be handled in the same manner regardless of a furloughed Delta pilot's possible employment at Compass. Similarly, Compass benefits

1 of any recalled Delta pilot will be handled in the same manner as all other pilots who
2 resign from Compass.

3
4
5 **12.**
6 **Protection**

7
8 A furloughed Delta pilot who accepts a position at Compass will retain his Delta system
9 seniority number and will not be required by Compass or a successor to resign his Delta
10 seniority number to stay at Compass or flow down to Compass.

11
12
13 **13.**
14 **Flow Up**

- 15
16 a. Delta will offer employment to an eligible Compass pilot before any other pilot
17 candidate for hire. Offers to eligible Compass pilots to flow up will be made in
18 seniority order.
- 19 b. To be considered qualified to flow up, an eligible Compass pilot must:
20 1) be a Captain; and
21 2) have at least 30 months on payroll at Compass (as defined in the Compass CBA).
- 22 c. Unless waived by agreement between Delta and Compass, the maximum number of
23 Compass pilots flowing up to Delta will be the lesser of:
24 1) 25% of the total Compass pilot group (as defined in the Compass CBA) over a
25 rolling 12-month period, or
26 2) 20 pilots per month.
- 27 d. An eligible Compass pilot who fails initial training at Delta may return to Compass at
28 his previous seniority and longevity.
- 29 e. An eligible Compass pilot who accepts flow up to Delta may be held at Compass for
30 up to three months beyond his Delta class date due to operational constraints at
31 Compass.
32 Note one: The Delta seniority and date of employment of such pilot will be
33 calculated and maintained as if he had been in the new hire class which Delta initially
34 offered him.
35 Note two: Such pilot will be eligible to be awarded an Advance Entitlement during
36 such period of holdback.
- 37 f. An eligible Compass pilot who has held a supervisory pilot position at Compass for at
38 least the prior year and who has accepted flow up to Delta may be held at Compass
39 for up to 9 months beyond his Delta class date due to operational constraints.
40 Note: The Delta seniority and date of employment of such pilot will be calculated
41 and maintained as if he had been in the new hire class which Delta initially offered
42 him.
- 43 g. Eligible Compass Pilots on Leave at Time of Flow Up
44 1) Military Leave. A pilot on military leave who has acknowledged receipt of his
45 flow opportunity, and who elects to flow up, will be deemed to have flowed up to
46 Delta even though on military leave, and will be treated in a manner consistent

1 with USSERA requirements upon the conclusion of his military leave. The
2 Company will make all reasonable efforts to receive acknowledgement from the
3 pilot. If reasonable circumstances prevent a pilot from receiving or replying to a
4 timely notice of a flow up opportunity then a pilot on military leave will retain his
5 ability to flow up, however said pilot will assume a Delta seniority number
6 consistent with his earliest actual acknowledgement.

7 Note: A standing preference to flow up on file will suffice for acknowledgement
8 for purposes of this paragraph.

9 2) Other Leaves. A pilot on any other approved Company leave (e.g., Personal
10 Leave, Association Leave, Illness/Injury/Medical Leave, Disability, or FMLA
11 Leave) will be notified of a flow up opportunity in accordance with his seniority
12 in the same manner as a pilot not on such leave, and may elect to end leave and
13 return to active service in order to become eligible to be awarded a Delta new hire
14 class date. A pilot who is either unable to return to active service or who does not
15 wish to return to active service will remain eligible to be awarded a future Delta
16 new hire class date in accordance with his seniority subject to *Notes one* and *two*
17 below.

18 Note one: A pilot's right to voluntarily delay flow up under this provision will
19 end when the most junior remaining active eligible Compass pilot is offered a
20 flow up employment opportunity.

21 Note two: A pilot who is on Illness/Injury/Medical Leave or Disability on the
22 date that the most junior remaining active eligible Compass pilot is offered a flow
23 up employment opportunity may request an extension of his eligibility to flow up.
24 The decision whether to grant such a request will be based upon such pilot's
25 anticipated ability to return to active status within a reasonable period of time.

26 3) If an eligible Compass pilot delays flow up under paragraph 13.g.2) of this LOA,
27 the open flow up position will be backfilled by the next eligible Compass pilot.

28 Note: Such pilot who delays flow up will not be assigned a seniority number or
29 date of employment at Delta and, in the event hiring at Delta stops, will not be
30 entitled to later flow up to displace a pilot who had flowed up to Delta as a result
31 of his earlier decision to delay his flow up.

32 h. An eligible Compass pilot who is offered a new hire position at Delta will be
33 provided the same flexibility to delay his transition to Delta as is provided to other
34 new hire pilots at Delta.

35
36

37
38

39

40 a. Any dispute concerning the interpretation or application of this LOA will be stated in

41 writing and served upon all of the other parties.

42 b. If the parties are unable to resolve such dispute within ten days after such service, any

43 party may submit the dispute to a single neutral arbitrator jointly selected by the

44 parties. The parties will convene for a hearing on the first hearing dates offered by

45 the neutral.

14.

Dispute Resolution Procedure

40

41

42

43

44

45

LOA #9 – Compass Flow Through

- 1 c. The hearing will be completed within fifteen days, and the briefs, if any, will be
2 submitted to the neutral within seven days of the close of record and receipt of the
3 transcript. The neutral will render a written opinion and award no later than thirty
4 days after the conclusion of the hearing.
- 5 d. The dates in paragraphs 14.b. and c. of this LOA may be extended by mutual
6 agreement of the parties.
- 7 e. The neutral arbitrator will resolve disputes over the interpretation and application of
8 this LOA. The neutral’s decision on any matter within his jurisdiction may be
9 enforced in federal court against any and all parties pursuant to the Railway Labor
10 Act, as amended.

11
12
13 **15.**

14 **Effective Date and Duration**

15
16 This LOA will become effective on the date of signing and will run concurrent with the
17 Delta PWA, including any status quo period under the Railway Labor Act.

LETTER OF AGREEMENT

Between

DELTA AIR LINES, INC.

and the Air Line Pilots in the service of

DELTA AIR LINES, INC.

as represented by the

AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

PILOT RETIREE MEDICAL ACCOUNT (RMA) PROGRAM

This LETTER OF AGREEMENT is made in accordance with the provisions of the Railway Labor Act, as amended, between Delta Air Lines, Inc. (“Company”) and the Air Line Pilots Association, International (“Association”).

WHEREAS the Company and the Association are parties to a collective bargaining agreement setting forth the rates of pay, rules and working conditions for the Company’s pilots (“Pilot Working Agreement” or “PWA”) effective July 1, 2012, and

WHEREAS the parties desire to offer a program, the Pilot RMA Program (the “Program”), that provides incentives to pilots who may desire to retire from the Company and who are approved for participation in the Program, and

WHEREAS the parties have met to discuss modifications to the PWA to create such incentives, including a retiree medical account and a cash severance payment, and

WHEREAS the timing of the Program will allow for pilots to consider applying for the Program, and for the Company to evaluate and approve applications to the maximum extent possible based upon system seniority and position staffing requirements, and

NOW THEREFORE, it is mutually agreed:

1.

Program Eligible Pilots and Notification

A. For purposes of this Letter of Agreement, a “Program eligible pilot” means a pilot who meets each of 1), 2), and 3) below, as follows:

- 1) The pilot is not an officer or corporate director of the Company, or in a merit position grade 11 or above.

LOA #11 – Pilot Retiree Medical Account (RMA) Program

- 1 B. A Program eligible pilot may submit an application to participate in the Program by
2 completing all steps using only the online application tool found on Employee Self Service
3 (ESS) on DeltaNet. There is no option to submit an oral or written application to participate
4 in the Program via telephone, fax, mail, hand delivery, or any other method. The Company
5 will reject any application submitted by a pilot who is not a Program eligible pilot.
6
- 7 C. In addition to submitting an application, a Program eligible pilot who wishes to apply for
8 participation in the Program must also complete and timely submit a *Separation Agreement*
9 *and General Release* (“*Release*”) in the form attached hereto as Exhibit A. The *Release* may
10 be submitted only by using one of two methods: by submitting it electronically using the
11 online application tool, or by printing, signing, dating, completing, and faxing it to the
12 Company (at fax number 1-877-432-5470). The *Release* must be submitted by one of these
13 methods no later than 2359E on July 30, 2012. A Program eligible pilot who has not
14 properly completed and submitted the *Release* by that time will not be considered for
15 participation under the Program. If a Program eligible pilot submits a faxed *Release* that is
16 incomplete, altered, not dated, unsigned, has pages missing, or for any other reason is not
17 acceptable, the Program eligible pilot will be notified via his delta.com email address of the
18 problem and the time frame for resending a proper *Release*. If the Program eligible pilot
19 does not respond with a resubmitted *Release* within this time frame, he will not be considered
20 for the Program.
21
- 22 D. Prior to the closing of the application period, a Program eligible pilot who has submitted an
23 application and *Release* during the application period may revoke his application (which
24 automatically revokes the *Release*) at any time until 2359E on July 30, 2012, using the online
25 application tool. After such a revocation, a Program eligible pilot may again submit an
26 application and *Release*, at any time until 2359E on July 30, 2012, in accordance with the
27 procedures stated above.
28
- 29 E. Following the closing of the application period, there will be a two-week *revocation period*
30 that begins at 0001E on July 31, 2012 and ends at 2359E on August 14, 2012 (the
31 “*revocation period*”). During the *revocation period*, a pilot who had submitted both an
32 application and a *Release* during the application period may revoke his application (which
33 automatically revokes the *Release*), only by using the online application tool. No *revocation*
34 may be submitted after 2359E on August 14, 2012. An application and *Release* that were
35 properly submitted by 2359E on July 30, 2012 and that have not been properly revoked by
36 2359E on August 14, 2012 will be irrevocable and binding.
37
- 38 F. The Company will promptly provide confirmation to a pilot of its receipt of an application,
39 *Release*, or revocation that the pilot submits under the Program. Confirmation will be
40 provided electronically to the Program eligible pilot’s delta.com email address.
41

3.

Program Participation Subject to Approval

- 1
2
3
4 A. Participation in the Program is subject to approval by the Company. The Company will
5 approve participation in the Program based upon the system seniority number of Program
6 eligible pilots who apply for the Program. There is no stated maximum number of pilots who
7 can be approved for participation in the Program, and the Company commits to approving
8 participation at the maximum number possible based upon maintaining operational
9 reliability. However, it is possible that not all Program eligible pilots who apply for the
10 Program will be approved for participation in the Program. The Company will meet with
11 ALPA to review its operational reliability staffing limitations as they pertain to its approval
12 for participation in the Program of Program eligible pilots who have applied for participation
13 in the Program.
14
15 B. For purposes of this Letter of Agreement, a pilot approved for participation in the Program is
16 referred to as a Program participant.
17
18

4.

Assignment of Retirement Dates under Program

- 19
20
21
22 A. A Program participant must remain employed (i.e., must be on active payroll status or
23 inactive payroll status) from the closing of the application period until his assigned
24 retirement date.
25
26 B. The Company will assign a retirement date to each Program participant. Retirement dates
27 assigned under the Program are anticipated to be not later than June 30, 2013. A Program
28 participant must retire on his assigned retirement date.
29
30 C. The Company will issue its initial list of assigned retirement dates as soon as possible, but in
31 no case prior to the closing of the revocation period.
32
33 D. The Company has the administrative flexibility to assign retirement dates under the Program,
34 subject to the following. The Company will assign a retirement date to each Program
35 participant by position seniority order (e.g., among 777 Captains, the most junior 777
36 Captain is assigned the earliest retirement date and the most senior 777 Captain the latest),
37 modified by the following:
38 1) Replacement training capabilities of his fleet (this could allow for a more senior system
39 seniority 330 pilot to receive an assigned retirement date that is earlier than the assigned
40 retirement date of a more junior system seniority 744 pilot).
41 2) Attainment of age 50 (e.g., a Program participant may attain age 50 on or prior to June
42 30, 2013 and will have his retirement date occur on or after that birthday) or the FAA
43 mandatory retirement age.
44 3) A Program participant who is on inactive payroll status will be assigned the earliest
45 available retirement date.

- 1 4) Unless a Program participant who is a PMNW pilot makes a request to Crew Resources
2 prior to the end of the application period (i.e., by 2359E on July 30, 2012) for an earlier
3 retirement date, the Company will assign him a retirement date that is after he has
4 reached the following three potential pension milestones as applicable, so long as such
5 milestone(s) will be reached by June 30, 2013:
- 6 a) Attainment of 50th birthday and 10 or more years of vesting service under the
7 Northwest pension plans.
 - 8 b) Attainment of 60th birthday, if entitled to a benefit under the NWA Excess Plan.
 - 9 c) Attainment of 50th birthday and 25 years of vesting service under the Northwest
10 pension plans.
- 11 5) Prior to the end of the application period (i.e., by 2359E on July 30, 2012), a Program
12 participant may make a request to Crew Resources for a particular retirement date under
13 the Program and the Company will honor such request to the extent possible, taking into
14 account position seniority order.
- 15 6) Absent a milestone event, the Company may accelerate the timing of an assigned
16 retirement date (and thereafter, such accelerated assigned retirement date will be the
17 Program participant's assigned retirement date for all purposes of this LOA) if:
- 18 a) the Program participant agrees to the earlier assigned retirement date, or
 - 19 b) the Program participant goes on inactive payroll status, or
 - 20 c) the Program participant is properly notified as follows:
 - 21 i) the assigned retirement date may be accelerated by up to 31 days, provided the
22 Program participant is given 15 days advance notice of the accelerated assigned
23 retirement date.
 - 24 ii) the assigned retirement date may be accelerated by up to 60 days, provided the
25 Program participant is given 30 days advance notice of the accelerated assigned
26 retirement date.
- 27
- 28 E. If, as of May 14, 2012, a Program eligible pilot has submitted a request for a retirement date
29 of May 31, 2012 or later, or, if after May 14, 2012, a Program eligible pilot submits a request
30 to retire on May 31, 2012 or later, such Program eligible pilot must withdraw that request if
31 he wishes to apply for the Program.
- 32
33

34 **5.**

35 **Program Participants on Military Leave**

36

- 37 A. A Program participant who, as of his assigned retirement date under the Program, is on
38 military leave of absence exceeding 30 consecutive days will be returned to active payroll
39 status immediately prior to his assigned retirement date. Such return to active payroll status
40 will trigger the following:
- 41 1) under USERRA:
 - 42 a) Company make-up contributions under the Delta Pilots Savings Plan and Delta Pilots
43 Defined Contribution Plan,
 - 44 b) if applicable, accruals under the NWA defined benefit retirement plans, and
 - 45 c) the ability of the Program participant to make up employee contributions under the
46 DPSP;

1 and

2 2) in the case of a former NWA pilot, application of **Section 25** and **Section 26** of the PWA,
3 effective upon his return to active payroll status, if such **Sections** had not already applied
4 to him.

5
6 B. A pilot on military leave of absence of 30 consecutive days or less as of his assigned
7 retirement date will also be eligible for the treatment described in paragraph 5. A. 1) above,
8 in accordance with USERRA requirements and procedures.

9
10
11 **6.**
12 **Retiree Medical Account**

13
14 A. For each Program participant retiring under the Program, the Company will establish a
15 Retiree Medical Account (RMA) within 45 days following his retirement date. The
16 Company will allocate to the RMA an amount calculated based on a 10-year time frame and
17 the Program participant's age (in whole years) as of June 30, 2013, regardless of his assigned
18 retirement date under the Program, as follows:

- 19 1) \$12,000 for each year before age 65, plus
20 2) \$3,000 for each year age 65 or older.

21
22 B. Application of this formula will result in RMA allocations ranging from \$30,000 to \$120,000
23 per Program participant, as follows:
24

Program Participant's Age as of 6/30/2013	Total One-Time RMA Allocation
Under 55 years	\$120,000
55 years	\$120,000
56 years	\$111,000
57 years	\$102,000
58 years	\$93,000
59 years	\$84,000
60 years	\$75,000
61 years	\$66,000
62 years	\$57,000
63 years	\$48,000
64 years	\$39,000
65 years or older	\$30,000

25
26 C. Amounts allocated to an RMA are notional. There is no interest earned on the balance and
27 no additional allocation will be made to the RMA.

28
29 D. Amounts allocated to an RMA are available only to reimburse the Program participant's
30 eligible healthcare expenses and the eligible healthcare expenses of his spouse, same-sex
31 domestic partner, and/or eligible children on file with the Company as of the date the
32 applicable healthcare expense is incurred. For this purpose, a person is a spouse, same-sex

1 domestic partner, or child if he or she qualifies as such under the Delta Pilots Medical Plan,
2 except spouses and same-sex domestic partners are eligible after reaching age 65 and
3 children are eligible until age 26.
4

5 E. The RMA may reimburse any healthcare expense that is eligible under the RMA plan or that
6 is considered a deductible medical expense under Section 213(d) of the Internal Revenue
7 Code (as it may be amended). These include out-of-pocket expenses such as unreimbursed
8 eligible healthcare (medical, prescription drug, dental and vision) expenses, deductibles,
9 copays and co-insurance, premiums for an individual policy, premiums for employer-
10 sponsored coverage (including coverage sponsored by the Company or by any other
11 employer or former employer of the Program participant or the Program participant's spouse
12 or same-sex domestic partner), premiums for Medicare (Parts B, C, or D), premiums for
13 Medigap insurance, and premiums for long-term care insurance. These healthcare expenses
14 must be incurred after the Program participant's retirement. The parties acknowledge that a
15 Program participant's use of the RMA for reimbursement of eligible healthcare expenses
16 may impact his eligibility to contribute to a Health Savings Account (HSA) during the same
17 period under current tax law.
18

19 F. As eligible healthcare expenses are submitted and paid, the RMA balance is reduced.
20 Payments are made from the Company's general assets. All claims for reimbursement must
21 be submitted to the administrator of the RMA plan within 12 months of the date the expense
22 was incurred. There is no limit on the amount of the RMA balance that may be used each
23 year.
24

25 G. If there is an RMA balance remaining at the time of the Program participant's death, it is
26 available to the surviving spouse (if married to the Program participant at least one year) or
27 surviving same-sex domestic partner (if in partnership with the Program participant for at
28 least one year) for reimbursement of eligible healthcare expenses of such surviving spouse or
29 surviving same-sex domestic partner and eligible healthcare expenses of eligible surviving
30 children. Spouses, same-sex domestic partners, and children must meet the eligibility
31 requirements set forth in the Delta Pilots Medical Plan and be on file with the Company at
32 the time of the Program participant's death. If there is no eligible surviving spouse or
33 eligible surviving same-sex domestic partner, any RMA balance remaining is forfeited.
34 Following the death of the eligible surviving spouse or eligible surviving same-sex domestic
35 partner, any RMA balance remaining is forfeited.
36
37

38 7.

39 Cash Severance Payment

40
41 A. A Program participant retiring under the Program will receive a cash severance payment
42 equal to his calculated weekly pay (defined below), multiplied by the applicable number
43 of weeks based on his YOS (actual or deemed, in whole years) as of June 30, 2013
44 (regardless of his assigned retirement date), as follows:
45
46

LOA #11 – Pilot Retiree Medical Account (RMA) Program

1

YOS (Actual or Deemed) as of June 30, 2013	Number of Weeks
Less than 20	20
20, but less than 25	23
25, but less than 30	26
30, but less than 35	30
35, but less than 40	34
40 or more	39

2

3 B. Calculated weekly pay is the pilot’s calculated monthly pay multiplied by 12 and then
4 divided by 52. Calculated monthly pay is the greater of:

- 5 1) 75 hours at the pilot’s hourly rate of pay on May 13, 2012, or
6 2) the pilot’s average monthly flight pay received between April 1, 2011 and March 31,
7 2012 (shown on his payroll check as FLT ADV and FLT PAY), not to include pay for
8 vacation, sick or accident leave (OJI).

9

10 C. The cash severance payment will be paid to the Program participant in a single lump sum
11 within approximately 45 days following his retirement date. This payment may be withheld
12 beyond this period, along with a potential suspension of travel privileges, until the Program
13 participant returns Company property in his possession (e.g. all forms of Company property,
14 Company identification, access cards, airport access badges, keys, credit cards, parking
15 permits, computer equipment, cell phones, blackberries).

16

17 D. A cash severance payment will not offset temporary disability benefits or long term disability
18 benefits payable under the Delta Pilots Disability and Survivorship Plan, and will not count
19 as earnings under the Delta Pilots Savings Plan or Delta Pilots Defined Contribution Plan or
20 any of the Company’s other employee benefit plans.

21

22 E. A cash severance payment is considered taxable, supplemental wages. All applicable
23 federal, state and local taxes will be withheld from the cash severance payment at the
24 supplemental withholding rates, which is a flat rate of 25% for the 2012 tax year for Federal
25 income tax. State and local supplemental tax rates (if applicable) may vary from location to
26 location. FICA and Medicare taxes will be withheld at the applicable rates.

27

28 F. Deductions, such as employee contributions to the Delta Pilots Savings Plan, voluntary
29 insurance deductions, and Flexible Spending Account or Health Savings Account deductions
30 will *not* be withheld from severance payments. The cash severance payment will be reduced
31 by any overpayment of wages or outstanding accounts receivable (other than for uniforms).
32 Any applicable levies, garnishments, and child support orders may apply.

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8.

Other Benefits Following Retirement under the Program

- A. Following his retirement under the Program, a Program participant will be eligible for all retiree benefits under the PWA (e.g., retirement, medical/pharmacy, dental, vision, life, basic and optional retiree life, and accident insurance for private flying) on the same basis and to the same extent as if he had retired without participating in the Program.
Exception: A Program participant retiring under the Program will be offered an annual election for the Delta Pilot Medical Plan Out of Area option after reaching Medicare eligibility age, whether his retirement date occurs before or after January 1, 2013.
- B. A Program participant retiring will receive standard retiree travel privileges immediately effective upon retirement under the Program. Retiree travel is subject to the Company non-revenue travel policies for retirees that are in effect at the time of travel, as updated from time to time.

9.

Subsequent Position Bids and Awards

After August 1, 2012, a Program participant will not be eligible for an AE or VD award, whether he retires in 2012 or 2013.

10.

Vacation

A Program participant will not bid vacation for the April 2013 - March 2014 vacation year. Accrued and earned vacation through a Program participant's actual retirement date will be paid under *Section 7 G. 3. c. 1)* of the PWA.

11.

Company Administration of Program and Reports

The Company will publicize and administer the Program, coordinate with the Association on communications (including FAQ's), and provide reports regarding Program applications to the Association no less frequently than weekly during the application and revocation periods.

12.

No Change to PWA Except as Stated

This Letter of Agreement does not change any term of the PWA or any welfare or retirement plans under the PWA, except as specifically modified in this Letter of Agreement. If this Letter

1 of Agreement restates a provision of the PWA, it does so only for clarification and without effect
2 on that provision, or any other provision, of the PWA.
3
4

5 **13.**
6 **Indemnity**
7

8 A. The Company will indemnify and hold harmless the Association, the Delta Air Lines Master
9 Executive Council of the Association, and their current and past officers, members,
10 committee members, agents, employees, advisors, counsel, and other representatives (each an
11 “Association indemnitee”) from any and all liability, loss, damages, fines, penalties,
12 expenses, and costs, including reasonable attorneys’ fees and costs, resulting from any
13 claims, lawsuits, or administrative charges of any sort whatsoever brought by a pilot
14 (including for purposes of this paragraph 13 a pilot retiree and any other individual
15 previously employed as a pilot) arising in connection with matters relating to, concerning, or
16 connected to the Program, this Letter of Agreement #11 (“LOA #11”), or any amendment to
17 the Program or LOA #11, including but not limited to the negotiation, establishment, or
18 implementation of the Program, LOA #11, or any amendments to the Program or LOA #11.
19 Exception: Such indemnification and hold harmless obligation will not apply to:

- 20 1) a claim, lawsuit, or administrative charge resulting from the willful or intentional
21 misconduct of any Association indemnitee, other than a claim, lawsuit, or
22 administrative charge asserting or based in any way on a claim that an Association
23 indemnitee engaged in willful or intentional misconduct by negotiating or entering into
24 this LOA #11.
25 2) a claim, lawsuit, or administrative charge asserting that the Association violated its
26 bylaws or other organizational requirements by entering into this LOA #11 or any
27 amendment thereto.
28 3) a claim, lawsuit, or administrative charge resulting from any intentional, material
29 misstatement made by any Association indemnitee that incorrectly describes the
30 Program or LOA #11 or any amendment thereto.
31

32 B. An Association indemnitee seeking to be indemnified and held harmless pursuant to this
33 paragraph 13 must provide to the Company written notice within ten business days of the
34 Association indemnitee learning of the claim, lawsuit, or administrative charge as to which
35 the Association indemnitee seeks to be indemnified and held harmless.
36

37 C. The Company will have the right to conduct the defense of such matter with counsel of the
38 Company’s choosing and enter into a settlement of such matter. The Company will give
39 reasonable consideration to the wishes of the Association indemnitee in connection with the
40 matters described in the foregoing sentence.
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14.
Effective Date and Duration

This LOA will become effective on its date of signing and will remain in effect concurrent with the PWA.

