

DELTA PILOT WORKING AGREEMENT



DALMEC

Agreement

Between

DELTA AIR LINES, INC.

and

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

as Represented by the

AIR LINE PILOTS ASSOCIATION,
INTERNATIONAL

Date of Signing: March 2, 2023
Amendable Date: December 31, 2026

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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 such pilot may be entitled under the provisions of the Railway Labor
14 Act, as 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 made effective as of April 1, 2012 by and among
33 Delta Air Lines, Inc., Societe Air France, Koninklijke Luchtvaart Maatschappij N.V. and
34 Compagnia Aerea Italiana, S.p.A., as amended from time to time.
35 9. "AZ" or "Alitalia" means Compagnia Aerea Italiana, S.p.A.10. "Bundle 1" means
36 flying on all routes (a) between Europe, on the one hand and North America, on the other
37 hand, (b) between French Polynesia, on the one hand, and North America on the other
38 hand, until such time as Air France/KLM/Alitalia ceases operations on any such routes,
39 and (c) between AMS, on the one hand, and India on the other hand, until such time as
40 the Company ceases operations between AMS and Mumbai. Terms in this definition are
41 as defined in the Air France/KLM/Alitalia JV Agreement.
42 11. "Category A operation" means the operation of a flight segment by a Delta Connection
43 Carrier:
44 a. that is a Company affiliate, or
45 b. using the DL code under an agreement with Delta that is not a prorate agreement.

Section 1 – Scope

- 1 13. “Category C operation” means the operation of a flight segment by a Delta Connection
2 Carrier under the DL code pursuant to a prorate agreement with Delta.
- 3 14. “Circumstance over which the Company does not have control,” for the purposes of
4 **Section 1** and **Section 21**, means a circumstance that includes, but is not limited to, a
5 natural disaster; labor dispute involving a work stoppage which impairs Company
6 operations (provided such term does not apply to informational picketing or other lawful
7 activity designed to inform the public); grounding of a substantial number of the
8 Company’s aircraft by a government agency; reduction in flying operations because of a
9 decrease in available fuel supply or other critical materials due to either governmental
10 action or commercial suppliers being unable to provide sufficient fuel or other critical
11 materials for the Company’s operations; revocation of the Company’s operating
12 certificate(s); war emergency; owner’s delay in delivery of aircraft scheduled for
13 delivery; manufacturer’s delay in delivery of new aircraft scheduled for delivery. The
14 term “circumstance over which the Company does not have control” will not include the
15 price of fuel or other supplies; any delay by the manufacturer in the delivery of new
16 aircraft to the Company that is (a) known to the Company when it provides its detailed
17 Fleet and Network Plans to the Association in Q4 of any year prior to the year of the
18 scheduled delivery, or (b) less than 45 days; the price of aircraft; the state of the
19 economy; the financial state of the Company; or the relative profitability or
20 unprofitability of the Company’s then-current operations.
21 Note one: For purposes of this definition, Company refers only to Delta Air Lines, Inc.,
22 and not any Company affiliate.
23 Note two: The Company will give ALPA prior written notice of its intent to declare
24 “circumstances over which the Company does not have control,” and its rationale.
- 25 15. “Code” means the unique two-character designator code assigned to an airline by the
26 International Air Transport Association (IATA). If IATA assigns or has assigned more
27 than one designator code for use by Delta, or Hawaiian or by a subsidiary of Delta, or
28 Hawaiian, then such additional designator code(s) will be included within the DL code,
29 or HA code, respectively.
- 30 16. “Company” means Delta Air Lines, Inc.
- 31 17. “Company affiliate” means an affiliate of the Company.
- 32 18. “Company flying” means all flying reserved under **Section 1 C**. for performance by
33 pilots.
- 34 19. “Control” for the purposes of **Section 1**, will exist by entity A over entity B, only if A,
35 whether directly or indirectly through the control of other entities:
36 a. owns securities that constitute and/or are exchangeable into, exercisable for or
37 convertible into more than:
38 1) 30 percent (49 percent with respect to the combined interest of the Company and
39 Company affiliates in a foreign air carrier) of B’s outstanding common stock, or if
40 stock in addition to common stock has voting power, then
41 2) 30 percent (49 percent with respect to the combined interest of the Company and
42 Company affiliates in a foreign air carrier) of the voting power of all outstanding
43 securities of B entitled to vote generally for the election of members of B’s Board
44 of Directors or similar governing body, or
45 b. has the power or right to manage or direct the management of all or substantially all
46 of B’s air carrier operations, or

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- 1 c. has the power or right to designate or provide all or substantially all of B’s officers, or
- 2 d. has the power or right to determine B’s markets or (if B is an air carrier) markets or
- 3 flight schedules or to provide a majority of the following management services for B:
- 4 capacity planning, financial planning, strategic planning, market planning, marketing
- 5 and sales, technical operations, flight operations, and human resources activities, or
- 6 e. has the power or right to appoint or elect or prevent the appointment or election of a
- 7 majority of B’s Board of Directors, or other governing body having substantially the
- 8 powers and duties of a Board of Directors, or
- 9 f. has the power or right to appoint or elect or to prevent the appointment or election of
- 10 a minority of B’s Board of Directors or similar governing body, but only if such
- 11 minority has the power or right to appoint or remove B’s Chief Executive Officer, or
- 12 President, or Chief Operating Officer, or the majority membership of the Executive
- 13 Committee or similar committee on B’s Board of Directors, or the majority
- 14 membership of at least one-half of B’s Board committees.
- 15 20. “Delta” means the Company.
- 16 21. “Delta Connection Carrier” means a domestic air carrier that conducts flying under
- 17 **Section 1 D.**
- 18 22. “Delta Connection flying” means flying conducted by a Delta Connection Carrier for the
- 19 Company.
- 20 23. “Delta hub” means ATL, CVG, DTW, JFK, LAX, LGA, MSP, SEA, SLC, and any other
- 21 airport having a monthly average of at least 100 Delta scheduled flight departures per
- 22 day.
- 23 24. “DL” means:
- 24 a. Delta,
- 25 b. its affiliates, and
- 26 c. any other carrier to the extent of its category A operations of flight segments using
- 27 the DL code.
- 28 25. “Domestic air carrier” means an “air carrier” as defined in 49 U.S.C. Section 40102(a)(2)
- 29 holding an air carrier certificate issued by the Administrator of the FAA under 14 C.F.R.
- 30 Section 119.5.
- 31 26. “EASK” means equivalent available seat kilometers, a measurement of capacity adjusted
- 32 for an aircraft’s seat density and cargo capacity, as defined and calculated in the
- 33 AF/KL/AZ JV agreement.
- 34 27. “Entity” means a natural person, corporation, association, partnership, trust or any other
- 35 form for conducting business, and any combination or concert of any of the foregoing.
- 36 28. “Fleet” means aircraft in service, undergoing maintenance, and operational spares.
- 37 29. “Flight segment,” for the purposes of **Section 1**, means the operation of an aircraft with
- 38 one takeoff and one landing.
- 39 30. “Foreign air carrier” means a “foreign air carrier” as defined in 49 U.S.C. Section
- 40 40102(a)(21).
- 41 31. “Fragmentation transaction” means a transaction (other than a successor transaction) in
- 42 which the Company or a Company affiliate (other than a Company affiliate performing
- 43 flying only on permitted aircraft types) disposes of aircraft, route authority or slots (net of
- 44 aircraft, route authority or slots acquired within the 12-month period preceding such
- 45 transaction or acquired in a related transaction), which produced 10% or more of the
- 46 operating revenue, block hours or available seat miles of the Company or Company

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- 1 affiliate as applicable (excluding revenue, block hours or available seat miles of
2 Company affiliates performing flying only on permitted aircraft types) during the 12
3 months immediately prior to the date of the agreement resulting in the fragmentation
4 transaction.
- 5 32. “Hawaiian” or “HA” means Hawaiian Airlines, Inc.
- 6 33. “Hawaiian marketing agreement” means the Amended and Restated Codeshare
7 Agreement dated as of August 2, 2010 by and between Delta Air Lines, Inc. and
8 Hawaiian Airlines, Inc., as amended from time to time.
- 9 35. “Industry standard interline agreement” means an agreement or other arrangement
10 between or among two or more carriers, such as the International Air Transport
11 Association’s “multilateral interline traffic agreements”, or an “interline ticket and
12 baggage agreement”, establishing rights and obligations relating to the acceptance and
13 accommodation of interline passengers and shipments.
- 14 36. “Interim period” means the period between the closing date of the corporate transaction
15 pursuant to which the Company or any Company affiliate acquires control of the acquired
16 airline (the “closing date”) and the later of the effective date of an integrated seniority list
17 or the effective date of a single collective bargaining agreement covering the pilots and
18 airmen involved.
- 19 37. “International operation” means a flight segment to or from an airport, or between
20 airports, located outside the contiguous 48 states of the United States.
21 Exception: A flight segment between an airport located in the mainland United States
22 and Alaska will not be considered an international operation.
- 23 38. “International partner flying” means flying performed by any foreign air carrier (which is
24 not a Company affiliate):
- 25 a. under or utilizing a designator code, trade name, brand, logo, trademarks, service
26 marks, aircraft livery or aircraft paint scheme currently or in the future utilized by the
27 Company or any Company affiliate, and/or
28 b. on aircraft on which the Company or any Company affiliate has purchased or
29 reserved blocked space or blocked seats for sale or resale to customers of the
30 Company or any Company affiliate.
- 31 39. “KL” or “KLM” means Koninklijke Luchtvaart Maatschappij N.V.
- 32 40. “Mainland United States” means the contiguous 48 states of the United States.
- 33 41. “Material change” means an amendment to the Hawaiian marketing agreement that:
- 34 a. affects the codeshare or prorate terms or conditions of the Hawaiian marketing
35 agreement and,
36 b. has or would have an adverse material economic impact on:
- 37 1) the structure or benefits of the Hawaiian marketing agreement to Delta, or
38 2) a substantial number of the Delta pilots.
- 39 42. “Month,” for the purposes of *Section 1*, means calendar month.
- 40
- 41 44. “Northwest” means Northwest Airlines, Inc.
- 42 45. “Pacific flying” means flying on all routes (a) across the Pacific or Arctic ocean between
43 North America (including Hawaii), on the one hand and Asia or Oceania, on the other
44 hand, (b) between Asia, on the one hand and Oceania, on the other hand, and (c) to/from
45 points within Asia.
- 46 46. “Parent” means any entity that controls another entity.

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1 47. “Permitted aircraft type” means:

- 2 a. an aircraft operated by Delta Private Jets as an affiliate of the Company (or a
3 successor to Delta Private Jets that remains an affiliate of the Company), certificated
4 in the United States for 19 or fewer passenger seats and with a maximum certificated
5 gross takeoff weight in the United States of 65,000 or fewer pounds,
6 Exception: Up to five aircraft certificated in the United States for 19 or fewer
7 passenger seats may have a maximum certificated gross takeoff weight in the United
8 States of 99,900 or fewer pounds,
9 and
10 b. one of up to 125 aircraft (other than the aircraft in *Section 1 B. X. a.*) certificated for
11 operation in the United States for 50 or fewer passenger seats and with a maximum
12 certificated gross takeoff weight in the United States of 65,000 or fewer pounds (“50-
13 seat aircraft”), and
14 c. one of up to 102 aircraft configured with 51-70 passenger seats and certificated in the
15 United States with a maximum gross takeoff weight of 86,000 pounds or less (“70-
16 seat aircraft”), and
17 d. one of up to 223 aircraft configured with 71-76 passenger seats and certificated in the
18 United States with a maximum gross takeoff weight of 86,000 pounds or less (“76-
19 seat aircraft”).

20 Note: If on January 1, 2014, or any succeeding January 1 thereafter, the number of
21 50-seat aircraft in category A or C operations exceeds the maximum permitted
22 number, the Company will require carriers that engage in category A or C operations
23 to suspend or cease operations on a sufficient number of 50-seat aircraft or 76-seat
24 aircraft to comply with these requirements within 60 days and to remain in
25 compliance thereafter. The Company will be excused from compliance with the
26 provisions of this Note in the event a circumstance over which the Company does not
27 have control is the cause of such non-compliance.

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

31 Exception two: In the event the hiring or flow provisions of NWA LOA 2006-10 or
32 LOA #9 cease to be available, either at the feeder carrier affiliate referenced in such
33 LOAs or at another carrier, the number of permitted 76-seat aircraft in *Section 1 B. X.*
34 *d.* will be reduced by 35.

35 48. “Pilot” means an employee of Delta Air Lines, Inc. whose name appears on the Delta Air
36 Lines Pilots’ system seniority list.

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

40 49. “Pilot Working Agreement” or “PWA” means the basic collective bargaining agreement
41 between Delta Air Lines, Inc. and the air line pilots in the service of Delta Air Lines, Inc.
42 as represented by the Air Line Pilots Association, International, together with all effective
43 amendments, supplemental agreements, letters of agreement, and letters of understanding
44 between the Company and the Association.

45 50. “Profit/loss sharing agreement” means an agreement or arrangement in which the
46 Company or a Company affiliate shares in the economic performance of one or more

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1 other carriers and/or of its or their affiliate or affiliates, through incremental revenue
2 sharing or the sharing of profits or losses in connection with the Company’s and the other
3 carrier or carriers’ carriage of passengers. An agreement or arrangement that constitutes
4 an industry standard interline agreement, a codeshare agreement with a carrier engaged in
5 international partner flying in which there is no sharing in the economic performance of
6 the carrier’s flying through incremental revenue sharing or the sharing of profits or
7 losses, a prorate agreement, a sales/super commission agreement, the Hawaiian and
8 Alaska marketing agreements, and an arrangement between the Company and any
9 Company affiliate and one or more Delta Connection Carriers is not a profit/loss sharing
10 agreement.

11 51. “Prorate Agreement” means an agreement between the Company or a Company affiliate
12 and another carrier or its affiliate for the proration of interline revenue between them,
13 under a standard interline prorate formula, and in a manner that provides no economic
14 benefit to the Company other than from the carriage of passengers by the Company. The
15 term "economic benefit" does not include the reimbursement of distribution costs or
16 industry standard interline service charges.

17 52. “Scheduled block hour” means an hour of scheduled block time.

18 53. “Subsidiary” means any entity that is controlled by another entity.

19 54. “United States” means the United States and its possessions and territories including but
20 not limited to the Commonwealth of Puerto Rico.

21 58. “VS” or “Virgin Atlantic” means Virgin Atlantic Airways Limited and any controlled
22 foreign air carrier affiliate of Virgin Atlantic Limited.

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

34 Note two: In the event the owners of Virgin Atlantic Limited form an entity or use an
35 existing entity (“Entity X”) through which they hold their investment in Virgin Atlantic
36 Airways Limited, then that Entity X will replace all references to Virgin Atlantic Limited
37 in **Section 1 B. 58.**, including **Note one** thereunder and in **Section 1 R. 2. a. Note b.**, for
38 purposes of determining whether there is a controlled foreign air carrier affiliate. For
39 example, if there is any such substitution of Entity X for Virgin Atlantic Limited, **Section**
40 **1 B. 58.** would read: “‘VS’ or ‘Virgin Atlantic’ means Virgin Atlantic Airways Limited
41 and any controlled foreign air carrier affiliate of Entity X.”

42 Note three: In the event the Company divests its equity interest in Virgin Atlantic
43 Limited or any entity that controls, directly or indirectly, Virgin Atlantic Airways
44 Limited, **Section 1 B. 58. Notes one** and **two** will be null and void and the definition of
45 “VS” or “Virgin Atlantic” and the provisions of **Section 1 R.** will revert to the versions in
46 effect as of the day prior to December 1, 2016.

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

9 59. “VS JV” means the business relationship between Delta and Virgin Atlantic as embodied
10 in the Joint Venture Agreement between Delta and Virgin Atlantic as in effect on January
11 1, 2014.

12 C. Scope

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

- 14 1. All flying performed by or for the Company or any Company affiliate will be performed
15 by pilots in accordance with the terms and conditions of this PWA.
- 16 2. **Section 1 C. 1.** includes without limitation all passenger flying, cargo flying, freight
17 flying, positioning flights, and ferry flights (scheduled and non-scheduled, revenue and
18 non-revenue) and non-scheduled flights as defined in **Section 2** of this PWA:
 - 19 a. performed by or for the Company or any Company affiliate on aircraft owned, leased
20 or operated by the Company or any Company affiliate;
 - 21 b. performed on aircraft under the operational control of the Company or any Company
22 affiliate (excluding advisory flight planning and following services provided by the
23 Company on a fee for service basis to other air carriers);
 - 24 c. performed for the Company or any Company affiliate by any Company affiliate or
25 other air carrier;
 - 26 d. performed by any air carrier under or utilizing a designator code, trade name, brand,
27 logo, trademarks, service marks, aircraft livery or aircraft paint scheme currently or in
28 the future utilized by the Company or any Company affiliate, or performed on aircraft
29 on which the Company or any Company affiliate has purchased or reserved blocked
30 space or blocked seats for sale or resale to customers of the Company or any
31 Company affiliate;
 - 32 e. performed by Delta pilots for any other air carrier.
- 33 3. There will be no contracting or subcontracting of any Company flying to any other air
34 carrier or performance of Company flying by pilots of any other air carrier without the
35 prior written consent of the Delta MEC.
- 36 4. Nothing in **Section 1 C.** will be interpreted to cover flying performed by an air carrier
37 other than the Company or a Company affiliate, merely because of its participation in
38 industry standard interline agreements.
- 39 5. Nothing in **Section 1 C.** will be interpreted to cover flying performed by an air carrier
40 other than the Company or any Company affiliate, merely because of its participation in
41 the Company’s or any Company affiliate’s frequent flyer miles program under which
42 passengers of such other carrier by frequent travel on board the aircraft of that carrier or
43 its affiliate, may earn travel or other awards.
44
45

Section 1 – Scope

- 1 6. Neither the Company nor any Company affiliate will establish or maintain a pilot base at
2 any point outside the United States unless all Company flying to and from such base is
3 conducted by pilots who continue at all times to be covered in all respects by this PWA
4 and the Railway Labor Act. Bidding and staffing for such base will be governed by the
5 PWA without regard to visa or immigration requirements. The Company and any air
6 carrier affiliate that is controlled by either the Company or a Parent Company (formed as
7 described in **Section 1 L. 1. d.**) will continue at all times as domestic air carriers and will
8 maintain their headquarters for their senior executive personnel in the fifty United States.
- 9 7. The Company and its Company affiliates will not train, or contract for training of,
10 persons other than Delta pilots to perform Company flying.
- 11 8. The Delta name will be prominently displayed on all Company aircraft performing
12 Company flying.
- 13 9. Minimum of Two Qualified, Type-Rated Pilots on the Aircraft
14 a. No aircraft performing Company flying will operate with fewer than two pilots.
15 b. If the applicable regulatory authority permits a Delta partner to operate a passenger
16 aircraft with fewer than two qualified, type-rated airmen on its flight deck, the
17 Company and the Association will meet for the purposes of negotiating whether such
18 partner will continue performing flying permitted as an exception to **Section 1 C.**

20 D. Permitted Arrangement with Respect to Category A and C Operations

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

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- 1 Exception: If a carrier or an affiliate of a carrier that performs category A or C
2 operations acquires an aircraft that would cause the Company to no longer be in
3 compliance with the provisions of *Section 1 D. 2. c.*, the Company will terminate
4 such operations on the date that is the later of the date such aircraft is placed in
5 revenue service, or nine months from the date that the Company first became aware
6 of the potential acquisition.
- 7 3. *Section 1 C.* will not apply to flying performed by a Company affiliate on permitted
8 aircraft types.
- 9 4. At least 85% of all category A and C operations each month will be under 900 statute
10 miles.
- 11 5. At least 90% of all category A and C operations each month will operate to or from the
12 following airports: Atlanta, Cincinnati, Detroit, Fort Lauderdale, Los Angeles,
13 Minneapolis, New York Kennedy, New York LaGuardia, Orlando, Salt Lake City,
14 Seattle, and Tampa, regardless of the number of daily departures of Company flying at
15 such airports, and any other airport in a month in which such other airport has a monthly
16 average of more than 50 daily departures of Company flying.
- 17 6. No more than 6% of category A and C operations each month will be between the
18 airports in *Section 1 D. 5.* For purposes of *Section 1 D. 6.*, Delta Connection flying
19 operated between FLL and TPA, FLL and MCO, or TPA and MCO will not be
20 considered flying between airports in *Section 1 D. 5.*
- 21 7. Delta Connection flying aircraft will only bear the name “Delta” as part of a phrase
22 referencing a Connection-type operation.
- 23 8. *Section 1 C.* will not apply to prevent the Company or any Company affiliate from
24 acquiring control of a domestic air carrier that operates aircraft other than permitted
25 aircraft types (a domestic air carrier that the Company or any Company affiliate acquires
26 control of is referred to for purposes of *Section 1 D. 8.* as an “acquired airline”) and
27 operating such acquired airline pending a merger of the Company and the acquired
28 airline, provided that:
- 29 a. the Company agrees to operationally merge with the acquired airline and become a
30 single corporation, a single carrier under the Federal Aviation Act and a single
31 transportation system under the Railway Labor Act, with a single air carrier
32 certificate, a single pilot class or craft, not later than six months after the later of:
33 1) the effective date of issuance of a final and binding integrated pilot seniority list,
34 or
35 2) the effective date of a single bargaining agreement.
- 36 b. the pilot seniority lists of the Company and the acquired airline will be integrated
37 pursuant to Association merger policy if both groups are represented by the
38 Association, or if the airmen of the acquired airline are not represented by the
39 Association, then pursuant to Sections 3 and 13 of the Allegheny-Mohawk Labor
40 Protective Provisions as provided in Section 117 of Public Law 110-161.
- 41 1) In the event the pilot seniority lists are integrated pursuant to Association merger
42 policy, the integrated seniority list produced by the Association, including any
43 attendant conditions and restrictions, will be subject to the approval of the
44 Company, and will be submitted to the Company for approval within twelve
45 months of the date the Company or any affiliate acquired control of the acquired
46 airline. The Company will accept the integrated seniority list produced under

Section 1 – Scope

1 Association merger policy, provided that none of the attendant conditions and
2 restrictions therein:

- 3 a. require a system flush whereby pilots may displace any other pilots from the
4 latter's position,
- 5 b. require a pilot to be compensated for flying not performed (e.g. differential
6 pay for a position not flown),
- 7 c. bar a pilot who, at the time of implementation of an integrated seniority list, is
8 in the process of completing or who has completed qualification training for a
9 new position (e.g., A-350 Captain or A-320 First Officer) from being assigned
10 to the position for which they have been trained, regardless of the pilot's
11 relative standing on the integrated seniority list;
- 12 d. significantly increase the Company's costs, or
- 13 e. provide that a pilot will be displaced from the pilot's position by a pilot of the
14 other pre-merger pilot group solely as the result of the implementation of, or
15 the expiration of, any condition or restriction.

- 16 2) The Company will provide the Association with its decision as to approval or
17 disapproval (including its reasons for disapproval based on **Section 1 D. 8. b. 1)**
18 **a) – e)**) of the integrated seniority list produced by the Association within two
19 weeks following receipt of the integrated seniority list. If the Association does
20 not without good cause produce and present an integrated seniority list to the
21 Company for approval within twelve months of the date the Company or any
22 affiliate acquired control of the acquired airline, the pilot and airman seniority
23 lists of the Company and the acquired airline, respectively, will be integrated
24 pursuant to the arbitration procedures set forth in **Section 1 D. 8. b. 3)**.
- 25 3) The Company's decision to reject a list produced by the Association under
26 **Section 1 D. 8. b. 1)** is subject to **Section 1 M.** Any time between such Company
27 decision and the filing of a grievance under **Section 1 M.** challenging the
28 Company's failure to approve a list produced under **Section 1 D. 8. b. 1)** will be
29 excluded from the twelve-month period under **Section 1 D. 8. b. 1)** and 2). The
30 Association may modify the attendant conditions and restrictions and resubmit it
31 to the Company for approval within three months after the date of such rejection,
32 or the date of an award under **Section 1 M.**, or at the election of the Association,
33 the Association and the Company will submit to an arbitrator mutually selected by
34 the Association and the Company for a final and binding decision, the choice of
35 attendant conditions and restrictions produced by the Association and produced
36 by the Company. If the seniority list integration issue is to be submitted to an
37 arbitrator and the Company and the Association cannot agree on the selection of
38 an arbitrator, the arbitrator will be selected from the list of arbitrators referred to
39 in **Section 19**, utilizing the alternate strike-off method, with the right to first strike
40 a name from such list determined by the toss of a coin.
- 41 4) If the Association does not resubmit modified attendant conditions and
42 restrictions within the permitted time period or does so resubmit modified
43 attendant conditions and restrictions list that are again rejected by the Company,
44 then the matter will be decided through the arbitration procedure set forth in the
45 third and fourth sentences of **Section 1 D. 8. b. 3)**.

Section 1 – Scope

- 1 c. wages and benefits for the airmen of the acquired airline, to be effective upon the
2 integration of the two seniority lists, will be negotiated between the Company and the
3 Association. Nothing herein will entitle either the Company or the Association to
4 negotiate any other provision of this PWA except as this PWA otherwise permits.
- 5 d. during the interim period the aircraft (including owned aircraft, leased aircraft, and all
6 orders to purchase aircraft) of each pre-merger airline will remain separated. Such
7 pre-merger aircraft of the Company will be operated by pilots in accordance with the
8 terms and conditions of this PWA. Such pre-merger aircraft of the acquired airline
9 will be operated by airmen on its seniority list. Nothing in *Section 1 D. 8. d.* will
10 apply to prevent the Company from removing any aircraft from the fleet of either
11 airline. In the event aircraft are removed from either fleet prior to the operational
12 merger the Company and its Company affiliates will make reasonable efforts
13 consistent with the then existing financial and operational needs of the service, to
14 ensure that the ratio of the total number of aircraft block hours operated by pilots to
15 the aircraft block hours operated by airmen of the acquired airline (“block hour
16 ratio”) is not reduced below the block hour ratio that existed on the date the Company
17 or any Company affiliate acquired control of the acquired airline.
- 18 1) during the interim period, any aircraft delivered to the Company which are of an
19 aircraft type operated by pilots in a Delta category (excluding any orders by the
20 acquired carrier, as listed in the most recent 10-K filing of that carrier (or an
21 affiliate of that carrier) preceding the merger announcement date), will be
22 operated by pilots in accordance with the terms and conditions of this PWA.
- 23 2) during the interim period, no less than *X* percent of all aircraft delivered to the
24 Company of each type not operated by the Company prior to the closing date
25 (excluding any orders by the acquired carrier, as listed in the most recent 10-K
26 filing of that carrier (or an affiliate of that carrier) preceding the merger
27 announcement date), will be operated by pilots in accordance with the terms and
28 conditions of this PWA. *X* percent will equal the aggregate number of Company
29 aircraft block hours divided by the combined aircraft block hours of the Company
30 and the acquired carrier in the full twelve-month period prior to the closing date.
- 31 e. during the interim period, the scheduled pilot block hours in any month will not be
32 less than the scheduled pilot block hours in the same month of the twelve-month
33 period prior to the closing date of the corporate transaction. The Company will be
34 excused from compliance with such minimum scheduled aircraft block hours
35 requirement if either a circumstance over which the Company does not have control,
36 or a governmental agency requirement causing the Company to reduce or cancel
37 service as a condition of approval of the transaction, is the cause of such non-
38 compliance.
- 39 9. The Company will maintain a minimum ratio of revenue block hours of Company flying
40 on all narrowbody aircraft and all B-767-300 (non – ER) aircraft (MBH) to revenue block
41 hours of flying in category A and C operations (DBH) of 1.7.
- 42 a. The Company’s compliance with the minimum ratio of MBH to DBH will be
43 measured for the first time on July 1, 2014 and then measured again each succeeding
44 July 1 thereafter, in each instance for the preceding 12 months on a weighted basis by
45 the number of 76-seat aircraft in category A or C operations each month.

Section 1 – Scope

- 1 b. Beginning on July 1, 2013, and continuing on each succeeding January 1 and July 1
2 thereafter, the Company will provide to the Association a projection of scheduled
3 MBH and DBH for the following six-month period commencing on such July 1 or
4 January 1, as applicable.
- 5 c. The Company will only be excused from compliance with the minimum ratio of
6 MBH to DBH:
 - 7 1) if it was projected to be in compliance with the minimum ratio of MBH to DBH
8 in both of the preceding six-month projection periods (i.e., both the January 1 and
9 July 1 projections of the preceding 12 months), or
 - 10 2) in the event a circumstance over which the Company does not have control is the
11 cause of such noncompliance.
- 12 d. In the event the Company is excused from compliance with the minimum ratio of
13 MBH to DBH under **Section 1 D. 9. e. 1**), it must remedy its non-compliance by the
14 following January 1 by achieving the minimum ratio of MBH to DBH as measured
15 for the prior twelve months (i.e., January 1 of the then-current year to December 31 of
16 the then-current year).
- 17 10. The Company will fill a minimum of 35% of the aggregate of all positions in Delta pilot
18 new-hire classes in each trailing twelve-month period (to the extent airmen are available)
19 with ALPA-represented airmen at Delta Connection Carriers, subject to such airmen
20 meeting the Company's competitive hiring standards, and subject to the Company's
21 objectives for diversity and experience among newly hired pilots. Airmen who flow up
22 pursuant to LOA #9 and LOA #10 count toward satisfaction of such minimum
23 percentage.
- 24 11. The Company will offer preferential interviews for employment to airmen employed by
25 carriers whose airmen were represented by the Association at the time those carriers
26 ceased operations, subject to the Company's objectives for diversity and experience
27 among newly hired pilots and subject to **Section 1 D. 10**.

28 E. Permitted Arrangements with Foreign Air Carriers

- 29 1. **Section 1 C.** will not apply to international partner flying under **Section 1 E.**
- 30 2. Without the consent of the Delta MEC, neither the Company nor any Company affiliate
31 will enter into or maintain an agreement or arrangement with any foreign air carrier
32 performing international partner flying that permits the Company or any Company
33 affiliate to book or ticket under the Company's or Company affiliate's designator code,
34 reserve, block, and/or purchase for resale:
 - 35 a. more than 40% of the passenger seats in any month on any pair of flight segments in
36 a city pair (e.g., CDG-ATL-CDG) of such foreign air carrier,
 - 37 b. a monthly average of more than 175 passenger seats per flight segment (e.g., CDG-
38 ATL or ATL-CDG) of such foreign air carrier on flying other than flying covered by
39 **Section 1 E. 2. c.** and **d.**, or
 - 40 c. a monthly average of more than 75 passenger seats per flight segment of such foreign
41 air carrier to and from Mexico, the Caribbean, Canada or Central America, and
 - 42 d. a monthly average of more than 100 passenger seats per flight segment of such
43 foreign air carrier on any Fifth Freedom flight segment between Japan and the
44
45

Section 1 – Scope

- 1 People’s Republic of China (i.e., Mainland China including HKG), the Republic of
2 China (i.e., Taiwan), and the Republic of Korea, and
3 e. passenger seats on any Fifth Freedom flight segment between Japan and Asian cities
4 beyond Japan unless the Company scheduled during the previous rolling 12 month
5 period, measured at the end of each calendar quarter, the greater of:
6 1) 182,750 aircraft block hours of Pacific flying, or
7 2) 85% of the total aircraft block hours of Pacific flying in the previous
8 measurement period.

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

- 12 3. If the Company’s and a Company affiliate’s combined ownership level (i.e., the
13 percentage of ownership referred to in *Section 1 B. X. a.*) in a foreign air carrier exceeds
14 25%, the Company flying block hours scheduled in any month between the United States
15 and any country to or from which the foreign air carrier operates from or to the United
16 States, will not be less than the Company flying block hours scheduled between the two
17 countries in the same month of the twelve-month period prior to the month in which the
18 Company’s ownership level first exceeds 25%. The Company will be excused from
19 compliance with this provision in the event a circumstance over which the Company does
20 not have control is the cause of such non-compliance.
- 21 4. No foreign air carrier will in the performance of international partner flying take on for
22 hire, persons, property or mail at any point within the United States that is destined to be
23 transported by such foreign air carrier to any other point within the United States.
- 24 5. Neither the Company nor a Company affiliate will place its code on the flight of a foreign
25 air carrier that operates any flights in which it takes on for hire persons, property or mail
26 at any point in the United States that is destined to be transported to any other point
27 within the United States, except for property transported between the state of Alaska and
28 the mainland United States pursuant to 49 U.S.C. § 41703(e).
- 29 6. The Company will join the Association in opposing any change in U.S. law that would
30 permit foreign air carriers to take on for hire, persons, property or mail at any point
31 within the United States that is destined to be transported by such foreign air carrier to
32 any other point within the United States, and in opposing any change in U.S. law that
33 would permit persons other than U.S. citizens to increase their ownership above the level
34 permitted as of March 1, 2012, or to acquire control of Delta.
- 35 7. In addition to all other restrictions specified in *Section 1*, the Company or a Company
36 affiliate may only enter into or maintain a profit/loss sharing agreement with a foreign air
37 carrier engaged in international partner flying the home country of which is served by at
38 least four Company roundtrips per week between the U.S. and that country.
- 39 8. In the event the Company or a Company affiliate enters into or maintains a profit/loss
40 sharing agreement with a foreign air carrier, Company flying between the United States
41 and the home country of such foreign air carrier as well as any country to which such
42 foreign air carrier operates nonstop from the United States will, in each rolling three
43 month period, be no less than the Company’s scheduled block hours of Company flying
44 between the United States and any such country in the same three months of the twelve-
45 month period prior to the month in which such agreement first became effective. Further,
46 in each trailing twelve-month period measured at the end of each calendar quarter, the

Section 1 – Scope

1 Company’s share of revenue block hours flown under the profit/loss sharing agreement
2 will be at least 75% of the Company’s share of revenue subject to the profit/loss sharing
3 agreement and generated by flying conducted on segments subject to the profit/loss
4 sharing agreement in that twelve-month period. The Company will be excused from
5 compliance with either or both of these provisions in the event a circumstance over which
6 the Company does not have control is the cause of such non-compliance.

- 7 9. Except as approved by the Delta MEC, or as otherwise provided by **Section 1 E.**, a
8 carrier engaged in international partner flying will maintain a separate operating and
9 corporate identity from the Company including, but not limited to, name, trade name,
10 logo, livery, trademarks or service marks. The Delta MEC may, at its option, approve the
11 use by a carrier engaged in international partner flying of a trade name, brand, logo,
12 trademarks, service marks, aircraft livery or aircraft paint scheme currently or in the
13 future utilized by the Company or any Company affiliate.
- 14 10. The Company will review with the Association any Company plans to amend a
15 profit/loss sharing agreement or enter into a new profit/loss sharing agreement. Before
16 any such amended or new profit/loss sharing agreement is finalized, the parties will meet
17 for the purposes of negotiating terms applicable to such amended or new profit/loss
18 sharing agreement. If the parties reach an agreement on a production balance (i.e., a ratio
19 of block hours, EASKs, frequencies, ASMs, or other parameters, performed by Delta
20 compared to those performed by the other carrier(s) in the agreement) under an amended
21 or new profit/loss sharing agreement, then the provisions of **Section 1 E. 2. a. – d.** and
22 **Section 1 E. 7.** and **8.** will not apply to Company flying performed under that profit/loss
23 sharing agreement.

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

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

Section 1 – Scope

1 F. Company Affiliates and Successors

- 2
- 3 1. The PWA will be binding upon any Company affiliate. The Company will not conclude
- 4 any agreement or arrangement that establishes or that will establish a Company affiliate
- 5 unless the entity that will become such Company affiliate agrees in writing as an
- 6 irrevocable condition of such agreement or arrangement to be bound by the PWA and if
- 7 the affiliate is an air carrier or parent or subsidiary of an air carrier, to operate as part of a
- 8 single carrier with the Company under the PWA, unless the affiliate operates only
- 9 permitted aircraft types.
- 10 2. The PWA will be binding upon any successor, including without limitation, any merged
- 11 company or companies (as defined in Section 2. (a) of the Allegheny-Mohawk Labor
- 12 Protective Provisions), assignee, purchaser, transferee, administrator, receiver, executor
- 13 and/or trustee of all or substantially all of the equity securities and/or assets of the
- 14 Company or any affiliate (a “successor”) whether as a result of a single transaction or
- 15 multi-step transactions (a “successorship transaction”). Neither the Company nor any
- 16 affiliate will conclude any agreement with a successor for a successorship transaction, or
- 17 that will result in or create a successor, unless the successor agrees in writing to assume
- 18 and be bound by the PWA, to recognize the Association as the representative of the pilots
- 19 consistent with the Railway Labor Act, and to agree that the employment of such pilots
- 20 will be pursuant to the terms of the PWA.
- 21 3. If a Company affiliate or successor is an air carrier or controls or is controlled by an air
- 22 carrier (other than an air carrier that operates only permitted aircraft types), the
- 23 requirements of **Section 1 D. 8. a. – e.** will govern the resulting operational merger,
- 24 provided that the following specific provisions will apply to such Company affiliate or
- 25 successor if the Company affiliate or successor controls or acquires control of the
- 26 Company, and provided further that this provision will not affect the relationship between
- 27 the Company and any of its non air-carrier Company affiliates:
- 28 a. Subject to **Section 1 F. 3. b., c., and d.**, the provisions of **Section 1 D. 8. a. – e.** will
- 29 be construed so that those procedures will apply to **Section 1 F. 3.** as in the
- 30 circumstances where the Company is the acquiring entity.
- 31 b. If a Company affiliate or successor did not employ a pre-existing airmen group (as
- 32 defined in **Section 1 F. 3. d.**), the resulting seniority list of the merged operation will
- 33 consist of the pilot seniority list, followed by airmen hired by the Company affiliate
- 34 or successor whether before or after the date of the operational merger.
- 35 c. If a Company affiliate or successor employed a pre-existing airmen group, the pilot
- 36 and airmen seniority lists of the Company and the Company affiliate or successor will
- 37 be integrated pursuant to Association merger policy if both groups are represented by
- 38 the Association (in which case **Section 1 D. 8. b. 1) – 4)** will apply), or if the airmen
- 39 of the Company affiliate or successor are not represented by the Association, then
- 40 pursuant to Sections 3 and 13 of the Allegheny-Mohawk Labor Protective Provisions
- 41 as provided in Section 117 of Public Law 110-161.
- 42 d. For purposes of **Section 1 F. 3.**, the phrase “employed a pre-existing airmen group”
- 43 means that the entity involved (or any entity that it controls or is controlled by)
- 44 employed airmen continuously from a date at least sixty days prior to the date of the
- 45 agreement resulting in the entity becoming a Company affiliate or successor.

Section 1 – Scope

- 1 4. Before concluding any agreement or arrangement which would result in a successorship
2 transaction or establish a Company affiliate, the Company will provide advance notice to
3 the Association (to the extent consistent with the Company’s legal obligations regarding
4 disclosure of information related to the agreement or arrangement) of the successorship
5 transaction or establishment of a Company affiliate.
6

7 G. Change in Control 8

- 9 1. In the event that through a single transaction or multi-step related transactions, any entity
10 acquires control of the Company or any Company affiliate air carrier that operates other
11 than permitted aircraft types (any such transaction, a “change in control”), the
12 Association will have the right in its sole discretion upon written notice to the Company
13 within 60 days of receiving written notice of the change in control, to either:
14 a. serve a Section 6 notice to reopen the PWA in whole or in part, or
15 b. extend the duration of the PWA for one, two or three years, at the Association’s
16 option, past the amendable date with 3% annual wage increases on the amendable
17 date and on the subsequent anniversary date(s) of the amendable dates, if applicable.
18 2. **Section 1 G. 1.** will not apply if the transaction that constitutes a “change in control”
19 consists solely of a corporate form restructuring that creates a parent holding company of
20 the Company, whose shareholders and Board of Directors at the closing of the transaction
21 are substantially the same as the shareholders and Board of Directors of the Company
22 immediately preceding the transaction. **Section 1 G. 1.** also will not apply to a
23 transaction during the Company’s Chapter 11 reorganization or to a plan of
24 reorganization resulting in emergence from Chapter 11.
25 Exception: If, as a result of a transaction during the Company’s Chapter 11
26 reorganization or plan of reorganization resulting in emergence from Chapter 11, the
27 acquiring entity is an air carrier or controls or is controlled by an air carrier, the
28 Association will have the right in its sole discretion upon written notice to the Company,
29 within 60 days of receiving written notice of the change in control, to extend the duration
30 of the PWA for one, two or three years, at the Association’s option, past the amendable
31 date, with 3% annual wage increases on the amendable date and on the subsequent
32 anniversary date(s) of the amendable dates, if applicable.
33 3. **Section 1 G. 1.** will not apply to any entity that is an IRS qualified employee benefit plan
34 of the Company (or a parent), or a trustee or other fiduciary of such plan acting in its
35 capacity as such, provided that the plan is one in which (i) all pilots who meet the general
36 service requirements applicable to all participants are entitled to participate; (ii) stock of
37 the Company or Company affiliate allocated to accounts of participants is voted in
38 accordance with the instructions of the participants if any are given and (iii) the trustee
39 voting unallocated stock is a nationally recognized bank or financial institution. If stock
40 in the plan which is not required to be voted in accordance with directions of the
41 participants is tendered to an entity outside the plan, such stock will be deemed to be no
42 longer owned by the plan for purposes of **Section 1 G. 3.**
43
44

Section 1 – Scope

1 H. Opportunity to Make Competing Proposal

2
3 In the event the Company receives a proposal for a transaction that would, if completed,
4 result in a successor or change in control, and the Company determines to pursue or facilitate
5 the proposal the Company and/or Company affiliate will in good faith seek to provide the
6 Association with the opportunity to make a competing proposal at such time and under such
7 circumstances as the Board of Directors of the Company and/or Company affiliate
8 reasonably determines to be consistent with their fiduciary duties.
9

10 I. General Furlough Protection

- 11
- 12 1. No pilot on the seniority list will be placed on furlough with less than 90 days advance
13 written notice.
- 14 2. No pilot on the seniority list will be placed on furlough if the staffing at the time of notice
15 or at time of furlough is less than the PBS Staffing Formula (*Section 22 C.*) for any
16 position.
- 17 3. No pilot will be placed on furlough as the result of the Company or a Company affiliate's
18 acquisition of control of another air carrier or of another air carrier's acquisition of
19 control of the Company or a Company affiliate, commencing on the date of
20 consummation of the agreement resulting in the acquisition of control and continuing for
21 24 months following the closing of such agreement between the Company or a Company
22 affiliate and the other air carrier.
- 23 4. The Company will be excused from compliance with the provisions of *Section 1 I. 1., 2.,*
24 *and 3.* in the event a circumstance over which the Company does not have control is the
25 cause of such noncompliance.
- 26 5. A carrier that operates 70- or 76-seat aircraft in category A or C may do so only if that
27 carrier and the Company have agreed that the carrier will make offers of employment to
28 furloughed pilots before any other candidate for hire (subject to a furloughed pilot's
29 completing the hiring carrier's standard new-hire airman paper work, meeting the hiring
30 carrier's standard new-hire airman hiring standards and medical qualifications, satisfying
31 the hiring carrier's standard background checks, and successfully completing an
32 interview). Such offers will be made in pilot seniority order. A furloughed pilot hired by
33 a Delta Connection Carrier will not be required to resign their Delta seniority number in
34 order to be hired by such carrier. Preferential hiring rights at Delta Connection Carriers
35 for pilots furloughed by the Company provided herein will be in addition to any rights to
36 be hired or to flow down that such furloughed pilots may have pursuant to NWA LOA
37 2006-10 and LOA #9. The provisions of *Section 1 I. 5.* will apply to carriers that operate
38 70- or 76-seat aircraft for the Company as a result of a merger transaction no later than
39 one year after the closing date of that merger transaction.
- 40 6. If a pilot on the seniority list with an employment date prior to March 2, 2023 is placed
41 on furlough, the Company will convert all 76-seat aircraft for operation as 70-seat
42 aircraft. The number of such aircraft will continue to be limited by *Section 1 B. X. d.* as
43 though they were being operated as 76-seat aircraft. The Company may again commence
44 operating such aircraft as 76-seat aircraft effective on the date that the most junior pilot
45 protected by the first sentence of this provision is recalled from furlough.
46

Section 1 – Scope

1 J. Fragmentation Transaction

2
3 As a condition of any fragmentation transaction, the Company will, at the request of the
4 Association, require the transferee of assets to:

- 5 1. employ a certain number of Delta pilots based on the number of crewmembers that will
6 be required by the transferee for the operation of the transferred assets (not counting
7 airmen employed by the transferee);
- 8 2. offer employment to the Delta pilots selected for the right to transfer according to
9 eligibility criteria determined by agreement between the Company and the Association
10 or, in the absence of such agreement, by a neutral arbitrator; an offer of employment
11 rejected by a pilot will in turn be offered to the next eligible pilot, if any, under the
12 criteria determined under **Section 1 J. 2.** but will not increase the number of eligible
13 pilots;
- 14 3. provide that the transferring pilots will be integrated with the transferee’s pilots pursuant
15 to Association Merger Policy if the transferee’s pilots are represented by the Association
16 or, if otherwise, pursuant to Sections 3 and 13 of the Allegheny-Mohawk Labor
17 Protective Provisions.

18 19 K. Labor Dispute

20
21 During a labor dispute involving an air carrier (other than the Company):

- 22 1. the Company will not perform training of airmen for service as employees of the air carrier
23 (replacement airmen) in connection with a labor dispute,
- 24 2. a Company affiliate will not perform training of airmen for service as employees of the air
25 carrier (replacement airmen) other than itself, and
- 26 3. the provisions of **Section 1 P. 8.** as they apply to the AF/KL/AZ JV will apply to each air
27 carrier that engages in international partner flying with the Company and to the affiliates
28 of such air carrier, except that the provisions of **Section 1 P. 8. d.** and **e.** will not be
29 triggered during a lawful strike by the airmen of an affiliate of a carrier engaged in
30 international partner flying (as long as the affiliate is not engaged in international partner
31 flying with the Company).

32 33 L. Pilot Member of the Board of Directors and Information Sharing

- 34
35 1. The Delta Master Executive Council (the “Delta MEC”) of the Association will be
36 entitled to appoint a full voting member of the Company’s Board of Directors (the “Pilot
37 Member”) to attend and participate in all regular and special meetings of the Company’s
38 Board of Directors in accordance with **Section 1 L. 1.**
 - 39 a. The Company agrees that at any annual or special meeting of stockholders of Delta at
40 which directors of Delta are to be elected, and at which the seat held by a Qualified
41 ALPA Member (as defined below) is subject to election, Delta will renominate the
42 Pilot Member, or nominate another Qualified ALPA Member (the “Pilot Nominee”)
43 designated by the Delta MEC to be elected to the Board of Directors of Delta (the
44 “Delta Board”), and will use its reasonable best efforts to cause such person to be
45 elected to such position (it being understood that efforts consistent with, and no less
46 extensive than, in all material respects, the efforts used by Delta to solicit proxies in

1 favor of the election of the rest of the director nominees of the Delta Board shall be
2 deemed reasonable best efforts). The Delta MEC will notify Delta of its proposed
3 Pilot Nominee to the Delta Board, in writing, no later than 60 days prior to the first
4 anniversary of the mailing of the proxy statement related to the previous year’s
5 annual meeting of stockholders, together with all information concerning such Pilot
6 Nominee reasonably requested by Delta. In the event of the death, disability,
7 disqualification, resignation, removal or failure to be elected of the Pilot Member or
8 Nominee, the Delta Board will promptly elect to the Delta Board a replacement
9 Qualified ALPA Member designated by the Delta MEC to fill the resulting vacancy,
10 which individual will then be deemed a Pilot Nominee for all purposes hereunder.
11 For purposes of **Section 1 L. 1.**, “Qualified ALPA Member” means an individual
12 who, at the time of nomination and at all times thereafter until such individual’s
13 service on the Delta Board ceases, (a) will be a Delta pilot, (b) will meet any
14 applicable requirements or qualifications under applicable law or stock exchange
15 rules to be a member of the Delta Board, (c) will not be a member or an officer of the
16 Delta MEC or an officer of the Association and (d) will, prior to being nominated,
17 agree to comply with the requirements of **Section 1 L. 1. b.** In accordance with
18 Delta’s corporate governance policy with respect to the compensation of directors
19 who are employees of Delta, the Pilot Member will not be compensated for their
20 service on the Delta Board. The Pilot Member will have the same powers, rights and
21 duties as the other members of the Delta Board, and Delta will indemnify the Pilot
22 Member to the same extent it provides indemnification to other members of the Delta
23 Board, including the provision of directors and officers liability insurance. Nothing
24 herein will be deemed to require that any party hereto, or any affiliate thereof, act or
25 be in violation of any applicable provision of law, legal duty or requirement or stock
26 exchange or stock market rule.

27 b. Each of the Association and the Delta MEC acknowledge that, under applicable law,
28 all members of the Delta Board are required to act in accordance with their fiduciary
29 duties to Delta and to its stockholders and accordingly acknowledge that (1) the Pilot
30 Member’s fiduciary responsibilities may require that they be excused from time to
31 time from portions of meetings of the Delta Board or committees thereof and be
32 recused from voting upon certain matters presented to the Delta Board for
33 consideration in accordance with the policies and practices of the Delta Board
34 applicable to all members of the Delta Board and (2) the Pilot Member will be bound
35 by the confidentiality obligations of the members of the Delta Board with respect to
36 all discussions, deliberations and decisions of the Delta Board and any committees
37 thereof in accordance with the policies of the Delta Board applicable to all members
38 of the Delta Board, provided that, the Pilot Member may from time to time, with the
39 knowledge of the Chairman of the Delta Board or Chief Executive Officer of Delta,
40 exercise their reasonable discretion to provide such information to the Delta MEC, its
41 officers, relevant committees, and advisors who have executed confidentiality
42 agreements approved by Delta for that purpose. Delta and the Delta MEC hereby
43 acknowledge that, at any time, for any reason, at the request of the Delta MEC, the
44 Pilot Member will resign from the Delta Board to be replaced by a replacement
45 Qualified ALPA Member designated by the Delta MEC, that the Pilot Member has
46 agreed with the Delta MEC to so resign, and that if, under such circumstances, the

Section 1 – Scope

- 1 Pilot Member fails promptly to so resign, the Delta Board may remove the Pilot
2 Member from their position on the Delta Board (to be replaced by a replacement
3 Qualified ALPA Member designated by the Delta MEC).
- 4 c. All obligations of Delta hereunder shall terminate, and the Delta MEC will cause the
5 Delta MEC’s Pilot Member to resign from the Delta Board and any committees
6 thereof immediately upon the date on which the Association (or any successor by
7 reorganization of the Association) ceases to be the authorized representative of the
8 Delta Pilot Group or the pilots of a successor to Delta for purposes of collective
9 bargaining. At any time that the Pilot Nominee does not satisfy the conditions set
10 forth in the “Qualified ALPA Member” definition, the Delta MEC will cause such
11 individual to resign from the Delta Board and any committees thereof.
- 12 d. Delta hereby agrees that if, at any time, a publicly-held parent company of Delta were
13 to be formed (the “Parent Company”), the rights of the Delta MEC hereunder to
14 appoint a Pilot Member to the Delta Board, and the corresponding obligations of
15 Delta hereunder, will apply, mutatis mutandis, to the right of the Delta MEC to
16 appoint a Pilot Director to the board of directors of the Parent Company, and the
17 corresponding obligations of the Parent Company, but without affecting the rights and
18 obligations of the Delta MEC with respect to appointment of the Pilot Director to the
19 Delta Board and the corresponding obligations of Delta hereunder.
- 20 e. **Section 1 L. 1.** became effective on April 14, 2008, and will remain in effect until and
21 unless changed by written agreement of the parties. **Section 1 L. 1.** will not be
22 subject to the grievance and/or System Board of Adjustment procedures of **Sections**
23 **18** and **19** and will be governed by the laws of the State of Delaware, and each of the
24 parties knowingly waives, relinquishes, and agrees that it will not assert any claim or
25 argument (whether in court or elsewhere) that the terms of **Section 1 L. 1.** may be
26 modified or in any way set aside (except by written agreement of the parties hereto)
27 during any period after the amendable date of the PWA or of any successor PWA,
28 including any period during which Delta and the Association have been released to
29 engage in lawful self-help pursuant to the Railway Labor Act, as amended.
- 30 2. The Company will provide the Association on a periodic basis and, in addition, at its
31 reasonable request, with detailed historical operating and financial information on the
32 Company and its Company affiliates and detailed projected operating and financial
33 information on the Company and its Company affiliates.
- 34 a. Access to, use and distribution of, information provided to the Association under
35 **Section 1 L. 2.** will be conditioned upon and governed by reasonable confidentiality
36 agreements deemed appropriate by the Company and Association.
- 37 b. Information provided to the Association under **Section 1 L. 2.**, will include all
38 information reasonably necessary to enable the Association to monitor Delta’s
39 compliance with the terms of **Section 1** (including copies of all codeshare and prorate
40 agreements between Delta and Delta Connection Carriers, and the number and type of
41 aircraft in Category A operations will be provided to the Association at the scheduled
42 quarterly financial update), as well as Delta’s compliance with the terms of the
43 Company’s Profit Sharing Plan and the Company’s Monthly Performance Incentive
44 Program. The Company will also provide all operational and financial information,
45 historical and projected, concerning all joint ventures, and copies of all codeshare
46 agreements and profit/loss sharing agreements. Information related to codeshare and

Section 1 – Scope

1 joint venture limitations (i.e., **Section 1 D. 4. – 6.**, **Section 1 E. 2.**, **Section 1 E. 7.** and
2 **8.**, and **Section 1 P. 4.**) will be provided within 30 days after the conclusion of the
3 applicable measurement period.

4 c. Delta will also provide to the Association documentation of each flight segment that
5 has been published by the Company (in print or electronically as of the first day of the
6 current month) bearing both the DL code and one or more of AS or HA code for each
7 of the two months following the current month. Such documentation will be provided
8 to the Association, in electronic form, by the end of each such current month.

9 d. The detailed historical operating information referenced in **Section 1 L. 2.** will be
10 provided to the Association concurrent with the **Section 1 D. 4. – 6.**, **Section 1 E. 2.**,
11 **Section 1 E. 7.** and **8.**, and **Section 1 P. 4.** (when applicable) information, at the end
12 of each month, for the prior month.

13 3. The Company will not make any contribution to any employee grantor trust established
14 by a Delta employee in connection with the 2002 Delta Excess Benefit Plan or the 2002
15 Delta Supplemental Excess Benefit Plan or contribute to any employee grantor trust
16 established in the future in connection with such plans or any successor plans.

17 M. Remedies

18 The Company at the written request of the Association will arbitrate any grievance filed by
19 the Association alleging a violation of **Section 1** on an expedited basis directly before the
20 Five Member System Board of Adjustment. Such expedited arbitration hearing before such
21 Board will be completed no later than 60 days following the filing date of the grievance and
22 the grievance will be decided by the System Board no later than 90 days after the filing of
23 the grievance, unless the parties agree otherwise in writing.
24
25
26

27 N. [Reserved]

28 O. [Reserved for Global Scope, *if LOA ratified*]

29 P. Delta / Air France / KLM / Alitalia Joint Venture

30 1. Delta, Air France, KLM, and Alitalia are partners in a series of agreements establishing a
31 long-term alliance between them, linking their route networks, and enabling them to
32 market globally integrated air transportation services. The U.S. Department of
33 Transportation has granted certain of these agreements immunity from the U.S. antitrust
34 laws, subject to certain conditions, to facilitate the integration of the DL, AF, KL, and AZ
35 route networks.

36 2. Full implementation of the AF/KL/AZ JV commenced on April 1, 2010.

37 3. Each party's economic share of the AF/KL/AZ JV will be determined in accordance with
38 the formula delineated in the AF/KL/AZ JV agreement.

39 4. Effective with the one-year measurement period beginning January 1, 2016, and
40 continuing for each 12-month measurement period thereafter, the baseline EASK share
41 for Bundle 1 is 47.5% for DL and 52.5% for AF/KL/AZ. For each successive two
42 measurement periods combined (a "two calendar-year period"; such two calendar-year
43
44
45
46

Section 1 – Scope

1 period would be January 1, 2016 to December 31, 2017 and January 1, 2018 to December
2 31, 2019, etc.), the Company’s Bundle 1 EASKs flown in accordance with the provisions
3 of the AF/KL/AZ JV agreement in the first year of a two calendar-year period and in the
4 second year of the same two calendar-year period will on average be no less than 46.5%
5 of the Bundle 1 EASKs flown in accordance with the provisions of the AF/KL/AZ JV
6 agreement.

7
8 Example one:

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

14
15 Example two:

16 If the Company, in the first measurement period of a two calendar-year period, maintains
17 47.5% of the Bundle 1 EASKs flown in accordance with the provisions of the AF/KL/AZ
18 JV agreement, then in the second measurement period in the same two calendar-year
19 period, the Company will maintain no less than 45.5% of the Bundle 1 EASKs flown in
20 accordance with the provisions of the AF/KL/AZ JV agreement.

21
22 Note one: The Company’s baseline EASK share and the Company’s minimum EASK
23 share in **Section 1 P. 4.** will be adjusted accordingly in the event the parties to the
24 AF/KL/AZ JV agreement reset or adjust the baseline EASK allocation as a result of:

- 25 a. capacity adjusted as a result of the inclusion of a third party carrier or new
26 competing operations (using the methodology in the AF/KL/AZ JV agreement),
- 27 b. capacity added by a party to the AF/KL/AZ JV agreement in response to competing
28 operations that are not included in the AF/KL/AZ JV agreement (using the
29 methodology in the AF/KL/AZ JV agreement), or
- 30 c. a change in the scope of flying included in Bundle 1. Any adjustment to the
31 Company’s baseline EASK share as a result of a change in the scope of flying
32 included in Bundle 1 will:
 - 33 1) be from the baseline EASK share, and
 - 34 2) reflect the parties’ respective shares of EASKs attributable to the change in the
35 scope of the flying included in Bundle 1, using the Company’s proportionate
36 level of flying to the country(ies) included/excluded from Bundle 1. The
37 adjustment will be no greater than the larger of:
 - 38 a) the actual change in EASK capacity in the 12-month period ending March
39 31, 2009, or
 - 40 b) the actual change in EASK capacity in the 12-month period preceding the
41 change in the scope of Bundle 1 flying.

42 Note two: The parties will meet and confer regarding how the Company’s baseline
43 EASK share and minimum EASK share will be adjusted for purposes of **Section 1 P. 4.**
44 **Note one** if and when a partner carrier is removed from the JV.

- 45 5. Notwithstanding the provisions of **Section 1 P. 4.**, in each calendar year, the Company
46 will either:

Section 1 – Scope

- 1 a. maintain at least 48.5% of the Bundle 1 EASKs flown in accordance with the
- 2 provisions of the AF/KL/AZ JV agreement, or
- 3 b. schedule no fewer than 650,000 aircraft block hours of international operations on
- 4 widebody aircraft (excluding B-767-300 (non-ER) aircraft) and on B-757 aircraft on
- 5 ocean crossings across the Atlantic Ocean.
- 6 6. If AF, KL, or AZ establish, acquire control of or implement any contract or agreement for
- 7 the establishment of competing operations and, within twelve months of the acquisition,
- 8 either no agreement is reached on terms to include such competing operations within the
- 9 AF/KL/AZ JV agreement or AF, KL, or AZ has not definitively discontinued, divested or
- 10 otherwise definitively ceased to operate such competing operations, then the competing
- 11 operations' capacity will not be increased above its capacity on the date of the acquisition
- 12 consistent with the terms of the AF/KL/AZ JV agreement. The terms "competing
- 13 operations" and "acquisition" will have the same meaning as in the AF/KL/AZ JV
- 14 Agreement.
- 15 7. Labor Disputes
- 16 a. There will be no increased use of the DL code (i.e., an increase over and above that
- 17 which was loaded in Deltamatic in the 90-day period prior to the commencement of
- 18 the cooling off period) by AF, KLM, or AZ during a cooling off period (under
- 19 Section 5, 6, or 10 of the Railway Labor Act) applicable to Delta pilots. In the event
- 20 of a lawful primary strike against Delta by the Delta pilots, the DL code will not be
- 21 used by AF, KLM, or AZ at any time during such strike.
- 22 b. There will be no payments other than those payments occurring during the ordinary
- 23 course of business to Delta from AF, KLM, or AZ during a cooling off period (under
- 24 Section 5, 6, or 10 of the Railway Labor Act) applicable to Delta pilots or a lawful
- 25 strike by Delta pilots.
- 26 c. No airman trained by AF, KLM, or AZ in the prior 12 months will be hired to serve
- 27 as a Delta pilot during a cooling off period (under Section 5, 6, or 10 of the Railway
- 28 Labor Act) applicable to Delta pilots or a lawful strike by Delta pilots.
- 29 d. There will be no increased use of the AF, KLM, and/or AZ code (i.e., an increase
- 30 over and above that which was loaded in Deltamatic in the 90-day period prior to the
- 31 commencement of the strike) by Delta during a lawful strike by the AF, KLM, and/or
- 32 AZ airmen.
- 33 e. Without the consent of the Delta MEC Chairman, there will be no increase of gauge
- 34 on any Delta route which carries the AF, KLM, and/or AZ code (i.e., an increase over
- 35 and above that which was loaded in Deltamatic in the 90-day period prior to the
- 36 commencement of the strike) during a lawful strike by the AF, KLM, and/or AZ
- 37 airmen.
- 38 8. Definitions for the terms EASK, acquisition, and competing operations contained in the
- 39 AF/KL/AZ JV agreement that are incorporated by reference into the PWA will not be
- 40 amended without the consent of the Delta MEC. The baseline EASK share, the Bundle 1
- 41 definition, and the competing operations capacity limit may not be changed except as
- 42 provided in *Section 1 P. 4.* and *Section 1 P. 6.*, respectively.

43
44 Q. Permitted Arrangements Pursuant to the Hawaiian Marketing Agreement
45

Section 1 – Scope

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

Section 1 – Scope

- 1 of the Delta MEC Chairman.
- 2 2) If the System Board of Adjustment determines that the amendment is a material
3 change, then at the written request of the Delta MEC Chairman, Delta will cancel
4 or void the disputed amendment to the Hawaiian marketing agreement and will
5 take all other action necessary to restore the status quo that existed prior to such
6 amendment within 30 days of receipt of such written request by the Company. In
7 addition, the System Board may award such other and further relief as appropriate
8 to provide a make-whole remedy to pilots harmed by such material change.
- 9 3) If Delta does not comply with such request within such 30 day period, the Delta
10 MEC Chairman will have the right to terminate **Section 1 Q.** upon 60 days
11 advance written notice to the Company.
- 12 8. Termination
- 13 a. In the event that the Hawaiian marketing agreement is terminated in whole, for any
14 reason, Delta and the Delta MEC Chairman, each, will have the right to declare
15 **Section 1 Q.** null and void upon 30 days advance written notice to the other.
- 16 b. If Delta or Hawaiian serves a notice of termination of its participation in the Alaska
17 marketing agreement, and such notice of termination of participation is accepted by
18 the other party, the Delta MEC Chairman will have the right to terminate **Section 1 Q.**
19 upon 60 days advance written notice to the Company, with such termination to be
20 effective upon the date of termination of such party's participation in the Hawaiian
21 marketing agreement.
- 22 9. Rulings of Government Authority
- 23 If, as a result of any action or rulings of any governmental authority, or in response
24 thereto, any amendment that is a material change is required to be made to the Hawaiian
25 marketing agreement, and is made without the written consent of the Delta MEC
26 Chairman, then the Delta MEC will have the right to terminate **Section 1 Q.** upon 60 days
27 advance written notice to the Company.
- 28 10. Labor Disputes
- 29 a. There will be no increased use of the DL code (i.e., an increase over and above that
30 which was loaded in Deltamatic in the 90 day period prior to the commencement of
31 the cooling off period) by Hawaiian during a cooling off period (under Sections 5, 6,
32 or 10 of the Railway Labor Act) applicable to Delta pilots. In the event of a lawful
33 primary strike against Delta by the Delta pilots, the DL code will not be used by
34 Hawaiian at any time during such strike.
- 35 b. There will be no payments other than those payments occurring during the ordinary
36 course of business to Delta from Hawaiian during a cooling off period (under
37 Sections 5, 6, or 10 of the Railway Labor Act) applicable to Delta pilots or a lawful
38 strike by Delta pilots.
- 39 c. No airman trained by Hawaiian in the prior 12 months will be hired to serve as a
40 Delta pilot during a cooling off period (under Sections 5, 6, or 10 of the Railway
41 Labor Act) applicable to Delta pilots or a lawful strike by Delta pilots.
- 42 Note: For ease of reading in **Section 1 Q. 10.**, the defined term "pilot" is modified by
43 the word "Delta." Such modification does not change the meaning of the defined term
44 "pilot."
- 45 11. The provisions of **Section 1 Q. 6. – 10.** will be effective in all respects without regard to
46 whether the parties are then engaged in collective bargaining pursuant to Section 6 of the

Section 1 – Scope

1 Railway Labor Act. Delta expressly waives any and all rights whatsoever to argue that
2 the Association’s rights under these provisions or exercise of such rights should be
3 affected in any way by virtue of the status quo provisions of the Railway Labor Act.

- 4 12. Transactions between Delta and Hawaiian will be at arm’s length (as would be conducted
5 by independent, unaffiliated parties).
6

7 **R. Virgin Atlantic Joint Venture**
8

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

14 Note: In the event the Company acquires and operates an incremental LHR slot between
15 January 1, 2015 and December 31, 2020 and still controls and operates either such slot or
16 an equivalent incremental slot as of the Summer 2021 IATA season, the minimum
17 scheduled international operations of Company flying between the United States and
18 LHR will remain 5,860. If the Company does not acquire and operate such an
19 incremental LHR slot or equivalent incremental slot, the minimum scheduled
20 international operations of Company flying between the United States and LHR will
21 thereafter be 5,550.

- 22 2. Beginning with the 12-month period ending December 31, 2014, and measured on
23 January 1, 2015 and on each January 1 for each measurement period thereafter, the
24 Company’s minimum scheduled international twin aisle ASKs will be as follows:
25 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%

26
27 Note: For purposes of **Section 1 R.**, “international twin aisle ASKs” means:

- 28 a. for the Company, all scheduled flying in international operations on twin aisle
29 aircraft except any domestically configured and equipped 767-300,
30 b. for VS, all of Virgin Atlantic Airways Limited’s scheduled flying on twin aisle
31 aircraft. In addition, all scheduled flying on twin aisle aircraft of each controlled
32 foreign air carrier affiliate of Virgin Atlantic Airways Limited or Virgin Atlantic
33 Limited will be included in “international twin aisle ASKs” for VS in accordance
34 with the following:
35 1) For each such controlled foreign air carrier affiliate, all of its twin aisle aircraft
36 flying scheduled to be conducted on or after the Affiliation Date on any route
37 that Virgin Atlantic Airways Limited scheduled flights on during the 12 full
38 calendar months immediately preceding the Affiliation Date for that affiliate

Section 1 – Scope

1 will be included in “international twin aisle ASKs” for VS commencing on the
2 Affiliation Date for that affiliate.

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

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

- 13 3. If the Company is not in compliance with the minimum international operation
14 requirement (under *Section 1 R. 1.*) or the minimum ASK requirement (under *Section 1*
15 *R. 2.*) in any measurement period, the Company will cure any such breach by complying
16 with the minimum international operation or ASK requirement, as applicable, in the
17 subsequent measurement period.
- 18 4. The Company will be excused from compliance with the provisions of *Section 1 R. 1., 2.,*
19 *or 3.* in the event a circumstance over which the Company does not have control is the
20 cause of such non-compliance.
- 21 5. Pursuant to *Section 1 E. 10.*, the provisions of *Section 1 E. 2. a. – d.* and *Section 1 E. 7.*
22 and *8.* do not apply to Company flying performed under the VS JV. Moreover, the
23 provisions of *Section 1 E. 3.* will not apply to the Company’s ownership level in VS.
- 24 6. Labor Disputes
- 25 a. There will be no increased use of the Delta code (i.e., an increase over and above that
26 which was loaded in Deltamatic in the 90-day period prior to the commencement of
27 the cooling off period) by VS during a cooling off period (under Section 5, 6, or 10 of
28 the Railway Labor Act) applicable to Delta pilots. In the event of a lawful primary
29 strike against Delta by the Delta pilots, the Delta code will not be used by VS at any
30 time during such strike.
- 31 b. There will be no payments other than those payments occurring during the ordinary
32 course of business to Delta from VS during a cooling off period (under Section 5, 6,
33 or 10 of the Railway Labor Act) applicable to Delta pilots or a lawful strike by Delta
34 pilots.
- 35 c. No airman trained by VS in the prior 12 months will be hired to serve as a Delta pilot
36 during a cooling off period (under Section 5, 6, or 10 of the Railway Labor Act)
37 applicable to Delta pilots or a lawful strike by Delta pilots.
- 38 d. There will be no increased use of the VS code (i.e., an increase over and above that
39 which was loaded in Deltamatic in the 90-day period prior to the commencement of
40 the strike) by Delta during a lawful strike by the VS airmen.
- 41 e. Without the consent of the Delta MEC Chairman, there will be no increase of gauge
42 on any Delta route which carries the VS code (i.e., an increase over and above that
43 which was loaded in Deltamatic in the 90-day period prior to the commencement of
44 the strike) during a lawful strike by the VS airmen.

1 SECTION 2

2
3 DEFINITIONS AND GLOSSARY4
5 A. Definitions6
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 X. "401(k) participant" means a person who is receiving or is entitled to receive benefits
14 under the 401(k) Plan.
- 15 X. "401(k) Plan" means the "Delta 401(k) Retirement Plan for Pilots," as amended and
16 restated January 1, 2014, as amended, (formerly called the "Delta Pilots Savings Plan").
- 17 2. "Acclimated" means a condition in which a flightcrew member has been in a theater for
18 72 hours or has been given at least 36 consecutive hours free from duty in such theater, as
19 defined or amended under FAR 117.
- 20 3. "Accrued vacation" means the vacation time (i.e., the number of weeks or days) a pilot is
21 accumulating in a vacation year for use in the next vacation year. The accrual rate for
22 such vacation is determined by the number of years of continuous employment the pilot
23 completed before April 1st of the vacation year.
24 Example: Assume that on October 1st, (i.e., at the completion of 50% of the vacation
25 year) a pilot has not been on leave or furlough in excess of 30 days since the beginning of
26 the vacation year. Such pilot will have accrued 50% of the vacation time to which the
27 pilot will be entitled on the next April 1st.
- 28 4. "Active payroll status" means the status of a pilot who is not on inactive payroll status.
- 29 5. "Adjustable run time values" means values of elements (e.g., graphics, reading rates, and
30 keystrokes) that are assigned specific values to be used by the automated run time testing
31 program.
- 32 6. "Administrative pilot" means a pilot who is removed from a category for the purpose of
33 performing managerial, supervisory and/or administrative duties for the Company (e.g., a
34 pilot in a payroll department other than 030 or 031).
35 Exception: An instructor who does not perform managerial or supervisory duties (i.e., an
36 instructor in payroll department 052) is not an administrative pilot.
- 37 7. "Advanced Qualification Program" (AQP) means the Company administered and FAA
38 approved programs for all indoctrination, qualification, requalification, or continuing
39 qualification training at Delta Air Lines.
- 40 8. "Advance entitlement" (AE) means an award (or, with respect to an entry level pilot, an
41 award or assignment) to a category that is anticipated to become effective on a
42 subsequent conversion date.
- 43 9. "AF" or "Air France" means Société Air France.
- 44 10. "Affiliate" means:
45 a. any subsidiary, parent or division of an entity,

Section 2 – Definitions and Glossary

- 1 b. any other subsidiary, parent or division of either a parent or a subsidiary of an entity,
- 2 or
- 3 c. any entity that controls another entity or is controlled by another entity, or is under
- 4 common control with another entity, in either case, whether directly or indirectly
- 5 through the control of other entities.
- 6 11. “Aggregate service” means all time starting from a pilot’s date of employment with the
- 7 Company as a pilot, with the exception of the following:
- 8 a. periods of furlough, or
- 9 b. unpaid leave in excess of 60 cumulative days.
- 10 12. “Aircraft model” means an aircraft (e.g., B-737-800, A-330-900) within an aircraft type.
- 11 13. “Aircraft type” means one of the following groupings:

a. B-777	g. A-321N/321/320/319
b. A-350	h. B-737-900/800/700
c. B-787	i. A-220-300/100
d. A-330-900/300/200	j. B-717
e. B-767-400ER	k. EMB-195/190
f. B-767 (all except B-767-400ER)/B-757	l. CRJ-900

- 13
- 14 14. “Aircrew program designee” (APD) means a pilot who is designated by the FAA to
- 15 administer type rating evaluations.
- 16 15. “Air France/KLM/Alitalia joint venture” or “AF/KL/AZ JV” means the business
- 17 relationship between Delta, Air France, KLM, and Alitalia in which the costs and
- 18 revenues of international flights within the AF/KL/AZ JV are shared between or among
- 19 the air carrier partners, as typified by the business relationship between Air France, KLM,
- 20 Alitalia, and Delta that is embodied in the AF/KL JV agreement.
- 21 16. “Air France/KLM/Alitalia JV agreement” or “AF/KL/AZ JV agreement” means the
- 22 Transatlantic Joint Venture Agreement made effective as of April 1, 2012 by and among
- 23 Delta Air Lines, Inc., Societe Air France, Koninklijke Luchtvaart Maatschappij N.V. and
- 24 Compagnia Aerea Italiana, S.p.A. as amended from time to time.
- 25 17. “Airman” means a person:
- 26 a. whose name does not appear on the Delta Pilots’ System Seniority List, and
- 27 b. who is certified to operate the controls, and/or assist in the operation of the controls of
- 28 a commercial aircraft at a cockpit position.
- 29 21. “ALPA Aeromedical Advisor” is a doctor from ALPA’s Aeromedical Office (Aviation
- 30 Medicine Advisory Service).
- 31 22. “Annual compensation” for purposes of the profit sharing plan, means an employee’s
- 32 gross earnings during the profit sharing plan year, including any sick and vacation pay
- 33 (whether paid by the Company or from a disability and survivor trust), but excluding: a)
- 34 expense reimbursements, b) expense allowances, c) income required to be imputed to the
- 35 employee for any reason pursuant to federal, state or local law, d) profit sharing awards,
- 36 e) earnings from any other incentive compensation program, f) Company contributions to
- 37 a retirement plan, g) disability payments, h) income from the grant, vesting, exercise or
- 38 sale of Delta stock or Delta stock options, i) income relating to, or resulting from,
- 39 bankruptcy claims, notes, or other securities, j) medical plan payments and k) severance

Section 2 – Definitions and Glossary

1 payments. In addition, annual compensation for the purposes of the profit sharing plan
2 includes pilot furlough pay.

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

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

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

14 X. “ARCOS” means any automated notification system that offers and awards WS, GS, or
15 GSWC under **Sections 23 N. and O.**

16 25. “Asterisk rotation” means a rotation that:

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

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

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

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

34 27 “Augmented Operation” means a flight segment that utilizes a relief First Officer, relief
35 Captain, or relief crew.

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

41 29. “Average Line Value” (ALV) means a number of hours established by the Company that
42 is the projected average of all regular line values, for a position, for a bid period and is:

- 43 a. between 72 and 84 hours (inclusive) for a narrowbody position and a B-767/B-757
44 position.
- 45 b. between 71 and 85 hours (inclusive) for a widebody position other than a B-767/B-
46 757 position.

Section 2 – Definitions and Glossary

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

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until such time as the Company ceases operations between AMS and Mumbai. Terms in this definition are as defined in the Air France/KLM/Alitalia JV Agreement.

- 38. “Business day” means each day from Monday through Friday, except for Company holidays.
- 39. “Captain” means a pilot who is in command and who is responsible for the manipulation of, or who manipulates, the flight controls of an aircraft while under way, including takeoff and landing of such aircraft; who is properly qualified to serve as and holds currently effective airman’s certificates authorizing him to serve as such pilot.
- 40. “Carry-over rate” means the dollar value of a pilot’s accumulated credit for a bid period divided by such accumulated credit, expressed in dollars per minute.
- 41. “Category” means the combination of a pilot’s position and base.
- 42. “Category A operation” means the operation of a flight segment by a Delta Connection Carrier:
 - a. that is a Company affiliate, or
 - b. using the DL code under an agreement with Delta that is not a prorate agreement.
- 44. “Category C operation” means the operation of a flight segment by a Delta Connection Carrier under the DL code pursuant to a prorate agreement with Delta.
- 45. “Category freeze” means a period of time
 - a. that is determined under **Section 22 G.**,
 - b. that commences on the date of a pilot’s award of an AE or VD for which qualification training is required or on an entry level pilot’s date of employment with the Company as a pilot, and
 - c. during which the pilot will (unless declared eligible by the Company) be ineligible to be awarded another AE with an earliest conversion date falling within the freeze period (other than to a new or reestablished category) for which qualification training is required.
- 46. “Circumstance over which the Company does not have control,” for the purposes of **Section 1** and **Section 21**, means a circumstance that includes, but is not limited to, a natural disaster; labor dispute involving a work stoppage which impairs Company operations (provided such term does not apply to informational picketing or other lawful activity designed to inform the public); grounding of a substantial number of the Company’s aircraft by a government agency; reduction in flying operations because of a decrease in available fuel supply or other critical materials due to either governmental action or commercial suppliers being unable to provide sufficient fuel or other critical materials for the Company’s operations; revocation of the Company’s operating certificate(s); war emergency; owner’s delay in delivery of aircraft scheduled for delivery; manufacturer’s delay in delivery of new aircraft scheduled for delivery. The term “circumstance over which the Company does not have control” will not include the price of fuel or other supplies; any delay by the manufacturer in the delivery of new aircraft to the Company that is (a) known to the Company when it provides its detailed Fleet and Network Plans to the Association in Q4 of any year prior to the year of the scheduled delivery, or (b) less than 45 days; the price of aircraft; the state of the economy; the financial state of the Company; or the relative profitability or unprofitability of the Company’s then-current operations.
 Note one: For purposes of this definition, Company refers only to Delta Air Lines, Inc., and not any Company affiliate.

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- 1 Note two: The Company will give ALPA prior written notice of its intent to declare
- 2 “circumstances over which the Company does not have control,” and its rationale.
- 3 47. “Code” means the unique two-character designator code assigned to an airline by the
- 4 International Air Transport Association (IATA). If IATA assigns or has assigned more
- 5 than one designator code for use by Delta or Hawaiian or by a subsidiary of Delta then
- 6 such additional designator code(s) will be included within the DL code or HA code,
- 7 respectively.
- 8 48. “Company” means Delta Air Lines, Inc.
- 9 49. “Company affiliate” means an affiliate of the Company.
- 10 50. “Company flying” means all flying reserved under **Section 1 C**. for performance by
- 11 pilots.
- 12 51 “Company-provided electronic tablet device” (“tablet”) means an electronic tablet device
- 13 provided by the Company to a pilot for their use on the flight deck, and containing
- 14 electronic versions of aircraft operating manuals, flight operations manuals, bulletins, and
- 15 other information.
- 16 52. “Composite hourly rate” means the basic hourly rate of pay set forth in the pay tables of
- 17 **Section 3** for each aircraft model, status and longevity step, computed with the traditional
- 18 factors of speed, mileage, and gross weight taken into account.
- 19 53. “Contingent displacement” means a displacement from a pilot’s new category that is
- 20 caused by the pilot’s displacement into that category.
- 21 54. “Contingent vacancy” means a vacancy in a pilot’s former category that is caused by the
- 22 pilot’s award to a different category pursuant to an advance entitlement.
- 23 55. “Continuing qualification training” (CQ) means training necessary to maintain position
- 24 qualification under FAR 121.427 and the Company’s advanced qualification program
- 25 (AQP) standards.
- 26 56. “Continuous training” means the combination of:
- 27 a. training, and
- 28 b. associated periods of interruption of training of three consecutive days or less.
- 29 57. “Control” for the purposes of **Section 1**, will exist by entity A over entity B, only if A,
- 30 whether directly or indirectly through the control of other entities:
- 31 a. owns securities that constitute and/or are exchangeable into, exercisable for or
- 32 convertible into more than:
- 33 1) 30 percent (49 percent with respect to the combined interest of the Company and
- 34 Company affiliates in a foreign air carrier) of B’s outstanding common stock, or if
- 35 stock in addition to common stock has voting power, then
- 36 2) 30 percent (49 percent with respect to the combined interest of the Company and
- 37 Company affiliates in a foreign air carrier) of the voting power of all outstanding
- 38 securities of B entitled to vote generally for the election of members of B’s Board
- 39 of Directors or similar governing body, or
- 40 b. has the power or right to manage or direct the management of all or substantially all
- 41 of B’s air carrier operations, or
- 42 c. has the power or right to designate or provide all or substantially all of B’s officers, or
- 43 d. has the power or right to determine B’s markets or (if B is an air carrier) markets or
- 44 flight schedules or to provide a majority of the following management services for B:
- 45 capacity planning, financial planning, strategic planning, market planning, marketing
- 46 and sales, technical operations, flight operations, and human resources activities, or

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- 1 e. has the power or right to appoint or elect or prevent the appointment or election of a
2 majority of B’s Board of Directors, or other governing body having substantially the
3 powers and duties of a Board of Directors, or
4 f. has the power or right to appoint or elect or to prevent the appointment or election of
5 a minority of B’s Board of Directors or similar governing body, but only if such
6 minority has the power or right to appoint or remove B’s Chief Executive Officer, or
7 President, or Chief Operating Officer, or the majority membership of the Executive
8 Committee or similar committee on B’s Board of Directors, or the majority
9 membership of at least one-half of B’s Board committees.
- 10 58. “Conversion date” means the date on which the award or assignment of a pilot to a
11 different category becomes effective.
- 12 59. “Co-terminal” means the following airport combinations:
13 a. DCA/IAD
14 b. DFW/DAL
15 c. IAH/HOU
16 d. JFK/EWR/LGA
17 e. LAX/BUR/LGB/ONT/SNA
18 f. MIA/FLL
19 g. ORD/MDW
20 h. SFO/OAK/SJC
- 21 60. “CQ eligibility period” means a series of three consecutive calendar months in which a
22 pilot is eligible for CQ training.
23 a. “CQ early month” means the first calendar month in a pilot’s CQ eligibility period.
24 b. “CQ base month” means the second calendar month in a pilot’s CQ eligibility period.
25 c. “CQ grace month” means the third calendar month in a pilot’s CQ eligibility period.
- 26 61. “CQ golden days” means a block of five consecutive days during which a pilot will not
27 be scheduled for CQ.
- 28 62. “Credit” means the time attributed to a pilot for PWA flight time limitations purposes.
- 29 63. “Credited reserve on-call day” (CROC day) means a day on which a reserve pilot:
30 a. is on a rotation,
31 b. receives pay and credit under *Section 4 H.*,
32 c. is on airport standby duty, or
33 d. is on sick leave on an on-call day.
- 34 64. “D&S Plan” means the Delta Pilots Disability and Survivorship Plan, as Amended and
35 Restated, Effective January 1, 2011, as amended. A reference in the PWA to the D&S
36 Plan will exclude the NWA LTD Plan unless such reference in the PWA states otherwise.
- 37 65. “D&S Plan participant” means a person who is receiving or is entitled to receive benefits
38 under the D&S Plan.
- 39 66. “Date of furlough” means the date on which a pilot’s furlough begins.
- 40 67. “Date of recall” means the date a pilot is scheduled to report to duty in conjunction with a
41 recall.
- 42 68. “Day” means calendar day.
- 43 69. “DBMS” means a computerized crew scheduling system operated by Flight Operations.
- 44 70. “Deadhead” means the surface or air transportation of a pilot between airports at the
45 instruction of the Company.

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- 1 Exception one: Surface transportation to or from an airport for the sole purpose of
2 lodging is not a deadhead.
- 3 Exception two: Travel to and from training is not a deadhead.
- 4 71. “Delta” means the Company.
- 5 72. “Delta Connection Carrier” means a domestic air carrier that conducts flying under
6 **Section 1 D.**
- 7 73. “Delta Connection flying” means flying conducted by a Delta Connection Carrier for the
8 Company.
- 9 74. “Delta Health Plan” means the non-collectively bargained medical and dental plan
10 offered to flight attendants and ground employees and to retirees until age 65 (including
11 HMOs, if applicable, and the no coverage option).
- 12 75. “Delta hub” means ATL, CVG, DTW, JFK, LAX, LGA, MSP, SEA, SLC, and any other
13 airport having a monthly average of at least 100 Delta scheduled flight departures per
14 day.
- 15 X. “Delta Pilots High Deductible Health Plan” (DP-HDHP) means the collectively
16 bargained medical plan available to pilots under **Section 25**. The DP-HDHP offers the
17 options enumerated in **Section 25 R.**
- 18 76. “Delta Pilots’ Medical Plan” (DPMP) means the collectively bargained medical and
19 dental plan available to pilots, 13 B. 3. pilots, and pilot retirees under **Section 25**. The
20 DPMP offers the options enumerated in **Section 25 F. 1.**
- 21 77. “Delta Pilots’ Retirement Plan” means the Delta Pilots Retirement Plan as Amended and
22 Restated, Effective July 1, 1996, as amended.
- 23 79. “Director – Health Services” (DHS) means an Aviation Medical Examiner designated by
24 the Company to conduct the medical review of a pilot under **Section 14 G. 3.** and **Section**
25 **15 B.** If the designated DHS becomes unavailable, the Company will promptly designate
26 another Aviation Medical Examiner as the DHS.
- 27 80. “Disability status,” “disability,” or “disablement” means being eligible for and receiving
28 disability benefits from the D&S Plan.
- 29 Note one: A 13. B. 3. pilot is considered in disability status, disability, or disablement
30 until cessation of disability benefits, retirement or termination.
- 31 Note two: A pilot (or 13 B. 3. pilot) who has reached the maximum period of disability
32 under the D&S Plan for alcoholism and/or drug abuse is not on disability status, disability
33 or disablement after the end of that period of disability.
- 34 Exception: This definition does not apply to a NWA disabled pilot.
- 35 81. “Displacement” means an award (voluntary displacement or VD) or assignment
36 (mandatory displacement or MD) that is anticipated to become effective on a later
37 conversion date to eliminate a surplus from a category.
- 38 82. “Distributed training” means training that is accomplished without a classroom, instructor
39 in a classroom, flight training device, flight simulator or airplane. Distributed training
40 includes training material the Company requires a pilot to complete that cannot be
41 completed in conjunction with the normal course of preparing for flight. Examples of
42 informational materials that are not distributed training include, but are not limited to,
43 manuals updates (e.g., updates to FOM, Operations Manual 1 and 2, QRH, FCTM,
44 Airway Manual), flight crew bulletins, and flight operations bulletins.
- 45 83. “DL” means:
46 a. Delta,

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- 1 b. its affiliates, and
2 c. any other carrier to the extent of its category A operations of flight segments using
3 the DL code.
- 4 84. “Doctor” means a medical professional who holds one of the following degrees:
5 a. M.D.,
6 b. D.O.,
7 c. D.D.S.,
8 d. D.M.D., or
9 e. D.P.M.
- 10 85. “Doctor’s certificate” means written verification from a doctor with whom a pilot has a
11 bona fide patient relationship, indicating in general terms the nature of the pilot’s
12 sickness.
- 13 86. “Domestic air carrier” means an “air carrier” as defined in 49 U.S.C. Section 40102(a)(2)
14 holding an air carrier certificate issued by the Administrator of the FAA under 14 C.F.R.
15 Section 119.5.
- 16 87. “Domestic operation” means a flight segment to and from an airport, or between airports,
17 located inside the contiguous 48 states of the United States, or a flight segment between
18 an airport located in the Mainland United States and Alaska.
- 19 88. “Domestic per diem” means the hourly meal allowance applicable to a pilot
20 a. for time away from base while engaged in domestic operations, or
21 b. while assigned to training within the contiguous 48 states of the United States in which
22 the pilot is entitled to lodging under **Section 5 E**.
- 23 89. "DPMA" means Delta Pilots Mutual Aid.
- 24 90. "DPMA disability benefit" means the optional supplemental disability benefit payable by
25 DPMA to an eligible DPMA participant.
- 26 91. "DPMA dues" means the dollar amount of dues charged by DPMA for membership in
27 DPMA.
- 28 92. "DPMA equivalent disability benefit" means the optional supplemental disability benefit
29 described in **Section 26 N. 3. b**.
- 30 94. “Duty period” means the elapsed time from report to release (for a break-in-duty).
- 31 95. “Earned vacation” means the vacation time (i.e., the number of weeks or days) a pilot is
32 entitled to use in a vacation year.
- 33 96. "Earnings" means, for the purposes of a retirement or welfare benefit plan under **Section**
34 **26**, the amount of a participant's remuneration that forms the basis for contributions or
35 benefits under that plan.
- 36 98. "Eligible family member," for the purposes of **Section 6**, means:
37 a. a relative who:
38 1) resides in an eligible pilot's household,
39 2) is dependent on the pilot for livelihood, and
40 3) is claimed on the pilot's federal tax return as a dependent.
41 b. an eligible pilot’s spouse (including a person who is a domestic partner under the
42 Delta Domestic Partner Program).
- 43 99. “Eligible family member,” for the purposes of **Section 25**, means eligible family member
44 as defined in the DPMP. An eligible family member is not eligible for the DPMP, DP-
45 HDHP, or Delta Health Plan upon reaching Medicare eligibility age.
46 Exception: An eligible family member described in **Section 25 B. 1. Note** will remain

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- 1 eligible for the DPMP, DP-HDHP, or Delta Health Plan upon reaching Medicare
2 eligibility age.
- 3 100. “Eligible move” means the actual movement of all of an eligible pilot's household goods
4 and personal effects from their former permanent residence to, and the establishment of,
5 their new permanent residence at, a location that is:
6 a. within the United States, and
7 b. more than 50 straight line statute miles from:
8 1) their former permanent residence, and
9 2) the greater metropolitan area of their former base, as described in the then most
10 recently published U.S. Census Bureau Metropolitan Areas Definition (See
11 www.census.gov/population/www/estimates/metrodef.html).
- 12 Exception: An eligible move will not include a move by a pilot whose permanent
13 residence, on the award date of their related conversion or the date of their recall from
14 furlough, is located in, or located within 50 miles of, the greater metropolitan area of their
15 new base.
- 16 101. "Eligible pilot" for the purposes of **Section 6**, means a pilot who intends to complete or
17 completes an eligible move and:
18 a. converts into a position at another base via an MD or VD, or
19 b. converts into a position at a new or re-established base within 12 months of the first
20 pilot conversion at such base, or
21 c. transfers from a closed base within the 12 months preceding the base closing, or
22 d. is recalled from furlough to a base other than their furlough base, or
23 e. otherwise transfers to a base at Company request,
24 f. provided:
25 1) they actually move their household goods and personal effects to a new
26 permanent residence that is within a 125 straight-line statute mile radius of the
27 airfield reference point at their new base or of any co-terminal airport at their new
28 base, and
29 2) their current permanent residence is not within such radius, and
30 3) they actually establish their home at their new permanent residence, and
31 4) their new permanent residence is at least 50 straight-line statute miles closer to the
32 airfield reference point at their new base than is the permanent residence address
33 from which they are relocating, and
34 5) they agree to repay the Company for such relocation benefits if, within 12 months
35 of the conversion that entitled them to receive such relocation benefit, they
36 convert into a position at another base as the result of an advance entitlement.
- 37 102. “Employment year” means a one-year period beginning on a pilot’s employment
38 anniversary date.
- 39 103. “Enhanced disability benefit” means the additional disability benefit payable to a
40 pilot with hours in their enhanced disability account under **Section 26 K. 5**.
- 41 104. “Entity” means a natural person, corporation, association, partnership, trust or any other
42 form for conducting business, and any combination or concert of any of the foregoing.
- 43 105. “Entry level pilot” means a pilot who has not completed their initial OE at the Company.
- 44 106. “Entry level position” means any position listed in **Section 22 B**.

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- 1 107. “Evaluation” means a check of a pilot’s performance and/or proficiency pursuant to an
2 FAR or as part of the Company’s training including its Advanced Qualification Program
3 (AQP).
4 108. “Event Date” has the meaning given such term in the D&S Plan.
5 109. “FAA” means the Federal Aviation Administration.
6 110. “FAA leave” means a leave of absence described in **Section 13 K**.
7 111. “FAA mandatory retirement age” means the latest age under Part 121 of the FARs
8 or other applicable statutes that a pilot can serve as a PIC or SIC.
9 112. “FARs” means the Federal Aviation Regulations.
10 113. “Fatigue Risk Management System” (FRMS) means a management system and
11 alternative regulatory approach to pilot flight and duty time provisions to provide a
12 means of monitoring and mitigating fatigue as approved by the FAA.
13 114. “First Officer” means a pilot who is second in command and who is to assist or relieve
14 the captain in the manipulation of the flight controls of an aircraft while under way,
15 including takeoff and landing of such aircraft; who is properly qualified to serve as and
16 holds currently effective airman’s certificates authorizing him to serve as such First
17 Officer.
18 115. “Five Member Board” means the System Board of Adjustment when comprised of two
19 members appointed by the Company, two members appointed by the Association, and a
20 neutral member selected by the parties, to decide a specific dispute.
21 116. “Fleet” means aircraft in service, undergoing maintenance, and operational spares.
22 117. “Flight duty period” (FDP) means the portion of a duty period from report to when the
23 aircraft is parked after the last flight segment (other than a deadhead flight segment) and
24 there is no intention for further aircraft movement.
25 118. “Flight segment” means the operation of an aircraft with one takeoff and one landing.
26 119. “Flight time” means:
27 a. actual block time on a functional check flight and a verification flight segment(s), and
28 b. for all other flying, the greater of actual or scheduled block time on a flight
29 segment(s).
30 120. “Flying,” “flown,” “flies,” and “fly,” for purposes of **Sections 4, 12, and 23**, means:
31 a. operation of a flight as a cockpit crewmember, and/or
32 b. a deadhead by air.
33 121. "FMLA leave" means a leave of absence described in **Section 13 H**.
34 122. “Foreign air carrier” means a “foreign air carrier” as defined in 49 U.S.C. Section
35 40102(a)(21).
36 123. “Foreign pilot base” means a base located outside the boundaries of the contiguous 48
37 states of the United States.
38 124. "Former NWA pilot" means a pilot who was an employee of NWA and whose name
39 appeared on the NWA seniority list on the day preceding October 30, 2008.
40 125. “Four Member Board” means the System Board of Adjustment when comprised of two
41 members appointed by the Company and two members appointed by the Association, to
42 decide a specific dispute.
43 126. “Fragmentation transaction” means a transaction (other than a successor transaction) in
44 which the Company or a Company affiliate (other than a Company affiliate performing
45 flying only on permitted aircraft types) disposes of aircraft, route authority or slots (net of
46 aircraft, route authority or slots acquired within the 12 month period preceding such

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- 1 transaction or acquired in a related transaction), which produced 10% or more of the
- 2 operating revenue, block hours or available seat miles of the Company or Company
- 3 affiliate as applicable (excluding revenue, block hours or available seat miles of
- 4 Company affiliates performing flying only on permitted aircraft types) during the 12
- 5 months immediately prior to the date of the agreement resulting in the fragmentation
- 6 transaction.
- 7 X. “Free of duty,” for purposes of **Sections 7 and 23**, means a period of time in which a pilot
- 8 has no obligation to the Company and in which the Company will not require a pilot to
- 9 perform any duties, including but not limited to an IA, training, reroute, reserve
- 10 assignment.
- 11 127. “Full service bank” or bank means an individual account maintained in DBMS for each
- 12 pilot into which the pilot may deposit and from which the pilot may withdraw or borrow
- 13 credit on a minute basis.
- 14 128. “Functional check flight” (FCF) means flying that involves the planned use of abnormal
- 15 or “special” checklists and/or determinations of the airworthiness of major system items
- 16 or troubleshooting.
- 17 129. “Furlough base” means the base to which a pilot was assigned on their date of furlough.
- 18 130. “Green slip” (GS) means a request by a pilot to be assigned same-day/next-day open time
- 19 that may generate premium pay:
- 20 a. on their regular line days-off,
- 21 b. on their reserve line X-day(s),
- 22 c. on reserve line on-call days, while on long-call, with less than 12 hours’ notice, or
- 23 d. on their remaining reserve line on-call days in the current bid period after they have
- 24 accumulated credit equivalent to the ALV in such bid period.
- 25 131. “Green slip with conflict” (GSWC) means a request by a regular pilot to be assigned
- 26 same-day/next-day open time that may generate premium pay, and:
- 27 a. overlaps a scheduled rotation(s) remaining to be flown, or
- 28 b. creates an FAR or PWA conflict with a scheduled rotation(s) remaining to be flown.
- 29 132. “Hard non-fly day” means a non-fly day on which a pilot may not be inversely assigned
- 30 to a rotation (e.g., vacation, APD day, reserve PD day, ALPA, legal duty, MLOA, or
- 31 golden X-day).
- 32 133. “Hawaiian” or “HA” means Hawaiian Airlines, Inc.
- 33 134. “Hawaiian marketing agreement” means the Amended and Restated Codeshare
- 34 Agreement dated as of August 2, 2010 by and between Delta Air Lines, Inc. and
- 35 Hawaiian Airlines, Inc., as amended from time to time.
- 36 135. “Hearing officer” means a Company-designated senior Flight Operations official holding
- 37 a title with the Company of Regional Director, or above.
- 38 Note: The hearing officer must be vested with the necessary authority to decide the
- 39 dispute or matter before them. A Regional Director who has previously heard a dispute
- 40 under **Section 18 B. 1.** or participated in the investigation of an alleged incident or
- 41 problem under **Section 18 C. 1.**, may not then serve as the hearing officer for such
- 42 dispute or matter.
- 43 136. “HMO above composite premium” means the amount charged by an HMO in excess of
- 44 the composite amount the Company contributes to the cost of the Delta Health Plan
- 45 (other than an HMO).

Section 2 – Definitions and Glossary

- 1 138. "Inactive NWA pilot" means a former NWA pilot who on October 30, 2008 was not in
2 active payroll status, including but not limited to furlough, military leave exceeding 30
3 consecutive days, personal leave, family leave, medical leave, maternity leave or
4 disciplinary suspension and has not returned to active payroll status as described in
5 **Section 25 S. 4. c.**
6 Note: A NWA disabled pilot is not an inactive NWA pilot.
- 7 139. "Inactive payroll status" means the status of a pilot who is furloughed, receiving benefits
8 under the D&S Plan, military leave that exceeds 30 consecutive days, medical leave,
9 personal leave (other than known personal leave), FMLA leave, bonding leave, maternity
10 leave, or a pilot on a disciplinary suspension.
- 11 140. "Industry standard interline agreement" means an agreement or other arrangement
12 between or among two or more carriers, such as the International Air Transport
13 Association's "multilateral interline traffic agreements", or an "interline ticket and
14 baggage agreement", establishing rights and obligations relating to the acceptance and
15 accommodation of interline passengers and shipments.
- 16 141. "Initial training" means training necessary to create an equipment and status
17 qualification.
- 18 142. "Interim period" means the period between the closing date of the corporate transaction
19 pursuant to which the Company or any Company affiliate acquires control of the acquired
20 airline (the "closing date") and the later of the effective date of an integrated seniority list
21 or the effective date of a single collective bargaining agreement covering the pilots and
22 airmen involved.
- 23 143. "International operation" means a flight segment to or from an airport, or between
24 airports, located outside the contiguous 48 states of the United States.
25 Exception: A flight segment between an airport located in the mainland United States
26 and Alaska will not be considered an international operation.
- 27 144. "International partner flying" means flying performed by any foreign air carrier (which is
28 not a Company affiliate):
29 a. under or utilizing a designator code, trade name, brand, logo, trademarks, service
30 marks, aircraft livery or aircraft paint scheme currently or in the future utilized by the
31 Company or any Company affiliate, and/or
32 b. on aircraft on which the Company or any Company affiliate has purchased or
33 reserved blocked space or blocked seats for sale or resale to customers of the
34 Company or any Company affiliate.
- 35 145. "International pay" means an hourly pay premium paid to a pilot for flight time flown in
36 an international operation.
- 37 146. "International per diem" means the hourly meal allowance for time away from base that
38 is applicable to a pilot while engaged in international operations or while assigned to
39 training located outside the contiguous 48 states of the United States.
- 40 147. "Inverse assignment" (IA) means the assignment of open time in inverse seniority order
41 under **Section 23 N.** or **O.**
42 Exception: An assignment to a reserve pilot who is among a group of reserve pilots in
43 the same RAW value grouping under **Section 23 A. 46.** is not an IA.
- 44 148. "Inverse assignment with conflict" (IAWC) means an IA that:
45 a. overlaps a scheduled rotation(s) remaining to be flown, or
46 b. creates an FAR or PWA conflict with a scheduled rotation(s) remaining to be flown.

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- 1 149. “Irregular operations” (IROPS) means an event(s) in the system (e.g., sickness, fatigue or
2 no-show of another pilot, weather, mechanical, aircraft type substitution, substitution of
3 one aircraft model for another aircraft model on which the pilot is not qualified,
4 diversion, cancellation, overflight, misconnect, application of the FARs) that causes a
5 pilot to be removed from their scheduled rotation or portion thereof.
- 6 151. “Known absence” means a period of unavailability in a subsequent bid period for which a
7 pilot is scheduled prior to initial line awards for such bid period (e.g., training, vacation,
8 sick, MLOA, ALPA duty) during which a pilot may not be awarded a rotation(s) or on-
9 call day(s).
- 10 152. “Known accident leave” means accident leave in the subsequent bid period that is known
11 by the pilot before the date for the close of line bidding for such bid period as specified in
12 **Section 23 B.**
- 13 Note: A period of 14 or more days of known accident leave will be considered a known
14 absence. A period of less than 14 days of known accident leave will be considered a
15 known absence at the Company’s discretion.
- 16 153. “Known personal leave” means a period of unpaid personal leave that is made available
17 by the Company and awarded to pilots in a category, in seniority order, under **Section 13**
18 **J. 2.**, during which a pilot will remain on active payroll status.
- 19 154. “Known sick leave” means sick leave in the subsequent bid period that is known by the
20 pilot before the date for the close of line bidding for such bid period as specified in
21 **Section 23 B.**
- 22 Note: A period of 14 or more days of known sick leave will be considered a known
23 absence. A period of less than 14 days of known sick leave will be considered a known
24 absence at the Company’s discretion.
- 25 155. “Latin America” means South America, the Caribbean, Mexico, Central America, and the
26 West Indies.
- 27 156. “LCP/LVP time” means the greater of the actual or scheduled block time of a flight
28 segment on which a pilot performs LCP or LVP duties, as applicable.
- 29 157. “Legal duty” means participation by a pilot in a legal proceeding as:
30 a. a juror, or
31 b. a subpoenaed witness in:
32 1) criminal litigation, or
33 2) legal or administrative proceedings arising out of their employment with the
34 Company.
35 Exception: Participation in proceedings under **Section 1, 16, 18, 19,** or **27** is not
36 legal duty.
- 37 158. “Line” means a pilot’s bid period schedule.
38 a. “Initial line” means the line awarded/assigned to a pilot via PBS or DBMS.
39 b. “Adjusted line” means a pilot’s initial line as modified by the line adjustment process.
40 c. “Regular line” means a line composed of training, vacation, leaves, rotations, and/or
41 days-off.
42 d. “Reserve line” means a line composed of training, vacation, leaves, reserve on-call
43 days, and X-days.
44 e. “Blank regular line” means a regular line that is constructed without rotations.
45 f. “Specially created reserve line” means a reserve line that was not awarded/assigned in
46 the initial line awards.

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- 1 g. “Reduced lower limit line” (RLL) means a regular line with a value that is less than
2 the lower limit of his LCW that is constructed upon request to a pilot who cannot be
3 awarded a regular line within their LCW.
- 4 159. “Line adjustment” means the process by which the Company removes a rotation(s) from
5 a regular pilot’s line for the next bid period, which would otherwise create an FAR and/or
6 PWA conflict(s).
- 7 160. “Line check pilot” (LCP) means a pilot who is:
8 a. selected by the Company and designated by the FAA, and
9 b. authorized to administer evaluations during line operations.
- 10 161. “Line construction window” (LCW) means a range of hours that is ten hours above and
11 below the ALV for each position in each bid period. The LCW will not exceed 91.5
12 hours for narrowbody positions (and B-767/757) and 92.5 hours for widebody positions
13 (other than B-767/757).
- 14 162. “Line guarantee” means a line holder’s minimum pay and credit entitlement in a bid
15 period.
- 16 163. “Line validation pilot” (LVP) means a pilot who is:
17 a. selected by the Company, and
18 b. authorized to administer training and qualifications events during line operations,
19 including, but not limited to:
20 1) Mid-probationary validations,
21 2) Theater Qualifications (TQ), and
22 3) Special Airport Qualifications (SAQ).
- 23 c. not authorized to administer Captain evaluations during line operations
- 24 164. "Longevity" means all time beginning at date of employment as a pilot, and ending at
25 termination of employment as a pilot, retirement as a pilot, or death.
26 Exception one: For purposes of vacation, sick leave and pass benefits, the longevity of a
27 pilot who transferred from another Company department will begin on their most recent
28 date of employment with the Company.
29 Exception two: Longevity (including vacation and sick leave) does not include periods
30 during which a pilot remains on furlough due to their decision to bypass recall.
31 Exception three: On October 30, 2008, a former NWA pilot will receive longevity credit
32 as it existed at Northwest immediately prior to October 30, 2008 in addition to longevity
33 credit for any periods of furlough that occurred on or after July 31, 1992 (excluding any
34 periods of furlough bypass) and up to 90 days of credit for the difference in points of time
35 between when they were hired as a pilot and when a pilot in their new-hire class first
36 completed an initial OE.
- 37 165. “Low-time pilot” means a:
38 a. Captain or First Officer who has not flown (excluding deadhead) 75 hours of block
39 time as a Captain or First Officer in his aircraft type, or
40 b. Captain or First officer on a MAC who, when the block hours they have flown on his
41 aircraft type are added to the block hours of the other pilot(s), the sum does not
42 satisfy the Department of Defense 250 hour combined total line operating experience
43 requirement.
- 44 166. “Mainland United States,” means the contiguous 48 states of the United States.
- 45 167. “Malaria endemic destination” (MED) means a destination that Flight Operations, in
46 consultation with the International Flying Optimization Team (IFOT), has recommended

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- 1 that employees use a malaria chemoprophylaxis regimen when visiting as a crew
- 2 member. Rotations to a MED will be designated in the bid package and on the pilot’s
- 3 rotation and a DBMS popup will remind a pilot assigned or awarded a rotation to a MED.
- 4 168. “Material change” means an amendment to the Hawaiian marketing agreement that:
- 5 a. affects the codeshare or prorate terms or conditions of the Hawaiian marketing
- 6 agreement and,
- 7 b. has or would have an adverse material economic impact on:
- 8 1) the structure or benefits of the Hawaiian marketing agreement to Delta, or
- 9 2) a substantial number of the Delta pilots.
- 10 X. "MBCBP" means the Delta Air Lines, Inc. Market Based Cash Balance Plan, effective
- 11 TBD, as amended.
- 12 169. “Medicare disabled” means becoming eligible for Medicare benefits for a reason other
- 13 than attainment of Medicare eligibility age.
- 14 170. “Medicare eligibility age” means the age at which an individual may apply for hospital
- 15 insurance benefits under part A of Medicare as set forth in 42 U.S.C. 426(a)(1).
- 16 171. “Military Airlift Charter” (MAC) means all flight operations conducted as a charter under
- 17 an agreement between the Company and the Department of Defense or any branch of the
- 18 United States Armed Services, except for Civil Reserve Air Fleet operations. A rotation
- 19 that includes MAC operations will be identified with a distinct designator for PBS/PCS
- 20 and cannot be awarded to a pilot who has not completed their OE.
- 21 172. “Minimum separation length” (MSL) means, for a widebody category in which 20% or
- 22 more of the published rotations in a bid period are scheduled to operate for nine or more
- 23 days, the weighted average length of the published rotations in a category that are
- 24 scheduled to operate for nine or more days, rounded to the nearest whole number, and
- 25 published in the bid package.
- 26 173. “Month,” for the purposes of *Section 1*, means calendar month.
- 27 174. “Narrowbody,” other than for purposes of *Section 1*, means an aircraft type under
- 28 *Section 22 A. 3. g. – l.*
- 29 175. “New or reestablished category” means, for the purposes of *Section 22*, a category that
- 30 has not been in existence for 60 days since the date of the first opportunity for the first
- 31 conversion.
- 32 177. “Non-consolidated pilot” means a pilot who has not completed consolidation
- 33 requirements as set forth in the FARs (currently Section 121.434(g) or a pilot who has
- 34 flown (excluding deadhead) less than 100 block hours, including OE, in his aircraft type).
- 35 178. “Non-fly day” means a day or 24-hour period during which a pilot:
- 36 a. does not perform flying for the Company,
- 37 b. is not scheduled to perform flying for the Company,
- 38 c. does not participate in training, other than distributed training (including travel days),
- 39 d. does not perform an SLI duty period (including a flex day),
- 40 e. is not on Company business,
- 41 f. is not removed from his scheduled rotation for the convenience of the Company, or
- 42 g. is not on long call or short call.
- 43 179. “Non-scheduled flight” means a publicity flight, contract flight, charter flight not shown
- 44 on a regular line, scenic flight, attempt, rerouted flight, ferry flight, functional check
- 45 flight, verification flight, proving run, experimental flight and airway aid test flight.
- 46 180. “Non-seniority list instructor” (NSLI) means an instructor who is:

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

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- 1 e. to or from an airport in Africa, as follows:
2 1) between the United States and any point on the African continent, and
3 2) any flight segment scheduled for greater than eight hours to, within or from the
4 African continent,
5 or,
6 f. to or from an airport in Asia on a flight segment scheduled for greater than eight
7 hours to, within or from the Asian continent,
8 or,
9 g. across the Arctic Ocean, between the North American continent and the Asian
10 continent.
- 11 X. “Ocean crossing pay” means an hourly pay premium paid to a pilot for flight time flown
12 on an ocean crossing flight segment operated on any aircraft that does not pay the highest
13 hourly rate under **Section 3 B. 2.**, provided there is a narrowbody category with an ocean
14 crossing rotation published in the bid package for that month.
15 Exception: Ocean crossing segments between the U.S. mainland and Hawaii will not:
16 a. be considered for the purpose of triggering Ocean crossing pay, or
17 b. receive Ocean crossing pay.
18 Note: An ocean crossing flight segment operated on a narrowbody aircraft as a result of
19 an unscheduled aircraft substitution (i.e., not published in the bid package) will receive
20 Ocean crossing pay. Such substitution does not trigger ocean crossing pay for any other
21 aircraft.
- 22 192. “OE shadow period” means a period of unavailability that is applied to a pilot’s line prior
23 to initial line awards under **Section 11 F. 8.**, during which an award of a rotation(s) or on-
24 call day(s) will be for pay purposes only. Any such rotation(s) or on-call day(s) will
25 remain available to be awarded to another pilot in PBS.
- 26 193. “Off-line deadhead” means travel on a Delta Connection Carrier in category C operations
27 (i.e., pursuant to a prorate agreement) or any carrier other than Delta Air Lines, Inc.
- 28 194. “Off-rotation deadhead” means travel initiated by a pilot, at the beginning or end of a
29 rotation, by means other than the scheduled deadhead segment.
- 30 195. “On-line transportation” means travel on Delta Air Lines, Inc. and Delta Connection
31 Carriers in category A operations (i.e., not a prorate agreement).
- 32 196. “OOA” means Out-of-Area.
- 33 197. “Open time” means a rotation(s) not awarded on a regular line in the initial line awards,
34 or that otherwise becomes available.
- 35 198. “Operating experience” (OE) means performing the duties of Captain or First Officer
36 under the supervision of an LCP under FAR 121.434 (c) and (f).
- 37 199. “Operational crewmember” means a pilot who operates the controls of the aircraft, assists
38 in the operation or control of the aircraft, and/or serves as a relief Captain or relief First
39 Officer.
- 40 200. “Out-of-base pilot” means a pilot who holds the same position at another base.
- 41 201. “Pacific flying” means flying on all routes (a) across the Pacific or Arctic ocean between
42 North America (including Hawaii), on the one hand and Asia or Oceania, on the other
43 hand, (b) between Asia, on the one hand and Oceania, on the other hand, and (c) to/from
44 points within Asia.
- 45 202. “Parent” means any entity that controls another entity.

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1 X. “Pay, No Credit” means pay due a pilot that is in addition to all other pay to which the
2 pilot may otherwise be entitled without the pilot receiving any additional credit for such
3 assignment.

4 203. “Permanent residence” means the home where a pilot physically resides on a permanent
5 basis and at which they intend to remain. Evidence of a pilot’s permanent residence
6 includes, but is not limited to, their DBMS residence address and residence address for
7 Company benefits enrollment purposes.

8 204. “Permitted aircraft type” means:

9 a. an aircraft operated by Delta Private Jets as an affiliate of the Company (or a
10 successor to Delta Private Jets that remains an affiliate of the Company), certificated
11 in the United States for 19 or fewer passenger seats and with a maximum certificated
12 gross takeoff weight in the United States of 65,000 or fewer pounds,

13 Exception: Up to five aircraft certificated in the United States for 19 or fewer
14 passenger seats may have a maximum certificated gross takeoff weight in the United
15 States of 99,900 or fewer pounds,
16 and

17 b. one of up to 125 aircraft (other than the aircraft in **Section 1 B. X. a.**) certificated for
18 operation in the United States for 50 or fewer passenger seats and with a maximum
19 certificated gross takeoff weight in the United States of 65,000 or fewer pounds (“50-
20 seat aircraft”), and

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

24 d. one of up to 223 aircraft configured with 71-76 passenger seats and certificated in
25 the United States with a maximum gross takeoff weight of 86,000 pounds or less
26 (“76-seat aircraft”).

27 Note: If on January 1, 2014, or any succeeding January 1 thereafter, the number of
28 50-seat aircraft in category A or C operations exceeds the maximum permitted
29 number, the Company will require carriers that engage in category A or C
30 operations to suspend or cease operations on a sufficient number of 50-seat aircraft
31 or 76-seat aircraft to comply with these requirements within 60 days and to remain
32 in compliance thereafter. The Company will be excused from compliance with the
33 provisions of this Note in the event a circumstance over which the Company does
34 not have control is the cause of such non-compliance.

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

38 Exception two: In the event the hiring or flow provisions of NWA LOA 2006-10 or
39 LOA #9 cease to be available, either at the feeder carrier affiliate referenced in such
40 LOAs or at another carrier, the number of permitted 76-seat aircraft in **Section 1 B. X.**
41 **d.** will be reduced by 35.

42 205. “Personal drop sick” (PDS) means a personal drop request by a pilot to engage in a
43 routine health maintenance procedure, i.e., ordinary preventative care that does not
44 disqualify a pilot from performing duties as a flight crewmember. PDS requests will be
45 granted at the discretion of the Chief Pilot’s Office.

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- 1 206. “Physical standards” means the standards established by the FAA for the issuance of a
2 First Class Medical Certificate, including the FAA waiver and restriction policy.
- 3 207. “Pilot” means an employee of Delta Air Lines, Inc. whose name appears on the Delta Air
4 Lines Pilots’ system seniority list.
5 Note: For ease of reading in *Section 1*, the defined term “pilot” may be modified by the
6 word “Delta.” Such modification does not change the meaning of the defined term
7 “pilot.”
- 8 208. “Pilot change schedule” (PCS) means a process for the submission of requests for:
9 a. military leave of absence (see *Section 13 D.*)
10 b. personal drop (PD), qualified personal drop (QPD), individual vacation day (IVD),
11 and authorized personal drop (APD) (see *Section 23 I.*)
12 c. swap with the pot (see *Section 23 H.*)
13 d. white slip (see *Section 23 P.*)
14 e. yellow slip (see *Section 23 T.*)
15 f. GS and GSWC (see *Section 23 Q.*)
16 g. X-day move (see *Section 12 M. 8.*)
17 h. additional day off (see *Section 23 S. 16.*)
18 i. recovery slip (see *Section 23 J.*)
- 19 X. “Pilot Performance Data” means information generated by an aircraft, system, component
20 or device relating to a pilot’s operation of the aircraft.
- 21 209. “Pilot retiree” means a pilot (or 13 B. 3. pilot) who retired after June 1, 2006 or a former
22 NWA pilot who retired after October 30, 2008.
23 Exception: A NWA disabled pilot is not a pilot retiree.
- 24 210. “Pilot-to-pilot swap board” means an electronic system through which a pilot offers
25 and/or executes a rotation drop, swap, and/or pickup with another pilot under
26 *Section 23 F.*
- 27 211. “Pilot Working Agreement” or “PWA” means the basic collective bargaining agreement
28 between Delta Air Lines, Inc. and the air line pilots in the service of Delta Air Lines, Inc.
29 as represented by the Air Line Pilots Association International, together with all effective
30 amendments, supplemental agreements, letters of agreement, and letters of understanding
31 between the Company and the Association.
- 32 212. “Position” means the combination of a pilot’s aircraft type and status.
- 33 213. “PPO Option B” means the plan providing medical and dental benefits that was in effect
34 under the NWA CBA, as amended.
- 35 214. “Pre-merger Delta pilot” means a pilot whose name appeared on the Delta seniority list
36 immediately prior to October 30, 2008.
- 37 215. “Premium pay” means pay as set forth in *Section 23 U.* applicable to:
38 a. an inversely assigned rotation or flight segment(s).
39 b. a GS rotation.
40 c. a GSWC rotation.
- 41 216. “Pre-tax income” (PTIX) means, for any calendar year, the Company’s consolidated pre-
42 tax income calculated in accordance with Generally Accepted Accounting Principles in
43 the United States and as reported in the Company’s public securities filings but
44 excluding:
45 a. all asset write downs related to long term assets,
46 b. gains or losses with respect to employee equity securities,

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- 1 c. gains or losses with respect to extraordinary, one-time or non-recurring events, and
2 d. expense accrued with respect to the profit sharing plan.
- 3 X. “Proffer,” for purposes of **Section 23**, means an offer of an award or assignment made by
4 the Company to a pilot that the pilot, in their discretion, may accept or decline.
- 5 217. “Proficiency check” (PC) means any of the following validation or evaluation events in
6 the simulator or Flight Training Device administered under the AQP:
7 a. Procedures Validation (PV)
8 b. Maneuvers Validation (MV)
9 c. Line Operational Evaluation (LOE)
10 Note: MV and LOE for a pilot obtaining a type rating are not proficiency checks.
- 11 218. “Proficiency check pilot” (PCP) means:
12 a. a pilot who is selected by the Company and designated by the FAA and authorized to
13 administer proficiency checks in other than line operations, and/or
14 b. an NSLI who is selected by the Company and designated by the FAA and authorized
15 to administer proficiency checks in other than line operations under **Section 11 D**.
- 16 219. “Profit/loss sharing agreement” means an agreement or arrangement in which the
17 Company or a Company affiliate shares in the economic performance of one or more
18 other carriers and/or of its or their affiliate or affiliates, through incremental revenue
19 sharing or the sharing of profits or losses in connection with the Company’s and the other
20 carrier or carriers’ carriage of passengers. An agreement or arrangement that constitutes
21 an industry standard interline agreement, a codeshare agreement with a carrier engaged in
22 international partner flying in which there is no sharing in the economic performance of
23 the carrier’s flying through incremental revenue sharing or the sharing of profits or
24 losses, a prorate agreement, a sales/super commission agreement, the Hawaiian and
25 Alaska marketing agreements, and an arrangement between the Company and any
26 Company affiliate and one or more Delta Connection Carriers is not a profit/loss sharing
27 agreement.
- 28 220. “Projection” means the sum of a pilot’s accumulated credit and remaining scheduled
29 credit within the bid period.
- 30 221. “Projected number of regular lines” means the total scheduled block and credit hours in a
31 category added to a percentage of the total known absence hours in such category,
32 divided by the ALV for such category.
33 Note: The percentage of total known absence hours will be determined by the Director –
34 Crew Resources & Scheduling with the purpose of determining the most accurate
35 projected number of regular lines. The Company will provide advance notice of any
36 intent to change such percentage in a category, and will meet and confer upon request
37 with the Association to mutually review the reason for the change and to demonstrate the
38 increased accuracy of the calculation.
- 39 222. “Projected number of reserve lines” means the difference between the total number of
40 pilots on a published category list and the projected number of regular lines for such
41 category.
- 42 223. “Pro rata portion of the ALV” means the ALV for a position divided by the number of
43 days in a bid period.
- 44 224. “Pro rata portion of the reserve guarantee” means the reserve guarantee for a position
45 divided by the number of days in a bid period.

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- 1 225. “Prorate Agreement” means an agreement between the Company or a Company affiliate
2 and another carrier or its affiliate for the proration of interline revenue between them,
3 under a standard interline prorate formula, and in a manner that provides no economic
4 benefit to the Company other than from the carriage of passengers by the Company. The
5 term "economic benefit" does not include the reimbursement of distribution costs or
6 industry standard interline service charges.
- 7 226. “Purchased vacation” means the vacation days that a pilot receives as a result of a full
8 service bank transaction.
- 9 227. “QHCP certificate” means written verification from a QHCP, with whom a pilot has a
10 bona fide patient relationship, indicating in general terms the nature of the pilot’s
11 sickness.
- 12 228. “Qualification training” means training necessary to create a position qualification (i.e.,
13 initial, transition, upgrade, requalification, transoceanic ground school).
- 14 229. “Qualified health care professional” (QHCP) means a licensed and credentialed medical
15 professional who holds one of the following degrees:
16 a. A.P.R.N.,
17 b. D.C.,
18 c. P.A. – C., or
19 d. PhD, and is credentialed as a licensed clinical psychologist.
- 20 230. “Qualified SLI” means an SLI who can function as the instructor of record.
- 21 231. “Quarterly continuing qualification training” (QCQ) means distributed training that is
22 completed quarterly to maintain position qualification under the Company’s Advanced
23 Qualification Program (AQP).
- 24 232. “RAW value grouping” means a range of RAW values for each category in each bid
25 period determined by mutual agreement between the Director – Crew Resources and
26 Scheduling and the MEC Scheduling Committee Chairman, and made available no later
27 than the last day of the prior bid period.
- 28 233. “Recalled-medical hold” means the status of a pilot who is unable to present the
29 Company with a First Class Medical Certificate within 30 days of receipt of their notice
30 of recall.
- 31 234. “Recency” or “recency of experience” means the requirement of a Captain or First
32 Officer to make at least three takeoffs and landings within a 90-day period under FAR
33 121.439.
- 34 235. “Recovery slip” means a request by a regular pilot to be awarded open time under
35 **Section 23 J.** in lieu of being assigned recovery flying under **Section 23 K. 1.**
- 36 X. “Redeye flight segment,” for purposes of **Sections 8** and **12**, means an eastbound
37 unaugmented flight segment that intrudes the pilot’s WOCL, or that touches 0200-0359
38 as the aircraft flies through the air.
- 39 236. “Reestablishment of recency” means the training and checking required under FAR
40 121.439 to reestablish qualifications that have lapsed due to lack of recency.
- 41 237. “Regular pilot” means a pilot who holds a regular line.
- 42 238. “Release” means:
43 a. for purposes of determining a pilot’s break-in-duty, the later of:
44 1) 30 minutes after the block-in of their last flight segment, or

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- 1 2) the actual time the pilot is released by the Company (after completion of any
- 2 additional duty required by the Company) to begin a rest period sufficient to
- 3 break their duty period under **Section 12 G.**
- 4 b. for purposes of determining a pilot’s duty period credit and rotation credit, the later
- 5 of:
- 6 1) 30 minutes after the actual block-in of the pilot’s last flight segment,
- 7 2) 30 minutes after the adjusted block-in of the pilot’s last flight segment determined
- 8 by adding the scheduled block time of such flight segment to the later of the
- 9 scheduled or actual departure time of such flight segment, or
- 10 3) the actual time the pilot is released by the Company (after completion of any
- 11 additional duty required by the Company) to begin a rest period sufficient to
- 12 break their duty period under **Section 12 G.**

13 239. “Relief Captain” means a Captain who is current in their position and augments a crew.

14 240. “Relief crew” means a relief Captain and a relief First Officer, collectively.

15 241. “Relief First Officer” means a type rated First Officer who is current in their position and

16 augments a crew.

17 242. “Report” means the later of the actual or scheduled time that a pilot begins duty. Such

18 scheduled time is:

- 19 a. one hour before the scheduled departure of the first:
- 20 1) non-trans-oceanic flying segment.
- 21 2) deadhead on on-line transportation or a Delta Connection Carrier (including an
- 22 ocean crossing deadhead that originates within the continental United States).
- 23 b. 90 minutes before the scheduled departure of the first:
- 24 1) trans-oceanic flight segment, (including an ocean crossing deadhead that
- 25 originates outside the continental United States).
- 26 2) off-line deadhead segment other than a Delta Connection Carrier.

27 Exception: Flight segments to/from Hawaii will have a 60-minute report.

28 243. “Reroute” means:

- 29 a. alteration of a pilot’s rotation or portion thereof due to irregular operations to:
- 30 1) delete a previously scheduled flight segment(s), and/or
- 31 2) add a flight segment(s) that is not open time (including flying removed from open
- 32 time),
- 33 or
- 34 b. alteration of a pilot’s rotation or portion thereof to:
- 35 1) delete a previously scheduled flight segment(s), and/or
- 36 2) add a flight segment(s) under **Section 23 N. 24.** or **O. 18.;**
- 37 and
- 38 c. notification to the pilot, after the airborne departure of his first flight segment, of such
- 39 alteration.

40 Note: An alteration in the departure, enroute or arrival time of a scheduled flight segment

41 does not constitute a reroute.

42 244. “Reserve assignment weighting” (RAW) means a value assigned to a reserve pilot that is

43 based on his accumulated credit in a bid period, his CROC days in a bid period, and his

44 number of short call credits in a bid period. A reserve pilot’s RAW is used as part of the

45 process of sequencing him for assignment to open time. Such value will be calculated

46 using the following formula, rounded to the nearest integer:

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

2 **A** = the reserve pilot's credit hours accumulated in the bid period plus prorated credit
3 hours associated with his period of unpaid absence and/or vacation and/or training
4 (other than qualification or distributed training), if any. The number of prorated
5 hours associated with his period of unpaid absence and/or vacation and/or training
6 (other than qualification or distributed training) will be determined by multiplying the
7 number of days of his unpaid absence and/or vacation and/or training (other than
8 qualification or distributed training) by the reserve guarantee and then dividing that
9 product by 30 or 31 (days of the bid period).

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

16 **C** = the reserve guarantee.

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

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

20 245. "Reserve day" means a day on which a reserve pilot is scheduled to be on either an on-
21 call day or an X-day.

22 246. "Reserve pilot" means a pilot who holds a reserve line.

23 247. "Reserve pro rata share" means the reserve guarantee divided by the associated number
24 of on-call days in a bid period on a reserve line.

25 248. "Reserve utilization order" (RUO) means an order of assigning open time to reserve
26 pilots, within days-of-availability groupings, that is based upon a comparison of their
27 RAW value groupings.

28 249. "Rest facility" means an on-board crew rest accommodation for aircraft used on flights
29 requiring a relief pilot or relief crew.

30 a. "Class 1 rest facility" means a bunk or other surface that allows for a flat sleeping
31 position and is located separate from both the flight deck and passenger cabin in an
32 area that is temperature-controlled, allows the flightcrew member to control light, and
33 provides isolation from noise and disturbance.

34 b. "Class 2 rest facility" means a seat in an aircraft cabin that allows for a flat or near
35 flat sleeping position, is separated from passengers by a minimum of a curtain to
36 provide darkness and some sound mitigation, and is reasonably free from disturbance
37 by passengers or flightcrew members.

38 c. "Class 3 rest facility" means a seat in an aircraft cabin or flight deck that reclines at
39 least 40 degrees and provides leg and foot support.

40 Note one: The FAA will determine the classification of each on-board crew rest
41 accommodation.

42 Note two: In the event of a change to the definition of a rest facility under FAR 117, the
43 parties agree to meet and confer regarding such changes.

44 250. "Retired" means the termination of employment of a pilot (or 13 B. 3. pilot) after
45 attaining age 50 but prior to:

46 a. death,

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- 1 b. resignation or quit,
- 2 c. discharge by the Company,
- 3 d. failure to return to work:
 - 4 1) upon expiration of approved medical or military leave of absence,
 - 5 2) upon recall after furlough, or
 - 6 3) before the date of the expiration of re-employment rights required by law,
 - 7 or
- 8 e. expiration of furlough status without a return to work.

9 Note: A NWA disabled pilot is not considered retired.

10 251. “Rotation” means a duty period, or series of duty periods, that is identified by number
11 and scheduled to begin and end at a pilot’s base, and all the flight segments contained
12 therein. The release of a regular pilot for a break-in-duty at their base that is within such
13 a series of duty periods (“in base layover”) will not end their rotation.

14 252. “Rotation guarantee” means the pay guarantee under **Section 4 F.**

15 253. “Savings Plan” means the Delta 401(k) Retirement Plan.

16 254. “Scheduled block hour” means an hour of scheduled block time.

17 255. “Scheduled block times” means the greater of the flight times set forth in the:

- 18 a. Company operating schedules, or
- 19 b. bid package.

20 256. “Scheduled flight” means a flight published in the bid package or shown in the
21 Company’s operating schedules and extra sections thereof.

22 257. “Scheduled legal duty leave” means legal duty leave that is reported by the pilot to the
23 Company prior to the close of line bidding for the bid period in which the legal duty
24 leave is scheduled to occur, and that the Company, at its discretion, places on the pilot’s
25 schedule prior to the close of line bidding for such bid period.

26 258. “Seniority” means a pilot’s number on the seniority list.

27 259. “Seniority date” means the date of a pilot’s seniority as shown on the seniority list.

28 260. “Seniority list” means the Delta Air Lines Pilots’ system seniority list.

29 261. “Seniority list instructor” (SLI) means an instructor who is a pilot.

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

32 262. “Service provider” means any entity, other than the Company, that provides any services
33 for the 401(k) Plan and/or MBCBP including, but not limited to, the record-keeper and
34 trustee.

35 263. “Sick” means disabled due to sickness, as defined in **Section 14 A. 17.**

36 264. “Sick leave shadow period” means a period of unavailability that is applied to a pilot’s
37 line prior to initial line awards under **Section 14 H.**, during which an award of a
38 rotation(s) or on-call day(s) will be for pay purposes only. Any such rotation(s) or on-
39 call days(s) will remain available to be awarded to another pilot in PBS.

40 265. “Sick leave year” means the period from June 1 of each year to the subsequent May 31.

41 266. “Sickness” means any personal medical condition of a pilot, physical or mental, that
42 disables the pilot from performing duties as a flight crewmember.

43 Note: Sickness does not include routine health maintenance procedures, i.e., ordinary
44 preventative care that does not disqualify a pilot from performing duties as a flight
45 crewmember.

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- 1 267. “Sick occurrence” means the period between the time a pilot calls in sick and the time
2 that they call in well.
3 Note: Regular line days off and reserve X-days within a sick occurrence will not be
4 considered to be sick leave.
- 5 268. “Single operating certificate” (SOC) means the date on which the FAA issues the
6 Company an operating certificate that grants the authority to conduct flight operations of
7 the Company and Northwest as a single airline.
- 8 269. “SLI duty period” means one of the following when performed by an SLI:
9 a. one FTD or simulator period including brief and debrief.
10 b. one training and/or evaluation event in an aircraft including brief and debrief.
11 c. a VF(s) and/or an FCF(s), not to exceed 10 hours.
12 d. a day of Company business away from his training center.
13 e. a duty period of up to 13 scheduled hours and 15 actual hours during which an SLI
14 deadheads to and/or from a training location and performs SLI duties.
15 f. a period consisting solely of deadheading to or from a training location.
16 g. service as part of a crew complement for one FTD or simulator period, including brief
17 and debrief.
18 h. up to eight hours (exclusive of meal break) of office duties or special projects (an
19 “office day”).
- 20 Note: An SLI may be required to perform any SLI duties during their office day or
21 additional SLI duties that have arisen on short notice during his SLI duty period. Such
22 SLI will be credited with an additional SLI duty period only if they are required to remain
23 on duty in excess of eight hours (exclusive of meal break).
- 24 270. “Soft non-fly day” means a non-fly day other than a hard non-fly day (i.e., a day on
25 which a pilot may be inversely assigned to a rotation).
- 26 271. “Standard deviation” means an index of variability as set forth in *Robert L. Winkler and*
27 *William L. Hays, Statistics, Probability, Inference and Decision, 164-5 (2d Ed. 1975)*.
- 28 272. “Standing bid” means a pilot’s order of category preferences, as they exist in DBMS, for
29 AEs, MDs, and VDs. A pilot’s category preferences may include:
30 a. a minimum acceptable relative seniority ranking (by number or percentage) in the
31 category (including his own category),
32 b. a specification for “regular line only”, or
33 c. his willingness to be displaced in lieu of a pilot who is junior to him and in his
34 category.
- 35 273. “Status” means a pilot’s rank as Captain or First Officer.
- 36 274. “Subsidiary” means any entity that is controlled by another entity.
- 37 275. “Sufficient qualifications” means the requirements imposed by law and this PWA to
38 enter training or serve as a pilot for Delta Air Lines, Inc.
- 39 276. “Supplemental vacation” means the vacation days that a pilot receives (for use in the
40 current or following vacation year) under **Section 23 S. 16**.
- 41 277. “Survivor” or “eligible survivor” means the spouse or child of a deceased pilot, 13 B. 3.
42 pilot, or pilot retiree, as defined in the D&S Plan.
43 Exception: The spouse or child of a deceased NWA disabled pilot is not a survivor or
44 eligible survivor as those terms are defined in the D&S Plan.
- 45 278. “Targeted line value” (TLV) means a 12 bid period rolling average of the ALV for a
46 position that will be between 73 and 78 hours (inclusive).

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

4 280. “Theater qualification” means a program for qualification of pilots in a specified area of
5 operations as set forth in the Airway Manual.

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

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

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

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

16 Note: See **Section 11 I. 3**. (travel to training), **Section 23 P. 6**. (out-of-base white slips)
17 and **Section 23 Q. 13**. (out-of-base green slips).

18 282. “Top-up disability benefit” means the supplemental disability benefit payable to a former
19 NWA pilot under **Section 26 N. 4**.

20 283. “Total projected costs” for the DPMP for each calendar year will be determined by an
21 actuary selected by the Company and will be developed from the combined experience of
22 a population composed of all of the Company's active pilots participating in medical and
23 dental plans excluding HMOs and fully insured options. The Company's actuary will use
24 reasonable actuarial assumptions and methods that are designed to determine such total
25 projected costs in the actuary's best professional judgment. By June 15th of each year, the
26 Company will provide to the Association the actuary's detailed preliminary determination
27 of what the total projected costs will be for the following calendar year. The Association
28 may provide comments on such analysis by July 7th, and the Company's actuary will
29 consider such comments in making its final determination of total projected costs. The
30 methodology for calculating DPMP base rate premiums and relative values will be as
31 follows:

- 32 a. Total projected claims cost for all Company-sponsored health plans using pilot only
33 historical paid claims and enrollment experience and applying actuarial
34 adjustments. Actuarial adjustments to include the following items: healthcare cost
35 trends, paid-to-incurred adjustments, enrollment changes, plan design changes,
36 program changes, and other adjustments deemed necessary based on actuarial
37 standards of practice and judgement (made in consultation with ALPA’s actuary).
- 38 b. Allocate total projected claims cost to determine each plan’s claims cost using each
39 plan’s utilization adjusted actuarial value. This method accounts for the different
40 utilization by plan exhibited when a group insurance rating pool is split by plan
41 option.
- 42 c. Adjust each plan’s claims cost to reflect cost containment plan features. Plan features
43 include items such as prescription drug list, supply limits, prior authorization, and
44 network discount differences. For each change to a cost-containment feature or
45 program of the plan, ALPA will be provided a description of the feature/program and
46 the expected cost impact of such change.

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- 1 d. Add administrative and program fees applicable to DPMP. Fees include items such as
- 2 network and claims administration, utilization and care management programs, third
- 3 party vendor programs, and other program costs that applies to DPMP.
- 4 Note one: The calculations and the underlying data utilized to make the above
- 5 calculations are subject to examination by ALPA and its actuary.
- 6 Subsequent DPMP premium adjustments, beginning for the 2024 plan year, will be based
- 7 on pilot-only claims experience in all Company-sponsored health plans.
- 8 Note two: If changes to health plans affect relative values, the Company and ALPA’s
- 9 R&I Committee will meet to review new relative values.
- 10 284. “Training” means a Company-sponsored program of instruction and/or evaluation
- 11 required by an AQP, the Company, or the FARs (e.g., recency, qualification training,
- 12 CQ, distributed training).
- 13 285. “Training day(s)” means a day(s) in which a pilot is scheduled to:
- 14 a. attend continuous training.
- 15 b. travel between their base and the training location.
- 16 X. “Training Golden Day” means a day which may not conflict with a pilot’s training
- 17 footprint.
- 18 286. “Trans-oceanic duty period” means a duty period that contains an ocean crossing
- 19 (including deadheading).
- 20 287. “Unanticipated accident leave” means accident leave for the current or subsequent bid
- 21 period that is reported to the Company by a pilot after the line award for the bid period.
- 22 288. “Unanticipated sick leave” means sick leave for the current or subsequent bid period that
- 23 is reported to the Company by a pilot after the line award for the bid period.
- 24 289. “Unassigned pilot” means a pilot in excess of PWA staffing requirements who is
- 25 assigned to an aircraft type and base but does not currently hold a status.
- 26 290. “Unaugmented Operation” means a flight segment that does not utilize a relief First
- 27 Officer, relief Captain, or relief crew.
- 28 291. “United States” means the United States and its possessions and territories including but
- 29 not limited to the Commonwealth of Puerto Rico.
- 30 292. “Unscheduled legal duty leave” means legal duty leave that the Company does not place
- 31 on a pilot’s schedule prior to the close of line bidding for the bid period in which the legal
- 32 duty leave is scheduled to occur.
- 33 294. “Vacation bank hours” means the hours in a pilot’s vacation bank. Such vacation bank
- 34 hours will be equal to:
- 35 a. 4:00 for each day of a pilot’s earned vacation, together with purchased and
- 36 supplemental vacation for use in the current vacation year for the 2023-2024 vacation
- 37 year.
- 38 b. 4:15 for each day of a pilot’s earned vacation, together with purchased and
- 39 supplemental vacation for use in the current vacation year, effective April 1, 2024.
- 40 c. 4:35 for each day of a pilot’s earned vacation, together with purchased and
- 41 supplemental vacation for use in the current vacation year, effective April 1, 2025.
- 42 295. “Vacation period” means a portion(s) of the combination of a pilot’s earned, purchased
- 43 and supplemental vacation that is designated by the pilot as:
- 44 a. primary,
- 45 b. secondary,
- 46 c. tertiary,

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1 d. quaternary, or

2 e. quinary.

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

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

8 a. the planned use of abnormal or special checklists, or

9 b. determinations of the airworthiness of major system items or troubleshooting.

10 300. “VS” or “Virgin Atlantic” means Virgin Atlantic Airways Limited and any controlled
11 foreign air carrier affiliate of Virgin Atlantic Limited.

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

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

31 Note three: In the event the Company divests its equity interest in Virgin Atlantic
32 Limited or any entity that controls, directly or indirectly, Virgin Atlantic Airways
33 Limited, **Section 1 B. 58. Notes one and two** will be null and void and the definition of
34 “VS” or “Virgin Atlantic” and the provisions of **Section 1 R.** will revert to the versions in
35 effect as of the day prior to December 1, 2016.

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

44 301. “VS JV” means the business relationship between Delta and Virgin Atlantic as embodied
45 in the Joint Venture Agreement between Delta and Virgin Atlantic as in effect on January
46 1, 2014.

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- 1 302. “White slip” means a request by a regular pilot to be awarded open time under
2 **Section 23 P.**
- 3 303. “Widebody” means an aircraft type under **Section 22 A. 3. a. – f.**
- 4 304. “Window of circadian low” (WOCL) means the period between 0200 and 0559 (pilot
5 acclimated time).
- 6 305. “Within days-of-availability groupings” means an order of assigning open time under
7 **Section 23 N. or O.** to reserve pilots based upon a comparison between each pilot’s days-
8 of-availability and the length of the rotation.
- 9 306. “Within least disruption groupings” means an order of assigning open time to reserve
10 pilots for whom such assignment would extend into their regular line and conflict with a
11 rotation(s). Such pilots will be sequenced for assignment by least number of rotation
12 days to be dropped.
- 13 307. “Within least intrusion groupings” means an order of assigning open time to reserve
14 pilots for whom such assignment would extend into their regular line days-off, but would
15 not extend into a rotation(s). Such pilots will be sequenced for assignment by least
16 number of days interrupted.
- 17 308. “X-day” means a 24-hour duty-free period at a pilot’s base, on a reserve line.
- 18 309. “Year” means a calendar year.
- 19 310. “Yellow slip” means a request by a reserve pilot to:
20 a. become first in sequence for assignment:
21 1) to a specific rotation(s) (in seniority order within RUO among pilots submitting
22 yellow slips for such assignment), or
23 2) on a specific date(s) (in seniority order within RUO among pilots submitting
24 yellow slips for such assignment),
25 b. become first in sequence for conversion to short call at a specific time(s) and/or on a
26 specific date(s) under **Section 23 S. 2. c. Note two**, or
27 c. be awarded up to two additional on-call days.

28 29 B. Acronyms

- 30
- 31 1. “ACARS” – Automated Communication and Reporting System
- 32 2. “ADG” – Average Daily Guarantee
- 33 3. “AE” – Advance Entitlement
- 34 X. “AF” – Air France.
- 35 X. “AF/KL/AZ JV” – Air France/KLM/Alitalia joint venture
- 36 4. “ALPA” – Air Line Pilots Association, International
- 37 5. “ALV” - Average Line Value
- 38 6. “AME” – Aviation Medical Examiner
- 39 7. “AQP” – Advanced Qualification Program
- 40 8. “APD” – Authorized Personal Drop or Aircrew Program Designee
- 41 9. “ATP” – Airline Transport Pilot
- 42 X. “AZ” – Alitalia
- 43 10. “CME” – Company Medical Examiner
- 44 11. “COBRA” – Consolidated Omnibus Budget Reconciliation Act
- 45 12. “COMAT” – Company Material
- 46 13. “CROC” – Credited Reserve On-Call Day

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- 1 14. “CQ” –Continuing Qualification Training
- 2 15. “CTS” – Corporate Travel Services
- 3 16. “CVR” – Cockpit Voice Recorder
- 4 17. “D&S Plan” – Delta Pilots Disability and Survivorship Plan
- 5 18. “DBMS” – Data Base Management System
- 6 19. “DHS” – Director of Health Services
- 7 20. “DL” – Delta
- 8 21. “DP” – Duty Period
- 9 22. “DPA” – Duty Period Average
- 10 23. “DPAC” – Delta Pilots Assistance Committee
- 11 24. “DP-HDHP” – Delta Pilots High Deductible Health Plan
- 12 25. “DPMP” – Delta Pilots Medical Plan
- 13 26. “EASK” – Equivalent Available Seat Kilometers
- 14 27. “EOM” – End of Month
- 15 28. “ERC” – Event Review Committee
- 16 29. “FAA” – Federal Aviation Administration
- 17 30. “FAM” – Flight Advisory Message
- 18 31. “FAR” - Federal Aviation Regulation
- 19 32. “FCF” – Functional Check Flight
- 20 33. “FDP” – Flight Duty Period
- 21 34. “FFDR” – Fitness for Duty Report
- 22 35. “FICA” – Federal Insurance Contributions Act
- 23 36. “FOQA” – Flight Operations Quality Assurance
- 24 37. “FRB” – Fitness Review Board
- 25 38. “FRMS” – Fatigue Risk Management System
- 26 39. “FRMT” – Fatigue Risk Management Team
- 27 40. “FSA” – Flexible Spending Account
- 28 41. “FTD” – Flight Training Device
- 29 42. “GS” – Green Slip
- 30 43. “GSWC” - Green Slip With Conflict
- 31 44. “HA” – Hawaiian Airlines, Inc.
- 32 45. “HMO” - Health Maintenance Organization
- 33 46. “IA” – Inverse Assignment
- 34 47. “IAWC” – Inverse Assignment With Conflict
- 35 48. “IFOT” – International Flying Optimization Team
- 36 49. “IOE” – Initial Operating Experience
- 37 50. “IROPS” – Irregular Operations
- 38 51. “IRS” – Internal Revenue Service
- 39 52. “IVD” – Individual Vacation Day
- 40 X. “KL” or “KLM” – Koninklijke Luchtvaart Maatschappij N.V.
- 41 53. “LCA” – Line Check Airman
- 42 54. “LCP” – Line Check Pilot
- 43 55. “LCW” – Line Construction Window
- 44 56. “LOE” – Line Operational Evaluation
- 45 57. “LTD” - Long Term Disability
- 46 58. “LVP” – Line Validation Pilot

Section 2 – Definitions and Glossary

- 1 59. “MAC” – Military Airlift Charter
- 2 60. “MBCBP” – Market Based Cash Balance Plan
- 3 61. “MD” – Mandatory Displacement
- 4 62. “MEC” – Master Executive Council
- 5 63. “MED” – Malaria endemic destination
- 6 64. “MLOA” – Military Leave of Absence
- 7 65. “MPPP” – Delta Pilots Money Purchase Pension Plan
- 8 66. “MRO” – Medical Review Officer
- 9 67. “MV” – Maneuvers Validation
- 10 68. “NME” - Neutral Medical Examiner
- 11 69. “NSLI” – Non-Seniority List Instructor
- 12 70. “NTSB” – National Transportation Safety Board
- 13 71. “OE” - Operating Experience
- 14 72. “OSS” – Operations Support System
- 15 73. “PBS” – Preferential Bidding System
- 16 74. “PBSPR” – PBS Premium Rotation
- 17 75. “PC” – Proficiency Check
- 18 76. “PCP” – Proficiency Check Pilot
- 19 77. “PCS” – Pilot Change Schedule
- 20 78. “PD” – Personal Drop
- 21 79. “PDS” – Personal Drop Sick
- 22 80. “PME” – Pilot Medical Examiner
- 23 81. “PMX” – Plan Medical Examiner
- 24 82. “PS” – Positive Space
- 25 83. “PTIX” – Pre-Tax Income
- 26 84. “PWA” – Pilot Working Agreement
- 27 85. “QCQ” – Quarterly Continuing Qualification Training
- 28 86. “QHCP” – Qualified Health Care Professional
- 29 87. “QPD” – Qualified Personal Drop
- 30 88. “RAP” – Reserve Availability Period
- 31 89. “RAW” – Reserve Assignment Weighting
- 32 90. “RLL” – Reduced Lower Limit
- 33 91. “RUO” – Reserve Utilization Order
- 34 92. “SAQ” – Special Airport Qualification
- 35 93. “SLI” – Seniority List Instructor
- 36 94. “SPC” – Strategic Planning Committee
- 37 95. “SS” – Silver Slip
- 38 96. “SVP” – Senior Vice President
- 39 97. “TQ” – Theater Qualifications
- 40 98. “TLV” – Targeted Line Value
- 41 99. “VAS” – Voluntary Airport Standby
- 42 X. “VS” – Virgin Atlantic
- 43 100. “VD” – Voluntary Displacement
- 44 101. “VF” – Verification Flight
- 45 102. “VPN” – Virtual Private Network
- 46 103. “VRU” – Voice Response Unit

Section 2 – Definitions and Glossary

- 1 104. “WOCL” – Window of Circadian Low
- 2 105. “XCM” – Extra Crew Member

1 SECTION 3

2
3 COMPENSATION4
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 Alaska.
- 28 5. “Entry level pilot” means a pilot who has not completed their initial OE at the
29 Company.
- 30 6. “Flight time” means:
- 31 a. actual block time on a functional check flight and a verification flight
32 segment(s), and
- 33 b. for all other flying, the greater of actual or scheduled block time on a flight
34 segment(s).
- 35 7. “International operation” means a flight segment to or from an airport, or between
36 airports, located outside the contiguous 48 states of the United States.
37 Exception: A flight segment between an airport located in the Mainland United
38 States and Alaska will not be considered an international operation.
- 39 8. “International pay” means an hourly pay premium paid to a pilot for flight time
40 flown in an international operation.
- 41

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 their 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 their 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 such pilot was hired as a
14 pilot and when a pilot in their new-hire class first completed an initial OE.
- 15 10. "Ocean crossing pay" means an hourly pay premium paid to a pilot for flight time
16 flown on an ocean crossing flight segment operated on any aircraft that does not
17 pay the highest hourly rate under **Section 3 B. 2.**, provided there is a narrowbody
18 category with an ocean crossing rotation published in the bid package for that
19 month.
20 Exception: Ocean crossing segments between the U.S. mainland and Hawaii will
21 not:
22 a. be considered for the purpose of triggering Ocean crossing pay, or
23 b. receive Ocean crossing pay.
24 Note: An ocean crossing flight segment operated on a narrowbody aircraft as a
25 result of an unscheduled aircraft substitution (i.e., not published in the bid
26 package) will receive Ocean crossing pay. Such substitution does not trigger
27 ocean crossing pay for any other aircraft.
- 28 11. "Pay, No Credit" means pay due a pilot that is in addition to all other pay to
29 which the pilot may otherwise be entitled without the pilot receiving any
30 additional credit for such assignment.
- 31 12. "Pre-tax income" (PTIX) means, for any calendar year, the Company's
32 consolidated pre-tax income calculated in accordance with Generally Accepted
33 Accounting Principles in the United States and as reported in the Company's
34 public securities filings but excluding:
35 a. all asset write downs related to long term assets,
36 b. gains or losses with respect to employee equity securities,
37 c. gains or losses with respect to extraordinary, one-time or non-recurring
38 events, and
39 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, 2023, composite hourly pay rates will be as follows:

Captain	12	11	10	9	8	7	6	5	4	3	2	1
B-777	417.54	414.40	411.28	408.16	405.02	401.92	398.78	395.68	392.52	389.39	386.23	383.12
A-350	417.54	414.40	411.28	408.16	405.02	401.92	398.78	395.68	392.52	389.39	386.23	383.12
B-787	417.54	414.40	411.28	408.16	405.02	401.92	398.78	395.68	392.52	389.39	386.23	383.12
A-330-900/300/200	417.54	414.40	411.28	408.16	405.02	401.92	398.78	395.68	392.52	389.39	386.23	383.12
B-767-400ER	417.54	414.40	411.28	408.16	405.02	401.92	398.78	395.68	392.52	389.39	386.23	383.12
B-767-300ER	349.50	345.93	342.25	338.61	336.22	333.46	331.01	328.45	325.68	323.06	320.46	317.76
B-767-300/200	349.50	345.93	342.25	338.61	336.22	333.46	331.01	328.45	325.68	323.06	320.46	317.76
B-757	349.50	345.93	342.25	338.61	336.22	333.46	331.01	328.45	325.68	323.06	320.46	317.76
A-321N	349.50	345.93	342.25	338.61	336.22	333.46	331.01	328.45	325.68	323.06	320.46	317.76
B-737-900	336.89	334.29	331.69	329.24	326.64	324.10	321.57	319.02	316.45	313.90	311.46	309.03
A-321	336.89	334.29	331.69	329.24	326.64	324.10	321.57	319.02	316.45	313.90	311.46	309.03
B-737-800/700	335.13	332.67	330.13	327.65	325.11	322.59	320.10	317.60	315.06	312.52	310.09	307.69
A-320/319	335.13	332.67	330.13	327.65	325.11	322.59	320.10	317.60	315.06	312.52	310.09	307.69
A-220-300	323.39	320.94	318.47	316.02	313.60	311.17	308.74	306.27	303.81	301.37	298.96	296.51
A-220-100	310.15	307.80	305.43	303.08	300.76	298.42	296.10	293.73	291.38	289.03	286.73	284.37
B-717	301.57	299.40	297.08	294.78	292.51	290.24	288.05	285.69	283.51	281.23	278.94	276.90
EMB-195	253.19	251.34	249.39	247.48	245.57	243.66	241.81	239.86	238.05	236.09	234.17	232.45
EMB-190/CRJ-900	215.41	213.82	212.19	210.54	208.93	207.30	205.69	204.05	202.51	200.90	199.23	197.76

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Section 3 - Compensation

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a. January 1, 2023 composite hourly pay rates (continued)

First Officer	12	11	10	9	8	7	6	5	4	3	2	1
B-777	285.22	282.62	280.11	276.36	273.38	267.25	260.02	253.59	247.68	241.82	206.65	108.34
A-350	285.22	282.62	280.11	276.36	273.38	267.25	260.02	253.59	247.68	241.82	206.65	108.34
B-787	285.22	282.62	280.11	276.36	273.38	267.25	260.02	253.59	247.68	241.82	206.65	108.34
A-330-900/300/200	285.22	282.62	280.11	276.36	273.38	267.25	260.02	253.59	247.68	241.82	206.65	108.34
B-767-400ER	285.22	282.62	280.11	276.36	273.38	267.25	260.02	253.59	247.68	241.82	206.65	108.34
B-767-300ER	238.71	235.93	233.07	229.26	226.96	221.76	215.81	210.54	205.51	200.62	171.44	108.34
B-767-300/200	238.71	235.93	233.07	229.26	226.96	221.76	215.81	210.54	205.51	200.62	171.44	108.34
B-757	238.71	235.93	233.07	229.26	226.96	221.76	215.81	210.54	205.51	200.62	171.44	108.34
A-321N	238.71	235.93	233.07	229.26	226.96	221.76	215.81	210.54	205.51	200.62	171.44	108.34
B-737-900	230.10	227.98	225.91	222.88	220.51	215.54	209.67	204.47	199.67	194.95	166.60	108.34
A-321	230.10	227.98	225.91	222.88	220.51	215.54	209.67	204.47	199.67	194.95	166.60	108.34
B-737-800/700	228.90	226.87	224.80	221.80	219.46	214.50	208.68	203.59	198.81	194.09	165.91	108.34
A-320/319	228.90	226.87	224.80	221.80	219.46	214.50	208.68	203.59	198.81	194.09	165.91	108.34
A-220-300	220.88	218.89	216.90	213.97	211.68	206.91	201.28	196.32	191.70	187.17	159.95	108.34
A-220-100	211.83	209.92	208.01	205.20	203.01	198.44	193.04	188.27	183.84	179.50	153.40	108.34
B-717	205.96	204.23	202.30	199.56	197.47	193.00	187.80	183.11	178.89	174.63	149.21	108.34
EMB-195	172.95	171.42	169.84	167.55	165.77	162.03	157.66	153.77	150.19	146.62	125.29	108.34
EMB-190/CRI-900	147.10	145.84	144.48	142.53	141.03	137.85	134.11	130.80	127.76	124.73	108.34	108.34

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Section 3 - Compensation

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b. Effective January 1, 2024, composite hourly pay rates will be as follows:

Captain	12	11	10	9	8	7	6	5	4	3	2	1
B-777	438.42	435.12	431.84	428.57	425.27	422.02	418.72	415.46	412.15	408.86	405.54	402.28
A-350	438.42	435.12	431.84	428.57	425.27	422.02	418.72	415.46	412.15	408.86	405.54	402.28
B-787	438.42	435.12	431.84	428.57	425.27	422.02	418.72	415.46	412.15	408.86	405.54	402.28
A-330-900/300/200	438.42	435.12	431.84	428.57	425.27	422.02	418.72	415.46	412.15	408.86	405.54	402.28
B-767-400ER	438.42	435.12	431.84	428.57	425.27	422.02	418.72	415.46	412.15	408.86	405.54	402.28
B-767-300ER	366.98	363.23	359.36	355.54	353.03	350.13	347.56	344.87	341.96	339.21	336.48	333.65
B-767-300/200	366.98	363.23	359.36	355.54	353.03	350.13	347.56	344.87	341.96	339.21	336.48	333.65
B-757	366.98	363.23	359.36	355.54	353.03	350.13	347.56	344.87	341.96	339.21	336.48	333.65
A-321N	366.98	363.23	359.36	355.54	353.03	350.13	347.56	344.87	341.96	339.21	336.48	333.65
B-737-900	353.73	351.00	348.27	345.70	342.97	340.31	337.65	334.97	332.27	329.60	327.03	324.48
A-321	353.73	351.00	348.27	345.70	342.97	340.31	337.65	334.97	332.27	329.60	327.03	324.48
B-737-800/700	351.89	349.30	346.64	344.03	341.37	338.72	336.11	333.48	330.81	328.15	325.59	323.07
A-320/319	351.89	349.30	346.64	344.03	341.37	338.72	336.11	333.48	330.81	328.15	325.59	323.07
A-220-300	339.56	336.99	334.39	331.82	329.28	326.73	324.18	321.58	319.00	316.44	313.91	311.34
A-220-100	325.66	323.19	320.70	318.23	315.80	313.34	310.91	308.42	305.95	303.48	301.07	298.59
B-717	316.65	314.37	311.93	309.52	307.14	304.75	302.45	299.97	297.69	295.29	292.89	290.75
EMB-195	265.85	263.91	261.86	259.85	257.85	255.84	253.90	251.85	249.95	247.89	245.88	244.07
EMB-190/CRI-900	226.18	224.51	222.80	221.07	219.38	217.67	215.97	214.25	212.64	210.95	209.19	207.65

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Section 3 - Compensation

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b. January 1, 2024 composite hourly pay rates (continued)

First Officer	12	11	10	9	8	7	6	5	4	3	2	1
B-777	299.48	296.75	294.12	290.18	287.05	280.61	273.02	266.27	260.06	253.91	216.98	113.76
A-350	299.48	296.75	294.12	290.18	287.05	280.61	273.02	266.27	260.06	253.91	216.98	113.76
B-787	299.48	296.75	294.12	290.18	287.05	280.61	273.02	266.27	260.06	253.91	216.98	113.76
A-330-900/300/200	299.48	296.75	294.12	290.18	287.05	280.61	273.02	266.27	260.06	253.91	216.98	113.76
B-767-400ER	299.48	296.75	294.12	290.18	287.05	280.61	273.02	266.27	260.06	253.91	216.98	113.76
B-767-300ER	250.65	247.73	244.72	240.72	238.31	232.85	226.60	221.07	215.79	210.65	180.01	113.76
B-767-300/200	250.65	247.73	244.72	240.72	238.31	232.85	226.60	221.07	215.79	210.65	180.01	113.76
B-757	250.65	247.73	244.72	240.72	238.31	232.85	226.60	221.07	215.79	210.65	180.01	113.76
A-321N	250.65	247.73	244.72	240.72	238.31	232.85	226.60	221.07	215.79	210.65	180.01	113.76
B-737-900	241.61	239.38	237.21	234.02	231.54	226.32	220.15	214.69	209.65	204.70	174.93	113.76
A-321	241.61	239.38	237.21	234.02	231.54	226.32	220.15	214.69	209.65	204.70	174.93	113.76
B-737-800/700	240.35	238.21	236.04	232.89	230.43	225.23	219.11	213.77	208.75	203.79	174.21	113.76
A-320/319	240.35	238.21	236.04	232.89	230.43	225.23	219.11	213.77	208.75	203.79	174.21	113.76
A-220-300	231.92	229.83	227.75	224.67	222.26	217.26	211.34	206.14	201.29	196.53	167.95	113.76
A-220-100	222.42	220.42	218.41	215.46	213.16	208.36	202.69	197.68	193.03	188.48	161.07	113.76
B-717	216.26	214.44	212.42	209.54	207.34	202.65	197.19	192.27	187.83	183.36	156.67	113.76
EMB-195	181.60	179.99	178.33	175.93	174.06	170.13	165.54	161.46	157.70	153.95	131.55	113.76
EMB-190/CRI-900	154.46	153.13	151.70	149.66	148.08	144.74	140.82	137.34	134.15	130.97	113.76	113.76

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c. Effective January 1, 2025, composite hourly pay rates will be as follows:

Captain	12	11	10	9	8	7	6	5	4	3	2	1
B-777	455.96	452.52	449.11	445.71	442.28	438.90	435.47	432.08	428.64	425.21	421.76	418.37
A-350	455.96	452.52	449.11	445.71	442.28	438.90	435.47	432.08	428.64	425.21	421.76	418.37
B-787	455.96	452.52	449.11	445.71	442.28	438.90	435.47	432.08	428.64	425.21	421.76	418.37
A-330-900/300/200	455.96	452.52	449.11	445.71	442.28	438.90	435.47	432.08	428.64	425.21	421.76	418.37
B-767-400ER	455.96	452.52	449.11	445.71	442.28	438.90	435.47	432.08	428.64	425.21	421.76	418.37
B-767-300ER	381.66	377.76	373.73	369.76	367.15	364.14	361.46	358.66	355.64	352.78	349.94	347.00
B-767-300/200	381.66	377.76	373.73	369.76	367.15	364.14	361.46	358.66	355.64	352.78	349.94	347.00
B-757	381.66	377.76	373.73	369.76	367.15	364.14	361.46	358.66	355.64	352.78	349.94	347.00
A-321N	381.66	377.76	373.73	369.76	367.15	364.14	361.46	358.66	355.64	352.78	349.94	347.00
B-737-900	367.88	365.04	362.20	359.53	356.69	353.92	351.16	348.37	345.56	342.78	340.11	337.46
A-321	367.88	365.04	362.20	359.53	356.69	353.92	351.16	348.37	345.56	342.78	340.11	337.46
B-737-800/700	365.97	363.27	360.51	357.79	355.02	352.27	349.55	346.82	344.04	341.28	338.61	335.99
A-320/319	365.97	363.27	360.51	357.79	355.02	352.27	349.55	346.82	344.04	341.28	338.61	335.99
A-220-300	353.14	350.47	347.77	345.09	342.45	339.80	337.15	334.44	331.76	329.10	326.47	323.79
A-220-100	338.69	336.12	333.53	330.96	328.43	325.87	323.35	320.76	318.19	315.62	313.11	310.53
B-717	329.32	326.94	324.41	321.90	319.43	316.94	314.55	311.97	309.60	307.10	304.61	302.38
EMB-195	276.48	274.47	272.33	270.24	268.16	266.07	264.06	261.92	259.95	257.81	255.72	253.83
EMB-190/CRI-900	235.23	233.49	231.71	229.91	228.16	226.38	224.61	222.82	221.15	219.39	217.56	215.96

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Section 3 - Compensation

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c. January 1, 2025 composite hourly pay rates (continued)

First Officer	12	11	10	9	8	7	6	5	4	3	2	1
B-777	311.46	308.62	305.88	301.79	298.53	291.83	283.94	276.92	270.46	264.07	225.66	118.31
A-350	311.46	308.62	305.88	301.79	298.53	291.83	283.94	276.92	270.46	264.07	225.66	118.31
B-787	311.46	308.62	305.88	301.79	298.53	291.83	283.94	276.92	270.46	264.07	225.66	118.31
A-330-900/300/200	311.46	308.62	305.88	301.79	298.53	291.83	283.94	276.92	270.46	264.07	225.66	118.31
B-767-400ER	311.46	308.62	305.88	301.79	298.53	291.83	283.94	276.92	270.46	264.07	225.66	118.31
B-767-300ER	260.68	257.64	254.51	250.35	247.84	242.16	235.66	229.91	224.42	219.08	187.21	118.31
B-767-300/200	260.68	257.64	254.51	250.35	247.84	242.16	235.66	229.91	224.42	219.08	187.21	118.31
B-757	260.68	257.64	254.51	250.35	247.84	242.16	235.66	229.91	224.42	219.08	187.21	118.31
A-321N	260.68	257.64	254.51	250.35	247.84	242.16	235.66	229.91	224.42	219.08	187.21	118.31
B-737-900	251.27	248.96	246.70	243.38	240.80	235.37	228.96	223.28	218.04	212.89	181.93	118.31
A-321	251.27	248.96	246.70	243.38	240.80	235.37	228.96	223.28	218.04	212.89	181.93	118.31
B-737-800/700	249.96	247.74	245.48	242.21	239.65	234.24	227.87	222.32	217.10	211.94	181.18	118.31
A-320/319	249.96	247.74	245.48	242.21	239.65	234.24	227.87	222.32	217.10	211.94	181.18	118.31
A-220-300	241.20	239.02	236.86	233.66	231.15	225.95	219.79	214.39	209.34	204.39	174.67	118.31
A-220-100	231.32	229.24	227.15	224.08	221.69	216.69	210.80	205.59	200.75	196.02	167.51	118.31
B-717	224.91	223.02	220.92	217.92	215.63	210.76	205.08	199.96	195.34	190.69	162.94	118.31
EMB-195	188.86	187.19	185.46	182.97	181.02	176.94	172.16	167.92	164.01	160.11	136.81	118.31
EMB-190/CRI-900	160.64	159.26	157.77	155.65	154.00	150.53	146.45	142.83	139.52	136.21	118.31	118.31

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Section 3 - Compensation

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d. Effective January 1, 2026, composite hourly pay rates will be as follows:

Captain	12	11	10	9	8	7	6	5	4	3	2	1
B-777	474.20	470.62	467.07	463.54	459.97	456.46	452.89	449.36	445.79	442.22	438.63	435.10
A-350	474.20	470.62	467.07	463.54	459.97	456.46	452.89	449.36	445.79	442.22	438.63	435.10
B-787	474.20	470.62	467.07	463.54	459.97	456.46	452.89	449.36	445.79	442.22	438.63	435.10
A-330-900/300/200	474.20	470.62	467.07	463.54	459.97	456.46	452.89	449.36	445.79	442.22	438.63	435.10
B-767-400ER	474.20	470.62	467.07	463.54	459.97	456.46	452.89	449.36	445.79	442.22	438.63	435.10
B-767-300ER	396.93	392.87	388.68	384.55	381.84	378.71	375.92	373.01	369.87	366.89	363.94	360.88
B-767-300/200	396.93	392.87	388.68	384.55	381.84	378.71	375.92	373.01	369.87	366.89	363.94	360.88
B-757	396.93	392.87	388.68	384.55	381.84	378.71	375.92	373.01	369.87	366.89	363.94	360.88
A-321N	396.93	392.87	388.68	384.55	381.84	378.71	375.92	373.01	369.87	366.89	363.94	360.88
B-737-900	382.60	379.64	376.69	373.91	370.96	368.08	365.21	362.30	359.38	356.49	353.71	350.96
A-321	382.60	379.64	376.69	373.91	370.96	368.08	365.21	362.30	359.38	356.49	353.71	350.96
B-737-800/700	380.61	377.80	374.93	372.10	369.22	366.36	363.53	360.69	357.80	354.93	352.15	349.43
A-320/319	380.61	377.80	374.93	372.10	369.22	366.36	363.53	360.69	357.80	354.93	352.15	349.43
A-220-300	367.27	364.49	361.68	358.89	356.15	353.39	350.64	347.82	345.03	342.26	339.53	336.74
A-220-100	352.24	349.56	346.87	344.20	341.57	338.90	336.28	333.59	330.92	328.24	325.63	322.95
B-717	342.49	340.02	337.39	334.78	332.21	329.62	327.13	324.45	321.98	319.38	316.79	314.48
EMB-195	287.54	285.45	283.22	281.05	278.89	276.71	274.62	272.40	270.35	268.12	265.95	263.98
EMB-190/CRI-900	244.64	242.83	240.98	239.11	237.29	235.44	233.59	231.73	230.00	228.17	226.26	224.60

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Section 3 - Compensation

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January 1, 2026 composite hourly pay rates (continued)

First Officer	12	11	10	9	8	7	6	5	4	3	2	1
B-777	323.92	320.96	318.12	313.86	310.47	303.50	295.30	288.00	281.28	274.63	234.69	123.04
A-350	323.92	320.96	318.12	313.86	310.47	303.50	295.30	288.00	281.28	274.63	234.69	123.04
B-787	323.92	320.96	318.12	313.86	310.47	303.50	295.30	288.00	281.28	274.63	234.69	123.04
A-330-900/300/200	323.92	320.96	318.12	313.86	310.47	303.50	295.30	288.00	281.28	274.63	234.69	123.04
B-767-400ER	323.92	320.96	318.12	313.86	310.47	303.50	295.30	288.00	281.28	274.63	234.69	123.04
B-767-300ER	271.11	267.95	264.69	260.36	257.75	251.85	245.09	239.11	233.40	227.84	194.70	123.04
B-767-300/200	271.11	267.95	264.69	260.36	257.75	251.85	245.09	239.11	233.40	227.84	194.70	123.04
B-757	271.11	267.95	264.69	260.36	257.75	251.85	245.09	239.11	233.40	227.84	194.70	123.04
A-321N	271.11	267.95	264.69	260.36	257.75	251.85	245.09	239.11	233.40	227.84	194.70	123.04
B-737-900	261.32	258.92	256.57	253.12	250.43	244.78	238.12	232.21	226.76	221.41	189.21	123.04
A-321	261.32	258.92	256.57	253.12	250.43	244.78	238.12	232.21	226.76	221.41	189.21	123.04
B-737-800/700	259.96	257.65	255.30	251.90	249.24	243.61	236.98	231.21	225.78	220.42	188.43	123.04
A-320/319	259.96	257.65	255.30	251.90	249.24	243.61	236.98	231.21	225.78	220.42	188.43	123.04
A-220-300	250.85	248.58	246.33	243.01	240.40	234.99	228.58	222.97	217.71	212.57	181.66	123.04
A-220-100	240.57	238.41	236.24	233.04	230.56	225.36	219.23	213.81	208.78	203.86	174.21	123.04
B-717	233.91	231.94	229.76	226.64	224.26	219.19	213.28	207.96	203.15	198.32	169.46	123.04
EMB-195	196.41	194.68	192.88	190.29	188.26	184.02	179.05	174.64	170.57	166.51	142.28	123.04
EMB-190/CRJ-900	167.07	165.63	164.08	161.88	160.16	156.55	152.31	148.54	145.10	141.66	123.04	123.04

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Section 3 - Compensation

- 1 3. A regular pilot who flies an aircraft model other than that shown on such pilot's line will
2 have their 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 effective hourly rates
6 will be triggered (see **Section 3 B. 4. Note one**). If, as a result of that review, it is
7 determined that, as of the date the review was triggered, the Delta top-of-scale 757
8 Captain effective hourly rate is less than 100% of the average of the top-of-scale 757
9 Captain effective hourly domestic rates at United and American, the pilot effective hourly
10 rates will be increased (except as provided in **Section 3 B. 4. Note three**). The amount of
11 increase will be the lesser of the percentage difference between the Delta top-of-scale 757
12 Captain effective hourly rate and 100% of the top-of-scale average 757 Captain effective
13 hourly domestic day rates at United and American, or the average percentage increase
14 (except as provided in **Section 3 B. 4. Note three**) granted to the non-pilot U.S.-based
15 workgroups of the Company. Any percentage increase due the pilots will be effective as
16 of the date of the increase that triggered the review.
17 Note one: The effective pilot hourly rates at American, Delta, and United will be the
18 hourly rate in effect at each respective carrier at the time the review is triggered,
19 increased by the percent of pay received under the profit sharing plan for the preceding
20 profit sharing plan year, at each respective carrier. For example, if a review is triggered
21 on April 1 and the payouts for the preceding profit sharing plan years were 5% of a
22 pilot's pay for that year at American, 15% at Delta, and 10% at United, the effective pilot
23 hourly rates at each respective carrier will be the hourly rate then in effect at American
24 multiplied by 1.05, the hourly rate then in effect at Delta multiplied by 1.15, and the
25 hourly rate then in effect at United multiplied by 1.1.
26 Exception: For purposes of **Section 3 B. 4. Note one**, the percent of pay, if any,
27 received by American or United pilots under a profit sharing plan will not exceed the
28 percent of pay received by Delta pilots for profit sharing in the most recently completed
29 plan year. For example, if United pilots received 10% of pay in profit sharing and
30 Delta pilots received 8% of pay in profit sharing, for purposes of a **Section 3 B. 4.**
31 review, the United top-of-scale Captain 757 hourly rate would be multiplied by 1.08.
32 Note two: The Company will provide the Association with its calculation of any review
33 triggered under **Section 3 B. 4.** The parties agree to meet and confer to address any
34 issues raised by the calculation of top-of-scale 757 Captain effective hourly rates at
35 United and American.
36 Note three: Base pay rates for non-pilot U.S. – based workgroups will only be
37 considered to have increased to the extent they exceed the rates in effect on March 2,
38 2023. Should an increase for non-pilot U.S.-based workgroups exceed the base pay rates
39 in effect on March 2, 2023, then only the percentage by which such an increase exceeds
40 the applicable March 2, 2023, base pay rates will be considered in the calculation of the
41 percentage increase that may be applied to pilot composite hourly rates.
- 42 5. If, during the term of the PWA, either United or American reach a new collective
43 bargaining agreement establishing a higher top-of-scale Captain hourly rate of pay for the
44 highest paying aircraft the respective carrier operates as of March 2, 2023, then on a one-
45 time basis for each compared carrier, the composite hourly pay rates for all aircraft types
46 under **Section 3 B. 2.** will increase to match the percentage difference between the top

Section 3 - Compensation

1 Delta hourly rate of pay and the identified higher hourly rate at the other carrier (“me
2 too” percentage), plus an additional 1%.

3 Note one: All **Section 3 B. 2.** pay tables will increase by the same (“me-too” + 1%)
4 percentage as calculated above.

5 Note two: Comparisons will be based on the hourly pay rate as of the effective date (date
6 of signing) of the new collective bargaining agreement at American and/or United and
7 the current **Section 3 B. 2.** pay tables then in effect.

8 Note three: **Section 3 B. 5.** does not apply to hourly pay rate increases generated by “me-
9 too” clauses at other carriers triggered by raises under this PWA.

10 Note four: This provision will become null and void on the amendable date of this PWA.

11 12 C. International Pay

13
14 International pay is:

15 Captain \$6.50

16 First Officer \$4.50

17 18 D. Entry Level Pilot Pay

19
20 An entry level pilot will be paid 2:30 per calendar day (excluding days for which they are on
21 an unpaid leave of absence) at the composite hourly pay rate established for the first-year
22 longevity step beginning on their first day of employment with the Company as a pilot.

23 24 E. New Aircraft Models

- 25
- 26 1. The Company will give the Association notice of its intention to introduce a new aircraft
27 model at least six months prior to the projected scheduled revenue service date, or within
28 30 days after entering into the contract for procurement of the new aircraft model,
29 whichever is later in time. (A new aircraft model is an aircraft model for which no
30 composite hourly pay rate exists in the pay tables set forth in **Section 3 B.**).
 - 31 2. The parties will meet within 15 days following written request by either party to negotiate
32 an agreement setting forth the rates of pay and work rules for such new aircraft model.
 - 33 3. If such negotiations do not result in agreement executed within 90 days from the date of
34 the parties first meeting, either party may submit the dispute to expedited final and
35 binding interest arbitration before a Five Member System Board of Adjustment under
36 **Section 19**. The award of the Five Member System Board of Adjustment must be
37 rendered within 60 days following submission of the dispute unless the parties agree
38 otherwise.
 - 39 4. In reaching its determination the Five Member System Board of Adjustment will give
40 controlling weight to the mission, rates of pay and work rules applicable to the most
41 closely comparable aircraft models, in terms of speed, passenger capacity, range, fuel
42 economy, and gross weight, at the Company and at the three other largest domestic air
43 carriers (measured in ASMs by aircraft types other than permitted aircraft types as
44 defined in **Section 1 B. X.**).
 - 45 5. During this process (until implementation of an executed agreement or of the Five
46 Member System Board award), the Company will establish rates of pay and work rules

Section 3 - Compensation

(including any unique transition requirements and aircraft type classification) for affected pilots training for and flying such aircraft, that in its judgment are consistent with the criteria of **Section 3 E. 4.**

6. Pilots will undergo training for and fly such new aircraft model in the Company's scheduled and non-scheduled operation without regard to the length of time required to complete this process.
7. The initial rates of pay agreed to by the parties or established by the Five Member System Board of Adjustment for such new aircraft model will be effective as of the date of the first conversion into the category (if the aircraft model is determined to be a new aircraft type) or as of its actual revenue service date (if the aircraft model is determined to be part of an existing aircraft type).

F. Date of Rotation

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

G. Monthly Pay

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

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

H. Monthly Incentive Program

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

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

Section 3 - Compensation

Timing of Payment	Earned monthly
Pensionable	Yes

1
2 I. Profit Sharing Plan

3
4 Provide Profit Sharing in accordance with the following:
5

Delta Air Lines, Inc. Annual Profit Sharing Plan		
Eligibility	Pilot and non-pilot employees of the Company generally, except for employees eligible for the Delta Air Lines, Inc. Annual Profit Sharing Plan for Ground and Flight Attendant Employees, and management employees covered by incentive compensation plans	
Pilot Payout Calculation	PTIX Levels	% of PTIX Paid under Program
	\$0 to \$2.5 billion	10.0%
	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 employees 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. 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 their annual compensation for the period in which the pilot earned such compensation, as will the estate or designated beneficiary of a deceased pilot who earned such compensation. Exception: A pilot who retires from the Company in December of one calendar year and receives compensation in the subsequent	

Section 3 - Compensation

	calendar year will receive a profit sharing award based on such annual compensation in the subsequent calendar year notwithstanding their prior separation from Delta.*
--	---

* The Company will amend the Delta Air Lines, Inc. Annual Profit Sharing Plan consistent with **Section 3 I.**

1 J. Ocean Crossing Pay

2

3 Ocean crossing pay is:

4 Captain \$8.00

5 First Officer \$6.00

6

7 K. Holiday Pay

8

9 A pilot who operates a rotation that touches one of the following holidays will receive
10 additional ADG pay, no credit (in addition to any other form of pay) for each such day:

11 1. New Year's Eve

12 2. New Year's Day

13 3. Memorial Day

14 4. Independence Day

15 5. Thanksgiving Day

16 6. Christmas Eve

17 7. Christmas Day

18 Note: A pilot will receive holiday pay regardless of whether or not their rotation contains a
19 duty period on one of the above holidays.

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, A-330-900) within an aircraft type.
8 2. "Aircraft type" means one of the following groupings:

9

a. B-777	g. A-321N/321/320/319
b. A-350	h. B-737-900/800/700
c. B-787	i. A-220-300/100
d. A-330-900/300/200	j. B-717
e. B-767-400ER	k. EMB-195/190
f. B-767 (all except B-767-400ER)/B-757	l. CRJ-900

- 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. "Known absence" means a period of unavailability in a subsequent bid period for which a
15 pilot is scheduled prior to the close of initial line awards for such bid period (e.g.,
16 training, vacation, sick, MLOA, ALPA duty) during which a pilot may not be awarded a
17 rotation(s) or on-call day(s).
18 5. "Line" means a pilot's bid period schedule.
19 a. "Initial line" means the line awarded/assigned to a pilot via PBS or DBMS.
20 b. "Adjusted line" means a pilot's initial line as modified by the line adjustment process.
21 c. "Regular line" means a line composed of training, vacation, leaves, rotations, and/or
22 days-off.
23 d. "Reserve line" means a line composed of training, vacation, leaves, reserve on-call
24 days and X-days.
25 e. "Blank regular line" means a regular line that is constructed without rotations.
26 f. "Specially created reserve line" means a reserve line that was not awarded/assigned in
27 the initial line awards.
28 g. "Reduced lower limit line" (RLL) means a regular line with a value that is less than
29 the lower limit of a pilot's LCW and that is awarded upon request under **Section 23**
30 **D. 11. Exception** to a pilot who cannot be awarded a regular line within their LCW.
31 6. "Line adjustment" means the process by which the Company removes a rotation(s) from
32 a regular pilot's line for the next bid period, which would otherwise create an FAR and/or
33 PWA conflict(s).
34 7. "Line guarantee" means a line holder's minimum pay and credit entitlement in a bid
35 period.
36 8. "Pro rata portion of the reserve guarantee" means the reserve guarantee for a position
37 divided by the number of days in a bid period.

Section 4 – Minimum Pay And Credit Guarantees

- 1 9. “Reserve day” means a day on which a reserve pilot is scheduled to be on either an on-
2 call day or an X-day.
- 3 10. “Reserve pro rata share” means the reserve guarantee divided by the associated number
4 of on-call days in a full bid period on a reserve line.

5 6 B. Regular Line Guarantee

- 7
8 1. The line guarantee of a regular pilot will be the lesser of:
9 a. the scheduled credit of their adjusted line,
10 b. 65 credit hours, or
11 c. their block hour limitation.
12 Exception one: A pilot holding an RLL will, at the pilot’s option, be guaranteed the
13 lower limit of their LCW (see **Section 23 D. 18.**).
14 Exception two: A pilot holding a blank regular line is not entitled to a line guarantee.
- 15 2. A regular line guarantee will be computed at the pay rate(s) of the aircraft model(s)
16 shown on the pilot’s adjusted line. If multiple aircraft models are shown on such line, the
17 pilot’s line guarantee will be prorated. Such prorate will be based upon the amount of
18 scheduled credit for each aircraft model shown on such line.
- 19 3. A regular line guarantee will be reduced by:
20 a. pay and credit for a rotation(s) (or a portion thereof) dropped due to an unpaid
21 leave(s) of absence (including a personal drop(s)) or furlough, or
22 b. the net reduction in pay and credit resulting from a swap(s).

23 24 C. Reserve Line Guarantee

- 25
26 1. The line guarantee of a reserve pilot for credit purposes will be their ALV minus two
27 hours, but no less than 72 hours and no more than 80 hours, and for pay purposes, will be
28 the total dollar value determined as follows:
29 a. their ALV minus two hours, but no less than 72 hours and no more than 80 hours
30 *minus*
31 b. their accumulated credit in the bid period, the result of which will be
32 *multiplied by*
33 c. the hourly rate of the highest paying aircraft model that all pilots in the pilot’s
34 category may be required to fly in the bid period, the result of which will be
35 *added to*
36 d. the dollar value of their accumulated credit in the bid period.
37 Note one: Subject to **Section 4 G.**, the dollar value of the accumulated credit in
38 **Section 4 C. 1. d.**, will be computed at the hourly rate of the highest paying aircraft
39 model that all pilots in the pilot’s category may be required to fly in the bid period.
40 Note two: International pay for a pilot’s flight time flown in international operations
41 in the bid period will be added to the dollar value of the accumulated credit in **Section**
42 **4 C. 1. d.**
43 Note three: Ocean crossing pay under **Section 3 J.** for a pilot’s flight time flown in
44 an ocean crossing segment in the bid period will be added to the dollar value of the
45 accumulated credit in **Section 4 C. 1. d.**
46

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 each
3 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 their 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 their 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). If such rotation included an ocean crossing segment for which ocean
26 crossing pay applies, the pilot will also receive such ocean crossing pay for the scheduled
27 block time of the segment. The phrase "convenience of the Company" does not include:
28 a. a pilot-initiated removal (e.g., absence under **Section 13**, sick or accident leave,
29 vacation, personal drop, Association business, failure to report as scheduled, swap,
30 participation in a grievance or a System Board), or a removal due to,
31 b. IROPS (for pay and credit treatment, see **Section 4 F.**)
32 c. their training (for pay and credit treatment, see **Section 11 B.**)
33 d. their OE - or another pilot's OE (for pay and credit treatment, see **Section 11 B.** and
34 **Section 23 G. 5.**)
35 e. the removal of a rotation(s) in one bid period caused by an FAR/PWA conflict
36 resulting from a white slip or yellow slip awarded to the pilot in the prior bid period
37 (see **Section 23 P. 7. f. Exception two**, and **Section 23 T. 3. a. 1) Exception two**)
38 f. change or removal of an asterisk rotation (for pay and credit treatment, see
39 **Section 4 F. 6.**)
40 g. low-time pilot pairing (for pay and credit treatment, see **Section 4 F.**)
41 h. a conflict with their reserve assignment (for pay and credit treatment, see
42 **Section 4 E. 2.**)
43
44
45
46

Section 4 – Minimum Pay And Credit Guarantees

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

19 F. Rotation Guarantee

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

Section 4 – Minimum Pay And Credit Guarantees

- 1) as of the scheduled dates of their original rotation, if the pay and credit of their recovery flying is less than that of the original rotation, and
- 2) as of the completion date of the recovery flying, if the pay and credit of their recovery flying is more than that of the original rotation.

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

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

G. Mixed Aircraft Model Guarantee

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

EXAMPLE:

350 and 767-300ER models are placed in the same aircraft type grouping. (12-year Captain rate used for calculations.)

$(24) 350s \text{ divided by } [(24) 350s + (45) 767-300ERs] = .3478$

$(45) 767-300ERs \text{ divided by } [(24) 350s + (45) 767-300ERs] = .6522$

$.3478 \text{ multiplied by } 350 \text{ rate of } \$417.54 = \$145.22$

$.6522 \text{ multiplied by } 767-300ER \text{ rate of } \$349.50 = \$227.94$

$\$145.22 + \$227.94 = \$373.16$

Composite hourly rate for a 12 year Captain on 350 and 767-300ER models is \$373.16.

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 the pilot:
 - a. has not acknowledged their removal from a rotation or portion thereof, and
 - b. reports for duty.

Section 4 – Minimum Pay And Credit Guarantees

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

4 **Section 4 F. 2.**

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

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

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

12 3. A reserve pilot will receive one hour of pay, no credit for each short call period
13 completed during which the pilot does not perform any flying.

14 Note: A reserve pilot who is released by the Company prior to the end of their short call
15 period is considered to have completed such short call period.

16 4. A reserve pilot will receive a minimum of two hours pay, no credit; be released from duty
17 and receive free of duty periods under **Section 23 S. 11.**, if the pilot:

18 a. has not acknowledged the removal from a rotation, and

19 b. reports for duty (e.g., GS, IA) on an X-day.

20
21 I. Miscellaneous Guarantee

22
23 1. A pilot will receive pay and credit for the value of a known absence (other than an unpaid
24 absence) that was on their initial line of time and that is subsequently cancelled.

25 2. A pilot who is ordered or required by the Company to attend a disciplinary (or pre-
26 disciplinary) proceeding or investigatory interview under **Section 18** on the pilot's
27 scheduled day off will receive additional pay, no credit equal to the ADG (in addition to
28 any other form of pay), provided that such pilot is not on a paid Company/administrative
29 leave at the time of the meeting.
30

1 SECTION 5

2
3 LODGING AND EXPENSES

4
5 A. Definitions

- 6
7 1. “Domestic per diem” means the hourly meal allowance applicable to a pilot
8 a. for time away from base while engaged in domestic operations, or
9 b. while assigned to training within the contiguous 48 states of the United States in
10 which the pilot is entitled to lodging under **Section 5 E**.
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 or while
13 assigned to training located outside the contiguous 48 states of the United States.
14 3. “Time away from base” means the period beginning with report at base and ending upon
15 release at base.
16 Exception: The “time away from base” of a pilot who is assigned to training away from
17 base will end at block-in at their base.
18 Note: See **Section 11 I. 3.** (travel to training), **Section 23 P. 8.** (out-of-base white slips),
19 and **Section 23 Q. 14.** (out-of-base green slips).
20

21 B. Per Diem

- 22
23 1. Domestic per diem will be adjusted annually, effective January 1, and equal 90% of a
24 weighted average based on the U.S. government Meal & Incidental Expenses (M&IE)
25 rate in effect for the most recently completed U.S. government fiscal year for the 10 cities
26 in the mainland U.S. with the most pilot layovers during such year.
27 Note: For 2023, the Domestic per diem is \$2.85 effective March 2, 2023.
28 2. International per diem will be adjusted annually, effective January 1, and calculated as
29 follows:
30 a. Step 1: Determine the five cities with the most pilot layovers in the most recently
31 completed U.S. government fiscal year in each of the following theaters:
32 1. Atlantic, and
33 2. Pacific, and
34 3. Americas.
35 b. Step 2: Calculate a weighted average of the U.S. government Meal & Incidental
36 Expenses (M&IE) rate for those cities in each theater.
37 Note: For each city, the M&IE rate will be based on the weighted average of the 12
38 monthly M&IE rates from the prior U.S. government fiscal year.
39 c. Step 3: Calculate a new weighted average based on each theater’s weighted average
40 under Step 2.
41 d. Step 4: Multiply the number derived under Step 3 by 60%. This produces the
42 international per diem for the upcoming calendar year.
43 Note: For 2023, the International per diem is \$3.35 effective March 2, 2023.
44

45 Note one: Domestic and International per diem under **Section 5 B. 1.** and **2.** will be expressed
46 as a dollar amount rounded up to the nearest whole \$.05.

Section 5 – Lodging & Expenses

1 Note two: No later than December 1 of each year, the Company will furnish the Association
2 with the data used to calculate Domestic and International per diem rates for the upcoming
3 calendar year.

4 Note three: No later than January 1 of each year, Delta will publish the updated Domestic
5 and International per diem rates.

6
7 3. A pilot who is assigned to training away from their base that includes a break in training
8 of at least 48 hours will receive per diem for the time of such break if they notify the
9 Company of their intention to remain at the training location during the break.

10 4. A pilot who is eligible for a hotel while assigned to training at the pilot's base will
11 receive per diem beginning at 0000 hours on the first day of training and end at 2359
12 hours on the last day of such training.

13 5. An entry level pilot will receive 8 hours of domestic per diem during each day of
14 training.

15 16 C. Crew Meals

17
18 A pilot will be scheduled to receive crew meal(s) as follows:

19 1. each flight segment scheduled for:

20 a. 4:00 – 9:59 hours block-to-block requires at least one main course meal.

21 b. 10:00 – 15:59 hours block-to-block requires at least two main course meals.

22 c. 16:00 or more hours block-to-block requires at least three main course meals.

23 2. any flight departing between 0400 to 0800 local time, inclusive, requires one main course
24 (breakfast) meal.

25 Exception: If no catering service is available at the originating airport, a main course
26 (breakfast) meal will be provided on the pilot's next flight segment departing from a
27 catering station unless there is a scheduled ground time of at least 1:30 at the arrival
28 station.

29 and

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

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

33 4. a Flight Duty Period of

34 a. at least 6:30 hours, requires one main course meal, and

35 b. at least 10:00 hours, requires two main course meals.

36 Exception one: If a pilot has a single scheduled ground time of at least 1:30 during the
37 Flight Duty Period, a meal is not required to be provided under **Section 5 C. 4.**

38 Exception two: A main course meal provided under **Section 5 C. 1.** or **2.** may satisfy the
39 meal requirement under **Section 5 C. 4.**

40 Note: Meals will be provided as close to normal meal times as possible.

41
42 Note one: Crew meals will be the same main course meal for the highest class of passenger
43 seating on the flight. If there is no passenger meal service on the flight, then for purposes of
44 **Section 5 C.**, a main course meal is the same meal that would have otherwise been served for
45 the highest class of passenger seating on such flight.

Section 5 – Lodging & Expenses

1 Note two: If a crew meal is unavailable to a pilot due to a service failure (e.g. spoilage,
2 catering error), the affected pilot will receive \$10. Unappetizing meals are not considered a
3 service failure under this provision.
4

5 D. Other Expenses 6

- 7 1. The Company will reimburse a pilot for the following, if they are required by the
8 Company:
 - 9 a. Passport application, renewal and expedited renewal fees charged by the U.S.
10 Department of State.
 - 11 b. Passport photograph fees.
 - 12 c. Visa application fees charged by a foreign country.
 - 13 d. Vaccination fees charged by a medical facility.
- 14 2. A vaccination recommended by a pilot's personal physician will be a covered expense
15 under the pilot's medical plan (Delta Health Plan, DPMP, or Delta Pilots' High
16 Deductible Health Plan).
- 17 3. The Company will reimburse a short call pilot who is based in NYC and who is assigned
18 a rotation reporting at EWR for up to \$100 of actual transportation expenses to EWR.
- 19 4. The Company will reimburse a pilot for additional reasonable expenses related to an
20 extraordinary condition.
21

22 E. Lodging 23

- 24 1. The Company will provide adequate and comfortable single occupancy lodging for a
25 pilot who is:
 - 26 a. away from base, when:
 - 27 1) undergoing training,
 - 28 2) on a layover,
29 Exception: In a rotation that begins and/or ends with a deadhead-only duty
30 period, lodging will be provided upon request for a pilot who is away from base
31 when on the:
 - 32 a) first layover of a rotation, provided such layover follows a deadhead-only
33 duty period.
 - 34 b) last layover of a rotation, provided such layover precedes a deadhead-only
35 duty period.
 - 36 or
 - 37 3) performing other duty in which the pilot is required to be away from base
38 overnight.
- 39 b. at their base upon request, when:
 - 40 1) undergoing qualification training (including either or both the night prior to the
41 first day of training and the night of the last day of training),
 - 42 2) undergoing CQ, provided the pilot's permanent residence is more than 50 straight
43 line statute miles from the Training Center, and
 - 44 3) undergoing recency with a briefing prior to 0900 (local time), provided the pilot's
45 permanent residence is more than 50 straight line statute miles from the Training
46 Center.

Section 5 – Lodging & Expenses

1 Note: A pilot’s request for lodging under **Section 5 E. 1. b.** will comply with the
2 process established by Flight Training Planning in coordination with the MEC Hotel
3 Committee Chairman.

4 c. at their base upon request, provided:

- 5 1) the pilot reports for duty and is assigned recovery flying under **Section 23 K. 1.**,
- 6 2) the time between the notification of the replacement flying and the scheduled
7 departure time is at least five hours, and
- 8 3) the replacement flying is scheduled to depart in the same or the following day.

9 d. at a station (at or away from base) at which the pilot is scheduled for block-in to
10 block-out time of more than five hours (upon the pilot’s request).

11 Exception: If travel time to a co-terminal is part of the scheduled block-in to block-
12 out time, the pilot will be provided lodging (upon the pilot’s request) if the total
13 ground time is more than the sum of five hours plus the ground travel time under
14 **Section 8 B. 3.**

15 e. at their base upon request, provided:

- 16 1) the pilot is scheduled to operate a MAC rotation, and
- 17 2) the report of the MAC rotation has been delayed more than five hours pursuant to
18 **Section 23 G. 4. Note.**

19 f. undergoing indoctrination and initial qualification training as an entry level pilot.

- 20 2. A pilot will check in and out of hotels, thereby informing hotel personnel of the identity
21 of pilots then occupying hotel rooms.
- 22 3. A pilot will pay for their incidental lodging expenses (e.g., telephone charges, room
23 service, movies, etc.) at the time of check-out. The Company will not reimburse a pilot
24 for such incidental expenses.
- 25 4. If Company arranged lodging at a layover station is not available, a pilot may arrange
26 other lodging. The Company will reimburse a pilot for the actual reasonable expenses of
27 such lodging.

28 Note: For layovers following an ocean crossing flight segment, “not available” for
29 purposes of **Section 5 E. 4.** means a room that is unavailable for occupancy 45 minutes
30 after the pilot’s scheduled arrival at the hotel. After 30 minutes from the scheduled arrival
31 time, the pilot will notify Crew Accommodations of their lodging unavailability.

- 32 5. The Company will provide safe and suitable transportation between a lodging facility and
33 the airport or other work location. If transportation is not provided, or is delayed more
34 than 20 minutes, a pilot may arrange their own transportation and the Company will
35 reimburse the pilot for their actual necessary transportation expenses.
- 36 6. The MEC Hotel Committee will have the right to meet with the Senior Vice President-
37 Flight Operations or their designee concerning lodging accommodations.
- 38 7. No changes will be made to existing accommodations without 30 days prior notice to the
39 MEC Hotel Committee or MEC Chairman, unless existing lodging or transportation
40 arrangements become unavailable.
- 41 8. Corporate Travel Services (CTS), or the applicable third-party travel services vendor,
42 will provide the MEC Hotel Committee a minimum of 120 days advance written notice
43 of scheduled expiration dates of hotel contracts and, under normal circumstances, a list of
44 potential replacement hotels. The MEC Hotel Committee may, within 30 days thereafter,
45 submit its desired list of deletions and/or additions to CTS, or the applicable third-party
46 travel services vendor. CTS, or the applicable third-party travel services vendor, will

Section 5 – Lodging & Expenses

1 give due consideration to such input and will meet and confer with the committee to
2 resolve any disputes. This process is intended to result in the selection of mutually
3 acceptable lodging accommodations.

- 4 9. The preference for a layover hotel will be a branded hotel that is affiliated with a national
5 or international chain.
 - 6 a. The MEC Hotel Committee may, at its discretion, conduct quarterly reviews of each
7 hotel that is not affiliated with a chain (non-brand hotel). If as a result of such
8 review, the MEC Hotel Committee determines that a non-brand hotel is not able to
9 provide acceptable accommodations, the Company will conduct a new analysis of
10 that market within 45 days and present its findings to the MEC Hotel Committee in
11 order to receive their input. This process is intended to result in the selection of
12 mutually acceptable lodging accommodations.
 - 13 b. In all contracts for hotels, the Company will include a clause in the hotel contract that
14 provides the right to terminate the contract in the event the hotel ends its affiliation
15 with a national or international chain.
- 16 10. A pilot scheduled for a layover of more than 12 hours (block-to-block) will receive
17 lodging at a downtown hotel.

18 Exception one: Such lodging may be provided at an alternative hotel if the MEC Hotel
19 Committee Chairman approves the use of such hotel in connection with the layover.
20 Exception two: During irregular operations, the Company will attempt to provide
21 lodging at a Company-approved downtown hotel.
- 22 11. In all contracts for hotels, the Company will use its best efforts to negotiate free internet
23 access for pilots while on layover.
- 24 12. If there is no Company-approved hotel in a layover location on a MAC rotation, CTS, or
25 the applicable third-party travel services vendor, will coordinate with the MEC Hotel
26 Committee Chairman to discuss a list of acceptable alternate facilities with priority given
27 to a property affiliated with a national or international chain. Such discussion may be
28 accomplished before the actual need arises to expedite the needed reservation process for
29 a short-notice MAC request by the DOD.
- 30 13. Pilots with a layover period in NRT may be lodged at the Radisson Hotel Narita,
31 provided that said hotel facility, or any successor at that location, will at all times:
 - 32 a. meet or exceed the requirements of **Section 5 E.**,
 - 33 b. have a modern health club, including well-maintained exercise and weight training
34 equipment and swimming pool available for use by crewmembers,
 - 35 c. provide free, scheduled bus service (with seating for at least 11 passengers) to
36 downtown Narita, with a minimum of three daily departures from the hotel and a
37 minimum of three daily departures from downtown Narita at mutually agreed upon
38 times,
 - 39 d. provide laundry services at the hotel, direct-billed to the Company,
 - 40 e. provide rental lockers at the current Narita flight kitchen location for use on a
41 monthly basis, with the fee paid by payroll deduction. These lockers will be available
42 for use by Company crewmembers (pilots and flight attendants) on a first come, first
43 served basis, with a waiting list maintained, if necessary. This provision is not
44 intended to require an increase in the number of lockers currently provided, which is
45 1,090 lockers,
 - 46 f. have a full service restaurant on premises, and

Section 5 – Lodging & Expenses

- 1 g. diligently comply with a maximum room wait limit of 30-minutes, with any
2 deviations from this standard to be promptly investigated by the Company to
3 determine the cause, and then promptly fixed.
4

5 F. Laundry Expenses
6

7 A pilot who is engaged in international operations is eligible for reimbursement for laundry
8 expenses incurred at a layover city if the pilot's rotation contains an ocean crossing and has a
9 time away from base (TAFB) of 96 hours or more as follows:
10

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

11 Note: A receipt is required, which must be submitted through the electronic expense form.
12 Exception: An international pilot is not eligible for reimbursement of laundry expenses
13 under **Section 5 F.** if the pilot utilizes the direct-billing laundry service at NRT as described
14 in **Section 5 E. 13. d.**
15
16

17 G. Uniforms
18

19 An entry level pilot will receive, at Company expense, the following uniform articles prior to
20 beginning IOE:

- 21 1. one jacket,
22 2. two pairs of pants,
23 3. one tie,
24 4. one hat, and
25 5. one set of brass.
26

1 SECTION 6

2
3 RELOCATION4
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 their former permanent residence to, and the establishment of,
- 16 their 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) their former permanent residence, and
- 20 2) the greater metropolitan area of their 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 their related conversion or the date of their recall from

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

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 their furlough base, or
- 34 e. otherwise transfers to a base at Company request,
- 35 f. provided:
- 36 1) they actually move their household goods and personal effects to a new
- 37 permanent residence that is within a 125 straight-line statute mile radius of the
- 38 airfield reference point at their new base or of any co-terminal airport at their new
- 39 base, and
- 40 2) their current permanent residence is not within such radius, and
- 41 3) they actually establish their home at their new permanent residence, and
- 42 4) their new permanent residence is at least 50 straight-line statute miles closer to the
- 43 airfield reference point at their new base than is the permanent residence address
- 44 from which they are relocating, and
- 45

Section 6 - Relocation

- 1 5) they agree to repay the Company for such relocation benefits if, within 12 months
- 2 of the conversion that entitled them to receive such relocation benefit, they convert
- 3 into a position at another base as the result of an advance entitlement.
- 4 4. “Furlough base” means the base to which a pilot was assigned on their date of furlough.
- 5 5. “Permanent residence” means the home where a pilot physically resides on a permanent
- 6 basis and at which they intend to remain. Evidence of a pilot’s permanent residence
- 7 includes, but is not limited to, their DBMS residence address and residence address for
- 8 Company benefits enrollment purposes.

9

10 B. Relocation Benefits

- 11
- 12 1. Subject to the limitations in **Section 6 B. 2.**, an eligible pilot will be provided the
- 13 following relocation benefits:
- 14 a. Household Goods and Personal Effects
- 15 The cost of packing, crating, transporting, and storage of up to 24,000 pounds of the
- 16 pilot's household goods and personal effects, when arranged by the Company with a
- 17 recognized public moving and storage company, from their former permanent
- 18 residence to the pilot’s new permanent residence or, at their option, from their former
- 19 permanent residence to a storage facility in the vicinity of their former or new
- 20 permanent residence and subsequently to their new permanent residence.
- 21 Note: Company paid expenses under **Section 6 B. 1. a.** will not exceed the expense
- 22 of moving the straight line statute mile distance between the airfield reference points
- 23 at the former base and the new base plus up to one month of storage expense.
- 24 b. Motor Vehicle(s)
- 25 1) The cost of transporting up to two motor vehicle(s), from the pilot’s
- 26 former permanent residence to their new permanent residence, provided:
- 27 a) there are at least 600 straight line statute miles between:
- 28 i) the airfield reference points at their former base and their new base, and
- 29 ii) their former permanent residence and their new permanent residence,
- 30 and,
- 31 b) such vehicle(s) is:
- 32 i) no more than 12 model years old,
- 33 ii) in driving condition,
- 34 iii) licensed to operate on public highways,
- 35 iv) registered in the name of the pilot or spouse,
- 36 v) insured, and
- 37 vi) not classified for insurance purposes as classic or collector.
- 38 Exception: For a vehicle more than 12 model years old, the pilot will receive
- 39 \$800 in lieu of the actual cost of transporting it to their new permanent
- 40 residence.
- 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 “business” IRS rate (65.5 cents per mile as of January
- 44 1, 2023), not to exceed the lesser of the straight-line statute mile distance
- 45 between:
- 46 i) the airfield reference point at their former base and their new base, or

Section 6 - Relocation

1 ii) their former permanent residence and their new permanent residence.

2 c. Passes

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

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

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

12 2) For the purpose of traveling to their new permanent residence: one
13 (priority SA-1, valid for seven days) one-way for the eligible pilot and
14 their eligible family members. Eligibility for such passes will begin on the
15 award date of the MD or VD that created the eligibility for relocation
16 benefits.

17 3) For the purpose of commuting to the new base, while in the process of relocating:
18 four (priority SA-1, valid for seven days) round-trips, per bid period for the
19 eligible pilot, from their conversion date until they establish a new permanent
20 residence or one year, whichever is sooner.

21 d. Lease Cancellation

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

25 1) such lease or rental agreement was entered into before the date of the award (or
26 date of notice of recall from furlough) that created their eligibility for relocation
27 benefits under **Section 6 A. 2.**,

28 2) the pilot submits to Relocation Services:

- 29 a) a copy of the lease or rental agreement, and
30 b) a letter from the landlord describing and confirming the cancellation costs
31 incurred,
32 and

33 3) the pilot contacts Relocation Services in writing to allow them to negotiate the
34 lease cancellation. If they do not do so, the lease cancellation charges will not be
35 reimbursed.

36 e. Insurance

37 The Company will provide insurance coverage for the:

38 1) repair or replacement value of household goods and personal effects that are lost
39 or damaged while being moved under **Section 6 B. 1. a.**, to a maximum of
40 \$200,000.

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

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

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

Section 6 - Relocation

1 2) loss or damage to a vehicle(s) transported under **Section 6 B. 1. b. 1)** up to the
2 lesser of the vehicle's replacement value or \$100,000.

3 Note: A pilot will not be paid for a claim under this provision unless they notify a
4 moving company representative of such claim:

- 5 a) prior to the initiation of repair work or purchase of replacement item,
- 6 b) within 90 days of delivery of the household goods or personal effects, and
- 7 Exception: A claim related to property damage to the former or new permanent
8 residence must be submitted to the moving company within 48 hours of pick-up or
9 delivery.
- 10 c) at the time of delivery of a vehicle transported under **Section 6 B. 1. b. 1)**.

11 f. COMAT

12 In accordance with standard COMAT shipping regulations, one space available
13 shipment of up to 1000 pounds of an eligible pilot's properly packaged, inventoried
14 and labeled (with origin and destination address and phone numbers) personal effects
15 (excluding furniture).

16 1) The following may not be shipped COMAT:

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

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

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

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

27 g. Miscellaneous Expense Allowance

28 A one-time allowance of \$6000.00 after arrival of all household goods and personal
29 effects at the pilot's new residence.

30 2. Limitations

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

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

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

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

Section 6 - Relocation

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

26 27 C. Forfeiture

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

Section 6 - Relocation

- 1 c. they do not actually complete an eligible move within the 36 month period specified
- 2 in ***Section 6 C. 1. a.***
- 3

4 D. Travel Time

- 5
- 6 1. An eligible pilot will:
 - 7 a. be released from duty for up to seven days based on the lesser of:
 - 8 1) one day for each 400 miles or portion thereof between their old residence and
 - 9 their new residence, or
 - 10 2) one day for each 400 miles or portion thereof between their old base and their
 - 11 new base.
 - 12 b. receive pay/no credit at a pro rata portion of the ALV for each day off as provided in
 - 13 ***Section 6 D. 1. a.***
- 14 2. In order to be released for relocation, a pilot must make their request to Crew Scheduling
- 15 at least 15 days prior to the first desired day of travel time.
- 16

17 E. General

- 18
- 19 1. Upon completion of their OE, a probationary pilot will be permitted to ship to their first
- 20 base up to 1000 pounds of boxed household goods and personal effects via COMAT in
- 21 accordance with standard Company COMAT shipping regulations.
- 22 2. An eligible pilot will contact Relocation Services to be provided the required forms to
- 23 complete. Contact information for Relocation Services is available on DeltaNet or by
- 24 contacting Pilot Assist.
- 25 3. Reimbursement will be added to a subsequent paycheck following approval by
- 26 Relocation Services and processing through Accounts Payable.

1 SECTION 7

2
3 VACATIONS4
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 the
14 pilot will 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. “Free of duty,” for purposes of **Section 7** and **Section 23**, means a period of time in
18 which a pilot has no obligation to the Company and in which the Company will not
19 require a pilot to perform any duties, including but not limited to an IA, training, reroute,
20 reserve assignment.
- 21 4. “Pro rata portion of the reserve guarantee” means the reserve guarantee for a position
22 divided by the number of days in a bid period.
- 23 5. “Purchased vacation” means the vacation days that a pilot receives as a result of a full
24 service bank transaction.
- 25 6. “Supplemental vacation” means the vacation days that a pilot receives (for use in the
26 current or following vacation year) under **Section 23 S. 16**.
- 27 7. “Vacation bank hours” means the hours in a pilot’s vacation bank. Such vacation bank
28 hours will be equal to:
- 29 a. 4:00 for each day of a pilot’s earned vacation, together with purchased and
30 supplemental vacation for use in the current vacation year for the 2023-2024 vacation
31 year.
- 32 b. 4:15 for each day of a pilot’s earned vacation, together with purchased and
33 supplemental vacation for use in the current vacation year, effective April 1, 2024.
- 34 c. 4:35 for each day of a pilot’s earned vacation, together with purchased and
35 supplemental vacation for use in the current vacation year, effective April 1, 2025
- 36 8. “Vacation period” means a portion(s) of the combination of a pilot’s earned, purchased
37 and supplemental vacation that is designated by the pilot as:
- 38 a. primary,
39 b. secondary,
40 c. tertiary,
41 d. quaternary, or
42 e. quinary.
- 43 9. “Vacation year” means the period that begins on April 1st each year and ends on the
44 following March 31st.
- 45

Section 7 - Vacations

1 B. Earned Vacation and Vacation Bank Hours

2

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

- 6 1) For the 2023-2024 vacation year

7

Years of Continuous Employment Completed before April 1 st of Vacation Year	Earned Vacation	Vacation Bank Hours
1 – 4	2 weeks	56:00
5 – 10	3 weeks	84:00
11 – 15	4 weeks	112:00
16 or more	5 weeks	140:00

8

9

- 10 2) Effective April 1, 2024

11

Years of Continuous Employment Completed before April 1 st of Vacation Year	Earned Vacation	Vacation Bank Hours
1 – 4	2 weeks	59:30
5 – 10	3 weeks	89:15
11 – 15	4 weeks	119:00
16 or more	5 weeks	148:45

12

13

- 14 3) Effective April 1, 2025

15

Years of Continuous Employment Completed before April 1 st of Vacation Year	Earned Vacation	Vacation Bank Hours
1 – 4	2 weeks	64:10
5 – 10	3 weeks	96:15
11 – 15	4 weeks	128:20
16 or more	5 weeks	160:25

16

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Section 7 - Vacations

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

3
 4
 5

1) For the 2023-2024 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	4:00
January 16 th to February 15 th	2 days	8:00
December 16 th to January 15 th	3 days	12:00
November 16 th to December 15 th	5 days	20:00
October 16 th to November 15 th	6 days	24:00
September 16 th to October 15 th	7 days	28:00
August 16 th to September 15 th	8 days	32:00
July 16 th to August 15 th	9 days	36:00
June 16 th to July 15 th	11 days	44:00
May 16 th to June 15 th	12 days	48:00
April 16 th to May 15 th	13 days	52:00
April 1 st to April 15 th	14 days	56:00

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2) Effective April 1, 2024

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	4:15
January 16 th to February 15 th	2 days	8:30
December 16 th to January 15 th	3 days	12:45
November 16 th to December 15 th	5 days	21:15
October 16 th to November 15 th	6 days	25:30
September 16 th to October 15 th	7 days	29:45
August 16 th to September 15 th	8 days	34:00
July 16 th to August 15 th	9 days	38:15
June 16 th to July 15 th	11 days	46:45
May 16 th to June 15 th	12 days	51:00
April 16 th to May 15 th	13 days	55:15
April 1 st to April 15 th	14 days	59:30

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 11

Section 7 - Vacations

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3) Effective April 1, 2025

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	4:35
January 16 th to February 15 th	2 days	9:10
December 16 th to January 15 th	3 days	13:45
November 16 th to December 15 th	5 days	22:55
October 16 th to November 15 th	6 days	27:30
September 16 th to October 15 th	7 days	32:05
August 16 th to September 15 th	8 days	36:40
July 16 th to August 15 th	9 days	41:15
June 16 th to July 15 th	11 days	50:25
May 16 th to June 15 th	12 days	55:00
April 16 th to May 15 th	13 days	59:35
April 1 st to April 15 th	14 days	64:10

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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.
4. Upon request, a pilot will receive forty-eight (48) hours free of duty prior to the pilot's primary vacation period. Such request will be made via DBMS during the pilot's primary vacation bid.

C. Vacation Period Selection

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1. A pilot may split their vacation into as many as five vacation periods provided:
 - a. the pilot 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:

Section 7 - Vacations

1

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

2

3

3. A pilot will bid their vacation based on the category the pilot:

4

a. holds on January 31st, or

5

b. is scheduled to be converted to, on or before January 31st.

6

4. Pilots will be awarded vacation periods in seniority order in each category.

7

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.

8

6. Every week of a vacation year will begin on Sunday, commencing with the first Sunday of the vacation year.

9

10

7. Vacation Distribution

11

a. Every week of a vacation year will be available for at least 1.3 percent of the total number of vacation periods to be awarded in a category (reduced to the closest integer, but no lower than one).

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Exception: Every week during the June, July and August bid periods will be available for at least 1.25 percent of the total number of vacation periods to be awarded in a category (reduced to the closest integer, but no lower than one).

b. In addition to the minimum weekly vacation distribution under **Section 7 C. 7. a. Exception**, the June, July and August bid periods will each have a minimum of 5.5% of the total number of vacation periods to be awarded in a category, and those three bid periods combined will have a cumulative minimum of 18% of such vacation periods.

23

Note one: The first day of the vacation period will determine, for purposes of vacation distribution, in which bid period the vacation is included.

24

25

Note two: The total number of vacation periods to be made available for bid in a category during a vacation year will be increased by **Section 7 C. 9. a. Exception, Note**.

26

27

8. A pilot who converts into another category may retain their previously awarded unused vacation period(s).

28

29

9. A pilot who is awarded an AE or VD that requires qualification training that conflicts with a scheduled vacation period will be notified by the Company of such conflict. The pilot will have ten days from the Company's notification of such conflict to make a choice from among the following options:

30

31

32

33

a. re-bid the vacation period through the vacation move-up process,

34

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36

Exception: If there are no available vacation periods for re-bid, the pilot may select a vacation period in the following vacation year after the vacation period selection process under **Section 7 C**.

37

38

39

Note: In the following vacation year, the available vacation periods for bid will be increased by the total number of vacation periods resulting from this **Exception**.

39

40

b. retain such vacation period as follows:

Section 7 - Vacations

- 1) 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.
- 2) 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 they are converted out of seniority order (see *Section 22 E. 9. Exception c. 1*) delay of training at pilot request).

or

- c. receive pay under *Section 7 G. 3. b.* in lieu of such vacation period not taken. The pilot's earned vacation will be reduced by the number of days in such vacation period.

Note: If the pilot does not notify the Company of their choice under *Section 7 C. 9.*, the Company will award the pilot an available vacation period in the current vacation year. If there are no available vacation periods in the current vacation year, the pilot will receive pay in lieu of such vacation period under *Section 7 C. 9. c.*

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.*
 - 3) 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 their 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 their previously awarded vacation.
 - c. if the move-up would result in the pilot receiving more than five vacation periods in a vacation year.

Section 7 - Vacations

- 1 Exception: A pilot may be awarded more than five vacation periods in a vacation
2 year as a result of a move-up if the pilot's additional vacation period(s) was carried
3 over from the previous vacation year (see **Section 7 F. 6. a.**).
- 4 4. A pilot who is awarded a vacation move-up in the subsequent bid period that conflicts
5 with an asterisk rotation will, at their option:
6 a. be removed from such rotation and guaranteed the scheduled value of the portion of
7 the rotation in the current bid period, in which case the pilot will have a recovery
8 obligation under **Section 23 K.** for such portion,
9 b. be removed from such rotation with no rotation guarantee and no recovery obligation,
10 or
11 c. with the concurrence of Crew Resources, retain such rotation and postpone the start
12 date of their vacation to the day after release of such conflicting rotation.
- 13 Exception: A pilot who does not inform Crew Scheduling of their option prior to the
14 close of line bidding for the bid period in which their new vacation period begins will be
15 removed from such rotation under **Section 7 D. 4. a.**

16

17 E. Adjustments and Postponements

18

- 19 1. The starting date of an awarded vacation period may be adjusted upon mutual agreement
20 between the pilot and the Company.
- 21 2. An awarded vacation may not be postponed unless such postponement is:
22 a. due to unusual circumstances or Company requirements, or
23 b. by mutual agreement between the pilot and the Company.
- 24 3. A postponed vacation period will be considered vacated and the affected pilot will be
25 assigned an available vacation period.
- 26 Note: Such pilot may re-bid through the move-up process.
- 27 4. Purchased and supplemental vacation days will be placed, at pilot option, at the
28 beginning or end of a vacation period for the subsequent vacation year.
- 29 Exception one: The Company may limit the number of purchased vacation days in a
30 position in the April and/or May bid period(s) such that the total number of vacation
31 hours in such position for such bid period will not cause the Company to be out of
32 compliance with the staffing requirements under **Section 22 C.**
- 33 Exception two: A vacation period may only be expanded by a block of seven
34 consecutive purchased or supplemental vacation days in:
35 a. the December bid period, or
36 b. the first ten days of January.
- 37 Note: Such expansion will constitute the bidding and awarding of a posted vacation
38 week.
- 39 5. Upon mutual agreement between the pilot and the Company, a pilot may purchase
40 vacation days (see **Section 12 N. 4. c.**) to be placed at the beginning or end of a vacation
41 period for the current vacation year.
- 42 6. Supplemental days for the current vacation year may be placed at the beginning or end of
43 a vacation period, by mutual agreement between the pilot and the Company.
- 44 7. A pilot may slide their vacation period subject to the following:
45 a. the vacation period remains entirely within the same bid period; and

Section 7 - Vacations

1 b. any moved days of vacation after the slide would not be coverage days (i.e., current
2 PBS option).

3 Exception: In any bid period in which reserve pilots are entitled to receive an additional
4 X-day under **Section 12 M. 2. Note**, a pilot will be permitted to slide their primary
5 vacation period up to at least three calendar days, regardless of coverage. Such slide will
6 not contain vacation days that commence two days before and end one day after New
7 Year's Day, Fourth of July, Thanksgiving Day, and Christmas day, unless not impacted
8 by coverage.
9

10 F. Cancellation of Vacation

11 1. The Company will:

12 a. not cancel an awarded vacation unless due to operational necessity, and

13 b. make:

14 1) every effort to avoid canceling an awarded vacation, and

15 2) every reasonable effort to recall a furloughed pilot in order to avoid cancellation
16 of an awarded vacation.
17

18 Note: In a bid period in which there is a furloughed pilot who has not been offered recall,
19 the Company will not cancel more than 50% of the awarded vacation weeks in a
20 category.

21 2. A pilot will receive at least 30 days advance notice of the cancellation of an awarded 22 vacation period.

23 Exception: A pilot may receive less than 30 days advance notice in the event of an
24 emergency that precludes such notice. The Company will notify such pilot promptly and
25 forward to them a letter of confirmation at the earliest possible date.

26 3. The Company:

27 a. may reinstate a cancelled vacation with 30 days advance written notice.

28 b. will not reinstate a previously canceled vacation period with less than 30 days' notice
29 without the pilot's consent.

30 4. A pilot whose vacation is canceled may:

31 a. not displace another pilot from an awarded vacation period.

32 b. be awarded a new vacation through the vacation move-up process.

33 5. If subsequent to the award of vacation periods, the number of vacation periods in a 34 category must be reduced:

35 a. the pilots in the affected category(ies) will be afforded the option, in order of
36 seniority, to voluntarily cancel their awarded vacation period(s).

37 b. the remaining cancellation of vacation periods will be conducted (if necessary) in
38 inverse seniority order.

39 6. A pilot who is unable to take an awarded vacation during the current vacation year due to 40 the needs of the Company may, at pilot option:

41 a. carry the vacation time over into the succeeding vacation year, or

42 b. accept pay, under **Section 7 G. 3. b.**, in lieu of such vacation not taken.

43 7. A pilot who, during the last two bid periods of a vacation year, returns from an extended 44 absence may:

45 a. take any unused earned vacation in an available vacation period(s) in the current
46 vacation year, and/or

Section 7 - Vacations

- 1 b. accept pay, under **Section 7 G. 3. b.**, in lieu of such vacation not taken.
- 2 8. A pilot who flies into their vacation period due to a reroute or late operations may, at
- 3 their option, place the lost vacation day(s) at the end of the affected vacation period
- 4 (without a reduction from their vacation bank hours for any rotation removed to
- 5 accommodate such placement of lost vacation days), or add the lost vacation day(s) to the
- 6 beginning or end of a subsequent vacation period.
- 7 9. A pilot who is rerouted into a scheduled vacation period, or whose vacation is cancelled,
- 8 will be reimbursed for nonrefundable deposits and fees (e.g., accommodations,
- 9 transportation, guides, instructors, rental vehicles or equipment) up to a maximum of
- 10 \$1,500, provided the pilot makes every reasonable effort to obtain a refund and submits
- 11 proof satisfactory to their Chief Pilot that refund of such deposit/fee is not possible.
- 12 10. The Company may proffer to liquidate a vacation period(s) in a category following
- 13 notification to the MEC Scheduling Committee Chairman. This proffer may be made no
- 14 earlier than sixty days prior to the affected bid period.

16 G. Vacation Pay

- 17
- 18 1. To the extent of their available vacation bank hours, a regular pilot will be paid:
- 19 a. 4:00 for each day of their vacation of the 2023-2024 vacation year.
- 20 b. 4:15 for each day of their vacation, effective April 1, 2024.
- 21 c. 4:35 for each day of their vacation, effective April 1, 2025.
- 22 2. To the extent of their available vacation bank hours, a reserve pilot will be paid:
- 23 a. 4:00 for each day of their vacation of the 2023-2024 vacation year.
- 24 b. 4:15 for each day of their vacation, effective April 1, 2024.
- 25 c. 4:35 for each day of their vacation, effective April 1, 2025.
- 26 Note: Such pilot's reserve guarantee will be reduced by a pro rata portion of the reserve
- 27 guarantee for each day of the pilot's vacation.
- 28 3. A pilot will:
- 29 a. not receive pay for a vacation day(s) in excess of their vacation bank hours.
- 30 b. receive pay for the balance of their vacation bank hours on each March 31st, at the
- 31 composite hourly rate for the category held by the pilot in such March bid period.
- 32 c. receive pay for the value of the hours remaining in their vacation bank and any
- 33 accrued vacation at the rate of the category for the last bid period in which the pilot
- 34 performed service as a pilot if such pilot:
- 35 1) has commenced medical leave of absence and makes a request for such pay.
- 36 2) dies.
- 37 d. receive pay for the value of the hours remaining in their vacation bank (but will be
- 38 ineligible for any accrued vacation) at the rate of the category for the last bid period
- 39 in which the pilot performed service as a pilot if such pilot voluntarily resigns with
- 40 notice.
- 41 4. The value of the hours remaining in a pilot's vacation bank upon retirement and any
- 42 accrued vacation, calculated at the rate of the category for the last bid period in which the
- 43 pilot performed service as a pilot, along with Company contributions under **Section 26 C.**
- 44 **2.** with respect to such earnings, will be contributed to the pilot's Delta 401(k) Retirement
- 45 Plan for Pilots account as a Company contribution or, if necessary, will be paid to the
- 46 pilot as an excess payment as described in **Section 26 M. 1.** and **2.**
- 47

Section 7 - Vacations

H. Vacation Swap Board

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

1. A pilot wishing to swap their 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 their line.
8. A pilot who holds an MD and who has swapped their vacation may be scheduled for qualification training pursuant to their MD that conflicts with their new vacation. In such case, the pilot may rebid such vacation period, provided the pilot notifies Crew Resources within ten days of the date of issuance to them of notice of such conflict. Otherwise, the pilot's earned vacation will be reduced by the number of days in such vacation period and the pilot 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. 11.**, a pilot may use IVDs each vacation year on no more than two separate occasions as follows:
 - a. for pilots with fewer than three weeks of earned vacation, not to exceed a total of four IVDs.
 - b. for pilots with three or more weeks of earned vacation, not to exceed a total of six IVDs.

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.**

Section 7 - Vacations

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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 their 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 their 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

- 1 3. A pilot who deadheads between the airports listed below by surface transportation (in
 2 either direction) will be paid as follows:
 3 a. Effective on March 2, 2023,
 4

Airport Pairings	Travel Time	Pay	Airport Pairings	Travel Time	Pay
FLL-MIA	0:45	\$28.76	DAL-DFW	0:25	\$15.98
HOU-IAH	0:45	\$28.76	MDW-ORD	1:10	\$44.74
EWR-JFK	1:20	\$51.13	EWR-LGA	1:20	\$51.13
LGA-JFK	0:45	\$28.76	LAX-BUR	1:15	\$47.94
LAX-ONT	1:30	\$57.53	LAX-SNA	1:30	\$57.53
LAX-LGB	1:00	\$38.35	SFO-OAK	1:00	\$38.35
SFO-SJC	1:00	\$38.35	BUR-ONT	2:00	\$76.70
BUR-SNA	2:00	\$76.70	BUR-LGB	1:30	\$57.53
ONT-SNA	1:15	\$47.94	ONT-LGB	2:00	\$76.70
OAK-SJC	1:30	\$57.53	DCA-IAD	0:45	\$28.76
SEA-BFI	0:30	\$19.18	LGW-LHR	2:00	\$76.70
KIX-ITM	1:15	\$47.94			

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 7 b. Effective on January 1, 2024
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Airport Pairings	Travel Time	Pay	Airport Pairings	Travel Time	Pay
FLL-MIA	0:45	\$30.20	DAL-DFW	0:25	\$16.78
HOU-IAH	0:45	\$30.20	MDW-ORD	1:10	\$46.98
EWR-JFK	1:20	\$53.69	EWR-LGA	1:20	\$53.69
LGA-JFK	0:45	\$30.20	LAX-BUR	1:15	\$50.34
LAX-ONT	1:30	\$60.41	LAX-SNA	1:30	\$60.41
LAX-LGB	1:00	\$40.27	SFO-OAK	1:00	\$40.27
SFO-SJC	1:00	\$40.27	BUR-ONT	2:00	\$80.54
BUR-SNA	2:00	\$80.54	BUR-LGB	1:30	\$60.41
ONT-SNA	1:15	\$50.34	ONT-LGB	2:00	\$80.54
OAK-SJC	1:30	\$60.41	DCA-IAD	0:45	\$30.20
SEA-BFI	0:30	\$20.14	LGW-LHR	2:00	\$80.54
KIX-ITM	1:15	\$50.34			

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Section 8 - Deadheading

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c. Effective on January 1, 2025

Airport Pairings	Travel Time	Pay	Airport Pairings	Travel Time	Pay
FLL-MIA	0:45	\$31.41	DAL-DFW	0:25	\$17.45
HOU-IAH	0:45	\$31.41	MDW-ORD	1:10	\$48.86
EWR-JFK	1:20	\$55.84	EWR-LGA	1:20	\$55.84
LGA-JFK	0:45	\$31.41	LAX-BUR	1:15	\$52.35
LAX-ONT	1:30	\$62.82	LAX-SNA	1:30	\$62.82
LAX-LGB	1:00	\$41.88	SFO-OAK	1:00	\$41.88
SFO-SJC	1:00	\$41.88	BUR-ONT	2:00	\$83.76
BUR-SNA	2:00	\$83.76	BUR-LGB	1:30	\$62.82
ONT-SNA	1:15	\$52.35	ONT-LGB	2:00	\$83.76
OAK-SJC	1:30	\$62.82	DCA-IAD	0:45	\$31.41
SEA-BFI	0:30	\$20.94	LGW-LHR	2:00	\$83.76
KIX-ITM	1:15	\$52.35			

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d. Effective on January 1, 2026

Airport Pairings	Travel Time	Pay	Airport Pairings	Travel Time	Pay
FLL-MIA	0:45	\$32.66	DAL-DFW	0:25	\$18.15
HOU-IAH	0:45	\$32.66	MDW-ORD	1:10	\$50.81
EWR-JFK	1:20	\$58.07	EWR-LGA	1:20	\$58.07
LGA-JFK	0:45	\$32.66	LAX-BUR	1:15	\$54.44
LAX-ONT	1:30	\$65.32	LAX-SNA	1:30	\$65.32
LAX-LGB	1:00	\$43.55	SFO-OAK	1:00	\$43.55
SFO-SJC	1:00	\$43.55	BUR-ONT	2:00	\$87.10
BUR-SNA	2:00	\$87.10	BUR-LGB	1:30	\$65.32
ONT-SNA	1:15	\$54.44	ONT-LGB	2:00	\$87.10
OAK-SJC	1:30	\$65.32	DCA-IAD	0:45	\$32.66
SEA-BFI	0:30	\$21.78	LGW-LHR	2:00	\$87.10
KIX-ITM	1:15	\$54.44			

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Section 8 - Deadheading

1 4. A pilot who deadheads by surface transportation between airport pairings not listed in
2 **Section 8 B. 3.** will be paid for travel time, on a minute by minute basis, calculated at
3 25% of the second longevity step of the First Officer composite hourly rate under **Section**
4 **3 B. 2.** for the greater of:

- 5 a. the lowest paying aircraft in service at the Company, or
- 6 b. the A-220-100.

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

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

18
19 C. Effect on Duty Rigs

- 20
21 1. When a pilot deadheads by air transportation at the beginning of a duty period, their
22 report, for calculation of rotation credit and duty period credit, will be the report under
23 **Section 2 A. X.**
- 24 2. When a pilot deadheads by surface transportation at the beginning of a duty period, their
25 report for calculation of rotation credit and duty period credit, will be the scheduled
26 departure time of the surface transportation.
- 27 3. When a pilot deadheads by surface transportation at the end of a rotation, their release,
28 for calculation of rotation credit and duty period credit, will be extended by the travel
29 times in **Section 8 B. 3.** and **5.**, regardless of the actual travel time.

30
31 D. Modes of Transportation

- 32
33 1. A pilot will not be required to deadhead on an air carrier experiencing a labor dispute
34 (strike) by pilots.
- 35 2. A pilot will not be required to deadhead on an air carrier experiencing a labor dispute
36 (strike) by employees other than pilots, except in emergency situations. This does not
37 preclude such deadheading as may be required to prevent disruption of the Company
38 flight schedules.
- 39 3. A pilot who is scheduled to deadhead at the end of a rotation will be booked on the
40 flight(s) scheduled to return the pilot to their base as soon as possible.
41 Note one: For the purpose of scheduling a pilot's deadhead that returns the pilot to their
42 co-terminal base as soon as possible under **Section 8 D. 3.**, the travel time listed in the
43 table below will be added to the scheduled arrival time at co-terminal airports other than
44 the rotation's airport of origin.

Airport	Travel	Airport	Travel
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Section 8 - Deadheading

Pairings	Time	Pairings	Time
EWR-JFK	2:40	EWR-LGA	2:40
LGA-JFK	1 :30	LAX-BUR	2 :30
LAX-ONT	3 :00	LAX-SNA	3 :00
LAX-LGB	2 :00	BUR-ONT	4 :00
BUR-SNA	4:00	BUR-LGB	3:00
ONT-SNA	2 :30	ONT-LGB	4 :00

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Note two: The table above will be updated by mutual agreement between the MEC Scheduling Committee Chairman and the Director – Crew Resources and Scheduling to include any additional co-terminal pilot base prior to scheduling rotations to such base. Exception: A pilot will be provided a scheduled break in duty prior to their deadhead when:

- a. the pilot is scheduled to deadhead at the end of their rotation,
 - b. the last duty period of the rotation contains a flight duty period, and
 - c. the last duty period of the rotation is, or would otherwise have been, scheduled to begin prior to or during the pilot’s WOCL and release after the pilot’s WOCL.
4. A pilot who is scheduled to deadhead to a layover at the end of a duty period in which they have performed flying, will be booked on the flight(s) scheduled to place the pilot at their 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 minutes 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 minutes 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**.