1 Exhibit A

2
3 **SEPARATION AGREEMENT AND GENERAL RELEASE**

4
5 **DELTA AIR LINES, INC.**
6 **PILOT RETIREE MEDICAL ACCOUNT (RMA) PROGRAM**

7
8
9 **Pilots who are eligible for the Pilot Retiree Medical Account (RMA) Program (the**
10 **"Program") as described in Letter of Agreement #11 are required to complete and timely**
11 **submit this Separation Agreement and General Release ("Release") in order to apply for**
12 **participation in the Program and, if approved for participation, to participate in and receive**
13 **the benefits of the Program.**
14

- 15
16 **1.** I, _____ ("Employee"), agree to voluntarily end my
17 employment by retiring from Delta Air Lines, Inc. ("Delta" or "Employer") under the Pilot Retiree
18 Medical Account (RMA) Program (the "*Program*"). I have carefully reviewed the terms of the
19 *Program* as described in Letter of Agreement #11 ("LOA #11") between Delta and the Air Line
20 Pilots Association (the "*Association*"), as well as the terms of this *Separation Agreement and*
21 *General Release* ("*Release*") and the Age Disclosure Attachment for the *Program*. I agree these
22 documents are written in a manner that is understandable to me. I also agree that the *Program*
23 and *Release* terms are acceptable to me and that I am voluntarily entering into the *Program* and
24 this *Release* without coercion.
25
- 26 **2.** I understand that to make a proper application to participate in and, if approved by Delta for
27 participation, to receive the benefits of the *Program*, I must take **BOTH** of the following steps no
28 later than 2359E on July 30, 2012: (1) complete the application electronically via the online
29 application tool, **AND** (2) either (a) complete and submit the *Release* electronically via the online
30 application tool **OR** (b) print, sign, date, complete and fax a hardcopy of all 4 pages of this
31 *Release* to the Programs fax line (1-877-432-5470). I must also not revoke my application to
32 participate (which will also revoke this *Release*) on or before 2359E on July 30, 2012, and must
33 otherwise abide by the terms of the *Program* and *Release*. If I have not completed **BOTH** steps
34 before the expiration of the application deadline at 2359E on July 30, 2012, or if I revoke my
35 application to participate (which will automatically revoke this *Release*) before the expiration of
36 the revocation period at 2359E on August 14, 2012, I will not participate in and will not receive
37 the benefits of the *Program*.
38
- 39 **3.** In exchange for my properly and timely applying to participate in the *Program*, being approved by
40 Delta for participation in the *Program*, properly submitting my *Release*, not revoking my
41 application to participate (and my *Release*), satisfying all eligibility criteria for the *Program*, and
42 abiding by the *Program* and *Release* terms, I understand that Delta will provide me with access to
43 a Retiree Medical Account and a severance payment, subject to the withholding and payment of all
44 applicable federal, state and local taxes, as described in the *Program*. I agree that the *Program*
45 benefits I am eligible to receive are in addition to payments or benefits to which I am already
46 entitled, and that these enhanced benefits are not required by any legal obligation other than the
47 *Program* itself.
48
- 49
50 **4.** If Delta approves my application for participation in the Program, then in exchange for the
51 benefits which Delta provides to me under the *Program*, I hereby agree as follows:
52
- 53 **a.** General Release: Except for the rights and obligations provided by or arising under the
54 *Program* or this *Release*, workers' compensation claims, unemployment compensation benefit
55 claims, claims for vested benefits that are due under the written terms of the Employer's tax-
56 qualified pension or savings plans, any amounts I may be owed and eligible to receive for
57 unused, earned and accrued vacation, claims related to scheduling or assignment-related

LOA #11 – Pilot Retiree Medical Account (RMA) Program

1 grievances regarding a specific rotation under the Pilot Working Agreement (“PWA”) and any
2 claims that cannot be released under any circumstances as a matter of law (the “Non-
3 Released Claims”), I hereby release, withdraw, waive and forever discharge and agree not to
4 bring a claim in court, arbitration, or under the PWA for any and all claims or actions which I
5 now have or may have against Delta Air Lines, Inc., the Delta Pilots Savings Plan, the Delta
6 Pilots Defined Contribution Plan, the Delta Account-Based Healthcare Plan, the Delta Pilots
7 Medical Plan, and the Delta Pilots Disability and Survivorship Plan (collectively the “Delta
8 Plans”), Northwest Airlines Corporation, Northwest Airlines, Inc. (“Northwest”), the Northwest
9 Airlines Retirement Savings Plan for Pilot Employees, the Northwest Airlines Money Purchase
10 Pension Plan for Pilot Employees, the Northwest Airlines Pilots Long Term Disability Plan, the
11 Northwest Airlines Pension Plan for Pilot Employees, the Northwest Airlines Pension Excess
12 Plan for Pilot Employees, the Northwest Airlines, Inc. Group Medical Plan (Plan Number 503)
13 and the Northwest Airlines, Inc. Group Life Insurance Plan (Plan 501) (collectively the
14 “Northwest Plans”) and the Air Line Pilots Association, International (the “Association”) and
15 their predecessors, successors, administrators, fiduciaries, parents, subsidiaries, affiliates,
16 members of their Boards of Directors, officers, directors, shareholders, representatives,
17 agents, employees, and all persons acting through or in connection with Delta and/or the
18 Delta Plans and Northwest and/or the Northwest Plans and/or the Association (each a
19 “Released Party”), including as a result of my being hired by any Released Party, my
20 employment with any Released Party, the termination of my employment with any Released
21 Party, or any other fact or matter occurring or existing at any time from the beginning of time
22 until the date I sign this **Release**. I also, for myself, my heirs, successors, executors, and
23 assigns, hereby release and discharge the Released Parties from all liability for judgments or
24 damages and agree not to institute any claim for judgment or damages and not to authorize
25 any other party, governmental or otherwise, to institute any claim for judgment or damages,
26 except for the Non-Released Claims. I understand that by this **Release**, except for the Non-
27 Released Claims, I am releasing the Released Parties from any and all claims including, but
28 not limited to, any claims arising under Title VII of the Civil Rights Act; Section 1981, 42
29 U.S.C. § 1981, et seq.; Executive Order 11246; the Age Discrimination in Employment Act;
30 the Americans with Disabilities Act, as amended; Section 503 of the Rehabilitation Act of
31 1973; Executive Order 11246, as amended; the Federal Equal Pay Act; the Pregnancy
32 Discrimination Act; the Fair Credit Reporting Act; the Uniformed Service Employment and
33 Reemployment Rights Act; the Worker Adjustment and Retraining Notification Act; the
34 Employee Retirement Income Security Act of 1974; the Minnesota Human Rights Act; the
35 Minnesota Equal Pay Law; the Minnesota Occupational Safety and Health Act of 1973; the
36 Minnesota Whistleblower Protection Law; the Elliott Larsen Civil Rights Act; the Michigan
37 Persons with Disabilities Civil Rights Act; the New Jersey Conscientious Employee Protection Act;
38 the West Virginia Human Rights Acts; the North Carolina Wage and Hour Act, and all other
39 federal, state and local statutes, constitutions and ordinances; as well as any contract, quasi
40 contract, statutory, whistleblower or tort claims, whether developed or undeveloped, known or
41 unknown, or asserted or unasserted, arising from or related to my employment, termination of
42 employment, or any other fact or matter occurring or existing at any time from the beginning
43 of time through the date I sign this **Release**.

44
45
46 **b.** I understand that this **Release** will discharge all claims against the Released Parties, except
47 the Non-Released Claims, to the extent permitted by law, but will not prohibit me from filing a
48 charge or claim with any local, state, or federal administrative agency or from cooperating in
49 any investigation conducted by such an agency. This **Release** does, however, include a
50 general release of my right to bring a claim in court or arbitration or to seek individual
51 remedies or monetary damages in any action to the fullest extent of the law, including in any
52 action filed by a federal or state discrimination agency.

53
54 **c.** I acknowledge and agree that during my employment, I had the opportunity to take all leave
55 and was afforded all other rights to which I was entitled under the Family Medical Leave Act
56 (FMLA), the Minnesota Parental Leave Act (“MPLA”), the Uniformed Services Employment and
57 Reemployment Rights Act (“USERRA”), or any other applicable federal or state leave of
58 absence law, and my Employer has not in any way discriminated against me, or interfered
59 with or taken punitive action against me for exercising (or attempting to exercise) any such

LOA #11 – Pilot Retiree Medical Account (RMA) Program

1 leave rights, except that nothing in the foregoing may be used in any way to prevent me from
2 pursuing any Non-Released Claims.
3

4 **d.** I further acknowledge and agree that, except for as specifically provided in this *Release*, I
5 have been paid any wages, commissions, compensation, accrued time-off, benefits and other
6 **amounts I am or was owed under the Fair Labor Standards Act (“FLSA”), the Minnesota Fair**
7 **Labor Standards Act (“MFLSA”), the Michigan Compensation Laws, or any other applicable**
8 federal, state or local law or regulation.
9

10 **e.** I also agree that this *Release* is not to be construed in any way as an admission by any of the
11 Released Parties that they have violated any federal, state, or local law, ordinance, regulation,
12 or policy. I understand that I have numerous, valuable rights under federal, state and local
13 law that I am waiving by executing this *Release*. I also understand and agree that I am
14 waiving any claim that I do not know or suspect to exist at the time I sign this *Release*, except
15 for the Non-Released Claims. I understand and intend that this *Release* will discharge all
16 claims against the Released Parties, to the extent permitted by law, but will not discharge
17 claims arising out of any events which may occur after the date I sign this *Release*.
18

19 **f.** Except as necessary to enforce the terms of this *Release*, I hereby agree that neither I, nor
20 anyone acting on my behalf, will sue any Released Party concerning any of the matters
21 covered by the *Release*. In the event that I sue any Released Party concerning any of the
22 matters covered by this *Release*, I will hold each Released Party harmless from any claim
23 asserted in such lawsuit.
24

25 **5. Consideration and Revocation Periods:** I understand, and I acknowledge that I have been
26 informed in writing, including by this *Release*, that the offer to apply to participate in the *Program*
27 requires that I also accept the terms of this *Release*, and that offer will remain open for my
28 acceptance for a period of forty-five (45) days from the date I received this *Release*, during which
29 time I may consider whether to accept the terms of the *Program* and *Release* if I am approved for
30 participation in the *Program* by Delta. I have either used the full forty-five (45) day period or
31 voluntarily chosen to apply for participation in the *Program* and to execute this *Release* before the
32 end of that period. I also understand and agree that I have been informed in writing, including by
33 this *Release*, that even if I apply to participate in the *Program* and submit this *Release*, I have the
34 right to revoke that decision to apply for the *Program* and this *Release* through the online
35 application tool at any time until the end of the revocation period at 2359E on August 14, 2012.
36 My *Program* application and this *Release* will not become effective or enforceable until the
37 revocation period has expired and I will not be entitled to any *Program* benefits if I timely revoke
38 my last *Program* participation election or this *Release*.
39

40 **6. OWBPA Information:** I acknowledge and agree that, along with this *Release*, and as required
41 by the Older Workers Benefit Protection Act, I have been provided a written description of the
42 eligibility factors and applicable time limits for applying for participation in the *Program*, as well as
43 the Age Disclosure Attachment which lists the job titles and ages of pilots who are eligible to apply
44 for participation in the *Program*, and the job titles and ages of pilots who are not eligible to apply
45 for participation in the *Program*.
46

47 **7. California Employees: Section 1542.** If I am or have been employed by Delta in California, I
48 expressly acknowledge that this *Release* is intended to include, without limitation, claims that I did
49 not know or suspect to exist at the time I execute it, regardless of whether the knowledge of such
50 claims, or the facts upon which they might be based, would materially have affected my decision
51 to apply to participate in the *Program* and submit the *Release*, and that the consideration given to
52 me under the *Program* and the *Release* is also for the release and extinguishment of any such
53 unknown claims. As part of the consideration for my *Program* participation and release of claims,
54 I expressly waive any rights I may have under California Civil Code section 1542 (and other
55 similar statutes and regulations). Section 1542 states:
56

57 “A general release does not extend to claims which the creditor does not know or suspect to
58 exist in his or her favor at the time of executing the release, which if known by him or her
59 must have materially affected his or settlement with the debtor.”

LOA #11 – Pilot Retiree Medical Account (RMA) Program

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- 8. **Consultation with Counsel:** I acknowledge and agree that I have been advised in writing to consult with an attorney of my choosing before signing this *Release*. I acknowledge and agree that I have signed this *Release* freely and voluntarily and without coercion.
- 9. **Choice of Law:** I understand that this *Release* is governed by and construed under the laws of the United States and the State of Georgia. With the exception of the subparagraph entitled "General Release," if any other provision of this *Release* is determined to be invalid, illegal, or unenforceable in any respect, then the remaining portions of the *Release* will remain enforceable.
- 10. **Prior Agreements and Understandings:** All agreements related to the *Program* and the *Release* are contained in LOA 11, the *Program* documents and this *Release*. In deciding to apply for participation in and to accept the terms of the *Program* and the *Release*, I have not relied on any representations, promises, or statements, except for those set forth in LOA 11, the *Program* documents and this *Release*. I agree that no term of the *Release* may be changed except in a writing signed by me and a Delta Human Resources executive specifically stating our intention to amend or modify this *Release*.
- 11. **Return of Property:** I agree that I will not retain or destroy, and will return to Delta all company property in my possession, including but not limited to, all Airport and Employer identification badges, keys, access cards, computers, telephones or other electronic equipment, and any documents, plans, customer lists or other papers or items relating to the affairs of Delta. I further understand and agree that if I destroy or fail to return Delta's property, I will not be eligible to participate in or receive the benefits of the Program.

Having carefully read, understood and voluntarily agreed to the terms of the Separation Agreement and General Release, I hereby execute this Release this

_____ day of _____, 2012.
(date) (month)

Employee Signature

If you choose to submit your *Release* by fax instead of submitting it electronically via the online enrollment tool, you must complete, sign, date and fax all 4 pages of this *Release* to the Programs fax line, 1-877-432-5470, by 2359E on July 30, 2012.

Please enter your full name, Delta employee number, station/city code and department number on each page where requested. A confirmation of a successful transmission will be sent to your delta.com work email address generally within 72 hours of its receipt by Delta.

LETTER OF AGREEMENT

Between

DELTA AIR LINES, INC.

and the Air Line Pilots in the service of

DELTA AIR LINES, INC.

as represented by the

AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

PWA CARRYOVER PROVISIONS

This LETTER OF AGREEMENT is made and entered into in accordance with the provisions of the Railway Labor Act, as amended, by Delta Air Lines, Inc. (“the Company”), and the Air Line Pilots Association, International (“the Association”).

1.

The purpose of this PWA Carryover Provisions LOA is to provide a consolidated letter containing items that: a) may affect, or be of interest to, only a limited number of pilots, b) may only be in effect for a limited period of time, c) in some cases, are not specifically a part of the PWA, but are included for reference purposes only, or d) may not warrant a separate LOA and are therefore included herein.

2.

LOAs from the Former NWA CBA

The following Letters of Agreement will continue as part of the PWA. These LOAs are in their original format from the July 31, 2006 NWA CBA and the provisions of the NWA-ALPA CBA, which are referenced will be deemed to be a part of such LOAs solely for purposes of administration and interpretation of such LOAs. If the entire LOA does not apply, the applicable portions of the LOA are noted. Letters included for reference purposes only have no binding effect on the Company.

2006-10	Feeder Carrier Hiring
2006-14	76-Seat Small Regional Jet Flow-through Agreement
1992-01	Restrictions on investments of assets of NWA Pension Plan
1998-01A	Benefits of Former REP Pilots (Revised 7/31/06)
1998-12A	NWA Pension Plan: selection of actuary, requests for funding waivers, changes of funding assumptions/methodology (Revised 7/31/06)
1998-15	Disability benefits of Former REP Pilots
LOA dated 8/17/2000	Elimination of DRP offset to DB Benefit for Howard, Rohrer, Rattigan and Bond
2003-08	Elimination of DRP offset to DB benefit for recovered pre-9/13/98 disabled pilots (Nord, Gentry, Doty, Durham, and potential pre-9/13/98 disabled pilots recovering in future)
2005-08	Freeze of NWA Pension Plan; Freeze of NWA Excess Plan; Interim Employer Contributions to NWA RSP; establishment of NWA LTD Plan; Establishment of Decreasing Term Life Insurance Benefits
2006-02	Restructuring Letter of Agreement Number 2 (Section R, Amended NWA CBA Section 27 Insurance Benefits)
2007-11	Retirement Plan Agreement for Money Purchase Pension Plan
LOA dated 2/29/08	Provision for Non-Qualified Payments to Pilot Sydney Hale in lieu of correcting benefit service under NWA Pension Plan

3.

Special Explanatory Provision Relating to NWA CBA LOAs 2006-10 and 2006-14

Solely for purposes of applying NWA LOAs 2006-10 and 2006-14, the following will apply:

- A. The terms “NWA pilots” and “Northwest pilots” will include former Northwest pilots, “pre-merger Delta pilots,” and “pilots.”
- B. The term “NWA-ALPA” will mean “NWA/DAL-ALPA” and, after establishment of a single MEC, will mean “DAL-ALPA.”

1 C. The term “EDAP” or “Employment Date as a Pilot” will mean the date a pilot’s longevity
2 commences under the PWA (see *Section 2 A. 157*).
3

4 Note: Provisions of the NWA CBA which are referenced in these LOAs will be deemed to be a
5 part of such LOAs solely for purposes of administration and interpretation of such LOAs.
6

7
8 **4.**

9 **Benefits of Former Airmen of Republic Airlines**
10

11 As of October 30, 2008, Northwest Airlines provided certain post-termination employee benefits
12 to a group of former airmen of Republic Airlines who had retired or terminated employment
13 from Republic Airlines prior to the merger of Republic Airlines with Northwest Airlines. These
14 benefits included medical, dental, vision care, passes, and retiree life insurance and, for pilots
15 disabled prior to January 1, 1990, pre-retirement survivor benefits as these benefits are set forth
16 in the Northwest Section 1114 Application Consent/Settlement Agreement, Letter of Agreement
17 1998-01A and Letter of Agreement 1998-15 between Northwest Airlines, Inc. and the Air Line
18 Pilots Association. This will confirm the Company's commitment to continue to provide those
19 benefits to such former airmen of Republic Airlines (and their beneficiaries and survivors),
20 provided, however, that nothing in this letter will be interpreted to mean that the dollar amount of
21 any premiums, if applicable, paid by such individuals for their coverages will not change.
22

23
24 **5.**

25 **Retirement Boards’ Responsibilities for Certain NWA Plans**
26

27 The NWA retirement and disability plans (NWA Pension Plan, NWA Excess Plan, NWA RSP,
28 NWA MP3 and NWA LTD Plan) covering former and prior NWA pilots provide for joint
29 Retirement Boards with pilot involvement in the administration of these plans (Pension Plan, §7;
30 Excess Plan, §10; RSP, §15; MP3 §13.10; LTD Plan, §4). These Boards will be continued as
31 described below, and the Association-appointed members will be a component of the Association
32 R&I Committee.
33

34 Specifically, we agree that the Boards will continue as follows:

- 35 1. **NWA Pension Plan and NWA Excess Plan.** The Retirement Board of the NWA Pension
36 Plan will continue and, for the duration of the NWA Pension Plan and the NWA Excess
37 Plan, will be constituted and will have all the powers, discharge all the duties and perform
38 all the functions provided in Section 7 of the NWA Pension Plan Statement and Section
39 10 of the NWA Excess Plan. Those powers, duties and functions are:
40 a. Periodically reviewing NWA Pension Plan expenses, actuarial practices, investment
41 policies and performance, reserves and administration of the NWA Pension Plan and
42 the related Trust.
43 b. Hearing and resolving disputes regarding application and interpretation of the NWA
44 Pension Plan and the NWA Excess Plan, in accordance with the procedures provided
45 in Section 7.5 and 7.6 of the NWA Pension Plan Statement.

1 c. Determining the existence or cessation of disability and the occurrence and date of a
2 Participant's death.

3 2. **NWA RSP and NWA MP3.** The Retirement Board of the NWA RSP will continue and,
4 until the NWA RSP is merged into the DPSP, will be constituted and will have all the
5 powers, discharge all the duties and perform all the functions provided in Sections 4.1,
6 13.1 and 15.10 of the NWA RSP and Section 13.10 of the NWA MP3. Those powers,
7 duties and functions are:

8 a. Establishing, revising and discontinuing investment subfunds and determining the
9 operational rules and procedures for participant investment elections.

10 b. Approving or disapproving appointments of trustees and investment managers, and
11 directing the appointment or removal of trustees and investment managers.

12 c. Making determinations required in the administration of the NWA RSP and NWA
13 MP3, interpreting and construing the NWA RSP and NWA MP3 plan statements and
14 determining all factual and legal question under the NWA RSP and NWA MP3,
15 including eligibility for and amounts of benefits.

16 d. Periodically reviewing the expenses, investment policies and performance and
17 administration of the NWA RSP and NWA MP3 and the related trusts.

18 e. Hearing and determining all disputes arising out of the application and interpretation
19 of the NWA RSP and NWA MP3 in accordance with the procedures provided in
20 Section 15.10.4 and 15.10.5 of the NWA RSP Plan Statement.

21 f. Determining the existence or cessation of disability and the occurrence and date of a
22 Participant's death.

23 Immediately upon merger of the NWA RSP into the DPSP, the Retirement Board of the
24 NWA RSP will cease to perform any functions relating to the NWA RSP (except for the
25 resolution of any dispute under the NWA RSP arising prior to the merger of the plans and
26 remaining unresolved as of the plan merger date) and will have no authority with respect
27 to the DPSP, but will continue to exercise all of the powers, duties and functions
28 described above with respect to the NWA MP3 until the NWA MP3 is merged with the
29 DC Plan. Following merger of the NWA MP3 into the DC Plan, and continuing until
30 December 31, 2013, the Retirement Board of the NWA RSP will continue to have and
31 exercise the powers, duties and functions described in 2.c, 2.e and 2.f (but not 2.a, 2.b or
32 2.d), but only with respect to the rights and entitlements of former NWA pilots to NWA
33 MP3 benefits under the DC Plan. In addition, after the merger of the NWA MP3 into the
34 DC Plan, the Retirement Board of the NWA RSP will have the authority to interpret and
35 apply, and to hear and decide all disputes arising out of the interpretation and application
36 of the agreements between the Company and ALPA relating to the transition out of
37 targeted allocation of contributions to non-targeted allocation. For as long as the
38 Retirement Board continues the powers, duties and functions described in paragraph 2.a,
39 2.b and 2.d, it will continue to be a named fiduciary of the NWA MP3 Plan and NWA
40 RSP. Following the plan mergers, the Retirement Board will be a fiduciary with respect
41 to the powers, duties and functions described in paragraph 2.c, 2.e and 2.f.

42 3. **NWA LTD Plan.** The LTD Board of the NWA LTD Plan will continue and, as long as
43 LTD benefits are being paid to any prior NWA pilot or former NWA pilot, will be
44 constituted and will have all the powers, discharge all the duties and perform all the
45 functions provided in Section 4 of the NWA LTD Plan Statement (which are intended to

1 be the same as those of the Retirement Board of the NWA Pension Plan). Those powers,
2 duties and functions are:

- 3 a. Periodically reviewing funding practices and procedures, investment policies and
4 performance, and reserves of the NWA LTD Plan and the related Trust.
- 5 b. Periodically reviewing NWA LTD Plan expenses and administration of the NWA
6 LTD Plan.
- 7 c. Hearing and resolving disputes regarding application and interpretation of the NWA
8 LTD Plan, in accordance with the procedures provided in Section 4.5 and 4.6 of the
9 NWA Pension Plan.
- 10 d. Determining the existence or cessation of disability and the occurrence and date of a
11 Participant's death.

12 After termination of the NWA LTD VEBA trust, the LTD Board shall cease to perform
13 the functions described in 3.a. After merger of the NWA LTD Plan into the D&S Plan,
14 the LTD Board shall cease to perform the functions described in 3.b, but will continue to
15 perform the functions described in 3.c and 3.d. only with respect to NWA LTD benefits.
16
17

18 6. 19 Indemnification

- 21 A. The Company indemnifies and holds harmless the Association, its members, officers, agents,
22 employees, counsel, and representatives (each an "indemnitee") from any and all claims,
23 lawsuits, or administrative charges of any sort whatsoever including reasonable attorney's
24 fees and costs arising in connection with such matters, relating to, concerning or connected to
25 the negotiation or implementation of the Special Provisions for Protection of the Delta Pilots
26 Retirement Plan and for the Emergency Employment of Post-Retirement Pilots, signed
27 September 30, 2004 and the Special Provisions for Cessation of Employment of Post-
28 Retirement Pilots, signed December 11, 2005. Provided that such indemnification and hold
29 harmless obligation will not apply to 1) any claim, lawsuit or administrative charge resulting
30 from the willful misconduct of any indemnitee; and 2) any claim, lawsuit or administrative
31 charge asserting that the Association violated its bylaws or other organizational requirements
32 by entering into such agreements. An indemnitee seeking to be indemnified and held
33 harmless pursuant to this paragraph, must provide to the Company prompt written notice of
34 the claim, lawsuit or administrative charge as to which the indemnitee seeks to be
35 indemnified and held harmless. The Company will have the right to conduct the defense of
36 such matter with counsel of the Company's choosing and enter into a settlement of such
37 matter. The Company will give reasonable consideration to the wishes of the indemnitee in
38 connection with the matters described in the foregoing sentence.[Source: June 1, 2006 PWA
39 LOA #6]
40
- 41 B. The Company will indemnify and hold harmless the Association, its members, officers,
42 agents, employees, counsel, and representatives (each an "indemnitee") from fifty percent
43 (50%) of any liability, loss damages fines, penalties, excise taxes and costs resulting from any
44 and all claims, lawsuits, or administrative charges of any sort whatsoever, including fifty
45 percent (50%) of the reasonable attorney's fees and costs, arising in connection with matters

1 relating to, concerning or connected to the negotiation or establishment of (1) the
2 amendment to freeze Credited Service as of December 31, 2004 under the Delta Pilots
3 Retirement Plan, Delta Pilots Supplemental Annuity Plan and Delta Pilots Bridge Plan; (2)
4 the amendment to cease contributions to the Delta Pilots Money Purchase Pension Plan as of
5 January 1, 2005; and (3) the Delta Pilots Defined Contribution Plan (the foregoing three
6 changes hereinafter referred to as the “amendments”). This fifty-percent sharing arrangement
7 will exist until the Association’s financial exposure reaches two and one half million dollars
8 (\$2,500,000). Any exposure exceeding two and one half million dollars (\$2,500,000) will be
9 the responsibility of the Company. Provided that such indemnification and hold harmless
10 obligation will not apply to (1) any claim, lawsuit or administrative charge resulting from the
11 willful or intentional conduct of any indemnitee; (2) any claim, lawsuit or administrative
12 charge asserting that the Association violated its By-Laws or other organizational
13 requirements by entering into the amendments; and (3) any claim, lawsuit, or administrative
14 charge resulting from any statement made by any indemnitee to any pilot that incorrectly
15 describes the amendments. An indemnitee seeking to be indemnified and held harmless
16 pursuant to this paragraph, must provide to the Company prompt written notice of the claim,
17 lawsuit or administrative charge as to which the indemnitee seeks to be indemnified and held
18 harmless. The Company will have the right to conduct the defense of such matter with
19 counsel of the Company’s choosing and enter into a settlement of such matter. The Company
20 will give reasonable consideration to the wishes of the indemnitee in connection with the
21 matters described in the foregoing. [Source: June 1, 2006 PWA LOA #6]

22
23 C. The Company will indemnify and hold harmless ALPA, its officers, agents, employees,
24 counsel, and representatives (each an “indemnitee”) from fifty percent of any liability, loss,
25 damages, fines, penalties and costs (not including any income or excise taxes or similar
26 amounts imposed by any governmental agency) resulting from any and all third party claims,
27 lawsuits, or administrative charges of any sort whatsoever, including fifty percent of the
28 reasonable attorney’s fees and costs, arising in connection with matters relating to,
29 concerning or connected to the negotiation or establishment of (a) The Bankruptcy
30 Restructuring Agreement between Delta Air Lines, Inc. and the Association signed June 1,
31 2006 (“the Delta Bankruptcy Restructuring Agreement”), including the Bankruptcy
32 Protection Covenant between Delta Air Lines, Inc. and the Association signed June 1, 2006
33 (“the Delta Bankruptcy Protection Covenant”), (b) any amendment of any benefit plan or
34 program concerning pilots or other participants in such plan made pursuant to or as a result of
35 the Delta Bankruptcy Restructuring Agreement, including the Delta Bankruptcy Protection
36 Covenant, and (c) any other document or agreement forming part of the Delta Bankruptcy
37 Restructuring Agreement and/or the modifications to the PWA embodied in the Delta
38 Bankruptcy Restructuring Agreement (“Delta Modifications”). This fifty-percent sharing
39 arrangement will exist until ALPA’s financial exposure reaches 2.5 million dollars. Any
40 exposure exceeding 2.5 million dollars will be the responsibility of the Company. Such
41 indemnification and hold harmless obligation will not apply to: 1) any claim, lawsuit or
42 administrative charge resulting from the willful or intentional conduct of any indemnitee; 2)
43 any claim, lawsuit or administrative charge asserting that ALPA violated its By-Laws or other
44 organizational requirements by entering into the amendments; 3) any claim, lawsuit or
45 administrative charge resulting from any statement made by any indemnitee that incorrectly

1 describes the Modifications; 4) any claim, lawsuit or administrative charge related to
2 allocation among Delta pilots represented by ALPA of the notes provided by the Company to
3 ALPA on behalf of the Delta pilot group required by the Delta Bankruptcy Protection
4 Covenant and attachment A thereto (“ the ALPA Notes”), the ALPA allowed general non-
5 priority unsecured claim under section 502 of the Bankruptcy Code in *In re Delta Air Lines,*
6 *Inc., et al.*, administered under case No. 05-17923 (ASH) (Bankr. S.D.N.Y) (“the Delta
7 Bankruptcy Cases”) in the amount of \$2.1 billion (“ALPA Delta Claim”) as required by the
8 Delta Bankruptcy Protection Covenant or any proceeds received on account of the ALPA
9 Delta Claim or 5) any claim, lawsuit or administrative charge related to any disposition by
10 ALPA or pilots represented by ALPA to third parties of the ALPA Notes, the ALPA Delta
11 Claim or any proceeds received on account of the ALPA Delta Claim. An indemnitee
12 seeking to be indemnified and held harmless pursuant to this paragraph must provide to the
13 Company written notice within seven business days of the indemnitee learning of the claim,
14 lawsuit or administrative charge as to which the indemnitee seeks to be indemnified and held
15 harmless. The Company will have the right to conduct the defense of such matter with
16 counsel of the Company’s choosing and enter into a settlement of such matter. The Company
17 will give reasonable consideration to the wishes of the indemnitee in connection with the
18 matters described in the foregoing sentence. [Source: June 1, 2006 PWA LOA #7]
19

- 20 D. 1. Indemnification. Northwest Airlines, Inc and the Company (collectively, “the Company”)
21 hereby agree to indemnify and hold harmless ALPA, its officers, agents, employees,
22 counsel, and representatives(each, an “Indemnified Person”) from any and all losses,
23 damages, fines, penalties, taxes, expenses, claims, lawsuits, or administrative charges of
24 any sort whatsoever (including reasonable attorney’s fees and costs arising in connection
25 with the investigation and defense of any such matter) relating to, concerning or
26 connected with the negotiation or implementation of (a) the Agreement between
27 Northwest Airlines, Inc and the Association signed July 31, 2006 and attachments thereto
28 (“NWA-ALPA Restructuring Agreement”), (b) the Retirement Plan Agreement For
29 Pension Plan for Pilot Employees Pension, Excess Plan for Pilot Employees And
30 Retirement Savings Plan for Pilot Employees between Northwest Airlines, Inc and ALPA
31 signed December 15, 2005 (“Retirement Plan Agreement”), (c) the Retirement Plan
32 Agreement For Pension Plan For Pilot Employees And Retirement Savings Plan for Pilot
33 Employees between Northwest Airlines, Inc and ALPA signed July 31, 2006(“the
34 Pension Omnibus Agreement”), (d) the Twenty-Seventh Amendment to the Northwest
35 Airlines Pension Plan for Pilot Employees, (e) the Nineteenth Amendment to the
36 Northwest Airlines Retirement Savings Plan for Pilot Employees, (f) the Fifth
37 Amendment to the Northwest Airlines Pension Excess Plan for Pilot Employees, (g) the
38 Disability Agreement, (h) the Northwest Airlines LTD Plan for Pilot Employees, (i) the
39 Family Member Death Benefit Agreement (all the agreements listed in d-i above are
40 attachments and exhibits to the Retirement Plan Agreement and the Pension Omnibus
41 Agreement), and (j) any other document or agreement forming part of the NWA-ALPA
42 Restructuring Agreement and/or the modifications of the of the NWA-ALPA Agreement
43 (as defined below) (“NWA Modifications”) which is in any way related to or connected
44 with any of the foregoing (any such event, a “Claim”); provided however, (i) the
45 Company shall have no indemnification obligation to the extent that a Claim against an

1 Indemnified Person is finally determined by a court of competent jurisdiction to have
2 resulted from the gross negligence, fraud or willful misconduct of such Indemnified
3 Person; (ii) the Indemnification Procedures set forth below are met; (iii) the Company
4 will only be liable for 50% of the first \$3 million obligation for the defense, settlement
5 and/or satisfaction of a Claim, and 100% thereafter; and (iv) the Company shall have no
6 obligation to provide indemnification with respect to any Claim based upon, relating to or
7 arising out of any determination by ALPA of the manner of distribution or allocation of
8 benefits. This indemnification obligation shall continue in full force and effect without
9 regard to the duration clause of the ALPA Restructuring Agreement.