Section 8 - Deadheading

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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.
3. A reserve pilot may utilize an off-rotation deadhead at the end of a rotation. They may utilize an off-rotation deadhead at the beginning of a rotation only with permission from Crew Scheduling.
4. A pilot who utilizes an off-rotation deadhead at the end of a rotation is required to give prior notification to Crew Scheduling. Such notice must be given as soon as possible after the arrival of the pilot's last flying segment prior to their scheduled deadhead. Such notice will be given via a voice response unit (VRU) or, at pilot option, via a call to Crew Scheduling.
5. A pilot who utilizes an off-rotation deadhead at the beginning of a rotation is required to report for duty at the departure airport of the first non-deadhead segment as follows:
 - a. one hour before the scheduled departure time of the first non-deadhead segment, or
 - b. one hour and 30 minutes before the scheduled departure time of the first non-deadhead segment if that segment includes an ocean crossing.
6. The maximum on-duty time of a pilot who utilizes an off-rotation deadhead at the beginning of their rotation will be determined using the report in **Section 8 E. 5.**, or, if the pilot is given prior notice, the adjusted time.
7. The in-base break-in-duty under **Section 12 G.** for a pilot who utilizes an off-rotation deadhead at the end of a rotation will be determined using the scheduled release of such rotation.
8. A pilot who utilizes an off-rotation deadhead to travel from the pilot's base, or from a domestic airport or an airport in the Hawaiian Islands (other than their base), in the vicinity of the pilot's permanent residence at the beginning of a rotation will be provided positive space on-line transportation if:
 - a. Travel can be booked without overbooking,
 - b. the routing does not pass through the pilot's base,
 - c. the routing does not exceed the number of deadhead segments originally scheduled,
 - d. the routing is scheduled to arrive at a reasonable time before their required report under **Section 8 E. 5.**, and
 - e. the routing provides for a subsequent flight that is scheduled to arrive at a reasonable time before their required report under **Section 8 E. 5.** if the pilot's originally scheduled routing provided for such a subsequent flight.

Note one: A pilot who utilizes an off-rotation deadhead under **Section 8 E. 8.** may attempt their booking at any time within 14 days of the report of their rotation.

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

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

Section 8 - Deadheading

- 1 9. A pilot who utilizes an off-rotation deadhead at the end of a rotation to travel to:
2 a. the pilot's base prior to their scheduled deadhead will be provided positive space on-
3 line transportation if sales are authorized at the time of their attempted booking.
4 b. a domestic airport or an airport in the Hawaiian Islands (other than their base) in the
5 vicinity of the pilot's permanent residence will be provided positive space on-line
6 transportation if:
7 1) sales are authorized at the time of the attempted booking,
8 2) the routing does not pass through the pilot's base,
9 3) the routing does not exceed the number of deadhead segments scheduled, and
10 4) the flight segment(s) departs:
11 a) prior to the originally scheduled deadhead, or
12 b) on the same day as the originally scheduled deadhead.

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

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

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

- 20 10. Effect on per diem
21 a. When a pilot utilizes an off-rotation deadhead at the beginning of a rotation, the
22 pilot's time away from base begins at their scheduled report under **Section 2 A. X.**
23 b. When a pilot utilizes an off-rotation deadhead at the end of a rotation, the pilot's time
24 away from base will remain unchanged from the originally scheduled rotation.
25 11. A pilot who utilizes an off-rotation deadhead will be provided lodging as shown on their
26 rotation.
27 12. Upon the pilot's request and provided sales are authorized at the time of attempted
28 booking, a pilot awarded a MAC rotation will be provided positive space on-line
29 transportation (including DCI) between a domestic airport in the vicinity of the pilot's
30 permanent residence and:
31 a. the location (other than their base and subject to maximum scheduled duty time
32 limits) where the pilot joins their rotation, and/or
33 b. the location from where the pilot is scheduled to deadhead back to their base.

- 34 13. International Off-Rotation Deadheads
35 A pilot who utilizes an off-rotation deadhead on a flight segment under **Section 8 F. 1.** at
36 the:
37 a. beginning of a rotation will be provided positive space on-line transportation under
38 **Section 8 E. 8.** Such pilot will be provided Delta One accommodations (or first class
39 if the aircraft is not configured with Delta One), provided the pilot was originally
40 scheduled to deadhead on a flight segment under **Section 8 F. 1.**, if travel can be
41 booked without overbooking at the time of their attempted booking.
42 b. end of a rotation will be provided positive space on-line transportation under **Section**
43 **8 E. 9.** Such pilot will be provided Delta One accommodations (or first class if the
44 aircraft is not configured with Delta One), provided the pilot was originally scheduled
45 to deadhead on a flight segment under **Section 8 F. 1.**, if sales are authorized at the
46 time of their attempted booking.

Section 8 - Deadheading

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F. Deadhead Seating

1. A pilot who deadheads on any of the following flights, as scheduled or rerouted, will be provided:

- a. Delta One accommodations:

- 1) an ocean crossing flight segment.
- 2) a flight segment to or from NRT or HND that is scheduled for more than five hours and fifteen minutes, block-to-block.

Note: If the aircraft is not configured with Delta One, such pilot will be provided first class accommodations.

- b. the highest class of service on board the aircraft, if available at the time of booking:

- 1) a three hour or greater flight segment preceding another flight segment in the same duty period that the pilot is scheduled to operate.
- 2) a redeye flight segment.

Note: If the highest class of service is not available at the time of booking, initial seat assignment priority will be according to **Section 8 F. 1. c.**

- c. On all deadhead flight segments other than under **Section 8 F. 1. a. or b.**, the seat assignment will follow the priority below, based on availability at time of booking:

- 1) second highest class on board the aircraft aisle seat.
- 2) second highest class on board the aircraft window seat.
- 3) third highest class on board the aircraft aisle seat.
- 4) third highest class on board the aircraft window seat.
- 5) fourth highest class on board the aircraft aisle seat, if applicable.
- 6) fourth highest class on board the aircraft window seat, if applicable.
- 7) second highest class on board the aircraft middle seat.
- 8) third highest class on board the aircraft middle seat.
- 9) fourth highest class on board the aircraft middle seat, if applicable.

Note: "Available at the time of booking," for purposes of **Section 8 F.**, means that at the time a rotation containing a deadhead(s) is created, a seat on such deadhead flight segment(s) is in inventory and not sold, as shown on the Company's primary customer booking source (e.g., Delta.com).

2. The deadhead seat assignment at the time a rotation is created will remain with the deadhead flight segment and not be forfeited in the event the rotation is subsequently assigned or awarded to another pilot.
3. If a seat with a higher class of service under **Section 8 F. 1. b. or c.**, as applicable, becomes available at any time prior to the pilot checking in for the flight, a deadheading pilot will be automatically upgraded before any other passenger.
Note: If there are multiple pilots deadheading on the same flight at the time an upgrade is processed, such upgradewill be awarded based on seniority date.
4. After check-in, a pilot will be placed on the priority standby list (or its functional equivalent) as applicable under **Section 8 F. 1. b. or c.**, and automatically upgraded to the higher class of service at a higher priority than any other passenger.
Note: If there are multiple pilots deadheading on the same flight, upgrades will be awarded based on seniority date.

Section 8 - Deadheading

- 1 5. A pilot will be unrestricted from selecting a seat on their deadhead flight segment(s) that
2 is available for sale on the Company's primary customer booking source (e.g.,
3 Delta.com) consistent with **Section 8 F. 1.** until the time at which the seat map becomes
4 locked for all other Delta passengers, and no further changes can be made via the Delta
5 App or Delta.com.
6 Note one: After the seat map becomes locked, the pilot remains eligible to obtain a
7 different seat from the gate agent before boarding.
8 Note two: The pilot remains eligible for a higher seating priority (upgraded seat) under
9 **Section F. 4.** until the pilot boards the aircraft.
 - 10 6. Once a seat is assigned, the seat selection will not be changed, except as provided under
11 **Section 8. F. 3., 4.,** or **5.,** or in the case of an equipment substitution or seat map change
12 (i.e., same aircraft model with a different seating configuration), the pilot will be
13 accommodated in an equivalent seat as previously selected, unless a more restrictive
14 seating configuration does not make one available.
- 15
- 16 G. General
- 17
- 18 1. No deadhead will be booked on the jumpseat.
 - 19 2. The Company and Association will meet at the Association's request to review the
20 selection of air carriers for pilot deadheading. The recommendations of the MEC
21 Chairman will be given due consideration by the Company in the selection of such air
22 carriers. An air carrier that is being rejected for safety related reasons for transportation
23 by the United States Department of Defense will not be utilized for pilot deadheading.
 - 24 3. A deadheading pilot will be permitted to board the aircraft once any passenger boarding
25 begins.

1 SECTION 9

2
3 MISCELLANEOUS FLYING4
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 their 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 their 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 their possession when
 - 36 reporting for flight duty.
 - 37 2. A pilot will submit a copy of their 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 their medical certificate expires.
 - 40 3. A pilot will not be paid or credited for any rotation or guarantee unless their certificates
 - 41 are 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 their 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 their 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 SENIORITY LIST INSTRUCTORS, LINE CHECK PILOTS, & LINE VALIDATION PILOTS4
5 A. Definitions

- 6 1. "Advanced Qualification Program" (AQP) means the Company-administered and FAA
7 approved programs for all indoctrination, qualification, requalification, or continuing
8 qualification training at Delta Air Lines.
- 9 2. "Aircrew program designee" (APD) means a pilot who is designated by the FAA to
10 administer type rating evaluations.
- 11 3. "Chief Standards Captain" (CSC) is an LCP certified by the FAA and has authority for
12 all training and certification of LCPs.
- 13 4. "Continuing qualification training" (CQ) means training necessary to maintain position
14 qualification under FAR 121.427 and the Company's advanced qualification program
15 (AQP) standards.
- 16 5. "MD-FTS" means Managing Director – Flight Training and Standards
- 17 6. "Evaluation" means a check of a pilot's performance and/or proficiency pursuant to an
18 FAR or as part of the Company's training including its Advanced Qualification Program
19 (AQP).
- 20 7. "FAA" means the Federal Aviation Administration.
- 21 8. "FARs" means the Federal Aviation Regulations.
- 22 9. "Ferry Flight" means a nonrevenue flight with no revenue passengers that transports an
23 aircraft from one location to another
- 24 10. "Flight Training Instructor" (FTI) means a term that will be used to collectively describe
25 SLIs and NSLIs.
- 26 11. "Flight Standards Pilot" (FSP) means a Captain who is a Line Check Pilot (LCP) or First
27 Officer who is a Line Validation Pilot (LVP)
- 28 12. "Functional check flight" (FCF) means flying that involves the planned use of abnormal
29 or "special" checklists and/or determinations of the airworthiness of major system items
30 or troubleshooting.
- 31 13. "Golden Day" is a day an SLI will not be scheduled to work and is shown on the
32 schedule as, "*X*".
- 33 Note: An SLI may volunteer to work on a Golden Day, but cannot be proffered.
- 34 14. "Junior Captain Seniority List Instructor" (JCSLI) means a Captain SLI that cannot hold
35 Captain on the equipment which they instruct, but had Captain PIC time at Delta Air
36 Lines before becoming a JCSLI.
- 37 15. "Lead line check pilot" (LLCP) means a pilot who is authorized to conduct PIC
38 observations for first time Captains in place of an FAA inspector. Before being
39 designated as LLCP (by CSCs), candidates must be:
- 40 a. approved by the FAA
- 41 b. must have served as an LCP for no less than six months
- 42 16. "Lead line validation pilot" (LLVP) means a pilot who can conduct Check-the-checker
43 events for LVPs on all fleets
- 44 17. "Line check pilot" (LCP) means a pilot who is:
- 45 a. selected by the Company and designated by the FAA, and authorized to administer
46 evaluations during line operations.
- 47 b. tasked with:
- 48 1) Training non-qualified pilots

- 1 2) Completing OE certifications
- 2 3) Conducting line check evaluations
- 3 4) Conducting Special Airport Qualification (SAQ), Theater Qualification (TQ) and
- 4 Theater Familiarization events
- 5 5) Conducting Mid-Phase validation (MPV) events on initial Delta First Officers
- 6 18. "Line validation pilot" (LVP) means a pilot who is a First Officer:
- 7 a. selected by the Company, and
- 8 b. authorized to administer training and qualifications events during line operations,
- 9 including, but not limited to:
- 10 1) Mid-Phase validation (MPV) events on initial Delta First Officers on their own
- 11 bid equipment
- 12 2) Conduct SAQ, TQ, and Theater Familiarization Events
- 13 c. not authorized to administer Captain evaluations during line operations
- 14 19. "Non-seniority list instructor" (NSLI) means an instructor who is:
- 15 a. not on the seniority list, or
- 16 b. currently receiving long term disability benefits under the D&S Plan (including the
- 17 NWA LTD Plan).
- 18 20. "Operating experience" (OE) means performing the duties of Captain or First Officer
- 19 under the supervision of an LCP under FAR 121.434 (c) and (f).
- 20 21. "Proficiency check" (PC) means any of the following validation or evaluation events in
- 21 the simulator or Flight Training Device administered under the AQP:
- 22 a. Procedures Validation (PV)
- 23 b. Maneuvers Validation (MV)
- 24 c. Line Operational Evaluation (LOE)
- 25 Note: MV and LOE for a pilot obtaining a type rating are not proficiency checks.
- 26 22. "Proficiency check pilot" (PCP) means:
- 27 a. an SLI who is selected by the Company and designated by the FAA and authorized to
- 28 administer proficiency checks in other than line operations, and/or
- 29 b. an NSLI who is selected by the Company and designated by the FAA and authorized
- 30 to administer proficiency checks in other than line operations under **Section 10 C**.
- 31 23. "Qualification training" means training necessary to create a position qualification (i.e.,
- 32 initial, transition, upgrade, requalification, transoceanic ground school).
- 33 24. "Qualified SLI" (QSLI) means an SLI who can function as the instructor of record.
- 34 25. "Recency" (RCY) or "recency of experience" means the requirement of a Captain or First
- 35 Officer to make at least three takeoffs and landings within a 90-day period under FAR
- 36 121.439.
- 37 26. "Reestablishment of recency" means the training and checking required under FAR
- 38 121.439 to reestablish qualifications that have lapsed due to lack of recency.
- 39 27. "Seniority list instructor" (SLI) means an instructor who is a pilot. Sub-categories of SLIs
- 40 include Proficiency Check Pilots (PCP's) and Aircrew Program Designees (APD's).
- 41 Exception: An instructor who is a pilot currently receiving long term disability benefits
- 42 under the D&S Plan (including the NWA LTD Plan) cannot be an SLI.
- 43 28. "Soft Day" means a scheduled day free from duty on which an SLI may not be required
- 44 to perform Company duties and is shown on the schedule as, "X".
- 45 Note: An SLI cannot be scheduled, but can volunteer or be proffered to perform
- 46 Company duties on a Soft Day
- 47 29. "SLI duty period" means one of the following when performed by an SLI:
- 48 a. one FTD, or simulator period, including brief and debrief

- 1 b. one training and/or evaluation event in an aircraft or classroom including brief and
- 2 debrief
- 3 c. a VF(s) and/or FCF(s) not to exceed ten (10) hours
- 4 d. a day of Company business away from the training center
- 5 e. a duty period up to 13 scheduled hours and 15 actual hours during which an SLI
- 6 deadheads to and/or from a training location and performs SLI duties
- 7 f. a period consisting solely of deadheading to or from a training location.
- 8 g. service as part of a crew complement for one FTD or simulator period, including brief
- 9 and debrief
- 10 h. up to eight hours (exclusive of meal break) of office duties or special projects (an
- 11 “office day”).

12 Note: An SLI may be required to perform any instructor duties during their office day

13 or additional instructor duties that have arisen on short notice during an SLI duty

14 period. Such SLI will be credited with an additional SLI duty period only if the SLI is

15 required to remain on duty in excess of eight hours (exclusive of meal break).

- 16 30. “Special Airport Qualification” (SAQ) means a program for qualification of pilots at
- 17 specified airports as set forth in the Airway Manual.
- 18 31. “Special Airport Qualification Airport” (SAQ Airport) means an airport designated as
- 19 SAQ by FAA 8900 or as defined by the Managing Director - Flight Training and
- 20 Standards for Delta purposes only.
- 21 32. “Theater qualification” (TQ) means a program for qualification of pilots in a specified
- 22 area of operation as set forth in the Airway Manual.
- 23 Note one: The Company will review with the Association any plans to modify the terms
- 24 and provisions of the theater qualification program set forth in the Airway Manual.
- 25 Note two: The addition of a new theater that affects 12 or more scheduled round trips per
- 26 bid period in a category will be subject to the implementation schedule under **Section 11**
- 27 **J. 5**. The Company and the Association will meet and confer to agree upon an
- 28 implementation schedule related to a significant modification of an existing theater.
- 29 33. “Training” means a Company-sponsored program of instruction and/or evaluation
- 30 required by an AQP, the Company, or the FARs (e.g., recency, qualification training, CQ,
- 31 distributed training).
- 32 34. “Verification flight” (VF) means flying that is performed to determine whether a
- 33 maintenance repair action has successfully resolved the pertinent problem, provided such
- 34 flying does not involve:
- 35 a. the planned use of abnormal or special checklists, or
- 36 b. determinations of the airworthiness of major system items or troubleshooting.
- 37 35. “XDUT” means extra duty over an SLI’s 17 duty period guarantee

39 B. Seniority List Instructors

- 40 1. An SLI will:
- 41 a. Perform Maneuvers Validations (MV) and Line Oriented Evaluations (LOE) of
- 42 Captains and First Officers obtaining a type rating.
- 43 Exception: Personnel employed or contracted by an aircraft manufacturer may
- 44 perform evaluations in connection with the introduction of a new aircraft type or
- 45 aircraft model during a period ending on the 180th day after the in-service date of
- 46 such new aircraft type or aircraft model.
- 47 b. perform all training and checking of pilots in an aircraft.

1 Exception: Personnel employed or contracted by an aircraft manufacturer may
 2 perform aircraft training and checking in connection with the introduction of a new
 3 aircraft type or aircraft model during a period ending on the 180th day after the in-
 4 service date of such new aircraft type or aircraft model.

- 5 c. while assigned to the Training Department for a bid period:
- 6 1) not be eligible to submit and be awarded a white slip.
 - 7 2) composite hourly pay rate, if flying, will be for the actual seat and aircraft flown
 - 8 3) be eligible to submit and be awarded a GS to fly as:
 - 9 a) Captain in a category that includes the aircraft type on which they instruct if
 10 the SLI can hold Captain on such aircraft type and the appropriate line
 11 qualification has been achieved (e.g., OE)
 - 12 b) First Officer in a category that includes the aircraft type on which they
 13 instruct. A Captain instructor who can hold Captain on the aircraft that they
 14 instruct on may not bid and fly as First Officer for the purpose of enjoying
 15 “super seniority”.
- 16 2. During each vacation year (April 1st –March 31st), each qualified SLI will return to line
 17 flying for a minimum of three full bid periods (prorated*) and must fly at least 120 credit
 18 hours (prorated*) on the aircraft type in which they are an SLI.

19 *Pro-ration Schedule:

Projected Bid Periods as QSLI in Vacation Year	Minimum Bid Periods Returned to Line Flying	Minimum Annual Credit Hours
0-2	0	0
3-6	1	40
7-10	2	80
11-12	3	120

20
 21
 22 Exception: SLI minimum annual credit hours do not apply until the earlier of:

- 23 a. an SLI becoming the instructor of record for all initial training modules that do not
 24 require a PCP designation, or
- 25 b. 90 days of the SLI’s first instructor qualification event.

26 Note one: Consolidating SLIs are not assigned to the training department for flying
 27 accounting purposes.

28 Note two: SLIs attending equipment qualification training prior to changing SLI
 29 category or prior to returning to line flying are not assigned to the training department
 30 for the duration of that training. Accounting for their yearly flying requirements ends
 31 the last full month they serve as SLIs before commencing training.

32 Note three: SLI’s will be paid in accordance with **Section 10 B. 13.** once training as
 33 an SLI starts.

- 34 3. An SLI will not train or evaluate unless they have satisfied the minimum annual credit
 35 hour requirement under **Section 10 B. 2.**

36 Exception: This provision will apply if the reason for an SLI’s non-compliance with the
 37 the minimum annual credit hour requirement arises out of their sickness.

- 38 4. An SLI will not train or evaluate unless they have satisfied the minimum bid period
 39 requirement under **Section 10 B. 2.**

40 Exception: This provision will not apply if the reason for an SLI’s non-compliance with
 41 the minimum bid period requirement arises out of:

- 1 a. their sickness, or
 2 b. the inability of the Training Department to meet training requirements.
 3 5. When returning to the line for a bid period under **Section 10 B. 2.**:
 4 a. Captain SLI whose seniority permits them to hold:
 5 1) Captain (on the aircraft type in which they are an SLI at any base) will fly as
 6 Captain at the base of their choice.
 7 2) First Officer, but not Captain (on the aircraft type in which they are an SLI) will
 8 fly as First Officer at the base of their choice.
 9 b. First Officer SLI whose seniority permits them to hold:
 10 1) Captain (on the aircraft type in which they are an SLI) will fly as Captain or First
 11 Officer at the base of their choice, as qualified.
 12 Note: A First Officer SLI, while designated as PIC (i.e., performing duties as
 13 Captain on an aircraft), will be paid the greater of the Captain rate for the aircraft
 14 flown, or the SLI's current rate when flying.
 15 2) First Officer, but not Captain (on the aircraft type in which they are an SLI) will
 16 fly as First Officer at the base of their choice.
 17 c. an SLI whose seniority does not permit them to hold First Officer (on the aircraft type
 18 in which they are an SLI at any base) will fly as the junior First Officer at the base of
 19 their choice.
 20 d. the provisions of the PWA will apply to an SLI.
 21 Exception: When rotating to the line for a bid period under **Section 10 B. 2.**, an SLI:
 22 1) will be paid at their hourly SLI rate.
 23 2) will be permitted to use their full service bank to be paid up to 90:06 hour flight
 24 pay in a bid period.
 25 3) may be proffered the opportunity to work an SLI duty period(s) on up to seven
 26 days in the Training Department.
 27 e. an SLI who works in the Training Department under **Section 10 B. 4. d. Exception 3)**
 28 and is a line holder will be paid the greater of:
 29 1) 5:18 for each SLI duty period, or
 30 2) The value of the rotation(s) removed.
 31 Note: An SLI paid the value of rotations removed under **Section 10 B. 4. e. 2)** will
 32 be credited with the schedule time of the rotation(s) removed for all purposes of
 33 the PWA except the minimum annual credit hour requirement under **Section 10**
 34 **B. 2.**
 35 f. an SLI who works in the Training Department under **Section 10 B. 4. D. Exception 3)**
 36 and is a reserve pilot and performs duty on a RES day will have their pay calculated
 37 as follows:
 38 1) Prior to initial line of time awards, for each XDUT performed on a RES day, the
 39 reserve guarantee will be reduced by a pro rata portion (1/30 or 1/31 of the
 40 reserve guarantee). The PWA pro-rata formula takes the reserve guarantee and
 41 divides it by the number of days in the bid period. The SLI will receive 5:18 per
 42 XDUT in addition to the reduced pro-rata share reserve guarantee.
 43 2) After the initial line-of-time awards, for each XDUT performed on a RES day, the
 44 reserve guarantee will be reduced by a pro-rata share (1/18 of the reserve
 45 guarantee). The reserve guarantee is divided by the associated number of on-call
 46 days in a full bid period on a reserve line for each on-call day removed due to
 47 XDUT posting. The SLI will receive 5:18 per XDUT in addition to the reduced
 48 pro-rata share of reserve guarantee.

- 1 g. An SLI may be placed on a rotation that was awarded or assigned to another pilot for
2 the purpose of satisfying the minimum annual credit hour requirement under **Section**
3 **10 B. 2.**
- 4 6. When the Company utilizes an SLI to fly a rotation, or portion thereof, that was awarded
5 or assigned to another pilot:
- 6 a. The Company will pay and credit the pilot(s) who would otherwise have performed
7 such flying.
8 Exception: The Company will not pay and credit the pilot(s) who would otherwise
9 have performed such flying, if it was a rotation described under **Section 23 I. 15.**
- 10 b. While the SLI is assigned to the Training Department, such utilization may be to buy
11 a Captain rotation for a First Officer SLI or to buy a First Officer rotation for a
12 Captain SLI.
13 Note: The provisions of **Section 10 B. 5.** do not apply to an SLI who is awarded a GS
14 under **Section 10 B 1. c. 3)**
- 15 c. The pilot who has the trip bought from them will have no recovery obligation to the
16 Company.
17 d. The SLI will receive 5:18 for each day of the rotation.
18 e. Each day of the rotation will count as a duty period towards the SLI's 17 duty
19 periods/90:06 hour monthly guarantee under **Section 10 B. 13. d. 1).**
- 20 7. An SLI must give the Company at least three bid periods advance written notice before
21 the first day of the bid period in which they desire to return to the line on a permanent
22 basis (i.e., other than to comply with **Section 10 B. 2.**). The Company may return an SLI
23 to the line on a permanent basis with at least two bid periods prior notice. In either case,
24 the SLI will be afforded the following options to return to the line
- 25 a. An SLI may enter a category in which a junior pilot has either been converted or
26 received an advance entitlement while the SLI was assigned to the Training
27 Department and incur a category freeze under **Section 22 G.** If the SLI returns to a
28 category in which a junior pilot
- 29 1) was converted, the SLI will immediately be converted into that category
30 2) holds an advance entitlement, the SLI will:
- 31 a) return to the category they held immediately prior to entering the Training
32 Department, and
33 b) be converted in seniority order among other pilots being converted under the
34 bid award
- 35 b. An SLI who is senior to at least one pilot in the category they held immediately prior
36 to entering the Training Department may return to such category without incurring a
37 category freeze.
- 38 c. An SLI who is unable to exercise the options in **Section 10 C. 7. a. or b.** may enter a
39 category in which there is a junior pilot without incurring a category freeze.
- 40 8. An SLI will not train Captains or First Officers unless they have a minimum of 1,000
41 hours of FAR 121 PIC or SIC experience, of which 750 hours is PIC or SIC experience at
42 the Company.
- 43 9. A pilot will not serve as a PCP for Captains or First Officers unless they have minimum
44 of 1,000 total hours of FAR 121 PIC and/or SIC experience, of which 750 hours are PIC
45 and/or SIC experience at the Company.
- 46 10. A minimum of 30% of SLIs who train Captains or First Officers will have at least 500
47 hours of PIC experience at the Company.

- 1 11. A minimum of 50% of all training events will be conducted by SLIs.
 2 Note: Each calendar year, the number of Captain SLIs, First Officer SLIs, NSLIs, and
 3 pilot training events will be reported to the Association.
 4 12. At a minimum, 40% of all SLIs will be Captains with all other SLIs being First Officers.
 5 Note: Each calendar year, the number of Captain SLIs and First Officer SLIs will be
 6 reported to the Association.
 7 13. While assigned to the Training Department for a bid period:
 8 a. a Captain SLI will be paid at the applicable composite hourly rate in the highest
 9 paying position they can hold
 10 b. First Officer SLI will be paid at the applicable composite hourly rate in the highest
 11 paying First Officer position they can hold.
 12 Note: A First Officer SLI, while designated as PIC (i.e., performing duties as Captain
 13 on an aircraft), will be paid the greater of the Captain rate for the aircraft flown, or the
 14 SLI's current rate when flying.
 15 c. Captain or First Officer SLIs that instructs an event for any pilot who is in training for
 16 an aircraft that has the highest pay rate for aircraft in the fleet will receive a 10%
 17 override on their applicable composite hourly rate for their longevity
 18 Note one: The SLI must have the seniority to hold the position of their role to receive
 19 the 10% override.
 20 Note two: The override does not apply when an SLI is flying.
 21 d. An SLI will:
 22 1) receive a 90:06 hour pay guarantee, which equates to 17 duty periods but is
 23 reduced in accordance with **Section 10 B. 23.** and the following table:

Number of Vacation, Military Leave days,	Reduce available work days
1	1
2	1
3	2
4	2
5	3
6	3
7	4
8	5
9	5
10	6
11	6
12	7
13	7
14	8

- 24 2) not be required to perform or be scheduled for more than 22 SLI duty periods in a
 25 bid period.
 26 3) not be scheduled for more than seven consecutive work days without the consent
 27 of the SLI.
 28 4) be afforded the opportunity to designate their preference for four Golden Days,
 29 six Soft Days and five Period Combinations in each bid period.

Note one: SLIs will be awarded four Golden Days, unless prorated, based on the seniority of SLIs with applicable qualifications (e.g., APD, PCP) and then based on seniority of SLIs without applicable qualifications

Note two: SLIs will be awarded six Soft Days, unless prorated, based on the seniority of SLIs with applicable qualifications (e.g., APD, PCP) and then based on seniority of SLIs without applicable qualifications

Note three: An SLI’s Golden Days, Soft Days, and Period Combinations will be prorated in accordance with the following table:

Vacation, Military Leave Days	Golden Days (*X*)	Soft Days Days (X)	Period Combinations
0-6	4	6	5
7-13	3	5	4
14-20	2	3	3
21-28	1	2	2
29-31	0	0	1

- 5) cannot be scheduled to work, but may volunteer to work on Golden Day(s).
- 6) cannot be scheduled to work, but may volunteer to work or may be proffered to work on Soft Day(s).
- 7) receive 5:18 pay in addition to their guarantee for each SLI duty period in excess of 17 in a bid period.
- 8) receive 5:18 pay for each SLI duty period that is missed due to sickness.
- 9) receive 5:18 pay for each SLI duty period in excess of 17 SLI duty periods removed from their schedule after the schedules are finalized and made available, limited to a total of 22 SLI duty periods per bid period, subject to recovery obligations under **Section 10 B. 14.**
- 10) be paid \$1,000.00 override per bid period while designated as an APD.
- 11) be paid \$500.00 override per bid period while designated as a PCP.
- 12) receive 5:18 pay on top of all other pay due for any SLI duty period worked that touches a Holiday as defined under **Section 3 K.**
 Note: SLI shall only receive an additional 5:18 per holiday regardless of the number of duty periods worked.
- 13) receive pay consistent with **PWA Section 11 F. 7 e. Note** and **11 F 13. a. 2. Note.**
- 14. An SLI is subject to the following scheduling provisions while assigned to the Training Department for a bid period:
 - a. If an SLI duty period is removed or cancelled within two hours of scheduled report/brief/off-site deadhead departure time, full event credit(s) is/are awarded with no recovery obligation.
 - b. If an SLI duty period is removed or cancelled more than two hours prior to scheduled report/brief time, the SLI may be proffered a recovery duty period(s) as follows:
 - 1) If the SLI is notified of recovery more than 48 hours prior to the report of the recovery SLI duty period, the SLI will have the option of accepting the recovery and retaining pay 5:18 towards their guarantee or declining the recovery and forfeiting the 5:18 towards their guarantee.

1 2) If an SLI is notified of a recovery duty period 48 hours or less prior to its report
 2 and does not accept the recovery SLI duty period, the SLI will still be obligated
 3 for recovery until the earlier of:

- 4 a) SLI is proffered a recovery SLI duty period under *Section 10 B. 13. b. 2) a)*,
 5 b) SLI accepts a recovery SLI duty period under *Section 10 B. 13. b. 2) b)*, or
 6 c) the bid period ends.

7 Note: If an SLI is assigned a recovery event that subsequently cancels, the SLI
 8 will not be subject to another recovery event.

9 c. The Company will not assign or proffer a recovery SLI duty period missed due to an
 10 SLI's sickness or over an SLI's Golden Days. Recovery duty periods can only be
 11 proffered to an SLI on their Soft Days.

12 d. The following scheduling process will be used by Training Planning to cover SLI
 13 events that become known after the final schedule has been posted (referred to as an
 14 "open event" or "event in open time"):

15 1) Greater than 48 hours prior to event:

16 a. The training planner will assign the pop up event to the SLI on an open day
 17 that does not conflict with off period combos, Soft Days or Golden Days. A
 18 training planner can only proffer a pop up event on an SLI's Soft Day. The
 19 SLI will be given a minimum of 48 hours' notice of the assignment.

20 b. The training planner will schedule (proffer or assign, as appropriate) the event
 21 in the following order:

22 i) In-department SLI who has less than 17 duty periods.

23 ii) NSLI.

24 iii) In-department SLI who has equal to or greater than 17 duty periods. (This
 25 will generate an XDUT).

26 iv) Rotated SLI unless specific qualification (e.g., APD) is required. This
 27 need would permit an "out of order" assignment.

28 2) Less than 48 hours prior to the event, the event will be added to an SLI's schedule
 29 as an XDUT without removal of a subsequent event on the SLI's schedule.

30 Note: Training planners will not assign SLI duty periods over an SLI's Golden
 31 Days, but can proffer duty periods on an SLI's Soft Days.

32 15. SLI Line Flying

33 a. While flying the line, all PWA scheduling rules applicable to line pilots will apply to
 34 SLIs in accordance with their seniority.

35 b. Flying time that was scheduled on an SLI's line of time but not flown due to a return
 36 to the Training Department during a fly month will not count toward the annual
 37 hourly requirements under *Section 10 B. 2*.

38 16. SLI Vacation

39 a. Each fleet will determine what weeks are available for instructor vacation. Fleets will
 40 use the same vacation week selection table that line pilots utilize so that SLI
 41 vacation weeks will align with line pilot vacation weeks in case an in-department SLI
 42 is rotated back to the line in a given month.

43 b. SLI vacations can be taken during "in department" or "fly" months. Training loads
 44 may necessitate rotating SLI's to fly the line during a previously scheduled in
 45 department month with scheduled vacation. Vacations are normally bid and awarded
 46 during January and February. Closing dates will be determined by the Fleet Managers
 47 or their designees.

- 1 c. Vacations are normally awarded in seniority order by instructor category (Captain or
2 First Officer) and qualification (instructor, PCP, or APD).
- 3 d. Changing a vacation from the dates initially awarded falls into one of two categories:
4 1) Vacation move-up:
5 a) A vacation move-up is defined as moving an awarded vacation period to
6 another vacation period.
7 Example: an SLI was initially awarded week #36 as SVAC. The SLI would like
8 week #24 as SVAC instead.
9 b) Vacation move-ups within a known fly month should be submitted to the Fleet
10 Manager in sufficient time to allow the Fleet Manager to submit the move-up
11 request to crew resources no later than 0800 Eastern on the 1st calendar day of the
12 month prior.
13 Example: for a move-up of a vacation in the month of May, the request
14 should be submitted no later than 0800 Eastern on April 1st.
15 Note: Instructors transferring into the Training Department are
16 normally allowed to keep existing vacations. The incoming instructor may
17 then utilize the vacation move-up process with the department after
18 assignment of required flying months.
- 19 2) Vacation slide:
20 a) A vacation slide is defined as shifting an SLI's originally awarded vacation
21 period within the bid. The vacation dates can either touch dates that were
22 previously part of the SLI's vacation or be non-touching dates.
23 b) A vacation slide during in-department months should be submitted to the Fleet
24 Manager in sufficient time to allow the Fleet Manager to submit the move-up to
25 the planner no later than 0800 Eastern on the 1st of the month prior. There may be
26 additional flexibility after that cut-off date depending on how much of the pre-
27 month schedule has been built; an instructor should check with their Fleet Captain
28 or Fleet Manager to see if slides after the cut-off are feasible.
- 29 e. An SLI's required bid period workdays are proportionally reduced for each week of
30 vacation used during "in department" bid periods. Each SLI is awarded vacation
31 under **Section 7**. Each vacation day is paid and credited at rates under **Section 7**.
- 32 f. When assigned to the line for a bid period the same vacation provisions line pilots
33 have under **Section 7** apply to SLIs.
- 34 g. Instructors leaving the Training Department and transferring back to line flying keep
35 the vacation they were assigned while in-department.
- 36 h. SLI Scheduling Options - In Lieu of Vacation Bank Functions
37 SLIs, under special circumstances, are encouraged to work with their Fleet Managers
38 to discuss options for accommodating additional off days, above and beyond the pro-
39 rated allocation of golden and X-days for in-department months. The following
40 restrictions apply to all, special circumstance additional off day requests:
41 1) If granted, no additional pay is associated with additional off days; however, it will
42 not generate a negative bank transaction for the SLI.
43 2) Any additionally awarded off days will not be used to calculate the pro-rated
44 minimum number of duty periods scheduled within the bid period.
45 3) The requested off days are contingent upon adequate department staffing.

- 1 17. Bid Period Schedule Requests/Preferences and Travel
- 2 a. Instructor schedule requests and preferences can be submitted. These include:
- 3 1) Ranking most desired to least desired simulator periods.
- 4 2) Preferences for four Golden Days and six Soft Days
- 5 Note one: SLIs will be awarded 4 Golden Days, unless prorated, based on the
- 6 seniority of SLIs with applicable qualifications (e.g., APD, PCP) and then based
- 7 on seniority of SLIs without applicable qualifications
- 8 Note two: SLIs will be awarded 6 Soft Days, unless prorated, based on the
- 9 seniority of SLIs with applicable qualifications (e.g., APD, PCP) and then based
- 10 on seniority of SLIs without applicable qualifications
- 11 3) Ability to select five days in a month with “period off” combinations. The 10
- 12 periods off combinations to choose from are: AB, BC, CD, DE, CDE, A, B, C, D,
- 13 and E.
- 14 4) Work block day choices are one - two days, three - four days, and five - six days,
- 15 ranked from most desired to least desired.
- 16 5) Training location and “in” or “out of station” training. Each fleet will notify their
- 17 instructors when out of station training is being conducted.
- 18 18. Travel to/from AQP mandated instructor meetings
- 19 a. SLIs will be provided with positive space on-line transportation to and from their
- 20 permanent residence and any AQP mandated instructor meeting.
- 21 b. SLIs may use positive space travel the day before, the day of, and/or the day after the
- 22 AQP mandated instructor meeting.
- 23 c. Hotel will be provided unless the meeting is in ATL and the SLI’s permanent
- 24 residence is less than 50 straight line statute miles from the ATL training center.
- 25 d. Per diem will not be paid regardless of base.
- 26 19. Scheduling timeline and pre-month planning process
- 27 a. 1st of the month prior to the bid period being scheduled:
- 28 1) preferences close at 0800 Eastern Time
- 29 2) Office days must be posted by 0800 Eastern Time
- 30 b. 17th of the month prior to the bid period being scheduled, the schedules will be
- 31 published
- 32 1) Schedules will be published on the 17th
- 33 2) If the 17th falls on a weekend or holiday the schedule may be published on the
- 34 subsequent day
- 35 c. Every attempt will be made to honor SLI’s schedule preference requests. In creating
- 36 the final schedule, the planner takes a number of factors into considerations such as
- 37 using the least expensive instructor asset, balancing the number of events within an
- 38 instructor category and instructor continuity.
- 39 1) SLIs may initiate swaps after the final schedule is published under the following
- 40 guidelines:
- 41 a) SLI swaps will not generate an XDUT
- 42 b) Swaps will be within the same category
- 43 c) The swap cannot result in any SLI working back to back simulator/FTD
- 44 Exception: the second event can be seat fill duty.
- 45 d) SLIs who swap must make every effort to not affect SLI/student continuity
- 46 e) SLIs will work out details of the swap and the SLI requesting the swap will
- 47 inform the flight training planner.

- 1 2) SLI initiated changes to brief times or simulator show times will be coordinated
2 with the flight training planner and annotated on the schedule.
- 3 3) Every effort will be made to cease training on Thanksgiving Day, Christmas Eve,
4 and Christmas Day
- 5 20. Duty Periods that include travel will be scheduled and paid as follows:
- 6 a. A duty period up to 13 scheduled hours and 15 actual hours during which an SLI
7 deadheads to and/or from a training location and performs SLI duties.
- 8 b. If the duty day including travel is less than 13/15 hours the day is one pay event
- 9 c. If the duty day exceeds 13/15 hours the day is is a two-pay event
- 10 21. In the event an SLI is scheduled for two duty periods in the same day, the following rules
11 apply:
- 12 a. SLI can perform back-to-back duty periods under the following circumstances:
- 13 1) SLI of record followed by a seat fill event in the following period.
- 14 2) Seat filling and then teaching is to be avoided normally, except in special
15 circumstances as determined by the training planner or under direction from the
16 Fleet Captain or Fleet Manager.
- 17 3) SLI can perform back-to-back seat fills. SLI of record plus any combination of the
18 following: RCY, RECY, TOUR, OBS, SOBS.
- 19 b. An SLI cannot be scheduled for two full duty periods without their consent.
- 20 22. SLI Hotels
- 21 a. Will be provided, if requested, for the night prior to the first day and the night of the
22 last day of any duty periods for SLIs performing training.
- 23 b. SLIs that have training events adjacent to a mandatory meeting, can request and
24 receive a hotel, for the night prior to the first day and the night of the last day of their
25 scheduled training or meetings (provided SLI residence is 50 miles or more from the
26 ATL training center).
- 27 c. SLIs who are assigned training events outside of Atlanta will have a hotel reservation
28 made for them automatically.
- 29 23. Military Leave
- 30 a. In a bid period where an SLI is assigned to the line
- 31 1) SLIs who are activated for extended military duty or request MLOA days
32 during flying months will be credited with flying hours in the same manner as a
33 line pilot per **Section 13 D**.
- 34 2) Trips dropped due to MLOA will not count towards an SLI's yearly flying
35 requirement. It is the joint responsibility of the SLI and the fleet captain to ensure
36 the yearly requirement is met. The fleet captain may, at their discretion, buy trips
37 for the SLI during a non-flying month to help achieve the yearly requirement.
- 38 3) Military Leave provisions in **Section 13 D**. apply
- 39 b. In a bid period where an SLI is in department
- 40 1) Military Leave provisions in **Section 13 D**. apply
- 41 2) When an SLI requests and is granted a partial month unpaid leave of absence, the
42 minimum monthly pay guarantee will be pro-rated.
- 43 3) The minimum guarantee is proportional to the number of SLI duty days available
44 for Delta work. SLI pay will be calculated from the greater of:
- 45 a) the minimum guarantee (after pro-ration) or
- 46 b) the actual SLI duty periods performed.
- 47 4) SLIs pay of 5:18 per duty period cannot be reduced due to pro-rations

- 1 a) MLOA code is the default and is used when an SLI desires an unpaid leave of
 2 absence and wants the rest of their monthly obligation to Training Department
 3 to be pro-rated. MLOA will be pro-rated the same as vacation and the SLI's 17
 4 duty periods/90:06 hour contractual guarantee will be reduced by a value of
 5 3:15 for each MLOA day.
- 6 b) MLOX code is used when an SLI notifies their Fleet Manager and their training
 7 planners that they desire to utilize some of their Golden and Soft days during
 8 their military leave. If the SLI has allowed the Delta schedulers enough
 9 availability and flexibility to still schedule 17 duty periods, the SLI can avoid
 10 having their 90:06 hour guarantee pro-rated.
- 11 c) The SLI may contact their Fleet Manager and try to coordinate SLI activity on
 12 the available days left in a given bid period after the SLI has determined which
 13 days must be utilized for MLOA/MLOX. If the Company is able to build the
 14 SLI a schedule with 17 duty periods in the remaining availability, pro-ration
 15 can be avoided.
- 16 24. Any SLI who is sick should notify the following individuals as soon as practical to ensure
 17 event coverage in a timely manner:
- 18 a. Daily or weekend planner
 19 b. Fleet Manager
 20 c. Fleet Captain
- 21 Note: Notification to the Company under **Section 14 F. 1. a.** and **c.** will be by
 22 automated system either online or by telephone. Information provided by the pilot
 23 will be limited to whether the pilot is sick or well.
- 24 25. QROT's Procedures
- 25 An SLI can request a QROT pick-up after the rotation has been in open time greater than
 26 48 hours. Prior to SLI making the request, the SLI will verify the following:
- 27 a. Ensure rotation and SLI is legal
 28 b. Verify with the Daily Planner the SLI is not needed in-department over the days of
 29 the QROT
- 30 Note: If there are open events that the SLI is qualified for, the SLI shall be proffered
 31 the open event(s) at the time of the QROT request.
- 32 26. Positive Space Travel Policy for SLIs
- 33 a. SLIs may book positive space on-line transportation for the purpose of commuting
 34 to/from their home and any SLI duty period before and after each duty period.
- 35 b. SLIs will be able to book their seats once they have been awarded their schedule
- 36 c. A commuting SLI who books under **Section 10 B. 26.**, is not required to have a
 37 backup flight as the positive space travel booking is deemed to satisfy any such
 38 commuter policy requirements.
- 39 d. If overbooking is required at the time of the SLI's attempted booking, the SLI may
 40 coordinate with Pilot Assist to book positive space travel on the pilot's desired flight
 41 if sales are authorized at the time of booking.
- 42 e. If sales are not authorized at the time of booking, Pilot Assist will book positive space
 43 travel between the pilot's home and the training location, upon the SLI's request.
- 44 27. Junior Captain Seniority List Instructor (JCSLI) Program
- 45 a. Will be administered by the Fleet Captain or their representative
- 46 b. The following requirements apply for designation as a JCSLI
- 47 1) the pilot must have Captain PIC time at Delta Air Lines

- 1) prior to being designated as a JCSLI, the SLI must be current and qualified (e.g., OE complete) in the right seat to include consolidation in aircraft type.
- 2) the JCSLI candidate will be paid the highest FO rate their seniority can hold. Once the JCSLI candidate has met this criteria, Captain pay will be triggered during the first bid period in which the JCSLI is in department and ready to begin the SLI check out process. The upgrade training and left seat OE are based on the needs of the Training Department and do not impact the Captain pay trigger.
- 3) the Captain SLI must complete the required left seat OE and a line check to be qualified to fly as a Captain.
- 4) the Captain SLI must be approved by the Fleet Captain for participation in the JCSLI Program. This approval will be based on line flying, Training Department, and/or Flight Standards experience. Additionally, the Fleet Captain may determine the JCSLI to be specific theater qualified.
- 5) Once designated as a JCSLI, participation in the program is mandatory.
- c. A JCSLI flying a line rotation in the Captain position will adhere to the following:
- 1) JCSLI must maintain left seat currency.
 - 2) The rotation must fall entirely in a bid period that the SLI is scheduled to work in the Training Department.
 - 3) Rotations to satisfy six month or bi-annual line check requirements may be flown during a bid period when working in the Training Department or flying the line.
 - 4) The number of trip days allowed will be determined by the Fleet Captain up to a maximum of six calendar days every six months: April 1 – Sep 30, Oct 1 – Mar 31
 - 5) Each paid day of a rotation flown as a JCSLI shall be counted toward the SLI's 17 duty period/90.1 hour pay guarantee
 - 6) The JCSLI will submit requested fly days to the Fleet Manager and/or the Training Planner as directed by the Fleet Captain.
 - 7) The JCSLI will buy a trip from a line Captain in accordance with **Section 10 B. 5.**
 - 8) The JCSLI may be allowed the opportunity to fly more than the allotted six days, if desired. These fly days will be unpaid; the trip and associated rest period must fall on scheduled OFF days.
- Note: The JCSLI will be paid a maximum of six days, at 5:18 per day, per **Section 10 27. c. 3) and 4)** in a six month window, unless the rotation is to accomplish a required OE check or Line Check
- d. Line checks for the purposes of maintaining existing JCSLI qualifications will only be conducted on flights when the JCSLI is the designated Captain and is scheduled in accordance with **Section 10 B. 27. c.**
- 1) The JCSLI will be scheduled and paid for all required line checks. These rotations will be in addition to the days provided in **Section 10 B. 27. c. 4)**
 - 2) A JCSLI may swap seats with a LCA during a designated FLY month for the purposes of additional left seat currency. These legs will not be used to fulfill **Section 10 B. 27. d. 1).**
 - 3) If a JCSLI fails to maintain a current line check (24 months elapsed without a line check), the JCSLI will be required to complete a Supplemental Operating Experience (SOE), culminating in a line check, prior to being reinstated into the program.
 - 4) Pay for line checks flown in conjunction with the JCSLI Program will be paid in the same manner as other pilots are paid.

1 28. For each scheduled day of legal duty (e.g., Jury Duty) while in-department, an SLI will
 2 be paid 5:18 at their pay rate under **Section 10 B. 13.** and SLIs who return to the line
 3 under **Section 10 B. 2.** will be handled in accordance with **Section 13 E.**

4 29. Theater Qualifications for SLIs

- 5 a. The Fleet Captain may determine a Captain SLI to be qualified in a specific theater.
 6 This TQ determination will be made on a case-by-case basis with consideration of the
 7 SLI's line flying, Flight Standards and/or Training Department experience.
 8 b. When a TQ is so determined, the Fleet Manager will coordinate with Aircrew
 9 Records to the qualification(s) placed on the SLI's DBMS record.

10
 11 C. Non-Seniority List Instructors

12 1. An NSLI

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

35
 36 D. Line Check Pilots and Line Validation Pilots

- 37 1. An LCP will not conduct a PIC line check and/or proficiency check unless they have a
 38 minimum of:
 39 a. 1,000 hours of flight experience as PIC for the Company, or
 40 b. 1,000 hours of flight experience as PIC and/or SIC on the aircraft type.
 41 Exception: LCP minimum requirements may be waived or modified in specific instances
 42 by mutual agreement between the Company and the MEC Chairman.
 43 Note: When an LCP qualifying on another aircraft has commenced training on a new
 44 aircraft, they will not conduct OE training on their previous equipment.
 45 2. An FSP:
 46 a. will be paid the rate applicable to the LCP or LVP's position and longevity, per
 47 **Section 3 B.**, plus 30% of the rate of the highest paying aircraft type in the

- 1 Company's fleet for the greater of the actual or scheduled block time of a flight
 2 segment(s) when the FSP performs LCP or LVP duties on such rotation:
 3 1) on which the FSP was scheduled to be an operating crewmember, or
 4 2) which occurred during a reserve on-call day
 5 b. who is removed from a rotation(s) on which the FSP was scheduled to be an
 6 operating crewmember to perform LCP or LVP duties will be paid the greater of the
 7 dollar value of the:
 8 1) schedule credit of the rotation(s) removed, or
 9 2) actual credit of the rotation(s) flown, on which the FSP performs LCP or LVP
 10 duties computed at the rate determined under **Section 10 D. 2. a.**

11 Note: An LCP removed from their line to perform line checks will be paid under
 12 **Section 10 D. 2. b. 1) or 2)**

- 13 c. will be paid 5:00 per day (pay and credit) for the following known absences: all
 14 meetings, FSP classroom training, FSP simulator or procedures training, office days
 15 and travel days to Standards Meetings and FSP training events.
 16 d. will be paid the same as a pilot for a day of CQ for simulator FCF training.
 17 e. may perform LCP or LVP duties in a position other than the position they hold. At
 18 the Company's discretion, a pilot who has volunteered and was an LCP or LVP in
 19 their previous position, may serve as an LCP or LVP in their previous position. Such
 20 LCP or LVP will not be considered when determining the Company's compliance
 21 with **Section 22 C.** for the previous position in which they are performing LCP or
 22 LVP duties.

23 Note one: When an LCP qualifying on another aircraft has commenced training on a
 24 new aircraft, they will not conduct OE training on their previous equipment.

25 In such a circumstance, the LCP or LVP will be paid under **Section 10 C. 12. b. 1),**
 26 **2), or 3)** (whichever is applicable) based on the greater of the rate applicable to the
 27 position they hold, or the rate applicable to the position in which they perform LCP or
 28 LVP duties, and as determined under **Section 10 C. 12. b. Note.**

29 Note two: PBS line construction value for office days/meetings can be found on the
 30 PBS calendar once the days are posted to the FSP's schedule.

- 31 f. LLCPS will be paid an override of \$1,000 per month. This override will be paid
 32 regardless of line check activity as long as the LLCPS meets all currency requirements.

33 3. Military Leave or Sick Leave

34 If absent from work due to military leave, sick leave for greater than 30 consecutive days
 35 or a full bid period the FSP must notify the Manager, Flight Training and Standards as
 36 soon as practical. In addition, the FSP must notify Flight Standards when they return to
 37 work. Upon notification of return to work, current automation will return a pilot to their
 38 assigned aircraft category, however not their FSP status. FSPs must be manually
 39 converted to their appropriate FSP status in order to receive their override pay and or
 40 ability to certify Flight Standards events.

41 Note one: Military Leave provisions, under **Section 13 D.**, applies to all pilots

42 Note two: Sick Leave provisions, under **Section 14 F.** applies to all pilots

43 4. Company Business Travel

- 44 a. FSPs are authorized Company Business travel to perform duties that start or end at
 45 stations other than their assigned base, to attend base meetings, office days, or FSP
 46 training (not to include line events).
 47 b. Company Business travel is not authorized for commuting to/from an FSP's base for
 48 a scheduled rotation even if the FSP is scheduled for a Flight Standards function.

Note: By mutual agreement between OE planner and FSP, an FSP may begin or end a rotation at any station provided it reduces or eliminates deadhead time.

5. Jumpseat
 - a. FSPs can book a jumpseat nine days in advance for commuting to an FSP function.
 - b. The Flight Standards function must be on the FSP's schedule prior to booking the jumpseat.
 - c. When returning from an FSP functions, or traveling for personal reasons, the same jumpseat booking windows that regular line pilots have apply.
6. FSPs must ensure that there are adequate crew rest seats for the FSP and any retained First Officers. If the FSP retains all crew members, the crew members on the scheduled rotation will have priority for the designated crew rest/bunks. This does not eliminate the need for an additional crew rest seat.
7. All FSPs will bid according to the normal PBS process.
8. FSP Schedule Requests
 - a. Step 1: Pick up Flight Standards work on days off for pay and credit
 - 1) An FSP shall be provided the option to volunteer to work on days off for pay and credit and may add conditions to the volunteer request
 - 2) An FSP who on a voluntary basis by mutual agreement between the pilot and the Company, performs LCP or LVP duties on their day(s)-off (as indicated on LCP's or LVP's line) will have their FSP override applied to the credit value of the entire rotation(s) on which they perform any LCP or LVP duties on any segment of that rotation. The override will be computed at the rate determined under **Section 10 D. 2. a.**
 - 3) Flight Standards work added to an FSP's line is for pay and credit up to their monthly maximum
 - 4) The OE/LC Planner will not be responsible for rescheduling an event if an FSP fails to submit an updated volunteer request and is subsequently assigned a rotation that conflicts with their new availability.
 - 5) Any Flight Standards work put on an FSP's line will be pay protected if subsequently cancelled by the OE/LC Planner.

Note one: To receive pay for the canceled function, the FSP, who has already reported for the rotation, must be available to perform another Flight Standards function during the same duty period.

Note two: When the FSP is notified of the Flight Standards function cancellation more than 24 hours prior to scheduled report of the rotation created to cover the Flight Standards event(s), the FSP must be available to perform another Flight Standards function during the scheduled footprint of the original rotation. If the new rotation requires duty outside of the footprint of the original rotation, the OE/LC Planner will check the FSP's volunteer request for availability and will reach mutual agreement with the LCP/LVP prior to assigning the new rotation.
 - 6) The drop of a Flight Standards function initiated by the FSP will not be pay protected for any reason other than sick leave or fatigue.
 - 7) All FAR and contractual limitations will apply to all rotations.
 - 8) Seniority will govern same day requests presented to the OE/LC Planner.
 - 9) By mutual agreement, an FSP may begin or end a rotation at any station provided it reduces or eliminates deadhead time.
 - 10) Notification of an FSP rotation assignment may not be expected more than seven days in advance. Every effort will be made to provide maximum notification.

- 1 b. Step 2: Replace existing rotation for another rotation(s) with Flight Standards work
2 1) The FSP shall be provided the option to drop specific rotations and allow the
3 OE/LC Planner to replace the dropped rotation for a rotation with an equal or
4 greater number of days to accomplish Flight Standards work
5 2) A replacement rotation that begins or ends outside of the footprint of the
6 dropped rotation shall be assigned only if the FSP has a comment permitting this
7 or, a Step 1 request permitting the assignment or the OE/LC Planner has reached
8 mutual agreement with the FSP.
9 3) The FSP override, under **Section 10 D 2. a.**, shall apply to the credit value of the
10 entire rotation(s) added under this step.
11 4) Flight Standards work added to an FSP's line is for pay and credit up to their
12 monthly maximum
13 5) The OE/LC Planner will not be responsible for rescheduling an event if an FSP
14 fails to submit an updated volunteer request and is subsequently assigned a
15 rotation that conflicts with their new availability.
16 6) Any Flight Standards work put on an FSP's line will be pay protected if
17 subsequently cancelled by the OE/LC Planner.
18 Note one: To receive pay for the canceled function, the FSP, who has already
19 reported for the rotation, must be available to perform another Flight Standards
20 function during the same duty period.
21 Note two: When the FSP is notified of the Flight Standards function cancellation
22 more than 24 hours prior to scheduled report of the rotation created to cover the
23 Flight Standards event(s), the FSP must be available to perform another Flight
24 Standards function during the scheduled footprint of the original rotation. If the
25 new rotation requires duty outside of the footprint of the original rotation, the
26 OE/LC Planner will check the FSP's volunteer request for availability and will
27 reach mutual agreement with the LCP/LVP prior to assigning the new rotation.
28 7) The drop of a Flight Standards function initiated by the FSP will not be pay
29 protected for any reason other than sick leave or fatigue.
30 8) All FAR and contractual limitations will apply to all rotations.
31 9) Seniority will govern same day requests presented to the OE/LC Planner.
32 10) By mutual agreement, an FSP may begin or end a rotation at any station provided
33 it reduces or eliminates deadhead time.
34 11) Notification of an FSP rotation assignment may not be expected more than seven
35 days in advance. Every effort will be made to provide maximum notification.
36 c. Step 3: Pick up Flight Standards work on days off for pay and no credit
37 1) An FSP shall be provided the option to volunteer to work on days off for pay and
38 no credit and may add conditions to the volunteer request
39 2) For reserve FSP agreement on pay no credit vs. payback days must be mutually
40 agreed upon between the OE Planner and the FSP at the time of offering and
41 before starting the awarded rotation.
42 3) The FSP override, under **Section 10 D. 2. a.**, shall apply to the to the credit value
43 of the entire rotation(s) added under this step.
44 4) Flight Standards work added to an FSP's line is for pay and no credit to the FSP's
45 monthly contractual limit.
46 5) The OE/LC Planner will not be responsible for rescheduling an event if an FSP
47 fails to submit an updated volunteer request and is subsequently assigned a
48 rotation that conflicts with their new availability.

- 1 6) Flight Standards work under this step is only pay protected when the FSP is not
- 2 notified of a change or cancellation before the FSP signs in at the airport for the
- 3 event
- 4 7) The OE/LC Planner and/or FSP may elect to receive/offer a reserve FSP payback
- 5 days in lieu of pay no credit. Payback days vs. pay no credit is not mandatory and
- 6 must be mutually agreed upon between the OE Planner and the reserve FSP at the
- 7 time of offering.
- 8 8) The drop of a Flight Standards function initiated by the FSP will not be pay
- 9 protected for any reason other than sick leave or fatigue.
- 10 9. The Offline Program is used to shut down a category or base. LCP/LVPs participating
- 11 will be pay protected for the higher of their current category or the category they are
- 12 participating in.
- 13 10. An LCP/LVP may volunteer to perform FCFs via the FCF volunteer form.
- 14 11. All FSPs are required to attend Standards Meetings as set forth by AQP .
- 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 3. “Aircrew program designee” (APD) means a pilot who is designated by the FAA to
14 administer type rating evaluations.
- 15 4. “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 6. “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 7. “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 8. “CQ golden days” means a block of five consecutive days during which a pilot will not
32 be scheduled for CQ.
- 33 9. “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 10. “Entry level pilot” means a pilot who has not completed their initial OE at the Company.
- 41 11. “Evaluation” means a check of a pilot’s performance and/or proficiency pursuant to an
42 FAR or as part of the Company’s training including its Advanced Qualification Program
43 (AQP).
- 44 12. “FAA” means the Federal Aviation Administration.
- 45 13. “FARs” means the Federal Aviation Regulations.

Section 11 - Training

- 1 14. "Functional check flight" (FCF) means flying that involves the planned use of abnormal
2 or "special" checklists and/or determinations of the airworthiness of major system items
3 or troubleshooting.
- 4 15. "Line check pilot" (LCP) means a pilot who is:
 - 5 a. selected by the Company and designated by the FAA, and
 - 6 b. authorized to administer evaluations during line operations.
- 7 16. "Line validation pilot" (LVP) means a pilot who is:
 - 8 a. selected by the Company, and
 - 9 b. authorized to administer training and qualifications events during line operations,
10 including, but not limited to:
 - 11 1) Mid-probationary validations,
 - 12 2) Theater Qualifications (TQ), and
 - 13 3) Special Airport Qualifications (SAQ).
 - 14 c. not authorized to administer Captain evaluations during line operations
- 15 17. "Non-seniority list instructor" (NSLI) means an instructor who is:
 - 16 a. not on the seniority list, or
 - 17 b. currently receiving long term disability benefits under the D&S Plan (including the
18 NWA LTD Plan).
- 19 18. "OE shadow period" means a period of unavailability that is applied to a pilot's line prior
20 to initial line awards under *Section 11 F. 8.*, during which an award of a rotation(s) or on-
21 call day(s) will be for pay purposes only. Any such rotation(s) will remain available to
22 be awarded to another pilot in PBS.
- 23 19. "Operating experience" (OE) means performing the duties of Captain or First Officer
24 under the supervision of an LCP under FAR 121.434 (c) and (f).
- 25 20. "Proficiency check" (PC) means any of the following validation or evaluation events in
26 the simulator or Flight Training Device administered under the AQP:
 - 27 a. Procedures Validation (PV)
 - 28 b. Maneuvers Validation (MV)
 - 29 c. Line Operational Evaluation (LOE)

30 Note: MV and LOE for a pilot obtaining a type rating are not proficiency checks.
- 31 21. "Proficiency check pilot" (PCP) means:
 - 32 a. a pilot who is selected by the Company and designated by the FAA and authorized to
33 administer proficiency checks in other than line operations, and/or
 - 34 b. an NSLI who is selected by the Company and designated by the FAA and authorized
35 to administer proficiency checks in other than line operations under *Section 11 D.*
- 36 22. "Pro rata portion of the ALV" means the ALV for a position divided by the number of
37 days in a bid period.
- 38 23. "Pro rata portion of the reserve guarantee" means the reserve guarantee for a position
39 divided by the number of days in a bid period.
- 40 24. "Qualification training" means training necessary to create a position qualification (i.e.,
41 initial, transition, upgrade, requalification, transoceanic ground school).
- 42 25. "Qualified SLI" means an SLI who can function as the instructor of record.
- 43 26. "Quarterly continuing qualification training" (QCQ) means distributed training that is
44 completed quarterly to maintain position qualification under the Company's advanced
45 qualification program (AQP).

Section 11 - Training

- 1 27. "Recency" or "recency of experience" means the requirement of a Captain or First
2 Officer to make at least three takeoffs and landings within a 90-day period under FAR
3 121.439.
- 4 28. "Reestablishment of recency" means the training and checking required under FAR
5 121.439 to reestablish qualifications that have lapsed due to lack of recency.
- 6 29. "Rotation guarantee" means the pay guarantee under *Section 4 F*.
- 7 30. "Seniority list instructor" (SLI) means an instructor who is a pilot.
8 Exception: An instructor who is a pilot currently receiving long term disability benefits
9 under the D&S Plan (including the NWA LTD Plan) cannot be an SLI.
- 10 31. "Theater qualification" means a program for qualification of pilots in a specified area of
11 operation as set forth in the Airway Manual.
12 Note one: The Company will review with the Association any plans to modify the terms
13 and provisions of the theater qualification program set forth in the Airway Manual.
14 Note two: The addition of a new theater that affects 12 or more scheduled round trips per
15 bid period in a category will be subject to the implementation schedule under *Section 11*
16 *J. 5*. The Company and the Association will meet and confer to agree upon an
17 implementation schedule related to a significant modification of an existing theater.
- 18 32. "Training" means a Company-sponsored program of instruction and/or evaluation
19 required by an AQP, the Company, or the FARs (e.g., recency, qualification training,
20 CQ, distributed training).
- 21 33. "Training day(s)" means a day(s) in which a pilot is scheduled to:
22 a. attend continuous training.
23 b. travel between their base and the training location.
- 24 34. "Unassigned pilot" means a pilot in excess of PWA staffing requirements who is
25 assigned to an aircraft type and base but does not currently hold a status.
- 26 35. "Verification flight" (VF) means flying that is performed to determine whether a
27 maintenance repair action has successfully resolved the pertinent problem, provided such
28 flying does not involve:
29 a. the planned use of abnormal or special checklists, or
30 b. determinations of the airworthiness of major system items or troubleshooting.

31 B. Pay and Credit

32 1. Qualification Training

- 33 a. A regular pilot, while assigned to qualification training:
34 1) will be paid and credited the greater of (or at their option, on a bid period to bid
35 period basis, either of):
36 a) rotations removed during periods of continuous training to:
37 i. accommodate travel between their base and their training location when
38 such training is conducted away from the pilot's base, and/or
39 ii. accommodate such training, and/or
40 iii. eliminate an FAR or PWA conflict that arises because of such training,
41 or
42 b) 3:05 at the rate of the highest paying aircraft model shown on the pilot's line
43 for each training day including training days on which the pilot's schedule
44 shows "OFF" (not scheduled to attend training),
45
46

Section 11 - Training

- 1 or,
- 2 2) may (if not converted to their new category) be awarded/assigned a white slip,
3 GS, or IA that is scheduled to release prior to commencement of such training.
4 Such pilot will receive, in addition to pay and credit under *Section 11 B. 1. a. 1)*:
5 a) pay and credit for the white slip, or
6 b) pay and credit/no credit under *Section 23 U. 1. a.* for the GS, or
7 c) pay, no credit for the IA.
- 8 b. A reserve pilot or an unassigned pilot, while assigned to qualification training, will be
9 paid and credited a pro rata portion of the ALV for each training day, including
10 training days on which their schedule shows “OFF” (not scheduled to attend training),
11 at the rate of the highest paying aircraft model shown on their line or if they have not
12 flown during the bid period, the rate used to establish their reserve guarantee or
13 unassigned pilot guarantee (see *Section 4*).
- 14 c. A pilot, while assigned to qualification training:
15 1) that extends into two or more bid periods, will be paid and credited in each bid
16 period based on the type of line they hold (regular, reserve, or unassigned) in such
17 bid period.
18 2) who completes a rotation on the day in which they commenced training or
19 originates a rotation on a day in which they complete training, will be paid and
20 credited for such rotation in addition to pay and credit under
21 *Section 11 B. 1. a. 1)*.
- 22 d. A pilot whose qualification training is canceled after the date of their line award will
23 be treated as follows:
24 1) A reserve pilot will be assigned to a specially created reserve line.
25 2) A regular pilot will be assigned, at pilot option, to a:
26 a) specially created reserve line covering the period of their scheduled training,
27 or
28 b) blank regular line covering the period of their scheduled training.
29 3) a pilot who is assigned to a:
30 a) blank regular line under *Section 11 B. 1. d. 2) b)* will:
31 i. be permitted to construct a line from open time available at the time of
32 assignment, without regard to *Section 23 P. 3*.
33 ii. not be guaranteed pay and credit for the value of their originally shown
34 period of their scheduled training.
35 b) specially created reserve line under *Section 11 B. 1. d. 1)* or *2) a)* will be
36 guaranteed pay and credit for no less than the value of their originally shown
37 period of their scheduled training.
- 38 e. A pilot who has not begun qualification training as of their conversion date will be
39 paid and credited a pro rata portion of the ALV for each day beginning on their
40 conversion date and ending the day prior to the start of their training.
- 41 2. Continuing Qualification Training
42 a. A pilot, while assigned to CQ training that was scheduled prior to initial line awards,
43 will receive pay, no credit of 4:15 (5:00 January 1, 2024) for each training day.
44 Note: A reserve pilot’s guarantee will be reduced by a pro-rata portion of the reserve
45 guarantee for each CQ training day.

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- 1 b. A pilot, while assigned to CQ training that was scheduled after initial line awards,
2 will receive, pay no credit for the greater of:
3 1) 4:15 (5:00 January 1, 2024) for each training day, or
4 2) rotations removed during periods of continuous training to:
5 a) accommodate travel between their base and their training location when such
6 training is conducted away from their base, and/or
7 b) accommodate such training, and/or
8 c) eliminate an FAR or PWA conflict that arises because of such training.

9 Note: The projection and/or guarantee of a pilot scheduled for CQ training after
10 initial line awards will be adjusted as follows:

- 11 1) A regular pilot's projection and line guarantee will be reduced by the value of a
12 rotation(s) that is removed from their line to accommodate scheduled CQ
13 training.
14 2) A reserve pilot's guarantee will be reduced by a pro rata portion of the reserve
15 guarantee for each on-call day removed from their line to accommodate
16 scheduled CQ training.
- 17 c. Without pilot consent, the Company will not:
18 1) schedule a pilot to undergo CQ on their CQ golden days.
19 2) extend a pilot's CQ into their CQ golden days.
- 20 d. The CQ of a pilot who declines an extension into their CQ golden days will be
21 rescheduled.
- 22 e. A pilot whose scheduled CQ training days are extended or rescheduled due to their
23 failure to successfully complete training will not receive CQ training pay (i.e., 4:15
24 [5:00 January 1, 2024], per day or rotations removed) for such additional training
25 day(s) and associated evaluation (see *Section 11 B. 6.* and *7.*).
- 26 f. A pilot who completes a rotation on the day in which they commenced training or
27 originates a rotation on the day they complete CQ training will be paid and credited
28 for such flying in addition to pay and credit under *Section 11 B. 2. a.*
- 29 3. Maintaining Recency
- 30 a. A regular pilot on their day(s)-off or a reserve pilot who is designated by the
31 Company to satisfy their recency of experience requirement:
32 1) in a simulator, will receive pay, no credit of 4:15 (5:00 January 1, 2024) per day.
33 Note: Recency can extend into a second day if the simulator period and travel are
34 not both scheduled to occur within the maximum scheduled duty time under
35 *Section 12 D. 1.*, based on a 30 minute report and block-in.
36 2) on a rotation, will receive pay, no credit of 4:15 (5:00 January 1, 2024) regardless
37 of the number of duty periods involved.
- 38 b. The reserve guarantee of a pilot who is designated to satisfy their recency of
39 experience requirement on an on-call day will be reduced by a pro rata portion of the
40 reserve guarantee for each on-call day for which they receive recency of experience
41 pay.
- 42 c. A regular pilot who is designated to satisfy their recency of experience requirement
43 on a rotation that conflicts with a rotation on their line will be removed from such
44 conflicting rotation:
45 1) will be subject to *Section 4 F.* (Rotation Guarantee), and
46 2) may be required to fly the balance of such removed rotation.

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- 1 4. Reestablishment of Recency
- 2 a. A pilot who has lost their recency due to their illness, or facility or equipment
- 3 unavailability, and who is designated by the Company for training to reestablish their
- 4 recency will receive:
- 5 1) if they are a reserve pilot, pay, no credit of 4:15 (5:00 January 1, 2024) for each
- 6 day of such training, and will have their reserve guarantee reduced by a pro rata
- 7 portion of the reserve guarantee for each day of such training on their on-call
- 8 day(s),
- 9 2) if they are a regular pilot who is returning from illness or has elected to receive
- 10 such training on their day(s)-off, pay, no credit of 4:15 (5:00 January 1, 2024) for
- 11 each day of such training on their day(s)-off, or
- 12 3) if they are a regular pilot, a rotation guarantee under *Section 4 F.* for any rotation
- 13 (or portion thereof) removed from their line due to their loss of recency or that
- 14 conflicts with such training. Such pilot may be required to fly the balance of such
- 15 conflicting removed rotation.
- 16 b. A pilot who has lost their recency due to their unavailability for any reason other than
- 17 their illness, and who is designated by the Company for training to reestablish their
- 18 recency, will receive pay, no credit of 4:15 (5:00 January 1, 2024) for each day of
- 19 such training, and:
- 20 1) if they are a reserve pilot, will have their reserve guarantee reduced by a pro rata
- 21 portion of the reserve guarantee for each on-call day(s) during the period
- 22 beginning on the day they lost their recency and ending on the day it was
- 23 reestablished, or
- 24 2) if they are a regular pilot, will not receive a rotation guarantee under *Section 4 F.*
- 25 for any rotation removed from their line that originates during the period of time
- 26 beginning on the day they lost their recency and ending at the time it was
- 27 reestablished.
- 28 5. Operating Experience
- 29 a. A pilot who is assigned to OE will, at their election, be paid and credited the value of:
- 30 1) the pilot's OE rotation(s) flown at the rate applicable to the aircraft model(s)
- 31 flown, or
- 32 2) the rotation(s) removed to accommodate the pilot's OE, at the rate applicable to
- 33 the aircraft model(s) flown.
- 34 Note: Such pilot will be paid and credited the greater of *Section 11 B. 5. a. 1)* or *2)* if
- 35 they do not make an election.
- 36 b. The reserve guarantee of a pilot assigned to OE who has not yet converted to their
- 37 new category will be based upon the category the pilot held at the time of their OE.
- 38 c. A pilot who has been converted into their new category, completed simulator training,
- 39 but has not completed OE, will:
- 40 1) not be eligible to be awarded or assigned flying, other than their initial line of time
- 41 or their OE rotation(s). Such pilot may not fly a rotation other than their OE
- 42 rotation(s).
- 43 2) receive an OE look-back guarantee that is equivalent to a pro rata portion of the
- 44 ALV under *Section 11 B. 5. d.*, during:
- 45 a) the regular line portion of their line in the bid period in which they complete
- 46 simulator training, and

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- 1 b) each subsequent bid period in which the pilots holds a regular line until the
- 2 end of the bid period in which the pilot completes OE.
- 3 d. The OE look-back guarantee under *Section 11 B. 5. c. 2)* will be applied as follows:
- 4 1) At the end of the bid period, for each day prior to the completion of their OE, a
- 5 pilot will receive the greater of:
- 6 a) pay and credit equivalent to a pro rata portion of the ALV, as adjusted in
- 7 *Section 11 B. 5. d. 2)*, or
- 8 b) their accumulated pay and credit.
- 9 2) Such pilot will not receive a pro rata portion of the ALV for a day that is a
- 10 personal drop(s), vacation day(s) or unpaid leave(s) of absence.
- 11 3) The OE look-back guarantee will not cause a pilot's total pay and credit for the
- 12 bid period to exceed the ALV, as adjusted.
- 13 e. Example 1.
- 14 1) Assumptions:
- 15 a) The pilot is an A320A who undergoes qualification training for B-767A.
- 16 b) The pilot was not converted into the B-767A before June 1st.
- 17 c) The pilot begins B-767A training on May 16th.
- 18 d) The pilot is scheduled to complete simulator training on June 10th.
- 19 e) The pilot undergoes and completes OE June 15th – 22nd.
- 20 f) The pilot has previously flown in an international category.
- 21 2) Results:
- 22 a) Because the pilot remains A320A for the May bid period, they bid an A320A
- 23 line; they are awarded a line with qualification training for the period May
- 24 16th – May 31st. For the period May 1st – May 15th the pilot is paid for
- 25 rotations flown (if awarded a regular line), or the greater of 1/31 of the reserve
- 26 guarantee for each day of the period or rotations flown (if awarded a reserve
- 27 line). For the period May 16th – May 31st the pilot is paid a pro rata portion of
- 28 the ALV.
- 29 b) Because the pilot is scheduled to complete simulator training before June 16th,
- 30 they convert to B-767A on June 1st, under *Section 22 E. 6. a. 1)*.
- 31 c) Because the pilot is B-767A for the June bid period, they bid a B-767A line;
- 32 they are awarded a line with qualification training for the period June 1st –
- 33 June 10th and an OE shadow period June 11th – June 21st, under *Section 22 C.*
- 34 **4.** Rotation(s) (if awarded a regular line) that their seniority permits them to
- 35 hold and that conflict with their OE shadow period will be paid and credited
- 36 as shown in *Section 11 B. 12.*
- 37 d) The pilot is paid and credited 3:05 per day for the period June 1st – June 10th,
- 38 under *Section 11 B. 1.*
- 39 e) If the pilot was awarded a:
- 40 i) regular line, they are paid and credited for the greater of each rotation
- 41 flown during OE or rotation(s) removed to accommodate such OE rotation
- 42 under *Section 11 B. 5. a.*
- 43 ii) reserve line, they are paid and credited the greater of 1/30 of the reserve
- 44 guarantee for each day of the period June 11th – June 30th or rotations
- 45 flown.
- 46 f. Example 2.

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- 1) Assumptions:
 - a) The pilot is an A320A 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, they remain A320A in the June bid period and converts to B-767A on July 1st under *Section 22 E. 6. a. 1).*
 - b) Because the pilot held A320A for the June bid period, they bid a June A320A line; they were awarded a line with qualification training for the period June 1st – June 18th and an OE shadow period June 19th – June 29th, under *Section 22 C. 4.*
 - c) During the period from June 1st through June 18th, they are paid and credited 3:05 per day under *Section 11 B. 1.*
 - d) During the period from June 19th through June 30th, they are paid and credited the value of the A320A rotations removed under *Section 11 B. 12.* (if awarded a regular line) or 1/30 of the reserve guarantee for each day of the period (if awarded a reserve line).

Note: If the pilot was awarded a reserve line, they would have no reserve obligation.
 - e) Because they are B-767A for the July bid period, they bid a July B-767A line.
 - f) If they are awarded a regular line for July:
 - i) From July 1st through July 18th, the B-767A rotations on their line are removed.
 - ii) The pilot is paid and credited as shown in *Section 11 B. 12.*
 - iii) At the end of the July bid period, the OE look-back guarantee will be applied for the period from July 1st through July 18th under *Section 11 B. 5. d. 3).*
 - g) If they are awarded a reserve line for July, they are paid and credited the greater of the reserve guarantee or rotations flown.

Note: The pilot would have no reserve obligation until the completion of their OE.
 - h) Because the pilot did not convert to B-767A until July 1st, the OE look-back guarantee does not apply to the June bid period.
6. A pilot who fails to satisfactorily complete a proficiency check/OE will be paid and credited a pro rata portion of the ALV for each day (excluding sick leave) until the completion of the proficiency check/OE or 30 days, whichever occurs first.

Note: The 30-day period will be extended to the date of disposition of the pilot's case by the Company, if such disposition occurs more than 30 days after the failure to complete the proficiency check/OE.
7. A pilot who needs additional training to achieve proficiency following a maneuvers validation and/or LOE will be paid and credited a pro rata portion of the ALV for each day (excluding sick leave) until the completion of such training/evaluation.

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- 1 8. A volunteer line pilot who serves as a part of a crew complement in a flight simulator
2 and/or level five or higher FTD training/evaluations will receive:
 - 3 a. 4:15 (5:00 January 1, 2024) pay, no credit, for each simulator and/or FTD period on a
4 regular line day-off or reserve X-day, and
 - 5 b. 5:00 pay and credit for each simulator and/or FTD period on a reserve on-call day.
- 6 9. Distributed Training
 - 7 a. A pilot will receive the greater of
 - 8 1) one hour of pay, or
 - 9 2) one minute of pay for every one and a half minutes (as determined by run time
10 under **Section 11 B. 9. b. – d.**) of distributed training.
11 Note: A pilot who does not complete their assigned distributed training prior to
12 commencement of non-distributed training will not receive training pay under **Section**
13 **11 B.** until they have completed such distributed training and commences such non-
14 distributed training. Such pilot will be paid and credited their line guarantee until
15 they commence such non-distributed training.
 - 16 b. Oversight and administration of automated run-time testing for all distributed training
17 programs will be the responsibility of the Automated Run-Time Team (ARTT).
 - 18 1) The ARTT will:
 - 19 a) be comprised of two members appointed by the Company and two members
20 appointed by the Association. The Association will not be liable for flight pay
21 and benefit override reimbursement to the Company under **Section 24 J. 3.** for
22 Association-appointed members of the ARTT.
 - 23 b) meet and confer quarterly or at other mutually agreed upon times to discuss
24 distributed training products and issues.
 - 25 c) agree upon run time determination of any distributed training content that has
26 not been previously programmed into the Crawler.
 - 27 d) agree upon values for any new elements or content that have not previously
28 been assigned a value.
 - 29 2) Any changes to current run-time values (including values for new elements) or
30 course structure will require the consent of the ARTT.
 - 31 3) The ARTT will meet at least two weeks prior to the duplication and distribution
32 of a QCQ product to review:
 - 33 a) QCQ data from the previous quarter and resolve any issues.
 - 34 b) automated run time test results for the upcoming QCQ product.
 - 35 c) future QCQ content under development.
 - 36 4) Any new:
 - 37 a) QCQ element or training content not currently used or programmed will be
38 provided to the Association for review at least two quarters prior to being
39 introduced.
 - 40 b) distributed training element or content, other than QCQ, not currently used or
41 programmed will be provided to the Association for review as soon as
42 practicable prior to being introduced.
 - 43 c. If content in a distributed training program can be:
 - 44 1) timed by starting the program and running it to completion, e.g., a video, then this
45 will establish the run-time of that training content.

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- 1 2) objectively counted by using the Crawler, run-times will be determined using
 2 content time values agreed upon by the parties.
 3 d. If the run-time of a distributed training program cannot be determined under **Section**
 4 **11 B. 9. c.**, or if an agreement cannot be reached by the ARTT on run-time values
 5 created by the crawler for new distributed training elements or a change in course
 6 structure, then a run-time test will be conducted by a panel of five pilots who are
 7 mutually acceptable to the Company and the MEC Training Committee Chairman.
 8 The five-man run-time test will be timed and, after discarding the high and the low
 9 completion times, the remaining three completion times will be averaged to determine
 10 the run-time.
 11 e. If the run-time of a distributed training lesson that applies the same objectives to
 12 multiple fleets' distributed training programs cannot be determined under **Section 11**
 13 **B. 9. c.**, or if an agreement cannot be reached by the ARTT on run-time values
 14 created by the crawler for new distributed training elements or a change in course
 15 structure, then a run-time test will be administered, with the ARTT assigning one
 16 individual tester each to a unique fleet, but no more testers in total than the number of
 17 fleets affected. The completion times will then be averaged to determine the run time
 18 that will be applied to such lesson in each of the individual fleet's distributed training
 19 programs that utilize such lesson.
 20 Exception: If four or fewer fleets are affected, a five-man test with individuals
 21 chosen from each of the affected fleets will be utilized.
 22 10. A pilot who is scheduled for and attends an In-Command Seminar, captain leadership
 23 course, or similar programs, or run time trial for the determination of distributed training
 24 run time will be paid 4:15 (5:00 January 1, 2024) pay, no credit for each day of
 25 attendance and related travel.
 26 11. A pilot (excluding an LCP, PCP, or administrative pilot) who attends any scheduled
 27 training that does not have a corresponding pay treatment under **Section 11 B.** will be
 28 paid and credited in the same manner as CQ.
 29 12. Conversion after training/OE pay and credit examples
 30
 31 a. Example 1
 32

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			

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3-27			
3-28	3203A	OE	Pilot paid and credited under <i>Section 11 B. 5.</i>
3-29	3203B	OE	
3-30		OE	
3-31		OE	
4-1	4201A		See <i>Note 2</i> below
4-2	4201B		
4-3	4201C		
4-4	4201D		

Notes:

- 1) The pilot converts to their 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.*

b. Example 2

Date	Rotations removed	Event	Effect
3-18		Sim Check	Pilot paid and credited under <i>Section 11 B. 1.</i>
3-19			
3-20			
3-21			
3-22	3202A		Pilot paid and credited under <i>Section 11 B. 5.</i>
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 <i>Section 4 E.</i>
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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1 Note: The pilot converts to their new category on April 1st.

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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	

5

6

Notes:

7

1) The pilot converts to their new category on April 1st.

8

2) The pilot would not have been “legal to fly” rotation 3202 due to an FAR 30-in-168 conflict.

9

3) The pilot will be paid and credited the greater of:

10

a) 3:05 per calendar day for the period 3-1 through 3-21 or,

11

b) the rotations removed during the period 3-1 through 3-25.

12

13

14 C. [Reserved]

15

16 D. Non-Seniority List Instructors

17

1. An NSLI may serve as part of a crew complement in a flight simulator and/or level five or higher FTD training, including service as part of the crew complement in an AQP quality assurance module (or equivalent non-jeopardy module).

18

19

20

21

Exception: An NSLI may not serve as part of a crew complement during an evaluation.

22

2. An NSLI will not:

23

a. perform flight duty as a crewmember.

24

b. serve as part of a crew complement during an evaluation.

25

c. perform APD duties.

26

27

28 E. Training Committee

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1. The MEC Training Committee will have the right to meet with the Senior Vice President-Flight Operations, or their designee, for the purpose of advice or consultation concerning any matter relative to training and checking.

30

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2. If recurring difficulties with a particular SLI or LCP are identified, the Senior Vice President - Flight Operations, the MEC Chairman and the MEC Training Committee Chairman will meet for the purpose of identifying the nature of the recurring difficulties,

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Section 11 - Training

1 the number of such occurrences and suggested corrective action. Corrective action may
2 range from counseling to removal from SLI or LCP duties. The choice of corrective
3 action taken, if any, will be at the sole discretion of the Senior Vice President - Flight
4 Operations, or their designee.

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

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

25 F. Scheduling Rules

- 26 1. A pilot will be removed from scheduled flying and reserve obligations on each day of
27 their continuous training.
- 28 2. Qualification Training
29 a. The minimum time between the posting of qualification training in DBMS and
30 commencement of such training will be:
31 1) 15 days if the training is a result of an AE or VD award.
32 2) 25 days if the training is a result of an MD award.
33 Note: The following types of training are not subject to such pre-posting
34 requirement. Training:
35 1) to maintain or reestablish recency or aircraft model currency.
36 2) that is required by the FAA for a pilot who has not completed consolidation
37 requirements.
38 3) recommended or required by the Company or the FAA, on a case by case basis,
39 to enable a pilot to demonstrate or attain proficiency.
40 4) for a pilot who accepted a proffer of a training slot.
41 5) for a pilot who is returning from a leave of absence under *Section 13*, sick leave
42 under *Section 14*, or furlough under *Section 21*.
43 6) that is:
44 a) distributed training.
45
46

Section 11 - Training

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

Section 11 - Training

- 1 2) 4:00 pay and credit, if any part of the training event is scheduled between 0300
- 2 and 0459 (local time where the pilot's training event is being conducted).
- 3 f. The Company may extend CQ training due to facility or equipment unavailability.
- 4 Exception: The Company will not extend CQ training into a pilot's CQ golden day(s)
- 5 without their consent. If the pilot does not agree to such an extension, they will be
- 6 released from training and may be reassigned to another CQ training day(s) at the
- 7 discretion of the Company in order to avoid a lapse of qualifications. If reassigned,
- 8 the pilot will receive pay and credit under *Section 11 B. 1.*
- 9 g. The Company will provide a bidding system that will allow each pilot to bid for and
- 10 be awarded CQ training within their category during their CQ eligibility period in
- 11 seniority order, subject to the following provisions:
- 12 1) A pilot will be scheduled for CQ training in:
- 13 a) their CQ grace month if they are not projected to have completed CQ training
- 14 in their CQ early or base months, or
- 15 b) their CQ base month if they are not projected to have completed CQ training
- 16 in their CQ early month and will be unavailable for training on 14 or more
- 17 days (other than CQ golden days) in the bid period of their CQ grace month.
- 18 Exception: The Company may, at its discretion, refrain from scheduling a pilot to
- 19 complete CQ training as specified in *Section 11 F. 7. g. 1) a) or b).*
- 20 2) When operationally necessary, the Company may determine a minimum
- 21 percentage of pilots in a category who will train in their CQ base month.
- 22 3) A scheduled CQ training event(s) in a category that is not awarded via a pilot's
- 23 CQ training bid will be assigned in inverse seniority order among pilots in such
- 24 category for whom the training will occur in their CQ early or CQ base months.
- 25 4) A pilot's CQ training bid may stipulate a specific training event(s) and/or a
- 26 specific date(s) on which the pilot wishes to train or to avoid training.
- 27 8. OE Training
- 28 a. A pilot to be scheduled for OE training:
- 29 1) will normally have an OE shadow period applied to their line, beginning on the
- 30 day following scheduled completion of their qualification training and equal in
- 31 length to the applicable number of projected OE days shown in *Section 22 C. 4.*,
- 32 provided their qualification training was posted no later than 1800E on the 4th day
- 33 of the bid period prior to the OE shadow period.
- 34 2) may request any desired days free of duty during their OE training, provided they
- 35 make such request prior to the 20th day of the month prior to the bid period in
- 36 which the OE training will be scheduled. Such request will be honored in
- 37 seniority order among pilots undergoing OE in the same category to the extent
- 38 that the Company is able.
- 39 3) may, at the pilot's option, elect to receive two calendar days free of duty
- 40 immediately following completion of training via iCrew preferences, provided
- 41 they make such request prior to the 20th day of the month prior to the bid period in
- 42 which the OE training will be scheduled.
- 43 b. From 1800E on the 4th day of a bid period to 1800E on the 11th day of such bid
- 44 period, a pilot may only be scheduled for OE training involving a rotation that
- 45 contains any duty period, or portion thereof, that is within the last six days of such bid

Section 11 - Training

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

Section 11 - Training

- 1 c) The pilot:
 - 2 i. is not required to depart their base earlier than 0800 (pilot's base time).
 - 3 ii. is not required to remain in training that day beyond 1800 (pilot's base
 - 4 time).
 - 5 iii. does not undergo flight simulator training, aircraft training or a
 - 6 proficiency check within the duty period.
- 7 2) advance to a simulator period that is more than one simulator period earlier (e.g.,
- 8 C to B) in a 24-hour period
- 9 c. scheduled for:
 - 10 1) more than eight hours of training in a day.
 - 11 2) a flight simulator period or level five or higher FTD period that exceeds four
 - 12 hours (exclusive of brief, debrief and break) in a day.
- 13 14. Flight simulator training is:
 - 14 a. duty time under *Section 12 D. 1.* (Maximum Scheduled Duty Time) and
 - 15 *Section 12 G.* (Break-in-Duty).
 - 16 b. not considered flight time.
- 17 15. Ground School
 - 18 a. The classroom schedule for training will not exceed:
 - 19 1) eight hours (excluding lunch break) per day.
 - 20 2) five days during any consecutive seven-day period.
 - 21 b. All training curricula, including that accomplished via Distributed Training, will be
 - 22 designed to adequately cover the learning objectives without the need for reference to
 - 23 additional training materials.
 - 24 c. Upon request, a pilot will be afforded an opportunity to review aircraft systems,
 - 25 international operations pertaining to theater qualifications, and operation
 - 26 specifications with an instructor.
- 27 16. A pilot who has completed training but has not been converted into their new category
- 28 will be granted additional OE, upon request to their base Chief Pilot, provided 30 days
- 29 have elapsed since the completion of their most recent OE. The additional OE will be
- 30 scheduled to be conducted as soon as practical and within 30 days of the request.
- 31 17. A pilot who is undergoing training as a result of a MD will not be scheduled for OE on
- 32 their golden X-day(s) without their consent.
- 33 18. Recency and Reestablishment of Recency
 - 34 a. A pilot will be provided at least 45 days' notice via DBMS of the pending expiration
 - 35 of their recency. The notice will advise the pilot to contact their Chief Pilot to
 - 36 schedule recency of experience.
 - 37 b. A pilot who has been notified of the pending expiration of recency will designate 14
 - 38 days in which they may be scheduled for recency training in a simulator or indicate
 - 39 how they will satisfy recency prior to expiration (e.g., fly a rotation, participate in a
 - 40 training event) at least 21 days before such expiration.
 - 41 c. Recency of experience training will consist of at least three takeoffs and three
 - 42 landings in an aircraft or simulator. Simulator profiles to maintain recency will also
 - 43 normally include additional maneuvers training beyond takeoff and landing.
 - 44 d. If the pilot becomes unavailable during their designated 14 days of availability, the
 - 45 Company may reschedule the pilot as soon as possible upon return to availability,
 - 46 prior to expiration of recency.

Section 11 - Training

- 1 e. If as a result of facility or equipment unavailability the pilot does not complete their
2 recency of experience within their designated 14 days of availability, then with
3 mutual consent, they may be rescheduled on an off-day or X-day after the 14 days of
4 availability. The Company may reschedule recency of experience during the
5 timeframe of the pilot's next rotation or reserve on-call day.
6 f. Recency of experience will not be posted in DBMS.
- 7 19. A pilot who is scheduled for qualification training days in excess of 19 in a 30-day bid
8 period, or 20 in a 31-day bid period ("an excess training day"), may elect to receive:
9 a. 3:35 pay, no credit (in addition to other pay for the bid period) for each excess
10 training day, or
11 b. a compensatory day off for each excess training day.
- 12 Note one: A pilot who has more than one excess training day must select the same option
13 for all such excess training days.
14 Note two: If a pilot that is scheduled for qualification training whose awarded base is two
15 time zones or more away from the simulator training location, the pilot will receive at
16 least 3 consecutive scheduled days off once during a qualification training footprint that
17 is 21 days or more. If such pilot does not receive at least three consecutive scheduled
18 days off once during a qualification training footprint that is 21 days or more, the
19 Company will provide the pilot with two additional purchased vacation days that may be
20 used by mutual agreement between the Company and eligible pilot by adding the days to
21 a vacation period in the current vacation year, or to be added to the available vacation
22 days for the next vacation year.
23 Exception: *Section 11 F. 19.* does not apply to entry level pilots.
- 24 20. A pilot who is eligible for a compensatory day(s) off under *Section 11 F. 19.* will:
25 a. take such day(s) off in the current or a future bid period, by mutual agreement with
26 Crew Scheduling,
27 b. have such day(s) added to a current year vacation period(s), by mutual agreement
28 with Vacation Planning, or
29 c. have such day(s) added to their earned vacation for the next vacation year if not used
30 in the current vacation year.

31 G. Training Opportunities

- 32 1. A pilot who fails to successfully complete any initial, transition, upgrade, or
33 requalification training will:
34 a. return to the category they held prior to entering training, provided:
35 1) such previous category exists,
36 2) they are senior to a pilot in such previous category, and
37 3) they successfully requalify for their previous position.
38 or
39 b. displace into any category for which their seniority is sufficient, provided they:
40 1) is not senior to a pilot in their previous category or their previous category no
41 longer exists, and
42 2) they successfully complete training for such position.
- 43 Note: Such pilot will be unqualified to fly in any category if they do not successfully
44 requalify under *Section 11 G. 1. a. 3)*, or complete training under *Section 11 G. 1. b. 2)*.
45
46

Section 11 - Training

- 1 2. A pilot who fails to successfully complete CQ training or a line evaluation will remain in
2 their current category, provided they successfully complete the normal requalification
3 curriculum for that position. Such pilot will be unqualified to fly in any category if they
4 do not successfully requalify in their current position.
- 5 3. A pilot who requalified or completed training under *Section 11 G. 1.*, or who requalified
6 under *Section 11 G. 2.*, who later fails to successfully complete a second training
7 curriculum (initial, transition, upgrade, requalification, CQ) or line evaluation, will
8 receive another training opportunity, as applicable, under *Section 11 G. 1.* or *2.*
9 However, such pilot will be ineligible to be awarded any other position for the duration of
10 their career.
11 Exception: If the pilot is involuntarily displaced to another position they will be
12 permitted an additional training opportunity (initial, transition, upgrade or
13 requalification). If they fail to successfully complete such training opportunity, they will
14 be unqualified to fly in any category.
- 15 4. A pilot who requalified under *Section 11 G. 3.*, who later fails to successfully complete a
16 third training curriculum (initial, transition, upgrade, requalification, CQ) or line
17 evaluation, will be unqualified to fly in any category.
- 18 5. A pilot who has a break in simulator training of greater than six days during a
19 qualification training curriculum and whose first scheduled event following such break is
20 a PV, MV, or LOE will, upon their request, receive one additional simulator period prior
21 to such evaluation, provided that the break was caused by the Company (e.g., simulator
22 or instructor unavailability, power outage) and not due to the pilot's sickness or other
23 unavailability.
24 Note: Such additional simulator period will not be considered to be a curriculum day.
- 25 6. If, during a pilot's first attempt to complete their LOE during a qualification training
26 curriculum, they are graded as unsatisfactory and has only one remaining curriculum day,
27 that one remaining curriculum day will be utilized for training and, if recommended, an
28 additional day will be scheduled for the LOE retake.
- 29 7. A pilot may voluntarily withdraw from qualification training at any time without
30 incurring a training failure, once in the pilot's career (in addition to a pilot's ability to
31 withdraw under *Section 22 I. 4.*). Upon such voluntary withdrawal, the pilot will return
32 to their previous category with a 24-month category freeze.
33 Note: If the pilot's previous category is unavailable, the pilot will be offered the
34 opportunity to return to their previous equipment in another base provided the pilot has
35 the seniority to hold it and they will incur a 24-month category freeze. If the pilot's
36 previous equipment in another base does not exist or the pilot does not have the seniority
37 to hold it, the pilot will be placed in another category that their seniority will allow them
38 to hold and they will incur a 24-month category freeze.
- 39 8. A First Officer who is upgrading to become a Delta Captain for the first time and eligible
40 for a short training (upgrade) course may, at the pilot's option, undergo a full initial
41 qualification training course.

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Section 11 - Training

1 H. Requalification

2
3 Delta's requalification curricula are accomplished in accordance with FAR Part 121, subpart
4 Y, which governs AQP. Specific information on these curricula is outlined in the AQP
5 Operations Plan and the Flight Operations Manual.

6 7 I. General

- 8
9 1. A pilot will receive positive space coach on-line transportation to travel between the
10 training location and any Company station before and after training and during each duty-
11 free period of 48 hours or more, if sales are authorized at the time of their attempted
12 booking.
- 13 2. A pilot may book travel as Company Business under *Section 11 I. 1.* in TravelNet at any
14 time after their notification of training, if overbooking is not required.
15 Note one: If overbooking is required at the time of their attempted booking, a pilot may
16 coordinate with Flight Training Planning to book positive space travel on the pilot's
17 desired flight, if sales are authorized at the time of booking. If sales are not authorized,
18 Flight Training Planning will book positive space travel between the pilot's base and the
19 training location, upon the pilot's request.
20 Note two: A pilot will cancel any travel to/from training booked as Company Business
21 in TravelNet if the pilot no longer requires or intends to use the reservation.
- 22 3. A pilot who travels to training away from base will be considered to have traveled
23 between their base and the training location for purposes of determining PWA and FAR
24 compliance, training pay, and expenses.
- 25 4. During an evaluation (e.g., proficiency check, rating ride, LOE), the Company will not
26 simultaneously train another pilot in the simulator.
- 27 5. During aircraft flight training, no person will be onboard other than the pilot trainees and
28 the instructors and evaluators then engaged in instruction.
29 Exception: This restriction does not apply to:
- 30 a. the ferry of an aircraft to or from the airport at which training is conducted.
 - 31 b. aircraft training out of an airport where deplaning facilities are not available.
 - 32 c. a pilot who remains onboard at their request.
- 33 6. A pilot will be advised and, upon request, provided a copy of any unsatisfactory written
34 report prepared during any phase of a training program.
- 35 7. The Company will grant the request of a pilot undergoing proficiency training or
36 evaluation to allow another pilot to be present as an observer. The observer will be:
- 37 a. selected by the pilot undergoing training, and
 - 38 b. will be either:
 - 39 1) a Captain on the aircraft type,
 - 40 2) the Chairman or Vice Chairman of the MEC Training Committee, or
 - 41 3) a pilot mutually acceptable to the Company and the MEC Training Committee.
- 42 8. A pilot will not be required to pay for training or checking.
- 43 9. A pilot who serves as a volunteer to complete a crew complement during simulator
44 training, level five or higher FTD training and/or evaluations will not be evaluated during
45 such events. No formal record of the volunteer's performance will be produced or
46 maintained by Flight Training.

Section 11 - Training

- 1 10. A First Officer may be required to complete an FAR 121 or AQP type rating during
2 qualification training.
- 3 11. The Company is not required to maintain a pilot's qualifications on an aircraft model or
4 in a status outside their position.
- 5 12. The Company will provide an electronic training feedback form for voluntary completion
6 by a pilot at the end of their training.
- 7 13. The Company will replace an aircraft or simulator instructor upon a pilot's verbal
8 request. The pilot will, as soon as possible thereafter, submit a written confirmation of
9 the request that explains the basis of the request.
- 10 14. The Company will grant a pilot's request to replace an LCP conducting the pilot's OE, if
11 the request is made after their OE begins.
- 12

13 J. Theater Qualification

14

- 15 1. Each pilot converting into a category that is scheduled to operate to at least one theater in
16 the bid period following their projected completion of any required OE, will receive at
17 least one initial theater qualification, unless such qualification is reasonably deemed
18 unnecessary under the circumstances. If more than one theater qualification is required,
19 the Company will normally schedule a pilot, whose category is scheduled to operate to
20 multiple theaters, to receive an additional theater qualification(s).
- 21 2. If following completion of OE, a pilot did not receive a theater qualification, or a
22 qualified pilot's theater qualification will expire within 120 days, to a theater in which
23 their category operates, the pilot may submit a request to be qualified in such theater(s) as
24 follows:
 - 25 a. absent the pilot obtaining the requested theater qualification through normal monthly
26 bidding and scheduling, the Company will schedule the pilot to receive the requested
27 theater qualification no later than the end of the sixth full bid period following the
28 request so long as their category still operates in the theater.
29 Exception: For a qualification to a theater in which the pilot's category operates
30 fewer than 12 scheduled round trips per bid period (for the first three bid periods
31 following the request), the Company will schedule the pilot to receive the requested
32 theater qualification during the next six full bid periods following the request or as
33 soon thereafter as operations permit, but the provisions of *Section 11 J. 2. d.* and *e.*
34 will not apply.
 - 35 b. the Company may schedule a pilot on a rotation to receive a requested theater
36 qualification in accordance with normal OE scheduling practices.
 - 37 c. any rotation scheduled by the Company to satisfy a pilot's requested theater
38 qualification will be paid in accordance with *Section 11 B. 5.*
 - 39 d. if a pilot removes themselves or is removed from a rotation (for any reason other than
40 the convenience of the Company) that has been scheduled by the Company to satisfy
41 a requested theater qualification within the final two months of the six month (or
42 extended) period, the six month (or extended) period to complete the theater
43 qualification will be extended by two full bid periods.
 - 44 e. if a pilot has not received a requested theater qualification, the pilot may be awarded
45 rotations irrespective of *Sections 23 H. 5. d., P. 3. c., P. 6. c., Q. 6. b., and Q. 13. d.*
46 and will be paid under *Section 4 F. 1.* For the purposes of trip awards and/or pay

Section 11 - Training

1 protection of rotations for pilots who are not qualified in the theater in which the
2 rotation operates:

3 1) if a rotation is awarded to an eligible but unqualified pilot and the Company
4 removes that pilot due to lack of LCP/LVP availability, the rotation will be awarded
5 to the first available and qualified pilot through the trip coverage process under
6 **Section 23 N.** or **O.**

7 2) only the eligible and unqualified pilot removed from the rotation will be pay
8 protected.

9 Exception: If an eligible and unqualified pilot is removed prior to the trip coverage
10 process under **Section 23 N.** or **O.** and the rotation is subsequently awarded to an
11 eligible but unqualified pilot, that pilot will also receive pay protection, if removed.

12 Note: At their option, a pilot may maintain theater qualification under **Section 11 J. 6.**

- 13 3. A pilot removed from a rotation by the Company to schedule a pilot's request for theater
14 qualification will not be subject to recovery flying under **Section 23 K.**
15 4. At least 120 days prior to a pilot's theater qualification expiring, the pilot will be notified
16 through DBMS and may subsequently submit a request to the Company to maintain their
17 currency, or to be requalified in the theater. Upon receipt of the request, the Company
18 may schedule the pilot to maintain their qualification, or to be requalified, under **Section**
19 **11 J. 2.**

20 Example: A pilot receives a European theater qualification as part of their OE. In the
21 subsequent bid period, the pilot requests a Pacific theater qualification, but receives no
22 rotations during monthly bidding. The Company may schedule the pilot on a rotation to
23 receive a requested theater qualification consistent with OE scheduling practices;
24 however, in the interim the pilot is eligible to be awarded flying irrespective of **Sections**
25 **23 H. 5. d., P. 3. c., P. 6. c., Q. 6. b.,** and **Q. 13. d.** and will be paid under **Section 4 F. 1.**

- 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 pilots that are not projected to be qualified in
31 the new theater as of the date of addition of a new theater.
32 b. A pilot referenced in **Section 11 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 J. 2. a.,** the Company will
36 schedule the pilot to receive the requested theater qualification no later than the end
37 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 pilot to bid and fly a rotation or the Company to schedule
41 the pilot for a qualification or requalification rotation under **Section 11 J. 2.**
42 d. A pilot who has submitted a request under **Section 11 J. 2.** for a qualification to a
43 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

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

1 SECTION 12

2
3 HOURS OF SERVICE4
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 that
- 11 is the projected average of all regular line values, for a position, for a bid period and is:
- 12 a. between 72 and 84 hours (inclusive) for a narrowbody position and a B-767/B-757
- 13 position.
- 14 b. between 71 and 85 hours (inclusive) for a widebody position other than a B-767/B-
- 15 757 position.
- 16 3. "Attrition" means the number of pilots who leave the active service of the Company due
- 17 to retirement, medical leave, any leave in excess of 30 days, disability, death, or
- 18 termination.
- 19 4. "Augmented Operation" means a flight segment that utilizes a relief First Officer, relief
- 20 Captain, or relief crew.
- 21 5. "Break-in-duty" means a rest period (measured from release to report) that is sufficient to
- 22 break a pilot's duty period under **Section 12 G**.
- 23 6. "Carry-over rate" means the dollar value of a pilot's accumulated credit for a bid period
- 24 divided by such accumulated credit, expressed in dollars per minute.
- 25 7. "Co-terminal" means the following airport combinations:
- 26 a. DCA/IAD
- 27 b. DFW/DAL
- 28 c. IAH/HOU
- 29 d. JFK/EWR/LGA
- 30 e. LAX/BUR/LGB/ONT/SNA
- 31 f. MIA/FLL
- 32 g. ORD/MDW
- 33 h. SFO/OAK/SJC
- 34 8. "Day" means calendar day.
- 35 9. "Domestic operation" means a flight segment to and from an airport, or between airports,
- 36 located inside the contiguous 48 states of the United States, or a flight segment between
- 37 an airport located in the Mainland United States and Alaska.
- 38 10. "Duty period" means the elapsed time from report to release (for a break-in-duty).
- 39 11. "Fatigue Risk Management System" (FRMS) means a management system and
- 40 alternative regulatory approach to pilot flight and duty time provisions to provide a
- 41 means of monitoring and mitigating fatigue as approved by the FAA.
- 42 12. "Flight duty period" (FDP) means the portion of a duty period from report to when the
- 43 aircraft is parked after the last flight segment (other than a deadhead flight segment) and
- 44 there is no intention for further aircraft movement.
- 45

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- 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 the pilot may deposit and from which the pilot may withdraw or borrow
6 credit on a minute basis.
- 7 15. “International operation” means a flight segment to or from an airport, or between
8 airports, located outside the contiguous 48 states of the United States.
9 Exception: A flight segment between an airport located in the Mainland United States
10 and Alaska will not be considered an international operation.
- 11 16. “Latin America” means South America, the Caribbean, Mexico, Central America, and the
12 West Indies.
- 13 17. “Military Airlift Charter” (MAC) means all flight operations conducted as a charter under
14 an agreement between the Company and the Department of Defense or any branch of the
15 United States Armed Services, except for Civil Reserve Air Fleet operations. A rotation
16 that includes MAC operations will be identified with a distinct designator for PBS/PCS
17 and cannot be awarded to a pilot who has not completed their OE.
- 18 18. “Minimum separation length” (MSL) means, for a widebody category in which 20% or
19 more of the published rotations in a bid period are scheduled to operate for nine or more
20 days, the weighted average length of the published rotations in a category that are
21 scheduled to operate for nine or more days, rounded to the nearest whole number, and
22 published in the bid package.
- 23 19. “Narrowbody,” other than for purposes of *Section 1*, means an aircraft type under
24 *Section 22 A. 3. f. – k.*
- 25 20. “Ocean crossing” means a flight segment:
26 a. across the Atlantic Ocean, or
27 b. across the Pacific Ocean, as follows:
28 1) between the North American continent and the Hawaiian Islands,
29 2) between the Hawaiian Islands and any point west of the 160 degree meridian,
30 3) between the North American continent and a point west of the 160 degree
31 meridian,
32 4) between a Pacific Rim airport and Australia and/or New Zealand,
33 or,
34 c. to or from an airport in South America, as follows:
35 1) between the United States and any point further south of the equator than 3
36 degrees, 30 minutes south latitude on the South American continent, and
37 2) any flight segment scheduled for greater than eight hours to, within or from the
38 South American continent,
39 or,
40 d. to or from an airport in Europe that crosses latitude 36°N. and/or longitude 45°E.,
41 or,
42 e. to or from an airport in Africa, as follows:
43 1) between the United States and any point on the African continent, and
44 2) any flight segment scheduled for greater than eight hours to, within or from the
45 African continent,
46 or,

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- 1 f. to or from an airport in Asia on a flight segment scheduled for greater than eight
2 hours to, within or from the Asian continent,
3 or,
4 g. across the Arctic Ocean, between the North American continent and the Asian
5 continent.
- 6 21. “Off-line deadhead” means travel on a Delta Connection Carrier in category C operations
7 (i.e., pursuant to a prorate agreement) or any carrier other than Delta Air Lines, Inc.
8 22. “On-line transportation” means travel on Delta Air Lines, Inc. and Delta Connection
9 Carriers in category A operations (i.e., not a prorate agreement).
- 10 23. “Operational crewmember” means a pilot who operates the controls of the aircraft, assists
11 in the operation or control of the aircraft, and/or serves as a relief Captain or relief First
12 Officer.
- 13 24. “Pay, no credit” means pay due a pilot that is in addition to all other pay to which the
14 pilot may otherwise be entitled without the pilot receiving any additional credit for such
15 assignment.
- 16 25. “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 26. “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 27. “Redeye flight segment,” for purposes of **Sections 8** and **12**, means an eastbound
29 unaugmented flight segment that intrudes the pilot’s WOCL, or that touches 0200-0359
30 as the aircraft flies through the air.
- 31 28. “Release” means:
32 a. for purposes of determining a pilot’s break-in-duty, the later of:
33 1) 30 minutes after the block-in of their last flight segment, or
34 2) the actual time the pilot is released by the Company (after completion of any
35 additional duty required by the Company) to begin a rest period sufficient to
36 break their duty period under **Section 12 G**.
- 37 b. for purposes of determining a pilot’s duty period credit and rotation credit, the later
38 of:
39 1) 30 minutes after the actual block-in of the pilot’s last flight segment,
40 2) 30 minutes after the adjusted block-in of the pilot’s last flight segment determined
41 by adding the scheduled block time of such flight segment to the later of the
42 scheduled or actual departure time of such flight segment, or
43 3) the actual time the pilot is released by the Company (after completion of any
44 additional duty required by the Company) to begin a rest period sufficient to
45 break their duty period under **Section 12 G**.
- 46 29. “Relief Captain” means a Captain who is current in their position and augments a crew.

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

35 B. Block Hour Limit

- 36
37 1. A pilot’s block hour limit for a bid period will be calculated using the following formula:
38

39
$$\text{Block hour limit} = 1000 - C - 75$$

40
41 C = their accumulated and remaining scheduled block hours in the previous ten
42 bid periods.
43

- 44 2. In the calculation of a pilot’s block hour limit, hours in excess of 75 for which a pilot
45 received or is scheduled to receive sick leave pay will be included as block hours.
46

Section 12 – Hours of Service

C. Time Card

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

D. Duty Period (DP) and Flight Duty Period (FDP) Limits

1. An FDP will be scheduled to be at least 30 minutes less than the most restrictive applicable limit shown in **Section 12 D. 2.** (not to exceed a maximum of 13 hours) and **12 D. 3.** A pilot will not be rerouted to remain on an FDP in excess of the applicable limit under **Section 12 D. 2.** (not to exceed a maximum of 13 hours) and **12 D. 3.** Due to unforeseen operational circumstances and by mutual consent, a pilot’s FDP may be extended beyond the applicable limit under **Section 12 D. 2.** and **12 D. 3.** in accordance with the provisions of FAR 117.19 as in effect on June 1, 2014, subject to **Section 12 D. 5.**

- a. Report is referenced to the pilot’s acclimated time.
- b. Number of flight segments is referenced to the number of deadhead and/or flight segments in the FDP, as scheduled or rerouted, not to include a flight segment that is the result of a flight continuing to its original destination after having diverted to an alternate airport.

Exception one: The FDP limit for a pilot who is not acclimated will be 30 minutes less than the times shown in **Section 12 D. 2.** (not to exceed a maximum of 13:00 hours) and **12 D. 3.** Such pilot may be scheduled to their applicable FDP limit.

Exception two: The scheduling limit for a trans-oceanic FDP will be the time from scheduled report to scheduled block-in, and a pilot will not be rerouted or required to remain on such an FDP more than two hours beyond such scheduling limit, if:

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

2. Unaugmented FDP Limits

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

1 3. Augmented FDP Limits
2

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

- 3
4 4. Duty Period Ending in a Deadhead Flight Segment
5 a. A duty period that contains an FDP and ends in a deadhead flight segment will be
6 scheduled to be at least 30 minutes less than the pilot’s applicable FDP limit under
7 **Section 12 D. 1. – 3.** from report to block-in of the last deadhead flight segment. A
8 pilot will not be rerouted or required to depart from the gate on a deadhead flight
9 segment that is scheduled to block in more than one hour beyond such limit.
10 b. A deadhead-only duty period will not be scheduled for more than 30 minutes less
11 than the limit shown in **Section 12 D. 2.** (not to exceed a maximum of 13 hours) or **12**
12 **D. 3.** as though the deadheading pilot were operating the single longest deadhead
13 flight segment in the duty period, measured from report to block-in of the last flight
14 segment. A pilot will not be rerouted or required to remain on a deadhead-only duty
15 period more than one hour beyond such scheduling limit.
16 Exception: The scheduling limit for a deadhead-only duty period will be the time
17 from scheduled report to scheduled release, and a pilot will not be rerouted or
18 required to remain on such a duty period more than two hours beyond such
19 scheduling limit if:
20 a) the flight crew is augmented with a relief crew,
21 b) the duty period contains only one scheduled landing, and
22 c) the flight segment operates under an approved FRMS.
23 5. It is within the sole discretion of each individual pilot to decide in any given situation
24 whether such pilot is fit for duty and will remain on duty beyond their applicable FDP or
25 duty period limit under **Section 12 D. 2. – 4.** A pilot’s decision not to remain on duty
26 beyond such limit will be accepted without challenge by Crew Tracking.
27 Note: In the event a pilot determines that they are unable to extend their FDP beyond its
28 limit under FAR 117 or beyond approved FRMS limits, the pilot will not incur any loss
29 of pay under **Section 24 AA. 4. a. Exception.**
30 6. A non-trans-oceanic duty period, including any RAP, will not exceed a maximum of 17
31 hours.

32
33 E. Flight Time Limitations
34

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

- 36 1. eight hours in a trans-oceanic unaugmented duty period.
37 2. 12 hours in a duty period if the flight crew is augmented with a relief First Officer.

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1 Exception: A pilot may be scheduled up to 12 hours block time if the flight crew is
2 augmented with a relief Captain under **Section 16 B. 2.**

3 4 F. Maximum Scheduled Landings

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

10 Exception: A pilot:

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

25 Note one: A MAC operation may be scheduled for one additional landing
26 following a transoceanic MAC operation in which the flight crew is augmented.

27 Note two: A MAC operation may be scheduled to include two ocean crossings in
28 the same duty period with the concurrence of the MEC Scheduling Committee
29 Chairman as long as each respective ocean crossing flight segment is scheduled for
30 7:15 hours or less, block-to-block.

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

33 Exception: A pilot will not be scheduled as an operational crewmember for more than
34 one landing in an augmented non-trans-oceanic FDP that is scheduled to operate within
35 the WOCL.

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

41 42 G. Break-in-Duty

- 43
44 1. A pilot's duty period will continue until the pilot has received a break-in-duty as
45 specified in **Section 12 G. 2.**
46 2. The minimum break-in-duty of a pilot on a duty period will be as follows:

1

Duty Period Type	Minimum Scheduled Break	Minimum Actual Break
Non-Trans-Oceanic	<ul style="list-style-type: none"> • Ten hours prior to duty period • 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"> • Nine hours fifteen minutes prior to duty period • 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

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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 their report is at another, applicable ground travel time under **Section 8 B. 3.** will be added to their scheduled break-in-duty.

Note two: See **Section 23 D. 11.** for additional minimum breaks in duty for purposes of line construction.

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

3. A pilot who does not arrive at their 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 the pilot will:
 - a. be unable to report as scheduled, and
 - b. require eight hours of uninterrupted sleep opportunity from the time the pilot reaches their hotel room.
4. In order to maintain schedule integrity and afford a pilot at least eight hours of uninterrupted sleep opportunity at their layover hotel, Crew Tracking may:

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- 1 a. reduce the scheduled report of the pilot by up to 30 minutes.
- 2 b. remove a scheduled flight segment(s) from the pilot's line.
- 3 5. In order to achieve an FAR-required rest period, Crew Tracking may reduce the
- 4 scheduled report of a pilot, with their concurrence, by up to 30 minutes.
- 5 Note: Such pilot's actual break-in-duty under **Section 12 G. 2.** will be based on an
- 6 unreduced report as defined in **Section 12 A. 32.**
- 7 6. The change of a pilot's report under **Section 12 G. 4. a.** will not affect their duty period
- 8 credit.
- 9 7. The removal of a flight segment from a pilot's line under **Section 12 G. 4. b.** will be
- 10 considered a reroute.
- 11 8. In order to determine what, if any, assignment has been placed on their schedule for the
- 12 period following their release, a reserve pilot is required to check their schedule via
- 13 DBMS/VRU after completion of the last flight segment of a rotation and prior to release.
- 14 At that time, their schedule may show an assignment:
- 15 a. of a rotation with a report that is at least 18 hours after their release.
- 16 b. to short call duty beginning no earlier than 18 hours after their release (see
- 17 **Section 23 S. 7. b. Exception).**
- 18 c. of a rest period beginning as early as their release time.
- 19 9. A reserve pilot who arrives at their base on the last flight segment of their rotation may
- 20 be assigned additional flying prior to their release. If the additional flying is assigned:
- 21 a. under **Section 23 N. or O.,** the pilot will be scheduled to be released within their
- 22 maximum scheduled duty time.
- 23 b. under **Section 23 L. (Reroute),** the pilot will be scheduled to be released within their
- 24 maximum duty time.
- 25 10. Without their consent, a regular pilot will not be inversely assigned to a rotation with a
- 26 report that is within 11 hours of their release at their base.
- 27 11. The break-in-duty of a pilot who utilizes an off-rotation deadhead at the end of a rotation
- 28 will begin at their originally scheduled release.
- 29 12. A pilot who is unable to report for duty as scheduled during their rotation will contact
- 30 Crew Scheduling or Crew Tracking as far in advance as possible and provide notice of
- 31 the fact of and reason for their inability to report for duty as scheduled.
- 32 13. A pilot will not be scheduled for a rotation containing consecutive layovers of less than
- 33 12 hours in domestic operations.

34 H. Duty Period Minimum (DPM)

35 A pilot who reports for a rotation will receive minimum pay and credit of two hours for each

36 duty period.

37 Exception: A pilot who acknowledges their removal from a rotation under **Section 4 H. 1. a.**

38 is not eligible for DPM notwithstanding **Section 4 F.**

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I. Average Daily Guarantee (ADG)

A pilot will be guaranteed average pay and credit of not less than five hours and 15 minutes for each day of their rotation, including days added as a result of a reroute or late operations. Exception: A pilot will not be entitled to ADG for the last day of a rotation that has a release prior to 0200, unless the rotation was scheduled or rerouted to release on or after 0200 on such day. If a pilot is not entitled to ADG on the last day of a rotation under **Section 12 I.**, the pilot will receive 2:00 pay, no credit (in addition to all other pay) for the rotation.

Example one: A pilot's rotation is scheduled to release at 2330 on C Day. Due to late operations, the pilot's actual release is 0100 on D Day. The pilot will not be entitled to the ADG for D Day under **Section 12 I. Exception.** However, such pilot will receive an additional 2:00 pay, no credit for the rotation resulting from the D Day release to which ADG does not apply.

Example two: A pilot's rotation is scheduled to release at 0130 on D Day. Due to late operations, the pilot's actual release is 0230 on D Day. The pilot will no longer receive 2:00 pay, no credit, and instead ADG will now apply to D Day.

J. Duty Period Credit ("1 for 2")

1. A pilot who reports for duty will be guaranteed a minimum duty period credit. Such credit will be calculated on the greater of scheduled or actual duty time, prorated on a minute-by-minute basis, for each duty period, as follows:
 - a. one hour credit for every two hours of duty time from 0600 to 2159 (pilot's base time),
 - and
 - b. one hour credit for every one and one half hours of duty time,
 - 1) from 2200 to 0559 (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).

Note: For the purposes of **Section 12 L. 2.**, the duty period credit under **Section 12 J.** will apply to the first 10 hours of an unaugmented duty period that exceeds 10 hours of duty. Extended Duty Period Pay under **Section 12 T.** will apply for all duty time beyond 10 hours in an unaugmented duty period.

K. 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 their 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 the pilot was scheduled to fly.

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- 1 4. A pilot who reports for the last duty period of a rotation and deadheads, but does not fly,
2 will receive rotation credit calculated at the pay rate applicable to the equipment the pilot
3 was scheduled to fly.
4

5 L. Rotation Pay and Credit Calculations

6

- 7 1. When a rotation is constructed, the total pay and credit of such rotation is the greater of:
8 a. ADG (**Section 12 I.**), if applicable,
9 or
10 b. rotation credit (**Section 12 K.**),
11 or
12 c. the sum, on a duty period basis, of the greater of
13 1) the duty period credit (**Section 12 J.**),
14 2) DPM (**Section 12 H.**), or
15 3) scheduled flight time for each duty period in the rotation.
16 or
17 d. the sum, on a daily basis, of the greater of
18 1) duty period credit (**Section 12 J.**),
19 2) DPM (**Section 12 H.**),
20 3) minimum calendar day (**Section 12 U.**), or
21 4) scheduled flight time for each calendar day in the rotation.
22 2. At the completion of each rotation, a pilot will receive pay and credit for the greater of:
23 a. rotation credit (**Section 12 K.**), or
24 b. the sum of the pilot's duty period credits (**Section 12 J.**), or
25 c. ADG (**Section 12 I.**), if applicable, or
26 d. the sum of the pilot's DPMs, or
27 e. the sum, on a daily basis, of the greater of
28 1) a pilot's flight time, or
29 2) the minimum calendar day (**Section 12 U.**),
30 or
31 f. the pay and credit determined in **Section 12 L. 1.** (i.e., as constructed).
32 Note: Pay for credit, if any, in excess of flight time will be calculated at the pay rate
33 applicable to the pilot's last non-deadhead flight segment of the rotation.
34 3. For an asterisk rotation, a pilot will only be guaranteed pay and credit, as determined
35 under **Section 12 L. 1. c.** or **d.**, for each duty period or calendar day as applicable, of their
36 originally published rotation in the current bid period (see **Section 4 F. 6.**).
37

38 M. Duty-Free Periods

39

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

Section 12 – Hours of Service

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

# 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

- 6
 7 b. In a bid period with a reserve guarantee of 75:00 – 80:00:
 8

# 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

9

Section 12 – Hours of Service

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 M. 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. 9. – 12.** may begin at a time other than midnight.
7. 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 the pilot requests such duty.
8. An X-day(s) may be moved, at pilot request, via PCS, if reserve availability in the category is sufficient (as determined by the application of the reserves required formula under **Section 23 V. 4.**), provided the:
- X-day(s) moved are either:

Section 12 – Hours of Service

- 1) an X-day block (comprised of single or multiple X-days, as originally published or pro-rated),
 - 2) the first day and/or the last day of an X-day block as originally published or pro-rated, or
 - 3) part of a series of contiguous X-days that includes either the first or last day of an X-day block,
- b. movement of the X-day(s) does not cause an FAR violation,
 - c. X-day(s) are not moved into or out of their scheduled vacation,
 - d. X-day(s) are moved to be contiguous with:
 - 1) another X-day block,
 - 2) a training day,
 - 3) a vacation day,
 - 4) a PD/APD day, or
 - 5) a jury duty day,

Exception one: An X-day block (comprised of single or multiple X-days, as originally published or pro-rated) may be moved to a day(s) that is not contiguous with a day of jury duty, PD/APD day, vacation day, training day, or another X-day block.

Exception two: The first day and/or the last day of an X-day block, or part of a series of contiguous X-days that includes either the first or last day of an X-day block, may be moved to a day(s) that is not contiguous with a day of jury duty, PD/APD day, vacation day, training day, or another X-day block, provided:

- 1) the total number of X-day blocks resulting from the move does not exceed the Max Reserve Off Day Blocks limit for that category as published in the bid package, and
- 2) movement of an X-day(s) does not reduce a contiguous block of on-call days between X-day blocks, or between an X-day block and a training day(s), or between an X-day block and a vacation day(s), or between an X-day block and a PD/APD day(s), or between an X-day block and a day(s) of jury duty to a length that is less than the greater of the longest rotation in the bid package or:
 - a) four days for narrowbody categories.
 - b) six days for widebody categories.

Exception one: 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 not move an X-day if such X-day move would reduce the length of such contiguous block(s) of on-call days to a length that is less than the MSL.

Note: The terms of **Section 12 M. 8. d. 2) Exception one** may be modified by mutual agreement between the Director – Crew Resources and the MEC Scheduling Committee Chairman.

Exception two: A pilot whose reserve line contains a contiguous block of on-call days that is less than required in **Section 12 M. 8. d. 2)** may further reduce such block of on-call days without regard to **Section 12 M. 8. d. 2)**.

- e. movement of an X-day(s) does not reduce a contiguous block of on-call days between X-day blocks, or between an X-day block and a training day(s), or between an X-day block and a vacation day(s), or between an X-day block and a PD/APD day(s), or

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1 between an X-day block and a day(s) of jury duty to a length that is less than the
2 lesser of the number of days in the longest published rotation in the category or:

- 3 1) three days in a narrowbody category or
- 4 2) four days in a widebody category,

5 Exception one: A widebody category pilot whose category has a published MSL and
6 whose reserve line contains a contiguous block(s) of on-call days equal to or greater
7 than the MSL may not move an X-day if such X-day move would reduce the length
8 of such contiguous block(s) of on-call days to a length that is less than the MSL

9 Note: The terms of **Section 12 M. 8. e. Exception one** may be modified by mutual
10 agreement between the Director – Crew Resources and the MEC Scheduling
11 Committee Chairman.

12 Exception two: A pilot whose reserve line contains a contiguous block of on-call
13 days that is less than stated in **Section 12 M. 8. e.** may further reduce such block of
14 on-call days without regard to **Section 12 M. 8. e.**

15 and

- 16 f. X-day(s) sought to be moved begins at least 72 hours after the award date of the X-
17 day(s) move.

18 Note: During the PBS bid award process, a request to move an X-day into or out of the
19 last six days of the current bid period will not be granted.

- 20 9. A golden day(s) will lose its status as a golden day if it is moved.
- 21 10. A pilot may waive an X-day(s). Such X-day(s) will be forfeited.

22 23 N. Full Service Bank

- 24 1. A pilot's bank will have an account balance that is positive, negative or zero.
- 25 2. A bank balance is subject to the following limits:
 - 26 a. A positive bank balance may not exceed 60 hours.
 - 27 b. A negative bank balance may not exceed 30 hours.
- 28 3. In each bid period:
 - 29 a. a pilot may deposit into their bank account up to 20 hours of credit that is
30 accumulated in excess of 80 hours in such bid period.
 - 31 b. the first five hours of credit a pilot accumulates in excess of 80 hours will be
32 automatically applied against a negative bank balance. Such repayment does not
33 constitute a deposit.
 - 34 c. a deposit will be applied against a negative bank balance.
 - 35 d. a pilot may withdraw all or any portion of their positive bank balance for the purposes
36 set forth in **Section 12 N. 4.**
 - 37 e. a pilot may borrow up to 20 hours of credit from their bank in a bid period for the
38 purposes set forth in **Section 12 N. 4.**
- 39 4. A pilot may withdraw or borrow from their bank account for the following purposes:
 - 40 a. to receive additional credit for pay purposes (up to the lesser of the ALV plus five
41 hours or 82 hours) for the current bid period.
42 Exception: A pilot may not withdraw more than five hours from their bank in a bid
43 period in which the pilot is awarded a GS.
 - 44 b. to purchase up to ten vacation days for use during the subsequent vacation year.
- 45

Section 12 – Hours of Service

- 1 c. to purchase, by mutual agreement, up to ten vacation days for use during the current
2 vacation year.

3 Note: See **Section 7 E. 4.** and **5.** concerning placement of purchased vacation days.

- 4 5. A pilot may not use more than ten purchased vacation days in any vacation year.
- 5 6. Bank credit withdrawn or borrowed by a pilot will be paid at their carry-over rate for the
6 bid period in which such transaction occurs.
- 7 7. Bank transaction requests must be submitted via DBMS under **Section 23 B.**
- 8 8. A bank transaction(s) will be processed at the end of a bid period.
- 9 9. A pilot's bank deposit will be processed before any other bank transaction initiated by the
10 pilot.

11 O. Co-terminal Operations

- 12 1. A pilot who is assigned to a base with co-terminal airports:
 - 13 a. will report to the airport that is the point of origination for the first flight segment of
14 their rotation.
 - 15 b. will be provided parking at the co-terminal airport of their rotation's origination.
 - 16 c. may elect to have their company mail delivered to the co-terminal airport of their
17 choice.
 - 18 d. will not be assigned recovery flying under **Section 23 K. 1.** that originates at a co-
19 terminal airport other than the airport to which the pilot was scheduled to report.
- 20 2. A rotation will begin and end at the same co-terminal airport.
21 Exception: A holiday, transition or reroute rotation or a rotation created after publication
22 of the bid package, may be scheduled to report at one co-terminal airport and end at
23 another co-terminal airport. In such circumstance, the Company will deadhead the pilot
24 by surface transportation to the co-terminal airport of origination. The pilot's release will
25 be extended by the applicable ground travel time specified under **Section 8 B. 3.**
- 26 3. When a pilot ends a duty period within a rotation at a co-terminal airport at their base
27 other than the co-terminal airport from which the rotation originated, the pilot will:
 - 28 a. be provided lodging under **Section 5 E.**
 - 29 b. begin their next duty period at the co-terminal airport of their release.

30 P. Window of Circadian Low (WOCL)

- 31 1. At the time of publication of the bid package:
 - 32 a. if a duty period is scheduled to intrude into a WOCL, it will:
 - 33 1) contain no more than two landings within the WOCL.
 - 34 2) not contain a deadhead or flight segment(s) originating subsequent to a flight
35 segment that intruded into the WOCL (including reroutes).
 - 36 b. for an LAX, SEA, or SLC category, no flight segment will be scheduled with a
37 departure between 0000 and 0500 pilot base time when the departure point is in the
38 Central or Eastern time zone.
- 39 2. An initial line will not contain:
 - 40 a. consecutive duty periods that intrude into the WOCL, unless the intervening break-in-
41 duty:
 - 42 1) is at least 21 hours, or

Section 12 – Hours of Service

- 1 2) includes the period from 0000 to 0759 (pilot acclimated time).
- 2 b. a rotation with more than two duty periods that intrude into a WOCL.
- 3 3. The rules under **Section 12 P. 1.** or **2.** will apply only to non-trans-oceanic operations
- 4 within North America and/or Latin America. Exceptions to such rules may be made with
- 5 the concurrence of the MEC Scheduling Committee Chairman.
- 6 4. A pilot:
- 7 a. will not be scheduled to fly in more than three consecutive WOCLs.
- 8 b. who is scheduled to fly in three consecutive WOCLs will not fly in the subsequent
- 9 two consecutive WOCLs, other than as late operations.
- 10 Exception: A pilot who is scheduled to fly in three consecutive WOCLs and who is
- 11 not scheduled to fly in the fourth consecutive WOCL may be awarded flying in the
- 12 fifth consecutive WOCL if they request such duty.
- 13 5. A pilot will not be scheduled for a deadhead and/or flight segment prior to operating a
- 14 redeye flight segment within the same FDP.
- 15 Exception: This provision does not apply to:
- 16 a. a redeye flight that does not intrude the WOCL if the pilot has not had a break in duty
- 17 outside their base/acclimated time.
- 18 b. an FDP that contains a charter.

Q. DBMS Display

1. The Company will make available to each pilot via DBMS the pilot's block hours flown
- in the:
 - a. previous 672 hours.
 - b. previous six months.
 - c. previous 365 days.
2. The Company will make available to each pilot via DBMS the pilot's FDP hours in the:
 - a. previous 168 hours.
 - b. previous 672 hours.

R. Trip Mix

Each bid period, for non-ocean crossing rotations published for narrowbody aircraft or non-ocean crossing rotations published for the B-767 (all except B-767-400ER)/B-757:

1. the total number of one-day and two-day rotations in the bid package in each category will be no less than 15% collectively of the total number of non-ocean crossing rotations available to bid in such category.
- Exception: This provision does not apply to:
 - a. categories in which the staffing formula requires fewer than 140 pilots in the bid period.
 - b. the A220 and B-717 categories.
2. the total number of five-day rotations in the bid package in each category will be no more than 20% of the total number of non-ocean crossing rotations available to bid in such category.

Exception: The trip mix requirements under **Section 12 R.** do not apply to the June, July and August bid periods.

Section 12 – Hours of Service

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S. Sit Pay

For all time spent between any two consecutive deadhead and/or flight segments within a duty period, a pilot will receive one minute of pay, no credit (in addition to all other pay) for every 2 minutes, measured from the scheduled block-in to block-out times, in excess of 2 hours.

T. Extended Duty Period Pay

For unaugmented duty periods that extend beyond 10 hours, a pilot will receive 1:00 pay, no credit (in addition to all other pay) for every 1:00 of duty time in excess of 10 hours. Such pay will be calculated on the greater of scheduled or actual duty time, prorated on a minute-by-minute basis, for each duty period.

Example:

	A Day	B Day	C Day
Scheduled Block	6:00	4:00	4:00
Duty Period	10:00	11:00	7:00
Duty Period Credit	5:00	5:00	3:30
Extended Duty Period Pay	0:00	1:00	0:00

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Rotation Report: 10:00 Rotation Release: 17:00 TAFB: 55:00

Pay Calculation under **Section 12 L. 2.:**

Rotation Credit: 15:43
Sum of Duty Period Credits: 13:30
ADG: 15:45
Sum of DPM: 06:00
Sum of Flight Time/MCD: 14:00
Rotation as Constructed: 15:45 pay/credit (ADG)

Rotation Pays: 15:45 pay and credit, plus 1:00 pay, no credit (for Extended Duty Period Pay)

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U. Minimum Calendar Day

A pilot will be guaranteed minimum pay and credit of 2:30 for each calendar day of their rotation (including days added as a result of a reroute or late operations).
Exception: The minimum calendar day will not apply to a rotation with an ocean crossing segment.

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 their 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.
- 35 2. A pilot will be eligible to return to active payroll status or to begin training required in
36 order to return to active payroll status within 15 years from the beginning of a medical
37 leave.
- 38 3. A pilot who does not return to active payroll status, or does not begin training required in
39 order to return to active payroll status, within 15 years from the beginning of a medical
40 leave will be removed from the seniority list. A pilot who does not successfully complete
41 such training will not be deemed to have returned to active payroll status for purposes of
42 **Section 13 B.**
- 43 Exception: A pilot on a medical leave who elects to discontinue providing the Company
44 with proof of a disabling condition under **Section 26 K 1. d. Exception,** will be removed
45 from the seniority list after ten years from the beginning of their medical leave.
- 46 Note: For purposes of measuring the ten-year period under **Section 13 B. 3.:**

Section 13 – Leaves of Absence

- 1 a. For a former NWA pilot receiving a Disability Retirement Pension from the NWA
2 Pension Plan, or who receives or received a Disability Retirement Pension that
3 ceases or ceased due to their attainment of age 60, such ten year period will be
4 measured from the pilot's Disability Retirement Date under the NWA Pension Plan
5 (regardless of whether the Disability Retirement Date occurred before or after
6 October 30, 2008),
- 7 b. For a former NWA pilot receiving disability benefits under the NWA LTD Plan,
8 such ten year period will be measured from the pilot's LTD Date under the NWA
9 LTD Plan (regardless of whether the LTD Date occurred before or after October 30,
10 2008), or
- 11 c. For a former NWA pilot on a medical leave on October 30, 2008, or on sick leave
12 on October 30, 2008 leading to a medical leave, such ten year period will be
13 measured from the date the medical leave began.

14 C. Return from Leave

- 15
16
17 1. A pilot who returns to active payroll status after an unpaid leave of less than six months
18 will return to the category the pilot held at the beginning of their leave, unless a pilot
19 senior to such pilot was involuntarily displaced from that category during such leave. If a
20 pilot senior to such pilot was involuntarily displaced from that category during the leave,
21 or the category no longer exists, the pilot will transfer to the category of their choice that
22 their seniority permits the pilot to hold.
- 23 2. A pilot who returns to active payroll status after an unpaid leave of six or more months
24 may:
 - 25 a. return to the category the pilot held at the beginning of the leave.
26 Exception: If a pilot senior to the pilot was involuntarily displaced from that category
27 during their leave, or the category no longer exists, the pilot will transfer to the
28 category of their choice that their seniority permits them to hold, or
 - 29 b. transfer to a category in which there has been an advance entitlement awarded during
30 their leave that their seniority permits them to hold. Upon such transfer, the pilot will
31 incur a training freeze under **Section 22 G**.
- 32 3. A pilot who requires training and who gives Crew Resources at least 30 days advance
33 written notice of the date of the pilot's anticipated return to active payroll status from an
34 unpaid leave of two months or more will be returned to active payroll status upon the
35 conclusion of such leave. A pilot who requires training but has not given such notice,
36 will continue on unpaid leave until the earlier of 1) the date the pilot begins training, or 2)
37 30 days after the pilot provided written notice to Crew Resources of their availability to
38 return to active payroll status. Such training will be scheduled to begin with the earliest
39 training class that has a vacancy.
40 Exception one: This provision will not apply to a pilot who returns from a medical leave
41 of absence during which the pilot is eligible to receive benefits under the D&S Plan
42 (including the NWA LTD Plan). Such pilot will be returned to active payroll status upon
43 presentation of a valid First Class Medical Certificate to their Chief Pilot, unless the pilot
44 is being evaluated under **Section 15**.
45 Exception two: This provision will not apply to a former NWA pilot who returns from
46 retirement after age 60, after receiving a Disability Retirement Pension from the NWA

Section 13 – Leaves of Absence

1 Pension Plan that ceased due to their attainment of age 60. Such pilot will be returned to
2 active payroll status upon presentation of a valid First Class Medical Certificate to their
3 Chief Pilot, unless the pilot is being evaluated under **Section 15**.

- 4 4. An administrative pilot will return to the line under **Section 10 B**.
- 5 5. A pilot who is released from duty for Association business will return to duty under
6 **Section 24 J. 11. – 12**.
- 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 the pilot returns will be placed on a specially created reserve line and,
9 if training is required, such pilot will be trained as soon as possible.

10 11 D. Military Leave

- 12
- 13 1. Upon their 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 their military leave will expire 180 days after their 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 4. Unless it makes the pilot unavailable for Company duty or violates USERRA, a pilot is
29 not restricted from performing military duty while on a layover; while on a day of
30 reserve; before, after or during a rotation; while on a day with an SLI duty period; while
31 in training; or while on any other Company business.

32 Note: A pilot performing such concurrent military duty is not required to notify the
33 Company.

- 34 5. A pilot is not required to notify the Company of military leave on the pilot's scheduled
35 days off.

36 Exception: A pilot will notify the Company of military leave (to include a commute day)
37 on the pilot's scheduled day off when such day off immediately follows a rotation,
38 training day or reserve day.

39 40 E. Legal Duty Leave

- 41
- 42 1. Upon receipt of a summons or subpoena for legal duty, a pilot will immediately notify the
43 Company, and will provide a copy of the summons or subpoena.
- 44 2. A pilot will be placed on legal duty leave to participate in legal duty.
- 45 3. A pilot will be paid and credited:
 - 46 a. 5:15 for each day of scheduled legal duty leave,

Section 13 – Leaves of Absence

b. if awarded:

- 1) a regular line, the scheduled value of each rotation dropped due to unscheduled legal duty leave.
- 2) a reserve line, a reserve pro rata share for each on-call day dropped due to unscheduled legal duty leave.

Exception: A pilot who does not immediately notify the Company under **Section 13 E. 1.** will be placed on unpaid legal duty leave.

4. A pilot who is released from legal duty prior to the end of their legal duty leave period may, upon mutual consent with the Company, be removed from their remaining legal duty leave. Such pilot, if awarded:
 - a. a regular line, will not receive pay or credit for the portion of the legal duty leave from which the pilot is removed.
 - b. a reserve line, will be assigned a specially created reserve line covering the remainder of their legal duty leave.
5. The Company may intervene with the appropriate authorities to seek release from or deferral of legal duty.

Note: A pilot who on their own behalf seeks release from or deferral of legal duty and is granted such release or deferral will request to be removed from their remaining legal duty leave under **Section 13 E. 4.**
6. A pilot subpoenaed as a witness in a legal or administrative proceeding not arising out of their employment will be granted a personal drop to accommodate such appearance.

Note: Upon mutual consent with Crew Scheduling, such pilot, if awarded a reserve line, will be granted a change of X-day(s) to accommodate such appearance.

F. Transfer Leave

1. A pilot who transfers to a different base will, upon request, be granted unpaid transfer leave between their last commitment at their old base and their first commitment at their new base.

Exception: Transfer leave does not apply to a pilot who is entitled to and receives a paid move under **Section 6 B.**
2. The length of transfer leave will be determined by the distance between the bases. A pilot will be afforded one day of transfer leave for every 400 miles, or portion thereof, between bases. Transfer leave will not be less than three days, nor more than seven days.
3. Transfer leave will be designated in either the bid period before the conversion date, or the bid period after the conversion date, as follows:

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

4. The projection and line guarantee of a regular pilot will be reduced by the value of the rotation(s) dropped.

Section 13 – Leaves of Absence

- 1 5. The monthly guarantee of a reserve pilot will be reduced by a reserve pro rata share for
2 each reserve on-call day removed from a pilot's line due to a transfer leave.
3

4 G. Maternity, Bonding, and Parental Leaves

- 5
- 6 1. Upon confirmation by a physician of pregnancy, a pilot will provide their Chief Pilot
7 with an Initial Notification of Pregnancy form signed by their physician confirming
8 pregnancy, indicating an estimated delivery date, and certifying that they are fit to
9 continue flying without restrictions.
- 10 2. If a pregnant pilot wishes to fly past the end of her:
11 a. 26th week of pregnancy, they must submit a 26-Week Pregnancy Update form signed
12 by their physician certifying that they are fit to continue flying without restrictions.
13 b. 32nd week of pregnancy, they must submit a 32-Week Pregnancy Update form signed
14 by their physician and AME certifying that they are fit to continue flying without
15 restrictions.

16 Note: A pilot may submit a reimbursement claim through DBMS for any reasonable
17 expense incurred in obtaining such certification from their AME.

- 18 3. A pilot who provides an Initial Notification of Pregnancy form will be released from duty
19 upon their request. Such pilot will be eligible to use sick leave and unused earned
20 vacation immediately upon their release from duty. Such pilot will be granted an unpaid
21 medical leave upon the earlier of:
22 a. exhaustion of sick leave or, if they elect to use earned vacation after the exhaustion of
23 sick leave, the day after such earned vacation ends, or
24 b. the birth of the child.

25 Exception: A pilot whose available sick leave and/or earned vacation have not been
26 exhausted at the birth of the child may elect to use any such remaining sick leave and/or
27 earned vacation prior to being granted an unpaid medical leave.

- 28 4. A pilot who is released from flight duty on account of pregnancy and has been placed on
29 an unpaid medical leave will be eligible for maternity leave and disability benefits under
30 the D&S Plan, as follows:
31 a. The semi-monthly maternity leave benefit will be equal to one-half of 100% of the
32 pilot's monthly Final Average Earnings as defined in the D&S Plan, beginning on the
33 first day of an unpaid medical leave under *Section 13 G. 3.*, and ending after ten
34 weeks.

35 Note: Eligibility for maternity leave benefits will not extend beyond ten weeks post
36 partum.

- 37
- 38 b. Eligibility for temporary disability benefits will begin at the exhaustion of maternity
39 leave benefits and, if temporary disability benefits are exhausted, long-term disability
40 benefits may begin to the extent provided by the D&S Plan. All disability benefits
41 will end in accordance with the D&S Plan.

42 Note: The period during which a pilot is eligible for maternity leave benefits will run
43 concurrent with, and be applied toward, the 26-week period of temporary disability
44 under the D&S Plan.

- 45 5. A pilot who is on medical leave on account of pregnancy who has not lost their First
46 Class Medical Certificate, but who in the judgment of their physician and the Director –

Section 13 – Leaves of Absence

1 Health Services (or their designee) is medically disabled from performing flight duty, and
2 whose return to active payroll status will be expedited by doing so, will be deemed to
3 have lost their First Class Medical Certificate for purposes of long term disability benefit
4 eligibility under the D&S Plan, for a period not to exceed six months.

- 5 6. A pilot's eligibility for sick leave and/or medical leave on account of pregnancy will
6 expire ten weeks post partum. If any personal medical condition of such pilot, physical
7 or mental, continues to disable them from performing duties as a flight crewmember
8 following this period, additional sick leave will be subject to **Section 14** and/or additional
9 medical leave will be subject to **Section 13 B**.
- 10 7. A pilot on medical leave on account of pregnancy will continue to receive Company paid
11 medical/dental coverage and life insurance for themselves and their eligible family
12 members for the first 30 days of such leave and during any period in which they are
13 receiving benefits under the D&S Plan. A pilot may thereafter continue medical/dental
14 coverage and life insurance at their cost for the duration of such leave.
- 15 8. A pilot on medical leave on account of pregnancy will be responsible for any optional
16 insurance premiums (including, but not limited to, optional additional life insurance,
17 dependents life insurance, accidental death and dismemberment insurance, and voluntary
18 personal insurance).
- 19 9. Return to flight status will be contingent upon medical certification from the pilot's
20 physician of their fitness to return to flight status without restrictions or limitations.

21 10. Bonding Leave

- 22 a. A pilot will be eligible for up to 12 months of unpaid bonding leave following the
23 birth, adoption, guardianship, or fostering of a child subject to **Section 13 G. 10. b**.
- 24 b. Bonding leave must be
25 1) taken as a single, consecutive-day period, and
26 2) completed within 12 months of the birth, adoption, guardianship, or fostering of
27 the child.

28 Exception one: If any portion of a bonding leave of 45 days or less falls one or two
29 days before, on, or one day after the seven days listed below, in order to take bonding
30 leave, the pilot must have first utilized all 12 weeks of FMLA leave or the pilot must
31 be ineligible for FMLA leave under **Section 13 H. 1.**:

- 32 a) New Year's Day
33 b) Super Bowl Sunday
34 c) Memorial Day
35 d) Independence Day
36 e) Labor Day
37 f) Thanksgiving Day
38 g) Christmas Day

39 Exception two: If any portion of a bonding leave of more than 45 days falls one or
40 two days before, on, or one day after the four days listed below, in order to take
41 bonding leave, the pilot must have first utilized all 12 weeks of FMLA leave or the
42 pilot must be ineligible for FMLA leave under **Section 13 H. 1.**:

- 43 a) New Year's Day
44 b) Independence Day
45 c) Thanksgiving Day
46 d) Christmas Day

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1 Exception three: If any portion of a bonding leave does not fall one or two days
2 before, on, or one day after the holidays listed above in Exception one or Exception
3 two, in order take bonding leave, the pilot must have first utilized some amount of
4 FMLA pursuant to **Section 13 H. 2. a. and b.** or be ineligible for FMLA leave under
5 **Section 13 H. 1.**

- 6 c. While on bonding leave, a pilot will be eligible for benefits as follows:
7 1) Medical, dental, and vision benefits, by the timely payment of premium(s) equal
8 to the premium(s) paid by a pilot in active payroll status, for the option(s) the pilot
9 is enrolled in.
10 2) Company-paid basic life insurance.
11 3) Disability benefits and survivor medical, dental, and vision benefits.
12 d. A pilot may elect to use any unused, earned vacation while on bonding leave.

13 11. Parental Leave

- 14 a. A pilot will be granted up to 14 consecutive days of paid parental leave following the
15 birth, adoption, surrogacy, guardianship, or fostering of a child.
16 b. Parental leave
17 1) will begin immediately following maternity leave.
18 2) for a pilot who is not eligible for maternity leave, must be completed within 12
19 months of the birth, adoption, surrogacy, guardianship, or fostering of the child
20 but not to conflict with the period commencing two days before and ending one
21 day after New Year's Day, Independence Day, Thanksgiving Day and Christmas
22 Day (unless the qualifying event falls within the 14 days before or after the
23 holiday).

24 Note: A pilot is not required to exhaust FMLA before taking parental leave.

- 25 c. The pilot will be paid and credited the greater of
26 1) the scheduled value of the rotation(s) missed, or
27 2) the highest value of a vacation day for each day of the parental leave.
28

29 H. FMLA Leave

- 30
31 1. A pilot will be eligible for FMLA leave under the Family and Medical Leave Act if the
32 pilot:
33 a. Has a minimum of 12 months of service,
34 b. Has a FMLA qualifying event under **Section 13 H. 2.**,
35 c. Requests the leave 30 days in advance, if practicable, or otherwise as soon as
36 practicable, and
37 d. Has a minimum of either:
38 1) 504 paid hours, excluding vacation and sick time, during the 12 months
39 immediately preceding the leave, or
40 2) 540 paid hours during the 12 months immediately preceding the leave.
41 2. FMLA qualifying events include:
42 a. Birth of a child and to care for the child.
43 b. Placement of child with the pilot for adoption or foster care and to care for the newly
44 placed child.
45 c. For the pilot's own serious health condition which renders the pilot unable to perform
46 the functions of their job.

Section 13 – Leaves of Absence

- 1 d. To care for the pilot’s spouse, domestic partner, child under the age of 18 (or over the
2 age of 18 if the child has a permanent physical or mental disability that prevents the
3 child from performing three or more activities of daily living under the Americans
4 with Disabilities Act), or parent with a serious health condition.
- 5 e. Qualifying exigency arising out of the fact that a covered family member who is a
6 member of a regular component of the Armed Forces is deployed to a foreign
7 country.
- 8 f. Qualifying exigency arising out of the fact that a covered family member who is a
9 member of the National Guard or Reserves is deployed to a foreign country under a
10 call or order to active duty.
- 11 g. To care for a covered family member who received a serious injury or illness in the
12 line of duty while on active duty in the Armed Forces.
- 13 3. The maximum duration of a FMLA leave is:
 - 14 a. Up to 12 weeks of leave during the applicable rolling 12-month period, for qualifying
15 events under **Section 13 H. 2. a., b., c., d., e., and f.**
 - 16 b. Up to 26 weeks of leave in a single 12-month period to care for a covered service
17 member with a qualifying serious injury or illness, under **Section 13 H. 2. g.** Such 26
18 weeks of leave include the 12 weeks of leave otherwise available under the FMLA.
- 19 4. FMLA leave is unpaid leave, unless the pilot is eligible for other paid leave (e.g.,
20 vacation, sick leave, accident leave).
- 21 5. While on FMLA leave, a pilot will be eligible for benefits as follows:
 - 22 a. Medical, dental and vision benefits, by the timely payment of premium(s) equal to the
23 premium(s) paid by a pilot in active payroll status, for the option(s) such pilot is
24 enrolled in.
 - 25 b. Company-paid basic life insurance.
 - 26 c. Disability benefits and survivor medical, dental, and vision benefits.
- 27 6. A pilot may elect to use any unused, earned vacation while on FMLA leave for the
28 qualifying events under **Section 13 H. 2. a. – c.** A pilot is required to use any unused,
29 earned vacation while on FMLA leave for the qualifying events under **Section 13 H. 2. d.**
30 **– g.**
- 31 7. Notwithstanding any other provision of this **Section 13**, FMLA leave will be granted and
32 administered consistent with the Family and Medical Leave Act of 1993 and the
33 regulations promulgated thereunder.
- 34 8. When a dispute arises over the Company’s interpretation and/or application of state sick
35 or “kin care” laws, the Company and Association will meet to discuss the issue(s) related
36 to the dispute. If the dispute is not resolved, the parties will coordinate to seek an
37 interpretation of the requirements of the law from the appropriate state agency.
38 Note: Nothing in this provision waives a pilot’s, the Company’s, or Association’s right
39 to object to or appeal the state agency’s interpretation. The Company will abide by the
40 interpretation provided by the final administrative, judicial or appellate body of
41 appropriate jurisdiction to issue a decision on the matter.
42
43

Section 13 – Leaves of Absence

I. Death in the Immediate Family

1. Upon notifying the Chief Pilot or their designee, a pilot will be released from duty when a death occurs in the pilot's immediate family. A pilot's "immediate family" includes their:
 - a. spouse,
 - b. children,
 - c. parents,
 - d. parents-in-law,
 - e. grandparents,
 - f. grandchildren,
 - g. siblings,
 - h. stepparents,
 - i. brothers-in-law,
 - j. sisters-in-law,
 - k. sons-in-law,
 - l. daughters-in-law,
 - m. grandparents-in-law,
 - n. stepparents-in-law, and
 - o. any wholly dependent relative residing in the employee's household.
2. Such pilot will be paid and credited as shown on their line for a period of up to four consecutive days beginning with the first duty period or reserve on-call day from which the pilot was released.
3. The remains of a deceased pilot, pilot's spouse, pilot's children, and the pilot's parents may be shipped at Company expense over the lines of the Company.

J. Personal Leave

1. The Company may grant a pilot an unpaid personal leave when operations permit.
2. In addition, the Company may award periods of known personal leave, in category, in seniority order, to eligible pilots in such category as follows:
 - a. A pilot will be eligible to be awarded a period of known personal leave if the pilot:
 - 1) has completed OE,
 - 2) is not a non-consolidated pilot, and
 - 3) is not scheduled to fly or be absent during the period of known personal leave (e.g., vacation, training, military leave, sick leave, or legal duty leave).Note: A pilot who is anticipated by the Company to attend training will be considered to be scheduled for such training for the purposes of **Section 13 J. 2. a. 3)**. Such pilot would not be an eligible pilot under this Section.
 - b. An eligible pilot may bid and be awarded an available period of known personal leave under the following schedule:

1

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

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- c. An award of a period of known personal leave will be revocable only by mutual agreement between the Company and the pilot.
- d. During a period of known personal leave, a pilot will:
 - 1) not be eligible to use sick leave credit hours or accident leave.
 - 2) remain on active payroll status.

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K. FAA Leave

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- 1. A pilot on active payroll status who does not possess a valid First Class Medical Certificate and who is unable to perform their duties while the FAA reviews their application for a First Class Medical Certificate may be eligible for up to 60 consecutive days of FAA leave, if:
 - a. the pilot promptly contacts the DHS and their AME to report the FAA’s pending review of their application for a First Class Medical Certificate and provides the DHS with copies of all information and documents exchanged between the pilot or their AME and the FAA regarding the pending medical review and any receipts or other documentation that shows when information and documents were sent or received,
 - b. at least 15 days from the initial submission of documentation and information requested by the FAA has passed,
 - c. the pilot’s AME has determined that the pilot is qualified to hold a First Class Medical Certificate, and
 - d. the DHS concludes that the pilot and their AME have submitted proper responses to the FAA in a timely manner, and that neither the pilot nor their AME is responsible for any undue delay.
- 2. FAA leave may be exhausted prior to using sick leave.
- 3. While eligible, and to the extent of their available FAA leave:
 - a. a regular pilot will be paid and credited for the scheduled value of their rotation(s) lost due to FAA leave.
 - b. a reserve pilot will be paid and credited a reserve pro rata share for each of their on-call day(s) lost due to FAA leave.
 - c. an unassigned pilot will be paid a pro rata portion of the reserve guarantee for each day of their FAA leave.

Note: A pilot who flies a portion of a rotation, but is unable to fly the entire rotation due to FAA leave, will not be paid and credited more than the pilot would have received had the pilot flown the entire rotation.
- 4. A pilot’s use of FAA leave will cease upon the earlier of:
 - a. 60 consecutive days, or

Section 13 – Leaves of Absence

1 b. upon the pilot’s receipt of a valid First Class Medical Certificate, unless the pilot is
2 being evaluated under **Section 15**.

3 5. If the FAA review concludes that a pilot who has been on FAA leave is not or has not
4 previously been medically qualified to possess a First Class Medical Certificate during
5 the period of FAA leave, any FAA leave used will convert to sick leave, to the extent
6 available, and upon exhaustion of sick leave the pilot would be placed upon a medical
7 leave of absence.

8

9 L. General

10

11 1. While on a leave of absence, a pilot will not engage in:

12 a. aviation employment without prior permission from the Company, or

13 b. business activities adverse to the Company’s interest.

14 2. A pilot on an unpaid leave of absence will be eligible for continued Company
15 medical/dental coverage for the first 30 days of leave. A pilot may thereafter continue
16 medical/dental coverage and life insurance at the pilot’s cost for the duration of the leave,
17 in accordance with procedures established by the Company.

18 Exception: A pilot on known personal leave under **Section 13 J. 2.** will be eligible for
19 continued Company medical/dental, disability, life insurance, and survivor
20 medical/dental coverage throughout the duration of their known personal leave.

21 3. For line construction purposes, the value of an unpaid leave of absence will be 1/30th or
22 1/31st of the ALV for each day of such unpaid leave.

1 SECTION 14

2
3 SICK LEAVE4
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.M.D., or
- 12 e. D.P.M.
- 13 2. "Doctor's certificate" means written verification from a doctor with whom a pilot has a
- 14 bona fide patient relationship, indicating in general terms the nature of the pilot's
- 15 sickness.
- 16 3. "Employment year" means a one-year period beginning on a pilot's employment
- 17 anniversary date.
- 18 4. "Known absence" means a period of unavailability in a subsequent bid period for which a
- 19 pilot is scheduled prior to initial line awards for such bid period (e.g., training, vacation,
- 20 sick, MLOA, ALPA duty) during which a pilot may not be awarded a rotation(s) or on-
- 21 call day(s).
- 22 5. "Known accident leave" means accident leave in the subsequent bid period that is known
- 23 by the pilot before the date for the close of line bidding for such bid period as specified in
- 24 **Section 23 B.**
- 25 Note: A period of 14 or more days of known accident leave will be considered a known
- 26 absence. A period of less than 14 days of known accident leave will be considered a
- 27 known absence at the Company's discretion.
- 28 6. "Known sick leave" means sick leave in the subsequent bid period that is known by the
- 29 pilot before the date for the close of line bidding for such bid period as specified in
- 30 **Section 23 B.**
- 31 Note: A period of 14 or more days of known sick leave will be considered a known
- 32 absence. A period of less than 14 days of known sick leave will be considered a known
- 33 absence at the Company's discretion.
- 34 7. "NWA sick leave bank" means the accumulated sick leave hours of a former NWA pilot
- 35 under the NWA CBA as of the day preceding October 30, 2008 (or, in the case of a NWA
- 36 disabled pilot or inactive NWA pilot, as of the day preceding the applicable date under
- 37 **Section 14 D. 1. d. and e.**).
- 38 8. "Personal drop sick" (PDS) means a personal drop request by a pilot to engage in a
- 39 routine health maintenance procedure, i.e., ordinary preventative care that does not
- 40 disqualify a pilot from performing duties as a flight crewmember. PDS requests will be
- 41 granted at the discretion of the Chief Pilot's Office.
- 42 9. "Pro rata portion of the ALV" means the ALV for a position divided by the number of
- 43 days in a bid period.
- 44 10. "Pro rata portion of the reserve guarantee" means the reserve guarantee for a position
- 45 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. 17**.
- 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 the pilot 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 they call 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 B. Dental Conditions

- 32 1. With respect to dental conditions, a pilot will be deemed to be sick for purposes of sick
33 leave only for periods of absence:
 - 34 a. during which the pilot is hospitalized.
 - 35 b. during which the pilot is taking prescription medication that makes them ineligible for
36 flying status.
 - 37 c. during which the pilot is experiencing oral/facial pain and/or requires immediate
38 dental treatment.
 - 39 d. due to dental surgery requiring a period of recuperation and/or secondary treatments
40 during which a pilot is unable to exercise the privileges of their 1st Class medical.
- 41 2. A pilot will not be deemed sick for purposes of sick leave during absences due to routine
42 or recare appointments.
43
44
45

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 their available accident leave:
 - a. a regular pilot will be paid and credited:
 - 1) for the scheduled value of their rotation(s) lost due to unanticipated accident leave, or
 - 2) the greater of:
 - a) the scheduled value of their rotation(s) awarded for pay purposes under **Section 14 H. 1.**, or
 - b) a pro rata portion of the ALV for each day of their known accident leave.
 - b. a reserve or unassigned pilot will be paid and credited:
 - 1) a reserve pro rata share for each of their on-call day(s) lost due to unanticipated accident leave, or
 - 2) the greater of:
 - a) a reserve pro rata share for each of their 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 their 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 the pilot would have received had they flown the entire rotation.

D. Eligibility for Sick Leave Credit Hours

1. A pilot who:
 - a. has completed their 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 the pilot's number of years of employment plus one.

Section 14 – Sick Leave

- 1 Examples:
2 1) A currently active pilot with an employment date of September 15, 2007 will
3 enter the table on June 1, 2008 as having two years of employment (September
4 15, 2007 to June 1, 2008 – the pilot is in their 1st employment year on June 1st,
5 to which one will be added, providing two years of employment for sick leave
6 credit purposes.
7 2) A currently active pilot with an employment date of July 16, 2001 will enter the
8 table on June 1, 2008 as having eight years of employment (July 16, 2001 to
9 June 1, 2008 – the pilot is in their 7th year of employment on June 1st, to which
10 one will be added, providing for eight years of employment for sick leave credit
11 purposes.
12
13 b. exhausts their sick leave credit hours for any sick leave year, and whose absence due
14 to sickness continues into the subsequent sick leave year, will not be eligible to
15 receive an allotment of sick leave credit hours in a subsequent sick leave year until
16 the pilot reports for a rotation, begins a reserve on-call day, or begins training in the
17 subsequent sick leave year.
18 c. returns to active payroll status following a medical leave of absence under
19 **Section 13 B.** will not be eligible for sick leave credit hours until completion of all
20 training required to return to flight duty, including OE.
21 Note: If such pilot is returning from disability and has exhausted their sick leave
22 credit hours for the current sick leave year, they may elect to transfer up to 50 hours
23 of their allotment from the subsequent sick leave year by making a written request to
24 their Chief Pilot or Pilot Assist within 30 days of their return to active payroll status.
25 Such transferred sick leave credit hours will be deducted from and will not carry over
26 into their allotment for the subsequent sick leave year.
27 d. was an NWA disabled pilot immediately prior to their return to active payroll status,
28 will not be eligible for sick leave credit hours until completion of all training required
29 to return to flight duty, including OE.
30 e. was an NWA inactive pilot immediately prior to their return to active payroll status,
31 will be eligible for sick leave credit hours upon completion of all training required to
32 return to flight duty, including OE. The pilot's NWA sick leave bank balance, if any,
33 will be reduced by the number of sick leave credit hours so credited to them. After
34 this reduction, such pilot's remaining NWA sick leave bank, if any, will be applied as
35 described in **Section 26 N.**
36

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 their 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 **1. a.** in year 2 or a subsequent sick leave year until they report for a rotation, begin a
13 reserve on-call day or begin 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 their rotation(s) lost due to unanticipated sick leave, or
20 2) the greater of:
21 a) the scheduled value of their rotation(s) awarded for pay purposes under
22 **Section 14 H. 1.**, or
23 b) a pro rata portion of the ALV for each day of their 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 their on-call day(s) lost due to unanticipated
26 sick leave, or
27 2) the greater of:
28 a) a reserve pro rata share for each of their 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 their 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 the pilot would
3 have received had such pilot 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 the pilot will be well, may:
- 9 a. rejoin a rotation(s) from which the pilot was removed due to unanticipated sickness
10 when it passes through their 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 their line under **Section 23 E., F., or R.** that conflicts with their
15 period of sick leave and is scheduled to operate after the pilot 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 their
18 sick leave that occurred after the date on which the pilot advised the Company they
19 would be well. Additional pay above the single pay and credit of a rotation necessary
20 to 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, the pilot will not receive sick leave credit hours for any
23 portion of such rotation that conflicts with the period of their 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 their white slip pickup limit.

29 Note: If such pilot's rotation transitions bid periods to a reserve line, their sick leave
30 credit allotment will be replenished for the value of the original rotation on their reserve
31 line and the pilot will return to their reserve line during such day(s).

32 Example One:

- 34 1) Pilot calls in sick for a four-day rotation (A, B, C, and D) with a value of 24
35 hours
 - 36 2) Pilot advises the Company on A day that the pilot will be well for B day
 - 37 3) Pilot is paid 24 hours of sick leave for original rotation
 - 38 4) A day has a value of seven hours and remaining rotation has a value of 17 hours
 - 39 5) On C day, pilot is awarded and flies a three day white slip with a value of 18
40 hours
 - 41 6) 17 hours will be used to replenish the pilot's available sick leave hours
 - 42 7) Pilot receives pay and credit for the remaining one hour of pay due for the white
43 slip rotation
- 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 they 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 they 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 they 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 their reserve guarantee) on C and D days

Section 14 – Sick Leave

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 they will be well on C day
- 5) Pilot is paid 11 hours of sick leave credit for A and B days and their sick leave bank is replenished with 11 hours for C and D days
- 6) Pilot returns to their 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 their 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 they performed services, or living condition(s) peculiar to the country(ies) in which they 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 them 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 their 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 the Company upon becoming aware:
 - a. that, due to sickness, the pilot 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 the pilot is well.
2. Notification to the Company under **Section 14 F. 1. a.** and **c.** will be by automated system either online or by telephone. Information provided by the pilot will be limited to whether the pilot is sick or well.

Note: A pilot is not required to disclose the nature of their sickness to the Company except as may be required under **Section 14 F. 3., 4., 6. b., 6. d., and 14 G.**
3. Subject to **Section 14 F. 6.**, a pilot who has used more than 120 hours of sick leave in the 12 completed bid periods preceding the start of a sick occurrence, other than sick leave

Section 14 – Sick Leave

1 that has been verified under **Section 14 F. 4.**, will be required to verify such occurrence
2 within 21 days of its start by providing to their Chief Pilot or Pilot Leaves a QHCP
3 certificate or, at pilot's option, a doctor's certificate.

- 4 4. When individual circumstances exist that give the Company a good faith basis to inquire
5 regarding the medical reason for a pilot's use of sick leave, such pilot may be required to
6 state the nature of their sickness in general terms to their Chief Pilot. At the time of
7 notification, the pilot will be provided all of the specific reason(s) in support of the
8 Company's good-faith basis inquiry. Following such discussion, the Chief Pilot may:
9 a. consider the current sick occurrence to be verified, or
10 b. require the pilot to verify their sickness by providing a doctor's certificate, provided
11 the pilot has been directed to do so within three calendar days after the start date of
12 the sick occurrence.

13 Note: Such individual circumstances may not be derived solely from the amount of sick
14 leave used by the pilot or the frequency of their sick occurrences.

15 Exception: A pilot who has used 50 or fewer of their available sick leave hours in the
16 previous sick leave year will not be subject to any good-faith inquiry by the Company
17 under **Section 14 F. 4.**

- 18 5. In the event the Company requires a doctor's certificate for verification under **Section 14**
19 **F. 4.**, a pilot may submit a reimbursement claim through the Company designated system
20 for any reasonable expense incurred in obtaining such verification.
- 21 6. A pilot who:
22 a. has used 50 or fewer of their available sick leave hours in each of the previous two
23 sick leave years will be exempt from the provisions of **Section 14 F. 3.**
24 b. provides a doctor's certificate at their expense verifying a sick occurrence for which
25 the pilot has used at least 100 hours of sick leave may, upon their request, not be
26 considered to have used such sick leave hours for purposes of **Section 14 F. 3.**
27 Note: Sick leave hours in a sick occurrence that meet the criteria under **Section 14 F.**
28 **6. b.**, will be counted toward the determination of a pilot's eligibility for the
29 exemption in **Section 14. F. 6. a.**
30 c. returns to active payroll status following a medical leave of absence during which the
31 pilot was eligible for disability benefits under **Section 26 K.** will be considered to
32 have used no sick leave hours in the 12 bid periods immediately preceding their
33 return to active payroll status for purposes of **Section 14 F. 3.**
34 d. has their sick leave bank debited as a result of a fatigue call under **Section 24 AA. 6.**
35 will not be considered to have used such sick leave hours for purposes of **Section 14**
36 **F. 3., 4. Exception, and 6. a.**
37 e. uses sick leave due to sickness from COVID and provides proof of a positive COVID
38 test will not be considered to have used such sick leave hours for purposes of **Section**
39 **14 F. 3., 4. Exception, and 6. a.**
40 f. uses sick leave due to being directed to quarantine or isolate under **Section 14 N.**, or
41 due to sickness as a result of contracting a disease causing a pandemic that has been
42 declared a public health emergency by the U.S. Department of Health & Human
43 Services (or successor U.S. government agency) will not be considered to have used
44 such sick leave hours for purposes of **Section 14 F. 3., 4. Exception, and 6. a.**

Section 14 – Sick Leave

1 G. Medical Release Requirement

2
3 A pilot who is required to verify their 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 their known sick leave or known accident leave will have a sick leave
17 shadow period applied to their line of time for the period of such known sick leave or
18 known accident leave.
- 19 2. exhausts their available sick leave credit hours, and remains unavailable due to sickness,
20 will:
 - 21 a. be removed from their line, if applicable, and
 - 22 b. not be eligible to bid or be awarded a line until the pilot:
 - 23 1) reports that they are able to return to flight duty (at which time they will be placed
24 on a 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 their line until the earlier of confirmation by the
27 pilot that they 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

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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 their location outside the continental limits of the
40 United States at the time of their sickness.
 - 41 b. the complete care of their occupational sickness, and reoccurrences of the same (so
42 long as the pilot remains an employee of the Company), arising from their occupation
43 or due to the living and health conditions peculiar to the countries in which they
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 they return to their base.
8

9 K. Effect on Vacation

- 10
11 1. A pilot who is incapacitated, immobile and confined to a hospital or their home,
12 immediately prior to or while on vacation may be placed on sick leave in lieu of vacation,
13 provided they submit:
 - 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 they 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 they may use an IVD under **Section 7 I.** in
35 such vacation year.
- 36 Exception: When a new category is established any time after January 1 of a calendar
37 year, pilot pay hours for individual pilots in their previous category between January 1
38 and the pilot's conversion date to the new category in that same year will be used for
39 purposes of determining whether the pilot is entitled to additional IVD(s) under **Section**
40 **14 K. 4.**

41 42 L. Early Return From Known Sick Leave or Known Accident Leave

- 43
44 1. A pilot who was awarded a line with known sick leave or known accident leave and who
45 subsequently returns prior to their anticipated date of return will be afforded the option of

Section 14 – Sick Leave

1 receiving pay and credit for the balance of their known sick leave or known accident
2 leave or, if awarded:

- 3 a. a regular line, being assigned a blank regular line covering the balance of their known
4 sick leave or known accident leave. Upon their notification to Crew Scheduling when
5 calling in well, the pilot may request and be assigned a specially created reserve line
6 covering the balance of their originally shown sick or accident leave.
7 b. a reserve line, being assigned a specially created reserve line covering the balance of
8 their originally shown sick or accident leave.

9 2. A pilot who:

10 a. opts to receive pay and credit for the balance of their known sick leave or known
11 accident leave under **Section 14 L. 1.** will be permitted to construct a line from open
12 time available at the time of assignment, without regard to **Section 23 P.** and subject
13 to **Section 14 E. 2.**

14 b. is assigned to a blank regular line under **Section 14 L. 1. a.** will be permitted to
15 construct a line from open time available at the time of assignment, without regard to
16 **Section 23 P.**

17 3. A pilot who is assigned to a:

18 a. specially created reserve line under **Section 14 L. 1.** will be guaranteed pay and credit
19 for no less than a pro rata portion of the reserve guarantee for each day on their
20 specially created reserve line.

21 b. blank regular line under **Section 14 L. 1. a.** will not be guaranteed pay and credit for
22 the value of their originally shown period of sick leave.

23 M. Workers Compensation Benefits

24
25
26 When a pilot is absent from work because of a sickness for which the pilot receives workers
27 compensation payments or payments as provided in the Federal Longshore and Harbor
28 Workers Compensation Act, such payments will offset compensation received by the pilot
29 under **Section 14**, covering the same period of absence, to an equal dollar amount.
30

31 N. Future Health Pandemics

32 Upon a pandemic being declared a public health emergency by the U.S. Department of
33 Health & Human Services (or successor U.S. government agency), sick leave hours may be
34 used by a pilot when directed to quarantine or isolate by the Company or U.S. government
35 health officials due to such pandemic. The pilot will be paid for the time in quarantine or
36 isolation from their sick leave hours consistent with **Section 14 E.**
37

1 SECTION 15

2
3 PHYSICAL EXAMINATIONS4
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 the pilot may not meet the physical standards. The
 - 26 Company will provide the pilot with written notice of such reason.
 - 27 2. A pilot undergoing medical review under this section will give the DHS access to all
 - 28 medical records requested by the DHS.
 - 29 3. The DHS may require a medical evaluation of a pilot holding a valid First Class Medical
 - 30 Certificate. This medical evaluation will be limited to the nature of the First Class
 - 31 Medical physical standard(s) in question.
 - 32 4. The DHS and the ALPA Aeromedical Advisor will confer on the choice of the Company
 - 33 Medical Examiner (CME) prior to sending the pilot for evaluation, if the pilot releases
 - 34 the pertinent information to the ALPA Aeromedical Advisor.
 - 35 5. The DHS will select the CME.
 - 36 6. Medical information provided by the DHS to the CME will be limited to medically
 - 37 relevant information provided by doctors and treating facilities.
 - 38 7. The CME will be instructed to:
 - 39 a. provide the pilot with written notice of their determination, and
 - 40 b. will not report their determination to the FAA pending resolution of any challenge
 - 41 under this section.
 - 42 8. If the CME determines that a pilot does not meet physical standards, the pilot may
 - 43 challenge such determination in the following manner:
 - 44 a. Within 30 days of receipt of the written determination, the pilot may request a review.
 - 45 b. The pilot may choose a qualified medical examiner (PME) to conduct a medical
 - 46 evaluation for the same purpose as the medical evaluation made by the CME.

Section 15 – Physical Examinations

- 1 Employment of the PME will be at the pilot's expense. However, if the neutral
2 medical examiner (NME) later determines that the pilot meets the physical standards,
3 the pilot will, upon presentation to their Chief Pilot of an itemized bill from the PME,
4 be reimbursed for such expense.
- 5 c. A copy of the PME's determination will be furnished to the Company. If the PME
6 concurs with the CME that the pilot does not meet the physical standards there will be
7 no further review.
- 8 d. If the PME does not concur with the CME, the pilot may initiate further review by
9 making a written request to the Senior Vice President-Flight Operations within 30
10 days of the PME's determination. The review will consist of a medical evaluation
11 performed by the NME, preferably a specialist. The NME will be selected by mutual
12 agreement between the CME and the PME. The NME will be advised as to physical
13 standards required to hold a First Class Medical by both the DHS and the ALPA
14 Aeromedical Advisor.
- 15 e. Copies of the NME's determination will be furnished to the Company and the pilot.
16 This determination will be final and binding on the Company and the pilot.
- 17 f. If the NME determines that the pilot meets the physical standards, the expense of
18 employing the NME will be borne entirely by the Company. If the NME determines
19 that the pilot does not meet the physical standards, the expense of employing the
20 NME will be shared equally by the pilot and the Company.
- 21 g. This section will not be construed to deny a pilot their rights to normal FAA and
22 NTSB appeal procedures. This section will not be construed to preclude the
23 Company from requiring a pilot to appeal an FAA medical restriction or
24 disqualification.
- 25 9. The medical review process set forth in this section is the exclusive procedure to
26 determine whether a pilot seeking to return to flight duty meets the physical standards.
- 27 10. The pilot, the Company, the CME, and the NME will complete the evaluation, and any
28 case review process, as expeditiously as possible.
- 29 11. The parties will mutually agree on a letter to send to each medical examiner (CME, PME
30 and NME) explaining the medical review and evaluation process under this section along
31 with a copy of **Section 15**.

32 C. Pay and Credit While Undergoing a Medical Review

- 33 1. A pilot who is removed from flight duty for an evaluation under this section:
34
- 35 a. will be paid and credited as shown on their line for the period after such removal and
36 until the CME's determination.
- 37 b. upon the CME's determination that they meet the physical standards, will be returned
38 to flight duty.
- 39 c. upon the CME's determination that they do not meet the physical standards,
40 1) will cease receiving such pay and credit, and
41 2) will become eligible to use their unused sick leave and/or apply for disability
42 benefits.
- 43 d. upon the NME's determination that they meet the physical standards, will be returned
44 to flight duty, and:
45

Section 15 – Physical Examinations

- 1) if they are then on sick leave, their sick leave will be replenished to the extent of their usage during the evaluation process, or
 - 2) if such pilot exhausted their sick leave during the evaluation process, their sick leave will be replenished to the extent of their usage during such process, and they will be paid and credited a pro rata portion of the ALV for the period beginning on the date their sick leave was exhausted and ending on the date they return to active payroll status. This pay will be offset by disability benefits covering this same period.
 - e. upon the NME's determination that they do not meet the physical standards, will remain eligible to use their unused sick leave, may continue to receive benefits under the D&S Plan or may apply for disability benefits.
2. A pilot seeking to return to active payroll status from disability or medical leave who is being evaluated under this section:
 - a. upon determination by the DHS, CME, or NME that they meet the physical standards, will be returned to active payroll status; and will be paid a pro rata portion of the ALV from the date they presented their First Class Medical Certificate to their Chief Pilot, to the date of their return to active payroll status. This pay will be offset by disability benefits covering this same period.
 - b. upon determination by the NME that they do not meet the physical standards, may continue to receive benefits under the D&S Plan or remain on medical leave.
 3. A pilot seeking to return to flight duty from sick leave, who is being evaluated under this section:
 - a. will be paid and credited as shown on their line, commencing on the date they present themselves to their Chief Pilot to return to flight duty and ending on the date of a DHS or CME determination that they meet the physical standards.
 - b. upon a determination by the DHS or CME that they meet the physical standards, will be returned to flight duty.
 - c. upon the CME's determination that they do not meet the physical standards,
 - 1) will cease receiving such pay and credit, and
 - 2) will become eligible to use their unused sick leave and/or apply for disability benefits.
 - d. upon the NME's determination that they meet the physical standards, will be returned to flight duty, and
 - 1) if such pilot is then on sick leave, their sick leave will be replenished to the extent of their usage during the evaluation process, or
 - 2) if such pilot exhausted their sick leave during the evaluation process, their sick leave will be replenished to the extent of their usage during such process and they will be paid and credited a pro rata portion of the ALV for the period beginning on the date their sick leave was exhausted and ending on the date they return to active payroll status. This pay will be offset by disability benefits covering this same period.
 - e. upon the NME's determination that they do not meet the physical standards, will remain eligible to use their unused sick leave, may continue to receive benefits under the D&S Plan or may apply for disability benefits.

1 SECTION 16

2
3 CREW AUGMENTATION and INTERNATIONAL OPERATIONS4
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 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 pop-up will remind a pilot assigned or awarded a rotation to a
18 MED.
- 19 4. "Ocean crossing" means a flight segment
20 a. across the Atlantic Ocean, or
21 b. across the Pacific Ocean, as follows:
22 1) between the North American continent and the Hawaiian Islands,
23 2) between the Hawaiian Islands and any point west of the 160 degree meridian,
24 3) between the North American continent and a point west of the 160 degree
25 meridian,
26 4) between a Pacific Rim airport and Australia and/or New Zealand,
27 or
28 c. to or from an airport in South America, as follows:
29 1) between the United States and any point further south of the equator than 3
30 degrees, 30 minutes south latitude on the South American continent, and
31 2) any flight segment scheduled for greater than eight hours to, within or from the
32 South American continent,
33 or
34 d. to or from an airport in Europe that crosses latitude 36°N. and/or longitude 45°E.,
35 or
36 e. to or from an airport in Africa, as follows:
37 1) between the United States and any point on the African continent, and
38 2) any flight segment scheduled for greater than eight hours to, within or from the
39 African continent,
40 or
41 f. to or from an airport in Asia on a flight segment scheduled for greater than eight
42 hours to, within or from the Asian continent,
43 or
44 g. across the Arctic Ocean, between the North American continent and the Asian
45 continent.
- 46 5. "Relief Captain" means a Captain who is current in their position and augments a crew.

Section 16 – Crew Augmentation and International Operations

- 1 6. “Relief crew” means a relief Captain and a relief First Officer, collectively.
- 2 7. “Relief First Officer” means a type-rated First Officer who is current in their position and
- 3 augments a crew.
- 4 8. “Rest facility” means an on-board crew rest accommodation for aircraft used on flights
- 5 requiring a relief pilot or relief crew.
- 6 a. “Class 1 rest facility” means a bunk or other surface that allows for a flat sleeping
- 7 position and is located separate from both the flight deck and passenger cabin in an
- 8 area that is temperature-controlled, allows the flightcrew member to control light, and
- 9 provides isolation from noise and disturbance.
- 10 b. “Class 2 rest facility” means a seat in an aircraft cabin that allows for a flat or near
- 11 flat sleeping position, is separated from passengers by a minimum of a curtain to
- 12 provide darkness and some sound mitigation, and is reasonably free from disturbance
- 13 by passengers or flightcrew members.
- 14 c. “Class 3 rest facility” means a seat in an aircraft cabin or flight deck that reclines at
- 15 least 40 degrees and provides leg and foot support.

16 Note one: The FAA will determine the classification of each on-board crew rest

17 accommodation.

18 Note two: In the event of a change to the definition of a rest facility under FAR 117, the

19 parties agree to meet and confer regarding such changes.

20

21 B. Crew Augmentation

22

- 23 1. Subject to the limitations in **Section 12**, the following operations may be augmented:
- 24 a. Ocean crossing operations.
- 25 b. Non-ocean-crossing operations on aircraft specified in **Section 16 C. 1.** and/or **2.**
- 26 2. During operations that require:
- 27 a. one relief pilot, the relief pilot will be a relief First Officer.
- 28 Exception: The relief pilot may be a relief Captain for a flight segment:
- 29 1) that was originally scheduled with a relief First Officer or a relief crew,
- 30 2) that is scheduled to depart from a station other than a pilot base for the aircraft
- 31 in use, and
- 32 3) on which one First Officer has become unavailable and no other qualified First
- 33 Officer is available in sufficient time to avoid:
- 34 a) cancellation,
- 35 b) an intervening break-in-duty for the scheduled crew, or
- 36 c) a delay requiring the assignment of a new pilot(s) to the flight segment.
- 37 Note: A pilot who operates a flight segment(s) under **Section 16 B. 2. a. Exception**
- 38 will receive single pay, no credit (in addition to any other form of pay) for such
- 39 flight segment(s).
- 40 b. more than one relief pilot, a relief crew will be utilized.
- 41 3. A pilot will not serve as an LCP while serving as a relief pilot.
- 42

1 C. On-Board Crew Rest Accommodations

2
3 Any widebody aircraft added to Delta’s fleet on or after January 1, 2020 that is engaged in
4 augmented operations will have a Class 1 rest facility, provided such aircraft can
5 accommodate a Class 1 facility, excluding any aircraft where a Class 1 rest facility cannot be
6 added without reducing the available floor space for customer seating while maintaining
7 Delta interior standards. Any narrowbody aircraft engaged in augmented operations will
8 have a Class 2 rest facility, except for those B-757 aircraft in the fleet as of January 1, 2020.
9 Additional specifics of on-board crew rest accommodations for each aircraft used on flights
10 requiring a relief pilot or relief crew (including MAC flights) are contained in Joint
11 Recommendations or Arbitration Awards attached to the PWA.
12

13 1. On flight segments that require a relief crew, the aircraft will have a Class 1 rest facility
14 that, subject to **Section 16 C. 6.:**

15 a. on the B-767-300ER:

- 16 1) contains two bunk beds and two seats.
17 2) is located:
18 a) aft of the cockpit, and
19 b) in the area below the main deck in the mid portion of the cabin, accessed
20 through a vestibule in the aft portion of the Delta One cabin.

21 Exception: On B-767-300ER aircraft that will be used in MAC operations operated
22 under **Section 12 F. 2. Exception b. Note two** that require a relief crew (in various
23 Delta One cabin configurations as noted below):

- 24 1) Seat 7A, the current B-767-300ER Class 2 rest facility, and seat 7D will be
25 designated as rest facilities on aircraft with nine rows in the Delta One cabin.
26 Seat 5A, the current B-767-300ER Class 2 rest facility, and seat 5D will be
27 designated as rest facilities on aircraft with six rows in the 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 facilities.
30 3) The divider curtains for all crew rest seats above will extend so that each rest
31 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 rest facility under **Section 16 C. 1. a.** when
35 available in MAC operations that require a relief crew.

36 b. on the A-330-900:

- 37 1) is an enclosed pilot rest facility which contains two bunk beds and two seats,
38 2) is located in the mid cabin area, below the main deck in the space occupied by the
39 Lower Deck Mobile Crew Rest+ compartment,
40 3) is separated from the Flight Attendant Rest Facility by walls and a heavy curtain
41 door, and
42 4) includes a changing area for each bunk, separated by a full-length curtain.

43 c. on the A-330-200:

- 44 1) is an enclosed pilot rest facility which contains two bunk beds and two seats.
45 2) is located in the aft cabin area, below the main deck in the space occupied by the
46 bulk cargo bin.

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- 1) includes a changing area for each bunk, separated by a full-length curtain.
 - d. on the A-350:
 - 1) contains two bunk beds and one seat.
 - 2) is located:
 - a) aft of the cockpit,
 - b) in the area above the cabin ceiling, and
 - c) is accessible through a door just aft of the cockpit door.
 - e. on the A-330-300:
 - 1) is an enclosed pilot rest facility which contains two bunk beds and two seats.
 - 2) is installed in a mutually agreed upon location.
 - 3) includes a changing area for each bunk, separated by a full-length curtain.
2. On flight segments that are scheduled to be operated for more than eight hours but not more than 12 hours, block-to-block, the aircraft will have either a Class 1 rest facility under **Section 16 C. 1.**, or a Class 2 rest facility that, subject to **Section 16 C. 6.**,
- a. on the B-767-300ER:
 - 1) is seat 7A on aircraft with nine rows of seats in the Delta One cabin,
 - 2) is seat 5A on aircraft with six rows of seats in the Delta One cabin,
 - 3) is seat 4A on aircraft with Ultra High Density,
 - 4) includes a lumbar support, and
 - 5) includes a divider curtain.
 - b. on the B-767-400:
 - 1) is seat 9A,
 - 2) includes a lumbar support, and
 - 3) includes a divider curtain.

Note: On a B-767-400 flight that requires an additional rest facility for OE/TOE purposes, the additional rest facility will be seat 9D.
 - c. on the A-330-300:
 - 1) is an enclosed pilot rest facility which contains one bunk bed,
 - 2) is located in the mid cabin area, below the main deck in the space occupied by the Lower Deck Mobile Crew Rest compartment,
 - 3) is separated from the Flight Attendant Rest Facility by walls and a heavy curtain door,
 - 4) includes a changing area for the bunk, separated by a full-length curtain, and
 - 5) includes a detachable and storable foam seat back cushion.

Note: On an A-330-300 that requires an additional rest facility for OE/TOE purposes, the additional rest facility will be seat 2A.
- Exception one: On flight segments operated on B-757 aircraft that are scheduled to be operated for more than eight hours but not more than 12 hours, block-to-block, the aircraft will have a Class 3 rest facility that:
- 1) is seat 4A, and
 - 2) includes a removable partition between seats 4A and 4B that will provide additional privacy.
- Exception two: Unless the terms for doing so are otherwise addressed in the PWA or in a separate agreement between the parties, a Class 2 rest facility will not be provided on aircraft in which an agreed upon Class 1 rest facility has been installed.

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Note one: On flights operated on B-757 aircraft that require a Class 3 rest facility, the seat beside the Class 3 rest facility will be the last seat filled in the Delta One cabin and the seat in front of the pilot crew Class 3 rest facility will be the second to last seat filled in the Delta One cabin.

Note two: On flights operated on B-767 or A-330-300 aircraft that require a Class 2 rest facility, the seat behind the Class 2 rest facility will be the last seat filled in the Delta One cabin.

Note three: The Captain of each flight operated on B-757 aircraft that require a Class 3 rest facility will be provided a statement that indicates whether a passenger has been booked in the seat beside the Class 3 rest facility and/or the seat in front the Class 3 rest facility.

Note four: The Captain of each flight operated on B-767 or A-330-300 aircraft that require a Class 2 rest facility will be provided a statement that indicates whether a passenger has been booked in the seat behind the Class 2 rest facility.

Note five: If wireless internet technology is installed for passengers on aircraft covered by **Section 16 C. 1.** and/or **2.**, the Company will arrange complimentary access, if reasonably available, to pilots while on their rest break.

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 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 according to the order (from left to right) listed below:

Aircraft Type	Class 3 Rest Seats
A350	4D/5D/3D
A330-200	2A/3A/2J
A330-300	2A/2J/3A
A330-900	4A/4J/2A
B767-400	4A/2D
B767-300 ER (6 B/C)	5D/3A/3D
B767-300 ER (9 B/C)	5A/7D/5D
B757	4A/4D/3A

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:

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- 1 a. A Crew Rest Optimization Team (the “Team”) will be formed within 14 days of the
2 Company’s decision to either change the terms of **Section 16 C. 1.** and/or **2.**, or begin
3 scheduling operations for more than eight hours, block-to-block, on an aircraft not
4 covered by those paragraphs. The Team will be comprised of three members
5 appointed by the Company and three members appointed by the Association.
6 Association appointed members of the Team will be reimbursed for flight pay loss
7 under **Section 24 J.** The Team’s mission will be to make recommendations on the
8 appropriate crew relief seat or crew rest facility for above-described aircraft.
- 9 b. The Team will have no more than two months to exchange information and ideas,
10 explore alternatives, and make its recommendations. This period may be extended by
11 mutual agreement.
- 12 c. The Team will submit its recommendations (joint and/or separate) to a panel
13 consisting of the MEC Chairman and Delta’s Senior Vice President – Flight
14 Operations. The panel will consider and act on the recommendations within ten days
15 of the submission of the recommendations.
- 16 d. Panel action on recommendations:
 - 17 1) Recommendations approved unanimously by the panel will be implemented as
18 soon as practicable after approval. The implementation process will be initiated
19 within 30 days after approval. Every reasonable effort will be made to implement
20 the recommendations within six months after approval.
 - 21 2) Recommendations unanimously rejected by the panel will not be subject to
22 further review.
 - 23 3) If all recommendations of the Team are rejected by the panel, the Team will
24 reconvene and develop new recommendations within ten days.
 - 25 4) Recommendations may, by unanimous decision of the panel, be referred back to
26 the Team for further study and/or modification and re-submission to the panel.
27 Such modifications and re-submissions will be made by the Team within ten days
28 of the referral. The panel will consider and act on the modifications and re-
29 submissions within ten days.
- 30 e. Recommendations approved by one panel member but not the other will be submitted
31 directly to a Five Member Board for final and binding determination. The
32 Association and the Company will each select two Board members, who should be
33 knowledgeable about the matters at issue. The neutral member will be an arbitrator
34 selected by mutual agreement within ten days of submission. If the parties do not
35 mutually agree, an arbitrator will be selected in the usual manner employed by the
36 parties. The Board will have jurisdiction to accept the final offer of either the
37 Company or the Association on the appropriate crew relief seat or facility. The Board
38 proceedings will be governed by **Section 19.** The Team will provide the Board, the
39 Company and the Association access to all the applicable costing, engineering, and
40 other information reviewed during the period they prepared their recommendations,
41 including complete vendor proposals. The Board’s award will be issued within 30
42 days of the date the issue was submitted to the Board for its decision.
- 43 f. Once determined under **Section 16 C. 4.**, the location, dimensions, and other
44 specifications of the pilot relief seat or crew rest facility, as appropriate, will be
45 incorporated into **Section 16 C. 1.** or **2.**, as applicable.

Section 16 – Crew Augmentation and International Operations

- 1 5. During the time between the date of signing of the PWA and the date of actual
2 installation of crew rest facilities determined under **Section 16 C. 4.** on such
3 aircraft flight segments that require a:
 - 4 a. relief pilot, a dedicated Delta One seat will be provided.
 - 5 b. relief crew, the following will be provided:
 - 6 1) horizontal bunks.
 - 7 2) an area appropriate for changing clothes.
 - 8 3) a dedicated Delta One seat for all takeoffs and landings.
 - 9 6. In the event that the crew rest facility or pilot relief seat does not meet the requirements
10 of **Section 16 C. 1.** or **2.** for an operation in which such crew rest facility or pilot relief
11 seat is required, the Minimum Equipment List (MEL) provided for the applicable aircraft
12 may be used. A pilot who operates a flight segment on an aircraft on which a
13 maintenance discrepancy, as defined in the relevant MEL, has caused a crew rest facility
14 or pilot rest seat to be downgraded in class (e.g., from a Class 1 or 2 rest facility to a
15 Class 3 rest facility) will receive single pay, no credit (in addition to any other form of
16 pay for the rotation) for:
 - 17 a. one-third of such flight segment if the crew is augmented with a relief pilot.
 - 18 b. one-half of such flight segment if the crew is augmented with a relief crew.
- 19 Exception: Such additional pay will not be due:
- 20 a) until three days have passed, starting from the time the crew rest facility or relief
21 seat is downgraded and deferred, or
 - 22 b) if the crew rest facility or pilot rest seat has been downgraded to the same class of
23 rest facility for which the flight segment was originally scheduled, as published in
24 the bid package.

25 D. Worker's Compensation Benefits

26 A pilot will be provided worker's compensation benefits in amounts not less than those
27 prescribed in the Longshoremen's and Harbor Worker's Compensation Act, as amended, or
28 the Worker's Compensation Law of the state having jurisdiction, whichever Act provides the
29 higher benefits. The monetary benefits so paid will be in addition to any monetary benefits
30 paid under **Section 16 E.** and **F.**

31 E. Missing Pilots

- 32 1. A pilot will be paid no less than their reserve guarantee if, while engaged in international
33 operations, the pilot:
 - 34 a. becomes missing,
 - 35 b. is held as a prisoner or hostage of war, or
 - 36 c. is held for any reason in the performance of their required flight or ground duties.
- 37 2. Such pay will continue until the earlier of the following:
 - 38 a. 24 months after the pilot's disappearance,
 - 39 b. the pilot's death, or
 - 40 c. the establishment of a reasonable presumption of the pilot's death.
- 41 3. A missing pilot will maintain and continue to accrue seniority and longevity.
- 42 4. The Company will pay or cause to be paid the death benefits under **Section 16 D.**, if:
43
44
45
46

Section 16 – Crew Augmentation and International Operations

- 1 a. after 24 months,
 - 2 1) the pilot remains missing, and
 - 3 2) the pilot’s whereabouts remain unknown,
 - 4 or
- 5 b. the pilot’s death is established.

7 F. Benefit Assignments

- 9 1. The monthly compensation allowance under **Section 16 D.** and **E.** due a pilot who is
10 missing will be:
 - 11 a. credited to the pilot, and
 - 12 b. disbursed by the Company in accordance with direction provided by the pilot during
13 the annual Benefits Open Enrollment period.
- 14 2. For any compensation due under this provision, a pilot will be afforded the opportunity
15 during the annual Open Enrollment process to:
 - 16 a. designate a primary beneficiary,
 - 17 b. designate secondary beneficiaries, and
 - 18 c. stipulate monetary or percentage allocations.

19 Note: A pilot may update their preferences between Open Enrollment periods by
20 contacting the Employee Service Center.
- 21 3. Any payments due to a pilot under **Section 16** which are not covered by the benefits
22 assignments under **Section 16 F. 2.** will be held by the Company for such pilot and, in the
23 event of their death, will be paid to the legal representative of their estate.

25 G. Foreign Pilot Base

27 Prior to establishing a foreign pilot base, written notice will be sent to the Association in
28 accordance with Section 6, Title II of the Railway Labor Act for the purpose of determining
29 what, if any, foreign station allowance is appropriate. For purposes of determining a foreign
30 station allowance, Hawaii is excluded.

32 H. Document Requirements

- 34 1. If required by the Company, a pilot will have a valid passport and visa(s) in the pilot’s
35 possession prior to departing on their rotation. The passport and required visa(s) will be
36 renewed in sufficient time to preclude a lapse of validity.
- 37 2. Unless passport and required visa(s) are valid, and correctly documented in DBMS, a
38 pilot will not be:
 - 39 a. awarded a line,
 - 40 b. eligible for a swap, yellow slip, white slip or GS, or
 - 41 c. paid or credited for any rotation or guarantee.

42 Exception: The Managing Director – Flying Operations or Director – Line Operations
43 may waive these requirements if the pilot is involved in an extraordinary situation.

Section 16 – Crew Augmentation and International Operations

I. International Health Care

1. The Company will maintain a health care protocol at each station outside the United States that provides for the expeditious treatment of pilots who are injured or become ill while abroad in the service of the Company and require acute care. Such protocol will include the involvement of English speaking physicians and a method of payment that does not require a pilot to pay for health care prior to treatment.
2. A pilot who receives an initial award to a position in a category that operates to a MED will be provided an opportunity during qualification training to complete a Company-provided malaria medication assessment. Malaria medication will be a covered expense under a pilot's medical plan (Delta Health Plan, DPMP or Delta Pilots High Deductible Health Plan). The Company will reimburse a pilot for any out-of-pocket charges or copays for malaria medication through the DBMS expense reimbursement program.

J. Crew Luggage

During international operations, to the extent permitted by law or regulation, the Company will permit a pilot, while an operating crewmember, to gate check their luggage. During international operations utilizing B-767-300ER, B-767-400ER, or B-757, A-350, and A-330 aircraft with an international seating configuration, a pilot (or two pilots on flights with a relief crew) will be provided an area on board an aircraft for storage of one piece of their luggage (dimensions not to exceed 9" x 14" x 27") that is secure and inaccessible by passengers.

K. International Flying Optimization Team

1. The Company will notify the Association when it begins consideration of new routes to international destinations that:
 - a. potentially involve flights scheduled for over twelve hours, or
 - b. involve scheduled operations in areas where the Company has not conducted operations (i.e., new city pairs).Note one: To allow adequate consideration of these changes, no operations listed above should occur earlier than 150 days after such notification.
Note two: This is not intended to apply to charter operations.
2. An International Flying Optimization Team (IFOT) will be formed within 14 days of the Company's notification to the Association of its intent to conduct operations under **Section 16 K. 1**. The IFOT will be comprised of three members appointed by the Company and three members appointed by the Association. The IFOT's mission will be to make recommendations on how best to conduct the new operation(s) as well as any PWA changes that may be necessary to conduct the new operation(s).
3. The IFOT will convene for a period not to exceed 60 days to exchange information and ideas, explore alternatives, and make its recommendations. This period may be extended by mutual agreement. The IFOT will be provided information on the new routes or operations for their consideration. This information will include, but not be limited to, flight plans, hotels, transportation, duty periods, rotations, aircraft limitations, bilateral

Section 16 – Crew Augmentation and International Operations

- 1 agreements, Company communications with the FAA concerning subject routes, health
2 requirements, etc.
- 3 4. The IFOT will submit its recommendations (joint and/or separate) to each Negotiating
4 Committee. Within ten days of the submission of the IFOT recommendations, the
5 Committees will meet to consider such recommendations. If required, further
6 negotiations will be conducted in a prompt manner by both parties with the intent to
7 conclude the negotiations within 30 days of the report by the IFOT to the Negotiating
8 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 their regular salary.

20 Exception: This provision does not apply to *Sections 18* and *19*.

1 SECTION 18

2
3 GRIEVANCES4
5 A. Definitions

- 6
- 7 1. "Board" means the Delta Pilots' System Board of Adjustment.
 - 8 2. "Business day" means each day from Monday through Friday, except for Company
 - 9 holidays.
 - 10 3. "Day" means calendar day.
 - 11 4. "Hearing officer" means a Company-designated senior Flight Operations official holding
 - 12 a title with the Company of Regional Director, or above.
 - 13 Note: The hearing officer must be vested with the necessary authority to decide the
 - 14 dispute or matter before them. A Regional Director who has previously heard a dispute
 - 15 under **Section 18 B. 1.** or participated in the investigation of an alleged incident or
 - 16 problem under **Section 18 C. 1.**, may not then serve as the hearing officer for such
 - 17 dispute or matter.
 - 18

19 B. Non-Disciplinary Grievances

20
21 A pilot or group of pilots who have a dispute concerning any action of the Company
22 affecting them (except matters involving discipline and discharge) will be entitled to have
23 such dispute considered in accordance with the following:

- 24 1. Pre-Grievance
 - 25 a. The pilot(s) and/or an ALPA representative will contact the Base Chief Pilot, or their
 - 26 designee, when a dispute arises.
 - 27 Exception: The MEC Chairman or their designee will contact the Managing Director –
 - 28 Labor Relations, or their designee, in lieu of contacting the Base Chief Pilot when a
 - 29 dispute arises that may become the subject of an MEC grievance.
 - 30 b. The Company and the ALPA representative and/or the pilot will assemble the facts
 - 31 and make an effort to promptly resolve the dispute. If there has been no resolution to
 - 32 the dispute after 30 days, it may proceed to the next step under **Section 18 B. 2.**
- 33 2. Grievance
 - 34 a. If the dispute is not resolved under **Section 18 B. 1.**, the pilot(s) or the MEC Contract
 - 35 Administration Committee Chairman may, within 120 days of the incident or
 - 36 occurrence giving rise to the dispute, file a grievance in the form of a written request
 - 37 for a hearing to the Senior Vice President - Flight Operations. The request will
 - 38 include a statement of all known facts (e.g., names, dates, rotation numbers) and a
 - 39 description of the relief sought.
 - 40 Exception one: The 120-day limit does not apply to claims for adjustment arising out
 - 41 of bookkeeping errors.
 - 42 Exception two: The 120-day limit will be tolled during the pre-grievance step under
 - 43 **Section 18 B. 1.**
 - 44 b. A hearing will be held before a hearing officer, or their designee, in the office of the
 - 45 Base Chief Pilot within 20 business days of receipt of the grievance.

Section 18 - Grievances

1 c. The hearing officer, or their designee, will issue a written decision within 15 business
2 days of the close of the hearing.

3 d. The Company will issue all hearing notices and decisions to the grievant(s) in
4 writing. In all cases, copies will be sent to the MEC Contract Administration
5 Committee Chairman.

6 3. Appeal to the Board

7 If the grievance is not resolved under **Section 18 B. 1.** or **2.**, the Association may appeal
8 the decision of the hearing officer to the Board, provided:

9 a. the appeal is made within 30 business days of the grievant(s)' receipt of the written
10 decision of the hearing officer, and

11 b. the submission to the Board conforms with **Section 19 D.**

12 C. Discipline/Discharge Grievances

13 1. Pre-Discipline/Discharge

14 Before disciplining/discharging a pilot, the Company will comply with the following
15 procedures:

16 a. The Company may hold a pilot out of service with pay during the investigation of the
17 alleged incident or problem.

18 b. The Base Chief Pilot, or their designee, will provide written notification prior to any
19 discussion or interview with the pilot regarding the alleged incident or problem. The
20 written notification will also:

21 1) describe all matters that will be the subject of such discussion or interview, and

22 2) advise the pilot that they are entitled to contact their ALPA representative and has
23 the right to have ALPA representation present during any such investigatory
24 discussion.

25 A copy of such written notification will be sent to the MEC Contract Administration
26 Committee Chairman.

27 c. Following the completion of the investigation, the pilot will be given written
28 notification of the precise charge(s) and the discipline to be imposed. The written
29 notification will advise the pilot that they are entitled to contact their ALPA
30 representative. A copy of such written notification will be sent to the MEC Contract
31 Administration Committee Chairman.

32 d. The pilot will be given the opportunity to acknowledge receipt of such written
33 notification.

34 e. The discharge of a pilot will be conducted in person by a representative of the Senior
35 Vice President - Flight Operations, provided the pilot makes themselves reasonably
36 available. If the pilot is not reasonably available, a letter of discharge will be mailed
37 by registered letter-return receipt requested to their mailing address listed in DBMS.
38 A copy of such letter will be sent to the MEC Contract Administration Committee
39 Chairman.

40 f. A pilot will not be disciplined/discharged prior to an initial hearing, provided the pilot
41 makes a written request for a hearing under **Section 18 C. 2.**

Section 18 - Grievances

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 their choice or an ALPA representative at the initial hearing.
- f. The Company will issue a written decision to the grievant within seven business days of the initial hearing. Copies will be furnished to the MEC Contract Administration Committee Chairman.

3. Appeal to the Board

If the grievance is not resolved under **Section 18 C. 2.**, the Association may appeal the Company's written decision to the Chairman of the Board provided the appeal:

- a. conforms with **Section 19 D.**,
- b. is copied to the Senior Vice President – Flight Operations, and
- c. is made within 15 business days of receipt of the written decision by the pilot, or the MEC Contract Administration Committee Chairman, whichever is later.

D. General

1. A pilot who has completed probation will not be disciplined/discharged without just cause.
2. A probationary pilot who has completed their IOE will not be disciplined /discharged without a rational basis (i.e., in an arbitrary or capricious manner). A probationary pilot who has not completed their IOE may be disciplined /discharged for any reason without recourse to **Sections 18** or **19**.
3. If a written decision of the Company at any step of the grievance procedure is not appealed by the affected pilot(s) within the time limits in **Section 18**, or any mutually agreed extension, the Company's decision will become final and binding.
4. If a hearing or written decision of the Company is not provided within the time limits in **Section 18**, or any mutually agreed extension, the pilot(s) may appeal the grievance to the next step in the grievance procedure.
5. Time limits in this section may be extended by agreement between the Company and the affected pilot(s) or the Association. Written confirmation of such agreement must be received before the end of the business day following the day in which such agreement has been reached.
6. The personnel record of a pilot whose discipline/discharge dispute has been resolved under **Section 18** will reflect the agreed upon resolution of the matter.

Section 18 - Grievances

1 E. Critical Items

- 2
- 3 1. A pilot will be furnished with copies of all items placed in their file pertaining to them
- 4 that may be of a critical nature. They will be given the opportunity to acknowledge
- 5 receipt and to make a responsive statement. Such responsive statement will be placed in
- 6 the pilot's personnel file. A pilot may also file a grievance challenging any such item in
- 7 their file. Items within their file that a pilot is not given an opportunity to acknowledge
- 8 may not be used against them in an investigation or discipline/discharge case.
- 9 2. Upon reasonable advance request and during normal office hours, a pilot will be allowed
- 10 to review any Company files pertaining to them and/or be provided all information in
- 11 such files including, but not limited to:
- 12 a. their personnel file, and
- 13 b. records maintained in accordance with FARs.
- 14 3. Upon the pilot's request, all items of a critical nature that they have not been given the
- 15 opportunity to acknowledge, will be removed from their file, and will not be used in any
- 16 future disciplinary proceeding (including a System Board of Adjustment proceeding).
- 17 4. Prior discipline and/or correspondence of a critical nature will not be admissible at a
- 18 Board hearing involving subsequent discipline provided:
- 19 a. the prior discipline consisted of a warning, reprimand or suspension of less than 30
- 20 days, and
- 21 b. it has been two years (excluding periods of furlough or unpaid leave in excess of 60
- 22 cumulative days) since the issuance of the prior discipline without the pilot being
- 23 disciplined in any manner.
- 24

25 F. Compensation, Insurance and Sick Leave

- 26
- 27 1. A pilot who is held out of service with pay during a disciplinary/discharge investigation
- 28 will be eligible for insurance benefits and sick leave.
- 29 2. A pilot who is suspended without pay for 60 days or less will be eligible for medical and
- 30 dental benefits and basic life insurance under **Section 25**.
- 31 3. A pilot who is suspended without pay for more than 60 days may continue medical
- 32 insurance benefits during the period of suspension in excess of 60 days at their expense
- 33 under **Section 25 B. 2.** or **3.**

1 SECTION 19

2
3 SYSTEM BOARD OF ADJUSTMENT4
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 they:
-
- 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

39 D. Jurisdiction

- 40
-
- 41 1. The Board will have jurisdiction over disputes growing out of grievances or out of the
-
- 42 interpretation or application of any of the terms of the PWA.
-
- 43 Exception one: The Board's jurisdiction will not extend to changes in rates of pay, work
-
- 44 rules or working conditions covered by the PWA.
-
- 45 Exception two: The Board's jurisdiction will not extend to disputes arising out of
-
- 46
- Section 1 L. 1.***

Section 19 – System Board of Adjustment

- 1 2. The Board will consider any dispute properly submitted to it by the President of the
2 Association or by the Senior Vice President - Flight Operations provided that the dispute
3 has not previously been settled.
- 4 3. The Board will not consider any dispute submitted by the President of the Association
5 unless it has been handled under *Section 18*.
- 6 4. If an unresolved dispute is not heard by the Board within 24 months of the earliest date
7 the dispute may be submitted to it, the Company's prior decision will be final and
8 binding.
9 Exception: The postponement of a scheduled hearing due to the unavailability of the
10 neutral member or Company representatives will toll the 24-month limit.
- 11 5. Upon a finding by the Board in the dispute before it, that the Company repeatedly or
12 intentionally violated a previous decision of the Board which held that the Company
13 breached its contractual obligation(s) on the same or a substantially similar issue(s), the
14 Board may order the Company to pay the full cost of the neutral member's and court
15 reporter's fees and expenses and the expenses (including flight pay loss, hotel, per diem)
16 of the Association Board Members, grievant(s) and witnesses in the dispute before it.
- 17 6. Upon a finding by the Board in the dispute before it, that the Association has submitted a
18 frivolous grievance, the Board may order the Association to pay the full cost of the
19 neutral member's and court reporter's fees and expenses and the expenses (including time
20 loss, hotel, per diem) of the Company Board Members and witnesses in the dispute
21 before it.

22 23 E. Submission of Disputes

- 24
25 1. Disputes will be referred to the Board by the filing of a submission with the Company's
26 Managing Director – Labor Relations and the Association's MEC Contract
27 Administration Committee Chairman.
- 28 2. The submission will include:
29 a. the question(s) at issue,
30 b. a statement of facts,
31 c. the position of the pilot(s) and the relief sought, and
32 d. the position of the Company.

33 34 F. Deadlock - Four Member Board

- 35
36 1. A deadlock of a Four Member Board will exist in any dispute if:
37 a. two members of the Board declare a deadlock, or
38 b. the Board does not reach a decision within 60 days (30 days in a discipline/discharge
39 dispute) of the conclusion of the hearing.
- 40 2. The Chairman will notify the other Board Members, the Association's MEC Contract
41 Administration Committee Chairman and the Company's Managing Director - Labor
42 Relations, in writing, of the fact that a deadlock exists.

43
44

1 G. Scheduling and Procedures

2
3 1. Scheduling - Four Member Board

4 a. Unless otherwise agreed, hearings before the Four Member Board will be conducted
5 on the third Wednesday and Thursday of each month in the city where the General
6 Offices of Delta Air Lines, Inc. are maintained.

7 Exception one: The November and December hearings will be held on the second
8 Wednesday and Thursday of those months.

9 Exception two: A dispute that is expected to take more than two days to hear will be
10 scheduled for a hearing of sufficient length.

11 Exception three: The monthly hearings may be shorter than two days if the caseload
12 warrants.

13 b. A discipline/discharge dispute will be heard at the first monthly hearing of the Four
14 Member Board that is at least 30 days after the date of the filing of the submission.
15 Exception: A discharge dispute will proceed directly to a Five Member Board if such
16 request is made by the Association in its submission to the Board.

17 c. A non-disciplinary dispute will be jointly scheduled for hearing before the Four
18 Member Board by the parties. The parties will provide written notice to each other of
19 the specific dispute(s) each party wishes to be heard, at least 45 days in advance of
20 the regularly scheduled monthly hearing. Such hearing schedule will be finalized at
21 least 30 days in advance of the monthly hearing.

22 d. Unless otherwise agreed in writing, Company and Association representatives will
23 meet on the first Wednesday of each month to attempt resolution of the disputes
24 scheduled for the next monthly hearing. Such representatives will come to this
25 meeting with knowledge of the facts and circumstances of the dispute and authority to
26 settle the dispute.

27 2. Scheduling - Five Member Board

28 a. The parties will establish and maintain a standing list of 11 neutral members to serve
29 on a Five Member Board in the event of a deadlock of a Four Member Board.

30 b. The parties will mutually select a neutral member from the standing list. If the parties
31 are unable to agree upon a neutral member, they will utilize the alternate strike-off
32 method. The parties will alternately strike first in successive disputes.

33 c. Following a deadlock or the filing of a submission directly to the Five Member Board
34 under **Section 19 G. 1. b.**, the party desiring to schedule the dispute for hearing will
35 make a written request to the other party that a neutral member be selected. Within
36 30 days of receipt of the request, the parties will select a neutral member and within
37 60 days of receipt of the request the parties will schedule the hearing date(s). The
38 hearing will be scheduled as soon as possible, depending upon the neutral member's
39 availability.

40 d. If the neutral member is not available within six months of the deadlock or the filing
41 of a submission to the Board under **Section 19 G. 1. b.**, the parties will select another
42 neutral member.

43 3. Procedures

44 a. A pilot may be represented at a Board hearing by any person(s) they select. The
45 Company may be represented by any person(s) it selects. Evidence may be presented
46 either orally, in writing or both.

Section 19 – System Board of Adjustment

- 1 b. On or before 1200E on the business day before a Four or Five Member Board
2 hearing, Company and Association attorneys will:
 - 3 1) exchange documents expected to be introduced into evidence, and
 - 4 2) inform each other of expected motions.
- 5 c. The Board will summon any witness employed by the Company or the Association at
6 the request of a majority of the Board members appointed to decide the dispute or an
7 Association or Company attorney. The number of witnesses summoned at any one
8 time will not be greater than the number that can be spared from the operation of the
9 Company or the Association.
- 10 d. Decisions of the Board will be made by majority vote, and will be final and binding
11 upon the parties.
- 12 e. The Chairman will have a vote in all actions taken and will preside at all meetings
13 and hearings of the Board.
- 14 f. The parties will conduct at least one and up to two Five Member Board hearings in a
15 month that have been scheduled under **Section 19 G. 2.**
- 16 g. Except as provided in **Section 19 D. 4.** and **5.**, the cost of the reasonable expenses and
17 compensation of the neutral member will be shared equally by the Association and
18 the Company.
- 19 h. Certified Transcripts
 - 20 1) Either party may make a certified transcript of a Four Member System Board
21 hearing, provided that a copy of such transcript is furnished to the other party
22 upon request, in which case the cost will be borne equally by the parties.
 - 23 2) A certified transcript will be made of a Five Member Board hearing with the cost
24 of such transcript borne equally by the parties.

26 H. General

- 27
- 28 1. Nothing herein will be construed to limit, restrict or abridge the rights or privileges
29 accorded either to the pilots or to the Company, or to their duly accredited representatives
30 under the provisions of the Railway Labor Act, as amended.
- 31 2. The Company and the Association will each maintain a complete record of all matters
32 submitted to the Board and of all findings and decisions.
- 33 3. Except as provided in **Section 19 D. 4.** and **5.**, each party will assume the costs of the
34 compensation and expenses of its appointed Board members and summoned witnesses.
35 Board members and grievants will be provided positive space passes to attend meetings
36 and hearings of the Board.
- 37 4. Expenses of the Board that are jointly authorized by the Chairman and the Vice Chairman
38 will be shared equally by the Association and the Company.
- 39 5. Board members will be released from duty to attend hearings of the Board and meetings
40 of the Board and, when jointly authorized by the Chairman and Vice Chairman, to
41 perform other Board duties.
- 42 6. A Board member will be free to discharge their duty in an independent manner, without
43 fear that their individual relations with the Company, the Association or their employees
44 may be affected in any manner or by any action taken by them in good faith.

Section 19 – System Board of Adjustment

- 1 7. A witness will be free to testify without fear that their individual relations with the
2 Company, the Association or their employees may be affected in any manner by their
3 testimony in good faith.
- 4 8. The Board will have the authority for the administration and interpretation of **Section 19**.
- 5 9. The time limits specified in **Section 19** may be extended by agreement between the
6 parties. Written confirmation of such agreement must be received before the end of the
7 business day following the day in which such agreement has been reached.

1 SECTION 20

2
3 SENIORITY4
5 A. Definitions

- 6
-
- 7 1. "Seniority" means a pilot's number on the seniority list.
-
- 8 2. "Seniority date" means the date of a pilot's seniority as shown on the seniority list.
-
- 9 3. "Seniority list" means the Delta Air Lines Pilots' system seniority list.
-
- 10 4. "Sufficient qualifications" means the requirements imposed by law and this PWA to
-
- 11 enter training or serve as a pilot for Delta Air Lines, Inc.
-
- 12

13 B. Accrual and Retention

- 14
-
- 15 1. A pilot will accrue and retain seniority until the earlier of their termination, resignation,
-
- 16 retirement, death or attainment of the latest age under Part 121 of the FARs or other
-
- 17 applicable statutes that they can serve as a PIC or SIC, at which time they will be
-
- 18 removed from the seniority list. A pilot will also cease accruing and retaining seniority
-
- 19 on the date they are removed from the seniority list under
- Section 13 B. 3.**
-
- 20 Exception: A NWA disabled pilot who receives disability retirement pension benefits
-
- 21 from the NWA Pension Plan until attainment of age 60 on or after December 13, 2007
-
- 22 will not fail to continue to accrue and retain seniority (until the earlier of FAA mandatory
-
- 23 retirement age or expiration of the applicable period in
- Section 13 B. 3.**
-) solely on
-
- 24 account of their commencement of normal retirement benefits at age 60 or older from the
-
- 25 NWA Pension Plan or the NWA Excess Plan.
-
- 26 2. Seniority numbers will be assigned to individuals on the first day of their new-hire
-
- 27 training in the following order:
-
- 28 a. Company transferees will be assigned the lowest seniority numbers within the class,
-
- 29 in order of their most recent date of employment with the Company, then
-
- 30 b. New-hires will be assigned seniority numbers on the basis of the last four digits of
-
- 31 each individual's social security number. Individuals with the higher numbers will be
-
- 32 assigned the lowest seniority numbers.
-
- 33 Note: New-hires with identical last four digits of their social security numbers, and
-
- 34 transferees with identical employment dates, will determine their relative placement by
-
- 35 drawing numbers.
-
- 36

37 C. Rights

- 38
-
- 39 1. Among pilots with sufficient qualifications, seniority will govern:
-
- 40 a. promotion and demotion,
-
- 41 b. awarding of vacancies and displacements,
-
- 42 Note: For purposes of the awarding of a vacancy via an AE to a Captain category, the
-
- 43 term "sufficient qualifications" will not include the hourly flight requirements
-
- 44 imposed by FAR 121.436, as amended from time to time.
-
- 45 c. assignment or reassignment due to expansion or reduction of schedules,
-
- 46 d. retention in case of furlough, and

Section 20 - Seniority

- 1 e. recall from furlough.
- 2 2. A pilot who is denied a position for lack of sufficient qualifications will immediately be
- 3 furnished with written notice detailing the specific deficiencies.
- 4

D. Seniority List

- 5
- 6
- 7 1. The seniority list contains the names of all active and inactive pilots in order of their
- 8 seniority numbers.
- 9 2. Each month, the seniority list will be:
- 10 a. updated,
- 11 b. posted on the Flight Operations website, and
- 12 c. provided to the Association in an electronic format for posting on the Delta MEC
- 13 website.
- 14 3. If a pilot's date of employment with the Company as a pilot differs from their seniority
- 15 date, it will appear in parentheses on the seniority list. This date of hire listing will not
- 16 affect a pilot's seniority number.
- 17 4. Pilot seniority numbers displayed in DBMS will be updated concurrent with the updating
- 18 of the seniority list.
- 19

E. Protest

- 20
- 21
- 22 1. A pilot may file a protest regarding an omission or incorrect placement on the seniority
- 23 list.
- 24 2. A protest must be filed with the Senior Vice President - Flight Operations within 120
- 25 days of the posting of the pertinent list.
- 26 Exception one: A pilot who was on probation at the time of posting may file a protest
- 27 within 120 days after completion of probation.
- 28 Exception two: A pilot who was on leave of absence or furlough at the time of posting
- 29 may file a protest within 120 days from their return to active duty.
- 30

F. Probation

- 31
- 32
- 33 1. A pilot will be on probation until the earlier of:
- 34 a. 400 hours of block time (inclusive of OE),
- 35 b. completion of 12 months of aggregate service, or
- 36 c. conversion to a Captain position.
- 37 2. Aggregate service includes all time starting from a pilot's date of employment with the
- 38 Company as a pilot with the exception of the following:
- 39 a. periods of furlough prior to the pilot's completion of initial OE, or
- 40 b. unpaid leave in excess of 60 cumulative days.

1 SECTION 21

2
3 FURLOUGH AND RECALL4
5 A. Definitions

- 6
7 1. "Circumstance Over Which the Company Does Not Have Control," for the purposes of
8 **Section 1** and **Section 21**, means a circumstance that includes, but is not limited to, a
9 natural disaster; labor dispute involving a work stoppage which impairs Company
10 operations (provided such term does not apply to informational picketing or other lawful
11 activity designed to inform the public); grounding of a substantial number of the
12 Company's aircraft by a government agency; reduction in flying operations because of a
13 decrease in available fuel supply or other critical materials due to either governmental
14 action or commercial suppliers being unable to provide sufficient fuel or other critical
15 materials for the Company's operations; revocation of the Company's operating
16 certificate(s); war emergency; owner's delay in delivery of aircraft scheduled for
17 delivery; manufacturer's delay in delivery of new aircraft scheduled for delivery. The
18 term "circumstance over which the Company does not have control" will not include the
19 price of fuel or other supplies; any delay by the manufacturer in the delivery of new
20 aircraft to the Company that is (a) known to the Company when it provides its detailed
21 Fleet and Network Plans to the Association in Q4 of any year prior to the year of the
22 scheduled delivery, or (b) less than 45 days; the price of aircraft; the state of the
23 economy; the financial state of the Company; or the relative profitability or
24 unprofitability of the Company's then-current operations.

25 Note one: For purposes of this definition, Company refers only to Delta Air Lines, Inc.,
26 and not any Company affiliate.

27 Note two: The Company will give ALPA prior written notice of its intent to declare
28 "circumstances over which the Company does not have control," and its rationale.

- 29 2. "Date of furlough" means the date on which a pilot's furlough begins.
30 3. "Date of recall" means the date a pilot is scheduled to report to duty in conjunction with a
31 recall.
32 4. "Entry level position" means any position listed in **Section 22 B**.
33 5. "Furlough base" means the base to which a pilot was assigned on their date of furlough.
34 6. "Longevity" means all time beginning at date of employment as a pilot, and ending at
35 termination of employment as a pilot, retirement as a pilot, or death.

36 Exception one: For purposes of vacation, sick leave and pass benefits, the longevity of a
37 pilot who transferred from another Company department will begin on their most recent
38 date of employment with the Company.

39 Exception two: Longevity (including vacation and sick leave) does not include periods
40 during which a pilot remains on furlough due to their decision to bypass recall.

41 Exception three: On October 30, 2008, a former NWA pilot will receive longevity credit
42 as it existed at Northwest immediately prior to October 30, 2008 in addition to longevity
43 credit for any periods of furlough that occurred on or after July 31, 1992 (excluding any
44 periods of furlough bypass) and up to 90 days of credit for the difference in points of time
45 between when they were hired as a pilot and when a pilot in their new-hire class first
46 completed an initial OE.

Section 21 – Furlough and Recall

- 1 7. “Recalled-medical hold” means the status of a pilot who is unable to present the
2 Company with a First Class Medical Certificate within 30 days of receipt of their notice
3 of recall.
4

5 B. Furlough
6

- 7 1. A pilot will be notified in writing of their pending furlough at least 90 days in advance of
8 their date of furlough.
9 2. Within 30 days of their date of furlough, a pilot will be paid for all the vacation the pilot
10 has accrued and earned (but not used) as of their date of furlough.
11 3. A furloughed pilot will receive furlough pay at regular semimonthly pay periods in
12 accordance with the following schedule:
13

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

- 14
15 4. A pilot will receive pass benefits, life insurance, medical insurance and dental insurance
16 during the period in which such pilot is eligible for furlough pay (or during the period in
17 which such pilot would have been eligible for furlough pay in the absence of **Section 21**
18 **B. 9.**).
19 5. A furloughed pilot (other than a pilot who has bypassed recall) will be afforded use of the
20 cockpit jumpseat, unless superseded by law or regulation.
21 6. A recalled pilot will not be eligible for furlough pay after their date of recall.
22 7. Furlough pay will equal 65 hours flight pay per month at the rate applicable to a
23 furloughed pilot’s longevity year and the lowest paying position for any aircraft in
24 revenue service listed in **Section 22 B.**
25 8. If the Company furloughs a pilot, and so long as such pilot has not been offered recall:
26 a. the ALV for each position for which the TLV exceeds 75:30 will be 72:00 until the
27 TLV for such position no longer exceeds 75:30. Thereafter, the TLV for such
28 position will remain at or below 75:30 until all furloughed pilots have been offered
29 recall.
30 b. the PBS Staffing Formula under **Section 22 C. 1.** will be amended, for each bid
31 period, by applying a 150% multiplier to formula value “G”.
32 c. a pilot will not be awarded a WS under **Section 23 P. 5. a.** if the rotation’s credit
33 would cause the pilot’s projection to exceed, or further exceed, the ALV plus 7.5
34 hours.
35 9. The Company will be excused from compliance with the provisions of **Section 21 B. 1.,**
36 **3.,** and **8.** in the event that a circumstance over which the Company does not have control
37 substantially affects the Company’s operations and was the cause of such noncompliance.
38 If such event is an event other than a labor dispute (strike) within the Company, a

Section 21 – Furlough and Recall

furloughed pilot will receive furlough pay at regular semimonthly pay periods in accordance with the following schedule:

Completed longevity on date of furlough	Furlough pay
Less than 2 years	1 month
2 years	2 months

10. Furloughed pilots’ flow down rights are referenced in LOA #9.

C. Recall

1. The Company will notify a furloughed pilot of their recall by overnight delivery or “Registered Letter-Return Receipt Requested” to their mailing address listed in DBMS. A furloughed pilot may update their DBMS mailing address at any time via written notice to Pilot Assist, Department 026, P.O. Box 20706, Atlanta, GA 30320-6001.
2. Within 30 days of delivery of a recall notice to a pilot’s mailing address, a pilot will notify the Company of their intent to return to duty or to bypass recall. The employment of a pilot who does not so notify the Company will be terminated.
3. After 30 but within 60 days of the date of delivery of their recall notice, a pilot who has indicated their intent to return to duty will report at a location and date specified by the Company. The employment of a pilot who does not so report may be terminated if, in the judgment of the Senior Vice President – Flight Operations, which will be reasonably exercised, the pilot’s failure to report was unwarranted under the circumstances.
4. A recalled pilot who returns to duty at a base other than their furlough base will be reimbursed for moving expenses under **Section 6**.
Note: These moving expenses will be calculated from the pilot’s furlough base or permanent residence, whichever is closest to the base to which the pilot is assigned upon recall.
5. A furloughed pilot may bypass recall for a period not to exceed ten years from their date of furlough.
6. A recalled pilot who returns to duty and is furloughed again may bypass recall for a period not to exceed ten years from the date of their subsequent furlough.
7. A pilot who has bypassed recall will be subject to the following:
 - a. the pilot will be ineligible to receive furlough pay,
 - b. the pilot may only return to duty:
 - 1) in conjunction with a subsequent recall or new hire class, and
 - 2) if the pilot has notified the Company in writing of their desire to accept recall at least 30 days in advance of the class date on which they wish to return.

Note one: The Company is not required to recall pilots in numbers greater than it deems necessary in a new-hire or recall class.

Note two: If there are more pilots who have bypassed recall that seek to return to duty than the Company has determined is required, such pilots will be returned to duty, in seniority order and prior to any new hire, in conjunction with Company scheduled new hire or recall classes,
and

Section 21 – Furlough and Recall

- 1 c. their employment will be terminated if the pilot does not return to duty within ten
2 years from their date of furlough.
- 3 8. A recalled pilot:
 - 4 a. will return to an entry level position (or by mutual agreement between the pilot and
5 the Company, to a position their seniority would entitle them to hold),
 - 6 b. may be required to complete training for that position, and
 - 7 c. will be entitled to bid and be awarded an advance entitlement(s) during training.
- 8 9. The Company may extend the time periods outlined in **Section 21 C**. when extraordinary
9 conditions exist.
- 10 10. A pilot will be eligible for recall for ten years from their date of furlough. The
11 employment of a pilot who does not return from furlough within ten years from their date
12 of furlough will be terminated.
- 13 11. A recalled pilot will not be eligible for return to duty if the pilot does not possess a valid
14 FAA First Class Medical Certificate. Such pilot will be placed in recalled-medical hold
15 status.
- 16 12. A pilot in recalled-medical hold status will:
 - 17 a. receive furlough pay, medical/dental/life insurance benefits, and pass benefits during
18 the period in which they would have been eligible for furlough pay if the pilot had not
19 been recalled,
 - 20 b. not receive cockpit jumpseat privileges, and
 - 21 c. not receive compensation, medical/dental/life insurance benefits or pass benefits
22 beyond the period in which they would have been eligible for furlough pay if the pilot
23 had not been recalled.
- 24 13. A pilot in recalled-medical hold status who presents a First Class Medical Certificate to
25 the Senior Vice President-Flight Operations within ten years from their date of furlough
26 will be returned to duty with the Company, subject to the provisions of **Section 15**. Such
27 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 VACANCIES4
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, A-330-900) within an aircraft type.
11 3. "Aircraft type" means one of the following groupings:
12

a. B-777	g. A-321N/321/320/319
b. A-350	h. B-737-900/800/700
c. B-787	i. A-220-300/100
d. A-330-900/300/200	j. B-717
e. B-767-400ER	k. EMB-195/190
f. B-767 (all except B-767-400ER)/B-757	l. CRJ-900

- 13
14 4. "Average line value" (ALV) means a number of hours established by the Company that is
15 the projected average of all regular line values, for a position, for a bid period and is:
16 a. between 72 and 84 hours (inclusive) for a narrowbody position and a B-767/B-757
17 position.
18 b. between 71 and 85 hours (inclusive) for a widebody position other than a B-767/B-
19 757 position.
20 5. "Base" means a location to which a pilot is assigned.
21 6. "Category" means the combination of a pilot's position and base.
22 7. "Category freeze" means a period of time
23 a. that is determined under **Section 22 G.**,
24 b. that commences on the date of a pilot's award of an AE or VD for which qualification
25 training is required or on an entry level pilot's date of employment with the Company
26 as a pilot, and
27 c. during which the pilot will (unless declared eligible by the Company) be ineligible to
28 be awarded another AE with an earliest conversion date falling within the freeze
29 period (other than to a new or reestablished category) for which qualification training
30 is required.
31 8. "Contingent displacement" means a displacement from a pilot's new category that is
32 caused by the pilot's displacement into that category.
33 9. "Contingent vacancy" means a vacancy in a pilot's former category that is caused by the
34 pilot's award to a different category pursuant to an advance entitlement.
35 10. "Conversion date" means the date on which the award or assignment of a pilot to a
36 different category becomes effective.
37 11. "Displacement" means an award (voluntary displacement or VD) or assignment
38 (mandatory displacement or MD) that is anticipated to become effective on a later
39 conversion date to eliminate a surplus from a category.