- 10 2. Indemnification Procedure. (1) An Indemnified Person must give prompt notice to the
11 Company of the facts and circumstances that may constitute a Claim under this paragraph
12 4.D.; provided, however, that any delay by an Indemnified Person in giving such notice
13 shall not relieve the Company of its obligations under this paragraph 4.D. except to the
14 extent that such delay causes material damage or prejudice to the Company. (2) the
15 Company shall be entitled to participate in a judicial or administrative proceeding
16 concerning an actual or potential Claim (an “Action”) and, upon ten (10) days notice to
17 the applicable Indemnified Person, may assume the defense of such Claim with counsel
18 of the Company’s choosing and reasonably satisfactory to the Indemnified Person. Upon
19 assumption of the defense of an Action by the Company, the Company shall control the
20 defense of the Indemnified Person and nothing that follows shall allow any other person
21 to maintain or assume control of such defense. Following any assumption of the defense
22 of an Action by the Company, the Company shall not be liable for any subsequent fees of
23 legal counsel or other expenses incurred by the Indemnified Person in connection with the
24 defense of such Action, subject to reimbursement for actual out-of-pocket expenses
25 incurred by the Indemnified Person as the result of a request for cooperation or assistance
26 by the Company; provided, however, if, in the reasonable opinion of outside counsel to
27 the Indemnified Person, there exists an actual, material conflict of interest between the
28 Company and the Indemnified Person, the Company shall be liable for the legal fees and
29 expenses of separate counsel to the Indemnified Person; provided, further, the
30 Indemnified Person shall have the right to participate in the defense of an Action with its
31 own counsel at its own expense. (3) No compromise or settlement of any Action shall be
32 binding on the Company for purposes of the Company’s obligations under this paragraph
33 4.D. without the Company’s express written consent, which consent shall not be
34 unreasonably withheld. The Company shall not compromise or settle any Action or
35 otherwise admit to any liability for any Claim on a basis that would reasonably be
36 expected to adversely affect the future activity or conduct of the Indemnified Person
37 without the prior written consent of the Indemnified Person, which consent shall not be
38 unreasonably withheld. (4) In the event the Company assumes the defense of any Action
39 under this paragraph 4.D., the Company shall (i) keep ALPA and the applicable
40 Indemnified Person informed of material developments in the action, (ii) promptly
41 provide ALPA and such Indemnified Person with copies of all pleadings, responsive
42 pleadings, motions and other similar legal documents and papers received in connection
43 with the Action, (iii) permit ALPA and such Indemnified Person and their counsel, to the
44 extent practicable, to confer on the defense of the Action, and (iv) permit ALPA and such

1 Indemnified Person and their counsel, to the extent practicable, an opportunity to review
2 all legal papers to be submitted prior to their submission. The parties shall provide to
3 each other such assistance as may be reasonably required to ensure the proper and
4 adequate defense of the Action, and each party shall use its good faith efforts and
5 cooperate with each other party to avoid the waiver of any privilege of another party.
6 [Source: July 31, 2006 NWA CBA LOA #2006-03]
7

8 E. The Company will indemnify and hold harmless the Association, the Delta Air Lines Master
9 Executive Council of the Association, the former Northwest Airlines Master Executive
10 Council of the Association, and their current and past officers, members, committee
11 members, agents, employees, advisors, counsel, and other representatives (each an
12 “Association indemnitee”) from any and all liability, loss, damages, fines, penalties, expenses
13 and costs, including reasonable attorneys’ fees and costs, resulting from any claims, lawsuits,
14 or administrative charges of any sort whatsoever arising in connection with matters relating
15 to, concerning or connected to (a) the 2009 Pilot Retirement Incentive Program (2009 PRIP),
16 (b) the Letter of Agreement entitled “2009 Pilot Retirement Incentive Program” dated May
17 27, 2009 (2009 PRIP LOA), or (c) any amendment to the 2009 PRIP or the 2009 PRIP LOA,
18 including but not limited to the negotiation, establishment or implementation of the 2009
19 PRIP, the 2009 PRIP LOA, or any amendments to the 2009 PRIP or the 2009 PRIP LOA,
20 provided that such indemnification and hold harmless obligation will not apply to 1) any
21 claim, lawsuit or administrative charge resulting from the willful or intentional misconduct of
22 any indemnitee, but this exception will not apply to any claim, lawsuit or administrative
23 charge asserting or based in any way on a claim that an Association indemnitee engaged in
24 willful or intentional misconduct by negotiating or entering into the 2009 PRIP LOA; and 2)
25 any claim, lawsuit or administrative charge asserting that the Association violated its bylaws
26 or other organizational requirements by entering into the 2009 PRIP LOA or any amendment
27 thereto, and 3) any claim, lawsuit or administrative charge resulting from any intentional,
28 material misstatement made by any Association indemnitee that incorrectly describes the
29 2009 PRIP or the 2009 PRIP LOA or any amendment thereto. An Association indemnitee
30 seeking to be indemnified and held harmless pursuant to this paragraph must provide to the
31 Company written notice within ten business days of the Association indemnitee learning of
32 the claim, lawsuit or administrative charge as to which the Association indemnitee seeks to
33 be indemnified and held harmless. The Company will have the right to conduct the defense
34 of such matter with counsel of the Company’s choosing and enter into a settlement of such
35 matter. The Company will give reasonable consideration to the wishes of the indemnitee in
36 connection with the matters described in the foregoing sentence.
37

38 F. The Company will indemnify and hold harmless the Association, the Delta Air Lines Master
39 Executive Council of the Association, and their current and past officers, members,
40 committee members, agents, employees, advisors, counsel, and other representatives (each an
41 “Association indemnitee”) from any and all liability, loss, damages, fines, penalties,
42 expenses, and costs, including reasonable attorneys’ fees and costs, resulting from any
43 claims, lawsuits, or administrative charges of any sort whatsoever brought by a pilot arising
44 in connection with matters relating to, concerning or connected to (a) the 2011 Voluntary
45 Programs as they apply to pilot employees, (b) the Letter of Agreement entitled “2011

1 Voluntary Programs” dated May 31, 2011 (2011 Voluntary Programs LOA), or (c) any
2 amendment to the 2011 Voluntary Programs (as they apply to pilot employees) or the 2011
3 Voluntary Programs LOA, including but not limited to the negotiation, establishment, or
4 implementation of the 2011 Voluntary Programs as applicable to pilot employees, the 2011
5 Voluntary Programs LOA, or any amendments to the 2011 Voluntary Programs as applicable
6 to pilot employees or the 2011 Voluntary Programs LOA, provided that such indemnification
7 and hold harmless obligation will not apply to 1) any claim, lawsuit, or administrative charge
8 resulting from the willful or intentional misconduct of any indemnitee, but this exception will
9 not apply to any claim, lawsuit, or administrative charge asserting or based in any way on a
10 claim that an Association indemnitee engaged in willful or intentional misconduct by
11 negotiating or entering into this the 2011 Voluntary Programs LOA; and 2) any claim,
12 lawsuit, or administrative charge asserting that the Association violated its bylaws or other
13 organizational requirements by entering into the 2011 Voluntary Programs LOA or any
14 amendment thereto, and 3) any claim, lawsuit, or administrative charge resulting from any
15 intentional, material misstatement made by any Association indemnitee that incorrectly
16 describes the 2011 Voluntary Programs or the 2011 Voluntary Programs LOA or any
17 amendment thereto. An Association indemnitee seeking to be indemnified and held harmless
18 pursuant to this paragraph must provide to the Company written notice within ten business
19 days of the Association indemnitee learning of the claim, lawsuit, or administrative charge as
20 to which the Association indemnitee seeks to be indemnified and held harmless. The
21 Company will have the right to conduct the defense of such matter with counsel of the
22 Company’s choosing and enter into a settlement of such matter. The Company will give
23 reasonable consideration to the wishes of the indemnitee in connection with the matters
24 described in the foregoing sentence.

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26
27 **7.**

28 **FORB & PSRB participation by MEC Training Committee Chairmen**

29
30 Past participation by the MEC Training Committee Chairman has been valuable in the past in the
31 conduct of the Flight Operations Review Board (FORB), and it has been Flight Operations’
32 practice to invite the MEC Training Committee Chairman, or his designee, to participate in the
33 FORB process. The Company agrees to continue this practice. The Company agrees to extend
34 the practice of inviting the participation of the MEC Training Committee Chairman, or his
35 designee, to proceedings of the Pilot Standards Review Board.

36
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38 **8.**

39 **ANC Base Closure Provisions**

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41 A former ANC pilot who is entitled to the benefits and relief contained in paragraph 4. Of the
42 MOU entitled “JCBA Pay Protection Clarification and Anchorage Base Closure” dated XXX
43 XX, 2009 will remain eligible for such relocation benefits until July 31, 2012. Such pilot will be
44 provided free parking while on duty, for one vehicle at ANC (in lieu of his parking at another
45 base) until he establishes a new permanent residence, or July 31, 2012, whichever occurs first.

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**9.
PBS Unstacking Parameters**

The PWG will consider the potential impact of changing the current *MOU #2 - PBS* limit on maximum stack heights for regular and reserve lines, and issue appropriate recommendations. Recommendations of the PWG will be considered by the parties in determining the need for contractual or procedural changes to PBS.

**10.
Duration**

This Letter of Agreement will become effective on July 1, 2012 and remain in effect concurrent with the PWA.

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3 LETTER OF AGREEMENT

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5 Between

6
7 DELTA AIR LINES, INC.

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9 and the Air Line Pilots in the service of

10
11 DELTA AIR LINES, INC.

12
13 as represented by the

14
15 AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

16
17 **DC Plan Termination and Related Changes**

18
19 This LETTER OF AGREEMENT is made in accordance with the provisions of the Railway
20 Labor Act, as amended, by Delta Air Lines, Inc. (“Company”), and the Air Line Pilots
21 Association, International (“Association”).

22
23 WHEREAS the Company and the Association are parties to a collective bargaining agreement
24 setting forth the rates of pay, rules and working conditions for the Company’s pilots (“Pilot
25 Working Agreement” or “PWA”) effective July 1, 2012,

26
27 WHEREAS the Company currently makes contributions to pilots’ accounts under two separate
28 defined contribution plans—the Delta Pilots Savings Plan and the Delta Pilots Defined
29 Contribution Plan (including the NWA MP3) (respectively the “DPSP” and the “DC Plan” and
30 collectively the “Plans”),

31
32 WHEREAS many pilots have expressed a desire for simplification, consolidation and
33 standardization concerning investment management, beneficiary designations and distribution
34 requirements applicable to their retirement accounts,

35
36 WHEREAS the parties have determined that such simplification, consolidation and
37 standardization may be achieved by providing that after December 31, 2013, all future Company
38 contributions be made solely to the DPSP, that the DC Plan be terminated effective December
39 31, 2013 and the assets distributed to pilots, and that pilots be provided the option (among
40 others) to roll over their distributed DC Plan assets to their accounts under the DPSP.

41
42 NOW THEREFORE, it is mutually agreed:
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1.
Company Contributions to DPSP

Amend *Section 26 C. 2.* to read:

2. Effective with respect to earnings paid before January 1, 2014, the Company contribution to the DPSP is 2% of a pilot’s earnings. Effective with respect to earnings paid on and after January 1, 2014, the Company contribution to the DPSP is 15% of a pilot’s earnings. Company contributions to the DPSP that are made on account of earnings paid in each regular semi-monthly payroll check will be made no later than 15 days following the date such semi-monthly payroll check is issued.

2.
Company Contributions to DC Plan

Amend *Section 26 N. 1.* to read:

1. Effective with respect to earnings paid on and after January 1, 2012 and before January 1, 2014, the Company contribution to the DC Plan will be 12% of earnings. There will be no Company contributions to the DC Plan with respect to earnings paid on and after January 1, 2014. Company contributions to the DC Plan that are made on account of earnings paid in each regular semi-monthly payroll check will be made no later than 15 days following the date such semi-monthly payroll check is issued.

Exception: Effective with respect to earnings paid on and after January 1, 2012 and before January 1, 2014, a pilot who is a participant in the NWA MP3 will receive Company contributions to the DC Plan, as follows, in addition to an additional Company residual contribution he may be eligible to receive under Section 26 N. 4. a.:

Earnings Paid	Company Contributions as Percentage of Earnings
On and after January 1, 2012 but before January 1, 2013	1%
On and after January 1, 2013 but before January 1, 2014	4%

This Exception will cease to apply with respect to earnings paid after December 31, 2013.

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3.
Termination of DC Plan and
Distribution of DC Plan Assets to Participants

14 Add *Section 26 N. 7.* (new) to read:

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7. The DC Plan will be terminated effective December 31, 2013 and the assets of the DC Plan will be distributed in accordance with Attachment 26-1, “DC Plan Termination and Distribution.”

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4.
Related Amendments

Amend *Section 2 A. 235.*, *Section 25 A. 26.*, and *Section 26 A. 30.* to read:

“Retired” means the termination of employment of a pilot (or 13 B. 3. pilot) under circumstances that enable him to receive an early, normal or deferred retirement benefit from the Pension Benefit Guaranty Corporation under the terminated Delta Pilots Retirement Plan, or under circumstances that enable him to receive an early, normal or deferred retirement benefit from the DC Plan (or after termination of the DC Plan, under circumstances that would have enabled him to receive an early, normal or deferred retirement benefit from the DC Plan, assuming the DC Plan had not terminated and that he had an account under the DC Plan), or under circumstances that enable him to receive an early, normal, late or deferred retirement pension (but not a terminated vested benefit) under the NWA Pension Plan.

Note: A NWA disabled pilot is not considered retired.

Amend *Section 2 A. 236.* to read:

236. “Retirement date” means the early, normal, late or deferred retirement date (but not terminated vested benefit commencement date), whichever is applicable of a pilot who has retired.

Amend *Section 26 K. 3.*, with respect to (a) temporary and long-term disability benefits that commence after December 31, 2013, and (b) temporary and long-term disability benefits that commence on or before December 31, 2013 but that are not actually being offset by DC Plan benefits (including NWA MP3 benefits) as of December 31, 2013, to read:

3. Offsets
- a. Temporary and long-term disability benefits under the D&S Plan will be offset by the following:
- 1) Workers compensation benefits, to the extent such benefits are payable on account of the participant’s employment with the Company, and state disability income benefits, whether or not payment of such workers compensation and state disability income benefits is forfeited because of failure to apply.

LOA #13-04 – DC Plan Termination and Related Changes

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Michael H. Campbell
Executive Vice President – Human
Resources & Labor Relations

Captain James L. Van Sickle
Acting Chairman – Delta MEC

WITNESS:

WITNESS:

Captain Stephen M. Dickson
Senior Vice President –
Flight Operations

First Officer Parrish Olmstead
Chairman – MEC Negotiating
Committee

Robert L. Kight
Senior Vice President –
Global HR Services
& Labor Relations

First Officer Matthew Coons
MEC Negotiating Committee

Brendan M. Branon
Director – Labor Relations

First Officer Christopher Nevins
MEC Negotiating Committee

DC Plan Termination and Distribution

1	DC Plan termination date	The DC Plan termination date will be December 31, 2013.
2	Timing of distribution to plan participants	The DC Plan distribution date will be as soon as practicable after the DC Plan termination date.
3	Distribution options	<p>Each DC Plan participant will be entitled to elect from one of the following distribution options:</p> <ul style="list-style-type: none"> a. Rollover to DPSP in kind b. Rollover to Fidelity IRA in cash for the Core Accounts and in kind for the BrokerageLink Account c. Rollover to Non-Fidelity IRA designated by participant in cash d. Rollover to qualified plan designated by participant (plan must accept rollovers) in cash e. Cash f. Purchase of insurance company immediate or deferred annuity after liquidating the DC Plan account (Note: All commissions, premium tax or other expenses related to the purchase of an annuity shall be borne by the participant's account.) <p>In the event a DC Plan participant fails to elect a distribution option within the election period determined by the Company, the participant will be deemed to have elected an annuity (or will be automatically paid in cash if the total account balance is \$1,000 or less, pursuant to Section 7.10 of the DC Plan).</p>
4	Expenses related to termination and distribution	Paid by Company (except as provided in item 3.f. above).
5	Information provided to Association	The Company will provide to the Association regular updates on the progress of the DC Plan termination and distribution process, in a form and at the intervals agreed to by the parties.
6	USERRA contributions for pilots returning after DC Plan termination	USERRA required contributions, if any, the Company owes with respect to the DC Plan (not including the NWA MP3 portion of the plan), after termination of the DC Plan, will instead be contributed on behalf of the participant to the DPSP. For pilots hired before January 1, 2005 (other than former NWA pilots), contributions made with respect to a period of qualifying military service prior to January 1, 2014 will be made with interest at 7.0% per annum.
7	Grievances	The Benefit Review Board process will apply to grievances arising with respect to the process of termination of the DC Plan and distribution of the assets of the DC Plan (amount in dispute must exceed \$1,000 in the case of a benefit claim denial).
8	Other issues	The Company and the Association will meet and confer to reach agreement on any other issues that arise with respect to the DC Plan termination.

LOA #13-05 – NWA MP3 AND NWA LTD CHANGES & MISCELLANEOUS
CLARIFICATIONS AND CORRECTIONS

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LETTER OF AGREEMENT

Between

DELTA AIR LINES, INC.

and the Air Line Pilots in the service of

DELTA AIR LINES, INC.

as represented by the

AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

**NWA MP3 AND NWA LTD CHANGES & MISCELLANEOUS
CLARIFICATIONS AND CORRECTIONS**

This LETTER OF AGREEMENT is made in accordance with the provisions of the Railway Labor Act, as amended, by Delta Air Lines, Inc. (“Company”), and the Air Line Pilots Association, International (“Association”).

WHEREAS the Company and the Association are parties to a collective bargaining agreement setting forth the rates of pay, rules and working conditions for the Company’s pilots (“Pilot Working Agreement” or “PWA”) effective July 1, 2012, and

WHEREAS other amendments to the NWA MP3 are required as a result of the previously agreed to cessation of contributions to that plan at the end of 2013 and an adjustment to the date that monthly LTD payments from the Delta Pilots Disability and Survivorship Plan (D&S Plan) are made is necessary due to the timing of pre-tax deductions taken from certain D&S Plan payments, and

WHEREAS the parties desire to make certain miscellaneous clarifications and corrections in the PWA.

NOW THEREFORE, it is mutually agreed:

1.

Changes related to the NWA MP3 termination

A. Add **Section 26 N. 4. a. Exception** (new) to read:

Exception: The 2013 residual contributions that would have been made in December of 2013 will be made no later than January 31, 2014.

B. Add **Section 26. N. 4. b. Exception** (new) to read:

LOA #13-05 – NWA MP3 AND NWA LTD CHANGES & MISCELLANEOUS
CLARIFICATIONS AND CORRECTIONS

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Exception: The 2013 residual contributions that would have been made in December of 2013 will be made no later than January 31, 2014.

C. Amend the DPSP and amend Section 3.4 of Appendix D of the DC Plan (the NWA MP3) to provide as follows:

- (a) The NWA MP3 USERRA contributions and the DPSP residual contributions of a participant who has not returned from a period of qualifying service in the uniformed services by December 31, 2013, but has supplied to the Company his valid military orders for the entire period of his military leave as of that date, will be made to the NWA MP3 Plan or DPSP no later than January 31, 2014, even if such participant is not reemployed by the Company as of that date.
- (b) The NWA MP3 residual contributions allocation model for 2013 will be adjusted for each participant who has not returned from a period of qualifying service in the uniformed services by December 31, 2013 and has not supplied to the Company his valid military orders for the entire period of his military leave as of that date. The allocation model adjustments will include the forfeited deemed earnings, and targeted and residual held contributions for each such participant, in order to increase the amount of residual contributions to be allocated to all other participants eligible to receive final residual contributions.
- (c) For each participant who has not returned from a period of qualifying service in the uniformed services by December 31, 2013 and has not supplied to the Company by December 31, 2013 his valid military orders for the entire period of his military leave, the amount of the NWA MP3 USERRA contributions and residual contributions he would be eligible to receive if the NWA MP3 portion of the DC plan had not ceased will instead be contributed to the DPSP if and when the participant is reemployed under conditions that permit him to receive these make-up contributions under USERRA.

2.

Change to the Timing of NWA LTD Payments

Amend Sections 3.1.2(e) and 3.1.3 of Appendix A to the D&S Plan (the NWA LTD Plan) to reflect that effective for the month of January 2014 and each month thereafter, LTD benefits will be paid for a month on the last day of the prior month rather than the first day of that month (for example December 31, 2013 instead of January 1, 2014).

LOA #13-05 – NWA MP3 AND NWA LTD CHANGES & MISCELLANEOUS
CLARIFICATIONS AND CORRECTIONS

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3.

Miscellaneous Clarifications and Corrections

A. Amend *Section 23 O. 3.* to read:

- 3. Long call reserve pilots (including those for whom the award would interrupt their X-day(s)), and reserve pilots who are on an X-day, who have submitted yellow slips (provided FAR reserve rest requirements have been met, in category, within RUO)

B. Amend *Section 23 O. 6.* to read:

- 6. Out-of-base long call reserve pilots (including those for whom the award would interrupt their X-day(s)), and reserve pilots who are on an X-day, who have submitted yellow slips (provided FAR reserve rest requirements have been met, by base, within RUO)

C. Amend *Section 23 T. 6.* to read:

- 6. A pilot may be awarded open time as a result of a yellow slip on or into his X-day(s) (including golden X-days), under *Section 23 N. 5.* or *Section 23 O. 3.* or **6.**, subject to the following:
 - a. The days-of-availability grouping for a pilot will include the waived X-day(s).
 - b. An X-day(s) lost as a result of such yellow slip award will be forfeited.

4.

Effective Date and Duration

Unless otherwise specified in this LOA, the provisions of this LOA will become effective on its date of signing and will remain in effect concurrent with the PWA.

IN WITNESS WHEREOF, the parties have signed this Letter of Agreement, this ___ day of November, 2013.

FOR THE COMPANY

FOR THE ASSOCIATION

Stephen E. Gorman
Executive Vice President &
Chief Operating Officer

Captain Donald L. Moak
President

LOA #13-05 – NWA MP3 AND NWA LTD CHANGES & MISCELLANEOUS
CLARIFICATIONS AND CORRECTIONS

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Michael H. Campbell
Executive Vice President – Human
Resources & Labor Relations

WITNESS:

Captain Stephen M. Dickson
Senior Vice President –
Flight Operations

Robert L. Kight
Senior Vice President –
Global HR Services
& Labor Relations

Brendan M. Branon
Director – Labor Relations

Tim Hennie-Roed
Director – Crew Resources &
Scheduling

Captain James L. Van Sickle
Acting Chairman – Delta MEC

WITNESS:

First Officer Parrish Olmstead
Chairman – MEC Negotiating
Committee

First Officer Matthew Coons
MEC Negotiating Committee

First Officer Christopher Nevins
MEC Negotiating Committee

LETTER OF AGREEMENT

Between

DELTA AIR LINES, INC.

and the Air Line Pilots in the service of

DELTA AIR LINES, INC.

as represented by the

AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

2014 55-POINT VOLUNTARY RETIREMENT PROGRAM

This Letter of Agreement is made and entered into under the provisions of the Railway Labor Act, as amended, between Delta Air Lines, Inc. (the “Company”) and the Air Line Pilots Association, International (the “Association”).

WHEREAS the Company and the Association are parties to a collective bargaining agreement setting forth the rates of pay, rules and working conditions for the Company’s pilots (“Pilot Working Agreement” or “PWA”) effective July 1, 2012, and

WHEREAS the Company desires to offer a voluntary retirement program (“the Voluntary Program” or “the Program”) to provide incentives to pilots who may desire to voluntarily retire from the Company, and

WHEREAS the timing of the Program is intended to allow an eligible pilot time to consider the Program and to determine if participation is appropriate for him, as well as to allow time for the Company to evaluate the number of pilots who elect to participate and to consider the appropriate category staffing as soon as practical.

NOW THEREFORE, it is mutually agreed:

1.