Section 22 – Filling of Vacancies

- 1 12. “Entry level pilot” means a pilot who has not completed their initial OE at the Company.
- 2 13. “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 14. “Known absence” means a period of unavailability in a subsequent bid period for which a
- 5 pilot is scheduled prior to initial line awards for such bid period (e.g., training, vacation,
- 6 sick, MLOA, ALPA duty) during which a pilot may not be awarded a rotation(s) or on-
- 7 call day(s).
- 8 15. “Narrowbody,” other than for purposes of **Section 1**, means an aircraft type under
- 9 **Section 22 A. 3. g. – l.**
- 10 16. “New or reestablished category” means, for the purposes of **Section 22**, a category that
- 11 has not been in existence for 60 days since the date of the first opportunity for the first
- 12 conversion.
- 13 17. “OE shadow period” means a period of unavailability that is applied to a pilot’s line prior
- 14 to initial line awards under **Section 11 F. 8.**, during which an award of a rotation(s) or on-
- 15 call day(s) will be for pay purposes only. Any such rotation(s) will remain available to
- 16 be awarded to another pilot in PBS.
- 17 18. “Position” means the combination of a pilot’s aircraft type and status.
- 18 19. “Standard deviation” means an index of variability as set forth in *Robert L. Winkler and*
- 19 *William L. Hays, Statistics, Probability, Inference and Decision, 164-5 (2d Ed. 1975).*
- 20 20. “Standing bid” means a pilot’s order of category preferences, as they exist in DBMS, for
- 21 AEs, MDs, and VDs.
- 22 21. “Status” means a pilot’s rank as Captain or First Officer.
- 23 22. “Targeted line value” (TLV) means a 12-bid period rolling average of the ALV for a
- 24 position that will be between 73 and 78 hours (inclusive).
- 25 23. “Training Golden Day” means a day which may not conflict with a pilot’s training
- 26 footprint.
- 27 24. “Unassigned pilot” means a pilot in excess of PWA staffing requirements who is
- 28 assigned to an aircraft type and base but does not currently hold a status.
- 29 25. “Widebody” means an aircraft type under **Section 22 A. 3. a. – f.**

30 31 32 B. Order of Positions

- 33
- 34 1. B-777 Captain
- 35 2. A-350 Captain
- 36 3. B-787 Captain
- 37 4. A-330-900/300/200 Captain
- 38 5. B-767-400ER Captain
- 39 6. B-767/B-757 Captain
- 40 7. A-321N/321/320/319 Captain
- 41 8. B-737-900/800/700 Captain
- 42 9. A-220-300/100 Captain
- 43 10. B-717 Captain
- 44 11. B-777 First Officer
- 45 12. A-350 First Officer
- 46 13. B-787 First Officer

Section 22 – Filling of Vacancies

- 1 14. A-330-900/300/200 First Officer
- 2 15. B-767-400ER First Officer
- 3 16. B-767/B-757 First Officer
- 4 17. A-321N/321/320/319 First Officer
- 5 18. E-195/190 Captain
- 6 19. B-737-900/800/700 First Officer
- 7 20. A220-300/100 First Officer
- 8 25. B-717 First Officer
- 9 26. CRJ-900 Captain
- 10 27. E-195/190 First Officer
- 11 28. CRJ-900 First Officer

12
13
14 C. PBS Staffing Formula

- 15
- 16 1. Formulae values for the bid period at issue:
 - 17 A = scheduled block and credit hours for such position
 - 18 B = total known absence hours for such position, where known absence hours = # of days
 - 19 of known absence in such position x (ALV/30)
 - 20 C = ALV for such position
 - 21 D = 12 bid period rolling average of block and credit hours flown by reserve pilots for
 - 22 such position + G for such position
 - 23 E = 12 bid period rolling average of reserve duty periods worked for such position
 - 24 F = 12 bid period rolling average of scheduled block and credit hours for such position
 - 25 G = 12 bid period rolling average GS/GSWC/IA/IAWC/SS hours flown, and pay, no
 - 26 credit portion of PBSPR, excluding any months outside of one standard deviation, for
 - 27 such position
 - 28 Note: In determining a 12-bid period rolling average, the Company will use the least
 - 29 recent 12 of the previous 14 bid periods.
- 30 2. For each position in each bid period:
 - 31 a. Regular pilots = (A + B)/C
 - 32 b. Narrowbody position reserve pilots = [(D /60) x 0.6 + (E /14) x 0.4] x (A/F)
 - 33 c. Widebody position reserve pilots = [(D /60) x 0.8 + (E/14) x 0.2] x (A/ F)
- 34 3. For each position in each bid period, the total pilots required will be determined as
- 35 follows:
 - 36 a. Total pilots for a narrowbody position = regular pilots + narrowbody reserve pilots.
 - 37 b. Total pilots for a widebody position = regular pilots + widebody reserve pilots.
- 38 4. In **Section 22 C. 1.**, to calculate the value of B, the total number of days of known
- 39 absence in a position will include no less than the number of days of projected OE as
- 40 follows:

Type OE	Projected OE Days
Initial Captain	10
Initial First Officer	15

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Type OE	Projected OE Days
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

1
2 Note: In the event that the Company applies an OE shadow period that is greater in
3 length than the applicable number of projected OE days shown in the chart under
4 **Section 22 C. 4.**, a number of days equal to the length of such pilot's OE shadow period
5 will be applied in **Section 22 C. 4.**
6

7 D. Posting and Bidding of Category Vacancies

8

- 9 1. Each bid period and at each base, the Company will post a complete list of pilots by
10 category and seniority number.
11 2. On or before the first day of February, May, August, and November, the Company will
12 post, at each base, a six month forecast of pilot requirements for each position at each
13 base.
14 Exception: When the Company posts an advance entitlement or displacement bid with an
15 effective date more than 150 days from date of posting, the Company will concurrently
16 publish a 12-month forecast of pilot requirements for each position at each base.
17 3. An advance entitlement or displacement bid posting will include a forecast of pilot
18 staffing by category at the end of the conversion window.
19 4. A vacancy notice will be posted at each base as far in advance as possible, but not more
20 than 150 days before the last date on which it could become effective.
21 Exception: There is no requirement to post a vacancy that is filled by a pilot who is
22 reinstated to such position within six bid periods of their MD.
23 5. A vacancy notice will include the following:
24 a. each category where a vacancy exists or is expected to exist,
25 b. the number of such vacancies,
26 c. the reason for such vacancies,
27 d. the highest and lowest seniority number of the pilots in the category(ies),
28 e. the last date upon which such vacancy can be filled, which will not be more than 150
29 days after posting, and
30 f. the closing date and time, which will:
31 1) be at least 10 days after the posting of the notice, and
32 2) be the deadline after which a change in a pilot's standing bid will not be
33 considered for the bid award.
34 6. The last date upon which a vacancy can be filled may be extended beyond 150 days from
35 its date of posting:

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- 1 a. by mutual agreement between the Company and the pilot who is awarded/assigned
2 the vacancy.
- 3 b. if the pilot’s training is delayed under **Section 22 E. 8. a. Exception.**
- 4 7. A pilot will be forwarded copies of vacancy notices posted during their absence if:
5 a. such absence is due to the pilot’s vacation, sick leave, or leave of absence, and
6 b. the pilot delivers to their Chief Pilot’s office:
7 1) a written request for copies of vacancy notices, and
8 2) a stamped self-addressed envelope(s).
- 9 8. A pilot may indicate in their standing bid a:
10 a. minimum acceptable relative seniority ranking (by number or percentage) in the
11 category (including their own category),
12 b. specification for “regular line only,”
13 c. willingness to be displaced in lieu of a pilot who is junior to them and in their
14 category, or
15 d. desire to be converted, among pilots who hold an award from the same posting:
16 1) if awarded an AE, after more junior pilots holding an AE to the same category.
17 2) if awarded a VD, after more junior pilots holding a VD from the same category.
18 3) if awarded an MD, before more junior pilots holding an MD from the same
19 category.
- 20 9. The Company’s decision to award or deny an AE/MD/VD in accordance with a standing
21 bid preference that specifies “regular line only” will be based upon its best estimate of
22 where the cutoff of regular lines will be upon conversion. A preference that specifies
23 “regular line only” does not guarantee that:
24 a. the pilot will be a regular pilot upon their conversion, or
25 b. a junior pilot awarded the vacancy will not be a regular pilot upon their conversion.
- 26 10. A pilot’s standing bid (in its entirety):
27 a. can be removed by the pilot prior to a bid closing, or
28 b. will be removed by the Company at the time the pilot is awarded a:
29 1) AE,
30 2) MD,
31 3) reinstatement, or
32 4) VD.
- 33 11. For the purposes of **Section 22 D. 4. – 6.**, the Company may, at its discretion, extend the
34 150-day effective date of a bid that contains a displacement to (a) 210 days, provided
35 such bid contains at least 10% of posted positions as displacements (the 10% minimum
36 must be awarded via AE, MD or VD), or (b) 335 days, once per calendar year, based
37 upon the award date of the bid.

E. Advance Entitlements and Voluntary Displacements

- 41 1. The following vacancies will be awarded simultaneously and in seniority order among
42 pilots whose standing bid, in DBMS at the closing date and time, contains a preference
43 for the category(ies) involved:
44 a. AE,
45 b. VD,
46 c. contingent vacancies, and

Section 22 – Filling of Vacancies

1 d. other vacancies that:

- 2 1) first became known during the period of the posting of the vacancy notice, and
- 3 2) are caused by termination, resignation, or an absence whose anticipated duration
- 4 is greater than 120 days.

5 Exception: A standing bid preference for an AE will not be awarded if such award,
6 together with any VD/MD(s) for the same category, would create a surplus that would
7 cause a displacement in the category.

- 8 2. A pilot who has commenced training pursuant to an AE, VD, or MD, but has not yet been
- 9 converted to their new category, will not be required to fly in their current category.

10 Exception one: This provision will not apply until the 181st day following the in-service
11 date of a new aircraft type, or until the 91st day following the first date of a new or
12 reestablished category.

13 Exception two: This provision will not apply to such pilot if their training is cancelled.

- 14 3. Pilots who hold an AE from the same posting and to the same category will (subject to
- 15 **Section 22 E. 6. b.** and **E. 9.**) be converted in seniority order.
- 16 4. Pilots who hold a VD from the same posting and from the same category will (subject to
- 17 **Section 22 E. 6. b.** and **E. 9.**) be converted in seniority order.
- 18 5. When pilots described in **Section 22 E. 3.** and/or **4.**, are competing for a vacancy in, or a
- 19 displacement to, the same category, the Company will have the right to choose the group
- 20 (AE or VD) from which each conversion will be made.

- 21 6. Conversion Date. A pilot who:

22 a. at the start of training required for their AE, VD or MD, is projected to complete such

23 training, exclusive of OE:

- 24 1) on or before the 16th day of a bid period, will be converted no later than the first
- 25 day of such bid period, or
- 26 2) after the 16th day of a bid period, will be converted no later than the first day of
- 27 the following bid period.

28 Exception: **Section 22 E. 6. a. 1)** and **2)** will not apply until the 181st day following
29 the in-service date of a new aircraft type, or until the 91st day following the first date
30 of a new or reestablished category.

31 b. holds an AE or VD and does not require training may be converted (in seniority order
32 among other pilots not requiring training) in advance of a senior pilot who requires
33 training.

- 34 7. A pilot who has not begun qualification training as of their conversion date will be:

- 35 a. paid under **Section 11 B. 1. e.**, and
- 36 b. trained as soon as possible.

- 37 8. Subject to **Section 22 D. 8. d.**, pilots who hold:

38 a. an AE from the same posting and to the same category will be scheduled for training
39 in seniority order.

40 Exception: A pilot who holds an AE for a Captain category and who, by the fourth
41 day of the current bid period, has not accumulated sufficient flight time to satisfy the
42 requirements of FAR 121.436, as amended from time to time, will be scheduled for
43 training no later than the following bid period, provided they have accumulated such
44 sufficient flight time minus the minimum number of hours of OE training they will
45 require.

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- 1 b. a VD from the same posting and from the same category will be scheduled for
2 training in seniority order.
- 3 9. If a junior pilot, who holds an AE from the same posting and to the same category or a
4 VD from the same posting and from the same category as a senior pilot, is converted
5 before the senior pilot, the senior pilot will be pay protected at the rate applicable to the
6 higher paying position for the hours paid to them in their current category.
7 Exception: Such senior pilot who is converted after such junior pilot will not be pay
8 protected if:
 - 9 a. the senior pilot required training and the junior pilot did not,
 - 10 b. their conversion was delayed due to their failure to complete training, or
 - 11 c. their training is delayed:
 - 12 1) at their request, or
 - 13 2) at their request under *Section 22 D. 8.*, or
 - 14 3) due to their:
 - 15 a) sick leave,
 - 16 b) military leave of absence, or
 - 17 c) disability.
 - 18 4) because the pilot has not accumulated sufficient flight time to satisfy the
19 requirements of FAR 121.436, as amended from time to time.
- 20 10. If no pilot bids on a First Officer category vacancy, the Company may assign an entry
21 level pilot to fill the vacancy.
 - 22 a. Such pilot will be selected among the pilots in the most recent new hire class. If no
23 entry level pilot is available, such pilot will be selected from the subsequent new hire
24 class.
 - 25 b. The vacancy will be proffered to entry level pilots in seniority order. If no pilot
26 accepts the proffer, the selection will be made by assignment in inverse seniority
27 order.
- 28 11. Prior to transferring unassigned pilots, the Company will proffer transfer opportunities to
29 such pilots in seniority order. Assignments that remain unfilled after such proffers will
30 be filled in inverse seniority order.
- 31 12. A pilot who is awarded an AE or VD will forfeit their former category on the date of
32 conversion to their new category.
- 33 13. Bypass. A Captain or First Officer who is awarded an AE or VD may be bypassed, and
34 pay protected at the higher composite hourly rate for the hours paid to them in their
35 current category, as of the date the pilot would otherwise have been converted, if the
36 commencement of their qualification training (pursuant to the AE or VD) would be
37 within:
 - 38 a. five years of the date the pilot reaches the regulatory age limit for pilots, and the pilot
39 and the Company mutually agree to the bypass, or
 - 40 b. two years of the date the pilot reaches the regulatory age limit for pilots and the
41 Company exercises its discretion to bypass.
- 42 Exception: The Company may not bypass a pilot within two years of the date the
43 pilot reaches the regulatory age limit for pilots unless the Company has bypassed all
44 pilots holding an AE to the same category with:
 - 45 1) the same award date,
 - 46 2) the same training requirements, and

Section 22 – Filling of Vacancies

- 1 3) earlier normal retirement dates.
- 2 14. If an AE is terminated at a pilot's request with the agreement of the Company, the pilot
- 3 will have no rights under **Section 22 E. 15**.
- 4 15. If an AE is canceled by the Company, the pilot may:
- 5 a. displace any junior pilot who holds an unconverted AE,
- 6 b. displace a junior pilot from a category the junior pilot converted into pursuant to an
- 7 AE awarded concurrent with or after the canceled AE, or
- 8 c. by mutual agreement between the pilot and the Company, extend the effective date of
- 9 the AE up to 31 days.
- 10 16. If an AE is canceled by the Company, the pilot will give the Company written notice of
- 11 their selection from the options provided in **Section 22 E. 15** within ten days of their
- 12 receipt of the cancellation notice. If the pilot does not give the Company such notice
- 13 within such ten day period, the pilot will be ineligible to exercise any such option.
- 14 17. A pilot with multiple AE awards in any conversion window will only be trained to the
- 15 latest posted AE award. The pilot will be pay protected in accordance with **Section 22 E.**
- 16 **9**.
- 17 18. A pilot awarded a position via reinstatement under **Section 22. F. 12** will be pay
- 18 protected pursuant to **Section 22 E. 9** if not converted in seniority order with pilots
- 19 awarded the same category on the same AE award.

20

21 F. Surplus and Displacement

22

- 23 1. A surplus notice will be posted at each base as far in advance as possible, but not more
- 24 than 150 days before the last date on which it could become effective.
- 25 2. A pilot in a category with a surplus, who is projected to be displaced, will be notified of
- 26 their projected displacement as far in advance as possible, but not more than 150 days
- 27 before the last date on which their displacement could become effective.
- 28 3. A surplus notice will include the following:
- 29 a. each category where a surplus of pilots exists or is expected to exist,
- 30 b. number of such pilots in each such category,
- 31 c. the last date upon which a projected displacement(s) can become effective, which will
- 32 be not more than 150 days after the posting of such notice, and
- 33 d. the closing date and time, which will:
- 34 1) be at least ten days after the posting of the notice, and
- 35 2) be the deadline after which a change in a pilot's standing bid will not be
- 36 considered for the VD or MD.
- 37 4. The last date upon which a displacement can become effective may be extended beyond
- 38 150 days from its date of posting by mutual agreement between the Company and the
- 39 pilot who holds the VD or MD.
- 40 5. The Company will forward to a pilot copies of surplus notices posted during the pilot's
- 41 absence if:
- 42 a. such absence is due to their vacation, sick leave, or leave of absence, and
- 43 b. the pilot delivers to their Chief Pilot's office:
- 44 1) a written request for copies of surplus notices, and
- 45 2) a stamped self-addressed envelope(s).
- 46 6. Pilots in a category with a surplus will be displaced in inverse seniority order.

Section 22 – Filling of Vacancies

1 Exception one: A senior pilot (excluding a pilot who has been bypassed under
2 **Section 22 E. 13.**), may volunteer to be displaced (i.e., via a VD) in lieu of a junior pilot
3 in the same category. A pilot who holds a VD may:

- 4 a. displace into a category to fill an existing vacancy that their seniority entitles them
5 to hold,
- 6 b. displace a pilot junior to them in the same position in a different base, or
- 7 c. displace a pilot in any category who:
 - 8 1) was in such category on the award date of the pilot who holds the VD, and
 - 9 2) is junior to the pilot whose displacement they volunteered to take.

10 Exception two: A pilot who holds an MD and who indicated in their standing bid their
11 desire to be converted before more junior pilots holding an MD from the same posting
12 and from the same category will be converted, in seniority order among pilots indicating
13 such desire and who hold an MD from the same posting and from the same category,
14 ahead of such junior pilots.

- 15 7. Displacement(s) will be processed on the basis of standing bids existing in DBMS as of
16 the closing date and time of the posting and will become effective at 0001E on the
17 conversion date.
- 18 8. Contingent displacements will be processed simultaneously.
- 19 9. Normally, pilots who hold:
 - 20 a. VDs will be scheduled for training in seniority order prior to pilots who hold MDs
21 from the same posting and from the same category.
 - 22 b. MDs from the same posting and from the same category will be scheduled for
23 training in inverse seniority order.
- 24 10. A pilot will receive at least 30 days advance notice from the Company of the conversion
25 date of their displacement.
- 26 11. The Company will not rescind a displacement within the 30 days before its conversion
27 date without the consent of the pilot.
- 28 12. A pilot who holds an MD will, without regard to the standing bids of senior pilots, be
29 reinstated to the category from which the pilot was displaced if:
 - 30 a. a vacancy is posted in such category and the earliest conversion date stated in the
31 posting is within six bid periods following the conversion date of their MD,
 - 32 b. their standing bid indicates a request for such reinstatement, and
 - 33 c. such vacancy has not been filled by reinstatement of a pilot senior to them who was
34 also awarded an MD from such category.
- 35 13. A pilot who holds an MD may displace a pilot in any category who is junior to them and
36 who was in such category on the award date of their MD.
- 37 14. A pilot whose standing bid does not contain sufficient MD preferences as of the closing
38 date and time of the posting and is displaced will be assigned the next lower position at
39 their base. If such pilot lacks sufficient seniority to hold a lower position at their base,
40 they will, at Company option, be assigned into any position at another base that their
41 seniority would permit them to hold.
- 42 15. If, prior to the conversion date, a posting of multiple VDs or MDs for the same category
43 is partially canceled, such cancellations will be proffered and then assigned in the
44 following order:
 - 45 a. proffered in seniority order among pilots who hold MDs,
 - 46 b. proffered in seniority order among pilots who hold VDs,

Section 22 – Filling of Vacancies

- c. assigned in seniority order among pilots who hold MDs,
- d. assigned in inverse seniority order among pilots who hold VDs.

16. For the purposes of **Section 22 F. 1. – 4.**, the Company may, at its discretion, extend the 150-day effective date of a bid that contains a displacement to (a) 210 days, provided such bid contains at least 10% of posted positions as displacements (the 10% minimum must be awarded via AE, MD or VD), or (b) 335 days, once per calendar year, based upon the award date of the bid.

G. Category Freeze

1. A pilot who is awarded an AE or VD for which qualification training is required will incur a category freeze as follows:

Type of Qualification Training	Duration of Freeze
Initial Qualification	24 months
Differences	9 months
All Other Qualification Training	12 months

Example: A B-767/B-757 pilot who is awarded an AE or VD in the same status for the B-767-400ER (or vice versa) and undergoes differences training will incur a 9-month category freeze.

Exception: Subject to **Section 22 G. 5.**, a pilot currently under a category freeze may be awarded an AE or VD to the same position at a different base.

2. An entry level pilot will incur a 24-month category freeze.

Exception: A pilot who is in the last 12 months of such category freeze may be awarded an AE or VD to another base for which qualification training is required if they are unable to be awarded an AE or VD to such base in their current position in a given posting. In such event, the balance of their existing category freeze will be added to the category freeze resulting from the new position award.

Example one: An entry level pilot is assigned to the NYC B-767/B-757 First Officer category. In the last 12 months of their category freeze, an AE is posted including vacancies of SLC A-321N/321/320/319 First Officer and B-767/B-757 First Officer. Their seniority permits them to be awarded SLC A-321N/321/320/319 First Officer but not SLC B-767/B-757 First Officer. The pilot may be awarded SLC A-321N/321/320/319 First Officer from such posting.

Example two: An entry level pilot is assigned to the NYC B-767/B-757 First Officer category. In the last 12 months of their category freeze, an AE is posted including a vacancy of SLC A-321N/321/320/319 First Officer but not of SLC B-767/B-757 First Officer. Their seniority permits them to be awarded SLC A-321N/321/320/319 First Officer. The pilot may be awarded SLC A-321N/321/320/319 First Officer from such posting.

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1 Example three: An entry level pilot is assigned to the ATL B-717 First Officer category.
2 In the last 12 months of their category freeze, an AE is posted including vacancies of
3 SLC A-321N/321/320/319 First Officer and B-767/B-757 First Officer. Their seniority
4 permits them to be awarded SLC A-321N/321/320/319 First Officer or SLC B-767/B-757
5 First Officer. The pilot may be awarded either SLC A-321N/321/320/319 First Officer or
6 SLC B-767/B-757 First Officer from such posting.
7

8 Example four: An entry level pilot is assigned to the NYC 767/B-757 First Officer
9 category. In the last 12 months of their category freeze, an AE is posted included
10 vacancies for SLC A-321N/321/320/319 First Officer and B-767/B-757 First Officer.
11 Their seniority permits them to be awarded SLC A-321N/321/320/319 or SLC B-767/B-
12 757 First Officer. The pilot may be awarded SLC B-767/B-757 First Officer from such
13 posting but may not be awarded SLC A-321N/321/320/319 First Officer.
14

- 15 3. A category freeze applies to a pilot who is awarded an AE or VD whether or not the pilot
16 is bypassed under **Section 22 E. 13**. A pilot who has been bypassed will be deemed to
17 hold the category to which the pilot is being pay protected to determine their eligibility
18 for another AE or VD.
- 19 4. A pilot who, during their category freeze, is awarded a subsequent AE to the same
20 position at another base may be held in the category of their freeze until a replacement is
21 trained and converted. When such replacement is trained and converted, the pilot will be
22 converted in accordance with the subsequent AE.
- 23 5. A pilot who is under a category freeze and who has not previously completed training for
24 a mainline Captain position will nevertheless be eligible to be awarded a Captain
25 position. In such event, the balance of such pilot's existing category freeze shall be
26 added to the category freeze resulting from the Captain position award.
27

28 H. Training Golden Days

29

- 30 1. A pilot, when bidding for an MD, AE or VD that requires training may, at the pilot's
31 option, identify up to six training golden days to be placed in up to two blocks (of
32 consecutive days). If the pilot receives an award that requires training, such pilot's
33 training footprint will not conflict with any golden days.
- 34 2. If a pilot's training is delayed due to the pilot's selection of golden days, the pilot will
35 train in the first available training footprint that does not conflict with their golden days.
36 Note: A pilot whose conversion date is delayed solely due to the pilot's selection of
37 golden days will not receive pay protection under **Section 22 E. 9**.
38

39 I. Training Scheduling Preferences

40

- 41 1. A pilot may submit their preference for the start of their training footprint no later than
42 the closing of the AE or displacement bid, as follows:
 - 43 a. For a bid with a conversion window of 210 days, a pilot may submit a preference for
44 training to start in the first half or second half of the conversion window.
 - 45 b. For a bid with a conversion window of 335 days, a pilot may submit a preference for
46 training to start in the first third, second third or last third of the conversion window.

Section 22 – Filling of Vacancies

- 1 c. A pilot who does not submit a training footprint start preference will:
- 2 1) be assigned a remaining training footprint based on **Section 22 E. 3., E. 4., and F.**
- 3 **6.,** or
- 4 2) have their selection under **Section 22 D. 8. d.** honored.
- 5 2. A pilot may submit their preference for their training simulator period (e.g., A-period, B-
- 6 period) no later than the closing of the AE or displacement bid. A pilot’s training
- 7 footprint start preference will be considered before their simulator period preference.
- 8 Note one: A simulator period preference will be honored via automation based on
- 9 simulator period availability which is known at the time of award to the greatest extent
- 10 possible.
- 11 Note two: A pilot who does not submit a training simulator period preference will be
- 12 assigned a remaining period.
- 13 3. A pilot’s training footprint start and training simulator period preferences will be honored
- 14 in seniority order and published as soon as possible, but no later than 45 calendar days
- 15 from the publishing of the award.
- 16 Note: No training from an award will begin until all training schedules are published.
- 17 4. If the Company changes any pilot’s awarded training footprint start window (i.e., to a
- 18 different third or half of the conversion window, as applicable):
- 19 a. the Company will provide the pilot with advance notice of such change no later than
- 20 the 4th of the month prior to the bid period in which training footprint will begin.
- 21 b. the pilot will have 14 calendar days from notification to inform the Company whether
- 22 they wish to withdraw from their award. A pilot who withdraws from their award will
- 23 remain in their current category without incurring a new category freeze.
- 24 Note: Such withdrawal from the pilot’s award under **Section 22 I. 4. b.** does not count
- 25 for purposes of a pilot’s one-time withdrawal from training under **Section 11 G. 7.**
- 26 c. a pilot who elects not to withdraw will receive pay protection if a junior pilot converts
- 27 before the senior pilot under **Section 22 E. 9.**
- 28 5. A pilot will be trained in seniority order within their awarded training start window.
- 29 Exception: Pilot preferences under **Section 22 D. 8. d.** will have precedence over an
- 30 awarded training start window.
- 31
- 32

1 SECTION 23

2
3 SCHEDULING4
5 A. Definitions

- 6
- 7 1. "ARCOS" means any automated notification system that offers and awards WS, GS, or
- 8 GSWC under *Sections 23 N. and O.*
- 9 2. "Asterisk rotation" means a rotation that:
- 10 a. is published in the bid package,
- 11 b. is scheduled to begin in one bid period and end in another,
- 12 c. includes:
- 13 1) a duty period that begins in the second bid period, and/or
- 14 2) a flight segment in the second bid period with a different flight number than the
- 15 last flight segment in the first bid period, and
- 16 d. is subject to change or removal from a pilot's line.
- 17 Note one: An asterisk rotation may not be changed such that it is scheduled to release
- 18 more than one day after its originally scheduled release.
- 19 Note two: If an asterisk rotation that is on a pilot's line is changed such that it is
- 20 scheduled to release one day after its originally scheduled release, and provided that
- 21 such rotation remains on such pilot's line, such pilot will receive single pay and credit
- 22 for the rotation as flown, plus single pay, no credit for the last duty period of the
- 23 rotation.
- 24 3. "Average line value" (ALV) means a number of hours established by the Company that is
- 25 the projected average of all regular line values, for a position, for a bid period and is:
- 26 a. between 72 and 84 hours (inclusive) for a narrowbody position and a B-767/B-757
- 27 position.
- 28 b. between 71 and 85 hours (inclusive) for a widebody position other than a B-767/B-
- 29 757 position.
- 30 4. "Bid period" means one of the following time periods:
- 31 a. January 1st through January 30th (the "January bid period")
- 32 b. January 31st through March 1st (the "February bid period")
- 33 c. March 2nd through March 31st (the "March bid period")
- 34 d. April 1st through May 1st (the "April bid period")
- 35 e. May 2nd through June 1st (the "May bid period")
- 36 f. June 2nd through July 1st (the "June bid period")
- 37 g. July 2nd through July 31st (the "July bid period")
- 38 h. August 1st through August 30th (the "August bid period")
- 39 i. August 31st through September 30th (the "September bid period")
- 40 j. October 1st through October 31st (the "October bid period")
- 41 k. November 1st through November 30th (the "November bid period")
- 42 l. December 1st through December 31st (the "December bid period")

43 Note: The start and/or end dates of a bid period may be altered by mutual agreement

44 between the Director – Crew Resources and the MEC Scheduling Committee Chairman.

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- 1 5. "Block time" means the time beginning when an aircraft first moves for the purpose of
2 flight or repositioning and ending when the aircraft comes to a stop at the next destination
3 or at the point of departure.
- 4 6. "Break-in-duty" means a rest period (measured from release to report) that is sufficient to
5 break a pilot's duty period under **Section 12 G**.
- 6 7. "Credit" means the time attributed to a pilot for PWA flight time limitations purposes.
- 7 8. "Credited reserve on-call day" (CROC day) means a day on which a reserve pilot:
8 a. is on a rotation,
9 b. receives pay and credit under **Section 4 H**.,
10 c. is on airport standby duty, or
11 d. is on sick leave on an on-call day.
- 12 9. "Day" means calendar day.
- 13 10. "DBMS" means a computerized crew scheduling system operated by Flight Operations.
- 14 11. "Duty period" means the elapsed time from report to release (for a break-in-duty).
- 15 12. "Flight duty period" (FDP) means the portion of a duty period from report to when the
16 aircraft is parked after the last flight segment (other than a deadhead flight segment) and
17 there is no intention for further aircraft movement.
- 18 13. "FARs" means the Federal Aviation Regulations.
- 19 14. "Free of duty," for purposes of **Section 7** and **23**, means a period of time in which a pilot
20 has no obligation to the Company and in which the Company will not require a pilot to
21 perform any duties, including but not limited to an IA, training, reroute, reserve
22 assignment.
- 23 15. "Flying," "flown," "flies," and "fly," for purposes of **Sections 4, 12, and 23**, means:
24 a. operation of a flight as a cockpit crewmember, and/or
25 b. a deadhead by air.
- 26 16. "Green slip" (GS) means a request by a pilot to be assigned same-day/next-day/second-
27 day open time that may generate premium pay:
28 a. on their regular line days-off,
29 b. on their reserve line X-day(s),
30 c. on reserve line on-call days, while on long-call, with less than 18 hours' notice, or
31 d. on their remaining reserve line on-call days in the current bid period after the pilot
32 accumulated credit equivalent to the ALV in such bid period.
- 33 17. "Green slip with conflict" (GSWC) means a request by a regular pilot to be assigned
34 same-day/next-day/second day open time that may generate premium pay, and:
35 a. overlaps a scheduled rotation(s) remaining to be flown, or
36 b. creates an FAR or PWA conflict with a scheduled rotation(s) remaining to be flown.
- 37 18. "Hard non-fly day" means a non-fly day on which a pilot may not be inversely assigned
38 to a rotation (e.g., vacation, APD day, reserve PD day, ALPA, legal duty, MLOA, or
39 golden X-day).
- 40 19. "Inverse assignment" (IA) means the assignment of open time in inverse seniority order
41 under **Section 23 N**. or **O**.
42 Exception: An assignment to a reserve pilot who is among a group of reserve pilots in
43 the same RAW value grouping under **Section 23 A. 46**. is not an IA.
- 44 20. "Inverse assignment with conflict" (IAWC) means an IA that:
45 a. overlaps a scheduled rotation(s) remaining to be flown, or
46 b. creates an FAR or PWA conflict with a scheduled rotation(s) remaining to be flown.

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- 1 21. “Irregular operations” (IROPS) means an event(s) in the system (i.e., sickness, fatigue or
2 no-show of another pilot, weather, mechanical, aircraft type substitution, substitution of
3 one aircraft model for another aircraft model on which the pilot is not qualified,
4 diversion, cancellation, overflight, misconnect, application of the FARs) that causes a
5 pilot to be removed from their scheduled rotation or portion thereof.
- 6 22. “Known absence” means a period of unavailability in a subsequent bid period for which a
7 pilot is scheduled prior to initial line awards for such bid period (e.g., training, vacation,
8 sick, MLOA, ALPA duty) during which a pilot may not be awarded a rotation(s) or on-
9 call day(s).
- 10 23. “Line” means a pilot’s bid period schedule.
- 11 a. “Initial line” means the line awarded/assigned to a pilot via PBS or DBMS.
- 12 b. “Adjusted line” means a pilot’s initial line as modified by the line adjustment process.
- 13 c. “Regular line” means a line composed of training, vacation, leaves, rotations, and/or
14 days-off.
- 15 d. “Reserve line” means a line composed of training, vacation, leaves, reserve on-call
16 days, and/or X-days.
- 17 e. “Blank regular line” means a regular line that is constructed without rotations.
- 18 f. “Specially created reserve line” means a reserve line that was not awarded/assigned in
19 the initial line awards.
- 20 g. “Reduced lower limit line” (RLL) means a regular line with a value that is less than
21 the lower limit of a pilot’s LCW and that is awarded upon request under **Section 23**
22 **D. 10. Exception** to a pilot who cannot be awarded a regular line within their LCW.
- 23 24. “Line adjustment” means the process by which the Company removes a rotation(s) from
24 a regular pilot’s line for the next bid period, which would otherwise create an FAR and/or
25 PWA conflict(s).
- 26 25. “Line construction window” (LCW) means a range of hours that is ten hours above and
27 below the ALV for each position in each bid period. The LCW will not exceed 91.5
28 hours for narrowbody positions (and B-767/757) and 92.5 hours for widebody positions
29 (other than B-767/757).
- 30 26. “Low-time pilot” means a Captain or First Officer who has not flown (excluding
31 deadhead) 75 hours of block time as a Captain or First Officer in their aircraft type.
- 32 27. “Narrowbody,” other than for purposes of **Section 1**, means an aircraft type under
33 **Section 22 A. 3. g. – l.**
- 34 28. “Minimum separation length” (MSL) means, for a widebody category in which 20% or
35 more of the published rotations in a bid period are scheduled to operate for nine or more
36 days, the weighted average length of the published rotations in a category that are
37 scheduled to operate for nine or more days, rounded to the nearest whole number, and
38 published in the bid package.
- 39 29. “Non-consolidated pilot” means a pilot who has not completed consolidation
40 requirements as set forth in the FARs (currently Section 121.434(g)) or a pilot who has
41 flown (excluding deadhead) less than 100 block hours, including OE, in their aircraft
42 type.
- 43 30. “Non-fly day” means a day or 24-hour period during which a pilot:
- 44 a. does not perform flying for the Company,
- 45 b. is not scheduled to perform flying for the Company,
- 46 c. does not participate in training, other than distributed training (including travel days),

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- 1 d. does not perform an SLI duty period (including a flex day),
- 2 e. is not on Company business,
- 3 f. is not removed from their scheduled rotation for the convenience of the Company, or
- 4 g. is not on long call or short call.
- 5 31. "Off-line deadhead" means travel on a Delta Connection Carrier in category C operations
- 6 (i.e., pursuant to a prorate agreement) or any carrier other than Delta Air Lines, Inc.
- 7 32. "On-line transportation" means travel on Delta Air Lines, Inc. and Delta Connection
- 8 Carriers in category A operations (i.e., not a prorate agreement).
- 9 33. "Open time" means a rotation(s) not awarded on a regular line in the initial line awards,
- 10 or that otherwise becomes available.
- 11 34. "Original rotation" means a rotation as published in the bid package or constructed and
- 12 initially placed on a pilot's line of time.
- 13 35. "Out-of-base pilot" means a pilot who holds the same position at another base.
- 14 36. "Pay, no credit" means means pay due a pilot that is in addition to all other pay to which
- 15 the pilot may otherwise be entitled without the pilot receiving any additional credit for
- 16 such assignment.
- 17 37. "PBS Premium Rotation" (PBSPR) means a rotation that has been designated by the
- 18 Company as premium and so published in the bid package. Should such a rotation not be
- 19 awarded to a pilot during the PBS line award process, or flown by the pilot to whom it is
- 20 awarded, any such designation (and premium) will be removed and the rotation placed in
- 21 open time.
- 22 38. "Pilot change schedule" (PCS) means a process for the submission of requests for:
- 23 a. military leave of absence (see *Section 13 D.*)
- 24 b. personal drop (PD), qualified personal drop (QPD), individual vacation day (IVD),
- 25 and authorized personal drop (APD) (see *Section 23 I.*)
- 26 c. swap with the pot (see *Section 23 H.*)
- 27 d. white slip (see *Section 23 P.*)
- 28 e. yellow slip (see *Section 23 T.*)
- 29 f. GS and GSWC (see *Section 23 Q.*)
- 30 g. X-day move (see *Section 12 M. 8.*)
- 31 h. additional day off (see *Section 23 S. 16.*)
- 32 i. recovery slip (see *Section 23 J.*)
- 33 j. silver slip (SS) (see *Section 23 DD.*)
- 34 k. Voluntary Airport Standby (VAS) period (see *Section 23 EE.*)
- 35 39. "Pilot-to-pilot swap board" means an electronic system through which a pilot offers
- 36 and/or executes a rotation drop, swap, and/or pickup or an X-day swap with another pilot
- 37 under *Section 23 F.*
- 38 40. "Premium pay" means pay as set forth in *Section 23 U.* applicable to:
- 39 a. an inversely assigned rotation or flight segment(s).
- 40 b. a GS rotation.
- 41 c. a GSWC rotation.
- 42 d. a SS rotation.
- 43 e. a PBSPR rotation.
- 44 f. a reserve on-call day, designated as premium.
- 45 41. "Proffer," for purposes of *Section 23*, means an offer of an award or assignment made by
- 46 the Company to a pilot that the pilot, in their discretion, may accept or decline.

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- 1 42. "Projection" means the sum of a pilot's accumulated credit and remaining scheduled
2 credit within the bid period.
- 3 43. "Projected number of regular lines" means the total scheduled block and credit hours in a
4 category added to a percentage of the total known absence hours in such category,
5 divided by the ALV for such category.
- 6 Note: The percentage of total known absence hours will be determined by the Director –
7 Crew Resources & Scheduling with the purpose of determining the most accurate
8 projected number of regular lines. The Company will provide advance notice of any
9 intent to change such percentage in a category, and will meet and confer upon request
10 with the Association to mutually review the reason for the change and to demonstrate the
11 increased accuracy of the calculation.
- 12 44. "Pro rata portion of the ALV" means the ALV for a position divided by the number of
13 days in a bid period.
- 14 45. "Pro rata portion of the reserve guarantee" means the reserve guarantee for a position
15 divided by the number of days in a bid period.
- 16 46. "RAW value grouping" means a range of RAW values for each category in each bid
17 period determined by mutual agreement between the Director – Crew Resources and
18 Scheduling and the MEC Scheduling Committee Chairman, and made available no later
19 than the last day of the prior bid period.
- 20 47. "Recovery slip" means a request by a regular pilot to be awarded open time under
21 **Section 23 J.** in lieu of being assigned recovery flying under **Section 23 K. 1.**
- 22 48. "Regular pilot" means a pilot who holds a regular line.
- 23 49. "Release" means:
- 24 a. for purposes of determining a pilot's break-in-duty, the later of:
- 25 1) 30 minutes after the block-in of their last flight segment, or
- 26 2) the actual time the pilot is released by the Company (after completion of any
27 additional duty required by the Company) to begin a rest period sufficient to
28 break their duty period under **Section 12 G.**
- 29 b. for purposes of determining a pilot's duty period credit and rotation credit, the later
30 of:
- 31 1) 30 minutes after the actual block-in of their last flight segment,
- 32 2) 30 minutes after the adjusted block-in of their last flight segment determined by
33 adding the scheduled block time of such flight segment to the later of the
34 scheduled or actual departure time of such flight segment, or
- 35 3) the actual time the pilot is released by the Company (after completion of any
36 additional duty required by the Company) to begin a rest period sufficient to
37 break their duty period under **Section 12 G.**
- 38 50. "Report" means the later of the actual or scheduled time that a pilot begins duty. Such
39 scheduled time is:
- 40 a. one hour before the scheduled departure of the first:
- 41 1) non-trans-oceanic flying segment.
- 42 2) deadhead on on-line transportation or a Delta Connection Carrier (including an
43 ocean crossing deadhead that originates within the continental United States).
- 44 b. 90 minutes before the scheduled departure of the first:
- 45 1) trans-oceanic flight segment, (including an ocean crossing deadhead that
46 originates outside the continental United States).

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- 1 2) off-line deadhead segment other than a Delta Connection Carrier.
2 Exception: Flight segments to/from Hawaii will have a 60-minute report.
- 3 51. "Reroute" means:
- 4 a. alteration of a pilot's rotation or portion thereof due to irregular operations to:
5 1) delete a previously scheduled flight segment(s), and/or
6 2) add a flight segment(s) that is not open time (including flying removed from open
7 time),
8 or
9 b. alteration of a pilot's rotation or portion thereof to:
10 1) delete a previously scheduled flight segment(s), and/or
11 2) add a flight segment(s) under *Section 23 N. 21.* or *O. 15.*;
12 and
13 c. notification to the pilot, after the airborne departure of their first flight segment, of
14 such alteration.
- 15 Note: An alteration in the departure, enroute, or arrival time of a scheduled flight
16 segment does not constitute a reroute.
- 17 52. "Reserve assignment weighting" (RAW) means a value assigned to a reserve pilot that is
18 based on their accumulated credit in a bid period, their CROC days in a bid period, and
19 their number of short call credits in a bid period. A reserve pilot's RAW is used as part
20 of the process of sequencing the pilot for assignment to open time. Such value will be
21 calculated using the following formula, rounded to the nearest integer:
22 Reserve assignment weighting = $[(A \div C) \times 75] + [(B \div D) \times 100] + (E \times 5)$, where:
23 **A** = the reserve pilot's credit hours accumulated in the bid period plus prorated credit
24 hours associated with their period of unpaid absence and/or vacation and/or training
25 (other than qualification or distributed training), if any. The number of prorated
26 hours associated with their period of unpaid absence and/or vacation and/or training
27 (other than qualification or distributed training) will be determined by multiplying the
28 number of days of the pilot's unpaid absence and/or vacation and/or training (other
29 than qualification or distributed training) by the reserve guarantee and then dividing
30 that product by 30 or 31 (days of the bid period).
31 **B** = the reserve pilot's CROC days plus prorated CROC days associated with their period
32 of absence other than sick leave, if any (e.g., vacation, training, MLOA, PLOA). The
33 number of prorated CROC days associated with their period of absence other than
34 sick leave will be determined by multiplying the number of days of their absence by
35 16, 17, or 18 (on-call days per bid period) and then dividing that product by 30 or 31
36 (days of the bid period).
37 **C** = the reserve guarantee.
38 **D** = number of on-call days in a full month of reserve.
39 **E** = the number of short call periods for which the pilot has been credited in the bid
40 period.
- 41 53. "Reserve day" means a day on which a reserve pilot is scheduled to be on either an on-
42 call day or an X-day.
- 43 54. "Reserve open time" means reserve duty as follows:
44 a. an additional on call day available to a reserve pilot under *Section 23 T.*
45 b. an additional short call period available to a reserve pilot under *Section 23 T.*

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- 1 c. a voluntary airport standby period (VAS) available to a regular or a reserve pilot
2 under **Section 23 EE**.
- 3 55. "Reserve pilot" means a pilot who holds a reserve line.
- 4 56. "Reserve prorata share" means the reserve guarantee divided by the associated number of
5 on-call days in a full bid period on a reserve line.
- 6 57. "Reserve utilization order" (RUO) means an order of assigning open time to reserve
7 pilots, within days-of-availability groupings, that is based upon a comparison of their
8 RAW value groupings.
- 9 58. "Reserve with Conflict" means a rotation assignment proffered to a reserve pilot during
10 their period of unavailability under **Section 23 S. 5. e**.
- 11 59. "Rotation" means a duty period, or series of duty periods, that is identified by number and
12 scheduled to begin and end at a pilot's base, and all the flight segments contained therein.
13 The release of a regular pilot for a break-in-duty at their base that is within such a series
14 of duty periods ("in base layover") will not end their rotation.
- 15 60. "Silver slip" (SS) means a request by a regular pilot to be assigned a rotation via PCS that
16 has been designated by the Company as such and may generate premium pay.
- 17 61. "Soft non-fly day" means a non-fly day other than a hard non-fly day (i.e., a day on
18 which a pilot may be inversely assigned to a rotation).
- 19 62. "Standby rotation" means a rotation constructed with pre-designated deadhead flight
20 segment(s) and short call periods awarded under **Section 23 AA**. Regular and reserve
21 pilots are eligible to be awarded such rotations, but they may not be assigned.
- 22 63. "Voluntary Airport Standby (VAS) period" means a 6-hour period of availability at the
23 airport at a pilot's base. Regular and reserve pilots are eligible to be awarded such
24 rotations, but they may not be assigned.
- 25 64. "White slip" means a request by a regular pilot to be awarded open time or under
26 **Section 23 P**.
- 27 65. "Widebody" means an aircraft type under **Section 22 A. 3. a. – f**.
- 28 66. "Within days-of-availability groupings" means an order of assigning open time under
29 **Section 23 N. or O.** to reserve pilots based upon a comparison between each pilot's days-
30 of-availability and the length of the rotation.
- 31 67. "Within least disruption groupings" means an order of assigning open time to reserve
32 pilots for whom such assignment would extend into their regular line and conflict with a
33 rotation(s). Such pilots will be sequenced for assignment by least number of rotation
34 days to be dropped.
- 35 68. "Within least intrusion groupings" means an order of assigning open time to reserve
36 pilots for whom such assignment would extend into their regular line days-off, but would
37 not extend into a rotation(s). Such pilots will be sequenced for assignment by least
38 number of days interrupted.
- 39 69. "X-day" means a 24-hour duty-free period at a pilot's base, on a reserve line.
- 40 70. "Yellow slip" means a request by a reserve pilot to:
- 41 a. become first in sequence for assignment:
- 42 1) to a specific rotation(s) (in seniority order within RUO among pilots submitting
43 yellow slips for such assignment), or
- 44 2) on a specific date(s) (in seniority order within RUO among pilots submitting
45 yellow slips for such assignment),

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- b. become first in sequence for conversion to short call at a specific time(s) and/or on a specific date(s) under *Section 23 S. 1. f.*, or
- c. be awarded additional on-call days.
- d. be awarded short call periods from reserve open time.
- e. be awarded “Reserve with Conflict” rotations
- f. be awarded a voluntary airport standby period (VAS)

B. Timing of Scheduling Events

1. Current Month Events Affecting Subsequent Bid Period Scheduling

Day of Calendar Month	Event
Before the <i>5th</i> 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 their training
Before the <i>21st</i> 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
Before <i>0800E</i> on the <i>25th</i> day of the month that is two months prior to the bid period	Estimated available vacation move-up weeks based on information available at time of posting
Before <i>1800E</i> on the <i>25th</i> 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 <i>1800E</i> on the <i>25th</i> 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 <i>1800E</i> 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
No later than 5 days prior to to PBS bid window opening	Bid packages provided to ALPA
At <i>0800E</i> on the <i>1st</i>	Vacation move-ups close
Before <i>1800E</i> on the <i>4th</i>	Bid packages distributed electronically Vacation move-ups posted Qualification training posted CQ training posted Asterisk rotation changes posted
Before <i>1800E</i> on the <i>11th</i>	Pilot advises Crew Scheduling of known absence (e.g., MLOA, scheduled accident)

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	leave, scheduled sick leave) in subsequent bid period Pilot advises Crew Scheduling of their 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 their 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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2
3
4
5

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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- 1 2. Daily Events Affecting Current Bid Period
 2
 3

Time of Day	Event
No earlier than 0700E, 1200E, 1700E, and 2200E	PCS run time beyond second day for all PCS awards PCS run time second day for PCS awards other than rotation coverage (e.g., military leave, APD, PD, X-day move, swap with the pot, additional day off)*
No earlier than 0700E	PCS run time for second day for all PCS awards PCS run time next day for PCS awards other than rotation coverage (e.g., military leave, APD, PD, X-day move, swap with the pot, additional day off)*
Between 0800 Base time and 2400 Base time	Second day rotation coverage
As it becomes known to Crew Scheduling	Same day, next day rotation coverage
0001E and 1300E	Automated RAW value update
1200 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. (<i>Section 23 S. 2. a. 5) Note one, 2. c. 3) Note one, and 5. d. 2) b))</i>)
No later than 0800E	Publishing of available short call reserve periods for the next day
No earlier than 1100E	Next day short call reserve YS submission closes
No later than 1200E	Next day short call reserve awards posted

4 *Subject to **Section 23 I. 13.**

5
 6 Note: Current bid period PCS will be run as close as possible to, but not earlier than,
 7 scheduled PCS run times and will process all pilot requests submitted prior to the
 8 beginning of the run.

- 9 3. The sequence of events set forth in **Section 23 B. 1.** and **2.** may be altered by mutual
 10 agreement between the Director – Crew Resources and the MEC Scheduling Committee
 11 Chairman.
 12 4. All bid packages must be delivered to the Association no later than five days prior to the
 13 PBS window opening.

14
 15 Example: For the June 2023 Bid Period, bid packages will be delivered by 1800 on April
 16 30, 2023.

17
 18 C. Preferential Bidding System (PBS)

19
 20 The Company will provide a preferential bidding system (PBS) which will allow each pilot
 21 in a category to bid for and be awarded an initial line, based upon **MOU #1 – PBS** and:

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- 1 1. their bid preferences
- 2 2. their seniority,
- 3 3. their known absences,
- 4 4. programmed award logic,
- 5 5. FARs,
- 6 6. Company policy, and
- 7 7. the PWA.

8

9 D. Line Award Process

10

- 11 1. The Company will make a bid package available to each pilot for their category for each
- 12 bid period. The bid package may be distributed electronically under terms and conditions
- 13 approved by the Director – Crew Resources and the MEC Scheduling Committee
- 14 Chairman.
- 15 2. A bid package will include:
 - 16 a. the date and time of bid closing,
 - 17 b. rotation descriptions,
 - 18 c. asterisk rotation descriptions,
 - 19 d. regular and reserve line parameters, and
 - 20 e. minimum separation lengths, if applicable.
 - 21 f. all available flying for sale.
 - 22 g. daily short call periods available for bid.

23

24 Note: A pilot may bid for an available short call period(s) to be awarded on a reserve line

25 in PBS. An available short call period(s) that is not awarded in PBS may be placed

26 into reserve open time.

- 27 h. voluntary airport standby (VAS) periods available for bid.

28 Note: A pilot may bid for an available VAS period(s) to be awarded on a regular or a

29 reserve line in PBS. An available VAS period(s) that is not awarded in PBS may be

30 placed into reserve open time.

- 31 i. PBS premium rotations (PBSPR).

- 32 3. A rotation description will include:

- 33 a. rotation pairing by days,
- 34 b. aircraft model(s),
- 35 c. stations,
- 36 d. origination and termination times,
- 37 e. total scheduled block time and credit,
- 38 f. daily scheduled block time and credit,
- 39 g. layover times, cities, and lodging,
- 40 h. designation of types of credit,
- 41 i. exceptions and schedule change descriptions,
- 42 j. maximum allowable on-duty time,
- 43 k. scheduled on-duty time,
- 44 l. scheduled time away from base, and
- 45 m. break-in-duty times based on release to report.
- 46 n. voluntary airport standby period by date & start time(s).

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- 1 4. A reserve short call period description will include date & start time.
- 2 5. Initial line bidding will close at 1800E on the 11th day of each month.
- 3 Exception: Under unusual and extenuating circumstances, the Company may close initial
- 4 line bidding on a day subsequent to the 11th day of a month. In all cases, bid packages
- 5 will be made available at least seven days before bid closing.
- 6 6. Prior to the close of initial line bidding, a pilot may enter their bid preferences via PBS
- 7 and/or DBMS.
- 8 Exception: A pilot performing international operations from the 4th to the 11th of the
- 9 month may enter their preferences by telephone contact with Crew Scheduling if they are
- 10 out of the United States from the 4th to the 11th of the month and unable to access PBS.
- 11 Note: PBS will be accessible through an internet connection that does not require a
- 12 virtual private network. PBS will be compatible with the following operating systems, as
- 13 a minimum: Windows™ and Mac™.
- 14 7. Initial line awards will be made in seniority order among pilots in the category.
- 15 Exception: A low-time First Officer who is projected to be a low-time pilot on the first
- 16 day of the bid period will not be awarded a rotation that was awarded to a low-time
- 17 Captain, unless the FAA permits the pairing of low-time pilots.
- 18 8. Initial Captain lines will be awarded before initial First Officer lines.
- 19 9. A regular line will be constructed from published rotations to achieve a credit value
- 20 within the LCW, including a value, if any, for a known absence.
- 21 Note: For the purposes of line construction, a PBSPR will utilize only the pay and credit
- 22 portion of the rotation.
- 23 Exception: In the event a pilot's block hour limit (plus the value, if any, for a known
- 24 absence) is lower than the upper limit of the LCW for their category for the bid period,
- 25 the lower limit of their LCW for the bid period will be their block hour limit (plus the
- 26 value, if any, for a known absence) minus the difference between the upper limit and the
- 27 lower limit of the LCW for their category for the bid period.
- 28 Note: In the event a satisfactory PBS solution (e.g., within +/- one and one-half hours of
- 29 the published ALV) is not achievable, an adjustment to the LCW may be made by mutual
- 30 agreement between the Director – Crew Resources and the MEC Scheduling Committee
- 31 Chairman.
- 32 10. A pilot will not be awarded a regular line that:
- 33 a. exceeds 18 days in which a pilot is on a rotation.
- 34 Note one: A pilot may state a preference (waive rule) for a regular line award which
- 35 exceeds 18 days in which they are on a rotation.
- 36 Note two: For line construction purposes, a pilot will not be considered to be on a
- 37 rotation on a day that they are released at their base at or before 0300 base time and
- 38 does not thereafter report for duty on the same calendar day.
- 39 b. creates, or is within one hour of creating, an FAR or PWA conflict,
- 40 Exception: This one-hour limitation does not apply to the pilot's block hour limit.
- 41 or,
- 42 c. exceeds the pilot's block hour limit.
- 43 11. A pilot who cannot be awarded a regular line within their LCW will be awarded a reserve
- 44 line.

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1 Exception: A pilot who is within a number (such number to be the projected number of
2 regular lines in such pilot's category) of the most senior pilots in a category and who
3 cannot be awarded a regular line within their LCW may:

- 4 a. request and be awarded an RLL.
- 5 b. elect to be awarded a blank regular line if they do not request an RLL.

6 12. A regular line will be constructed to contain at least:

- 7 a. 48 hours free of duty between all different direction (Europe/Pacific/South America)
8 ocean crossing rotations.

9 Exception: A pilot may reduce this requirement to 24 hours free of duty in PBS.

- 10 b. 13 hours free of duty prior to a trans-oceanic duty period.
- 11 c. 18 hours free of duty following a trans-oceanic duty period.
- 12 d. 12 hours free of duty between rotations.

13 13. A reserve line will be constructed to contain a number of X-days under **Section 12 M. 2.**

14 14. A pilot who, in the initial line bid, fails to bid will be awarded a line based on their
15 default bid.

16 Note: If a pilot does not submit a default bid, they will be awarded a line based on the
17 PBS default bid ("award pairings" or "award line reserve").

18 15. A pilot's adjusted line for the following bid period will be available to the pilot via
19 DBMS at or before 1800E on the 17th of the month.

20 16. A rotation(s) that becomes known after distribution of bid packages will be open time.

21 17. Rotations that have not been placed on regular lines will be open time.

22 18. A pilot holding an RLL who elects to receive a regular line guarantee of the lower limit
23 of their LCW, will be required to remain available for assignment to open flying as
24 follows:

- 25 a. The number of required days of availability will be determined by dividing the
26 difference between their regular line guarantee and their projection by a reserve pro
27 rata share, rounding the resulting quotient up to the nearest integer.
- 28 b. Such days will be placed on their line by mutual consent between the pilot and Crew
29 Scheduling in a single group, if possible. If such mutual consent cannot be achieved,
30 placement of the days will be determined by Crew Scheduling.
- 31 c. An increase of the pilot's projection after placement of their required days of
32 availability will cause the number of such required days to be recalculated under
33 **Section 23 D. 18. a.** The excess number of such required days determined under this
34 recalculation will be removed from the pilot's line, beginning with the earliest such
35 day on their line.
- 36 d. Following the 2200E PCS run on the 24th of the prior month, the pilot may be
37 assigned recovery flying that:
 - 38 1) is scheduled to report on a day within a group of their days of availability, and
 - 39 2) is scheduled to release no later than three days after the end of such group of days
40 of availability.
- 41 e. The pilot:
 - 42 1) will be notified of their assignment to recovery flying by telephone contact from
43 Crew Scheduling,
 - 44 2) must be able to report for an assigned rotation no sooner than 24 hours from the
45 first attempted contact by Crew Scheduling, and

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1 3) is obligated to fly the recovery flying whether or not the pilot acknowledges such
2 flying.

- 3 19. A pilot holding a blank regular line may submit white slips and GSs for open time
4 originating during that line. Such pilot will not receive:
5 a. a regular line guarantee, or
6 b. a rotation guarantee for a rotation that is removed due to a conflict with, or failure to
7 complete, their OE(s).

- 8 20. The Company may deviate from the line award process in **Section 23 D.** if necessary
9 because of an unforeseen change of rotations after the distribution of the bid package. In
10 such cases:

- 11 a. the line award will be conducted as expeditiously as possible, and
12 b. seniority will govern the awarding of lines within a category.

13 Note: In cases of temporary reduction in the number of lines in a category not
14 accompanied by a comparable reduction in positions, a sufficient number of reserve lines
15 will be created to ensure a line for each pilot in the category.

16 E. Pilot Change Schedule (PCS)

- 17 1. Pilots will be afforded the opportunity to submit requests for the following forms of
18 schedule alterations through DBMS:

- 19 a. MLOA,
20 b. PD, IVD, and APD,
21 c. swap with the pot,
22 d. X-day moves,
23 e. white slips,
24 f. yellow slips (including additional short call periods),
25 g. reserve rotation preference if needed to fly (see **Section 23 S. 18.**),
26 h. GS and GSWCs,
27 i. additional day(s) off (see **Section 23 S. 14.**), and/or
28 j. preference for recovery flying rotations (see **Section 23 K.**)
29 k. recovery slips (see **Section 23 J.**)
30 l. SSs (see **Section 23 DD.**)
31 m. voluntary airport standby (VAS) periods (see **Section 23 EE.**)

32 Note: A pilot will input PCS preferences via templates in DBMS. Such templates may
33 be modified by mutual agreement between the Director – Crew Resources and the MEC
34 Scheduling Committee Chairman.

- 35 2. Requests for the following schedule alterations will be processed in the following order:

- 36 a. MLOA (see **Section 13 D.**),
37 b. IVD (See **Section 23 I.**),
38 c. APD (see **Section 23 I.**),
39 d. PD and X-day moves (see **Section 23 I.** and **Section 12 M. 8.**),
40 e. recovery slips (see **Section 23 J.**),
41 f. white slip (see **Section 23 P.**), and
42 g. SS (see **Section 23 DD.**)
43 h. Swap with the pot (see **Section 23 H.**)
44 i. VAS periods (see **Section 23 EE.**)
45
46

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- 1 3. PCS requests will be processed:
 - 2 a. automatically by the PCS system for:
 - 3 1) beyond second day (all awards)
 - 4 2) second day at pilot's request (0700E run only, all awards),
 - 5 3) second day for all PCS awards other than rotation coverage (e.g. military leave,
 - 6 APD, PD, X-day move, swap with the pot, additional day off), and
 - 7 4) next day for all PCS awards other than rotation coverage (e.g. military leave,
 - 8 APD, PD, X-day move, swap with the pot, additional day off) (0700E run only).
 - 9 b. manually by Crew Scheduling for:
 - 10 1) second day (after completion of the 0700E automated PCS run on the next day),
 - 11 and
 - 12 2) next and same day.

13 Note: Normally, only the following requests will be processed manually:

 - 14 1) Recovery slips
 - 15 2) White slips
 - 16 2) Yellow slips
 - 17 3) Reserve rotation preferences if needed to fly
 - 18 4) GS and GSWC
 - 19 5) VAS periods- 20 4. A pilot who submits a PCS request for a:
 - 21 a. rotation under **Section 23 E. 3. a.**, is responsible for ascertaining whether their
 - 22 request has been granted and acknowledging their award. Crew Scheduling is not
 - 23 required to notify a pilot of such an award.
 - 24 b. rotation and who has indicated in such request their willingness to automatically
 - 25 acknowledge such an award under **Section 23 N.** while the pilot is on a duty, FTD, or
 - 26 simulator period is responsible for ascertaining whether their request has been
 - 27 granted. Crew Scheduling will attempt to notify a pilot of such an award.
 - 28 Note: In the event a pilot utilizes an off-rotation deadhead, the scheduled time of the
 - 29 originally scheduled deadhead will be used for determining report and/or release of
 - 30 the pilot's duty period, whichever is applicable (e.g., the scheduled release of the duty
 - 31 period will be used if an off-rotation deadhead is used at the end of a rotation).
- 32 5. PCS Deadline Examples
 - 33 a. Example 1
 - 34 1) Assumption: The pilot desires to swap a rotation with a scheduled report of 1400
 - 35 on the 12th day of the month and does not desire the automated PCS system to
 - 36 consider next-day flying.
 - 37 2) Result: The pilot must enter the swap request into PCS no later than the 2200E
 - 38 run on the 10th day of the month.
 - 39 b. Example 2
 - 40 1) Assumption: The pilot desires to swap a rotation with a scheduled report of 1400
 - 41 on the 12th day of the month and desires the automated PCS system to consider
 - 42 next-day flying.
 - 43 2) Result: The pilot must enter the swap request into PCS no later than the 0700E
 - 44 run on the 11th day of the month (see **Section 23 E. 3.**)
 - 45 c. Example 3

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- 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 second-day flying.
 - 2) Result: If the white slip is entered into PCS prior to the 2200E run on the 15th, it will be processed by the automated PCS system. After the 2200E PCS run on the 15th, 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 second-day flying.
 - 2) Result: If the white slip is entered into PCS prior to the 0700E run on the 16th, it will be processed by the automated PCS system (see **Section 23 E. 3.**) After the 0700E run on the 16th, 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. a regular pilot to:
 - 1) exchange (swap) a rotation with another regular pilot, and/or
 - 2) allow another regular pilot to pick up a rotation from their line.
 - b. a reserve pilot to exchange (swap) X-day(s) with another reserve pilot pursuant to **Section 12 M. 8.** and **9.**
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 their request has been granted and acknowledging their 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/drop or X-day swap request must indicate:
 - a. the rotation to be swapped or dropped, or date(s) of X-day(s) to be swapped,
 - b. whether the rotation is available either for swap, pick-up, or both,
 - c. an expiration time and date,
 - d. the report date(s) and the length of the rotation(s) for which the pilot is willing to swap, and
 - e. whether the pilot wishes:
 - 1) to be contacted by the other pilot, via phone or email, before they execute the transaction (a "contact me first" request), or
 - 2) to allow another pilot to execute the swap or pick-up if it meets the specified criteria (a "just put through" request).Exception: A "just put through" request will not be executed within 48 hours of report of the rotation to be dropped or added.

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- 1 6. The Company will provide an area within a swap request for a pilot to include comments
2 to further describe the rotation(s) for which the pilot is willing to swap.
- 3 7. A regular pilot may execute a rotation swap or drop request via the swap board, provided:
4 a. the transaction complies with the stipulations in the request,
5 b. the transaction will not create, or be within one hour of creating, an FAR or PWA
6 conflict,
7 Exception: This one hour limitation does not apply to the pilot's block hour limit.
8 c. the transaction does not conflict with any restrictive status code (e.g., MLOA, LCA,
9 OE) on either pilot's line,
10 d. any added rotation originates more than 96 hours after the time of execution of the
11 swap, if such pilot lacks special airport/route/theater qualification for such rotation,
12 unless, at the time of execution, the rotation has already been awarded/assigned to
13 another qualified pilot whose presence either qualifies or will qualify the pilot into the
14 special airport or theater or on the route,
15 Exception: A Captain whose request for a theater qualification remains unfulfilled
16 pursuant to **Sections 11 J. 2. E.** or **5. D.** will not be denied such rotation.
17 e. any added rotation will not pair pilots who are both projected to be low-time pilots at
18 the origination of the added rotation,
19 f. both pilots have completed OE,
20 g. the transaction does not include a SS, GS, IA, GSWC, IAWC, or recovery flying
21 assigned under **Section 23 K.**,
22 h. the swap will not drop a rotation within 96 hours of report on which a line check or
23 SAQ is scheduled, and
24 j. the transaction does not add a rotation to a pilot's line that was removed from such
25 pilot's line via an earlier swap board transaction unless such rotation was
26 subsequently awarded to a pilot via PCS.
27 Note: During the PBS bid award process, a pilot may not execute a request involving a
28 rotation that contains any duty period, or portion thereof, that is within the last six days of
29 the current bid period.
- 30 8. A reserve pilot may execute an X-day(s) swap request if the swap meets the requirements
31 of **Section 12 M. 8.** and **9.**
- 32 9. A rotation swap or drop request or reserve X-day swap request will remain active for
33 processing until:
34 a. it is executed by a pilot.
35 b. two hours prior to report of the rotation to be swapped or dropped.
36 c. 72 hours prior to the start of the X day(s) sought to be moved.
37 d. it is withdrawn by the pilot.
38 e. the rotation is no longer a part of the pilot's line.
39 f. the expiration date and time have passed.
40 Note: When within two hours of report for a rotation, a pilot may call Crew Scheduling
41 to request manual processing of a swap which will be processed, if practicable.
- 42 10. Rotation swap requests involving next bid period rotations may be posted following
43 completion of the line adjustment process.

44 G. Rotation Changes and Removal

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- 1 1. Changes to the posted schedule will be shown in DBMS. The affected pilots will be
2 notified as soon as practicable.
- 3 2. The Company may remove a pilot from a rotation or portion thereof.
- 4 3. If the Company advances the scheduled departure time of the first flight segment of a
5 non-charter rotation by 15 minutes or less:
 - 6 a. a pilot assigned to such flight will not be considered to be removed or rescheduled,
 - 7 b. the Company may attempt to contact a pilot of such advancement prior to their
8 originally scheduled report,
 - 9 c. whether or not the pilot is contacted, their report (for pay, credit and duty time limit
10 purposes) will be deemed to have been advanced by the same amount of time, and
 - 11 d. a pilot who does not receive notice of such advancement will not be liable for a late
12 show.
- 13 4. The Company may alter the report, departure and arrival times, and intermediate stops of
14 charter flight segments. The pilot(s) assigned to such flight segments will not be
15 considered to be removed or rescheduled.
16 Note: The Company may:
 - 17 1) alter the departure, arrival time, intermediate stops, and itinerary of a MAC. The
18 report time of a MAC may not be altered more than one hour earlier, nor more than
19 24 hours later than originally scheduled. This alteration(s) may occur more than
20 one time and the pilot(s) assigned to such MAC will not be considered to be
21 removed or rescheduled. Such pilot(s) may be entitled to lodging at their base
22 under **Section 5 E. 1. e.**
 - 23 2) not schedule any non-MAC flights, other than ferry (non-revenue) flights while
24 positioning an aircraft for, or returning from, a MAC.
- 25 5. An LCP may remove a First Officer from a rotation or any portion thereof for the purpose
26 of conducting OE.
 - 27 a. If the First Officer is removed from their entire rotation, the pilot will be guaranteed
28 pay and credit for the scheduled credit of such rotation.
 - 29 b. If the First Officer is removed after flying a portion of such rotation, the pilot:
 - 30 1) will be guaranteed pay and credit for the greater of:
 - 31 a) the scheduled credit of such rotation, or
 - 32 b) their accumulated credit for the portion of such rotation flown.
 - 33 2) may be rerouted under **Section 23 L.**
 - 34 c. If the First Officer is removed from a portion of their rotation beginning with the first
35 flight segment, the pilot:
 - 36 1) will be guaranteed pay and credit for the greater of:
 - 37 a) the scheduled credit of such rotation, or
 - 38 b) their accumulated credit for the portion of such rotation flown.
 - 39 2) may be assigned to:
 - 40 a) deadhead to any portion of such rotation, or
 - 41 b) fly any portion of such rotation.
 - 42 d. If a First Officer is so removed from an augmented crew, the senior First Officer will
43 be afforded the option of being removed or flying the rotation, if:
 - 44 1) exercising their option:
 - 45 a) does not increase the number of deadhead segment(s) or hotel requirements
46 beyond those that existed in the original First Officer rotations, or

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- 1 b) creates no more total additional deadhead segment(s) and hotel requirements
2 than the alternative, and
3 2) they notify the Company of their choice at the time of the first attempted contact
4 to advise of the option.
5 Note: If the senior First Officer is unavailable for contact, they will be the First
6 Officer who is removed under **Section 23 G. 5. d.** unless they have indicated a
7 preference in DBMS to not be removed.
- 8 6. A pilot who is removed from a rotation(s) may be eligible for a guarantee under other
9 provisions of the PWA (e.g., **Section 4 E.**, **Section 4 F.**, **Section 4 H.**). A pilot will:
10 a. receive pay and credit under **Section 23 K.** for any rotation(s) that is removed during
11 the line adjustment process due to an FAR, block hour limit, or PWA conflict arising
12 from the pilot's:
13 1) reroute,
14 2) inverse assignment,
15 3) reserve assignment, or
16 4) overflying.
17 b. not receive pay and credit for any rotation(s) that is removed during the line
18 adjustment process due to an FAR, block hour limit, or PWA conflict arising from the
19 pilot having added a rotation(s) to their line during the PBS bid award process via:
20 1) their white slip, yellow slip, or green slip,
21 2) Swap with the Pot,
22 3) the Pilot-to-Pilot Swap Board, or
23 4) rotation buy.
- 24 7. A reserve pilot who is removed from a rotation(s) will not be eligible for a rotation
25 guarantee under **Section 4 F.**, and will remain on-call as scheduled.
- 26 8. The Company may modify or remove an asterisk rotation.
27 Note: If an asterisk rotation that is on a pilot's line is changed such that it is scheduled to
28 release one day after its originally scheduled release, and provided that such rotation
29 remains on such pilot's line, such pilot will receive single pay and credit for the rotation
30 as flown, plus single pay, no credit for the last duty period of the rotation.
- 31 9. Rotations will not be split during the line adjustment process.
- 32 10. A reserve pilot may be proffered a rotation that begins in one bid period and ends in the
33 next, and who is either a regular pilot, or a reserve pilot in a different category in the next
34 bid period. Such pilot may decline the proffer. A pilot who accepts the proffer will
35 receive single pay and credit for the rotation, plus single pay, no credit for the portion of
36 the rotation that interrupts their X-days/scheduled days off.

37 38 H. Swap With The Pot

- 39
40 1. The Company will maintain and operate an automated PCS system that affords a regular
41 pilot the ability to exchange a scheduled rotation(s) for open time (see **Section 23 E.**).
42 2. A regular pilot may submit a swap request via PCS one day prior to the earliest scheduled
43 rotation(s) or open time affected by the request (see **Section 23 E. 3.**).
44 3. A swap request will indicate (in order of preference of drop/add combinations):
45 a. the scheduled rotation(s) to be dropped, and
46 b. in order of preference:

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- 1) the specific rotation(s) on a specific date(s) to be added, and/or
- 2) a rotation(s) of a specific length(s) originating on a specific date(s) to be added.
4. A regular pilot may submit as many swap requests as they desire on any day, within the limitations of the swap with the pot template.
5. A swap request will be granted at the time of processing provided:
 - a. reserve availability within the category is sufficient (as determined by application of the reserves required formula under **Section 23 V.** and indicated in DBMS),
Note: For purposes of a rotation that is scheduled to begin in one bid period and end in another, prior to the close of line bidding for the second bid period, a day(s) within such second bid period will be deemed to have sufficient reserve availability, provided that such day(s) does not fall within an APD holiday period as described in **Section 23 I. 10. A. Exception.**
 - b. the swap will not create, or be within 30 minutes of creating, an FAR or PWA conflict,
Exception: This 30-minute limitation does not apply to the pilot's block hour limit.
 - c. it does not conflict with any restrictive status code (e.g., MLOA, LCA, OE) on their line,
 - d. the added rotation(s) originates more than 96 hours after the time of processing, if the pilot lacks special airport/route/theater qualification for such rotation(s) unless, at the time of processing, the rotation has already been awarded/assigned to another qualified pilot whose presence either qualifies or will qualify the pilot into the special airport or theater or on the route,
Exception: A Captain whose request for a theater qualification remains unfulfilled pursuant to **Sections 11 J. 2. E.** or **J. 5. D.** will not be denied such rotation.
 - e. the added rotation(s) will not pair pilots who are both projected to be low-time pilots at the origination of the added rotation(s),
 - f. the pilot has completed OE,
 - g. the swap will not drop a rotation within 96 hours of report on which a line check or SAQ is scheduled,
 - h. the swap will not cause a pilot to exceed, or further exceed, their block hour limit.
Note: During the PBS bid award process, a swap involving a rotation that contains any duty period, or portion thereof, that is within the last six days of the current bid period will not be granted,
 - i. the swap does not add/drop a rotation awarded via SS/GS/GSWC/IA/IAWC/YS, and
 - j. the swap does not add/drop a rotation that was the result of a reserve assignment.
6. Swap requests will be processed by category, in seniority order. Captain swap requests will be processed before First Officer swap requests.
7. Swap requests involving next bid period rotations will be processed on a daily basis beginning on the 20th day of each month.
8. A swap request will be processed in conjunction with each PCS run (or more often, as agreed to by the Director – Crew Resources and the MEC Scheduling Committee Chairman).
9. PCS will not “loop back” a swap request, thereby removing a previously awarded rotation before completion of an iteration. PCS will, however, conduct two iterations (or more, as agreed to by the Director – Crew Resources and the MEC Scheduling

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1 Committee Chairman), thereby permitting a swap with a rotation(s) that was added to
2 open time during an earlier iteration of the same PCS run.

- 3 10. A swap request will remain active for processing until:
4 a. it is granted.
5 b. the originating date of the scheduled rotation to be dropped passes.
6 c. the originating dates of all preferences for rotation(s) to be added pass.
7 d. it is withdrawn by the pilot.
8 e. the pilot's "process until date" has passed.
9

10 I. Personal Drop

- 11
12 1. A pilot may, via DBMS, submit one of the following requests to drop a rotation(s) or
13 reserve on-call day(s) that begins no earlier than the next day (see *Section 23 E.*):
14 a. PD
15 b. IVD, or
16 c. APD.
17 2. Next-day IVD requests will be processed (before APD requests) each day, by category, in
18 seniority order among pilots who have submitted requests by 0700E on such day.
19 3. Next-day APD requests will be processed (before PD requests) each day, by category, in
20 seniority order among pilots who have submitted requests by 0700E on such day.
21 4. Next-day PD requests will be processed each day, by position, in seniority order among
22 pilots who have submitted requests by 0700E on such day.
23 5. A pilot may, via DBMS, submit a PD, IVD, or APD request for a beyond-next-day
24 rotation or beyond-next-day reserve on-call day(s).
25 6. Beyond-next-day IVD requests will be processed (before beyond-next-day APD
26 requests) daily in DBMS, by category, in seniority order among pilots who have
27 submitted requests by 0700E, 1200E, 1700E, and 2200E on such day.
28 7. Beyond-next-day APD requests will be processed (before beyond-next-day PD requests)
29 daily in DBMS, by category, in seniority order among pilots who have submitted
30 requests by 0700E, 1200E, 1700E, and 2200E on such day.
31 8. Beyond-next-day PD requests will be processed daily in DBMS, by position, in seniority
32 order among pilots who have submitted requests by 0700E, 1200E, 1700E, and 2200E on
33 such day.
34 9. A PD request will be granted if, at the time of processing, reserve availability is sufficient
35 (as determined by the reserves required formula under *Section 23 V.*, and as shown in
36 DBMS).
37 Exception one: In a widebody category, a reserve pilot's PD request may be denied if
38 granting the request does not maintain a minimum separation equal to the lesser of the
39 number of days in the longest published rotation in the category or four days between the
40 PD requested day and:
41 a) X-day blocks,
42 b) a training day(s),
43 c) a vacation day(s),
44 d) an already granted PD/IVD/APD day(s), or
45 e) a day(s) of legal duty leave.

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1 Exception two: A widebody category pilot whose category has a published MSL and
2 whose reserve line contains a contiguous block(s) of on-call days equal to or greater than
3 the MSL may be denied a PD request if granting the request does not maintain the
4 minimum separation published in the bid package between the PD requested day and:

- 5 a) X-day blocks,
- 6 b) a training day(s),
- 7 c) a vacation day(s),
- 8 d) an already granted PD/IVD/APD day(s), or
- 9 e) a day(s) of legal duty leave.

10 Note one: The pilot may contact their Chief Pilot, who may grant a requested PD
11 notwithstanding **Section 23 I. 9. Exceptions one and two.**

12 Note two: 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, provided
15 that such day(s) does not fall within an APD holiday period as described in **Section 23 I.**
16 **10. a. Exception.**

17 10. An APD request will be granted if, at the time of processing, the:

- 18 a. number of reserves available in the category is at least 25% of the number of reserves
19 required (as determined by the reserves required formula under **Section 23 V.**, and as
20 shown in DBMS),

21 Note: For purposes of a rotation that is scheduled to begin in one bid period and end
22 in another, prior to the close of line bidding for the second bid period, a day(s) within
23 such second bid period will be deemed to have sufficient reserve availability,
24 provided that such day(s) does not fall within an APD holiday period as described in
25 **Section 23 I. 10. a. Exception.**

26 Exception: An APD request may be denied regardless of the number of reserves
27 available during the period commencing two days before and ending one day after the
28 following:

- 29 1) New Year's Day
- 30 2) Super Bowl Sunday
- 31 3) Good Friday
- 32 4) Easter
- 33 5) Memorial Day
- 34 6) Independence Day
- 35 7) Labor Day
- 36 8) Thanksgiving Day
- 37 9) Christmas Day

38 and

- 39 b. pilot has not been granted an APD since the first day of the bid period containing the
40 last anniversary of their date of hire, and
- 41 c. pilot has requested to drop:
 - 42 1) a single rotation of any length,
 - 43 2) multiple rotations totaling no more than four consecutive days,
 - 44 3) no more than four consecutive reserve on-call days, or
 - 45 4) a combination of rotations and reserve on-call days totaling no more than four
46 consecutive days.

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- 1 11. Subject to **Section 7 I.**, an IVD request will be granted if, at the time of processing, the:
2 a. number of reserves available in the category is at least 25% of the number of reserves
3 required (as determined by the reserves required formula under **Section 23 V.**, and as
4 shown in DBMS),
5 Note: For purposes of a rotation that is scheduled to begin in one bid period and end
6 in another, prior to the close of line bidding for the second bid period, a day(s) within
7 such second bid period will be deemed to have sufficient reserve availability,
8 provided that such day(s) does not fall within an APD holiday period as described in
9 **Section 23 I. 10. a. Exception.**
10 Exception: An IVD request may be denied regardless of the number of reserves
11 available during an APD holiday period as described in **Section 23 I. 10. a.**
12 **Exception.**
13 b. pilot has not been granted more than four or six IVD days, as applicable under
14 **Section 7 I. 1.**, or awarded an IVD day on more than two separate occurrences since
15 the beginning of the vacation year, except as provided in **Section 14 K.**
16 c. pilot has at least a sufficient number of vacation days in a vacation period in a future
17 bid period that has not been included in a bid period published in DBMS.
18 Note one: At the time of the IVD request, the pilot will identify the vacation day(s) to
19 be removed from the applicable vacation block. Such IVD(s) must include the first
20 and/or last day of an awarded block of vacation days.
21 Note two: A vacation day(s) used for an IVD will not be considered to be a known
22 absences under **Section 22 C.**
23 Note three: The vacation bank of a pilot who has been awarded an IVD(s) will be
24 debited the value of one day for each IVD awarded.
25 e. pilot has requested to drop:
26 1) a single rotation of any length,
27 2) multiple rotations totaling no more consecutive days than the number of IVDs
28 requested,
29 3) no more consecutive reserve on-call days than the number of IVDs requested, or
30 4) a combination of rotations and reserve on-call days totaling no more consecutive
31 days than the number of IVDs requested.
32 f. A pilot that has been awarded an IVD(s) will receive 4:00 (or 4:15, beginning in the
33 2024-2025 vacation year, or 4:35, beginning in the 2025-2026 vacation year) pay, no
34 credit for each IVD(s) with a corresponding debit of their vacation bank.
35 12. A pilot will not be awarded a white slip, SS, GS, GSWC, IA, IAWC, VAS period, yellow
36 slip, or swap for a rotation that is scheduled to operate on a day on which IVD or APD
37 appears on their schedule.
38 13. A PD/IVD/APD for a rotation will not be granted if such rotation was the result of an
39 award or assignment under **Section 23 M. 2.** or **3.**
40 14. A reserve pilot will not be awarded a GS, IA, VAS period, or yellow slip for a rotation
41 that is scheduled to operate during a day of their PD.
42 15. DBMS will convert a denied PD, IVD, or APD request to a qualified personal drop
43 (QPD) request. A rotation within a QPD request will be available to be awarded via a
44 white slip or swap with the pot as if it were open time.
45 Note: If such rotation is not awarded to another pilot prior to 48 hours before its report
46 time, the pilot denied the PD, IVD, or APD will remain obligated to fly it.

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- 1 16. A QPD request will be granted if the rotation(s) is awarded to another pilot via an
2 advance white slip or swap with the pot, or utilized by the Company under
3 **Section 23 I. 17.**
- 4 17. A rotation(s) within a QPD request that remains in open time for more than 48 hours may
5 be utilized by the Company for a line check, theater or special airport qualification,
6 recency, consolidation, OE, or instructor or administrative pilot flying. Such utilization
7 will not generate a Company removal guarantee under **Section 4 E.**
- 8 18. PD, IVD, and APD requests for the next bid period will be processed on a daily basis, by
9 category in seniority order beginning on the 20th day of the month.
- 10 19. A pilot may, at their request, recover pay and credit for rotations and reserve on-call days
11 dropped pursuant to a PD, QPD, IVD, or APD, by utilizing:
12 a. vacation bank time, as follows:
13 1) A regular pilot will receive pay and credit for the scheduled value of rotation(s)
14 dropped.
15 2) A reserve or unassigned pilot will receive pay and credit for a reserve pro rata
16 share for each reserve on-call day dropped.
17 3) A pilot may not be paid and credited for a PD, QPD, IVD, or APD in an amount
18 in excess of their vacation bank hours.
19 b. full service bank withdrawal in an amount not to exceed the lesser of ALV plus five
20 hours or 82 hours, minus their accumulated credit for the bid period.
21 Exception: In no case will a pilot withdraw more than five hours from their bank in a
22 bid period in which the pilot flies a GS or portion thereof (see **Section 12 N.**).
- 23 20. A pilot may contact their Chief Pilot for approval for a personal drop sick (PDS) if they
24 are unable to adjust their schedule to accommodate an appointment for a routine health
25 procedure. The Chief Pilot may require documentation of such appointment.
- 26 21. A pilot's line guarantee under **Section 4** will be reduced by the scheduled credit that is
27 dropped due to the PD, IVD, APD, QPD, or PDS.

29 J. Recovery Slip

- 30
- 31 1. A regular pilot may, via DBMS, submit a recovery slip to be awarded open time in the
32 current or next bid period, in category, in lieu of being assigned recovery flying under
33 **Section 23 K. 1.** if they will be in the category of the open time on the day it originates.
- 34 2. A pilot who has not submitted a recovery slip may be assigned recovery flying under
35 **Section 23 K. 1.** after the earlier of:
36 a. 24 hours after first attempted notification of their removal from their originally
37 scheduled rotation, or
38 b. 0700E two days prior to their originally scheduled report.
- 39 3. A pilot who is awarded a recovery slip will be released from their recovery obligation for
40 the rotation from which they were removed.
- 41 4. A pilot who is awarded a recovery slip will receive pay and credit for the greater of the
42 value of:
43 a. the rotation from which the pilot was removed under **Section 23 K. 1.**, or
44 b. the awarded rotation or awarded VAS period.
45 Note: Such pilot will not receive pay under **Section 23 J. 4.** if they subsequently remove
46 the awarded rotation from their line under **Section 23 E.** or **F.**

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- 1 5. A recovery slip may stipulate specific rotations and/or specific dates, in order of
2 preference, and may also include any of the stipulations set forth in the PCS template.
- 3 6. Recovery slips will be processed:
 - 4 a. automatically by the PCS system for:
 - 5 1) beyond second day, and
 - 6 2) second day at pilot's request (0700E run only).
 - 7 b. manually by Crew Scheduling for:
 - 8 1) second day (after completion of the 0700E automated PCS run on the current
9 day), and
 - 10 2) same/next-day.
- 11 7. A recovery slip will remain active for processing until:
 - 12 a. the stipulations in the recovery slip have been met,
 - 13 b. the time frame specified by the pilot expires,
 - 14 c. the pilot withdraws the recovery slip,
 - 15 d. the pilot, at the discretion of Crew Scheduling, is assigned recovery flying under
16 **Section 23 K. 1.** after 0700E two days prior to their originally scheduled report and
17 after the otherwise active recovery slip has been processed by at least one PCS run,
 - 18 e. the pilot, at the discretion of Crew Scheduling, is assigned recovery flying under
19 **Section 23 K. 1.** after 0700E on the day prior to their originally scheduled report, or
 - 20 f. six hours after their originally scheduled report.
- 21 8. A pilot will not be awarded a recovery slip if:
 - 22 a. the pilot was not removed from their entire rotation under **Section 23 K. 1.**,
 - 23 b. the value of the rotation is less than 50% of the value of the rotation from which they
24 were removed under **Section 23 K. 1.**,
 - 25 c. the value of the rotation is greater than the value of the rotation from which the pilot
26 was removed and would cause their projection to exceed the ALV plus 15 hours,
27 Exception: A pilot in a category with a limited mix of rotations, in which the lower
28 limit of the LCW has been reduced (and noted in the bid package as the reduced
29 LCW lower limit), may be awarded a recovery slip that would cause their projection
30 to exceed the ALV by the number of hours (as published in the bid package) mutually
31 agreed to by the Director – Crew Resources and the MEC Scheduling Committee
32 Chairman.
 - 33 d. the block time of the rotation would cause their total projected block time for the bid
34 period to exceed, or further exceed, their block hour limit,
 - 35 e. the pilot is a low-time Captain and the rotation was previously awarded to a low-time
36 First Officer,
 - 37 f. the pilot is a low-time First Officer and the rotation was previously awarded to a low-
38 time Captain,
 - 39 g. they pilot has not completed OE,
 - 40 h. the rotation creates a rotation overlap and/or is within 30 minutes of creating an FAR
41 and/or PWA conflict,
42 Exception one: This 30 minute limitation does not apply to the pilot's block hour
43 limit (see **Section 12 B.**).
 - 44 i. the rotation includes a day on which IVD or APD appears on their schedule or a
45 reserve day on which PD appears on their schedule,
 - 46 j. the rotation does not conform with their stipulations entered under **Section 23 J. 5.**, or

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- 1 k. the rotation is scheduled to operate during a period(s) of their absence due to sick
2 leave.
 - 3 9. Proffer/Award – A pilot who is:
 - 4 a. proffered a recovery slip for a same-day rotation may decline such proffer.
 - 5 b. awarded a recovery slip for a next-day/second-day rotation:
 - 6 1) will be notified of such award by Crew Scheduling, and
 - 7 2) is obligated to fly the rotation if they acknowledge the award.
 - 8 c. awarded a recovery slip in a PCS run:
 - 9 1) will not be notified of such award by Crew Scheduling, and
 - 10 2) is obligated to fly the rotation whether or not they acknowledge the award.
 - 11 10. Crew Scheduling may correct errors and omissions in a:
 - 12 a. pre-bid period recovery slip award within 72 hours of the PCS run in which the error
13 or omission occurred.
 - 14 b. current bid period beyond-second-day recovery slip award before the PCS run
15 immediately following the award.
 - 16 11. A pilot who is not awarded a rotation because of an error or omission by Crew
17 Scheduling will receive pay and credit under **Section 23 J. 4.** and be released from their
18 recovery obligation as though they had been awarded the rotation they should have been
19 awarded (made whole).
 - 20 12. A pilot will not be paid or credited for a rotation that is removed from their line under
21 **Section 23 J. 10.** If there was another rotation that the pilot would have been awarded in
22 the absence of the error or omission, the pilot will:
 - 23 a. be awarded such rotation (without proffer), or
 - 24 b. receive pay and credit under **Section 23 J. 4.** and be released from their recovery
25 obligation as though the pilot had been awarded the rotation they should have been
26 awarded (made whole).
- 27
- ### 28 K. Rotation Guarantee Recovery
- 29
- 30 1. A regular pilot who is removed from a rotation due to IROPS affecting their rotation and
31 is notified of the change to such rotation before the airborne departure of its first flight
32 segment, will remain available and may be assigned and report for recovery flying as
33 follows:
 - 34 a. The pilot will report at the scheduled report for their recovery flying if:
 - 35 1) the removal is from their first flight segment, and
 - 36 2) prior to their originally scheduled report they are:
 - 37 a) notified of such removal, and
 - 38 b) assigned recovery flying.
 - 39 b. If the removal is from their first flight segment, and they are notified of such removal
40 prior to their originally scheduled report, but has not been assigned recovery flying as
41 of such report, the pilot:
 - 42 1) will be promptly available for contact by Crew Scheduling from such report until
43 the earlier of:
 - 44 a) six hours after such report,
 - 45 b) their assignment to recovery flying, or
 - 46 c) their release by Crew Scheduling from recovery obligations,

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- 1 and
- 2 2) will be prepared to report promptly for their recovery flying.
- 3 c. If the removal is from the pilot's first flight segment, and they are notified of such
- 4 removal after they have reported for their original rotation, the pilot:
- 5 1) will be immediately available for contact by Crew Scheduling until the earlier of:
- 6 a) six hours after such report,
- 7 b) their assignment to recovery flying, or
- 8 c) their release by Crew Scheduling from recovery obligations,
- 9 and
- 10 2) will be prepared to depart immediately on their recovery flying.
- 11 Note: Such pilot will be on duty from report until release.
- 12 d. A pilot described in **Section 23 K. 1. a., b., or c.** may be assigned any recovery flying
- 13 provided:
- 14 1) the assignment is made no later than six hours after the pilot's originally
- 15 scheduled report,
- 16 2) the recovery flying originates on a day of the originally scheduled rotation, and
- 17 3) the pilot is scheduled to be released no later than four hours from the scheduled
- 18 release of their original rotation.
- 19 Exception: A pilot may be assigned recovery flying scheduled to release no more
- 20 than four hours from the scheduled release of their original rotation, or the same
- 21 calendar day, whichever is later, provided the last duty period of the recovery
- 22 flying is a transoceanic duty period.
- 23 Note one: Such pilot may be entitled to lodging at their base under **Section 5 E.**
- 24 Note two: If such pilot is removed from their recovery flying, they may again be
- 25 assigned recovery flying under **Section 23 K. 4.** provided either the pilot's original
- 26 rotation or their originally assigned recovery rotation was scheduled to operate to or
- 27 from an airport on a day(s) such airport is covered by a publically announced waiver
- 28 of passenger change fees due to IROPS. Such pilot will receive:
- 29 1) single pay and credit for the greater of their original rotation or the rotation
- 30 flown, plus
- 31 2) single pay, no credit for the rotation flown.
- 32 Exception one: If the pilot's original rotation was awarded/assigned pursuant to a
- 33 GS, SS or IA, such pilot will receive:
- 34 1) single pay and credit for their original rotation, plus
- 35 2) double pay, no credit for the rotation flown.
- 36 Exception two: If the pilot's original rotation was awarded/assigned pursuant to a
- 37 GSWC or IAWC, such pilot will receive:
- 38 1) single pay and credit for the rotation from which they were removed pursuant
- 39 to the GSWC or IAWC, plus
- 40 2) single pay and credit for the rotation from which they were removed under
- 41 **Section 23 K.**, plus
- 42 3) double pay, no credit for the rotation flown.
- 43 Exception three: If the pilot's original rotation was awarded pursuant to a PBSPR,
- 44 such pilot will receive:
- 45 1) single pay and credit for their original rotation, plus
- 46 2) single pay, no credit for the rotation flown.

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- 1 e. If the removal is from a flight segment other than their first, and occurs at a station
2 other than their base, the pilot may be assigned any recovery flying provided:
3 1) the pilot is scheduled to be released no later than four hours from the scheduled
4 release of their original rotation, and
5 2) the recovery flying starts at the station where the removal occurs.
6 Exception: If necessary to ensure a pilot's release within four hours of their
7 originally scheduled release the pilot may be assigned recovery flying starting earlier
8 in the rotation.
- 9 f. If the removal is from a flight segment other than their first, and is at their base, the
10 pilot may be assigned to deadhead to and/or fly the balance of their originally
11 scheduled rotation. Such assignment may be made before or after the pilot receives a
12 break-in-duty at their base.
- 13 g. A pilot will be released from required availability under **Section 23 K. 1.** if, upon
14 their request:
15 1) the pilot has been awarded a recovery slip under **Section 23 J.**,
16 2) Crew Scheduling agrees to release the pilot and they waives their rotation
17 guarantee, or
18 3) at least 24 hours prior to the original rotation report:
19 a) the number of reserves available in the category is at least 50% of the number
20 of reserves required (as determined by the reserves required formula under
21 **Section 23 V.**, and as shown in DBMS at the time of the pilot's request), and
22 b) the pilot waives their rotation guarantee.
- 23 Exception one: If a pilot is in a duty period or training event at the time of attempted
24 contact by Crew Scheduling and such duty period or training event releases within 24
25 of the original rotation report, they may request to be released from required
26 availability within two hours of release from such duty period or training event.
27 Exception two: A pilot's request to be released from required availability may be
28 denied regardless of the number of reserves available during the period commencing
29 two days before and ending one day after the following (unless Crew Scheduling
30 agrees to release the pilot):
31 1) New Year's Day
32 2) Super Bowl Sunday
33 3) Good Friday
34 4) Easter
35 5) Memorial Day
36 6) Independence Day
37 7) Labor Day
38 8) Thanksgiving Day
39 9) Christmas Day
- 40 Exception: A pilot who is removed from a rotation due to either of the following IROPS
41 will have no recovery obligation under **Section 23 K. 1.**:
42 1. FAR 60-in-168 conflict.
43 2. Cancellation or equipment substitution that occurs prior to either the close of line
44 bidding for the bid period in which the rotation is scheduled or the addition of the
45 rotation to the pilot's line under **Section 23 F., H., J., N., O., P., Q., or R.**

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- 1 2. A pilot who is removed from a white slip, PBSPR, SS, GS, GSWC, IA, or IAWC rotation
2 will have standby and recovery obligations under **Section 23 K. 1.**
- 3 3. If, prior to the origination of a rotation, a pilot is projected to exceed the FAR 60-in-168
4 limitation, the Company, prior to report, will remove:
5 a. a rotation(s) from their line,
6 b. the pilot from a portion of a rotation when they pass through their base,
7 c. the pilot from a portion of a rotation, beginning with its first flight segment, and may
8 deadhead the pilot to fly the balance of their rotation, or
9 d. the pilot from a portion of a rotation beginning with its last flight segment and
10 proceeding toward the first flight segment to the extent necessary to achieve
11 compliance, provided:
12 1) the rotation does not pass through the pilot's base, and
13 2) reserve coverage is not sufficient to cover the first part of the rotation.
14 Note: Removal under **Section 23 K. 3. d.** should be avoided when possible,
15 especially when it would result in deadheading the pilot home on the flight
16 segment(s) they would otherwise have flown.
- 17 4. A regular pilot who, after departure of the first flight segment of a rotation, is removed
18 from such rotation due to an FAR 60-in-168 conflict or is removed from such rotation at
19 the pilot's base due to their decision to decline to fly past their FDP or duty period limit
20 under **Section 12 D.** and who is entitled to a rotation guarantee, may be assigned to:
21 a. deadhead to, from or on any portion of such rotation, and/or
22 b. fly any portion of such rotation.
- 23 5. A regular pilot who is subject to recovery flying under **Section 23 K.** may enter their
24 preferences for such recovery flying in the PCS template in DBMS. The pilot will be
25 assigned rotations based on their preferences for such flying, in seniority order, within
26 days-of-availability groupings, unless they are the only such pilot available to fly another
27 rotation within the same days-of-availability grouping.

29 L. Reroute

- 30 1. A pilot is subject to reroute as defined in **Section 23 A. 51.**
- 31 2. A regular pilot may not be rerouted:
32 a. prior to the airborne departure of the first flight segment of their rotation.
33 Exception: A regular pilot may be rerouted prior to the airborne departure of the first
34 flight segment of their rotation provided:
35 1) the pilot's rotation begins with a roundtrip within a single FDP that has been
36 delayed,
37 2) the reroute is for another roundtrip within a single FDP that is scheduled to
38 depart no earlier than their original roundtrip, and
39 3) the pilot is returned to their original rotation following the roundtrip into which
40 they are rerouted.
41 Note: A pilot who has been rerouted under **Section 23 L. 2. a. Exception** will
42 receive:
43 a) Single pay and credit (and/or the applicable pay, no credit for a GS, GSWC,
44 SS, PBSPR, IA, or IAWC) for the greater of their original rotation or the
45 rotation flown, plus
46

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- 1 b) Single pay, no credit for the roundtrip into which they are rerouted.
 2 b. into a flight segment(s) that commences after arrival of the last flight segment of their
 3 rotation, (i.e., a tag-on flight segment) as the rotation then exists.

4 Exception: A pilot may be rerouted into flying that was previously removed from
 5 their rotation due to a reroute. See Examples 1 and 2 below:

6 Example 1:

- 7
 8 1) Assumption: An ATL-based pilot currently holds the following rotation,
 9 (either from their line or a previous reroute):

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.

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) not include rerouted flying that transits ATL (pilot must be returned to
 17 their original rotation or released at their base) on C day, provided the
 18 reroute altered the last flight segment of the pilot’s rotation (i.e., MCO –
 19 ATL)

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

21 Example 2:

- 22 1) Assumption:
 23 a) An ATL-based pilot currently holds the following rotation, (either from
 24 their 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

- 28 b) On arrival in CVG on B day, the pilot is notified of a reroute, removing
 29 the last two flight segments (ATL-SAV-ATL) from their rotation.
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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 their 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

- c. if a pilot on a VAS is available to perform such rerouted flying.
3. A reserve pilot who is rerouted into a rotation that contains a break-in-duty at their base will remain on that rotation following such break-in-duty unless the pilot is:
- a. returned to their original rotation under **Section 23 L. 4.**, or
 - b. requests to be removed from the rerouted rotation upon the break-in-duty.
- Note: Any such request will be made to Crew Tracking, and must occur at the time the reroute is acknowledged.
4. When a pilot is rerouted from their original rotation:
- a. the pilot will receive single pay and credit, plus one-half pay, no credit (in addition to any other form of pay) for the rerouted deadhead(s) and/or flight segment(s) prior to the first break-in-duty following the reroute; and
 - b. the pilot will receive single pay and credit, plus single pay, no credit (in addition to any other form of pay) for any deadhead(s) and/or flight segment(s) subsequent to the first break-in-duty; and
 - c. upon reaching their base, the pilot will be returned to their original rotation or automatically released from the rotation.

Note one: A regular pilot who is released under **Section 23 L. 4. c.** will be entitled to rotation guarantee for the value of their original rotation under **Section 4 F.** in addition to the reroute pay under **Section 23 L.**

Note two: A pilot who is returned to their original rotation at other than their base will re-join via deadhead(s) by the most direct means possible.

Note three: At the time of a reroute, all uncovered flight segments resulting from **Section 23 L. 4. c.** (i.e., that are beyond the pilot's base) will be built into a rotation(s), placed into open time, and covered under **Section 23 N.** or **O.**

Note four: Any uncovered flight segments that (i) were removed from the pilot's original rotation due to the reroute, and (ii) are beyond the current duty period, will be built into a rotation, placed into open time, and covered under **Section 23 N.** or **O.**, unless doing so creates a PWA or FAR conflict.

Exception: In such circumstances where building the rotation would cause a PWA or FAR conflict and the uncovered flying can not be placed into open time, the MEC

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- 1 Scheduling Committee will be notified and the pilot's rotation will be annotated that
2 such flying has been assigned under this *Exception*.
- 3 5. Once a rotation is placed in open time, such rotation or portion thereof will only be
4 removed and utilized for a reroute under *Section 23 N. 24.* or *O. 18.*
5 Exception: This provision will not apply if the open time is being returned to the rotation
6 from which it was removed.
- 7 6. A regular pilot who is assigned a break-in-duty in base as part of a reroute will be
8 afforded lodging under *Section 5 E.*, provided the pilot requests such lodging at the time
9 they are notified of the reroute. The Company will reimburse a pilot for the actual
10 reasonable expenses of lodging if Company arranged lodging is not available.
- 11 7. Crew Scheduling will make every reasonable effort to resolve any conflict between a
12 reroute and a pilot's scheduled vacation or other hard non-fly day, provided the pilot
13 notifies Crew Scheduling of the conflict.
- 14 8. A rerouted regular pilot who is not scheduled to release within four hours of the
15 scheduled release of the last duty period of their original rotation (the "time limitation")
16 will receive single pay and credit (and/or the applicable pay, no credit for a GS, GSWC,
17 SS, PBSPR, IA, or IAWC) for the rotation as flown, plus single pay no credit for any
18 duty period(s) that extends beyond such time limitation.
19 Exception one: If such rerouted pilot is not scheduled to release at their base within such
20 time limitation due to their origin or destination airport being closed or weather on their
21 routing, the pilot will receive only single pay and credit (and/or the applicable pay, no
22 credit for a GS, GSWC, SS, PBSPR, IA or IAWC) for the rotation as flown.
23 Exception two: The time limitation will be 25 hours for a pilot when rerouted into, or
24 while in, trans-oceanic operations.
25 Exception three: A rerouted pilot who is scheduled to be released at their base beyond
26 the time limitation will not be entitled to premium pay if the pilot is again rerouted for the
27 purpose of releasing them at their base within the time limitation.
- 28 9. A rerouted reserve pilot who is not scheduled to release within four hours of the
29 scheduled release of the last duty period of their original rotation will receive single pay
30 and credit (or the applicable pay, no credit for a GS, GSWC, IA, or IAWC) for the
31 rotation as flown, plus single pay no credit (in addition to any other form of pay for the
32 bid period) for any duty period that extends beyond such four hour limitation and into
33 either:
34 a. an X-day, or
35 b. a regular line day-off.
36 Exception one: If such rerouted pilot is not scheduled to release at their base within such
37 four hour time limitation due to their origin or destination airport being closed or weather
38 on their routing, the pilot will receive only single pay and credit (or the applicable pay, no
39 credit for a GS, GSWC, IA, or IAWC) for the rotation as flown.
40 Exception two: The time limitation will be 25 hours for a pilot when rerouted into, or
41 while in, trans-oceanic operations.
42 Exception three: A rerouted pilot who is scheduled to be released at their base beyond
43 the time limitation will not be entitled to premium pay if the pilot is again rerouted for the
44 purpose of releasing them at their base within the time limitation.

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- 1 10. A pilot will not be rerouted into more than one duty period that originates after the end of
2 their originally scheduled rotation. Such duty period will not extend beyond one calendar
3 day after the end of their originally scheduled rotation.
4 Exception: A pilot may be rerouted into more than one calendar day after the end of their
5 originally scheduled rotation (“additional duty period(s)”) because of the Company’s:
6 a. inability to return the pilot to their base (on-line) due to their origin or destination
7 airport closed or weather on their routing. Such pilot:
8 1) will be returned to base, by a direct routing.
9 2) may fly or deadhead.
10 3) will be released upon arrival at their base.
11 4) will receive single pay and credit for such additional duty period(s).
12 b. decision (within the Company’s control) to cancel the pilot’s flight segment (e.g.,
13 use of their assigned aircraft on another routing, mechanical on their assigned
14 aircraft, etc.). Such pilot will:
15 1) be returned to their base, on the first available on-line or off-line scheduled
16 flight.
17 2) be released upon arrival at their base.
18 3) receive single pay and credit plus single pay, no credit for the additional duty
19 period(s).
20 11. Crew Tracking will use:
21 a. times shown in the Company operating schedule on published city pairs regardless of
22 flight number,
23 b. reasonable flight times on unpublished city pairs, and
24 c. reasonable taxi and turn times.
25 12. A reroute must be in compliance with FAR and PWA limitations at the time the pilot is
26 notified.
27 Note: Crew Tracking will use the following times in constructing or altering rotations:
28 a. For a flight segment that has already been flown, actual block time will be used.
29 b. For a flight segment currently being flown, the block time will include known
30 delays forwarded by Flight Control to Crew Tracking.
31 c. For future flight segments, published block times will be used.
32 13. Crew Tracking and pilots will comply with the following procedures for in-flight
33 notification and acknowledgment of a reroute:
34 a. Crew Tracking will send the crew a complete revised rotation via ACARS when such
35 rotation is created.
36 b. A crew on an aircraft without an operative ACARS will be notified via radio and
37 provided the following information:
38 1) next flight segment,
39 2) total block time of the affected duty period,
40 3) total duty time of the affected duty period,
41 4) block out/block in times of all flight segments remaining to be flown in the
42 current duty period,
43 5) block out time of the first flight segment of the next duty period, and
44 6) the location of a paper copy of the rerouted rotation (at the next Delta station).
45 c. A crew will be expected to acknowledge an in-flight reroute notification (via ACARS
46 or radio) promptly upon receipt. If the crew does not acknowledge an in-flight

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reroute notification (via ACARS or radio) Crew Tracking will assume that the crew has not received the reroute information. If the crew’s operating duties preclude such prompt acknowledgement, a crewmember will contact Crew Tracking before departing the cockpit after arrival at the gate.

- d. A crew that is unable to accept a reroute due to an FAR or PWA conflict will contact the Company via ACARS or radio and so advise.
- e. ACARS transmissions that are sent within 20 minutes of scheduled arrival time will be sent without activating a chime.

14. Reroute Examples (examples only indicate pay due to treatment under **Section 23 L**. Other pay treatments may apply):

a. Example 1.

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 @ 1400E

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 @ 1730E

- 3) Result: Single pay and credit for entire rotation, plus one half pay, no credit for “C” day due to rerouted flight segments. One-half pay no credit for any credit time generated at the end of the rotation when the reroute includes the last segment of the rotation.

b. Example 2.

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 @ 2200E

2) * Reroute

A Day	B Day	C Day
ATL-SAV	CVG-ATL	*DTW-DCA
SAV-ATL	*ATL-CHS	*DCA-CVG

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ATL-CVG	*CHS-DTW	*CVG-ATL
---------	----------	----------

*reroute scheduled release @ 0100E

- 3) Result: Single pay and credit for entire rotation, plus one half pay, no credit for the last 2 legs on B day, plus an additional single pay, no credit for all legs of C day. Single pay no credit for any credit time generated at the end of the rotation when the reroute includes the last segment of the rotation.

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 one half pay, no credit for all legs on C day, plus an additional single pay, no credit for C day because release was scheduled to occur more than four hours after the originally scheduled release. Single pay no credit for any credit time generated at the end of the rotation when the reroute includes the last segment of the rotation.

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

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actual release @ 0100E due to late operations

- 3) Result: Single pay and credit for entire rotation, plus one half pay, no credit for all legs on C day because rotation was reroute was scheduled to release within four hours of originally scheduled release. One-half pay no credit for any credit time generated at the end of the rotation when the reroute includes the last segment of the rotation.

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-DTW	
		*DTW-MSY	

- 3) Result: Single pay and credit for entire rotation, plus one half pay, no credit for last 3 legs on "C" day, plus an additional single pay, no credit for the single leg on D day, plus single pay, no credit for C and D days because release was scheduled to occur more than four hours after the originally scheduled release. Single pay no credit for any credit time generated at the end of the rotation when the reroute includes the last segment of the rotation.

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

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2

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	<i>xDFW-ATL</i>	

3
4
5

DFW-ATL flight segment on C day canceled due to weather in ATL, causing reroute into D day.

6
7
8
9

3) Result: Single pay and credit for entire rotation because scheduled release time is due to weather on the pilot's route. Additionally, single pay, no credit for single segment on D day. Single pay no credit for any credit time generated at the end of the rotation when the reroute includes the last segment of the rotation.

10
11

g. Example 7.

12
13

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

14
15
16
17

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	<i>xDFW-ATL</i>	

18
19
20

DFW-ATL flight segment on C day canceled due to mechanical on pilot's aircraft, causing reroute into D day.

21
22
23
24
25
26

3) Result: Single pay and credit for entire rotation, plus single pay, no credit for single leg on D day. Additionally, single pay no credit for C and D days because scheduled release is beyond the time limitation and not due to airport closure or weather along the pilot's route. Single pay no credit for any credit time generated at the end of the rotation when the reroute includes the last segment of the rotation.

27
28

h. Example 8.

29
30

1) Original Rotation

A Day	B Day	C Day
DTW-RDU	FSD-MSP	ATL-JAX
RDU-MSP	MSP-CLT	JAX-ATL
MSP-FSD	CLT-ATL	ATL-DTW

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Release: 1800E

2) *Reroute

A Day	B Day	C Day
DTW-RDU	FSD-MSP	*ATL-CLT
RDU-MSP	*MSP-MSN	*CLT-ATL
MSP-FSD	*MSN-ATL	ATL-DTW#

Pilot returned to original rotation on their last leg.

Release: 2100E

3) Result: Single pay and credit for the entire rotation, plus one half pay, no credit for legs 2 and 3 on B day, plus an additional single pay, no credit for legs 1 and 2 on C day.

i. Example 9.

1) Original Rotation

A Day	B Day	C Day
DTW-RDU	FSD-MSP	ATL-JAX
RDU-MSP	MSP-CLT	JAX-ATL
MSP-FSD	CLT-ATL	ATL-DTW

2) *Reroute

A Day	B Day	C Day (ok)	C Day (not ok)
DTW-RDU	FSD-MSP	dh DTW-JAX	DTW-BNA
RDU-MSP	*MSP-MSN	JAX-ATL	BNA-ATL
MSP-FSD	*MSN-DTW	ATL-DTW	ATL-DTW

3) Result: Single pay and credit for entire rotation, plus one half pay, no credit for legs 2 and 3 on B day. *The pilot must be released or returned to their original rotation at the end of B day.* If deadhead to return to their original rotation at the end of B day (duty time permitting), pilot would receive one half pay, no credit for the deadhead. If the deadhead to return to their original rotation is on C day, the pilot would receive an additional single pay, no credit. Additionally, if the pilot is released at the end of B day, pilot would receive rotation guarantee for entire rotation if a regular pilot. If rerouted pilot is scheduled to release more than 4 hours after originally scheduled release time on C day, pilot would receive an additional single pay, no credit for C day.

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- j. Example 10.
- 1) Original Rotation

A Day	B Day	C Day	D Day
DTW-RDU	FSD-MSP	ATL-JAX	RDU-ATL
RDU-MSP	MSP-CLT	JAX-ATL	ATL-BNA
MSP-FSD	CLT-ATL	ATL-RDU	BNA-DTW

Release: 1800E

- 2) *Reroute

A Day	B Day	C Day	D Day
DTW-RDU	*OMA-ATL	*ATL-CLT	RDU-ATL
RDU-MSP	*ATL-CLT	*CLT-ATL	ATL-BNA
*MSP-OMA	CLT-ATL	ATL-RDU	BNA-DTW

Release: 2100E

- 3) Result: Single pay and credit for the entire rotation, plus one half pay, no credit for leg 3 A day, plus an additional single pay, no credit for legs 1 and 2 on B day, and legs 1 and 2 on C day (rerouted legs are subsequent to break in duty on A day, regardless that pilot rejoined rotation on last leg of B day).

- k. Example 11.
- 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 @ 1400E

- 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 @ 1730E

- 3) Result: Single pay and credit for entire rotation plus one half pay, no credit for legs 2 and 3 on "C" day.

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Notes:

- 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.

1. Example 12.

1) Original Rotation

A Day	B Day
ATL-SAV	CVG-ATL
SAV-ATL	ATL-MIA
ATL-CVG	MIA-ATL

scheduled release @ 1400E

2) * Reroute

A Day	B Day	C Day	D Day
ATL-SAV	CVG-ATL	*DFW-PHX	*PHX-ATL
SAV-ATL	ATL-MIA	xPHX-ATL	
ATL-CVG	*MIA-DFW		

xPHX-ATL flight segment on C day canceled due to PHX closed, causing a 2nd reroute into D day.

- 3) Result: Single pay and credit for the entire rotation, plus one half pay, no credit for last leg on B day, and an additional single pay, no credit for single legs on C and D days. Additionally single pay no credit for B and C days because original reroute was not scheduled to release within the time limitation. Additionally, Single pay no credit for any credit time generated at the end of the rotation when the reroute includes the last segment of the rotation.

Notes:

- a) A **Section 23 L. 8./9.** reroute premium does not apply to D day because the pilot’s departure from PHX was delayed due to pilot’s departure airport closed.
- b) On D day, the pilot may:
 - i. deadhead to ATL on a direct routing, and
 - ii. not pass through ATL.

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- 1 m. Example 13.
 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	xPHX-ATL	
ATL-CVG	*MIA-DFW		

7 xPHX-ATL flight segment on C day canceled due to
 8 mechanical on pilot's aircraft, no on-line or off-line flight
 9 to return pilot to ATL on C day causing 2nd reroute into D
 10 day.
 11

- 12 3) Result: Single pay and credit for the entire rotation, plus one half pay, no credit
 13 for last leg of B day, and an additional single pay, no credit for all legs on C day,
 14 and single leg on D day. Additionally, single pay no credit for B, C, and D days
 15 because release was not scheduled to occur within the time limitation, plus single
 16 pay no credit for any credit time generated at the end of the rotation when the
 17 reroute includes the last segment of the rotation.
 18

19 Notes:

- 20 a) A reroute premium applies to D day because this duty period was not caused by
 21 the Company's inability to return the pilot to base as originally rerouted.
 22 b) On D day, the pilot:
 23 i. will be returned to ATL on the first available on-line or off-line scheduled
 24 flight,
 25 ii. deadhead (via the most direct routing), and
 26 iii. may not pass through ATL.
 27

- 28 15. A rerouted pilot arriving at their base beyond their originally scheduled release time will:
 29 a. upon request at the time they are notified of the reroute, be provided positive space
 30 on-line transportation to any Company station; and
 31 b. be provided a hotel in base upon request, if unable to commute home due to the
 32 reroute.
 33

34 M. Rotation Coverage Sequence

- 35
 36 1. Beyond-second-day open time will be awarded to pilots submitting swap requests, white
 37 slips, and silver slips under **Section 23 H., P., and DD.**

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- 1 2. Second-day open time will be awarded/assigned each day during the period 0800 through
2 2400 (pilot's base time).