Reference to Program Documents

The applicable eligibility, severance pay, benefit, and other provisions of the Voluntary Program are contained in the following documents to be electronically provided to each eligible pilot, made available on DeltaNet, and are incorporated herein by reference:

- A. “Delta Air Lines, Inc. 2014 55-Point Voluntary Retirement Program” (also attached hereto as Attachment A)

1 B. "Delta Air Lines, Inc. 2014 55-Point Voluntary Retirement Program Separation
2 Agreement and General Release" and "Age Disclosure Attachment"
3

4 This LOA does not change any term of the PWA or any welfare or retirement plans under the
5 PWA, except as specifically modified in this LOA or by reference in one of the Program
6 documents as it relates to an individual pilot's participation in a Program. If this LOA restates a
7 provision of the PWA, it does so only for clarification and without effect on that provision, or
8 any other provision, of the PWA. Following exhaustion of all administrative remedies available
9 under the Program(s), a benefit claim denial may be submitted under the terms of LOA #5.
10

11
12 **2.**

13 **Participation in Program Subject to Approval**
14

15 A. A pilot who is eligible to apply as set forth in the applicable Program document(s) and who
16 wishes to participate in the Voluntary Program must properly apply for the Program and not
17 subsequently revoke his application. The available method(s) and timeline(s) to apply for
18 and/or revoke application are set forth in the Program document(s).
19

20 B. An eligible pilot who properly applies and who does not subsequently revoke his application
21 will participate in the Program (a "participating pilot" or "Program participant"), subject to
22 the following:

- 23 1) Up to 50 pilots who properly apply will participate in the Program.
- 24 2) Up to 50 of the most senior 747-400 Captains who properly apply will participate in the
25 Program.
- 26 3) Up to 25 of the most senior pilots who are not 747-400 Captains ("non-747-400
27 Captains") who properly apply will participate in the Program.

28 Note one: In the event there are fewer than 25 non-747-400 Captains who properly apply
29 and who are more senior than the least senior 747-400 Captain Program participant, then
30 such least senior 747-400 Captain will be the least senior Program participant, and there will
31 be fewer than 25 non-747-400 Captains who participate in the Program.

32 Note two: In the event there are 25 or more 747-400 Captains who properly apply and who
33 are more senior than the 25th most senior non-747-400 Captain who has properly applied,
34 then there will be more than 25 747-400 Captains who participate in the Program and fewer
35 than 25 non-747-400 Captains who participate in the Program.

36 Note three: In the event there are fewer than 25 747-400 Captain Program participants, then
37 the 25 most senior non-747-400 Captains who properly apply will participate in the Program.
38

39 Examples:
40

- 41 1) The 25th most senior 747-400 Captain applicant is seniority #150. The 25th most senior
42 non-747-400 Captain applicant is seniority #100. There will be 50 enrollees consisting of
43 the 25 most senior 747-400 Captains and the 25 most senior non-747-400 Captains.
44
- 45 2) The 25th most senior 747-400 Captain applicant is seniority #150. There are only 20 non-
46 747-400 Captain applicants with seniority higher than #150. After seniority #150, the

1 next senior applicant is a non-747-400 Captain. There will be 45 enrollees consisting of
2 the 25 most senior 747-400 Captain applicants and the 20 most senior non-747-400
3 applicants.
4

5 3) The 25th most senior 747-400 Captain applicant is seniority #150. There are only 20 non-
6 747-400 Captain applicants with seniority higher than #150. After seniority #150, the
7 next most senior five applicants are 747-400 Captains. There will be 50 enrollees
8 consisting of the 30 most senior 747-400 Captain applicants and the 20 most senior non-
9 747-400 applicants.
10

11 4) There are fewer than 25 total 747-400 Captains applicants. All 747-400 Captain
12 applicants will be enrolled in the Program and the 25 most senior non-747-400 Captain
13 applicants will be enrolled in the Program.
14

15 C. The Company will meet with the Association to review its determination of approval for
16 participation in the Program of eligible pilots who have properly applied for participation in
17 the Program.
18
19

20 3.

21 **Assignment of Retirement Dates under Program**

22

23 A. As soon as possible following the revocation period, the Company will publish a schedule of
24 anticipated retirement dates for all Program participants.
25

26 B. The Company will not schedule retirement dates prior to November 30, 2014 and, subject to
27 operational needs, does not anticipate scheduling the retirement of any Program participant
28 after September 1, 2015. In the event the Company schedules a retirement date after
29 September 1, 2015, the parties will meet to discuss any additional provisions needed to
30 accommodate such circumstance.
31

32 C. The Company has the administrative flexibility to assign retirement dates under the Program,
33 subject to the following. The Company will assign a retirement date to each Program
34 participant by position seniority order (e.g., among 777 Captains, the most junior 777
35 Captain is assigned the earliest retirement date and the most senior 777 Captain the latest),
36 modified by the following:

37 1) Replacement training capabilities of his fleet (this could allow for a more senior system
38 seniority 330 pilot to receive an assigned retirement date that is earlier than the assigned
39 retirement date of a more junior system seniority 777 pilot).

40 2) Attainment of age 50 (e.g., a Program participant may attain age 50 on or prior to
41 September 1, 2015 and will have his retirement date occur on or after that birthday) or the
42 FAA mandatory retirement age.

43 3) A Program participant who is on inactive payroll status will be assigned the earliest
44 available retirement date.

45 4) Unless a Program participant who is a former NWA pilot makes a request to Crew
46 Resources prior to the end of the application period (i.e., by 2359E on October 30, 2014)

1 for an earlier retirement date, the Company will assign him a retirement date that is after
2 he has reached the following three potential pension milestones as applicable, so long as
3 such milestone(s) will be reached by September 1, 2015:

- 4 a) Attainment of 50th birthday and 10 or more years of vesting service under the
5 Northwest pension plans.
- 6 b) Attainment of 60th birthday, if entitled to a benefit under the NWA Excess Plan.
- 7 c) Attainment of 50th birthday and 25 years of vesting service under the Northwest
8 pension plans.

9 5) Prior to the end of the application period (i.e., by 2359E on October 30, 2014), a Program
10 participant may make a request to Crew Resources for a particular retirement date under
11 the Program and the Company will honor such request to the extent possible, taking into
12 account position seniority order.

13 6) Absent a milestone event, the Company may accelerate the timing of an assigned
14 retirement date (and thereafter, such accelerated assigned retirement date will be the
15 Program participant's assigned retirement date for all purposes of this LOA) if:

- 16 a) the Program participant agrees to the earlier assigned retirement date, or
- 17 b) the Program participant goes on inactive payroll status, or
- 18 c) the Program participant is properly notified as follows:
 - 19 i) the assigned retirement date may be accelerated by up to 31 days, provided the
20 Program participant is given 15 days advance notice of the accelerated assigned
21 retirement date.
 - 22 ii) the assigned retirement date may be accelerated by up to 60 days, provided the
23 Program participant is given 30 days advance notice of the accelerated assigned
24 retirement date.

25
26
27 **4.**

28 **Program Participants on Military Leave**

29
30 A. A Program participant who, as of his assigned retirement date under the Program, is on
31 military leave of absence exceeding 30 consecutive days will be returned to active payroll
32 status immediately prior to his assigned retirement date. Such return to active payroll status
33 will trigger the following:

- 34 1) under USERRA:
 - 35 a) Company make-up contributions under the Delta Pilots Savings Plan and Delta Pilots
36 Defined Contribution Plan,
 - 37 b) if applicable, accruals under the NWA defined benefit retirement plans, and
 - 38 c) the ability of the Program participant to make up employee contributions under the
39 DPSP;
- 40 and
- 41 2) in the case of a former NWA pilot, application of **Section 25** and **Section 26** of the PWA,
42 effective upon his return to active payroll status, if such **Sections** had not already applied
43 to him.

1 B. A pilot on military leave of absence of 30 consecutive days or less as of his assigned
2 retirement date will also be eligible for the treatment described in paragraph 4. A. 1) above,
3 in accordance with USERRA requirements and procedures.
4

5
6 **5.**

7 **Subsequent Position Bids and Awards**
8

9 A Program participant will not be eligible to be awarded an AE or VD.
10

11
12 **6.**

13 **Vacation**
14

15 A Program participant will not bid vacation for the April 2015 - March 2016 vacation year.
16 Accrued and earned vacation through a Program participant's actual retirement date will be paid
17 under **Section 7 G. 3. c. 1)** of the PWA.
18

19
20 **7.**

21 **Impact of Program Participation on Certain Benefits under PWA**
22

23 A. A Program participant will be eligible for retiree medical and dental coverage under **Section**
24 **25 C.**, and retiree vision coverage, if applicable, under **Section 25 F.**, even if he has not
25 reached age 50 by his retirement date under the Program.
26

27 B. A Program participant will be eligible for standard retiree travel privileges for himself and
28 his eligible pass riders even if he has not reached age 50 by his scheduled retirement date.
29

30 C. A Program participant will be eligible for the retiree life insurance under **Section 25 H. 1.**
31 **b.** If a pilot has not reached age 50 by his retirement date under the Program, he will be
32 eligible as if he had been over age 50 at the time of his retirement and the reductions under
33 **Section 25 H. 1. b.** will apply beginning on his retirement date. A pilot will be eligible to
34 continue accident insurance for private and military flying under **Section 25 J. 7.** after his
35 retirement date under the Program regardless of his actual age on his retirement date.
36

37
38 **8.**

39 **Indemnity**
40

41 The Company will indemnify and hold harmless the Association, the Delta Air Lines Master
42 Executive Council of the Association, and their current and past officers, members, committee
43 members, agents, employees, advisors, counsel, and other representatives (each an "Association
44 indemnitee") from any and all liability, loss, damages, fines, penalties, expenses, and costs,
45 including reasonable attorneys' fees and costs, resulting from any claims, lawsuits, or
46 administrative charges of any sort whatsoever brought by a pilot (including for purposes of this

1 paragraph 8. a pilot retiree and any other individual previously employed as a pilot) arising in
2 connection with matters relating to, concerning or connected to (a) the Program as they apply to
3 pilot employees, (b) this Letter of Agreement #14-05 (“LOA #14-05”), or (c) any amendment to
4 the Program (as they apply to pilot employees) or LOA #14-05, including but not limited to the
5 negotiation, establishment, or implementation of the Program as applicable to pilot employees,
6 LOA #14-05, or any amendments to the Program as applicable to pilot employees or LOA #14-
7 05, provided that such indemnification and hold harmless obligation will not apply to 1) any
8 claim, lawsuit, or administrative charge resulting from the willful or intentional misconduct of
9 any Association indemnitee, but this exception will not apply to any claim, lawsuit, or
10 administrative charge asserting or based in any way on a claim that an Association indemnitee
11 engaged in willful or intentional misconduct by negotiating or entering into this LOA #14-05;
12 and 2) any claim, lawsuit, or administrative charge asserting that the Association violated its
13 bylaws or other organizational requirements by entering into this Letter of Agreement or any
14 amendment thereto, and 3) any claim, lawsuit, or administrative charge resulting from any
15 intentional, material misstatement made by any Association indemnitee that incorrectly describes
16 the Program or LOA #14-05 or any amendment thereto. An Association indemnitee seeking to
17 be indemnified and held harmless pursuant to this paragraph must provide to the Company
18 written notice within ten business days of the Association indemnitee learning of the claim,
19 lawsuit, or administrative charge as to which the Association indemnitee seeks to be indemnified
20 and held harmless. The Company will have the right to conduct the defense of such matter with
21 counsel of the Company’s choosing and enter into a settlement of such matter. The Company
22 will give reasonable consideration to the wishes of the Association indemnitee in connection
23 with the matters described in the foregoing sentence.
24
25

26 **8.**
27 **Duration**

28
29 This LOA will become effective on this ___ day of _____, 2014 and will remain in effect
30 concurrent with the PWA.
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DELTA AIR LINES, INC.
55-POINT VOLUNTARY RETIREMENT PROGRAM
PROGRAM DOCUMENT FOR PILOTS
September, 2014

INTRODUCTION

The Delta Air Lines, Inc. 55-Point Voluntary Retirement Program (as adopted on June 5, 2013 and amended on July 6, 2014) is hereby further amended effective September 15, 2014 (such program, as amended, is referred to in this document as the "Program," "55-Point Voluntary Program" or "Plan") to provide benefits to certain eligible pilots who apply, are approved and retire from Delta in accordance with the terms of Program. The benefits of the Program include an expansion of retirement eligibility to certain pilots who would not otherwise be eligible to retire under Delta's standard retirement program.

The Program will be implemented only if the Company and the Association reach agreement on Letter of Agreement (LOA) #14-05. If such agreement is not reached, the Program will not be implemented and this Program document will be void. If there is any conflict between the terms of this Program document and the terms of the ratified LOA #14-05, the terms of LOA #14-05 will control.

ELIGIBILITY AND NOTIFICATION

A. The requirements described in this Section must be met in order for a pilot to be eligible to apply for participation in the Program ("a Program eligible pilot"):

- 1) The pilot is on the System Seniority List on September 5, 2014
- 2) The pilot is not an officer or corporate director of the Company, or in a merit position grade 11 or above.
- 3) The pilot was on active payroll status on any day during the period beginning April 17, 2014 and ending on October 16, 2014 (i.e., must not have been continuously on inactive payroll status during this entire period).
Note: Active payroll status and inactive payroll status are terms defined in Section 2 of the PWA.
Exception: For purposes of Program eligibility, any day a pilot is on military leave during the period beginning April 17, 2014 and ending on October 16, 2014 is considered a day on active payroll status.
- 4) Measured as of August 31, 2015, the pilot's:
 - a) actual or deemed service is at least 10 years of service (YOS); and
 - b) actual or deemed years of age, combined with his actual or deemed YOS, adds to a sum of 55 or more.

Note one: For purposes of these eligibility requirements, a pilot will be deemed to have attained the age he or she would be on August 31, 2015, and will be deemed to have the years of age and YOS he or she would have on August 31, 2015, all as if he or she continued in employment through August 31, 2015 regardless of whether he or she actually retires prior to August 31, 2015.

Note two: Deemed and actual age and YOS are counted in whole years only. Partial years are disregarded.

Note three: For all purposes of this Program, YOS means consecutive service as a pilot or airman for Hughes Airwest, North Central, Northeast, Northwest, Pan Am, Republic, Southern, or Western (a

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1 "predecessor carrier"), including all time spent on the seniority list as a pilot or an airman of a
2 predecessor carrier, whether active or inactive (including, for example, any time spent on furlough or
3 furlough bypass), as well as, all time employed by the Company or a predecessor carrier in a capacity
4 other than as a pilot, whether active or inactive, measured from the most recent date of employment.
5

6 B. The Company will notify all Program eligible pilots of their eligibility to apply for the Program
7 via their delta.com email address. An inactive Program eligible pilot who no longer has access to
8 delta.com email will also be sent a notice via U.S. Mail to his or her home address on file in DBMS.
9 **Any notification based on incorrect or outdated information in the Company's personnel records or any**
10 **erroneous or misdirected electronic or mailed eligibility communication will not, in itself, make a pilot**
11 **eligible for the Program.**
12
13

14 **APPLICATION, RELEASE AND REVOCATION**

15
16

17 A. Eligible pilots may apply to participate in the Program during the application period, which
18 begins at 0001E on October 16, 2014 and ends at 2359 E on October 30, 2014.
19

20 B. A Program eligible pilot who wishes to apply for participation in the Program must complete
21 and timely submit a ***Separation Agreement and General Release*** ("Release"). **The Release may be**
22 **submitted only by printing, signing, dating, completing, and faxing it to the Company (at fax number**
23 **1-877-432-5470) during the 15-day period beginning at 0001E on October 16, 2014 and ending at**
24 **2359E on October 30, 2014 (the "application period").** A Program eligible pilot may not apply for
25 participation in the Program contingent upon being assigned any particular retirement date.
26

27 C. A Program eligible pilot who has not properly completed and submitted the Release via
28 facsimile by 2359E on October 30, 2014 will not be considered for participation under the Program. If
29 a Program eligible pilot submits a faxed Release that is incomplete, altered, not dated, unsigned, has
30 pages missing, or for any other reason is not acceptable, the Program eligible pilot will be notified via
31 his or her delta.com email address of the problem and the time frame for resending a proper Release.
32 If the Program eligible pilot does not respond with a resubmitted Release within this time frame, he or
33 she will not be considered for the Program. The Company will reject any application submitted by a
34 pilot who is not a Program eligible pilot.
35

36 D. Prior to the closing of the application period at 2359E on October 30, 2014, a Program eligible
37 pilot who has submitted a Release during the application period may revoke his or her decision to
38 apply for the Program (and the Release) by faxing a signed statement to the Company (at fax number
39 1-877-432-5470) clearly stating that the Program eligible pilot is revoking his or her prior application
40 for the Program. After such a revocation, a Program eligible pilot may again apply to participate in the
41 Program at any time until 2359E on October 30, 2014, in accordance with the procedures stated in
42 paragraph A, above.
43

44 E. Following the closing of the application period, there will be a fifteen day revocation period
45 that begins at 0001E on October 31, 2014 and ends at 2359E on November 14, 2014 (**the "revocation**
46 **period").** **During the revocation period, a pilot who** applied for the Program during the application
47 period may revoke his or her decision to apply for the Program (which automatically revokes the
48 Release), by faxing a signed statement to the Company (at fax number 1-877-432-5470) clearly
49 stating that the Program eligible pilot is revoking his or her prior application for the Program. A
50 Release that was properly submitted by 2359E on October 30, 2014 and that has not been properly
51 revoked by 2359E on November 14, 2014 will be irrevocable and binding.
52

53 F. The Company will promptly provide confirmation to a pilot of its receipt of a Release or
54 revocation that the pilot submits under the Program. Confirmation will be provided electronically to
55 **the Program eligible pilot's delta.com email address.**
56

57 G. Application Process Information:

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- 1 • The Release is located on DeltaNet. A link to the Release is also included in the eligibility
2 email sent to eligible pilots on September 15, 2014. Before submitting the Release, a Program
3 eligible pilot is advised to consult with an attorney of their choosing.
- 4 • Confirmation of receipt of a submitted Release (or revocation) **will be sent to the pilot's**
5 **delta.com** email address generally within 72 hours of its receipt by Delta. Pilots should
6 frequently check their **delta.com** email address during the Program application and revocation
7 periods for pertinent messages such as this since their **delta.com** email address is the only
8 place those notifications will be provided.
- 9 • A Release or revocation sent via overnight delivery service, U.S. Mail, hand delivery, Company
10 **mail or given to a pilot's Chief Pilot or Chief Pilot Office** will not be accepted.

PROGRAM PARTICIPATION SUBJECT TO APPROVAL

- 15 • Participation in the Program is subject to approval by the Company. The Company will
16 approve participation in the Program in accordance with LOA #14-05.
- 18 • The number of Program eligible pilots approved for participation in the Program will be limited
19 in accordance with LOA #14-05.
- 21 • The Company will notify applicants who are accepted to participate in the Program in
22 accordance with LOA #14-05.
- 24 • A pilot approved for participation in the Program is referred to as a "Program participant".

ASSIGNMENT OF RETIREMENT DATES UNDER PROGRAM

- 29 A. A Program participant must remain employed (i.e., must be on active payroll status or inactive
30 payroll status) until his assigned retirement date.
- 32 B. The Company will assign a retirement date to each Program participant in accordance with
33 LOA #14-05. A Program participant must retire on his or her assigned retirement date.
- 35 C. The Company will publish its initial list of assigned retirement dates as soon as possible, but in
36 no case prior to the closing of the revocation period.
- 38 D. Prior to the end of the application period (i.e., by 2359E on October 30, 2014), a Program
39 participant may make a request to Crew Resources for a particular retirement date under the Program
40 and the Company will honor such request to the extent possible, taking into account position seniority
41 order.
- 43 E. Absent a milestone event, the Company may accelerate the timing of an assigned retirement
44 **date (and thereafter, such accelerated assigned retirement date will be the Program participant's**
45 **assigned retirement date for all purposes of the Program) if:**
 - 47 a) the Program participant agrees to the earlier assigned retirement date, or
 - 48 b) the Program participant goes on inactive payroll status, or
 - 49 c) the Program participant is properly notified as follows:
 - 51 i) the assigned retirement date may be accelerated by up to 31 days, provided the
52 Program participant is given 15 days advance notice of the accelerated assigned retirement
53 date.
 - 54 ii) the assigned retirement date may be accelerated by up to 60 days, provided the
55 Program participant is given 30 days advance notice of the accelerated assigned retirement
56 date.

57 IMPORTANT NOTE: Eligible pre-merger Northwest pilots who are Program participants will be
58 automatically sent a pension application packet by the Employee Service Center once their retirement

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1 date has been determined. Generally, pension application packets will be mailed out approximately
 2 30 days prior to the retirement date. Approved Program participants should not contact the Employee
 3 Service Center to request a pension application package.
 4
 5

6 **COMPLETION OF PILOT EXIT CHECK-OUT PROCESS**

7
 8 If a Program Participant does not complete the pilot exit checkout process, including returning all
 9 forms of company property, company identification, access cards, airport access badges, keys, credit
 10 cards, parking permits, computer equipment, tablets, **cell phone/BlackBerry, the Program participant's**
 11 severance payment may be withheld, along with a potential suspension of travel privileges, until such
 12 Company property is returned.
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18 **OVERVIEW OF 55-POINT VOLUNTARY PROGRAM BENEFITS**

19
 20 The chart below is a summary and not a detailed explanation of the benefits granted to pilots who participate
 21 in the **55-Point Voluntary Program**. See the Description of Benefits, later in this document, and Attachment A
 22 for a more complete explanation of the benefits provided under this Program. In addition to the specific
 23 benefits that are unique to the Program, pilots who participate in the Program and retire from Delta are also
 24 eligible for standard non-pension retiree benefits (including those provided under the PWA), such as basic
 25 ree life insurance, retiree healthcare coverage, applicable retiree travel privileges and continuation of
 26 optional insurance programs, if applicable. **See the applicable "General Information" document** that may be
 27 found on the 2014 55-Point Voluntary Retirement Program portal on DeltaNet for more details on standard
 28 non-pension retiree benefits. These standard non-pension retiree benefits are **not** enhanced as part of the
 29 **55-Point Voluntary Program**; however a pilot who is eligible for the expanded eligibility for non-pension retiree
 30 benefits (including those provided under the PWA) as described in the section of this Program document called
 31 **"Expanded Retirement Eligibility"** will be eligible for those benefits based on his actual or deemed age as of
 32 August 31, 2015 and his actual or deemed years of service as of August 31, 2015, whether or not he retires
 33 prior to August 31, 2015. The terms of and access to these non-pension retiree benefits apply equally to
 34 Program participants and other similarly situated retirees. The Program participant will not be eligible for
 35 duplicate benefits if the retiree benefits and the benefits of this Program are the same. More information on
 36 some of these standard non-pension retiree benefits is contained later in the document.
 37
 38

<p>EXPANDED ELIGIBILITY FOR RETIREE NON-PENSION BENEFITS (INCLUDING THOSE PROVIDED UNDER THE PWA)</p>	<ul style="list-style-type: none"> - The Program includes an opportunity for pilots who have at least ten (10) actual or deemed years of service as of August 31, 2015, but are not currently eligible to retire from the Company based on requirements in the PWA to leave the Company with the Program benefits and non-pension* retiree benefits (including those provided under the PWA), if their actual or deemed completed years of age as of August 31, 2015 and actual or deemed completed years of service as of August 31, 2015 add up to 55 or higher. *When pension benefits may be paid is governed by the pension plan terms. These benefits are not enhanced under the Program. See the applicable "General Information" document for more details.
<p>SEVERANCE PAY (See Attachment A and definitions below)</p>	<ul style="list-style-type: none"> - The number of weeks of severance pay is based on the pilot's completed actual or deemed years of service as of August 31, 2015 and calculated weekly pay (the greater of 75 hours at the pilot's hourly rate of pay on September 5, 2014 or the pilot's average monthly flight pay received between August 1, 2013 and July 31, 2014 (shown on pilot's end of month payroll check as FLT ADV and midmonth payroll check as FLT PAY), not to include pay for vacation, sick or accident leave (OJI), multiplied by 12 and then divided by 52 to get a calculated weekly pay. - Minimum twenty (20) weeks of severance pay. - Maximum thirty-nine (39) weeks of severance pay. - The amount of severance pay otherwise due will be reduced by any overpayment of wages; outstanding accounts receivables, other than for uniforms; or applicable levies, garnishments or child support orders.
<p>DELTA-PAID MEDICAL,</p>	<ul style="list-style-type: none"> - Premiums (medical and/or dental and/or vision) will be paid by Delta for three (3) months from the date of retirement for pilots and their eligible dependents who enroll in (a) COBRA (extended to

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DENTAL AND VISION COVERAGE	those who were enrolled in coverage immediately before retirement) OR (b) retiree healthcare coverage.
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Definitions for Severance Pay

- The calculated monthly pay for determining severance pay is the greater of 75-hours at the pilot's hourly rate of pay on September 5, 2014, or the pilot's average monthly flight pay received between August 1, 2013 and July 31, 2014 (shown on the pilot's end of month payroll check as FLT ADV and midmonth payroll check as FLT PAY), not to include pay for vacation, sick or accident leave (OJI). (Only months in which the pilot was active for at least 16 days in a month and received flight pay during that month will be included in this calculation.) The calculated monthly pay is then converted to a calculated weekly amount by multiplying by 12 and dividing by 52.
- Years of service (YOS) will be used for determining severance pay and is measured as of August 31, 2015 (actual or deemed, in whole years only, and regardless of the Program participant's assigned retirement date). YOS means consecutive service as a pilot or airman for Hughes Airwest, North Central, Northeast, Northwest, Pan Am, Republic, Southern, or Western (a "predecessor carrier"), including all time spent on the seniority list as a pilot or an airman of a predecessor carrier, whether active or inactive (including, for example, any time spent on furlough or furlough bypass), as well as, all time employed by the Company or a predecessor carrier in a capacity other than as a pilot, whether active or inactive, measured from the most recent date of employment.

DESCRIPTION OF SPECIFIC BENEFITS

The information contained in the following paragraphs describes the benefits provided due to participation in the Program (severance pay and Delta-paid medical, dental or vision coverage for three (3) months from the date of retirement, if applicable). It also describes the standard non-pension retiree benefits that a Delta pilot retiree is currently eligible to participate in (medical, dental and vision coverage through COBRA or access to retiree healthcare coverage, basic life insurance, and retiree pass travel). These standard non-pension retiree benefits are not enhanced as part of the **55-Point Voluntary Program**, except that, other than as described in this document, if a pilot had not reached age 50 by his retirement date under the Program, he will be eligible as if he had been over age 50 at the time of his retirement. The terms of and access to these non-pension benefits apply equally to Program participants and other similarly situated pilot retirees.

EXPANDED RETIREMENT ELIGIBILITY

- The Program includes an opportunity for pilots who have at least ten (10) years of actual or deemed completed consecutive years of service as of August 31, 2015, but are not currently eligible to retire from the Company based on the standard requirements of the PWA (i.e., age 50) to retire with the Program benefits, if their completed years of age as of August 31, 2015, and actual or deemed completed consecutive years of service as of August 31, 2015, add up to the sum of 55 or higher. Once the Program election period closes at 2359E on October 30, 2014, **Delta's standard retirement eligibility provisions will again apply.**
- Program participants described above are eligible for retiree medical/dental/vision coverage, retiree basic and optional life insurance and retiree travel privileges (other than survivor travel following the **Program participant's death**) and any other non-pension retiree benefits provided under the PWA. The terms of and access to these non-pension benefits apply equally to those Program participants with expanded retirement eligibility and other pilot retirees. Completed consecutive years of service for purposes of the 55-point requirement means actual or deemed completed consecutive years of service measured from the most recent date of employment to August 31, 2015. This includes service as a pilot or airman for Hughes Airwest, North Central, Northeast, Northwest, Pan Am, Republic, Southern, or Western (a "predecessor carrier"), including all time spent on the seniority list as a pilot or an airman of a predecessor carrier, whether active or inactive (including, for example, any time spent on furlough or furlough bypass), as well as, all time employed by the Company or a predecessor carrier in a capacity other than as a pilot, whether active or inactive, measured from the most recent date of employment. No credit is given for partial years of service or service prior to the most recent date of employment.