3 **Exception:** A MAC rotation that begins with an off-line deadhead may be covered up to
4 three days prior to the rotation so long as the rotation has been available for at least four
5 PCS runs. If the rotation becomes available with less than four scheduled PCS runs prior
6 to its report time the rotation will be awarded/assigned in accordance with **Section 23 M.**
7 **2. or 3.,** as applicable.

8 **Note:** The processes under **Section 23 M. 1. – 3.** will follow the table in **Section 23 B. 2.**

- 9 3. Same-day, next-day open time will be sequenced for award/assignment as it becomes
10 known to Crew Scheduling.

- 11 4. A rotation that:

12 a. has been awarded to a pilot who has not completed OE, or to an LCP, and is
13 unassigned to any other pilot may be removed from open time at any time after
14 adjusted lines are made available for viewing in DBMS. Such rotation will be
15 immediately returned to open time if the pilot who has not completed OE or the LCP,
16 as applicable, is no longer assigned the rotation.

17 b. is unassigned to any pilot and, in the opinion of the Company, is suitable for
18 conducting OE may be removed from open time at any time after adjusted lines are
19 made available for viewing in DBMS. Such rotation will be immediately returned to
20 open time if no LCP has been assigned the rotation by 2359E on the second full
21 business day following its removal from open time (e.g., a rotation removed at 1200E
22 on Tuesday would be returned no later than 2359E on Thursday).

23 c. A rotation that has been designated for a line check may be removed from open time
24 immediately prior to rotation coverage under **Section 23 N. or O.**

25 **Note:** A rotation that has been removed from and subsequently returned to open time
26 under **Section 23 M. 4. a. or b.** may not be removed a second time from open time under
27 **Section 23 M. 4. a. or b.** until at least five PCS runs have been processed following its
28 return.

29 **Exception one:** Only rotations that were published in the applicable category's bid
30 package may be removed from open time under **Section 23 M. 4. a. or b.**

31 **Exception two:** Not more than 15% of the available hours in open time or one rotation,
32 whichever is greater, in a category may be removed under **Section 23 M. 4. a. and b.**
33 prior to the first pre-month PCS run or between any two PCS runs.

34 **Exception three:** A rotation(s) contained within a QPD request that remains in open time
35 for more than 48 hours may be utilized by the Company for a line check, OE, theater or
36 special airport qualification, recency, consolidation, or instructor or administrative pilot
37 flying under **Section 23 I. 17.**

38
39 **Example:** After adjusted lines for a category are made available for viewing in DBMS,
40 there remain 1,000 hours of pay and credit in open time in such category, of which 250
41 hours are on rotations that were (1) awarded to a pilot who has not completed OE, or to
42 an LCP, and unassigned to any other pilot, or (2) not awarded to any pilot and, in the
43 opinion of the Company, suitable for conducting OE. The Company may remove up to
44 150 hours of pay and credit of such rotations from open time prior to the first pre-month
45 PCS run (0700E on the 20th of the prior month).

46

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1 After the first pre-month PCS run (0700E on the 20th of the prior month) is complete,
2 there remain 500 hours of pay and credit in open time in such category, of which 150
3 hours are on rotations that were (1) awarded to a pilot who has not completed OE, or to
4 an LCP, and unassigned to any other pilot, or (2) not awarded to any pilot and, in the
5 opinion of the Company, suitable for conducting OE. The Company may remove up to
6 75 hours of pay and credit of such rotations from open time prior to the next PCS run
7 (1200E on the 20th of the prior month).

8 5. Open time with a scheduled report of:

- 9 a. 18 hours or more after award/assignment will be covered under **Section 23 N.**
10 b. less than 18 hours after award/assignment will be covered under **Section 23 O.**

11 6. When awarding/assigning open time to reserve pilots under:

- 12 a. **Section 23 N.**, Crew Scheduling will attempt to cover rotations in order of their
13 lengths (longest rotation covered first).
14 b. **Section 23 N.** or **O.**, Crew Scheduling will use a pilot's projected status at the time of
15 report for the rotation being covered to determine whether they are considered to be a
16 long call or short call pilot.

17 7. A Crew Scheduler may deviate from the sequences under **Section 23 N.** or **O.** when, in
18 their judgment, it is necessary to do so in order to maintain schedule integrity. In such
19 event, the pilot who would otherwise have been awarded/assigned the rotation will
20 receive pay and credit (or if applicable, single pay, no credit) for the scheduled value of
21 the rotation.

22 8. A pilot will not be awarded/assigned consecutive different direction (i.e.,
23 Europe/Pacific/South America) ocean crossing flights without a break-in-duty at their
24 base of at least 24 hours. In addition, the Company will avoid such different direction
25 assignments to a reserve who has had a break-in-duty at their base of less than 48 hours,
26 provided another reserve is available under **Section 23 N.** or **O.** to perform the
27 assignment without premium pay.

28 9. A regular or reserve pilot may not be awarded/assigned flying in a position they do not
29 currently hold.

30 10. A reserve pilot who has flown a rotation that ends with a duty period that operates during
31 their WOCL will not be assigned a rotation with a report on the same calendar day as
32 their duty period ended, provided another reserve within the same days of availability
33 grouping is available under **Section 23 N.** or **O.** to perform the assignment without
34 premium pay.

35
36 N. Open Time Award/Assignment Sequence for Rotations Reporting 18 or More Hours After
37 Initial Attempt to Contact Pilot (Long Notice Ladder)

38
39 1. Pilots who have submitted recovery slips under **Section 23 J.** (in category, in seniority
40 order) or who are subject to recovery flying under **Section 23 K. 1.**

41 Note one: Recovery slips for same-day open time will be awarded by proffer.

42 Note two: A pilot whose original rotation was not a MED rotation will not be assigned
43 recovery flying to a MED less than 24 hours prior to report time of the MED rotation
44 without their consent.

45 2. Regular pilots who have submitted white slips (by proffer, in category, in seniority order)

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- 1 Exception: A local council officer who drops a rotation to conduct a monthly council
- 2 meeting will be given first priority to white slip open time during that bid period in order
- 3 to recover such dropped rotations (see *Section 24 J. 8.*).
- 4 3. Long call reserve pilots (in category, within RUO)
- 5 4. Short call reserve pilots (in category, within RUO)
- 6 5. Reserve pilots who are on an X-day or long call reserve pilots for whom the award would
- 7 interrupt their X-day(s) and who have submitted a yellow slip (in category, within RUO)
- 8 6. Out-of-base regular pilots who have submitted white slips (by proffer, in seniority order)
- 9 7. Out-of-base long call reserve pilots (by base, within RUO)
- 10 8. Out-of-base short call reserve pilots (by base, within RUO)
- 11 9. Out-of-base long call reserve pilots (including those for whom the award would interrupt
- 12 their X-day(s)), and reserve pilots who are on an X-day, who have submitted yellow slips
- 13 (provided FAR reserve rest requirements have been met, by base, within RUO)
- 14 10. Long call reserve pilots for whom the assignment would extend into their regular line
- 15 day(s)-off (by proffer, in category, within least intrusion groupings, by RAW value)
- 16 11. Short call reserve pilots for whom the assignment would extend into their regular line
- 17 day(s)-off (by proffer, in category, within least intrusion groupings, by RAW value)
- 18 12. Out-of-base long call reserve pilots for whom the assignment would extend into their
- 19 regular line day(s)-off (by proffer, by base, within least intrusion groupings, by RAW
- 20 value)
- 21 13. Out-of-base short call reserve pilots for whom the assignment would extend into their
- 22 regular line day(s)-off (by proffer, by base, within least intrusion groupings, by RAW
- 23 value)
- 24 14. Long call reserve pilots for whom the assignment would create a conflict with their
- 25 regular line rotation(s) (in category, within least disruption groupings, by RAW value)
- 26 15. Short call reserve pilots for whom the assignment would create a conflict with their
- 27 regular line rotation(s) (in category, within least disruption groupings, by RAW value)
- 28 16. Out-of-base long call reserve pilots for whom the assignment would create a conflict with
- 29 their regular line rotation(s) (within least disruption groupings, by RAW value)
- 30 17. Out-of-base short call reserve pilots for whom the assignment would create a conflict
- 31 with their regular line rotation(s) (within least disruption groupings, by RAW value)
- 32 18. Pilots who hold a Monthly Blank Line or Continuous 12-month Blank Line and have
- 33 submitted white slips (by proffer, in category, in seniority order)¹
- 34 19. Ultra long-call reserve pilots (in category, within RUO)²
- 35 20. Pilots who have submitted GSs (by proffer, in category, in seniority order)
- 36 21. Instructors who have submitted GSs without conflict under *Section 10 B. 1. c. 3*) (by
- 37 proffer, in seniority order)
- 38 Note: Instructors who can hold First Officer, but cannot hold Captain, on the aircraft
- 39 model on which they instruct, will be afforded priority over instructors who can hold
- 40 Captain on such aircraft model, for the purpose of GS awards for flying as First Officer.
- 41 22. Out-of-base pilots who have submitted GSs (by proffer, in seniority order)
- 42 23. Long call reserve pilots who have submitted RWCs (by proffer, in category, in seniority
- 43 order)
- 44 24. Pilots who are currently flying and would be re-routed

¹ *Section 23 N. 18.* added by, and may be terminated under, LOA #20-03.

² *Section 23 N. 19.* added by, and may be terminated under, LOA #20-03.

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- 1 25. Long call reserve pilots whose X-day(s) would be interrupted (in category, in inverse
2 seniority order)
- 3 26. Short call reserve pilots whose X-day(s) would be interrupted (in category, in inverse
4 seniority order)
- 5 27. Reserve pilots on X-day(s) who can be assigned without conflict (in category, in inverse
6 seniority order)
- 7 28. Regular pilots who can be assigned without conflict (in category, in inverse seniority
8 order)
- 9 29. Reserve pilots on X-day(s) who can be assigned with conflict (in category, in inverse
10 seniority order)
- 11 30. Regular pilots who have submitted GSWCs (by proffer, in category, in seniority order)
- 12 31. Out-of-base pilots who have submitted GSWCs (by proffer, in seniority order)
- 13 32. Regular pilots who can be assigned with conflict (in category, in inverse seniority order)
- 14 33. Available qualified pilots (in position, in inverse seniority order)
- 15
- 16 O. Open Time Award/Assignment Sequence for Rotations Reporting Less Than 18 Hours After
17 Initial Attempt to Contact Pilot (Short Notice Ladder)
- 18
- 19 1. Pilots who have submitted recovery slips under **Section 23 J.** (by proffer, in category, in
20 seniority order) or who are subject to recovery flying under **Section 23 K. 1.**
21 Note: A pilot whose original rotation was not a MED rotation will not be assigned
22 recovery flying to a MED less than 24 hours prior to report time of the MED rotation
23 without their consent.
- 24 2. Regular pilots who have submitted white slips (by proffer, in category, in seniority order)
25 Exception: A local council officer who drops a rotation to conduct a monthly council
26 meeting will be given first priority to white slip open time during that bid period in order
27 to recover such dropped rotations. (See **Section 24 J. 8.**)
- 28 3. Long call reserve pilots (including those for whom the award would interrupt their X-
29 days(s)), and reserve pilots who are on an X-day who have submitted yellow slips
30 (provided FAR reserve rest requirements have been met, in category, within RUO)
- 31 4. Out-of-base regular pilots who have submitted white slips (by proffer, in seniority order)
- 32 5. Pilots awarded standby rotations who are within their short call period
- 33 6. Short call reserve pilots (in category, within RUO)
- 34 7. Out-of-base long call reserve pilots (including those for whom the award would interrupt
35 their X-day(s)), and reserve pilots who are on an X-day, who have submitted yellow slips
36 (provided FAR reserve rest requirements have been met, by base, within RUO)
- 37 8. Out-of-base short call reserve pilots (by base, within RUO)
- 38 9. Short call reserve pilots for whom the assignment would extend into their regular line
39 day(s)-off (by proffer, in category, within least intrusion groupings, by RAW value)
- 40 10. Out-of base short call reserve pilots for whom the assignment would extend into their
41 regular line day(s)-off (by proffer, in category, within least disruption groupings, by
42 RAW value)
- 43 11. Short call reserve pilots for whom the assignment would create a conflict with their
44 regular line rotation(s) (in category, within least disruption groupings, by RAW value)

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- 1 12. Out-of base short call reserve pilots for whom the assignment would create a conflict
2 with their regular line rotation(s) (in category, within least disruption groupings, by RAW
3 value)
- 4 13. Pilots who hold a Monthly Blank Line or a Continuous 12-month Blank Line and have
5 submitted white slips (by proffer, in category, in seniority order)³
- 6 14. Pilots (including long call reserve pilots whose rotation would report within 18 hours of
7 initial attempt to contact) who have submitted GSs (by proffer, in category, in seniority
8 order)
- 9 15. Instructors who have submitted GSs under *Section 10 B. 1. c. 3*) (by proffer, in seniority
10 order)
- 11 Note: Instructors who can hold First Officer, but cannot hold Captain, on the aircraft
12 model on which they instruct, will be afforded priority over instructors who can hold
13 Captain on such aircraft model, for the purpose of GS awards for flying as First Officer.
- 14 16. Out-of-base pilots who have submitted GSs (by proffer, in seniority order)
- 15 17. Long call reserve pilots who have submitted RWCs (by proffer, in category, in seniority
16 order)
- 17 18. Reroute (in order: pilots awarded VAS within their period of availability followed by
18 pilots who are currently flying and would be re-routed)
- 19 19. Long call reserve pilots whose rotation would report within 18 hours of initial attempt to
20 contact (by proffer, in category, in inverse seniority order)
- 21 20. Short call reserve pilots whose X-day(s) would be interrupted (in category, in inverse
22 seniority order)
- 23 21. Long call reserve pilots whose rotation would report within 18 hours of initial attempt to
24 contact and whose X-day(s) would be interrupted (by proffer, in category, in inverse
25 seniority order)
- 26 22. Reserve pilots on X-day(s) who can be assigned without conflict (in category, in inverse
27 seniority order)
- 28 22. Regular pilots who can be assigned without conflict (in category, in inverse seniority
29 order)
- 30 23. Reserve pilots on X-day(s) who can be assigned with conflict (in category, in inverse
31 seniority order)
- 32 24. Regular pilots who have submitted GSWCs (by proffer, in category, in seniority order)
- 33 25. Out-of-base pilots who have submitted GSWCs (by proffer, in seniority order)
- 34 26. Regular pilots who can be assigned with conflict (in category, in inverse seniority order)
- 35 27. Available qualified pilots (in position, in inverse seniority order)
- 36 Note: Crew Scheduling may at its discretion bypass a short call pilot for assignment to flying
37 if the assignment would cause the pilot to be released within two hours of a required rest
38 period.

39 40 P. White Slips

- 41
- 42 1. A regular pilot may, via DBMS, submit a white slip for open time:
43 a. in category, in the current or next bid period, if the pilot will be in the category of the
44 open time on the day it originates, and

³ *Section 23 O. 13.* added by, and may be terminated under, LOA #20-03.

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- 1 b. in a different category (i.e., out-of-base) for same-day/next-day/second-day open
2 time, if the pilot will be in the position of the open time on the day it originates.
3 2. A white slip may stipulate specific rotations and/or specific dates, in order of preference
4 and may also include any of the stipulations set forth in the PCS template.
5 3. White slips will be processed under **Section 23 E., N., or O.**, subject to the following:
6 a. Open time awards under **Section 23 N. or O.** will be based on the Trip Coverage
7 Report (TC) generated for such awards no earlier than 30 minutes prior to the
8 commencement of the award process.
9 b. White slips for beyond-second-day open time will be processed during each PCS run.
10 A rotation award will be placed on a pilot's schedule. (See **Section 23 E.**)
11 c. A pilot will not be awarded a white slip for open time within 96 hours of report that
12 includes special airport/route/theater qualifications for which they are not qualified
13 unless, at the time of the award, the rotation has already been awarded/assigned to
14 another qualified pilot whose presence either qualifies or will qualify the pilot into the
15 special airport or theater or on the route.
16 Exception: A Captain whose request for a theater qualification remains unfulfilled
17 pursuant to **Sections 11 J. 2. e. or J. 5. d.** will not be denied such white slip.
18 d. A pilot will not be awarded a white slip for a rotation that originates in the current bid
19 period that would create an FAR and/or PWA conflict with a rotation previously
20 awarded/assigned in the current bid period, (i.e., no loop-back to undo a previously
21 awarded/assigned rotation).
22 e. A pilot will not be awarded a white slip if the rotation is within 30 minutes of creating
23 an FAR conflict on the pilot's line including a rotation(s) that the pilot missed or will
24 miss due to sick leave.
25 Exception one: A pilot who has utilized sick leave will be considered, in seniority
26 order, for a white slip, excluding the scheduled flight and flight duty period time for
27 such sick leave rotation(s), after all pilots that are not subject to **Section 23 P. 3. e.**
28 Exception two: This provision will not apply to a pilot who adds a rotation(s) under
29 the fly back provisions in **Section 14 E. 2.**

30
31 Example one: A pilot misses a rotation (1-4) due to sick leave. On the 19th, the pilot
32 submits a white slip for a rotation (20-22). Their request will be processed in
33 seniority order utilizing the scheduled flight and flight duty period time from the
34 rotation missed due to sick leave (1-4) and any other rotation(s) missed due to sick
35 leave. If the addition of the rotation (20-22) is within 30 minutes of creating a FAR
36 conflict on the pilot's line, the pilot will not be awarded the rotation (20-22). If the
37 rotation (20-22) has not been awarded after processing all submitted white slips, the
38 pilot's white slip will be considered without utilizing the flight and flight duty period
39 time from the sick leave rotation(s).

40
41 Example two: A pilot misses two rotations (1-4 and 15-18) due to sick leave. On the
42 16th, the pilot calls in well beginning on the 17th. The pilot subsequently submits a
43 white slip for a rotation (18-19) under **Section 14 E. 2. b.** The pilot's white slip will
44 be processed in seniority order utilizing the scheduled flight and flight duty period
45 time from the first rotation missed due to sick leave (1-4) but without considering the
46 flight and flight duty period time from the sick leave rotation (15-18). If the rotation

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1 (18-19) has not been awarded after processing all submitted white slips, the pilot's
2 white slip will be considered without utilizing the flight and flight duty period time
3 from the sick leave rotations (1-4).
4

5 Example three: A pilot advises the Company of known sick leave (1-15) prior to
6 bidding for that bid period. The pilot is awarded two rotations (2-5 and 10-12) within
7 their sick leave shadow period. On the 16th, the pilot submits a white slip for a
8 rotation (17-20). Their white slip request will be processed in seniority order utilizing
9 the scheduled flight and flight duty period time for the rotations (2-5 and 10-12). If
10 the rotation (17-20) has not been awarded after processing all submitted white slips,
11 the pilot's white slip will be considered without utilizing the flight and flight duty
12 period time from the sick leave rotations (2-5 and 10-12).
13

- 14 4. A white slip will remain active for processing until:
15 a. the stipulations in the white slip have been met,
16 b. the time frame specified by the pilot expires, or
17 c. the pilot withdraws the white slip.
- 18 5. A pilot will not be awarded a white slip if:
19 a. the credit of the rotation would cause their projection to exceed, or further exceed, the
20 ALV plus 15 hours,
21 Exception: A pilot in a category with a limited mix of rotations, in which the lower
22 limit of the LCW has been reduced (and noted in the bid package as the reduced
23 LCW lower limit), may be awarded a white slip that would cause their projection to
24 exceed the ALV by the number of hours (as published in the bid package) mutually
25 agreed to by the Director – Crew Resources and the MEC Scheduling Committee
26 Chairman.
27 b. the block time of the rotation would cause their total projected block time for the bid
28 period to exceed, or further exceed, their block hour limit,
29 c. the pilot is a low-time Captain and the rotation was previously awarded to a low-time
30 First Officer,
31 d. the pilot is a low-time First Officer and the rotation was previously awarded to a low-
32 time Captain,
33 e. the pilot has not completed OE,
34 f. the rotation creates a rotation overlap and/or is within 30 minutes of creating an FAR
35 and/or PWA conflict,
36 Exception one: This 30-minute limitation does not apply to the pilot's block hour
37 limit (see **Section 12 B.**).
38 Exception two: A pilot may be awarded a white slip in the current bid period that
39 will create an FAR and/or PWA conflict with a rotation in the next bid period. The
40 conflicting rotation in the next bid period will be removed from the pilot's line. The
41 pilot's projection/line guarantee will be reduced by the credit of the removed rotation.
42 g. the open time includes a day on which IVD or APD appears on their schedule or a
43 reserve day on which PD appears on their schedule,
44 h. the rotation does not conform with their stipulations entered under **Section 23 P. 2.**,
45 or

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- 1 i. the open time is scheduled to operate during a period(s) of their absence due to sick
2 leave.
- 3 6. An out-of-base pilot will:
 - 4 a. receive pay, credit and per diem for the white slip rotation(s) beginning at their report
5 for the rotation at the base at which the rotation originates and ending at their release
6 at such base.
 - 7 b. not be reimbursed for transportation, lodging, and per diem before their report to and
8 after their release from the white slip rotation(s).
 - 9 c. not be awarded a white slip for open time that includes special airport/route/theater
10 qualifications or an aircraft model for which they are not qualified unless, at the time
11 of the award, the rotation has already been awarded/assigned to another qualified
12 pilot whose presence either qualifies or will qualify the pilot into the special airport or
13 theater or on the route.
14 Exception: A Captain whose request for a theater qualification remains unfulfilled
15 pursuant to **Sections 11 J. 2. e.** or **J. 5. d.** will not be denied such white slip.
 - 16 d. be required to be available at the base where the rotation was scheduled to originate
17 in order to satisfy their recovery obligations under **Section 23 K.**
 - 18 e. be considered to be based, for reroute purposes, at the base where the rotation was
19 scheduled to originate.
- 20 7. Out-of-base white slips will only be considered for same-day/next-day/second-day open
21 time.
- 22 8. Proffer/Award - A pilot who is:
 - 23 a. proffered a white slip under **Section 23 N.** or **O.**:
 - 24 1) may decline such proffer.
 - 25 2) will be notified of such proffer by ARCOS.
 - 26 b. awarded a white slip in a PCS run (beyond-second-day rotation):
 - 27 1) will not be notified of such award by Crew Scheduling, and
 - 28 2) is obligated to fly the rotation whether or not they acknowledge the award.

29 Note: A pilot who is awarded a white slip under **Section 23 N.** while they are on a duty,
30 FTD, or simulator period, and who has indicated in their white slip request under **Section**
31 **23 E. 4. b.** their willingness to automatically acknowledge such an award, is obligated to
32 fly the rotation.

- 33 9. When awarding a white slip for a same-day, next-day, or second-day rotation, the
34 Company will:
 - 35 a. attempt to contact the pilot using all telephone numbers listed in DBMS, and
 - 36 b. afford the pilot accepting the award the reporting time ability of a short call reserve
37 pilot.

38 Note: A pilot who cannot be contacted or who declines a proffered award will be
39 bypassed without pay protection. However, a pilot who is on a duty, FTD, or simulator
40 period when Crew Scheduling attempts to notify them of a white slip award under
41 **Section 23 N.**, and who has indicated in their white slip request under **Section 23 E. 4. b.**
42 their willingness to automatically acknowledge such an award, will not be bypassed.
- 43 10. A rotation will be removed from a reserve pilot's line and awarded to a regular pilot who
44 has submitted a white slip for such rotation if:
 - 45 a. the regular pilot was removed from another rotation or portion thereof, after the white
46 slip rotation was awarded/assigned to the reserve pilot,

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- 1 b. such removal created the regular pilot's availability for the white slip rotation(s), and
- 2 c. the regular pilot notifies Crew Scheduling of their availability for such rotation(s).

3 Exception: A rotation will not be removed from a reserve pilot's line for the purpose of
4 awarding it to the regular pilot described above:

- 5 1) within 18 hours of the report of such rotation, unless the reserve pilot consents, or
- 6 2) if such rotation has been assigned to a reserve under **Section 23 S. 17. c.** (reserve
7 line check).

8 11. Crew Scheduling may correct errors and omissions in a:

- 9 a. pre-bid period white slip award(s) within 72 hours of the PCS run in which the error
10 or omission occurred.
- 11 b. same-day, next-day, or second-day white slip award(s) within the period ending two
12 hours prior to report.
- 13 c. current bid period beyond-second-day white slip award(s) before the PCS run
14 immediately following the award.

15 12. A pilot who is not awarded a rotation because of an error or omission by Crew
16 Scheduling will receive pay and credit for no less than the rotation they should have been
17 awarded (made whole).

18 13. A pilot will not be paid or credited for a rotation that is removed from their line under
19 **Section 23 P. 11.** If there was another rotation that the pilot would have been awarded in
20 the absence of the error or omission, the pilot will:

- 21 a. be awarded such rotation (without proffer), or
- 22 b. receive pay and credit for no less than the rotation they should have been awarded
23 (made whole).

24 Q. Green Slips (GS) and Green Slips with Conflict (GSWC)

- 25 1. A regular or reserve pilot may, via DBMS, submit a GS for same-day/next-day/second-
26 day open time if they will be in the position of the open time on the day it originates.
- 27 2. While they are assigned to active duty in the Training Department, an SLI will be eligible
28 to submit and be awarded a GS to fly as:
 - 29 a. Captain in a category that includes the aircraft type on which the pilot instructs, if
30 they can hold Captain on such aircraft type, and
 - 31 b. First Officer in a category that includes the aircraft type on which the pilot instructs.
- 32 3. A regular pilot may also, via DBMS, submit a GSWC if they will be in the position of the
33 open time on the day it originates.
- 34 4. A GS or GSWC may stipulate specific rotations and/or specific dates, in order of
35 preference and may also include any of the stipulations set forth in the PCS template.
- 36 5. A GS or GSWC will remain active for processing until:
 - 37 a. the stipulations in the GS or GSWC have been met.
 - 38 b. the time frame specified by the pilot expires.
 - 39 c. the pilot withdraws the GS or GSWC.
- 40 6. GS and GSWC will be awarded under **Section 23 N. or O.**, subject to **Section 23 Q. 8.**
41 and the following:
 - 42 a. Open time awards will be based on the Trip Coverage Report (TC) generated for such
43 awards no earlier than 30 minutes prior to the commencement of the award process.
 - 44
 - 45

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- 1 b. A pilot will not be awarded a GS or GSWC for a rotation that includes special
2 airport/route/theater qualifications for which they are not qualified unless, at the time
3 of the award, the rotation has already been awarded/assigned to another qualified
4 pilot whose presence either qualifies or will qualify the pilot into the special airport or
5 theater or on the route.

6 Exception: A Captain whose request for a theater qualification remains unfulfilled
7 pursuant to **Sections 11 J. 2. e.** or **J. 5. d.** will not be denied such GS or GSWC.

- 8 c. A pilot will not be awarded a GS that would create an FAR and/or PWA conflict with
9 a rotation previously awarded/assigned (i.e., no loop-back to undo a previously
10 awarded/assigned rotation).

11 Exception: A GS for a same-day rotation by a pilot who will be a reserve pilot on the
12 next day will be processed without regard to their reserve award/assignment for the
13 next day.

- 14 d. A pilot will not be awarded a GSWC that would create an FAR and/or PWA conflict
15 with a GSWC rotation previously awarded/assigned (i.e., no loop-back to undo a
16 previously awarded/assigned GSWC rotation).

- 17 e. A pilot will not be awarded a GSWC for a rotation that would create an FAR and/or
18 PWA conflict with a rotation on their line that originates on the same day.

- 19 f. A pilot will not be awarded a GS or GSWC if the rotation would create an FAR
20 conflict on the pilot's line including a rotation(s) that the pilot missed or will miss due
21 to sick leave.

22 Exception one: A pilot who has utilized sick leave will be considered, in seniority
23 order, for a GS or GSWC, excluding the scheduled flight and flight duty period time
24 for such sick leave rotation(s), after all pilots that are not subject to **Section 23 Q. 6. f.**

25 Exception two: This provision will not apply to a pilot who adds a rotation(s) under
26 the fly back provisions in **Section 14 E. 2.**

27
28 Example one: A pilot misses a rotation (1-4) due to sick leave. On the 19th, the pilot
29 submits a GS or GSWC for a rotation (20-22). Their request will be processed in
30 seniority order utilizing the scheduled flight and flight duty period time from the
31 rotation missed due to sick leave (1-4) and any other rotation(s) missed due to sick
32 leave. If the addition of the rotation (20-22) would create a FAR conflict on the
33 pilot's line, the pilot will not be awarded the rotation (20-22). If the rotation (20-22)
34 has not been awarded after processing all submitted GS or GSWC requests, the pilot's
35 GS or GSWC will be considered without utilizing the flight and flight duty period
36 time from the sick leave rotation(s).

37
38 Example two: A pilot misses two rotations (1-4 and 15-18) due to sick leave. On the
39 16th, the pilot calls in well beginning on the 17th. The pilot subsequently submits a
40 GS or GSWC for a rotation (18-19) under **Section 14 E. 2. b.** The pilot's GS or
41 GSWC will be processed in seniority order utilizing the scheduled flight and flight
42 duty period time from the first rotation missed due to sick leave (1-4) but without
43 considering the flight and flight duty period time from the sick leave rotation (15-18).
44 If the rotation (18-19) has not been awarded after processing all submitted GS or
45 GSWC requests, the pilot's GS or GSWC will be considered without utilizing the
46 flight and flight duty period time from the sick leave rotations (1-4).

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Example three: A pilot advises the Company of known sick leave (1-15) prior to bidding for that bid period. The pilot is awarded two rotations (2-5 and 10-12) within their sick leave shadow period. On the 16th, the pilot submits a GS or GSWC for a rotation (17-20). Their GS or GSWC will be processed in seniority order utilizing the scheduled flight and flight duty period time for the rotations (2-5 and 10-12). If the rotation (17-20) has not been awarded after processing all submitted GS or GSWC 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:
 - a. the block time of the rotation would cause their total projected block time to exceed, or further exceed, their block hour limit.
 - b. the pilot is a low-time Captain and the rotation was previously awarded to a low-time First Officer.
 - c. the pilot is a low-time First Officer and the rotation was previously awarded to a low-time Captain.
 - d. the pilot has not completed OE.
 - e. the rotation creates an FAR and/or PWA conflict with a rotation already flown.
 - f. the rotation includes a day on which APD appears on their schedule or a reserve day on which PD appears on their schedule.
 - g. the rotation does not conform with the stipulations entered by the pilot under **Section 23 Q. 4.**
 - h. the open time is scheduled to operate during a period(s) of their absence due to sick leave.
8. A pilot who is proffered a GS or GSWC rotation may decline such proffer.
Exception: A pilot who is awarded a GS or GSWC under **Section 23 N.** while the pilot is on a duty period, flight training device period, or simulator period, and who has indicated in their GS or GSWC request under **Section 23 E. 4. b.** their willingness to automatically acknowledge such award, is obligated to fly the rotation.
9. If Crew Scheduling is unable to contact a pilot to inform them 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.
10. A pilot who is awarded a GSWC will be removed from the entire conflicting rotation.
11. When awarding a GS or GSWC the Company will:
 - a. attempt to contact the pilot using all telephone numbers listed in DBMS, and
 - b. 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 them of a GS or GSWC award under **Section 23 N.**, and who has indicated in their GS or GSWC request their willingness to automatically acknowledge such an award under **Section 23 E. 4. b.** will not be bypassed.
12. Crew Scheduling may correct errors and omissions in a same-day, next-day, or second-day GS or GSWC award(s) following the award of the rotation and ending two hours prior to report.

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- 1 a. Such corrections will not generate a rotation guarantee for the rotation removed.
- 2 b. If there was another rotation that the pilot would have been awarded in the absence of
- 3 the error or omission, the pilot will:
- 4 1) be awarded such rotation, or
- 5 2) receive single pay, no credit for no less than the scheduled value of the rotation
- 6 they should have been awarded (made whole).
- 7 c. A pilot who is not awarded a rotation because of an error or omission by Crew
- 8 Scheduling will receive pay, no credit for no less than the rotation they should have
- 9 been awarded (made whole).
- 10 13. An out-of-base pilot will:
- 11 a. receive pay, credit and per diem for a GS rotation(s) beginning at their report for the
- 12 rotation at the base at which the rotation originates and ending at their release at such
- 13 base,
- 14 b. not be reimbursed for transportation, lodging, and per diem before their report to and
- 15 after their release from a GS rotation(s),
- 16 c. not be awarded a GS unless they are able to report by the scheduled report or such
- 17 later time as may be determined by Crew Scheduling,
- 18 d. not be awarded a GS for open time that includes special airport/route/theater
- 19 qualifications or an aircraft model for which the pilot is not qualified unless, at the
- 20 time of the award, the rotation has already been awarded/assigned to another qualified
- 21 pilot whose presence either qualifies or will qualify the pilot into the special airport or
- 22 theater or on the route,
- 23 Exception: A Captain whose request for a theater qualification remains unfulfilled
- 24 pursuant to **Sections 11 J. 2. e.** or **J. 5. d.** will not be denied such GS.
- 25 e. have rotation guarantee recovery obligations at the base where the rotation was
- 26 scheduled to originate under **Section 23 K. 2.**, and
- 27 f. be considered to be based, for reroute purposes, at the base where the rotation was
- 28 scheduled to originate.
- 29 14. A pilot who has flown a rotation(s) pursuant to a GS will not be awarded another rotation
- 30 in the same bid period pursuant to a GS unless:
- 31 a. all other eligible pilots (i.e. pilots who can be contacted and are able to fly such
- 32 rotation without a PWA/FAR violation) in their category who have submitted GSs
- 33 have flown a like number of rotations pursuant to a GS in such bid period, or
- 34 b. no other eligible pilot is available.
- 35 15. A pilot who has flown a rotation(s) pursuant to a GSWC will not be awarded another
- 36 rotation in the same bid period pursuant to a GSWC, unless:
- 37 a. all other eligible pilots (i.e. pilots who can be contacted and are able to fly such
- 38 rotation without a PWA/FAR violation) in their category who have submitted
- 39 GSWCs have flown a like number of rotations pursuant to a GSWC in such bid
- 40 period, or
- 41 b. no other eligible pilot is available.
- 42
- 43 R. Inverse Assignment (IA) and Inverse Assignment with Conflict (IAWC)
- 44
- 45 1. A pilot who has been assigned a rotation pursuant to an IA or IAWC, will not be awarded
- 46 another rotation in the same bid period pursuant to an IA or IAWC, unless:

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- 1 a. all other eligible pilots in their category have been awarded a like number of rotations
2 pursuant to an IA or IAWC in such bid period, or
3 b. no other pilot in their category is available.
- 4 2. An IA or IAWC will be assigned in inverse seniority order without regard to the length of
5 the rotation.
- 6 3. A pilot who is assigned an IAWC will be removed from the entire conflicting rotation.
- 7 4. A pilot will not be assigned an IA or IAWC if the block time of the rotation would cause
8 their total projected block time to exceed, or further exceed, their block hour limit.
- 9 5. A pilot will not be assigned an IAWC that would create an FAR or PWA conflict with a
10 rotation on their line that originates on the same day.
- 11 6. A pilot will not receive an IA or IAWC to open time that is scheduled to operate during a
12 period(s) of their absence due to sick leave.
- 13 7. Without their consent, a regular pilot will not be inversely assigned to a rotation with a
14 report that is within 11 hours of their release at their base.
- 15 8. If Crew Scheduling is unable to contact a pilot to inform them of an IA or IAWC, the
16 pilot will be bypassed without pay protection and the rotation(s) will be removed from
17 the pilot's line and returned to open time.
- 18 9. A pilot will not be awarded an IA or IAWC if:
19 a. the rotation includes a day on which APD appears on their schedule.
20 b. the rotation includes a day on which PD appears on a reserve day on their schedule.
21 c. the pilot is a low-time Captain and the rotation was previously awarded to a low-time
22 First Officer.
23 d. the pilot is a low-time First Officer and the rotation was previously awarded to a low-
24 time Captain.
- 25 10. A pilot will not be assigned an IA if their accumulated credit equals or exceeds the ALV.

27 S. Reserve Pilots

- 28
29 1. A reserve pilot will:
30 a. be awarded/assigned open time under **Section 23 N. or O.**
31 Note one: Open time will be assigned to reserve pilots (within days-of-availability
32 groupings) beginning with the reserve pilots within the lowest RAW value grouping
33 and then progressing to the reserve pilots within the next higher RAW value
34 grouping.
35 Exception: If a reserve pilot submits a yellow slip for open time and such reserve
36 pilot's RAW score places them in the second RAW value grouping, their
37 preferences will be considered in seniority order as if the pilot were placed in the
38 first RAW value grouping.
39 Example: A pilot preferences a rotation on a yellow slip, but is in the second raw
40 score grouping. The pilot selects the option for their request to be considered in
41 the first RAW score grouping. The pilot's request will be considered, in seniority
42 order, among other pilots in the first RAW score grouping.
43 Note two: Within days-of-availability groupings, reserve pilots whose RAW values
44 are in the same RAW value grouping will be assigned open time in inverse seniority
45 order unless one or more of them have submitted a yellow slip, in which case open

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1 time will be awarded in seniority order to the reserve pilot(s) who submitted a yellow
2 slip for such open time.

3 Exception: If a reserve pilot submits a yellow slip for open time that is equal to
4 the pilot's days-of-availability minus one day, the pilot will be considered to be in
5 such new days of availability grouping, provided there are pilots within the pilot's
6 current days of availability grouping equal to the number of open time trips plus
7 one.

8 Example: A reserve pilot with three days-of-availability submits a yellow slip for
9 a two-day rotation. There are two three-day rotations in open time with three
10 pilots (including the pilot submitting the YS) in the three-day availability group.
11 Such pilot submitting the YS will be considered to be in the new days (i.e., two-
12 day) availability grouping for purposes of awarding the YS.

13 Note three: When open time is so assigned, the following order will be used:

- 14 1) pilots whose days-of-availability match the length of the rotation (by RUO),
15 then
 - 16 2) pilots whose days-of-availability exceed the length of the rotation (in least
17 variance order, by RUO).
- 18 b. be placed in a days-of-availability groupings within their category as follows:
- 19 1) in narrowbody categories, the groupings will be:
20 a) one day of availability,
21 b) two days of availability,
22 c) three days of availability, and
23 d) four or more days of availability.
 - 24 2) in widebody categories, the groupings will be:
25 a) one day of availability,
26 b) two days of availability,
27 c) three days of availability,
28 d) four days of availability, and
29 e) five or more days of availability.
- 30 c. be on long call on any on-call day on which they are not awarded or assigned to short
31 call.
- 32 d. be required to check their schedule via DBMS or VRU after block-in of the last flight
33 segment of their rotation prior to their release (see *Section 12 G. 8. – 9.*).
- 34 e. report and be released at their base, when the pilot is awarded/assigned open time in
35 their 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) pilots who have been awarded a short call period via PCS/PBS.
 - 39 2) in seniority order, among pilots who have submitted a yellow slip for conversion
40 to short call and who have less than three short call credits.
 - 41 3) in inverse seniority order, among pilots who have not submitted a yellow slip for
42 conversion to short call and who have less than two short call credits.
 - 43 4) in seniority order, among pilots who have submitted a yellow slip for conversion
44 to short call and who have at least three short call credits but fewer than the
45 maximum number under *Section 23 S. 2. c. 2.*

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1 5) in inverse seniority order, among pilots who have not submitted a yellow slip for
2 conversion to short call and who have at least two short call credits but fewer than
3 the maximum number under *Section 23 S. 2. c. 2*).

4 6) 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: The Company will normally publish all available short call periods by
12 0800E the day prior for short call periods the following day. Such periods will be
13 published in reserve open time at 0800E. Bids for short call periods will close no
14 earlier than 1100E and be awarded no later than 1200E.

15 Exception: Short call periods may only be added after 0800E for unanticipated
16 operational requirements (e.g., sick calls, late developing weather, unanticipated
17 operational events) and will be manually assigned under *Section 23 S. 1. f*.

18 Note three: Crew Scheduling may at its discretion bypass a reserve pilot in the one
19 day of availability grouping for conversion to short call under *Section 23 S. 1. f* if
20 such pilot is scheduled for a hard non-fly day immediately following the one day of
21 availability.

22 2. A reserve pilot will not be:

23 a. assigned a rotation that:

24 1) will cause their credit to exceed, or further exceed, the ALV plus 15 hours.

25 2) will cause their total projected block time to exceed, or further exceed, their block
26 hour limit.

27 3) is scheduled to interrupt a golden day(s).

28 4) has a report that is less than 18 hours after their release at their base.

29 5) has a report earlier than 10 hours from the end of their last non-fly day.

30 Note one: A rotation that has a report between 10 and 18 hours after the end of a
31 pilot's last non-fly day will be assigned no later than 12 hours prior to the end of
32 such non-fly day under *Section 23 S. 5. d. 2) b*).

33 Note two: A pilot is responsible for ascertaining whether they have been so
34 assigned a rotation. Crew Scheduling is not required to make telephone contact
35 for such an assignment.

36 Note three: A commuting pilot assigned a rotation under *Section 23 S. 2. a. 5*)
37 will be considered to have complied with any requirement under a Company or
38 PWA commuter policy to book a backup flight.

39 Exception: A reserve pilot will not be assigned a rotation that has a report earlier
40 than 1800 (base time) if the non-fly day that preceded the on-call day was a
41 vacation day.

42 6) would cause the pairing of two low-time pilots on such rotation.

43 Exception one: A reserve pilot may be awarded a GS (see *Section 23 Q.*) without
44 regard to the limitations in *Section 23 S. 2. a. 1*) and 3) – 5).

45 Exception two: A reserve pilot may be awarded a yellow slip (see *Section 23 T.*)
46 without regard to the limitations in *Section 23 S. 2. a. 3*) – 5).

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- 1 b. removed from a rotation for the purpose of awarding such rotation to a regular pilot,
 2 within 18 hours of the report of such rotation, unless the reserve pilot consents.
 3 c. converted to short call:
 4 1) on an X-day, or
 5 2) in excess of the number stated in the following charts:
 6 a) In a bid period with a reserve guarantee of 72:00 – 74:59:
 7

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

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

Reserve Days in Bid Period	Short Calls
25 – 31	6
20 – 24	5
16 – 19	4
12 – 15	3
7 - 11	2
3 – 6	1
0 –2	0

11 Note: “Reserve Days in Bid Period” in the charts in **Section 23 S. 2. c. 2)** will:

- 12 a) be calculated as of 2200E two days prior to the beginning of the bid period,
 13 and
 14 b) include all personal drop days.

15 Exception one: A reserve pilot may be converted to short call in a bid period
 16 more times than shown in **Section 23 S. 2. c. 2)** pursuant to a yellow slip(s) that is
 17 awarded after the pilot has already completed the number shown in **Section 23 S.
 18 2. c. 2)**.

19 Exception two: A reserve pilot who is unable to complete their short call period
 20 due to sickness, will not be credited with a short call period for purposes of
 21 **Section 23 S. 2. c. 2)**.

- 22 3) earlier than 10 hours from the end of their last non-fly day.

23 Note one: A short call period that begins between 10 and 18 hours after the end
 24 of a pilot’s last non-fly day will be assigned no later than 12 hours prior to the end
 25 of such non-fly day under **Section 23 S. 5. d. 2) b)**.

26 Note two: A pilot is responsible for ascertaining whether they have been
 27 converted to short call under **Section 23 S. 5. d. 2) b)**. Crew Scheduling is not
 28 required to make telephone contact for such a conversion.
 29

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- 1 Exception one: A reserve pilot will not be converted to short call earlier than
2 1800 (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 their accumulated credit equals or exceeds their
7 reserve guarantee.
- 8 3. A reserve pilot may be awarded available short call periods from reserve open time via
9 YS and PCS. Such periods awarded will count toward the pilot's short call obligation
10 under *Section 23 S. 2. c.*
- 11 a. Once a reserve pilot's short call obligation under *Section 23 S. 2. c.* has been met, the
12 pilot may be awarded additional short call periods via YS and PCS.
- 13 b. A reserve pilot who has been awarded and converted to a short call period(s) in
14 excess of *Section 23 S. 2. c.* will receive 2:00 pay, no credit per excess short call
15 period, in addition to any other form of pay for the bid period.
- 16 c. A pilot who has been awarded a short call via PBS or PCS shall not have the short
17 call removed except by mutual agreement with Crew Scheduling.
- 18 Exception: A reserve pilot awarded or assigned a rotation that conflicts with a future
19 short call period will be removed from such future short call period and it will not
20 count towards the pilot's short call obligation under *Section 23 S. 2. c.*
- 21 4. A reserve pilot who has been awarded an additional on-call day(s), or an additional on
22 call day(s) designated as premium, will be paid in accordance with *Section 23 U. 9.*
- 23 5. A long call pilot:
- 24 a. must be available for contact by Crew Scheduling at any time while on-call.
- 25 b. must be able to report for an assigned rotation which reports no earlier than 18 hours
26 from the first attempted contact by Crew Scheduling.
- 27 c. can be converted to short call no earlier than 18 hours from the first attempted contact
28 by Crew Scheduling and will be released from duty during the 18 hours immediately
29 preceding the start of their short call period.
- 30 Exception one: A widebody category pilot whose bid package contains an FRMS
31 rotation(s) may be converted to short call on their first on-call day following a non-fly
32 day or block of non-fly days, so long as the pilot is notified of the conversion to short
33 call no later than 1200 (pilot base time) on the last on-call day prior to the non-fly day
34 or block of non-fly days. Such pilot will be free from duty from the time they are
35 notified of the conversion to short call until the start of the short call period.
- 36 Exception two: A pilot who has submitted a YS for conversion to short call may
37 submit a preference to be released from duty during the ten hours immediately
38 preceding the start of their short call period.
- 39 d. will be notified of their assignment to open time under *Section 23 N.* or *O.* by one of
40 the following two methods:
- 41 1) telephone contact from Crew Scheduling.
- 42 2) electronic placement of a rotation or conversion to short call that is placed on their
43 schedule prior to:
- 44 a) their release from a rotation, or
- 45 b) twelve hours before the end of their last non-fly day (other than a vacation
46 day) before an on-call day.

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Note: A pilot is responsible for ascertaining whether they have been assigned a rotation or converted to short call under **Section 23 S. 5. d. 2) b)**. Crew Scheduling is not required to make telephone contact for such an assignment or conversion.

- e. will not be required to remain available for contact in the 24 hours prior to the scheduled report of an assigned rotation.
- f. who is assigned a rest period:
 - 1) prior to release from a rotation, must acknowledge such assignment prior to release.
 - 2) via telephone contact may:
 - a) if contacted directly by Crew Scheduling, be placed on rest immediately, or
 - 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 they were unable to begin their rest period as scheduled.
6. 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.
7. A long call pilot may be released from on-call duty at 0600 base time on their last on-call day prior to a soft non-fly day if the pilot contacts Crew Scheduling and requests to be released.
8. A long call pilot will be released from on-call duty at 0600 base time on their last on-call day prior to a hard non-fly day.
9. 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 their short call period until the earlier of:
 - 1) the end of the short call period, or
 - 2) their departure to report for an awarded/assigned rotation.Exception: A pilot who is converted to short call will not be required to be available for contact during the first two hours of their short call period as follows:
 - a) At the time the pilot is notified of their conversion to short call, the pilot will advise Crew Scheduling that they will be 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) During this period of unavailability, the pilot assumes responsibility for acknowledging any rotation placed on their line by checking their schedule via DBMS or contacting Crew Scheduling.
 - d) When the pilot checks their schedule, their line may contain a rotation with a report as early as two hours from the start of the short call period.
 - c. who is unavailable for contact under **Section 23 S. 9. 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).

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- 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 their last on-call day prior to a hard non-fly day.
10. In pilot bases with co-terminal airports, a short call pilot's availability will be determined as follows:

Co-Terminal Airports	Airport Reserve Availability Determined From
LAX, ONT, SNA, BUR, LGB	LAX
EWR, JFK, LGA	EWR, JFK or LGA

11. A reserve pilot who flies on an X-day due to an IA, GS, or reroute will be given nine hours free of duty upon their release at the completion of their rotation.
- a. The pilot's X-day(s) will begin immediately following such nine-hour period and will continue until they have received a period of 24 hours free of duty for each interrupted and remaining X-day in their scheduled X-day block.
 - b. 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. 16**.

Example:

<u>Day</u>	1	2	3	4	5	6	7	8
Scheduled X-days	Res	Res	X	X	X	X	Res	Res
Rotation	A	B	C					
			↑					
			0900 Release					
Actual X-days	Res	Res	/	X	X	X	/	Res
			↑				↑	
			1800 X-days begin				1800 X-days end	

(See **Section 23 S. 2.** and **5.** for a reserve pilot's acknowledgment obligations on last non-fly day prior to an on-call day.)

12. A reserve pilot who flies an ocean crossing on an X-day due to an IA, GS, or reroute will be given 13 hours free of duty upon their release at the completion of their rotation.
- a. The pilot's X-day(s) will begin immediately following such 13-hour period and will continue until they have received a period of 24 hours free of duty for each interrupted and remaining X-day in their scheduled X-day block.
 - b. 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. 16**.
13. 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 the pilot's release by Crew Scheduling and will continue until they have received a period of 24 hours free of duty for each interrupted and remaining X-day in their scheduled X-day block. If the remaining days in the bid period are insufficient to

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1 contain the X-day(s), the pilot will be granted an additional day(s) off under **Section 23**
 2 **S. 16.**

3
 4 Example:

5	<u>Day</u>	1	2	3	4	5	6	7	8
6		<hr/>							
7	Scheduled X-days	Res	Res	X	X	X	X	Res	Res
8									
9	Rotation (0800 Report)			A					
10				↑					
11									
12									
13	Actual X-days	Res	Res	/	X	X	X	/	Res
14				↑				↑	
15									
16									
17									

(See **Section 23 S. 2.** and **5.** for a reserve pilot's acknowledgment obligations on last non-fly day prior to an on-call day.)

- 18
 19
 20 14. The X-day(s) of a reserve pilot who completes a rotation on an X-day due to late operations,
 21 will begin upon the pilot's release at the completion of their rotation and will continue until
 22 they have received a period of 24 hours free of duty for each interrupted and remaining X-
 23 day in their scheduled X-day block. If the remaining days in the bid period are insufficient to
 24 contain the X-day(s), the pilot will be granted an additional day(s) off under **Section 23 S.**
 25 **16.**

26
 27 Example:

28	<u>Day</u>	1	2	3	4	5	6	7	8
29		<hr/>							
30	Scheduled X-days	Res	Res	X	X	X	X	Res	Res
31									
32	Rotation	A	B	↑					
33			↑						
34									
35									
36	Actual X-days	Res	Res	/	X	X	X	/	Res
37				↑				↑	
38									
39									
40									

(See **Section 23 S. 2.** and **5.** for a reserve pilot's acknowledgment obligations on last non-fly day prior to an on-call day.)

- 41
 42
 43 15. The X-day(s) of a reserve pilot, who flies a rotation as a regular pilot into their X-day(s)
 44 as a result of a month-to-month transition will, upon their advising Crew Scheduling, be
 45 moved so as to begin on the first uninterrupted day.

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- 1 16. A reserve pilot who is eligible for an additional day(s) off under **Section 23 S. 11. – 14.**
2 will:
- 3 a. take such day(s)-off in the current or a future bid period, by mutual agreement with
4 Crew Scheduling, or
- 5 b. have such day(s) added to a current year vacation period(s), by mutual agreement
6 with Vacation Planning, or
- 7 c. have such day(s) added to their earned vacation for the next vacation year, if not used
8 in the current vacation year.
- 9 17. Reserve Line Checks:
- 10 a. A reserve pilot’s schedule, as shown in DBMS, will include the notation “LCS” in a
11 bid period in which the Company intends to conduct a line check for such pilot.
- 12 b. An LCS notation will not affect a reserve pilot’s:
- 13 1) sequencing for assignment, or
- 14 2) their ability to exercise other PWA rights (e.g., yellow slip, PD/APD/PDS, etc.).
- 15 c. A reserve pilot whose schedule bears an LCS notation may receive their line check on
16 a rotation that is:
- 17 1) specially constructed for the purpose of their line check, in which case the reserve
18 pilot cannot be displaced under **Section 23 P. 10.**, or
- 19 2) assigned/awarded to them under **Section 23 N.** or **O.**
- 20 d. A reserve pilot will not be displaced under **Section 23 P. 10.** from a rotation on which
21 they are scheduled for a line check.
- 22 18. A reserve pilot may submit their request in the DBMS template “Select Preference
23 Qualifiers If Needed to Fly.” Such request may include a preference for a specific
24 rotation(s) and/or a specific date(s) on which the pilot desires to fly, in order of
25 preference, and may also include any of the stipulations set forth in the request template.
26 The preferences in such request will be considered by Crew Scheduling if the pilot is
27 needed to fly.
- 28 19. Reserve with Conflict
- 29 a. A reserve pilot who has been assigned a rotation under **Section 23 N.** or **O.** and
30 released from their requirement to be contactable under **Section 23 S. 5. e.** may submit
31 a preference to be awarded a “Reserve Trip with Conflict.”
- 32 b. Such rotations will be proffered in seniority order among pilots who have yellow slips
33 preferencing a desire for such rotations.
- 34 c. A pilot who is awarded a reserve trip with conflict will have the original rotation
35 replaced with the proffered rotation. The pilot will receive the pay and credit of the
36 original rotation, or replacement rotation, whichever is greater.
- 37 d. A reserve pilot who completes a Reserve Trip with Conflict will return to long call
38 reserve after completion of the rotation if the pilot has additional on-call days
39 remaining.
- 40 20. Reserve Open Time will be published in DBMS as follows:
- 41 a. available additional on-call days, including days designated as “premium”
- 42 b. available short call periods, and
- 43 c. available voluntary airport standby periods under **Section 23 EE.**
- 44
- 45

1 T. Yellow Slips

- 2
- 3 1. A reserve pilot may submit a yellow slip via DBMS. Yellow slips will be considered by
- 4 Crew Scheduling when awarding open time under *Section 23 N.* and *O.*, when converting
- 5 reserve pilots to short call under *Section 23 S. 2. c.*, and when determining the need for
- 6 an additional on-call day(s).
- 7 2. A pilot's yellow slip may stipulate:
- 8 a. rotation(s) and/or date(s) on which they desire to fly, in order of preference,
- 9 b. date(s) and/or start time(s) on which they desire to be converted to short call,
- 10 c. date(s) on which they desire to be awarded an additional on-call day(s), including
- 11 such days designated as premium on-call days.
- 12 d. parameters for which they desire to be considered for reserve with conflict
- 13 (RWC),
- 14 e. date(s) on which they desire to be awarded an available short call period from
- 15 reserve open time,
- 16 f. rotations and/or dates on which they desire to be awarded standby rotations under
- 17 *Section 23 AA.*,
- 18 g. dates(s) they wish to be awarded voluntary airport standby (VAS) periods under
- 19 *Section 23 EE.*, and
- 20 h. 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/second-day open time that would create an FAR and/or
- 32 PWA conflict with a previously awarded/assigned rotation (i.e., no loop-back to
- 33 undo a previously awarded/assigned rotation).
- 34 b. the credit of the rotation would cause their 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 their 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 their total projected block time for the bid
- 43 period to exceed, or further exceed, their block hour limit.
- 44 d. the award would cause the pairing of two low-time pilots on such rotation.
- 45 e. the pilot has not completed their OE.

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- 1 f. the rotation includes a day on which APD appears on the pilot's schedule or a reserve
2 day on which PD appears on their schedule.
- 3 g. the rotation does not conform with the stipulations entered by the pilot under
4 **Section 23 T. 2.**
- 5 4. A pilot will not be converted to short call via a yellow slip if the short call period does
6 not conform with the stipulations entered by the pilot under **Section 23 T. 2.**
- 7 5. A pilot's yellow slip to be awarded an additional on-call day(s) will be granted at the
8 Company's option.
- 9 6. A pilot may be awarded open time as a result of a yellow slip on or into their X-day(s)
10 (including golden X-days), under **Section 23 N. 5.** or **9.** or **Section 23 O. 3.** or **6.**, subject
11 to the following:
 - 12 a. The days-of-availability grouping for a pilot will include the waived X-day(s).
 - 13 b. An X-day(s) lost as a result of such yellow slip award will be forfeited.
- 14 7. A reserve pilot who is proffered/awarded a yellow slip for a rotation with a report that is:
 - 15 a. 18 hours or less from first attempted contact may decline such award (this is a
16 proffer).
 - 17 b. more than 18 hours from first attempted contact is obligated to fly the rotation (this is
18 not a proffer).
- 19 8. If Crew Scheduling is unable to contact a pilot to inform them of a rotation awarded via a
20 yellow slip, the rotation will be removed from the pilot's line and returned to open time.
21 Exception: A rotation awarded via a yellow slip under **Section 23 N.** will not be so
22 removed if:
 - 23 a. the pilot is on a duty, FTD, or simulator period when Crew Scheduling attempts to
24 notify them of the award, and
 - 25 b. the pilot has indicated in their yellow slip request their willingness to automatically
26 acknowledge such an award under **Section 23 E. 4. b.**
- 27 9. Additional on-call days
 - 28 a. Reserve pilots will be eligible to pick up additional available on-call days by
29 requesting such days via yellow slips.
 - 30 b. Additional on-call days may be designated as premium on-call days as published by
31 the Company in reserve open time. A pilot may specify qualifiers on a yellow slip
32 request for additional on-call days restricting such requests to "premium on-call day
33 only."
 - 34 c. To be eligible for premium pay on additional on call days, such premium on-call
35 days must:
 - 36 1) be contiguous with the pilot's existing on-call days at the time of award and
37 that block of on-call days must remain intact to receive premium pay.
 - 38 2) a reserve pilot who is awarded an additional on-call day designated as premium
39 must be available for the entire on-call block, including the additional on-call
40 day to receive the premium.
 - 41 d. An additional on-call day will not be awarded if it creates a PWA/FAR violation.
- 42
- 43

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1 U. Green Slip (GS), Green Slip with Conflict (GSWC), Inverse Assignment (IA), Inverse
2 Assignment With Conflict (IAWC), Silver Slips (SS), Additional on-call days, Voluntary
3 Airport Standby (VAS), Reserve with Conflict (RWC), and PBS Premium Rotations
4 (PBSPR)—Pay and Credit/Pay and No Credit
5

6 1. GS

7 a. A regular pilot who has flown a GS rotation:

8 1) will receive single pay and credit for the portion of the pilot's GS rotation that
9 brings them to the lesser of:

- 10 a) the ALV minus five hours, or
11 b) 72 hours, and

12 2) will receive double pay, no credit for the portion of the pilot's GS rotation that
13 exceeds the lesser of:

- 14 a) the ALV minus five hours, or
15 b) 72 hours.

16 3) may use up to five hours of their bank, prior to accounting for the GS rotation, to
17 bring their projection to the lesser of:

- 18 a) the ALV, or
19 b) 75 hours.

20 Note: A pilot's vacation and CQ training in the bid period will be considered as pay
21 and credit for purposes of determining if they have met the ALV minus five hours or
22 72-hour threshold in such bid period (and not for any other purpose).

23 b. A reserve pilot who has flown a GS rotation(s) will receive:

24 1) single pay and credit for the portion of such rotation(s) flown on their reserve on-
25 call days that occurred before the pilot's accumulated credit exceeded the ALV
26 (applied against their reserve guarantee),

27 and

28 2) single pay, no credit (in addition to any other form of pay and credit for the bid
29 period) for the portion of such rotation(s) that:

- 30 a) interrupted their X-day(s), or
31 b) occurred after their accumulated credit equaled the ALV,

32 Note one: A reserve pilot who flies a GS rotation into an X-day(s) is entitled to
33 additional time free of duty under **Section 23 S. 11**.

34 Note two: A reserve pilot awarded a GS rotation in which all duty periods of the
35 rotation are scheduled to operate on on-call days may request that one X-day that
36 coincides with a day on which the pilot does not have a duty period within the GS
37 rotation be moved to the first day of the GS rotation.

38 c. A long call reserve pilot who is awarded a GS rotation with a report that is within 18
39 hours of the first attempted contact will receive single pay, no credit for the first duty
40 period of the rotation (in addition to any other pay and credit for the bid period).

41 2. GSWC

42 A pilot will be removed from a rotation(s) on their regular line that conflicts with a
43 GSWC rotation(s). Such pilot will receive:

- 44 a. single pay and credit for the removed rotation(s), and
45 b. single pay, no credit for the GSWC rotation(s) flown.

46 3. IA

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- 1 a. A regular pilot who has flown an inversely assigned rotation(s) or portion thereof will
2 receive double pay, no credit for such flying.
- 3 b. A reserve pilot who has flown an inversely assigned rotation(s) will receive:
4 1) single pay and credit for the portion of such rotation(s) flown on their reserve on-
5 call days (applied against their reserve guarantee), and
6 2) single pay, no credit for the portion of such rotation(s) that interrupted their X-
7 day(s) (in addition to any other pay and credit for the bid period).
- 8 Note one: A reserve pilot who flies an inverse assignment rotation into an X-day(s) is
9 entitled to additional time free of duty under **Section 23 S. 11**.
- 10 Note two: A reserve pilot inversely assigned to a rotation in which all duty periods of
11 the rotation are scheduled to operate on on-call days may request that one X-day that
12 coincides with a day on which the pilot does not have a duty period within the IA
13 rotation be moved to the first day of the IA rotation.
- 14 c. A long call reserve pilot who is inversely assigned a rotation with a report that is
15 within 18 hours of the first attempted contact will receive single pay, no credit for the
16 first duty period of the rotation (in addition to any other pay and credit for the bid
17 period).
- 18 Note: Inverse assignment of a long call reserve pilot within 18 hours of report will be
19 by proffer.
- 20 d. A pilot will not be eligible for sick leave pay and credit for an IA if they are unable to
21 fly the rotation due to sickness at the time of the notification of the assignment.
- 22 4. IAWC
- 23 a. A pilot will be removed from a rotation(s) on their regular line that conflicts with an
24 IAWC rotation(s). Such pilot will receive:
25 1) single pay and credit for the removed rotation(s), and
26 2) single pay, no credit for the IAWC rotation(s) flown.
- 27 b. A pilot will not be eligible for sick leave pay and credit for an IAWC if they are
28 unable to fly the rotation due to sickness at the time of the notification of the
29 assignment.
- 30 5. A GS, GSWC, IA or IAWC will be accounted for at the end of the bid period and will
31 have no impact on a pilot's projection.
- 32 6. SS, GS and IA pay and/or credit examples:
33 The SS, GS or IA rotation is referred to as rotation #1; any other rotation that is
34 subsequently awarded/assigned is referred to as rotation #2.
- 35 a. Example 1.
36 Rotation #1 cancels; pilot does not report.
37 Results:
38 1) Regular pilot – single pay and credit for rotation #1.
39 2) Reserve pilot – no pay or credit
- 40 b. Example 2.
41 Rotation #1 cancels; pilot reports but does not fly.
42 Results:
43 1) Regular pilot – single pay and credit for rotation #1.
44 2) Reserve pilot - suit up pay and credit, and additional time free of duty under
45 **Section 23 S. 13**.
- 46 c. Example 3.

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- 1 Rotation #1 cancels; pilot reports or does not report; flies rotation #2.
2 Results:
3 1) Regular pilot—
4 a) If rotation #2 is recovery flying under **Section 23 K. 2.** – single pay and credit
5 for greater of rotation #1 or #2, plus single pay, no credit for rotation #2.
6 b) If rotation #2 is an IA under **Section 23 N.** or **O.** – single pay and credit for
7 rotation #1 and double pay, no credit for rotation #2.
8 2) Reserve pilot – single pay (above guarantee), no credit for each interrupted X-
9 day(s), and additional time free of duty under **Section 23 S. 11.**
- 10 d. Example 4.
11 Prior to or after their report for rotation #1, pilot is inversely assigned to rotation #2;
12 both rotations operate.
13 Results:
14 1) Regular pilot – single pay and credit for rotation #1 and double pay, no credit for
15 rotation #2.
16 2) Reserve pilot – single pay (above guarantee), no credit for each interrupted X-
17 day(s), and additional time free of duty under **Section 23 S. 11.**
- 18 e. Example 5.
19 Rotation #1 operates; pilot removed for Company convenience (see **Section 4 E.**).
20 Results:
21 1) Regular pilot – single pay and credit for rotation #1.
22 2) Reserve pilot – no pay or credit other than suit-up pay, if applicable (see
23 **Section 4 H.**).
- 24 f. Example 6.
25 Rotation #1 operates; pilot removed due to white/yellow slip by another pilot.
26 Results:
27 1) Regular pilot removed (only with their consent) – no pay or credit.
28 2) Reserve pilot removed (only with their consent if removal is within 18 hours of
29 report) – no pay or credit.
- 30 g. Example 7.
31 Rotation #1 operates or cancels; pilot sick.
32 Result: Pilot eligible for sick leave (see **Section 14**).
- 33 h. Example 8.
34 Rotation #1 (PBSPR) cancels; pilot reports or does not report; flies rotation #2.
35 Results:
36 1) If rotation #2 is recovery flying under **Section 23 K. 2.** – single pay and credit for
37 greater of rotation #1 or #2, plus one half pay, no credit for rotation #2.
38 2) If rotation #1 operates; but pilot removed for Company convenience (see **Section**
39 **4 E.**) - single pay and credit for rotation #1
- 40 7. GSWC and IAWC pay and/or credit examples
41 The rotation on a pilot's line that is removed due to conflict is referred to as rotation #1;
42 the GSWC or IAWC rotation is referred to as rotation #2; any other rotation that is
43 subsequently awarded/assigned is referred to as rotation #3.
- 44 a. Example 1.
45 Rotation #2 cancels; pilot reports or does not report.

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- 1 Results: single pay and credit for the greater of rotation #1 or #2. If rotation #1 has
2 not been awarded to another regular pilot, it will be reinstated on their line, in which
3 case the pilot will receive single pay and credit for rotation #1 as flown.
- 4 b. Example 2.
5 Rotation #2 cancels; pilot reports or does not report; flies rotation #3.
6 Results:
7 1) Rotation #1 – single pay and credit, and
8 2) If rotation #3 is recovery flying under **Section 23 K. 2.** – single pay and credit for
9 the greater of rotation #2 or #3, plus single pay, no credit for rotation #3 as flown.
10 3) If rotation #3 falls outside the constraints of **Section 23 K. 2.** recovery provisions
11 – single pay and credit for rotation #2, plus double pay, no credit for rotation #3.
- 12 c. Example 3.
13 Prior to or after their report for rotation #2, pilot is inversely assigned with conflict to
14 rotation #3; both rotations operate.
15 Results:
16 1) Rotation #1 – single pay and credit, and
17 2) Rotation #2 – single pay and credit, and plus
18 3) Rotation #3 – double pay, no credit.
- 19 d. Example 4.
20 Rotation #2 operates; pilot removed for Company convenience (see **Section 4 E.**).
21 Results:
22 1) Single pay and credit for rotation #1, and
23 2) Single pay, no credit for rotation #2. The pilot will not be reinstated on rotation
24 #1.
- 25 e. Example 5.
26 Rotation #2 operates; pilot removed due to white/yellow slip by another pilot (only
27 with the pilot's consent).
28 Results:
29 1) Rotation #1 – single pay and credit as flown if reinstated to their line.
30 2) Rotation #2 – no pay or credit.
- 31 f. Example 6.
32 Rotation #2 operates or cancels; pilot sick.
33 Result: Eligibility for sick leave (see **Section 14**) at single pay and credit for the
34 greater of rotation #1 or rotation #2.
- 35 8. Silver Slip
36 A pilot awarded a silver slip will receive single pay and credit, plus single pay, no credit,
37 if flown.
- 38 9. Additional On Call Reserve Day
39 a. A pilot awarded an additional on-call reserve day will receive an additional pro-rata
40 portion of the reserve guarantee (e.g., 1/16th, 1/17th, or 1/18th, as applicable).
41 b. A pilot awarded an additional on-call day designated as premium will receive the
42 greater of:
43 1) 7:00 pay, no credit, or
44 2) Single pay, no credit for the value of the duty period(s) flown on the additional
45 on-call day.
- 46 10. Reserve with Conflict

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1 A reserve pilot who has been awarded a Reserve with Conflict will receive single pay and
2 credit for the greater of

- 3 a. the initially awarded rotation or
- 4 b. the rotation flown.

5 11. Voluntary Airport Standby period

6 a. A regular pilot who has been awarded a VAS period will receive:

- 7 1) 3:00 pay, no credit plus ADG (pay and credit) for each VAS period in which the
8 pilot has no flying assignment.
- 9 2) 3:00 pay, no credit for each day of a rotation assigned during any VAS period,
10 plus the value of the assigned rotation.

11 b. A regular pilot who has been awarded a VAS period via GS or SS will receive as pay,
12 no credit, an additional 100% of the value under *Section 23 U. 1. a. 1)* or 2), as
13 applicable.

14 c. A reserve pilot who has been awarded a VAS period will receive:

- 15 1) 3:00 pay, no credit plus ADG (pay and credit) for each VAS period in which the
16 pilot has no flying assignment.
- 17 2) 3:00 pay, no credit for each day of a rotation assigned during any VAS period,
18 plus value of the assigned rotation.
- 19 3) A reserve pilot who has been awarded a VAS period via GS will receive as single
20 pay, no credit of the value under *Section 23 U. 1. b. 1)* or 2), as applicable.

21 12. PBS Premium Rotations (PBSPR)

22 A regular pilot who has flown a PBSPR will receive single pay and credit, plus one-half
23 pay, no credit for the entire value of the rotation.

24 V. Reserves Required

25 1. Formulae values and definitions:

26 a. A = number of reserve pilots scheduled to be on call in category for the entire day on
27 D.

28 b. B = variable buffer applied to LMD based upon the number of days between the
29 application of the formula and D:

- 30 1) 0-2 days = 5%.
- 31 2) 3-10 days = 7.5%.
- 32 3) 11 or more days = 10%.

33 c. D = date for which the formula is applied.

34 d. O = number of open rotations on D that last appeared in open time three or more days
35 prior to report.

36 e. R = number of reserves required in category on D, as determined by *Section 23 V. 2.*

37 f. "Day to be dropped" means:

- 38 1) a day on which a regular pilot is scheduled to be on a rotation and on which, if
39 their requested swap is granted, the pilot will not be scheduled to be on a rotation.
- 40 2) a day to which a reserve pilot is requesting to move an X-day.

41 g. "Day to be added" means:

- 42 1) a day on which a regular pilot is not scheduled to be on a rotation and on which, if
43 their requested swap is granted, the pilot will be scheduled to be on a rotation.
- 44 2) a day from which a reserve pilot is requesting to move an X-day.

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- 1 h. “Last minute demand” (LMD) means the number of rotations operating on D that last
2 appeared in open time less than three days prior to report and that are expected to be
3 awarded/assigned as reserve or premium pay flying, calculated by multiplying the
4 number of published rotations scheduled to operate on D by a coefficient which is
5 determined by historic demand over the least recent 36 of the last 37 months:
6 1) in the position (status and aircraft type),
7 2) on the type of day (weekend day or not weekend day), and
8 3) in the type of bid period (summer bid period or not summer bid period).
9 i. “Summer bid period” means June, July, or August.
10 j. “Weekend day” means Saturday or Sunday.
- 11 2. Reserves Required Formula
12 For each category, the number of reserves required (R) on a given day (D) will be
13 determined as follows:
14 a. LMD on D
15 *increased by*
16 b. B, the result of which will be rounded to the next higher integer and
17 *added to*
18 c. O.
19 d. Example one.
20 1) Assumptions:
21 a) B-767 Captain category.
22 b) D is a weekend day.
23 c) D falls within a summer bid period.
24 d) 215 published rotations scheduled to operate on D.
25 e) Formula is being applied 8 days prior to D.
26 f) The coefficient for a B-767 Captain category on a weekend day in a summer
27 bid period is 12.36%.
28 2) Result:
29 R on D will be determined as follows:
30 a) LMD on D $215 \times 12.36\% = 26.57$
31 *increased by*
32 b) $B [26.57 + (26.57 \times 7.5\%) = 28.56]$, the result of which will be rounded to the
33 next higher integer (29) and
34 *added to*
35 c) O.
36 e. Example two.
37 1) Assumptions:
38 a) B-717 First Officer category.
39 b) D is a weekday.
40 c) D does not fall within a summer bid period.
41 d) 35 published rotations scheduled to operate on D.
42 e) Formula is being applied 3 days prior to D.
43 f) The category coefficient for a B-717 First Officer category is 9.82%.
44 2) Result:
45 R on D will be determined as follows:
46 a) LMD on D $(35 \times 9.82\% = 3.44)$

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- 1 *increased by*
 2 b) B $[3.44 + (3.44 \times 5\%) = 3.61]$, the result of which will be rounded to the next
 3 higher integer (4) and
 4 *added to*
 5 c) O.
- 6 3. A request to swap with the pot under **Section 23 H.** that meets the conditions set forth in
 7 **Section 23 H. 5.** will be granted if:
 8 a. the number of reserves available in the category (A) on the day(s) to be dropped is
 9 greater than the number of reserves required (R) on such days, or
 10 b. application of the formula described in **Section 23 V. 5.** allows the swap request to be
 11 granted.
- 12 4. A request to move an X-day(s) that otherwise meets the eligibility requirements of
 13 **Section 12 M. 8.** will be granted if:
 14 a. the number or reserves available in the category (A) on the day(s) to be dropped is
 15 greater than the number of reserves required (R) on such days, or
 16 b. application of the formula described in **Section 23 V. 5.** allows the X-day(s) move
 17 request to be granted.
- 18 5. Swap with the Pot and X-day Move Formula:
 19 a. Non-holiday application: A swap or X-day move request in which no day to be
 20 dropped falls within an APD holiday period as described in **Section 23 I. 10. a.**
 21 **Exception** will be granted if the sum of the negative differences of A-R on the days to
 22 be dropped > the sum of the negative differences of A-R on the days to be added.

23
 24 Example: Assume a pilot is scheduled to fly rotation 4027 and wishes to swap it for
 25 rotation 4029. Assume further that the days to be dropped (13-15) do not lie within
 26 an APD holiday period. The swap would be granted because the sum of the negative
 27 differences A-R (-4) for the days to be dropped (13-15) is > the sum of the negative
 28 differences A-R (-5) for the days to be added (17-19). (The differences A-R on the
 29 13th and 18th are not used in the calculation because they are positive, not negative,
 30 differences.)
 31

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
			Total =				Total =
			-4				-5

- 32
 33 b. Holiday application: A swap or X-day move request in which a day to be dropped
 34 falls within an APD holiday period as described in **Section 23 I. 10. a. Exception** will
 35 be granted if, for each day to be dropped on which A is less than R, there is a day to
 36 be added on which the negative difference of A-R < the negative difference of A-R
 37 on the day to be dropped.

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1 Exception: A swap or X-day move request will not be granted if, on a day to be
 2 dropped that falls within the Christmas Day or Thanksgiving Day holiday period as
 3 described in **Section 23 I. 10. a. Exception**, A is less than or equal to R.
 4

5 Example: Assume a pilot is scheduled to fly rotation 4027 and wishes to swap it for
 6 rotation 4029. Assume further that one or more of the days to be dropped (13-15)
 7 falls within an APD holiday period other than the Christmas Day holiday period. The
 8 swap would be denied because on the 15th, A is less than R and there is no day to be
 9 added (17 – 19) on which the negative difference A-R < the negative difference A-R
 10 (-3).
 11

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

- 12
- 13 6. A request for a personal drop under **Section 23 I. 9.** will be granted if at the time of
 14 processing, the application of the reserves required formula yields a result wherein the
 15 number of reserves available in the category (A) on the dates of the rotation(s) or reserve
 16 on-call day(s) to be dropped is greater than the number of reserves required (R) on such
 17 days.
 18 7. The Company and the Association will henceforth meet and confer upon the request of
 19 either party to mutually review the application of **Section 23 V.** to ensure that it continues
 20 to provide realistic operational reserve coverage.
 21

22 W. Scheduling Committee

- 23
- 24 1. The MEC Scheduling Committee will:
 25 a. have the right to meet with the Company prior to posting of bids to advise and consult
 26 on:
 27 1) proposed schedule changes,
 28 2) the allocation and reallocation of flying time among bases,
 29 3) other scheduling problems as they arise from time to time, and
 30 4) other matters as otherwise provided in the PWA.
 31 b. be notified of proposed schedule changes as far in advance as practicable.
 32 c. be provided access to OSS data necessary to administer and enforce the PWA, (i.e.,
 33 specific rotation and FAM histories). Such data will be provided to the Scheduling
 34 Committee in an electronic format (if practicable) within two business days of an
 35 Association request. Alternately, and at Company option, the Scheduling Committee
 36 may be provided access to a computer terminal at the Company headquarters.
 37 Exception: OSS data from a bid period that is prior to the previous bid period will be
 38 provided to the Scheduling Committee as soon as practicable.
 39 d. be provided direct database/API read-only access to pilot DBMS information.
 40 2. Access to Planning Data

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1 The Company will provide the MEC Chairman or their designee with regular and timely
2 access to information that is required to monitor the administration of staffing and
3 planning provisions of the PWA and the daily assignment of rotations, including:

- 4 a. copy of rotations – monthly
- 5 b. TP base statistical printout (pilots/credit hours) – monthly
- 6 c. SS/GS/GSWC/IA/IAWC assignments (duty periods)
- 7 d. Pilots purged from seniority list
- 8 e. Seniority list
- 9 f. Category list
- 10 g. Position cancellations and results
- 11 h. Conversion list
- 12 i. Monthly staffing spread sheet
- 13 j. XCM list – monthly
- 14 k. Pilot schedules
- 15 l. Alphabetical list of pilots
- 16 m. White slip, SS, GS, yellow slip, PBSPR, VAS, pilot request history and award
17 information
- 18 n. Instructor line rotation schedule
- 19 o. MAC operation information to include flight numbers, pilot rotations, scheduled and
20 actual block hours for each flight segment
- 21 3. The Company will provide either batch-print capability or print to file capability, at its
22 option, for the DBMS information required under **Section 23 W. 2.**
- 23 4. PBS Audit Data – the Company will provide the MEC Chairman or their designee with
24 regular and timely access to information that is required to monitor the PBS line award
25 process, including for each category the following reports generated by PBS:
 - 26 a. The Stats Report
 - 27 b. The Roster Report
 - 28 c. The Unstacking Report
 - 29 d. The Wide Report

30 X. Commuting Policy

- 31 1. A commuting pilot is expected to arrive at their base with sufficient time and with
32 adequate rest prior to beginning scheduled duty.
 - 33 2. A commuting pilot who is unable to report to their base as scheduled, due to an
34 interruption to their travel plans, will notify Crew Scheduling of their inability to report
35 as soon as possible. Crew Scheduling may, at its discretion:
 - 36 a. deadhead the pilot (without pay or credit) to join their rotation,
 - 37 b. place the pilot on their rotation when it transits their base (without a rotation
38 guarantee),
 - 39 c. remove the pilot from the rotation without pay, or
 - 40 d. remove the reserve pilot from their on-call day without pay.
- 41 Note: Such day will be considered a non-fly day for purposes of **Section 23 S. 5. e.**
42 and **6.**
43
44

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- 1 3. A commuting pilot who travels to their base by air will not be eligible for treatment under
2 **Section 23 X. 2.** unless they have attempted to travel on at least two flights (on and/or off
3 line) that:
 - 4 a. show adequate actual seat availability within 24 hours of the departure, considering
5 the pilot's seniority and the normal load factor of the flight; or, on which the pilot has
6 a jumpseat reservation,
 - 7 b. are scheduled to arrive at their base at a reasonable time before their scheduled report,
8 and
 - 9 c. are separated by at least two hours.
- 10 4. It is expected that a pilot will avail themselves of **Section 23 X. 2.** on a rare basis.
- 11 5. A pilot who has demonstrated a pattern of inability to report as scheduled will be subject
12 to progressive disciplinary action.
- 13 6. If the FAA amends its policies to treat commuting time as a break in a pilot's rest period:
 - 14 a. this commuting policy will be canceled, and
 - 15 b. the Company and Association will seek agreement on a suitable replacement for this
16 commuting policy.

17 Y. Miscellaneous, PBS Pay and Scheduling Examples

- 18 1. Daily rates for absences used in the examples below:
 - 19 a. Vacation: 4:00 (4:15 for 2024-2025 vacation year, 4:35 for 2025-2026 vacation year)
20 pay, no credit (see **Section 7 G. 1.**)
 - 21 b. CQ Training: 4:15 (5:00 for 2024) pay, no credit (see **Section 11 B. 2. a. and b.**).
 - 22 c. Qualification training: 3:05 per day of training, pay and credit (see **Section 11 B. 1.**
23 **a. and b.**)
 - 24 d. Unpaid leave of absence: pro rata portion of the ALV (for line construction purposes
25 only) (see **Section 13 J.**)
- 26 2. When a regular pilot is scheduled for a known period of absence in the upcoming bid
27 period, their line is built within their LCW, including the value of the absence. Assume a
28 30-day bid period, with ALV = 75:00 and LCW = 65:00 to 85:00 in the following
29 examples.
 - 30 a. Example 1 – Pilot is scheduled for seven days of vacation (2023-2024 vacation year).
31 Result:
 - 32 1) The value of the pilot's vacation is $7 \times 4:00 = 28:00$
 - 33 2) Pilot is awarded a line with a value between 65:00 and 85:00 (including the value
34 of their vacation).
 - 35 3) Pilot receives pay and credit for rotations flown and pay, no credit for the value of
36 their vacation.
 - 37 b. Example 2 – Pilot is scheduled for four days of CQ training (2024).
38 Results:
 - 39 1) The value of the CQ training is $4 \times 5:00 = 20:00$.
 - 40 2) Pilot is awarded a line with a value between 65:00 and 85:00 (including the value
41 of the CQ).
 - 42 3) Pilot receives pay and credit for rotations flown and pay, no credit for the value of
43 their CQ training.
 - 44 c. Example 3 – Pilot is scheduled for 16 days of qualification training.
45
46

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- 1 Results:
- 2 1) The value of the qualification training is $16 \times 3:05 = 49:20$.
- 3 2) Pilot is awarded a line with a value between 65:00 and 85:00 (including the value
- 4 of the qualification training).
- 5 3) Pilot receives pay and credit for rotations flown prior to their training, their
- 6 qualification training and the greater of the value of rotations awarded subsequent
- 7 to their scheduled training or OE trips flown.
- 8 d. Example 4 – Pilot is scheduled for ten days of military leave.
- 9 Results:
- 10 1) The value (for line construction purposes only) of the unpaid leave is $10 \times 2:30$
- 11 $(75:00 / 30) = 25:00$.
- 12 2) Pilot is awarded a line with a value between 65:00 and 85:00 (including credit for
- 13 the value of their unpaid leave of absence).
- 14 3) Pilot receives pay and credit for rotations flown.
- 15 3. When a reserve pilot is scheduled for a known period of absence in the upcoming bid
- 16 period, their X-days will be pro-rated for the absence under **Section 12 M. 2**. The pilot's
- 17 reserve guarantee will be reduced by a pro rata portion of the reserve guarantee for each
- 18 day of the absence, and they will be paid the value of the absence in addition to any other
- 19 pay for the bid period.
- 20 Exception: X-days will not be prorated for a period of absence due to CQ training.
- 21 Assume a 30-day bid period, with ALV = 75:00, a projected number of reserve lines less
- 22 than 20% of the number of pilots in the category, and a reserve guarantee of 73:00 hours
- 23 in the examples below.
- 24 a. Example 1 – Pilot has seven days of vacation in the bid period.
- 25 Results:
- 26 1) Pilot receives ten X-days.
- 27 2) Pilot's reserve guarantee is reduced by $1/30^{\text{th}}$ for each day of their vacation $(73:00$
- 28 $- [7 \times 2:26]) = 55:58$ adjusted reserve guarantee for the bid period.
- 29 3) Pilot is paid $7 \times 4:00 = 28:00$ for the vacation in addition to any other pay for the
- 30 bid period.
- 31 b. Example 2 – Pilot is scheduled for four days of CQ training.
- 32 Results:
- 33 1) Pilot receives 13 X-days.
- 34 2) Pilot's reserve guarantee is reduced by $1/30^{\text{th}}$ for each day of their CQ training
- 35 $(73:00 - [4 \times 2:26]) = 63:16$ adjusted reserve guarantee for the bid period.
- 36 3) Pilot is paid $4 \times 5:00(2024) = 20:00$ for the CQ training in addition to any other
- 37 pay for the bid period.
- 38 c. Example 3 – Pilot is scheduled for 16 days of qualification training.
- 39 Results:
- 40 1) Pilot receives six X-days.
- 41 2) Pilot's reserve guarantee is reduced by $1/30^{\text{th}}$ for each day of their qualification
- 42 training $(73:00 - [16 \times 2:26]) = 34:04$ adjusted reserve guarantee for the bid
- 43 period.
- 44 3) Pilot is paid $16 \times 3:05 = 49:20$ for the qualification training in addition to any
- 45 other pay for the bid period.
- 46 d. Example 4 – Pilot is scheduled for ten days of military leave.

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Results:

- 1) Pilot receives nine X-days.
- 2) Pilot’s reserve guarantee is reduced by 1/30th for each day of their military leave
(73:00 – [10 x 2:26]) = 48:40 adjusted reserve guarantee for the bid period.
- 3) Pilot receives no pay for the period of military leave.

Z. ARCOS

1. ARCOS Parameters

- a. ARCOS will contact pilots in batches as follows:

Maximum Number of Pilots that May Be Contacted for Each Rotation*		
	Less than 8 Hours to Scheduled Report	8 or More Hours to Scheduled Report
Normal Hours (0431-2259 base time)	5	3
Quiet Hours (2300-0430 base time)	3	3

*Note one: If multiple rotations are available during a single call-out batch, the maximum number of pilots that may be contacted in such call-out batch will not exceed the number of rotations being offered plus 20.

*Note two: The maximum number of rotations offered will be limited by the number that a pilot can receive via the VRU.

- b. The 15-minute offer window will commence once ARCOS initiates the call sequence to all pilots in the batch (other than pilots who have auto-acknowledged under **Section 23 Z. 1. b. Note one**). If the call from ARCOS fails to connect, the system will attempt to contact that number at least three additional times. A pilot’s willingness to be considered for an award may be submitted via telephone, through the ARCOS application, or any other options ARCOS provides.

Note one: A pilot, at their option, may elect to automatically acknowledge the offer-window notification without the need to take any additional action. A pilot electing to do so will not be contacted by telephone.

Note two: Upon implementation of a single sign-on under **Section 24 X.**, the offer window may be reduced from 15 minutes to 12 minutes.

- c. Upon notification of an award, a pilot will have 12 minutes in which to accept the award of the rotation being offered (“award window”). Acceptance of the award may be submitted either via telephone or through the ARCOS application.

Note one: For a rotation that is scheduled to report 12 or more hours from the time of notification, a pilot, at their option, may elect to automatically acknowledge the

Section 23 - Scheduling

1 award window notification without the need to take any additional action. A pilot
2 who elects to do so will not be contacted by telephone and will be obligated to fly the
3 rotation if awarded.

4 Note two: A pilot's selections in ARCOS under **Section 23 Z. 1. c. Note one**, above,
5 will not affect their DBMS selection to automatically acknowledge such award during
6 a duty, flight training device, and simulator period.

- 7 d. If the number of pilots in a batch exceeds the maximum size under **Section 23 Z. 1.**
8 **a.**, every pilot in the batch who is contacted will receive two hours pay, no credit (in
9 addition to any other form of pay for the bid period).
- 10 e. The current offer and/or award call out may be stopped prior to the end of the 12-
11 minute award window. In such event, no pilot will receive pay nor will there be any
12 recovery obligation.
- 13 f. If a pilot is awarded a rotation and subsequently removed from that rotation, the pilot
14 will receive pay and credit for such rotation and, if applicable, any recovery
15 obligation will be handled under **Section 23 K.**
- 16 g. A pilot will have the ability to amend their preferences in ARCOS after the offer
17 window but before the award window without affecting that pilot's order amongst the
18 other pilots in the current batch.

19 2. ARCOS Error Resolution

- 20 a. In the event that ARCOS is inoperative or otherwise technologically fails to function
21 properly:
 - 22 1) the Company will promptly notify the MEC Scheduling Committee Chairman,
23 and
 - 24 2) the rules concerning the notification and awarding of open time under **Section 23**
25 **Z.** will continue to apply.

26 3. ARCOS Working Group (AWG)

- 27 a. The ARCOS Working Group (AWG) will be comprised of the Managing Director of
28 Crew Resources, the MEC Scheduling Committee Chairman, two Company
29 representatives and two ALPA representatives.
30 Note: Additional Company and/or pilot representatives may be added to the AWG as
31 necessary by the mutual consent of the Managing Director of Crew Resources and the
32 MEC Scheduling Committee Chairman.
- 33 b. The AWG will be responsible for oversight and administration of ARCOS.
 - 34 1) Batch size may be modified by mutual agreement with AWG.
 - 35 2) AWG will determine minimum VRU parameters by mutual agreement.

36 Note: AWG will meet and agree on maximum rotation offer parameters via VRU
37 prior to batch size modification.
- 38 c. The AWG will have regular and timely access to the ARCOS vendor, ARCOS
39 servers and communications between Delta and the vendor that are necessary to
40 oversee and administer ARCOS.
- 41 d. The AWG will meet and confer at least semi-annually to ensure administration of
42 ARCOS consistent with **Section 23 Z.**
- 43 e. The AWG will be given advance notice (consistent with current PBS practice) of any
44 changes to ARCOS specifications that are not covered under **Section 23 Z.** Any such
45 modification will not be implemented until it has been tested to the satisfaction of the
46 AWG.

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- 1 f. The ARCOS vendor will not be changed without the consent of the AWG. In
2 conjunction with the selection of a new vendor, **Section 23 Z.** will be modified as
3 necessary to incorporate all aspects of the new system.
- 4 g. The Association will not be liable for flight pay and benefit override reimbursement
5 to the Company under **Section 24 J. 3.** for the pilot members of the AWG for any
6 meetings between the parties and testing required when changes to ARCOS are made
7 pursuant to **Section 23 Z.**

8 9 AA. Standby Rotations

- 10
11 1. Standby rotations will be constructed as follows:
 - 12 a. With no more than three short call periods for narrowbody positions.
 - 13 b. With no more than four short call periods for widebody positions.
 - 14 c. Three, four or five days in length for narrowbody positions.
 - 15 d. Three, four, five, or six days in length for widebody positions.
 - 16 e. The first day of a standby rotation will contain a deadhead only duty period.
 - 17 f. The last day of a standby rotation will contain a deadhead only duty period.
 - 18 g. Each short call period will be limited to 9 hours.
 - 19 h. Reserve availability periods must be at a base with the same position as the pilot's,
20 other than the pilot's own base.
- 21 2. Standby rotations may only be constructed and awarded provided the base (or co-
22 terminal) where the pilot sits the short call period is subject to the conditions under
23 **Section 23 K. 1. d. Note two.**
- 24 3. Standby rotations will be published in open time, and may be awarded to regular and
25 reserve pilots (WS/GS for regular pilots, YS//GS for reserve pilots). Awarding of open
26 standby rotations will be by proffer only via **Section 23 N.** and **O.**
- 27 4. Standby rotations – Pay Treatment
 - 28 a. A regular pilot awarded a standby rotation will receive pay and credit under **Section**
29 **12 L.**
 - 30 b. A reserve pilots awarded a standby rotation via YS will receive pay and credit under
31 **Section 12 L.**
 - 32 c. Standby rotations awarded via GS/GSWC will receive pay, no credit under **Section**
33 **23 U.** for regular or reserve pilots as appropriate.
 - 34 d. A reserve pilot awarded a standby rotation via GS on an X-day will be eligible for
35 additional day(s) off under **Section 23 S. 11.**
- 36 5. A pilot awarded a standby rotation will:
 - 37 a. be eligible for an off-rotation deadhead(s) on the first and last day.
 - 38 b. must be promptly available for contact by the Company during their short call
39 period(s) until the earlier of the end of their short call period, or their departure to
40 report for awarded/assigned flying.
 - 41 c. must be able to promptly report for awarded/assigned flying, and will not be assigned
42 flying without an attempted contact by the Company.
 - 43 d. be released once the final short call obligation is completed.
 - 44 e. be entitled to per diem for the entire rotation as well as lodging under **Section 5 E.** at
45 the location of the short call periods.

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1 Note: Lodging for the short call periods may be located at the “short” layover
2 location.

3 6. A pilot assigned flying while on a standby rotation will be eligible for pay under **Section**
4 **23 L.** if rerouted after initial flying is assigned to the rotation.

5 7. A pilot on a standby rotation may be assigned flying consisting of a flying leg on the last
6 day which returns the pilot to their base, if assigned during a short call period.

7 8 BB. Jetway Trades

9
10 The Company and the Association will establish a Jetway Trades Working Group to develop
11 by mutual agreement the parameters and pay/credit consistent with the SOT framework.

12 13 CC. Remote Sign-in

14
15 A pilot may sign-in remotely up to 24 hours prior to, but no later than, required report time.

16 17 DD. Silver Slip (SS)

18
19 1. The Company may designate rotations in open time as “premium rotations.” Such
20 rotations will be awarded via PCS as a SS. If such rotation is not awarded via PCS (not to
21 include rotations removed for Company convenience) or if the Company has removed the
22 premium designation prior to the rotation being awarded, it will
23 a. no longer be considered a designated premium rotation, and
24 b. remain in open time.

25 2. A pilot awarded such premium rotation will receive pay/credit under **Section 23 U. 8.**

26 3. A regular pilot may submit a SS via DBMS for such designated premium rotations in
27 category, in the current or next bid period, if the pilot will be in the category of the open
28 time on the day it originates.

29 4. A SS may stipulate specific rotations and/or specific dates, in order of preference and
30 may also include any of the stipulations set forth in the PCS template.

31 5. Silver slips will be processed under **Section 23 E.** subject to the following:

32 a. Silver slips for beyond second day open time will be processed during each PCS run.
33 A rotation award will be placed on a pilot’s schedule. (See **Section 23 E.**)

34 b. A pilot will not be awarded a silver slip for open time within 96 hours of report that
35 includes special airport/route qualifications for which they are not qualified unless, at
36 the time of the award, the rotation has already been awarded/assigned to another
37 qualified pilot whose presence either qualifies or will qualify the pilot into the special
38 airport or on the route.

39 Exception: A Captain whose request for a theater qualification remains unfulfilled
40 pursuant to **Sections 11 J. 2. e.** or **J. 5. d.** will not be denied such silver slip.

41 c. A pilot will not be awarded a silver slip for a rotation that originates in the current bid
42 period that would create an FAR and/or PWA conflict with a rotation previously
43 awarded/assigned in the current bid period, (i.e., no loop-back to undo a previously
44 awarded/assigned rotation).

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- 1 d. A pilot will not be awarded a silver slip if the rotation is within 30 minutes of creating
2 an FAR conflict on the pilot's line including a rotation(s) that the pilot missed or will
3 miss due to sick leave.
- 4 6. A silver slip will remain active for processing until:
5 a. the stipulations in the silver slip have been met,
6 b. the time frame specified by the pilot expires, or
7 c. the pilot withdraws the silver slip.
- 8 7. A pilot will not be awarded a silver slip if:
9 a. the credit of the rotation would cause their projection to exceed, or further exceed, the
10 ALV plus 15 hours,
11 Exception: A pilot in a category with a limited mix of rotations, in which the lower
12 limit of the LCW has been reduced (and noted in the bid package as the reduced
13 LCW lower limit), may be awarded a silver slip that would cause their projection to
14 exceed the ALV by the number of hours (as published in the bid package) mutually
15 agreed to by the Director – Crew Resources and the MEC Scheduling Committee
16 Chairman.
17 b. the block time of the rotation would cause their total projected block time for the bid
18 period to exceed, or further exceed, their block hour limit,
19 c. the pilot is a low-time Captain and the rotation was previously awarded to a low-time
20 First Officer,
21 d. the pilot is a low-time First Officer and the rotation was previously awarded to a low-
22 time Captain,
23 e. the pilot has not completed OE,
24 f. the rotation creates a rotation overlap and/or is within 30 minutes of creating an FAR
25 and/or PWA conflict,
26 Exception one: This 30-minute limitation does not apply to the pilot's block hour
27 limit (see **Section 12 B.**).
28 Exception two: A pilot may be awarded a silver slip in the current bid period that
29 will create an FAR and/or PWA conflict with a rotation in the next bid period. The
30 conflicting rotation in the next bid period will be removed from the pilot's line. The
31 pilot's projection/line guarantee will be reduced by the credit of the removed rotation.
32 g. the open time includes a day on which IVD or APD appears on their schedule or a
33 reserve day on which PD appears on their schedule,
34 h. the rotation does not conform with their stipulations entered under **Section 23 DD. 4.**,
35 or
36 i. the open time is scheduled to operate during a period(s) of their absence due to sick
37 leave.
- 38 8. A regular pilot who is awarded a silver slip in a PCS run (beyond second-day rotation):
39 a. will not be notified of such award by Crew Scheduling, and
40 b. is obligated to fly the rotation whether or not they acknowledge the award.
- 41 9. Crew Scheduling may correct errors and omissions in a:
42 a. pre-bid period silver slip award(s) within 72 hours of the PCS run in which the error
43 or omission occurred.
44 b. current bid period beyond second day silver slip award(s) before the PCS run
45 immediately following the award.

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- 1 10. A pilot who is not awarded a rotation because of an error or omission by Crew
2 Scheduling will receive pay and credit for no less than the rotation they should have been
3 awarded (made whole).
- 4 11. A pilot will not be paid or credited for a rotation that is removed from their line under
5 **Section 23 DD. 8.** If there was another rotation that the pilot would have been awarded
6 in the absence of the error or omission, the pilot will:
7 a. be awarded such rotation (without proffer), or
8 b. receive pay and credit for no less than the rotation they should have been awarded
9 (made whole).
- 10
11 EE. Voluntary Airport Standby (VAS) Period
12
13 1. A VAS period may be awarded by proffer only to a regular or a reserve pilot. VAS
14 periods may not be assigned under any circumstances.
- 15 2. A VAS period is a period of availability in which a pilot will remain on the airport
16 premises for a period of up to six hours (the standby window), during which they may be
17 required to depart immediately on flying assigned under **Section 23 O.** A pilot released
18 prior to completion of the VAS period will receive credit for the entire VAS period.
- 19 3. VAS periods may be published in the bid package and/or placed in open time and
20 awarded through PBS or PCS (**Section 23 E.**). VAS periods remaining in open time may
21 be proffered through **Section 23 N.** or **O.** trip coverage.
- 22 4. VAS periods may be awarded under RS (**Section 23 J.**), WS **Section 23 P.**), YS (**Section**
23 **23 T.**), SS (**Section 23 DD.**) or GS (**Section 23 Q.**).
- 24 5. If awarded via RS, the value of the VAS period will be ADG, to be credited towards
25 satisfaction of the requirement under **Section 23 J. 8. b.**
- 26 6. Flying during a VAS:
27 a. must originate from uncovered flight segment(s) which are not in open time and that
28 are caused by IROPS, or
29 b. may be assigned under **Section 23 O. 18.**
- 30 7. Flying which is assigned during a VAS period must be scheduled to depart within the
31 standby window.
- 32 8. A pilot assigned flying during a VAS period will be released upon transiting their base or
33 the second calendar day, whichever occurs first.
- 34 9. A reserve pilot will be credited one short call period under **Section 23 S. 2. c.** for each
35 VAS period
- 36 10. A pilot awarded a VAS period will receive pay in accordance with **Section 23 U. 11.**
- 37 11. For line construction purposes, a VAS period awarded during PBS will have a value of
38 one ADG, pay and credit on a regular line, and paid as defined under **Section 23 U. 11.**
39

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 their 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 the pilot.

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.
- 31 3. The recommendations of the MEC Jumpseat Committee will be considered in the
32 Company's establishment of jumpseat rules and procedures.
- 33 4. All "Jumpseat Flow Back" programs in place on October 30, 2008 will be maintained by
34 the Company as long as they continue to be reciprocal.
- 35 5. The Company will implement and maintain a Cockpit Access Security System (CASS).
- 36 6. On a flight on which a flight attendant jumpseat will not be occupied by a Delta flight
37 attendant (working or not), a pilot may occupy that jumpseat if no other seats are
38 available onboard the aircraft.
- 39 7. A jumpseating Delta pilot may, with the PIC's approval, occupy the onboard rest facility
40 on an unaugmented flight. Seats in the crew rest facility will not be counted towards the
41 number of jumpseats available on the aircraft.

42
43 E. Changes in Uniforms

- 44
45 1. The Company will:

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- 1 a. consider the recommendations of the MEC Chairman or their designee before making
- 2 any change in the style, color, or material of uniforms.
- 3 b. bear the replacement cost of all new uniform items if any changes are made to the
- 4 uniform.
- 5 2. Any such change will not become effective until six months after notification to the
- 6 pilots.

7

8 F. Copies of Agreement

9

10 The Company will make a printed copy of this PWA available to each pilot within 90 days
11 after its date of signing and to each entry level pilot at the time such pilot is employed. An
12 electronic copy, in lieu of a printed copy, may be provided at pilot request. The Company
13 will publish and maintain the PWA on the Flight Operations website within 90 days after its
14 date of signing.

15

16 G. Company Identification Card

17

18 The Company will issue a pilot a Company identification card.

19

20 H. Notification of Changes to Flight Pay or Flight Time

21

22 The Company will provide email notification via the email address on file in DBMS to a
23 pilot whose flight times have been updated post-flight by a means other than ACARS.

24

25 I. Denial of Pay or Expenses

26

27 A pilot will be notified of the reason whenever the Company denies any item of pay or
28 expenses.

29

30 J. Association Business

31

- 32 1. A pilot may request to drop a rotation, a reserve on-call day or an SLI duty period to
33 conduct Association business when authorized by the MEC Chairman or their designee.
34 The Association will notify Crew Scheduling at the earliest opportunity of the pilot's
35 request. Such request will be granted unless doing so would cause a flight not to operate
36 or a training event not to be accomplished.
- 37 2. The Company will:
 - 38 a. pay a pilot for financial loss incurred while on authorized Association business as if
 - 39 such pilot had remained on regular duty with the Company, and
 - 40 b. reimburse expenses associated with authorized Association business as mutually
 - 41 agreed by the Company and the Association.
- 42 3. Payments made under **Section 24 J. 2.** plus a 35.75% benefit/salary related expense
43 override will be reimbursed to the Company by the Association.
44 Exception: The Association will not be liable for flight pay and benefit override
45 reimbursement to the Company for payments made to the following elected and

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- 1 appointed officials of the Delta Master Executive Council when conducting Association
2 business related to the Company:
- 3 a. Chairman
 - 4 b. Vice Chairman
 - 5 c. Executive Administrator
 - 6 d. Secretary
 - 7 e. Treasurer
 - 8 f. Association-appointed member of the Company's Board of Directors
 - 9 g. MEC members excluding LEC non-voting Secretary/Treasurers
 - 10 h. Central Air Safety Chairman
 - 11 i. Scheduling Committee Chairman
 - 12 j. Retirement & Insurance Committee Chairman
 - 13 k. Hotel Committee Chairman
 - 14 l. DPAC Committee Chairman
 - 15 m. Negotiating Committee (up to three members)
 - 16 n. Crew Rest Optimization Team members (as provided in **Section 16 C. 4. a.**)
 - 17 o. Pilot members of the Flight Operations Quality Assurance (FOQA) monitoring
18 team while participating on the FOQA monitoring team
 - 19 p. Pilot members of the IFOT while participating in IFOT duties
 - 20 q. Pilot members of the ERC while performing ASAP duties
 - 21 r. Pilot members of the FRMT while performing FRMT duties
 - 22 s. Other pilots as mutually agreed by the Company and the Association
 - 23 t. One of the pilot members of the FRB while performing FRB duties
 - 24 u. Pilot members of the PBS Working Group while performing their duties
 - 25 v. Two pilot members of the ARCOS Working Group while performing their duties
26 under **Section 23 Z. 3.**
- 27 4. The Company and Association will agree upon a method and procedure for compliance
28 with **Section 24 J. 2.** and **3.**
- 29 5. The Association will reimburse the Company for the amount of premium pay that results
30 from an open time assignment (i.e., green slip, green slip with conflict, inverse
31 assignment, inverse assignment with conflict) that covered:
- 32 a. a rotation that a pilot dropped under **Section 24 J. 1.**,
 - 33 b. one other rotation that originated on the same day as a rotation that a pilot dropped
34 under **Section 24 J. 1.**, or
 - 35 c. one rotation that originated and released during each period of consecutive reserve
36 on-call days that a pilot dropped under **Section 24 J. 1.**
- 37 Note: **Section 24 J. 5.** will not apply to:
- 38 a. ALPA FOQA monitoring team members, ALPA ERC members, or ALPA IFOT
39 members.
 - 40 b. Pilots under **Section 24 J. 3. Exception s.**, as mutually agreed by the Company and
41 the Association.
- 42 6. A rotation that a pilot dropped under **Section 24 J. 1.** that is awarded to another pilot via
43 a white slip or swap, and subsequently returned to open time for a reason other than an
44 ALPA drop, will not be subject to reimbursement to the Company under **Section 24 J. 5.**
- 45 7. Positive space coach on-line transportation (including DCI) will be provided to a pilot
46 engaged in approved Association business that is certified by the MEC Chairman.

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- 1 a. The following pilots are eligible for such positive space coach on-line transportation:
- 2 1) a pilot serving ALPA in a national capacity as:
- 3 a) President, First Vice President, Vice President – Administration/Secretary,
- 4 Vice President – Finance/Treasurer or Executive Administrator, or
- 5 b) Executive Vice President.
- 6 2) an LEC:
- 7 a) Chairman
- 8 b) Vice Chairman
- 9 c) Secretary/Treasurer
- 10 3) the MEC:
- 11 a) Chairman
- 12 b) Vice Chairman
- 13 c) Executive Administrator
- 14 d) Secretary
- 15 e) Treasurer
- 16 f) Association-appointed member of the Company’s Board of Directors
- 17 g) Negotiating Committee Members
- 18 h) System Board Members
- 19 i) Air Safety Representatives
- 20 j) Merger Representatives
- 21 k) Scheduling Committee Members
- 22 l) Hotel Committee Members
- 23 m) Jumpseat Committee Chairman
- 24 n) Scope Compliance & Analysis Committee Chairman
- 25 o) Professional Standards Committee Chairman
- 26 p) Aeromedical Committee Chairman
- 27 q) Communications Committee Chairman
- 28 r) Membership Committee Chairman
- 29 s) Aviation Security Committee Chairman
- 30 t) SPC Chairman
- 31 u) DPAC Chairman
- 32 v) International Flying Committee Chairman
- 33 w) Information Technology Committee Chairman
- 34 x) Investor Relations Committee Chairman
- 35 y) Retirement and Insurance Committee Chairman
- 36 z) Training Committee Chairman
- 37 aa) Strategic Planning Committee Chairman
- 38 bb) Legislative Affairs Committee Chairman
- 39 cc) PAN Chairman
- 40 dd) Contract Administration Committee Members
- 41 ee) FRMT Members
- 42 ff) FRB Members
- 43 gg) PBS Working Group Members
- 44 hh) ARCOS Working Group Members
- 45 b. The Senior Vice President – Flight Operations or their designee may authorize first or
- 46 business class transportation for approved Association business.

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- 1 c. The MEC Chairman will provide a standing positive space authorization list to Crew
2 Scheduling. This list will be updated monthly and:
 - 3 1) contain the names of all pilots specified in **Section 24 J. 7. a.**, and
 - 4 2) be kept on file with Crew Scheduling.
- 5 d. A pilot who is not on the standing positive space authorization list, but is required to
6 travel occasionally on ALPA business, may be placed on a temporary positive space
7 authorization list by the MEC Chairman. This list will be provided to Crew
8 Scheduling and updated monthly.
- 9 e. A pilot on the standing or temporary positive space authorization list may reserve an
10 available seat by listing for Company Business travel thru TravelNet no earlier than
11 seven days prior to the date of travel.
- 12 f. In the event of an overbooked situation at departure time, unless the ALPA business
13 is critical, the member should release their seat and rebook on an alternative flight.
- 14 8. An LEC Chairman, Vice Chairman, and Secretary/Treasurer may drop a rotation or
15 reschedule reserve X-day(s) in order to conduct a monthly council meeting. If such LEC
16 Officers are regular pilots, they will be given first priority to white slip open time (by
17 telephoning Crew Scheduling) during that bid period to recover such dropped rotations.
- 18 9. The Association Board of Directors Member, MEC Chairman, Vice Chairman, Secretary,
19 Treasurer, Executive Administrator, and three MEC Negotiating Committee members
20 (“designated pilots”) will be paid as follows:
 - 21 a. a designated pilot who chooses to be removed from their category under **Section 24 J.**
22 **11. a. 1)** and **b.** will be paid to the ALV plus 5 hours, not to exceed 82 hours, at the
23 rate of pay for the highest position their seniority permits the pilot to hold.
 - 24 b. a designated pilot who chooses to remain in their category under **Section 24 J. 11. a.**
25 **2)** will be paid at the rate of pay of the highest position their seniority permits the
26 pilot to hold. This rate will be applied to the hours shown on their line at the
27 completion of the bid period.
- 28 10. Procedures for designated pilots to maintain currency:
 - 29 a. A designated pilot who remains in their category will maintain qualification for their
30 position by:
 - 31 1) flying; or
 - 32 2) performing duties in a flight simulator.
 - 33 b. Upon request, a designated pilot maintaining qualification for their position under
34 **Section 24 J. 10. a. 1)** may fly a rotation(s) on an LCP’s schedule on which no
35 operating experience or line check function has been scheduled.
- 36 11. Options for designated pilots to be removed from a category:
 - 37 a. At the onset of each term of ALPA office, a designated pilot must choose to:
 - 38 1) be removed from their category, or
 - 39 2) remain in their category.
 - 40 b. A designated pilot who initially chose to remain in their category may choose
41 thereafter to be removed from such category for the duration of the absence. Such
42 pilot will return to the line under **Section 24 J. 12.**
 - 43 c. A designated pilot who elected to be removed from their category will continue to
44 accrue vacation under **Section 7 B.** and will be paid unused earned vacation under
45 **Section 7 G. 3.** Such hours paid, together with the benefits override, will be
46 reimbursed to the Company by the Association.

- 1 12. Designated pilots return to duty
2 a. A designated pilot who was removed from their category:
3 1) will return to the category the pilot held at the beginning of their leave,
4 Exception: If a pilot senior to the designated pilot was involuntarily displaced
5 from that category during their leave, or the category no longer exists, the
6 designated pilot will transfer to the category of the pilot's choice that their
7 seniority permits the pilot to hold.
8 or
9 2) will transfer to a category in which there has been an AE awarded during their
10 leave and that their seniority permits the pilot to hold,
11 Note: Upon such transfer the designated pilot will incur a category freeze under
12 **Section 22 G.**
13 and
14 3) if they are an upgrading pilot who desires to re-acclimate to line operations as a
15 domestic category First Officer, will be permitted to return under **Section 24 J.**
16 **12. c.**
17 b. A designated pilot who remained in their category for the entire period of their
18 absence and was awarded an AE during such absence:
19 1) will be converted into the category of their AE in seniority order, but their
20 conversion will be held in abeyance pending the commencement of their training
21 for such category, and
22 2) may:
23 a) be converted and commence training for their new category in the bid period
24 of their return, or
25 b) remain in their former category for up to six bid periods (with pay at the rates
26 applicable to such category) and be converted and commence training for their
27 new category in the seventh bid period.
28 Exception: At the pilot's request, and with the Company's concurrence, the
29 pilot will be converted and commence training earlier than the seventh bid
30 period if a training slot is available.
31 c. An upgrading pilot who was removed from their category may:
32 1) designate a domestic First Officer category to which the pilot desires to return for
33 the purpose of re-acclimating to line operations. Such category will:
34 a) be a category their seniority permits the pilot to hold, and
35 b) include equipment requiring the same or common type rating as required in
36 the category of their AE award under **Section 24 J. 12. a. 2).**
37 Exception: If the upgrading pilot was awarded an AE for a category requiring
38 a type rating, such pilot may designate any domestic First Officer category
39 their seniority permits the pilot to hold.
40 2) be converted and enter training for their designated First Officer category in the
41 first bid period of their return,
42 3) hold their designated First Officer category for a period of up to six bid periods
43 after completion of training,
44 Note: During this period, the pilot will be paid at the rates applicable to their
45 designated First Officer category.

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1 4) be converted and enter training in their upgrade category in the seventh bid period
2 of their return, and

3 Exception: At the pilot's request, and with the Company's concurrence, the pilot
4 will be converted and commence training earlier than the seventh bid period of
5 their return if a training slot is available.

6 5) be provided a full training course in their upgrade category if the pilot requests. If
7 not, the pilot will be provided the required training course.

8 Note: "Upgrading pilot" for purposes of **Section 24 J. 12.** means a designated pilot who
9 begins an absence due to Association business as a First Officer, and returns with
10 sufficient seniority to hold a position that would allow the pilot to obtain their
11 initial type rating or initial Captain position at the Company.

12 13. Known Association Business Procedure

13 a. A pilot may be scheduled for known Association business prior to initial line awards
14 consistent with this provision. Prior to the opening of line bidding for a bid period,
15 the Association will provide Crew Scheduling with the known Association business
16 in such bid period for which it desires a pilot to be scheduled, along with the values
17 associated with such absences.

18 b. A pilot who is scheduled for known Association business will receive pay and credit
19 for the value of such Association business as determined under **Section 24 J. 13. a.**

20 c. A day of scheduled known Association business will not be subject to reimbursement
21 under **Section 24 J. 5.**

22
23 K. Roster of Pilots' Earnings

24
25 Prior to March 1st each year, the Company will furnish the Association a roster of pilots'
26 earnings for the previous calendar year, for the purpose of aiding the Association in
27 determining members' annual dues. The names listed on the roster shall be limited to pilots
28 who received earnings under the provisions of the PWA during the previous calendar year.
29 A pilot's earnings, as listed on the roster, will be the earnings reported on their W-2 form for
30 Federal income tax purposes.

31
32 L. Free and Reduced Rate Transportation

33
34 1. Free and reduced rate transportation privileges granted by Company policy to non-
35 contract personnel now or in the future, will be extended to pilots.

36 2. There will be no substantial reduction in on-line transportation privileges as a whole, for
37 pilots during the term of this PWA.

38 Note: The Company may charge a yearly pass usage fee that will be the same charge as for
39 other employees, but will not exceed \$50 per year per primary pass rider.

40
41 M. ALPA Committees

42
43 1. The MEC Central Air Safety Committee will have the right to meet with the Company
44 concerning safety and operational matters.

45 2. The MEC Information Technology Committee will have the right to meet with the
46 Company concerning technological and operational matters.

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- 1 3. Any other MEC committee will have the right to meet with their Company counterpart
2 (Flight Operations and Corporate department(s), as applicable) concerning matters within
3 the scope of such committee.