1 **SEVERANCE PAY**

- 2 ■ The *55-Point Voluntary Program* provides severance pay in the amount described in Attachment A.
- 3 ■ **The severance payment will be equal to the pilot's calculated weekly pay (as defined below),**
- 4 multiplied by the applicable number of weeks based on his or her actual or deemed whole years of
- 5 service (YOS) as of August 31, 2015 (regardless of assigned retirement date) as follows:
- 6 ○ **Calculated weekly pay is the pilot's calculated monthly pay multiplied by 12 and then**
- 7 divided by 52. Calculated monthly pay is the greater of:
- 8 ■ **75 hours at the pilot's hourly rate of pay on September 5, 2014, or**
- 9 ■ **The pilot's average monthly flight pay received between August 1, 2013 and July**
- 10 **31, 2014 (shown on end of month payroll check as FLT ADV and midmonth payroll**
- 11 **check as FLT PAY), not to include pay for vacation, sick or accident leave (OJI).**
- 12 • In most cases, average monthly flight pay is determined by taking the
- 13 sum of the flight pay received for the 12-month period between August 1,
- 14 2013 and July 31, 2014 and dividing it by 12.
- 15 • However, if during the 12-month period between August 1, 2013 and July
- 16 31, 2014 the pilot had months in which he or she was on active status less
- 17 than 16 days, those months and the flight pay in those months are
- 18 dropped from the calculation, and the average monthly flight pay is
- 19 determined by taking the sum of the flight pay received during the months
- 20 in that period that are not dropped and dividing it by the number of
- 21 months in that period that are not dropped. (Only months in which the
- 22 pilot was on active status for at least 16 days are included in the
- 23 calculation.)
- 24 ■ Years of service (YOS) will be used for determining severance pay and is measured as of August
- 25 31, 2015 (**actual or deemed, in whole years only, and regardless of the Program participant's**
- 26 assigned retirement date). YOS means consecutive service as a pilot or airman for Hughes
- 27 Airwest, North Central, Northeast, Northwest, Pan Am, Republic, Southern, or Western (a
- 28 "**predecessor carrier**"), including all time spent on the seniority list as a pilot or an airman of a
- 29 predecessor carrier, whether active or inactive (including, for example, any time spent on furlough
- 30 or furlough bypass), as well as, all time employed by the Company or a predecessor carrier in a
- 31 capacity other than as a pilot, whether active or inactive, measured from the most recent date of
- 32 employment.
- 33 ■ The amount of severance pay otherwise due a Program participant will be reduced by any salary
- 34 overpayments; outstanding accounts receivables, other than for uniforms; and applicable
- 35 garnishments, levies and child support orders may apply.
- 36 ■ **Severance pay will be paid as a one-time lump sum payment approximately 45 days**
- 37 **following the Program participant's retirement date. This payment may be withheld**
- 38 **beyond this period, along with potential suspension of travel privileges, until the**
- 39 **Program participant returns Company property in his or her possession (e.g. all forms of**
- 40 **Company property, Company identification, access cards, airport access badges, keys,**
- 41 **credit cards, parking permits, computer equipment, tablets, cell phones, BlackBerry).**
- 42 ■ The one-time lump sum payment will be paid in the same manner (direct deposit or "live"
- 43 negotiable check) as the participant was paid when actively employed. Retirees will retain online
- 44 check viewing capability via My Self-Service on DeltaNet.
- 45 ■ Severance pay is considered to be supplemental wages. Accordingly, all applicable federal, state
- 46 and local taxes will be withheld from the severance pay at the supplemental withholding rates.
- 47 The Federal tax withheld will be a flat rate (25% for severance payments issued in 2014 could
- 48 change for 2015). State and local supplemental tax rates (if applicable) may vary from location to
- 49 location. Additionally, FICA and Medicare taxes will be withheld at the applicable FICA and
- 50 Medicare tax rate. Other deductions, such as 401(k) plan employee contributions, voluntary
- 51 insurance deductions, and Flexible Spending Account or Health Savings Account deductions **will**
- 52 **not** be withheld from severance payments.
- 53 ■ Severance payments will not offset temporary or long-term disability benefits payable under the
- 54 Delta Pilots Disability and Survivorship Plan and will not be considered as earnings under the Delta
- 55 Pilots Savings Plan, the Delta Pilots Disability and Survivorship Plan **or any of Delta's other pilot**
- 56 benefit plans.
- 57 ■ Severance payment checks that are not direct deposited will be mailed to the mailing address of
- 58 the participant that is on file with the Delta Employee Service Center at the time the check is

1 issued. Participants are encouraged to immediately update their mailing address if it changes
2 upon or after retirement.

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4 **MEDICAL, DENTAL, AND VISION BENEFITS**

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6 **MEDICAL, DENTAL, VISION BENEFITS FOLLOWING RETIREMENT**

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8 ***Delta-paid Premiums for three (3) months from the date of retirement***

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- Under the *55-Point Voluntary Program*, for the three (3) month period following the date of retirement, premiums for medical and/or dental and/or vision coverage will be paid by Delta for the Program participant and eligible family members **who are enrolled in these coverages either through COBRA or retiree healthcare coverage. See below for more details.**
 - Following retirement, an employee retiring under the *55-Point Voluntary Program* will be offered the same retiree healthcare coverage enrollment options offered to similarly situated retirees. There is no Company subsidy for retiree healthcare under the Account-Based Healthcare Plan.
 - Delta does not offer retiree healthcare coverage to retirees or dependents age 65 or over under the Delta Account-Based Healthcare Plan or the Delta Pilots Medical Plan; therefore a dependent age 65 or over will only receive a COBRA election if the pilot is enrolled in the plan at the time of retirement (see bullet below).
 - Under the provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), a pilot who separates from Delta and who meets the eligibility requirements under COBRA, generally must be given the opportunity to continue healthcare coverage (medical, dental and vision, as applicable) at his or her own expense for a period of 18 months by timely electing the coverage and paying the applicable COBRA premium. In addition, the pilot's eligible family members who are enrolled in the pilot's healthcare coverage on the day prior to the pilot's retirement will be offered a COBRA election. This COBRA election is a separate election from the retiree healthcare election given after retirement and discussed above.
 - The retirement by a pilot who elects to participate in the Program will initiate the 18-month COBRA eligibility period for medical, and/or dental and/or vision coverage (if enrolled in these coverages as an active pilot). If the retiree or any of his or her eligible family members was not enrolled in Delta coverage prior to his or her date of retirement, the retiree (or eligible family member) will not be eligible to elect COBRA continuation coverage upon retirement but, as described above, will receive an enrollment opportunity for retiree healthcare coverage if under age 65.
 - A pilot's same-sex domestic partner and children of a same-sex domestic partner will also be eligible for the three (3) month period **from pilot's date of retirement** for Delta-paid medical and/or dental and/or vision coverage if enrolled in COBRA or retiree healthcare coverage (if under age 65). However, as is the case with such coverage while active, the Company will be required to report any such coverage elected as a taxable benefit to the retiree. The Company will issue an appropriate tax form reflecting that at the appropriate time.
 - In order to qualify for COBRA coverage and receive the three (3) month period of Delta-paid premiums, the retiree and his or her eligible family members must:
 - be enrolled in medical and/or dental and/or vision coverage under the Delta Account-Based Healthcare Plan or Delta Pilots Medical Plan immediately prior to the date of retirement;
 - must complete and submit enrollment – through Xerox HR Solutions by the Election Rights Expiration Date (a 60-day period) shown in the "COBRA Continuation Coverage Election Notice Package" that will be provided by Xerox HR Solutions following the retirement date. See the next section for more details on the COBRA election process.
 - In order to receive the Delta-paid coverage applicable to retiree healthcare coverage for the three (3) month period **from the pilot's date of retirement**, a retiree under age 65 must timely make his or her election of retiree healthcare coverage by calling the Employee Service Center and making his or her election with a Customer Service Representative (initial retiree healthcare elections must be made by telephone) within the time indicated in that election package.
 - A Program participant, who is offered a COBRA election and/or a retiree healthcare election but does not timely elect that coverage, will not receive the Delta-paid coverage for the three (3) month period following the pilot's retirement.

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- 1 ▪ If the retiree does not timely make a COBRA election or waives that coverage, COBRA rights are
2 forever forfeited. If retiree healthcare coverage is waived for the calendar year in which a pilot
3 retires, the retired pilot maintains the opportunity to reenroll in retiree healthcare coverage with
4 no pre-existing condition limitations on the same basis as other similarly-situated pre-age 65
5 retirees.
- 6 ▪ If during the 18-month COBRA continuation **period, the participant or a participant's covered**
7 family member ceases to meet the eligibility criteria for COBRA coverage or the eligibility
8 requirements under the applicable Delta healthcare plan, all coverage will cease immediately
9 (including coverage obtained through Delta-paid premiums, if applicable) for the retired pilot or
10 covered family member. The period during which Delta pays premiums is the three (3) month
11 **period following the pilot's retirement** and contingent upon a retired pilot and his or her
12 dependents meeting all of the requirements for coverage both initially and throughout the period.
- 13 ▪ If a participant in the Program dies during the period of 100% Delta-paid medical, dental and, if
14 applicable, vision coverage, then 100% Delta-paid medical, dental and, if applicable, vision
15 coverage will be provided to his or her eligible survivors who are enrolled in such coverage until
16 **the end of the three (3) month period following the pilot's retirement.** This applies to either
17 COBRA or retiree healthcare coverage.
- 18 ▪ There will be a temporary period following separation that healthcare coverage will not be active.
19 **However, once the Program participant's enrollment in COBRA or retiree healthcare coverage, if**
20 **applicable, is processed, coverage will be retroactive to the Program participant's retirement date.**

21 22 **COBRA Election Procedures**

- 23 ▪ The Program participant who was enrolled in Delta coverage prior to his or her date of retirement
24 will be sent a **"COBRA Continuation Coverage Election Notice Package"** from Xerox HR Solutions
25 approximately 14-21 business days following retirement. It will offer and show the cost of eligible
26 COBRA options (medical, dental and vision, if applicable). The COBRA continuation coverage
27 election must be completed and submitted to Xerox HR Solutions within the 60-day COBRA
28 election period in order to continue COBRA coverage after retiring from Delta. A COBRA election
29 may be submitted online, by calling Xerox HR Solutions at 1-800-693-3582 or by U.S. Mail. Xerox
30 HR Solutions may be contacted Monday through Friday, 8:00 a.m. – 5:00 p.m. Eastern Time.
- 31 ▪ If a Program participant fails to follow these requirements to acquire COBRA coverage, including
32 returning the election form or electing COBRA coverage online within the 60-day election period,
33 the participant will not be eligible for continued medical and/or dental and/or vision coverage
34 under COBRA.

35
36 **Note:** COBRA premium information will be included in the **"COBRA Continuation Coverage Election**
37 **Notice Package"**. COBRA premiums are subject to change. Any COBRA premium changes for
38 subsequent calendar years will be communicated by XEROX HR Solutions to COBRA participants
39 prior to that time.

- 40
41 ▪ A newly eligible family member may be added to COBRA coverage only if reported to Xerox HR
42 Solutions (1-800-693-3582) within 60 days of the event (marriage, divorce, birth or adoption of a
43 child, etc.). (For more details, see the ***Family Status Changes/Mailing and/or Benefit Address***
44 ***Change*** section in the applicable **"General Information"** document that may be found on the 2014
45 55-Point Voluntary Retirement Program portal on DeltaNet.
- 46 ▪ It is the responsibility of the COBRA participant to notify Xerox HR Solutions in writing within 60
47 days of an event that would result in either the participant or dependent losing COBRA coverage
48 eligibility. Failure to provide appropriate notification to Xerox HR Solutions within 60 days of the
49 event may terminate additional COBRA rights. (For more details, see the ***Family Status***
50 ***Changes/Mailing and/or Benefit Address Change*** section in the applicable **"General Information"**
51 document that may be found on the 2014 Voluntary Program site on DeltaNet.)
- 52 ▪ If Program participants have questions regarding COBRA and their eligibility to continue medical,
53 and/or dental and/or vision coverage, please contact Xerox HR Solutions at
54 1-800-693-3582, Monday through Friday, 8:00 a.m.-5:00 p.m. Eastern time.

55 56 **End of the Delta-Paid Premium Period after three (3) month period following** 57 **pilot's retirement** 58

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- 1 ▪ At the end of the period during which Delta pays COBRA premiums (as described above), a
2 Program participant who timely elected COBRA coverage at the time of retirement may continue
3 COBRA coverage at his or her own expense for the remainder of the eighteen (18) month COBRA
4 coverage period, provided he or she pays all required premiums in a timely manner, continues to
5 **meet the Plan's eligibility requirements, and does not thereafter dis-enroll** from such coverage.
6 The Delta-paid COBRA premium **for the three (3) month period following a pilot's retirement** is
7 inclusive of the total eighteen (18) month COBRA coverage period. Therefore, the remaining
8 period in which the pilot may continue COBRA coverage after the Delta-paid period has ended is
9 15 months. At the end of the 18 month COBRA period, the retiree and his or her eligible
10 dependents (if under age 65) may opt into Delta retiree healthcare coverage by contacting the
11 Delta Employee Service Center within 60 days of the expiration of COBRA coverage.
12 ▪ If the retiree or his or her eligible family members continue COBRA coverage beyond the initial
13 Delta-paid premium period (**after the three (3) month period following the pilot's retirement**), all
14 COBRA premiums, including any increases in such premiums, will be the responsibility of the
15 Program participant.
16 ▪ If the retiree or his or her eligible family members do not want to continue COBRA medical and/or
17 dental and/or vision coverage following the Delta-paid period the Program participant is required
18 to notify Xerox HR Solutions of this decision in order to stop monthly invoices from being sent out
19 for premium payments due and avoid ineligible claims from being paid.
20 ▪ If the retiree or his or her eligible family members are dis-enrolled from medical and/or dental
21 and/or vision coverage (if applicable) by not paying premiums on a timely basis, or by not
22 enrolling in coverage during an enrollment period, **that individual's** right to continue COBRA
23 coverage will end and cannot be reinstated.
24 ▪ **Once the retiree or his or her eligible family members opt out of COBRA coverage, that**
25 **individual cannot re-enroll in such coverage at another time.**
26 ▪ If retiree healthcare is elected by the retiree instead of COBRA, at the end of the Delta-paid
27 coverage period (**after the three (3) month period following the pilot's retirement**) a retiree will
28 have the applicable monthly retiree healthcare premium either automatically deducted from his or
29 her monthly pension check, will be invoiced directly by the Employee Service Center or may
30 arrange for direct debit to submit payment for monthly premiums. If COBRA is elected, it is the
31 retired pilot's **responsibility to submit monthly premium payments in a timely manner to Xerox HR**
32 **Solutions.**
33 ▪ Should a retiree elect COBRA or retiree healthcare coverage but not want to continue coverage
34 with Delta after the Delta-paid period (**after the three (3) month period following the pilot's**
35 **retirement**) concludes, he or she **must** inform the Employee Service Center (regarding retiree
36 healthcare coverage) or Xerox HR Solutions (regarding COBRA coverage) of that desire. In that
37 case, a participant who elected COBRA will have that coverage dropped and COBRA coverage can
38 never be reinstated. **IMPORTANT NOTE:** If the retiree elected retiree healthcare coverage and
39 wishes to drop that coverage other than during annual enrollment, Delta **must** be provided with
40 proof that the pilot has coverage under another health plan. If the retiree stops payment of
41 premiums without requesting that coverage be dropped and providing Delta proof that the retiree
42 has coverage under another health plan, the retired pilot loses any future opportunity to opt in to
43 Delta retiree healthcare coverage.
44 ▪ Proof of coverage (including name, employee number, name of new health care plan, the effective
45 date of new coverage and a statement indicating the desire to drop Delta coverage) should be
46 sent to the Delta Employee Service Center, P.O. Box 52045, Phoenix, AZ 85072, or faxed to the
47 Employee Service Center at 1-602-797-6261.

Newly Eligible Dependents

- 53 ▪ Newly eligible dependents may be added to COBRA coverage only if reported to Xerox HR
54 Solutions within sixty (60) days following the event that makes the family member eligible (i.e.
55 birth of a child, marriage, etc.)
- 56 ▪ Newly eligible dependents may also be added to retiree healthcare coverage if reported to the
57 **Employee Service Center or online through "Benefits Direct" on DeltaNet within 60 days of the**
58 **event.** (For more details, see the *Family Status Changes/Mailing and/or Benefit Address Change*

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1 section in the applicable "General Information" document that may be found on the 2014 55-Point
2 Voluntary Retirement Program site on DeltaNet.)

- 3 ■ If a newly eligible dependent is added to the applicable coverage(s) during the Delta-paid
4 premium period (**the three (3) month period following the pilot's retirement**) Delta will pay the
5 applicable COBRA premium or retiree healthcare premium for the additional dependent for the
6 remainder of the Company paid coverage period.
- 7 ■ However, the retired pilot must pay the applicable monthly COBRA premiums or retiree healthcare
8 premiums for himself or herself and all covered dependents after the three (3) month period
9 **following the pilot's retirement** when the Delta paid premiums cease. Also, any increase in
10 premiums for medical and/or dental and/or vision coverage during the Delta-paid premium period
11 that occurs due to a change in coverage levels or the addition of eligible family members during
12 an open enrollment period **will be at Delta's expense only** through the three (3) month period
13 **following the pilot's retirement**. Thereafter, increases are the retired pilot's responsibility.
- 14 ■ As noted above, it is the responsibility of the retired pilot to notify Xerox HR Solutions (if
15 applicable) by the appropriate process within 60 days of an event that would result in either the
16 retired pilot or covered family member losing eligibility. If a pilot acquires an eligible dependent
17 following retirement, failure to provide notification through the appropriate process within sixty
18 (60) days of the event will result in the ineligibility of that new dependent to be added to medical
19 and/or dental and/or vision coverage for the current calendar year. For more information about
20 how to report a family status change or loss of eligibility of a dependent, see the **Family Status**
21 **Changes/Mailing and/or Benefit Address Change** section of the applicable "General Information"
22 document that may be found on the 2014 55-Point Voluntary Retirement Program site on
23 DeltaNet.
24

25 **COBRA for Healthcare Flexible Spending Account (FSA)**

- 26 ■ If a pilot is enrolled in the Healthcare Flexible Spending Account (FSA) as of the date immediately
27 preceding the pilot's retirement date, the retiring pilot may continue participation in his or her
28 Healthcare Flexible Spending Account (FSA) under COBRA through the end of the calendar year in
29 which the retirement date occurs.
- 30 ■ A COBRA election form allowing continuation of this account through the end of the calendar year
31 in which the retirement occurs will be provided to the participant following retirement. The
32 Healthcare FSA may be continued by timely electing COBRA continuation coverage and making the
33 applicable monthly FSA contribution to Xerox HR Solutions.
- 34 ■ FSA contributions will **not** be paid by Delta following retirement and contributions following the
35 pilot's retirement date may only be made on an after tax basis. The COBRA enrollment
36 information the participant receives from Xerox HR Solutions (provided the pilot was participating
37 in the FSA at the time of retirement) will explain the details.
- 38 ■ If the participant elects not to continue the Healthcare FSA through COBRA, the participant may
39 submit claims to the United Healthcare FSA unit by March 31 of the following year but only for
40 expenses incurred while on active pay status.
- 41 ■ Any remaining deposits in the participant's FSA **after the end of the calendar year will be forfeited**
42 and any unused balance of the FSA will **not** be refunded to the participant.
43

44 **Health Savings Account (HSA)**

- 45 ■ If a Program participant is in the Health Savings Account (HSA) Medical Option and also has
46 payroll deductions made to a Health Savings Account (HSA) at OptumHealth Banksm these
47 **deductions will cease with the participant's last regular paycheck. If the participant continues the**
48 **HSA Medical Option under COBRA or is covered under another high deductible health plan, and is**
49 **eligible to contribute to a HSA after his or her retirement date, he or she should contact**
50 **OptumHealth Banksm directly at 1-800-791-9361.**
- 51 ■ The HSA is an **individual account that belongs to the participant and is not part of Delta's medical**
52 **plan.** It is portable, which means that the HSA stays with the participant after retirement from
53 Delta.
- 54 ■ The participant may be eligible to continue to make contributions to his or her HSA account after
55 separation from Delta by electing to continue coverage in a HSA Medical Option through COBRA or
56 retiree healthcare coverage. Or a participant may also be eligible to continue HSA contributions IF
57 covered under another qualified high deductible plan. For additional information on their HSA
58 account, participants who were contributing to the account through payroll deductions can contact
59 OptumHealth Banksm customer service representatives at 1-800-791-9361.

1
2 **Dependent Care Flexible Spending Account (FSA)**

- 3 ▪ Participation in the Dependent Care FSA will cease upon retirement from Delta. Whatever
4 contributions have occurred as of the date of retirement can be used for appropriate claims
5 incurred up to the date of the employee's retirement.
6

7 **RETIREE LIFE INSURANCE AND PRIVATE INSURANCE**

- 8 ▪ Pilots retiring under the *55-Point Voluntary Program* are eligible for basic life insurance coverage
9 in accordance with the terms of the Delta Pilots Disability and Survivorship Plan regarding retirees.
10 If a pilot had not reached age 50 by his retirement date under the Program, he will be eligible as if
11 he had been over age 50 at the time of his retirement and the reductions under the PWA will apply
12 beginning on his retirement date.
13 ▪ Retirees are reminded to keep their beneficiary information updated with Metropolitan Life
14 Insurance Company (MetLife).
15 ▪ More information is available in the applicable "General Information" document that may be found
16 on the 2014 55-Point Voluntary Retirement Program site on DeltaNet.
17 ▪ A pilot retiring under the 55-Point Voluntary Program is eligible to continue optional life insurance
18 under the PWA regardless of his actual age on his retirement date.
19 ▪ A pilot retiring under the 55-Point Voluntary program is eligible to continue accident insurance for
20 private and military flying under the PWA after his retirement date under the Program regardless
21 of his actual age on his retirement date.
22
23

24 **RETIREE TRAVEL PRIVILEGES**

- 25 ▪ The *55-Point Voluntary Program* provides standard retiree travel privileges to Program participants.
26 The retiree travel privileges are not enhanced by the Program, other than with respect to a pilot
27 who is eligible for the expanded eligibility for these retiree travel privileges, as described in the
28 **section of this Program document called "Expanded Retirement Eligibility"**. All travel is subject to
29 policies in effect at the time of travel as updated from time to time.
30 ▪ Information regarding standard retiree travel privileges is located on DeltaNet. Mouse over
31 Employee Info, select Retiree Connection from the drop down menu and click on the Travel button
32 on the left navigation bar of the home page.
33

34 Below is a brief summary of the current standard retiree travel privileges.

- 35 ▪ Retiree, spouse, minor dependent children (if under age 19) and full-time student children (if
36 under age 24) and parents are eligible for unlimited space available S3B flight days system wide
37 and (S3CR on SkyWest and Express Jet) (subject to policies in effect at the time of travel)
38 without service charge. International fees and taxes will apply and the retiree will be billed by
39 Delta for such fees after the international trip concludes. Failure to pay such fees and taxes in a
40 timely manner may result in suspension or permanent revocation of travel privileges.
41 ▪ Travel Companions and non-dependent children are eligible for unlimited S3B space available
42 yield fare travel system wide and (S3CR for SkyWest and Express Jet).
43 ▪ **A retiree's same-sex or opposite sex domestic partner**, as well as dependent children (as
44 described above) of **a retiree's same-sex or opposite sex domestic partner** are eligible for
45 unlimited S3B space available travel system wide and (S3CR for SkyWest and Express Jet).
46 Retiree travel for a domestic partner and eligible dependent children of a domestic partner is
47 reported as imputed income. The fair market value (i.e. the base yield fare) is reported as
48 taxable income to the separated pilot.
49 ▪ An allotment of Buddy Pass electronic authorizations apply per pass anniversary year subject to
50 the terms and conditions of that program.
51 ▪ Emergency (S1A) flight days apply for all eligible pass riders (subject to qualifying conditions).
52 ▪ Delta *Fly Confirmed for Less* and *Fly Confirmed for Even Less* discount programs apply for
53 retiree, spouse, minor dependent children, full-time student children, parents, same-sex or
54 opposite sex domestic partners and children of such domestic partners.
55 ▪ Retirees are eligible for interline and/or reduced-rate travel privileges, where applicable.
56 ▪ Boarding priority within the S3B standby code is based on the **retiree's pass eligibility date at the**
57 **time of retirement**.
58 ▪ Program participants eligible for Employee Award Travel (including One Great Team, New Day,

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1 Sky Team/Summer Rewards) may use these passes after they exit the company as long as they
2 meet the following conditions and in accordance with the policies in effect at the time of travel:

- 3 o Travel is booked online *prior to the participant's last day worked. (Use TravelNet to search*
4 *availability and make reservations 24/7. From the TravelNet home page, mouse over*
5 *"Leisure Travel" and select "Employee Award Travel" from the drop-down menu. Only call*
6 *1-800 MY DELTA if prompted by TravelNet.)*
- 7 o All travel must be completed within 6 months of the participant's retirement date.

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- Currently, a government issued photo I.D. or two forms of non-photo identification, one of which must be issued by a federal, state or local government agency will be required for travel for all passengers 18 years of age or older.

Important Note: It is not necessary to present a Delta Retiree Identification Badge in order to utilize travel privileges. Delta active identification badges must be collected during the exit process in order to receive the benefits of this Program.

- Additional family members who become eligible following the pilot's retirement date may be added to the retiree's travel privileges *as long as Delta is properly notified of the family status change within sixty (60) days of the event.* (For more details, see the *Family Status Changes/Mailing and/or Benefit Address Change* section in the applicable "General Information" document that may be found on the 2014 55-Point Voluntary Retirement Program portal on DeltaNet.
- Travel companions may be changed once per year prior to the pass anniversary date.
- **Retiree travel eligibility will expire for all eligible pass riders at the same time the retiree's eligibility ends. This will be the earliest of the pilot's death, or at the time the retiree no longer meets the requirements for retiree travel privileges. However, upon the retiree's death, if the retiree was at least age 50 upon retirement and had 10 or more years of completed consecutive service from the most recent date of employment at the time he or she retired, then survivor travel privileges will be available to the surviving spouse/domestic partner for an unlimited number of years regardless of whether or not the spouse remarries or the domestic partner enters into another domestic partnership. For surviving dependent children, survivor travel privileges will generally be available until the child reaches age 19 (or age 24, if a full-time student). Nondependent children and parents are not eligible for survivor travel privileges. Travel privileges will be canceled for family members if their eligibility ceases at any time for any reason. There are no travel privileges after death for the family members of a retiree who retired before age 50, including those with 55-point eligibility.**
- Following the date of retirement, pilots eligible for retiree travel privileges and their eligible pass riders will **not** be eligible for any S2 (priority), S2B or S3 (pleasure) travel. Retirees are eligible for interline travel privileges where applicable.
- Participants eligible for travel privileges are required to maintain a current mailing address and telephone number on file with the Delta Employee Service Center. Pilots may contact the Delta Employee Service Center by calling 1-800-MY DELTA (1-800-693-3582).
- TravelNet access continues for Program participants via the Delta portal (dlnet.delta.com) using the Delta Passport logon access authentication process. Eligible participants should purchase, reissue or refund their tickets online via TravelNet.
- The annual activation fee applies to participants in the *55-Point Voluntary Program*. This annual **fee covers all members listed in the participant's Primary Pass Rider (PPR) account. This fee can be paid prior to the participant's pass eligibility date or anytime during the pass eligibility year but travel may not commence until the fee is paid each year. If the Program participant fails to pay the activation fee for the new pass eligibility year, any tickets issued in the current or prior year will not be valid for travel until the activation fee is paid. The annual activation fee (currently \$50) is subject to change at any time for all primary pass riders, including retirees.**

All applicable rules, procedures and charges will be applied in accordance with the applicable Delta travel policy in effect at the time travel occurs. It is the **Program participant's** responsibility to be knowledgeable of and adhere to all travel policies. In addition, participants must ensure that all family members, properly designated companions and buddy pass riders who utilize the **participant's** travel privileges strictly observe all travel policies. Failure of any passenger to follow these travel policies can result in suspension or forfeiture of travel privileges for all eligible pass riders, in addition to the revocation of privileges of the particular passenger.

1
2
3 **GOVERNING LAW**

- 4 ■ The Plan is governed by the Employee Retirement Income Security Act of 1974 ("ERISA").
5 ■ However, some of the underlying benefits of the Plan are not governed by ERISA. Matters
6 covered by ERISA include:
7 1) eligibility to participate in the Plan,
8 2) participation in the Plan,
9 3) the level of benefits to be provided under the Plan (specifically, the benefits
10 **provided under the Plan to participants as a result of an employee's**
11 participation in the Plan that are in addition to those benefits normally
12 **provided to employees under Delta's current benefit plans and policies absent**
13 participation in the Plan),
14 4) severance pay determinations,
15 5) administration and operation of the Plan,
16 6) claim determination and claim review of all of the preceding types of issues,
17 and
18 7) any similar types of questions that are governed by ERISA.
19 ■ Questions regarding non-revenue or yield fare travel by Plan participants and Delta's non-revenue
20 travel policy are not governed by ERISA.
21 ■ Other underlying benefits described in this Program are currently provided by separate Delta
22 benefit plans or policies. Some of these are governed by ERISA and questions relating to those
23 types of benefits will be governed by the terms of those separate policies or plans and not the
24 terms of the Plan. The terms of those plans and policies are not enhanced or changed by this
25 Program and this Program does not impact in any manner a Program Participant's access to or the
26 terms of those plans and policies.
27 ■ For example:
28 ○ If an employee believed that he or she was entitled to participate in this Plan,
29 but had been excluded from participation, that **participant's claim would be a**
30 **claim under the Plan. It would be governed by ERISA and the Plan's ERISA**
31 claims review process.
32 ○ If the participant believed that there had been an error in the calculation of
33 severance payment amounts, that claim would be governed by this Plan and
34 ERISA.
35 ○ If the participant submitted a medical claim that was denied by the Delta
36 Account-Based Healthcare Plan or if there arose a question about eligibility to
37 continue COBRA coverage in general, the participant should pursue those
38 types of claims under the terms of the Delta Account-Based Healthcare Plan's
39 appeal procedures.
40 ■ None of the travel privileges, nor eligibility for those privileges are governed by ERISA. All such
41 travel and eligibility therefore are governed by "Pass Travel on Delta Flights" (formerly HRPM
42 1014), **or its successor, as it may be amended from time to time. For example, if a participant's**
43 **conduct while traveling in a non-revenue or yield fare status results in the participant's forfeiture**
44 **of travel privileges under Delta's non-revenue travel policy, this event would be governed by the**
45 **Delta non-revenue travel policy and not by this Plan or ERISA.**
46 ■ Nothing in this Program document limits or supersedes the provisions of the underlying plans and
47 policies referred to in this document, including the Delta Account-Based Healthcare Plan and Delta
48 Pilots Disability and Survivorship Plan.
49 ■ Delta Air Lines, Inc. has the right to amend, modify or terminate the Plan, subject to LOA #14-05.
50 The ability to take such action is reserved to the Chief Executive Officer of the Company, or his or
51 her delegate. Any such amendment or termination will be made through a written instrument to
52 the Plan.

53
54 **PLAN ADMINISTRATION**

- 55 ■ The Plan Administrator is The Administrative Committee of Delta Air Lines, Inc. The Plan
56 Administrator may delegate its duties under the Plan.
57 ■ The Plan Administrator's address is Delta Air Lines, Inc., P.O. Box 20706, Atlanta, Georgia 30320-
58 6001.

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- 1 ▪ The Plan Administrator's telephone number is 404 715-2600.
- 2 ▪ Attachment B contains rules for filing a benefit claim and seeking an appeal of a denied benefit
- 3 claim.
- 4 ▪ Attachment B also contains some other important information about ERISA and the effect of the
- 5 **Plan's being subject to ERISA.**
- 6 ▪ The Plan Administrator, and any person to whom the Administrative Committee delegates any of
- 7 its authority regarding the Plan interpretation and the payment of and review of claims has the
- 8 exclusive discretionary authority to construe and to interpret the Plan, to decide all questions of
- 9 eligibility for benefits and to determine the amount of such benefits (including the authority to
- 10 make any factual determinations), and its decisions on such matters and determinations are final,
- 11 binding and conclusive and shall be given the broadest discretionary authority permitted under
- 12 law.
- 13 ▪ The Plan year is January 1 to December 31. The Plan is a welfare benefit plan.
- 14 ▪ Severance pay benefits from the Plan are paid from the general assets of Delta Air Lines, Inc.
- 15 ▪ The Plan Number is 545.
- 16 ▪ The employer / plan sponsor is Delta Air Lines, Inc., P.O. Box 20706, Atlanta, Georgia 30320-
- 17 **6001. The employer's telephone number is 404 715-2600. The plan is self-administered.**
- 18 ▪ **The employer's identification number is 58-0218548.**
- 19 ▪ The agent and address for service of legal process for the Plan is Secretary, Administrative
- 20 Committee of Delta Air Lines, Inc., Department 987, P.O. Box 20705, Atlanta, Georgia 30320-
- 21 6001.

22
23 This document serves as the summary plan description for the Plan.

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ATTACHMENT A

DELTA 55-POINT VOLUNTARY PROGRAM

Severance Pay Chart

Completed Years of Service (Actual or Deemed) as of 8/31/15	Number of Weeks of Severance Pay
Less than 20 Years	20 Weeks
20, but less than 25 Years	23 Weeks
25, but less than 30 Years	26 Weeks
30, but less than 35 Years	30 Weeks
35, but less than 40 Years	34 Weeks
40 Years or more	39 Weeks

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9

See Section of the Program Document entitled Severance Pay on pages 5-6 for details about how the severance payment is determined.

LETTER OF AGREEMENT

Between

DELTA AIR LINES, INC.

and the Air Line Pilots in the service of

DELTA AIR LINES, INC.

as represented by the

AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

EXCISE TAX ON EMPLOYER-SPONSORED HEALTH COVERAGE

This Letter of Agreement is made and entered into under the provisions of the Railway Labor Act, as amended, between Delta Air Lines, Inc. (the “Company”) and the Air Line Pilots Association, International (the “Association”).

WHEREAS the Company and the Association are parties to a collective bargaining agreement setting forth the rates of pay, rules and working conditions for the Company’s pilots (“Pilot Working Agreement” or “PWA”) effective xx, and

WHEREAS the Company and the Association desire to enter into an agreement to modify the benefits bargained for under the PWA as needed so as to avoid the excise tax on employer-sponsored health coverage under Internal Revenue Code Section 4980I (the “Excise Tax”), and

WHEREAS the Company agrees that any savings to the Company from avoiding the Excise Tax through changes made to the benefits bargained for under the PWA will directly benefit the pilot group pursuant to this Letter of Agreement.

NOW THEREFORE, it is mutually agreed:

**1.
Terms**

- A. The Company and the Association agree that if the excise tax on employer-sponsored health coverage under Internal Revenue Code Section 4980I (the “Excise Tax”) will apply in 2020 or beyond to benefits provided under the PWA, changes will be made to the impacted benefits so that the tax is avoided and the pilot group directly benefits from savings to the Company, if any, associated with those changes, based on the principles set forth in this Letter of Agreement.

- B. The parties also agree that the lack of regulation and governmental guidance with respect to the calculation and application of the Excise Tax make it difficult for either party to commit at this time to determine a method for calculating the amount of the tax, to propose a manner for the parties to agree on changes to the impacted benefits to the minimum extent necessary to avoid the tax, and to determine how to calculate and apply the resulting savings to the Company, if any, to the pilot group.
- C. As a result, the parties agree that within 90 days of the issuance of final regulations under Internal Revenue Code Section 4980I, the parties will enter into a letter of agreement that describes the following:
- 1) The annual process by which the Company will notify the Association if there is potential Excise Tax liability in the next following calendar year.
 - 2) If the notice described in clause 1) is given to the Association for a year, the joint process to determine:
 - (A) the potential changes needed to the benefits under the PWA to the minimum extent necessary to avoid the Excise Tax,
 - (B) the manner in which the savings to the Company due to those changes, if any, will be calculated, and
 - (C) the method for distributing the savings.
 - 3) The process to resolve any disagreements between the parties with respect to the preceding clause 2) (A) - (C).
- D. If final regulations under Internal Revenue Code Section 4980I have not been issued by July 1, 2019, the parties will meet and confer to reach agreement as to how to handle the issues presented in paragraph C. for calendar year 2020, including whether to continue to delay decisions due to the expected release date of the final regulations. If final regulations under Internal Revenue Code Section 4980I have not been issued by July 1 of any year after 2019, the parties will meet and confer to reach agreement as to how to handle the issues presented in paragraph C. for the next following calendar year, including whether to continue to delay decisions due to the expected release date of the final regulations.
- E. Once the final regulations are issued, even if after January 1, 2020, the parties will enter into the letter of agreement described in paragraph C. that will apply to each calendar year thereafter for which the Excise Tax is expected to apply absent any changes.
- F. The Association and the Company may mutually agree to modify any of the deadlines set forth in this Letter of Agreement.

2. Actuarial Support

The Association may be supported by an actuary(ies) of its choosing in performing any of its responsibilities under this Letter of Agreement. The Company shall pay the reasonable fees and expenses of the Association's actuary(ies), up to \$30,000 with respect to each calendar year as to which changes to benefits provided under the PWA may be needed to avoid the Excise Tax.

3.
Duration

This Letter of Agreement will become effective on **DOS** and will remain in effect concurrent with the PWA.

IN WITNESS WHEREOF, the parties have signed this Letter of Agreement this __ day of _____, 2016.

1 LETTER OF AGREEMENT

2
3 Between

4
5 DELTA AIR LINES, INC.

6
7 and the Air Line Pilots in the service of

8
9 DELTA AIR LINES, INC.

10
11 as represented by the

12
13 AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

14
15
16 **RETROACTIVE IMPLEMENTATION OF 2016 HOURLY PAY RATES**

17
18 This Letter of Agreement is made and entered into under the provisions of the Railway Labor
19 Act, as amended, between Delta Air Lines, Inc. (the “Company”) and the Air Line Pilots
20 Association, International (the “Association”).

21
22 WHEREAS the Company and the Association are parties to a collective bargaining agreement
23 setting forth the rates of pay, rules and working conditions for the Company’s pilots (“Pilot
24 Working Agreement” or “PWA”) effective [DOS], and

25
26 WHEREAS the parties have agreed to an increase of 18 percent in hourly pay rates, effective
27 January 1, 2016, and

28
29 WHEREAS the parties wish to establish the means by which this retroactive increase in hourly
30 pay rates will be implemented.

31
32 NOW THEREFORE, it is mutually agreed:

33
34
35 **1.**
36 **Terms**

37
38 A. “Retro pay” as used herein means the payment to an eligible pilot to account for the 18
39 percent increase in the composite hourly pay rates established in *Section 3 B. 2. a.* of the
40 Pilot Working Agreement effective January 1, 2016.

41
42 B. Any pilot who was on the Delta Air Lines Pilots’ system seniority list at any time in calendar
43 year 2016 is eligible to receive retro pay (“eligible pilot”) subject to the implementation
44 terms contained herein.

- 1 C. Any and all payments made by the Company on behalf of an eligible pilot for any active
2 service (including, but not limited to, flight time, vacation, SLI event, training, sick,
3 premium, etc.) during calendar year 2016, will be recomputed using the adjusted composite
4 hourly pay rates under **Section 3 B. 2. a.** of the PWA (i.e., as if those hourly pay rates were in
5 effect on January 1, 2016). An eligible pilot who has separated his employment from Delta
6 at any time during calendar year 2016, regardless of reason, will receive retro pay for any
7 period of active service in calendar year 2016.
8
- 9 D. For the period of time that an eligible pilot is on a military leave of absence during calendar
10 year 2016, any retirement (DPSP) contributions for which he is eligible under the terms of
11 the DPSP will be computed (or recomputed) using the adjusted composite hourly pay rates
12 under **Section 3 B. 2. a.** of the PWA (i.e., as if those hourly pay rates were in effect on
13 January 1, 2016).
14
- 15 E. For purposes of disability benefits paid from the Delta Pilots Disability and Survivorship
16 Plan (D&S Plan) to an eligible pilot who becomes disabled and receives benefits in calendar
17 year 2016, Final Average Earnings (FAE) will be computed (or recomputed) using the
18 adjusted composite hourly pay rates under **Section 3 B. 2. a.** of the PWA (i.e., as if those
19 hourly pay rates were in effect on January 1, 2016).
20
- 21 F. Retro pay to an eligible pilot under this LOA will be considered as “earnings” under the
22 Delta Pilots Savings Plan (DPSP) and any other qualified or non-qualified retirement benefit
23 plans sponsored by Delta in which the eligible pilot participates or is eligible to participate to
24 the extent consistent with the terms of such plan and applicable law. There will not be a
25 special election for the amount of DPSP employee contributions to be taken from retro pay.
26
- 27 G. Retro pay to an eligible pilot under this LOA will not apply to HSA or FSA contributions.
28
- 29 H. Retro pay to an eligible pilot under this LOA will be considered “annual compensation” for
30 purposes of the Delta Air Lines Inc. Profit Sharing Plan under **Section 3 A. 1.** and **Section 3**
31 **I.** of the PWA.
32
- 33 I. For an eligible pilot who has deceased during calendar year 2016, any term life insurance
34 proceeds to such pilot’s beneficiary(ies) at the time of the pilot’s death will be recomputed
35 using the adjusted composite hourly pay rates under **Section 3 B. 2. a.** of the PWA (i.e., as if
36 those hourly pay rates were in effect on January 1, 2016).
37
- 38 J. If an eligible pilot is deceased, any retro pay will be paid to the eligible pilot’s estate.
39
40

41 2.

42 Payment

- 43
44 A. Retro pay will be made in a single payment as soon as practicable following DOS but no
45 later than December 31, 2016, provided DOS is on or before December 9, 2016. Applicable

1 federal, state, and local taxes as well as Association and DPMA dues will be withheld from
2 the single payment at the supplemental withholding rates.

3
4 B. Company contributions to a pilot's DPSP account made under this LOA will occur pursuant
5 to the applicable terms of **Section 26** of the PWA and the DPSP.

6
7 C. All other payments hereunder will be made in accordance with plan provisions and within a
8 reasonable period of time after [DOS].

9
10 D. The parties agree to meet and confer regarding any matters that arise regarding the payments
11 or benefits to be paid pursuant to the terms of this LOA.

12
13
14 **3.**
15 **Duration**

16
17 This Letter of Agreement will become effective on [DOS] and will remain in effect concurrent
18 with the PWA.

19
20 IN WITNESS WHEREOF, the parties have signed this Letter of Agreement this __ day of
21 _____, 2016.

1 LETTER OF AGREEMENT

2
3 Between

4
5 DELTA AIR LINES, INC.

6
7 and the Air Line Pilots in the service of

8
9 DELTA AIR LINES, INC.

10
11 as represented by the

12
13 AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

14
15
16 **FUTURE REROUTE NEGOTIATIONS**

17
18 This Letter of Agreement is made and entered into under the provisions of the Railway Labor
19 Act, as amended, between Delta Air Lines, Inc. (the “Company”) and the Air Line Pilots
20 Association, International (the “Association”).

21
22 WHEREAS the Company and the Association are parties to a collective bargaining agreement
23 setting forth the rates of pay, rules and working conditions for the Company’s pilots (“Pilot
24 Working Agreement” or “PWA”) effective [DOS], and

25
26 WHEREAS both parties presented and exchanged proposals regarding the reroute provisions of
27 **Section 23 L.** during negotiations in 2016 for a new Pilot Working Agreement, and

28
29 WHEREAS the parties agreed to continue negotiations following ratification of a new Pilot
30 Working Agreement to determine whether a substitute provision(s) for **Section 23 L. 4. Note**
31 could be identified and agreed upon, and

32
33 WHEREAS the parties agreed that, in the event a substitute provision(s) for **Section 23 L. 4.**
34 **Note**, is agreed upon that the changes agreed upon in the 2016 negotiations to **Section 23 L. 8. –**
35 **10.** would revert to the provisions in effect on the day prior to [DOS], unless other changes are
36 agreed upon in those negotiations that supersede or modify the provisions in **Section 23 L. 8 –**
37 **10.**

38
39 NOW THEREFORE, it is mutually agreed:

- 40
41
42 A. Following ratification of a new Pilot Working Agreement, the parties agree to continue
43 negotiations to determine whether a substitute provision(s) for **Section 23 L. 4. Note** can be
44 identified and agreed upon.
45

1 B. In the event a substitute provision(s) for **Section 23 L. 4. Note**, is identified and agreed upon,
2 the changes agreed upon in the 2016 negotiations to **Section 23 L. 8. – 10.** will revert to the
3 provisions in effect on the day prior to [DOS], unless other changes are agreed upon that
4 supersede or modify the provisions in **Section 23 L. 8. – 10.**

5
6 C. The provisions of **Section 23 L. 8. – 10.** in effect on the day prior to [DOS] are as follows:
7

8 8. A rerouted regular pilot who is not scheduled to release within four hours of the
9 scheduled release of the last duty period of his original rotation, or within the same
10 calendar day of the last duty period of his original rotation, whichever is later, (the “time
11 limitation”) will receive single pay and credit (or the applicable pay, no credit for a GS,
12 GSWC, IA, or IAWC) for the rotation as flown, plus single pay no credit for any duty
13 period(s) that extends beyond such time limitation.

14 Exception one: If such rerouted pilot is not scheduled to release at his base within such
15 time limitation due to a circumstance over which the Company does not have control
16 (e.g., pilot’s origin or destination airport closed, weather on pilot’s routing, mechanical
17 on pilot’s assigned aircraft) he will receive only single pay and credit (or the applicable
18 pay, no credit for a GS, GSWC, IA or IAWC) for the rotation as flown.

19 Exception two: The time limitation will be 30 hours for a pilot when rerouted into, or
20 while in, trans-oceanic operations.

21 Exception three: A rerouted pilot who is scheduled to be released at his base beyond the
22 time limitation will not be entitled to premium pay if he is again rerouted for the purpose
23 of releasing him at his base within the time limitation.

24 9. A rerouted reserve pilot who is not scheduled to release within four hours of the
25 scheduled release of the last duty period of his original rotation will receive single pay
26 and credit (or the applicable pay, no credit for a GS, GSWC, IA, or IAWC) for the
27 rotation as flown, plus single pay no credit (in addition to any other form of pay for the
28 bid period) for any duty period that extends beyond such four hour limitation and into
29 either:

30 a. an X-day, or

31 b. a regular line day-off.

32 Exception one: If such rerouted pilot is not scheduled to release at his base within such
33 four hour time limitation due to a circumstance over which the Company does not have
34 control (e.g., pilot’s origin or destination airport closed, weather on pilot’s routing,
35 mechanical on pilot’s assigned aircraft) he will receive only single pay and credit (or the
36 applicable pay, no credit for a GS, GSWC, IA, or IAWC) for the rotation as flown.

37 Exception two: The time limitation will be 30 hours for a pilot when rerouted into, or
38 while in, trans-oceanic operations.

39 Exception three: A rerouted pilot who is scheduled to be released at his base beyond the
40 time limitation will not be entitled to premium pay if he is again rerouted for the purpose
41 of releasing him at his base within the time limitation.

42 10. A regular pilot will not be rerouted into more than one duty period that originates after
43 the end of his originally scheduled rotation. A reserve pilot will not be rerouted into
44 more than one duty period that originates after the end of his originally scheduled rotation
45 and extends into either an X-day or a regular line day-off.

1 Exception: A pilot may be rerouted into more than one duty period originating after the
2 end of his originally scheduled rotation (“additional duty period(s)”) because of the
3 Company’s:

- 4 a. inability to return him to his base (on-line) due to a circumstance over which the
5 Company does not have control (e.g., pilot’s origin or destination airport closed,
6 weather on pilot’s routing, mechanical on pilot’s assigned aircraft). Such pilot:
7 1) will be returned to base, by a direct routing.
8 2) may fly or deadhead.
9 3) will be released upon arrival at his base.
10 4) will receive single pay and credit for such additional duty period(s).
11 b. decision (within the Company’s control) to cancel the pilot’s flight segment (e.g.,
12 use of his assigned aircraft on another routing). Such pilot will:
13 1) be returned to his base, on the first available on-line or off-line scheduled flight.
14 2) be released upon arrival at his base.
15 3) receive single pay and credit plus single pay, no credit for the additional duty
16 period(s).

17
18 D. This Letter of Agreement will become effective on **DOS** and will remain in effect concurrent
19 with the PWA.
20

21
22 IN WITNESS WHEREOF, the parties have signed this Letter of Agreement this ___ day of
23 _____, 2016.

MEMORANDUM OF UNDERSTANDING

between

DELTA AIR LINES, INC.

and the

AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

PBS

A. Definitions

1. “Correct line” means the initial line the pilot should have been awarded had a PBS bid award error not occurred.
2. “Denial mode” means a process in PBS that:
 - a. is performed after PBS is unable to award a pilot a regular line consistent with his bid preferences, seniority, his known absences, the FARs and the PWA and within his LCW,
 - b. is utilized after shuffle and prior to SLG, and
 - c. ignores, one at a time, a pilot's preference(s) to avoid flying a specified rotation or a rotation with specified criteria (e.g., number of duty periods in a rotation, departure time of rotation, number of flight segments per duty period) or his preference to avoid flying on a specified day, in an effort to award him a regular line within his LCW.
3. “Fill to threshold” means a tool in PBS that:
 - a. is utilized prior to denial mode, and
 - b. continues to award rotations to each pilot’s line, if possible, until such line is at or above the threshold.
4. “Force priority stack date on SLG” means a tool in PBS that ensures a pilot who is awarded a regular line during the SLG process is awarded a rotation that is scheduled to operate on the specified priority stack date.
5. “Max iteration” means a parameter in PBS that limits the number of rotations PBS considers when attempting to construct a regular line.
6. “Max passes” means a parameter in PBS that limits the number of attempts by PBS to award lines to all pilots in a category.
7. “Max reserves” means a parameter in PBS that limits the number of pilots permitted to be awarded a reserve line in a category.
8. “Max swap depth” means a parameter in PBS that limits the number of rotations that may be moved among regular lines and/or open time in an effort to comply with a pilot’s bid preference.
9. “Max trip substitution” means a tool in PBS that permits multiple combinations of rotations to be tested on a pilot’s line that match specific bid preferences in an attempt to construct a regular line for the pilot.

- 1 10. “Maximum stack height” means a parameter in PBS that limits a stack after all
2 pilots in the category are awarded a line.
- 3 11. “PBS” or “preferential bid system” means the bidding system utilized by the
4 Company that enables a pilot to bid for and be awarded an initial line, based upon:
5 a. his bid preferences,
6 b. his seniority,
7 c. his known absences,
8 d. programmed award logic,
9 e. FARs,
10 f. Company policy, and
11 g. the PWA.
- 12 12. “PBS bid award error” means an occurrence in which a pilot who properly
13 submitted a valid bid was not awarded an initial line consistent with:
14 a. his bid preferences,
15 b. his seniority,
16 c. his known absences,
17 d. accurately programmed award logic,
18 e. FARs,
19 f. Company policy, and
20 g. the PWA.
- 21 13. “Priority stack date” means a designated date that is unstacked before PBS
22 unstacks any other date.
- 23 14. “Secondary line generation” (SLG) means the final PBS process, used after
24 shuffle and denial mode, that ignores a pilot's bid preferences in an attempt to
25 construct a regular line for the pilot.
- 26 15. “Shuffle” means a tool in PBS that:
27 a. is utilized after PBS is unable to award a pilot a regular line within his LCW
28 which complies with his higher priority bid preference(s),
29 b. removes a rotation(s) which had been awarded in accordance with such bid
30 preference(s) and searches for combinations of rotation(s) which comply with
31 his lower priority bid preference(s), and
32 c. is utilized prior to denial mode.
- 33 16. “Shuffle to threshold” means a tool in PBS that utilizes shuffle in an attempt to
34 construct a regular line for a pilot that is at or above the threshold.
- 35 17. “Stack” means the number of rotations in a period that remain in open time at the
36 end of a bid run.
- 37 18. “Threshold” means the target credit value for each regular line determined by the
38 Company in each category in a bid period.
- 39 19. “Unstack” means a tool in PBS that assigns rotations to pilots in such a way as to
40 prevent a stack that is greater than the maximum stack height.
41

1 B. PBS Work Group

- 2
3 1. The PBS work group (PWG) will be comprised of the Director of Pilot Resources,
4 the MEC Scheduling Committee Chairman, two Company representatives, and
5 two pilot representatives.

6 Note: Additional Company and/or pilot representatives may be added to the
7 PWG as necessary by the mutual consent of the Director of Pilot Resources and
8 the MEC Scheduling Committee Chairman.

- 9 2. The PWG will be responsible for the oversight and administration of PBS as set
10 forth in this MOU. In carrying out these responsibilities, the PWG will consider
11 both operational reliability and pilot quality of life.
12 3. The PWG will have regular and timely access to the PBS vendor, PBS servers and
13 communications between the Company, the Association, and the PBS vendor
14 necessary to oversee and administer PBS as set forth in this MOU.
15 4. The PWG will meet and confer at least semi-annually to review the application of
16 paragraphs C. 2. - 7. to ensure such paragraphs continue to provide both realistic
17 operational coverage and pilot quality of life.
18 5. The business specifications of PBS are detailed in the PBS Requirements
19 document dated March 8, 2005, as amended. When, in the opinion of the PWG, it
20 becomes desirable to modify an aspect of the PBS business specifications (e.g.,
21 the bidder interface, the bid award logic, hardware and software requirements and
22 the database), such modification will not be implemented until it has been tested
23 to the satisfaction of the PWG.
24 6. The PBS vendor will not be changed without the consent of the PWG. In
25 conjunction with the selection of a new vendor, this MOU will be modified as
26 necessary to incorporate all aspects of the new system.
27 7. The Association will not be liable for flight pay and benefit override
28 reimbursement to the Company under **Section 24 J. 3.** for:
29 a. the pilot members of the PWG when executing their PWG responsibilities.
30 b. up to two pilots selected by the Association, whom the Company agrees can
31 be released from duty without causing a flight not to operate or a training
32 event not to be accomplished, and who are to be involved in the line award
33 process each bid period.
34

35 C. PBS Administration

- 36
37 1. The Company will designate a PBS system administrator.
38 2. The system administrator may, at his option, publish a bid run solution that uses
39 the following tools:
40 a. fill to threshold.
41 b. unstack, utilizing a maximum stack height of at least 6% of the actual number
42 of regular lines in the category, provided that no pilot:
43 1) within the most senior 70 percent of regular pilots is unstacked in a bid
44 period which does not contain a holiday under
45 **Section 23 I. 8. a. Exception 1) – 9).**

1 2) within the most senior 50 percent of regular pilots is unstacked in a bid
2 period which contains a holiday under
3 **Section 23 I. 8. a. Exception 1) – 9).**

4 3) within the most senior 90 percent of regular pilots is awarded a line
5 through SLG.

6 Note: These limitations may be re-set by agreement of the PWG.

7 Exception one: These limitations may be exceeded to the extent necessary to
8 accommodate additional vacations resulting from vacation retentions under
9 **Section 7 C. 7. a.**

10 Exception two: These limitations may be exceeded to the extent necessary to
11 accommodate open time resulting from PCS awards under **Section 23 H. 5. a.**

12 **Note, Section 23 I. 7. Note two, and Section 23 I. 8. a. Note.**

13 c. force priority stack date on SLG.

14 3. The system administrator may, at his option, publish a bid run solution that uses
15 the following settings:

16 a. a priority stack date, for a date that falls on a holiday under
17 **Section 23 I. 8. a. Exception 1) - 9).**

18 b. a parameter for max reserves.

19 4. The system administrator may, with consent of the PWG, publish a bid run
20 solution that uses the following tools:

21 a. unstack, beyond the limitations of paragraph C. 2. b.,

22 b. shuffle to threshold.

23 5. The system administrator will use the following tools, unless otherwise directed
24 by the PWG:

25 a. shuffle.

26 b. max trip substitution.

27 6. The system administrator will determine the settings for the following parameters,
28 unless otherwise directed by the PWG:

29 a. max iterations.