4 Note: Prior to establishing initial contact, advance notice will be given to Flight
5 Operations.
6

7 N. Direct Paycheck Deposit
8

9 A pilot may direct the Company to electronically deposit their paychecks directly in the
10 domestic financial institution of the pilot's choice capable of processing such a deposit.
11

12 O. Recording Devices and Pilot Performance Data Protection
13

- 14 1. The Company has no plans to utilize any recording system or device currently aboard the
15 aircraft or to be added to its aircraft for any purpose other than the maintenance and
16 accident investigation purposes for which such equipment is intended.
17 2. If installation of any recording system or device is required which might be used for a
18 purpose other than that stated herein, the Delta MEC Chairman will be advised and
19 conferences will be scheduled within 90 days.
20 3. Pilot Performance Data will:
21 a. not be used against a pilot in any manner in a disciplinary case.
22 b. not be the basis for contact nor the subject of discussion with a pilot.
23 Exception: A pilot may be contacted about such pilot performance data by a
24 designated ALPA safety representative (e.g., FOQA Gatekeeper) or as delineated for
25 FOQA data in *LOA #7, LOA #15-01* and/or the parties' FOQA I&O Plan.
26 c. be de-identified if shared outside of Delta's safety or maintenance departments (or
27 successors thereto), or subject to a non-disclosure agreement if provided to a third-
28 party vendor.
29 4. The Company will give notice to the MEC Chairman prior to responding to litigation
30 discovery seeking recording device information.
31 5. Unless mandated by law:
32 a. there will be no video recordings in the cockpit.
33 b. the Company will not install recording devices not currently on the aircraft for the
34 sole purpose of monitoring pilot performance.
35 c. new aircraft will not be equipped with recording devices, not currently in the fleet, for
36 the sole purpose of monitoring pilot performance.
37

38 P. ALPA Access to Pilot Mailboxes and Company-Provided Electronic Tablet Device Folder
39

- 40 1. If pilot mailboxes exist, the Association retains the right to use such mailboxes for ALPA
41 communications consistent with established past practice.
42 2. The Company will provide ALPA access via each pilot's Company-provided electronic
43 tablet device to a folder for the distribution of ALPA communications. All ALPA
44 communications will:
45 a. Originate solely from ALPA via the MEC Communications Committee Chairman.

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- 1 b. Be available to the pilot for viewing via the dedicated folder on their Company-
2 provided electronic tablet device for a minimum of 120 days.

3 Exception: The following documents, as amended, will be retained indefinitely in the
4 ALPA communications folder:

- 5 1) Scheduling Reference Handbook
6 2) FAR 117 QRG
7 3) Live PWA
8 4) PBS Gouge
9 5) CQ Bidding Guide
10 6) iCrew Basic Users Guide
11 7) PBS Holiday Bidding Suggestions
12 8) R&I Handbook
13 9) Security Handbook
14 10) ALPA Contact Directory
15 11) Other individual documents as mutually agreed by the MEC Communications
16 Committee Chairman and the Company.

17 Note: To the extent any of the above documents are posted by the Company in the
18 Mobile Device Manager (“MDM”), it is not necessary they be retained in the ALPA
19 communications folder.

- 20 c. Be posted to the folder as soon as possible but no later than 2 business days after the
21 Company receives the document.

22 Note: The Association’s right to use such folder for ALPA communications will be
23 consistent with the established past practice with respect to pilot mailboxes.

- 24 3. Prior to the Company discontinuing or replacing any Company-provided electronic tablet
25 device(s) with a device that does not have the capability of providing an ALPA
26 communication folder or making the use of such tablet device(s) optional, the Company
27 will provide the Association suitable alternative means of electronic communication that
28 are consistent with the electronic communication methods the Company utilizes to
29 communicate with pilots and which would allow ALPA to electronically communicate
30 with pilots.
31 4. The Company will provide ALPA with a location in each pilot crew lounge from which a
32 pilot may retrieve ALPA communications for distribution consistent with past practice.
33

34 Q. Drug and Alcohol Screening
35

- 36 1. A pilot will not be subject to drug or alcohol screening, other than “return to duty” and
37 “follow-up testing,” unless required by law or regulation.
38 Exception: A pilot will be subject to “reasonable cause” drug and alcohol testing in
39 accordance with the following: When reasonable cause exists, based on observable and
40 objective criteria (e.g., articulable observation of the pilot’s appearance, behavior, speech,
41 or body odors) of probable drug or alcohol use by a pilot, a Flight Operations
42 management pilot (Base Flight Operations Manager or above) may direct that the pilot be
43 required to submit to drug and/or alcohol testing. Reasonable cause must be established
44 by direct observation by at least one management official in consultation with another
45 management official who is trained in detecting the indications of drug and alcohol use.
46 Such officials must concur in the decision to recommend that the pilot be tested. Once

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- 1 the determination is made, the testing will be accomplished as soon as practicable. The
2 reason for any delay will be documented. Reports and observations will be documented.
- 3 2. Unless prohibited by law or regulation, in the event that the laboratory conducting the
4 initial testing of a pilot's urine sample reports to the Company's Medical Review Officer
5 (MRO) that the sample has been substituted or adulterated, the pilot will be given the
6 opportunity to:
- 7 a. provide any information they believe is relevant to the MRO, before the MRO makes
8 a final determination as to whether the sample will be reported to the Company and
9 the DOT as substituted or adulterated.
- 10 b. direct that their split sample be sent to a second laboratory for analysis. If the second
11 laboratory does not confirm that the sample is substituted or adulterated, the initial
12 test results will be disregarded and no action will be taken against the pilot.
- 13 3. Drug and alcohol testing screening methodology will comply with DOT regulations.
- 14 4. No blood screening or other invasive tests (i.e., a procedure that includes piercing of the
15 skin, or insertion of an instrument into a body cavity) unless required by law or
16 regulation.
- 17 5. A pilot will be supplied with the laboratory report concerning their positive test as soon
18 as reasonably possible.
- 19 6. Upon their request, a pilot will be provided information concerning their positive test
20 result including:
- 21 a. the drug/alcohol equipment calibration records pertaining to their test.
22 b. the quality control data pertaining to their test.
23 c. the actual test results.
- 24 7. The Company will give the Association 90 days' notice of any proposed material change
25 to any drug or alcohol testing program, unless the change is mandated by law or
26 regulation to occur sooner than 90 days.
- 27 8. The Director – Health Services and the ALPA Aeromedical Advisor will jointly agree
28 upon an independent laboratory inspector, to be contracted at Company expense, to
29 inspect any laboratory utilized by the Company for drug and/or alcohol testing. The
30 ALPA Aeromedical Director will be given access to:
- 31 a. such independent laboratory inspector.
32 b. the HHS designated "responsible person" for any laboratory used by the Company for
33 drug screening.
34 c. current National Laboratory Certification Program (NLCP) certification
35 documentation for such laboratory.
- 36 9. The Company will provide ALPA with statistical information contained in the
37 Company's required annual report to the FAA on the number of pilot:
- 38 a. negative tests.
39 b. positive tests.
40 c. refusals to test.
- 41 10. Due consideration will be given to the recommendations of the ALPA Aeromedical
42 Director in the selection and retention of the Company's MRO.
- 43 11. A pilot's duty period will include the time required to undergo drug or alcohol testing or
44 screening.
45
46

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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 Resources will be notified at the beginning of the
- 12 call that a recording of the communication is being created. This notification may be
- 13 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, 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 Company representative on
- 22 the call.

23 S. Parking

- 24
- 25
- 26 1. The Company will provide free parking while a pilot is on duty, for one vehicle at one
- 27 pilot or Company flight attendant base, of the pilot's choice.
- 28 2. A pilot who does not live within an 80 straight-line statute mile radius of a pilot or flight
- 29 attendant base that offers parking may submit for reimbursement up to \$400 annually for
- 30 parking at an alternate airport location in addition to the pilot's base parking under
- 31 ***Section 24 S. 1.***

32 Note: Reimbursement must be submitted through the electronic expense form.

33 T. Association Access to New Hire Pilots

34 The Association will be allowed at least 90 minutes during the Company new hire pilot

35 indoctrination training, at the end of a day (excluding Friday), to address new hire pilots.

36 U. E-mail Address

37 The Company will provide a Company email address for each pilot. Such email address will

38 not be used by the Company for any communication that the pilot is required to acknowledge

39 or for which the pilot will be held accountable for knowing.

40

41

42

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45

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 **Section 24 V**.
- 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

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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, they will be provided an Information
5 Sheet that will describe the nature of the data collection effort, its length and scope, and
6 the procedures and requirements of participation. The Information Sheet will also
7 describe 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 \$213.79 per
11 rotation or \$62.86 per day of the data collection effort in 2023. 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 their schedule through PCS or the Swap Board after such pilot has
18 begun participation such that they no longer have a schedule appropriate for participation
19 in the data collection effort will not receive any payment.
- 20 11. A pilot who, through no fault of their own or under *Section 24 V. 5.*, is unable to
21 complete the data collection effort will be paid for their 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 their 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 or to
43 seek an exemption or alternative means of compliance from the FAA for any operation
44 the Company desires to conduct outside of the FAA regulatory flight and duty time
45 prescriptive limits under an FRMS.

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- 1 17. Upon review, the FRMT will provide its recommendations to the Senior Vice President-
2 Flight Operations.
- 3 18. The Company will review the final version of the regulatory submission with the FRMT
4 prior to filing with the FAA and the submission will be consistent with the originally
5 stated purpose of the data collection effort previously approved by the FRMT.
 - 6 a. The FRMT will review each proposed request and/or submission, provide its
7 recommendation to the Senior Vice President – Flight Operations, and review the
8 final version of the request or submission prior to filing with the FAA.
 - 9 b. The Company will review with the FRMT the outcome(s) of each substantial
10 conversation with representatives of the FAA regarding the pursuit of an FRMS.
11

12 W. Company-Provided Electronic Tablet Devices

- 13
14 1. A Company-provided electronic tablet device will be provided at no cost to the pilot and
15 will:
 - 16 a. include an appropriate protective cover and keyboard,
 - 17 b. contain software, if the software is part of the pre-installed operating system, that
18 enables a pilot to create a personal profile for the pilot's personal use, and
 - 19 c. include a charger and an international adapter to allow for charging in available
20 outlets.
- 21 2. The Company acknowledges and agrees that a pilot's personal profile (if the Company-
22 provided electronic tablet device contains one) and any of the pilot's personal data (e.g.,
23 files, documents, applications, photos, personal communications, audio, video or other
24 media) stored on the tablet device is their own personal property, and such personal data
25 is private and confidential. The Association acknowledges and agrees that information
26 and data provided by the Company through the Mobile Device Manager application,
27 other similar application(s) ("MDM") or other Company-provided software or
28 application is Company property and such data may be monitored, replaced, or deleted by
29 the Company.
- 30 3. Other than as provided in **Section 24 W. 6.**, the Company will not remotely manage a
31 pilot's personal profile of the tablet without the pilot's consent, including:
 - 32 a. collecting data,
 - 33 b. adding or removing accounts and restrictions,
 - 34 c. listing, installing, and managing device apps, and
 - 35 d. remotely erasing data.

36 Note: If a pilot installs an application that corrupts or interferes with any part of the
37 MDM, the pilot may be required to remove the application to resolve the conflict
38 between the MDM and the application.
- 39 4. The tablet software will permit a pilot to erase the entirety of their personal profile at any
40 time. In addition, upon return of the device to the Company, the tablet's entire profile
41 (personal and Company) will be erased and reset.
- 42 5. A pilot will not be liable for a damaged or stolen tablet, except in the case of gross
43 negligence or willful misconduct. A replacement fee may be assessed for a lost tablet,
44 subject to Company policy. The Company will meet and confer with the Association
45 regarding the implementation and any changes to such policy. In no case will such
46 replacement fee be greater than \$200.

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1 6. A pilot will promptly report to the Company that their tablet has been lost or stolen. Only
2 in such event and for the purposes of maintaining the security of Company and personal
3 data, the Company may activate a feature on the device to:

- 4 a. remotely reset and erase all data on the device, and
- 5 b. track the current location of the device.

6 7. A pilot's personal information or data (e.g., files, documents, applications, photos,
7 personal communications, audio, video, or other media) stored on the Company-provided
8 electronic tablet device will not be collected, transmitted, reviewed, retained or used for
9 any purpose nor used against a pilot in any manner in a disciplinary case, other than for
10 failure to maintain and update information provided by the Company through the MDM
11 or other Company-provided software or application, as required by Delta Flight

12 Operations or the FAA.

13 Note: The tablet device or data will not be provided to a third party except as required by
14 law.

15 8. Other than provided in *Section 24 W. 6.* and except as may be required by law, above, the
16 Company will not use the tablet to determine, monitor, or track a pilot's location for any
17 purpose including, but not limited to, disciplinary purposes.

18 Note: Upon the request of either party, the Company and the Association will meet to
19 discuss appropriate changes to the PWA to allow the Company-provided electronic tablet
20 device to be used for determining a pilot's location.

21 9. Upon request of either party, the Company and Association will meet to discuss issues
22 associated with the implementation of any new device.

23 Note: The provisions of *Section 24 W.* will apply to any such new device to the extent
24 possible.

25 X. Electronic Privacy

26 1. A pilot's personal information or data (e.g., files, documents, applications, photos,
27 personal communications, audio, video or other media) stored on their personal electronic
28 device(s) is the pilot's own personal property, and such personal data is private and
29 confidential. Such information or data will not be collected, transmitted, reviewed,
30 retained or used for any purpose, including, but not limited to, disciplinary purposes.
31 2. The Company will not use a pilot's personal electronic device to determine, monitor, or
32 track the pilot's location for any purpose, including but not limited to disciplinary
33 purposes.

34 Exception: If the Company develops a remote sign-in software application that enables a
35 pilot to voluntarily transmit their location via their personal electronic device while
36 remotely signing in and the pilot opts to use the application on their personal electronic
37 device, the Company may use the pilot's location for the sole purpose of confirming the
38 pilot is at or in the vicinity of the report station.

39 Note: Upon the request of either party, the Company and the Association will meet to
40 discuss appropriate changes to the PWA to allow a pilot's personal electronic device to
41 be used for determining a pilot's location.

42 Note: Upon the request of either party, the Company and the Association will meet to
43 discuss appropriate changes to the PWA to allow a pilot's personal electronic device to
44 be used for determining a pilot's location.

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1 Y. ALPA Electronic Bulletin Board (EBB)

- 2
- 3 1. The Company will provide the Association with adequate wall space to mount an EBB in
 - 4 each pilot lounge and other mutually agreeable locations. Such EBB will be in addition to
 - 5 the current bulletin board(s) in each pilot lounge.
 - 6 2. The Association will provide all hardware, e.g., monitor, mounting bracket, wiring, etc.,
 - 7 required to mount and operate each EBB.
 - 8 3. The Company will provide the Association with unrestricted access to the internet and to
 - 9 an appropriate electrical outlet for each EBB.
 - 10 4. The Association will administer content on each EBB.

11

12 Z. Single Sign-On (SSO) for ARCOS, iCrew, DeltaNet and PBS

13

14 The Company will provide access to its corporate information technology functions (e.g.,

15 ARCOS, iCrew, DeltaNet, PBS, and/or their replacement programs) via a common password

16 (i.e., single sign-on).

17 Note: Until the implementation of this provision, a pilot's ARCOS password will not expire

18 for at least 365 days from when it was last reset.

19

20 AA. Fitness Review Board (FRB)

21

22 1. Composition of the FRB

- 23 a. The FRB will be comprised of two members appointed by the Association and two
- 24 members appointed by the Company.
- 25 1) The Company members of the FRB are the Managing Director of Flying
 - 26 Operations and the Manager-Pilot Fatigue Program, or their designees.
 - 27 2) The Association members should come from an established committee and should
 - 28 include a fatigue subject-matter expert (SME) to provide fatigue and regulatory
 - 29 expertise.
- 30 b. The Association will not be liable for flight pay and benefit override reimbursement
- 31 to the Company under **Section 24 J. 3.** for one of the two pilot members of the FRB
- 32 when they are executing their FRB responsibilities.

33 2. Jurisdiction of the FRB

- 34 a. The FRB will determine the pay disposition of a pilot who has concluded they are not
- 35 fit to remain on, or begin, their FDP due to fatigue and has therefore removed
- 36 themselves from duty.
- 37 b. The FRB will not consider cases where the pilot
- 38 1) calls in unfit for reasons other than fatigue (e.g., sickness or personal issues), or
 - 39 2) is unable to extend their FDP beyond its limit under FAR 117 or beyond approved
 - 40 limits under FRMS.

41 3. Fatigue Notification

- 42 a. A pilot who must remove themselves from their FDP because the pilot is not fit for duty
- 43 due to fatigue will
- 44 1) notify the Duty Pilot as soon as possible as the single point of contact for such a
 - 45 circumstance, and

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- 1 2) provide the Duty Pilot with an expected time that the pilot will be rested and
2 ready to report for duty.
- 3 b. The Duty Pilot will ensure that:
- 4 1) Crew Tracking and Crew Accommodations are notified of the pilot's needs,
5 2) the event is flagged for future FRB processing, and
6 3) undue operational pressure is not placed on the pilot.
- 7 c. The pilot will be returned to their original rotation, following the expected time that
8 the pilot declares they will be rested and ready to report for duty, with minimal
9 disruption to the originally scheduled rotation. If it is not possible or practical to
10 return the pilot to their original rotation, the pilot will be released from any further
11 obligation.
- 12 4. Fitness for Duty Report (FFDR)
- 13 a. Within 48 hours of removing themselves from duty due to fatigue, the pilot must submit
14 a "Fitness for Duty Report" (FFDR) to the Company.
15 Exception: If a pilot determines that they are unable to extend their FDP beyond its
16 limit under FAR 117 or beyond approved limits under FRMS, no FFDR or other
17 forms are required to be submitted by the pilot and the pilot will not incur any loss of
18 pay.
- 19 b. If the FFDR contains sufficient information for the FRB to make an informed
20 decision on whether or not to debit a pilot's sick bank, no further contact with the
21 pilot will be required. If the FFDR has insufficient information, an FRB
22 representative(s) will contact the pilot with a request for additional information.
- 23 5. FRB Meetings
- 24 a. An FRB member, or designee, will review all events and prepare a file for each event,
25 which will include the FFDR.
- 26 b. The Company will share all FFDRs submitted and the files of all not fit for duty due
27 to fatigue events with the Association FRB Chairman with enough time for the
28 Association FRB members to review the circumstances of each event prior to the
29 monthly meeting.
- 30 c. The FRB will meet once a month, or more often as the parties jointly deem necessary,
31 to discuss the events for that bid period.
- 32 6. Pay Treatment
- 33 When a pilot is unable to complete any portion of an assigned rotation (or reserve day)
34 due to fatigue, pay for the rotation is guaranteed with no pay loss to the pilot.
35 Exception: If a pilot removes themselves prior to the start of their rotation (i.e., pre-report
36 time) due to being unfit for duty for reasons where the operation was not a contributing
37 factor to the pilot's fatigue, as determined by the FRB, the scheduled block time of the
38 segment(s), or the value of the reserve day(s), missed will be debited from the pilot's sick
39 bank. A reserve pilot's sick bank debit under this provision will be made for each reserve
40 duty missed.
- 41 Note: Any sick hours deducted from a pilot's bank under this provision will be excluded
42 for purposes under **Section 14 F. 3., 14 F. 4. Exception, 14 F. 6. a.** (i.e., sick leave
43 verification lookback).
- 44 7. FRB Decision

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1 In the event that the FRB is unable to reach consensus, the matter will be referred to the
2 MEC Chairman and the Senior Vice President – Flight Operations, or their designees, for
3 final resolution.

4 8. FFDR Usage

- 5 a. A pilot's fatigue history will not be considered by the FRB, or referenced during an
6 FRB meeting, when making a decision on a current case.
7 b. A pilot's FFDR will be de-identified if shared outside of the FRB.
8

9 BB. Medical Privacy and Protections

- 10
11 1. The Company may not require a pilot to undergo any medical procedure(s), other than
12 that which is required by the FAA to maintain a First Class Medical certificate.
13 Exception: This provision does not apply to Delta's new-hire pilot requirements.
14 Note: If a pilot does not meet a governmental travel requirement to operate to an
15 international or domestic destination due to their vaccination status or for other medical
16 reasons, the pilot will be bid restricted or removed from rotations to such destination(s)
17 without pay protection.
18 2. The Company may not require a pilot to disclose any personal medical or protected
19 health information except as expressly required under the PWA or as required by law.
20 3. The Company may not disclose a pilot's personal medical or protected health information
21 to a third-party or government agency without the pilot's explicit written consent unless
22 required under the PWA, for purposes of administering Company benefit plans, or as
23 required by law.
24

1 SECTION 25

2
3 MEDICAL, DENTAL, LIFE INSURANCE, AND OTHER BENEFITS4
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 January 1, 2011, as amended. A reference in the PWA to the D&S
32 Plan will exclude the NWA LTD Plan unless such reference in the PWA states otherwise.
- 33 5. "Delta Health Plan" means the non-collectively bargained medical and dental plan
34 offered to flight attendants and ground employees and to retirees until age 65 (including
35 HMOs, if applicable, and the no coverage option).
- 36 6. "Delta Pilots High Deductible Health Plan" (DP-HDHP) means the collectively
37 bargained medical plan available to pilots under **Section 25**. The DP-HDHP offers the
38 options enumerated in **Section 25 R**.
- 39 7. "Delta Pilots Medical Plan" (DPMP) means the collectively bargained medical and dental
40 plan available to pilots, 13 B. 3. Pilots, and pilot retirees under **Section 25**. The DPMP
41 offers the options enumerated in **Section 25 F 1**.
- 42 8. "Disability status," "disability," or "disablement" means being eligible for and receiving
43 disability benefits from the D&S Plan.
44 Note one: A 13. B. 3. Pilot is considered in disability status, disability, or disablement
45 until cessation of disability benefits, retirement, or termination.
46 Note two: A pilot (or 13 B. 3. Pilot) who has reached the maximum period of disability

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1 under the D&S Plan for alcoholism and/or drug abuse is not on disability status,
2 disability, or disablement after the end of that period of disability.

3 Exception: This definition does not apply to a NWA disabled pilot.

- 4 9. “Eligible family member” for the purposes of **Section 25** means eligible family member
5 as defined in the DPMP. An eligible family member is not eligible for the DPMP, DP-
6 HDHP or Delta Health Plan upon reaching Medicare eligibility age.

7 Exception: An eligible family member described in **Section 25 B. 1. Note** will remain
8 eligible for the DPMP, DP-HDHP, or Delta Health Plan upon reaching Medicare
9 eligibility age.

- 10 10. “FAA leave” means a leave of absence described in **Section 13 K**.

- 11 11. “FAA mandatory retirement age” means the latest age under Part 121 of the FARs
12 or other applicable statutes that a pilot can serve as a PIC or SIC.

- 13 12. “FMLA leave” means a leave of absence described in **Section 13 H**.

- 14 13. “Former NWA pilot” means a pilot who was an employee of NWA and whose name
15 appeared on the NWA seniority list on the day preceding October 30, 2008.

- 16 14. “HMO above composite premium” means the amount charged by an HMO in excess of
17 the composite amount the Company contributes to the cost of the Delta Health Plan
18 (other than an HMO).

- 19 15. “Inactive NWA pilot” means a former NWA pilot who on October 30, 2008 was not in
20 active payroll status, including but not limited to furlough, military leave exceeding 30
21 consecutive days, personal leave, family leave, medical leave, maternity leave or
22 disciplinary suspension and has not returned to active payroll status as described in
23 **Section 25 S. 4. c**.

24 Note: A NWA disabled pilot is not an inactive NWA pilot.

- 25 16. “Inactive payroll status” means the status of a pilot who is furloughed, receiving benefits
26 under the D&S Plan, military leave that exceeds 30 consecutive days, medical leave,
27 personal leave (other than known personal leave), FMLA leave, bonding leave, maternity
28 leave, or a pilot on a disciplinary suspension.

- 29 17. “Medicare disabled” means becoming eligible for Medicare benefits for a reason other
30 than attainment of Medicare eligibility age.

- 31 18. “Medicare eligibility age” means the age at which an individual may apply for hospital
32 insurance benefits under part A of Medicare as set forth in 42 U.S.C. 426(a)(1).

- 33 19. “NWA” means Northwest Airlines, Inc.

- 34 20. “NWA CBA” means the terminated NWA pilots' collective bargaining agreement that
35 was in effect on the day preceding October 30, 2008.

- 36 21. “NWA disabled pilot” means a former NWA pilot whose disabling condition arose prior
37 to October 30, 2008 and either (a) is eligible for and receiving disability benefits from
38 either the NWA Pension Plan or the NWA LTD Plan, or (b) is a pilot who was eligible
39 for and receiving disability benefits from the NWA Pension Plan until the pilot attained
40 age 60 on or after December 13, 2007 whether or not the pilot commenced normal
41 retirement benefits at age 60 or older from the NWA Pension Plan or the NWA Excess
42 Plan.

- 43 22. “NWA LTD Plan” means the Northwest Airlines LTD Plan for Pilot Employees as
44 incorporated in the D&S Plan.

- 45 23. “NWA Pension Plan” means the Northwest Airlines Pension Plan for Pilot Employees, as
46 amended.

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- 1 24. “NWA seniority list” means the NWA integrated pilots’ system seniority list.
2 25. “OOA” means Out-of-Area.
3 26. “Pilot retiree” means a pilot (or 13 B. 3. pilot) who retired after June 1, 2006 or a former
4 NWA pilot who retired after October 30, 2008.
5 Exception: A NWA disabled pilot is not a pilot retiree.
6 27. “PPO Option B” means the plan providing medical and dental benefits that was in effect
7 under the NWA CBA, as amended.
8 28. “Retired” means the termination of employment of a pilot (or 13 B. 3. pilot) after
9 attaining age 50 but prior to:
10 a. death,
11 b. resignation or quit,
12 c. discharge by the Company,
13 d. failure to return to work:
14 1) upon expiration of approved medical or military leave of absence,
15 2) upon recall after furlough, or
16 3) before the date of the expiration of re-employment rights required by law.
17 or
18 e. expiration of furlough status without a return to work.
19 Note: A NWA disabled pilot is not considered retired.
20 29. “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 30. “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 pilots participating in medical and
27 dental plans excluding HMOs and fully insured options. The Company's actuary will use
28 reasonable actuarial assumptions and methods that are designed to determine such total
29 projected costs in the actuary's best professional judgment. By June 15th of each year, the
30 Company will provide to the Association the actuary's detailed preliminary determination
31 of what the total projected costs will be for the following calendar year. The Association
32 may provide comments on such analysis by July 7th, and the Company's actuary will
33 consider such comments in making its final determination of total projected costs. The
34 methodology for calculating DPMP base rate premiums and relative values will be as
35 follows:
36 a. Total projected claims cost for all Company-sponsored health plans using pilot only
37 historical paid claims and enrollment experience and applying actuarial
38 adjustments. Actuarial adjustments to include the following items: healthcare cost
39 trends, paid-to-incurred adjustments, enrollment changes, plan design changes,
40 program changes, and other adjustments deemed necessary based on actuarial
41 standards of practice and judgement (made in consultation with ALPA’s actuary).
42 b. Allocate total projected claims cost to determine each plan’s claims cost using each
43 plan’s utilization adjusted actuarial value. This method accounts for the different
44 utilization by plan exhibited when a group insurance rating pool is split by plan
45 option.

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1 c. Adjust each plan’s claims cost to reflect cost containment plan features. Plan features
2 include items such as prescription drug list, supply limits, prior authorization, and
3 network discount differences. For each change to a cost-containment feature or
4 program of the plan, ALPA will be provided a description of the feature/program and
5 the expected cost impact of such change.

6 d. Add administrative and program fees applicable to DPMP. Fees include items such as
7 network and claims administration, utilization and care management programs, third
8 party vendor programs, and other program costs that applies to DPMP.

9 Note one: The calculations and the underlying data utilized to make the above
10 calculations are subject to examination by ALPA and its actuary.

11 Subsequent DPMP premium adjustments, beginning for the 2024 plan year, will be
12 based on pilot-only claims experience in all Company-sponsored health plans.

13 Note two: If changes to health plans affect relative values, the Company and ALPA’s
14 R&I Committee will meet to review new relative values.

15
16
17 B. Pre-Retirement Medical and Dental Benefits

18
19 1. Each pilot (and each 13 B. 3. Pilot) who has not opted out of coverage as described in
20 **Section 25 H. 4.** will be eligible to elect each year for themselves and their eligible family
21 members either the DPMP, the DP-HDHP, or the Delta Health Plan; provided, however,
22 a pilot (or 13 B. 3. pilot) who becomes Medicare disabled will be eligible to elect only
23 the DPMP OOA, DP-HDHP OOA, or the applicable Delta Health Plan OOA option for
24 themselves and their eligible family members.

25 Note: Where an electing pilot (or 13 B. 3. pilot) has not become Medicare disabled, each
26 enrolled eligible family member will be covered by the DPMP, DP-HDHP, or Delta
27 Health Plan option elected by the pilot (or 13 B. 3. pilot), whether or not the eligible
28 family member becomes Medicare disabled or reaches Medicare eligibility age.

29 Exception one: A pilot on inactive payroll status (or a 13 B. 3. pilot) who is described in
30 **Section 25 H. 4.** will not be eligible for such election.

31 Exception two: A furloughed pilot (other than one who is described in **Section 25 H. 4.**)
32 is eligible for such election only during the period in which the pilot is eligible to receive
33 furlough pay (or during the period in which the pilot would have been eligible for
34 furlough pay in the absence of **Section 21 B. 9.**).

35 Exception three: A NWA disabled pilot or inactive NWA pilot may elect only the PPO
36 Option B and will pay the premium structure that would have been required under the
37 NWA CBA (e.g., the premium structure under the NWA CBA applicable to recipients of
38 disability benefits under the NWA Pension Plan or NWA LTD Plan or the premium
39 structure under the NWA CBA applicable to an inactive pilot in the particular inactive
40 status).

41 2. The premium required for the medical and dental coverage for each option under the
42 DPMP by an individual who is eligible for the election in **Section 25 B. 1.** will be 18% of
43 total projected costs for the applicable year of coverage.

44 Exception: A pilot who is on a leave of absence that exceeds 30 days (including a pilot
45 who has reached the maximum period of disability under the D&S Plan for alcoholism,
46 and/or drug abuse, but not including a pilot on FMLA leave, on bonding leave, on FAA

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1 leave, on known personal leave, or on disability status), or a pilot on suspension without
2 pay that exceeds 60 days, must pay a monthly premium equal to the full cost of such
3 coverage, in accordance with procedures established by the Company. This means that a
4 pilot on FMLA leave, on bonding leave, on FAA leave, on known personal leave, or on
5 disability status will continue to pay a monthly premium equal to 18% of total projected
6 costs.

- 7 3. For each option under the Delta Health Plan the premium will be determined by the
8 Company. The premium paid by pilots (or 13 B. 3. pilots) will be the same as it is for all
9 other active Delta employees who have coverage under that plan, based on the options
10 selected, including any additional HMO above composite premium in the case of a pilot
11 (or 13 B. 3. pilot) enrolled in an HMO.

12 Exception: A pilot who is on a leave of absence that exceeds 30 days (including a pilot
13 who has reached the maximum period of disability under the D&S Plan for alcoholism,
14 and/or drug abuse, but not including a pilot on FMLA leave, on bonding leave, on FAA
15 leave, on known personal leave, or on disability status), or a pilot on suspension without
16 pay that exceeds 60 days, must pay a monthly premium equal to the full cost of such
17 coverage, in accordance with procedures established by the Company.

- 18 4. The Company will pay the cost of reasonable and necessary hospital and medical
19 expenses incurred as a result of occupational injury or illness.
- 20 5. It is recognized that the Company will have the right to select the claims processors, plan
21 administrators, trustees, plan record keepers, plan named fiduciaries, and plan carriers for
22 the DPMP and DP-HDHP and may change such entities at any time and for any reason.
- 23 6. The Company will establish flexible spending account plans (FSA Plans) in which a pilot
24 while on active payroll status or disability status (or a 13 B. 3. pilot) may participate.
- 25 a. The FSA Plans will be designed by the Company and may be modified from time to
26 time at the Company's discretion, including modification of the maximum
27 contributions to such FSA Plans.
- 28 b. The FSA Plans will consist of two accounts, one for the payment of healthcare
29 expenses (full purpose or, if enrolled in the DP-HDHP or the other high deductible
30 options under the Delta Health Plan, limited purpose) and the other for payment of
31 dependent care expenses. The maximum amount that may be contributed to the
32 healthcare account per year will be limited to the lesser of \$10,000 or the maximum
33 allowed by law (\$3,050 in 2023). The maximum amount that may be contributed to
34 the dependent care account will be limited to the maximum allowed by law (\$5,000 in
35 2023). A pilot (or 13 B. 3. pilot) will be permitted to contribute a portion of their
36 salary into one or both accounts on a pre-tax basis. These pre-tax contributions will
37 not reduce pay-related benefits provided by the Company. A pilot on disability status
38 (and a 13 B. 3. pilot) will be permitted to contribute a portion of their disability
39 benefit into an FSA account(s) on a pre-tax basis.
- 40 c. Money contributed by a participant to a full purpose or limited purpose healthcare
41 FSA account during a calendar year that is not used by the following March 31st for
42 reimbursement of eligible expenses incurred during such calendar year will be rolled
43 over to either a full purpose or limited purpose FSA (as elected by the participant) for
44 reimbursement of eligible expenses incurred in the following calendar year to the
45 extent permitted by law. Any unused amount in excess of the amount permitted by
46 law to be rolled over will be forfeited. If a participant does not elect a full purpose or

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1 limited purpose FSA for the following year, then the rolled over amount will be
2 available for only the next following calendar year and will not thereafter roll over to
3 future years. Money contributed by a participant to a dependent care FSA account
4 during a calendar year that is not used by the following March 31st for reimbursement
5 of eligible expenses incurred during such calendar year will be forfeited.

6 d. The FSA Plans will allow a participant to make mid-year changes (up or down) to
7 their dependent care account contribution level, if they experience a “change in
8 family status” event, to the full extent allowed by applicable law.

9 e. The FSA Plans will allow a participant to make mid-year changes to increase their
10 healthcare account contribution level, if the participant experiences a “change in
11 family status” event (as set forth in the most recent DPMP Healthcare Benefits
12 Handbook: Delta Pilots Medical Plan, to the extent permitted by applicable law).

13 7. Any premiums required to be paid by a pilot on active payroll status or disability status
14 (or a 13 B. 3. pilot) for medical and/or dental coverage may be paid on a pre-tax basis
15 through a vehicle determined by the Company to be appropriate to achieve such
16 purposes, including a premium conversion plan or cafeteria plan. Premiums may not be
17 paid from an FSA.

18 8. The medical and dental coverages under **Section 25 B. 1.** and the FSA Plans under
19 **Section 25 B. 6.** may, at the Company’s discretion, be provided to pilots on active payroll
20 status or disability status (or 13 B. 3. pilots) through a cafeteria plan(s) as defined in
21 Section 125 of the Internal Revenue Code of 1986, as amended.

22 9. The Company will permit contributions that are made to a Health Savings Account
23 (HSA) designated by the Company to be made on a pre-tax basis directly from a
24 participant’s pay or from disability benefits from the D&S Plan, as applicable. These
25 contributions each pay period will be in an amount elected by the pilot (or 13 B. 3. pilot),
26 subject to the applicable annual dollar limit in place for that year under Section 223(b) of
27 the Internal Revenue Code.

28 10. Medical coverage and dental coverage under the DPMP may be elected separately under
29 **Section 25 B.** Pilots who elect medical coverage under the DPMP, DP-HDHP or the
30 Delta Health Plan are eligible to elect dental coverage under the DPMP.

31 C. Medical and Dental Benefits for Pilot Retirees

32 1. Normal (age 60+) pilot retirees

33 Each pilot (or 13 B. 3. pilot) who retires from active service or disability on or after age
34 60 will be eligible until the pilot reaches Medicare eligibility age to elect each year for
35 themselves and their eligible family members until they reach Medicare eligibility age
36 either the DPMP or the Delta Health Plan under **Section 25 C. 3.** No minimum period of
37 service is required. The pilot retiree may also be eligible to elect the COBRA option and,
38 under **Section 25 Q.**, upon expiration of the maximum COBRA period, to enroll in retiree
39 coverage under the DPMP or the Delta Health Plan until the pilot reaches Medicare
40 eligibility age.

41 2. Early (before age 60) pilot retirees

42 Each pilot (or 13 B. 3. pilot) who elects voluntary early retirement on or after age 50 and
43 before age 60 will be eligible until the pilot reaches Medicare eligibility age to elect each
44 year for themselves and their eligible family members until they reach Medicare eligibility
45 age.

1 age either the DPMP or the Delta Health Plan, under **Section 25 C. 3**. No minimum
2 period of service is required. The pilot retiree may also be eligible to elect the COBRA
3 option and, under **Section 25 Q.**, upon expiration of the maximum COBRA period and
4 until the pilot reaches Medicare eligibility age, to enroll in retiree coverage under the
5 DPMP or the Delta Health Plan.

6 3. Medical and dental options for pilot retirees and their eligible family members

7 a. A pilot retiree who has not reached Medicare eligibility age:

8 1) may elect either the DPMP or the Delta Health Plan for themselves and for their
9 eligible family members who have not reached Medicare eligibility age.

10 Exception: A pilot retiree or an eligible family member who becomes Medicare
11 disabled will be eligible for only the DPMP OOA or the applicable Delta Health
12 Plan OOA option. However, the pilot retiree may make a separate election for the
13 other eligible family members who are not Medicare disabled of either the DPMP
14 or the Delta Health Plan.

15 2) may not elect any coverage for their eligible family members who have reached
16 Medicare eligibility age.

17 b. A pilot retiree who has reached Medicare eligibility age:

18 1) may not elect any coverage for themselves.

19 2) may elect either the DPMP or the Delta Health Plan for their eligible family
20 members who have not reached Medicare eligibility age and are not Medicare
21 disabled.

22 3) may elect only the DPMP OOA or the applicable Delta Health Plan OOA for their
23 eligible family members who are Medicare disabled but have not reached
24 Medicare eligibility age.

25 4) may not elect any coverage for their eligible family members who have reached
26 Medicare eligibility age.

27 c. For each option under the DPMP, the premium is as follows:

28 1) Until the pilot retiree reaches age 60, 100% of the base premium.

29 2) After the pilot retiree reaches age 60 and until the pilot retiree reaches Medicare
30 eligibility age, 45% of the base premium.

31 3) After the pilot retiree reaches Medicare eligibility age:

32 a. the premium for a retired pilot's spouse who has not reached Medicare
33 eligibility age will be 45% of the base premium for the period after the spouse
34 reaches age 60 and until they reach Medicare eligibility age.

35 b. all other eligible family members pay 100% of the base premium.

36 d. For each option under the Delta Health Plan, the premium is determined by the
37 Company and will be the same premium required of other similarly situated (e.g.,
38 age, retirement date) retired Delta employees who did not retire under an early
39 retirement incentive program. Such premium will be based on the options selected,
40 including any additional HMO above composite premium in the case of a pilot retiree
41 enrolled in an HMO.

42 4. Separate Election Available for Medical Coverage and Dental Coverage under DPMP

43 Medical coverage and dental coverage under the DPMP may be elected separately under
44 **Section 25 C**. Participants who elect medical coverage under the DPMP, DP-HDHP or
45 the Delta Health Plan are eligible to elect dental coverage under the DPMP.
46

1 D. Survivors Medical and Dental Insurance Coverage

2
3 1. Survivors of pilots (or 13 B. 3. pilots) who die while on active payroll status, FMLA
4 leave, FAA leave, Bonding leave, or disability status

5 a. The eligible survivors of pilots (or 13 B. 3. pilots) who die while in the active service
6 of the Company, while on FMLA or FAA leave, Bonding leave, or while on disability
7 status will, until the eligible survivor reaches Medicare eligibility age, be eligible
8 annually to elect either the DPMP or the DP-HDHP then in effect for pilots or, the
9 Delta Health Plan.

10 Exception: An eligible survivor who becomes Medicare disabled will be eligible to
11 elect only the DPMP OOA or the applicable Delta Health Plan OOA option.

12 b. The premium for each option under the DPMP will be:

13 1) Until the deceased pilot (or 13 B. 3. pilot) would have reached the FAA
14 mandatory retirement age, the premium will be the same premium a pilot on
15 active payroll status would have paid until the deceased pilot (or 13 B. 3. pilot)
16 would have reached the FAA mandatory retirement age.

17 2) After the deceased pilot (or 13 B. 3. pilot) would have reached the FAA
18 mandatory retirement age, the premium will be 100% of the applicable base
19 premium.

20 c. The premium for each option under the Delta Health Plan will be determined by the
21 Company. The premium paid by such survivor will be the same premium required of
22 other similarly situated (e.g., age of survivor, date of death) survivors. Such premium
23 will be based on the options selected, including any additional HMO above composite
24 premium in the case of a survivor enrolled in an HMO.

25 2. Survivors of a deceased pilot retiree

26 a. The eligible survivors of a deceased pilot retiree will, until the eligible survivor
27 reaches Medicare eligibility age, be eligible annually to elect either the DPMP or the
28 Delta Health Plan.

29 Exception: An eligible survivor who has not reached Medicare eligibility age and
30 becomes Medicare disabled will be eligible to elect only the DPMP OOA or the
31 applicable Delta Health Plan OOA option.

32 b. The premium for each option under the DPMP will be as follows:

33 1) Until the deceased pilot retiree would have reached age 60, the premium will be
34 100% of the applicable base premium.

35 2) After the deceased pilot retiree would have reached age 60 (or if the deceased
36 pilot retiree dies after age 60), the premium will be 45% of the base premium
37 from the date the deceased pilot retiree would have reached age 60 until the date
38 the deceased pilot retiree would have reached Medicare eligibility age.

39 3) After the deceased pilot retiree would have reached Medicare eligibility age, the
40 premium will be 45% of the applicable base premium after the spouse reaches age
41 60 and until they reach Medicare eligibility age and 100% of the applicable base
42 premium otherwise.

43 c. The premium for each option under the Delta Health Plan will be determined by the
44 Company and will be the same premium required of other similarly situated (e.g., age
45 of survivor, retirement date, date of death) survivors of retired Delta employees who
46 did not retire under an early retirement incentive program. Such premium will be

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1 based on the options selected, including any additional HMO above composite
2 premium in the case of a survivor enrolled in an HMO.

3 3. Dependent children

4 Eligible survivors who are dependent children who reside in the household of the
5 deceased pilot's/13 B. 3. pilot's/pilot retiree's spouse (if also an eligible survivor) will
6 not be given an independent election hereunder but the spouse of the deceased pilot/13 B.
7 3. pilot/pilot retiree must elect the coverage on behalf of all eligible survivors. An
8 eligible survivor who is a dependent child who does not reside in the household of the
9 deceased pilot's/13 B. 3. pilot's/pilot retiree's spouse (who is considered a survivor of the
10 pilot/13 B. 3. pilot/pilot retiree) will be given an independent election as to the medical
11 and dental coverage they desire hereunder.

12 4. Separate Election Available for Medical Coverage and Dental Coverage under DPMP

13 Medical and dental coverage under the DPMP may be elected separately under **Section**
14 **25 D.** Participants who are eligible to elect medical coverage under the DP-HDHP or the
15 Delta Health Plans are eligible to elect dental coverage under the DPMP.
16

17 E. Vision Program

- 18
- 19 1. The Company will select a standard network vision care plan in which a pilot, a 13 B. 3.
20 pilot, a pilot retiree, and a survivor and their eligible family members described in
21 **Section 25 B., C., and D.** may elect to participate in the same manner, and subject to the
22 same conditions that generally apply to other non-contract employees of the Company.
23 Exception one: A pilot on inactive payroll status or a 13 B. 3. pilot who is described in
24 **Section 25 H. 4.** will not be eligible for such election.
25 Exception two: A furloughed pilot (other than one who is described in **Section 25 H. 4.**)
26 is eligible for such election only during the period in which the pilot is eligible to receive
27 furlough pay (or during the period in which the pilot would have been eligible for
28 furlough pay in the absence of **Section 21 B. 9.**)
29 Exception three: For an inactive NWA pilot or NWA disabled pilot, this provision is
30 effective as described in **Section 25 S. 4.**
 - 31 2. The Company will provide administrative services, including facilitating the payment of
32 premiums from a pilot's pay (or from disability benefits under the D&S Plan), on a pre-
33 tax basis for the vision program.
34

35 F. DPMP Benefits and Terms

- 36
- 37 1. The DPMP will have the following medical and dental coverage options:
 - 38 a. DPMP medical coverage that is the same medical coverage that was in effect under
39 the DPMP on January 1, 2023, as such medical coverage is modified under **Section**
40 **25 F. 3. – 5.**
 - 41 b. DPMP OOA medical coverage that is the same OOA medical coverage that was in
42 effect under the DPMP on January 1, 2023, as such medical coverage is modified
43 under **Section 25 F. 3. – 5.** The DPMP OOA is offered if the benefits zip code in
44 DBMS (or any successor system) for benefits purposes for the pilot, 13 B. 3. pilot, or
45 pilot retiree is in an area in which the network is not available, or when the pilot, 13

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- 1 B. 3. pilot, pilot retiree, survivor, and/or eligible family member reaches Medicare
2 eligibility age or is Medicare disabled, as set forth in **Section 25**.
- 3 c. DPMP dental coverage that is the same dental coverage that was in effect under the
4 DPMP on January 1, 2023, as such dental coverage is modified under **Section 25 F.**
5 **3**.
- 6 2. Each DPMP medical option described in **Section 25 F. 1**. will include wellness benefits
7 no less favorable than those published in the Guide to Clinical Preventive Services:
8 Report of the United States Preventive Services Task Force published in 1996, as updated
9 or amended from time to time.
- 10 3. Subject to **Section 25 F. 4.**, if the Company adopts a modification to the Delta Health
11 Plan medical option that most closely resembles a DPMP medical option described in
12 **Section 25 F. 1**. or the Comprehensive Dental Option of the Delta Health Plan, the
13 Company will present that modification to the Association for possible inclusion in the
14 DPMP medical and/or DPMP dental option. If the Association provides its written
15 consent to such modification by July 7th, such change consented to by the Association
16 will be effective no earlier than the following January 1st, unless an earlier date is agreed
17 upon by the Company and the Association. The total projected costs and base premium
18 of the DPMP medical and/or DPMP dental option will be adjusted to reflect the
19 modification. If the Association does not provide its written consent to such
20 modification, the DPMP medical and/or DPMP dental options will not be modified.
- 21 4. **Section 25 F. 3**. will not apply to the following types of administrative modifications that
22 are originated and implemented by the third party administrator, and not as a result of the
23 Company's direction, and the Company may implement such modifications without the
24 Association's consent:
- 25 a. Care coordination processes such as disease management and trial programs such as
26 cancer clinical trials.
- 27 b. Procedures that require notification or pre-certification.
- 28 c. Clinical guidelines and medical policies, provided such guidelines and policies are
29 determined by licensed medical professionals (e.g., status of procedures as
30 experimental or accepted treatment).
- 31 d. Network composition (i.e. network providers, labs, ancillary providers) and provider
32 fees.
- 33 e. Retail pharmacy network composition.
- 34 f. Preferred drug list, provided the Company
35 1) gives at least 60 calendar days prior notice of any such change to each affected
36 pilot; and
37 2) automatically grandfathers, for a period of no less than four months, any
38 medication that is necessary for such pilot to maintain their Special Issuance medical
39 certificate.
- 40 g. Reasonable and customary fee application (not percentile).
- 41 h. Changes required as a result of mandatory state and federal legislation or regulation.
- 42 i. Voluntary health management programs.
- 43 5. Effective January 1, 2018:
- 44 a. Amend DPMP and DPMP OOA medical options to provide that diabetic kit coverage
45 does not include diabetic drugs (those drugs may be submitted through the tiers
46 similar to all other drugs) but covers blood sugar testing supplies and insulin pump

Section 25 – Medical, Dental, Life Insurance and Other Benefits

- 1 supplies.
- 2 b. Amend DPMP and DPMP OOA to include the Injury Coverage Coordination (ICC)
- 3 program to match the Delta Health Plan.
- 4 c. Amend DPMP and DPMP OOA medical options and the DPMP dental option to
- 5 provide that dependents may be covered under the medical and/or dental coverage of
- 6 only one employee, retiree or survivor; dual coverage of dependents is eliminated.
- 7

8 G. Company-Paid and Optional Life Insurance Programs

9

- 10 1. The Company will provide term life insurance in accordance with the following:
- 11 a. Unless a different amount is elected under **Section 25 G. 1. e.** or **25 G. 10.**, the
- 12 amount of life insurance will be equal to 2,500 times the 12-year Captain hourly rate
- 13 on the highest paying aircraft type outlined in the PWA in effect on January 1st of
- 14 each year, rounded to the nearest \$1,000.
- 15 b. Upon the insured's retirement, the amount of their term life insurance will be reduced
- 16 to the lesser of \$250,000 or the amount of life insurance the pilot had elected and that
- 17 was in effect at retirement under **Section 25 G. 1. e.** On each successive anniversary
- 18 of the insured's retirement, the amount of their term life insurance will be reduced by
- 19 \$50,000, but not below \$10,000. The final reduction will be to \$10,000 and the
- 20 amount of their term life insurance will remain \$10,000 for the remainder of their
- 21 lifetime.
- 22 Exception: If the amount of term life insurance in effect at retirement is \$50,000,
- 23 such amount will remain in effect for five years following retirement and upon the
- 24 fifth anniversary of the insured's retirement will be reduced to \$10,000.
- 25 c. The insured may designate any individual(s) or trust(s) as beneficiary of their life
- 26 insurance. The designation of a beneficiary for the term life insurance will not cause
- 27 that person to be deemed a survivor under **Section 25** or for any other Company
- 28 provided benefit. In the event the insured has not designated a beneficiary(ies) or the
- 29 named beneficiary(ies) have pre-deceased the insured, the life insurance proceeds will
- 30 be paid according to the following order:
- 31 1) the insured's legal spouse or domestic partner (as defined in the D&S Plan), if
- 32 alive;
- 33 2) the insured's child(ren) in equal amounts, if there is no surviving spouse;
- 34 3) the insured's parent(s) in equal amounts, if there is no surviving child; or
- 35 4) the insured's estate, if there is no surviving parent.
- 36 d. The life insurance will provide for guaranteed insurability of all pilots on January 1,
- 37 2008, and all future pilots at date of hire, and will contain no exclusions from
- 38 coverage, except the exclusion in Section 12.02 of the D&S Plan.
- 39 e. A pilot (or a 13 B. 3. pilot) may elect an amount of life insurance, in lieu of the
- 40 amount under **Section 25 G. 1. a.** as follows:
- 41 1) During their first enrollment period as a new hire pilot (or the first enrollment
- 42 period after an inactive NWA pilot or NWA disabled pilot first becomes eligible
- 43 for benefits under **Section 25**), a pilot may elect any one of the following amounts
- 44 of life insurance: \$50,000, \$200,000, \$300,000, \$400,000, or \$500,000. The
- 45 amount elected will be effective at the time the pilot's other enrollment elections

Section 25 – Medical, Dental, Life Insurance and Other Benefits

- 1 become effective. From their date of hire, until that time, the pilot will have the
2 amount of life insurance under **Section 25 G. 1. a.**
- 3 2) During the annual open enrollment period, or during an enrollment opportunity
4 extended upon a pilot’s return to active payroll status, a pilot (or a 13 B. 3. pilot)
5 may elect any one of the following amounts of life insurance, if the amount
6 elected is lower than the amount the insured currently has in force: \$50,000,
7 \$200,000, \$300,000, \$400,000, or \$500,000. The amount elected during annual
8 open enrollment will be effective the following January 1 or when the pilot’s
9 other enrollment elections become effective, in the case of a pilot returning to
10 active payroll status.
- 11 3) On a one-time basis, at retirement, a pilot (or a 13 B. 3. pilot) may elect \$50,000
12 as the amount of life insurance to be in effect upon retirement (subject to
13 subsequent reduction under **Section 25 G. 1. b.**).
- 14 4) During the annual open enrollment period, or during an enrollment opportunity
15 extended upon a return to active payroll status, and subject to the submission of
16 evidence of insurability satisfactory to the insurer, a pilot on active payroll status
17 may elect any of the following amounts of life insurance, if the amount elected is
18 higher than the amount the insured currently has in force: \$200,000, \$300,000,
19 \$400,000, \$500,000 or the amount under **Section 25 G. 1. a.** The amount elected
20 during open enrollment will be effective on the following January 1, or if later,
21 when the evidence of insurability is approved by the insurer. The amount elected
22 by a pilot 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 G. 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 b. Separate tobacco user and non-tobacco user rates will apply to the optional life
35 insurance in **Section 25 G. 2. a.**
- 36 3. The full cost of such optional group life insurance will be paid by each participating pilot
37 (or 13 B. 3. pilot).
- 38 4. A pilot (or 13 B. 3. pilot) who was purchasing optional life insurance while in the active
39 service of the Company as a pilot may, subject to the other terms and conditions of the
40 insurance policy, continue such coverage while on disability status up to the FAA
41 mandatory retirement age, by making appropriate arrangements with the Company to pay
42 the premiums.
- 43 Note: For an inactive NWA pilot or NWA disabled pilot, this provision is effective as
44 described in **Section 25 S. 4.**
- 45 5. Requests for optional group life insurance coverage, and any subsequent request for
46 cancellation or changes in the amount of such coverage, must be submitted to the

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1 Company in accordance with the procedures established by the Company. A request for
2 coverage must be made before the end of the enrollment period. A participating pilot
3 who is on active payroll status may increase or decrease the amount of their coverage
4 during annual enrollments and due to a family status change, if notice of the family status
5 change is received by the Company within 30 days of the event creating the family status
6 change. If a participating pilot desires to increase the amount of their coverage by more
7 than one \$25,000 increment, satisfactory evidence of insurability must be submitted
8 before coverage can become effective.

- 9 6. Each pilot may purchase optional group life insurance on the life of their spouse, in any
10 amount desired, with coverage levels of \$20,000, \$30,000, or \$50,000, then in multiples
11 of \$25,000 up to a maximum of \$250,000. A participating pilot who is on active payroll
12 status may increase or decrease the amount of their coverage during annual enrollments
13 and due to a family status change, if notice of the family status change is received by the
14 Company within 30 days of the event creating the family status change. The insurance
15 carrier's requirements regarding evidence of insurability will apply. Separate tobacco
16 user and non-tobacco user rates will apply to such optional life insurance on the life of
17 the spouse.

18 Exception: A former NWA pilot who, immediately prior to January 1, 2010 (or, if later,
19 the date applicable to them under **Section 25 S. 4.**), is purchasing an amount of such
20 insurance in excess of \$250,000 may continue to purchase such higher amount.

- 21 7. The Company will provide accidental death and dismemberment insurance coverage in
22 one of the following amounts for each pilot for death or injury sustained while on duty
23 (from rotation report to release):
24 a. in the amount of \$1,000,000 while engaged in MAC flying other than between or
25 within the United States, its territories (including Guantanamo Bay Naval Base) and
26 its possessions, and Canada,
27 b. in the amount of \$1,000,000 resulting from, directly or indirectly, any declared or
28 undeclared War (as defined in the Company's insurance policy) outside the United
29 States, Canada and the pilot's jurisdiction of permanent residence,
30 c. in the amount of \$500,000 due to felonious assault (as defined in the Company's
31 insurance policy), or
32 d. in the amount of \$1,000,000 while on board Company training flights, check flights,
33 or test flights.

34 The pilot's beneficiary for such coverage will be the same as the beneficiary the pilot
35 designated for their Company-provided life insurance coverage.

- 36 8. Each pilot may purchase optional group life insurance on the life of their dependent child
37 in such amounts, and subject to such conditions, that generally apply to other non-
38 contract employees of the Company.
39 9. Each pilot may purchase optional accidental death and dismemberment coverage in such
40 amounts, and subject to such conditions, that generally apply to other non-contract
41 employees of the Company.
42 10. Optional Group Variable Universal Life (GVUL)
43 a. A pilot may elect to convert their Company-paid term life insurance under **Section 25**
44 **G. 1. a.** in excess of \$50,000 to a voluntary GVUL ("converted coverage amount").
45 A pilot must maintain a minimum of \$50,000 in Company-paid term life insurance,
46 (or such other amount determined under applicable federal tax laws that is not subject

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- 1 to imputed income).
- 2 b. The Company will cover the full cost of the premiums for the converted coverage
- 3 amount.
- 4 c. The Company will select an insurance carrier for the GVUL that offers participant-
- 5 directed investment options under the policy for pilots to choose investments.
- 6 d. Upon retirement, a pilot who has elected the optional GVUL will continue to receive
- 7 the retiree basic term life insurance under **Section 25 G. 1. b.**
- 8 e. Additional optional pilot premiums (contributions) are allowed under the plan.
- 9

10 H. General

- 11
- 12 1. Eligibility for the insurance coverages included in this PWA will begin on the date that a
- 13 pilot is employed or reemployed as a pilot or on the date that they are transferred to pilot
- 14 status.
- 15 2. The Company will provide each pilot, 13 B. 3. pilot, and pilot retiree with suitable
- 16 evidence of coverage under the DPMP, the DP-HDHP (pilot only) or the Delta Health
- 17 Plan.
- 18 3. When a pilot, 13 B. 3. pilot, pilot retiree, or survivor is given the opportunity to make a
- 19 medical, dental, or vision coverage election under **Section 25** and fails to do so in a
- 20 timely manner, such non-electing person and their eligible family members will receive
- 21 the medical, dental, and/or vision coverage in effect for the prior calendar year and will
- 22 be treated in all respects as if the non-electing person had made an affirmative election
- 23 for such coverage. When a pilot fails to make a timely medical or dental election for
- 24 initial coverage upon being hired by the Company, or for a year in which an individual's
- 25 prior year's election is no longer available, the pilot and their eligible family members
- 26 will receive the following, and will be treated in all respects as if the pilot had made an
- 27 affirmative election for such coverage:
- 28 a. the medical option that the largest number of pilot participants are enrolled in for the
- 29 prior calendar year; and
- 30 b. the dental option that the largest number of pilot participants are enrolled in for the
- 31 prior calendar year.

32 Exception: If an inactive NWA pilot or NWA disabled pilot becomes eligible for

33 medical, dental, and vision benefits under **Section 25 S. 4.** and does not make a timely

34 medical, dental, or vision election during their initial enrollment period, then such former

35 NWA pilot and their eligible family members will be provided with coverage and will be

36 treated in all respects as if the former NWA pilot had made an affirmative election for

37 such coverage as follows:

- 38 a. If both medical and dental coverage were maintained under PPO Option B up to the
- 39 time that the former NWA pilot became eligible under **Section 25 S. 4.**, then both
- 40 medical and dental coverage will be provided for that year under the DPMP, or, if
- 41 applicable based on zip code, the DPMP OOA.
- 42 b. If only medical coverage (and no dental coverage) was maintained under PPO
- 43 Option B up to the time that the former NWA pilot became eligible under **Section**
- 44 **25 S. 4.**, then:

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- 1 2) both medical and dental coverage will be provided for that year under the
2 DPMP, or, if applicable based on zip code, the DPMP OOA, if such coverage
3 begins before January 1, 2018.
- 4 2) only medical coverage will be provided for that year under the DPMP, or, if
5 applicable based on zip code, the DPMP OOA, if such coverage begins on or
6 after January 1, 2018.
- 7 c. If only dental coverage (and no medical coverage) was maintained under PPO
8 Option B up to the time that the former NWA pilot became eligible under **Section**
9 **25 S. 4.**, then only dental coverage (and no medical coverage) will be provided for
10 that year under the Delta Health Plan Comprehensive Dental Option.
- 11 d. If neither medical nor dental coverage was maintained up to the time that the former
12 NWA pilot became eligible under **Section 25 S. 4.**, then neither medical nor dental
13 coverage will be provided for that year.
- 14 e. No vision coverage will be provided for that year.
- 15 4. Notwithstanding anything to the contrary in **Section 25**, any pilot on inactive payroll
16 status (or 13 B. 3. pilot) who in any year (including the year of commencement of
17 inactive payroll status) elects (or is deemed to have elected) not to maintain any of the
18 medical or vision coverages offered to such individual hereunder will, thereafter, not be
19 offered the right to elect medical or vision coverage for themselves and their eligible family
20 members in any subsequent year during which the pilot is on inactive payroll status (until
21 the pilot returns to active payroll status). Likewise, such individual who in any year
22 (including the year of commencement of inactive payroll status) elects (or is deemed to
23 have elected) not to maintain any of the dental coverages offered to such individual
24 hereunder will, thereafter, not be offered the right to elect dental coverage for themselves
25 and their eligible family members in any subsequent year during which the pilot is on
26 inactive payroll status (until the pilot returns to active payroll status).
- 27 5. The Company-provided portion of the post-retirement medical and dental claims will be
28 paid through one or a combination of the following, as elected by the Company:
 - 29 a. through the accumulated surplus funds (using part or all of such surplus) in the Delta
30 Pilots Disability and Survivorship Trust (“D&S Trust”); or
 - 31 b. future contributions to a 501(c)(9) trust fund; or
 - 32 c. direct payment of such claims by the Company.
- 33 Note: The D&S Trust surplus for this purpose is the excess of the plan assets over 110%
34 of the present value of the D&S Plan (including the NWA LTD Plan) benefits for current
35 and future expected beneficiaries of the D&S Plan (including the NWA LTD Plan). The
36 present value of benefits for this purpose will be determined on a basis to be established
37 and agreed upon by the Company and the Association.
- 38 6. The Company and the Association agree that the DPMP will be amended to the extent
39 necessary to reflect the terms of **Section 25**.
- 40 7. The DPMP will remain without change unless agreed to by both the Company and the
41 Association.
- 42 8. Applicable provisions of **Section 25** will remain effective provided that the DPMP
43 remains approved by the United States Department of Treasury, the United States
44 Department of Labor, and any other governmental agency with jurisdiction over such
45 plan. The Company will make every reasonable effort to maintain the approval of this
46 plan by any agency with jurisdiction thereover.

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I. Accident Insurance for Private Flying

1. To the extent available from a commercial insurance company, the Company will continue to provide a separate group accident insurance program to cover the employee only while they are operating or performing the duties of an aircraft flight crewmember in any properly licensed private aircraft or military aircraft provided the employee is properly licensed and currently qualified to fly such private or military aircraft.
2. Cost of this coverage will be borne entirely by the employee. Cost of this coverage may increase or decrease depending upon actual experience.
3. To be eligible for this coverage, the employee must be a participant in the Voluntary Delta Group Accident Insurance program.
4. The employee may elect an amount of coverage up to 50 times the number of logbook pilot hours, rounded to the next \$15,000 increment, or the amount of coverage enrolled for under the Voluntary Delta Group Accident Insurance program, whichever is the lesser amount.
5. In addition to the regular policy exclusions, the following exclusions will also apply:
 - a. flying in an aircraft certified by the FAA as experimental, restricted, or limited, or prototype aircraft, or
 - b. waived flying, crop dusting, stunt flying (other than legal aerobatic flying in an aircraft specifically approved by the FAA for such purposes and in an area and at an altitude approved by the FAA), test flying, flight instruction or while participating in speed and/or endurance contests.
6. The indemnity payable under this option will be reduced by the amounts paid or payable under any other provision of the Voluntary Delta Group Accident Insurance program for loss sustained as a result of the same accident.
7. The pilot (or 13 B. 3. pilot) may continue this coverage at retirement. At retirement, coverage reduces to 50% of the insurance amount in effect before retirement, rounded to the next highest \$15,000 increment. At age 80, the coverage is further reduced by 50% (rounded to the next highest \$15,000 increment) to a minimum of \$15,000. Premiums are reduced proportionally whenever coverage reduces.

J. FAA Required Physical Examinations

1. A pilot will be reimbursed for their FAA physical after submission of their FAA First Class Medical Certificate to Flight Crew Records. The FAA physical reimbursement in 2023 is \$457.00 when an EKG is required or \$278.00 if an EKG is not required. Such reimbursement will be credited to a pilot's mid-month paycheck, following the month in which their 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.

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- 1 e. increased on an annual basis each January 1st equal to the percentage of the annual
2 increase in health care costs in the Delta Health Plan/DPMP/DP-HDHP as determined
3 by the Company and communicated to ALPA.
- 4 f. for the higher amount on the first reimbursement of each calendar year beginning in
5 the year the pilot attains the age of 40.
- 6 g. for the higher reimbursement amount for the year in which the pilot requires the age
7 35 baseline EKG.
- 8 2. A pilot who is scheduled for training for a new position and is notified (via a bid posting
9 or an advance entitlement or displacement award) that the pilot must have a First Class
10 Medical Certificate that is current (within six months) on the date of the pilot's scheduled
11 completion of training and who does not possess such a Certificate, will be reimbursed
12 after the pilot submits such FAA First Class Medical Certificate to Flight Crew Records.
- 13 3. Evaluations required for recertification will be fully reimbursed upon submission of
14 documentation (i.e., credited an amount equal to the total of the fees incurred by the pilot
15 in the recertification process) and will re-establish the six or 12-month cycle for the
16 recertified pilot.
- 17 4. Pilots requiring other than a standard FAA physical examination (i.e., any additional
18 medical evaluation and/or testing required by the FAA to obtain a First Class Medical
19 Certificate) will also be fully reimbursed for the cost thereof. A pilot who is not fully
20 reimbursed for such other than standard FAA physical examination through the process
21 in **Section 25 J. 1.** or **2.**, may submit a reimbursement request for the additional costs.
- 22 5. In the event the requirements to obtain an FAA First Class Medical Certificate change to
23 include additional testing and/or additional frequency, the costs of such additional testing
24 and/or frequency will also be reimbursed. In such event, the Company and the
25 Association will meet and confer to adjust the reimbursement amounts in **Section 25 J. 1.**

26 K. Medical and Dental Plan Claims and Appeals

- 27 1. For enrollees in the DPMP and the DP-HDHP, the claims review and appeal procedures
28 of the plans' applicable third-party administrator (medical, dental, pharmacy or
29 behavioral) will apply to the DPMP and the DP-HDHP benefits, as such procedures exist
30 from time to time.
- 31 2. An external independent voluntary review will be available as a part of the DPMP, the
32 DP-HDHP and Delta Health Plan appeal process for medical claim denials that are
33 clinical in nature. Such review will take into account the information in the claim file
34 including any additional information available to and presented by the participant
35 regarding the denied claim (whether or not presented or available when a prior decision
36 on the claim was made).
- 37 3. If a DPMP, DP-HDHP or Delta Health Plan participant chooses to pursue the external
38 independent voluntary review described in **Section 25 K. 2.** and prior to the date they
39 requests such review, the participant has used the services provided by a health advocate
40 under the Plans' Delta Health Direct service (or, in the case of a behavioral health or
41 substance abuse claim, the services of a UBH care advocate), then, at the request of the
42 pilot, former pilot or survivor who is the primary member in the plan covering the
43 participant, the Company will provide an independent health care advisor to assist the
44 participant, the Company will provide an independent health care advisor to assist the
45 participant with such external independent voluntary review. The independent health
46

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1 care advisor will be chosen from a resource designated by the Company, but will be
 2 independent of the claims administrator that adjudicated the claim.

- 3 4. For participants in the DPMP, the DP-HDHP or the Delta Health Plan (but not in an
 4 HMO), after a participant has pursued all applicable claims review and appeal procedures
 5 (including any external independent voluntary review) under the DPMP, the DP-HDHP
 6 or the Delta Health Plan, as applicable, the participant will have the right to grieve a
 7 denied claim in excess of \$1,000 under **LOA #5 – Benefit Review Board**.
 8 5. The Company will facilitate electronic access to coverage determination guidelines that
 9 claims administrators and external reviewers use to determine medical or behavioral
 10 health and substance abuse claims under the DPMP and the DP-HDHP.

11
 12 L. Association Retirement and Insurance Committee

- 13
 14 1. A Retirement and Insurance Committee will be established by the Association.
 15 2. The Committee will collect and evaluate the data described in the chart in **Section 25 L.**
 16 **2.**, which will be furnished to the Committee by the Company by the dates so indicated.
 17 In no case will a copy of any report made to a government department or agency be due
 18 to the Committee prior to 30 days after the deadline set by such department or agency for
 19 that report, including extensions:
 20

	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

- 21
 22 3. The Committee will meet quarterly (at Committee request) to advise the Company of
 23 problems in regard to administration of the plans subject to bargaining under **Section 25**,
 24 and to work with the Company toward resolving such problems within the framework of
 25 the Agreement between the Company and the Association. Additionally, the Committee
 26 Chairman may review the portfolio and related information once each year.
 27 4. For the DPMP, the DP-HDHP and the Delta Health Plan (excluding HMO's), the
 28 Company will determine the full cost of COBRA continuation coverage and pilot retiree
 29 and survivor coverage, as applicable and will provide the Committee the documentation
 30 upon which those determinations are based.
 31 5. The Company will provide to the Committee, upon its request, the following for the plans
 32 subject to bargaining under **Section 25**:
 33 a. Summary Plan Description.

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- 1 b. Announcements and informational communications to participants in general.
- 2 c. Forms to be completed by participants.
- 3 d. Benefit statements (if accompanied by an appropriate release from the affected
- 4 pilot(s) or 13 B. 3. pilot(s)).

5
6 M. Procedure to Amend DPMP and DP-HDHP

- 7
- 8 1. The Company will provide to the Association a draft amendment to the DPMP and/or
- 9 DP-HDHP within 120 days following the parties' agreement to modify it (e.g., through
- 10 an amended PWA or a LOA). The draft amendment will include all modifications to the
- 11 DPMP and/or DP-HDHP that the Company determines are required by the parties'
- 12 agreement. The Association will provide the Company its written comments on the
- 13 language in the draft amendment that reflects the specific modification resulting from the
- 14 parties' agreement (the "modified language") within 60 days following its receipt of the
- 15 draft amendment. The Company and the Association will, if necessary, within 30 days
- 16 following the Company's receipt of the Association's comments, meet and confer to
- 17 reach agreement on final wording of the modified language. The parties will continue to
- 18 meet, over a period of up to 90 days, as frequently as necessary to reach agreement on the
- 19 final wording of the modified language.
- 20 2. Either the Company or the Association, with the approval of the other party, may waive
- 21 any time limit provided in **Section 25 M. 1.**
- 22 3. Notwithstanding **Section 25 M. 1.** and **2.**, the Company will timely amend the DPMP
- 23 and/or DP-HDHP to the extent necessary to maintain such Plan's tax-favored or legal
- 24 status, and the Association maintains its right to file a grievance with respect to any such
- 25 amendment that it determines violates the PWA.

26
27 N. Domestic Partner Benefits

28
29 Pilots, 13 B. 3. pilots, and pilot retirees, and their dependents and survivors, will be provided

30 with domestic partner benefits no less favorable than the domestic partner benefits provided

31 to any other employee of the Company.

32
33 O. ALPA-Sponsored Member Benefit Plans

34
35 The Company will automatically deduct from a pilot's paycheck and remit to the

36 Association, an amount identified in the electronic invoice from the Association to Delta for

37 Association sponsored member benefits. The Association agrees to indemnify the Company

38 for any liability that any pilot may assert against the Company, its officers, directors or

39 employees, as the result of the pilot's participation in any ALPA-sponsored plans, other than

40 liability arising from the Company's willful failure to perform the function of deducting

41 amounts from the pilot's pay and forwarding such amounts to the Association. The

42 Association will provide to the Company an electronic invoice in a mutually acceptable form.

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1 P. Substance Abuse Treatment
2

3 The Company will pay for 100% of the cost of Company-approved inpatient residential
4 substance abuse treatment incurred by a pilot regardless of the pilot’s medical plan election.
5

6 Q. COBRA Option for Pilots
7

8 The Company will provide a COBRA election upon retirement to a pilot (or 13 B. 3. pilot)
9 and their eligible family members who are enrolled in coverage at that time. Such COBRA
10 election will provide the pilot retiree and eligible family members with the coverage options
11 that are then currently available under the DPMP, DP-HDHP, and Delta Health Plan. If
12 COBRA coverage is elected, the pilot retiree will pay the full COBRA premium. At the end
13 of the maximum COBRA period, if enrolled in coverage at that time and if not yet Medicare
14 eligibility age, such pilot retiree will be extended an election to enroll in retiree coverage
15 under the DPMP, DP-HDHP, or Delta Health Plan (including the no coverage option) based
16 on their benefit zip code and age (pre- or, if applicable under *Section 25 C. 4.*, post-
17 Medicare) and will pay the applicable retiree premium for such coverage under *Section 25 C.*
18 as if they had never elected COBRA coverage.
19

20 R. Delta Pilots High-Deductible Health Plan (DP-HDHP)
21

22 The DP-HDHP plan features will contain the same features as the 2023 Gold HSA (account-
23 based) option under the Delta Health Plan, including applicable Company contributions to
24 the HSA, except as follows:

- 25 1. The pilot’s percentage of premium will be the lesser of
26 a. 18% of total cost, or
27 b. the percentage of premium paid by other Delta employees in the most comparable
28 high deductible health plan.
- 29 2. Deductibles will be the minimum deductibles permitted by law.
- 30 3. Delta Health Rewards will be no less than the current amount offered to participants in
31 the account-based options under the Delta Health Plan. Any increases in such Health
32 Rewards offered to participants in the account-based options under the Delta Health Plan
33 will be made available to pilots in the DP-HDHP.
34

35 S. NWA Disabled Pilots and Inactive NWA Pilots – Medical, Dental and Optional Insurance
36 and Survivor Benefits
37

- 38 1. *Section 25 S.* applies to a NWA disabled pilot and an inactive NWA pilot and eligible
39 survivors under the NWA CBA, unless and until they returns under *Section 25 S. 4.*
40 *Section 25 S.* does not apply to an individual covered by the order of the bankruptcy
41 court in the NWA bankruptcy case pursuant to section 1114 of the bankruptcy code with
42 respect to benefits covered by such order.
- 43 2. The Company will provide an individual to whom *Section 25 S.* applies with the
44 following benefits, if any, to which they are entitled under the NWA CBA:
45 a. Pre-retirement and post-retirement medical and dental benefits,
46 b. COBRA benefits,

Section 25 – Medical, Dental, Life Insurance and Other Benefits

- 1 c. Optional life and dependent life insurance benefits, and optional AD&D insurance
2 benefits, to the extent such insurances remain commercially available, and provided
3 the individual pays the full cost of such insurances,
- 4 d. Pre-retirement survivor medical and dental benefits, and
- 5 e. Post-retirement survivor medical and dental benefits.
- 6 3. Nothing in this **Section 25 S.** will be interpreted to mean that the dollar amount of the
7 premiums for the coverages described in **Section 25 S. 2. a. – e.** will not change.
- 8 4. A pilot to whom **Section 25 S.** applies will become eligible for the benefits provided to
9 pilots under **Section 25** at the following times:
 - 10 a. In the case of an NWA disabled pilot who had been receiving a Disability Retirement
11 Pension from the NWA Pension Plan, upon their successful completion of
12 qualification training,
 - 13 b. In the case of an NWA disabled pilot who had been receiving disability benefits from
14 the NWA LTD Plan, or who had received a Disability Retirement Pension from the
15 NWA Pension Plan that ceased due to their attainment of age 60, when they presents
16 a first class medical certificate to the Company and the Company determines that they
17 meets the applicable physical standards under **Section 15 B.**, or
 - 18 c. In the case of an inactive NWA pilot, when they returns to active payroll status under
19 **Section 13 C.** and **Section 15 B.**, if applicable.

1 SECTION 26

2
3 RETIREMENT AND DISABILITY BENEFITS4
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. "401(k) participant" means a person who is receiving or is entitled to receive benefits
- 12 under the 401(k) Plan.
- 13 3. "401(k) Plan" means the "Delta 401(k) Retirement Plan for Pilots," as amended and
- 14 restated January 1, 2014, as amended, (formerly called the "Delta Pilots Savings Plan").
- 15 4. "Active payroll status" means the status of a pilot who is not on inactive payroll status.
- 16 5. "D&S Plan" means the Delta Pilots Disability and Survivorship Plan, as Amended and
- 17 Restated, Effective July 1, 1996, as amended. A reference in the PWA to the D&S Plan
- 18 will exclude the NWA LTD Plan unless such reference in the PWA states otherwise.
- 19 6. "D&S Plan participant" means a person who is receiving or is entitled to receive benefits
- 20 under the D&S Plan.
- 21 7. "Delta Pilots Retirement Plan" means the Delta Pilots Retirement Plan as Amended and
- 22 Restated, Effective July 1, 1996, as amended.
- 23 8. "Disability status," "disability," or "disablement" means being eligible for and receiving
- 24 disability benefits from the D&S Plan.
- 25 Note one: A 13 B. 3. pilot is considered in disability status, disability, or disablement
- 26 until cessation of disability benefits, retirement or termination.
- 27 Note two: A pilot (or 13 B. 3. pilot) who has reached the maximum period of disability
- 28 under the D&S Plan for alcoholism and/or drug abuse is not on disability status, disability
- 29 or disablement after the end of that period of disability.
- 30 Exception: This definition does not apply to a NWA disabled pilot.
- 31 9. "DPMA" means Delta Pilots Mutual Aid.
- 32 10. "DPMA disability benefit" means the optional supplemental disability benefit payable by
- 33 DPMA to an eligible DPMA participant.
- 34 11. "DPMA dues" means the dollar amount of dues charged by DPMA for membership in
- 35 DPMA.
- 36 12. "DPMA equivalent disability benefit" means the optional supplemental disability benefit
- 37 described in *Section 26 N. 3. b.*
- 38 13. "Earnings" means, for the purposes of a retirement or welfare benefit plan under *Section*
- 39 **26**, the amount of a participant's remuneration that forms the basis for contributions or
- 40 benefits under that plan.
- 41 14. "Enhanced disability benefit" means the additional disability benefit payable to a
- 42 pilot with hours in their enhanced disability account under *Section 26 K. 5.*
- 43 15. "Event Date" has the meaning given such term in the D&S Plan.
- 44 16. "FAA mandatory retirement age" means the latest age under Part 121 of the FARs
- 45 or other applicable statutes that a pilot can serve as a PIC or SIC.
- 46 17. "FMLA leave" means a leave of absence described in *Section 13 H.*

Section 26 – Retirement and Disability Benefits

- 1 18. “Former NWA pilot” means a pilot who was an employee of NWA and whose name
2 appeared on the NWA seniority list on the day preceding October 30, 2008.
- 3 19. “Inactive NWA pilot” means a former NWA pilot who on October 30, 2008 was not in
4 active payroll status, including but not limited to furlough, military leave exceeding 30
5 consecutive days, personal leave, family leave, medical leave, maternity leave or
6 disciplinary suspension and has not returned to active payroll status as described in
7 **Section 25 S. 4. c.**
- 8 Note: An NWA disabled pilot is not an inactive NWA pilot.
- 9 20. “Inactive payroll status” means the status of a pilot who is furloughed, receiving benefits
10 under the D&S Plan, military leave that exceeds 30 consecutive days, medical leave,
11 personal leave (other than known personal leave), FMLA leave, bonding leave, maternity
12 leave, or a pilot on a disciplinary suspension.
- 13 21. “MBCBP” means the Delta Air Lines, Inc. Market Based Cash Balance Plan, effective
14 TBD, as amended.
- 15 22. “NWA” means Northwest Airlines, Inc.
- 16 23. “NWA adjusted sick leave bank” means a pilot’s NWA sick leave bank on October 30,
17 2008 (or, in the case of a NWA disabled pilot or inactive NWA pilot, his NWA sick leave
18 bank at the applicable date under **Section 26 P. 3.**) reduced by the number of Delta sick
19 leave credit hours awarded the pilot upon his transition to the Delta sick leave system.
- 20 24. “NWA CBA” means the terminated NWA pilots' collective bargaining agreement that
21 was in effect on the day preceding October 30, 2008.
- 22 25. “NWA disabled pilot” means a former NWA pilot whose disabling condition arose prior
23 to October 30, 2008 and either (a) is eligible for and receiving disability benefits from
24 either the NWA Pension Plan or the NWA LTD Plan, or (b) is a pilot who was eligible
25 for and receiving disability benefits from the NWA Pension Plan until they attained age
26 60 on or after December 13, 2007 whether or not they commenced normal retirement
27 benefits at age 60 or older from the NWA Pension Plan or the NWA Excess Plan.
- 28 26. “NWA Excess Plan” means the Northwest Airlines Pension Excess Plan for Pilot
29 Employees, as amended.
- 30 27. “NWA LTD Plan” means the Northwest Airlines LTD Plan for Pilot Employees as
31 incorporated in the D&S Plan.
- 32 28. “NWA Pension Plan” means the Northwest Airlines Pension Plan for Pilot Employees as
33 amended.
- 34 29. “NWA seniority list” means the NWA integrated pilots system seniority list.
- 35 30. “Pilot retiree” means a pilot (or 13 B. 3. pilot) who retired after June 1, 2006 or a former
36 NWA pilot who retired after October 30, 2008.
37 Exception: A NWA disabled pilot is not a pilot retiree.
- 38 31. “Retired” means the termination of employment of a pilot (or 13 B. 3. pilot) after
39 attaining age 50 but prior to:
40 a. death,
41 b. resignation or quit,
42 c. discharge by the Company,
43 d. failure to return to work:
44 1) upon expiration of approved medical or military leave of absence,
45 2) upon recall after furlough, or
46 3) before the date of the expiration of re-employment rights required by law,

Section 26 – Retirement and Disability Benefits

- 1 or
2 e. expiration of furlough status without a return to work.
3 Note: A NWA disabled pilot is not considered retired.
4 32. “Savings Plan” means the Delta 401(k) Retirement Plan.
5 33. “Service provider” means any entity, other than the Company, that provides any services
6 for the 401(k) Plan and/or MBCBP including, but not limited to, the record-keeper and
7 trustee.
8 34. “Top-up disability benefit” means the supplemental disability benefit payable to a former
9 NWA pilot under *Section 26 N. 4*.

10 11 12 B. Plan Benefits, Costs and Guarantees

- 13
14 1. The Company will pay the full cost of providing benefits under the D&S Plan (including
15 the NWA LTD Plan).
16 2. The Company will pay the entire cost of providing retirement benefits derived from the
17 contribution formula under the 401(k) Plan.
18 3. The Company has established a separate trust for the D&S Plan (including the NWA
19 LTD Plan) under Section 501(c)(9) of the Internal Revenue Code, as amended.
20 4. The Company will pay the full cost of providing benefits under the NWA Pension Plan
21 and the NWA Excess Plan.
22 5. The Company will pay the entire cost of providing the retirement benefits derived from
23 benefit accruals under the MBCBP.
24

25 C. Delta 401(k) Retirement Plan for Pilots (“401(k) Plan”)

26
27 The following is intended to be a summary of certain provisions of the 401(k) Plan. The
28 terms, conditions and limitations of the 401(k) Plan, amended as provided in *Section 26. C.*
29 *8.*, will control in the event of any conflict or difference between *Section 26* and the 401(k)
30 Plan. Detailed information about Plan terms is set forth in the 401(k) Plan document and
31 Summary Plan Description.

- 32 1. A pilot (or 13 B. 3. pilot) will be eligible to participate in the 401(k) Plan, including a
33 cash or deferred arrangement, which is intended to qualify under Section 401(k) of the
34 Internal Revenue Code of 1986, as amended. The cash or deferred arrangement will not
35 have the effect of reducing other pay-related benefits provided by the Company.
36 2. Effective with respect to earnings paid before January 1, 2023 the Company contribution
37 to the 401(k) Plan is 16% of a pilot’s earnings. Effective with respect to earnings paid on
38 and after January 1, 2024, the Company contribution to the 401(k) Plan is 17% of a
39 pilot’s earnings. Effective with respect to earnings paid on and after January 1, 2026, the
40 Company contribution to the 401(k) Plan is 18% of a pilot’s earnings. Company
41 contributions to the 401(k) Plan that are made on account of earnings paid in each regular
42 semi-monthly payroll check will be made no later than 15 days following the date such
43 semi-monthly payroll check is issued.
44 3. While in disability status receiving disability benefits from the D&S Plan (not from the
45 NWA Pension Plan or NWA LTD Plan), a pilot and a 13 B. 3. pilot will be eligible to

Section 26 – Retirement and Disability Benefits

1 participate in the cash or deferred arrangement under the 401(k) Plan and will receive
2 Company contributions to the 401(k) Plan as follows:

- 3 a. If the pilot is receiving temporary disability benefits, the pilot will receive Company
4 contributions to the 401(k) Plan on the same basis as a pilot on active payroll status,
5 but using as earnings the amount of the disability benefit multiplied by two. If the
6 pilot is receiving maternity leave benefits, the pilot will receive Company
7 contributions to the 401(k) Plan on the same basis as a pilot on active payroll status,
8 but using as earnings the amount of the maternity leave benefit.
- 9 b. If the pilot or the 13 B. 3. pilot is receiving long-term disability benefits, the pilot or
10 the 13 B. 3. pilot will receive Company contributions to the 401(k) Plan on the same
11 basis as a pilot on active payroll status, but using as earnings the amount of the
12 disability benefit less income from employment that exceeds the calculated disability
13 amount, if any, the result of which will be multiplied by two.
- 14 c. Company contributions will not be paid for periods of temporary or long-term
15 disability following retirement or beyond the later of the FAA mandatory retirement
16 age or the date disability benefits cease. If contributions are ceased due to reaching
17 the FAA mandatory retirement age, in no event will such contributions be resumed
18 should the FAA mandatory retirement age increase.
- 19 4. While in disability status receiving benefits from the NWA LTD Plan, a pilot (and a
20 former pilot who has been removed from the seniority list under **Section 13 B. 3.**) will
21 receive cash payments from the Company in lieu of and equal to the amount of Company
22 contributions that would have been made to the 401(k) Plan on the same basis as a pilot
23 on active payroll status, but using as earnings the amount of earnings upon which the
24 disability benefit under the NWA LTD Plan is based (not multiplied by two and not
25 subject to offsets). However, if such pilot (or former pilot who has been removed from
26 the seniority list under **Section 13 B. 3.**) is approved for Social Security disability
27 benefits and delivers notice to the Company, then such amount will instead be
28 contributed to the 401(k) Plan. Company contributions will not be paid for periods of
29 long-term disability following retirement or beyond the later of the FAA mandatory
30 retirement age or the date disability benefits cease. If contributions are ceased due to
31 reaching the FAA mandatory retirement age, in no event will such contributions be
32 resumed should the FAA mandatory retirement age increase.
- 33 5. The Company will disclose on a quarterly basis to the Chairman of the Retirement and
34 Insurance Committee the terms of all contractual expense and fee arrangements between
35 the Company (or the Plan or the trust) and any service provider, written or otherwise,
36 involving the Savings Plan and/or 401(k) Plan or the assets of the trust under the Savings
37 Plan and/or 401(k) Plan, including, but not limited to, any arrangement involving
38 revenue-sharing or the reduction of recordkeeping or other administrative fees.
- 39 6. A 401(k) participant may engage a third-party financial advisor to manage his individual
40 brokerage account under the 401(k) Plan provided that C.F.R. Section 2550.404c-1
41 (specifically Section 2550.404c-1(f), example 9) and U.S. Department of Labor Advisory
42 Opinion 2005-23A (dated December 7, 2005) remain valid and binding guidance. Should
43 the above-mentioned guidance become invalid or is superseded in the future, the
44 Company and the Association will meet and confer to reach agreement regarding a
45 reasonable transition plan with respect to any existing third-party financial advisors then

Section 26 – Retirement and Disability Benefits

1 in place. A Participant will be responsible for these third-party advisory services fees
2 which may be deducted from the Participant’s 401(k) Plan.

3 7. [Reserved]

4 8. To the maximum extent permitted by law, the value of earned and accrued vacation
5 payable to a pilot after retirement, along with Company contributions under **Section 26**
6 **C. 2.** with respect to such earnings will be contributed to the pilot’s 401(k) Plan account
7 as a Company contribution or, if necessary, will be paid to the pilot as an excess payment
8 as described in **Section 26 M. 1.** and **2.**

9 9. Amend the 401(k) Plan as follows:

10 a. Effective with respect to earnings paid on and after, January 1, 2024, the Company
11 contribution to the 401(k) Plan is 17% of a pilot’s earnings.

12 b. Effective with respect to earnings paid on and after January 1, 2026, the Company
13 contribution to the 401(k) Plan is 18% of a pilot’s earnings.

14 10. If the Internal Revenue Service or Treasury Department releases future guidance that
15 impacts in-service withdrawals, or the conversion to a designated Roth account within the
16 401(k) Plan or withdrawal rights of such amount, the Company and ALPA will meet and
17 confer to reach agreement regarding changes needed to the 401(k) Plan to comply with
18 such guidance.

20 D. General

21
22 1. Irrespective of any contrary provisions of the D&S Plan (including the NWA LTD Plan),
23 the 401(k) Plan, the NWA Pension Plan, the NWA Excess Plan, and the MBCBP, the
24 Company agrees that such Plans will not be amended, changed, varied, modified, or
25 voluntarily discontinued during the term of the PWA and thereafter until the date the
26 parties have been released to exercise self-help after exhaustion of the dispute resolution
27 procedure of the Railway Labor Act, except as agreed by the Association and the
28 Company, or except as otherwise required by law.

29 2. It is recognized that the Company will have the right to select the claims processors, plan
30 administrators, trustees, plan record keepers, plan named fiduciaries, and plan carriers for
31 the D&S Plan (including the NWA LTD Plan), the 401(k) Plan and the MBCBP, and
32 may change such entities at any time and for any reason. The Company may change
33 service providers with respect to the 401(k) Plan and the MBCBP after conferring and
34 receiving input from the Association. Such input from the Association will be duly
35 considered by the Plan fiduciary, and if not complied with, the reasons for denial will be
36 made in writing to the Association. If the Association wishes to change service providers
37 with respect to the 401(k) Plan, it may request such a change to a new named service
38 provider in writing by March 1st of the year prior to the beginning of the next plan year.
39 Such request will be duly considered by the Plan fiduciary, and if not granted, the reasons
40 for denial of such request will be made in writing to the Association.

42 E. Plan Amendment Procedure

43
44 1. a. The Company will provide to the Association a draft amendment to any of the
45 following benefit plans within 120 days following the parties’ agreement to modify
46 such plan (e.g., through an amended PWA or a Letter of Agreement):

Section 26 – Retirement and Disability Benefits

- 1) D&S Plan (including the NWA LTD Plan)
 - 2) 401(k) Plan
 - 3) NWA Pension Plan
 - 4) NWA Excess Plan
 - 5) MBCBP
- 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 maintains its right to file a grievance with respect to any such amendment that it determines violates the PWA.

F. Governmental Approval

Applicable provisions of *Section 26* will remain effective provided that the D&S Plan (including the NWA LTD Plan), the 401(k) Plan and the MBCBP remain approved by the United States Department of Treasury, the United States Department of Labor, and any other governmental agency with jurisdiction over such plans. The Company will make every reasonable effort to maintain the approval of these plans by any agency with jurisdiction thereover.

G. Increases in Certain 401(k) Plan and MBCBP Limits

If Internal Revenue Code Sections 401(a)(17), 415(b) or 415(c) (the "qualified plan limits") are amended to increase the limitations therein, then any such increase will be effective for the 401(k) Plan and MBCBP, as of the earliest date that the increased qualified plan limits could have become legally effective for that Plan, had that Plan not been collectively bargained.

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:

Section 26 – Retirement and Disability Benefits

1

	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 401(k) Plan; 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 <i>Section 26 I. 1.</i> (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

- 3 2. The Committee will meet quarterly (at the Committee’s request) to advise the Company of
4 problems in regard to administration of all of the plans listed in *Section 26 I. 1.* and to
5 work with the Company toward resolving such problems within the framework of the
6 PWA. Additionally, the Committee Chairman may review the portfolio and related
7 information once each year.
- 8 3. The Company will provide to the Committee, upon its request, accompanied by an
9 appropriate release from the participant in any plan listed in *Section 26 I. 1.*, the
10 calculations (including worksheets, if any) used in determining such participant’s benefits
11 under the plan.
- 12 4. The Company will provide to the Committee, upon its request, the following for all of the
13 retirement plans listed in *Section 26 I. 1.*:
- 14 a. Summary Plan Description.
 - 15 b. General announcements and informational communications to participants.
 - 16 c. Forms to be completed by participants.
 - 17 d. Benefit statements (if accompanied by an appropriate release from the pilot(s) or 13
18 B. 3. pilot(s)).

Section 26 – Retirement and Disability Benefits

- 1 5. The Company will allow the Committee to attend annual briefings given to the Company,
2 the 401(k) Plan administrator, or the MBCBP administrator by any service provider to the
3 401(k) Plan or MBCBP. In addition, the Company will provide to the Committee a copy
4 of each report regarding the 401(k) Plan and MBCBP that is prepared by any service
5 provider to the 401(k) Plan or MBCBP, within 30 days of delivery of the report to the
6 Company or 401(k) Plan administrator or MBCBP administrator. Participant-specific
7 information will be redacted from reports provided to the Committee.
8

9 I. Incorporation of Plans by Reference

- 10
11 1. The following plans are incorporated by reference into this Agreement:
12 a. D&S Plan (including the NWA LTD Plan)
13 b. 401(k) Plan
14 c. NWA Pension Plan
15 d. NWA Excess Plan
16 e. MBCBP
17 2. The terms of the plans in *Section 26 I. 1.*, as amended, will control in the event of any
18 conflict or difference between *Section 26* and such Plan terms.
19

20 J. Beneficiary Designations

21
22 The 401(k) Plan, D&S Plan (including the NWA LTD Plan), NWA Pension Plan, NWA
23 Excess Plan, and MBCBP that provide for a beneficiary designation, will provide that a
24 participant's designation of a beneficiary under such Plan applies only to benefits under that
25 Plan.
26

27 K. D&S Plan

28
29 The following is intended to be a summary of certain provisions of the D&S Plan after it is
30 amended as provided in *Section 26 K. 5*. The terms, conditions and limitations of the D&S
31 Plan, amended as provided in *Section 26 K. 5.*, will control in the event of any conflict or
32 difference between *Section 26* and the D&S Plan. Detailed information about Plan terms is
33 set forth in the D&S Plan document and Summary Plan Description.
34

- 35 1. A D&S Plan participant is eligible for disability benefits, as follows:
36 a. To be eligible to receive temporary disability benefits, a D&S Plan participant must
37 be prevented from performing the duties of his occupation solely because of injury,
38 pregnancy, sickness or disease (including natural deterioration).
39 b. To be eligible to receive long-term disability benefits, a D&S Plan participant must
40 satisfy either of the following:
41 1) The plan administrator determines that they have met the requirements to be
42 eligible to receive temporary disability benefits (whether or not they actually
43 received temporary disability benefits), and is not eligible to exercise the
44 privileges of his First Class Medical Certificate.
45 2) The Company determines that they do not meet the standards established by the
46 FAA for the issuance of a First Class Medical Certificate, including the FAA
 waiver and restriction policy.

Section 26 – Retirement and Disability Benefits

- 1 c. A pilot who otherwise meets all D&S Plan requirements is eligible for temporary or
2 long-term disability benefits even though they no longer are (or never was) under the
3 care of a Qualified Health Professional if:
- 4 1) they are unable to return to active payroll status due to the FAA’s pending review
5 of his application or possession of his First Class Medical Certificate following
6 the pilot’s timely and good faith disclosures to the FAA and/or Director – Health
7 Services and/or his AME of a medical condition; and
8 2) they promptly contact the Director – Health Services to report the FAA’s pending
9 review of their application for or possession of their First Class Medical
10 Certificate and submits information satisfactory to the Director – Health Services
11 providing that they are proceeding promptly to regain their First Class Medical
12 Certificate, is utilizing available resources provided by the Company, the
13 Association and/or other entities, to assist them in regaining their First Class
14 Medical Certificate, and is cooperating in a timely manner with all of the FAA’s
15 requests.
- 16 d. All D&S Plan participants must provide continuing proof of disability as provided in
17 the D&S Plan.
18 Exception: A 13 B. 3. pilot, after ten years from the beginning of their medical leave,
19 who requests to be removed from the seniority list pursuant to **Section 13 B.**, will no
20 longer be required to provide continuing proof of disability for purposes of the D&S
21 Plan.
- 22 e. No temporary or long-term disability benefits are payable after a D&S Plan
23 participant’s attainment of the FAA mandatory retirement age.
- 24 2. The amount of a D&S Plan participant’s disability benefit is as follows:
- 25 a. The semi-monthly temporary disability benefit is equal to one-half of 50% of the
26 D&S Plan participant’s Final Average Earnings, less any applicable offsets as
27 described in **Section 26 K. 3.**
- 28 b. The monthly long-term disability benefit is equal to 50% of the D&S Plan
29 participant’s Final Average Earnings, less any applicable offsets as described in
30 **Section 26 K. 3.**
- 31 c. Final Average Earnings generally means the monthly average of the D&S Plan
32 participant’s highest 12 consecutive months of normal earnings out of the last 36
33 months while on active payroll status (including accident leave, sick leave and
34 vacation).
- 35 Exception: For any pilot whose Disability Event Date occurs during their first 365
36 days of employment, their Final Average Earnings calculation will be no less than
37 83.33 hours per month (1,000/year) at the first-year first officer composite hourly rate
38 of pay under **Section 3 B. 2.**
- 39 Note: Any pilot whose Disability Event Date occurred during their first 365 days of
40 employment, and who is receiving monthly disability benefits at March 2, 2023 in an
41 amount less than the above minimum at March 2, 2023, will receive an adjusted
42 benefit going forward in an amount equal to the minimum monthly disability benefit
43 contained in this **Section 26 K. 2. c.**
- 44

Section 26 – Retirement and Disability Benefits

- 1 3. Offsets
- 2 a. Temporary and long-term disability benefits under the D&S Plan will be offset by the
- 3 following:
- 4 1) Workers compensation benefits, to the extent such benefits are payable on
- 5 account of the participant’s employment with the Company, and state disability
- 6 income benefits, whether or not payment of such workers compensation and state
- 7 disability income benefits is forfeited because of failure to apply.
- 8 2) The single life annuity equivalent of benefits actually paid by the PBGC
- 9 attributable to the terminated Delta Pilots Retirement Plan.
- 10 3) The single life annuity equivalent of benefits actually paid from the NWA
- 11 Pension Plan and the NWA Excess Plan.
- 12 b. Long-term disability benefits will be offset by income from employment that exceeds
- 13 the calculated disability benefit amount (before application of other offsets) for the
- 14 first 36 months following commencement of long-term disability benefits.
- 15 4. The Company will contribute to the D&S Trust within 60 days after the end of each
- 16 calendar quarter an amount of money equal to the actual amount of disability benefits
- 17 (i.e., temporary disability benefits, long-term disability benefits, and top-up disability
- 18 benefits) paid from the D&S Plan to a former NWA pilot and the actual amount of
- 19 premiums paid from the D&S Plan to provide the basic and retiree life insurance under
- 20 **Section 25 G. 1.** for former NWA pilots for that calendar quarter.
- 21 5. Enhanced Disability Benefits.
- 22 The D&S Plan will provide enhanced disability benefits as follows:
- 23 a. A pilot will be eligible for enhanced disability benefits if the following are met:
- 24 1) The pilot qualifies for temporary or long-term disability benefits under the D&S
- 25 Plan.
- 26 2) The pilot remains disabled following the date sick leave is exhausted.
- 27 3) The number of hours remaining in a pilot’s enhanced disability account, as
- 28 determined and adjusted under **Section 26 K. 5. B.** and **Section 26 K. 5. e.**, is
- 29 greater than zero.
- 30 b. A pilot’s enhanced disability account will initially be zero. Following the completion
- 31 of each sick leave year under **Section 14**, a pilot who uses less than 80 sick leave
- 32 credit hours in the sick leave year just completed will have credited to his enhanced
- 33 disability account the number of hours equal to 50% of the difference between the
- 34 number of sick leave credit hours they used and 80, e.g. a maximum credit of 40
- 35 hours with respect to any single, completed sick leave year.
- 36 c. A pilot’s enhanced disability benefit is equal to 50% of the product of 80 hours
- 37 multiplied by the pilot’s composite hourly rate as of the date on which they exhausted
- 38 his sick leave.
- 39 d. A pilot’s enhanced disability benefit will be paid monthly, beginning concurrent with
- 40 the pilot’s commencement of disability benefits and ending at the earliest of:
- 41 1) The date the pilot’s temporary or long-term disability benefits end due to
- 42 recovery, reaching age 65 or any other D&S Plan limit,
- 43 2) The date the pilot’s enhanced disability account is exhausted, as determined and
- 44 adjusted under **Section 26 K. 5. b.** and **Section 26 K. 5. e.**, or
- 45 3) The date the pilot retires or terminates from employment.

Section 26 – Retirement and Disability Benefits

- 1 e. For each month a pilot receives enhanced disability benefits, his enhanced disability
2 account will be reduced by 80 hours (and will be reduced on a prorated basis for each
3 partial month).
- 4 f. Enhanced disability benefits are not considered eligible disability earnings with
5 respect to contributions under the 401(k) Plan.
- 6 6. The Company will contribute to the D&S Plan trust within 60 days after the end of each
7 calendar quarter an amount of money equal to the actual amount of enhanced disability
8 benefits paid from the D&S Plan for that calendar quarter.
- 9 7. Amend the D&S Plan as follows:
 - 10 a. To reflect improvements in Enhanced Disability Benefits, as provided in *Section 26*
11 *K. 5.* above.
 - 12 b. To eliminate the lifetime maximum on disability benefits for disabilities resulting
13 from one or more psychiatric conditions.
 - 14 c. To eliminate the D&S Plan provision that limits the maximum duration of disability
15 benefits to seven years for pilots who elect not to undergo an invasive medical
16 procedure required by the FAA issuance of a First Class Medical Certificate.
 - 17 d. To provide that a 13 B. 3. pilot who after ten years from the beginning of their
18 medical leave requests to be removed from the seniority list, will no longer be
19 required to provide proof of continuing disability under the D&S Plan.
 - 20 e. To establish a minimum monthly disability benefit, as provided under *Section 26 K. 2*
21 *c. Exception.*

22 23 L. Overpayments from Plans

24
25 In the event of an overpayment from the D&S Plan (including the NWA LTD Plan), 401(k)
26 Plan, MBCBP, NWA Pension Plan or NWA Excess Plan, a Plan participant will be notified
27 in writing by letter of the circumstances resulting in the overpayment and the amount of the
28 overpayment. Such Plan participant will be informed that they have 45 days from the date of
29 the letter to contact the Company to make arrangements for repayment. A Plan will not
30 request repayment of any overpayment made for a period that is more than 48 months before
31 the date of the letter, with the exception of overpayments of disability benefits made from the
32 D&S Plan due to failure to apply the proper offset for benefits payable by the PBGC and
33 overpayments that occur as a result of a Plan participant's provision of an erroneous
34 statement or omission of material facts when applying for and providing information
35 requested by the Plan with respect to initial and continuing benefits due from the Plan. The
36 letter will advise such Plan participant that if contact is not made within the 45-day period the
37 Company will recoup the overpayment in equal installments over the next six months from
38 payments due from the applicable Plan, without interest. If requested by the Plan participant
39 during the 45-day period, an alternate arrangement will be made to permit repayment in
40 equal monthly installments over a period of up to 48 months, without interest. In the event
41 there are insufficient future monthly payments due from the applicable Plan, repayments will
42 be made by the Plan participant in equal monthly installments over the established repayment
43 period (six months or up to 48 months), without interest. In the event of default in payment
44 of one or more installments, the entire amount will become immediately due and the Plan
45 Administrator may pursue collection of such amount (including interest and collection fees)
46 to the full extent permitted by law.
47

Section 26 – Retirement and Disability Benefits

1 M. Excess Payments on Account of Limits under the 401(k) Plan

- 2
- 3 1. Company contributions to the 401(k) Plan will not be made on earnings in excess of the
- 4 compensation limit of Code Section 401(a)(17), nor will contributions be made in excess
- 5 of the contribution limit of Code Section 415(c).
- 6 2. Once a pilot or 13 B. 3. pilot reaches either limit for a plan year, the Company will pay
- 7 any further Company contributions to the pilot or 13 B. 3. pilot in cash. These amounts
- 8 will be known as excess payments.
- 9 3. If the excess payments are attributable to the 401(a)(17) limit, they will be made at the
- 10 same time as contributions would have been made to the 401(k) Plan, but for the limit.
- 11 4. If the excess payments are attributable to the 415(c) limit, they will be made at the
- 12 earliest of the following times:
- 13 a. Once per year, not later than 75 days after the end of the plan year, or
- 14 b. Within 45 days of the retirement or termination of a pilot or 13 B. 3. pilot who retires
- 15 or terminates prior to the end of a plan year.
- 16 5. Company contributions (or excess payments) will be made with respect to all earnings,
- 17 whether such earnings are paid before or after retirement or termination (including
- 18 death).
- 19 6. Excess payments will not be earnings under the 401(k) Plan, the D&S Plan (including the
- 20 NWA LTD Plan) or under any other pilot benefit plan.
- 21 7. Notwithstanding the above provisions, such excess payments will cease if a pilot is a
- 22 participant in the MBCBP and the excess payment is considered a Base Allocation as
- 23 defined in the MBCBP.
- 24

25 N. Former NWA Pilots - Disability Benefits

- 26
- 27 1. Disability Initially under NWA Pension Plan
- 28 a. **Section 26 N. 1.** applies to a pilot who is receiving a Disability Retirement Pension
- 29 from the NWA Pension Plan.
- 30 Note: See **Section 26 N. 9.** for disability benefits applicable to a pilot who received a
- 31 Disability Retirement Pension from the NWA Pension Plan that ceased due to his
- 32 attainment of age 60, began receiving a Normal Retirement Pension from the NWA
- 33 Pension Plan, subsequently recovered and returned to active payroll status.
- 34 b. Such pilot will continue to receive a Disability Retirement Pension from the NWA
- 35 Pension Plan under the terms of that Plan and will not participate for disability
- 36 benefits in the D&S Plan.
- 37 c. If such pilot recovers and enters qualification training, they will continue to receive a
- 38 Disability Retirement Pension from the NWA Pension Plan until they successfully
- 39 completes qualification training. Upon successful completion of qualification
- 40 training, they will be returned to active payroll status and the Disability Retirement
- 41 Pension from the NWA Pension Plan will cease.
- 42 d. If such pilot recovers and returns to active payroll status and disables again for the
- 43 same disability within 12 months of his return to active payroll status, then their
- 44 disability benefits will be calculated and paid under the terms of the NWA LTD Plan.
- 45 e. If such pilot recovers and returns to active payroll status and disables again either for
- 46 a different disability or at least 12 months after his return to active payroll status, then

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- 1 their disability benefits will be calculated and paid under the terms of the D&S Plan.
2 To the extent his earnings while a pilot do not fill the entire earnings measurement
3 period under the D&S Plan, then amounts paid while an NWA airman (to the extent
4 such amounts would meet the definition of earnings in the D&S Plan, if such earnings
5 had been paid by the Company) will be considered earnings.
- 6 2. Disability Initially under NWA LTD Plan
- 7 a. **Section 26 N. 2.** applies to a pilot who is receiving disability benefits from the NWA
8 LTD Plan, or is on unpaid medical leave and is subsequently approved to receive
9 disability benefits from the NWA LTD Plan.
- 10 b. Such pilot will continue to receive (or will receive) disability benefits from the NWA
11 LTD Plan and will not participate for disability benefits in the D&S Plan.
- 12 c. If such pilot recovers and returns to active payroll status and disables again for the
13 same disability within 12 months of his return to active payroll status, then his
14 disability benefits will be the same dollar amount previously paid to them under the
15 NWA LTD Plan and the terms of the NWA LTD Plan will apply in all other respects.
- 16 d. If such pilot recovers and returns to active payroll status and disables again either for
17 a different disability or at least 12 months after his return to active payroll status, then
18 his disability benefits will be calculated and paid under the terms of the D&S Plan.
19 To the extent his earnings while a pilot do not fill the entire earnings measurement
20 period under the D&S Plan, then amounts paid while an NWA airman (to the extent
21 such amounts would meet the definition of earnings in the D&S Plan, if such earnings
22 had been paid by the Company) will be considered earnings.
- 23 3. Cost of DPMA Membership
- 24 a. If a former NWA pilot elects DPMA membership within 45 days of being offered
25 such membership, they must pay DPMA the DPMA dues charged to former NWA
26 pilots. If so elected, such membership will be effective retroactively as of October
27 30, 2008 (or if later, in the case of a NWA disabled pilot or an inactive NWA pilot, as
28 of the date under **Section 26 P. 3.**), upon payment of the applicable DPMA dues for
29 such membership retroactively to October 30, 2008 (or if later, in the case of a NWA
30 disabled pilot or an inactive NWA pilot, upon payment of the applicable DPMA dues
31 for such membership retroactively to the date under **Section 26 P. 3.**). For each
32 month the former NWA pilot participates in DPMA and pays the DPMA dues
33 charged to former NWA pilots, the Company will reimburse them for one or both of
34 the following amounts, if any, until the earlier of: (1) the date they exhaust 24 total
35 months (or longer period as described in the exception to **Section 26 N. 4. f.**) of
36 disability benefits under DPMA and top-up disability benefits, if any, combined, or
37 (2) the date that a similarly situated pre-merger Delta pilot is no longer offered the
38 ability to participate in DPMA:
- 39 1) If the DPMA dues for former NWA pilots exceed 100% of that required for
40 DPMA membership by a participant who was a pre-merger Delta pilot, then the
41 Company will reimburse the former NWA pilot the amount of the DPMA dues
42 required of a former NWA pilot that is above 100% of that required of a pre-
43 merger Delta pilot, each pay period, grossed up at a rate of 35%.
- 44 2) The Company will reimburse a former NWA pilot with a remaining NWA sick
45 leave bank for all or a portion of the DPMA dues charged to former NWA pilots
46 not to exceed 100% of the DPMA dues required of a pre-merger Delta pilot, each

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1 pay period, grossed up at a rate of 35%. The percentage of the dues to be
2 reimbursed will be determined by the number of hours in their NWA adjusted
3 sick leave bank on October 30, 2008 (or, in the case of a NWA disabled pilot or
4 inactive NWA pilot, determined by the number of hours in their NWA adjusted
5 sick leave bank at the applicable date under **Section 26 P. 3.**), as follows:

- 6 a) The number of hours in the former NWA pilot's NWA adjusted sick leave
7 bank, not to exceed 1,920 hours, will be divided by 1,920.
8 b) The resulting fraction is the percentage of the DPMA dues required of a
9 similarly situated pre-merger Delta pilot that the Company will reimburse the
10 former NWA pilot each pay period.
11 c) Once determined, the fraction will not be adjusted regardless of any
12 subsequent adjustments made to the former NWA pilot's NWA sick leave
13 bank.
14

15 Example: A former NWA pilot in their 9th year of service has 720 hours in their
16 NWA sick leave bank. On October 30, 2008, his NWA sick leave bank was
17 reduced by 240 hours. Their NWA adjusted sick leave bank of 480 hours is
18 divided by 1,920, for a resulting fraction of .2500 (fraction to be carried out to
19 four decimal places). The Company will reimburse the former NWA pilot
20 25.00% of the DPMA dues required of a similarly situated pre-merger Delta pilot
21 each pay period.
22

23 Note: To be eligible for top-up disability benefits under **Section 26 N. 4.**, a
24 former NWA pilot must have elected DPMA membership under **Section 26 N. 3.**
25 **a.** when they were first eligible to elect such membership, and must have
26 maintained such membership continuously thereafter (unless and until such
27 membership was no longer available to them for reasons beyond their control).

- 28 b. In the event the agreement between the Company and DPMA terminates resulting in
29 the loss of eligibility for DPMA benefits by former NWA pilots, the Company will
30 provide a DPMA equivalent disability benefit to former NWA pilots otherwise
31 eligible for a DPMA benefit. DPMA equivalent disability benefits will be governed
32 by rules that mirror the DPMA rules (e.g., calculation of benefit, definition of
33 disability, maximum benefits per disability, and maximum lifetime disability
34 benefits); provided that the portion of the DPMA equivalent disability benefit
35 provided by the Company will be calculated on a pre-tax basis (not on an after-tax
36 basis in the manner used by DPMA). Whenever a DPMA equivalent disability
37 benefit is provided, the Company will be substituted for DPMA and DPMA
38 equivalent disability benefits will be substituted for DPMA benefits, for all purposes
39 of **Section 26 N.**

40 4. Top-up Disability Benefits

- 41 a. A former NWA pilot will be eligible for top-up disability benefits if:
42 1) their disability qualifies them for temporary or long term disability benefits under
43 the D&S Plan,
44 2) they elected DPMA membership under **Section 26 N. 3. a.**, when they were first
45 eligible to elect such membership and they maintained such membership

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- 1 continuously thereafter (unless and until such membership was no longer
2 available to them for reasons beyond their control),
- 3 3) they remain disabled after having reached either of the benefit duration limits
4 under DPMA disability coverage (i.e. the single disability event 12-month benefit
5 limit or the lifetime 24-month limit), and
- 6 4) the number of hours remaining in their NWA sick leave bank (as determined and
7 adjusted under **Section 26 N. 4. c., d., and e.**) is greater than zero.
- 8 b. The top-up disability benefit is equal to 50% of the product of 80 hours multiplied by
9 the former NWA pilot's composite hourly rate, as defined in the D&S Plan and,
10 subject to **Section 26 N. 4. f.**, will be paid monthly until the end of the disability
11 period or, if earlier, until the time they exhaust the number of hours remaining in their
12 NWA sick leave bank (as determined and adjusted under **Section 26 N. 4. c., d., and**
13 **e.**).
- 14 c. For purposes of **Section 26 N. 4.**, a former NWA pilot's NWA sick leave bank will
15 initially be equal to the pilot's NWA adjusted sick leave bank. Such balance will be
16 further reduced as follows:
- 17 1) if a former NWA pilot's NWA adjusted sick leave bank is over 1,200 hours, it
18 will be reduced for each sick leave credit hour that they use beginning June 1,
19 2009 (or, in the case of a NWA disabled pilot or inactive NWA pilot, beginning
20 the June 1 following the applicable date under **Section 26 P. 3.**), and once it is
21 reduced to 1,200 it will be reduced for each sick leave credit hour they use which
22 is in excess of 60 hours that sick leave year and each sick leave credit hour they
23 use which is in excess of 60 hours in any sick leave year thereafter; or
- 24 2) if a former NWA pilot's NWA adjusted sick leave bank is 1,200 hours or less, it
25 will be reduced for each sick leave credit hour they use beginning June 1, 2009
26 (or, in the case of a NWA disabled pilot or inactive NWA pilot, beginning the
27 June 1 following the applicable date under **Section 26 P. 3.**), which is in excess of
28 60 hours in any sick leave year.
- 29 d. The reduction described in **Section 26 N. 4. c. 1)** or **2)** will occur on the date that the
30 former NWA pilot actually receives their next allocation of sick leave credit hours
31 under **Section 14 D. 1.**
- 32 e. For each month a former NWA pilot receives DPMA disability benefits or top-up
33 disability benefits, the remaining NWA sick leave bank will be reduced by 80 hours
34 (and will be reduced on a prorated basis for each partial month).
- 35 f. When a former NWA pilot has received a combined total of 24 months of DPMA
36 disability benefits and top-up benefits, any remaining DPMA disability benefits will
37 be assigned to the Company or will otherwise benefit the Company in a manner to be
38 determined by the Company and DPMA.
- 39 Exception: For a former NWA pilot who had a NWA adjusted sick leave bank
40 balance of more than 1920 hours, the maximum duration of DPMA disability benefits
41 and top-up benefits as stated in **Section 26 N. 4. f.**, and the point at which DPMA
42 benefits will be assigned to or benefit the Company, may be greater than 24
43 months. This number of months will be determined by substituting for "24" in the
44 first and second sentences of **Section 26 N. 4. f.** the number equal to his NWA
45 adjusted sick leave bank balance, divided by 80. This provision does not mean that
46 each such former NWA pilot will receive this greater number of months of top-up

Section 26 – Retirement and Disability Benefits

- 1 disability benefits or DPMA benefits since his NWA sick leave bank balance is still
2 subject to reduction as described in **Section 26 N. 4. c., d., and e.**
- 3 5. DPMA disability benefits and top-up disability benefits are not considered eligible
4 disability earnings for the contributions under the 401(k) Plan.
- 5 6. The Company may elect to pay top-up disability benefits from the VEBA, subject to
6 **Section 26 K. 4.**
- 7 7. Disability benefits paid to former NWA pilots from the D&S Trust are subject to the
8 contribution provisions of **Section 26 K. 4.**
- 9 8. Other than as specified above, all former NWA pilots will participate under and in
10 accordance with the terms of the D&S Plan.
- 11 9. With regard to a former NWA pilot who began sick leave on or before December 15,
12 2005, received a Disability Retirement Pension from the NWA Pension Plan that ceased
13 due to his attainment of age 60 (whether before or after October 30, 2008), began
14 receiving a Normal Retirement Pension from the NWA Pension Plan, and subsequently
15 recovered and returns to active payroll status; if such pilot subsequently disables again,
16 his disability benefits will be calculated and paid under the terms of the D&S Plan.