30 b. max swap depth.

31 c. max passes.

32 7. The PWG will determine whether or not to set the priority stack date for a date
33 that does not fall on a holiday under **Section 23 I. 8. a. Exception 1) - 9).**

34
35 D. PBS Error Resolution

36
37 1. A pilot must report a potential PBS bid award error to the PBS system
38 administrator, by telephone or email (061ATLPBS.delta@delta.com), within six
39 days of the publication of the bid award in DBMS.

40 2. If the PBS system administrator determines that a PBS bid award error has
41 occurred, he will correct the error as specified in paragraphs D. 4. - 9.

42 3. If the PBS system administrator determines that a PBS bid award error has not
43 occurred but the pilot does not agree with that determination, the pilot may
44 request that the system administrator raise the issue with the PWG for a final
45 determination. The PWG may consult with the vendor if they deem it necessary.

- 1 4. If it is determined by the PBS system administrator or the PWG that a PBS bid
2 award error has occurred, the pilot's bid will be re-run in PBS, to the extent
3 practicable, to determine the correct line.
- 4 5. A pilot who would have been awarded a reserve line if the PBS bid award error
5 had not occurred will be awarded a specially created reserve line. Such a pilot
6 will have his X-day(s) distributed according to his seniority and bid preferences.
7 He will receive a reserve guarantee under **Section 4 C**.
- 8 6. A pilot who would have been awarded a regular line if the PBS bid award error
9 had not occurred will be awarded, at his option:
 - 10 a. a specially created reserve line,
 - 11 b. a blank regular line, or
 - 12 c. a line constructed under paragraph D. 9.
- 13 7. A pilot who chooses to be awarded a specially created reserve line under
14 paragraph D. 6. a. will:
 - 15 a. have his X-day(s) distributed according to his seniority and bid preferences,
16 and
 - 17 b. receive a reserve guarantee under **Section 4 C**.
- 18 8. A pilot who chooses to be awarded a blank regular line under paragraph D. 6. b.
19 will not receive a line guarantee under **Section 4 B**.
- 20 9. A pilot who chooses to be awarded a line under paragraph D. 6. c. will have a line
21 constructed as follows:
 - 22 a. At his option, he will have any rotation that is not on his correct line removed
23 from his line. Such pilot will not be paid and credited for such removed
24 rotation(s).
 - 25 b. If a rotation(s) that is on his correct line but not his initial line remains in open
26 time, the pilot may, at his option, be awarded such rotation(s). If such
27 rotation(s) is not in open time, the pilot may, at his option, receive pay and
28 credit for such rotation(s) and be subject to recovery flying under **Section 23 K**.
29 Exception one: A pilot will not be awarded a rotation which was on his correct
30 line, but not on his initial line, if such rotation will create an FAR or PWA
31 conflict on his line. The pilot will not receive pay and credit for such
32 conflicting rotation.
33 Exception two: A pilot will not be awarded a rotation that causes his line to
34 exceed the upper limit of his LCW or his block hour limit.

35
36 E. PBS Training

- 37
- 38 1. The Company will provide PBS training as part of each recall or new-hire class.
- 39 2. PBS training will be developed with the input of the PWG and:
 - 40 a. provide a comprehensive overview of PBS to each pilot.
 - 41 b. consist of classroom training and utilize the most recent editions of:
 - 42 1) the PBS training CD,
 - 43 2) the PBS User's Manual, and
 - 44 3) the PBS Quick Start Guide.

MEMORANDUM OF UNDERSTANDING

Between

DELTA AIR LINES, INC.

and the

AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

NEUTRAL DOCTOR PROCESS AMENDMENT TO THE D&S PLAN

1. The Plan Administrator of the Delta Pilots Disability and Survivorship Plan (D&S Plan) may use the following process to review the medical records and/or direct a medical review of a plan participant who is receiving long-term disability benefits under the D&S Plan if the Plan Administrator has a good faith belief that he may not qualify for disability benefits under the terms of the D&S Plan. In this case, the Plan Administrator may not direct the medical review more than once per year.
2. If a plan participant has been determined by his AME not eligible to exercise the privileges of his First Class Medical Certificate, the Plan Administrator may review the participant's medical records.
3. A plan participant undergoing such medical review will give the Plan Administrator access to all medical records requested by it.
4. The Plan Administrator may require medical evaluation of the plan participant.
5. The Plan Administrator and the ALPA Aeromedical Advisor will confer on the choice of medical evaluator prior to sending the plan participant for evaluation if the plan participant releases the pertinent information to the ALPA Aeromedical Advisor.
6. The Plan Administrator will select a Plan medical examiner (PMX).
7. Medical information provided by the Plan Administrator to the PMX will be limited to medically relevant information provided by doctors and treating facilities.
8. The plan participant, the Plan Administrator and the PMX will complete the evaluation and any case review process as expeditiously as possible.
9. The PMX will be instructed to provide the plan participant with written notice of his determination.
10. If the PMX determines that the plan participant is eligible to exercise the privileges of his First Class Medical Certificate, the plan participant may initiate further review as provided in paragraph 10 a. If the plan participant does not initiate further review within 30 days of receipt of the written determination, in the manner provided in paragraph 10 a., then his disability benefits will terminate effective 30 days after the pilot's receipt of the PMX's determination. Such plan participant will be determined to not be eligible for disability benefits.
 - a. Within 30 days of the plan participant's receipt of the PMX's written determination, the plan participant may request a review by choosing a

1 qualified medical examiner (PME) to conduct a medical evaluation for the
2 same purpose as the medical evaluation made by the PMX.

3 b. Employment of the PME will be at the plan participant's expense. However,
4 if the Neutral Medical Examiner (NME) later determines that the plan
5 participant is not eligible to exercise the privileges of his First Class Medical
6 Certificate, or if the FAA declines to issue a First Class Medical Certificate to
7 the plan participant after the plan participant's appeal to the FAA, the plan
8 participant will, upon presentation to the Plan Administrator of an itemized
9 bill from the PME, be reimbursed for such expense.

10 c. A copy of the PME's findings will be furnished to the Plan Administrator.

11 1) If the PME concurs with the PMX that the plan participant is eligible to
12 exercise the privileges of his First Class Medical Certificate, there will be
13 no further review and the plan participant will be determined to not be
14 eligible for long-term disability benefits by the Plan Administrator,
15 effective on the date of the PME's determination. Such a plan participant
16 must apply to the FAA for a First Class Medical Certificate as soon as
17 possible, but no later than ten days from the date of receipt of the PME's
18 determination. While such application is pending (including any appeal),
19 he will continue to receive such disability benefits. If the AME or the
20 FAA declines to issue a First Class Medical Certificate to such plan
21 participant, he must appeal such decision. If the FAA declines to issue
22 him a First Class Medical Certificate following his appeal, he will
23 continue to receive disability benefits.

24 Note: Such plan participant should present his First Class Medical
25 Certificate to his Chief Pilot immediately upon obtaining such certificate
26 as specified in **Section 15 C.**, at which time his disability benefits will
27 cease.

28 2) If the PME does not concur with the PMX, the plan participant may
29 initiate further review by making a written request to the Plan
30 Administrator within 30 days of receipt of the PME's determination. The
31 review will consist of a medical evaluation performed by the NME,
32 preferably a specialist. The NME will be selected by mutual agreement
33 between the PMX and the PME. If the plan participant does not initiate
34 this further review, the participant will be determined to not be eligible for
35 disability benefits and such benefits will terminate 30 days after the plan
36 participant's receipt of the PME's determination.

37 d. The NME will issue a determination whether the plan participant is eligible to
38 exercise the privileges of his First Class Medical Certificate. Copies of the
39 NME's determination will be furnished to the Plan Administrator and the plan
40 participant.

41 1) If the NME determines that the plan participant is eligible to exercise the
42 privileges of his First Class Medical Certificate, the plan participant must
43 apply for a First Class Medical Certificate with an AME of the NME's
44 choosing, as soon as possible, but no later than 30 days from the date of
45 the plan participant's receipt of the NME's determination. While the plan
46 participant's application is pending, he will continue to receive disability

- 1 benefits. If the AME or the FAA declines to issue a First Class Medical
2 Certificate to such plan participant, he must appeal such decision, during
3 which period he will continue to receive disability benefits. If the FAA
4 issues him a First Class Medical Certificate, he must present such
5 certificate to his Chief Pilot, as specified in **Section 15 C. 2**. If the FAA
6 declines to issue him a First Class Medical Certificate following his
7 appeal, he will continue to receive disability benefits.
- 8 2) If the NME determines that the plan participant is eligible to exercise the
9 privileges of his First Class Medical Certificate, the expense of employing
10 the NME will be shared equally by the plan participant and the Plan unless
11 the FAA declines to issue a First Class Medical Certificate, in which case
12 the expense of employing the NME will be borne by the Plan. The FAA's
13 determination will be final and binding on the Plan Administrator and the
14 plan participant.
- 15 3) If the NME determines that the plan participant is not eligible to exercise
16 the privileges of his First Class Medical Certificate, the plan participant
17 will be determined to be eligible for long-term disability benefits by the
18 Plan Administrator. The expense of employing the NME will be borne
19 entirely by the Plan. The NME's determination will be final and binding
20 on the Plan Administrator and the plan participant.
- 21 11. The medical review process set forth herein is the exclusive procedure for the
22 Plan Administrator to determine whether a plan participant is eligible to exercise
23 the privileges of his First Class Medical Certificate, and the decision made in
24 accordance with this process is final and binding on both the Plan Administrator
25 and the plan participant.

MEMORANDUM OF UNDERSTANDING

Between

DELTA AIR LINES, INC.

And the Air Line Pilots in the service of

DELTA AIR LINES, INC.

as represented by the

AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

**PILOT AVIATION SAFETY ACTION PROGRAM
ADMINISTRATION**

This Memorandum of Understanding is made under the provisions of the Railway Labor Act, as amended, between Delta Air Lines, Inc. (the “Company”), and the Air Line Pilots Association, International (the “Association”).

WHEREAS the Company and the Association are parties to a collective bargaining agreement setting forth the rates of pay, rules, and working conditions for the Company’s pilots (“Pilot Working Agreement” or “PWA”), effective July 1, 2012, and

WHEREAS the Aviation Safety Action Program (ASAP) is the result of an agreement between the Company, the Association and the Federal Aviation Administration (“FAA”) based on FAA AC 120-66B and which was codified in a Memorandum of Understanding dated January 15, 2009, which is not part of the PWA, and

WHEREAS the Company and the Association share the goal of operating with the highest degree of safety and agree that the ASAP contributes toward that goal, and

WHEREAS the Company and the Association desire to clarify and incorporate into the PWA certain policies and procedures related to the operation of the ASAP.

NOW THEREFORE, it is mutually agreed:

1. The Company and the Association will each select a primary ERC member and an alternate ERC member(s). The MEC Chairman (or his designee) and the SVP Flight Operations (or his designee) will jointly determine the appropriate number of alternate ERC members for each party. The parties will each appoint their primary and their agreed upon number of alternate ERC members and notify the other party in writing of the names of such members. Each party will promptly notify the other in writing of any change in members. An alternate ERC member will participate in ERC meetings when the primary ERC member is unable to

MOU #3 – Pilot Aviation Safety Action Program Administration

- 1 attend. All ERC members will attend and complete an ASAP training course
2 (jointly developed or approved by the Company and the Association) prior to
3 acting as an ERC member.
- 4 2. The Director – Flight Safety will designate an alternate(s) ASAP Program
5 Manager, in the event the ASAP Program Manager will be unavailable for an
6 extended period of time, to ensure the timely administration of the ASAP. The
7 MEC Chairman (or his designee) and the SVP – Flight Operations (or his
8 designee) will jointly determine the appropriate number of alternate ASAP
9 Program Managers. The Company will appoint the primary and the agreed upon
10 number of alternate ASAP Program Managers and notify the Association in
11 writing of the names of such managers. The Company will promptly notify the
12 Association in writing of any change in managers. The alternate ASAP Program
13 Manager(s) will be identified to the members and alternate members of the ERC.
- 14 3. ASAP reports will be accepted into the program in accordance with the terms
15 established in the three-party MOU dated January 15, 2009. Following
16 acceptance of the report, the ASAP Program Manager or a Flight Safety
17 investigator(s) working under the direction of the ERC, may require statements
18 and/or interviews of the pilot involved. If an ASAP report fails to meet the
19 criteria for acceptance as outlined in the three-party MOU, the ASAP report will
20 be subsequently excluded from the program.
- 21 4. Once the ASAP report has been submitted, the ERC may consider information not
22 contained in the ASAP report in determining the appropriate corrective action or
23 in making a later determination to exclude the report from the ASAP.
- 24 5. ASAP reports will be de-identified so that no person other than the ASAP
25 Program Manager and a Flight Safety investigator(s) working under the direction
26 of the ERC can identify the crewmembers from the ASAP report. Following
27 acceptance of the ASAP report and in the event the ERC determines it requires
28 further information, the ASAP Program Manager may provide the pilot's identity
29 to the ERC.
- 30 6. After an ASAP report has been submitted, the Company may conduct a review
31 (e.g., a Flight Operations Review Board (FORB)) contemporaneous with or
32 subsequent to any ERC investigation that might be ongoing. The ERC will give
33 due consideration to the FORB's recommendation in determining appropriate
34 corrective action.
- 35 7. The ERC will determine corrective action, if any, on all incidents for which an
36 ASAP report is accepted. Such corrective action will not include discipline (e.g.,
37 letter of warning, letter of counsel, suspension) or evaluation event(s) (e.g.,
38 proficiency checks, line checks or oral checks) for any pilot involved in the
39 incident who has filed an ASAP report that is not later excluded by the ERC.
- 40 8. After an ASAP report has been closed by the ERC, it may be used by the
41 Company or the Association for safety purposes.

42
43 This Memorandum of Understanding will become effective on its date of signing and will
44 remain in effect for the duration of the PWA or the ASAP Memorandum of
45 Understanding between the Company, the Association and the FAA.



**DELTA AIR LINES
AVIATION SAFETY ACTION PROGRAM (ASAP)
FOR PILOTS**

MEMORANDUM OF UNDERSTANDING

1. GENERAL. Delta Air Lines (Delta) is a Title 14 of the Code of Federal Regulations (14 CFR), air carrier operating under Part 121 engaged in domestic and international scheduled passenger operations. Delta operates approximately 460 aircraft, and employs approximately 6500 pilots. The pilots are represented by the Air Line Pilots Association, International (ALPA).
2. PURPOSE. The Federal Aviation Administration (FAA), Delta, and ALPA are committed to improving flight safety. Each party has determined that safety would be enhanced if there were a systematic approach for pilots to promptly identify and correct potential safety hazards. The primary purpose of the Delta Aviation Safety Action Program (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, Delta and ALPA join the FAA in voluntarily implementing this ASAP for pilots, which is intended to improve flight safety through pilot self-reporting, cooperative follow-up, and appropriate corrective action. This Memorandum of Understanding (MOU) describes the provisions of the program.
3. BENEFITS. The program will foster a voluntary, cooperative, nonpunitive environment for the open reporting of safety of flight concerns. Through such reporting, all parties of this MOU will have access to valuable safety information that may not otherwise be obtainable. This information will be analyzed in order to develop corrective action to help solve safety issues and possibly eliminate deviations from 14 CFR. For a report accepted under this ASAP MOU, the FAA will use lesser enforcement action or no enforcement action, depending on whether it is a sole-source report, to address an event involving possible noncompliance with 14 CFR. This policy is referred to in this MOU as an "enforcement-related incentive".
4. APPLICABILITY. The Delta ASAP applies to all pilot employees of Delta and only to events that occur while acting in that capacity. Reports of events involving apparent noncompliance with 14 CFR that are not inadvertent or that appear to involve an intentional disregard for safety, criminal activity, substance abuse, controlled substances, alcohol, or intentional falsification are excluded from the program.
 - a. Events involving possible noncompliance with 14 CFR by Delta that are discovered under this program may be handled under the Voluntary Disclosure Policy, provided that Delta voluntarily reports the possible noncompliance to the FAA and that the other elements of that policy are met. (See the current version of AC 00-58, Voluntary Disclosure Reporting Program, FAA Order 2150.3B, Compliance and Enforcement Program, Chapter 5
 - b. Any modifications of this MOU must be accepted by all parties to the agreement.

5. PROGRAM DURATION. This is a Demonstration Program the duration of which shall be 18 months from the date this MOU is signed by the FAA (following signature by the other parties). If the program is determined to be successful after a comprehensive review and evaluation, the parties intend for it to be a Continuing Program. This ASAP may be terminated at any time for any reason by Delta, the FAA, or ALPA. 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 will be handled under the provisions of the program until they are completed. Failure of any party to follow the terms of the program ordinarily will result in termination of the program. Failure of Delta to follow through with corrective action acceptable to the FAA to resolve any safety deficiencies ordinarily will result in termination of the program.

6. REPORTING PROCEDURES. When a pilot observes a safety problem or experiences a safety-related event, he or she should note the problem or event and describe it in enough detail so that it can be evaluated by a third party.

a. ASAP Report Form. At an appropriate time during the workday (e.g. after the trip sequence has ended for the day), the employee should complete Delta ASAP Form (Form Number Not Applicable) for each safety problem or event and submit it electronically to Delta Flight Safety. If the electronic system is not available to the pilot at the time he or she needs to file a report, the employee may contact the ASAP manager's office and file a report via telephone within 24 hours (domestic flights) or 48 hours (international flights) after the end of the flight sequence for the day of occurrence, absent extraordinary circumstances. Reports filed telephonically within the prescribed time limit must be followed by a formal report submission within three calendar days thereafter. If the safety event involves a deviation from an ATC clearance, the pilot should note the date, time, place, altitude, flight number, and ATC frequency, along with enough other information to fully describe the event and any perceived safety problem.

b. Time Limit. Reports that the Event Review Committee (ERC) determines to be sole-source will be accepted under the ASAP, regardless of the timeframe within which they are submitted, provided they otherwise meet the acceptance criteria of paragraphs 11a(2) and (3) of this MOU. Reports which the ERC determines to be non sole-source must meet the same acceptance criteria, and must also be filed within one of the following two possible timeframes:

(1) Within 24 hours (48 hours for flight segments ending outside of the 48 contiguous United States) after the end of flight sequence for day of occurrence, absent extraordinary circumstances. For example, if the event occurred at 1400 hours on Monday and a pilot completes the flight sequence for that day at 1900 hours, the report should be filed no later than 1900 hours Tuesday (1900 Wednesday for flight segments ending outside 48 contiguous United States). In order for all employees to be covered under the ASAP for any apparent noncompliance with 14 CFR resulting from an event, they must submit separate signed reports for the same event.

(2) Within 24 hours (48 hours for flight segments ending outside of the 48 contiguous United States) of having become aware of possible non-compliance with 14 CFR provided the following criteria are met: If a report is submitted later than the time period after the occurrence of an event stated in paragraph 6b(1) above, the ERC will review all available information to determine whether the pilot knew or should have known about the possible noncompliance with 14 CFR within that time period. If the ERC determines that the employee did not know or could not have known about the possible noncompliance with 14 CFR until informed of it, then the report would be included in ASAP, provided the report is submitted within 24 hours

(48 hours for flight segments ending outside of the 48 contiguous United States) of having become aware of possible noncompliance with 14 CFR, and provided that the report otherwise meets the acceptance criteria of this MOU. If the employee knew or should have known about the possible noncompliance with 14 CFR, then the report will not be included in ASAP.

c. Non-reporting employees covered under this ASAP MOU. If an ASAP report identifies another covered employee in an event involving possible noncompliance with 14 CFR and that employee had not submitted a separate report, the ERC will determine on a case-by-case basis whether that employee knew or reasonably should have known about the possible noncompliance with 14 CFR. If the ERC determines that the employee did not know or could not have known about the apparent possible noncompliance with 14 CFR, and the original report otherwise qualifies for inclusion under ASAP, the ERC will offer the non-reporting employee the opportunity to submit his/her own ASAP report. If the non-reporting employee submits his/her own report within 24 hours of notification from the ERC, that report will be afforded the same consideration under ASAP as that accorded the report from the original reporting employee, provided all other ASAP acceptance criteria are met. However, if the non-reporting employee fails to submit his/her own report within 24 hours of notification from the ERC, the possible noncompliance with 14 CFR by that employee will be referred to an appropriate office within the FAA for additional investigation and reexamination and/or enforcement action, as appropriate, and for referral to law enforcement authorities, if warranted.

d. Non-reporting employees not covered under this ASAP MOU. If an ASAP report identifies another Delta employee who is not covered under this MOU, and the report indicates that employee may have been involved in possible noncompliance with 14 CFR, the ERC will determine on a case-by-case basis whether it would be appropriate to offer that employee the opportunity to submit an ASAP report. If the ERC determines that it is appropriate, the ERC will provide that employee with information about ASAP and invite the employee to submit an ASAP report. If the employee submits an ASAP report within 24 hours of notification from the ERC, that report will be covered under ASAP, provided all other ASAP acceptance criteria are met. If the employee fails to submit an ASAP report within 24 hours of notification (48 hours if the employee is outside the 48 contiguous United States when notified) from the ERC, the possible noncompliance with 14 CFR by that employee will be referred to an appropriate office within the FAA for additional investigation and reexamination and/or enforcement action, as appropriate, and for referral to law enforcement agencies, if warranted.

7. POINTS OF CONTACT. Delta's ASAP will be administered by Delta Flight Safety. The Director of Delta Flight Safety will designate one person who will serve as the ASAP manager. The ASAP manager will be responsible for program administration, and will not serve as a voting member of the ERC. The ERC will be comprised of one representative from Delta management; one representative from ALPA; and one FAA inspector assigned as the ASAP representative from the Certificate Holding District Office (CHDO) for Delta; or their designated alternates in their absence.

8. ASAP MANAGER. When the ASAP manager receives the report, he or she will record the date and time of any event described in the report and the date and time the report was submitted through the ASAP web-based reporting, telephone or fax system. The ASAP manager will enter the report, along with all supporting data, on the agenda for the next ERC meeting. Reports should be provided to all ERC members prior to the scheduled ERC meeting in accordance with guidance contained in Advisory Circular 120-66, as amended. The ERC will determine whether a report is submitted in a timely manner or whether extraordinary circumstances precluded timely submission. To confirm that a report has been received, the ASAP manager will send a dated and time-stamped written receipt via electronic mail to each employee who submits a report. The

ASAP manager will serve as the focal point for information about, and inquiries concerning the status of, ASAP reports, and for the coordination and tracking of ERC recommendations

9. EVENT REVIEW COMMITTEE (ERC). The ERC will review and analyze all reports submitted by the pilots under the program, identify actual or potential safety problems from the information contained in the reports, and propose solutions for those problems. The ERC will provide feedback to the individual who submitted the report.

a. The ASAP manager will maintain a database that continually tracks each event and the analysis of those events. The ERC will conduct a 12-month review of the ASAP database with emphasis on determining whether corrective actions have been effective in preventing or reducing the recurrence of safety-related events of a similar nature. That review will include recommendations for corrective action for recurring events indicative of adverse safety trends.

b. This review is in addition to any other reviews conducted by the FAA. The ERC will also be responsible for preparing a final report on the demonstration program at its conclusion. If an application for a continuing program is anticipated, the ERC will prepare and submit a report with the certificate holder's application to the FAA 60 days in advance of the termination date of the demonstration program.

10. ERC PROCESS.

a. The ERC will meet as necessary to review and analyze reports that will be listed on an agenda submitted by the ASAP manager. The ERC will determine the time and place of the meeting. The ERC will meet at least twice a month, and the frequency of meetings will be determined by the number of reports that have accumulated or the need to acquire time-critical information.

b. The ERC will make its decisions involving ASAP issues based on consensus. Under the Delta ASAP, consensus of the ERC means the voluntary agreement of all representatives of the ERC. It does not require that all members believe that a particular decision or recommendation is the most desirable solution, but that the result falls within each member's range of acceptable solutions for that event in the best interest of safety. In order for this concept to work effectively, each ERC representative shall be empowered to make decisions within the context of the ERC discussions on a given report. The ERC representatives will strive to reach consensus on whether a reported event is covered under the program, how that event should be addressed, and the corrective action or any enforcement action that should be taken as a result of the report. For example, the ERC should strive to reach a consensus on the recommended corrective action to address a safety problem such as an operating deficiency or airworthiness discrepancy reported under ASAP. The corrective action process would include working the safety issue(s) with the appropriate departments at the airline and the FAA that have the expertise and responsibility for the safety area of concern. Recognizing that the FAA holds statutory authority to enforce the necessary rules and regulations, it is understood that the FAA retains all legal rights and responsibilities contained in Title 49, United States Code, and FAA Order 2150.3B. In the event there is not a consensus of the ERC on decisions concerning a report involving an apparent violation(s), a qualification issue, or medical certification or medical qualification issue, the FAA ERC representative will decide how the report should be handled. The FAA will not use the content of the ASAP report in any subsequent enforcement action, except as described in paragraph 11a(3) of this MOU.

c. It is anticipated that three types of reports will be submitted to the ERC: safety-related reports that appear to involve a possible noncompliance with 14 CFR, reports that are of a general safety concern, but do not appear to involve possible noncompliance with 14 CFR, and any other reports: e.g., involving catering and passenger ticketing issues. All safety-related reports shall be fully evaluated and, to the extent appropriate, investigated.

d. The ERC, through the ASAP manager, will forward non-safety reports to the appropriate Delta department head for his/her information and, if possible, internal (Delta) resolution. For reports related to flight safety, including reports involving possible noncompliance with 14 CFR, the ERC will analyze the report, conduct interviews of reporting pilots, and gather additional information concerning the matter described in the report, as necessary.

e. The ERC should also make recommendations to Delta for corrective action for systemic issues. For example, such corrective action might include changes to Delta flight operations procedures, aircraft maintenance procedures, or modifications to the training curriculum for pilots. Any recommended changes that affect Delta will be forwarded through the ASAP manager to the appropriate department head for consideration and comment, and, if appropriate, implementation. The FAA will work with Delta to develop appropriate corrective action for systemic issues. The ASAP manager will track the implementation of the recommended corrective action and report on associated progress as part of the regular ERC meetings. Any recommended corrective action that is not implemented should be recorded along with the reason it was not implemented.

f. When the ERC becomes aware of an issue involving the medical qualification or medical certification of an airman, the ERC must immediately advise the appropriate Regional Flight Surgeon about the issue. The ERC will work with the Regional Flight Surgeon and the certificate holder's medical department or medical consultants to resolve any medical certification or medical qualification issues or concerns revealed in an ASAP report, or through the processing of that report. The FAA ERC member must follow the direction(s) of the Regional Flight Surgeon with respect to any medical certification or medical qualification issue(s) revealed in an ASAP report.

g. Any corrective action recommended by the ERC for a report accepted under ASAP must be completed to the satisfaction of all members of the ERC, or the ASAP report will be excluded from the program, and the event will be referred to the FAA for further action, as appropriate.

h. Use of the Delta ASAP Report: Neither the written ASAP report nor the content of the written ASAP report will be used to initiate or support any company disciplinary action, or as evidence for any purpose in an FAA enforcement action, except as provided in paragraph 11a(3) of this MOU. The FAA may conduct an independent investigation of an event disclosed in a report.

i. ASAP reports will be accepted into the program upon timely submission. If an ASAP report fails to meet the criteria for acceptance in paragraph 11(a), the ASAP report will be subsequently excluded from the program.