17

18 O. Former NWA Pilots - Retirement Benefits

19

- 20 1. The frozen NWA Pension Plan and NWA Excess Plan will be continued and all benefits
21 under the frozen NWA Pension Plan and NWA Excess Plan will be provided under the
22 terms of the NWA Pension Plan and NWA Excess Plan, respectively.
- 23 2. If the Company makes a contribution to a defined benefit plan other than the NWA
24 Pension Plan that exceeds the required minimum funding contribution for such other
25 plan, the Company will meet and confer with the Association concerning the funding of
26 the NWA Pension Plan.

27

28 P. NWA Disabled Pilots and Inactive NWA Pilots – Retirement, Survivor and Disability 29 Benefits

30

- 31 1. **Section 26 P.** applies to a NWA disabled pilot and an inactive NWA pilot and their
32 eligible survivors under the NWA CBA, unless and until they return under **Section 26 P.**
33 **3. Section 26 P.** does not apply to an individual covered by the order of the bankruptcy
34 court in the NWA bankruptcy case pursuant to Section 1114 of the bankruptcy code with
35 respect to benefits covered by such order.
- 36 2. Except as provided in **Section 26 C. 4.**, **Section 26 N.**, and **Section 26 O.**, the Company
37 will provide an individual to whom **Section 26 P.** applies with the following benefits, if
38 any, to which they are entitled under the NWA CBA:
 - 39 a. Retirement benefits,
 - 40 b. Pre-retirement survivor income and life insurance benefits,
 - 41 c. Post-retirement survivor income and life insurance benefits, and
 - 42 d. Disability benefits.

43 Effective October 1, 2009, in the case of a NWA disabled pilot on the seniority list on or
44 after October 30, 2008: (i) in Sections 27.F.1.d.(1) and (2) of the NWA CBA, the term
45 “age 60” will be construed to mean “FAA mandatory retirement age”; (ii) Section
46 27.F.1.d.(1) shall be construed to apply also to a pilot on a Normal Retirement Pension

Section 26 – Retirement and Disability Benefits

1 from the NWA Pension Plan; and (iii) Section 27.F.1.d.(2) of the NWA CBA shall be
2 applied by reducing the \$25,000 in life insurance coverage at FAA mandatory retirement
3 age by \$3,000 per year but not below \$10,000. The final reduction will be to \$10,000
4 and will remain \$10,000 for the remainder of his lifetime.

- 5 3. Except as provided in *Section 26 C. 4.*, *Section 26 N.*, and *Section 26 O.*, a pilot to whom
6 *Section 26 P.* applies will become eligible for benefits provided to pilots under *Section*
7 *26* at the following times:
 - 8 a. In the case of a pilot who had been receiving a Disability Retirement Pension from
9 the NWA Pension Plan, upon his successful completion of qualification training,
 - 10 b. In the case of a pilot who had been receiving disability benefits from the NWA LTD
11 Plan or a pilot who had received a Disability Retirement Pension from the NWA
12 Pension Plan that ceased due to his attainment of age 60, when they present a first
13 class medical certificate to the Company and the Company determines that they meet
14 the applicable physical standards under *Section 15 B.*
 - 15 c. In the case of an inactive NWA pilot, when they return to active payroll status under
16 *Section 13 C.* and *Section 15 B.*, if applicable.

17
18 Q. Optional Investment Services under 401(k) Plan

- 19
- 20 1. Each participant in the 401(k) Plan will have the option to enroll in the Financial Engines
21 Personal Asset Manager (FEPAM) program provided by Financial Engines (FE), an
22 independent investment advisor. Under this program, FE will actively manage the
23 participant's 401(k) Plan account (except for any assets held in any “BrokerageLink” or
24 similar account or investment option) on an individually-determined basis, utilizing only
25 the investment funds available from time to time under the 401(k) Plan.
- 26 2. The FEPAM program will be made available to participants in the 401(k) Plan as long as
27 such services are available to participants in the Savings Plan.
- 28 3. Inclusion of the FEPAM program for the 401(k) Plan will be on the basis of “active
29 choice,” meaning that a participant must make an affirmative election in order to enroll in
30 the FEPAM program.
- 31 4. For assets invested in the FEPAM program, a participant's 401(k) Plan account will be
32 charged additional fees, per calendar quarter, in arrears, as set forth in the chart below.
33 The fees set forth below are the current rates for the FEPAM program. In the event FE
34 increases such fees or rates thereafter for any subsequent contract period, the continued
35 inclusion of the FEPAM program in the 401(k) Plan is subject to the agreement of the
36 Association. These fees are also subject to change under *Section 26 Q. 6.* or by
37 agreement of the Company and the Association.
- 38

Participant’s Plan Assets in FEPAM Program	FEPAM Program Fee Per Annum
First \$100,000	45 basis points
Next \$150,000	35 basis points
Next \$100,000	20 basis points
Additional Assets	15 basis points

39

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1 Note one: The fees will be payable for each calendar quarter of enrollment and will be
2 prorated for a partial calendar quarter of enrollment.

3 Note two: The FEPAM program fees will apply in addition to the investment fees
4 associated with the investment funds in which the participant's account assets are
5 invested pursuant to the FEPAM program, and in addition to all other fees charged to the
6 participant's account as provided by the 401(k) Plan.

- 7 5. Each participant with an account balance in the 401(k) Plan will have access to the
8 following optional investment services from FE (whether or not the participant enrolls in
9 the FEPAM program): annual printed Personal Evaluation (a retirement assessment) and
10 access to online investment advice. All fees charged for these optional investment
11 services, including but not limited to FE's set-up fees and annual per-participant platform
12 fees, will be borne by the Company.
- 13 6. At any time that lower FEPAM program fees are charged to participants in the Savings
14 Plan, such lower fees will apply also to participants in the 401(k) Plan effective at the
15 same time.
- 16 7. A participant who elects to enroll in the FEPAM program may elect at any time to
17 terminate such enrollment without penalty.
18 Note: Such termination process may take at least 1 to 2 business days to implement.
- 19 8. Other than the fees charged to participants' accounts as described in **Section 26 Q. 4.**, the
20 Company will pay all fees and expenses for the FEPAM program.
- 21 9. At meetings with the Association's Retirement and Insurance Committee under **Section**
22 **26 H. 2.**, the Company will provide reports that include, for the 401(k) Plan, statistics
23 regarding participants' enrollment in the FEPAM program and other reports regarding
24 401(k) Plan participants normally provided by FE to its clients in the FEPAM program.
25 Specific information regarding participants may be provided only on a de-identified
26 basis.

27
28 R. Delta Pilots Defined Contribution (DC) Plan

29
30 The DC Plan was terminated December 31, 2013. All prior agreements between the
31 Company and the Association concerning the DC Plan will continue to apply until all assets
32 of the Plan have been distributed in full.

33
34 S. Delta Market Based Cash Balance Plan for Pilots (MBCBP)

35
36 [*intentionally left blank*]
37
38

1 SECTION 27

2
3 UNION SECURITY AND CHECK-OFF4
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 their probationary period, to pay
- 10 to 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 the pilot by certified mail, return receipt requested, copy to the
- 24 Senior Vice President – Flight Operations, or their designee, that the pilot is delinquent
- 25 and is subject to discharge. Such letter will also notify the pilot that they must remit the
- 26 required payment within a period of 15 days or be discharged. The notice of delinquency
- 27 required under this paragraph will be deemed to be received by the pilot, whether or not it
- 28 is personally received by them, on the fifth day after its postmark date of mailing, when
- 29 mailed by the Association by certified mail, return receipt requested, postage prepaid to
- 30 the pilot's last known address or to any other address which has been designated by the
- 31 pilot. It will be the duty of every pilot covered by this agreement to notify the
- 32 Association's Membership Services Department of every change in their home address or
- 33 of an address where the notice required by this paragraph can be sent and received by the
- 34 pilot, if the pilot's home 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 their designee, with a copy to the pilot, that the pilot has failed to remit
- 39 payment within the grace period allowed and ordering their termination of
- 40 employment as a pilot.
- 41 b. Within five days of receipt of such notification the Senior Vice President - Flight
- 42 Operations or their designee will give the pilot written notification of the immediate
- 43 termination of their 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 them, may submit a written appeal to the
9 Senior Vice President – Flight Operations, or their 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 their termination of
12 employment as a pilot.
- 13 2) The Senior Vice President – Flight Operations, or their 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 their 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 Pilot Assist.
 - 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 their deductions of 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 (1.85% as of January 1, 2023, 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 they are reemployed, further deductions of dues and assessments, or
16 service charges will be made only upon execution and receipt of a new “FORM FOR
17 CHECK-OFF OF DUES, ASSESSMENTS BY THE ASSOCIATION AND THE
18 DELTA MEC, 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 their last
31 day of work occurs.
- 32 8. The Company agrees to deduct from the pay of each pilot an amount stipulated on their
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 Change my semi-monthly contribution to the Delta Pilots Furlough/Emergency Relief
2 Fund to the following whole-dollar amount \$ _____.

3
4 Cancel my semi-monthly contribution to the Delta Pilots Furlough/Emergency Relief
5 Fund.

6
7 Signature of Employee _____

8
9 Address of Employee _____

10
11 Payroll Number _____ Base _____ Department _____ Date _____

12
13 NOTE: This contribution is not tax-deductible.

14
15 9. Status of authorization for dues check-off, service charges, and assessment deductions
16 from an inactive NWA pilot or a NWA disabled pilot will transfer to the Company when
17 the pilot returns to active payroll status without any requirement for them to re-submit
18 such authorizations.

19
20 C. ALPA PAC Check-Off

21
22 1. The Company agrees to deduct from the pay of each pilot covered by the PWA, and remit
23 to the Association, ALPA PAC contributions provided such employee voluntarily
24 executes authorization on a form, to be supplied by the Association, herein called "ALPA
25 PAC Check-Off Form." Each duly executed ALPA PAC Check-Off Form will be
26 delivered to Pilot Assist. An example of such Check-Off Form is shown below.

27
28 ALPA PAC CHECK-OFF FORM
29 ASSIGNMENT AND AUTHORIZATION
30 FOR CHECK-OFF OF ALPA PAC CONTRIBUTIONS

31
32 To Delta Air Lines, Inc.

33
34 I, _____, hereby authorize and direct Delta Air Lines, Inc. to deduct
35 from my pay semimonthly contributions in the amount stated below for remittance to the
36 Air Line Pilots Association Political Action Committee. I agree that this authorization
37 will be irrevocable for one year from the date hereof or until termination of the ALPA
38 PAC check-off agreement between Delta Air Lines, Inc. and the Association, whichever
39 occurs sooner. In the absence of a termination of the ALPA PAC check-off agreement,
40 this authorization may be revoked effective as of any anniversary date of the signing
41 hereof of written notice given by me to Delta Air Lines, Inc., and the Association by
42 registered mail, return receipt requested, during the ten days immediately preceding any
43 such anniversary.

44 Amount to be deducted semimonthly _____

45 Signature of Employee _____

46 Address of Employee _____

Section 27 – Union Security and Check-Off

1 Payroll Number _____ Location _____
2 Date _____
3

- 4 2. Deductions authorized by ALPA PAC Check-Off Forms will begin on the first day of the
5 month following receipt of such check-off forms.
6 3. The Association will remit to the Company actual reasonable administrative costs of this
7 provision.
8

9 D. Indemnification and Cooperation

- 10
11 1. To the extent the Company is acting pursuant to written order by an authorized
12 Association representative under the terms of this section or is acting pursuant to the
13 provisions of **Section 27 B.** and/or **C.**, the Company will not be liable for and will be held
14 harmless from and be indemnified by the Association for any and all claims, awards or
15 judgments, including court costs, which may result from legal action (including
16 arbitration) by any pilot or pilots by virtue of the application or interpretation of any of
17 the terms of this section.
18 2. The Company will cooperate with (e.g., provide requested documentation and
19 information) the Association in its defense of such claims, awards and judgments.

1 SECTION 28

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 29

2
3 DURATION4
5
6 A. Effective Date and Duration

7
8 Except as expressly provided otherwise, this agreement will become effective on March 2,
9 2023, will continue in full force and effect through December 31, 2026, and will renew itself
10 without change through each succeeding December 31st, unless written notice of intended
11 change is served in accordance with Section 6, Title I, of the Railway Labor Act, as
12 amended, by either party hereto at least 60 days but no more than 270 days prior to
13 December 31, 2026 or December 31 in any year thereafter. In the absence of an agreement
14 by March 31, 2027, the parties agree to jointly petition the National Mediation Board for
15 mediation services.
16

17
18 B. Delta Waiver

19
20 Delta waives its right under the Railway Labor Act to make unilateral changes to the
21 termination and labor disputes provisions of **Section 1 K.**, **Section 1 P. 8.**, **Section 1 Q. 8.** and
22 **10.**, and **Section 1 R. 6. a. – c.** during periods of lawful self-help by pilots. The termination
23 and labor disputes provisions of **Section 1 P. 8.**, **Section 1 Q. 8.** and **10.**, and **Section 1 R. 6.**
24 **a. – c.** will remain in full force and effect unless and until revised in a future written
25 agreement between the Company and the Association, irrespective of whether the pilots are
26 engaged in a lawful strike under the Railway Labor Act.
27

Section 29 - 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
3	Civil Reserve Air Fleet Operations
5	Benefit Review Board
6	Post-Retirement Pilot Hiring
7	Flight Operations Quality Assurance Program
9	Compass Flow Through
11	Pilot Retiree Medical Account (RMA) Program
12	PWA Carryover Provisions
13-04	DC Plan Termination and Related Changes
13-05	NWA MP3 and NWA LTD Changes and Miscellaneous
14-05	55-Point Voluntary Retirement Program
15-01	FOQA Crosstalk
20-02	2020 Voluntary Early Out Program
20-03	Voluntary Scheduling Options
23-01	One-Time Post-PWA Ratification Payment

MOU #	Memorandum of Understanding
1	PBS
2	Neutral Doctor Process Amendment to the D&S Plan
4	JFK-BOG Overnight Operations
20-03	Pilot Aviation Safety Action Program Administration
23-01	Deferred Implementation
23-02	Miscellaneous Items

D. Implementation Schedule

The implementation schedule, including specific effective dates after the effective date of this Agreement, for certain provisions appears in **MOU #23-01** attached hereto.

IN WITNESS WHEREOF, the parties have signed this PWA this ___nd day of _____, 2023.

Section 29 - Duration

1 FOR THE COMPANY

FOR THE ASSOCIATION

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Edward H. Bastian
Chief Executive Officer

Captain Jason Ambrosi
President

10
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15
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Glen Hauenstein
President

Captain Darren Hartmann
Chairman, Delta MEC

17
18
19
20
21

John Laughter
Executive Vice President & Chief
of Operations

Captain Eric Criswell
Chairman, MEC Negotiating Committee

22 WITNESS:

WITNESS:

23
24
25
26
27
28

Marc Esposito
Managing Director – Labor Relations

First Officer Brandon Conwill
MEC Negotiating Committee

29
30
31
32
33
34

Tim Hennie-Roed
Managing Director – Pilot Crew
Resources & Scheduling

Captain Richard Wheeler
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

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.

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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.

29
30
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), and 3) 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.
9

10
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.
22

23
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

- 1
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3
- 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.
18
19

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.

8
9

10 **8.**
11 **Effective Date**

12
13
14

This LOA will become effective upon its date of signing and 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

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.

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.

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. 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.

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 will have the right to conduct the defense of such matter with counsel of the Company’s choosing and enter into a settlement of such matter. The Company will give reasonable consideration to the wishes of the indemnitee in connection with the matters described in the foregoing sentence.

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9.

The following plans will be modified to the extent necessary to reflect the terms of this LOA in accordance with *Section 25 O.* and *Section 26 D.* and *E.*, as applicable:

- a. D&S Plan
- b. DC Plan
- c. Delta Pilots Savings Plan
- d. Medical and Dental Plans
- e. Life Insurance Plans

10.

Following re-employment as a pilot, a person who was formerly employed as a pilot, but who is not a retired pilot as defined in *Section 26 A. 30.*, will be treated for all purposes in respect to terms and conditions of employment the same as any other new hire pilot, including but not limited to receiving no credit for service, earnings or any other purpose from or with respect to his prior employment.

11.

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 PROGRAM

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.
- c. “FOQA Program” means a program, as established by FAA AC 120-82 and designed pursuant to this LOA, approved by the FAA, and implemented in accordance with the Delta

LOA #7 – Flight Operational Quality Assurance Program

1 Air Lines FOQA Implementation and Operation Plan, Rev. 4, as may be amended from time
2 to time (I&O Plan), to enhance flight safety through controlled analysis of FOQA Data
3 information.

- 4
- 5 d. “Identifying Data” means any FOQA Data or combination of data that can be associated with
6 a specific pilot.
7 Exception: Data removed from an aircraft exclusively for maintenance purposes is not
8 Identifying Data.
9
- 10 e. “Identified Data” means any collected FOQA Data prior to removal of all identifying data.
11
- 12 f. “De-identified Data” means any collected FOQA Data after removal of all identifying data.
13
- 14 g. “FOQA Program Information” means any and all FOQA Data and the analysis or
15 compilation of such data, to include crew interview information.
16
- 17 h. “Gatekeeper” means an ALPA-designated member of the FMT who is empowered to identify
18 and interview crew members involved in Operational Exceedance Events (referred to as a
19 “crew contact”).
20
- 21 i. “FOQA Monitoring Team” (FMT) means a committee composed of the Delta FOQA
22 Manager, FOQA Analysts, seniority list Instructor Pilots or Line Check Airmen serving as
23 Fleet Representatives for each fleet type, Technical Operations representatives, a minimum
24 of eight (8) Gatekeepers (appointed by the Delta Air Lines MEC Chairman). Other members
25 may be added to the FMT, as deemed appropriate by the FMT and in accordance with the
26 voting procedures set forth in the I&O Plan.
27
- 28 j. “Operational Exceedance Event” means an event in which an aircraft is operated, as
29 determined by FOQA Data, outside of mutually agreed upon tolerances developed by the
30 FMT.
31
- 32 k. “Flight Data Recorder” means a required device, analog or digital, that records pertinent
33 parameters and technical information about a flight.
34
- 35 l. “Ground Data Replay and Analysis System” (GDRAS) means a software application
36 designed by Austin Digital Incorporated (ADI) to perform FOQA data analysis.
37
- 38 m. “Quick Access Recorder” means a recording unit(s) onboard the aircraft that stores flight-
39 recorded data specifically for the FOQA Program. The data stored on the QAR (or any other
40 aircraft recording device) will vary due to fleet variations, storage limitations, and changes to
41 the parameters gathered.
42
- 43 n. “Aviation Safety Information Analysis and Sharing” (ASIAS) means an industry-wide
44 program analyzing aggregate de-identified FOQA and ASAP data comprised of stakeholders
45 (airlines, labor, and manufacturers), the FAA, and the MITRE Corporation.
46

2. FOQA Program

- a. The design, implementation, and operation of the FOQA Program will be by mutual agreement between the Company and the Association. Any variation from the agreed-upon FOQA Program will require the mutual agreement of the parties, in writing, thirty days prior to the effective date of any such change.
- b. The Company will notify the Association in writing not less than thirty days prior to the installation of any device, equipment, or system, on any Delta Air Lines aircraft, which is capable of monitoring pilot performance.
- c. The FMT will oversee the day-to-day operation of the FOQA Program and establish necessary policies and procedures to ensure compliance with this LOA and the I&O Plan.
- d. The FOQA Program will ensure the initial confidentiality and anonymity of individual pilots.
- e. FOQA Program suspension and termination procedures:
 - 1) To suspend the FOQA Program, either the FOQA Manager or the Gatekeeper Team Leader will notify the GDRAS vendor the program is suspended and will concurrently notify the other party of the suspension and the reason(s) for the suspension. The vendor will then prevent all access by the parties to any data contained in the GDRAS. During the suspension, data may be downloaded and stored on the server, but will not be processed by the GDRAS. The vendor will end the suspension when notified by both parties.
 - 2) No earlier than 30 days after a suspension, either the Delta MEC Chairman or the Director, Flight Safety may terminate the FOQA Program by concurrently notifying the GDRAS vendor and by providing written notice to the other party. Upon termination, both parties will notify the GDRAS vendor, who will then destroy all identified FOQA Data and any unfinished FOQA products. Identified data required to be retained pursuant to the FARs will not be destroyed.
- f. The Company shall bear the full cost of the FOQA Program to include pilot expenses (i.e., hotel, per diem, conference fees, transportation) incurred when performing FOQA-associated duties.
- g. The Company FOQA budget will provide for a minimum of two Gatekeepers for each business day.
- h. The Gatekeeper Team Leader may appoint one Gatekeeper to act as a liaison with the MITRE Corporation and the ASIAs Program.
- i. Any Maintenance Operational Quality Assurance (“MOQA”) Program will be developed in accordance with guidelines established under the FOQA Program and will be subject to the direction of the FMT.

3. Scope

- a. Sufficient de-identified data will be maintained to fulfill the requirements of the FOQA Program. All de-identified data, and analysis of such data, will be made available to the parties.
- b. Only members of the FMT and up to four Flight Safety FOQA representatives will be granted access to the FOQA GDRAS. Such Flight Safety FOQA representatives will be identified to ALPA in advance. With the approval of the FMT, additional individuals may be granted access to the FOQA GDRAS.
- c. The FMT will establish exceedance values. The exceedance values will be continually evaluated and any changes/additions/deletions will require approval of the FMT.
- d. Any special studies or evaluations utilizing FOQA data require approval by the FMT.
- e. The FMT will be promptly notified of a request for FOQA Program information. Following approval by the FMT, approved entities may be afforded access to de-identified FOQA Program information.

4. Data Retention

- a. The flight number and date will be removed from FOQA Data in accordance with the FOQA I&O Plan.
- b. Any employee/agent of either the Company or the Association who has possession, access to or knowledge of any identified FOQA Data will be prohibited from divulging any such data to any individual other than a Gatekeeper unless required by applicable law or court order. Exception: Identified Data may be shared only as permitted by Letter of Agreement #15-01.

5. Data Use

- a. No person other than a Gatekeeper will have initial access to identified data. Only a Gatekeeper is authorized to identify the individual pilot(s) associated with any specific FOQA Data unless required by applicable law or court order. Exception: For an Event-Based Investigation, a Flight Safety Investigator or those approved by the FOQA I&O Plan will have initial access to Identifying Data.
- b. The sole contact through the FOQA Program with any pilot(s) associated with an Operational Exceedance Event will be through the Gatekeeper unless the Operational Exceedance Event is otherwise subject to an event-based review or investigation conducted under paragraph 6.

LOA #7 – Flight Operational Quality Assurance Program

- 1 c. Any notes, memoranda, or other documents used by the Gatekeeper in any contact with any
2 pilot(s) concerning a specific FOQA event will be considered “Identified Data” for purposes
3 of this agreement and will be “de-identified” under paragraph 4. a.
4
- 5 d. The FOQA Program will be used for evaluating and improving the following areas in any
6 manner not specifically prohibited herein:
7 1) safety,
8 2) aircraft performance,
9 3) aircraft systems,
10 4) pilot performance,
11 5) operational performance,
12 6) company procedures,
13 7) training programs,
14 8) fleet technical initiatives, projects and programs,
15 9) aircraft design,
16 10) ATC system operation,
17 11) airport operational issues,
18 12) meteorological issues,
19 13) Technical Operations, and
20 14) any other area mutually agreed to by the parties.
21
- 22 e. FOQA Data will not be used as a basis, in whole or in part, for a discipline/discharge action
23 against a pilot.
24 1) FOQA Data will be considered inadmissible in any Grievance or System Board of
25 Adjustment proceeding.
26 2) No investigation into alleged pilot misconduct will be initiated by the Company on the
27 basis of FOQA Data.
28
29

30 **6. Event-Based Review or Investigation Using FOQA Data**
31

- 32 a. To review or investigate a Known Event using FOQA Program Information, the Director of
33 Flight Safety or his designee will be the sole authority for data removal or download from an
34 aircraft recording device, as follows:
35 1) A tracking system (“the tracker”) will be used to facilitate the coordination and
36 communication of FOQA Data obtained for the purpose of reviewing or investigating a
37 Known Event.
38 2) An entry into the tracker and notification to the MEC Central Air Safety Committee
39 Chairman or his designee is required:
40 a) upon the removal of an Aircraft Recording Device, or
41 b) when Identifying Data is reviewed and follow up action is taken.
42 3) Gatekeepers and Flight Safety Investigators will routinely monitor the tracker and be
43 jointly responsible for initiating data reviews with each other as deemed appropriate.
44 4) Information entered into the tracker will include:
45 a) Recording device data to be removed,
46 b) Removal location,

LOA #7 – Flight Operational Quality Assurance Program

- 1 c) Date of removal,
- 2 d) Flight number and date associated with event,
- 3 e) Aircraft type,
- 4 f) Aircraft tail number, and
- 5 g) Specific event to be evaluated.
- 6
- 7 b. During a review of FOQA Program Information, upon request, a Gatekeeper will be provided
- 8 an identified copy of any ASAP report(s) associated with the event. The following rules
- 9 apply to Gatekeepers:
- 10 1) ASAP reports will not be electronically shared with anyone, including other Delta
- 11 departments or ALPA personnel, without the specific approval of the Director of Flight
- 12 Safety or his designee. Sharing an ASAP report with any third party is prohibited.
- 13 2) The contents of the ASAP report provided will be kept confidential and stored in a secure
- 14 database.
- 15
- 16 c. Upon request of the MEC Central Air Safety Committee Chairman, a Gatekeeper will
- 17 participate in a periodic review of FOQA Program Information with the Company.
- 18
- 19

20 **7. Duration**

21
22 This LOA will remain in full force and effect concurrent with the Pilot Working Agreement.
23 Notwithstanding the foregoing, either party may terminate the FOQA Program under paragraph
24 2. e. of this LOA. In the event the FOQA Program is terminated, except for the provisions of
25 paragraphs 2. e. 2), 4. b., 5. a., and 5. e., this LOA will become null and void and will have no
26 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

LOA #9 – Compass Flow Through

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.

2.

Flow Down

- 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 furloughee 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.

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36

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38

39

14.

Dispute Resolution Procedure

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44
45

a. Any dispute concerning the interpretation or application of this LOA will be stated in writing and served upon all of the other parties.

b. If the parties are unable to resolve such dispute within ten days after such service, any party may submit the dispute to a single neutral arbitrator jointly selected by the parties. The parties will convene for a hearing on the first hearing dates offered by the neutral.

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

- 20
- 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.

25
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
37
38 **8.**

39 **ANC Base Closure Provisions**

40
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.

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

DC Plan Termination and Related Changes

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,

WHEREAS the Company currently makes contributions to pilots’ accounts under two separate defined contribution plans—the Delta Pilots Savings Plan and the Delta Pilots Defined Contribution Plan (including the NWA MP3) (respectively the “DPSP” and the “DC Plan” and collectively the “Plans”),

WHEREAS many pilots have expressed a desire for simplification, consolidation and standardization concerning investment management, beneficiary designations and distribution requirements applicable to their retirement accounts,

WHEREAS the parties have determined that such simplification, consolidation and standardization may be achieved by providing that after December 31, 2013, all future Company contributions be made solely to the DPSP, that the DC Plan be terminated effective December 31, 2013 and the assets distributed to pilots, and that pilots be provided the option (among others) to roll over their distributed DC Plan assets to their accounts under the DPSP.

NOW THEREFORE, it is mutually agreed:

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.

3.
**Termination of DC Plan and
Distribution of DC Plan Assets to Participants**

Add **Section 26 N. 7.** (new) to read:

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."

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.

- 2) The single life annuity equivalent of benefits actually paid by the PBGC attributable to the terminated Delta Pilots Retirement Plan.
 - 3) The single life annuity equivalent of benefits actually paid from the NWA Pension Plan and the NWA Excess Plan.
- b. Long-term disability benefits will also be offset by income from employment that exceeds the calculated disability benefit amount (before application of other benefits).

Amend **LOA #6 – Post-Retirement Pilot Hiring, Paragraph 7**, with respect to (a) long-term disability benefits that commence after December 31, 2013, and (b) 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:

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 Delta Pilots MPPP determined in accordance with LOA #9 as of the date of distribution to him.
- c. 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.

5.

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 ~~15th~~ day of ~~October, 2013,~~

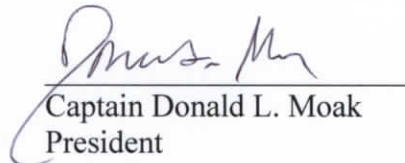
January, 2014

FOR THE COMPANY

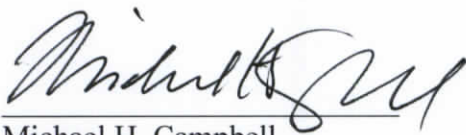


Stephen E. Gorman
Executive Vice President &
Chief Operating Officer

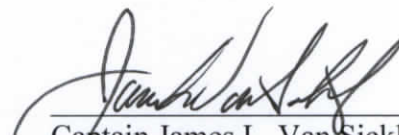
FOR THE ASSOCIATION



Captain Donald L. Moak
President

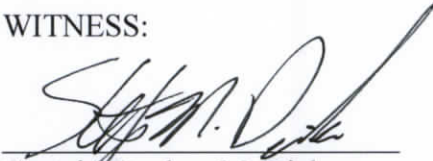


Michael H. Campbell
Executive Vice President – Human
Resources & Labor Relations

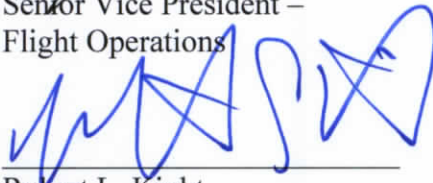


Captain James L. Van Sickle
Acting Chairman – Delta MEC

WITNESS:



Captain Stephen M. Dickson
Senior Vice President –
Flight Operations

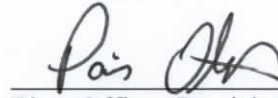


Robert L. Kight
Senior Vice President –
Global HR Services
& Labor Relations

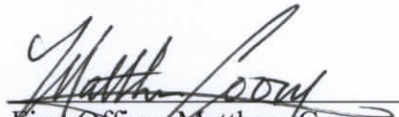


Brendan M. Branon
Director – Labor Relations

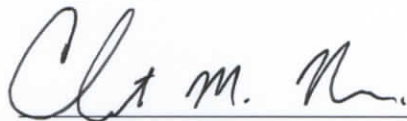
WITNESS:



First Officer Parrish Olmstead
Chairman – MEC Negotiating
Committee



First Officer Matthew Coons
MEC Negotiating Committee



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

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.

LOA #13-05 – NWA MP3 AND NWA LTD CHANGES & MISCELLANEOUS
CLARIFICATIONS AND CORRECTIONS

1 B. Add **Section 26. N. 4. b. Exception** (new) to read:
2

3 Exception: The 2013 residual contributions that would have been made in
4 December of 2013 will be made no later than January 31, 2014.
5

6 C. Amend the DPSP and amend Section 3.4 of Appendix D of the DC Plan (the NWA
7 MP3) to provide as follows:
8

- 9 (a) The NWA MP3 USERRA contributions and the DPSP residual
10 contributions of a participant who has not returned from a period of
11 qualifying service in the uniformed services by December 31, 2013, but
12 has supplied to the Company his valid military orders for the entire period
13 of his military leave as of that date, will be made to the NWA MP3 Plan or
14 DPSP no later than January 31, 2014, even if such participant is not
15 reemployed by the Company as of that date.
- 16 (b) The NWA MP3 residual contributions allocation model for 2013 will be
17 adjusted for each participant who has not returned from a period of
18 qualifying service in the uniformed services by December 31, 2013 and
19 has not supplied to the Company his valid military orders for the entire
20 period of his military leave as of that date. The allocation model
21 adjustments will include the forfeited deemed earnings, and targeted and
22 residual held contributions for each such participant, in order to increase
23 the amount of residual contributions to be allocated to all other
24 participants eligible to receive final residual contributions.
- 25 (c) For each participant who has not returned from a period of qualifying
26 service in the uniformed services by December 31, 2013 and has not
27 supplied to the Company by December 31, 2013 his valid military orders
28 for the entire period of his military leave, the amount of the NWA MP3
29 USERRA contributions and residual contributions he would be eligible to
30 receive if the NWA MP3 portion of the DC plan had not ceased will
31 instead be contributed to the DPSP if and when the participant is
32 reemployed under conditions that permit him to receive these make-up
33 contributions under USERRA.
34
35

36 **2.**

37 **Change to the Timing of NWA LTD Payments**
38

39 Amend Sections 3.1.2(e) and 3.1.3 of Appendix A to the D&S Plan (the NWA LTD Plan)
40 to reflect that effective for the month of January 2014 and each month thereafter, LTD
41 benefits will be paid for a month on the last day of the prior month rather than the first
42 day of that month (for example December 31, 2013 instead of January 1, 2014).
43

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.

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**

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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

LOA #14-05 2014 55-Point Voluntary Retirement Program

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:

LOA #14-05 2014 55-Point Voluntary Retirement Program

- 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

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.
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6 **COMPLETION OF PILOT EXIT CHECK-OUT PROCESS**
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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**
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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 retiree 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.
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<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

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**

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- The *55-Point Voluntary Program* provides severance pay in the amount described in Attachment A.
 - The severance payment will be equal to the pilot’s calculated weekly pay (as defined below), multiplied by the applicable number of weeks based on his or her actual or deemed whole years of service (YOS) as of August 31, 2015 (regardless of assigned retirement date) as follows:
 - Calculated weekly pay is the pilot’s calculated monthly pay multiplied by 12 and then divided by 52. Calculated monthly 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 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).
 - In most cases, average monthly flight pay is determined by taking the sum of the flight pay received for the 12-month period between August 1, 2013 and July 31, 2014 and dividing it by 12.
 - However, if during the 12-month period between August 1, 2013 and July 31, 2014 the pilot had months in which he or she was on active status less than 16 days, those months and the flight pay in those months are dropped from the calculation, and the average monthly flight pay is determined by taking the sum of the flight pay received during the months in that period that are not dropped and dividing it by the number of months in that period that are not dropped. (Only months in which the pilot was on active status for at least 16 days are included in the calculation.)
 - 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.
 - The amount of severance pay otherwise due a Program participant will be reduced by any salary overpayments; outstanding accounts receivables, other than for uniforms; and applicable garnishments, levies and child support orders may apply.
 - **Severance pay will be paid as a one-time lump sum payment approximately 45 days following the Program participant’s retirement date. This payment may be withheld beyond this period, along with potential suspension of travel privileges, until the Program participant returns Company property in his or her possession (e.g. all forms of Company property, Company identification, access cards, airport access badges, keys, credit cards, parking permits, computer equipment, tablets, cell phones, BlackBerry).**
 - The one-time lump sum payment will be paid in the same manner (direct deposit or “live” negotiable check) as the participant was paid when actively employed. Retirees will retain online check viewing capability via My Self-Service on DeltaNet.
 - Severance pay is considered to be supplemental wages. Accordingly, all applicable federal, state and local taxes will be withheld from the severance pay at the supplemental withholding rates. The Federal tax withheld will be a flat rate (25% for severance payments issued in 2014 could change for 2015). State and local supplemental tax rates (if applicable) may vary from location to location. Additionally, FICA and Medicare taxes will be withheld at the applicable FICA and Medicare tax rate. Other deductions, such as 401(k) plan employee contributions, voluntary insurance deductions, and Flexible Spending Account or Health Savings Account deductions **will not** be withheld from severance payments.
 - Severance payments will not offset temporary or long-term disability benefits payable under the Delta Pilots Disability and Survivorship Plan and will not be considered as earnings under the Delta Pilots Savings Plan, the Delta Pilots Disability and Survivorship Plan or any of Delta’s other pilot benefit plans.
 - Severance payment checks that are not direct deposited will be mailed to the mailing address of 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**

5 **MEDICAL, DENTAL, VISION BENEFITS FOLLOWING RETIREMENT**

6 ***Delta-paid Premiums for three (3) months from the date of retirement***

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- 10 ▪ Under the *55-Point Voluntary Program*, for the three (3) month period following the date of
11 retirement, premiums for medical and/or dental and/or vision coverage will be paid by Delta for
12 the Program participant and eligible family members **who are enrolled in these coverages**
13 **either through COBRA or retiree healthcare coverage. See below for more details.**
- 14 ▪ Following retirement, an employee retiring under the *55-Point Voluntary Program* will be offered
15 the same retiree healthcare coverage enrollment options offered to similarly situated retirees.
16 There is no Company subsidy for retiree healthcare under the Account-Based Healthcare Plan.
- 17 ▪ Delta does not offer retiree healthcare coverage to retirees or dependents age 65 or over under
18 the Delta Account-Based Healthcare Plan or the Delta Pilots Medical Plan; therefore a dependent
19 age 65 or over will only receive a COBRA election if the pilot is enrolled in the plan at the time of
20 retirement (see bullet below).
- 21 ▪ Under the provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), a
22 pilot who separates from Delta and who meets the eligibility requirements under COBRA, generally
23 must be given the opportunity to continue healthcare coverage (medical, dental and vision, as
24 applicable) at his or her own expense for a period of 18 months by timely electing the coverage
25 and paying the applicable COBRA premium. In addition, the pilot's eligible family members who
26 are enrolled in the pilot's healthcare coverage on the day prior to the pilot's retirement will be
27 offered a COBRA election. This COBRA election is a separate election from the retiree healthcare
28 election given after retirement and discussed above.
- 29 ▪ The retirement by a pilot who elects to participate in the Program will initiate the 18-month
30 COBRA eligibility period for medical, and/or dental and/or vision coverage (if enrolled in these
31 coverages as an active pilot). If the retiree or any of his or her eligible family members was not
32 enrolled in Delta coverage prior to his or her date of retirement, the retiree (or eligible family
33 member) will not be eligible to elect COBRA continuation coverage upon retirement but, as
34 described above, will receive an enrollment opportunity for retiree healthcare coverage if under
35 age 65.
- 36 ▪ A pilot's same-sex domestic partner and children of a same-sex domestic partner will also be
37 eligible for the three (3) month period from pilot's date of retirement for Delta-paid medical and/or
38 dental and/or vision coverage if enrolled in COBRA or retiree healthcare coverage (if under age
39 65). However, as is the case with such coverage while active, the Company will be required to
40 report any such coverage elected as a taxable benefit to the retiree. The Company will issue an
41 appropriate tax form reflecting that at the appropriate time.
- 42 ▪ In order to qualify for COBRA coverage and receive the three (3) month period of Delta-paid
43 premiums, the retiree and his or her eligible family members must:
 - 44 ○ be enrolled in medical and/or dental and/or vision coverage under the Delta Account-
45 Based Healthcare Plan or Delta Pilots Medical Plan immediately prior to the date of
46 retirement;
 - 47 ○ must complete and submit enrollment – through Xerox HR Solutions by the Election Rights
48 Expiration Date (a 60-day period) shown in the "COBRA Continuation Coverage Election
49 Notice Package" that will be provided by Xerox HR Solutions following the retirement
50 date. See the next section for more details on the COBRA election process.
- 51 ▪ In order to receive the Delta-paid coverage applicable to retiree healthcare coverage for the three
52 (3) month period from the pilot's date of retirement, a retiree under age 65 must timely make his
53 or her election of retiree healthcare coverage by calling the Employee Service Center and making
54 his or her election with a Customer Service Representative (initial retiree healthcare elections
55 must be made by telephone) within the time indicated in that election package.
- 56 ▪ A Program participant, who is offered a COBRA election and/or a retiree healthcare election but
57 does not timely elect that coverage, will not receive the Delta-paid coverage for the three (3)
58 month period following the pilot's retirement.

- 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.

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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**

LOA #14-05 2014 55-Point Voluntary Retirement Program

- 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.

52 **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*

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,

LOA #14-05 2014 55-Point Voluntary Retirement Program

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 ○ 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 ○ 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.

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GOVERNING LAW

- The Plan is governed by the Employee Retirement Income Security Act of 1974 (“ERISA”).
- However, some of the underlying benefits of the Plan are not governed by ERISA. Matters covered by ERISA include:
 - 1) eligibility to participate in the Plan,
 - 2) participation in the Plan,
 - 3) the level of benefits to be provided under the Plan (specifically, the benefits provided under the Plan to participants as a result of an employee’s participation in the Plan that are in addition to those benefits normally provided to employees under Delta’s current benefit plans and policies absent participation in the Plan),
 - 4) severance pay determinations,
 - 5) administration and operation of the Plan,
 - 6) claim determination and claim review of all of the preceding types of issues, and
 - 7) any similar types of questions that are governed by ERISA.
- Questions regarding non-revenue or yield fare travel by Plan participants and Delta’s non-revenue travel policy are not governed by ERISA.
- Other underlying benefits described in this Program are currently provided by separate Delta benefit plans or policies. Some of these are governed by ERISA and questions relating to those types of benefits will be governed by the terms of those separate policies or plans and not the terms of the Plan. The terms of those plans and policies are not enhanced or changed by this Program and this Program does not impact in any manner a Program Participant’s access to or the terms of those plans and policies.
- For example:
 - If an employee believed that he or she was entitled to participate in this Plan, but had been excluded from participation, that participant’s claim would be a claim under the Plan. It would be governed by ERISA and the Plan’s ERISA claims review process.
 - If the participant believed that there had been an error in the calculation of severance payment amounts, that claim would be governed by this Plan and ERISA.
 - If the participant submitted a medical claim that was denied by the Delta Account-Based Healthcare Plan or if there arose a question about eligibility to continue COBRA coverage in general, the participant should pursue those types of claims under the terms of the Delta Account-Based Healthcare Plan’s appeal procedures.
- None of the travel privileges, nor eligibility for those privileges are governed by ERISA. All such travel and eligibility therefore are governed by “Pass Travel on Delta Flights” (formerly HRPM 1014), or its successor, as it may be amended from time to time. For example, if a participant’s conduct while traveling in a non-revenue or yield fare status results in the participant’s forfeiture of travel privileges under Delta’s non-revenue travel policy, this event would be governed by the Delta non-revenue travel policy and not by this Plan or ERISA.
- Nothing in this Program document limits or supersedes the provisions of the underlying plans and policies referred to in this document, including the Delta Account-Based Healthcare Plan and Delta Pilots Disability and Survivorship Plan.
- Delta Air Lines, Inc. has the right to amend, modify or terminate the Plan, subject to LOA #14-05. The ability to take such action is reserved to the Chief Executive Officer of the Company, or his or her delegate. Any such amendment or termination will be made through a written instrument to the Plan.

PLAN ADMINISTRATION

- The Plan Administrator is The Administrative Committee of Delta Air Lines, Inc. The Plan Administrator may delegate its duties under the Plan.
- The Plan Administrator’s address is Delta Air Lines, Inc., P.O. Box 20706, Atlanta, Georgia 30320-6001.

LOA #14-05 2014 55-Point Voluntary Retirement Program

- 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

7
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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.

1
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3 LETTER OF AGREEMENT

4
5 Between

6
7 DELTA AIR LINES, INC.

8
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 **FOQA CROSSTALK**

18
19 This Letter of Agreement is made and entered into under the provisions of the Railway Labor
20 Act, as amended, by and between Delta Air Lines, Inc. (the "Company") and the Air Line Pilots
21 Association, International (the "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, and

26
27 WHEREAS the Company and the Association are parties to MOU #3 – Pilot Aviation Safety
28 Action Program Administration and LOA #7 – Flight Operational Quality Assurance Program,
29 and

30
31 WHEREAS the Aviation Safety Action Program ("ASAP") is codified in a Memorandum of
32 Understanding ("MOU") among the Company, the Association, and the Federal Aviation
33 Administration ("FAA") dated June 12, 2014, and

34
35 WHEREAS the parties have jointly developed and implemented a Flight Operational Quality
36 Assurance Implementation and Operations Plan ("FOQA I&O Plan") and received approval for
37 such plan from the FAA under FAA Advisory Circular 120-82, and

38
39 WHEREAS the Company, the Association, and the FAA desire to increase the utilization and
40 dissemination of Flight Operational Quality Assurance ("FOQA") Program Information to
41 improve the safety and efficiency of the airline and industry while ensuring appropriate pilot-
42 protective provisions.

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45 NOW THEREFORE, it is mutually agreed:
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1. Definitions

- A. “Designee” means, for the purpose of this Letter of Agreement, an employee within a person’s direct reporting structure.
- B. “Event-Based Investigation” means an investigation undertaken by the Company of a Known Event.
- C. “Identifying Data” means any FOQA Data or combination of data that can be associated with a specific pilot.
Exception: Data removed from an aircraft exclusively for maintenance purposes is not Identifying Data.
- D. “Known Event” means an event discovered from a source other than FOQA Program Information.
Note: Data removed from an aircraft for maintenance purposes will not be used as a source from which to establish a Known Event.

2. FOQA Program Information

- A. The Director of Flight Safety or his designee may initiate an Event-Based Investigation. As part of that Event-Based Investigation, the Director of Flight Safety or his designee will have access to FOQA Program Information related to such Known Event, and will promptly provide FOQA Program Information concerning such Known Event to the Association upon request.
- B. Other than for a Known Event involving intentional falsification, no ASAP report will be excluded from ASAP based solely upon FOQA Program Information.
- C. The Company will not require a pilot to undergo a validation, evaluation, or checking event based solely upon FOQA Program Information.

3. FOQA I&O Plan

Any amendments or revisions to the FOQA I&O Plan will be jointly developed, implemented, and agreed to by the parties.

4. Sharing and Releasing of Information

- 1
2
3 A. De-identified Data may be shared, copied, or distributed within Delta or to a third party at the
4 discretion of the Director of Flight Safety or his designee.
5 Exception: Before any De-identified Data from a specific Known Event is shared, copied, or
6 distributed to a third party, the Director of Flight Safety or his designee will provide advance
7 notice to the MEC Central Air Safety Committee Chairman or his designee and obtain his
8 concurrence.
9
- 10 B. Identified Data from a Known Event may be shared, copied or distributed within Delta
11 (including the ERC) at the discretion of the Director of Flight Safety or his designee.
12
- 13 C. FOQA Program Information containing any Identifying Data will not be shared, copied, or
14 distributed to any third party without the consent of both the Director of Flight Safety or his
15 designee and the MEC Central Air Safety Committee Chairman or his designee.
16
17 Exception: The Director of Flight Safety or his designee may share, copy, and/or distribute
18 FOQA data containing a flight number(s) and/or date(s) of event(s) with any aircraft or
19 aircraft parts manufacturer, provided that Delta has taken reasonable precautionary measures
20 to ensure the confidentiality and security of such data.
21
- 22 D. Identifying Data from other than a Known Event may be shared, copied, or distributed by the
23 FOQA Monitoring Team in accordance with the FOQA I&O plan.
24
25

5. Amendments to LOA #7 – Flight Operational Quality Assurance Program

- 26
27
28 A. Add paragraph 1. d. Exception (new) to read:
29
30 Exception: Data removed from an aircraft exclusively for maintenance purposes is not
31 Identifying Data.
32
- 33 B. Amend paragraph 4. a. to read:
34
35 a. The flight number and date will be removed from FOQA Data in accordance with the
36 FOQA I&O Plan.
37
- 38 C. Add paragraph 4. b. Exception (new) to read:
39
40 Exception: Identified Data may be shared only as permitted by Letter of Agreement #15-
41 01.
42
- 43 D. Add paragraph 5. a. Exception (new) to read:
44
45 Exception: For an Event-Based Investigation, a Flight Safety Investigator or those
46 approved by the FOQA I&O Plan will have initial access to Identifying Data.

1
2 E. Amend paragraph 6. to read:
3

- 4 a. To review or investigate a Known Event using FOQA Program Information, the Director
5 of Flight Safety or his designee will be the sole authority for data removal or download
6 from an aircraft recording device, as follows:
7 1) A tracking system (“the tracker”) will be used to facilitate the coordination and
8 communication of FOQA Data obtained for the purpose of reviewing or investigating
9 a Known Event.
10 2) An entry into the tracker and notification to the MEC Central Air Safety Committee
11 Chairman or his designee is required:
12 a) upon the removal of an Aircraft Recording Device, or
13 b) when Identifying Data is reviewed and follow up action is taken.
14 3) Gatekeepers and Flight Safety Investigators will routinely monitor the tracker and be
15 jointly responsible for initiating data reviews with each other as deemed appropriate.
16 4) Information entered into the tracker will include:
17 a) Recording device data to be removed,
18 b) Removal location,
19 c) Date of removal,
20 d) Flight number and date associated with the event,
21 e) Aircraft type,
22 f) Aircraft tail number, and
23 g) Specific event to be evaluated.
24 b. During a review of FOQA Program Information, upon request, a Gatekeeper will be
25 provided an identified copy of any ASAP report(s) associated with the event. The
26 following rules apply to Gatekeepers:
27 1) ASAP reports will not be electronically shared with anyone, including other Delta
28 departments or ALPA personnel, without the specific approval of the Director of
29 Flight Safety or his designee. Sharing an ASAP report with any third party is
30 prohibited.
31 2) The contents of the ASAP report provided will be kept confidential and stored in a
32 secure database.
33 c. Upon request of the MEC Central Air Safety Committee Chairman, a Gatekeeper will
34 participate in a periodic review of FOQA Program Information with the Company.
35
36

37 **6. Duration**

- 38
39 A. The Company and the Association will meet six months and 12 months from the effective
40 date of this Letter of Agreement for purposes of evaluating its implementation and effect.
41
42 B. This Letter of Agreement may be terminated by the Director of Safety or the MEC Chairman
43 at any time for any reason by either party. In such event, the provisions of LOA #7 will
44 revert to the terms in effect prior to the effective date of this Letter of Agreement.
45

1 C. Except as expressly modified by this Letter of Agreement, LOA #7 will remain in full force
2 and effect.

3
4 D. This Letter of Agreement will become effective on this ___ day of _____, 2015 and,
5 except as provided in paragraph 6. B. of this Letter of Agreement, will remain in effect
6 concurrent with the PWA.

7
8
9 IN WITNESS WHEREOF, the parties have signed this Letter of Agreement, this ___ day of
10 _____, 2015.

11
12 FOR THE COMPANY

FOR THE ASSOCIATION

13
14
15 _____
16 W. Gil West
17 Executive Vice President &
18 Chief Operating Officer

Captain Timothy G. Canoll
President

19
20
21 _____
22 Joanne D. Smith
23 Executive Vice President – Chief
24 Human Resources Officer

Captain John Malone
Chairman – Delta MEC

25
26 WITNESS:

WITNESS:

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29 _____
30 Captain Stephen M. Dickson
31 Senior Vice President –
32 Flight Operations

Captain Steven J. Uvena
Chairman – MEC Negotiating
Committee

33
34
35 _____
36 Captain Jim Graham
37 Vice President – Flying Operations &
38 Chief Pilot

First Officer Ron Hay, Jr.
MEC Negotiating Committee

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41 _____
42 Brendan M. Branon
43 Managing Director – Labor Relations

Captain Jeffrey C. Anderson
MEC Negotiating Committee

LOA #15-01 – FOQA CROSSTALK

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Captain Bill Klein
Director – Flight Safety

Captain Heiko Kallenbach
MEC Negotiating Committee

Mark Carroll
General Manager – Flight Safety
Programs

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

2020 Voluntary Early Out Program

This Letter of Agreement (“LOA”) 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 December 1, 2016, and

WHEREAS the Company has announced that it has a surplus of pilots for its projected flying for the near future, and

WHEREAS, the Company wishes to minimize or, if possible, avoid altogether - the training and other related expenses that would accompany any reduction in pilots, and

WHEREAS the Company desires to offer a voluntary retirement program (“the Voluntary Early Out Program” or “VEOP”) to provide incentives to pilots who may desire to voluntarily retire from the Company, and

WHEREAS, the Company and the Association have agreed to make available this Voluntary Early Out Program to incentivize pilots to retire in lieu of a possible involuntary reduction in pilots, and

1 NOW THEREFORE, it is mutually agreed:
2
3

4 **1.**
5 **Voluntary Early Out Program**
6

7 A. Voluntary Early Out Program
8

- 9 1. The Company will offer, and all eligible pilots may apply for, the Voluntary Early
10 Out Program (“VEOP”) in accordance with the terms and conditions herein.
11
12 2. A pilot awarded the VEOP under this LOA will be referred to as a “Program
13 Participant.”
14
15 3. A Program Participant will be assigned a date in accordance with this LOA on which
16 the pilot will separate employment with Delta Air Lines and be removed from the
17 Delta Air Lines Pilots’ System Seniority List (“separation date”).
18
19 4. Separations under the VEOP will begin no earlier than September 1, 2020. All
20 Program Participants awarded a VEOP will be separated from employment no later
21 than January 1, 2022.
22

23 B. Eligibility Requirements for a VEOP Award
24

25 A pilot is considered eligible to be awarded a VEOP under this LOA (“eligible pilot”) if
26 all of the conditions listed in **Paragraphs B. 1. – 4.** are satisfied:

- 27 1. The pilot is not an officer or corporate director of the Company;
28 2. The pilot is on the Delta Air Lines Pilots’ System Seniority List as of the date of the
29 opening of the VEOP application period;
30 3. The pilot is on active payroll status on *any day* during the period of 12 months prior
31 to the beginning of the application period (i.e., must not have been continuously on
32 inactive payroll status during this entire period);

33 Note: Active payroll status and inactive payroll status are terms defined in **Section 2**
34 of the PWA.

35 Exception: For purposes of VEOP eligibility, any day a pilot is on military leave
36 during the period of 12 months prior to the beginning of the application period is
37 considered a day on active payroll status; and

- 38 4. The pilot meets one of the following age/service factors, measured as of June 30,
39 2022:
40 a. actual or deemed age is at least 50 and has at least 10 years of service; or
41 b. actual or deemed service is at least 25 years of service (YOS); or

1 c. actual or deemed years of age, combined with his actual or deemed YOS
2 (minimum of 10 YOS), adds to a sum of 70 or more.

3 Note one: For purposes of these eligibility requirements, a pilot will be deemed to
4 have attained the age and YOS he would be on June 30, 2022, all as if he continued in
5 employment through June 30, 2022, regardless of whether he actually retires prior to
6 June 30, 2022.

7 Note two: Deemed and actual age and YOS are counted in whole years only. Partial
8 years are disregarded.

9 Note three: For all purposes of this LOA, YOS includes consecutive service as a pilot
10 or airman for Hughes Airwest, North Central, Northeast, Northwest, Pan Am,
11 Republic, Southern, or Western (a “predecessor carrier”), including all time spent on
12 the seniority list as a pilot or an airman of a predecessor carrier, whether active or
13 inactive (including, for example, any time spent on furlough or furlough bypass), as
14 well as, all time employed by the Company or a predecessor carrier in a capacity
15 other than as a pilot, whether active or inactive, measured from the most recent date
16 of employment.

17
18
19 C. Benefits and Features of Voluntary Early Out Program

20
21 A Program Participant will receive the following benefits upon a “separation from
22 service” (as such term is defined in Section 409A of the Internal Revenue Code of 1986,
23 as amended and any guidance issued thereunder) from the Company:

- 24
25 1. A Program Participant will be paid
26 a. 58 hours per month from the date of separation for 36 months or age 65,
27 whichever is earlier;
28 b. at the highest pay rate of the position held in the June 2020 bid period;
29 c. each month, in two equal payments;
30 d. beginning on the last business day on or before the 15th of the month in which the
31 pilot separates; and
32 e. until the pilot reaches 65 years of age or for thirty-six (36) months, whichever is
33 earlier.

34 Note one: For a Program Participant who turns 65 on or before 36 months following
35 separation, the final month of pay will be 58 hours regardless of the day on which the
36 pilot reaches age 65.

37 Note two: Payments under **Paragraph C. 1.** of this LOA will not be considered
38 eligible compensation for contributions under **Section 26 C. 2.** and for calculation of
39 profit sharing under **Section 3 I.** of the PWA.
40

1 2. Insurance Benefits

- 2 a. Upon separation, a Program Participant (including eligible spouse and
3 dependents) who is enrolled in medical, dental and vision coverage will
4 remain enrolled in such plan.
- 5 b. Following separation, a Program Participant (including eligible spouse and
6 dependents) may participate in future benefits open enrollment periods on the
7 same basis as an active pilot and continue to be eligible for all medical, dental
8 and vision coverage for which the pilot is enrolled in or eligible for at the time
9 of separation.
- 10 c. Following separation, Delta will pay all premiums (including the pilot's share)
11 for any medical, dental, or vision coverage in which the pilot is enrolled or re-
12 enrolls. The Company will continue to fully pay such premiums until the
13 Program Participant, including eligible spouse and all eligible dependents,
14 reach age 65 (or age 26 for eligible dependent children), but no longer than
15 twenty-four (24) months from the pilot's separation date.

- 16
- 17 3. Upon separation, a Program Participant will be paid unused earned vacation and
18 vacation accrued in accordance with **Section 7 G. 4.** of the PWA.

19

20 4. Travel and Pass Benefits

- 21
- 22 a. A Program Participant will receive eight (8) confirmed positive space round-trip
23 passes, for travel to any destination where Delta flies. Such passes will be
24 awarded to allow for pass travel beginning upon the pilot's separation, are
25 upgradeable and will not expire.
- 26
- 27 b. Upon separation, a Program Participant, and all eligible pass riders, will receive:
- 28
- 29 1) active travel benefits for 365 days under Delta's Pass Travel Policy, then
30 2) standard retiree travel benefits with an additional annual allotment of six (6)
31 enhanced retiree travel priority days (S3A, or its equivalent).

- 32
- 33 5. Upon separation, Program Participants will be eligible to receive all retirement
34 benefits under **Section 26** and related provisions of the PWA in accordance with such
35 plan(s).

36

37 D. VEOP Awards

- 38
- 39 1. The Company will publish a notice to all pilots announcing an application period
40 during which a pilot may apply for the VEOP.

- 1 a. The published notice will contain both the time and date for the application period
2 opening and closing in addition to instructions on how a pilot may apply for the
3 VEOP, including the electronic submission of the Release Form.
- 4 b. The Company will set the date of the opening of the application period.
- 5 c. The application period will remain open for at least fourteen (14) days and close
6 at 2359 EDT on July 19, 2020.
7
- 8 2. VEOP awards will be by seniority order within category among eligible pilots who
9 elect to apply for the VEOP during the application period. An eligible pilot will be
10 awarded the VEOP unless the pilot’s vacancy cannot be backfilled by January 1, 2022
11 due to training limitations, as determined in collaboration between the Company and
12 ALPA.
- 13
- 14 3. Each Program Participant will be assigned a separation date by the Company.
15 a. Separation dates will:
16 1) be on the first day of a month;
17 2) be no later than January 1, 2022; and
18 3) not be subject to change.
- 19 b. A Program Participant’s separation date will be by seniority order within a
20 category among Program Participants with the most senior pilot separating from
21 Delta first.
- 22 c. The Company and ALPA will collaborate to ensure a separation date schedule
23 that has as many pilots separating as quickly as possible consistent with training
24 and staffing requirements.
25
- 26 4. The VEOP award, including separation dates, will be published no later than August
27 4, 2020.
28
- 29 5. Once the VEOP is awarded, it is final and may not be revoked or rescinded by the
30 Company or the pilot other than as provided in *Paragraph D. 6.*, below.
31
- 32 6. A pilot may revoke or rescind a VEOP award only during the revocation window as
33 established by the Company. All pilots will receive their separation date prior to the
34 revocation window. The revocation window will remain open for fifteen (15) days
35 and will close no later than August 28, 2020. There will be no other revocation
36 window.
37
38
39

1 E. General
2

- 3 1. On a Program Participant’s assigned separation date, the pilot will be removed from
4 the Delta Air Lines Pilots’ System Seniority List and may not perform flying for
5 Delta Air Lines.
6 2. Except as otherwise expressly provided in this LOA, a Program Participant will
7 maintain all rights and benefits under the PWA.
8 3. A Program Participant will not be eligible to be awarded or otherwise participate in
9 any Advance Entitlement and/or Voluntary Displacement bid under **Section 22** of the
10 PWA that takes place prior to the pilot’s date of separation.
11

12 F. Program Participants on Military Leave
13

- 14 1. A Program Participant who, as of his assigned separation date under the VEOP, is on
15 military leave of absence exceeding 30 consecutive days will be returned to active
16 payroll status immediately prior to his assigned separation date. Such return to active
17 payroll status will trigger the following:
18 a. under USERRA:
19 1) Company make-up contributions under the Delta 401(k) Retirement Plan for
20 Pilots,
21 2) if applicable, accruals under the NWA defined benefit retirement plans, and
22 3) the ability of the Program Participant to make up employee contributions
23 under the Delta 401(k) Retirement Plan for Pilots;
24 and
25 b. in the case of a former NWA pilot, application of **Section 25** and **Section 26** of
26 the PWA, effective upon his return to active payroll status, if such **Sections** had
27 not already applied to him.
28 2. A pilot on military leave of absence of 30 consecutive days or less as of his assigned
29 separation date will also be eligible for the treatment described in **Paragraph F. 1. a.**
30 above, in accordance with USERRA requirements and procedures.
31

32
33 **2.**
34 **Miscellaneous**
35

36 This LOA does not change any term of the PWA or any welfare or retirement plans under the
37 PWA, except as specifically modified in this LOA. If this LOA restates a provision of the PWA,
38 it does so only for clarification and without effect on that provision, or any other provision, of
39 the PWA. Following exhaustion of all administrative remedies available under the VEOP, a
40 benefit claim denial may be submitted under the terms of **LOA #5 – Benefit Review Board**.
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**3.
Indemnity**

The Company will indemnify and hold harmless the Association, the Delta Air Lines Master Executive Council of the Association, and their current and past officers, members, committee members, agents, employees, advisors, counsel, and other representatives (each an “Association indemnitee”) from any and all liability, loss, damages, fines, penalties, expenses, and costs, including reasonable attorneys’ fees and costs, resulting from any claims, lawsuits, or administrative charges of any sort whatsoever brought by a pilot (including for purposes of this **Paragraph 3.** a pilot retiree and any other individual previously employed as a pilot) arising in connection with matters relating to, concerning or connected to (a) the VEOP as they apply to pilot employees, (b) this **Letter of Agreement #20-02 (“LOA #20-02”)**, or (c) any amendment to the VEOP (as they apply to pilot employees) or **LOA #20-02**, including but not limited to the negotiation, establishment, or implementation of the VEOP as applicable to pilot employees, **LOA #20-02**, or any amendments to the VEOP as applicable to pilot employees or **LOA #20-02**, provided that such indemnification and hold harmless obligation will not apply to 1) any claim, lawsuit, or administrative charge resulting from the willful or intentional misconduct of any Association indemnitee, but this exception will not apply to any claim, lawsuit, or administrative charge asserting or based in any way on a claim that an Association indemnitee engaged in willful or intentional misconduct by negotiating or entering into this **LOA #20-02**; and 2) any claim, lawsuit, or administrative charge asserting that the Association violated its bylaws or other organizational requirements by entering into this Letter of Agreement or any amendment thereto, and 3) any claim, lawsuit, or administrative charge resulting from any intentional, material misstatement made by any Association indemnitee that incorrectly describes the VEOP or **LOA #20-02** or any amendment thereto. An Association indemnitee seeking to be indemnified and held harmless pursuant to this paragraph must provide to the Company written notice within ten business days of the Association indemnitee learning of the claim, lawsuit, or administrative charge as to which the Association indemnitee seeks to be indemnified and held harmless. The Company will have the right to conduct the defense of such matter with counsel of the Company’s choosing and enter into a settlement of such matter. The Company will give reasonable consideration to the wishes of the Association indemnitee in connection with the matters described in the foregoing sentence.

4.
Effective Date and Duration

This Letter of Agreement will become effective on the date of signing and will remain in full force and effect concurrent with the PWA.

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IN WITNESS WHEREOF, the parties have signed this Letter of Agreement, this ____ day of July, 2020.

FOR THE COMPANY

FOR THE ASSOCIATION

W. Gil West
Executive Vice President &
Chief Operating Officer

Joseph G. DePete
President

Joanne D. Smith
Executive Vice President &
Chief People Officer

Captain Ryan Schnitzler
Chairman, Delta MEC

WITNESS:

WITNESS:

John Laughter
Senior Vice President –
Flight Operations

Captain Chad V. Smith
Chairman, MEC Negotiating
Committee

Captain Ryan Gumm
Vice President – Fleet and Operations
Support

Captain Eric W. Criswell
MEC Negotiating Committee

Tim Hennie-Roed
Managing Director – Pilot
Resources & Scheduling

First Officer Brandon S. Conwill
MEC Negotiating Committee

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Marc Esposito
Managing Director – Labor Relations

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

Voluntary Scheduling Options

This Letter of Agreement (“LOA”) 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 December 1, 2016, and

WHEREAS, the Company and the Association wish to memorialize the Voluntary Scheduling Options that Delta can make available for pilots to bid in order to address pilot surplus in certain categories, and

WHEREAS in recognition of the new voluntary measures established by this LOA, the Company will reduce the number of pilots that it plans to furlough on October 1, 2020 by at least 220 pilots.

NOW THEREFORE, it is mutually agreed:

1.

Voluntary Scheduling Options

A. Reduced Regular Line

- 1 1. A Reduced Regular Line (RRL) is a regular line with an awarded line value that is
2 within the Line Construction Window (LCW) as amended in **Paragraph 1. A. 3.**,
3 below.
4
5 2. Beginning with the November 2020 bid period, RRL may be made available for bid.
6 a. The number of RRLs available for bid may vary by category depending on
7 staffing and will be determined by the Company at its discretion.
8 b. RRLs will be awarded by seniority order within category. The Company will
9 award all of the RRLs it makes available for bid, provided there are sufficient
10 bidders. No pilot may be assigned an RRL.
11
12 3. For each bid period, the LCW for an RRL will be within 7.5 hours above or below
13 80% of the ALV for that category.
14 Example: If the ALV for a category is 75 hours (and therefore 80% of the ALV is 60
15 hours), then the LCW of an RRL in that category will be between 52.5 and 67.5
16 hours.
17
18 4. The line guarantee of a pilot awarded an RRL will be the lesser of:
19 a. the scheduled credit of the pilot's adjusted line,
20 b. 52 hours, or
21 c. the pilot's block hour limit.
22
23 5. Except as modified by **Paragraph 1. A.** of this LOA, a pilot awarded an RRL is a
24 regular pilot.
25

26 B. Monthly Blank Lines

- 27
28 1. A Monthly Blank Line (MBL) is a regular line that is constructed without any
29 rotations.
30
31 2. Beginning with the November 2020 bid period, MBLs may be made available for bid.
32 a. The number of MBLs available for bid may vary by category depending on
33 staffing and will be determined by the Company at its discretion.
34 b. MBLs will be awarded by seniority order within category. The Company will
35 award all of the MBLs it makes available for bid, provided there are sufficient
36 bidders. No pilot may be assigned an MBL.
37 Note one: A pilot is not eligible to bid for, or be awarded, an MBL, for any bid
38 period in which the pilot
39 1) has qualification training scheduled, or
40 2) is not projected to complete, prior to the start of the MBL,
41 a) OE/TOE, or
42 b) consolidation requirements.
43

- 1 3. A pilot awarded an MBL will be paid the greater of
2 a. a twenty-five (25) hour line guarantee, or
3 b. the accumulated pay and credit for the month.
4 Note one: Any vacation and/or training during a bid period for which a pilot is
5 awarded an MBL will be paid in addition to the pilot’s line guarantee (i.e., pay, no
6 credit).
7 Note two: A pilot who has a rotation that begins in the bid period prior to an MBL,
8 will be paid for the portion of the rotation that ends in the subsequent bid period in
9 addition to the pilot’s line guarantee (i.e., pay, no credit).
10
11 4. The Company will post all available MBLs on the Crew Resources/Scheduling page
12 on DeltaNet no later than the opening of the monthly PBS bidding window. A pilot
13 will submit their preference for an MBL via a Company form on the Crew
14 Resources/Scheduling page on DeltaNet, and notification of an awarded MBL will be
15 via the pilot’s assigned PBS schedule.
16 Note one: A pilot may bid for an MBL provided the pilot’s preference is submitted
17 no later than 48 hours prior to the closing of the bid window.
18 Note two: Once Navblue programming is in place, the bidding and awarding of
19 MBLs will be through the PBS bidding process and **Paragraph 1. B. 4. Note one** no
20 longer applies.
21
22 5. White slip awards
23 a. upon completion of necessary programming, a pilot holding an MBL may only be
24 awarded a white slip at step **Section 23 N. 18.** or **Section 23 O. 12.**, as amended
25 by **Paragraph 2.** of this LOA.
26 b. prior to completion of necessary programming, a pilot holding an MBL will be
27 awarded a white slip as a regular pilot under existing steps of coverage in the
28 PWA.
29
30 6. A pilot awarded an MBL may take Military Leave during that bid period at the pilot’s
31 discretion. Military Leave will not reduce the pilot’s 25-hour line guarantee.
32
33 7. Except as modified by **Paragraph 1. B.** of this LOA, a pilot holding an MBL is a
34 regular pilot.
35

36 C. Ultra Long-Call Reserve Line
37

- 38 1. An Ultra Long-Call Reserve Line (ULC Reserve Line) is a reserve line in which all
39 reserve on-call days are ultra long call (as described in **Paragraph C.** of this LOA).
40
41 2. Upon completion of the necessary programming, the Company may make ULC
42 Reserve Lines available for bid.

LOA #20-03 – Voluntary Scheduling Options

- 1 a. The number of ULC Reserve Lines available for bid may vary by category
 2 depending on staffing and will be determined by the Company at its discretion.
 3 b. ULC Reserve Lines will be awarded in seniority order within category. The
 4 Company will award all of the ULC Reserve Lines it makes available for bid,
 5 provided there are sufficient bidders. No pilot may be assigned a ULC Reserve
 6 Line.
 7
 8 3. The line guarantee of a pilot awarded a ULC Reserve Line will be 80% of the
 9 published reserve guarantee for that category. A pilot awarded a ULC Reserve Line
 10 will not be assigned to a rotation that will cause his credit to exceed, or further exceed
 11 the pilot’s calculated reserve guarantee under **Paragraph 1 C. 3.** of this LOA plus 15
 12 hours.
 13 Example: In a category with an ALV of 77, the reserve guarantee for a pilot awarded
 14 a ULC Reserve Line will be 60 hours (80% of the existing reserve guarantee of 75
 15 hours).
 16
 17 4. Pilots awarded a ULC Reserve Line
 18 a. will receive no less than 24 hours from first attempted contact by Crew
 19 Scheduling to report for an assigned rotation (i.e., 24-hour call-out for a reserve
 20 assignment).
 21 b. may not be converted to short call.
 22 c. will receive the number of X-days in accordance with the chart below:
 23

# 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	5	8-9	5
11-12	6	10-12	6
13-14	7	13-14	7
15-17	8	15-16	8
18-19	9	17-18	9
20-21	10	19-21	10
22-24	12	22-23	12
25-26	13	24-25	13
27-28	14	26-27	14
29-30	15	28-29	15
		30-31	16

24

1
2 5. A pilot holding a ULC Reserve Line will not receive a reserve assignment except as
3 provided under **Section 23 N. 19.**, as amended in **Paragraph 2.** of this LOA.
4

5 6. Except as modified by **Paragraph 1. C.** of this LOA, a pilot awarded a ULC Reserve
6 Line is a long call reserve pilot.
7

8 D. Continuous 12-Month Blank Line
9

10 1. A Continuous 12-month Blank Line (CBL) is 12 consecutive bid periods each with a
11 Monthly Blank Line.
12

13 2. Beginning with the November 2020 bid period, CBLs may be made available for bid.

14 a. The number of CBLs available for bid may vary by category depending on
15 staffing and will be determined by the Company at its discretion.

16 b. CBLs will be awarded in seniority order within category. The Company will
17 award all of the CBLs it makes available for bid, provided there are sufficient
18 bidders. No pilot may be assigned a CBL.

19 Note one: A pilot who has received a notice of furlough is not eligible to bid for,
20 or be awarded, a CBL.

21 Note two: A pilot is not eligible to bid for, or be awarded, a CBL, if the pilot

22 1) has begun qualification training and is not projected to complete OE/TOE or
23 consolidation requirements prior to the start of the CBL, or

24 2) is scheduled for qualification training in the first month of the CBL.
25

26 3. For each bid period, a pilot who holds a CBL will be paid the greater of

27 a. a thirty-five (35) hour line guarantee, or

28 b. the pilot's accumulated pay and credit for the month.

29 Note one: Any vacation and training during a bid period for which a pilot is awarded
30 a CBL will be paid in addition to the pilot's line guarantee (i.e., pay, no credit).

31 Note two: A pilot who has a rotation that begins in the bid period prior to the start of
32 a CBL, will be paid for the portion of the rotation that ends in the first bid period of
33 the CBL in addition to the pilot's line guarantee (i.e., pay, no credit).
34

35 4. White slip awards

36 a. upon completion of the necessary DBMS programming, a pilot holding a CBL
37 may only be awarded a white slip at step **Section 23 N. 18.** or **Section 23 O. 12.**,
38 as amended by **Paragraph 2.** of this LOA.

39 b. prior to completion of the necessary DBMS programming, a pilot holding a CBL
40 will be awarded a white slip as a regular pilot under existing steps of coverage in
41 the PWA.
42

1 *Amend Sections 23 N. and 23 O. to read as follows:*
2

3 N. Open Time Award/Assignment Sequence for Rotations Reporting 12 or More Hours After
4 Initial Attempt to Contact Pilot (Long Notice Ladder)
5

6 1. Pilots who have submitted recovery slips under **Section 23 J.** (in category, in seniority
7 order) or who are subject to recovery flying under **Section 23 K. 1.**

8 Note one: Recovery slips for same-day open time will be awarded by proffer.

9 Note two: A pilot whose original rotation was not a MED rotation will not be assigned
10 recovery flying to a MED less than 24 hours prior to report time of the MED rotation
11 without his consent.

12 2. Regular pilots who have submitted white slips (in category, in seniority order)

13 Note: White slips for same-day open time will be awarded by proffer.

14 Exception: A local council officer who drops a rotation to conduct a monthly council
15 meeting will be given first priority to white slip open time during that bid period in order
16 to recover such dropped rotations (see **Section 24 J. 8.**).

17 3. Long call reserve pilots (in category, within RUO)

18 4. Short call reserve pilots (in category, within RUO)

19 5. Reserve pilots who are on an X-day or long call reserve pilots for whom the award would
20 interrupt their X-day(s) and who have submitted a yellow slip (in category, within RUO)

21 6. Out-of-base regular pilots who have submitted white slips (in seniority order)

22 Note: White slips for same-day open time will be awarded by proffer.

23 7. Out-of-base long call reserve pilots (by base, within RUO)

24 8. Out-of-base short call reserve pilots (by base, within RUO)

25 9. Out-of-base long call reserve pilots (including those for whom the award would interrupt
26 their X-day(s)), and reserve pilots who are on an X-day, who have submitted yellow slips
27 (provided FAR reserve rest requirements have been met, by base, within RUO)

28 10. Long call reserve pilots for whom the assignment would extend into their regular line
29 day(s)-off (in category, within least intrusion groupings, by RAW value)

30 11. Short call reserve pilots for whom the assignment would extend into their regular line
31 day(s)-off (in category, within least intrusion groupings, by RAW value)

32 12. Out-of-base long call reserve pilots for whom the assignment would extend into their
33 regular line day(s)-off (by base, within least intrusion groupings, by RAW value)

34 13. Out-of-base short call reserve pilots for whom the assignment would extend into their
35 regular line day(s)-off (by base, within least intrusion groupings, by RAW value)

36 14. Long 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 15. Short call reserve pilots for whom the assignment would create a conflict with their
39 regular line rotation(s) (in category, within least disruption groupings, by RAW value)

40 16. Out-of-base long call reserve pilots for whom the assignment would create a conflict with
41 their regular line rotation(s) (within least disruption groupings, by RAW value)

42 17. Out-of-base short call reserve pilots for whom the assignment would create a conflict
43 with their regular line rotation(s) (within least disruption groupings, by RAW value)

- 1 18. Pilots who hold a Monthly Blank Line or Continuous 12-month Blank Line and have
2 submitted white slips (in category, in seniority order)
- 3 19. Ultra long-call reserve pilots (in category, within RUO)
- 4 20. Pilots who have submitted GSs (in category, in seniority order)
- 5 21. Instructors who have submitted GSs without conflict under **Section 11 C. 1. c. 2)** (in
6 seniority order)
7 Note: Instructors who can hold First Officer, but cannot hold Captain, on the aircraft
8 model on which they instruct, will be afforded priority over instructors who can hold
9 Captain on such aircraft model, for the purpose of GS awards for flying as First Officer.
- 10 22. Out-of-base pilots who have submitted GSs (in seniority order)
- 11 23. Pilots who are currently flying and would be re-routed
- 12 24. Long call reserve pilots whose X-day(s) would be interrupted (in category, in inverse
13 seniority order)
- 14 25. Short call reserve pilots whose X-day(s) would be interrupted (in category, in inverse
15 seniority order)
- 16 26. Reserve pilots on X-day(s) who can be assigned without conflict (in category, in inverse
17 seniority order)
- 18 27. Regular pilots who can be assigned without conflict (in category, in inverse seniority
19 order)
- 20 28. Reserve pilots on X-day(s) who can be assigned with conflict (in category, in inverse
21 seniority order)
- 22 29. Regular pilots who have submitted GSWCs (in category, in seniority order)
- 23 30. Out-of-base pilots who have submitted GSWCs (in seniority order)
- 24 31. Regular pilots who can be assigned with conflict (in category, in inverse seniority order)
- 25 32. Available qualified pilots (in position, in inverse seniority order)
- 26
- 27 O. Open Time Award/Assignment Sequence for Rotations Reporting Less Than 12 Hours After
28 Initial Attempt to Contact Pilot (Short Notice Ladder)
29
- 30 1. Pilots who have submitted recovery slips under **Section 23 J.** (by proffer, in category, in
31 seniority order) or who are subject to recovery flying under **Section 23 K. 1.**
32 Note: A pilot whose original rotation was not a MED rotation will not be assigned
33 recovery flying to a MED less than 24 hours prior to report time of the MED rotation
34 without his consent.
- 35 2. Regular pilots who have submitted white slips (by proffer, in category, in seniority order)
36 Exception: A local council officer who drops a rotation to conduct a monthly council
37 meeting will be given first priority to white slip open time during that bid period in order
38 to recover such dropped rotations. (See **Section 24 J. 8.**)
- 39 3. Long call reserve pilots (including those for whom the award would interrupt their X-
40 days(s)), and reserve pilots who are on an X-day who have submitted yellow slips
41 (provided FAR reserve rest requirements have been met, in category, within RUO)
- 42 4. Out-of-base regular pilots who have submitted white slips (by proffer, in seniority order)
- 43 5. Short call reserve pilots (in category, within RUO)

LOA #20-03 – Voluntary Scheduling Options

- 1 6. Out-of-base long call reserve pilots (including those for whom the award would interrupt
2 their X-day(s)), and reserve pilots who are on an X-day, who have submitted yellow slips
3 (provided FAR reserve rest requirements have been met, by base, within RUO)
- 4 7. Out-of-base short call reserve pilots (by base, within RUO)
- 5 8. Short call reserve pilots for whom the assignment would extend into their regular line
6 day(s)-off (in category, within least intrusion groupings, by RAW value)
- 7 9. Out-of base short call reserve pilots for whom the assignment would extend into their
8 regular line day(s)-off (in category, within least disruption groupings, by RAW value)
- 9 10. Short call reserve pilots for whom the assignment would create a conflict with their
10 regular line rotation(s) (in category, within least disruption groupings, by RAW value)
- 11 11. Out-of base short call reserve pilots for whom the assignment would create a conflict
12 with their regular line rotation(s) (in category, within least disruption groupings, by RAW
13 value)
- 14 12. Pilots who hold a Monthly Blank Line or a Continuous 12-month Blank Line and have
15 submitted white slips (in category, in seniority order)
- 16 13. Pilots (including long call reserve pilots whose rotation would report within 12 hours of
17 initial attempt to contact) who have submitted GSs (in category, in seniority order)
- 18 14. Instructors who have submitted GSs under **Section 11 C. 1. c. 2)** (in seniority order)
19 Note: Instructors who can hold First Officer, but cannot hold Captain, on the aircraft
20 model on which they instruct, will be afforded priority over instructors who can hold
21 Captain on such aircraft model, for the purpose of GS awards for flying as First Officer.
- 22 15. Out-of-base pilots who have submitted GSs (in seniority order)
- 23 16. Pilots who are currently flying and would be re-routed
- 24 17. Long call reserve pilots whose rotation would report within 12 hours of initial attempt to
25 contact (by proffer, in category, in inverse seniority order)
- 26 18. Short call reserve pilots whose X-day(s) would be interrupted (in category, in inverse
27 seniority order)
- 28 19. Long call reserve pilots whose rotation would report within 12 hours of initial attempt to
29 contact and whose X-day(s) would be interrupted (by proffer, in category, in inverse
30 seniority order)
- 31 20. Reserve pilots on X-day(s) who can be assigned without conflict (in category, in inverse
32 seniority order)
- 33 21. Regular pilots who can be assigned without conflict (in category, in inverse seniority
34 order)
- 35 22. Reserve pilots on X-day(s) who can be assigned with conflict (in category, in inverse
36 seniority order)
- 37 23. Regular pilots who have submitted GSWCs (in category, in seniority order)
- 38 24. Out-of-base pilots who have submitted GSWCs (in seniority order)
- 39 25. Regular pilots who can be assigned with conflict (in category, in inverse seniority order)
- 40 26. Available qualified pilots (in position, in inverse seniority order)
- 41 Note: Crew Scheduling may at its discretion bypass a short call pilot for assignment to flying
42 if the assignment would cause him to be released within two hours of a required rest period.
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**3.
Military Leave**

- A. A pilot who is on a properly documented long-term Military Leave of Absence (MLOA) that touches any day between April 1, 2020 through June 30, 2021, inclusive, will not have any of those MLOA days, up to a maximum of 1,095 days (or 3 years), count towards the pilot's cumulative USERRA 5-year limit.

Example one: On May 1, 2021, a pilot begins a long-term MLOA for 4 years. The total number of days exempt from the pilot's USERRA 5-year limit will be 1,095 days (or 3 years) for that 4-year MLOA.

Example two: On April 2, 2015, a pilot began a 5-year, long-term MLOA that ended on April 1, 2020. The total number of days exempt from the pilot's USERRA 5-year limit will be 1,095 days (or 3 years) for that 5-year MLOA.

Example three: On March 1, 2020, a pilot began a long-term MLOA that ended on August 31, 2020. The same pilot begins another long-term MLOA on June 1, 2021 and ends on May 30, 2023. Each day this pilot is on MLOA during these two leaves will be exempt from the USERRA 5-year limit.

- B. The Company will grant a leave of absence under the PWA to any pilot who has been hired as an Air Reserve Technician (ART) and starts working no later than February 1, 2021.

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**4.
No Furlough**

Prior to January 1, 2021, the Company will not furlough any pilot who is senior to the 221st pilot with a seniority date after July 10, 2017, according to the October 2020 seniority list.

**5.
Termination**

- A. **Paragraphs 1. A., 1. B., 1. C., and/or 1. D.** of this Letter of Agreement may be terminated by either party with thirty (30) days' advanced written notice.
- B. In the event such notice of termination is given, pilots previously awarded a line pursuant to a paragraph of this LOA that is being terminated will complete the line for the bid period, or continuous 12-month period (unless returned under the 60-day notice in **Paragraph 1. D. 8.**), as awarded.

**6.
Effective Date and Duration**

This Letter of Agreement will become effective on the date of signing and, except as provided in **Paragraph 5.**, above, will remain in full force and effect concurrent with the PWA.

IN WITNESS WHEREOF, the parties have signed this Letter of Agreement, this ____ day of November, 2020.

FOR THE COMPANY

FOR THE ASSOCIATION

Glen Hauenstein
President

Joseph G. DePete
President

WITNESS:

WITNESS:

John Laughter
Senior Vice President &
Chief of Operations

Captain Ryan Schnitzler
Chairman, Master Executive Council

Captain Ryan Gumm
Vice President – Fleet and Operations
Support

Captain Chad V. Smith
Chairman, MEC Negotiating
Committee

Tim Hennie-Roed
Managing Director – Pilot
Resources & Scheduling

Captain Eric W. Criswell
MEC Negotiating Committee

LOA #20-03 – Voluntary Scheduling Options

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Marc Esposito
Managing Director – Labor Relations

First Officer Brandon S. Conwill
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

ONE-TIME POST-PWA RATIFICATION PAYMENT

This Letter of Agreement (“LOA”) 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 March 2, 2023, and

WHEREAS the parties have agreed that eligible Delta pilots will receive a one-time payment following the ratification of the parties’ tentative agreement reached during Section 6 negotiations, and

WHEREAS the parties wish to establish the means by which this one-time payment will be implemented.

NOW THEREFORE, it is mutually agreed:

**1.
Terms**

A. “One-time Payment” as used herein means the payment to an Eligible Pilot computed based on the terms contained in this LOA.

B. “Relevant Period” as used herein means any time during calendar years 2020, 2021 and 2022, and the period of time between January 1, 2023 and March 1, 2023.

- 1 C. “Eligible Pilot” used herein means any pilot who was on the Delta Air Lines Pilots’ system
2 seniority list during the Relevant Period, subject to the terms and limitations contained herein
3 or as otherwise required by law.
4
- 5 D. “Eligible Earnings” as used herein means the earnings of an Eligible Pilot during the
6 Relevant Period for any Active Payroll Status (including, but not limited to, flight time, used
7 vacation, SLI event, training, sick, premium, and NFLY). Eligible Earnings do not include
8 401(k) contributions or Excess payments.
9
- 10 E. An Eligible Pilot who has separated their employment from Delta (i.e., removed from the
11 seniority list), regardless of reason, will receive the One-time Payment for any period of
12 Active Payroll Status during the Relevant Period. A discharged pilot who has a grievance
13 currently pending as of March 1, 2023 will receive the One-Time Payment for any backpay if
14 the pilot is reinstated by an award of the Delta Pilots’ System Board of Adjustment.
15
- 16 F. The One-time Payment to Eligible Pilots will be computed as the sum of the following:
17 1. 4% of Eligible Earnings accrued during calendar year 2020;
18 2. 4% of Eligible Earnings accrued during calendar year 2021;
19 3. 14% of Eligible Earnings accrued during calendar year 2022; and
20 4. the dollar value equal to a pilot’s Eligible Earnings accrued for the period of time
21 between January 1, 2023 and March 1, 2023, inclusive, recomputed using the adjusted
22 composite hourly pay rates under **Section 3 B. 2. a.** of the PWA, and under **Section 3 D.**
23 for (current and former) entry level pilots, (i.e., as if those hourly pay rates were in effect
24 on January 1, 2023) less the pilot’s actual earnings for that same time period, provided
25 ratification occurs no later than March 1, 2023.
26
- 27 G. Notwithstanding Paragraph 1.D. above, an Eligible Pilot who became disabled during the
28 Relevant Period and received or becomes entitled to receive disability benefits from the Delta
29 Pilots Disability and Survivorship Plan (D&S Plan) will receive a One-time Payment based
30 on the provisions of Paragraph 1.F., using Final Average Earnings (FAE) instead of Eligible
31 Earnings. Solely for the purpose of calculating the One-time Payment to such an Eligible
32 Pilot for the period of disability during the Relevant Period set forth in Paragraph 1.F.1.-3.,
33 FAE will be computed or recomputed, (notwithstanding Section 1.20 of the D&S Plan) using
34 the adjustment(s) under Paragraph 1.F. of this LOA for a disability incurred prior to January
35 1, 2023. An Eligible Pilot on disability who was in Active Payroll Status for any time during
36 the Relevant Period will also receive a One-time Payment under Paragraph 1.F. for such
37 Active Payroll Status.
38
- 39 H. The One-time Payment under this LOA will not be considered as “earnings” under the Delta
40 401(k) Retirement Plan for Pilots or any other qualified or non-qualified retirement benefit
41 plans sponsored by Delta in which the Eligible Pilot participates or is eligible to participate to
42 the extent consistent with applicable law.
43 Exception: The portion of the One-Time Payment accounting for the Relevant Period from
44 January 1, 2023 to March 1, 2023 under Paragraph 1.F.4. of this LOA, will be considered as
45 “earnings” under the Delta 401(k) Retirement Plan for Pilots and any other qualified or non-
46 qualified retirement benefit plans sponsored by Delta in which the Eligible Pilot participates

1 or is eligible to participate to the extent consistent with the terms of such plan and applicable
2 law.

- 3
- 4 I. The One-time Payment under this LOA will be considered “annual compensation” for
5 purposes of the Delta Air Lines Inc. Profit Sharing Plan for Plan Year 2023 under **Section 3**
6 **A. 1.** and **Section 3 I.** of the PWA.
 - 7
 - 8 J. For an Eligible Pilot who dies on or after January 1, 2023, any term life insurance proceeds
9 to which such pilot’s beneficiary(ies) are entitled to at the time of the pilot’s death will be
10 recomputed using the adjusted composite hourly pay rates under **Section 3 B. 2. a.** of the
11 PWA (i.e., as if those hourly pay rates were in effect on January 1, 2023).
 - 12
 - 13 K. For an Eligible Pilot who died prior to March 1, 2023, the One-time Payment will be paid to
14 such pilot’s estate.

15

16 **2.**
17 **Payment**

- 18
- 19 A. Delta will make the One-time Payment to all Eligible Pilots who qualify under this LOA, or
20 who are entitled to such payments by operation of law, through the Company payroll system
21 as a single payment as soon as practicable following March 1, but not later than 30 days after
22 March 1, 2023, except that the payment under Paragraph 1.G. of this LOA will be made no
23 later than 90 days after March 1, 2023. If the Company is unable to make payment to a pilot
24 within 30 or 90 days, as applicable, due to unforeseen circumstances (e.g., pilot’s current
25 address is unknown), the payment will be made by Delta as soon thereafter as possible.
26 Applicable federal, state, and local taxes as well as Association and DPMA dues will be
27 withheld from the single payment at the supplemental withholding rates.
 - 28
 - 29 B. All other payments hereunder will be made in accordance with plan provisions and within a
30 reasonable period of time after March 1, 2023.
 - 31
 - 32 C. The parties agree to meet and confer regarding any matters that arise regarding the payments
33 or benefits to be paid pursuant to the terms of this LOA.
- 34

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36 **3.**
37 **Duration**

38

39 This Letter of Agreement will become effective on March 2, 2023 and will remain in effect
40 concurrent with the PWA.

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1 IN WITNESS WHEREOF, the parties have signed this Letter of Agreement this ____nd day of
2 _____, 2023.

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5 FOR THE COMPANY

FOR THE ASSOCIATION

6
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8 _____
9 Glen Hauenstein
10 Executive Vice President &
11 Chief Operating Officer

Captain Jason Ambrosi
President

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14 _____
15 Joanne D. Smith
16 Executive Vice President – Human
17 Resources & Labor Relations

Captain Darren Hartmann
Chairman – Delta MEC

18 WITNESS:

WITNESS:

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22 _____
23 John Laughter
24 Senior Vice President –
25 Flight Operations

Captain Eric Criswell
Chairman – MEC Negotiating
Committee

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29 _____
30 Marc Esposito
31 Managing Director – Labor
32 & Employee Relations

First Officer Brandon Conwill
MEC Negotiating Committee

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35 _____
36 Tim Hennie-Roed
37 Managing Director – Pilot Crew
38 Resources & Scheduling

Captain Richard Wheeler
MEC Negotiating Committee

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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 their bid preferences, seniority, their known absences, the FARs and the PWA and within their 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 their preference to avoid flying on a specified day, in an effort to award him a regular line within their 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. their bid preferences,
6 b. their seniority,
7 c. their 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. their bid preferences,
15 b. their seniority,
16 c. their known absences,
17 d. accurately programmed award logic,
18 e. FARs,
19 f. Company policy, and
20 g. the PWA.
- 21 13. “PBS Premium Rotation” means a rotation that has been designated by the
22 Company as premium and so published in the bid package. Should such a rotation
23 not be awarded to a pilot during the PBS line award process, or flown by the pilot
24 to whom it is awarded, any such designation (and premium) will be removed and
25 the rotation placed into open time.
- 26 14. “Priority stack date” means a designated date that is unstacked before PBS
27 unstacks any other date.
- 28 15. “Secondary line generation” (SLG) means the final PBS process, used after
29 shuffle and denial mode, that ignores a pilot's bid preferences in an attempt to
30 construct a regular line for the pilot.
- 31 16. “Shuffle” means a tool in PBS that:
32 a. is utilized after PBS is unable to award a pilot a regular line within their LCW
33 which complies with their higher priority bid preference(s),
34 b. removes a rotation(s) which had been awarded in accordance with such bid
35 preference(s) and searches for combinations of rotation(s) which comply with
36 their lower priority bid preference(s), and
37 c. is utilized prior to denial mode.
- 38 17. “Shuffle to threshold” means a tool in PBS that utilizes shuffle in an attempt to
39 construct a regular line for a pilot that is at or above the threshold.
- 40 18. “Stack” means the number of rotations in a period that remain in open time at the
41 end of a bid run.
- 42 19. “Threshold” means the target credit value for each regular line determined by the
43 Company in each category in a bid period.
- 44 20. “Unstack” means a tool in PBS that assigns rotations to pilots in such a way as to
45 prevent a stack that is greater than the maximum stack height.
46

1 B. PBS Work Group
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- 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
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- 37 1. The Company will designate a PBS system administrator.
- 38 2. The system administrator may, at their 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. 8.**

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 their 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 8. The Company will make available the following conditions for line generation
35 credit windows:

36 a. SET CONDITION MINIMUM CREDIT WINDOW, which will set the LCW
37 from 10 hours below the ALV to the ALV.

38 b. SET CONDITION MAXIMUM CREDIT WINDOW, which will set the LCW
39 from the ALV to 10 hours above the ALV, with a maximum of 91.5 hours for
40 narrowbody categories and 92.5 for widebody categories.

41 c. SET CONDITION MID CREDIT WINDOW, which will set the LCW from 5
42 hours below the ALV to 5 hours above the ALV.

43 d. DEFAULT, which will set the LCW from 10 hours below the ALV to 10 hours
44 above the ALV, with a maximum of 91.5 hours for narrowbody categories and
45 92.5 for widebody categories.

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D. PBS Error Resolution

1. A pilot must report a potential PBS bid award error to the PBS system administrator, by telephone or email (061ATLPBS.delta@delta.com), within six days of the publication of the bid award in DBMS.
2. If the PBS system administrator determines that a PBS bid award error has occurred, they will correct the error as specified in paragraphs D. 4. - 9.
3. If the PBS system administrator determines that a PBS bid award error has not occurred but the pilot does not agree with that determination, the pilot may request that the system administrator raise the issue with the PWG for a final determination. The PWG may consult with the vendor if they deem it necessary.
4. If it is determined by the PBS system administrator or the PWG that a PBS bid award error has occurred, the pilot's bid will be re-run in PBS, to the extent practicable, to determine the correct line.
5. A pilot who would have been awarded a reserve line if the PBS bid award error had not occurred will be awarded a specially created reserve line. Such a pilot will have their X-day(s) distributed according to their seniority and bid preferences. They will receive a reserve guarantee under **Section 4 C**.
6. A pilot who would have been awarded a regular line if the PBS bid award error had not occurred will be awarded, at their option:
 - a. a specially created reserve line,
 - b. a blank regular line, or
 - c. a line constructed under paragraph D. 9.
7. A pilot who chooses to be awarded a specially created reserve line under paragraph D. 6. a. will:
 - a. have their X-day(s) distributed according to their seniority and bid preferences, and
 - b. receive a reserve guarantee under **Section 4 C**.
8. A pilot who chooses to be awarded a blank regular line under paragraph D. 6. b. will not receive a line guarantee under **Section 4 B**.
9. A pilot who chooses to be awarded a line under paragraph D. 6. c. will have a line constructed as follows:
 - a. At their option, a pilot will have any rotation that is not on their correct line removed from their line. Such pilot will not be paid and credited for such removed rotation(s).
 - b. If a rotation(s) that is on their correct line but not their initial line remains in open time, the pilot may, at their option, be awarded such rotation(s). If such rotation(s) is not in open time, the pilot may, at their option, receive pay and credit for such rotation(s) and be subject to recovery flying under **Section 23 K**.
Exception one: A pilot will not be awarded a rotation which was on their correct line, but not on their initial line, if such rotation will create an FAR or PWA conflict on their line. The pilot will not receive pay and credit for such conflicting rotation.
Exception two: A pilot will not be awarded a rotation that causes their line to exceed the upper limit of their LCW or their block hour limit.

1

2 E. PBS Training

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4 1. The Company will provide PBS training as part of each recall or new-hire class.

5 2. PBS training will be developed with the input of the PWG and:

6 a. provide a comprehensive overview of PBS to each pilot.

7 b. consist of classroom training and utilize the most recent editions of:

8 1) the PBS training CD,

9 2) the PBS User's Manual, and

10 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

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

**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 December 1, 2016, 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 120-66C and which was codified in a Memorandum of Understanding dated June 30, 2020, 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 #20-03 – 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 June 30, 2020. Following acceptance of
16 the report, the ASAP Program Manager or a Flight Safety investigator(s) working
17 under the direction of the ERC, may require statements and/or interviews of the
18 pilot involved. If an ASAP report fails to meet the criteria for acceptance as
19 outlined in the three-party MOU, the ASAP report will be subsequently excluded
20 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 9. Neither a pilot's ASAP report nor the content of such ASAP report will be used to
43 initiate or support any Company disciplinary action, or as evidence for any
44 purpose in a disciplinary proceeding.
45

MOU #20-03 – Pilot Aviation Safety Action Program Administration

1 MOU #3 – Pilot ASAP Administration will become null and void upon the effective date
2 of this Memorandum of Understanding.

3
4 This Memorandum of Understanding will become effective on its date of signing and will
5 remain in effect for the duration of the PWA or the ASAP Memorandum of
6 Understanding between the Company, the Association and the FAA.

7
8
9
10 IN WITNESS WHEREOF, the parties have signed this Memorandum of Understanding,
11 this ___ day of August, 2020.

12
13
14
15 FOR THE COMPANY

FOR THE ASSOCIATION

16
17
18 _____
19 John Laughter
20 Senior Vice President –
21 Flight Operations

Captain Ryan Schnitzler
Chairman, Delta MEC

22
23
24 _____
25 Captain Brad Sheehan
26 Managing Director – Flight Safety

Captain Dan Coogan
Chairman, MEC Central Air Safety
Committee

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

DEFERRED IMPLEMENTATION

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 March 2, 2023, and

WHEREAS the parties have agreed that certain provisions of the PWA will be implemented later than DOS but in no case later than May 2, 2025.

NOW THEREFORE, it is mutually agreed:

The following provisions of the PWA will have the deferred effective dates under the chart below. Prior to its deferred effective date, the subject matter of each such provision will be governed by and administered in accordance with the PWA language and practice, if any, in existence immediately prior to March 2, 2023. Such prior language will remain in force and effect and will remain a part of the PWA until deleted or replaced under the chart below.

Deferred Effective Dates

Section	Subject Matter	Deferred Effective Date No Later Than	Notes
3 K.	Holiday Pay	5/29/2023	Memorial Day and July 4 th of 2023 will be handled manually
5 C.	Crew Meal(s)	8/1/2023	
7 B. 4.	48 hours free from duty prior to primary vacation	4/1/2024	Effective for the 2024-2025 vacation year
7 C. 7.	Vacation distribution	4/1/2024	Effective for the 2024-2025 vacation year
7 C. 9 a. Exception	Qualification training conflicting with vacation	4/1/2024	
7 E. 7. Exception	Primary vacation slide	4/1/2024	NavBlue changes
7 I. 1. b.	Pilots with 3 weeks or more of vacation: 6 IVDs	7/2/2023	
8 F. 1. b. and c.	Deadhead seat selection	1/31/2024	All seat blocks removed for pilots (to include Comfort Plus) as early as possible but NLT than 8/1/2023
10 B. 12.	SLI Days Off	6/2/2023	
11 and 23	Removal of TOE from the PWA	1/1/2024	Matched with 11 J. 2. e.
11 B.	Daily training values	4/1/2023	Increase to IQ, In-Command, RECY, & CQ
11 F. 8. a. 3)	2 calendar days free from duty immediately following training	8/1/2023	
11 J. 2. e.	96 hour rule for theater qualifications	1/1/2024	
12 D. 1.	Scheduled not to exceed 13 hours for un-augmented operations	8/31/2023	
12 D. 1. b.	Deadhead flight segments in the FDP	8/31/2023	
12 D. 4. b.	Deadhead-only duty period	8/31/2023	
12 D. 6.	Non-transoceanic duty period including RAP limited to 17 hours	8/31/2023	
12 G. 2.	10 hours rest scheduled and 9:15 hours actual	8/31/2023	

MOU #23-01 – Deferred Implementation

Section	Subject Matter	Deferred Effective Date No Later Than	Notes
12 G. 13.	Consecutive layovers of less than 12 hours	8/31/2023	
12 I. Exception	Two hours pay, no credit	5/2/2023	Manually processed until 8/31/2023
12 P. 1. a. 2)	Deadhead originating subsequent to flight that intruded into WOCL	8/31/2023	
12 P. 5.	Prior to operating a redeye flight within an FDP	10/1/2023	
12 R.	Trip mix	8/31/2023	
12 S.	Sit Pay	5/2/2023	Manually processed until 8/1/2023 Effective 1/1/2024, sit pay will be after 2 hours.
12 T.	Extended Duty Period Pay	8/31/2023	
12 U.	Minimum Calendar Day	5/2/2023	Manually processed until 8/1/2023
14 F. 2.	Automation of sick/well calls	3/2/2024	
14 F. 3.	120-hour lookback	4/1/2023	
22 C. 1.	PBS staffing formula: G-variable modification	5/2/2025	Phase-in beginning 5/2/2023 (MOU #23-02)
22 E. 17.	Multiple AE awards	7/1/2023	
22 H.	Training Golden Days	1/1/2024	
22 I.	Training Scheduling Preferences	3/2/2025	
23 D.	Short calls available in PBS	3/2/2025	
23 S.	Short calls available in PCS	3/2/2024	
23 F. 1. b.	Pilot X-day Swap	3/2/2025	
23 G. 10.	Reserve proffered rotation	4/1/2023	Manual process until 8/31/2023 requiring pilot to use current yellow slip process
23 L. 3.	Reserve reroute into a break-in-duty at their base	4/1/2023	Manual process until 11/1/2023 requiring pilot to respond via ACARS

MOU #23-01 – Deferred Implementation

Section	Subject Matter	Deferred Effective Date No Later Than	Notes
23 L. 4.	Reroute rules and pay	8/1/2023	Current Section 23 L. 4. rules apply until 8/1/2023
23 M.	Same day, next day, second day	6/2/2023	No earlier than implementation of 18 hour call out for long call
23 N. 23., O. 17., & S. 19.	Reserve with conflict	1/1/2024	
23 N., O., & S. 2.	18 hour call out for long call	6/2/2023	
23 S. 1. a. Note One Exception	Yellow Slip RAW value grouping	11/1/2023	
23 T. 9. b.	Premium on call days	3/2/2024	
23 V. 1. h. 1)	Last minute demand by position	6/2/2023	
23 W. 1. d.	Direct database/API read-only access to DBMS	-	Scheduling teams will meet within 60 days after DOS to mutually agree on timeline
23 Z. 1. a.	VRU: Maximum rotation offer parameters	10/1/2023	
23 AA.	Standby rotations	1/1/2024	
23 BB.	Jetway Trades	3/2/2025	Within 60 days of DOS, SOT to establish mutually agreeable meeting schedule to meet implementation date
23 CC.	Remote Sign-in	5/2/2023	
23 DD.	Silver Slip	3/2/2024	
23 EE.	Voluntary Airport Standby (VAS)	11/1/2023	
MOU #1 Paragraph C. 8.	PBS preference Set Condition MidSched	3/2/2025	

MOU #23-01 – Deferred Implementation

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This MOU 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 _____, 2023.

FOR THE COMPANY

FOR THE ASSOCIATION

John Laughter
Executive Vice President &
Chief of Operations

Captain Darren Hartmann
Chairman – Delta MEC

WITNESS:

WITNESS:

Marc Esposito
Managing Director – Labor &
Employee Relations

Captain Eric Criswell
Chairman – MEC Negotiating
Committee

Tim Hennie-Roed
Managing Director – Pilot Crew
Resources & Scheduling

First Officer Brandon Conwill
MEC Negotiating Committee

Captain Richard Wheeler
MEC Negotiating Committee

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

MISCELLANEOUS ITEMS

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 March 1, 2023, and

WHEREAS the parties have agreed that until certain provisions of the PWA are implemented, interim provisions will apply in their place; and

WHEREAS the parties have agreed that certain other provisions are temporary in nature and will terminate, according to the terms in this MOU, prior to the amendable date of the PWA.

NOW THEREFORE, it is mutually agreed:

1.

A321N: Phase-In for Reserve Line Guarantee

Phase-In for Reserve Line Guarantee

A. Notwithstanding Section 4 C. 1. c., for purposes of the A-321N/321/320/319, the reserve line guarantee will be computed during the applicable period as follows:

	Period	Hourly Pay Rate Used for Reserve Line Guarantee Calculation
1	May 2, 2022 – May 1, 2023	A321 rate

MOU #23-02 – Miscellaneous Items

2	May 2, 2023 – May 1, 2024	A321 rate increased by 33.3% of the difference between the A321 and A321N rate
3	May 2, 2024 – May 1, 2025	A321 rate increased by 66.7% of the difference between the A321 and A321N rate

- 1
- 2
- 3 B. Beginning with the May 2025 bid period, and thereafter, the reserve line guarantee for the
- 4 A-321N/321/320/319 categories will be computed at the A321N rate under **Section 4 C.**
- 5 **I. c.**
- 6
- 7 C. Paragraph 1. of this MOU will terminate, becoming null and void with the May 2025 bid
- 8 period.
- 9

10 **2.**

11 **Retroactive Seniority Extension of Pilots on Medical Leave**

- 12
- 13 A. The 15-year time limit for a pilot who is on a medical leave to remain on the seniority list
- 14 under **Section 13 B. 3.** will apply retroactively to March 1, 2019.
- 15
- 16 B. Any pilot who has been removed from the seniority list under **Section 13 B. 3.** between
- 17 March 1, 2019 and March 1, 2023, inclusive, is eligible at their discretion to (1) continue
- 18 their employment with the Company and be returned to the seniority list, and (2) be
- 19 placed on a medical leave of absence or, upon presentation of a valid First Class Medical
- 20 Certificate, returned to active payroll status and placed in training pursuant to **Section 13**
- 21 **C.**
- 22
- 23 C. A pilot who is eligible to return to the seniority list under Paragraph 2.B. of this MOU
- 24 must notify the Company (with a copy to ALPA via dalmembership@alpa.org) of their
- 25 intent to return to the seniority list by July 1, 2023. Provided the Company is notified by
- 26 that date, such pilot will have their seniority and longevity restored as if the pilot had
- 27 continuously remained on a medical leave for the period of time between March 1, 2019
- 28 and their return to the Company, which will be within 30 days of their notification.
- 29 Exception: A returning pilot who holds a valid First Class Medical Certificate will be
- 30 returned to active payroll status pursuant to **Section 13 C.**
- 31
- 32 D. The Company will provide the Association with a list of pilots who are returning to the
- 33 seniority list under Paragraph 2. of this MOU.
- 34
- 35

3.

PBS Staffing Formula: Phase-in of New “G” Variable

- 1
2
3
4
5 A. Effective for the May 2023 through April 2024 bid periods, the G variable will be the
6 greater of:
7 1) G = 12 bid period rolling average GS/GSWC/IA/IAWC hours flown, excluding any
8 months outside of one standard deviation for such position, minus 2/3 of one standard
9 deviation for such position, or
10 2) The G variable as defined under the 2016 PWA.
11
12 B. Effective for the May 2024 through April 2025 bid periods, the G variable will be the
13 greater of:
14 1) G = 12 bid period rolling average GS/GSWC/IA/IAWC hours flown, excluding any
15 months outside of one standard deviation for such position, minus 1/3 of one standard
16 deviation for such position, or
17 2) The G variable as defined under the 2016 PWA.
18
19 C. Paragraph 3. of this MOU will terminate, becoming null and void, on May 1, 2025.
20
21

4.

NOORD Hotel AMS

- 22
23
24
25 A. No later than July 1, 2024, the Company will lodge pilots overnighting in AMS in
26 accordance with **Section 5 E.** of the PWA. Prior to that time, the Company may continue
27 to lodge pilots overnighting in AMS at the NOORD as provided under Paragraph 4. C. of
28 this MOU.
29
30 B. The Company agrees:
31 1. 120 days prior to the expiration of contract(s) at the new hotel(s):
32 a. ALPA and the Company will meet to identify the number of pilot rooms needed
33 to fulfill the network plan for the next hotel contract cycle.
34 b. Establish a budget per room/night up to 90% of Vindow Smith Travel Report
35 Average Daily Rate (STR ADR) for Amsterdam for the previous 12 months.
36 2. Facilitate sourcing, site inspecting, negotiating, contracting, invoicing, paying, and
37 maintaining the vendor relationship with the Association selected property(ies)
38 consistent with current practices between the Company and the MEC Hotel
39 Committee.
40 3. that the Association will:
41 a. identify which properties to invite to the request for proposal (RFP), and
42 b. select from the identified properties that bid within the allocated budget.
43 4. Unless mutually agreed upon otherwise, the Company will enter a 2-year agreement
44 with the identified property(ies).
45

Note: The Company may utilize the NOORD only in the event:

MOU #23-02 – Miscellaneous Items

- 1 a. there are more pilot rooms identified as needed by the Company than the
- 2 Association-identified hotel(s) are able to contract, or
- 3 b. in cases of overflow, IROP, or ad hoc needs where the Association-identified
- 4 hotel(s) are unable to accept the variance.
- 5
- 6 C. The following provisions applicable to lodging in AMS (formerly **Section 5 E. 14.** of the
- 7 prior PWA) will continue and remain in effect until the pilots' AMS lodging has been
- 8 moved from the NOORD in accordance with Paragraph 4. A. and B.:
- 9
- 10 "14. Pilots with a layover period in AMS may be lodged primarily at the NOORD
- 11 Amsterdam, provided that said hotel facility, or any successor at that location, will at
- 12 all times:
- 13 a. meet or exceed the requirements of **Section 5 E.**,
- 14 b. have a modern health club, including well-maintained exercise and weight
- 15 training equipment available for use at no cost to pilots, and shall provide at least
- 16 20 well-maintained bicycles for use at no cost to pilots (which may also be used
- 17 by other Company employees),
- 18 c. provide scheduled van service to and from downtown Amsterdam with such
- 19 service scheduled to operate every 15 minutes from each location between the
- 20 hours of 4 PM and 11 PM local time and on demand at all other times. At least
- 21 three vans (seating at least seven passengers) will be maintained by the hotel for
- 22 the use of Delta personnel for transportation to and from downtown Amsterdam,
- 23 d. provide Monday through Saturday laundry services at the hotel, direct-billed to
- 24 the Company,
- 25 e. provide rental lockers for pilot usage on a 3-months-at-a-time basis, with the fee
- 26 paid to the hotel by the pilot,
- 27 f. have a full service restaurant on premises, and
- 28 g. diligently comply with a maximum room wait limit of 30 minutes, with any
- 29 deviations from this standard to be promptly investigated by the Company to
- 30 determine the cause, and then promptly fixed."
- 31
- 32

5.

Widebody Pay Band Category Freeze

- 36 A. Notwithstanding **Section 22 G. 1.**, a pilot currently on the A350, A330-900/300/200 or
- 37 B767-400ER will incur a 36-month category freeze under **Section 22 G.** if, between
- 38 March 1, 2023 and March 1, 2024, such pilot is awarded an AE on another aircraft type
- 39 that pays the same composite hourly rate.
- 40 Exception one: A First Officer on the above aircraft who is upgrading to Captain may be
- 41 awarded an AE on any aircraft type without incurring a category freeze under this
- 42 Paragraph.
- 43 Exception two: Subject to **Section 22 G. 5.**, a pilot under a category freeze may be
- 44 awarded an AE or VD to the same position at a different base.
- 45

MOU #23-02 – Miscellaneous Items

- 1 B. Paragraph 5. of this MOU will terminate, becoming null and void, on March 1, 2024.
2 However, any pilot who has incurred a category freeze under Paragraph 5. will maintain
3 such freeze until it expires.
4

5
6 **6.**

7 **Vacation Accrual for the 2023-2024 Vacation Year**
8

- 9 A. The vacation accrual under **Section 7 B. 1. a. 1)** of the PWA provides one additional
10 week of vacation from the accrual under the prior agreement for pilots with 5, 11, 16, 17,
11 and 18 years of continuous employment completed before the current vacation year
12 beginning April 1, 2023. Since these pilots were unable to bid this additional week in
13 time for the 2023-2024 vacation year, each pilot will receive, in lieu of such additional
14 week of vacation, a one-time payment of 28:00 (valued at 4:00 per day of vacation) at the
15 pilot’s composite hourly rate of pay in effect at the time of pay out under Paragraph 6.B.
16
17 B. The vacation hours paid under Paragraph 6.A. will be made to the pilot no later than
18 April 15, 2024.
19
20 C. Paragraph 6. of this MOU will have no force or effect on a pilot’s vacation except as
21 expressly provided herein.
22

23 **7.**

24 **COVID-Related NFLY**
25

- 26 A. A pilot on COVID or COVID-related NFLY as of March 1, 2023 will, at their option:
27 1. be permitted to use sick leave (regardless of whether the pilot is sick as defined under
28 the PWA), and upon exhaustion of sick leave, may apply for disability, or
29 Note: The pilot must meet the eligibility criteria for disability to be eligible to receive
30 disability benefits.
31 2. be placed on an unpaid personal leave of absence for up to a maximum of 12 months,
32 which must begin upon the later of the pilot’s exhaustion of sick leave under
33 Paragraph 7. A. 1. or March 15, 2023, or
34 3. return to active payroll status and placed in training (as if returning from an unpaid
35 leave under **Section 13 C.**)
36
37 B. For the 2022-2023 sick leave year, the sick leave credit hours allotted under **Section 14**
38 **D.** will be fully restored to any pilot who
39 1. was on NFLY under Paragraph 1.1 of **LOA #20-01** as of November 29, 2022, and
40 2. remained continuously on NFLY until March 1, 2023.
41
42 C. **LOA#20-01** will terminate, becoming null and void, effective on March 1, 2023.
43 1. There will be no new COVID or COVID-related NFLY after March 1, 2023.
44 2. Any pilot with a positive COVID test prior to March 1, 2023 may remain on NFLY
45 so long as such pilot continues to produce a positive COVID antigen test every five
46 days.

8.

Non-Qualified Deferred Compensation (NQDC) Plan Future Negotiations

- A. Within 60 days of a request from the Association, the Company agrees to meet for the purpose of negotiating over the terms for the establishment of a voluntary NQDC Plan for the Delta pilots.
- B. During any such future negotiations, the Company will offer terms for an NQDC Plan no less favorable than its proposal made to the Association on December 12, 2019.

This MOU 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 _____, 2023.

FOR THE COMPANY

FOR THE ASSOCIATION

 John Laughter
 Executive Vice President &
 Chief of Operations

 Captain Darren Hartmann
 Chairman – Delta MEC

WITNESS:

WITNESS:

 Marc Esposito
 Managing Director – Labor
 & Employee Relations

 Captain Eric Criswell
 Chairman – MEC Negotiating
 Committee

 Tim Hennie-Roed
 Managing Director – Pilot Crew
 Resources & Scheduling

 First Officer Brandon Conwill
 MEC Negotiating Committee

 Captain Richard Wheeler
 MEC Negotiating Committee