11. FAA ENFORCEMENT.

a. Criteria for Acceptance. The following criteria must be met in order for a report to be covered under ASAP:

(1) The employee must submit the report in accordance with the time limits specified under paragraph 6 of this MOU;

(2) Any possible noncompliance with 14 CFR disclosed in the report must be inadvertent and must not appear to involve an intentional disregard for safety; and,

(3) The reported event must not appear to involve criminal activity, substance abuse, controlled substances, alcohol, or intentional falsification. Reports involving those events will be referred to an appropriate FAA office for further handling. The FAA may use the content of such reports for any enforcement purposes and will refer such reports to law enforcement agencies, if appropriate. If upon completion of subsequent investigation it is determined that the event did not involve any of the aforementioned activities, then the report will be referred back to the ERC for a determination of acceptability under ASAP. Such referred back reports will be accepted under ASAP provided they otherwise meet the acceptance criteria contained herein.

b. Administrative and Informal Action. Notwithstanding the criteria in Chapter 5 of FAA Order 2150.3B, possible noncompliance with 14 CFR disclosed in a non sole-source ASAP report that is covered under the program and supported by sufficient evidence will be addressed with administrative or informal action (i.e., a FAA Warning Notice or FAA Letter of Correction, as appropriate for administrative action, or written or oral counseling for informal action). Sufficient evidence means evidence gathered by an investigation not caused by, or otherwise predicated on, the individual's safety-related report. There must be sufficient evidence to prove the violation, other than the individual's safety-related report. In order to be considered sufficient evidence under ASAP, the ERC must determine through consensus that the evidence (other than the individual's safety-related report) would likely have resulted in the processing of a FAA enforcement action had the individual's safety-related report not been accepted under ASAP. If the ERC determines that sufficient evidence supports a violation for an accepted non-sole-source report, the ERC may employ the Enforcement Decision Tool (EDT)-Individual matrix and associated guidance found in FAA Order 2150.3B, Appendix F, to determine, through ERC consensus under the ASAP process, whether the accepted non-sole-source ASAP report should be closed with administrative or informal action (and corrective action if appropriate). Accepted non sole-source reports for which there is not sufficient evidence will be closed with a FAA Letter of No Action.

c. Sole-Source Reports. A report is considered a sole-source report when all evidence of the event available to the FAA is discovered by or otherwise predicated on the report. Apparent violations disclosed in ASAP reports that are covered under the program and are sole-source reports will be addressed with an ERC response (no FAA action required). It is possible to have more than one sole-source report for the same event.

d. Reports Involving Qualification Issues. Delta ASAP reports covered under the program that demonstrate a lack, or raise a question of a lack, of qualification of a certificate holder employee will be addressed with corrective action, if such action is appropriate and recommended by the ERC. If an employee fails to complete the corrective action in a manner satisfactory to all members of the ERC, then his/her report will be excluded from ASAP. In these cases, the ASAP event will be referred to an appropriate office within the FAA for any additional investigation and reexamination and/or enforcement action, as appropriate.

e. Excluded from ASAP. Reported events involving possible noncompliance with 14 CFR that are excluded from ASAP will be referred by the FAA ERC member to an appropriate office within the FAA for any additional investigation and re-examination and/or enforcement action, as appropriate.

f. Corrective Action. Employees initially covered under an ASAP will be excluded from the program and not entitled to the enforcement-related incentive if they fail to complete the recommended corrective action in a manner satisfactory to all members of the ERC. Failure of an employee to complete the ERC recommended corrective action in a manner satisfactory to all members of the ERC may result in the reopening of the case and referral of the matter for appropriate action.

g. Repeated Instances of Noncompliance with 14 CFR. Reports involving the same or similar possible noncompliance with the Regulations that were previously addressed with administrative or informal action under ASAP will be accepted into the program, provided they otherwise satisfy the acceptance criteria in paragraph 6 above. The ERC will consider on a case-by-case basis the corrective action that is appropriate for such reports.

h. Closed Cases. A closed ASAP case including a related enforcement investigative report involving a violation addressed with the enforcement-related incentive, or for which no action has been taken, may be reopened and appropriate enforcement action taken if evidence later is discovered that establishes that the violation should have been excluded from the program.

12. EMPLOYEE FEEDBACK Data and information derived from ASAP will be regularly made available by the ASAP manager to pilots through various means. This may include: initial, distributed and recurrent training; ALPA and Delta magazine articles; In-Command; the Flight Operations website; internal e-mail and pilot bulletins. Specific event reviews will not include employee names or other identifying data. Any employee who submitted a report may also contact the ASAP manager to inquire about the status of his/her report. In addition, each employee who submits a report accepted under ASAP will receive individual feedback on the final disposition of the report.

13. INFORMATION AND TRAINING. The details of the ASAP will be made available to all pilots and their supervisors by publication in the Delta Flight Operations Manual. Each Delta pilot and manager will receive written guidance outlining the details of the program at least two (2) weeks before the program begins. Each pilot will also receive 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 pilot employees will receive training on the program during initial training.

14. REVISION CONTROL. Revisions to this MOU shall be documented using standard revision control methodology.

15. RECORDKEEPING. All documents and records regarding this program will be kept by the Delta ASAP manager and made available to the other parties of this agreement at their request. All records and documents relating to this program will be appropriately kept in a manner that ensures compliance with 14 CFR and all applicable law (including the Pilot Records Improvement Act). ALPA and the FAA will maintain whatever records they deem necessary to meet their needs.

16. SIGNATORIES. All parties to this ASAP are entering into this agreement voluntarily.

Captain Donald Lee Moak
Delta MEC Chairman,
Air Line Pilots Association, International

Date

Kenneth Hylander
Senior Vice President
Corporate Safety, Security & Compliance
Delta Air Lines

Date

Thomas Stachiw
Manager Delta CMO

Date

MEMORANDUM OF UNDERSTANDING

Between

DELTA AIR LINES, INC.

and the Air Line Pilots in the service of

DELTA AIR LINES, INC.

as represented by the

AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

JFK-BOG OVERNIGHT OPERATIONS

This Memorandum of Understanding is made and entered into under the provisions of the Railway Labor Act, as amended, between Delta Air Lines, Inc. (the “Company”) and the Air Line Pilots Association, International (the “Association”).

WHEREAS, the Company and the Association are parties to a collective bargaining agreement setting forth the rates of pay, rules, and working conditions for the Company’s pilots (“Pilot Working Agreement” or “PWA”) effective July 1, 2012, and

WHEREAS the Company intends to schedule overnight flights between JFK-BOG; and

WHEREAS Bogota’s El Nuevo Dorado International Airport is considered a Special Airport Qualification (SAQ) airport due to the surrounding mountainous terrain; and

WHEREAS the Company desires to add an additional First Officer to this overnight pairing in order to further enhance flight safety.

NOW THEREFORE, it is mutually agreed:

1. “Overnight JFK-BOG flight” means any flight segment between JFK and BOG that is scheduled to depart JFK on or after 2000E and prior to 0459E.
2. Overnight JFK-BOG flights will:
 - a. be scheduled and operated with an additional First Officer,
 - b. not contain any other scheduled flight segments within the same duty period,
 - c. operate under all applicable two-pilot, non-trans-oceanic maximum scheduled duty time and hours of service limits under **Section 12 D. 1.** (table), and
 - d. operate only on aircraft equipped with a pilot relief seat under **Section 16 C. 2.**
3. For purposes of crew duties and rotation construction, the additional First Officer will be considered a relief pilot.

MOU #4 – JFK-BOG Overnight Operations

1 4. Overnight JFK-BOG flights shall not be construed to be operating with an augmented
2 crew.

3

4 This Memorandum of Understanding (MOU) will become effective on its date of signing
5 and will remain in effect concurrent with the PWA. Notwithstanding the foregoing, the
6 provisions of this MOU may be terminated by either party by providing written
7 notification to the other party at least 60 days in advance.

MEMORANDUM OF UNDERSTANDING

Between

DELTA AIR LINES, INC.

and the Air Line Pilots in the service of

DELTA AIR LINES, INC.

as represented by the

AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

SCHEDULING OF KNOWN ASSOCIATION BUSINESS

This Memorandum of Understanding is made and entered into under the provisions of the Railway Labor Act, as amended, by and between Delta Air Lines, Inc. (the "Company") and the Air Line Pilots Association, International (the "Association").

WHEREAS the Company and the Association are parties to a collective bargaining agreement setting forth the rates of pay, rules and working conditions for the Company's pilots ("Pilot Working Agreement" or "PWA"), effective July 1, 2012, and

WHEREAS MOU #6 - Scheduling of Known Full Time Association Business allowed for scheduling of known full time Association business on a temporary (test) basis, and

WHEREAS the Company and the Association now agree to implement the scheduling of known Association business.

NOW, THEREFORE, it is mutually agreed:

**1.
Scheduling**

A pilot may be scheduled for known Association business prior to initial line awards under the provisions of this MOU. Prior to the opening of line bidding for a bid period, the Association will provide Crew Scheduling with the known Association business in such bid period for which it desires a pilot to be scheduled, along with the values associated with such absences.

**2.
Pay for Known Association Business**

MOU #13-05 – Scheduling of Known Association Business

1 A pilot who is scheduled for known Association business will receive pay and credit for the
2 value of such Association business as determined under paragraph 1.
3

4
5 **3.**
6 **Miscellaneous**
7

8 A day of scheduled known Association business will not be subject to reimbursement under
9 ***Section 24 J. 5.***
10

11
12 This MOU will become effective on its date of signing and will remain in effect concurrent with
13 the PWA.
14

15 IN WITNESS WHEREOF, the parties have signed this Memorandum of Understanding this
16 _____ day of August, 2013.
17

18
19 FOR THE COMPANY
20

FOR THE ASSOCIATION
21

22
23 _____
24 Tim Hennie-Roed
25 Director – Pilot Crew Resources &
26 Scheduling
27

First Officer Brenier T. Fries, Jr.
Treasurer – Delta MEC

1 MEMORANDUM OF UNDERSTANDING

2
3 Between

4
5 DELTA AIR LINES, INC.

6
7 and the Air Line Pilots in the service of

8
9 DELTA AIR LINES, INC.

10
11 as represented by the

12
13 AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

14
15 **DEFERRED IMPLEMENTATION**

16
17 This Memorandum Of Understanding is made and entered into under the provisions of the
18 Railway Labor Act, as amended, between Delta Air Lines, Inc. (the “Company”) and the Air
19 Line Pilots Association, International (the “Association”).

20
21 WHEREAS the Company and the Association are parties to a collective bargaining agreement
22 setting forth the rates of pay, rules and working conditions for the Company’s pilots (“Pilot
23 Working Agreement” or “PWA”) effective [DOS], and

24
25 WHEREAS the parties have agreed that certain provisions of the PWA will be implemented later
26 than DOS but in no case later than June 1, 2018.

27
28 NOW THEREFORE, it is mutually agreed:

29
30
31 The following provisions of the PWA will have the deferred effective dates under the chart
32 below. Prior to its deferred effective date, the subject matter of each such provision will be
33 governed by and administered in accordance with the PWA language and practice, if any, in
34 existence immediately prior to December XX, 2016. Such prior language will remain in force
35 and effect and will remain a part of the PWA until deleted or replaced under the chart below.
36

Deferred Effective Dates

Section	Subject Matter	Deferred Effective Date No Later Than	Notes
4 H. 3.	Suit-Up Pay and Credit	1-1-17	Manual process until 10-1-17; Pay and credit when not performing flying while on short call
5 E. 1. b. 3)	In-base recency hotel	DOS + 1 day	
7 F. 8.	Late operation into vacation day	DOS + 1 day	
7 I.	Individual Vacation Days (IVD)	7-2-17	
8 E. 10. a.	Front end deviation and per diem	1-31-17	
11 C. 12. b. Note a.	LCP/LVP override rate	1-1-17	
11 C. 12. b. Note b.	LCP/LVP override rate and threshold	1-1-18	
11 F. 7. e.	CQ 'E' period volunteer	4-1-18	
11 F. 13. a. 2)	Qualification Training 'E' period volunteer	6-1-18	
12 G. 2. Exception	FRMS minimum break in duty	DOS + 1 day	
12 J. 1. b.	One for one and one half duty credit	4-1-17	
14 F. 2., 3., & 6.	Sick	6-2-17	Look back provision will begin in corresponding bid period of DOS
14 K. 4.	Sick incentive	6-2-17	Look back to 6-2-15 for applicability
16 C. 2. Note 1-4	Crew rest seat	DOS + 1 day	
22 A. 4.	ALV widebody exception	1-31-17	
22 D. 4. Exception and 22 F. 12. a.	Change 180 days to six bid periods	4-1-17	
22 E. 13.	Training bypass	DOS + 1 day	
22 G.	Category freeze	5-2-17	

MOU #16-02 – Deferred Implementation

23 F. 7. d. and 23 H. 5. d.	96 hours special airport, route, or theater qualification	6-2-17	
23 G. 8.	Asterisk rotation premium pay	1-31-17	Manual process until automation implemented
23 G. 10.	Reserve into regular line off day premium	1-31-17	Manual process until automation implemented
23 I. 16.	QPD trips for theater qualification, special airport qualification, recency, and consolidation	DOS + 1 day	
23 K. 1. d. Note two	IROP second recovery	1-1-17	
23 L. 2. a.	Reroute before first airborne departure	1-1-17	
23 L. 8.-10.	Remove aircraft mechanical from reroute exception	DOS + 1 day	
23 L. 8.-10.	Reroute time limitations	7-2-17	
23 M. 3. Exception one	Trip coverage two days prior for 0000-0400 reports	7-2-17	
23 M. 3. Exception two	Covering MAC rotation with off rotation deadhead	7-2-17	
23 M. 4.	Open time removal for OE	4-1-17	
23 M. 10.	Reserve assignment after flying that touches WOCL	10-1-17	
23 P. 3. c.	96 hours out for special airport, route, theater qualification when not qualified	8-1-17	
23 P. 4. e. and 23 Q. 7. f.	No award sick conflict	8-1-17	
23 S. 1. f. Note two	Short call assignment	1-1-17	
23 S. 1. f.	Short call buckets	1-1-17	

MOU #16-02 – Deferred Implementation

23 S. 3. c. Exception one	FRMS short call assignment	1-1-17	
23 V.	Delete Shuttle operations	3-2-17	
MOU	Temporary and Virtual Basing	1-31-18	
LOA #2 Paragraph 9. a.	Variable SIL guarantee pay and credit value	1-31-17	

1
2 This MOU will become effective on its date of signing and will remain in effect concurrent with
3 the PWA.

4
5
6 IN WITNESS WHEREOF, the parties have signed this Letter of Agreement this __ day of
7 _____, 2016.

1 MEMORANDUM OF UNDERSTANDING

2
3 Between

4
5 DELTA AIR LINES, INC.

6
7 and the Air Line Pilots in the service of

8
9 DELTA AIR LINES, INC.

10 as represented by the

11
12 AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

13
14
15 **VIRTUAL BASING & TEMPORARY DUTY**

16
17 This Memorandum of Understanding is made and entered into under the provisions of the
18 Railway Labor Act, as amended, between Delta Air Lines, Inc. (the “Company”) and the Air
19 Line Pilots Association, International (the “Association”).

20
21 WHEREAS the Company and the Association are parties to a collective bargaining agreement
22 setting forth the rates of pay, rules and working conditions for the Company’s pilots (“Pilot
23 Working Agreement” or “PWA”) effective XXX XX, 2016, and

24
25 WHEREAS the Company and the Association desire to specify provisions under which the
26 Company may establish a virtual base(s) at a station(s) other than a pilot base on a temporary
27 (test) basis, and

28
29 WHEREAS the Company and the Association desire to specify provisions under which the
30 Company may proffer temporary duty (TDY) in a category other than his own in his position on
31 a temporary (test) basis.

32
33 NOW THEREFORE, it is mutually agreed:

34
35
36 **1.**
37 **Virtual Basing**

38
39 A. The Company may establish one or more virtual bases for pilots, as follows:

- 40 1. A virtual base will not be located:
- 41 a. outside the contiguous 48 states of the United States.
 - 42 b. at an existing pilot base.
- 43 2. A virtual base rotation will not:
- 44 a. begin with an ocean crossing flight segment.
 - 45 b. contain an ocean crossing flight segment to or from an existing pilot base.
- 46

- 1 B. A category in a virtual base will be considered to be a part of the position applicable to that
2 aircraft type and status for purposes of **Section 22 C**.
3
- 4 C. The Company will make all pilot slots in a virtual base available for bidding for each bid
5 period.
6 1. Bidding for pilot slots in a virtual base will open on the 8th and close on the 15th of the
7 month that is two months prior to the bid period in question.
8 2. Such pilot slots will be awarded in seniority order for each bid period among pilots who
9 are projected to have completed OE, i.e., not be scheduled for an OE shadow period, in
10 the applicable position prior to the first day of the applicable bid period.
11 3. Unbid pilot slots in a virtual base will remain unfilled.
12
- 13 D. A pilot who has been awarded a virtual base category will, in seniority order among pilots in
14 such virtual base category:
15 1. be eligible to bid and be awarded/assigned CQ training under **Section 11 F. 3., 4., and 7.**
16 2. be eligible to bid and be awarded a line of time under **Section 23 D.**
17 3. be eligible to be awarded/assigned flying under **Section 23 E., N., and O.**
18 4. if a reserve pilot, be eligible to bid and be awarded golden X-days and to move his X-
19 days under **Section 12 N.**
20 5. be subject to recovery and reroute obligations in such category under **Section 23 K. and**
21 **L.**
22

2.

Temporary Duty (TDY)

- 23
- 24
- 25
- 26
- 27 A. The Company may establish pilot TDY slots in a category in a bid period, and will make
28 each such TDY slots available for bidding for such bid period.
29 1. Bidding for pilot TDY slots will open on the 8th and close on the 15th of the month that is
30 two months prior to the bid period in question.
31 2. Such pilot slots will be awarded in seniority order for each bid period among pilots who
32 are projected to have completed OE, i.e., not be scheduled for an OE shadow period, in
33 the applicable position prior to the first day of the applicable bid period.
34 3. Unbid pilot TDY slots will remain unfilled.
35
- 36 B. A pilot who has been awarded a TDY slot will, in seniority order among TDY pilots, but
37 below permanent pilots, in such category:
38 1. be eligible to bid and be awarded/assigned CQ training under **Section 11 F. 3., 4., and 7.**
39 2. be eligible to bid and be awarded a line of time under **Section 23 D.**
40 3. be eligible to be awarded/assigned flying under **Section 23 E., N., and O.**
41 4. if a reserve pilot, be eligible to bid and be awarded golden X-days and to move his X-
42 days under **Section 12 N.**
43 5. be subject to recovery and reroute obligations in such category under **Section 23 K. and**
44 **L.**
45
46

3.
General

- 1
2
3
4 A. A pilot in a virtual base or TDY category whose permanent residence is not within 125 miles
5 of the virtual or TDY base will be eligible for:
6 1. positive space on-line transportation at the beginning and end of a bid period to and from
7 a domestic airport or an airport in the Hawaiian Islands in the vicinity of his permanent
8 residence.
9 2. at his option day to day within a bid period:
10 a. airport hotel accommodations at the virtual or TDY base on the night prior to his first
11 rotation or on-call day in a bid period, on all nights between his assigned rotations
12 during the bid period, and the night when his last rotation or on-call day ends, or
13 b. positive space on-line transportation between rotations and/or on-call days to and
14 from a domestic airport or an airport in the Hawaiian Islands in the vicinity of his
15 permanent residence.
16 Note: A pilot who utilizes hotel accommodations under *Paragraph 3 A. 2. a.* of this
17 MOU will check out of such accommodation prior to:
18 a. utilizing positive space on-line transportation under *Paragraph 3 A. 2. b.* of this
19 MOU.
20 b. reporting for a rotation.
21 Note: The positive space on-line transportation provisions of *Paragraph 3 A.* of this MOU
22 are subject to the following:
23 1. If Company Business travel cannot be booked in TravelNet without overbooking, a
24 pilot may coordinate with Crew Scheduling to book positive space travel on the pilot's
25 desired flight.
26 2. The routing provides for a subsequent flight that is scheduled to arrive at a reasonable
27 time before his required report (if applicable).
28 3. A pilot who utilizes positive space on-line transportation for such travel to or from a
29 virtual or TDY base may attempt his booking at any time within 14 days of the planned
30 travel date(s).
31 4. A pilot who either does not utilize or is not eligible to utilize such positive space on-
32 line transportation for such travel to or from a virtual or TDY base will be responsible
33 for his transportation.
34 5. A pilot will cancel any travel to/from a virtual or TDY base booked as Company
35 Business in TravelNet if the pilot no longer requires or intends to use the reservation
36
37 B. At the beginning and end of a bid period, a pilot transitioning between his base and a virtual
38 or TDY base will be afforded an unpaid day free to travel to his virtual or TDY base
39 immediately following a rotation that began in the preceding bid period and ends on or after
40 the last day of such bid period. For a reserve pilot, such day will constitute one of the X-days
41 allotted to his line under *Section 12 N. 2.*
42
43 C. A pilot who is transitioning from a virtual or TDY base and who has been awarded/assigned
44 a rotation that begins in one bid period and ends in the next bid period will fly such rotation
45 to completion.
46

- 1 D. The Company will provide a pilot assigned to a virtual or TDY base with free parking while
2 on duty for one vehicle at the virtual base. If a virtual base is not otherwise a flight attendant
3 base, the existence of such virtual base will not entitle pilots who are not assigned to the
4 virtual base with parking rights under **Section 24 S**.
5
6 E. A pilot will not be eligible for relocation expenses under **Section 6** when transitioning
7 between his base and a virtual or TDY base.
8
9 F. A pilot will bid his vacation and vacation move-ups in his permanent category and not
10 virtual base or TDY category, and will retain any previously awarded unused vacation if he is
11 awarded a virtual base or TDY category.
12
13

14 **4.**
15 **Duration**
16

- 17 A. This MOU will become effective on its date of signing and will remain in effect for a period
18 of one year following [DOS] unless extended by agreement of the parties. The provisions of
19 **Paragraph 1. Virtual Basing** and **Paragraph 2. Temporary Duty** may be terminated at any
20 time, separately or jointly, upon written notice by either party.
21
22 B. Upon completion of the test period, should both parties agree that the results of the test meet
23 the needs of both parties, the parties intend to enter into a Letter of Agreement to address any
24 further issues or concerns and incorporate virtual basing and/or TDY into the PWA.
25
26 C. In the event that the test for virtual basing and/or TDY are terminated or not extended or
27 made permanent, termination of the applicable provisions will be effective with the first bid
28 period that begins at least 45 days after termination notice has been given.
29
30

31 IN WITNESS WHEREOF, the parties have signed this Memorandum of Understanding, this ____
32 day of XXXX, 2016.

MEMORANDUM OF UNDERSTANDING

Between

DELTA AIR LINES, INC.

and the Air Line Pilots in the service of

DELTA AIR LINES, INC.

as represented by the

AIR LINE PILOTS ASSOCIATION, INTERNATIONAL

FITNESS REVIEW BOARD

This Memorandum of Understanding is made and entered into under the provisions of the Railway Labor Act, as amended, between Delta Air Lines, Inc. (the “Company”) and the Air Line Pilots Association, International (the “Association”).

WHEREAS the Company and the Association are parties to a collective bargaining agreement setting forth the rates of pay, rules and working conditions for the Company’s pilots (“Pilot Working Agreement” or “PWA”) effective **XXX XX, 2016**, and

WHEREAS the parties have a mutual desire to operate with the highest degree of safety and facilitate a culture where a pilot is not pressured to continue flying if they are unable to do so, and

WHEREAS the parties desire to ensure that a pilot is fully paid in the event he removes himself from duty due to fatigue because of circumstances beyond the pilot’s control, and

WHEREAS the parties recognize that full pay treatment may not be appropriate in the event the pilot’s lack of fitness due to fatigue is due to circumstances within the pilot’s control or is self-induced, and

WHEREAS current FOM policy provides for Chief Pilot review of pay treatment in the event that a pilot removes himself from duty when fatigued, and

WHEREAS the parties desire to establish a joint process on a temporary (test) basis for determining the pay disposition of a pilot who is unfit to remain on duty as scheduled due to fatigue.

NOW THEREFORE, it is mutually agreed:

- 1 A. The Fitness Review Board (FRB) will be comprised of two members appointed by the
2 Association and two members appointed by the Company. The Company members of the
3 FRB are the Managing Director of Flying Operations and the Pilot Fatigue Program Director.
4 The Association members should come from an established committee and should include a
5 fatigue SME to provide fatigue and regulatory expertise.
6 Note: The Association will not be liable for flight pay and benefit override reimbursement to
7 the Company under **Section 24 J. 3.** for one of the two pilot members of the FRB when they
8 are executing their FRB responsibilities.
9
- 10 B. The FRB will determine the pay disposition of a pilot who has concluded he is not fit to
11 remain on his FDP due to fatigue and has therefore removed himself from duty.
12 Note: The FRB will not consider cases where the pilot calls in unfit for reasons other than
13 fatigue (e.g., sickness or personal issues).
14
- 15 C. A pilot who must remove himself from his FDP because he is not fit for duty due to fatigue
16 will notify the Duty Pilot as soon as possible as his single point of contact for such a
17 circumstance. The purpose of this notification is: (1) to ensure that Crew Tracking and
18 Crew Accommodations are notified of the pilot's needs, (2) to ensure that the event is
19 flagged for future FRB processing, and (3) to ensure that undue operational pressure is not
20 placed on the pilot. Full pay (typically rotation guarantee) will initially be awarded, however
21 the pay award is subject to FRB review.
22
- 23 D. Within 48 hours of removing himself from duty, the pilot must submit a "Fitness for Duty
24 Report" (FFDR) to the Company. If the FFDR contains sufficient information for the FRB to
25 make an informed pay disposition decision, no further contact with the pilot will be required.
26 If not, a base chief pilot will contact the pilot with a request for additional information. If, in
27 the opinion of the FRB, the "not fit for duty" call was arbitrary, due to circumstances other
28 than fatigue, or caused by circumstances within the pilot's control, or if the FRB believes that
29 insufficient information was provided to allow for a determination, the pilot will not be paid
30 for the event from which he removed himself.
31
- 32 E. Flight Operations management will review all events and prepare a file for each event, which
33 will include the FFDR. During the last week of the bid period, the Company will submit a
34 list of all not fit for duty due to fatigue event files to the Association FRB Chairman with
35 enough time for the Association FRB members to review the circumstances of each event
36 prior to the monthly meeting. The FRB will meet once a month prior to the close out of
37 flight pay for the bid period to discuss all events for that bid period.
38
- 39 F. The FRB will decide by consensus to either maintain full pay or to adjust the pilot's pay
40 during the next pay period. The decision will be based upon whether the pilot became unfit
41 for duty due to fatigue because of circumstances beyond his control.
42 Note one: A pilot who is unfit to continue his FDP due to circumstances within his control or
43 who has not provided sufficient information in his FFDR will receive no less than pay and
44 credit for FDPs completed and pay for any segments actually flown on an FDP that was not
45 completed.

1 Note two: If a pilot determines that he is unfit due to fatigue and unable to extend his FDP
2 beyond its limit under FAR 117, the FRB will presume that he became fatigued due to
3 circumstances beyond his control, so long as the pilot's FFDR contains sufficient information
4 to indicate the not fit for duty call was not arbitrary, due to circumstances other than fatigue
5 or caused by circumstances within the pilot's control.

6 Note three: In the event that the FRB is unable to agree on a pay disposition, the matter will
7 be referred to the MEC Chairman and the Senior VP-Flight Operations, or their designees,
8 for resolution.

9 Note four: Once the matter of a pilot's pay has been resolved under this MOU, the FFDR
10 related to such event will be de-identified or destroyed.

11
12 G. This MOU will become effective on its date of signing and will remain in effect for a period
13 of one year following [DOS] unless extended by agreement of the parties, and may be
14 terminated at any time, upon 30 days' written notice by either party. Upon completion of the
15 test period, should both parties agree that the results of the test meet the needs of both parties,
16 the parties intend to enter into a Letter of Agreement to address any further issues or
17 concerns and incorporate the provisions of this MOU into the PWA.

18
19
20 IN WITNESS WHEREOF, the parties have signed this Memorandum of Understanding, this ____
21 day of _____, 2016.

22
23 FOR THE COMPANY

FOR THE ASSOCIATION

24
25
26 _____
27 Stephen M. Dickson
28 Senior Vice President, Flight
29 Operations

Steven J. Uvena
Chairman – MEC Negotiations
Committee